



BID SPECIFICATIONS

BIOSOLIDS HAULING AND DISPOSAL CITY OF ORRVILLE, OHIO

OPERATED BY THE PUBLIC UTILITIES BOARD

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LEGAL NOTICE

AUTHORIZED BY COUNCIL RESOLUTION # 35 -23

Separate sealed Bids authorized by Council Resolution # 35-23 for Bio-solids Hauling and Disposal will be received by the City of Orrville, Ohio, Department of Public Utilities at the Municipal Building, 207 North Main Street, Orrville, Ohio 44667 until 12 o'clock noon (local time), on Friday, November 3, 2023, and then at said office publicly opened and read aloud.

Project Description: The project consists of furnishing all materials and labor for the removal of approximately 2,000,000 gallons of liquid bio solids from the Wastewater Treatment Plant (WWTP) of the City of Orrville, Ohio and the disposal of said sludge by the use of approved methods.

Bids specifications shall be obtained by calling 330.684.5012. Questions pertaining to bid specification, site conditions or site visits should be directed to Steve Carathers, Plant Superintendent at 330.684.5166.

All bids must be fully completed using the blank forms included in the specifications, and submitted, **in triplicate** (one original, two copies), in a sealed envelope plainly marked on the outside

BID FOR “BIO-SOLIDS HAULING AND DISPOSAL”

and delivered by U.S. Postal Service, courier or hand delivered to the Director of Utilities, 207 N. Main Street, P.O. Box 107, Orrville, Ohio 44667. **Any bids sent by email will not be accepted.**

A 10% Bid Guarantee (certified check, cashiers check or bid bond) is required and at the time of contract award a 100% Performance Guarantee will be required.

All proposals must be valid for a period of sixty (60 days).

The Public Utilities Board of Control reserves the right to reject any or all bids and to waive any irregularities in bidding.

Jeff A. Brediger
Director of Utilities

Publish: October 19, 2023
and October 26, 2023

***DOCUMENTS TO BE COMPLETED
AND RETURNED WITH BID
BY BIDDER***

Request for Bid: WWTP Bio-Solids Removal and Disposal
Bid Location: Municipal Building, 207 N. Main Street, Orrville, Ohio 44667
Work to Be Performed at: 1530 North Main St. Orrville, Ohio 44667

REQUEST FOR BID – COVER SHEET

Orrville Utilities, City of Orrville

Jeff Brediger, Director
 Steve Carathers, Superintendent

Opening Date: November 3, 2023
 Time: Noon

NAME AND ADDRESS INFORMATION MUST APPEAR BELOW

Submitted by:

Company Name: _____

Federal Tax ID No.: _____

Name/Title of Person Submitting Proposal: _____

Correspondence Address Information	Remit to Address Information
Street Address:	
P.O. Box:	
City:	
State:	
Zip:	
E-Mail Address:	

Telephone Number	Cell Number	Fax Number	Email address

Contact Person: Steve Carathers
E-Mail Address: scarathers@orrutilities.com
Telephone: 330-684-5166

Contract Specialist: Brenda Green
E-Mail Address: bgreen@orrutilities.com
Telephone: 330-684-5012

*No bids excepted by email.

INFORMATION FOR AND INSTRUCTIONS TO BIDDERS

NOTE: The information and requirements set forth in "Information for and instructions to Bidders" are neither inclusive nor exclusive. A bidder shall not claim lack of notice because information or requirements are stated in the General Conditions, Technical Specifications, Body of the Contract or elsewhere in these specifications and not included herein.

I. GENERAL

A. Each bidder shall familiarize himself with these specifications, including attached forms, general conditions, specifications, and addenda in order that he may be able to assume the responsibility of complying with all requirements.

B. Bidder is cautioned to bid on the "Standards" specified and to list on a "Substitution Sheet" all material which the bidder wishes to have considered for **SUBSTITUTION**.

C. The right is reserved by the Public Utilities Board of Control to reject any or all bids or to increase, decrease, or delete any item in the proposal. The undersigned waives all claims of whatever, based on such deletions.

D. If any prospective bidder figuring the work is in doubt as to the true meaning of any part of the specifications, including the contract documents, he may submit to Orrville Utilities a written request for an interpretation.

E. Any interpretation of the specifications or contract documents will be made by the addenda, copies of which will be mailed or delivered to each prospective bidder who has obtained a copy of the specifications. Orrville Utilities will not be responsible for any other interpretation.

F. All contracted goods and services shall be bid F.O.B. Orrville, Ohio, unless otherwise specified.

II. PROPOSALS

A. Sealed proposals for this work, in **triplicate (One original clearly marked "original", two copies clearly marked "copies")**, on the forms provided will be received at the office of the Director of Utilities, until 12 o'clock noon of the day set in the Legal Notice, after which hour the bids will be publicly opened and read. Each proposal must contain the full name of the party or parties making the same and of all persons interested therein.

B. No withdrawal or modification of the proposal will be permitted after the final time for submittal.

C. Prices, stated in figures, shall be entered in the space provided in the proposal portion of the specifications for the item which the Bidder proposes to

furnish.

D. The complete bid specification, with all papers contained therein, must be submitted un mutilated and without any change in the items or conditions which are stipulated in the proposal form. This requirement shall not operate to debar a bidder from filing with his proposal a separate statement of any desired effect, which statement will be considered on its merits. Exceptions must be listed separately and will be evaluated as such.

E. Signature to Proposal _ If the bid is made by a firm or partnership, the name and place of residence of each member of the firm or partnership must be given. If made by a corporation, the person signing shall state under the laws of what state the corporation was chartered and the name and title of officer, or officers, having authority under the by-laws or regulations to sign contracts. Anyone signing a proposal as agent must file with it legal evidence of the authority to do so.

III. BID GUARANTEE (When required - See Legal Notice)

A. Proposals must be accompanied by a bid guarantee of five percent (5%) of the total possible bid in the form of a bid bond or, in lieu thereof, a certified check or cashier's check acceptable to the Owner.

B. The Bidder agrees that if awarded the Contract, a contract will be entered into within fifteen (15) calendar days after receipt of notice of such award. Failure to do so shall result in forfeiture of the bid bond or check. This forfeiture shall be the amount of damage resulting from failure to enter into the Contract.

C. The three lowest and best bids and bid guarantees will be retained until a Contract is signed.

IV. AFFIDAVITS

Each bid shall be accompanied by a properly executed non-collusion/personal property tax affidavit using the form provided in the documents.

V. SUBCONTRACTORS LIST AND OTHER MANUFACTURERS

A. With his proposal, each bidder shall submit a list of Subcontractors he intends to employ on the work together with pertinent qualifications thereof.

B. With his proposal, each bidder shall submit a list of components and devices, other than incidental hardware, etc., which he intends to use as part of his equipment and which is not of his own manufacture.

C. This list shall be considered as part of his proposal and shall not be subject

to change except with the consent of the City.

VI. CHANGES DURING BIDDING

A. During the bidding period, Bidders may be furnished addenda for changes of interpretations or alterations of the specifications. These changes or corrections, if any, shall be included in the work covered by the bid and shall become a part of the contract documents.

B. Failure of the Bidder to receive any addenda or interpretations shall not relieve the Bidder as all such addenda shall be on file in the office of the Director of Utilities. No addenda will be issued in the last seven (7) calendar days immediately preceding the opening.

The bidder acknowledges the following addenda which becomes a part of these specifications;

<u>Addendum No.</u>	<u>Date</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

VII. BASIS OF AWARD/REJECTION

A. The award will be based in a comparison of the relative merits of each offering. The Owner reserves the explicit right to select the successful Bidder on the basis of the best bid considering pertinent factors. Each Bidder is invited to include with his proposal such additional information or data as he may desire to substantiate the quality and merits of his offering.

B. If the total price bid does not equal the sum of the prices bid, the bid may be considered informal.

C. Proposals in which the prices are obviously unbalanced may be rejected.

VIII. NOTICE OF AWARD AND CONTRACT EXECUTION

A. Notification will be made to successful Bidder at which time he shall have 15 days to enter into a Contract. The address in the form of proposal shall be used for this mailing and the return of deposits.

If the successful Bidder is a corporate body, it shall furnish at the time of execution of the Contract, a resolution of the Directors of the corporation sealed with the corporation seal, and authorizing the officer signing to execute the Contract upon behalf of the corporation. A copy of the above documents shall be attached to each copy of the Contract.

IX. EXPERIENCE

A. Only those Bidders having adequate financial and performance experience, in the opinion of Orrville Utilities, will be considered, and Orrville Utilities' judgment will be final. Only Bidders whose firms can provide documented records that they have performed successfully, comparable work on systems or equipment that is mechanically and technically equivalent in size and scope of these specifications will be considered.

B. Failure to have performed satisfactorily any Contract previously awarded to the Bidder by the City of Orrville, Ohio, may be considered sufficient cause for the rejection of his bid.

XI. DOCUMENTS

A. The following documents are required with the proposal:

1. Request for Bid Cover Sheet
2. Proposal Form
2. Legal evidence of authority of signing officer.
3. Equipment and performance data.
4. Subcontractors list, qualifications
5. Non-Collusion and Personal Tax Affidavit
6. Affidavit of authority to do business in the State of Ohio (foreign corporation)
7. Affidavit of Compliance with Ohio Revised Section 3517.13.
8. Bid Bond (If required - see Legal Notice)
9. Any addenda and acknowledgment of receipt.

XII. PREVAILING WAGE RATES

Attention is called to the prevailing rate of wages to be paid labor on public improvements in Wayne County as ascertained by the State of Ohio, Department of Industrial Relations, if applicable to this project as specified in the bid specifications.

PROPOSAL
FOR
Bio-Solids Hauling and Disposal

Pursuant to your advertisement for bids, the undersigned having become familiar with the local conditions affecting the cost of the work and these specifications, hereby proposes and agrees to furnish all of the material, labor, tools, equipment, machinery and supplies necessary to complete the work in accordance with the specifications at the following total price:

_____, Dollars, (\$ _____) .The work will be completed within _____ calendar days.

The Bidder is:

1. An individually owned firm and the Owner is _____.
2. A partnership of the State of _____, and the partners are _____.
3. A corporation of the State of _____.

Each person who signs a contract on behalf of a successful bidder shall indicate immediately below his signature the capacity by which he purports to bind the successful bidder. If the successful bidder is an individually owned firm and the signer is other than the owner, or if the successful bidder is a partnership and the signer is other than a partner, then the successful bidder shall furnish to Orrville Utilities of the City of Orrville, Ohio, a power of attorney authorizing the signer to bind the bidder. If the bidder is a corporation, in place of power of attorney, there may be substituted a certified copy of the minutes of the Board of Director's meeting wherein the signer was authorized to bind the bidder on such a contract.

Date: _____

Business Name: _____

Official Address:

By: _____

Title: _____

Phone: (____) _____

PROPOSAL BOND

(To be executed by bidder and surety before depositing bid unless certified check or cashier's check is submitted.)

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, _____ as principal and
_____ as surety are held and firmly bound unto the
Department of Public Utilities of the City of Orrville, Ohio, in the sum of _____
_____ Dollars (\$ _____) for the payment of which well and truly be
made, we hereby jointly and severally bind ourselves, our heirs, or successors and assigns,
executors, and administrators.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the attached proposal of
is accepted and the contract awarded to the above bidder for _____
_____ and the said bidder shall within fifteen (15) days
after notice of such award, enter into a contract then this obligation shall be null and void.

Signed and sealed at

this _____ day of _____, 20____.

Principal

Surety

PERSONAL PROPERTY TAX
AND
NON COLLUSION
AFFIDAVIT

State of _____, County of _____

I, _____, hereby make oath and say that:

1. I am the _____ of _____,
(Authorized Representative)
the firm that submitted the attached bid.
2. At the time the bid was submitted, the firm named above _____ charged with
(was, was not)
delinquent personal property on the general tax list of personal property in Wayne
County, Ohio. (O.R.C. Section 5719.042)
3. (If applicable) The amount of due and unpaid delinquent personal property taxes is
\$ _____ and penalties and interest on the same are \$ _____.
4. That _____
(Give names of all persons, firms, or corporations interested in the bid.)

is or are the only persons interested with _____ in the profits of any
(Firm or Individual)

Contract which may result from the herein contained proposal; that the said proposal is made without any connection or interests in the profits thereof with any person making any other bid or proposal for said work; that the said proposal is, on our/my part, in all respects fair and without collusion or fraud; and also that no member of the Council, head of department or bureau or employee therein or any office of that Dept. of Public Utilities is directly or indirectly interested therein; and that all the statements made by him in this proposal are true. (O.R.C. Sections 735.06, 735.09, 2921.42, etc.)

Subscribed and sworn to this ____ day of _____ 20 ____.

before me _____
(Notary Public) (Affiant)

Proposal Form

Orrville Utilities – City Of Orrville

Bio- Solids Removal and Disposal

Number	Description	Quantity	Unit	Unit Price	Total Bid Price
1	BIOSOLIDS REMOVAL FROM LAGOON	2,000,000	Gallons		

NAME of COMPANY: _____

ADDRESS: _____

SUBMITTED BY (NAME) _____

I, _____, having fully read the Requirements, Instruction to Bidders and the Specifications including the General Conditions if any, and being authorized to do so, submit this proposal on behalf of the above named Company.

Exceptions, Substitutions, or adders to bid, please note below (if more space is needed for information an additional sheet may be attached.

SEAL – IF BID IS BY A CORPORATION

Bidder acknowledges receipt of the following addendum:

No.	Date	No.	Date

Signature	Title	Date

*** The above quantity is to be used as a basis of comparisons of bids. Final quantities will be determined when the work has been completed.**

TECHNICAL SPECIFICATIONS

ORRVILLE UTILITIES

CITY OF ORRVILLE, OHIO

**BIOSOLIDS
HAULING AND DISPOSAL**

SPECIFICATIONS

***SPECIFICATIONS FOR BIOSOLIDS HAULING
AND DISPOSAL***

I. GENERAL

A. SCOPE

1. These specifications are for the removal of liquid biosolids from the biosolids storage lagoons of the Wastewater Treatment Plant (WWTP) of the City of Orrville, Ohio and the disposal of said biosolids by the use of approved methods in order to empty the lagoon in its entirety for cleaning. These specifications apply to removal of biosolids consisting of anaerobically digested biosolids from the Wastewater Treatment Plant (WWTP) in liquid or cake form. To ensure a homogeneous liquid mixture, before biosolids removal from the storage lagoon commences, the lagoon shall be thoroughly mixed for at least one hour prior to loading into transport tanks only after prior approval from the City.
2. The length of the contract period for this bid shall be for a twelve (12) month period beginning January 1, 2024 and ending December 31, 2024. **However, if the City and the vendor mutually agree, the contract may be renewed annually for up to two (2) additional years, provided it gives notice to the winning bidder no later than sixty (60) days prior to the expiration of the one-year term. The contract hauler shall bid on removing annually up to two million (2,000,000) gallons of biosolids.**
3. Each bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the Contract Documents. The failure or omission of any bidder to do any of the foregoing shall in no way relieve the bidder from any obligation in respect to their bid. Site visits, by appointment only, can be arranged by contacting the Wastewater Treatment Plant of the City of Orrville and the office of the WWTP Superintendent, Steve Carathers (330) 684-5166 or Utilities Director, Jeff Brediger at (330) 684-5014, Monday through Friday between the hours of 7:00am and 3:00pm.
4. The City of Orrville reserves the right of cancellation of the Contract due to operational changes directly or indirectly imposed by the Ohio EPA or the US EPA affecting the quality and/or quantity of biosolids by giving a ninety (90) day written notice to the contract hauler of intent to cancel said Contract per cause.
5. The contract hauler shall furnish all material, equipment and labor necessary to remove the biosolids from the biosolids storage lagoons and transport and dispose of the biosolids in a manner that fully complies with State and local government regulations and Federal and State EPA regulations, including posting all applicable signage as required. Equipment must be kept in an operable condition and maintained to minimize downtime and failure rates.

6. The contract hauler shall obtain all certificates and permits required by State and local governmental entities and by the Ohio EPA. The contract hauler shall pay all fees and charges required by said entities.
7. The contract hauler shall obtain and become thoroughly familiar with the approved disposal methods of the City of Orrville before biosolids is removed for disposal from the site. Methods are subject to modification(s) as may be required by the Ohio EPA and compliance with said modification(s) will be the responsibility of the contract hauler to the degree that specified changes affect any article of the scope of services or any particular of the Contract Documents.
8. If land application is the method of choice selected by the contract hauler it shall be the sole responsibility of the contract hauler to obtain all necessary permits or required agreements with landowners for the application of biosolids to their land. A minimum of two thousand five hundred (2,500) acres in Wayne County or counties immediately contiguous to Wayne County is required for the execution of this contract. The above acreage must be Ohio EPA approvable based on soil type, slope, crop use, water way/drainage location and other standards evaluated in the approval of land for biosolids application. However, due to time constraints for Ohio EPA approval, the bidder must only supply with this bid, contracts with landowners for acceptance of wastewater biosolids, providing the minimum acreage can be demonstrated as available to the bidder. Copies of Ohio EPA site approvals shall be provided to the City of Orrville and the landowner(s) thirty (30) days prior to the application of biosolids to any site. Additionally, while not required by this Contract, the contract hauler is encouraged to select and use sites in Wayne County, Ohio.
9. All biosolid and soil tests required for site approval by the Ohio EPA and/or any other governmental agency shall be performed by an independent certified laboratory retained by the contract hauler. Said tests shall be conducted in a manner and method satisfactory to the Ohio EPA and the City of Orrville.
10. The contract hauler shall indemnify and hold harmless the City and all of its executives, representatives, officers, agents, employees, successors and assigns, jointly and severally, from any and all manner of losses, suits, actions, payments, costs, charges, damages, judgments or claims and demands of any character, name or description brought on account of any injuries or damages received or sustained by any person, persons or property by reason of any act, omission, neglect or misconduct of the contract hauler, his agent or employees in the execution of this Contract.
11. The contract hauler must be capable of handling the type and volume of biosolids specified herein. The daily incremental volume of biosolids produced may vary in accordance with operational practices of the WWTP. The contract hauler must be able to remove biosolids for disposal and maintain such a level as to allow the WWTP to maintain operations throughout the year. It is recommended and preferred that the contract hauler have available biosolids handling capabilities up

to two hundred thousand (200,000) gallons per day.

12. The contract hauler shall conduct his operations in a manner that will not interfere with the operations and activities of the City, other City contractors and utilities or any public authority on or near the premises. If a conflict of activities arises, the City shall determine when and how to proceed to resolve said conflict and the City shall remain the sole arbiter thereof.

B. SUBMITTALS

1. The following information shall be clearly marked and submitted to the City by the successful bidder:
 - a. A complete description of the proposed method(s) of biosolids disposal.
 - b. A complete listing of the number and type of vehicles and equipment that will be used by the contract hauler in the execution of this Contract.
 - c. A complete listing of staff personnel that will be associated with the on-site hauling including their qualifications and experience as related to the proposed method(s) of disposal.
 - d. A complete listing of the bidder's previous and current biosolids removal and disposal projects including the method(s) of disposal and references for each project identified.
 - e. A certified statement that the bidder understands and is thoroughly familiar with all applicable rules, regulations, and policies that govern the removal and disposal of municipal sewage biosolids.
 - f. A complete listing and copies of landowner agreements demonstrating Ohio EPA approvable or currently approved land in Wayne and immediately contiguous Counties along with acreage for each field and the locations (addresses) of such fields.
2. The following information shall be submitted to the City at such time and manner as described herein:
 - a. Prior to the first biosolids removal and disposal event under the Contract, the contract hauler shall present to the Utilities Director a copy of all licenses, permits and site approvals required by any State, local or Federal agency in accordance with the execution of this Contract.

- b. The contract hauler must submit a schedule for removal and disposal of biosolids based on a month-by-month basis. A schedule for the six (6) months of the Contract must be submitted to the City for review and approval within thirty (30) days of contract execution.
 - c. By the 15th calendar day of the following month, a written monthly activity report shall be submitted to the Superintendent of the WWTP for each day that biosolids was removed for disposal during the immediately preceding month. If no biosolids was removed by the contract hauler for the month the contract hauler will issue a statement to that effect. As a minimum, the monthly activity report shall contain the following information: **1)** date(s) for each removal and disposal event during the month; **2)** total number of loads of biosolids removed for disposal during the month; **3)** total number of gallons of biosolids removed for disposal during the month; **4)** method(s) of biosolids disposal; **5)** the exact location of the disposal site(s) as shown on a map to be provided by the contract hauler; **6)** the signature of the person making the report and **7)** if the biosolids removed for disposal was land applied the contract hauler must state the method(s) of land application, the rate of land application and the contract hauler must attach a laboratory analysis report of heavy metals concentrations, nutrient loadings, Spreader Calibrations Calculations worksheet, Notice of Necessary Information Form (NANI), Site Status Report (field specific), Cumulative Pollutant Report, Agronomic Rate Calculation Worksheet, Beneficial User Incorporation/Injection Certification Statement and Dry Tons Calculation to the monthly activity report.
 - d. For each day that biosolids is removed for disposal a representative sample of the biosolids being removed for disposal must be collected and presented for analysis to the Laboratory personnel of the WWTP. The sample may be collected from a sampling port on the pump loading the transport vehicle or from the transport vehicle's holding tank.
 - e. In the event of a discrepancy regarding test results provided by the City and test results provided by the contract laboratory for the contract hauler it shall be the sole responsibility of the contract hauler to collect and distribute a second sample for split analysis. One portion of the sample shall be presented for analysis to the Laboratory personnel for the WWTP and the second portion of the sample shall be presented for analysis to an independent or second contract laboratory selected by the contract hauler. All expenses associated with a second split sample shall be the sole responsibility of the contract hauler.
3. The following information shall be submitted to the City for review at such

time and manner as described herein:

- a. Prior to the commencement of any activity associated with this Contract, the contract hauler shall present to the City a written plan describing the proposed method(s) of biosolids disposal. If the proposed method of biosolids disposal includes producing a cake form as previously defined the contract hauler must specify the procedures that will be employed to produce the cake form.
- b. Prior to the commencement of any activity associated with this Contract, the contract hauler shall present to the City a written plan describing emergency spill control and clean up procedures. This plan must provide the names and twenty-four hour contact telephone numbers for all individuals that may be associated with an emergency spill or clean up activity.

II. CONTRACT EXECUTION

A. BIOSOLIDS REMOVAL

1. The contract hauler shall provide, install and remove any necessary pumps, hoses, piping, trucks, temporary power supplies and any other equipment required to remove biosolids from the biosolids storage lagoons.
2. Access to the biosolids storage lagoons shall be by a gravel roadway located on City property of said lagoons. For reference, the gravel roadway connects to Apple Ave.
3. The contract hauler shall notify the City no less than forty-eight (48) hours prior to the start of any biosolids removal and disposal event and shall continue with this notification requirement for the duration of the Contract.
4. It shall be the sole responsibility of the City to select which lagoon the contract hauler will access and to identify the exact location in said lagoon from which to remove biosolids. It shall be the sole responsibility of the contract hauler to obtain this information from the City in advance of any biosolids removal and disposal event.
5. When the City approves mixing the biosolids in the specified lagoon to achieve a homogeneous mixture, the mixing nozzles should be directed below the liquid surface to minimize aerosol spray and odor resulting from biosolids agitation. **If minimum concentrations are not consistently achieved**, the City, at its option, may require a minimum mixing time of two (2) hours prior to removing any biosolids for disposal from said lagoon. The two (2) hour mixing time is a minimum requirement. The contract hauler shall mix the biosolids for longer than two (2) hours if it is deemed necessary for the purpose of producing a thoroughly homogeneous mixture prior to

removal and disposal.

6. Dilution of the biosolids to aid in removal from the lagoon may not be done without the prior approval of the City. If dilution of the biosolids is authorized by the City the contract hauler shall supply the pump and hoses necessary to access a supply of water at the WWTP. Treated sewage effluent shall be used if the City deems dilution of the biosolids is necessary.
7. The contract hauler shall schedule biosolids removal to maintain adequate space in the lagoons for average biosolids discharge volume from the City between hauling seasons (spring/fall). If in the judgment of the City the contract hauler falls behind in the biosolids removal and disposal based on available lagoon space the City may, at its option, contract with another hauler to remove and dispose of enough biosolids to return to the specified schedule for biosolids removal and disposal. In that event, the City may deduct the total cost associated with the biosolids removal and disposal activities from the Contract of the contract hauler, plus any liquidated damages as listed previously in this bid package. Should the contract hauler fall three (3) or more months behind in the biosolids removal and disposal schedule more than once in the year for reasons deemed to be in the control of the contract hauler the City may, at its option, cancel the Contract and retain a prorated portion of the Performance Bond.

B. BIOSOLIDS HAULING

1. All biosolids removed for disposal shall be transported by the contract hauler in sealed tanks.
2. The biosolids storage lagoons access drive is used by City staff for access to City property; for safety reasons, all vehicles used by the contract hauler to haul biosolids from the lagoons shall not exceed a speed of **10 MPH**.
3. All biosolids spills that occur during any biosolids removal and disposal activity whether at the loading site at the lagoon or along any portion of the transportation route shall be cleaned up as expeditiously as possible by the contract hauler.
4. The contract hauler shall be responsible for repair for any damage(s) to the biosolids storage lagoons, the dike or any appurtenant thereto, that may arise during any biosolids removal and disposal activity associated with the execution of the Contract. Additionally, the contract hauler shall be responsible for repair for any damage(s) that may occur to any public right-of-way or for the removal of any debris that may be deposited on any public right-of-way that may arise as a result of any activity associated with the execution of this Contract.
5. If land application of biosolids in any form is the disposal method of choice, current Ohio EPA biosolids regulations require the posting of signs on all sides of a disposal site that adjoin a public roadway. These signs will be provided by the

City of Orrville and the contractor shall place the signs as required by this specification and state or federal rules in effect at that time. The contractor shall provide any posts required to mount the sign in the field and shall ensure that the signs are returned to the City of Orrville in good repair. Any signs damaged will be the contractor's responsibility for the replacement cost.

6. If the Ohio EPA or any other governmental entity having jurisdiction informs the City that the contract hauler has improperly handled any aspect of the biosolids removal and disposal process the City may, at its option, cancel the Contract and retain a prorated portion of the Performance Bond.
7. **It must be clearly understood by each bidder that the 2,000,000 annual gallons of biosolids specified herein represents a total volume necessary for establishing a bid price for a twelve (12) month period. However, nothing in these specifications must be construed as a guarantee of total volume of biosolids that will be produced by the WWTP during the twelve (12) month contract. It is estimated that the volume will be 2,000,000 gallons but operational practices could increase or decrease this estimated volume.**

C. BIOSOLIDS APPLICATION

1. Current Ohio EPA biosolids regulations require the posting of signs on all sides of a disposal site that adjoin a public roadway for fields where biosolids are land applied for agronomic benefit. These signs will be provided by the City of Orrville and the contractor shall place the signs as required by this specification and state or federal rules in effect at that time. The contractor shall provide any posts required to mount the sign in the field and shall ensure that the signs are returned to the City of Orrville in good repair. Any signs damaged will be the contractor's responsibility for the replacement cost.
2. Biosolids are to be applied in the field with direct subsurface knife injection methods using an applicator mounted chisel tool bar.

GENERAL CONDITIONS

The following are the General Conditions under which the work is to be performed. It is the responsibility of the bidder to familiarize himself with these conditions.

A. Payment, Taxes, Change Orders

I. Payments

- a. At least ten (10) days before payment falls due, the Contractor shall submit to the Owner an itemized Application for payment, supported by such data substantiating the Contractor's right to payment as the Owner may require.
- b. The Contractor warrants and guarantees that title to all work, materials and equipment covered by an Application for Payment, whether incorporated in the project or not, will pass to the Owner upon the receipt of such payment by the Contractor, free and clear of all liens, claims, security interests or encumbrances, hereinafter referred to as "liens", and that no work, materials, or equipment covered by an Application for Payment will have been acquired by the Contractor or by any other person performing the work at the site or furnishing materials and equipment for the Project, subject to an Agreement under which an interest therein or encumbrance thereon is retained by the Seller or otherwise imposed by the Contractor or such other person.

II. Taxes

- a. The Contractor shall pay all sales, consumer, use and other similar taxes required by law, except as the Owner may be exempted and specifically noted.
- b. The City certifies that all material, merchandise or goods purchased under this specification are for use or consumption in the rendition of a Public Utility Service by a Political Subdivision of the State of Ohio and is thus exempt from sales and use taxes.

III. Change Orders

- a. The Owner, without invalidating the Contract, may order Changes in the work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and the Contract Time being adjusted accordingly. All such Changes in the work shall be authorized by Change Order.
- b. A Change Order is a written order to the Contractor signed by the Owner, issued after the execution of the Contract, authorizing a change in the work or an adjustment in the Contract Sum or the Contract time.

A Change Order must also be signed by the Contractor acknowledging

agreement to the adjustment in the contract Sum or the Contract Time. The contract sum or the contract time may be changed only by Change Order.

- c. The cost or credit to the Owner resulting from a Change in the work shall be determined in one or more of the following ways:
 - 1. By mutual acceptance of a lump sum properly itemized.
 - 2. By unit prices in the Contract Documents or subsequently agreed upon; or
 - 3. By cost and a mutually acceptable fixed or percentage fee.

B. Contract Bond, Liquidated Damages, Completion, Termination Assignment

I. Contract Bond (If required - See Legal Notice)

- a. A bond for the faithful performance and completion of the Contract in an amount equal up to one hundred percent (100%) of the proposal, may be required of the successful Bidder as part of the Contract. The amount of the bond shall be identified in the legal notice or as defined in the bid specifications, if there is no legal notice published. The bond shall be executed by a satisfactory surety, guaranty or trust company or companies, authorized to do business in the State of Ohio and having an Ohio agent with authority to execute said bond. The Bonding Company shall furnish a copy of Power of Attorney, bearing the seal of the company, evidencing such agent's authority to execute the particular type of bond to be furnished.
- b. The sufficiency of the security offered shall be determined by the City and in the event such is declared unsatisfactory by the City, the Contractor shall immediately furnish a new bond, meeting the City's requirements.

II. Liquidated Damages

- a. If the contract is for tangible, and or consumable products, there will be no liquidated damages. For any contracts that are not limited to only tangible and or consumable products, the following statement of liquidated damages shall apply:
- b. The Contractor agrees that the Owner is authorized to deduct and retain from monies which are or may become due to the Contractor pursuant to the terms of this Agreement the sum of one hundred dollars (\$100.00) per day for each and every instance the contracted work or services exceeds the time stipulated for its completion. The parties agree that due to the difficulty of estimating the cost of damages for Contractor's delay, that the liquidated damages set forth herein are intended to compensate Owner for

the cost of the delay and not a penalty against the Contractor

III. Owners Right to Stop Work

- a. If the Contractor fails to correct defective work or persistently fails to supply materials, equipment and labor in accordance with the Contract Documents, the Owner may order the Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated.

IV. Owners Right to Carry Out Work

- a. If the Contractor defaults or neglects to carry out the work in accordance with the Contract Documents or fails to perform any provision of the Contract, the Owner may, after seven days (7) written notice to the Contractor and without prejudice to any other remedy he may have, make good such deficiencies. In such case an appropriate Change_Order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies, including the cost of any additional services made necessary by such default, neglect or failure.

V. Termination of the Contract

- a. If the Contractor is adjudged a bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or if he persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a provision of the Contract Documents, then the Owner may, without prejudice to any right or remedy and after giving the Contractor and his surety, if any, seven (7) days written notice, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the work is finished.
- b. If the unpaid balance of the Contract Sum exceeds the costs of finishing the work, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor shall pay the difference to the Owner.

VI. Successors and Assigns

- a. The Owner and Contractor each bind himself, his partners, successors, assigns and legal representatives to the Other party hereto and to the

partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the contractor assign any monies due or to become due to him hereunder, without the previous written consent of the Owner.

C. Responsibility, Indemnification, Protection, Insurance

I. Responsibility for Those Performing the Work

- a. The Contractor shall be responsible to the Owner for the acts and omissions of all his employees and all Subcontractors, their agents and employees, and all other persons performing any of the work under a Contract with the Contractor.

II. Indemnification

- a. The Contractor shall indemnify and hold harmless the Owner and his agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.
- b. In any and all claims against the Owner or any of his agents or employees, by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor of any subcontractor acts, disability benefit acts or other employee benefit acts.

III. Protection of Persons and Property

- a. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work.
- b. The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

1. All employees on the work and all other persons who may be affected thereby:
 2. All the work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of his Subcontractors or Sub-subcontractors.
 3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, vehicles, structures and utilities not designated for removal, relocation or replacement in the course of the work.
- c. The Contractor shall comply with existing laws, ordinances, rules, regulations and lawful orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. He shall erect and maintain, as required by existing conditions and progress of the work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying Owners and users of adjacent utilities.
 - d. When the use or storage of explosives or other hazardous material or equipment is necessary for the execution of the work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.
 - e. All damage or loss to any person or property referred to in Clause IV; Item a, 1, 2 and 3; caused in whole or in part by the Contractor, subcontractor(s), Sub-subcontractors, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by the Contractor, except damage or loss attributable to the acts or omissions of the Owner or anyone employed by him or for whose acts he may be liable and not attributable to the fault or negligence of the Contractor.

IV. Insurance

- a. The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable;

1. Claims under Workers Compensation, disability benefit and other similar employee benefit acts;
2. Claims for damages because of bodily injury, occupational sickness or disease or death of his employees;
3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;
4. Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person; and
5. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

The limits of liability of the insurance required shall be not less than \$500,000 each person and \$1,000,000 each occurrence for Bodily Injury and \$500,000 each occurrence for Property Damage. Umbrella Excess Liability Insurance to extend existing policies to the limits shown will be accepted.

- b. Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the work. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled until at least fifteen (15) days prior written notice has been given to the Owner.

V. Claims for Damages

- a. Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the other party or of any of his employees, agents or others for whose acts he is legally liable, claim shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

D. Miscellaneous

I. Rights and Remedies

- a. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

II. Written Notice

- a. Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known to him who gives the notice.

III. Royalties and Patents

- a. The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for all such when a particular design, process or the product of a particular manufacturer or manufacturers is specified, but if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Owner.

IV. Non-Discrimination

- a. The Contractor agrees that he will comply with the provisions of:
 - 1. Executive Order 11246 11.375, relating to equal employment opportunities and with applicable rules, regulations, and procedures prescribed pursuant thereto.
 - 2. Title VI of the Civil Rights Act of 1964 (78 Stat. 252; Public Law 88_352;) providing that no person in the United States shall, because of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance (Sec. 601), and to the implementing regulation issued by the Secretary of the Interior with the approval of the President (43 CFR Part 17).
 - 3. Rehabilitation Act of 1973.

V. Federal and State Regulations

- a. The Contractor shall be and remain an independent Contractor with respect to all services performed hereunder and agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for social security, unemployment insurance, or old age retirement benefits, pensions, or annuities now or hereafter imposed

under any state or federal laws which are measured by the wages, salaries, or other remuneration paid to persons employed by each Contractor on work performed under the terms of this Contract.

- b. The Contractor agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by any duly authorized state or federal officials.
 - c. The Contractor agrees to indemnify and save harmless the City of Orrville, Ohio, from any such contributions or taxes or liability therefore.
- VI. Fuel Surcharge – As specified in the bid specifications that is part of this contract.

DOCUMENTS TO BE COMPLETED

AT TIME OF CONTRACT SIGNING

CONTRACT NUMBER

DEPARTMENT OF PUBLIC UTILITIES
OF THE
CITY OF ORRVILLE, OHIO

THIS AGREEMENT, made and entered into the _____ day of _____, in the year Two Thousand Twenty-Three by and between the Orrville Utilities, hereinafter called the "City" or "Owner" and _____ of the City of _____, County of _____ and State of _____, hereinafter called the "Contractor".

WITNESSETH: That the said Contractor has agreed and by these presents does agree with the said Owner, for the consideration herein written and contained in the proposal, and under penalty expressed in a bond therein contained, to furnish at his/their own proper cost and expense, all the necessary materials, equipment and labor of every description, all as herein specified or required for the completion of this contract, as herein set forth, subject to such changes as may be made, from time to time, and also in full accord and compliance with the following:

Article 1. The Contractor agrees to begin work and to prosecute the same with reasonable speed and diligence so as to insure the completion of the Contract in accordance with the date stipulated in the proposal and to the satisfaction of the City.

Article 2. The City agrees to pay, and the Contractor agrees to accept, as full compensation for all materials, equipment and labor furnished, _____ upon the full completion of this Contract in accordance with the terms, conditions and provisions thereof.

Article 3. In case of delay beyond the time stipulated in the proposal, the contractor shall forfeit or pay or cause to be paid, to the City, for and as liquidated damages to be deducted from any payment due or to become due to the said contractor, the sum of One Hundred Dollars (\$100.00) per day for each and every day thereafter, except where time has been extended by the City.

Article 4. If the Contractor shall fail to comply with any of the terms, conditions, provisions, or stipulations of this contract according to the true intent and meaning thereof, then the City may avail itself of any or all remedies provided in their behalf in the contract, and shall have the right and power to proceed in accordance with the provisions thereof. This Contract is to be governed by the laws of the State of Ohio, and the parties agree that Wayne County, Ohio shall be the proper venue for any litigation.

Article 5. It is hereby agreed by the parties to this Agreement that the provisions contained in the "Legal Notice", in the "Proposal", in the "Bond", in the "Specification", shall constitute integral parts of the agreement and collectively that they shall comprise and be known as the Contract.

Article 6. The specifications under which the equipment embraced in this agreement shall be supplied includes the Legal Notice, Proposal, Affidavit, Contract, Contract Bond (if required), General Conditions, Technical and Detailed Specifications.

Name and address of each person, firm or company interested in the contract:

IN WITNESS WHEREOF: The parties hereunto affixed their hands and seals the day and year first above mentioned.

Department of Public Utilities
City of Orrville, Ohio

Witness

By

Witness

Jeff A. Brediger
Director of Utilities

CONTRACTOR

Witness

By _____

Witness

Title _____

(If the Contractor is a corporation, there shall be attached a sealed resolution of the Directors empowering the officer signing to so act in behalf of the Corporation.)

CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, the undersigned, _____ as Principal and _____ as Sureties are hereby held and firmly bound unto Orrville Utilities, in the penal sum of _____ Dollars (\$ _____), for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this _____ day of _____, 20____.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal did on the _____ day of _____, 20____, enter into a contract with Orrville Utilities of the CITY OF ORRVILLE, for _____ Contract No. _____ which said contract is made a part of this bond, the same as though set forth herein.

NOW, if the said _____ shall well and faithfully do and perform the things agreed by _____ to be performed according to the terms of said Contract, and shall pay all lawful claims of subcontractors, material, men and laborers for labor performed and materials furnished in carrying forward, performing or completing of said contract, including the provisions regarding maintenance, materials and workmanship as specified under "Guarantee" and "Retainer", we agreeing and assenting that this undertaking shall be for the benefit of any material, man or laborer having a just claim, as well as for the obligee herein, then this obligation shall be void, 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 amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions or additions in or to the specifications therefore shall in any wise affect the obligation of said surety of its bond.

Signed, sealed and acknowledged in the presence of:

Witness

Witness

Witness

Witness

(Contractor)

(Surety)

CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, the undersigned, _____ as Principal and _____ as Sureties are hereby held and firmly bound unto Orrville Utilities, in the penal sum of _____ Dollars (\$ _____), for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this _____ day of _____, 20 ____.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal did on the _____ day of _____, 20 __, enter into a contract with Orrville Utilities of the CITY OF ORRVILLE, for _____ Contract No. _____ which said contract is made a part of this bond, the same as though set forth herein.

NOW, if the said _____ shall well and faithfully do and perform the things agreed by _____ to be performed according to the terms of said Contract, and shall pay all lawful claims of subcontractors, material, men and laborers for labor performed and materials furnished in carrying forward, performing or completing of said contract, including the provisions regarding maintenance, materials and workmanship as specified under "Guarantee" and "Retainer", we agreeing and assenting that this undertaking shall be for the benefit of any material, man or laborer having a just claim, as well as for the obligee herein, then this obligation shall be void, 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 amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions or additions in or to the specifications therefore shall in any wise affect the obligation of said surety of its bond.

Signed, sealed and acknowledged in the presence of:

Witness

Witness

Witness

Witness

(Contractor)

(Surety)

CERTIFICATE OF FINANCE DIRECTOR

I hereby certify that the money, viz: _____ Dollars
(\$_____) for the contract herein described is in the treasury of the City of Orrville or in the
process of collection and placed to the credit of the proper fund and not appropriated for any
other purpose.

Dated _____, 20__

(Signed)
Finance Director

CERTIFICATE OF THE LAW DIRECTOR

I hereby certify that I have examined the contract herein and the form and correctness thereof are
approved.

Dated _____, 20__

(Signed)
Law Director