



**BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO**

406 Justice Drive, Lebanon, Ohio 45036

www.co.warren.oh.us

commissioners@co.warren.oh.us

Telephone (513) 695-1250

Facsimile (513) 695-2054

***TOM GROSSMANN
SHANNON JONES
DAVID G. YOUNG***

ENTER INTO CONTRACT WITH RUMPKE OF OHIO, INC. FOR THE HAULING AND DISPOSAL OF BIOSOLIDS AT THE LOWER LITTLE MIAMI WASTEWATER TREATMENT PLANT ON BEHALF OF WARREN COUNTY WATER AND SEWER DEPARTMENT

WHEREAS, pursuant to Resolution #22-1416 dated September 27, 2022, this Board approved a Notice of Intent to Award Bid for the Hauling and Disposal of Biosolids at the Lower Little Miami Wastewater Treatment Plant to Rumpke of Ohio, Inc., for a total bid price of \$539,925.00; and

WHEREAS, all documentation, including performance bonds, insurance certificates, etc., has been submitted by the contractor; and

NOW THEREFORE BE IT RESOLVED, to enter into contract with Rumpke of Ohio, Inc., 3990 Generation Drive, Cincinnati, Ohio 45251, for a total contract price of \$539,925.00; as attached hereto and made a part hereof.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea
Mr. Young – yea
Mrs. Jones – yea

Resolution adopted this 18th day of October 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

KP/

cc: c/a— Rumpke of Ohio, Inc.
W/S (file)
OMB Bid file



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***TOM GROSSMANN
SHANNON JONES
DAVID G. YOUNG***

APPROVE NOTICE OF INTENT TO AWARD BID TO RUMPKE OF OHIO, INC. FOR THE HAULING AND DISPOSAL OF BIOSOLIDS AT THE LOWER LITTLE MIAMI WASTEWATER TREATMENT PLANT

WHEREAS, bids were closed at 11:00 a.m., on September 22, 2022, and the bids received were opened and read aloud for the Kings Mills Road Relief Sewer Project, and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Kathryn Gilbert, Staff Engineer, Rumpke of Ohio, Inc. has been determined to be the lowest and best bidder; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of the Warren County Water and Sewer Department, that it is the intent of this Board to award the contract to Rumpke of Ohio, Inc., 3990 Generation Drive, Cincinnati, Ohio 45251, for a total bid price of \$539,925.00; and

BE IT FURTHER RESOLVED, that the President of the Board is hereby authorized to execute a "Notice of Intent to Award."

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Young. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea

Mr. Young – yea

Mrs. Jones – yea

Resolution adopted this 27th day of September 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc: Water/Sewer (file)
OMB Bid file



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***TOM GROSSMANN
SHANNON JONES
DAVID G. YOUNG***

BID OPENING

September 22, 2022

BID OPENING –

Bids were closed at 11:00 a.m. this 22nd day of September and the following bids were received, opened, and read aloud for the Hauling and Disposal of Biosolids at the Lower Little Miami Wastewater Treatment Plant for the Warren County Water and Sewer Department.

Rumpke
Cincinnati, OH

\$539,925.00

Kathryn Gilbert, Staff Engineer, will review bids for a recommendation at a later date.

cc: Bid File

OMB

W/S (file)

September 14, 2022

ADDENDUM #1

**HAULING AND DISPOSAL OF BIOSOLIDS AT THE LOWER LITTLE
MIAMI WASTEWATER TREATMENT PLANT**

3 PAGE TOTAL

This Addendum No. 1 is issued to make certain revisions, additions, and clarifications to the original Contract Documents and shall be incorporated into the original Specifications. This Addendum takes precedence over any and all information previously issued. No other revisions to the Specifications are to be inferred.

QUESTIONS AND CLARIFICATIONS

1) **Question:** Can you provide the bid tab from the last time this was bid?

Answer: Yes, the bid tabulation from the 2019 bid is attached.

2) **Question:** Can we provide for landfill disposal costs without bidding hauling services?

Answer: Yes, when bidding biosolids disposal costs without hauling services, use the Alternate Bid #1 forms.

3) **Question:** Can the biosolids hauling be completed at different load sizes?

Answer: Yes, use the Alternate Bid #2 forms to provide a bid for biosolids disposal and hauling using different size loads.

THIS ADDENDUM MUST BE SIGNED AND ALL 3 PAGES ATTACHED TO YOUR BID, INCLUDING ALL ATTACHMENTS AND (RE)ISSUED SECTIONS.

Acknowledged By

Date



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***TOM GROSSMANN
SHANNON JONES
DAVID G. YOUNG***

BID OPENING

March 07, 2019

**BID OPENING – HAULING AND DISPOSAL OF BIOSOLIDS AT THE LOWER LITTLE
MIAMI WWTP PROJECT**

Bids were closed at 11:00 a.m. this 7th day of March and the following bids were received, opened and read aloud for the Hauling and Disposal Of Biosolids at the Lower Little Miami Wwtp Project for the Warren County Water and Sewer Department:

Rumpke Consolidated Cos., Inc.
Cincinnati, Ohio

\$ 362,231.65

Chris Brausch, Warren County Sanitary Engineer for the Water Department will review bids for a recommendation at a later date.

cc: Bid File

OMB

Water/Sewer (file)

PROPOSAL PRICE BASE BID FORM (Page 1 of 2)

BID FOR: HAULING & DISPOSAL OF BIOSOLIDS FROM THE LOWER LITTLE MIAMI WWTP

BID TO: WARREN COUNTY BOARD OF COMMISSIONERS
406 JUSTICE DRIVE, LEBANON, OHIO 45036

BID FROM: RUMPKE OF OHIO, INC.
(PRINT NAME OF BIDDER)

In accordance with the understandings and agreements set forth in this BID/CONTRACT DOCUMENTS, Bidder will complete the Work for the following unit price(s) and lump sum amount(s).

BASE BID – SEMI TRAILER CONTAINERS

<i>ITEM</i>	<i>QUANTITY</i>	<i>UNIT COST</i>	<i>TOTAL COST</i>
Sewage sludge disposal complete	9,000 US Tons	<u>\$ 29.25</u>	<u>\$263,250.00</u>
Sludge hauling in 23 T. loads	391 Hauls	<u>\$ 253.15</u>	<u>\$ 98,981.65</u>
Semi trailer rental	_____	<u>- 0 -</u>	<u>- 0 -</u>
Other	_____	<u>- 0 -</u>	<u>- 0 -</u>
		TOTAL	<u>\$362,231.65</u>

TOTAL BASE BID Three Hundred Sixty-Two Thousand Two Hundred Thirty One Dollars
(Written Total) and Sixty-Five Cents

The written/typed Total Bid Price is for the convenience of the Owner in comparing bids. Any discrepancy between the actual sum of the line item totals and the written/typed total bid price shall be resolved in favor of the actual sum of the correct individual line item price totals.

CONTRACT DOCUMENTS

**HAULING AND DISPOSAL OF BIOSOLIDS AT THE
LOWER LITTLE MIAMI WASTEWATER
TREATMENT PLANT**

WARREN COUNTY WATER & SEWER DEPARTMENT

WARREN COUNTY BOARD OF COMMISSIONERS
406 JUSTICE DRIVE
LEBANON, OHIO 45036
(513) 695-1250

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SECTION 00 10 10
INVITATION TO BIDDERS

Separate sealed bids for the Hauling and Disposal of Biosolids at the Lower Little Miami Wastewater Treatment Plant will be received by the Warren County Board of Commissioners at the Office of the Warren County Commissioners, 406 Justice Drive, Lebanon, Ohio 45036, until 11:00 a.m. September 22, 2022 and then at said time publicly be opened and read aloud.

Bid documents and specifications are available online at the Warren County's Website at <https://www.co.warren.oh.us/Commissioners/Bids/Default.aspx>. Questions regarding the technical specifications should be directed to Kathryn Gilbert in writing at the Warren County Water and Sewer Department, Kathryn.Gilbert@co.warren.oh.us, (513) 695-1645. Each bid shall contain the full name of each person or company submitting the bid and be accompanied by a bid bond for the full amount of the bid or a certified check in the amount equal to ten (10) percent of the bid.

The proposed work includes the hauling and disposal of approximately 9,000 wet tons of biosolids (14-15 % solids) from Warren County's Lower Little Miami Wastewater Treatment Plant over a 1-year service period beginning January 1, 2023 and ending through December 31, 2023. The treatment plant is located at 2086 State Route 22&3, Maineville, Ohio. The estimated contract value is \$550,000.00.

Contact the Warren County Commissioner's Office at (513) 695-1250 should you need assistance in accessing the bidding information on the County's website. All contract addenda will be posted to the website prior to the bid opening. Bidders should check the website regularly to stay updated on any changes to the project.

Please be aware that if you are downloading this document to bid this project, and in order to stay updated on any change, please email Krystal Powell in the Commissioners' Office at krystal.powell@co.warren.oh.us with your contact information.

A bid guaranty, as required by Ohio Revised Code, Section 153.54, shall accompany each proposal submitted, as follows:

1. A Certified check, cashier's check, or letter of credit equal to ten (10) percent of the bid. A letter of credit may only be revocable by the Owner. Upon entering into a contract with the Owner, the contractor must file a performance bond for the amount of the contract, and the bid guaranty will then be returned to the successful and unsuccessful bidders upon contract execution.

OR

2. A form of bid guaranty bond (attached) for the full amount of the bid. Such bond is retained for the successful bidder, but returned to unsuccessful bidders after the contract is executed.

Attention of bidders is called to all of the requirements contained in the bid packet. No bidder may withdraw his/her bid within sixty (60) days after the actual date of the opening thereof. All bids shall be properly signed by an authorized representative of the bidder.

Warren County reserves the right to reject any or all bids submitted, to waive any irregularities in bids, and enter into a contract with the Bidder who in Warren County's consideration offered the lowest and best bid.

By order of the Board of County Commissioner, County of Warren, State of Ohio.

Tina Osborne, Clerk

**SECTION 00 10 20
BID PROPOSAL**

The undersigned declares that the only persons or parties in this Bid are as stated; that the Bid is made without any collusion with other persons, firms, or corporations; that all the Contract Documents as prepared have been carefully examined; that the undersigned is fully informed in regard to all conditions pertaining to the Work and the place where it is to be done, and from them the undersigned makes this bid. The undersigned do hereby propose to furnish all labor, materials, tools, equipment, etc., necessary to complete the and that the bid include all costs including, permit fees, taxes, insurance, overhead, and profit. All material and equipment must comply with the specifications and contract drawings that comprise the Contract Documents.

The premiums for all Bonds required shall be paid by the Contractor and shall be included in the Contract Price. The undersigned Bidder further agrees that the Bid Security accompanying this Bid shall become the property of the County if the Bidder fails to execute the Agreement.

If any addenda are published on Warren County's website at <https://www.co.warren.oh.us/Commissioners/Bids/Default.aspx>, pursuant to SECTION 00 20 00, Paragraph 7, the undersigned acknowledges receipt of the following Addenda:

No. _____, dated _____, 20__

No. _____, dated _____, 20__

No. _____, dated _____, 20__

Bids shall include all cost incurred for the work including materials, equipment, supplies, labor, tipping fees, fuel costs, transportation costs, permit fees, taxes, insurance, miscellaneous costs, overhead, and profit.

The written/typed Total Bid price is for the convenience of the Owner in comparing bids. Any discrepancy between the actual sum of the line item totals and the written/typed total bid price shall be resolved in favor of the actual sum of the correct individual line item.

The undersigned hereby certifies under the penalty of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person or entity. The bid proposals shall remain in full force and effect for sixty (60) days after the date of opening bids. The full name and address of all persons and parties interested in the foregoing bids as principals are as follows:

Individual, Partnership, or Corporation

Signature of Corporate Officer, President, or Owner

Date

Notice of acceptance should be mail or delivered to the following:

COMPANY NAME: _____

CHIEF EXECUTIVE OFFICER: _____

ADDRESS: _____

PHONE NUMBER: _____

FAX NUMBER: _____

PROJECT CONTACT PERSON: _____

PHONE NUMBER: _____

E-MAIL ADDRESS: _____

FEDERAL ID #: _____

WEBSITE ADDRESS: _____

NOTE: The firm, corporate or individual name of the bidder must be signed in ink in the space provided for the signatures on the proposed blanks. In the case of a corporation, the title of the officer signing must be stated and such officer must be thereunto duly authorized and the seal of said corporation duly affixed. In the case of a partnership, the signature of at least one of the partners must follow the firm name, using the term "member of the firm." In the case of an individual, use the terms "doing business as", or "sole owner."

**SECTION 00 10 30
BID FORM (PAGE 1 OF 2)**

BID FOR: HAULING & DISPOSAL OF BIOSOLIDS FROM THE LOWER LITTLE MIAMI
WWTP

BID TO: WARREN COUNTY BOARD OF COMMISSIONERS
406 JUSTICE DIVE LEBANON, OHIO 45036

BID FROM: _____
(PRINT NAME OF BIDDER)

In accordance with the understanding and agreements set forth in this Bid/Contract Documents, Bidder will complete the Work for the following unit price(s) and lump sum amount(s).

BASE BID – SEMI TRAILER CONTAINERS

<i>ITEM</i>	<i>QUANTITY</i>	<i>UNIT COST</i>	<i>TOTAL COST</i>
Biosolids disposal complete	9,000 US Tons	_____	_____
Biosolids hauling in 23 T. loads	391 Hauls	_____	_____
Semi trailer rental	_____	_____	_____
Other _____	_____	_____	_____
TOTAL			_____

TOTAL BASE BID _____
(Written Total)

The written/typed Total Base Bid Price is for the convenience of the Owner in comparing bids. Any discrepancy between the actual sum of the line item totals and the written/typed total bid price shall be resolved in favor of the actual sum of the correct individual line item price totals.

BID FORM (PAGE 2 OF 2)

Name of Proposed Disposal Site: _____

Address of This Site: _____

Attach Copy of Ohio EPA Operating License

Attach Copy of Applicable Health District Approval

CURRENT OPEN CELL OPERATIONS

OEPA Permitted Life of Current Cell: _____

Remaining Life of Current Cell: _____

Maximum Average Daily Permitted Tons: _____

Current Average Daily Tons Accepted: _____

DESCRIPTION OF SERVICES TO BE PROVIDED:

**SECTION 00 10 30
ALTERNATE BID #1 FORM (PAGE 1 OF 2)**

BID FOR: DISPOSAL OF BIOSOLIDS FROM THE LOWER LITTLE MIAMI WWTP

BID TO: WARREN COUNTY BOARD OF COMMISSIONERS
406 JUSTICE DIVE LEBANON, OHIO 45036

BID FROM: _____
(PRINT NAME OF BIDDER)

In accordance with the understanding and agreements set forth in this Bid/Contract Documents, Bidder will complete the Work for the following unit price(s) and lump sum amount(s).

This alternate bid form should be used when submitting a bid for the disposal costs only with hauling to be provided by others.

ALTERNATE BID #1 – BIOSOLIDS DISPOSAL ONLY NO HAULING

<i>ITEM</i>	<i>QUANTITY</i>	<i>UNIT COST</i>	<i>TOTAL COST</i>
Biosolids disposal complete	9,000 US Tons	_____	_____
		TOTAL	_____

TOTAL ALTERNATE BID _____
(Written Total)

The written/typed Total Base Bid Price is for the convenience of the Owner in comparing bids. Any discrepancy between the actual sum of the line item totals and the written/typed total bid price shall be resolved in favor of the actual sum of the correct individual line item price totals.

ALTERNATE BID #1 FORM (PAGE 2 OF 2)

Name of Proposed Disposal Site: _____

Address of This Site: _____

Attach Copy of Ohio EPA Operating License

Attach Copy of Applicable Health District Approval

CURRENT OPEN CELL OPERATIONS

OEPA Permitted Life of Current Cell: _____

Remaining Life of Current Cell: _____

Maximum Average Daily Permitted Tons: _____

Current Average Daily Tons Accepted: _____

DESCRIPTION OF SERVICES TO BE PROVIDED:

**SECTION 00 10 50
ALTERNATE BID #2 FORM (PAGE 1 OF 2)**

BID FOR: HAULING & DISPOSAL OF BIOSOLIDS FROM THE LOWER LITTLE MIAMI
WWTP

BID TO: WARREN COUNTY BOARD OF COMMISSIONERS
406 JUSTICE DIVE LEBANON, OHIO 45036

BID FROM: _____
(PRINT NAME OF BIDDER)

In accordance with the understanding and agreements set forth in this Bid/Contract Documents, Bidder will complete the Work for the following unit price(s) and lump sum amount(s).

ALTERNATE BID #2 – OTHER METHODS

<i>ITEM</i>	<i>QUANTITY</i>	<i>UNIT COST</i>	<i>TOTAL COST</i>
Biosolids disposal complete	9,000 US Tons	_____	_____
Other _____	_____	_____	_____
Other _____	_____	_____	_____
Other _____	_____	_____	_____
Other _____	_____	_____	_____
TOTAL			_____

TOTAL BASE BID _____
(Written Total)

The written/typed Total Base Bid Price is for the convenience of the Owner in comparing bids. Any discrepancy between the actual sum of the line item totals and the written/typed total bid price shall be resolved in favor of the actual sum of the correct individual line item price totals.

ALTERNATE BID #2 FORM (PAGE 2 OF 2)

Name of Proposed Disposal Site: _____

Address of This Site: _____

Attach Copy of Ohio EPA Operating License

Attach Copy of Applicable Health District Approval

CURRENT OPEN CELL OPERATIONS

OEPA Permitted Life of Current Cell: _____

Remaining Life of Current Cell: _____

Maximum Average Daily Permitted Tons: _____

Current Average Daily Tons Accepted: _____

DESCRIPTION OF SERVICES TO BE PROVIDED:

**SECTION 00 10 50
EXCEPTION SHEET**

Exceptions: Exceptions to any bid specification must be clearly stated on this sheet. This sheet must be submitted with each bid. If there are no exceptions, please indicate “none” below.

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

**SECTION 00 20 00
GENERAL INSTRUCTION TO BIDDERS**

1. **Receipt and Opening of Bids:** The Warren County Board of Commissioners (herein referred to as “Owner”), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the Office of the Warren County Board of Commissioners until 11:00 a.m. September 22, 2022 and then at said office publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to Warren County Board of Commissioners at 406 Justice Drive, Lebanon, Ohio 45036, and shall be clearly marked as follows:

**BID OPENING
HAULING AND DISPOSAL OF BIOSOLIDS AT THE LOWER LITTLE MIAMI
WASTEWATER TREATMENT PLANT
11:00 AM SEPTEMBER 22, 2022**

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered.

2. **Description of Project:** The hauling and disposal of approximately 9,000 wet tons of biosolids (14-15% solids) from Warren County’s Lower Little Miami Wastewater Treatment Plan over a 1-year service period.
3. **Scope of Work:** Provide all work as described in the Contract Documents herein.
4. **Bid Documents:** Bid documents, including terms, general conditions, supplemental conditions, drawings, addenda, and other information are available online, free of charge, at the Warren County’s Website at <https://www.co.warren.oh.us/Commissioners/Bids/Default.aspx>. No planholder list will be maintained by the Owner. All Addenda will be posted on the website and shall not be mailed to bidders.
5. **Addenda and Interpretations:** No interpretations of the meaning of the plans, specifications, or other pre-bid documents will be made to any bidder orally. Every request for such interpretation must be in writing to Kathryn Gilbert at Kathryn.Gilbert@co.warren.oh.us. To be given consideration all questions must be received by 4:00 pm on Thursday, September 15, 2022. All such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be posted on the Warren County Commissioners’ website <https://www.co.warren.oh.us/Commissioners/Bids/Default.aspx>, no later than three days prior to the date fixed for opening of bids. Failure of any bidder to monitor the website and download any such addendum or interpretations shall not relieve such bidder from any obligation under his/her bid as submitted. All addenda so issued shall become part of the contract documents. Bidders shall be responsible for checking the website prior to submitting their bid.
6. **Preparation of Bid:** Each bid must be submitted on the prescribed form and such documents as hereunder described. All blank spaces for bid prices must be filled in, in ink or

typewritten, in both words and figures, and the foregoing certifications must be fully completed and executed when submitted.

7. **Method of Bidding:** Bids shall be submitted at the time and place indicated in the Invitation to Bidder and shall be included in a sealed envelope, marked with the project title and name and address of the bidder and accompanied by the bid security and other required documents.

8. **Required Forms:** Each bid must be submitted on the forms contained in the Contract Documents herein. All blank spaces for bid prices must be completed, in ink or typewritten, in both words and figures, and the foregoing certifications must be fully completed and executed when submitted. Each Bidder shall complete and submit the following forms, including any Addendum issued, with his/her bid:

Section 00 10 20	BID PROPOSAL
Section 00 10 30	BID FORM
Section 00 10 50	EXCEPTION SHEET
Section 00 30 10	NONCOLLUSION AFFIDAVIT – FORM 1
Section 00 30 20	NONCOLLUSION AFFIDAVIT – FORM 2
Section 00 30 30	AFFIDAVIT OF NON-DELINQUENCY OF REAL AND/OR PERSONAL PROPERTY TAX
Section 00 30 40	FINDINGS FOR RECOVERY AFFIDAVIT
Section 00 30 50	EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS, BID CONDITIONS, NON-DISCRIMINATION, AND EQUAL EMPLOYMENT OPPORTUNITY AFFIDAVIT
Section 00 40 00	BONDING REQUIREMENTS
Section 00 40 10	BID GUARANTY AND CONTRACT BOND

9. **Modification or Withdraw of Bid:** Bids may be modified or withdrawn by any appropriate document duly executed (in the manner that a bid must be executed) and delivered to the place where bids are to be submitted at any time prior to the opening of bids.

After opening, a Bidder may withdraw their bid from consideration if the price bid was substantially lower than the other bids, provided the bid was submitted in good faith and the reason for the price being substantially lower was a clerical mistake as opposed to a judgment mistake and was actually due to an unintentional omission of a substantial quantity of work, labor or material made directly in the compilation of the bid. Request to withdraw such bid must be made in writing and filed with the Owner within two business days after the opening of bids and prior to the acceptance thereof.

10. **Method of Award:** The Owner may reject all bids or may award the contract on the base bid or on the base bid combined with additions or deductible alternates, to the lowest and best bidder, as produces a net amount which is within the available funds.

To determine lowest and best bidder, the price of the bid will be given equal weight against the totality of the following factors: 1.) the Section 00 10 30 Exception Sheet; 2.) availability.

If the total price received from the lowest and best bidder exceeds the amount of funds available to finance the contract, the Owner may:

- a. Reject all bids:

- b. Augment the funds available in the amount sufficient to enable award to the lowest and best bidder or bidders;
- c. Reduce the scope of the work by eliminated certain items of work to produce a total bid which is within the available funds;
- d. Reduce the scope of work by reducing the quantities of certain items of work to produce a total bid which is within the available funds;
- e. Reduce the scope of work by a combination of adjustments as outlined in “c” and “d” above to produce a total bid which is within available funds.
- f. The Owner may reject all bids or may award the contract on the base bid or on the base bid combined with additions or deductible alternative as produces a net amount which is within the available funds.

The Owner may consider informal and may reject any bid not prepared and submitted in accordance with the provisions hereof. The Owner reserves the right to reject all bids, to waive any informalities or irregularities in the bids received, and to accept any bid which is deemed lowest and best.

11. **Qualification of Bidder:** The Owner any make such investigations as he/she 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 contract and to complete the work contemplated herein; conditional bids will not be accepted.

12. **Conditions of Work:** Each bidder must inform him/herself fully of the conditions relating to the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his/her obligation to furnish all material and labor necessary to carry out the provisions of his/her contract. Insofar as possible the contractor, in carrying out the work, must employ such methods or means or will not cause any interruption of or interference with the work of any other contractor. No plea of ignorance of conditions that exist or that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the work as the result of failure to make such examination and investigation, will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill in every respect, all the requirements of the Contract, nor will the same be accepted as a basis for any claim whatsoever for extra compensation or for an extension of time.

13. **Obligation of Bidder:** Each bidder shall, and is hereby directed to inspect the entire site of the proposed work and judge for him/herself as to all the circumstances affecting the cost and progress of the work and shall assume all patent and latent risks in connection therewith. At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his/her bid.

14. **Non-Collusion Affidavit:** The successful bidder will be required to submit non-collusion affidavit on the form included in these Bid/Contract Documents (SECTION 00 30 10 and 00 30 20). These affidavits shall be dated and executed as part of this bid.

15. **Real and/or Personal Property Tax Affidavit:** All bidders must complete the Real and/or Personal property tax affidavit (Section 00 30 30) and submit with your bid. This section should be fully completed whether or not you as a vendor/contractor own property in Warren County, Ohio.

16. **EEO Compliance:** Equal Employment Opportunity (EEO) compliance requirements and affidavits are contained in SECTION 00 30 50. Owner contracts that receive state or federal funding including, but not limited to, grants, loans, and debt forgiveness shall not be executed unless the Contractor possesses a current Certificate of Compliance issued by the State EEO Coordinator.

Every contract for or on behalf of the County for the construction, alteration, or repair of any public building or public work shall include an affidavit certifying the contractor complies with EEO requirements specified in Ohio Revised Code Section 153.59.

17. **Bid Security:**

A bid guaranty, as required by Ohio Revised Code, Section 153.54, shall accompany each proposal submitted, as follows:

1. A Certified check, cashier's check, or letter of credit equal to ten (10) percent of the bid. A letter of credit may only be revocable by the Owner. Upon entering into a contract with the Owner, the contractor must file a performance bond for the amount of the contract, and the bid guaranty will then be return to the successful and unsuccessful bidders upon request.

OR

2. A form of bid guaranty bond (attached) for the full amount of the bid. Such bond is retained for the successful bidder, but returned to unsuccessful bidders after the contract is executed.

Such cash, checks or bid bonds will be returned to bidders after the Owner has awarded the bid and has executed the contract, or, if no award has been made within 60 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he/she has not been notified of the acceptance of his/her bid.

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

18. **Liquidated Damages for Failure to Enter into Contract:** The successful bidder, upon his/her failure or refusal to execute and deliver the contract and bonds required within 10 working days after he/she has received the documents, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the bid security.

19. **No Damage for Delay:** No payment, compensation or adjustment of any kind shall be made to the contract price for damages incurred by the contractor because of hindrances or delays in the progress of the work from any cause that is not proximately caused by the Owner's action or failure to act. Whether such hindrances or delays are avoidable or unavoidable, the contractor agrees that he or she will make no claim for compensation, damages or mitigation of liquidated

damages for any such delays. Examples of delays include (but are in no manner limited to) obtaining all necessary permission from any government agency or any private party, any act or failure to act by any other contractor, subcontractor and/or supplier, all foreseen and unforeseen events and any conditions or acts of God. It is understood and agreed that the contractor assumes all risks of delays in prosecuting or completing the work under the contract that are not proximately caused by the Owner's action or failure to act. The contractor will accept in full satisfaction for such delays, an extension of time, if any, agreed to by the Owner.

20. **Security for Faithful Performance:** Simultaneously with his/her delivery of the executed contract, the Contractor shall furnish a performance (surety) bond as security for faithful performance of this contract and for the payment of all persons performing labor on project under this contract and furnishing materials in connection with the contract. The surety on such bond or bonds shall be duly authorized surety company satisfactory to the Owner. Please note that upon execution of the Contract if a Bid Guaranty/Contract Bond was submitted with your original bid a Performance Bond will not be required.

21. **Required Insurance:** In accordance with the specifications without restricting the obligations and liabilities assumed under the Contract Documents, the Contractor shall at his own cost and expense purchase and maintaining in force until final acceptance of his work, the forms of insurance coverage as described below.

Certificates from the insurance carrier stating the limits of liability and expiration date shall be filed with the Owner before operations are begin. Such certificates shall not merely name the types of policy provided, **but shall specifically refer to this Contract** and shall name the Board of Warren County Commissioners as additionally insured. However, the original policy for Owner's Protective Bodily Injury (Item F) and Property Damages (item G) shall at this time be delivered to the Owner for its possession.

All policies as hereinafter required shall be so written that the Owner will be notified of cancellation or restrictive amendment at least sixty days prior to the effective date of such cancellation or amendment.

Item A - Workmen's Compensation and/or Employer's liability Insurance as required or specified by State Law.

Item B – Comprehensive General Liability Insurance: In an amount not less than \$1,000,000.00 per occurrence for Bodily Injury and \$500,000 for explosion underground and collapse, commonly known as “XCU.” The following endorsement documents provided by Warren County:

- a. CG 20 10 10 01 – additional insured endorsement (or equivalent)
- b. CG 20 37 10 01 – additional insured endorsement (or equivalent)
- c. CG 25 03 03 97 – designated location aggregate (or equivalent)

General Liability needs to be written on Primary/Non-contributory basis for the benefit of the additional insured.

Item C – Umbrella: In an amount not less than \$1,000,000 occurrence and \$1,000,000 aggregate. Umbrella needs to attach to General Liability, Employers Liability, Auto Liability. Umbrella needs to be written on follow-form primary.

Item D - Bodily Injury Liability Insurance covering motor vehicles either owned by the Contractor or being used in connection with the prosecution of the work embraced under this contract.

Item E - Property Damage Liability Insurance covering motor vehicles either owned by the Contractor or being used in connection with the prosecution of the work embraced under this contract.

Item F - (If Applicable) - Such Protective (including Railroad Protective) and Contractual Bodily Injury Liability Insurance and such Protective (including Railroad Protective) and Contractual Property Damage Liability Insurance as shall be required by the railroad and other utility companies whose property, facilities or rights-of-way may be affected by the work to be done under this contract, in such amounts and in such form as each such utility company may require.

If any part of the work is sublet, insurance of the same types and limits as required by above items number A-F shall be provided by or on behalf of the Subcontractors to cover that part of the work they have contracted to perform including Property Damage Liability Special Hazards coverage if so required by this contract.

Protective and Contractual Bodily Injury Liability Insurance required by Item F (if applicable) shall be in an amount and form as each railroad or utility company may require.

22. **Additional Obligations Upon Contract Award:** Upon award of the bid but prior to execution of the final agreement and notice to proceed, the Contractor shall submit all of the following documents, completed as required:

1. Contract
2. Performance Bond
3. Certificates of Insurance

23. **Laws and Regulations:** The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities have jurisdiction over the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

24. **Foreign Corporation and Contractors:** "Foreign Corporations" means a corporation incorporated under the laws of another state. No contract shall be entered into with a foreign corporation until the Secretary of State has certified that such corporation is authorized to do business in Ohio: and until, if the bidder so awarded the Contract is a person or partnership, it has filed with the Secretary of State a Power of Attorney designating the Secretary of State as its agent for the purpose of accepting service of summons in any action brought under Ohio Revised Code, Section 153.05 or under Sections 4123.01 to 4123.94, inclusive.

25. **Safety Standards and Accident Prevention:** With respect to all work performed under this Contract, the Contractor shall:

- a. Comply with the safety standards provisions of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596), and the requirements of title 29 of the code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, N. 75, Saturday, April 17, 1971.
- b. Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.
- c. Maintain at his/her office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or doctor's care of persons (including employees) who may be injured at the job site. In no case shall employees be permitted to work at a job site before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor's care.

26. **Permits:** The bidder shall acquire all necessary permits and licenses necessary from the proper authorities, and shall give all notices required by law or ordinance. The charge or fee for any permitted issued by the proper authority shall be borne by the bidder.

27. **Subcontracts:** Contractor shall provide upon request of the Owner a list of all subcontractors intended to be used in performance of the work. In the event the Owner does not object, Contractor may have such work performed by a subcontractor. Contractor shall bind every subcontractor to, and every subcontractor must agree to be bound by the terms of the Agreement, as far as applicable to the subcontractor's work particularly pertaining to Prevailing Wages and EEO requirements. Nothing contained in the Agreement shall create any contractual relationship between any subcontractor and Owner, nor create any obligations on the part of the Owner to pay or see to the payment of any sums to any subcontractor.

28. **Subletting of Contract:** The Contractor shall not sublet, sell, transfer or assign any portion of the contract without written consent of the Owner or his designated agent. When such consent is given, the Contractor will be permitted to sublet a portion thereof, but shall perform with his own organization, work amounting to no less than fifty percent of the total contract cost, except that any time designated in the contract before computing the amount of work required to be performed by the Contractor with his own organization, no subcontract, or transfer of contract, shall in any way release the Contractor of his liability under the contract and bonds.

29. **The Right of Owner to Terminate Contract:** In the event that any of the provisions of these Contract Documents are violated by the Contractor, the Owner may serve written notice upon the Contractor and the Surety, of his intention to terminate such Contract, such notices to contain the reasons for such intention to terminate the Contract, and unless within ten (10) days after the serving of such notice upon the Contractor such violation shall cease and satisfactory arrangements for corrections be made, the Contract shall, upon the expiration of said ten (10) days cease and terminate. In the event of any termination, the Owner shall immediately serve notice

thereof upon the Surety and the Contractor, and the Surety shall have the right to take over and perform the Contract, provided, however, that if the Surety does not commence performance thereof within thirty (30) days from the date of the mailing of such Surety or Notice of Termination, the Owner may take over the work and prosecute same to completion by contract for the amount and at the expense of the Contractor, and the Contractor and his Surety shall be liable to the Owner for any excess cost occasioned the Owner thereby.

30. **Contract Term:** The term of this agreement shall be for a period of one year commencing on the contract execution date. The contract may be amended allowing for up to two additional years. The contract price for each additional year shall be negotiated and agreed to by both parties prior to the expiration date of the current term.

31. **CONFIDENTIAL DOCUMENTS & INFORMATION:** Do not submit confidential documents or documents of any type that contain trade secrets. All materials submitted become public records once opened and may be copied upon request to anybody including competitive bidders.

END OF SECTION

**SECTION 00 30 10
NONCOLLUSION AFFIDAVIT – FORM 1**

State of _____

BID Identification _____

CONTRACTOR _____ being first duly sworn, deposes and says that he is _____ (sole owner, a partner, president, secretary, etc.) of _____, the party making the foregoing BID; that such BID is not made 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 colluded, conspired, connived or agreed with any BIDDER or any one else to put in a sham BID, or that any one shall refrain from Bidding; that said BIDDER has not in any manner, directly or indirectly, sought by agreement, communication or conference with any one to fix the BID price of said BIDDER or of any other BIDDER, or to fix any overhead, profit, or cost element of such BID price, or of that of any other BIDDER, or to secure any advantage against the OWNER awarding the contract or anyone interested in the proposed contract; that all statement contained in such BID are true; and, further, that said BIDDER has not, directly or indirectly, submitted his BID price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, BID depository, or to any member or agent thereof, or to any other individual except to such person or persons who have a partnership or other financial interest with said BIDDER in his general business.

Signed:

Subscribed and sworn to before

me this ___ day of _____, 2022.

Seal of Notary

SECTION 00 30 20
NONCOLLUSION AFFIDAVIT – FORM 2

STATE OF _____

COUNTY OF _____

I, _____, holding the title and position of _____ at the firm _____, affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

I hereby swear and depose that the following statements are true and factual to the best of my knowledge:

The contract, bid or proposal is genuine and not made on the behalf of any other person, company or client, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

The price of the contract, bid or proposal was determined independent of outside consultation and was not influenced by other companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to propose a fake contract, bid or proposal for comparative purposes.

No companies, clients or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to refrain from bidding or to submit any form of noncompetitive bidding.

Relative to sealed bids, the price of the bid or proposal has not been disclosed to any client, company or contractor, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS, and will not be disclosed until the formal bid/proposal opening date.

AFFIANT

Subscribed and sworn to before me this _____ day of _____ 2022.

(Notary Public),

_____ County.

My commission expires _____ 20__

SECTION 00 30 30
AFFIDAVIT OF NON-DELINQUENCY OF REAL AND/OR
PERSONAL PROPERTY TAX

THIS SECTION SHOULD BE FULLY COMPLETED WHETHER OR NOT YOU AS A VENDOR/CONTRACTOR OWN PROPERTY IN WARREN COUNTY, OHIO. MAKING A FALSE STATEMENT ON THIS AFFIDAVIT MAY BE PUNISHABLE BY A FINE AND/OR IMPRISONMENT.

STATE OF _____)

SS:

COUNTY OF _____)

_____ being duly cautioned and sworn, states as follows:

1. That he/she is _____ of
(Title)

(Name of Contracting Party)

2. That _____ is not presently charged with any
(Name of Contracting Party)
delinquent Real and/or Personal property taxes on the general tax list of Real and/or
Personal property of Warren County.

-OR-

1. That _____ is charged with delinquent Real and/or
(Name of Contracting Party)

Personal property tax on the general tax list of Real and/or Personal property of Warren
County. The amount of delinquent Real and/or Personal property tax due and unpaid
including any due and unpaid penalty and interest is:

\$ _____

Further, affiant states not.

Affiant

Sworn to and subscribed in my presence this ____ day of _____ 2022.

Notary Public

This instrument was prepared by _____.

Note to Fiscal Office: If any Real and/or Personal property taxes are delinquent, you must send a copy of this statement to the County Treasurer within 30 days of the date it is submitted.

**SECTION 00 30 40
FINDINGS FOR RECOVERY AFFIDAVIT**

STATE OF _____

COUNTY OF _____, SS:

_____, upon being duly cautioned and sworn, hereby states the following based on personal knowledge:

- 1) That he/she is _____ (title), of _____ (name of bidder) and authorized to execute this affidavit; and,
- 2) That _____ (name of bidder) is not a person or entity against whom a finding for recovery has been issued by the Auditor of State, which finding for recovery is unresolved as defined in Ohio Revised Code [General Provisions] Section 9.24 (B); and,
- 3) That _____ (name of bidder) does not appear in the database of unresolved findings of recovery maintained by the Auditor of State pursuant to Ohio Revised Code [General Provisions] Section 9.24 (D).

Affiant

Sworn to and subscribed in my presence this _____ day of _____, 2022.

Notary Public

My Commission expires: _____

SECTION 00 30 50

EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS, BID CONDITIONS, NON-DISCRIMINATION, AND EQUAL EMPLOYMENT OPPORTUNITY AFFIDAVIT

Bidders shall submit a copy of a valid Certificate of Compliance issued by the State EEP Coordinator for Owner projects that received state or federal funding. The source of financing and funding for this project is specified in SECTION 00 20 00 – INSTRUCTION TO BIDDERS. Bidders may contact the State of Ohio, Department of Administrative Services, Equal Opportunity Division for information on how to apply online for a certification using the Ohio Business Gateway.

Every contract for or on behalf of the County for the construction, alteration, or repair of any public building or public work shall include an affidavit certifying the contractor complies with EEO requirements specified in Ohio Revised Code Section 153.59. In addition to the affidavit, all bidders agree to the following State of Ohio standard conditions of contract for construction:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, age, disability, Vietnam era Veteran status, ancestry or sex. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, age, disability, Vietnam era Veteran status, ancestry or sex. Such action shall include, but is not limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Contractor will in all solicitations or advertisements for employees placed by or on behalf of the prime contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, disability, Vietnam era Veteran status, ancestry or sex.
3. The Contractor agrees to fully cooperate with the County, the State Equal Employment Opportunity Coordinator and with any other official or agency, or the State or Federal government which seeks to eliminate unlawful employment discrimination, and with all other State and Federal efforts to assure equal employment practices under its contract and the contractor shall comply promptly with all requests and directions from the County, the State Equal Opportunity Coordinator and any of the State of Ohio officials and agencies in this regard, both before and during construction.
4. Full cooperation as expressed in clause (3), above, shall include, but not be limited to, being a witness and permitting employees to be witnesses and complainants in any proceedings involving questions of unlawful employment practices, furnishing all information requested by the County and the State Equal Employment Opportunity Coordinator, and permitting access to its books, records, and accounts by the County and the State Equal Employment

Opportunity Coordinator for purposes of investigation to ascertain compliance with applicable rules, regulations and orders.

5. In the event of the Contractor's noncompliance with the nondiscrimination clauses of its contract or with any of the said rules, regulations, or orders, its contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further County construction contracts.
6. The Contractor will require the inclusion of language reflecting these same six covenants within every subcontract or purchase order it executes in the performance of its contract unless exempted by rules, regulations or orders of the State Equal Employment Opportunity Coordinator so that these provisions will be binding upon each subcontractor or vendor. The contractor will take such as the County may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in any litigation with a subcontractor, vendor or other party as a result of such direction by the County, the contractor may be requested to protect the interests of the County.

The bidder hereby adopts the foregoing covenants?

_____ Yes _____ No

PLEASE NOTE: The bidder's failure to adopt the Bidder's EEO Covenants, will cause the bidder's proposal to be rejected as being non-responsive.

CERTIFICATE OF COMPLIANCE NON-DISCRIMINATION AND EQUAL EMPLOYMENT
OPPORTUNITY AFFIDAVIT (CONTRACTOR)

STATE OF _____)

SS:

COUNTY OF _____)

_____ being first duly sworn, deposes and

says that he/she is _____ of _____

the party who made the foregoing proposal; that such party as bidder does not and shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, age, disability, Vietnam era Veteran status, ancestry or sex. If awarded the bid and contract under this proposal, said party shall take affirmative action to insure that applicants are employed and that employees are treated, during employment, without regard to their race, color, religion, national origin, age, disability, Vietnam era Veteran status, ancestry or sex.. If successful as the lowest and best bidder under the foregoing proposal, this party shall post non-discrimination notices in conspicuous places available to employees and applicants for employment setting forth the provisions of this affidavit.

Furthermore, said party agrees to abide by the assurances found in Section 153.54 of the Ohio Revised Code in the Contract Provisions with the Owner if selected as the successful bidder by the Owner.

Signature

Affiant

Company/Corporation

Address

City/State/Zip Code

Sworn to and subscribed before me this _____ day of _____, 2022.

(seal) _____
Notary

CERTIFICATE OF COMPLIANCE NON-DISCRIMINATION AND EQUAL EMPLOYMENT
OPPORTUNITY AFFIDAVIT (SUB-CONTRACTOR)

STATE OF _____)

SS:

COUNTY OF _____)

_____ being first duly sworn, deposes and

says that he/she is _____ of _____

the party who made the foregoing proposal; that such party as bidder does not and shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, age, disability, Vietnam era Veteran status, ancestry or sex. If awarded the bid and contract under this proposal, said party shall take affirmative action to insure that applicants are employed and that employees are treated, during employment, without regard to their race, color, religion, national origin, age, disability, Vietnam era Veteran status, ancestry or sex.. If successful as the lowest and best bidder under the foregoing proposal, this party shall post non-discrimination notices in conspicuous places available to employees and applicants for employment setting forth the provisions of this affidavit.

Furthermore, said party agrees to abide by the assurances found in Section 153.54 of the Ohio Revised Code in the Contract Provisions with the Owner if selected as the successful bidder by the Owner.

Signature

Affiant

Company/Corporation

Address

City/State/Zip Code

Sworn to and subscribed before me this _____ day of _____, 2022.

(seal) _____
Notary

SECTION 00 40 00
BONDING REQUIREMENTS

Bid guaranty, as required by Ohio Revised Code, Section 153.54, shall accompany each proposal submitted, as follows, either:

1. A Certified check, cashier's check, or letter of credit equal to ten (10) percent of the bid. A letter of credit may only be revocable by the Owner.

OR

2. A form of bid guaranty and contract bond (attached) for the full amount of the bid. Such bond is retained for the successful bidder, but returned to unsuccessful bidders after contract is executed.

Performance bond is required upon entering into a contract with the Owner for 100 percent of the contract price when the bid guaranty is a certified check, cashier's check, or letter of credit equal to ten percent. Otherwise the bid guaranty and contract bond shall secure the performance of the contract with a penal sum of 100% of the bid. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

SECTION 00 40 10
BID GUARANTY AND CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

(Insert full name or legal title of Contractor and Address)

as Principal and

(Insert full name or legal title of Surety)

as Surety, are hereby held and firmly bound unto the Warren County Board of Commissioners hereinafter called the Obligee, in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on _____ to undertake the project known as:

**HAULING AND DISPOSAL OF BIOSOLIDS AT THE LOWER LITTLE MIAMI
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 this item is left blank, the penal sum will be the full amount of the Principal's bid, including alternates. Alternatively, if completed, 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 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, details, 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 will pay the Obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid, or the costs, in connection 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 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; and

IF THE SAID PRINCIPAL SHALL well and faithfully perform each and every condition of such contract; and indemnify the Obligee against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications, and bills of material therefore; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract: we agreeing and assenting that this undertaking shall be for benefit of any materialman or laborer having a just claim, as well as for the Obligee herein; THEN THIS OBLIGATION SHALL be void; otherwise the same shall remain in full force and effect; it being 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 SAID surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans and specifications therefor shall in any wise affect the obligations of said surety on its bond, and it does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

SIGNED AND SEALED this _____ day of _____ 2022.

PRINCIPAL

SURETY

By: _____

By: _____
Attorney-in-fact

Title: _____

Surety Agent's Name and Address:

**SECTION 00 40 20
PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called
(Corporation, Partnership or Individual)

Principal, and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

WARREN COUNTY OHIO, BOARD OF COMMISSIONERS
406 Justice Drive
Lebanon, OH 45036

hereinafter called OWNER, in the penal sum of _____ Dollars, \$(_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 2022, a copy of which is hereto attached and made a part hereof for the construction of:

**HAULING AND DISPOSAL OF BIOSOLIDS AT THE LOWER LITTLE MIAMI
WASTEWATER TREATMENT PLANT**

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the guaranty period(s), and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition of the terms of the contract or the WORK to

be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in counterparts, each one of which shall be deemed an original, this the _____ day of _____ 2022.

ATTEST:

(Principal)

(SEAL)

By _____

ATTEST:

(SEAL)

(Surety)

IMPORTANT: Pursuant to Ohio Revised Code §122.87(A) defines surety company as, “. . . a company that is authorized by the department of insurance to issue bonds as a surety”.

**SECTION 00 50 10
EXPERIENCE STATEMENT**

The Bidder is required to state in detail in the space provided below, what work they have completed of a character similar to that included in the proposed contract, to give references and such other detailed information as will enable the Owner to judge their responsibility, experience, skill and financial standing. Completion of this statement is required and must be submitted with the Bid in order to qualify for consideration for award of contract.

SUBMITTED FOR:

**HAULING AND DISPOSAL OF BIOSOLIDS AT THE LOWER LITTLE MIAMI
WASTEWATER TREATMENT PLANT**

SUBMITTED BY:

Name: _____

(Print or Type Name of Bidder)
(A Corporation / A Partnership / An Individual)
[Bidder to strike out inapplicable terms.]

Address: _____

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter.

(Note: Attach Separate Sheets as Required)

1.0 How many years has your organization been in business?

2.0 How many years has your organization been in business under its present name?

3.0 Has any contracts to which you have been a party been terminated by the owner; have you ever terminated work prior to its completion for any reason; has any surety which issued a performance bond on your behalf ever completed the work in its own name or financed such completion on your behalf; has any surety expended any monies in connection with a contract for which they furnished a bond on your behalf? If the answer to any portion of this question is "yes", please furnish details of all such occurrences including name, address, phone number, and contact person of owner, engineer, and surety, and name and date of project.

No _____ Yes _____, If yes, attach details described above.

8.0 List name, address and telephone number of an individual who represents each of the following and whom OWNER may contact for a financial reference:

8.1 A surety:

Name _____

Contact _____

Address _____

_____ Phone No. _____

Financial Reference _____

8.2 A bank:

Name _____

Contact _____

Address _____

_____ Phone No. _____

Financial Reference _____

8.3 A major material supplier:

Name _____

Contact _____

Address _____

Phone No. _____

Financial Reference _____

Dated at _____ this ____ day of _____, 2022.

(Print or Type Name of Bidder)

By: _____

(Seal, if corporation)

------(Affidavit for Individual)-----

_____, being duly sworn, deposes and says that all of the foregoing qualification information is true, complete, and accurate.

------(Affidavit for Partnership)-----

_____, being duly sworn, deposes and says that he/she is a member of the partnership of _____ and that all of the foregoing qualification information is true, complete, and accurate.

------(Affidavit for Corporation)-----

_____, being duly sworn, deposes and says that he/she is _____ of _____, and that all of the (Full name of Corporation)

foregoing qualification information is true, complete, and accurate.

------(Affidavit for Joint Venture)-----

_____ and _____, being duly sworn, deposes and says that they are members of _____ (Full Name of Joint Venture)

, and that all of the foregoing qualification information is true, complete, and accurate.

------(Acknowledgment) -----

_____, being duly sworn, deposes and says that he/she is of _____; that he/she is duly authorized to make the foregoing (Name of Bidder)

affidavit and that he/she makes it on behalf of () himself/herself; () said partnership; () said corporation.

Sworn to before me this _____ day of _____, 2022, in the County of _____, State of _____.

(Notary Public)

My commission expires _____

(Seal)

**SECTION 00 60 10
CONTRACT**

THIS AGREEMENT, made this _____ day of _____, 2022, with the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio, hereinafter called "Owner" and **CONTRACTOR NAME AND ADDRESS HERE** doing businesses as (an individual, partner, a corporation) hereinafter called "Contractor."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Owner, the Contractor hereby agrees with the Owner to commence and complete the construction described as follows:

**HAULING AND DISPOSAL OF BIOSOLIDS AT THE LOWER LITTLE MIAMI
WASTEWATER TREATMENT PLANT**

hereinafter called the project, for the sum of \$**AMOUNT AND WRITE IT OUT HERE**, and all work in connection therewith, under the terms as stated in the General Conditions and Supplemental Conditions of the Contract; and as his (its or their) own proper cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in Contract Documents. "Contract Documents" means and includes the following:

ADDENDUMS

- SECTION 00 10 10 – INVITATION TO BIDS
- SECTION 00 10 20 – BID PROPOSAL
- SECTION 00 10 30 – BID FORM
- SECTION 00 10 40 – ALTERNATE BID FORM
- SECTION 00 10 50 – EXCEPTION SHEET
- SECTION 00 20 00 – GENERAL INSTRUCTIONS TO BIDDERS
- SECTION 00 30 10 – NONCOLLUSION AFFIDAVIT – FORM 1
- SECTION 00 30 20 – NONCOLLUSION AFFIDAVIT – FORM 2
- SECTION 00 30 30 – AFFIDAVIT OF NON-DELINQUENCY OF REAL AND/OR
PERSONAL PROPERTY TAX
- SECTION 00 30 40 – FINDINGS FOR RECOVERY AFFIDAVIT
- SECTION 00 30 50 – EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS, BID
CONDITIONS, NON-DISCRIMINATION, AND EQUAL
EMPLOYMENT OPPORTUNITY AFFIDAVIT
- SECTION 00 40 00 – BONDING REQUIREMENTS
- SECTION 00 40 10 – BID GUARANTY AND CONTRACT BOND
- SECTION 00 40 20 – PERFORMANCE BOND
- SECTION 00 50 10 – EXPERIENCE STATEMENT
- SECTION 00 60 10 – CONTRACT
- SECTION 00 70 00 – TECHNICAL SPECIFICATIONS

The CONTRACTOR and OWNER hereby agree that the term of this agreement shall be for a period of one year commencing on the contract execution date. The contract may be amended

allowing for up to two additional years. The contract price for each additional year shall be negotiated and agreed to by both parties prior to the expiration date of the current term.

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The nonperforming party shall have ten calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

OWNER may terminate or suspend performance of this Agreement for OWNER'S convenience upon written notice to the CONTRACTOR. CONTRACTOR shall terminate or suspend performance of the services/work on a schedule acceptable to the OWNER.

The CONTRACTOR will indemnify and save the OWNER, their officers and employees, harmless from loss, expenses, costs, reasonable attorneys fees, litigation expenses, suits at law or in equity, causes of action, actions, damages, and obligations arising from (a) negligent, reckless or willful and wanton acts, errors or omissions by CONTRACTOR, its agents, employees, licensees, consultants, or subconsultants; (b) the failure of the CONTRACTOR, its agents, employees, licensees, consultants or subconsultants to observe the applicable standard of care in providing services pursuant to this agreement; (c) the intentional misconduct of the CONTRACTOR, its agents, employees, licensees, consultants, or subconsultants that result in injury to persons or damage to property for which the OWNER may be held legally liable.

The CONTRACTOR does hereby agree to indemnify and hold the OWNER harmless for any and all sums for which the OWNER may be required to pay or for which the OWNER may be held responsible for failure of the CONTRACTOR or any subcontractors to pay the prevailing wage upon this project.

The OWNER agrees to pay the CONTRACTOR within thirty (30) days after the receipt of an invoice.

This Contract shall be construed under the laws of the State of Ohio, and the parties hereby stipulate to the venue for any and all claims, disputes, interpretations, litigation of any kind arising out of this Contract being exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to alternate dispute resolution), as well as waiving any right to bring or remove such matters in or to any other state or federal court.

This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in two counterparts, each of which shall be deemed an original on the date first above written.

WARREN COUNTY BOARD OF COMMISSIONERS
(Owner)

Tom Grossmann, President

ATTEST:

Shannon Jones, Vice President

Name

David G. Young

(Seal)

ATTEST:

CONTRACTOR NAME HERE
(Contractor)

By: _____
Name

Title

Approved as to Form:

Assistant Prosecutor

SECTION 00 70 00
TECHNICAL SPECIFICATIONS

Specifications provided herein are for the complete services of hauling and disposal of biosolid sewage sludge cake from the Lower Little Miami WWTP to an approved Sanitary Landfill or other approved Waste Treatment Facility.

1. Wherever in these Specifications the term "County" or "Owner" is used, it shall mean Warren County, of the State of Ohio, acting through its Board of County Commissioners or their duly authorized agents, such agents acting severally within the scope of the particular duties entrusted to them.
2. Wherever in these Specifications the term "Engineer" is used, it shall mean the Warren County Sanitary Engineer or his duly authorized agents to the extent of the powers in them vested.
3. The Lower Little Miami WWTP sanitary sewage sludge cake is classified as Non-Hazardous Municipal Solid Waste under State guidelines.
4. Bidders are responsible for verifying site conditions, dimensions, and truck loading requirements. If necessary, Bidder may schedule a meeting with the Engineer at the Lower Little Miami WWTP to discuss proposed Plans of Operation prior to bid submittal.
5. Bidders shall be properly licensed or permitted sludge haulers as required by the State of Ohio and Warren County. The Contractor shall at all times conduct proper sludge hauling practices in accordance with all Federal, State and local regulations.
6. Proposed disposal facilities must meet all Federal, State and local regulations. All proposed disposal sites must employ Best Available Technology (BAT) practices and adhere to State of Ohio, Subtitle D regulations.
7. Contractors shall be required to secure and furnish any necessary permits. Contractors shall further be responsible for all required inspections.
8. Contractors shall at all times adhere to industry standards, OSHA regulations and general specifications.
9. If necessary, the County will hold a meeting with the successful bidder to discuss specific hauling operations at the Lower Little Miami WWTP site. All appropriate officials and supervisors of the Contractor, as determined by the County, shall attend.
10. Bidders should submit a bond based on the total cost of disposal and hauling the sewage sludge cake over a period of one year, bond amount equal to total price bid. The annual sludge cake quantity to use for this purpose shall be 9,000 wet tons.
11. The successful bidder must be able to provide daily hauling services Monday through Friday during normal operating hours of the Lower Little Miami WWTP. Typically, 42 wet ton of sludge cake is produced, on average four (4) days per week and hauled out in two (2) loads per day using 23 Ton tractor trailer containers. In emergency cases, the Contractor must be able to provide additional sludge hauling services given 24-hour notice. Contractor shall provide to the

County contact name(s) and emergency numbers of responsible individual(s) for emergency purposes.

12. Equipment necessary to implement bidders plan must be listed with respective cost quotes. No adjustments to pricing will be allowed during the contract period, including but not limited to, fuel surcharges. Each bidder must submit a description of services to be provided in the space provided on the Bid Forms.

13. During the course of this contract, the successful bidder shall provide waste receipt tickets (Non-Hazardous Waste Manifest) for each load of biosolids removed from the LLMWWTP. These tickets shall include the total, tare and net weight for each load. The net weight shall be used to calculate the total charges for that load. A copy of each waste receipt ticket shall be submitted with its respective invoice.

14. Bidder must submit with this bid a copy of the facility's Ohio EPA Operating License and local Health Department Operating Permit if applicable.

15. All bidders must complete all lines on the Proposal Price Base Bid Form in addition to all other required forms in this document. If no price applies to the individual line item, please indicate so with an N/A. The Alternate Proposal Price Bid Form does not need to be completed as applicable. Price proposals for sustainable technologies including anaerobic digestion will be considered and these bids should be submitted using the Alternate Proposal Form.

END OF SECTION

ADVERTISEMENT FOR BIDS

Separate sealed bids for the Hauling and Disposal of Biosolids at the Lower Little Miami Wastewater Treatment Plant will be received by the Warren County Board of Commissioners at the Office of the Warren County Commissioners, 406 Justice Drive, Lebanon, Ohio 45036, until 11:00 a.m. September 22, 2022 and then at said time publicly be opened and read aloud.

Bid documents and specifications are available online at the Warren County's Website at <https://www.co.warren.oh.us/Commissioners/Bids/Default.aspx>. Questions regarding the technical specifications should be directed to Kathryn Gilbert in writing at the Warren County Water and Sewer Department, Kathryn.Gilbert@co.warren.oh.us, (513) 695-1645. Each bid shall contain the full name of each person or company submitting the bid and be accompanied by a bid bond for the full amount of the bid or a certified check in the amount equal to ten (10) percent of the bid.

The proposed work includes the hauling and disposal of approximately 9,000 wet tons of biosolids (14-15 % solids) from Warren County's Lower Little Miami Wastewater Treatment Plant over a 1-year service period beginning January 1, 2023 and ending through December 31, 2023. The treatment plant is located at 2086 State Route 22&3, Maineville, Ohio. The estimated contract value is \$550,000.00.

Contact the Warren County Commissioner's Office at (513) 695-1250 should you need assistance in accessing the bidding information on the County's website. All contract addenda will be posted to the website prior to the bid opening. Bidders should check the website regularly to stay updated on any changes to the project.

Please be aware that if you are downloading this document to bid this project, and in order to stay updated on any change, please email Krystal Powell in the Commissioners' Office at krystal.powell@co.warren.oh.us with your contact information.

A bid guaranty, as required by Ohio Revised Code, Section 153.54, shall accompany each proposal submitted, as follows:

1. A Certified check, cashier's check, or letter of credit equal to ten (10) percent of the bid. A letter of credit may only be revocable by the Owner. Upon entering into a contract with the Owner, the contractor must file a performance bond for the amount of the contract, and the bid guaranty will then be returned to the successful and unsuccessful bidders upon contract execution.

OR

2. A form of bid guaranty bond (attached) for the full amount of the bid. Such bond is retained for the successful bidder but returned to unsuccessful bidders after the contract is executed.

Attention of bidders is called to all of the requirements contained in the bid packet. No bidder may withdraw his/her bid within sixty (60) days after the actual date of the opening thereof. All bids shall be properly signed by an authorized representative of the bidder.

Warren County reserves the right to reject any or all bids submitted, to waive any irregularities in bids, and enter into a contract with the Bidder who in Warren County's consideration offered the lowest and best bid.

By order of the Board of County Commissioner, County of Warren, State of Ohio.

Tina Osborne, Clerk

Journal News-Pulse of Lebanon and Mason:

Please publish the above advertisement one (1) time, the week of August 28, 2022.

Bill to Warren County Commissioners