

**BUTLER COUNTY, OHIO  
BUTLER COUNTY WATER & SEWER  
DEPARTMENT**

**PURCHASE OF LIQUID POLYMER**

**MAY 2018**



**CONTRACT DOCUMENTS**

**PROJECT NUMBERS**

**BUTLER COUNTY, OHIO  
WATER & SEWER DEPARTMENT**

**Purchase of Liquid Polymer**

**2018**

TABLE OF CONTENTS

|                          |                          |
|--------------------------|--------------------------|
| SECTION 100              | ADVERTISEMENT FOR BIDS   |
| SECTION 101              | INVITATION FOR BIDS      |
| SECTION 102              | INFORMATION FOR BIDDERS  |
| SECTION 103              | N/A                      |
| SECTION 104              | PROPOSAL FORMS           |
| SECTION 105              | PERRP COMPLIANCE PROGRAM |
| SECTION 106              | CONTRACT FORMS           |
| SECTION 107              | GENERAL CONDITIONS       |
| TECHNICAL SPECIFICATIONS |                          |

**SECTION 100**  
**ADVERTISEMENT FOR BIDS**

## ADVERTISEMENT FOR BIDS

### Purchase of Liquid Polymer

**COUNTY OF BUTLER  
BUTLER COUNTY GOVERNMENT SERVICES CENTER  
315 HIGH STREET  
HAMILTON, OHIO 45011**

Sealed bids will be received at the office of the Board of County Commissioners of Butler County, Ohio on the 6th Floor of the Butler County Government Services Center, 315 High Street, Hamilton, Ohio until **10:30 a.m.** local time on **Tuesday, May 22, 2018,** and will be opened and read aloud at 10:45 a.m. or shortly thereafter in the Commissioners' Conference Room on the 6th Floor. **The Contract involves the purchase of Liquid Polymer to be used in the de-watering of biosolids in the wastewater reclamation process for the Butler County Water and Sewer Department (BCWS).**

Specifications are on file at the office of the Butler County Water and Sewer Department, Butler County Administrative Center, 130 High Street, 5<sup>th</sup> Floor, Hamilton, Ohio. Copies of the Bidding Documents and Specifications may be obtained on-line at <http://www.butlercountyohio.org/commissioner>.

Each bid must contain the full name and street address of the bidder, a signed Non-Collusion Affidavit, a signed Personal Property Tax Affidavit, and a Bid Guaranty. Bids shall be sealed and shall be clearly marked on the outside of the package "BIDS FOR **PURCHASE OF LIQUID POLYMER** FOR THE WATER AND SEWER DEPARTMENT." Failure to submit bid proposals in conformance with the Contract Documents will result in rejection of the bid as non-responsive.

The right is reserved by the County to reject any or all Bids, to waive formalities, to accept the lowest and best Bid, and to hold Bids for a period of sixty (60) days after the bid opening for evaluating both the Proposals and Bidders.

BY ORDER OF THE BOARD OF  
COUNTY COMMISSIONERS  
BUTLER COUNTY, OHIO

FLORA R. BUTLER, CLERK

Publish: Journal-News on Tuesday, May 8, 2018

**SECTION 101**  
**INVITATION FOR BIDS**

## SECTION 101

### INVITATION FOR BIDS

1. Sealed bids will be received by the Board of County Commissioners of Butler County, Ohio, on the 6th Floor of the Butler County Government Services Center, 315 High Street, Hamilton, Ohio, 45011 until 10:30 A.M., Local Time on Tuesday, May 22, 2018, and opened shortly thereafter in the 6<sup>th</sup> Floor Conference Room for the furnishing of Liquid Polymer. Each sealed bid will be clearly labeled with the name, address, and phone number of the bidder.
2. All bids shall be in strict accordance with all provisions and specifications of the Contract Documents.
3. Bids shall be submitted on the printed forms provided for that purpose. Proposal Forms shall be completely filled out, appropriately signed and submitted with the proposal. The proposal must contain the full name, address, and phone number of each person or company interested therein. Proposal Forms are included in Section 104 of the Contract Documents.
4. Copies of the Specifications may be obtained on-line at <http://www.butlercountyohio.org/commissioner>.
5. In order to ensure all prospective bidders receive any addenda, prospective bidders shall register with the Project Manager by phone or email, providing the bidder's name, contact person, company name, address, telephone number and email address. The Project Manager is:

Brian Custer  
Project Manager  
Butler County Water and Sewer Department  
(513) 887-5552  
[Brian.Custer@bcOhio.us](mailto:Brian.Custer@bcOhio.us)

6. A Bid Guaranty shall be submitted with each bid. The Bid Guaranty shall be in the form of either:
  - a. A bond secured by corporate surety for five (5) percent of the bid guaranteeing that if the bid is accepted, a contract will be entered into and that the performance of same will be properly secured by the bond; or
  - b. A bond secured by cash, certified check, irrevocable letter of credit or other cash equivalent in the sum of five (5) percent of the total amount of the bid, guaranteeing that if the bid is accepted, a contract will be entered into by the contractor. If the bidder uses this form of bond, the bidder will be required, as a condition of the contract, to submit a Performance and Payment Bond for five (5) percent of the contract secured by corporate surety acceptable to the Board of County Commissioners. Bid security may be retained as liquidated damages if the successful Bidder fails to enter into a contract and furnish bond as specified in the Contract Documents.
7. Bid bonds and security therefore will be returned to the unsuccessful Bidders upon award of the contract by the County. Except as provided herein, the bid security of the successful Bidder will be returned after a contract has been entered into and secured by the necessary contract bond.

8. Bidders shall submit firm Bids. The price or prices quoted shall include all costs required to comply with the provisions of the Contract Documents and shall be the actual price, or prices, to be paid by the County including all discounts, allowances, etc., so that the bid can be evaluated on a firm, fair and equitable basis. The estimated quantities shown in the Bid Form or other Contract Documents are for comparison purposes only and shall not be construed as a representation by County as to the amount of work which might actually be assigned to the Bidder during any term of the contract.
9. A Bidder shall not stipulate in any bid or proposal any conditions not contained in the Contract Documents. Any qualifying statements or conditions may cause the Bid to be deemed unresponsive and invalid.
10. No contract will be awarded to any person, firm or corporation that is in arrears to the County upon any debt or contract, or who has failed to execute in whole or in part, in a satisfactory manner, any contract with the County, or who is a defaulter as to surety or otherwise upon any obligations to Butler County, Ohio.
11. Each bid shall be accompanied by a non-collusion affidavit executed on the form provided herein.
12. Each bid shall be sealed and addressed to the Board of County Commissioners, Butler County Government Services Center, 315 High Street, Hamilton, Ohio 45011, and shall bear on its face the name and address of the bidder.
13. No bid shall be withdrawn within sixty (60) days after the scheduled time for the opening of bids.
14. The County reserves the right to reject any or all bids or to accept any bid which may be deemed to be in the best interest of Butler County, Ohio.
15. The Notice to Proceed shall be issued within ten (10) days of the execution of the Articles of Agreement by the County. Should there be reasons why the Notice to Proceed cannot be issued within such period; the time may be extended by mutual agreement between the County and the Contractor.
16. The County may make such investigations as County deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the County all such information and data for this purpose as the County may request. In determining the award, consideration will be given to (a) whether the Bidder maintains a permanent place of business, (b) suitability of the Bidder's plant and equipment for the work, (c) Bidder's financial status and organization, (d) Bidder's record of experience of this type, (e) lowest bid, and other criteria listed in Section 102, Information for Bidders.

The County reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the County that such Bidder is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated.

17. The Bidder is required to examine carefully the bid schedule, specifications, and to read and become acquainted with the contract documents (including the agreement form) for the work contemplated. By submitting a bid, Bidder warrants that Bidder has investigated and is acquainted with the conditions to be encountered for materials to be furnished, and the

requirements of the Contract Documents hereinafter defined. It is mutually agreed that submission of a bid shall be considered prima facie evidence that the Bidder has made such examination and is satisfied as to all the conditions which will affect the work.

18. The County requires reimbursement by the successful bidder for any expenses paid to County employees, by way of Worker's Compensation, when that injury has been caused by the negligence of the provider of the services or goods required by this contract.
19. The Contract Documents contain the provisions required for the performance of the work which is the subject of the contract. Information obtained from an officer, agent, or employee of the Owner or employee of any other person shall not affect the risks or obligations assumed by the Contractor or relieve the contractor from fulfilling any of the conditions of the Contract.



**SECTION 102**  
**INFORMATION FOR BIDDERS**

## SECTION 102

### INFORMATION FOR BIDDERS

#### INDEX

| <u>ITEM</u> | <u>DESCRIPTION</u>                      |
|-------------|---|
| 102.01      | Definitions                             |
| 102.02      | Addenda and Interpretations             |
| 102.03      | Postponement of Bid Openings            |
| 102.04      | Familiarity with the Work               |
| 102.05      | Proposal Forms                          |
| 102.06      | Bid Guaranty                            |
| 102.07      | Power of Attorney                       |
| 102.08      | Disqualification of Bidders             |
| 102.09      | Material Guaranty                       |
| 102.10      | Approximate Quantities                  |
| 102.11      | Fair Proposals                          |
| 102.12      | State Laws and Regulations              |
| 102.13      | Acceptance or Rejection of Proposals    |
| 102.14      | Award of Contract                       |
| 102.15      | Cancellation of Award                   |
| 102.16      | Execution of Agreement                  |
| 102.17      | Payment Bond and Performance Bond       |
| 102.18      | Notice to Proceed                       |
| 102.19      | Completion Time                         |
| 102.20      | Listing of Subcontractors               |
| 102.21      | Instructions for Completing Bid Forms   |
| 102.22      | Statements from the Owner's Employees   |
| 102.23      | Public Employees Risk Reduction Program |

## SECTION 102 - INFORMATION FOR BIDDERS

102.01. Definitions – As used in the Contract Documents, the following terms shall be defined as follows:

1. ADDENDA - Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the Contract Documents, Drawings and Specifications, by additions, deletions, clarification or corrections.
2. BCWS – The Butler County Water and Sewer Department.
3. BID - The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the work to be performed.
4. BIDDER - Any person, firm, partnership, joint venture or corporation submitting a Proposal for Work contemplated.
5. BONDS - Bid, Performance, and Payment Bonds and other instruments of security, furnished by a Bidder, the Contractor and any surety in accordance with the Contract Documents.
6. CONTRACT - The written agreement covering the performance of the Work and the furnishing of labor, tools, equipment, and materials in construction of the Work. The Contract shall include those items included within the description of Contract Documents under Section 102.01, plus any and all Change Orders required to complete the Work in a substantial and acceptable manner.
7. CONTRACT DOCUMENTS - The "Invitation for Bids", "Information for Bidders", "Proposals", "Bid Bond", "Agreement", "General Conditions", "Supplemental General Conditions", "Performance Bond", "Notice of Award", "Notice to Proceed", "Detailed Plans", "Change Order", "Technical Specifications", "State of Ohio, Department of Transportation, Construction and Material Specifications, latest version", and "Addenda", are the documents that shall form the Contract.
8. CONTRACTOR - Any person, firm, or corporation undertaking Work under an executed Contract and the Contract Documents. Only the successful Bidder is considered the Contractor.
9. ENGINEER - The designated representatives of the Butler County Water and Sewer Department, 130 High Street, Hamilton, Ohio 45011.
10. OWNER OR COUNTY - The Board of County Commissioners of Butler County, Ohio acting through its properly authorized agents. Upon successful and acceptable completion of the work, the products of this contract shall become property of Butler County.
11. PROPOSAL - The offer of the Bidder for the Work, made out and submitted on prescribed Proposal Forms, properly signed and notarized.
12. PROPOSAL FORM - The approved form, included within the Contract Documents and upon which the Owner has required formal Bids to be prepared and submitted for the Work.

13. SPECIFICATIONS - A part of the Contract Documents consisting of written descriptions of a technical nature of materials and equipment.

14. SUBCONTRACTOR - Any person, firm, or corporation undertaking work under the obligation of the Contractor, who prior to such undertaking received the written consent of the Owner.

15. SURETY -The corporate entity bound with and for the Contractor for the acceptable performance of the Contract and for completion of the Work. Surety shall be authorized to do business in the State of Ohio.

102.02. Addenda and Interpretation. No interpretation of the meaning of the specifications or other Contract Documents will be made to any Bidder orally. Requests for such interpretations should be in writing, addressed to the Project Contact. To be given consideration, requests must be received at least seven days prior to the time fixed for the opening of the bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which will be issued and mailed (or faxed) to the prospective Bidders, (at the addresses furnished for such purposes), no later than 72 hours (excluding Saturday, Sunday and legal holidays) prior to the time fixed for the opening of bids. Owner's decision as to any question or as to any clarification or interpretation shall be final. It is the responsibility of each Bidder to check with the Owner prior to submission of his bid to be sure that he has received all addenda. The Owner will not be responsible for any explanation or interpretation of the bid documents made other than by addenda duly issued.

In the case of any error, omission, discrepancy or ambiguity in the Contract Documents, or in case a potential Bidder is in doubt as to the true or intended meaning of any provision of the Contract Documents, said potential Bidder shall immediately request in writing a clarification of said provision, or a correction of said error or omission, from the Owner. Failure to request a clarification or correction will cause the Bidder, if awarded the contract, to be bound by the Owner's interpretation of the meaning of the provision in question, regardless of the reasonableness of any other interpretation.

102.03. Postponement of Bid Openings. The Owner reserves the right to postpone the date for presentation and opening of proposals and will give written or telegraphic notice of any such postponement to each prospective bidder at least 24 hours prior to time fixed for the opening of bids. In the event of any postponement, Owner will not open any bid received prior to issuance of the notice of postponement and will hold such unopened bid until the new time fixed for the opening of bids unless the Bidder provides written notice to Owner directing that such unopened bid be returned to the Bidder.

102.04. Familiarity With The Work. The Bidder, before submitting a bid, shall carefully examine all Contract Documents; conduct a thorough investigation of conditions that may in any manner affect the performance of the obligations under the Contract Documents; familiarize himself with federal, state and local laws, ordinances, rules and regulations affecting performance of the obligations under the Contract Documents; and carefully coordinate his observations with the requirements of the Contract Documents. The Bidder's obligations hereunder shall include, but not be limited to, making such additional investigations, as the Bidder may deem necessary to determine his bid price(s) for performance of the obligations under the Contract Documents. Permission to gain reasonable access to the facilities to which the Bidder would be required to make deliveries to make such investigations will be granted by the Owner upon written request of the Bidder.

The submission of a bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this section.

102.05. Proposal Form. All Proposals must be made on the required Proposal Forms attached hereto. All blank spaces for prices must be filled in, in ink or typewritten, and the Proposal Form must be fully completed and executed when submitted. When provision is made in the Proposal Form for amounts to be filled in with both words and numbers, they must be properly filled in, and in the event of any discrepancy between the amount in words and the amount in numbers, the amount in words will be used. Any explanation, modification or stipulation accompanying a Proposal will result in rendering that Proposal being deemed unresponsive and invalid. Each Proposal must be submitted in a sealed envelope, addressed to the Owner at the address given in the Invitation For Bids. Each sealed envelope containing a Proposal must be plainly marked on the outside as Proposal for Contract with the contract name and number as shown on title sheet of this set of specifications, and the envelope should bear on the outside the name of the Bidder, his address, and his license number or federal identification number, if applicable.

If forwarded by mail, the sealed envelope containing the Proposal must be enclosed in another envelope addressed to the Owner at the address given in The Invitation For Bids. Mailed Proposals must be received on or before the time indicated in the "Invitation For Bids". When an item in the Proposal contains a choice to be designated by the Bidder, the Bidder shall indicate his choice in accordance with the specifications for that particular item, and thereafter no further choice will be permitted. The Proposal shall include a properly executed Non-Collusion Affidavit. The Bidder's Proposal must be signed in ink by the individual, by one or more members of the partnership, by one or more members or officers of each firm representing a joint venture, or by one or more officers of a corporation, or by an agent of the Contractor legally qualified and acceptable to the Owner. If the Proposal is made by an individual, his name and business address must be shown; if by a partnership, the name and business address of each partnership member must be shown; if by a joint venture, the name and business address of each member or officer of the firms represented by the joint venture must be shown; if by a corporation, the name of the state under the laws of which the corporation is chartered and the name and title of the officer or officers having authority under the bylaws to sign contracts, the name of the corporation and the business address of its corporate officers must be shown. Anyone signing a Proposal as agent must file with it legal evidence of this authority to do so.

Before a contract will be awarded to a foreign corporation, a certificate from the Secretary of State will be required stipulating that such corporation is authorized to do business in the State of Ohio or that such person or partnership has filed with the Secretary of State a power of attorney designating the Secretary of State his or its agent for the purpose of accepting summons, in any action relating to the contract and under the provisions of the Worker's Compensation Law of the State of Ohio.

102.06. Bid Guaranty. A Bid Guaranty must accompany each Bid. Each Bidder shall file with the Bid, a Bid Guaranty in one of the following forms:

- (1) A bid guaranty and performance bond, in the form attached hereto, for not less than five percent (5%) of the amount of the bid secured by corporate surety acceptable to the Board of County Commissioners.
- (2) A bid guaranty in the form of a certified check, cashier's check or irrevocable letter of credit in an amount equal to five percent (5%) of the bid to ensure that, if the bid is accepted, the bidder will enter into a proper contract in accordance with the Contract Documents.

Each Bid Guaranty shall be payable to the Board of County Commissioners of Butler County, Ohio and shall stand as bid security for the benefit of both Owner and any person having a right of action

thereon. Each Bid Guaranty shall be deposited with and held by the Owner. Any surety company executing a Bid Guaranty shall be authorized to do business in Ohio and is subject to being approved by the Board of County Commissioners of Butler County, Ohio.

A Bid Guaranty filed by an unsuccessful bidder shall be returned to the bidder immediately after the contract is executed. Where the Bid Guaranty is a bond secured by a corporate surety in the form attached, the Bid Guaranty submitted by the successful bidder shall serve as the bidder's performance bond and shall not be returned by Owner. Where a successful bidder has utilized a certified check, cashier's check, or letter of credit to fulfill the bid guaranty requirement, the Bid Guaranty shall be returned to that successful bidder upon filing with the Owner a Performance and Payment Bond, in an amount which is not less than five percent (5%) of the contract amount secured by a surety company authorized to do business in Ohio that is approved by the Owner.

102.07. Power of Attorney. Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified copy of their power of attorney to sign said bonds.

102.08. Disqualification of Bidders. Any of the following reasons may be considered sufficient for the disqualification of a Bidder and the rejection of his Proposal or Proposals:

1. Evidence of collusion among bidders. Participants in such collusion will receive no recognition as Bidders for any future work with the Owner until such Bidder has been reinstated as a qualified bidder.
2. Bid prices which obviously are unbalanced.
3. Lack of competency or experience and adequate machinery, plant and other equipment, as revealed by experience questionnaires required by the Owner.
4. Materials and/or equipment which does not conform to the specifications.
5. Failure to comply with any qualification or regulation of the Owner.
6. If the Proposal is on a form other than that furnished by the Owner or if the form is altered or any part thereof is detached.
7. If there are unauthorized additions, conditional or alternate bids, or irregularities of any kind which may tend to make the Proposal incomplete.
8. If the Bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award. This does not exclude a bid limited to the maximum gross amount of award acceptable to any Bidder at any one bid letting, provided that any selection of awards will be made by the Owner.
9. If the Proposal does not contain a unit price for each pay item listed, except in the case of authorized alternate pay items or lump sum items.
10. If the Bidder's financial status and organization are not adequate to complete the Work.
11. If the Bidder does not maintain a permanent place of business.

12. If the Bidder's name is on the Auditor of State's list of unresolved findings for recovery as provided in O.R.C. 9.24.

102.09. Material Guaranty. Before any contract is awarded, the Bidder may be required to furnish a complete statement of the origin, composition, and manufacture of any or all materials to be supplied with samples. Samples may be subjected to the tests provided for in these specifications to determine their quality and fitness for the contract.

102.10. Approximate Quantities. Where bids are based upon estimated quantities, it is understood that the estimates are prepared by the Owner for the purpose of comparison of bids, and that the estimated quantities are not guaranteed but are approximate only, and that the Owner reserves the right to increase, decrease or omit any one or more items, at the unit price bid, as the Owner may deem desirable. Owner is only obligated to pay for quantities of work or materials actually provided under the terms of the Contract Documents.

102.11. Fair Proposals. Bidders are notified that in submitting their proposals, they thereby declare that all persons interested as principals are named therein and that the Proposal is fair in all respects; that it was prepared without collusion or fraud, and that no person in the employ of the Owner was or shall be interested in the performance of the Contract or in the supplies, work or business to which it relates or in any portion of the profits there from.

102.12. State Laws and Regulations. The Bidder's attention is directed to all applicable State Laws, rules and regulations of the authorities having jurisdiction over work in the locality of the project. They shall apply to the Contract throughout, as though herein written.

102.13. Acceptance or Rejection of Proposals. The Owner reserves the right to waive informalities, to reject any or all bids or to accept other than the lowest bid. Without limiting the generality of the foregoing, Proposals which are incomplete, obscure, irregular, contain erasures, omit a bid price, fail to list Manufacturers of equipment or Subcontractors, or are accompanied by an insufficient or irregular certified check or bid bond, may be rejected.

102.14. Award of Contract. Unless all bids are rejected, the Owner shall award the Contract to the lowest and best Bidder. Bidder shall be experienced, equipped and able to meet monetary obligations. In order to make this determination, the Owner may make such investigations as necessary, and the Bidder shall furnish to the Owner all such information and data requested for this purpose, including experience, finances, equipment and personnel. The Owner shall make such investigation as necessary into similar past contractual relationships of the Bidder, and the Bidder shall furnish to the Owner all such information and data requested for this purpose. Based upon the above determinations and other criteria listed in Sections 101 and 102, the Owner will award the Contract to the lowest and best Bidder. Such bid shall be held firm for a minimum of sixty (60) days.

102.15. Cancellation of Award. The Owner reserves the right to rescind the award of any Contract, before the execution of said Contract by all parties, without any liability against the Owner.

102.16. Execution of Agreement. The successful Bidder, within ten (10) days from the date of the Notice of Award, will be required to execute the Agreement and furnish the necessary Contractor's Performance and Payment Bond and Certificates of Insurance as described below and other information and certificates as required. Also, if the successful Bidder is a corporation or limited liability company whose place of incorporation is not the State of Ohio, they are required to provide a copy of their license to transact business in the State of Ohio. This also is required within ten (10) days from the date of the

Notice of Award. Failure to do so will constitute an abandonment of the bid and a forfeiture of the Bid Guaranty. Within thirty (30) days of the receipt of the acceptable Bonds and Agreement signed by the successful Bidder, the Owner shall sign the Agreement and return to the Contractor an executed copy of the Agreement. Should the Owner not execute the Agreement within such period, the Bidder may, by written notice, withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the Owner.

The successful Bidder agrees by signing the Contract that he will make no claim for additional payment or for an extension of time for completion of the work or for any other concession because of any misinterpretation or misunderstanding on his part of the Contract Documents, or because of any failure on his part to fully acquaint himself with all conditions relating to the work.

102.17. Performance and Payment Bond. A Bidder to whom a Contract has been awarded that provided a Bid Guaranty in the form of a certified check, cashier's check or letter of credit equal to five percent of the bid shall, within the period specified in Section 102.16, furnish a Performance and Payment Bond in a penal sum of not less than five percent of the Contract as awarded as security for the faithful performance of the Contract and as security for the payment of all persons, firms, or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment, or services of any nature, including utility and transportation services employed or used by him in performing the work. The current Power of Attorney for the person who signs for any surety company shall be attached to each Bond. These bonds shall be signed by a guaranty or Surety Company authorized to do business in the State of Ohio and listed in the latest issue of the U.S. Treasury Circular 570, and the penal sum shall be within the maximum specified for such company in said Circular 570.

Failure of the successful Bidder to execute such agreement and to supply the required Bonds within ten (10) working days after the prescribed forms are presented for signature, or within such extended period as the Owner may grant, based upon reasons determined sufficient by the Owner, shall constitute a default, and the Owner may either award the Contract to the next lowest and best Bidder or reject all bids and readvertise for bids, and may charge against the Bidder the difference between the amount of the bid and the amount for which a Contract for the Work is subsequently executed. If a more favorable bid is received by readvertising, the defaulting Bidder shall have no claim against the Owner for a refund.

102.18. Notice to Proceed. The Notice to Proceed shall be issued within ten (10) days of the execution of the Articles of Agreement by the Owner. Should there be reasons why the Notice to Proceed cannot be issued within such period; the time may be extended by mutual agreement between the Owner and the Contractor. The Notice to Proceed shall state the starting date of construction (within ten (10) days from date of notice) and will be used to determine liquidated damages should the Contractor fail to complete the project within the specified calendar days. See Section 106.04.

102.19. Completion Time. The time to deliver the product shall be as specified on the Notice to Proceed.

Refer to Sections 107.11 for Delivery Requirements.

102.20. Listing of Subcontractors. Each Bidder shall submit with his Bid a complete list of all Subcontractors. This listing shall include, for each Subcontractor, the name of the Subcontractor, the address of his principal place of business, the work he is expected to perform, the dollar value of the Subcontract, and a statement of relevant work experience. The Owner shall have the right to reject any Subcontractor and to request the Bidder to substitute another Subcontractor without an increase in the Bid



price. If the Bidder and the Owner cannot reach agreement regarding such a substitution, then the Owner may reject the Bid entirely. The listing of any Subcontractor who does not conform to the specifications will render the Bid non-responsive and subject to rejection. See Subsection 104.08.

Any determination made hereunder shall be made at the sole discretion of the Owner and is subject to the Owner's right to waive irregularities in the bids and shall be based on a review of the Listing of Subcontractors, provided, however, that Owner may, if it be determined necessary, require the Bidder to provide prior to award of the Contract additional information regarding the value of work to be subcontracted.

At the time the Contractor requests approval of a Subcontractor, he shall, in addition to the information required by 107.22 of the General Conditions include the total dollar value of the work on this project that the Subcontractor is expected to perform.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the work of the Subcontractors and to give the Contractor the same power regarding terminating any subcontract that the Owner may exercise over the Contractor under any provisions of the Contract Documents.

Nothing contained in this Contract shall create any contractual relations between any Subcontractor and the Owner.

Within ten (10) days after the Contractor receives payment for work performed under this Contract, he shall pay each material and equipment supplier and each Subcontractor the amount allowed the Contractor for material and equipment furnished and on account of work performed by the Subcontractor to the extent of the supplier's or Subcontractor's interest therein.

102.21. Instructions for Completing Proposal Forms. The Bidder is directed to complete all forms contained in the Contract Documents on which he intends to bid in accordance with the following:

1. Enter a Bid for each Item listed according to the instructions contained on each page of the Proposal Forms.
2. State in figures the lump sum prices, unit prices, and extensions (total amount bid) as indicated, which shall be the prices for which you agree to supply and/or install as applicable, all materials and services to perform all work required by the Specifications.. All Items described are to be construed as complete and in place. The Bidder shall indicate for each Item the total unit price and the total amount (which shall be the unit price multiplied by the quantity of the item being bid). In the event of error, the indicated unit prices shall be considered correct and the official bid will be determined from these unit prices. The unit prices shall include all considerations required to perform the work, such as equipment, overhead, and profit.
3. All work required by the Specifications shall be included in the various Items, as well as all work not shown but necessary to achieve the defined end product or condition.
4. In the event that the Bidder is a joint venture, there shall be submitted with the Bid, certifications signed by authorized officers of each of the parties to the joint venture naming the individual who shall be the agent of the joint venture, shall sign all of the documents for the joint venture, and should the joint venture be the successful Bidder, shall act in all matters relative to the

Contract resulting therefrom for the joint venture.

5. All Bids must be entered on the Form provided without change. Any additions, conditions, limitations or provision by the Bidder may render the Bid irregular and may cause its rejection.

6. All pages of this Bid Document must be signed by the Bidder or the Bid may be considered informal.

102.22. Statements from the Owner's Employees. No statement, representation, opinion, promise, or instruction contained in any of the Contract Documents or made in connection with performance of this Contract by a County officer or employee, during and in the scope and course of the officer or employee's employment with the County, shall be deemed to constitute a statement, representation, opinion, promise, or instruction of such person in their individual capacity, and neither the County Commission members by virtue of authorizing the execution of this Agreement, nor the County Commission by virtue of having executed it shall be held personally liable or accountable for such activity in connection with this Agreement.

102.23. Public Employees Risk Reduction Program. The successful bidder shall agree to comply with the Public Employee Risk Reduction Program outlined in Section 105.

**SECTION 103**  
**PREVAILING WAGE RATES**

NOT APPLICABLE

**SECTION 104**  
**PROPOSAL FORMS**

**SECTION 104**

**PROPOSAL FORMS**

**INDEX**

|        |  |
|--------|--|
| 104.01 | Proposal   |
| 104.02 | EEO Compliance                                   |
| 104.03 | Declaration of Personal Property Tax Delinquency |
| 104.04 | Bid Guaranty                                     |
| 104.05 | Certified Check                                  |
| 104.06 | Non-Collusion Affidavit                          |
| 104.07 | Resources and Experience of Bidder               |
| 104.08 | Listing of Subcontractors                        |
| 104.09 | Listing of Material Suppliers                    |

NOTE: THE BIDDER IS CAUTIONED THAT ALL OF THE ABOVE STATED FORMS MUST BE COMPLETED PROPERLY AT THE TIME OF BID SUBMITTAL. FAILURE TO DO SO MAY RESULT IN THE PROPOSAL BEING CONSIDERED INFORMAL AND SUBJECT TO REJECTION.

104.01 Proposal.

Proposal of \_\_\_\_\_, hereinafter referred to as the BIDDER, organized and existing under the laws of the State of \_\_\_\_\_, doing business as a \_\_\_\_\_ (corporation, partnership, sole proprietorship, etc.).

To Butler County, State of Ohio, hereinafter referred to as OWNER, in compliance with your Advertisement for Bids, Instructions To Bidders, the Proposal Form and Specifications, the BIDDER hereby proposes to furnish the items indicated on the enclosed Proposal Forms for Butler County, **Purchase of Liquid Polymer**, in strict accordance with the Contract Documents, within the time set forth herein, and at the prices stated herein.

Accompanying this Proposal is a bid bond or certified check in the amount of \$ \_\_\_\_\_. It is agreed that the certified check or bid bond shall be retained as liquidated damages by the OWNER if the undersigned fails to enter into a contract within ten days after notification of award.

BIDDER hereby agrees to commence work under this Contract on a date to be specified in the Notice to Proceed and to substantially furnish the Proposal items according to the contract schedule after receipt of a notification to proceed. BIDDER further agrees to comply with the provisions of Part 108.34, Liquidated Damages for Delay.

BIDDER acknowledges receipt of the following Addenda:

- No. \_\_\_\_, dated \_\_\_\_\_, 20\_\_
- No. \_\_\_\_, dated \_\_\_\_\_, 20\_\_
- No. \_\_\_\_, dated \_\_\_\_\_, 20\_\_

BIDDER agrees that if this Proposal is accepted, he will enter into an agreement with the OWNER to perform the work described in the Contract Documents for the prices as noted on the attached Proposal Forms. It is understood that the right is reserved by the OWNER to reject any and all bids or to accept the lowest and best bid as determined by the OWNER.

BIDDER hereby certifies that he has read, and will abide by, all of the conditions contained within the Contract Documents.

Bidder's Signature and Title \_\_\_\_\_

Contractor \_\_\_\_\_

Address \_\_\_\_\_

Phone & Fax \_\_\_\_\_

**PURCHASE OF LIQUID POLYMER  
BID FORM**

The bidding company (named herein) is submitting a bid for the supply of liquid polymer to the Butler County Water and Sewer Department. The bid amount is based on the criteria as outlined in the bid specifications of **approximately 280,000 pounds** per year.

For the LeSourdsville Regional WRF:

Bid Amount: \$ \_\_\_\_\_ per pound of liquid  
polymer (Year 1) x 140,000 lbs. /year = \$ \_\_\_\_\_ (A).

Test Results:      Percent Solids: \_\_\_\_\_ %  
                         Capture Efficiency \_\_\_\_\_ %  
                         Estimated Pounds of Polymer required per Dry Ton of Sludge  
                         Produced \_\_\_\_\_ lbs.

---

For the Upper Mill Creek WRF:

Bid Amount: \$ \_\_\_\_\_ per pound of liquid  
polymer (Year 1) x 140,000 lbs. /year = \$ \_\_\_\_\_ (B).

Test Results:      Percent Solids: \_\_\_\_\_ %  
                         Capture Efficiency \_\_\_\_\_ %  
                         Estimated Pounds of Polymer required per Dry Ton of Sludge  
                         Produced \_\_\_\_\_ lbs.

TOTAL BID \$ \_\_\_\_\_ (A+B)

104.02 EEO Compliance. The Bidder agrees that he will not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin.

104.03 Declaration of Personal Property Tax Delinquency, O.R.C. 5719.042. The Bidder hereby affirms that, the Bidder herein, IS \_\_\_/ IS NOT \_\_\_ (check one) charged at the time of submitting this Bid with any delinquent personal property taxes on the general tax list of personal property of any County in Ohio.

The total amount of such due and unpaid delinquent tax and any due and unpaid penalties and interest is \$\_\_\_\_\_ and is owed to \_\_\_\_\_ County, Ohio.

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

-----  
NOTARY  
STATE OF OHIO  
BUTLER COUNTY

Before me, a Notary Public, in and for said County, personally appeared

\_\_\_\_\_(Name), authorized signatory for \_\_\_\_\_

\_\_\_\_\_(Name of Firm), and

acknowledges that he has read the foregoing subsections 104.02 and 104.03 and that the information provided therein is true to the best of his knowledge and belief.

IN TESTIMONY WHEREOF, I have affixed my hand and seal of my office at \_\_\_\_\_, Ohio,

this \_\_\_ day of \_\_\_\_\_, 20\_\_.

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



**BID GUARANTY AND CONTRACT BOND**  
**Surety Bond in the Amount of 5% of the Bid**

KNOW ALL MEN BY THESE PRESENT, that we, the undersigned, \_\_\_\_\_

\_\_\_\_\_  
(Here insert full name and legal title of Contractor and Address)

as Principal, and \_\_\_\_\_

(Here insert full name or legal title of Surety)

as Surety, are hereby held and firmly bound unto the Board of County Commissioners of Butler County, Ohio, 315 High Street, Hamilton, Ohio 45011 hereinafter called the Obligee, in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on \_\_\_\_\_ (date) to undertake the project known as:

**Purchase of Liquid Polymer**

The penal sum referred to herein shall be five (5) percent of the Principal's bid to the Obligee, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee. In no case shall the penal sum exceed the amount of \_\_\_\_\_ dollars (\$ \_\_\_\_\_).

If the above line is left blank, the penal sum will be five percent of the Principal's bid, including alternates. Alternatively, if completed, the amount stated must not be less than five percent of the bid, including alternatives in dollars and cents. 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 forty percent of the penalty hereof between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the Obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the Principal will pay the Obligee the difference, not to exceed 100 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; and

IF THE SAID Principal shall well and faithfully perform each and every condition of such contract; and indemnify the Obligee against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications, and bills of material therefore; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID SURETY hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans and specifications therefore shall in any way affect the obligations of said Surety on this 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

\_\_\_\_\_  
Surety Agent's Name and Address

**NOTE:** Attorney in fact shall attach proof of authorization by Surety to execute bonds on behalf of the identified Surety.

104.05 Certified Check

Butler County, Ohio

**Purchase of Liquid Polymer**

If a certified check is deposited instead of the above Bid Bond, fill out the following information.

Certified check for \_\_\_\_\_ Dollars

on \_\_\_\_\_ Bank of

\_\_\_\_\_ deposited herewith.

---

Bidder

**LETTER TO ATTEST THAT PRODUCT AS BID IS OF TOP QUALITY**

**RE: BID FOR LIQUID POLYMER**

**TO THE BUTLER COUNTY WATER AND SEWER DEPARTMENT**

We, the bidding company of \_\_\_\_\_

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

do attest that the liquid polymer named \_\_\_\_\_  
is constantly tested in the manufacturing process for quality control and assurance for the  
purpose of delivering a continuously consistent liquid polymer to the Butler County Water and  
Sewer Department.

Officer of the Company

Sworn and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by  
\_\_\_\_\_ .

SEAL

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

My commission expires the above  
date

104.06 Non-Collusion Affidavit.

This affidavit must be executed and notarized for the Bid to be considered. If the Bid is made by a corporation, then it must be executed by its properly authorized agent.

\_\_\_\_\_, being first duly sworn, deposes and says that he/she is:  
(Affiant)

the \_\_\_\_\_ (Sole Owner, Partner, President, etc.)

of \_\_\_\_\_  
(Name of Bidder)

the party making the foregoing Proposal or Bid; that such Bid is genuine and not collusive; that said Bidder is not financially interested in, or otherwise affiliated in a business way with any other bidder on the same contract; 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 bid 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 secure any advantage against Butler County, Ohio, 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 to any association or to any member or agent thereof.

\_\_\_\_\_  
Affiant Signature

-----  
NOTARY

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

\_\_\_\_\_ Notary Public in and for

\_\_\_\_\_/\_\_\_\_\_  
(County) / (State)

My Commission expires:  
\_\_\_\_\_, 20\_\_

104.07 Resources and Experience of Bidder. The undersigned guarantees the accuracy of all statements and answers herein contained. (Please print in ink or type - Attach additional sheets if required)

1. How many years has your firm been in business?
  
2. List other government agencies under contract by your firm and the dollar volume of the contract.
  
3. Have you ever failed to complete work awarded to you? If so, state where and why.
  
4. Do you plan to sublet any part of this work? If so, give details.
  
5. What equipment do you plan to rent or purchase for this work?
  
6. Give the name, address and telephone number of an individual who represents each of the following and whom the Owner may contact to investigate your financial responsibility: a surety, a bank and a major supplier.
  
7. Give a summary of your financial statement. (List assets and liabilities, using an insert sheet if necessary).

8. State the true, exact, and correct and complete name of the partnership, corporation, or trade name under which you do business, and the address of the place of business. (If a corporation, state the name of the President and Secretary. If a Partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name). It is absolutely necessary that this information is furnished.

(a) Correct name of Bidder

(b) The Business is a

(c) The names of the corporate officers, or partners, or individuals doing business under a trade name are as follows:

Upon request, the Bidder will be expected to amplify the foregoing statements as necessary to satisfy the Owner concerning his ability to successfully perform the work in a satisfactory manner.

Signed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_ Bidder

\_\_\_\_\_ Signature of Partner or Officer

\_\_\_\_\_ Title

104.08 Listing of Subcontractors

To Be Submitted by the Bidder at the Time  
of the Bid Opening

**LIST OF SUBCONTRACTORS**

For each Subcontractor, list the work to be performed, name, address, phone number, fax number, and the dollar value of the work to be performed.

1.

2.

3.

4.

5.



104.09 Listing of Material Manufacturers/Suppliers

To Be Submitted by the Bidder at the Time  
of the Bid Opening

**LIST OF MATERIAL MANUFACTURERS/SUPPLIERS**

For each of the materials shown below, list the proposed manufacturer/supplier of the item.

1.

2.

3.

4.

5.

6.

7.

8.

**SECTION 105**  
**PERRP COMPLIANCE PROGRAM**

**Butler County, Ohio  
Board of Commissioners**

Butler County Department of Safety  
Hamilton Telephone (513) 887-5638

**Public Employees Risk Reduction Program (PERRP) Compliance Program**

**CONTRACTOR'S RULES & REQUIREMENTS**

All outside contractors and outside concerns shall comply with all practices established by law, (Local, State, and Federal) and with those regulations specified by Butler County. This includes the Occupational Safety and Health Standards (OSHA) and Environmental Protection Agency (EPA) regulations and to furnish evidence or proper insurance coverage to the Butler County Director of Purchasing as required under the following paragraphs:

- 1) All work and material furnished shall conform strictly to the requirements of the laws of the State of Ohio and all other federal, local or municipal laws and ordinances as well as all lawful regulation of any public authorities.
- 2) The Contractor expressly assumes and agrees to protect, defend, indemnify and hold harmless Butler County from and against all claims which may be made against Butler County by reason of any personal injury or death to any person or persons (including but not limited to employees of Butler County or its Contractors) and for or on account of damage to the property of any person, firm, corporation (including but not limited to property of Butler County or its contractors), however caused, arising out of or in the course of the performance of work for Butler County by the contractors, agents, employees or sub-contractors.
- 3) Until completion of work and final payment has been tendered, the contractor shall procure at his own cost and keep in force, in form satisfactory to the Butler County:
  - a) Workers' Compensation Insurance, including payment to employees of the contractor, compensation provided by the Workers' Compensation law of the State of Ohio.
  - b) Liability insurance covering public liability assumed herein, including contractor's liability and automobile liability including trucks, trailers, or other motor vehicles. Evidence of such insurance, in policy or certificate form, shall be deposited with Brian Custer, Project Manager, for this department, in advance of commencement of work.
  - c) Whereas any part of this contract is performed by a subcontractor of the contractor, evidence of such insurance on behalf of such contractor shall similarly be provided by the contractor to the Project Manager, in advance of commencement of the work. Upon receipt of the above information by the Purchasing and Materials Control Agent, and if such insurance or certificate expires before completion of work, it shall be the duty of the contractor to furnish renewal certificate.

- 4) a) Contractor and their employees shall consider themselves representatives of Butler County while performing work for Butler County and shall treat Customers with the utmost respect. Contractor and their Employees shall not enter into disputes with Customers under any circumstances. In the event of any disagreement involving work assigned to the Contractor by Butler County, the Contractor or their Representative shall notify BCWS (Butler County Water and Sewer Department) immediately.
- b) Unprofessional conduct such as horseplay, wrestling, fighting, gambling etc., will not be permitted.

## Butler County, Ohio Board of Commissioners

Butler County Department of Safety  
Hamilton Telephone (513) 887-5638

I \_\_\_\_\_, as the authorized company representative for \_\_\_\_\_  
\_\_\_\_\_, have received the Butler County "Contractors Rules and Requirements"  
and "Safety Regulations For Outside Contractors" and agree to comply with them as written.

Project Name: **Purchase of Liquid Polymer**

\_\_\_\_\_  
Signature of Authorized Representative \_\_\_\_\_  
Date

Please return to:      Brian Custer, Project Manager  
                                 Water and Sewer Department  
                                 Butler County Administration Building  
                                 130 High Street  
                                 Hamilton, Ohio 45011

**SECTION 106**  
**CONTRACT FORMS**

**SECTION 106**  
**CONTRACT FORMS**  
**INDEX**

- 106.01 Notice of Award
- 106.02 Articles of Agreement
- 106.03 N/A
- 106.04 Notice to Proceed
- 106.05 Notice of Commencement
- 106.06 Registration and Licensing

NOTE: THE BIDDER IS CAUTIONED NOT TO COMPLETE ANY OF THE FOLLOWING FORMS IN SECTION 106. AFTER THE CONTRACT IS AWARDED, THE FORMS WILL BE COMPLETED UNDER THE DIRECTION OF BUTLER COUNTY.

106.01 Notice of Award

TO:

PROJECT DESCRIPTION: Furnishing of labor, materials, equipment, and expendable tools, etc., necessary for the **Purchase of Liquid Polymer**, Butler County, Ohio.

The Owner, Butler County, Ohio, has considered the Bid submitted by you on \_\_\_\_\_ for the above described Work in response to the County's Advertisement for Bids, Invitation for Bids, Information for Bidders, Plans, and Specifications.

You are hereby notified that your Bid has been accepted for the Work in the amount of \$\_\_\_\_\_.

You are required by the Information for Bidders to execute the Articles of Agreement (Section 106.02) and furnish the required Contractor's Performance and Payment Bond (102.18), if applicable, Certificates of Insurance (107.27), Workers' Compensation Certificates (107.27), and Construction Schedule (102.22) within ten (10) calendar days from the date of this Notice of Award.

If you fail to execute said Agreement and/or to furnish said bonds, certificates, forms and schedule within ten (10) calendar days from the date of receipt of this Notice of Award, the Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned and to consider this as a forfeiture of your Bid Guaranty. The Owner will be entitled to such other rights as may be granted by law.

You are required to sign and return an acknowledged copy of this NOTICE OF AWARD to the County.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Receipt of the NOTICE OF AWARD is hereby acknowledged.

(Contractor)

BUTLER COUNTY  
WATER AND SEWER DEPARTMENT

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

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

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Sign, date, and return** this NOTICE OF AWARD within ten (10) calendar days to **Brian Custer**, Project Manager, Butler County Water and Sewer Department, 130 High Street, 5<sup>th</sup> Floor, Hamilton, Ohio 45011.



106.02 Articles of Agreement

BUTLER COUNTY, OHIO

THIS AGREEMENT, known as **the Purchase of Liquid Polymer**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, in the year Two Thousand-\_\_\_\_\_ (20\_\_), by and between the Board of County Commissioners of Butler County, Ohio, (“Owner”), and the Undersigned (“Contractor”).

WITNESSETH: That the said Contractor has agreed and by these present does agree with the said Owner, for the consideration mentioned in the Proposal and under the penalty expressed in a Bond bearing even date with these present and herein contained or hereto annexed, to furnish at the proper cost and expense to the Contractor, all the necessary materials and labor of every description and to carry out and complete in a workmanlike manner, ready for continuous operation, the improvement known as Purchase of Liquid Polymer, in accordance with the following listed documents, all of which are as fully a part of this Contract as if herein set forth verbatim, or if not attached, as if attached and on file in the office of Owner, subject to such changes as may be necessary to conform with the intent of the Contract.

1. Advertisement for Bids
2. Invitation for Bids
3. Information for Bidders
4. N/A
5. Proposal Forms
6. Bid Guaranty and Contract Bond
7. Articles of Agreement
8. General Conditions
9. PERRP Compliance Program
10. Notice of Award
11. Notice to Proceed
12. Change Orders
13. Contract Drawings
14. Specifications
15. N/A

16. N/A

17. State of Ohio, Dept. of Transportation, Construction and Material Specifications, latest version.

18. Addenda:

No. \_\_\_\_\_, dated \_\_\_\_\_, 20 \_\_.

No. \_\_\_\_\_, dated \_\_\_\_\_, 20 \_\_.

No. \_\_\_\_\_, dated \_\_\_\_\_, 20 \_\_.

No. \_\_\_\_\_, dated \_\_\_\_\_, 20 \_\_.

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise, any such provision is not included, or is not correctly inserted, then upon application of either party hereto the Contract shall forthwith be physically amended to make such insertion.

IN WITNESS WHEREOF, the Board of County Commissioners of Butler County, Ohio, and the Contractor have executed this agreement in 5 copies as of the date first hereinbefore written, 4 copies to the County and 1 copy to the Contractor.

WITNESS

BUTLER COUNTY, OHIO, BOARD OF COUNTY  
COMMISSIONERS

\_\_\_\_\_

\_\_\_\_\_  
President

\_\_\_\_\_

\_\_\_\_\_  
Vice President

\_\_\_\_\_

\_\_\_\_\_  
Commissioner

APPROVED AS TO FORM

Prosecuting Attorney

By:

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

WITNESS

---

---

CONTRACTOR

---

Contractor

---

Officer's Signature

---

Officer's Title

106.04 Notice to Proceed

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_  
Project: BUTLER COUNTY, OHIO  
**Purchase of Liquid Polymer**

You are hereby notified to commence THE CONTRACT in accordance with the allotted time for each delivery. Each order must be delivered within 5 calendar days of the order being placed. You are required to return an acknowledged copy of this NOTICE TO PROCEED to Butler County, 130 High Street, Hamilton, Ohio 45011.

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged

\_\_\_\_\_  
(Contractor)

BUTLER COUNTY  
WATER AND SEWER DEPARTMENT

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

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

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Sign, date, and return** this NOTICE OF AWARD within ten (10) calendar days to **Brian Custer**, Project Manager, Butler County Water and Sewer Department, 130 High Street, 5<sup>th</sup> Floor, Hamilton, Ohio 45011.

106.06 REGISTRATION AND LICENSING

**REGISTRATION AND LICENSING  
OF NON-OHIO CORPORATION OR LIMITED LIABILITY  
COMPANIES DOING BUSINESS IN BUTLER COUNTY**

**To all corporate or limited liability companies whose place of incorporation is not the State of Ohio:**

If you are a corporation or limited liability company not incorporated in the State of Ohio, please provide within 10 days from the Ohio Secretary of State and indicate the number of your license to do business in Ohio in the space provided below:

License Number: \_\_\_\_\_

Failure to satisfy this requirement will negatively impact the execution of the contract agreement and may constitute an abandonment of the bid.

**SECTION 107**  
**GENERAL CONDITIONS**

## SECTION 107

### GENERAL CONDITIONS

#### INDEX

| ITEM   | DESCRIPTION                                 |
|--------|---|
| 107.01 | Definitions                                 |
| 107.02 | Contract Document Distribution              |
| 107.03 | Additional Instructions and Detail Drawings |
| 107.04 | Schedules, Reports and Records              |
| 107.05 | Drawings and Specifications                 |
| 107.06 | Shop Drawings                               |
| 107.07 | Substitutes and "Or-Equals"                 |
| 107.08 | Patents                                     |
| 107.09 | Protection of Work, Property, and Persons   |
| 107.10 | Changes in Contract Price                   |
| 107.11 | Time for Completion and Liquidated Damages  |
| 107.12 | Correction of Work                          |
| 107.13 | Suspension of Work, Termination and Delay   |
| 107.14 | Payments to Contractor                      |
| 107.15 | Acceptance of Final Payment as Release      |
| 107.16 | Insurance Requirements                      |
| 107.17 | Contract Security                           |
| 107.18 | Assignments                                 |
| 107.19 | Claims and Damages                          |
| 107.20 | Separate Contracts                          |
| 107.21 | Subcontracting                              |
| 107.22 | Engineer's Authority                        |
| 107.23 | Guaranty and Warranties                     |
| 107.24 | Jurisdiction                                |
| 107.25 | Taxes                                       |
| 107.26 | Responsibility                              |
| 107.27 | Miscellaneous                               |
| 107.28 | Quantities                                  |

## 107.01 - DEFINITIONS

Wherever used in the contract documents, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:

- A. The word "Owner" or "Purchaser" refers in every case to, Butler County.
- B. CHANGE ORDER - A written agreement executed by the Contractor and the Owner covering an addition, deletion or revision in the Work within the general scope of the Contract Documents, or authorizing an adjustment in the Contract Price or Contract Time.
- C. CONTRACT PRICE -The total monies payable to the Contractor under the terms and conditions of the Contract Documents.
- D. CONTRACT TIME - The number of calendar days stated in the Contract Documents for the completion of the work.
- E. CONTRACTOR - The person, firm or corporation with whom the Owner has executed the Agreement.
- F. DRAWINGS - The part of the Contract Documents which show the characteristics and scope of the work to be performed and which have been prepared or approved by the Engineer.
- G. FIELD ORDER - A written order effecting a change in the work not involving an adjustment in the Contract Price or an extension of the Contract Time, issued by the Engineer to the Contractor during construction.
- H. FINAL COMPLETION - That date that all the work is complete in accordance with the contract documents so that the project's Contract Completion Certificate is issued to the Owner.
- I. NOTICE OF AWARD - The written notice of the acceptance of the Bid from the Owner to the successful Bidder.
- J. NOTICE TO PROCEED - Written communication issued by the Owner to the Contractor authorizing him to proceed with the work and establishing the date of commencement of the work.
- K. OWNER - A public or quasi-public body or authority, corporation, association, partnership, or individual for whom the work is to be performed.
- L. PROJECT - The undertaking to be performed as provided in the Contract Documents.



- M. PUNCH LIST – a list created by Engineer at the time that Engineer issues the certification of Substantial Completion that lists items to be completed or corrected before final payment is made.
- N. SHOP DRAWINGS - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a Subcontractor, manufacturer, supplier, or distributor, which illustrate how specific portions of the work shall be fabricated or installed.
- O. SUBSTANTIAL COMPLETION - That date as certified by the Engineer when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended. When the Project (or a specified part thereof) involves Work under multiple contracts, Substantial Completion shall require that all contracts necessary to permit utilization of the Project (or a specified part thereof) for the purposes for which it is intended, as determined by Engineer, be concurrently certified.
- P. SUPPLEMENTAL GENERAL CONDITIONS - Modifications to General Conditions required by a Federal agency for participation in the Project and approved by the agency in writing prior to inclusion in the Contract Documents, or such requirements that may be imposed by applicable state laws.
- Q. SUPPLIER - Any person or organization who supplies materials or equipment for the work, including that fabricated to a special design, but does not perform labor at the site.
- R. WRITTEN NOTICE - Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address, or delivered in person to said party or his authorized representative on the work.

#### 107.02 - CONTRACT DOCUMENTS DISTRIBUTION

- A. The Contractor will be furnished four (4) sets of Contract Documents.
- B. Additional copies may be obtained at the Contractor's (and Subcontractor's) own expense for the cost of printing.

#### 107.03 - ADDITIONAL INSTRUCTIONS

- A. The Contractor may be furnished additional instructions, by the Engineer, as necessary to carry out the work required by the Contract Documents.
- B. The additional instruction thus supplied will become a part of the Contract Documents. The Contractor shall carry out the work in accordance with the additional instructions.

#### 107.04 - SCHEDULES, REPORTS AND RECORDS

- A. The Contractor shall submit to the Owner reports, records and other data where applicable as are required by the Contract Documents for materials delivered.

#### 107.05 - SPECIFICATIONS

- A. The intent of the Specifications is that the Contractor shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the work in accordance with the Contract Documents and all incidental work necessary to complete the order in an acceptable manner.

#### 107.06 - SHOP DRAWINGS

- A. The Contractor shall provide product information as may be necessary for the delivery of acceptable product. The Engineer shall promptly review all information. The Engineer's action with respect to any product information shall not release the Contractor from responsibility for deviations from the Contract Documents.

#### 107.07 – SUBSTITUTES AND “OR-EQUALS”

- A. Whenever an item of material is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier together with the words “equivalent,” “like,” or “equal,” the specification or description is intended to establish the type, function, appearance, and quality required. In such cases, other items of material or equipment, or material or equipment of other Suppliers, may be submitted to the Engineer for review under the circumstances described below.
  - 1. “Or-equal” Items: If in Engineer’s sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an “or-equal” item, in which case review and approval of the proposed item may, in Engineer’s sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed “or-equal” items. For the purposes of this Paragraph 107.07.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:
    - a. in the exercise of reasonable judgment, Engineer determines that:
      - i) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics,
      - ii) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole,

- iii) it has a proven record of performance and availability of responsive service; and
  - b. Contractor certifies that, if approved and incorporated into the Work:
    - i) there will be no increase in cost to the Owner or increase in Contract Times, and
    - ii) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
- 2. Substitute Items
  - a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 107.07.A.1, it will be considered a proposed substitute item.
  - b. Contractor shall submit sufficient information as provided below to allow Engineer to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefore. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.
  - c. The requirements for review by Engineer will be as set forth in Paragraph 107.07.A.2.d, as supplemented elsewhere in these Contract Documents, and as Engineer may decide is appropriate under the circumstances.
  - d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
    - i) shall certify that the proposed substitute item will:
      - a) perform adequately the functions and achieve the results called for by the general design,
      - b) be similar in substance to that specified, and
      - c) be suited to the same use as that specified;
    - ii) will state:
      - a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time;
      - b) whether or not use of the proposed substitute item in the Work will require a change in any of the

- Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
- c) whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
- iii) will identify:
    - a) all variations of the proposed substitute item from that specified, and
    - b) available engineering, sales, maintenance, repair, and replacement services, and
  - iv) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.
- B. If the name of a proprietary item or the name of a particular Supplier is used without the words “equivalent,” “like,” or “equal,” then no like, equivalent, or “or-equal” item, and no substitution, is permitted.
- C. Engineer’s Evaluation: Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraph 107.03.A. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No “or equal” or substitute will be ordered, installed or utilized until Engineer’s review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an “or equal.” Engineer will advise Contractor in writing of any negative determination.
- D. Special Guarantee: Owner may require Contractor to furnish at Contractor’s expense a special performance guarantee or other surety with respect to any substitute.
- E. Engineer’s Cost Reimbursement: Engineer will record Engineer’s costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraph 107.13.A.2. Whether or not Engineer approves a substitute item so proposed or submitted by Contractor, Contractor shall reimburse Owner for the charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

- F. Contractor's Expense: Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.
- G. In the event that the Engineer or his consultants are required to provide substantial additional engineering services as a result of substitution of materials or equipment by the Contractor, or to evaluate any changes proposed by the Contractor for the convenience of the Contractor, then the Contractor shall reimburse the Owner for the charges of the Engineer and his consultants for evaluating the proposed substitution or changes. These expenses of the Engineer will be reimbursed in any case by the Contractor, and are not dependent on the acceptance of the proposed contract change.

The Engineer will notify the Contractor and Owner in writing when any of the above stated items will result in additional engineering services and will obtain the Contractor's and Owner's written authority to proceed prior to performing the review.

Expenses will be computed in accordance with the Engineer's established billing procedures.

#### 107.08 - PATENTS

The Contractor shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified. However, 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 Engineer.

#### 107.09 - PROTECTION OF WORK, PROPERTY AND PERSONS

- A. The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the work and other persons who may be affected thereby, all the work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. Any damage to same shall be replaced by the Contractor and billed to the person causing said damage to the complete satisfaction of the Owner and the Engineer at no cost to the Owner.
- B. The Contractor shall indemnify and save harmless the Owner, the Engineer, and all their officers, employees, and all servants against any claim or liability arising from, or based on the violation of any such law, ordinance, regulation, order, or decree whether by

himself or his employees.

#### 107.10 - CHANGES IN CONTRACT PRICE

- A. The Contract Price may be changed only by a Change Order. The value of any work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by estimating the number of unit quantities of each part of the Work, which is changed (either increased or decreased) and then multiplying the estimated number of such unit quantities by the price Bid (which price shall include the Contractor's overhead and profit) for a unit quantity thereof.

#### 107.11 - TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- A. The date of beginning and the time for completion of the work are essential conditions of the Contract Documents and the work embraced shall be commenced on a date specified in the Notice To Proceed. See Sections 102.22 and 106.04.

**Completion Time – Materials must be delivered within 5 calendar days of the order being placed.**

- B. The Contractor will proceed with the work at such a rate of progress to insure full completion within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the Owner, that the Contract Time for the completion of the work, described herein.
- C. If the Contractor shall fail to complete the work within the Contract Time, or extension of time granted by the Owner, then the Contractor will pay to the Owner the amount for liquidated damages as specified below for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents.
- D. The Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following, and the Contractor has promptly given written notice of such delay to the Owner or Engineer.
  - 1) To any preference, priority or allocation order duly issued by the Owner.
  - 2) To unforeseeable causes beyond the control and without fault or negligence of the Contractor, including but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather; and
  - 3) To any delays of Subcontractors occasioned by any of the causes specified in above paragraphs 107.11 D1 and 107.11 D2.

- E. The Contractor agrees to pay the liquidated damages after the Final Completion Date which will be assessed based on the Owner's incurred costs, for additional operational requirements and increased cost of material. These costs shall not exceed \$50/day.

#### 107.12 - CORRECTION OF WORK

- A. The Contractor shall promptly remove from the premises all material rejected by the Engineer for failure to comply with the Contract Documents. The Contractor shall promptly replace the material in accordance with the Contract Documents and without expense to the Owner.
- B. All removal and replacement material shall be picked up and delivered at the Contractor's expense. If the Contractor does not take action to remove such rejected material within ten (10) days after receipt of Written Notice, the Owner may remove and store the materials at the expense of the Contractor.

#### 107.13 - SUSPENSION OF WORK, TERMINATION AND DELAY

- A. The Owner may suspend the work or any portion thereof for a period of not more than ninety (90) days or such further time as agreed upon by the Contractor, by Written Notice to the Contractor and the Engineer which notice shall fix the date on which work shall be resumed. The Contractor will resume that work on the date so fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension.
- B. If the Contractor is adjudged a bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the work or if he disregards the authority of the Engineer, or if he otherwise violates any provision of the Contract Documents, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and his surety a minimum of ten (10) days from delivery of a Written Notice, terminate the services of the Contractor and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and 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.
- C. Where the Contractor's services have been so terminated by the Owner, said termination shall not affect any right of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the Owner due the Contractor will not release the Contractor from compliance with the Contract Documents.

- D. After ten (10) days from delivery of a Written Notice to the Contractor and the Engineer, the Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Contract. In such case, the Contractor shall be paid for all work executed and any expense sustained plus reasonable profit.
- E. If, through no act or fault of the Contractor, the work is suspended for a period of more than ninety (90) days by the Owner or under an order of the court or other public authority, or the Engineer fails to act on any request for payment within thirty (30) days after it is submitted, or the Owner fails to pay the Contractor substantially the sum approved by the Engineer or awarded by a court of competent jurisdiction within the State of Ohio within sixty (60) days of its approval and presentation, then the Contractor may, after ten (10) days from delivery of a Written Notice to the Owner and the Engineer, terminate the Contract and recover from the Owner payment for all work executed and all expenses sustained. In addition and in lieu of terminating the Contract, if the Engineer has failed to act on a request for payment or if the Owner has failed to make any payment as aforesaid, the Contractor may upon ten (10) days written notice to the Owner and the Engineer stop the work until he has been paid all amounts then due, in which event and upon resumption of the work, Change Orders shall be issued for adjusting the Contract Price or extending the Contract Time or both to compensate for the costs and delays attributable to the stoppage of the work
- F. If the performance of all or any portion of the work is suspended, delayed, or interrupted as a result of a failure of the Owner or Engineer to act within the time specified in the Contract Documents, or if no time is specified, within a reasonable time, an adjustment in the Contract Price or an extension of the Contract Time, or both, shall be made by Change Order to compensate the Contractor for the costs and delays necessarily caused by the failure of the Owner or Engineer.

#### 107.14 - PAYMENTS TO CONTRACTOR

- A. The Contractor will submit to the Engineer an invoice for material delivered. The Owner will, within thirty (30) days of presentation to him of an approved invoice, pay the Contractor.
- B. Each request for payment must be accompanied by the Certification of Work and Affidavit of Payment to Subcontractors and Suppliers (Item 107.21).
- C. The Contractor will indemnify and save the Owner or the Owner's agents harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the contract. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so the Owner may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the



Contractor shall be resumed, in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor, his Surety, or any third party. In paying any unpaid bills of the Contractor, any such payment made by the Owner shall be considered payment made under the Contract Documents by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.

- H. If the Owner fails to make payment thirty (30) days after approval by the Engineer, in addition to other remedies available to the Contractor, there shall be added to each such payment interest at the maximum legal rate commencing on the first day after said payment is due and continuing until the payment is received by the Contractor.

#### 107.15 - ACCEPTANCE OF FINAL PAYMENT AS RELEASE

The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of this work. Any payment, however, final or otherwise, shall not release the Contractor or his sureties from any obligations under the Contract Documents or the Performance Bond and Payment Bonds.

#### 107.16 - INSURANCE REQUIREMENTS

- A. The Contractor shall not commence work under this Contract until he has obtained all insurance required under this paragraph. Certificates of Insurance, fully executed by officers of the Insurance Company, shall be filed with the County for approval. The Contractor shall not allow any subcontractor to commence work on his subcontract until all similar insurance required for the subcontractor has been so obtained and approved. The Contractor may also be required to submit the original insurance policies for inspection and approval of the County before work is commenced. Said policies shall not thereafter be canceled, permitted to expire, or be changed without ten (10) days notice in advance to the County and consented to by the County, and the policy shall so provide:
  - 1. Worker's Compensation Insurance: Before any work is commenced, the Contractor shall take out and maintain during the life of this Contract, Worker's Compensation Insurance for all of his employees employed at the site of the project. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in work under this Contract at the site of the project is not protected under the Worker's Compensation Statute, the Contractor shall provide for any such of his employees, and shall provide or cause such subcontractor to provide Employer's Liability Insurance for the protection of his employees not protected by the Worker's Compensation Statutes.

2. Contractor shall take out and maintain during the life of this Contract Employer's Stop Gap Liability Insurance with a \$1,000,000.00 limit
3. Comprehensive General Liability Insurance: The Contractor shall take out and maintain during the life of this Contract Comprehensive General Liability Insurance providing, without limitation, such coverage as personal injury, bodily injury, broad form property damages, independent contractor, completed operations and products, and public liability coverage as shall protect him, the County, and any subcontractor during the performance of work covered by this contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under this contract, whether such operations be by himself or by any subcontractor, or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability on the County. Such insurance shall have the County named as additional Insured along with the Contractor, and shall hold harmless the County against all suits and claims arising from or as the result of the operations of the Contractor or his subcontractors. The amount of coverage shall be One Million Dollars (\$1,000,000) combined single limit.
4. Insurance Covering Special Hazards: Special hazards as determined by the County shall be covered by rider or riders in the comprehensive General Liability Insurance Policy or policies herein elsewhere required to be furnished by this Contractor, or by separate policies of insurance in the amounts as defined in the Special Conditions of the Contract, included herewith.
5. Comprehensive Automobile Liability Insurance: The Contractor shall take out and maintain during the life of this Contract, Comprehensive Automobile Liability Insurance providing, without limitation, such coverage as liability, and non-owned and hired car coverage.

Such insurance shall cover the use of all motor vehicles engaged in operating within the terms of this Contract on the site of the work to be performed thereunder unless such coverage is included in the insurance specified in Paragraph 9(b). Such insurance shall name the County as Insured along with the Contractor, and shall hold harmless the County against all suits and claims arising from or as the result of the operations of the Contractor. The amount of coverage shall be One Million Dollars (\$1,000,000) combined single limit.

6. Subcontractors Insurance: The Contractor shall require subcontractors, if any, not protected under the Contractor's insurance policies to take out and maintain insurance of the same nature and in the same amounts as required of the Contractor for Comprehensive General Liability.

Subcontractors shall also be required to take out and maintain Automobile Insurance in like amounts to that required of the Contractor on all automobiles operated by each subcontractor on the site of the work.

- B. Contractor shall be responsible for any deductible or self-insured retention.

#### 107.17 - CONTRACT SECURITY

The Contractor shall within ten (10) days after the receipt of the Notice of Award furnish the Owner with a Performance Bond and a Payment Bond in penal sums equal to the amount of five (5) percent of the Contract Price, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the Contract Documents, and upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the work provided by the Contract Documents. Such Bonds shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the state in which the work is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these Bonds shall be borne by the Contractor. If at any time a surety on any such Bond is declared a bankrupt or loses its right to do business in the state in which the work is to be performed or is removed from the list of "Surety Companies Acceptable on Federal Bonds", Contractor shall within ten (10) days after notice from the Owner to do so, substitute an acceptable Bond (or Bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such Bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable Bond to the Owner.

#### 107.18 - ASSIGNMENTS

- A. The Contractor will indemnify and hold harmless the Owner and the Engineer and their 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 claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the Contractor, and Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
- B. In any and all claims against the Owner or the Engineer, or any of their 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 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 or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.
- C. The obligation of the Contractor under this paragraph shall not extend to the liability of the Engineer, his agents or employees arising out of the preparation or approval of maps, Drawings, opinions, reports, surveys, Change Orders, designs or Specifications.

#### 107.19 - CLAIMS AND DAMAGES

- A. The Contractor shall assume any and all risk of whatever nature in doing the work. The contractor shall indemnify and save harmless said Butler County, Ohio from all claims of any person or persons against said Contractor or said County for damage to persons or property arising from, or growing out of the construction of said work including all claims in consequence of any negligence of said Contractor, and shall indemnify and save harmless Butler County, Ohio, from all injury and damage of any kind to the property of the County or of any other person or corporation caused by said Contractor, his servants, or agents, in the execution of the Contract, provided, however, that this sentence shall not impose upon the Contractor liability without fault.
- B. The Contractor shall be liable for general damages, but not for special or consequential damages, caused by delay, when such delay is not due to his fault or negligence.
- C. The Contractor shall not be liable for delay in delivery of materials or apparatus furnished by the County. In the event of such delay, the date of completion of the work shall be extended for a period equal to the time lost by reason of the delay.

#### 107.20 - SEPARATE CONTRACTS

- A. The Owner reserves the right to let other contracts in connection with this Project. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate his work with theirs. If the proper execution or results of any part of the Contractor's work depends upon the work of any other Contractor, the Contractor shall inspect and promptly report to the Engineer any defects in such work that render it unsuitable for such proper execution and results.
- B. The Owner may perform additional work related to the Project by himself, or he may let other contracts containing provisions similar to these. The Contractor will afford the other Contractors who are parties to such Contracts (or the Owner, if he is performing the additional work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate his work with theirs.
- C. If the performance of additional work by other Contractors or the Owner is not noted in the Contract Documents prior to the execution of the Contract, written notice thereof shall be given to the Contractor prior to starting any such additional work. If the Contractor believes that the performance of such additional work by the Owner or others involves him in additional expense or entitles him to an extension of the Contract Time, he may make a claim therefore as provided in Item 107.10.

## 107.21 - SUBCONTRACTING

- A. Since this Contract is made pursuant to the bid submitted by the Contractor and in reliance upon the Contractor's qualifications and responsibility, the Contractor shall not sublet nor shall any subcontractor commence performance of any part of the Work included in this Contract without the prior written consent of the Owner. In making the application for subletting any portion of the Work, the Contractor shall state in writing the portion of the Work which each subcontractor is to do or the material which he is to furnish, his place of business, and such other information as may be required. Subletting, if permitted, shall not relieve the Contractor or his surety of any of his or its obligations under this Contract.
- B. The Contractor shall be and shall remain solely responsible to the Owner for the acts or faults of his subcontractor and of such subcontractor's officers, agents and employees, each of whom shall, for this purpose, be deemed to be the agent or employee of the Contractor to the extent of his subcontract. The Contractor shall promptly, upon request of the Owner, file a conforming copy of the subcontract with prices and terms of payment deleted as a condition precedent to the approval of a subcontractor. The Contractor and subcontractor shall jointly and severally agree that no obligation upon the Owner is thereby created to pay to, or see to the payment of any sums to any subcontractor.
- C. The Contractor may utilize the services of specialty Subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty Subcontractors.
- D. The Contractor shall not award work to Subcontractor(s), in excess of fifty (50%) percent of the Contract Price, without prior written approval of the Owner.
- E. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the work of Subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the Contract Documents.
- F. Nothing contained in this Contract shall create any contractual relation between any Subcontractor and the Owner.
- H. When making requests for partial and final payment, Contractor shall provide the Certification of Work and Affidavit of Payment to Subcontractors and Suppliers (Item 107.21.I).
- I. Certification of Work and Affidavit of Payment to Subcontractors and Suppliers: (See next page)



#### 107.22 - ENGINEER'S AUTHORITY

- A. The Engineer shall act as the Owner's representative during the construction period. In consultation with the Owner, he shall decide questions which may arise as to quality and acceptability of materials furnished and work performed. He shall interpret the intent of the Contract Documents in a fair and unbiased manner.
- B. The Contractor will be held strictly to the intent of the Contract Documents in regard to the quality of materials. Inspections may be made at the factory of the source of material supply.
- C. The Engineer will not be responsible for the construction means, controls, techniques, sequences, procedures, or safety.
- D. In consultation with the Owner, the Engineer shall promptly make decisions relative to interpretation of the Contract Documents.

#### 107.23 – GUARANTY AND WARRANTIES

- A. The Contractor shall guarantee all materials furnished and work performed for a period of twelve (12) months from the date of delivery. The Contractor warrants and guarantees for a period of twelve (12) months from the date of acceptance of the system that the completed system is free from all defects due to faulty materials and the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects at no cost to the Owner. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.
- B. General
  - 1) The word "Guarantee" when appearing in any contract document or construction correspondence shall be synonymous with warranty.
- C. Submittals
  - 1) In all cases where "Special Warranties" are required, the request for approval of materials will be accepted by the Engineer on the understanding that manufacturer agrees to provide the specified warranty or other service unless stated otherwise in the request.
  - 2) The Owner will not be bound to accept any limitations or variations from the specified warranty which were not filed with the request for acceptance and accepted prior to purchase of materials.

- 3) Warranties shall be submitted prior to request for payment for 100% completion in each case, and shall include:
  - a) Manufacturer's warranty that all materials comply with his published standards, comply with the requirements of the specifications and, where specified, are adequate for the proposed use.
  - b) Subcontractor's warranty that all workmanship complies with the requirements of the specifications and of the manufacturer.
  - c) Certification and verification of previously submitted information including statement of all limitations, required maintenance and similar conditions of the warranty.

D. Standard Warranties

- 1) A standard warranty is a warranty whose terms are essentially the same as normally offered by the manufacturer or are standard with the industry.
- 2) General Conditions require that standard warranties apply as a minimum requirement notwithstanding the fact that submittal of a copy of the warranty is not required.
- 3) Contractor shall obtain and furnish to the Owner from each manufacturer of materials or equipment incorporated into the work a warranty at least as favorable to Owner as that customarily given by such manufacturer to others. Contractor shall inform himself as to any conditions precedent to the effectiveness of each manufacturer's warranty and comply with all such conditions (or obtain waivers thereof from the manufacturer) so that such warranty shall be fully effective. If any event occurs which might invalidate any manufacturer's warranty, Contractor shall promptly notify the Engineer.
- 4) All warranty periods shall commence on the date of acceptance of the work except that, if it is discovered after said date that certain work or materials were not in fact in conformance with the requirements of the Contract Documents, the applicable warranty period shall recommence from the completion of the repair or replacement of such work to make it so conform.
- 5) The fact that a manufacturer's warranty differs in its terms from those of the Contractor or any subcontractor, the acceptance by the Owner of any warranty of a manufacturer or subcontractor, or the fact that the Owner has claimed initially on such warranty, shall not in any way release Contractor from his warranty obligations under the Contract.

E. Special Warranties

- 1) A special warranty is one whose terms, in addition to the standard coverage



offered by the manufacturer, contain other special provisions, including:

- a) Acknowledgment of specified list of items which shall be specifically noted as being covered by the warranty.
- b) Acknowledgment of specific conditions for use or exposure.
- c) Extension of warranty to waive standard exceptions or to extend limits including time.
- d) Requirements for specific performance by other trades including method of separation and protection from, or assurance of compatibility with, adjacent materials.
- e) Assemblies and systems which may include products of other manufacturers.
- f) Conditions where certain performance criteria as specified must be determined by performance testing subject to Owner's review and acceptance.
- g) Conditions where manufacturer's continuing involvement, such as for maintenance or advisory service, is required.

2) Special Warranty Schedule:

The Contractor shall guarantee material furnished for a period of time from the date of substantial completion of the work until twelve months after the date of the Owner's acceptance of the material.

#### 107.24 - JURISDICTION

All claims, disputes and other matters in question arising out of, or relating to, the Contract Documents or the breach thereof, except for claims which have been waived by the making and acceptance of final payment as provided by Item 107.15, shall be decided in a court of competent jurisdiction with the State of Ohio.

#### 107.25 - TAXES

- A. The Contractor will pay all sales, consumer, use and other similar taxes required by the law of the place where the work is performed.
- B. Butler County, Ohio, as a political subdivision of government, is exempt from sales, use, transportation, excise or other taxes. Each invoice to Butler County, Ohio should have noted thereon that the sale is made to a governmental unit and is exempt from taxes, except where it is legally required otherwise. Where a tax must be included on the

invoices, it must be shown as a separate item and the invoice must be accompanied by an exemption certificate, in proper form, for execution on the part of the County in lieu of payment of the tax. The prices bid shall be exclusive of all such taxes and shall be so construed.

#### 107.26 - RESPONSIBILITY

- A. Whoever enters into a Contract under these specifications thereby agrees to be held solely responsible for the faithful execution of the same and for any damage growing out of a failure to do so, and no acceptance or approval, through oversight, concealment, or otherwise, of any imperfect materials, shall ever relieve the Contractor from such responsibility. The Owner shall not be held, in any event, to have assumed any responsibility in the matter.
- B. However, in no event shall any claims for consequential damages be made by either party hereto.

#### 107.27 - MISCELLANEOUS

Wherever in the Contract Documents the term "furnished and installed by others" appears, it shall mean by the Owner or his designee. The Owner shall coordinate his work with the Contractor so as not to interfere with his completion of the Contract and shall not work in conjunction with the work being carried on by the Contractor unless mutually agreed to by both parties.

#### 107.28 - QUANTITIES

The estimated quantities shown on the Proposal Forms are approximate only and in no way binding on the Owner. It is understood that the Contractor will construct such quantities of items listed on the Proposal Forms as may be ordered by the Owner whether greater or less than the quantities shown on the Proposal Forms. The Owner reserves the right to add or delete items to meet the County's requirements.

**Certification to Butler County, Ohio**

Project: Butler County, Ohio  
**Purchase of Liquid Polymer**

The undersigned Contractor hereby certifies that all work included in the above-captioned Contract has been completed in accordance with the requirements of the Contract Documents including approved modifications thereto, and requests that the work be accepted.

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Contractor

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Signature

Title

Date

The undersigned Engineer has inspected the work included in the above-captioned Contract, finds it to have been completed in accordance with the requirements of the Contract Documents including approved modifications thereto, and accordingly recommends that the work be accepted.

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Engineer

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Signature

Title

Date

Upon the representation of the Contractor and the above recommendation of the Engineer, the undersigned hereby accepts the work included in the above-captioned contract.

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Signature

Title

Date

## TECHNICAL SPECIFICATIONS

### 1. SCOPE

It is the intent of these bid specifications to secure a supply of polymer for use in the dewatering of biosolids in the wastewater reclamation process at both the Upper Mill Creek and the LeSourdsville Water Reclamation Facility.

### 2. BIOSOLIDS DEWATERING POLYMER SPECIFICATIONS:

The influent reclaimed wastewater is subject to varied conditions which cause the continual monitoring of the biosolids de-watering process for percentages of solids and capture efficiency, therefore the products as bid shall be evaluated on the following criteria:

- a) Only bids for liquid polymers shall be considered. Bids for powdered polymers shall be disqualified.
- b) Bidders for liquid polymer are invited and encouraged to obtain samples of liquid sludge from the LeSourdsville Regional WRF and the Upper Mill Creek WRF at bidder's sole expense for the purpose of testing prior to bid submittal. To obtain samples from the LeSourdsville WRF, please contact Todd Madden at (513) 887-3686 or by email at [maddenta@butlercountyohio.org](mailto:maddenta@butlercountyohio.org). To obtain samples from the Upper Mill Creek WRF, please contact Jeremy Hamel at 513-785-5280 or by email at [jeremy.hamel@bcOhio.us](mailto:jeremy.hamel@bcOhio.us). Bidders will be required to provide results of tests, along with bid prices for each polymer they are proposing to furnish. However, Butler County will not consider any polymer which does not meet the minimum percentages (%) of solids of 22% for the Upper Mill Creek WRF and 20% for the LeSourdsville WRF, and a capture efficiency of 95% of the final product of dewatered biosolids for both facilities.

When bids are received, the low bidder(s), having met all of the specification criteria, will be asked to demonstrate the product performance at the rated capacity of the dewatering equipment at optimum flow efficiency rate. BCWS will require the low bidder(s) to perform tests at the LeSourdsville Facility and/or the Upper Mill Creek WRF, and for tests to take place for up to one week in duration using polymers supplied by the vendor, at vendor's sole cost, in order to verify test results as submitted, and to determine lowest and best overall price.

- c) Successful bidder must warrant that the polymer bid shall adhere to constant quality assurance and quality control in the polymer manufacturing process, and when used in the dewatering process if utilized within six (6) months of delivery unless improperly used or stored by BCWS. If product quality is not consistent, the contract shall be terminated.

- d) Low bidder shall be subject to verification testing that the product as bid shall perform or exceed the minimum standards as set forth in item “2.b” above. This verification testing shall be performed prior to award of the contract.
- e) Any product delivered to either of the facilities must have a remaining shelf life of six (6) months. Product at delivery shall be as warranted, ready for use, undamaged and unfrozen. Should the product freeze at any time prior to delivery to BCWS, product composition shall be considered unfit for use intended in these specifications.
- f) Any polymer that is not used by Butler County Water and Sewer Department or does not meet our specifications must be removed from our premises by the successful bidder at no cost to BCWS. Bidder shall dispose of unused portion according to State, Federal and local laws.
- g) Successful bidder, at beginning of the contract and anytime upon the request of the designated contact person for each facility, shall provide polymer specification data including make-up components such as charge, density and molecular weight of the polymer.

3. QUANTITIES:

- a. The estimated quantity of polymer used annually is **280,000 pounds**. The volume estimate is not binding, but BCWS shall purchase all polymer for this intended use through this contract whose term shall be 1 year, with four (4) optional 1-year extensions.

4. DELIVERY:

- a. Delivery cost to the facility shall be included in the bid price.
  - i. Delivery shall be to the following addresses in quantities specified during placement of order. The successful bidder shall be notified in writing if the contact person for each facility is changed.

LeSourdsville Water Reclamation Facility  
5262 Hamilton-Middletown Road  
Hamilton, Ohio 45011  
Phone Number: (513) 887-3686 Fax Number: (513) 887-3786  
Contact Person: Todd Madden or Phil Ledford

Upper Mill Creek Water Reclamation Facility  
6055 Centre Park Drive  
West Chester, Ohio 45069  
Phone Number: (513) 785-5281 Fax Number: (513) 785-3785  
Contact Person: Jeremy Hamel

- b. Delivery of polymer shall be in Totes or IBCs with a minimum size of 250 gallons and a maximum size of 350 gallons. Totes shall be stackable. Totes shall be delivered to locations within the water reclamation facilities specified by BCWS.
- c. It shall be the responsibility of the supplier to pick up any totes when empty, even after expiration of this contract, and dispose of them in the proper manner according to all applicable Federal, State and local regulations.
- d. Successful bidder shall ensure uninterrupted and adequate supply of polymer by guaranteeing delivery within 5 days of verbal notification by each facility's designated contact person.

5. SAFETY

The successful bidder shall:

- a. Unload the totes in the designated area(s).
- b. Pick up at the time of delivery any empty totes and dispose of them in the proper manner according to safety regulations for the chemicals that they contained.
- c. Supply Material Safety Data Sheets (MSDS) for the polymer to the BCWS.
- d. Provide training, at the request of the BCWS contact persons, to staff in the proper safety procedures for handling and storage of the chemical and container prior to making the first delivery of the polymer.
- e. Provide written documentation of training including date, time, instructor and BCWS staff attendees.

6. TESTING OF PRODUCT AS SUPPLIED AFTER AWARD

The successful bidder shall adhere to the following requirements, and make themselves available on an as needed basis for the following, using biosolids from the LeSourdsville Regional WRF and/or the Upper Mill Creek WRF:

- a. Quality control to assure that the polymer as bid continues to meet standards as set in these specifications.
- b. Account service representation: Account representative shall meet regularly with the designated contact person(s) at each facility to test and review the efficiency of the product and to capture samples of the solids. The meetings shall be as often as required as determined by the contact person(s) of each facility. The account representative must be knowledgeable of the product and application technology.
- c. Product as bid shall be reviewed monthly by BCWS to assure that the maximum efficiency is being met. In the event that the per cent of solids drops below 20% for the

LeSourdsville Facility or 22% for the Upper Mill Creek Facility for two (2) consecutive months the contract can be terminated if the successful bidder cannot demonstrate and document in writing, at their expense, to BCWS' reasonable satisfaction that the decrease in percent solids is not due to polymer quality. If termination should become necessary, BCWS shall give the bidder thirty (30) days notice in writing that the contract is to be terminated. Therefore it shall be important that the representative of the manufacturer meet the requirements as listed in items 6.a and 6.b above.

7. TRAINING PROGRAM

The successful bidder shall:

- a. Annually or at the request of the contacts for the Butler County Water and Sewer Department train staff in the use of the chemical and proper safety handling methods as specified under 5.d.

8. MISCELLANEOUS

The successful bidder's company shall be reviewed for financial stability and number of years in business as a supplier of polymers.

Bidder must furnish references of other utilities that are currently using their product with the names and telephone numbers of contact persons to be considered as an acceptable bid.

9. PRICING

The successful bidder shall hold the bid pricing valid for a term of sixty (60) days from the bid date during which time the Butler County Commissioners reserve the right to test products and to reject any and all bids.

The contract that will be entered into shall be for a period of one (1) year during which time the pricing shall remain the same. There shall be four (4) optional 1-year extensions. BCWS may exercise the options by written notice prior to the expiration of the current year. Unit prices for the contract extensions will be increased by the amount that the Producer Price Index for Inorganic Chemical Manufacturing (NAICS 325) has increased during the preceding year. If the contractor does not want to accept the options, they must notify BCWS in writing a minimum of 90 days prior to the end of the current contract year.