

# **Contract Bid Documents**

Hardin County  
Engineer

Hardin County,  
Ohio

## **Reed Road Packaged Wastewater Treatment Plant**

Project Estimate: \$300,000

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### **ATTACHMENTS**

Existing Reed Road Site Plan  
Reed Road OEPA NPDES discharge permit  
OEPA Effluent Discharge Limitations for new WWTP's

## LEGAL NOTICE

Notice is hereby given that sealed proposals will be received on or before the 27<sup>th</sup> day of February, 2024 at 11:00 a.m., at which time they will be opened and read aloud in the Office of the Hardin County Commissioners, One Courthouse Square, Suite 100, Kenton, Ohio 43326, to furnish and deliver The Reed Road Packaged Wastewater Treatment Plant which is located at 17017 Township Road 39, Kenton, Ohio.

Contract documents, bid sheets and specifications can be obtained from Luke Underwood at the Hardin County Engineer's Office, 1040 W. Franklin Street, Kenton, Ohio 43326 where they are available for prospective bidders at no charge. Said documents can also be viewed on the Hardin County Commissioners' web page at [www.co.hardin.oh.us/legals.php](http://www.co.hardin.oh.us/legals.php).

Bids are to be sealed, marked "**BID – Reed Road Packaged Wastewater Treatment Plant**" and addressed to the Clerk of the Board of Commissioners of Hardin County, Ohio and delivered to the County Commissioner's Office at 1 Courthouse Square, Suite 100, Kenton, Ohio 43326.

Each bidder is required to furnish with its proposal a Bid Guaranty and Contract Bond in accordance with Section 153.54 and 153.571 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. Each bidder must submit evidence of its experience on projects of similar size and complexity and a complete listing of all subcontractors to be used.

Bidders must comply with the prevailing wage rates on Public Improvements in Hardin County, Ohio as determined by the Ohio Department of Commerce, Bureau of Wage and Hour Administration.

Ohio Revised Code Section 9.31 allows certain conditions where a bid may be withdrawn. Notice of a claim of right to withdraw such bid must be made in writing filed with the contracting authority within two business days after the conclusion of the bid opening procedure.

The Board of Hardin County Commissioners reserves the right to reject any or all bids, waive any irregularities in bidding and accept the lowest and best bid pursuant to Section 9.31 of the Revised Code.

By order of the Honorable Board of Hardin County Commissioners.

BOARD OF HARDIN COUNTY COMMISSIONERS

Fred Rush  
Roger Crowe  
Tim Striker

To be advertised: February 13<sup>th</sup> and February 20<sup>th</sup>, 2024

## INFORMATION FOR BIDDERS

The bidder shall design and supply a Packaged Wastewater Treatment Plant to Eldridge Station located at 20137 County Road 144, Kenton, Ohio 43326, including all appurtenances, so that it can be installed by the Owner. Detailed specifications and drawings shall also be submitted with the bid so that the Engineer can determine if the proposed plant will work with the site constraints. The owner will supply the required piping to connect plant to existing inlet and outlet points (see attached plan). Owner will also be responsible for connecting power to proposed Treatment Plant.

The Packaged Wastewater Treatment plant shall be designed to treat the required sewage from the Eldridge Station Hill Estates per the attached Ohio EPA NPDES Permit. The owner will take care of all required permits from the OEPA.

All bids must be made on the required Bid form. All blank spaces for Bid prices must be filled in, in ink or type written, 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 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 30 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.

Second hand and/or salvaged materials may not be used, unless specifically provided for in the detailed specifications, or called for on the plans.

Each bidder shall be prepared to submit a list of similar projects if requested by the Owner.

The successful bidder shall be available to help the Engineer with any questions during installation and if so required make visits to the site during said installation.

The Contract Documents contain the provisions required for the completion of the project. 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 Bidder or relieve him from fulfilling any of the conditions of the contract.

Each Bid must be accompanied by a Bid Guaranty payable to the Owner in the form of 1.) a certified check, or cashier's check, or letter of credit equal to 10% of the bid; or 2.) a bid guaranty bond in the full amount of the bid; both forms of guaranty as provided in Chapter 153 of the Ohio Revised Code and in the project specifications. As soon as the Bid prices have been compared, the Owner will return the guaranty of all except the three lowest responsible bidders. When the Agreement is executed, the guaranty of the two

remaining unsuccessful Bidders will be returned. The Bid Guaranty of the successful Bidder will be retained until the payment bond and performance bond have been executed and approved, after which it will be returned.

A Performance Bond and a Payment Bond, in the amount of 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 to execute the Agreement, the Owner may at his option consider the Bidder in default, in which case the Bid Bond accompanying the proposal shall become the property of the Owner.

The Notice to proceed shall be issued within ten (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 Bidder. If the Notice to Proceed has not been issued within the ten (10) day period or within the period mutually agreed upon, the Bidder 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 qualified Bid will not be accepted.

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

Each Bidder is responsible for obtaining approval with the proper authority having jurisdiction for the delivery route to the sites 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.

Insurance in the types and amounts as specified under the General Specifications shall be furnished, including Workmen's Compensation, Public Liability and Property Damage Insurance.

The supplier shall deliver all materials required under this Contract on a date to be specified in a written order from the Owner and shall complete all work there under within the time stipulated in the Contract.

The Contractor shall guarantee that all materials used and all the work done under this Contract will fully comply with the requirements of the plans and specifications.

All blanks, where required, shall be filled in by the bidders.

**When submitting bids, Bidder must return bid as a part of the complete booklet form issued to them. Bidder may copy any forms he/she requires for his/her records.**

**GENERAL SPECIFICATION**

**DEFINITIONS AND INSTRUCTIONS**

- A. Owner Board of Hardin County Commissioner’s
  
  - B. Engineer The duly authorized Engineer appointed by the Owner to provide general supervision over construction of the improvement.
  
  - C. Bidder Person, partnership, or corporation submitting a proposal for the work contemplated herein.
  
  - D. Contractor The person, firm, or corporation to whom the within contract is awarded by the Owner and who is subject to the terms thereof.
  
  - E. Surety The person, firm, or corporation who has executed as surety the Contractor’s bond securing the performance of the within contract.
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1. **Plans and Specifications:** The drawings referred to in these specifications consist of a situation plan, profiles, detail drawings that may be furnished by the Engineer as the work progresses. Work shown on the plans and not mentioned in the specifications, or vice versa, shall be done as if shown on both, and should any actual or apparent inconsistencies or errors be found, the Contractor shall notify the Engineer as soon as they are discovered and not proceed with work while such uncertainty exists.
  
  2. **Work to be Completed:** If any workmanship or material is required which is obviously necessary to carry out the full intent and meaning of the plans, details, diagrams, and these specifications although the same may not be either directly or indirectly or specifically noted upon the drawings or in the specifications, the Contractor is hereby bound to consider and provide for the same in his proposal for the work as fully as if it were specifically noted and shall execute them without charge or claim therefor. The Contractor shall not be allowed to take advantage of any error or omission in the plans, profiles, or in these specifications, as full instructions will be given by the Engineer should any such error or omission be discovered. To avoid disputes and litigations, it must be distinctly understood by the Contractor that the Engineer shall construe the specifications and plans and explain any obscurity therein, and shall have the right to correct any errors or omissions in either and shall decide as to their purpose and intent. His decision upon any doubtful

or disputed condition, except as provided for elsewhere, shall be final and conclusive and binding upon the Owner and the Contractor.

3. **Extra Work:** Should any work not contemplated by the plans or specifications, but not involving any essential change, be necessary for the construction of the work as specified, such work shall be done by the Contractor on written order of the Engineer and shall be paid for at the actual cost thereof as determined by the Engineers from bona fide vouchers plus 15% of such cost. Such actual cost shall include the time of foreman actually on the extra work but not part of the compensation of the superintendent or rental for tools. Such cost shall be checked and a statement signed daily by authorized representatives of both parties hereto in duplicate with one copy to be retained by each. If heavy equipment or special tools not otherwise needed on the project are required, a reasonable rental price shall be agreed upon in writing in advance and if agreement can not be reached such price shall be decided upon by arbitration. The Engineer may at his option employ other persons to do such work and the Contractor shall not interfere with them. The Contractor shall file with the Engineer a statement showing the total amount of money claimed by him for extra work performed during the preceding month before receiving such monthly or other payment. Such statement shall be itemized in complete detail.
4. **Lines and Elevations:** All elevations refer to a plan called assumed datum. The Contractor shall execute the work to the exact lines, marks, etc., given by the Engineer and shall protect the same against being destroyed or disturbed until authorized by the Engineer to remove them. The Contractor shall notify the Engineer at least one week before commencing work in order that the necessary preparation for staking out the work may be done. At the time appointed by the Engineer to stake out the work, and during the progress of the work, the Contractor shall furnish the Engineer with helpers, with proper tools to assist in staking when so required.
5. **Engineer to Give Instructions:** It is mutually agreed that whenever in this Contract the words "as directed", "as required", "ordered", "permitted", "approved", "satisfactory", or words of similar import are used, they shall be understood to refer to the instructions and judgment of the Engineer as applied to each particular use.
6. **Inspection:** Whenever any work is in progress an inspector may be directed by the Engineer to supervise the same and it will be the duty of such inspector to see that all materials used and work performed shall be strictly in accordance with the specifications.
7. **Not Relieved by Inspection:** The inspection of the work shall not relieve the Contractor from any of his obligation to fulfill his Contract as herein prescribed and defective work shall be made good and unsuitable materials may be rejected notwithstanding such work and materials have been previously overlooked by the Engineer and accepted or estimated for payment.



8. **Beginning and Completion and Rate of Progress:** The Contractor shall commence work at one or more points within 15 calendar days after signing the contract by the Owner and the rate of progress shall be uniform insofar as contiguous work will permit, and such that on or before the time herein specified, the whole work shall have been performed and the ground cleaned up in accordance with terms of the contract. Should the Contractor fail to complete the work herein specified within the time named, he shall be liable for the cost of engineering supervision and inspection on the work at the rate of \$400.00 per day, exclusive of Sundays and holidays, from such time as specified for the completion until the final acceptance of the work, and the amount of such cost shall be deducted from any money which may be due him from the owner.
9. **Old Materials:** All materials removed from old constructions and all material or articles of value found in the excavation or on the site of work shall be brought to the attention of the Engineers and if they shall so order, shall be the property of the Owner and shall be placed conveniently for removal. If not claimed by the Owner, such articles or materials shall be disposed of at the discretion of the Contractor.
10. **Permits, Laws, and Regulations:** The Contractor shall keep fully informed of all existing ordinances or resolutions of the City and County, and of all state and national laws in any manner affecting the work herein specified and shall at all times comply with such resolutions or ordinances and laws. The Contractor shall take out all permits legally required at his own expense, and shall pay all fees and charges incident to the prosecution and completion of the work.
11. **Order to Work:** The work shall be started by the Contractor at such time and at such points as the Engineers may direct and shall be prosecuted in conjunction with the contiguous work and the Contractor shall within five (5) days after receiving written notice from the Engineers to do so, start any part of the work.
12. **Materials:** All materials furnished under these specifications shall be the best of their respective kinds, and all the work contemplated, shown or described shall be done in a substantial and workmanlike manner. The Contractor shall furnish evidence as to the kind and quality of materials to be used.
13. **Access to Work:** The Contractor shall at all times give to the Engineer and to the assistants and inspectors under him, all the necessary facilities for determining, both on the work and at the place of manufacture, that all work to be done and all materials to be furnished under this contract is being performed and are being made strictly in accordance with the contract drawing and specifications. The Contractor shall notify the Engineer in writing at least seven (7) days previous to the commencement of the manufacture of any materials of the time and place where the manufacture is to take place in order that a representative of the Engineer may be present to inspect the manufacture.

14. **Inspection and Testing of Materials:** The Engineer or his authorized representative will inspect the materials furnished and the work done under this contract and he is also hereby authorized and empowered to reject and refuse all work and materials and the method of application of any part thereof, under or in fulfillment of this contract, that does not comply in kind, quality, quantity, time or place, with the specifications and the contract drawings. The inspection, approval or acceptance of any part of the work herein contracted for, or the materials used therein, or any payment on account thereof, shall not prevent the rejection of said work or materials at any time thereafter during the existence of this contract and the performance bond, should said work or materials be found defective or not in accordance with the requirements of this contract. In order to insure the use of suitable materials, the Owner reserves the right to require any or all materials to be tested by means of samples, or otherwise, as might determine the suitability or structural strength of such materials, whenever required, the testing of materials to be used in the work shall be done by an independent testing laboratory; such testing and the transportation of samples shall be paid by the Owner but the Contractor shall furnish the samples and prepare and box them for shipment to the laboratory. The cost thereof shall be included in the prices bid for the work. Field tests and visual inspection will be made by the Engineer, or his authorized representative. Sampling, testing and inspection of materials will be made in accordance with the latest standard of the American Society for Testing Materials. Rejected materials must be immediately removed from the site and they shall not be incorporated in the work. The Contractor shall afford such facilities as the Owner may require for collecting and forwarding such samples to a testing laboratory and shall not incorporate in the work any materials represented by the samples until the tests have been made and the materials found acceptable and in accordance with the specifications. The Contractor, in cases, shall furnish the required samples without charge; the cost thereof shall be included in the unit prices bid for the several classes of work.
15. **Defective Work or Materials:** If at any time before the final acceptance of the work, any materials or workmanship should be discovered which do not comply with the specifications and contract drawings, they shall be immediately removed by the Contractor, when notified to do so by a written notice from the Engineer, and shall be replaced at the Contractor's expense. Any work condemned by the Engineer as unsuitable and improperly done, whether or not it has been previously accepted or estimated payment, shall be removed and repaired or otherwise remedied as the Engineer may direct. Should defective work be suspected and the Engineer so require, the Contractor shall uncover, take down, or make openings in the finished work for the purpose of examining at such points as said Engineer designates. Should the work thus exposed or examined prove satisfactory, the uncovering, taking down, or making an opening in, the replacing of the covering or making good of the parts removed shall be paid for in accordance with the contract prices for the items involved; but should the work examined prove unsatisfactory, the uncovering, taking down, replacing and making good shall be at the expense of the Contractor. If the Contractor shall neglect or refuse to remove or replace the same within 7 days from the date of the written notice from the Engineer to do so, said notice being served

either personally or by leaving it at his place of business or with his agent in charge of the work, then the Owner may remove or cause the same to be removed and satisfactorily replaced by another contract or otherwise, as he may deem expedient, and charge the expense of the same to the Contractor. The expense so charged shall be deducted and paid for by the Owner out of the moneys as are or may become due under this agreement, or if such moneys are not sufficient to meet said expense, the additional moneys shall be furnished by the Contractor, and if he refuses or neglects to provide such necessary moneys, they shall be provided by his sureties. The inspection of the work shall not relieve the Contractor from any of his obligations to fulfill his contract as herein prescribed.

16. **Night, Holiday, or Sunday Work:** No night, Sunday or holiday work requiring the presence of the Engineer or Inspector shall be permitted, except in case of emergency and only then to such extent as is absolutely necessary, and with the written consent of the Engineer.
17. **Engineer the Referee:** All work under this contract shall be done to the satisfaction of the Engineers, who shall in all cases determine the amount, quality, acceptability and fitness of the several amounts of work and materials, which are to be paid for hereunder including extra work. No estimate shall be paid the Contractor until same has been approved by the Engineers in writing.
18. **Written Order by the Engineers:** The Engineers shall have full authority to stop all work when the Contractor refuses to follow out their written instructions concerning same, when such instructions are not contrary to the specifications and any work done subsequent to and contrary to such an order, given in writing by the Engineers, shall be at the Contractor's risk, and the Owner shall be relieved of all claims for payment for same under this Contract.
19. **Public Utilities:** The Contractor shall give due notice to the owners of all utilities and shall see that their property is properly supported and protected before disturbing, undermining, or interfering with the same, and in no case shall the service of any such utility be disrupted or interfered with without the written consent of the owner thereof, and in case any sewer, pipe, conduit, track, or other public utility property is damaged, or has to be removed, the repair or removal shall be done by the owner and Contractor shall pay for the expense thereof.
20. **Private Right-of-Way:** Whenever the work is located in private property or right-of-way, it shall be done in conformity with any agreements existing between the political subdivision and the owners of the property.
21. **Barricades and Lighting:** The Contractor shall place proper barricades along and around all excavations and obstructions to traffic where danger exists, and shall place and maintain sufficient red lights at night to prevent accidents.

22. **Contiguous Work:** The Contractor shall permit the Owner, its agents or Contractors for adjoining or contiguous work to prosecute their work, and shall give them all reasonable assistance. The Engineers shall decide priority of rights and of necessity when there is a conflict of Contractors.
23. **Sanitary Regulations:** Necessary sanitary convenience for the use of laborers in the work, properly secluded from public observation, shall be properly constructed and maintained by the Contractor in such manner and at such places as shall be approved by the Engineers, and their use shall be strictly enforced. The collections of same shall be removed when and where in the opinion of the Engineers it is advisable.
24. **Patent Rights:** The Contractor shall indemnify and save harmless the Owner from all suits and expense, over and above those included in the Contract price for royalties or infringements on patents, that may be involved in the construction of the work and the Contractor shall defend at his own cost any and all suits brought against the Owner by reason of any of the foregoing premises. The bond to be given by the Contractor shall be held to protect the Owner against all claims or demands of every kind, character and description for patent rights, licenses and infringements.
25. **Bidders to Examine the Site:** All bidders for work under this contract are required, before submitting bids, to examine the site of work and adjacent premises and the various means of approach to the site, and to make all necessary investigations in order to inform themselves thoroughly as the character and magnitude of all work involved in the complete execution of this contract, also as to the facilities for delivering and for handling materials and plant at the site, and the conditions and difficulties that will be encountered in the performance of the work specified herein. No plea of ignorance of the conditions that exists, or that may hereafter exist, or of difficulties that will be encountered in the execution of the work thereunder, as a result of failure to make necessary examinations and investigations will be accepted as a sufficient excuse for any failure or omission on the part of this contract, or will be accepted as a basis for any claims whatsoever for extra compensation.
26. **Responsibility of Contractor:** The Contractor shall furnish all the transportation, scaffolding, apparatus, works, machinery and plant all suitable appliances requisite for the execution of the contract, and shall be solely answerable for the safe, proper, lawful construction, maintenance and use thereof. He shall cover and protect his work from damage due to any cause whatsoever and all injury to the same before the final acceptance of the work, shall be made good by him and he shall be solely liable for all damages to other contractors or employees of the Owner, to the neighboring premises and to life and personal property due to the improper, illegal, or negligent conduct of himself, his subcontractors employees, or agents in and about the said work or in the execution of the work covered by the contract or to any defect in, or plant, until the final acceptance of the work.
27. **Representative Always Present:** The Contractor shall give his personal supervision to the faithful prosecution of the work but in case of his absence he shall have a

competent representative or foreman on the work who shall have full authority to act for him and to supply labor and material immediately, and who shall follow without delay all instructions of the Engineer, or his assistants, in conformity with this contract.

28. **Employ Only Competent Employees:** The Contractor shall employ only competent and skillful employees to do the work and whenever the Engineers shall inform him that any person on the work, is in their opinion, incompetent, unfaithful or disorderly, or is refusing to carry out the provision of the contract or who persistently does careless or unsatisfactory work, or uses disrespectful, threatening or abusive language to any one having supervision of the work such persons shall be discharged from the work, and shall not again be employed without the written consent of the Engineer.
29. **Minimum Wages:** The Contractor shall pay the prevailing rate of wages, as ascertained by the Department of Industrial Relations as provided for in the Laws of Ohio relating to hours and prevailing wages on public improvements. If labor classification not listed are required, the Contractor shall make applications to the Director who will supply additional rates upon request.
30. **Proper Methods of Work to be Used:** If at any time before the commencement of or during the progress of the work, the materials or appliances used, or to be used, appear to the Engineers to be insufficient, or inappropriate, for securing the quality of work required, or the required rate of progress, they may order the Contractor to increase their quality and efficiency and improve their character and the Contractor shall conform to such order, but the failure of the Engineers to demand such increase or improvement shall not release the Contractor from his obligations to secure the quality of work and rate of progress specified. All materials and workmanship where the quantity, dimensions and quality are not shown on the plans, or specified in the specifications, shall be furnished in sufficient dimensions and quantities for the proper execution of the work; the quality and workmanship shall be of the best throughout.
31. **Safety Requirements:** The Contractor shall comply with all the safety requirements of the Department of Industrial Relations as set forth in Bulletin No. 202, "Specific Safety Requirements Relating to Building and Construction Work", which Bulletin is by reference made a part of these specifications.
32. **Protection of Work:** The Contractor shall at his own expense erect and maintain guards and red lanterns around his work of such character as shall be sufficient for the protection of the public and the adjoining property.
33. **Suspension of Work:** The right to suspend the whole or any part of the work is reserved by the Owner. If such suspension is due to any act or failure on the part of the Contractor, or to any breach of contract on his part, he shall receive no compensation or extension of time. If suspension is due to causes for which the

Contractor is in no way responsible, he may make claims for damages as specified in Paragraphs 32 and 33.

34. **Inclement Weather:** Should the weather be wet or cold, so that any part of the work cannot be done in the proper manner with due regard to durability, or should such be the case from any other cause, then the Director may order such part of the work to be suspended until a more suitable season, in which case the Contractor will cover and otherwise sufficiently protect the several parts of the work so that it will not be injured by the weather or any other cause or agency.
35. **Extension of Time:** If the Contractor is obstructed or delayed in the prosecution or completion of the work by an injunction, the neglect, delay, or default of any other Contractor having a contract with the Owner for adjoining or contiguous work, or by any damage that may happen thereto by the unusual action of the elements, or by the abandonment of the work by the employees doing work, or furnishing materials to be done and furnished by it, or for any reason which the Engineers shall deem sufficient, the Contractor shall have no claim for damages for any such cause of delay, but he shall in such case be entitled to such extension of time specified herein for the completion of the work as the Director upon recommendation of the Engineers, shall allow in writing if the Contractor has made claim for such extension within five (5) days from the time when such alleged cause for delay shall have occurred.
36. **Statement of Damage:** The Contractor shall have no claims for damages for any cause whatsoever unless he shall have filed with the Engineers a complete written statement of such cause, and the alleged damage, within five (5) days after the same has occurred, and further makes a written itemized statement showing the amount of such damage claimed, and files the same with the Owner before receiving the next monthly, or other payment. The Contractor hereby agrees that failure to file either of said statements shall constitute a waiver of such claim in full. If an agreement cannot be reached on the amount of damages sustained by the Contractor, the question shall be settled by arbitration.
37. **Losses:** The Contractor shall bear all losses resulting to him on account of the amount or character of the work, or because any condition encountered is different from what was expected, or on account of the weather, elements or other cause, and the Contractor hereby waives all claim for damage or loss because of ignorance of conditions, on or under the ground or facilities for delivery or handling materials, or any other conditions pertaining to the work or on account of any error in the statement of approximate quantities used for comparing bids. It is expressly understood that no attempt has been made to show all underground objects on the plans, and that if any such are indicated, their location and character is not known to be even approximately correct.
38. **Damage to Property:** All damage caused by the carrying out of this contract to any pipes or conduits or other public or private property of any nature whatsoever by any person, firm, or corporation, for damages either to person or property, arising out of

the carrying on of the work, and against liability from all claims relating to labor or materials furnished for the work; and in case the said Owner or its representatives are compelled to pay any money on account of any claim or damages due to this Contract or the work done it, the Contractor and his sureties shall refund the same, together with all expenses connected therewith. The Owner shall have the right at any and all times to withhold moneys of the Contractor in their hands until satisfied that the material and labor bills have been paid. And the Owner may, with written consent of the Contractor, apply funds so withheld to the payment of acknowledged claims against him.

39. **Estimated Quantities Only Approximate:** It is expressly understood and agreed by the parties hereto that the quantities of the various classes of work to be done and material to be furnished under this contract, which have been estimated as stated in the schedule of the proposal, are only approximate and are to be used solely for the purpose of comparing on a uniform basis, the bids offered for the work under this contract; and the Contractor agrees that the Owner will not be held responsible if any of said quantities shall be found incorrect; and the Contractor will not make any claim for damage or for loss of profits because of a difference between the quantities of the various classes or branches of work as estimated and the work actually done. If any error, omission or misunderstanding shall be discovered in said quantities, the same shall not invalidate this contract or release the Contractor from the execution and completion of the whole or any part of the work herein specified, to the satisfaction of the Engineers and in accordance with the specifications and plans for the prices herein agreed upon and fixed therefor, or excuse him from any obligations or liabilities hereunder, or entitle him to any damages or compensation otherwise provided for in this contract, except for such extra work as may be required for the performance of which written orders must be given and received as herein specified.
40. **Alteration or Modification of Contract:** The Contractor, in entering into this contract, understands that the Owner and Engineers reserves the right to modify and alter to the extent herein provided for, the arrangement, character, grade or size of the work or appurtenances whenever in their opinion they shall deem it necessary and advisable to do so. The Contractor shall and will accept such modifications and alterations when ordered in writing by the Owner or through the Engineers and the same shall not affect the validity of the original contract. Any such modifications or alterations so made shall not, however, subject the Contractor to increased expense without equitable compensation which shall be determined by the Engineers. If such modifications or alterations or any part thereof shall result in a decrease in the cost of the work involved, an equitable deduction from the contract price, to be determined by the Engineers, shall be made. The Engineer's determination of any such additional compensation, or of any such deductions, shall be based upon the bid submitted and accepted. In case of dispute, the question shall be submitted to arbitration. In no event shall any modifications in the work shown on the plans and specifications be made unless the nature and extent thereof has first been certified by the Engineer in writing and sent to the Contractor, and no work involving increased cost shall be performed pursuant to such alteration and modifications until a

supplementary contract for same shall be entered into writing. All work done under a supplementary contract shall be subject to all of the provisions of the contract not expressly altered or modified.

41. **Additions or Omissions:** The Owner may, without alteration or modifications of this contract, increase, diminish, or omit the work covered by any item of this contract. When such item is covered by a unit price, the amount actually required will be paid for; if by lump sum price, the net addition, or deduction, representing the actual value of the work added or dispensed with shall be agreed upon before work is done and if agreement can not be reached the same shall be fixed by arbitration. No claim for loss of anticipated profits or damages shall be made or allowed on account of such changes, and validity of the contract or bond shall not be affected thereby.
42. **Assignments and Subcontracts:** This agreement shall not be assigned, transferred, mortgaged, pledged or in any way encumbered or any part of the work subcontracted without written consent of the Owner endorsed thereon, and in no case shall such consent relieve the party of the first part from the obligations herein entered into by the said party, or change the terms of this agreement it is understood and agreed that the general conditions of this contract apply with equal force to any subcontractor executing a special branch of the work, and no subcontractor will be recognized except as the agent of the contractor, who will not thereby be relieved of any obligation or responsibility by such subcontracting.
43. **Breach of Contract-Surety or Owner to Complete Work:** If the Contractor fails to commence work under this contract within the specified time, or abandons any or all of the work, or fails to make such progress as may be required to show reasonable promise of completion within the specified time, or violates any of the conditions of this Contract, or executes the work in bad faith, or fails to pay in lawful money for labor and materials used within a reasonable time, or assigns this Contract or any part thereof without the consent of the Owner, or if the Contractor becomes bankrupt, or makes a general assignment, or a receiver be appointed for him, the Owner shall make a finding to that affect and so notify the Contractor and the sureties in writing. The Contractor shall not remove any materials from the work site after receiving such notice. If the Contractors fail, within ten days thereafter, to correct the conditions set forth in such findings, or fails to continue the work thereafter in a manner satisfactory to the Owner, the Owner shall notify the Contractor to stop work, and shall take possession of the work and all materials thereon (including tools and equipment) and the right of the Contractor to perform, control or supervise the work and to occupy the ground shall immediately cease, and the Contractor shall receive no further payment except as herein stated. The Contractor shall look after and be responsible for his machinery, tools, and equipment. The Owner shall give notice to the sureties on the bond of the Contractor that such action has been taken, and the sureties shall thereupon have the right to enter upon and complete the work and to use all materials found thereon for such purpose. In case said sureties elect to so complete the work within ten days after receiving notices of the action of the Owner notify the Owner in writing to that affect, and within thirty (30) days after receiving such notice, enter



upon and proceed with the completion of said work and carry on the work with reasonable diligence satisfactory to the Owner and in accordance with the Contract, and pay all proper and legal claims for labor and materials employed or purchased for the work, whether by the Contractor prior to the order to stop work or by said sureties subsequent thereto, and all legal obligations of the Contractor under this Contract for which the surety is liable, then said sureties shall be entitled to receive all further payments due, overdue or to become due for work done by said Contractor or said sureties under this Contract at the prices and under the conditions stated in this Contract, and the Contractor hereby agrees that under such conditions said sureties shall be subjected to the rights of the Owner in the funds as against any other assignee; provided, however, that if conditions on any part of the work are such that immediate work is necessary to protect life or property, or to avoid financial loss, and the sureties fail to do such work immediately on notice from the Engineer, the Owner may cause such work to be done and charge the cost of the same to the Contractor and the sureties. Should said sureties fail to so notify the Owner that they have elected to complete the work, or having so notified the Owner, should said sureties fail to enter upon and proceed with the work as hereinbefore stipulated or to carry out all the obligations of the Contractor under this Contract, the Owner shall notify the Contractor and the sureties in writing to that effect and shall thereupon continue or resume possession of the work and all materials thereon, and all rights of the sureties to possession of the work or to receive any further payments from the Owner shall cease and the Owner shall complete the work by contract or such other method as they deem best and may procure such tools, equipment, labor, and materials as may be necessary, and charge the cost thereof and all other expenses incident to such completion to the Contractor and the surety, who shall be credited with the value of the work done at contract prices.

44. **Prices:** The Owner shall pay and the Contractor will receive as full compensation for everything furnished and done by the Contractor under this contract, and also for all loss or damage arising out of the nature of the work aforesaid, or that caused by floods or from any action of the elements, or from any unforeseen obstruction or difficulty encountered in the prosecution of the work, and for all expenses incurred by, or in consequence of, the suspension or discontinuance of the work as herein provided, and for making repairs to and maintaining the work in good condition until the final payment is made, the prices stipulated in the contract herein attached.
45. **Current Estimates:** The Engineer shall at least once each month make an approximate estimate of the value of the work done and materials incorporated into the work during the previous calendar month, whenever said monthly work exceeds five hundred dollars (\$500.00) in value. This estimate shall be signed by the Engineer and approved by the Owner and ninety percent (90%) of such estimate shall be paid the Contractor by the Owner. More frequent or additional payments may at the opinion of the Owner, be made any time during the progress of the work, and payment may at any time be withheld if the work is not proceeding in accordance with the contract. Quantities included in monthly estimates will not be determined by strict measurement or with exactness.

46. **Acceptance:** The Contractor shall on completion of the work, notify the Engineer, and the Engineer shall, by personal inspection, satisfy themselves as to the actual completion of the work and shall then make a written report to the Owner recommending the acceptance of the work as of the date of inspection.
47. **Final Estimates:** The Engineer shall as soon as practicable, after the completion of the work done under this contract, make a final estimate of the amount of work done and the value thereof. Such final estimate will be signed by the Engineer, and the Owner (after such final estimate has been so made and approved) shall pay the entire sum so found to be due after deducting therefrom all previous payments and all amounts to be kept and retained under the provisions of this contract. All prior estimates shall be subject to correction in the final estimate.
48. **Maintenance:** During the progress of the work and until six months after the date of final acceptance, the work done under this contract will be at the Contractor's risk, and he shall assume the risk of and be responsible for any and all damage to the work or to persons or property caused by, or in any way resulting from doing the work; backwaters, caving, settling, or any cause whatever; the Contractor shall make all needed repairs on the work as it progresses and during a period of six months (6) from the date of acceptance, except those due to ordinary wear and tear; and he agrees that during said period of six (6) months, the Owner may retain the ten percent (10%) of the contract price, and that the Owner may expend the same, or do such to make the aforesaid repairs, if after the ten (10) days notice in writing and the Contractor fails to make such repairs, and provided, however, that in case of any emergency where, in the opinion of the Owner, delay would cause serious loss or damage, the Owner may make repairs without previous notice and at the expense of the Contractor. The Owner shall examine the work at the expiration of six (6) months from date of acceptance, and if the same is in good condition, they shall issue a final certification to that effect and the Owner will pay the amount retained.
49. **Performance Bond:** The Contractor will be required to give a surety bond in the amount of the contract, in favor of the Owner, guaranteeing that the faithful performance of the contract within the specified time. Such bond shall also include a clause giving labor and material workers a right of action on the bond, second only to the right of the Owner. The performance bond shall also guarantee the work during the maintenance period of six (6) months, as set forth in these specifications. Sureties of all bonds must be satisfactory to the Owner.
50. **No Waiver of Rights:** No certificate given or payment made under this contract, except the final certificate, or payment shall be evidence of the performance of the contract, either wholly or in part, and no payment shall be construed to be an acceptance of defective work or improper materials. No act of the Owner or of the Engineer, or any representative of either of them in supervising or directing the work, nor any extension of time for the completion of the work shall be regarded or taken as acceptance of such work, or any part thereof; or of materials used therein, either

wholly or in part, such acceptance shall be evidence only by the final estimates. Before any final estimate shall be paid the Contractor may be required and he hereby agrees, to sign and attest on said estimate a statement that he accepts the same in full payment and settlement of all claims on account of work done and materials furnished under this contract; and furthermore that all claims for materials provided or labor performed have been paid and satisfied in full. No waiver or any breach of the contract by the Owner, or anyone acting in his behalf shall be held as a waiver of any other subsequent breach thereof. Any remedy provided herein shall be taken and construed as cumulative; that is, in addition to each and every other remedy herein provided, or arising by operation of the law.

51. **Release or Liability:** No person or corporation other than the signers of the contract as Contractor has any interest hereunder, and no claims shall be made or be valid and neither the Owner or any official or agent of the Owner shall be liable for or be held to pay money except as provided for herein. The acceptance by the Contractor of the final payment shall operate as, and shall be a release to the Owner of every officer and agent thereof, from all claims and liabilities to the Contractor for anything done or furnished for or relating to the work.
52. **Arbitration:** When necessary to submit to arbitration any question subject thereto under the terms of this Contract, the arbitrators shall be one competent Engineer, selected and paid by the Owner, and one experienced construction person, selected and paid by the Contractor. If these are unable to agree, they shall select a third member who shall be paid jointly by parties thereto. The decision of the arbitrators or a majority of the members shall bind the Owner and the Contractor.
53. **Insurance:** The Contractor shall not commence work under this Contract until he has obtained all the insurance required (as per 107.12 of the C&MS) under this paragraph and such insurance has been approved by the Owner nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been obtained and approved.
  - a) **Compensation Insurance** The Contractor shall take out and maintain during the life of the contract adequate workman's compensation insurance for all his employees on the site of the project and, in case any work is sublet, the Contractor shall require the subcontractor similarly to provide workman's compensation insurance for the latter's employees, unless such employees are covered by the protection afforded by the Contractor.
  - b) **Commercial General Liability Insurance** The Contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance as shall protect him and any subcontractor performing work covered by this contract, from claims for damages for personal injury, including wrongful death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by himself or by an subcontractor or anyone directly or indirectly employed by either of them. The minimum limits for liability Insurance are as follows:

- a. General Aggregate Limit \$2,000,000
- b. Products-Completed Operations Aggregate Limit \$2,000,000
- c. Personal and Advertising Injury Limit \$1,000,000
- d. Each Occurrence Limit \$1,000,000

c) Comprehensive Automobile Liability Insurance The Contractor shall take out and maintain during the life of this contract such Comprehensive Automobile Liability Insurance as shall protect him and any subcontractor performing work covered by this contract, and shall cover owned, non-owned, and hired vehicles with minimum limits as follows: Bodily Injury and Property Damage Liability Limit Per Each Occurrence - \$1,000,000.

54. **Termination of Contract:** If the Contractor should be adjudged a bankrupt, or if he/she in any manner becomes financially insolvent, or if he/she should refuse or fail to supply properly skilled workmen or proper materials or otherwise be guilty of a substantial violation of the terms of the Contract, then the County, upon written certification by the Engineer that sufficient cause exists to justify such action, may, without prejudice to any other remedy and after giving the Contractor seven (7) days written notice, terminate the employment of the Contractor and take possession of all tools, appliances and materials thereon and finish the work by whatever method he/she may deem expedient. In such case, the Contractor shall not be entitled to receive further payment until work is finished.

55. **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 Board of Commissioners reserves the right to reject any and all Bids, and also the right to waive any informality in the Bid. The Board of Commissioners 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 for recovery with the State Auditor, or has been debarred by the County from consideration for contract awards.
- E. A conditional or qualified Bid will not be accepted.
- F. Award will be made to one Bidder per proposal.

**AFFIDAVIT**

This affidavit is to be completed by the bidder. If the bidder is a corporation, then it shall be completed by an authorized official or agent.

STATE OF \_\_\_\_\_ SS:  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_,  
(Name of individual who signed the proposal)

being duly sworn, deposes and says that he/she is \_\_\_\_\_  
(Owner, Partner, President, Secretary, etc.)

and that the foregoing statement by him subscribed is true.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

**EXPERIENCE STATEMENT**

The bidder is required to state in detail in the space provided below, what work he has done or material he has furnished, or similar character to that included in the proposed Contract to give references and such other detailed information as will enable the Owner to judge of his responsibility, experience, skill, and financial standing. Among other things, this statement shall include the following:

A record of similar work performed and material furnished and evidence to the effect;

- 1) That the bidder maintains a permanent place of business;
- 2) Has adequate facilities and equipment available for performance of the Contract;
- 3) That the bidder has suitable financial means to meet obligations incidental to the work;
- 4) That the bidder has appropriate technical experience and possesses sufficient skill and experience;
- 5) That the bidder maintains a service department qualified to make all repairs or adjustments that may be required on the equipment to be used under this Contract.

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## **OHIO WORKER'S COMPENSATION COVERAGE**

The Contractor must secure and maintain valid Ohio worker's compensation coverage until the County has finally accepted the Project. A certificate of coverage evidencing valid worker's compensation coverage must be submitted to the County before the Contract will be executed.

The Contractor must immediately notify the County, in writing, if it or any subcontractor fails or refuses to renew their workers' compensation coverage. Furthermore, the Contractor must notify the County, in writing, if its or any of its subcontractor's workers' compensation policies are cancelled, terminated, or lapse.

The failure to maintain valid workers' compensation coverage shall be considered a breach of contract, which may result in the Contractor being removed from the Project, withholding of pay estimates and/or termination of the Contract.

**NON-COLLUSION AFFIDAVIT**

**TO BE EXECUTED BY EACH AWARDEE OF A PRINCIPAL CONTRACT**

STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn, deposes and says that he is  
\_\_\_\_\_ (sole owner, a partner, president, secretary, etc.) of  
\_\_\_\_\_ (company name).

The party making the foregoing bid; that such bid is not make in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, not that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, nor to fix any overhead, profit or cost element of such bid price, nor that of any other bidder, nor to secure any advantage against the public body awarding the contract to anyone interested in the proposed contract; that all statements contained in such bid are true; and further, that said bidder has not, directly or indirectly, submitted his bid price or any breakdown thereof, not the contents thereof, nor divulged any information or data relative thereto, nor paid and will not pay fees in connection therewith to any corporation, partnership, company, association, organization, bid expository, nor to any member of agent thereof, nor to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public



**CERTIFICATION OF PERSONAL PROPERTY TAX**

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_ being duly sworn that he is the owner or an officer of \_\_\_\_\_ said \_\_\_\_\_ having been awarded a public contract, let by competitive bid and that by this statement, says that at this time, neither he nor the corporation is charged with any delinquent personal property taxes on the general tax list of personal property of any county, or that attached is a list of all delinquent personal property taxes charged against the person or corporation.

\_\_\_\_\_  
Contractor

On this day appeared before me \_\_\_\_\_ who having been first duly sworn, deposes and says that this statement made above, concerning delinquent personal property taxes is true.

Sworn to before me and signed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Michael T. Bacon, being the fiscal officer of Hardin County, a political subdivision of the State of Ohio, hereby certifies the above statement to the County Treasurer.

\_\_\_\_\_  
Fiscal Officer of Hardin County

This certification is in compliance with Section 5719.04 of the Ohio Revised Code, which requires a certification of delinquent personal property by any successful bidder prior to the execution of the contract of a political subdivision and in the event there are any due and unpaid delinquent taxes, a copy of this statement shall be transmitted to the County Treasurer within thirty days.

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

I, the undersigned, hereby affirm 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Bidder: \_\_\_\_\_

(Signed) \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

**PROPOSAL**

\_\_\_\_\_ The Board of Hardin County Commissioners, Hardin County, Ohio \_\_\_\_\_, Owner  
of the \_\_\_\_\_ Reed Road Packaged Wastewater Treatment Plant \_\_\_\_\_ Project.

The undersigned \_\_\_\_\_  
has carefully examined the form of the Contract, Specifications, and job site for the above  
named project and as noted in the Legal Notice and Information to Bidders, shall provide the  
services in the manner prescribed therein and in said Contract and in accordance with the  
requirements of the Engineer.

\_\_\_\_\_  
CONTRACTOR

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_

**AGREEMENT**

The undersigned also agrees as follows:

1. To do any work not covered by the schedule of prices, which may be ordered by the Engineer, and to accept as full compensation thereof such prices as may be agreed upon in writing by the Engineer and the Contractor in accordance with pertinent sections of the general specifications.
2. Within ten (10) days from the date of the notice of acceptance of this proposal to execute the Contract and to furnish a satisfactory contract bond in the amount of the estimated cost of the improvement, guaranteeing the faithful performance of the work and payment of bills.
3. The work is to begin on \_\_\_\_\_ (date) and proceed in such a manner as to be completed within \_\_\_\_\_ calendar days.

Accompanying this proposal is a deposit of money, a certified check from a bank, or a proposal bond in the amount of \_\_\_\_\_

(\$ \_\_\_\_\_ )

payable to the \_\_\_\_\_ which is to be forfeited as liquidated damages if, in the event this proposal is accepted, the undersigned shall fail to execute the Contract bond under the conditions and within the time specified in this proposal, otherwise said deposit is to be returned to the undersigned.

Dated: \_\_\_\_\_

Bidder: \_\_\_\_\_

By: \_\_\_\_\_

Business Address: \_\_\_\_\_

Officers of Corporation or Members of Firm: \_\_\_\_\_

Incorporated in the State of \_\_\_\_\_

**LIST OF SUB-CONTRACTORS**

If the bidder intends to subcontract any of the work included in this Contract, he must list the firm and name and address of each of the various portions of the work. Failure to comply will make the bid incomplete and may make the entire proposal void. All work not listed below must be done by the bidder with his own forces unless special permission is secured from the Owner and the Engineer to do otherwise.

<b>Type of Work</b>	<b>Name</b>	<b>Address</b>

**CONTRACT**

THIS AGREEMENT, made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the County Commissioners of Hardin County, Ohio, and hereinafter designated as "First Party", and \_\_\_\_\_ hereinafter designated as "Second Party".

WITNESSETH, THAT THE "SECOND PARTY", for and in consideration of the sum of \_\_\_\_\_ (\$ \_\_\_\_\_), to be paid as hereinafter specified, hereby agrees to furnish unto the "First Party" all the necessary materials, and do all the work and labor required for the project known as Reed Road Packaged Wastewater Treatment Plant in accordance with the plans, drawings and specifications for the same hereto attached; which plans, drawings and specifications are hereby declared to be a part of this contract. It is further agreed that the following documents shall be bound with or accompany and be an essential part of this Contract:

1. Legal Notice
2. Information to Bidders
3. Contractor's Proposal
4. Performance Bond
5. General Specifications
6. Special Specifications and Plans
7. This Agreement

The "Second Party" further agrees to furnish the materials and to do the work and labor promptly, in a good substantial and workmanship manner, under the direction of the County Engineer in charge, without hindrance or delay to any other branch or class of work on the Wastewater Plant Project, and to work in harmony with and to render such assistance to other branches of work as their connection therewith and the progress of the project may require. The whole to be completed to the satisfaction and acceptance of the "First Party" on or before the \_\_\_\_\_ day of \_\_\_\_\_, 20 23

AND THE "FIRST PARTY", for and in consideration of the true and faithful performance of the work and labor and furnishings of the materials as aforesaid, hereby agrees to pay unto the "Second Party" the sum of \_\_\_\_\_  
(\$\_\_\_\_\_).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Commissioners  
of  
Hardin County  
Ohio  
"First Party"

\_\_\_\_\_ Contractors  
By \_\_\_\_\_ "Second Party"  
Title \_\_\_\_\_

WITNESS:

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

Approved as to form:

\_\_\_\_\_  
Prosecuting Attorney

**BID GUARANTY AND CONTRACT BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned \_\_\_\_\_ (Name & Address) as principal, and \_\_\_\_\_ (Name) as surety, are hereby held and firmly bound unto **the Board of Hardin 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 **February 27, 2024** to undertake the project known as **Reed Road Packaged Wastewater Treatment Plant**.

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 dollars and cents. A percentage is not acceptable.) For the payment of the penal sum will and truly be made, we hereby jointly and severally bind our heirs, our executors, administrators, successors, assigns and ourselves.

THE CONDITIONS OF THE ABOVE OBLIGATION IS SUCH that whereas the above-named principal has submitted a bid to 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 material; and in the event the Principal pays to the Obligee the difference not to exceed ten percent (10%) 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 (10%) of the penalty hereof between the amount specified in the bid, or the costs in connecting 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 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 (10) 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.

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 modifications, 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:**

\_\_\_\_\_  
Signature

Printed Name: \_\_\_\_\_

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

**Surety:**

**Surety Company:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Attorney-in-fact

**Surety Agent:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

## SPECIAL CONDITIONS

1. Methods of Construction, Composition and Preparation of Materials shall conform to the latest applicable Sections of the State of Ohio Department of Transportation, Construction and Materials Specifications and Supplemental Specifications. All work shall be under the direction of the County Engineer.
2. **MINIMUM WAGES:** The minimum wage paid to skilled and common labor employed on this contract shall be in accordance with all Federal, State, and Local laws relative to the employment of labor on public works.
3. **COMPLETION DATE:** The Packaged Wastewater Treatment Plant shall be delivered to Eldridge Station no later than **December 31, 2024**.
4. **QUALIFICATIONS:** Each bidder shall submit a list of similar projects he has built and a letter of his qualifications to complete a satisfactory contract. The County Commissioners reserve the right to reject any or all bids and to award the bid in the best interest of Hardin County, Ohio, and to waive any irregularities.
5. The bidder shall supply a Packaged Wastewater Treatment Plant to Reed Road located at 17017 Township Road 39, Kenton, Ohio 43326 so that it can be installed by the Owner. Drawings shall also be submitted with the bid so that the Engineer can determine if the proposed plant will work with the site constraints. The proposed Packaged Wastewater Treatment Plant shall meet the enclosed specifications or approved equal.
6. The successful bidder shall be available to help the Engineer with any questions during installation and if so required make visits to the site during said installation.
7. All blanks, where required, shall be filled in by the bidders.

**BID FORM**  
**REED ROAD PACKAGED WASTEWATER TREATMENT PLANT**

NO.	DESCRIPTION	QTY.	UNIT	TOTAL COST
1	Furnish and Deliver Packaged Treatment Plant to Reed Road	1	LS	

***NOTE:*** *The Hardin County Commissioners reserve the right to reject any and all bids, waive any irregularities, and accept the lowest and best bid.*

Estimate Start Date: \_\_\_\_\_

Estimated Completion Date: \_\_\_\_\_

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

Name & Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Email Address: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Tax I.D. No.: \_\_\_\_\_

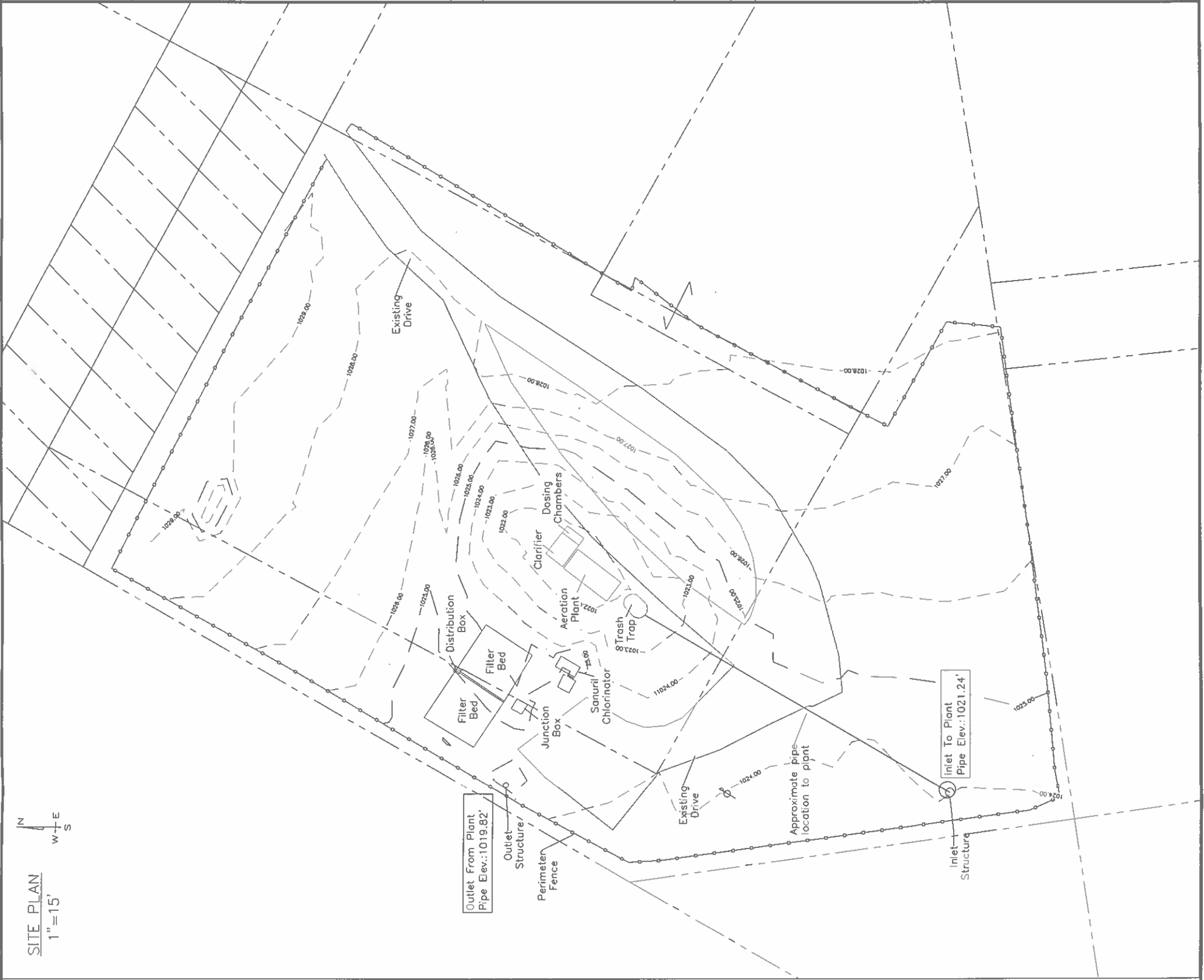
## **ATTACHMENTS**

DATE	REVISION	BY

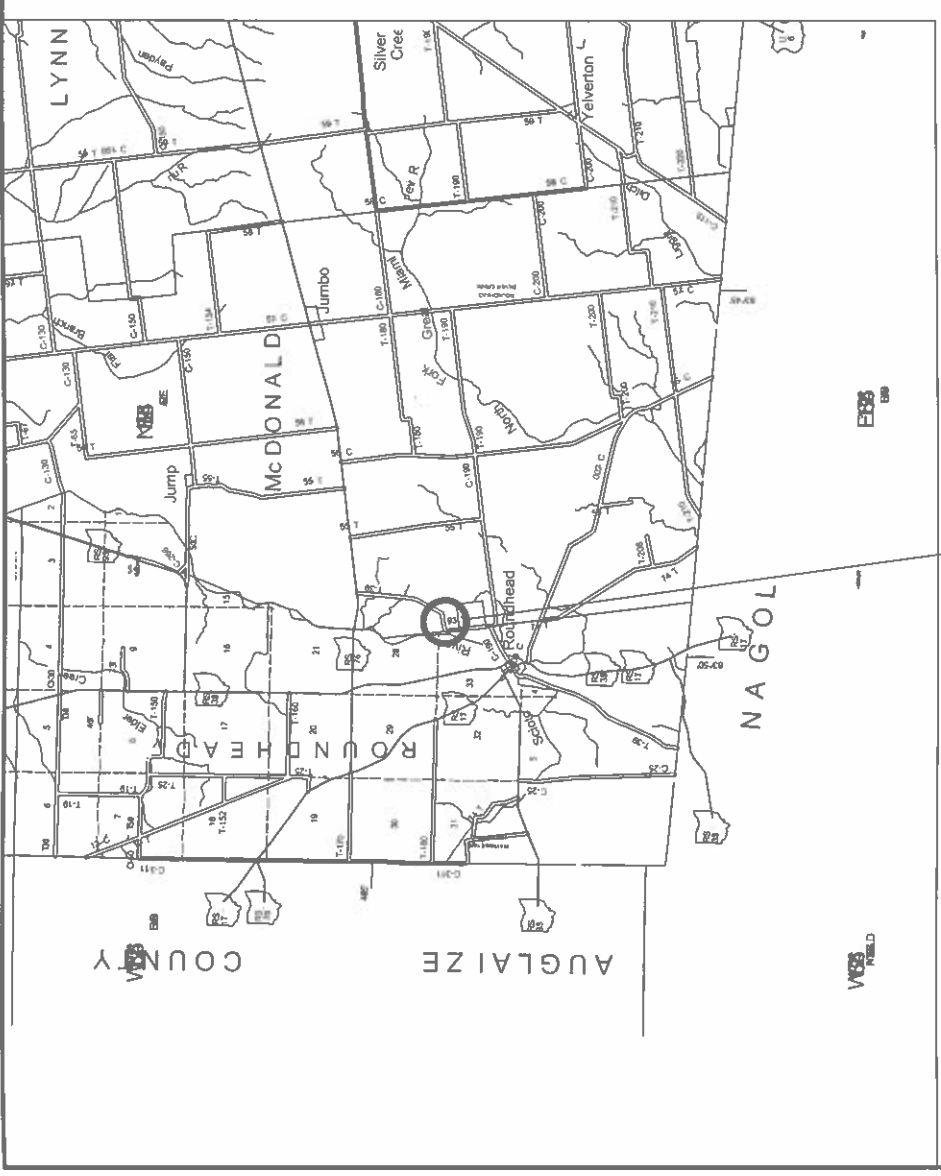
PROJECT: McDonald Township  
 REED ROAD SANITARY  
 SEWER PLANT

SCALE: AS NOTED  
 DRAWN BY: RAS  
 DATE: 1/25/22  
 CHECKED BY: TAB  
 DATE:  

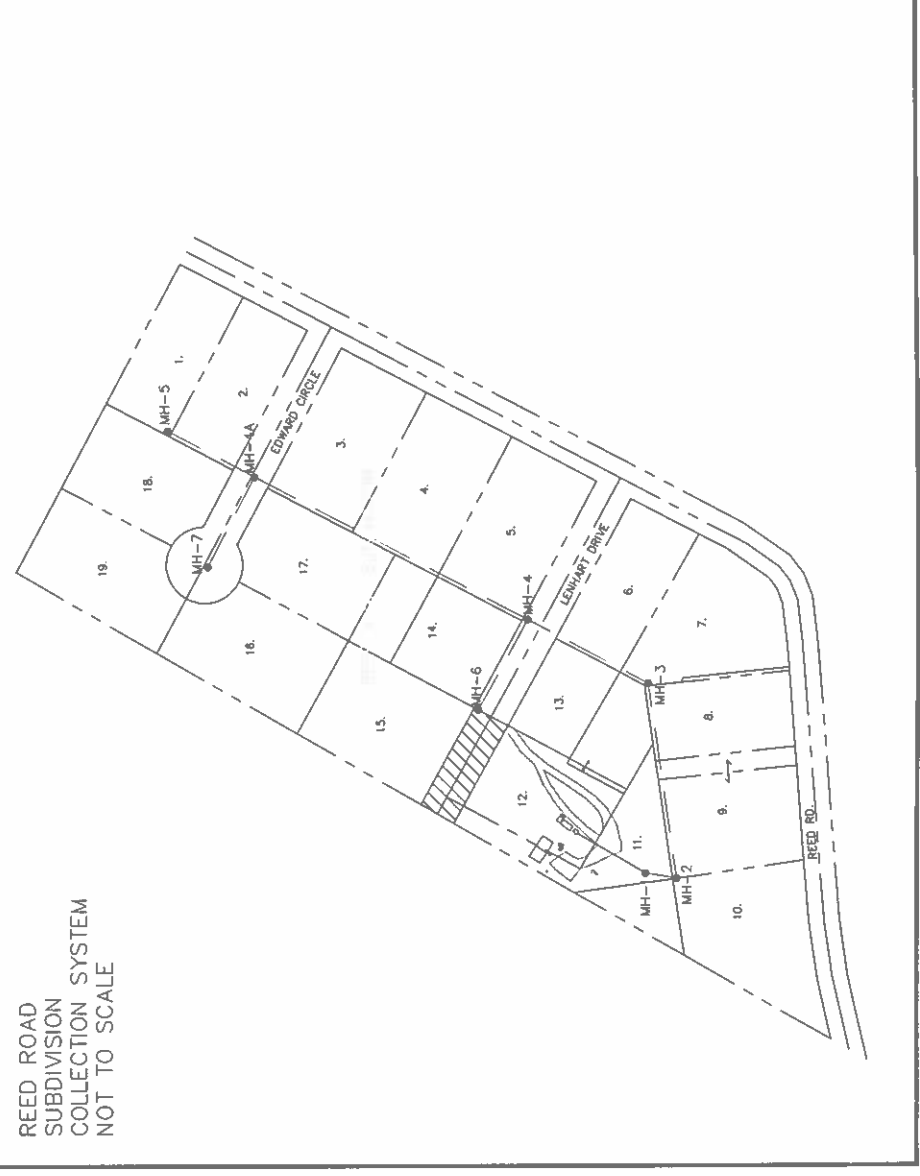
SHEET TITLE  
 SITE PLAN  
 PAGE  
 1 / 1



SITE PLAN  
 1" = 15'



LOCATION MAP  
 NO SCALE



REED ROAD  
 SUBDIVISION  
 COLLECTION SYSTEM  
 NOT TO SCALE

Part I, A. - FINAL EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS *Red Road*

1. During the period beginning on the effective date of this permit and lasting until the expiration date, the permittee is authorized to discharge in accordance with the following limitations and monitoring requirements from the following outfall: 2PG00004001. See Part II, OTHER REQUIREMENTS, for locations of effluent sampling.

Table - Final Outfall - 001 - Final

Effluent Characteristic Parameter	Discharge Limitations				Monitoring Requirements				
	Concentration Maximum Minimum	Specified Weekly	Units Monthly	Daily	Loading* Weekly	kg/day Monthly	Measuring Frequency	Sampling Type	Monitoring Months
00010 - Water Temperature - C	-	-	-	-	-	-	1/Week	Grab	All
00056 - Flow Rate - GPD	-	-	-	-	-	-	1/Day	Estimate	All
00300 - Dissolved Oxygen - mg/l	-	5.0	-	-	-	-	1/Quarter	Grab	Quarterly
00400 - pH - S.U.	9.0	6.5	-	-	-	-	1/Quarter	Grab	Quarterly
00530 - Total Suspended Solids - mg/l	-	18	12	-	0.49	0.33	1/Quarter	Grab	Quarterly
00610 - Nitrogen, Ammonia (NH3) - mg/l	-	-	-	-	-	-	1/Quarter	Grab	Quarterly
01350 - Turbidity, Severity - Units	-	-	-	-	-	-	1/Day	Estimate	All
31648 - E. coli - #/100 ml	-	284	126	-	-	-	1/Quarter	Grab	Summer - Qtrly
50060 - Chlorine, Total Residual - mg/l	0.038	-	-	-	-	-	1/Quarter	Grab	Summer - Qtrly
80082 - CBOD 5 day - mg/l	-	15	10	-	0.41	0.27	1/Quarter	Grab	Quarterly

Notes for station 2PG00004001:

\* Effluent loadings based on average design flow of 0.0072 MGD. - *7200 g.p.d.*

\*\* Total residual chlorine - See Part II, Items I and J.

\*\*\* Turbidity - See Part II, Item F.

**Table 5-1. Best available demonstrated control technology for new sources discharging sanitary wastewater.**

Parameter	Thirty-day Limit	Daily or Seven-day Limit	Maximum/Minimum Limit
CBOD <sub>5</sub>	10 mg/l	15 mg/l	n/a
Total suspended solids	12 mg/l	18 mg/l	n/a
Ammonia			
(Summer)	1.0 mg/l	1.5 mg/l	n/a
(Winter)	3.0 mg/l	4.5 mg/l	
Dissolved oxygen	n/a	n/a	6.0 mg/l (minimum)
Total residual chlorine	n/a	n/a	0.038 mg/l (maximum)
E. coli*	126 / 100 ml	235 / 100 ml	n/a
* E. coli is to be considered a design standard only. Effluent limitations will not be incorporated into a control document based solely on this table.			