

Density Current Baffles

Supply Contract

DELAWARE COUNTY, OHIO

**CONTRACTING AUTHORITY:
DELAWARE COUNTY COMMISSIONERS**

Jeff Benton

Barb Lewis

Gary Merrell

CONTRACT ADMINISTRATOR:

DELAWARE COUNTY SANITARY ENGINEER

Tiffany M. Maag, P.E.

1610 State Route 521
Delaware, Ohio 43015
Phone (740) 833-2240

BID DOCUMENTS

Density Current Baffles

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Legal Notice Invitation to Bid

Sealed bids will be received at the Office of the Delaware County Sanitary Engineer, 1610 State Route 521, Delaware, Ohio 43015, until **11:00 a.m. Friday, January 12, 2024**, at which time they will be opened and read aloud, for the project known as Density Current Baffles Supply Contract.

The proposals must be made on the forms provided in the Contract Documents or a copy thereof and shall contain the full name and address of the bidder. All bids shall be sealed and plainly marked "SEALED BID FOR DENSITY CURRENT BAFFLES SUPPLY CONTRACT."

This notice and the complete Invitation to Bid are posted on the internet and may be viewed on Delaware County's web page at <https://www.co.delaware.oh.us> under the heading Public Notices and Bids and on the Delaware County Regional Sewer District web page at <https://regionalsewer.co.delaware.oh.us/bids/>.

All bids shall be accompanied by a bond or certified check, cashier's check, or money order on a solvent bank or savings and loan association in the amount of \$1,000.00, conditioned that the bidder, if the bidder's bid is accepted, shall execute a contract in conformity to the invitation and the bid.

No bids shall be withdrawn for a period of sixty (60) days after the opening thereof. Awarding of the contract shall be to the Lowest and Best bidder as determined by the Delaware County Board of Commissioners in the best interest of the County. The Board reserves the right to waive irregularities and to reject any or all bids.

Questions about the project shall be directed in writing to Erik McPeck via email at emcpeek@co.delaware.oh.us.

Delaware Gazette Advertisement Date:
Wednesday December 13, 2023

SPECIFICATIONS

Density Current Baffles Supply Contract

Delaware County, Ohio

GENERAL

This contract is an agreement to furnish Density Current Baffles (i.e., Stamford Baffles) with all associated mounting and assembly hardware for four (4) existing wastewater treatment clarifier mechanisms at the Alum Creek Water Reclamation Facility (ACWRF). Upon request, the Supplier shall also provide field assistance by an experienced installation supervisor at daily rates. Unloading, assembly, and installation of the baffles will be performed by others.

The Owner is the Delaware County Board of Commissioners or the Delaware County Regional Sewer District (collectively known as "County").

Awarding of the contract shall be to the Lowest and Best bidder as determined by the Delaware County Board of Commissioners in the best interest of the County. Consideration will be given to the product information and delivery schedule submitted with the Supplier's bid. Failure to furnish items according to such delivery schedule shall be documented by the County and may be cause to deny any future contract award under Lowest and Best bidder consideration. Conditional bids with restrictions may be accepted or rejected at the discretion of the County.

TECHNICAL SPECIFICATIONS

Number of Clarifiers: 4

Clarifier Tank Diameter: 135 feet

Baffle Material: Fiberglass-reinforced plastic (FRP) with ultraviolet (UV) light inhibitor, free of voids, crazes, and chips. The fiberglass content of the finished material shall be 25-50% by weight. Holes for mounting and assembly fasteners shall be pre-drilled. Cut edges and pre-drilled holes must be deburred and sealed with resin.

Support Brackets: Minimum of one support bracket per baffle segment. Support brackets shall be either FRP or stainless steel. Mounting method may be either to the clarifier tank walls or launder trough. Supplier may provide prices and information for either mounting method or both.

Fasteners: Mounting and assembly fasteners shall be stainless steel.

ADDITIONAL INFORMATION AND FIELD VISIT

The Supplier shall coordinate the Density Current Baffle design and installation requirements with the existing clarifier configuration to provide optimum baffle performance. Relevant drawings for the existing clarifier configuration are included as **Appendix A** of the bid documents. The complete set of drawings for the ACWRF Secondary Clarifier Upgrade project is available upon request. The clarifier mechanisms currently run on variable frequency drives that were added after the upgrade project to reduce velocities and minimize short-circuiting of the flow path.

Field visits to the ACWRF clarifiers are permitted, but not required to bid. Bidders may request a field visit by contacting Jeff Hall, Operations Superintendent, at jhall@co.delaware.oh.us.

QUALITY ASSURANCE

Supplier shall provide in its bid pricing the ability to meet or exceed the requirements of this section. The County shall have the right to reject any product, which does not conform to such guarantee, and return same, at Supplier's expense, for correction or replacement.

DELIVERY

The Supplier is responsible for providing delivery of the product to the Alum Creek Water Reclamation Facility, 7767 Walker Wood Blvd, Lewis Center, Ohio 43035. Time and date of the delivery will be scheduled by and at the convenience of the County.

WARRANTY

Manufacturer shall warrant the Density Current Baffles to be free of defects in materials and workmanship for a minimum of one (1) year after installation with a maximum of eighteen (18) months from date of shipment.

PRICING

The supplier shall provide pricing for the bid items as detailed in the Bid Blank. All charges, including freight, fuel surcharges, delivery, labor, materials, equipment, licensing, and travel expenses to provide the goods and services as provided herein shall be included in the bid price.

SUBMITTALS

The Supplier must include the following information with their bid:

1. Specifications for all components.
2. Details of the major fabricated components showing the arrangement of components, method of attachment, and labeled with member sizes and materials.
3. Manufacturer's recommended procedures for jobsite handling and installation.
4. Supplier's estimated schedule for delivery.
5. List of at least five (5) similar product installations with customer contact information.

After the bids are opened, the awarded supplier shall submit job-specific shop drawings for review and approval, complete with all dimensions and details of connections. The awarded supplier shall be responsible for verifying all field dimensions to develop the shop drawings.

SAMPLE CONTRACT

DENSITY CURRENT BAFFLES SUPPLY CONTRACT

This Agreement is made and entered into on _____, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (“County”), and _____ (“Contractor”), hereinafter collectively referred to as the “Parties.”

1 PRODUCTS AND SERVICES PROVIDED BY CONTRACTOR

1.1 The Contractor shall supply and deliver density current baffles and provide requested installation field assistance (the “Services”) in accordance with the Invitation to Bid and Specifications for Density Current Baffles Supply Contract (the “Bid Documents”), which are by this reference fully incorporated herein.

2 SUPERVISION OF SERVICES

2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Sanitary Engineer (“Sanitary Engineer”) as the agent of the County for this Agreement.

2.2 The Sanitary Engineer shall have authority to review and order changes, commencement, suspension or termination of the Services performed under this Agreement.

3 AGREEMENT AND MODIFICATIONS

3.1 This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Contractor, shall supersede all prior understandings and agreements relating to the Services, and may only be modified or amended in writing with the mutual consent and agreement of the Parties.

4 COMPENSATION

4.1 Compensation shall be based upon the unit prices in Contractor’s bid.

5 NOTICES

5.1 “Notices” issued under this Agreement shall be served in writing by U.S. Certified Mail on the Parties to the attention of the persons listed below. The Parties may use electronic communication for the purposes of general communication; however, e-mail shall not be used to transmit Notices.

County:

Name: Erik McPeek

Address: 1610 State Route 521, Delaware, OH 43015

Telephone: (740) 833-2240

Email: emcpeek@co.delaware.oh.us

Contractor:

Name of Principal in Charge: Insert name of principal

Address of Firm: Street address including suite #, if any

City, State, Zip: City, state, zip

Telephone: Typed name

Email: email of project manager

6 PAYMENT

- 6.1 Compensation shall be paid periodically, but no more than once per month, based on invoices submitted by the Contractor and approved by the Sanitary Engineer and shall be in accordance with the Contractor's bid.
- 6.2 Invoices shall be submitted to the Sanitary Engineer by the Contractor on company letterhead clearly listing the word "Invoice" with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices and the Contractor shall promptly submit documentation as needed to substantiate said invoices.
- 6.3 The County shall pay invoices within thirty (30) days of receipt.

7 NOTICE TO PROCEED, COMPLETION OF SERVICES, DELAYS AND EXTENSIONS

- 7.1 The Contractor shall commence Services upon written order from the Sanitary Engineer and shall complete the Services in accordance with the Sanitary Engineer's order and the delivery schedule in Contractor's bid.
- 7.2 In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Contractor may make a written request for time extension, and the Sanitary Engineer may grant such an extension provided that all other terms of the Agreement are adhered to.

8 SUSPENSION OR TERMINATION OF AGREEMENT

- 8.1 The County, upon written Notice as specified in Section 5, may suspend or terminate this Agreement at any time for the convenience of the County, at which time the Contractor shall immediately suspend or terminate Services, as ordered by the County.
- 8.2 In the case of termination, the Contractor shall submit a final invoice within sixty (60) days of receiving Notice of termination for Services completed up to the date of termination. The County is not liable for payment for Services performed after the date of termination.

9 INDEMNIFICATION

- 9.1 The Contractor shall indemnify and hold free and harmless Delaware County and its officials and employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the proportionate extent caused by any negligent acts, errors or omissions of the Contractor, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.
- 9.2 The Contractor shall indemnify and hold free and harmless Delaware County and its officials and employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result breach of contract, infringement of any right to use, possess, or otherwise operate or have any owned, protected, licensed, trademarked, patented, non-patented, and/or copyrighted software, product, service, equipment, invention, process, article, or appliance manufactured, used, or possessed in the performance of the Agreement and/or in providing the Services, to the extent caused by any act, error, or omission of the Contractor, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

10 INSURANCE

- 10.1 General Liability Coverage: Contractor shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 10.2 Automobile Liability Coverage: Contractor shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 10.3 Workers' Compensation Coverage: Contractor shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.

- 10.4 Additional Insureds: Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 10.1 and 10.2. Contractor shall require all of its subcontractors to provide like endorsements.
- 10.5 Proof of Insurance: Prior to the commencement of any work under this Agreement, Contractor, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Contractor will replace certificates for any insurance expiring prior to completion of work under this Agreement.

11 MISCELLANEOUS TERMS AND CONDITIONS

- 11.1 Prohibited Interests: Contractor agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Contractor further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 11.2 Independent Contractor: The Parties acknowledge and agree that Contractor is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Contractor hereby certifies that it has five or more employees and that none of the employees are public employees for purposes of Chapter 145 of the Ohio Revised Code.**
- 11.3 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 11.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
- 11.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 11.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 11.7 Findings for Recovery: Contractor certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 11.8 Authority to Sign: Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf and is authorized to bind such principal.
- 11.9 County Policies: The Contractor shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, and Contractor Safety Policy. The

Contractor shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing work under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Contractor to comply with this Subsection. Copies of applicable policies are available upon request or online at <https://humanresources.co.delaware.oh.us/policies/>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.

11.10 Drug-Free Workplace: The Contractor agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Contractor shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the work being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.

11.11 Non-Discrimination/Equal Opportunity: Contractor hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

Contractor further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

Contractor certifies that it has a written affirmative action program for employment and effectively utilizes economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code.

Contractor certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.

(The remainder of this page is left intentionally blank.)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

INSERT NAME OF CONTRACTOR

Date: _____

By: _____
Signature

Printed Name of Principal

Business Title

**BOARD OF COUNTY COMMISSIONERS
OF DELAWARE COUNTY, OHIO**

Date: _____

By: _____
Gary Merrell, President of the Board
Pursuant to Resolution No. 11-137 and
Resolution No. 24-_____

Approved as to Form:

General Counsel, Board of Commissioners
Delaware County, Ohio

Notice of Award

Dated _____

Project: Density Current Baffles	Owner: Delaware County Board of Commissioners	Owner's Contract No.:
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Contract: Density Current Baffles Supply Contract	Engineer's Project No.:
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Bidder:

Bidder's Address: (send Certified Mail, Return Receipt Requested)

You are notified that your Bid dated _____ for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for Density Current Baffles Supply Contract.

The Contract Price is as follows, **to be provided under the terms of the contract and specifications** (see attached page 16 of the Bid Documents):

Tank Wall / Launder (select one) Mounted Density Current Baffles with Mounting and Assembly Hardware for Four (4) 135' Diameter Clarifiers \$ _____.

As-needed Field Assistance \$ _____/Day

You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner one (1) fully executed CONTRACT.
2. Deliver PROOF OF INSURANCE, WITH PROPERLY EXECUTED ENDORSEMENTS

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

DELAWARE COUNTY

Owner

By: _____

Authorized Signature

SANITARY ENGINEER

Title

Copy to: Sanitary Engineer, Tiffany Maag and _____

Notice to Proceed

Dated _____

Project: Density Current Baffles	Owner: Delaware County Board of Commissioners	Owner's Contract No.:
----------------------------------	---	-----------------------

Contract: Density Current Baffles Supply Contract	Engineer's Project No.:
---	-------------------------

Contractor: _____

Contractor's Address: [send Certified Mail, Return Receipt Requested]

You are notified that the Contract Times under the above contract will commence to run on _____. On or before that date, you are to start performing your obligations under the Contract Documents.

Also, before you may start any Work at the Site, you must [add other requirements]: Coordinate deliveries with onsite staff.

(Contractor)
Received by:

Owner

Authorized Signature

(Title)

Title

(Date)

Date

Copy to: Sanitary Engineer, Tiffany Maag and _____

Change Order

No. _____

Date of Issuance: _____ Effective Date: _____

Project: Density Current Baffles	Owner: Delaware County Board of Commissioners	Owner's Contract No.:
Contract: Density Current Baffles Supply Contract		Date of Contract:
Contractor:		Engineer's Project No.:

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Attachments: (List documents supporting change):

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$ _____	Original Contract Times: <input type="checkbox"/> Working days <input type="checkbox"/> Calendar days Substantial completion (days or date): _____ Ready for final payment (days or date): _____
[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: \$ _____	[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: Substantial completion (days): _____ Ready for final payment (days): _____
Contract Price prior to this Change Order: \$ _____	Contract Times prior to this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
[Increase] [Decrease] of this Change Order: \$ _____	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
Contract Price incorporating this Change Order: \$ _____	Contract Times with all approved Change Orders: Substantial completion (days or date): _____ Ready for final payment (days or date): _____

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Engineer (Authorized Signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Date: _____	Date: _____	Date: _____
Approved by Funding Agency (if applicable): _____		Date: _____

Change Order Instructions

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

Work Change Directive

No. _____

Date of Issuance: _____ Effective Date: _____

Project: Density Current Baffles	Owner: Delaware County Board of Commissioners	Owner's Contract No.:
Contract: Density Current Baffles Supply Contract		Date of Contract:
Contractor:		Engineer's Project No.:

You are directed to proceed promptly with the following change(s):

Item No.	Description

Attachments (list documents supporting change):

Purpose for Work Change Directive:

- Authorization for Work described herein to proceed on the basis of Cost of the Work due to:
 - Non-agreement on pricing of proposed change.
 - Necessity to expedite Work described herein prior to agreeing to changes on Contract Price and Contract Time.

Estimated change in Contract Price and Contract Times:

Contract Price \$ _____ (increase/decrease) Contract Time _____ days (increase/decrease)

If the change involves an increase, the estimated amounts are not to be exceeded without further authorization.

Recommended for Approval by Engineer:	Date
Authorized for Owner by:	Date
Accepted for Contractor by:	Date
Approved by Funding Agency (if applicable):	Date:

BID BLANK

Density Current Baffles Supply Contract

Delaware County, Ohio

Bidder Name (Company): _____

Bidders shall include prices for either Alternate A, Alternate B, or both.

Item	Unit	Quantity	Unit Price	Total Price
<u>Alternate A:</u> Tank Wall Mounted Density Current Baffles with Mounting and Assembly Hardware for One (1) 135' Diameter Clarifier	EACH	4	\$	\$
<u>Alternate B:</u> Launder Mounted Density Current Baffles with Mounting and Assembly Hardware for One (1) 135' Diameter Clarifier	EACH	4	\$	\$
As-needed Field Assistance	DAILY	Not applicable		Not applicable

Estimated weeks to delivery after contract execution and County approval of submittals: _____

CERTIFICATION OF BID

I, authorized contracting principal or agent of the Bidder do hereby certify that the Bidder will conform to the foregoing requirements of the bid and will furnish, at the listed unit prices, all chemicals ordered by Delaware County in accordance with required specifications.

Print Clearly or Type:

Bidder (Company)

Address

City State Zip

Telephone Fax

Printed Name and Job Title of Authorized Principal or Agent

Signature

FORM OF BID GUARANTY

KNOW ALL PERSONS BY THESE PRESENT, that we, the undersigned

_____ as Principal at _____

(Address) and _____

as Surety, are hereby held and firmly bound unto the County of Delaware as Obligee in the penal sum of \$1,000.00 as part of the bid submitted by the Principal to the Obligee on (date) _____ to undertake the Project known as: _____

The penal sum, referred to herein, shall be \$1,000.00, incorporating any additive or deductive alternate Bids made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee. 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 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 the Principal, within ten days after the awarding of the contract, enters into a proper contract in accordance with the bid, plans, details, specifications and bills of material, which said contract is made a part of this bond the same as though set forth herein, 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, therefore, shall in any way 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 _____, 20_____.

PRINCIPAL:

By: _____

Title: _____

SURETY: _____

By: _____
Attorney-in-Fact

SURETY COMPANY ADDRESS:

Street

City State Zip

Telephone

SURETY AGENT'S ADDRESS:

Agency Name

Street

City State Zip

Telephone

LIST OF SUBCONTRACTORS AND SUPPLIERS

BIDDER NAME _____

SUBCONTRACTORS (USE ADDITIONAL PAPER IF NECESSARY)

Company Name	Address	Telephone #	Contact Person	Email

SUPPLIERS (USE ADDITIONAL PAPER IF NECESSARY)

Company Name	Address	Telephone #	Contact Person	Email

EXPERIENCE RECORD

(TO BE SUBMITTED WITH THE BID)

The Bidder is required to state the character of previous work, give references, and such other detailed information as will enable the OWNER to determine responsibility, including experience, skill, and financial standing. Projects listed shall be for OWNERS other than this Project.

OWNER: _____ STREET: _____

CONTACT: _____ CITY: _____

PHONE: (____) _____ STATE: _____ ZIP: _____

PROJECT NAME: _____

DESCRIPTION: _____

COST OF PROJECT: _____

OWNER: _____ STREET: _____

CONTACT: _____ CITY: _____

PHONE: (____) _____ STATE: _____ ZIP: _____

PROJECT NAME: _____

DESCRIPTION: _____

COST OF PROJECT: _____

OWNER: _____ STREET: _____

CONTACT: _____ CITY: _____

PHONE: (____) _____ STATE: _____ ZIP: _____

PROJECT NAME: _____

DESCRIPTION: _____

COST OF PROJECT: _____

*(USE ADDITIONAL COPIES OF THIS FORM AS REQUIRED)

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

O.R.C. 5719.042

STATE OF OHIO

ss:

COUNTY OF DELAWARE

TO: Delaware County Commissioners

The undersigned, being first duly sworn, having been awarded a contract by you for the Density Current Baffles Supply Contract hereby states that we were not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which you as a taxing district have territory and that we were not charged with delinquent personal property taxes on any such tax list.

In consideration of the award of the above contract, the above statement is incorporated in said contract as a covenant of the undersigned.

Affiant

Sworn to before me and subscribed in my presence this _____ day of _____, 20__.

Notary Public

My commission expires: _____

NON-DISCRIMINATION CLAUSE

In the performance of this and all Contracts, the Contractor will be bound by the following *Non-Discrimination Clause*, by this reference hereby made a binding condition of the Contract:

1. The Contractor will not discriminate against any employee or applicant for employment because of **race, creed, color or national origin or physical or mental handicap**. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their **race, creed, color, national origin or physical or mental handicap**. Such actions shall include, but not be limited to, the following: **employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection or training, including apprenticeship**. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this *Non-discrimination Clause*.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applications will receive consideration for employment without regard to **race, color, creed, national origin, or physical or mental handicap**.
3. The Contractor further affirms that he will incorporate or cause to be incorporated into any construction subcontract, the regulations on **Equal Employment Opportunity** during the performance of this Contract.

By: _____
Signature

(SEAL – if by a corporation)

Title

Business Name

Address

City, State, Zip

NON-COLLUSION AFFIDAVIT

STATE OF OHIO, COUNTY OF DELAWARE: ss

_____, being first duly sworn, deposes and states that he/she is the _____ of _____, the party making the foregoing **Proposal or Bid**; that such **Bid** is genuine and not a collusive sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the price of affiant or any other bidder, or to fix any overhead profit or cost element of said bid price, or of that of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the **Delaware County Board of Commissioners**, or any person or persons interested in the proposed **Contract**, and that all statements contained in said **Proposal or Bid** are true; and further, that such bidder has not, directly or indirectly, submitted this **Bid**, or the contents thereof, or divulged information or data relative thereto any association or to any member or agent thereof.

Affiant

Sworn to before me and subscribed in my presence this _____ day of _____, 20__.

Notary Public

My commission expires: _____

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON
FOLLOWING PAGE)**

- 1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name of Vendor: _____

Date: _____

By: _____
(Name and Title of Authorized Representative)

(Signature of Authorized Representative)

LIST OF INTERESTED PRINCIPALS

The names and addresses of persons interested as principals in this proposal are as follows:
(write names in full)

Fill in prior to bidding

CERTIFIED COPY OF CORPORATE RESOLUTION

(Name of Company)

I hereby certify that I am the duly elected and acting Secretary of _____

a Corporation duly organized and existing under the laws of the State of _____;

that on the _____ day of _____, 20_____, the board of directors of

said Corporation authorized and approved a certain proposal to the Delaware County Board of

Commissioners (owner) for the construction of certain improvements for _____

(insert name of project)

by said Corporation and any Contract resulting therefrom and empowered the _____

(insert title of officer)

of said Corporation to execute said proposal and Contract for and in behalf of said Corporation; that said

authority is not contrary to any provision in the articles of incorporation or code of regulations or code

of bylaws of said Corporation; that said authority has not been rescinded or modified; and that _____

_____ is the duly elected and acting _____

_____ of said Corporation.

(insert title of officer)

IN WITNESS WHEREOF, I have hereunto subscribed my name on _____

_____, 20 _____.

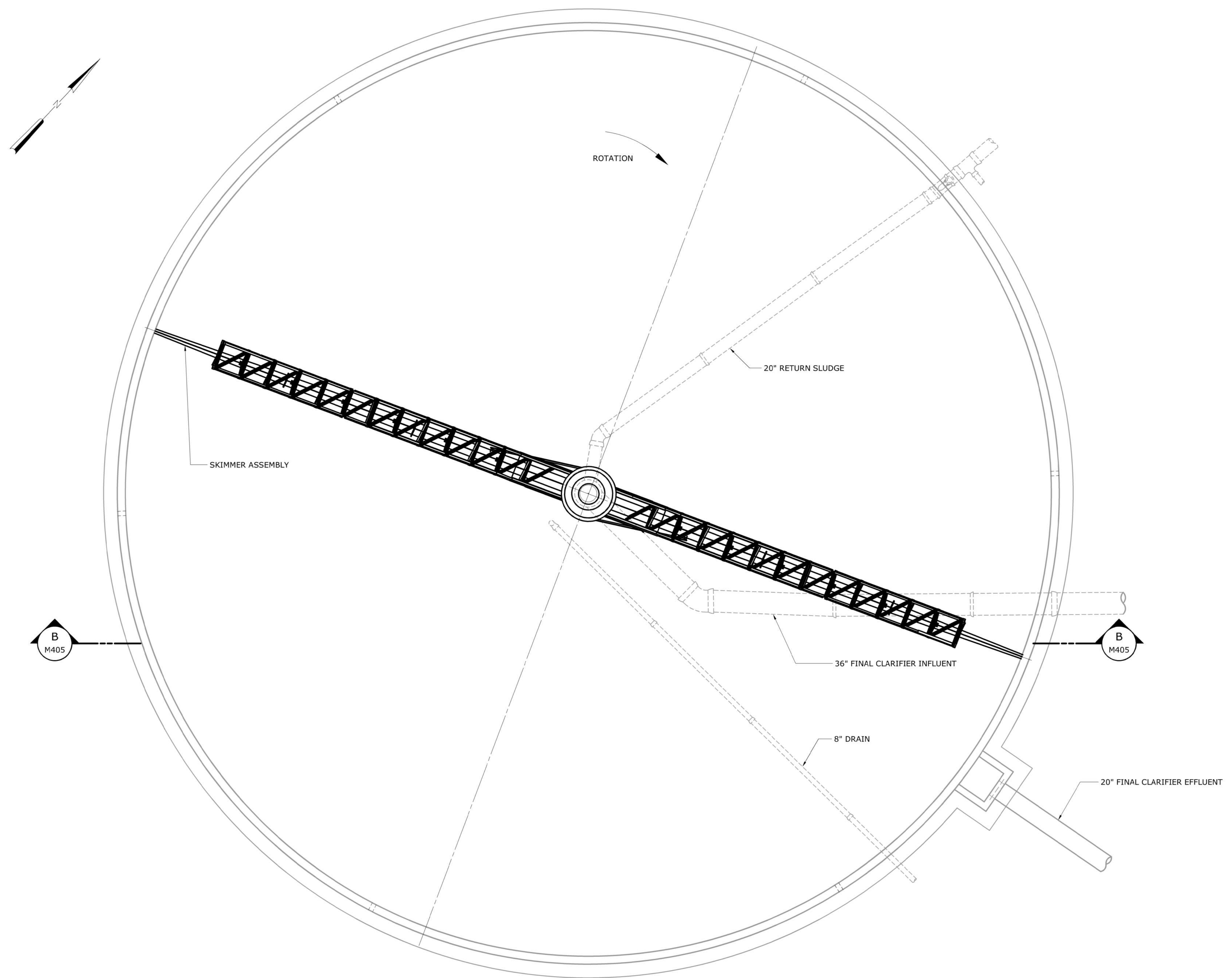
Secretary



DENSITY CURRENT BAFFLES SUPPLY CONTRACT

Appendix A Existing Clarifier Mechanical Drawings & Details

NOTES:
 1. CLARIFIER NO. 1 IS SHOWN. WORK IS SIMILAR FOR ALL FOUR CLARIFIERS.



BOTTOM PLAN
 1/8" = 1'-0"

PLOT DATE: 2020/09/11 4:53:33 PM
 BY: P:\PHIPPS\SCOTT DOUGLAS PHIPPS
 FILE: C:\BENTLEY\DRAWING\DWG\2020\50098\M403.DWG
 PLOT DATE: 2020/09/11 4:53:33 PM
 PLOT BY: P:\PHIPPS\SCOTT DOUGLAS PHIPPS

REV	ISSUED FOR	DATE	BY

PROJECT ENGINEER:	S. PHIPPS
DESIGNED BY:	M. STRAHOTA
DRAWN BY:	P. VANGORDEN
CHECKED BY:	W. MARTIN
IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO FULL SCALE 	

BID DRAWING

Hazen

HAZEN AND SAWYER
 150 E. CAMPUS VIEW BLVD., SUITE 200
 COLUMBUS, OH 43235

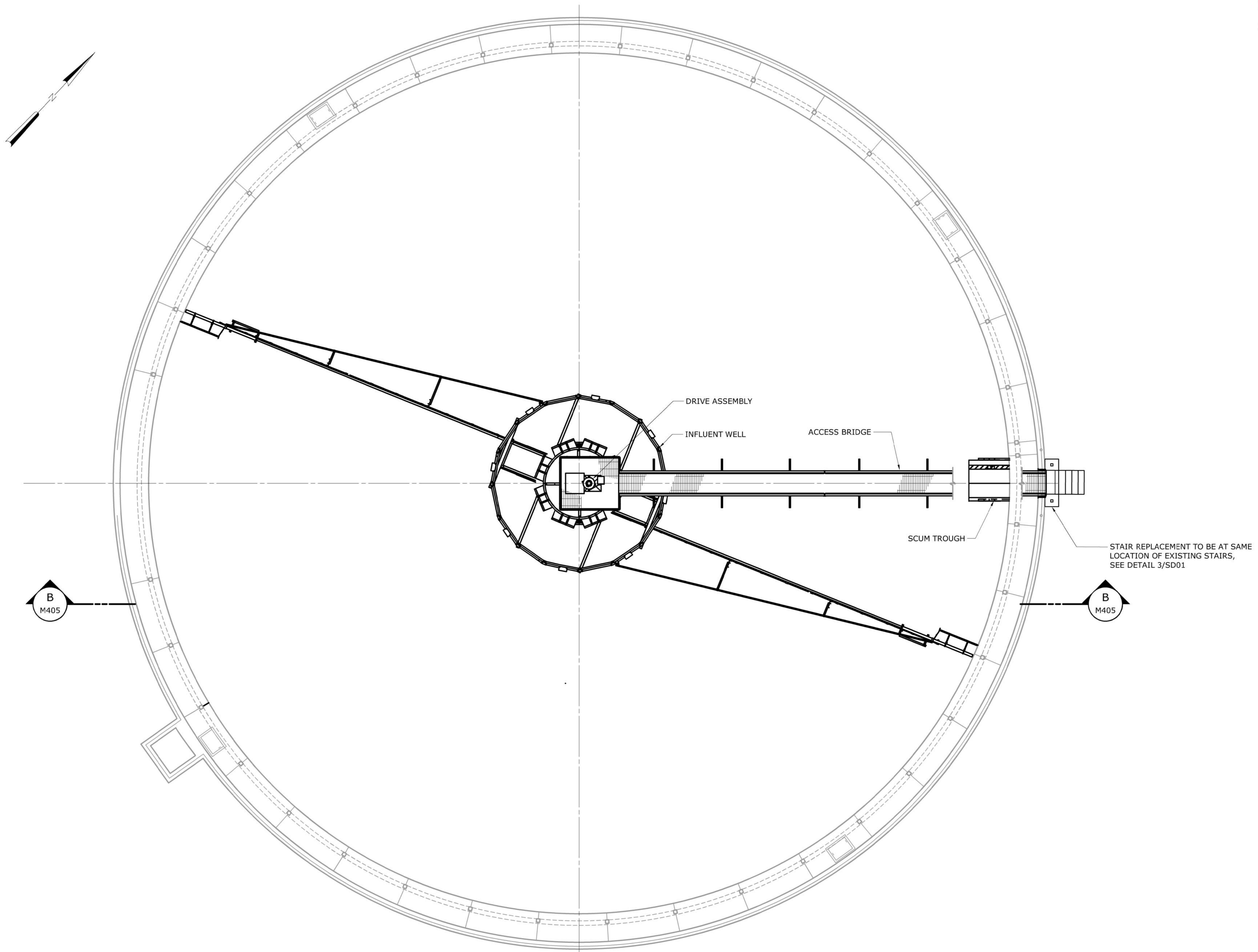
DELAWARE COUNTY, OHIO
 REGIONAL SEWER DISTRICT

ALUM CREEK WATER RECLAMATION FACILITY
 SECONDARY CLARIFIER UPGRADE

SECONDARY CLARIFIER
 MECHANICAL
 BOTTOM PLAN

DATE:	SEPTEMBER 2020
HAZEN NO.:	50098-008
CONTRACT NO.:	
DRAWING NUMBER:	M403

NOTES:
 1. CLARIFIER NO. 1 IS SHOWN. WORK IS SIMILAR FOR ALL FOUR CLARIFIERS.



STAIR REPLACEMENT TO BE AT SAME LOCATION OF EXISTING STAIRS, SEE DETAIL 3/SD01

TOP PLAN
 1/8" = 1'-0"

PLOT DATE: 2020/09/11 4:53:53 PM
 BY: P:\PHIPPS\SCOTT DOUGLAS PHIPPS
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 PLOT DATE: 2020/09/11 4:53:53 PM
 PLOT BY: P:\PHIPPS\SCOTT DOUGLAS PHIPPS

REV	ISSUED FOR	DATE	BY

PROJECT ENGINEER:	S. PHIPPS
DESIGNED BY:	M. STRAHOTA
DRAWN BY:	P. VANGORDEN
CHECKED BY:	W. MARTIN
IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO FULL SCALE	

BID DRAWING

Hazen

HAZEN AND SAWYER
 150 E. CAMPUS VIEW BLVD., SUITE 200
 COLUMBUS, OH 43235

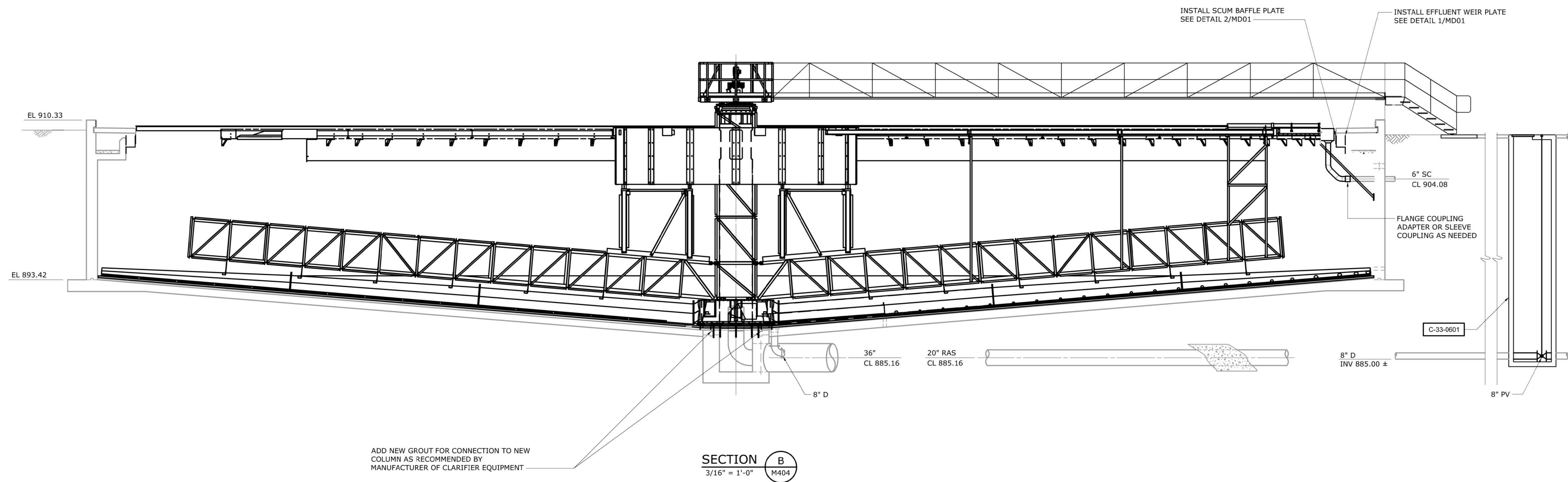
DELAWARE COUNTY, OHIO
 REGIONAL SEWER DISTRICT

ALUM CREEK WATER RECLAMATION FACILITY
 SECONDARY CLARIFIER UPGRADE

SECONDARY CLARIFIER
 MECHANICAL
 TOP PLAN

DATE:	SEPTEMBER 2020
HAZEN NO.:	50098-008
CONTRACT NO.:	
DRAWING NUMBER:	M404

NOTES:
 1. CLARIFIER NO. 1 IS SHOWN. WORK IS SIMILAR FOR ALL FOUR CLARIFIERS.



ADD NEW GROUT FOR CONNECTION TO NEW COLUMN AS RECOMMENDED BY MANUFACTURER OF CLARIFIER EQUIPMENT

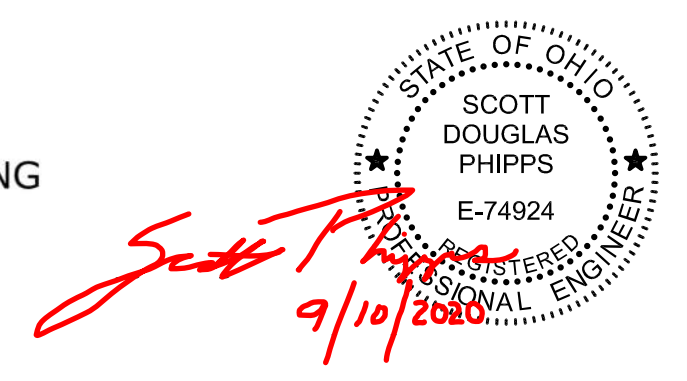
SECTION B
 3/16" = 1'-0" M404

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 FILE: C:\BENTLEY\BMAP\2017\1708\M405 - Secondary Clarifier Upgrade.dwg
 Scale Date: 2020/09/11 4:53 PM

REV	ISSUED FOR	DATE	BY

PROJECT ENGINEER:	S. PHIPPS
DESIGNED BY:	M. STRAHOTA
DRAWN BY:	P. VANGORDEN
CHECKED BY:	W. MARTIN
IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO FULL SCALE	

BID DRAWING

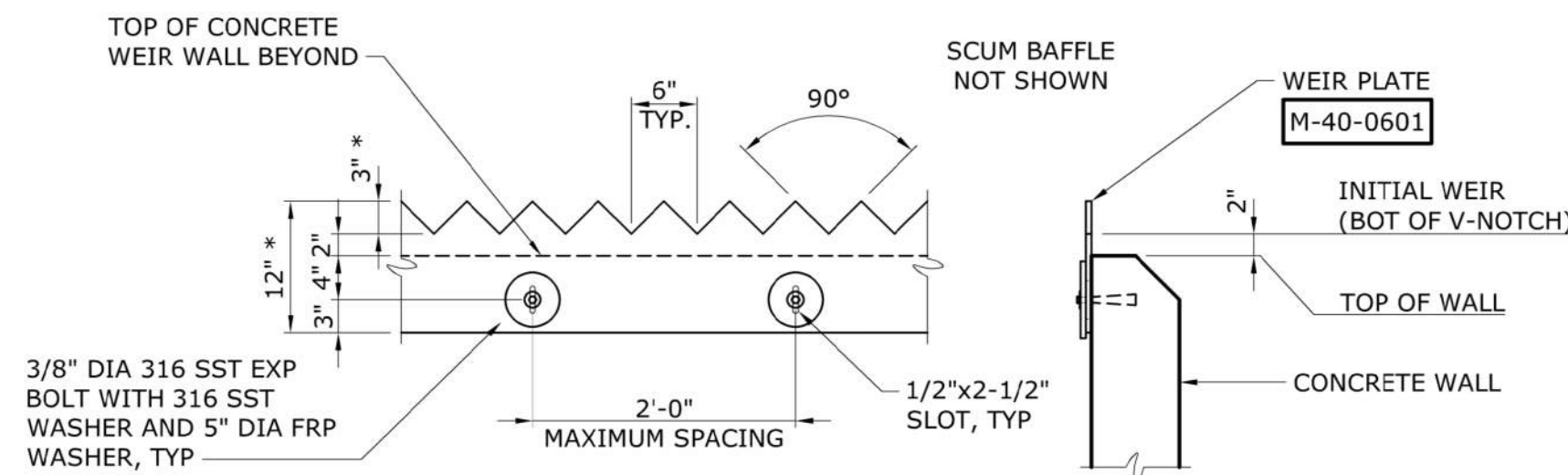


Hazen
 HAZEN AND SAWYER
 150 E. CAMPUS VIEW BLVD., SUITE 200
 COLUMBUS, OH 43235

DELAWARE COUNTY, OHIO
 REGIONAL SEWER DISTRICT
 ALUM CREEK WATER RECLAMATION FACILITY
 SECONDARY CLARIFIER UPGRADE

SECONDARY CLARIFIER
 MECHANICAL
 SECTION

DATE:	SEPTEMBER 2020
HAZEN NO.:	50098-008
CONTRACT NO.:	
DRAWING NUMBER:	M405

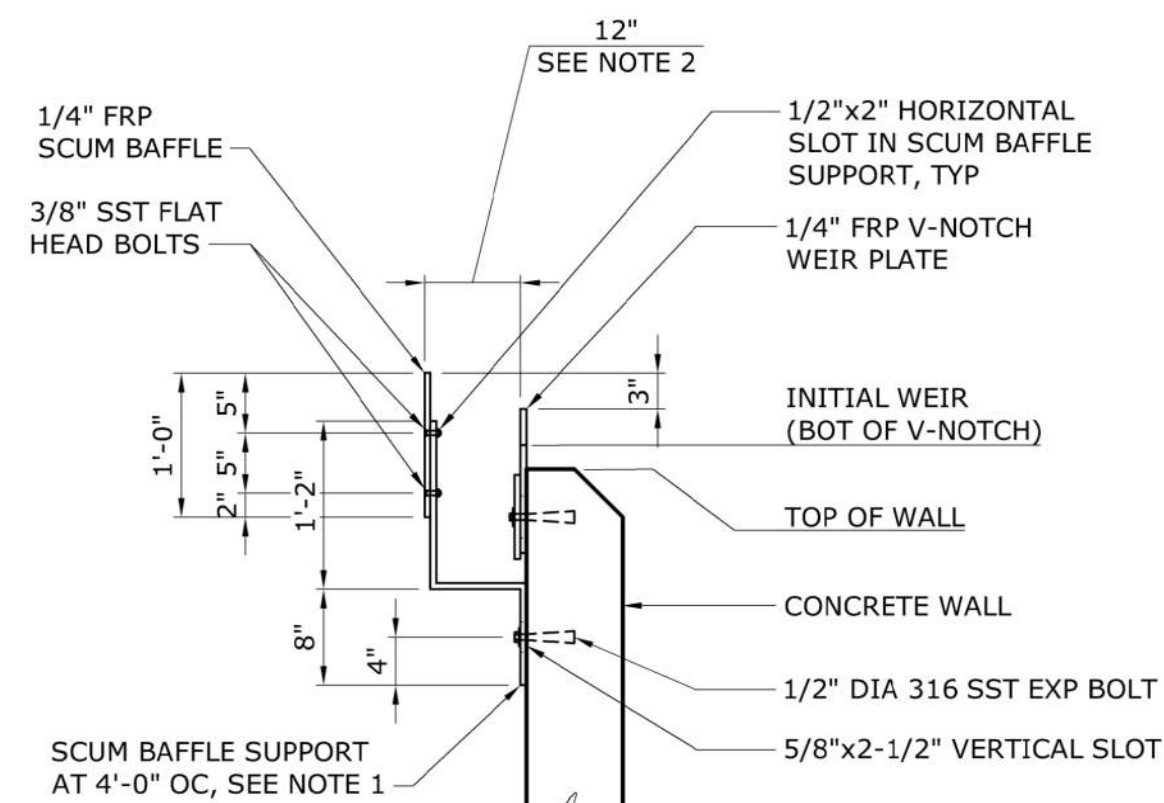


NOTE:
PROVIDE FOR WEIR ADJUSTMENT OF ±1-1/2" FROM THE INITIAL ELEVATION SHOWN. ALL WEIRS SHALL BE INSTALLED TO WITHIN 0.01 FT OF INITIAL ELEVATION.

DIMENSIONS MARKED WITH AN ASTERISK (*) ARE NOMINAL. ADJUSTMENT BY UP TO 1/4" IS ACCEPTABLE.

EFFLUENT V-NOTCH WEIR PLATE

DETAIL	1
3/4" = 1'-0"	

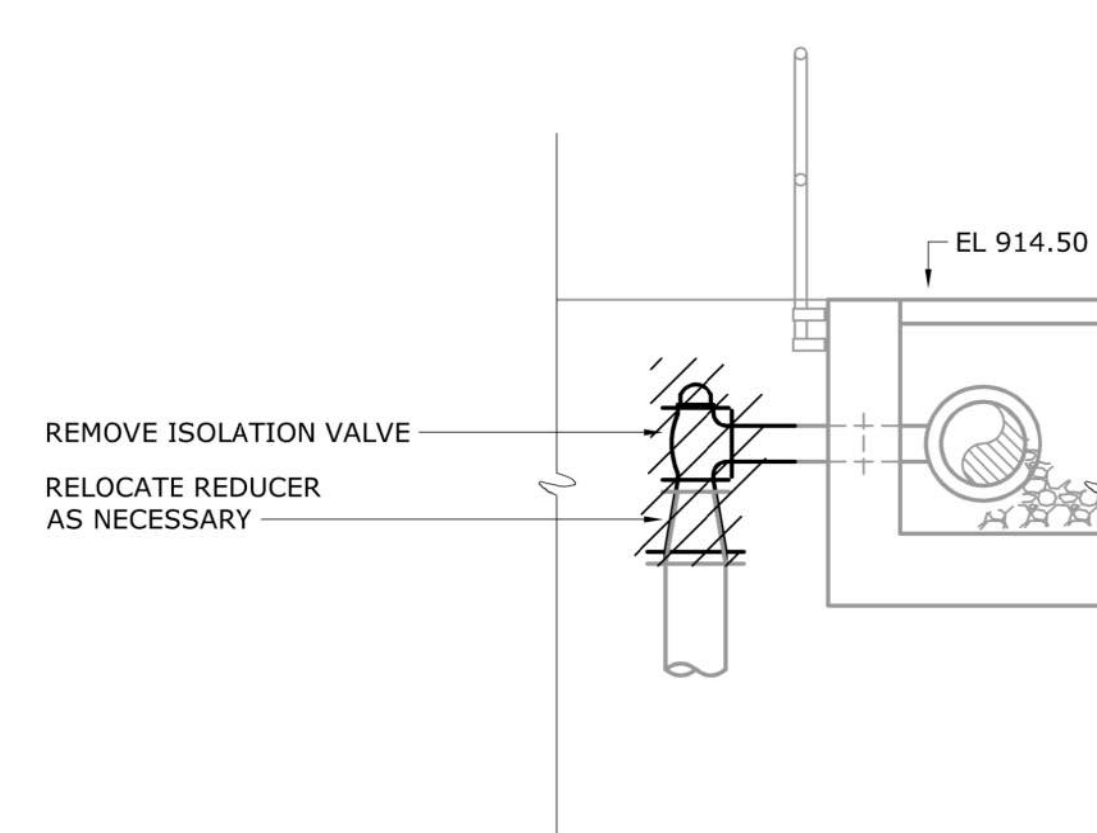


NOTES:

- SCUM BAFFLE SUPPORT SHALL BE A SINGLE "ZEE SECTION" UNIT FABRICATED FROM THREE 3/8"x4" WIDE 316 SST PLATES. THE PLATES SHALL BE WELDED TOGETHER WITH FULL WIDTH SINGLE BEVEL GROOVE WELDS AT JOINTS, DIMENSIONS AS SHOWN ABOVE. ALL FASTENERS SHALL BE 316 SST.
- INSIDE EDGE OF SCUM BAFFLE SHALL BE IN LINE WITH EDGE OF EFFLUENT LAUNDER COVER ABOVE. ACTUAL DIMENSION SHALL BE FIELD VERIFIED.

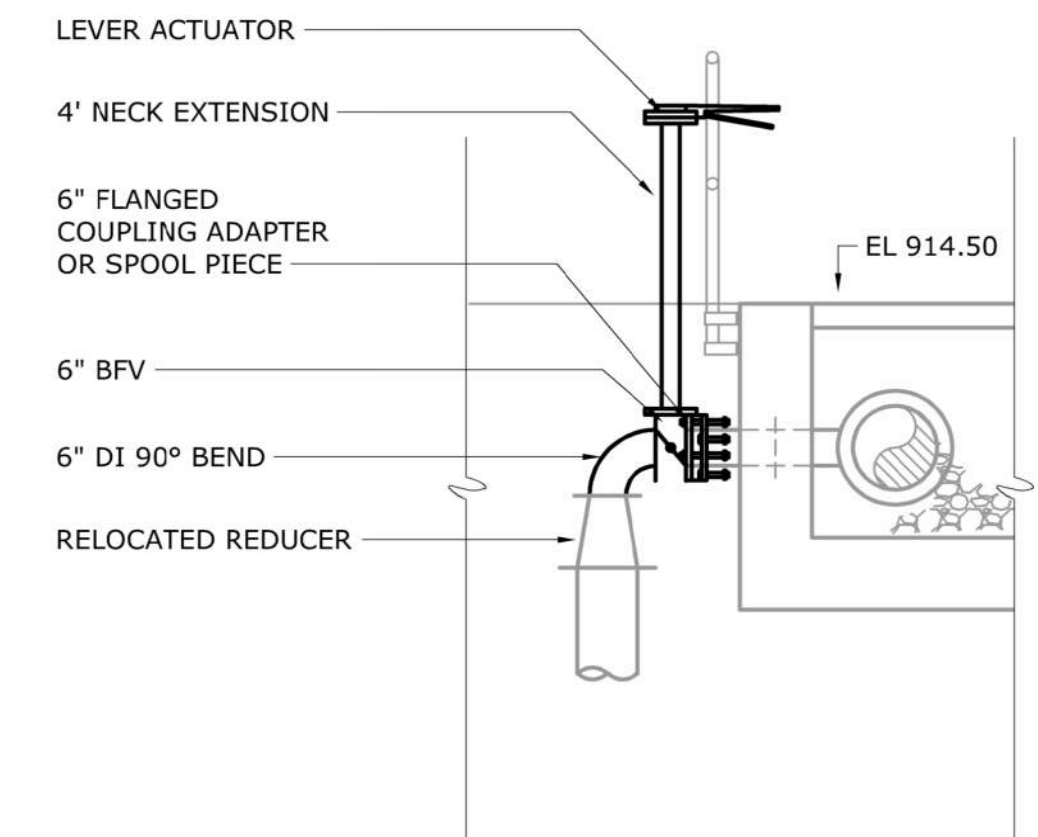
SCUM BAFFLE PLATE

DETAIL	2
3/4" = 1'-0"	



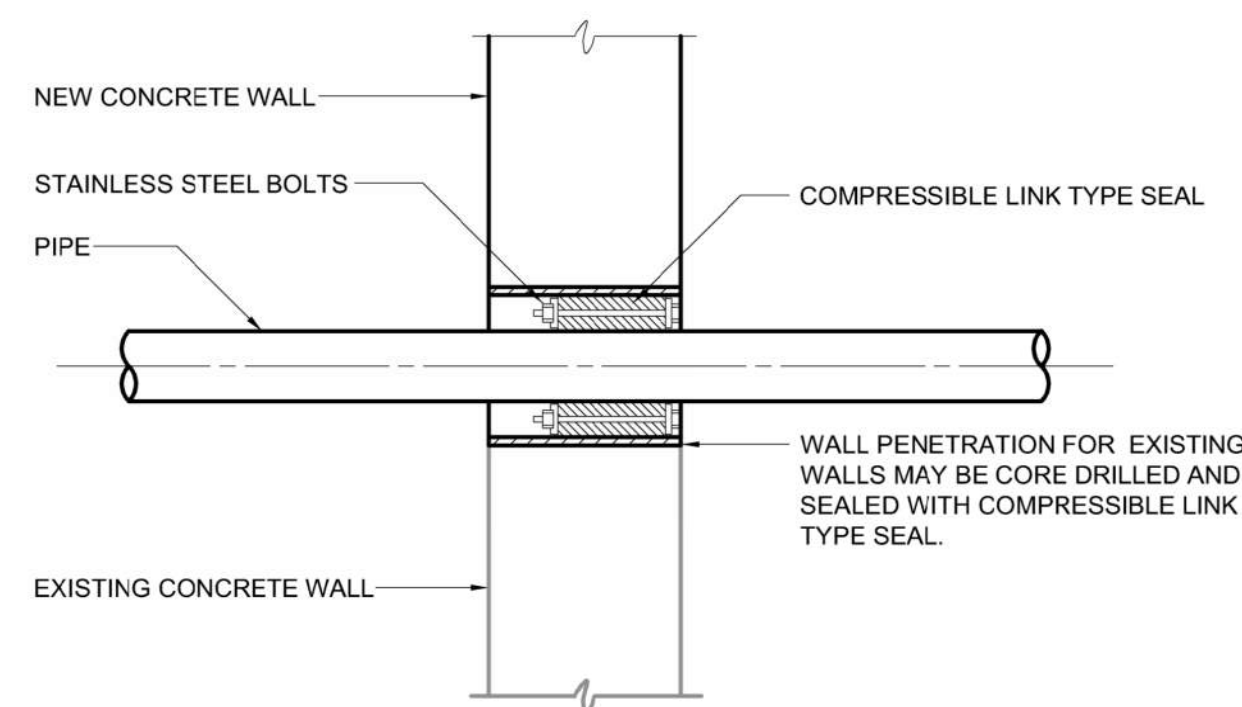
DEMOLITION - ENLARGED SECTION

DETAIL	3
3/8" = 1'-0"	



ENLARGED SECTION

DETAIL	3
3/8" = 1'-0"	



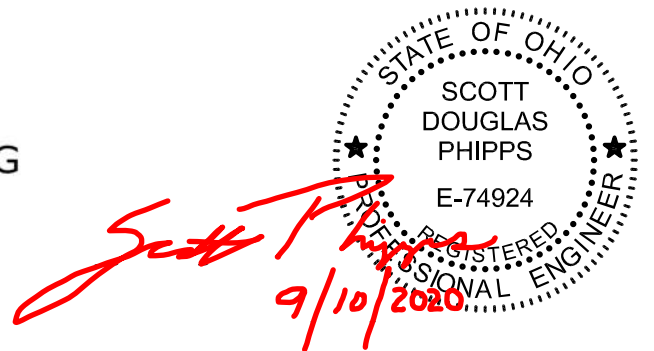
M-40-0111R

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REV	ISSUED FOR	DATE	BY

PROJECT ENGINEER:	S. PHIPPS
DESIGNED BY:	M. STRAHOTA
DRAWN BY:	P. VANGORDEN
CHECKED BY:	W. MARTIN
IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO FULL SCALE	

BID DRAWING



Hazen

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150 E. CAMPUS VIEW BLVD., SUITE 200
COLUMBUS, OH 43235

DELAWARE COUNTY, OHIO
REGIONAL SEWER DISTRICT

ALUM CREEK WATER RECLAMATION FACILITY
SECONDARY CLARIFIER UPGRADE

MECHANICAL
MECHANICAL DETAILS - SHEET 1

DATE:	SEPTEMBER 2020
HAZEN NO.:	50098-008
CONTRACT NO.:	
DRAWING NUMBER:	MD01

