

SECTION 00 2113

INSTRUCTIONS TO BIDDERS

PART 1 - GENERAL

- A. Each Bidder shall include in the Bid a detailed account of its experience, skill, financial standing, and equipment available to perform the work. Each Bid must contain evidence of Bidder's qualification to do business in Ohio or covenant to obtain such qualification prior to award of the Contract.
- B. The Owner may make investigations to determine the ability of the Bidder to perform the Work. When required, the Bidder shall present evidence of its experience in similar Work and that it has the necessary equipment and financial resources to provide materials and complete the Work in a satisfactory manner in the time specified.
- C. No Bid will be accepted from, or Contract awarded to, any person, firm, or corporation in arrears or in default to the Owner upon any debt or Contract, or a defaulter as surety upon same, or has failed to perform faithfully any previous Contract with the Owner.
- D. The Owner reserves the right to reject any Bidder who is in default on any debt or Contract or is a defaulter as surety upon same, or has failed to perform faithfully any previous Contract.

1.2 BIDDING DOCUMENTS

- A. The Bidding Documents consist of all items listed in the Table of Contents. Requirements of any one item apply to the Work of all others. It is the responsibility of each Contractor and Subcontractor to review each Document in detail for Work of its trade and how the Work of other trades affects its Work.
- B. Bidders shall use complete sets of Bidding Documents in preparing Bids. Neither the Owner nor the Engineer assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- C. In making copies of the Bidding Documents available on the above terms, the Owner and the Engineer do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant permission for any other use of the Bidding Documents.
- D. Specification Sections are edited from a master with fixed numbers. Therefore, Section numbers may not run sequentially. 33 0577 may be followed by 33 3000, etc. Pages of each Section are numbered consecutively, starting with Page 1. Each Section ends with the statement: "END OF SECTION _____". If any pages are missing from the issued Documents, contact the Engineer for replacement. Each Bidder is responsible for all Work shown or specified, whether or not pages are missing from an issued Document.
- E. The organization of the Specifications into Divisions, Sections and Articles, and the arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade. Each Section

may be used as a unit of Work, or Sections may be combined as a unit of Work or subdivided into several units of Work.

- F. The captions, headings or titles in this Project Manual are for convenience only and in no way define, limit or describe the scope or intent of any provisions, paragraphs, Divisions, or Sections of this Project Manual.

1.3 CONTRACT REQUIREMENTS

- A. Type of Contract: Lump sum proposal.
- B. Liquidated Damage: Refer to Division 01 Section "Supplementary Conditions".
- C. Contract Completion: All work shall be substantially complete within 549 days, and final completion shall be within 610 days of entering into Contract.

1.4 PREPARATION OF BIDS

- A. General: The following items shall be used without variation by all Bidders and submitted with the Bid.
 - 1. Section 00 2113, "Instructions to Bidders". (for information only)
 - 2. Section 00 4113, "Bid Form".
 - 3. Section 00 4313, "Bid Security".
 - 4. Section 00 4325, "Substitution Request Form". (optional)
 - 5. Section 00 4333, "Proposed Products Form".
 - 6. Section 00 4336, "Proposed Subcontractor's Form".
 - 7. Section 00 4513, "Bidder's Qualifications".
 - 8. Section 00 4515, "Ohio EPA/DEFA Government Requirements"
 - a. Contractor Equal Employment Opportunity (EEO) Certification
 - b. Certification Regarding Debarment, Suspension, and Other Responsibility Matters.
 - c. DBE Forms 1A and 1B
 - 1) To be submitted with bid package OR within 2 weeks of bid opening.
 - d. American Iron & Steel Sign-off Form.
 - 9. Section 00 4519, "Non-Collusion Affidavit".
 - 10. Section 00 4529, "Personal Property Tax Disclosure Affidavit".
- B. Do not detach forms bound into the Bid Packet. Submit the Bid Packet in its entirety with the Bid Forms filled in. Do not submit the project manual.
- C. Fill in all blanks.
- D. Bidders shall base their Bids on materials, equipment or processes specified.
- E. Signatures
 - 1. Bids shall be signed with the name typed below the signature. If the Bidder is a corporation, Bid shall be signed with the legal name of the corporation, followed by the legal signature of an officer authorized to bind the corporation to a Contract. If other than a President or Vice President, a copy of authorization from the Board of Directors shall be attached. If the Bidder is a partnership, full names and addresses of each partner must be given and the Bid shall be signed by the number of partners required to bind the

partnership of the partners, using the term "Partner". If the Bidder is an individual, he shall use either the term "doing business as Builder" or "Sole Owner".

2. List the names and addresses of all parties financially interested in this Bid.

F. Bid Security

1. Each bidder shall submit with its bid a bid guaranty in the form of either a bond for the amount of 100 percent of the bid amount or a certified check, cashier's check, or letter of credit in the amount of 10 percent of the bid in accordance with Ohio Revised Code Section 153.54. The form of the bond shall be in accordance with the requirements of Ohio Revised Code Section 153.54.
2. The Bid security of Successful Bidder will be retained until such Bidder has executed the Agreement, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within 10 days after receipt of the Notice of Award, Owner may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the 7th day after the Effective Date of the Agreement or the 66th day after the Bid opening, whereupon Bid security furnished by such Bidders will be returned. Bid security with Bids which are not competitive will be returned within 14 days after the Bid Opening.

ADD #2

3. The Owner reserves the right to retain the Bid security of the three lowest Bidders until a responsible Bidder enters into Contract or until 90 days after Bid Opening Date, whichever is less.
4. If any Bidder refuses to enter into Contract, the Owner will retain its Bid Security as liquidated damages.

G. Questions and Answers: Should any Bidder find discrepancies, inconsistencies, ambiguities, errors, or obvious omissions in the Documents, or should it be in doubt as to meaning, Bidder shall notify Mr. Matthew Noelker at AECOM (formerly URS), (614) 464-4500 (matthew.noelker@aecom.com), who will send written instructions to all Bidders. Such notification must be received no later than 7 days before the bid date. The Engineer will not be responsible for oral instructions. Oral or other interpretations or clarifications will be without legal effect.

H. Addendum

1. Bidders will be advised during the Bidding period by Addendum of additions or alterations to the Documents. Changes shall be included in the Work covered by the Bid and, in closing the Contract, will become a part thereof.
2. Bidders shall list on the Bid Form all addenda.

1.5 BIDDERS REPRESENTATION

A. Examination of Documents and Site

1. All Bidders shall visit the Site of the proposed Work during the Bidding period and shall inform themselves of all local conditions bearing on transportation, disposal, handling and storage of materials; other Work being performed; accessibility and general character of the Site; and extent of existing Work within or adjacent thereto.

2. The failure or omission of any Bidder to receive or examine any forms, instruments, or document, or to visit the Site and acquaint himself with conditions there existing shall in no way relieve any Bidder from any obligation with respect to its Bid.
- B. **Non-Collusion Affidavit:** Complete in full the attached Non-Collusion Affidavit. Form shall be signed by the same person authorized to sign Bids.
- C. **Nondiscrimination In Employment**
1. Contracts for Work under this proposal will obligate the Contractors and subcontractors not to discriminate in employment practices.
 2. Bidders must, if requested, submit a compliance report concerning their employment practices and policies in order to maintain their eligibility to receive the award of the Contract.
 3. Successful Bidders must be prepared to comply in all respects with the Contract Provisions regarding nondiscrimination.
- D. **License to do Business in Ohio:** Corporations not chartered in Ohio shall include an affidavit executed by an officer of the corporation stating that the corporation has conformed with the provisions of the Revised Code of the State of Ohio and obtained a certificate authorizing it to do business in the State of Ohio. Certificates or copies of them shall be obtained from the office of the Secretary of State, Columbus, Ohio.

1.6 SUBMISSION OF BIDS

- A. Submit Bids on or before the date stated in the Advertisement for Bids. No Bids will be considered after that time.
- B. Submit the Bidding Package with forms completed and all necessary attachments in a sealed opaque envelope marked with:
1. Bidder's Name and Address
 2. Signature of person signing the Bid
 3. Project Name.
- C. Deliver in person or send by mail, enclosed in a separate mailing envelope addressed to:
- Village of Ashville
Village Administration Building
200 East Station Street
Ashville, OH 43103
1. If mailed, enclose in a separate mailing envelope, mark "Bid Enclosed" on the face.
- D. No oral or telegraphic Bids will be accepted.
- E. Bids submitted early may be withdrawn by the Bidder by written request signed by the person signing the Bid. Such request must be received by the party receiving Bids prior to the Bid receipt deadline time.
- F. If, within 48 hours after Bids are opened, any Bidder files a duly signed, written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a mistake in the preparation of its Bid, in accordance with the provisions of Section 9.31 of

the Ohio Revised Code, that Bidder may withdraw its Bid and the Bid security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the work to be provided under the Contract Documents.

ADD #2

- G. After 48 hours, no Bid may be withdrawn for **90 days** after scheduled closing time for receipt of Bids.

1.7 CONSIDERATION OF BIDS

- A. Bid Opening: Properly identified Bids received on time will be publicly opened and read aloud.
- B. Rejection of Bids
 - 1. The Owner reserves the right to reject any or all Bids, and shall have no liability whatsoever to any Bidder whose Bid is not accepted.
 - 2. Bid Packages containing irregularities, conditional or obscure language, or additions not requested by the Bidding Documents may be rejected.
- C. Acceptance of Bids: Acceptance of a Bid will not constitute an Agreement between the Owner and Bidder, and will not be binding upon the Owner unless and until an Agreement covering all conditions and provisions of the Work has been reduced to writing and executed by both parties.

ADD #2

- D. Bids to Remain Subject to Acceptance: All bids will remain subject to acceptance for **ninety (90) days** after the day of the Bid opening, but Owner may, at its sole discretion, release any Bid and return the Bid security prior to that date.

1.8 AWARD OF CONTRACT

- A. Owner reserves the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, nonresponsive, unbalanced or conditional Bids and to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Owner also reserves the right to waive all informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- B. In evaluating Bids, Owner will consider the qualifications of Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data as may be requested in the Bid Form or prior to the Notice of Award.
- C. Owner may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. Owner also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment

proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

- D. Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

1.9 SUBSTITUTE AND "OR-EQUAL" ITEMS

- A. The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the successful Contractor has been determined. The procedure for submission of any such application by Contractor and consideration by Engineer is set forth in the General Conditions, and as follows.

B. Substitution of Manufacturers

1. Those articles, devices, materials, forms of construction fixtures, equipment, process or manufacturers named in the Specifications to denote the kind and quality required, whether or not the words "or equal" are used, shall be known as "standards".
2. Where two or more "standards" are named together, the successful Bidder may furnish one of the "standards" named.
3. Bidders desiring consideration for the use of material, equipment, etc. not named in the Specifications may submit the "Substitution Request Form" with the Proposal Form and listing for each change: (1) The "standard" specified, and the substitution, and (2) the deduct price associated with the proposed substitution. The price shall include all work associated with the proposed substitution, including but not limited to architectural, structural, electrical, engineering costs, and all related work.
4. Substitutions will only be considered after the successful contractor has been determined. The successful contractor must submit complete specifications, samples, catalogs, data sheets, test results, and description of proposed substitutions within 3 days of notification to provide a sound basis for comparison with the specifications.
5. The listing of substitutions at the time of bid is only required for those items listed on the Substitution Request Form. Substitutions for those items listed on the Substitution Request Form will only be considered if the proposed substitute is listed at the time of Bid. The offering and consideration of substitutions for other items may be made throughout the contract time.
6. Any substitution which is accepted must be incorporated in the formal Contract by Change Order.

C. Substitution Request Form

1. Bidders shall base their Bids on materials, equipment or processes described on the Drawings or specified in the Specifications without consideration of possible substitute or "or equal" items.
2. Bidders are invited to submit for consideration quotations for substitutes capable of performing the specified functions.

3. State on the Substitution Request Form submitted with the Bid the amount to be deducted from the amount of the Base Bid for each substitution of items listed.
4. When requested, submit complete specifications and descriptions of any items the successful bidder proposes to substitute, within 3 days of notification to do so.
5. Prior approval by Engineer is not required on items submitted on the Substitution Request Form.
6. Such substitutes will be accepted or rejected, and the Contract sum adjusted accordingly by Change Order.
7. After the Contract is awarded, no further substitutions will be permitted for the items listed, except as outlined on the Substitution Request Form.

D. Approval Process

1. The successful Contractor must submit complete specifications, samples, catalogs, data sheets, test results, and description of proposed substitutions to provide a sound basis for comparison with the specified items. Include a statement and explanatory Drawings showing all changes in related or adjacent Work. List every departure from the specified item.
2. The burden of proof is with the proposer of the substitution.
3. If, in the opinion of the Engineer, the item submitted does not meet with the intent of the design or is not equal to the item specified, it may disapprove it or, if it finds it in the interest of the Owner, it may approve such items submitted.
4. If the substitute is accepted, the Contractor shall pay all costs of extra labor and materials required by other Contractors and Subcontractors arising from the incorporation of substitutions into the Project, and provide additional Drawings as required by the Engineer. The substitution will be incorporated in the formal Contract by Change Order.

1.10 DECLARATION OF MANUFACTURER

- A. The Drawings and Specifications have been designed around the manufacturer that is first listed in the Specifications for the item. This manufacturer shall be known as the Basis of Design.
- B. Other acceptable manufacturers may be listed for each item. The Engineer has determined that similar equipment supplied by these additional manufacturers will be acceptable provided it will perform the necessary function, is of similar design, and meets the intent of the Contract Documents.
- C. The bids submitted by the bidder must be based on one of the named manufacturers. Or equal, or other manufacturers must be included on the Substitution Request Form for consideration.
- D. The bid forms contain a Proposed Products Form which must be completed for the items listed.
- E. The bidder shall indicate, in the space provided, the manufacturer upon which it has based its bid, and the bidder agrees to supply equipment furnished by this manufacturer when performing the contract.
- F. If the bidder fails to indicate which manufacturer it is basing its bid upon in the form, it is assumed, understood, and agreed that the bidder will furnish equipment supplied by the manufacturer listed as the "Basis of Design" for the particular equipment.

- G. The declaration of manufacturers is only required for those items listed on the Proposed Products Form.

1.11 MINIMUM WAGE RATES

- A. The minimum wage to be paid to all skilled labor, intermediate grade labor, and unskilled and common labor employed on this Project shall be in accordance with the Wage Determination ascertained and determined by the Ohio Bureau of Employment Services.
- B. The wage rates included herein are applicable as of the date of advertising for bids. However, Contractors must abide by the latest prevailing wage rate listing effective at the time of Bid opening and must update rates of wages paid to employees as changes in the wage rates occur. Contractors shall submit certified copies of payrolls to the Owner as required by law.

1.12 SMALL BUSINESSES IN RURAL AREAS

- A. This procurement is subject to the EPA policy of encouraging the participation of small businesses in rural areas. It is EPA policy that recipients of EPA financial assistance awards utilize the services of small businesses in rural areas (SBRAs), to the maximum extent practicable. The objective is to assure that such small business entities are afforded the maximum practicable opportunity to participate as subcontractors, suppliers and otherwise in EPA-awarded financial assistance programs. This policy applies to all contracts and subcontracts for supplies, construction, and services under EPA grants or cooperative agreements. Small purchases are also subject to this policy.

1.13 POST-BID REQUIREMENTS

A. Contract Forms

- 1. The following Contract Forms will be provided by the Engineer and shall be used without variation by the selected Bidder:
 - a. Owner-Contractor Agreement
 - b. Contract Bond (Performance and Payment Bonds)
 - 1) The Bidder shall deliver the required bonds to the Owner not later than 10 days following the date of receipt of the Notice of Award.
 - 2) If the Work is to be commenced prior thereto in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Subparagraph.
 - c. DBE Form 2 and MBE/WBE Form 5700-52A.
- 2. Copies of each form will be furnished to the selected Bidder.

B. Submittals

- 1. Comply with Division 01 Section "Submittal Procedures".
- 2. Submit the following items prior to Contract signing:
 - a. Contract Bond (Performance and Payment Bonds)
- 3. Lack of submission or an untimely submission shall be considered a Nonresponsive Bid and such Bid may be rejected.

PART 2 - PRODUCT (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 00 2113

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SECTION 00 4113

BID FORM

PART 1 GENERAL

From: Peterson Construction Company

Name of Bidder

18817 SR 501 North

Wapakoneta, OH 45895

Address & Zip of Bidder

419-941-2233

Area Code & Telephone Number of Bidder

To: Village of Ashville, Ohio
Village Administration Building
200 East Station Street
Ashville, OH 43103

Gentlemen:

Having examined the contract documents entitled:

VILLAGE OF ASHVILLE, OHIO
WATER RESOURCE RECOVERY FACILITY IMPROVEMENTS 2015 (PART A)

Prepared by AECOM (formerly URS Corporation), 277 W. Nationwide Blvd., Columbus, Ohio 43215, for the construction of the project, and having inspected the site and the conditions affecting and governing the construction of the project, the undersigned hereby proposes to furnish all material and perform all labor specified and described in the specifications and shown on the drawings for the work for the prices and within the times indicated in this Bid, and in accordance with the other terms and conditions of the Bidding Documents.

1.1 BIDDER OWNER AGREEMENT

- A. Contract award will be made based on the computed total base bid plus or minus any Owner selected alternatives. The price for all base bid items shall be included in the computed total base bid. Alternative bids will be added to or deducted from the computed total base bid, if they are accepted, prior to Contract award being made.
- B. It is mandatory to state prices for all Alternatives. Any bid without Alternate pricing shall be considered nonresponsive.
- C. Owner reserves the right to accept or reject any Alternatives to the computed total base bid, regardless of cost.

REVISED & RE-ISSUED AS ATTACHMENT TO ADDENDUM NO. 4 DATED 12/08/15

D. Addenda

1. All Addenda, revised drawings and bulletins issued have been included in this bid and are listed below:

The Contractor is to acknowledge receipt of Addendum below. Enter date and initial.

Addendum No.	Dated	Received By	Addendum No.	Dated	Received By
No. 1	11/16/15		No. 4	12/08/15	
No. 2	11/30/15		No. 5		
No. 3	12/04/15		No. 6		

- E. Completion Time:** It is understood and agreed that work embodied in this contract, together with the alterations thereto, if any, shall be substantially complete within 549 days, and complete with 610 days from the date of entering into the contract therefore.

- F. Commencement of Work:** Work shall start within 10 days of signing the Contract.

- G. Liquidated Damages:** The undersigned has read the liquidated damages clause in the Instructions to Bidders and agrees to its terms.

- H. Bond:** The undersigned agrees to furnish a Performance Bond and a Labor and Material Payment Bond as described in the Instructions to Bidders.

- I. Bid Package:** The bid package consists of the following forms:

1. Section 00 2113, "Instructions to Bidders". (for information only)
2. Section 00 4113, "Bid Form".
3. Section 00 4313, "Bid Security".
4. Section 00 4325, "Substitution Request Form" (optional).
5. Section 00 4333, "Proposed Products Form".
6. Section 00 4336, "Proposed Subcontractor's Form".
7. Section 00 4513, "Bidder's Qualifications".
8. Section 00 4515, "Ohio EPA/DEFA Government Requirements"
 - a. Contractor Equal Employment Opportunity (EEO) Certification
 - b. Certification Regarding Debarment, Suspension, and Other Responsibility Matters.
 - c. DBE Forms 1A and 1B
 - 1) To be submitted with bid package OR within 2 weeks of bid opening.
 - d. American Iron & Steel Sign-off Form.
9. Section 00 4519, "Non-Collusion Affidavit".
10. Section 00 4529, "Personal Property Tax Disclosure Affidavit".

1.2 UNIT PRICE SCHEDULE

A. Notes to Bidders

1. The price quoted shall include all items of labor, materials, tools, equipment, insurance and other costs necessary to fully complete the work pursuant to the CONTRACT DOCUMENTS. It is the intention of the Contract Documents to provide and require a completed work Project ready for operation. Any work items omitted from such Contract Documents which are clearly necessary for the completion of such work and its appurtenances shall be considered a part of such work although not directly specified or called for in the Contract Documents.

REVISED & RE-ISSUED AS ATTACHMENT TO ADDENDUM NO. 4 DATED 12/08/15

2. An increase or decrease in the quantity for any unit price item will not be regarded as a sufficient ground for an increase or decrease in the unit prices, nor in the time allowed for the completion of the work, except as provided for in the Contract.
3. The Owner reserves the right to accept or reject any or all of the following unit prices prior to the execution of the contract.
4. All extensions of the unit prices shown will be subject to verification by the Owner. In case of variation between the unit price and the extension, the unit price will be considered to be the bid.
5. All quantities are estimated except where the item is given as Lump Sum.

ADD #1

- ~~6. The contract shall be awarded on the basis of the total lowest responsive and responsible Base Bid.~~

REVISED & RE-ISSUED AS ATTACHMENT TO ADDENDUM NO. 4 DATED 12/08/15

ITEM NO.	DESCRIPTION	UNIT	QTY	LABOR	MATERIAL	SUM OF LABOR & MATERIAL	BID PRICE
1	Part A Plans – WRRF Facility Improvements	L.S.	1	4,270,000 ⁰⁰	7,000,000 ⁰⁰	11,270,000 ⁰⁰	11,270,000 ⁰⁰
ADD #4 ALLOWANCES							
2	Sludge Drying Bed Demolition	L.S.	1			\$10,000	\$10,000
3	Utilities Allowance	L.S.	1			\$180,000	\$180,000
4	Administration Building Furnishings Allowance	L.S.	1			\$25,000	\$25,000
5	Laboratory Equipment Allowance	L.S.	1			\$10,000	\$10,000
6	SCADA System Computer Equipment Allowance	L.S.	1			\$15,000	\$15,000
7	SCADA System Programing Allowance	L.S.	1			\$20,000	\$20,000
8	Materials Testing Allowance	L.S.	1			\$50,000	\$50,000

TOTAL BASE BID

Eleven Million Five Hundred Eighty Thousand Dollars
(In words)

Dollars (\$11,580,000)
(In figures)

NOTES: The Bid Price of each item is the sum of the labor and material unit price multiplied by the quantity. The Total Base Bid is the sum of all the individual item bids.

REVISED & RE-ISSUED AS ATTACHMENT TO ADDENDUM NO. 4 DATED 12/08/15

1.3 ALTERNATES

- A. Alternate No. 1— Provide add or deduct price to supply an alternative equipment manufacturer as specified in Division 46, Section "Oxidation Ditch Equipment".

ADD DEDUCT (CIRCLE ONE)
TWENTY THOUSAND DOLLARS \$ 20,000⁰⁰
(Words) (Figures)

- B. Alternate No.2— Provide add or deduct price to supply an alternative equipment manufacturer as specified in Division 46, Section "Open-Channel Low-Pressure/High-Intensity Ultraviolet Treatment Equipment".

ADD DEDUCT (CIRCLE ONE)
Forty THOUSAND DOLLARS \$ 40,000⁰⁰
(Words) (Figures)

1.4 RIGHTS RESERVED

ADD #2

- A. In submitting this Proposal, it is understood that the right is reserved by the Owner to reject any and all bids, or part of any bid, and it is agreed that the proposal may not be withdrawn for a period of ninety (90) days subsequent to the opening of bids, without the consent of the Owner.
1. If bidder is a corporation, fill in these blanks.

Peterson Construction Company
Name of Corporation

Ohio
State in which incorporated

Signature of an officer authorized to make this agreement. If other than a President or Vice President a copy of the resolution giving authorization from The Board of Directors is required.

18817 SR 501 North

Wapakoneta, OH 45895
Address of Corporate Headquarters
(w/Zip Code)

(419) 941-2233
Area Code, Telephone Number

[Signature]
Signature of Officer

Donald J. Bergfeld, President

Officers Printed Name & Corporate Office
18817 SR 501 North

Wapakoneta, OH 45895

Business Address – Zip Code
(419 941-2233

Area Code, Telephone Number

2. If bidder is a foreign corporation, fill in the following in addition to the above.

Statutory Agent

Address of Statutory Agent (w/Zip Code)
()

Area Code, Telephone Number

3. If the bidder is a partnership, fill in the following blanks:

Name of Partnership
List Names of Each Partner

Signature of at least one partner

Member of Firm

Business Address (w/Zip Code)
()

Area Code, Telephone Number

REVISED & RE-ISSUED AS ATTACHMENT TO ADDENDUM NO. 4 DATED 12/08/15

4. If the bidder is an individual, fill in the following blanks:

Signature of Individual

Business Address (w/Zip Code)

() _____
Area Code, Telephone Number

B. Substitution Sheet

1. All base bids shall be based upon the materials and/or equipment specified.
2. Bidders desiring to make substitutions shall list such proposed substitutions below, together with the amount of money to be added to or deducted from the amount of their base bid.
3. Substitution, if any, must be submitted with this bid.
4. Complete specifications and descriptions of any items the bidder proposes to substitute shall be furnished with, and be attached to his bid.

Brand or Make Specified	Proposed Substitution	Add	Deduct
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION 00 4113

REVISED & RE-ISSUED AS ATTACHMENT TO ADDENDUM NO. 4 DATED 12/08/15

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SECTION 00 4313

BID SECURITY

FORM OF BID GUARANTY AND CONTRACT BOND
(As prescribed by Ohio Revised Code Section 153.571)

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

Peterson Construction Company, as Principal, at
18817 S.R. 501 N., Wapakoneta, OH 45895-0558 (Address)

and Ohio Farmers Insurance Company as Surety, are hereby held and firmly bound unto the Village of Ashville, Ohio, as Obligee, in the penal sum of the dollar amount of the Bid submitted by the Principal to the Obligee on (date) December 11, 2015 to undertake the Project known as:

Project Name: Village of Ashville, OH Wastewater Treatment Plant Improvements 2015 (Part A)

The penal sum, referred to herein, shall be the dollar amount of the Principal's Bid to the Obligee, incorporating any additive alternate Bids 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 preceding line is left blank, the penal sum will be the full amount of the Principal's Bid, including add alternates. Alternatively, if completed, the amount stated shall not be less than the full amount of the Bid, including Alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above-named Principal has submitted a Bid for the above referenced 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 Contract bid, Plans, Specifications, details and bills of material; and in the event the Principal pays to the Obligee the difference, not to exceed ten percent of the penal sum hereof between the amount specified in the Bid and such larger amount for which the Obligee may in good faith contract with the Bidder determined by the Obligee to be the next lowest responsive and

responsible to perform the Work covered by the Bid; or in the event the Obligees does not award the Contract to such next lowest responsive and responsible Bidder and resubmits the Project for bidding, the Principal pays to the Obligees the difference not to exceed ten percent of the penal sum 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 Obligees accepts the Bid of the Principal, and the Principal, within 10 days after the awarding of the Contract, enters into a proper Contract and executes the Contract Form in accordance with the Contract Documents, including without limitation the Bid, Plans, Specifications, details, and bills of material, which said Contract is made a part of this Bond the same as though set forth herein; and

NOW ALSO, IF THE SAID Principal shall well and faithfully perform each and every condition of such Contract; and indemnify the Obligees against all damage suffered by failure to perform such Contract according to the provisions thereof and in accordance with the Contract Documents, including without limitation Plans, Specifications, details, and bills of material therefore; and shall pay all lawful claims of Subcontractors, Material Suppliers 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 Subcontractor, Material Suppliers or laborer having a just claim, as well as for the Obligees 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, the Work thereunder or the Contract Documents, including without limitation the Plans and Specifications, therefore, shall in any way affect the obligations of said Surety on its bond, and it does hereby waive notice of any such modifications, omissions or additions in or to the terms of the Contract, the Work, or the Contract Documents, including without limitation the Plans and Specifications.

SIGNED AND SEALED this 11th day of December, 2015

PRINCIPAL:

Peterson Construction Company

By: *Donald J. Bergfeld*

Title: Donald J. Bergfeld, President

SURETY: Ohio Farmers Insurance Company

By: *Amy M. Perdue*

Amy M. Perdue Attorney-in-Fact

SURETY INFORMATION:

2000 Polaris Parkway

Street

Columbus, OH 43240

City

State

Zip

614-848-4787

Telephone Number

SURETY AGENT'S INFORMATION:

Overmyer Hall Associates

Agency Name

1600 W. Lane Avenue, Suite 200

Street

Columbus, OH 43221

City

State

Zip

614-453-4400

Telephone Number

END OF SECTION 00 4313

General Power of Attorney

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint GREGORY R. OVERMYER, AMY M. PERDUE, NANCY SANTHO, JACK KEHL, STEPHANIE M. WHITE, JOINTLY OR SEVERALLY

of COLUMBUS and State of OH its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 17th day of APRIL A.D. 2015.

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

Signature of Dennis P. Baus

By: Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio County of Medina ss.:

On this 17th day of APRIL A.D. 2015, before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



Signature of David A. Kotnik

David A. Kotnik, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 11th day of December, A.D. 2015



Signature of Frank A. Carrino Secretary

**Financial
Statement**

Ohio Farmers Insurance Co.

December 31, 2014

Westfield Center, Ohio 44251-5001

OHIO FARMERS INSURANCE COMPANY

BALANCE SHEET

December 31, 2014

(In thousands)

Cash, cash equivalents, and short term investments	47,970
Bonds	401,334
Stocks	1,829,192
Real estate	59,147
Agents' balances and uncollected premiums, net	118,519
Other admitted assets	<u>138,943</u>
Total admitted assets	2,595,105
Reserve for unearned premiums	159,988
Reserve for unpaid losses and loss expenses	282,227
Reserve for taxes and other liabilities	<u>250,460</u>
Total liabilities	892,655
Capital stock	0
Surplus	<u>1,902,450</u>
Total surplus	1,902,450
Total liabilities and surplus	<u>2,595,105</u>

State of Ohio

ss:

County of Medina

The undersigned, being duly sworn, says: That he is National Surety Leader - Surety Operations of Ohio Farmers Insurance Company, Westfield Center, Ohio; that said Company is a corporation duly organized, existing and engaged in business as a Surety Company by virtue of the Laws of the State of Ohio and authorized to do business in the State of Ohio..... and has duly complied with all the requirements of the laws of said State applicable to said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved July 1947, 6 U.S.C. sec. 6-13; and that to the best of his knowledge and belief the above statement is a full, true, and correct statement of the financial condition of the said Company on the 31st day of December, 2014.

Attest:

Frank Carrino

Frank A. Carrino
Group Legal Leader, Secretary

Dennis P. Baus

Dennis P. Baus
National Surety Leader
Surety Operations



Sworn to before me this 11th day of February A.D. 2015.

My Commission Does Not Expire
Sec. 147.03 Ohio Revised Code

David A. Komik

David A. Komik
Attorney at Law
Notary Public State of Ohio



Office of Risk Assessment
50 West Town Street
Third Floor - Suite 300
Columbus, Ohio 43215
(614)644-2858
Fax(614)644-3256
www.insurance.ohio.gov

Ohio Department of Insurance

John R. Kasich - Governor

Mary Taylor - Lt. Governor/Director

Certificate of Compliance



Issued 06/04/2015

Effective 07/01/2015

Expires 06/30/2016

I, Mary Taylor, hereby certify that I am the Lt. Governor/Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

OHIO FARMERS INSURANCE COMPANY

of Ohio is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Accident & Health	Inland Marine
Aircraft	Medical Malpractice
Allied Lines	Multiple Peril - Commercial
Boiler & Machinery	Multiple Peril - Farmowners
Burglary & Theft	Multiple Peril - Homeowners
Collectively Renewable A & H	Noncancellable A & H
Commercial Auto - Liability	Nonrenew-Stated Reasons (A&H)
Commercial Auto - No Fault	Ocean Marine
Commercial Auto - Physical Damage	Other Accident only
Credit Accident & Health	Other Liability
Earthquake	Private Passenger Auto - Liability
Fidelity	Private Passenger Auto - No Fault
Financial Guaranty	Private Passenger Auto - Physical Damage
Fire	Surety
Glass	Workers Compensation
Group Accident & Health	
Guaranteed Renewable A & H	

OHIO FARMERS INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2014 that it has admitted assets in the amount of \$2,595,105,375, liabilities in the amount of \$692,655,841, and surplus of at least \$1,902,449,534.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Mary Taylor

Mary Taylor, Lt. Governor/Director



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SECTION 00 4333

PROPOSED PRODUCTS FORM

PART 1 GENERAL

1.1 GENERAL

- A. Bidder must complete the attached proposed products form for the listed items.**
- B. Print the Manufacturer/Supplier that bidder is proposing.**
 - 1. All shaded cells are required to be completed.**
 - 2. All non-shaded cells are optional to complete. These cells may be completed if the Bidder plans to provide different Manufacturers/Suppliers depending on the method of contract award.**
- C. If the manufacturer/supplier for an item is not printed, the first manufacturer/supplier listed will be the declared manufacturer.**
- D. See the Instructions to Bidders for additional information.**

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION 00 4333

REVISED & RE-ISSUED AS ATTACHMENT TO ADDENDUM NO. 2 DATED 11/30/15

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PROPOSED PRODUCTS FORM				
Specification Section	Method of Contract Award:			
	Base Bid (No Alternates)	Alternate No. 1	Alternate No. 2	Alternate Nos. 1 and 2
Division 09, Section "High Performance Coatings". Carboline Company. Sherwin Williams, Protective & Marine Coatings. Tnemec Inc.	SHERWIN WILLIAMS			
Division 40, Section "Chemical Properties Measurement". Hech Company. YSI Incorporated.	YSI INC			
Division 43, Section "Rotary Blower Package". Aerzen USA Corporation. Robuschi USA Inc.	AERZEN			
Division 43, Section "Submersible Nonclog Pumps". KSB Inc. Wilo USA LLC. Flygt USA. Suzler LTD (ABS).	KSB INC			
Division 44, Section "Rotary Presses". Fournier Industries, Inc. Prime Solution Inc.	FOURNIER			
Division 46, Sections "Perforated Plate Screens" and "Screenings Washing and Compacting Equipment". Huber Technology Inc. Andritz Inc. John Meunier Inc. Kusters Water.	KUSTERS WATER			
Division 46, Sections "Vortex Grit Removal Equipment" and "Grit Classifying and Washing Equipment". Smith & Loveless Inc. DIVVO USA, LLC. Kusters Water. John Meunier Inc. Envirodyne Systems Inc.	KUSTERS WATER			
Division 46, Section "Polymer Blending and Feed Equipment". Prominent Fluid Controls, Inc. Lutz-Jesco America LJ-Polyblend Series UGSI Chemical Feed, Inc.	PROMINENT			
Division 46, Section "Submersible Mixers." KSB Inc. Wilo USA LLC. Flygt USA. Suzler LTD (ABS).	KSB INC			
Division 46, Section "Peripheral-Feed Peripheral-Overflow Spiral Scraper Circular Clarifiers." Evoqua Water Technologies, LLC. Envirodyne Systems Inc.	EVOQUA			
Division 46, Section "Flexible Membrane Tube Diffusers." Environmental Dynamics International (EDI). Stamford Scientific International (SSI) Incorporated.	SSI			
Division 46, Section "Oxidation Ditch Equipment". Base Bid: Evoqua Water Technologies, LLC (Disc Type System). Alternate No. 1: Envirodyne Systems Inc. (Disc Type System). Envirodyne Systems Inc. (Blade Type System). Lakeside Equipment Corporation (Blade Type System).	EVOQUA	Envirodyne DISC	Evoqua	
Division 46, Section "Open-Channel Low-Pressure/High-Intensity Ultraviolet Treatment Equipment". Base Bid: Ozonia North America, LLC. Alternate No. 2: Glasco Ultraviolet.	OZONIA	OZONIA	GLASCO	

ISSUED AS ATTACHMENT TO ADDENDUM NO. 2 DATED 11/30/15

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SECTION 00 4336

PROPOSED SUBCONTRACTORS FORM

PART 1 GENERAL

- A. List the subcontractors that the Bidder is proposing. As a minimum, indicate electrical subcontractor and, if applicable, directional drilling subcontractor.

LIST OF PROPOSED SUBCONTRACTORS

Subcontractor Name and Address		Service to Be Provided
AMELCON Columbus, Ohio		Electrical

END OF SECTION 00 4336

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SECTION 00 4513

BIDDER'S QUALIFICATIONS

At the time of bid, the bidder is required to provide detailed information on the form herein (or referenced and attached hereto) as evidence of the bidder's responsibility, experience, skill, and financial capacity to complete this contract in the time allotted. This information will be used by the owner to determine if the proposal is the lowest responsible and responsive bid. The Owner may make related investigations to determine the ability of the bidder to perform the work. The bidder shall furnish to the Owner or its representative, in a timely manner, all such information and data as the Owner may request for this purpose, which may include a financial statement.

1. General Information

Name: Peterson Construction Company
Address: 18817 SR 501 North, Wapakoneta, OH 45895

Names, Titles, and Years of Experience of Company Officers and Key Supervisory Personnel:
See Exhibit #5

Address for Administration of this Contract: Peterson Construction Company
18817 SR 501 North
Wapakoneta, OH 45895

Years in Business as a Contractor: 66 years
Former Names of the Organization: _____

Certification of legal qualifications to do business at the project site.

Bank References: Chase Banks
Mark Honigford
121 W. High St., Lima, OH 45801

Surety for this Project: _____
Name of Bonding Company: Ohio Farmer's Insurance Co., Westfield Group
Name and Address of Agent: Overmyer Hall Associates Jack Kehl
2000 W. Hernderson Rd
Columbus, OH 43220

EXPERIENCE OF PRINCIPALS

DONALD J. BERGFELD – PRESIDENT

BS Degree in Civil Engineering from University of Cincinnati. He has thirty two (32) years of experience in Estimating, Construction and Management. He began as Field Engineer progressing to Coordinator, Estimating, Project Management and Operations Management. Joined Peterson Construction Company staff in December 1984 and elected Vice President of Operations in October 1993. Appointed President, January 2001.

DOUGLAS J. CRUSEY – VICE PRESIDENT OF OPERATIONS

Graduate of the University of Dayton, with a Bachelors Degree in Civil Engineering, cum laude. Registered Professional Engineer in the State of Ohio. He joined the staff of Peterson Construction Company in 1985 as a Field Engineer, and has proceeded through various positions of Coordination, Engineering, Management and Estimating. He was elected Vice President of Estimating in October of 1993, where he concentrated his efforts in the Marketing, Estimating, and Purchasing of projects. Appointed Vice President of Operations, January 2001.

WILLIAM E. BLATTERMAN – CONTROLLER

Graduate of Bowling Green State University, with a Bachelors Degree in Business; Major: Finance. Graduate of Wright State University, with a Bachelors Degree in Business; Major: Accountancy. Graduated March 2002 from Wright State University with MBA. Registered CPA in the State of Ohio. Twenty three (23) years of construction accounting experience.

Major equipment owned and available to be used on this Project: Cranes, Trackhoes, Forms, Bobcats, Skytracks, Scaffolding, Etc.

Major equipment to be rented for use on this Project: N/A

2. Provide the following information for similar projects completed within the last 5 years, within a 500-mile radius of the project site (add sheets if necessary). A similar project shall be defined only as including a wastewater treatment plant with similar size and complexity.

See Exhibit #4

A. Owner: _____ Contact Person and Phone No.: _____

Project: _____ Original Contract Amount: _____

Original Completion Date: _____ Final Contract Amount: _____

Final Completion Date: _____

B. Owner: _____ Contact Person and Phone No.: _____

Project: _____ Original Contract Amount: _____

Original Completion Date: _____ Final Contract Amount: _____

Final Completion Date: _____

EXHIBIT #4

WATER & WASTEWATER TREATMENT PLANTS COMPLETED

(All using approximately 60% of our own forces)

PROJECT: WAPAKONETA WWTP PHASE 1
Wapakoneta, OH
OWNER: City of Wapakoneta, Ohio
ENGINEER: CH2M Hill
CONTRACT AMOUNT: \$6,469,840
Scheduled Completion: June, 2015

PROJECT: SWANTON WWTP IMPROVEMENTS CHEMICAL
PHOSPHORUS REMOVAL UPGRADE 2014
Swanton, OH
OWNER: Village of Swanton, Ohio
ENGINEER: Jones & Henry Engineers
CONTRACT AMOUNT: \$524,342
DATE COMPLETED: June, 2015

PROJECT: RAYMOND WWTP
Raymond, OH
OWNER: Union County Commissioners
ENGINEER: URS Corp.
CONTRACT AMOUNT: \$2,217,377
DATE COMPLETED: June, 2015

PROJECT: ARCHBOLD WWTP GRIT
Archbold, OH
OWNER: Village of Archbold, Ohio
ENGINEER: Archbold Engineering Dept.
CONTRACT AMOUNT: \$327,000
DATE COMPLETED: April, 2015

PROJECT: MEDWAY WWTP UPGRADE
Medway, OH
OWNER: Board of Clark County Commissioners
ENGINEER: O'Brien & Gere Engineers, Inc.
CONTRACT AMOUNT: \$6,655,053
DATE COMPLETED: March, 2015

PROJECT: DELTA WWTP IMPROVEMENTS
Delta, OH
OWNER: Village of Delta, Ohio
ENGINEER: Poggemeyer Design Group, Inc.
CONTRACT AMOUNT: \$2,652,776
DATE COMPLETED: March, 2015

PROJECT: OREGON WWTP
Oregon, OH
OWNER: City of Oregon, Ohio
ENGINEER: Jones & Henry Engineers, Ltd.
CONTRACT AMOUNT: \$6,777,875
DATE COMPLETED: March, 2015

PROJECT: LIMA SANITARY LIFT STATION IMPROVEMENTS
Lima, OH
OWNER: City of Lima, Ohio Utilities Department
ENGINEER: URS Corp
CONTRACT AMOUNT: \$3,519,302
DATE COMPLETED: February, 2015

PROJECT: COLLINS PARK WTP ALUM STORAGE
Toledo, OH
OWNER: City of Toledo, Ohio
ENGINEER: Jones & Henry Engineers Ltd.
CONTRACT AMOUNT: \$307,638
DATE COMPLETED: July, 2014

PROJECT: FOSTORIA WWTP RAS/WAS PUMP REPLACEMENT
Fostoria, OH
OWNER: City of Fostoria, Ohio
ENGINEER: Crawford Murphy & Tilly Inc.
CONTRACT AMOUNT: \$255,573
DATE COMPLETED: July, 2014

PROJECT: ST. JOHNS ROAD BOOSTER STATION
Lima, OH
OWNER: City of Lima, Ohio
ENGINEER: URS Corp
CONTRACT AMOUNT: \$461,675
DATE COMPLETED: June, 2014

PROJECT: FOSTORIA WWTP
Fostoria, OH
OWNER: City of Fostoria, Ohio
ENGINEER: Crawford Murphy & Tilly Inc.
CONTRACT AMOUNT: \$3,791,862
DATE COMPLETED: May, 2014

PROJECT: 2013 DAYTON FLOOD CONTROL
Dayton, OH
OWNER: City of Dayton, Ohio
ENGINEER: City of Dayton Dept. of Public Works
CONTRACT AMOUNT: \$492,800
DATE COMPLETED: May, 2014

PROJECT: FINDLAY WTP SITE PIPING
Findlay, OH
OWNER: City of Findlay, Ohio
ENGINEER: HDR
CONTRACT AMOUNT: \$422,730
DATE COMPLETED: February, 2014

PROJECT: LIMA BAXTER STREET PUMP STATION
Lima, OH
OWNER: City of Lima, Ohio
ENGINEER: Jones & Henry Engineers, Ltd.
CONTRACT AMOUNT: \$1,125,278
DATE COMPLETED: February, 2014

PROJECT: DANNON WWTP
Minster, OH
OWNER: The Dannon Company, Inc.
ENGINEER: Jones & Henry Engineers, Ltd.
CONTRACT AMOUNT: \$6,852,517
DATE COMPLETED: February, 2014

PROJECT: Mt. Sterling WWTP
Mt. Sterling, OH
OWNER: Village of Mount Sterling, OH
ENGINEER: M – E Companies, Inc.
CONTRACT AMOUNT: \$4,972,619
DATE COMPLETED: February, 2014

PROJECT: BENJAMIN DRIVE LIFT STATION
Springfield, OH
OWNER: City of Springfield, Ohio
ENGINEER: City of Springfield Engineering Department
CONTRACT AMOUNT: \$647,373
DATE COMPLETED: February, 2014

PROJECT: MARION WTP CHLORINE CONVERSION
Marion, OH
OWNER: Aqua Ohio Inc.
ENGINEER: Aqua, Ohio
CONTRACT AMOUNT: \$314,551
DATE COMPLETED: December, 2013

PROJECT: CARDINGTON WWTP
Cardington, OH
OWNER: Village of Cardington, Ohio
ENGINEER: Poggemeyer Design Group, Inc.
CONTRACT AMOUNT: \$2,610,431
DATE COMPLETED: November, 2013

PROJECT: MARION WTP FILTER PIPING
Marion, OH
OWNER: Aqua Ohio Inc.
ENGINEER: CDM Smith Inc.
CONTRACT AMOUNT: \$229,847
DATE COMPLETED: November, 2013

PROJECT: ARCHBOLD WTP ANION EXCHANGE PROCESS ADDITION
Archbold, OH
OWNER: Village of Archbold, Ohio
ENGINEER: URS Corporation
CONTRACT AMOUNT: \$2,172,898
DATE COMPLETED: October, 2013

PROJECT: PAULDING WTP
Paulding, OH
OWNER: Village of Paulding, Ohio
ENGINEER: URS Corporation
CONTRACT AMOUNT: \$9,961,960
DATE COMPLETED: August, 2013

PROJECT: DAYTON FLOOD CONTROL
Dayton, OH
OWNER: City of Dayton, Ohio
ENGINEER: City of Dayton, Dept. of Public Works
CONTRACT AMOUNT: \$752,400
DATE COMPLETED: August, 2013

PROJECT: LIMA WTP CONTRACT 53
Lima, OH
OWNER: City of Lima, Ohio
ENGINEER: Jones & Henry Engineers, Ltd.
CONTRACT AMOUNT: \$708,526
DATE COMPLETED: July, 2013

PROJECT: PORTLAND WWTP DIGESTER & TERTIARY SYSTEM IMPMTS
Portland, IN
OWNER: City of Portland, IN
ENGINEER: Jones & Henry Engineers Ltd.
CONTRACT AMOUNT: \$1,848,919
DATE COMPLETED: June, 2013

PROJECT: SABINA WWTP IMPROVEMENTS
Sabina, OH
OWNER: Village of Sabina, OH
ENGINEER: URS Corporation
CONTRACT AMOUNT: \$2,319,727
DATE COMPLETED: May, 2013

PROJECT: DAYTON WTP FILTER BASIN
Dayton, OH
OWNER: City of Dayton, Ohio
ENGINEER: City of Dayton, Dept. of Public Works
CONTRACT AMOUNT: \$1,245,000
DATE COMPLETEE: May, 2013

PROJECT: WEST CARROLLTON WTP CLEARWELL
West Carrollton, OH
OWNER: City of West Carrollton, Ohio
ENGINEER: Arcadis U.S.
CONTRACT AMOUNT: \$1,182,584
DATE COMPLETED: May, 2013

PROJECT: BURKHARDT RESERVOIR BY-PASS PUMPING STATION
Dayton, OH
OWNER: City of Dayton, Ohio
ENGINEER: City of Dayton, Dept. of Public Works
CONTRACT AMOUNT: \$595,100
DATE COMPLETED: May, 2013

PROJECT: LEIPSIC WWTP IMPROVEMENTS
Leipsic, OH
OWNER: Village of Leipsic, Ohio
ENGINEER: Poggemeyer Design Group, Inc.
CONTRACT AMOUNT: \$4,084,693
DATE COMPLETED: April, 2013

PROJECT: BRESLER RESERVOIR PUMPING STATION IMPROVEMENTS
Lima, OH
OWNER: City of Lima, Ohio
ENGINEER: Arcadis U.S., Inc.
CONTRACT AMOUNT: \$1,908,410
DATE COMPLETED: January, 2013

PROJECT: GREENFIELD WWTP IMPROVEMENTS
Greenfield, OH
OWNER: Village of Greenfield, Ohio
ENGINEER: Woolpert, Inc.
CONTRACT AMOUNT: \$2,395,854
DATE COMPLETE: October, 2012

PROJECT: LaRue WTP
LaRue, OH
OWNER: Village of LaRue, Ohio
ENGINEER: URS Corporation
CONTRACT AMOUNT: \$1,786,355
DATE COMPLETEE: October, 2012

PROJECT: DUBLIN POST ROAD BOOSTER
Dublin, OH
OWNER: City of Dublin, Ohio
ENGINEER: URS Corporation
CONTRACT AMOUNT: \$405,410
DATE COMPLETED: September, 2012

PROJECT: MINSTER WWTP IMPROVEMENTS
Minster, OH
OWNER: Village of Minster
ENGINEER: Camp Dresser McKee, Inc.
CONTRACT AMOUNT: \$7,603,162
DATE COMPLETED: September, 2012

PROJECT: SPRINGFIELD WTP
Springfield, OH
OWNER: City of Springfield, Ohio
ENGINEER: Dmytryka Jacobs Engineers
CONTRACT AMOUNT: \$1,135,000
DATE COMPLETED: September, 2012

PROJECT: Lima WTP GAC
Lima, OH
OWNER: City of Lima, OH
ENGINEER: Montgomery, Watson, Harza Engineers
CONTRACT AMOUNT: \$13,957,000
DATE COMPLETED: July, 2012

PROJECT: PAULDING WWTP LAGOON
Paulding, OH
OWNER: Village of Paulding, Ohio
ENGINEER: Jones & Henry Engineers, Ltd.
CONTRACT AMOUNT: \$423,606
DATE COMPLETED: July, 2012

PROJECT: COLUMBUS GROVE WWTP PHASE 2
Columbus Grove, OH
OWNER: Village of Columbus Grove, Ohio
ENGINEER: Poggemeyer Design Group, Inc.
CONTRACT AMOUNT: \$1,320,670
DATE COMPLETED: July, 2012

PROJECT: NEW CARLISLE WWTP IMPROVEMENTS
New Carlisle, OH
OWNER: City of New Carlisle, Ohio
ENGINEER: Burgess & Nipple
CONTRACT AMOUNT: \$876,485
DATE COMPLETED: July, 2012

PROJECT: FINDLAY WTP SOLIDS CONTRACT CLARIFIER #2
Findlay, OH
OWNER: City of Findlay Engineering Dept.
ENGINEER: URS Corporation
CONTRACT AMOUNT: \$833,600
DATE COMPLETED: May, 2012

PROJECT: EAST BROADWAY PUMP STATION
Northwood, OH
OWNER: Northwestern Water & Sewer District
ENGINEER: Poggemeyer Design Group, Inc.
CONTRACT AMOUNT: \$405,410
DATE COMPLETED: April, 2012

PROJECT: DAYTON WWTP ODOR CONTROL
Dayton, OH
OWNER: City of Dayton, OH
ENGINEER: Webster Environmental Associates, Inc.
CONTRACT AMOUNT: \$2,747,042
DATE COMPLETED: February, 2012

PROJECT: COLUMBUS GROVE WWTP PHASE I
Columbus Grove, OH
OWNER: Village of Columbus Grove, OH
ENGINEER: Poggemeyer Design Group
CONTRACT AMOUNT: \$531,265
DATE COMPLETED: February, 2012

PROJECT: LAKEVIEW WTP IMPROVEMENTS
Lakeview, OH
OWNER: Village of Lakeview, OH
ENGINEER: Floyd Browne Group
CONTRACT AMOUNT: \$2,157,311
DATE COMPLETED: December, 2011

PROJECT: FREMONT RAW WATER PUMP STATION
Fremont, OH
OWNER: City of Fremont, Ohio
ENGINEER: Arcadis U.S., Inc.
CONTRACT AMOUNT: \$3,937,105
DATE COMPLETED: October, 2011

PROJECT: MECHANICSBURG WWTP LIFT STATION
Mechanicsburg, OH
OWNER: Village of Mechanicsburg, Ohio
ENGINEER: Stantec Consulting Services, Inc.
CONTRACT AMOUNT: \$470,000
DATE COMPLETED: October, 2011

PROJECT: OHIO CITY WWTP
Ohio City, OH
OWNER: City of Ohio City, Ohio
ENGINEER: Jones and Henry Engineers Ltd.
CONTRACT AMOUNT: \$2,599,626
DATE COMPLETED: September, 2011

PROJECT: DAYTON WWTP EFFLUENT IMPROVEMENTS
Dayton, OH
OWNER: City of Dayton, OH
ENGINEER: City of Dayton Engineering Department
CONTRACT AMOUNT: \$301,800
DATE COMPLETED: August, 2011

PROJECT: OTTAWA WWTP UV
Ottawa, OH
OWNER: Village of Ottawa, OH
ARCHITECT: Poggemeyer Design Group
CONTRACT AMOUNT: \$360,672
DATE COMPLETED: August, 2011

PROJECT: LIMA WWTP
Lima, OH
OWNER: City of Lima, Ohio
ENGINEERS: Jones & Henry Engineers Ltd.
CONTRACT AMOUNT: \$9,692,000
DATE COMPLETED: April, 2011

PROJECT: FINDLAY WTP MEDIA REPAIR
Findlay, OH
OWNER: City of Findlay, Ohio
ENGINEER: City of Findlay Engineering Department
CONTRACT AMOUNT: \$300,729
DATE COMPLETED: March, 2011

PROJECT: SWANTON WWTP IMPROVEMENTS
Swanton, OH
OWNER: Village of Swanton, Ohio
ARCHITECT: Jones & Henry Engineers Ltd.
CONTRACT AMOUNT: \$2,243,888
DATE COMPLETED: January, 2011

PROJECT: CAMPBELL SOUP WWTP
Napoleon, OH
OWNER: Campbell Soup Company
ENGINEER: Poggemeyer Design Group
CONTRACT AMOUNT: \$2,833,609
DATE COMPLETED: December, 2010

PROJECT: TRI-CITIES WWTP PUMP STATION IMPROVEMENTS
Dayton, OH
OWNER: Tri-Cities Wastewater Authority
ARCHITECT: ATS Engineering Inc.
CONTRACT AMOUNT: \$3,677,021
DATE COMPLETED: December, 2010

PROJECT: VERSAILLES WWTP EXPANSION & UPGRADE
Versailles, OH
OWNER: City of Versailles, OH
ARCHITECT: CH2M Hill
CONTRACT AMOUNT: \$6,963,679
DATE COMPLETED: December, 2010

PROJECT: RUSSELLS POINT WTP GAC
Russells Point, OH
OWNER: Village of Russells Point, Ohio
ENGINEER: CTI Engineers, Inc.
CONTRACT AMOUNT: \$1,388,084
DATE COMPLETED: October, 2010

PROJECT: CRIDERSVILLE WWTP
Cridersville, OH
OWNER: Village of Cridersville, Ohio
ENGINEER: Floyd Brown Group
CONTRACT AMOUNT: \$1,526,783
DATE COMPLETE: October, 2010

PROJECT: LIMA RAW WATER PUMP STATION
Lima, OH
OWNER: City of Lima, Ohio
ARCHITECT: Arcadis US, Inc.
CONTRACT AMOUNT: \$5,229,632
DATE COMPLETED: October, 2010

PROJECT: DELPHOS WWTP BLOWER REPLACEMENT
Delphos, OH
OWNER: City of Delphos, Ohio
ARCHITECT: CT Consultants
CONTRACT AMOUNT: \$836,410
DATE COMPLETED: August, 2010

PROJECT: BOWLING GREEN WWTP IMPROVEMENTS
Bowling Green, OH
OWNER: City of Bowling Green, Ohio
ARCHITECT: Poggemeyer Design Group, Inc.
CONTRACT AMOUNT: \$1,047,000
DATE COMPLETED: June, 2010

PROJECT: INDIAN LAKE WWTP
Russells Point, OH
OWNER: Lucas County Commissioners
ENGINEER: Floyd Browne Group
CONTRACT AMOUNT: \$8,276,812
DATE COMPLETED: January, 2010

PROJECT: INDIAN LAKE SLOUGH PUMP STATION UPGRADE
Lakeview, OH
OWNER: Logan County Water Pollution Control
ENGINEER: Floyd Browne Group
CONTRACT AMOUNT: \$852,389
DATE COMPLETED: January, 2010

PROJECT: COLUMBUS ZOO WTP
Powell, OH
OWNER: Columbus Zoological Park Association
ENGINEER: W.E. Stilson Consulting Group
CONTRACT AMOUNT: \$1,437,385
DATE COMPLETED: December, 2009

C. Owner: _____ Contact Person and Phone No.: _____

 Project: _____ Original Contract Amount: _____

 Original Completion Date: _____ Final Contract Amount: _____

 Final Completion Date: _____

D. Owner: _____ Contact Person and Phone No.: _____

 Project: _____ Original Contract Amount: _____

 Original Completion Date: _____ Final Contract Amount: _____

 Final Completion Date: _____

E. Additional Sheets

3. Provide the following information for similar projects within a 500-mile radius of the project site that are currently under construction (add sheets if necessary). A similar project shall be defined only as including a wastewater treatment plant with similar size and complexity:
 See Exhibit #3

A. Owner: _____ Contact Person and Phone No.: _____

 Project: _____ Original Contract Amount: _____

 Original Completion Date: _____ Final Contract Amount: _____

 Final Completion Date: _____

- B. Owner: _____ Contact Person and Phone No.: _____

 Project: _____ Original Contract Amount: _____

 Original Completion Date: _____ Final Contract Amount: _____

 Final Completion Date: _____
- C. Owner: _____ Contact Person and Phone No.: _____

 Project: _____ Original Contract Amount: _____

 Original Completion Date: _____ Final Contract Amount: _____

 Final Completion Date: _____
- D. Owner: _____ Contact Person and Phone No.: _____

 Project: _____ Original Contract Amount: _____

 Original Completion Date: _____ Final Contract Amount: _____

 Final Completion Date: _____
- E. Additional Sheets

END OF SECTION 00 4513

PROJECTS IN PROGRESS

(All Using Approximately 60% of Our Own Forces)
(As of 10/30/15)

PROJECT: **BETHEL HIGH SCHOOL**
Tipp City, OH
OWNER: Bethel Local School District
CONTRACT AMOUNT: \$7,316,700
% COMPLETE: 0%
Scheduled Completion: June 2017

PROJECT: **MINSTER WWTP SOLIDS HANDLING**
Minster, OH
OWNER: Village of Minster
CONTRACT AMOUNT: \$1,580,000
% COMPLETE: 0%
Scheduled Completion: July 2016

PROJECT: **FAIRBORN NW PUMP STATION**
Huber Heights, OH
OWNER: City of Fairborn
CONTRACT AMOUNT: \$3,263,000
% COMPLETE: 0%
Scheduled Completion: December 2016

PROJECT: **SIDNEY WELL FIELD**
Sidney, OH
OWNER: City of Sidney
CONTRACT AMOUNT: \$7,535,000
% COMPLETE: 4%
Scheduled Completion: September 2017

PROJECT: **DELPHOS WWTP MBR MODIFICATIONS**
Delphos, OH
OWNER: City of Delphos
CONTRACT AMOUNT: \$810,500
% COMPLETE: 52%
Scheduled Completion: December 2016

PROJECT: HUSKY UF PIER REPAIR
Lima, OH
OWNER: Lima Refining Company
CONTRACT AMOUNT: \$1,251,800
% COMPLETE: 34%
Scheduled Completion: May 2016

PROJECT: P&G OPTIMUS
Lima, OH
OWNER: Proctor & Gamble
CONTRACT AMOUNT: \$412,417
% COMPLETE: 66%
Scheduled Completion: December 2015

PROJECT: WINTZER BUILDING ADDITION
Wapakoneta, OH
OWNER: G.A. Wintzer & Son
CONTRACT AMOUNT: \$1,390,610
% COMPLETE: 57%
Scheduled Completion: November 2015

PROJECT: LIMA WWTP HEADWORKS
Lima, OH
OWNER: City of Lima
CONTRACT AMOUNT: \$27,548,693
% COMPLETE: 16%
Scheduled Completion: December 2017

PROJECT: PERRY SCHOOL CMR
Lima, OH
OWNER: Perry Local School District
ARCHITECT: Fanning & Howey Associates, Inc
CONTRACT AMOUNT: \$13,058,549
% COMPLETE: 36%
Scheduled Completion: November 2016

PROJECT: LIMA MEMORIAL LINEAR ACCELERATOR
Lima, OH
OWNER: Lima Memorial Health System
ARCHITECT: Shremshock Architects & Engineers
CONTRACT AMOUNT: \$1,437,735
% COMPLETE: 98%
Scheduled Completion: October 2015

PROJECT: WAUSEON SP REPLACEMENT
Wauseon, OH
OWNER: City of Wauseon, OH
ARCHITECT: Arcadis US, Inc.
CONTRACT AMOUNT: \$281,000
% COMPLETE: 0%
Scheduled Completion: December 2015

PROJECT: COVINGTON NEW PK-8 SCHOOL
Covington, OH
OWNER: Covington Exempted Village School District
ARCHITECT: Fanning & Howey Associates, Inc
CONTRACT AMOUNT: \$16,060,408
% COMPLETE: 50%
Scheduled Completion: August 2016

PROJECT: WEST JEFFERSON WWTP
West Jefferson, OH
OWNER: Village of West Jefferson
ENGINEER: URS, CORP
CONTRACT AMOUNT: \$5,825,828
% COMPLETE: 53%
Scheduled Completion: May 2016

PROJECT: PIQUA WTP
Piqua, OH
OWNER: City of Piqua, Ohio
ENGINEER: CDM Smith
CONTRACT AMOUNT: \$36,213,568
% COMPLETE: 24%
Scheduled Completion: April 2017

PROJECT: ADA WWTP EXPANSION
Ada, OH
OWNER: Village of Ada, Ohio
ENGINEER: Jones & Henry, Engineers
CONTRACT AMOUNT: \$13,423,076
% COMPLETE: 82%
Scheduled Completion: August 2016

PROJECT: **APOLLO CAREER CENTER HIGH SCHOOL AND ADULT EDUCATION ADDITION**
Lima, OH
OWNER: Apollo Career Center
ARCHITECT: Garmann/Miller Architects/Engineers
CONTRACT AMOUNT: \$11,468,344
% COMPLETE: 88%
Scheduled Completion: August 2016

PROJECT: **FORT AMANDA RD PUMP STATION**
Lima, OH
OWNER: Allen County Commissioners
ENGINEER: URS Corporation
CONTRACT AMOUNT: \$2,541,889
% COMPLETE: 99%
Scheduled Completion: May 2015

PROJECT: **SHAWNEE II WWTP IMPROVEMENTS**
Lima, OH
OWNER: Allen County Sanitary Engineering Dept.
ENGINEER: URS Corporation
CONTRACT AMOUNT: \$9,199,823
% COMPLETE: 98%
Scheduled Completion: January 2016

PROJECT: **Perrysburg WWTP**
Perrysburg, OH
OWNER: City of Perrysburg, Ohio
ENGINEER: Jones & Henry Engineers, Ltd/URS
CONTRACT AMOUNT: \$12,467,074
% COMPLETE: 99%
Scheduled Completion: November, 2015

SECTION 00 4515

OEPA WPCLF PROGRAM REQUIREMENTS

PART 1 GENERAL

1.1 OHIO ENVIRONMENTAL PROTECTION AGENCY (OEPA) – WATER POLLUTION CONTROL LOAN FUND (WPCLF)

- A. The contract work described in the Contract Documents is being funded in part with loan and loan forgiveness funds from the OEPA WPCLF Program. All requirements of the OEPA WPCLF Program must be followed and complied with by all bidders and the successful contractor.

1.2 CONTRACTOR'S REQUIREMENTS

- A. The following requirements are included in the Contract for the work and are a part thereof:
1. Contractor Equal Employment Opportunity Certification (2 pages)
 2. Certification Regarding Debarment, Suspension, and Other Responsibility Matters Form (2 pages)
 3. Certification Regarding Debarment, Suspension, and Other Responsibility Matters Instructions (1 page)
 4. Disadvantaged Business Enterprises (DBE) Utilization (5 pages)
 5. Form 1A: DBEP Indiv. DBE Subcontractor Proposed Performance Form (1 page)
 6. Form 1B: DBEP DBE Subcontractor Utilization Summary (1 page)
 7. Form 2: DBEP DBE Subcontractor Actual Participation Form (1 page)
 8. Form 5700-52A: USEPA MBE/WBE Utilization Under Federal Grants, Cooperative Agreements, and Interagency Agreements (2 pages)
 9. Form 5700-52A: Instructions (3 pages)
 10. Davis-Bacon Wage Rate Requirements (10 pages)
 11. Violating Facilities Clause (1 page)
 12. Requirement for Utilization of Small Businesses in Rural Areas (SBRA) (1 page)
 13. Insurance Provisions (2 pages)
 14. Materials Testing (1 page)
 15. Continuous Treatment Provisions (1 page)
 16. WPCLF/WSRLA Change Order (2 pages)
 17. Local Protest Procedure (1 page)
 18. Basis and Method for Award (2 pages)
 19. Payment Methods (2 pages)
 20. WPCLF Contract Documents Review (1 page)
 21. Bid Package Submittals (1 page)
 22. American Iron & Steel Provisions (20 pages)
 23. American Iron & Steel Sign-off Form (1 page)
 24. American Iron & Steel Certification Form (1 page)

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

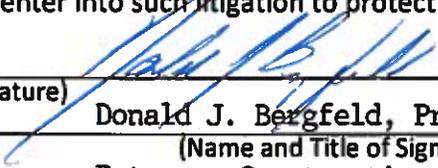
END OF SECTION 00 4515

Contractor Equal Employment Opportunity Certification

During the performance of this contract, the undersigned agrees as follows:

1. The undersigned will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The undersigned will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The undersigned agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this equal opportunity (federally assisted construction) clause.
2. The undersigned will, in all solicitations or advertisements for employees placed by or on behalf of the undersigned, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The undersigned will send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the undersigned's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The undersigned will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The undersigned will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency of the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the undersigned's non-compliance with the equal opportunity (federally assisted construction) clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part, and the undersigned may be declared ineligible for further Government contracts of federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rules, regulations, or order of the Secretary of Labor, or as provided by law.
7. The undersigned will include this equal opportunity (federally assisted construction) clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provision will be binding upon each subcontract or vendor. The undersigned will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor, as a result of such direction by the administering agency the undersigned may request the United States to enter into such litigation to protect the interest of the United States.

(Signature)


Donald J. Bergfeld, President
(Name and Title of Signer, Please type)
Peterson Construction Company
(Firm Name)

12/11/15

(Date)

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

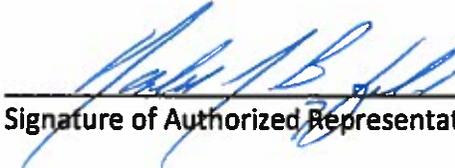
The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification;
- (d) Have not within a three year period preceding this application / proposal had one or more public transactions (Federal, State, or local) terminated for cause or default; and
- (e) Will not utilize a subcontractor or supplier who is unable to certify (a) through (d) above.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Donald J. Bergfeld, President

Type Name & Title of Authorized Representative



Signature of Authorized Representative

I am unable to certify to the above statements. My explanation is attached.

FORM 1A
Disadvantaged Business Enterprise Program
Individual DBE Subcontractor Proposed Performance Form

NAME OF SUBCONTRACTOR ¹		PROJECT NAME	
ADDRESS		CONTRACT NO.	
TELEPHONE NO.		EMAIL ADDRESS	
PRIME CONTRACTOR NAME			
CONTRACT ITEM NO.	ITEM OF WORK OR DESCRIPTION OF SERVICES BID TO PRIME	PRICE OF WORK SUBMITTED TO PRIME CONTRACTOR	
Currently certified as an MBE or WBE under EPA's DBE Program? <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Neither			
_____ Prime Contractor Signature		_____ Title/Date	
_____ Subcontractor Signature		_____ Title/Date	

¹ Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

This form is to be submitted as part of the prime contractor's proposal package.

FORM 1B
Disadvantaged Business Enterprise Program
DBE Subcontractor Utilization Summary

BID/PROPOSAL NO.	PROJECT NAME
NAME OF PRIME BIDDER/PROPOSER	E-MAIL ADDRESS
ADDRESS	
TELEPHONE NO.	FAX NO.

The following subcontractors will be used on this project:

COMPANY NAME, ADDRESS, PHONE NUMBER, AND E-MAIL ADDRESS	TYPE OF WORK TO BE PERFORMED	ESTIMATED DOLLAR AMOUNT	CURRENTLY CERTIFIED AS AN MBE OR WBE? (specify which)

I certify under penalty of perjury that the forgoing statements are true and correct. In the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302(c).

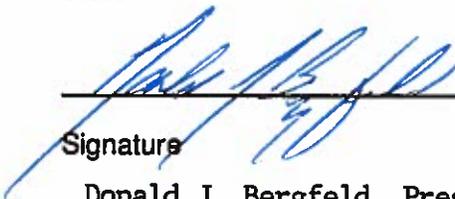
Signature of Prime Contractor	Date
Print Name	Title

1 Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

This form is to be submitted as part of the prime contractor's proposal package.

American Iron & Steel Sign-off Form

The Contractor acknowledges to and for the benefit of the Village of Ashville, Ohio ("Purchaser") and the State of Ohio (the "State") that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund and/or Drinking Water State Revolving Fund that have statutory requirements commonly known as "American Iron and Steel;" that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.



Signature

12/11/15

Date

Donald J. Bergfeld, President

Name and Title of Authorized Signatory, Please Print or Type

Peterson Construction Company

Bidder's Firm

Check here if the WPCLF applicant will be requesting a waiver for non-American made iron and steel products.

SECTION 00 4519

NON-COLLUSION AFFIDAVIT

(This Affidavit is part of the Proposal)

STATE OF Ohio

COUNTY OF Auglaize

Donald J. Bergfeld being first duly sworn, deposes and says that he is
President

(President, Secretary, etc.)

of the party who made the foregoing proposal, that such proposal was genuine and not collusive, that said Bidder did not collude, conspire, connive, or agree, directly or indirectly, with any bidder or person, that such other person should refrain from bidding, or submit a sham bid and did not, in any manner, directly or indirectly, seek 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 Village of Ashville, Ohio, or any person interested in the proposed contract, and that all statements contained in said Proposal are true and further, that such Bidder did not, directly or indirectly, submit this Proposal, or the contents thereof, or divulge information or data relative thereto, to any association or to any member or agent thereof.

[Signature]
AFFIANT

Sworn to and subscribed before me this 11th day of December, 20 15

[Signature]
NOTARY PUBLIC IN AND FOR

Auglaize County, Ohio

My Commission expires 30th, July, 20 19

(SEAL)



CHERYL GOETZ
Notary Public, State of Ohio
My Commission Expires 7-30-19

END OF SECTION 00 4519

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SECTION 00 4529

PERSONAL PROPERTY TAX DISCLOSURE AFFIDAVIT

STATE OF Ohio

COUNTY OF Auglaize

I, Donald J. Bergfeld, President,
(Name) (Office or Title)
of the Peterson Construction Company,
(Company Name)

first being duly sworn, do depose and state that it has submitted a competitive Bid for a Contract to be administered and awarded by Village of Ashville, Ohio.

Furthermore, affiant says that it was not charged with any delinquent personal property taxes, penalties or interest due or owing to the County of [Pickaway], State of Ohio, except as herein stated:

(If none, so state. If due, state amount due together with assisted interest and penalty)

Further, affiant says that a copy of this statement, affirmed under oath, shall be made a part of its Bid and the Contract to be awarded.

Furthermore, affiant sayeth not.

Peterson Construction Company
Corporation or Business

Signed: [Signature]

Title: Donald J. Bergfeld, President

Subscribed and sworn before me, a Notary Public, this 11th day of December, 2015

[Signature]
Notary Public in and for

Auglaize County,

My Commission expires July 30 2019 (SEAL)



CHERYL GOETZ
Notary Public, State of Ohio
My Commission Expires 7-30-19

END OF SECTION 00 4529

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