

2026 Defiance County Sanitary Landfill Phase 8 & 9 BAT Cells
February 19, 2026
10:00 A.M.

Company Name _____

Contact Name _____

Email Address _____

Street Address _____

City, State _____

Zip Code _____

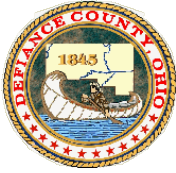
Phone _____

Fax _____

To be considered a valid bidder, you must either pick up a contract book at our office and be added to the bidders list or fax this registration form to us at least **4 days prior to the bid opening** to be added to the bidders list. Subcontractors and suppliers are encouraged but not required to register as a contract holder.

To be a qualified bidder you must fax this sheet back to our office. If this is not done, your bid will be rejected.

Fax completed form to: Defiance County Engineer's Office: (419) 782-3031



**DEFIANCE COUNTY, OHIO
ENVIRONMENTAL AND ADMINISTRATIVE SERVICES**

**BIDDING INSTRUCTIONS, CONTRACT FORMS,
REQUIREMENTS AND SPECIFICATIONS**

FOR

DEFIANCE COUNTY SANITARY LANDFILL
PHASES 8 AND 9 BAT CELLS AND SUPPORT STRUCTURES CONSTRUCTION

13207 CANAL ROAD
DEFIANCE, OHIO 43512

PROJECT MANUAL
DEFIANCE COUNTY, OHIO

DATE OF LETTING _____

NAME OF CONTRACTOR _____

CONTRACT NO. _____

DATE _____

DEFIANCE COUNTY BOARD OF COMMISSIONERS

**Mick Pocratsky
COMMISSIONER**

**Dana Phipps
COMMISSIONER**

**Matt Koester
COMMISSIONER**

ENVIRONMENTAL AND ADMINISTRATIVE SERVICES

**Warren Schlatter, P.E., P.S.
COUNTY ENGINEER**



DEFIANCE COUNTY BOARD OF COMMISSIONERS
DEFIANCE COUNTY SANITARY LANDFILL
PHASES 8 AND 9 BAT CELLS AND SUPPORT STRUCTURES CONSTRUCTION

SECTION 00020

PRE-BID NOTICE

A Pre-Bid meeting will be held for this Project. This meeting is mandatory **ONLY** for bidders bidding as prime Contractors, subs are welcome to attend, but not required. The landfill will also be open for a site walk through right after the meeting.

Date: Tuesday, February 3, 2026

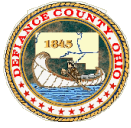
Time: 10:00 a.m.

Location: Defiance County Landfill

13207 Canal Road

Defiance, Ohio 43512

END OF SECTION 00020



DEFIANCE COUNTY BOARD OF COMMISSIONERS
DEFIANCE COUNTY SANITARY LANDFILL
PHASES 8 AND 9 BAT CELLS AND SUPPORT STRUCTURES CONSTRUCTION

SECTION 00030

TABLE OF CONTENTS

PROJECT MANUAL, VOLUME 1 OF 1

A. DIVISION 0 - BIDDING INSTRUCTIONS & CONTRACT FORMS

1. PRE-BID INFORMATION

Section 00010 Title Page

Section 00020 Pre-Bid Notice

Section 00030 Table of Contents

Section 00040 Notice to Bidders

2. BIDDING REQUIREMENTS AND DOCUMENTS

Section 00100 Instructions to Bidders

Section 00310 Bid Form

Section 00314 Contractor's Qualification Statements

3. CONTRACT DOCUMENTS

Section 00618 Addenda and Modifications (Issued During Bidding)

Section 00700 General Conditions

B. APPENDICES

Appendix A.....Agreement

Appendix B..... Affidavits and Certificates

Appendix B.1 Non-Collusion Affidavit

Appendix B.2Statement of Equal Opportunity

Appendix B.3Hourly Wage Rate Affidavit

Appendix B.4 Prevailing Wage Section for Contractors

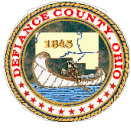
Appendix B.5 Personal Property Tax Affidavit

Appendix B.6 Tax Affidavit



DEFIANCE COUNTY BOARD OF COMMISSIONERS
DEFIANCE COUNTY SANITARY LANDFILL
PHASES 8 AND 9 BAT CELLS AND SUPPORT STRUCTURES CONSTRUCTION

Appendix B.7	Ohio Use and Sales Tax Blanket Exemption
Appendix C	Bid Guaranty & Bonds
Appendix C.1	Bid Guaranty and Contract Bond
Appendix C.2	Irrevocable Letter of Credit
Appendix C.3	Performance Bond
Appendix C.4	Certificate of Available Funds
Appendix D	Bid Price Form
Appendix E.....	Proof of Insurance
Appendix E.1	Insurance Affidavit
Appendix E.2	Hold Harmless Clause
Appendix E.3	Notice of Commencement
Appendix F.....	Materials
Appendix F.1.....	Vendor Signature/Data Sheet
Appendix F.2.....	Material Source Form
Appendix F.3.....	Informational Review Request Form
Appendix G	Contractor Forms



DEFIANCE COUNTY BOARD OF COMMISSIONERS
DEFIANCE COUNTY SANITARY LANDFILL
PHASES 8 AND 9 BAT CELLS AND SUPPORT STRUCTURES CONSTRUCTION

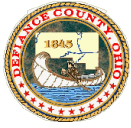
C. TECHNICAL SPECIFICATIONS

1. DIVISION 1 - GENERAL REQUIREMENTS

Section 01010.....	Summary of Work
Section 01020.....	Special Project Procedures
Section 01025.....	Measurement and Payment
Section 01030.....	Contractor Health & Safety Plan (Contractor Submittal)
Section 01050.....	Field Survey and Engineering
Section 01210.....	Project Meetings
Section 01310.....	Construction Schedules
Section 01320.....	Submittals
Section 01410.....	Testing and Testing Laboratory Services
Section 01510.....	Temporary Utilities
Section 01540.....	Security
Section 01560.....	Environmental Protection
Section 01590.....	Field Offices and Temporary Facilities
Section 01600.....	Material and Equipment
Section 01700.....	Work Closeout
Section 01710.....	Project Record Documents

2. DIVISION 2 - SITE WORK

Section 02213.....	Added Geologic Material
Section 02214.....	Structural Fill
Section 02215.....	Recompacted Soil Liner
Section 02218.....	Landfill Materials Handling
Section 02219.....	Soil Stockpiling
Section 02231.....	Crushed Aggregate and Fills



DEFIANCE COUNTY BOARD OF COMMISSIONERS
DEFIANCE COUNTY SANITARY LANDFILL
PHASES 8 AND 9 BAT CELLS AND SUPPORT STRUCTURES CONSTRUCTION

Section 02232.....	Leachate Collection System Granular Drainage Layer
Section 02240.....	Anchor Trench
Section 02242.....	HDPE Geomembrane
Section 02243.....	Cushion Geotextile Layer
Section 02245.....	Geotextile Filter Fabric
Section 02270.....	Construction Erosion and Sediment Control
Section 02271.....	Dust Control
Section 02676.....	Cell Leachate Collection and Removal System
Section 02715.....	HDPE Collection Pipe
Section 02920.....	Vegetative Cover for Post Construction
Section 02936.....	Seeding

D. BORROW AREA/GEOTECHNICAL SOIL CHARACTERIZATION

E. DESIGN DRAWINGS

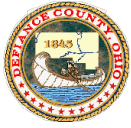
Title Sheet.....	Drawing No. 1
General Facility Arrangement.....	Drawing No. 2
Existing Conditions/Proposed Removal Plan	Drawing No. 3
Excavation and Grading Plan.....	Drawing No. 4
Recompacted Soil Liner and Geomembrane Subgrade Plan	Drawing No. 5
Leachate Drainage Layer Plan.....	Drawing No. 6
Details - Liner System	Drawing No. 7
Details - Cell Construction.....	Drawing No. 8
Construction Points	Drawing No. 9
Leachate Collection and Removal Plan.....	Drawing No. 10
Details – Leachate Collection and Removal Systems 1	Drawing No. 11
Details – Leachate Collection and Removal Systems 2	Drawing No. 12



DEFIANCE COUNTY BOARD OF COMMISSIONERS
DEFIANCE COUNTY SANITARY LANDFILL
PHASES 8 AND 9 BAT CELLS AND SUPPORT STRUCTURES CONSTRUCTION

Details – Leachate Collection and Removal Systems 3Drawing No. 13

END OF SECTION 00030



DEFIANCE COUNTY BOARD OF COMMISSIONERS
DEFIANCE COUNTY SANITARY LANDFILL
PHASES 8 AND 9 BAT CELLS AND SUPPORT STRUCTURES CONSTRUCTION

SECTION 00040

NOTICE TO BIDDERS

1. GENERAL

1.1 BIDDING

A. Sealed Bids will be received for:

DEFIANCE COUNTY SANITARY LANDFILL
PHASES 8 AND 9 BAT CELL AND SUPPORT STRUCTURES CONSTRUCTION
13207 CANAL ROAD, DEFIANCE OHIO 43512

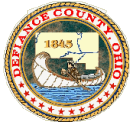
By the Defiance County Board of Commissioners until 10:00 a.m., current local time, Thursday, February 19, 2026.
Bids should be submitted to:

Defiance County Board of Commissioners
500 Court Street, Suite A
Defiance, Ohio 43512
(Attention: PHASES 8 AND 9 BAT CELL & SUPPORT STRUCTURES CONSTRUCTION PROJECT)

1.2 PROJECT DESCRIPTION

The Defiance County Board of Commissioners has approved the construction of the next phases of the vertical and horizontal expansion approved by Ohio EPA through the Permit-to-Install #03-16690 (PTI). The next phases of the PTI are Phases 8 and 9 BAT Cells, which are approximately 10.8 acres and construction will include a composite liner (recompacted soil/HDPE geomembrane), and leachate collection and removal system, to meet the requirements of the facility's approved permit# 03-16690 and the applicable portions of the Ohio Administrative Code (OAC) 3745-27.

Phases 8 and 9, are approximately 10.8 acres. They consist of three feet of recompacted soil liner (RSL) constructed in 6 or 8 inch loose lifts, dependent on approved compactor selected, overlain by a 60 mil HDPE textured geomembrane liner and a leachate collection and removal system (LCRS). Phases 8 and 9 have very stringent design and construction requirements, procedures, and specifications that require adherence to very strict construction quality assurance (CQA) inspections and compliance with necessary criteria. On the basis of the design, construction, and compliance with the CQA requirements, Ohio EPA will determine if the newly constructed disposal area can be used for disposal operations. As obtaining the EPA's approval is needed prior to placing the unit into operation, it is vitally important to provide the EPA with the information required for acceptance of the Cell construction. Information that has variances from what is required or specified in the CQA requirements may cause significant delays in obtaining the Ohio EPA's approval, and worse, could possibly cause the unit to be denied approval. This is the reason that it is very important that the Contractor, Owner, Engineer and CQA Consultant work cooperatively to construct the unit in accordance with the minimum design and construction requirements included herein.



DEFIANCE COUNTY BOARD OF COMMISSIONERS
DEFIANCE COUNTY SANITARY LANDFILL
PHASES 8 AND 9 BAT CELLS AND SUPPORT STRUCTURES CONSTRUCTION

It is absolutely essential that there are clear, timely communications between all entities involved with this Project. Cutting corners on the construction or quality, and/or borderline CQA results will not be acceptable to the Owner. Coordination, communication and a commitment by the Contractor, Engineer and CQA Consultant to successfully complete this project the first time will mean that there will be fewer problems, minimal delays, and lower costs to everyone. Performance that results in a quick approval from Ohio EPA to place the unit into operation will serve everyone well for future opportunities to work on future DFC landfill expansion phases.

The Contractor must review the Bid Document's Scope of Work, Construction Drawings, Designs, Technical Specifications, and Bid Forms to determine if there are any discrepancies, errors, omissions, mistakes, incorrect materials, and/or measurements/volumes, or any issue that causes the Bid to be incorrectly submitted or priced. The Contractor must immediately contact the Engineer if such errors are found in the Bidding Documents. The Owner wants the Project to be agreed to by the Contractor and the Contractor be paid fairly for performance of the Project. Not disclosing errors prior to construction will jeopardize the Project and the Contractor's future opportunities with the County.

A. Milestone Dates

1. Complete Bids, interviews and negotiations, February 26, 2026.
2. Contract to commence once all signatures obtained and necessary forms completed.
3. Complete Contract: September 30, 2026, unless the Contract is extended by mutual Agreement of the Contractor and the Owner.

The date for Milestone 3 specified above is a material terms of the Contract. Failure to meet this date may result in liquidated damages as described in **Paragraph 15.8 of Section 00700 – General Conditions**.

B. A single proposal will be received for the Project.

1.3 ISSUING BIDDING DOCUMENTS

- A. Bidders may acquire Bidding Documents on or after January 27, 2026. Documents will be available for download from the Defiance County Website:

<https://www.defiance-county.com/engineer/bids.htm>

Bidding Documents do not include copies of the approved PTIs (solid waste, surface water, and air) or the Site hydro-geological investigation report prepared by Eagon and Associates.

NOTE: ALL POTENTIAL BIDDERS MUST RETURN THE REGISTRATION FORM IN ORDER TO BE ELIGIBLE TO SUBMIT A BID.

- B. A Pre-Bid Meeting will be held on **Tuesday, February 3, 2026 at 10:00 a.m.** at the Defiance County Landfill, 13207 Canal Road, Defiance Ohio 43512. The Owner may distribute information at that meeting which will supplement and become a part of the Bidding Documents. This Pre-Bid meeting is **MANDATORY** for bidders bidding as prime Contractors, subs are welcome to attend but not required. The landfill will be open for a site walk through following the pre-bid meeting.
- C. Any questions regarding the BID DOCUMENTS must be submitted to the Project Engineer (Karen Dolliver, Mannik & Smith Group) by February 11, 2026 @ 5:00 PM. Please submit to kdolliver@manniksmithgroup.com.
- D. Bidders are advised that all Bids, which are deficient in any of the following requirements, may be rejected:



DEFIANCE COUNTY BOARD OF COMMISSIONERS
DEFIANCE COUNTY SANITARY LANDFILL
PHASES 8 AND 9 BAT CELLS AND SUPPORT STRUCTURES CONSTRUCTION

1. All information must be written in ink upon the printed blanks provided by the County and bound herein or completed by filling in the PDF forms provided by the County in the electronic documents and printed out.
 2. Each Bidder shall submit with the Bid a completed "Contractor's Qualification Statement" which is provided in **Section 00314**.
 3. Each Bidder shall furnish Bid Security, as prescribed in Section 153.54 of the Ohio Revised Code, in the form of either: (1) a bond for the full amount of the Bid (including add alternates) in the form of the Bid Guaranty included in the Bidding Documents; or (2) a certified check, cashier's check, or irrevocable letter of credit in an amount equal to 10% of the amount of the Bid (including add alternates).
 4. Non-collusion affidavit
 5. Proof of Insurance
 6. All other Forms provided in the Appendices of the Project Manual
- E. Performance Bond: The successful Bidder shall furnish to the Owner a Performance Bond on the form included in the Bidding Documents in an amount equal to 100% of the Contract Sum within three (3) days of being notified of the Owner's intent to award the Contract. Proof (satisfactory to the Owner) that the Bidder, if selected, is capable of obtaining the required performance bond shall be submitted with the Bid.



DEFIANCE COUNTY BOARD OF COMMISSIONERS
DEFIANCE COUNTY SANITARY LANDFILL
PHASES 8 AND 9 BAT CELLS AND SUPPORT STRUCTURES CONSTRUCTION

F. Bids shall be delivered in sealed envelopes to:

Defiance County Board of Commissioners
500 Court Street, Suite A
Defiance, Ohio 43512

(Attention: PHASES 8 AND 9 BAT CELLS & SUPPORT STRUCTURES CONSTRUCTION PROJECT)
(419) 782-4761

G. Bids must be received before **10:00 a.m.** current local time, **February 19, 2026**.

H. The Bids will be publicly opened.

I. The Owner reserves the right to accept or reject any or all Bids and to waive any irregularities in the Bidding procedure.

J. Contracts for Work under this Bid will obligate the Contractor to comply with federal, state and local laws, statutes, ordinances, and non-discriminating hiring practices including the Facility's Ohio EPA Permits (solid waste, surface water, and air).

K. The Contractor shall perform the Work in accordance with the requirements and specifications contained in the Facility's Ohio EPA permits for the BAT Cell and associated support structures.

END OF SECTION 00040



DEFIANCE COUNTY BOARD OF COMMISSIONERS
DEFIANCE COUNTY SANITARY LANDFILL
PHASES 8 AND 9 BAT CELLS AND SUPPORT STRUCTURES CONSTRUCTION

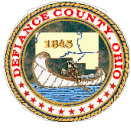
SECTION 00100

INSTRUCTIONS TO BIDDERS

1. GENERAL

1.1 CONTRACTOR'S QUALIFICATIONS

- A. The Owner may make investigations to determine the ability of the Bidder to perform the work. When required, the Bidder shall present evidence of his experience in similar work and that he has the necessary equipment and financial resources to provide personnel and services to complete the work in a satisfactory manner in the time specified.
1. To demonstrate Bidder's qualifications to perform the work, Bidder shall submit with its Bid, written evidence including financial data, previous experience, present commitments, and other such data as may be requested by the Owner or Engineer. The Bid shall contain evidence of Bidder's qualification to do business in the State of Ohio.
 2. The Contractor shall provide with its Bid a detailed description of the Contractor's and any Sub-Contractor's experience with at least three, but no more than ten, similar BAT Cell construction projects involving composite liner construction completed within the past seven years at either or both private and public sector landfill facilities. Experience with BAT Cell construction projects at Ohio facilities are weighted more favorably by the Owner. Project descriptions must contain the following items for each project listed; forms are included in **Section 00314 – Contractors Qualification Statement**.
 - a. Project name
 - b. Project location
 - c. Contact name, address and current telephone number - contact person must be able to provide specific details regarding the overall project and the Contractor/Sub-Contractor performance.
 - d. Project description:
 - i. For Ohio BAT landfill Cell construction, include type of liner system(s), leachate collection and removal system(s), liner materials and thickness, and support structures (roadway, sedimentation ponds, drainage ditches, etc.). If there are less than three Ohio Projects, please include other non-Ohio projects, up to ten projects. Please provide this information on **Form 00314-A in SECTION 00314 CONTRACTOR'S QUALIFICATION STATEMENT**.
 - ii. The approval process used to place the BAT Cell into disposal service including the regulatory agency's address, telephone number of a regulatory person that can provide specific details of the project, and the status of Cell compliance with the established construction specifications. Please provide this information on **Form 00314-B in SECTION 00314 CONTRACTOR'S QUALIFICATION STATEMENT**.
 - e. Bid price
 - f. Final cost of project including all change order items
 - g. Scheduled completion date for project



DEFIANCE COUNTY BOARD OF COMMISSIONERS
DEFIANCE COUNTY SANITARY LANDFILL
PHASES 8 AND 9 BAT CELLS AND SUPPORT STRUCTURES CONSTRUCTION

- h. Actual completion date for project
- B. No Bid will be accepted from, or contract awarded to, any person, firm or corporation who is in arrears or in default to the Owner upon any debt or contract, or is a defaulter as surety upon same, or has failed to perform faithfully any previous contract with the Owner.
- C. 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.
- D. Submit to Owner a Bid Guaranty in the full amount of Bidder's maximum Bid (with add alternates) issued by a surety firm that meets the requirements set forth in the Notice to Bidders and the Instructions to Bidders; or a certified check, cashier's check, or irrevocable letter of credit in an amount equal to 10% of the amount of the Bid (including add alternates). The Bid Guaranty shall be submitted on the form included in the Bidding Documents.
- E. The Bid Security of the successful Bidder will be retained until such Bidder has executed the Agreement, furnished the required Performance Bond 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 or fails to furnish the Performance Bond as required, the Owner may annul the Notice of Award and seek appropriate damages pursuant to the terms of the Bid Guaranty and Ohio law. The Bid Security of other Bidders may be retained by the Owner until the earlier of the award of the Contract or the last day following the opening of the Bids that the Contract can be awarded to and executed by the Successful Bidder, whereupon Bid Security furnished by such Bidders will be returned.
- F. Bid Security of other Bidders who the Owner believes do not have a reasonable chance of receiving the award will be returned upon the award of the Contract or seven days after the Bid opening, whichever is earlier.
- G. Bidder must provide proof, satisfactory to Owner, that if the Contract is award to Bidder, the Bidder has the financial assurance from a qualified surety to provide the required Performance Bond.

1.2 ISSUING BIDDING DOCUMENTS

See **Paragraph 1.3 of Section 00040 - Notice to Bidders.**

1.3 BIDDING DOCUMENTS

- A. The Bidding Documents consist of all items listed in **Section 00030 - Table of Contents** and the applicable approved facility PTIs: solid waste, surface water, and air.
- 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 does 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 (e.g., Section 01110 may be followed by Section 01250, 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 Owner for replacement. Each Bidder is responsible for bidding on all work shown or specified, whether or not pages are missing from the issued Bidding Documents and the successful Bidder will be required to enter into the Agreement for the Work shown and/or specified in the Bidding Documents.



DEFIANCE COUNTY BOARD OF COMMISSIONERS
DEFIANCE COUNTY SANITARY LANDFILL
PHASES 8 AND 9 BAT CELLS AND SUPPORT STRUCTURES CONSTRUCTION

- E. The captions, headings or titles in the Bidding Documents are for convenience only and in no way define, limit or describe the scope or intent of any provisions, divisions, sections, or paragraphs of the Bidding Documents.

1.4 BID FORMS

- A. The Bid Form is included in **Section 00310**.

1.5 CONTRACT AND BOND REQUIREMENTS

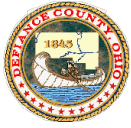
A. Type of Contract

1. The Contract to be awarded will be a combination lump sum and unit price contract. The Bid Price quote shall include all supervision, labor, materials, supplies, tools, services, equipment, insurance, subcontract cost, and other costs necessary to fully complete the Work pursuant to the Contract Documents. **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. All Work must be completely done as required to be 100% functional and operational and useable as intended by the Owner.**
2. The adjustment to unit prices provided for in the Bid Form shall apply only in the event of a Change Order providing for such increase or decrease in the quantities, The Contract Price will be subject to adjustment according to final measured, used, or delivered quantities, and the adjustment unit price in the Bid will apply to such final quantities.
3. The form of the Contract shall be the Agreement and the General Conditions included in the Bidding Documents, together with all other documents included within the term "Contract Documents."

B. Bond Requirements

1. The form of the Bid Guaranty and the Performance Bond shall be the forms included in the Bidding Documents.
2. All bonds must be issued by a surety company authorized by the Ohio Department of Insurance to transact business in the State of Ohio. The bonds must be issued by a surety capable of demonstrating a record of competent underwriting, efficient management, adequate reserves and sound investments. The criteria will be deemed to be met if the surety currently has an A.M. Best Company Policyholder's Rating of "A-" or better and has or exceeded the Best Financial Size Category of Class VI. Other sureties may be determined acceptable by the Owner.
3. All bonds shall be signed by an authorized agent of an acceptable surety bonding company and by the Bidder.
4. Surety bonding company bonds shall be supported by credentials showing the power of attorney of the agent, a certificate showing the legal right of the bonding company to do business in the State of Ohio, and a financial statement of the surety.
5. The Bid Guaranty and the Performance Bond shall be in the name of or payable to the order of the Owner.
6. The name and address of the surety and the name and address of the surety's agent must be typed or printed on each bond.

1.6 BIDDERS' RESPONSIBILITIES



DEFIANCE COUNTY BOARD OF COMMISSIONERS
DEFIANCE COUNTY SANITARY LANDFILL
PHASES 8 AND 9 BAT CELLS AND SUPPORT STRUCTURES CONSTRUCTION

- A. The Bidder shall have responsibility for the following:
1. Examining and carefully study the Bidding Documents, including any addenda and other related data identified in the Bidding Documents.
 2. Visiting the Site and becoming familiar with the general location and Site conditions that may affect cost, progress, and performance of the Work.
 3. Becoming familiar with all federal, state, and local laws and regulations including the facility's permits and regulatory requirements and restrictions that may affect cost, progress, completion schedule or performance of the Work.
 4. Carefully studying all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site.
 5. Accessing, reviewing, and carefully studying all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by the Bidder, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents and safety precautions and programs incident thereto.
 6. Becoming aware of the general nature of the Work to be performed by the Owner or others at the Site that relate to the Work indicated in the Bidding Documents.
 7. Correlating the information known to the Bidder; information and observations obtained from visits to the Site; and reports and drawings identified in the Bidding Documents with all additional examinations investigations, explorations, tests, studies, and other data to which the Bidder may become aware during the Work.
 8. Determining that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work or promptly bringing any such deficiencies to the attention of the Engineer.
 9. Promptly giving the Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that the Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder.
 10. Understanding the requirements of Ohio law relating to the Owner's contracting authority.
- B. In submitting its Bid, the Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- C. The submission of a Bid will constitute an incontrovertible representation by the Bidder that the Bidder has complied with every requirement concerning examination of the Bidding Documents and the Site; that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents; that the Bidder has given the Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that the Bidder has discovered, in the Bidding Documents and the written resolutions thereof by the Engineer are acceptable to the Bidder and that the Bidding



DEFIANCE COUNTY BOARD OF COMMISSIONERS
DEFIANCE COUNTY SANITARY LANDFILL
PHASES 8 AND 9 BAT CELLS AND SUPPORT STRUCTURES CONSTRUCTION

Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

1.7 PREPARATION OF BIDS

A. General

1. The following items shall be used without variation by all Bidders and submitted with the Bid:

- a. Bid Form (**Section 00310**)
- b. Contractor's Qualification Statement (**Section 00314**)
- c. Major Sub-Contractor List (**Section 00314, Form 00314-D**)
- d. Source(s) of on-site clay soil (**Section 00700, Paragraph 4.3**)
- e. Agreement (**Appendix A**)
- f. Non-collusion Affidavit (**Appendix B.1**)
- g. Statement of Equal Employment Opportunity Requirements (**Appendix B.2**)
- h. Personal Property Affidavit (**Appendix B.5**)
- i. Tax Affidavit (**Appendix B.6**)
- j. Ohio Use and Sales Blanket Tax Exemption (**Appendix B.7**)
- k. Bid Guaranty (**Appendix C.1**)
- l. Proof of Insurance or Insurance Certificate (**Appendix E.1**)
- m. Hold Harmless Clause (**Appendix E.2**)
- n. Vendor Signature Data/Sheet (**Appendix F.1**)
- o. Pre-Bid Supplemental Forms

2. Fill in all blanks and Bid on all Alternates (if applicable).

B. Signatures

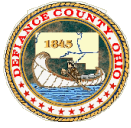
1. Bids shall be signed with the name typed below the signature. If the Bidder is a corporation, Bid shall be signed with the legal name of the corporation, followed by the legal signature of an officer authorized to bind the corporation to a Contract. If other than a President or Vice President, a copy 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; 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.

C. Bid Security



DEFIANCE COUNTY BOARD OF COMMISSIONERS
DEFIANCE COUNTY SANITARY LANDFILL
PHASES 8 AND 9 BAT CELLS AND SUPPORT STRUCTURES CONSTRUCTION

1. Each Bidder shall furnish Bid Security, as prescribed in Section 153.54 of the Ohio Revised Code, in the form of either: (1) a bond for the full amount of the Bid (including add alternates) in the form of the Bid Guaranty included in the Bidding Documents; or (2) a certified check, cashier's check, or irrevocable letter of credit in an amount equal to 10% of the amount of the Bid (including add alternates).
 2. The selected Bidder's Bid Security will be retained until the successful Bidder has signed the Agreement and furnished the required Performance Bond and the Labor and Materials Payment Bonds."
 3. The Owner reserves the right to retain the Bid Security of the 3 most qualified Bidders until a responsible Bidder enters into the Agreement or until the last day following the opening of the Bids that the Contract can be awarded to and executed by the Successful Bidder, whichever is less.
 4. If any Bidder fails to comply with his Bid, or refuses to enter into the Agreement, the Owner shall be entitled to damages as allowed by applicable law and the terms of the Bid Security.
 5. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney.
- D. Price Schedule
1. The price quoted shall include all items of supervision, labor, materials, tools, equipment, quality assurance services, equipment calibration and testing, insurance, and other costs necessary to fully complete the Work pursuant to the Contract Documents which include all of the Bidding Documents. Any Work items omitted from such Bidding 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 Bidding Documents.
 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 unit prices prior to the execution of the Agreement.
 4. The Contract shall be awarded on the basis of the evaluation of the Bidder's qualification and experience with similar BAT landfill Cell construction projects within the state of Ohio or other locations with similar requirements and standards for BAT landfill Cell construction as well as unit pricing and overall cost and will be made exclusively by the Owner and the Engineer. A list of the most qualified Bidders will be selected based on evaluations by the Owner and Engineer. The list of most qualified Bidders is not subject to appeal. Submittal of a Bid by the Bidder acknowledges acceptance of this process by the Bidder.
- E. Questions and Answers
- Should any Bidder find discrepancies, inconsistencies, ambiguities, errors, or obvious omissions in the Bidding Documents, or should he be in doubt as to meaning, he shall notify Ed Merriman, Project Manager, The Mannik & Smith Group (MSG), by email (kdolliver@manniksmithgroup.com). Bidders and sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall be received at least 7 days prior to the Bid due date.
- F. Addenda
1. Bidders will be advised during the bidding period by Addendum of additions or alterations to the Bidding Documents. Such changes shall be included in the Work to be covered by the Bid and will



DEFIANCE COUNTY BOARD OF COMMISSIONERS
DEFIANCE COUNTY SANITARY LANDFILL
PHASES 8 AND 9 BAT CELLS AND SUPPORT STRUCTURES CONSTRUCTION

become part of the Contract.

2. Bidders shall list on the Bid Form all addenda.

G. Pre-Bid Meeting

1. A Pre-Bid Meeting will be held at 10:00 a.m., Tuesday, February 3, 2026, at the Defiance County Landfill, 13207 Canal Road, Defiance Ohio 43512.
2. Attendance is mandatory for prime Contractors **ONLY** (subs are welcome to attend, but not required). Bidders bidding as prime Contractor that do not attend the mandatory meetings will be disqualified.
3. The Owner may distribute addenda at the Pre-Bid Meeting that will supplement and become a part of the Bidding Documents.

1.8 BIDDERS REPRESENTATION

A. Examination of Documents and Site

1. The Bidders shall carefully study the Bidding Documents, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted. They shall make themselves familiar with conditions at the Site of the proposed Work. They shall also 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 shall at once report to the Owner errors, inconsistencies or ambiguities discovered.
2. Bidders and sub-bidders requiring clarification or interpretation of the Bidding Documents shall raise such issues at the Pre-Bid Meeting or shall make a written request which shall reach the Owner at least 7 days prior to the Bid's due date.
3. Interpretations, corrections and changes of the Bidding Documents will be made by Addendum. The failure or omission of any Bidder to receive or examine any forms, instruments, or documents, 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 his Bid.

B. Examination of Historical and Related Documents. The following documents are available at the office of the Owner for review by all Bidders:

1. Ohio EPA PTIs and applications for solid waste, air, and surface water discharge
2. All other documents in the site Operating Record

C. Non-collusion Affidavit

The Bidder shall complete in full and provide the non-collusion affidavit. The form shall be signed by the same person authorized to sign Bids.

D. Nondiscrimination in Employment

1. Contracts for Work under this proposal will obligate the Contractors and Sub-Contractors 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.



DEFIANCE COUNTY BOARD OF COMMISSIONERS
DEFIANCE COUNTY SANITARY LANDFILL
PHASES 8 AND 9 BAT CELLS AND SUPPORT STRUCTURES CONSTRUCTION

E. 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 to 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. Copies of the Certificate shall be obtained from the office of the Secretary of State, Columbus, Ohio.

1.9 SUBMISSION OF BIDS

- A. Submit Bids on or before 10:00 a.m., current local time, February 19, 2026. No Bids will be considered after that time.
- B. Submit all required forms with the Bid in a sealed opaque envelope marked with:
 - 1. Bidder's name and address
 - 2. Signature of person signing the Bid
 - 3. Project Name: Phases 8 and 9 BAT Cell and Support Structures Construction
- C. Deliver in person or send by mail to:

Defiance County Board of Commissioners
500 Court Street, Suite A
Defiance, Ohio 43512

(Attention: PHASES 8 AND 9 BAT CELLS AND SUPPORT STRUCTURES CONSTRUCTION PROJECT)

If mailed, enclose the sealed Bid in a separate mailing envelope marked "Bid Enclosed" on the face.

- D. No oral, facsimile, or e-mail 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. No Bid may be withdrawn for 60 days after scheduled closing time for receipt of Bids.
- G. Any documents submitted with the Bid will be treated by the County as a public document after the Bids have been completely evaluated and a Contract is awarded, unless informed in writing by the Bidder that the Bidder considers such documents to contain trade secrets under Ohio Law. The County may require additional information in support of such claim.

1.10 CONSIDERATION OF BIDS

- A. Bid Opening

List of Bidder's names and Bids will be 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 determined by the Owner to contain irregularities and/or conditional or obscure language may be rejected, and the Owner and Engineer shall have no liability whatsoever to any Bidder whose Bid is not accepted.



DEFIANCE COUNTY BOARD OF COMMISSIONERS
DEFIANCE COUNTY SANITARY LANDFILL
PHASES 8 AND 9 BAT CELLS AND SUPPORT STRUCTURES CONSTRUCTION

3. Bid packages determined by the Owner to be incomplete may be rejected, and the Owner shall have no liability whatsoever to any Bidder whose Bid is not accepted.
 4. The Owner reserves the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, non-responsive, unbalanced, or conditional Bids. The Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsive or if the Owner determines the Bidder is not qualified. The Owner may also reject the Bid of any Bidder if the Owner believes that it would not be in the best interest of the project to make an award to that Bidder. The 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.
 5. More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which the Bidder has an interest.
 6. Bids that do not contain Bid Security requirements, insurance certificates, or do not provide satisfactory proof that the Bidder can provide the required 100% Performance Bond will be rejected.
- C. Acceptance of Bids
1. Acceptance of a Bid shall not constitute a Contract or Agreement between the Owner and Bidder, and shall 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.
 2. Prior to award of the Contract, the Owner will notify the Bidder in writing if the Owner or Engineer, after due investigation, has reasonable objection to a subcontractor, person or entity proposed by the Bidder. If the Owner or Engineer has reasonable objection to a subcontractor, person or entity, the Bidder may, at the Bidder's option, (1) withdraw the Bid, or (2) submit an acceptable substitute subcontractor, person or entity with an adjustment in the Bid to cover the difference in cost occasioned by such substitution. The Owner may accept the adjusted price or disqualify the Bidder. In the event of either withdrawal or disqualification, Bid Security will not be forfeited.
- D. Evaluation of Bids
1. Evaluation of Bidder's qualification and experience with similar BAT landfill Cell construction projects within the state of Ohio or other locations with similar requirements and standards for BAT landfill Cell construction will be made exclusively by the Owner and the Engineer. A list of the most qualified Bidders will be developed based on evaluations by the Owner and Engineer. The list of most qualified Bidders is not subject to appeal and submittal of a Bid by the Bidder acknowledges acceptance of this process by the Bidder.
 2. The Owner reserves the right to conduct interviews with any or all of the Bidders.
 3. The Owner will consider whether or not the Bids comply with the prescribed requirements, and with permit requirements and specifications for obtaining Ohio EPA approval to use the Cell. Additional information regarding Bid price, unit prices, and other data may be requested concerning the Bid Form prior to the Notice of Award.
 4. The Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Sub-Contractors, suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Sub-Contractors, suppliers, and other individuals or entities must be submitted as provided in the Bidding Documents. The Owner also may consider



DEFIANCE COUNTY BOARD OF COMMISSIONERS
DEFIANCE COUNTY SANITARY LANDFILL
PHASES 8 AND 9 BAT CELLS AND SUPPORT STRUCTURES CONSTRUCTION

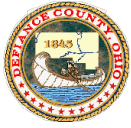
the operating costs, maintenance requirements, performance data, and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data are required to be submitted prior to the Notice of Award. The Owner and/or Engineer will have no liabilities whatsoever to any Bidder whose Bid was rejected or unsuccessful.

5. The Owner may conduct such investigations as the Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of Bidders, proposed Sub-Contractors, suppliers, and other individuals or entities to perform and furnish the Work in accordance with the Contract Documents.
6. The Owner will consider the Bidder's compliance with federal, state and local laws, rules, and regulations, including, but not limited to, the Occupational Safety and Health Act.
7. The Owner reserves the right to waive any and all irregularities, formalities and technicalities in the bidding process.
8. By submitting its Bid, the Bidder agrees that (a) the Owner's determination of whether a Bid is responsive or whether to waive any irregularity, formality, or technicality will be final and conclusive; and (b) the Bidder will pay the Owner's attorney's and consultant's fees related to any challenge to the bid procedure or process, brought directly or indirectly by the Bidder and/or any of its affiliates, which is unsuccessful.

E. Award of Contract

1. In case of written discrepancies between the price in words and numbers, the price in words will be considered the Bid.
2. The Owner may reject all Bids or may award the Contract on the basis of the lowest combination of the base Bid and any Alternates (if applicable) submitted by a *qualified bidder* as determined by the Owner.
3. Defiance County is a public entity that must comply with certain legal requirements and internal review procedures prior to awarding any Contract. No party has a right to expect that he/she/it will be awarded a Contract with the County absent adherence to these legal requirements and review procedures. All Contracts with the County must contain the signature of the Defiance County Commissioners. The County reserves the right to refuse to enter into a Contract with any party unless and until all legal requirements have been met, all internal review procedures have been adhered to and the Commissioners execute the Contract.
4. If the Contract is to be awarded, it will be awarded to the Bidder whose evaluation by the Owner indicates to the Owner that the award will be in the best interests of the Owner.
5. The Owner reserves the right to rescind any Notice of Award if the Owner determines the Notice of Award was issued in error. The successful Bidder will be notified of the award of the Contract and provided with three (3) copies of the Owner-Contractor Agreement in the form included in the Bidding Documents. The successful Bidder will sign and return the original forms to the Owner, or as otherwise directed, for execution by the Owner. The successful Bidder will be provided with a fully-executed copy of the Agreement for its records.
6. If the successful Bidder does not return the executed Contracts to the Owner within five (5) business days of its receipt of the Agreement from the Owner, the Owner reserves the right to reject the Bid and award the Contract to another qualified Bidder. In such event, the Owner shall have the right to pursue damages in accordance with applicable law.

1.11 POST-BID REQUIREMENTS



DEFIANCE COUNTY BOARD OF COMMISSIONERS
DEFIANCE COUNTY SANITARY LANDFILL
PHASES 8 AND 9 BAT CELLS AND SUPPORT STRUCTURES CONSTRUCTION

A. Contract Forms

1. The following Contract forms will be provided by the Owner and shall be used without variation by the selected Bidder:
2. Owner-Contractor Agreement and General Conditions
3. Performance Bond
 - (a) The Bidder shall deliver the required Performance Bond prior to the execution of the Contract.

B. Submittals to be submitted to Owner within three days following the Notice of Award

1. Comply with Section 01320 - Submittals.
2. Submit the following items prior to Contract signing:
 - (a) Performance and Payment Bonds
 - (b) Sub-Contractor and Material List
 - (c) Certificates of Insurance
 - (d) Equal Employment Opportunity Statement
3. Lack of submission, an incomplete list, or an untimely submission shall be grounds for the Owner to rescind the Notice of Award and entitle Owner to pursue damages against the Bid Security as provided by applicable law.

C. Schedule of Values

1. Prior to the first application for payment, submit to the Engineer an itemized breakdown showing the cost of both labor and material for each unit of Work prepared in such form and supported by such data as to substantiate its accuracy as the Engineer may require. This schedule, unless objected to by the Engineer shall be used only as a basis for the Contractor's applications for payment.
2. Show each major item of Work and each sub-contracted item of Work as a single line item.
3. Neither party may assign or transfer any rights or obligations under the Contract without the Contract Sum adjusted for actual quantities and volumes.

D. Sales and Use Taxes

1. The Successful Bidder shall complete the provided State of Ohio Department of Taxation Sales and Use Tax Blanket Exemption Certificate.

E. Audits/Access to Records

1. The Contractor shall maintain books, records, documents and other evidence directly pertinent to performance of Work under this Contract in accordance with generally accepted accounting principles and practices consistently applied. The Contractor shall also maintain the financial information and data used in the preparation or support of any negotiated Contract or Change Order and a copy of the cost summary submitted to Defiance County. Defiance County or any of its authorized representatives shall have access to such books, records, documents and other evidence for the purpose of inspection, audit and copying. The Contractor will furnish, provide, install and perform proper facilities for such access and inspection.



DEFIANCE COUNTY BOARD OF COMMISSIONERS
DEFIANCE COUNTY SANITARY LANDFILL
PHASES 8 AND 9 BAT CELLS AND SUPPORT STRUCTURES CONSTRUCTION

F. Assignment of Contract and Compliance with Law

Neither party may assign or transfer rights and obligations under this Contract without the written consent of the other party and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law); and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents. Each party agrees that it will perform its obligations in accordance with all applicable federal, state, or local laws, rules, and regulations now or hereinafter in effect.

G. Successors and Assigns

Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

H. Severability

Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

I. Business Addresses

The business address of the Contractor given herein is hereby designated as the place to which all notices, letters, and other communication to Contractor will be mailed or delivered. The address of the Owner appearing herein is hereby designated as the place to which all notices, letters, and other communication to the Owner shall be mailed or delivered. Either party may change its address at any time by an instrument in writing delivered to Engineer and to the other party.

END OF SECTION 00100



DEFIANCE COUNTY BOARD OF COMMISSIONERS
DEFIANCE COUNTY SANITARY LANDFILL
PHASES 8 AND 9 BAT CELLS AND SUPPORT STRUCTURES CONSTRUCTION

SECTION 00310

BID FORM

1. GENERAL

DATE: _____

Submitted by:

Name of Bidder

Address of Bidder

City, State, Zip Code of Bidder

Area Code & Telephone Number of Bidder

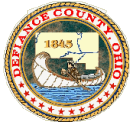
Submit Bid To:

Defiance County Board of Commissioners

500 Court Street, Suite A

Defiance, Ohio 43512

(Attention: PHASES 8 AND 9 BAT CELLS AND SUPPORT STRUCTURES CONSTRUCTION PROJECT)



DEFIANCE COUNTY BOARD OF COMMISSIONERS
DEFIANCE COUNTY SANITARY LANDFILL
PHASES 8 AND 9 BAT CELLS AND SUPPORT STRUCTURES CONSTRUCTION

1.1 BID FORMS

The undersigned proposes and agrees to furnish all material and perform all labor required to complete the Work as described in the Bid Documents and addenda for the following sum:

_____ Dollars (U.S.)

1.2 BID PRICE

The price quoted shall include all supervision, labor, materials, supplies, tools, services, equipment, testing, insurance, sub-contract cost, and other costs necessary to fully complete the work pursuant to Contract Documents. Any Work items omitted from such Contract Documents which are 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 the Contract Documents.

- A. The project pricing shall be Bid as shown on the Bid Form using lump sum pricing and unit pricing where designated.
- B. The adjustment to unit prices provided for in the Bid Form shall apply only in the event of a Change Order providing for such increase or decrease in the quantities. The Contract Price will be subject to adjustment according to final measured, used, or delivered quantities, and the adjustment unit prices in the Bid will apply to such final quantities.
- C. Quantity estimates presented on the Bid Form are estimates only and were made with available information regarding Site conditions at the time of Contract Document preparation. The Contractor assumes the responsibility of independently verifying the estimated quantities in the preparation of his Bid. Should the quantities estimated by the Contractor during the bidding process differ by more than ten (10) percent than those estimated by the Owner, the Contractor shall immediately notify the Owner.
- D. If no such notification is received during the bidding process, the estimated quantities shown on the Bid Form, become the baseline against which all increases or decreases in quantities will be measured. Actual measured quantities (for unit price items) and percent complete estimates (for lump sum items) will determine payment.
- E. If the quantities of one or more of the unit price line items, stated on the Bid Form, vary more than 25 percent from the baseline estimate either greater or lesser, equitable adjustments in the applicable unit prices may be requested by either the Owner or the Contractor.
- F. The Contractor reserves the right to conduct independent surveys, at no cost to the Owner and petition to change quantities. Should the Contractor elect not to conduct independent surveys, the Contractor accepts the pay quantities determined from the CQA Consultant's surveys.
- G. The Contractor is expected to provide allowable and appropriate means to monitor the quantity of fill material that is placed within the portion of Phases 8 and 9 requiring re-grading and placement of structural fill. The Contractor's right to claim additional compensation for increased quantities, beyond the original quantity estimate used for Bid must be accompanied by detail information, survey and load counts approved by the CQA in order to make such a claim.
- H. The Contractor shall submit to the Owner upon request, documentation of settlement monitoring, surveying, field logs, truck counts, or other field measurements used to make quantity estimates for partial payment purposes. The Owner reserves the right to independently verify such estimates and the Contractor shall assist the Owner in whatever manner necessary, at no additional cost to the Owner, in conducting such verifications.



DEFIANCE COUNTY BOARD OF COMMISSIONERS
DEFIANCE COUNTY SANITARY LANDFILL
PHASES 8 AND 9 BAT CELLS AND SUPPORT STRUCTURES CONSTRUCTION

- I. An increase or decrease in quantities for any unit price item will not be regarded as a sufficient ground for an increase or decrease in unit prices, nor in the time allowed for completion of the Work, except as provided for in the Contract.

1.3 CHANGE ORDERS

A. Authorization Procedure

1. The Contractor shall notify the Engineer of any circumstances, events, adjustments and changes that will or has occurred that will result in any decrease or increase in cost to the Owner.
2. The Contractor shall not make changes in the Work, labor, materials, supplies, equipment, testing or other items that will result in an additional cost to the Owner until after the Owner approves the change in writing authorizing such changes.
3. The Contractor shall provide a written Change Order request to the Engineer describing in detail, a description of what is causing the request, the reason for the request; the amount of the cost change; and justification of causing such a change, to the Engineer, prior to the Contractor incurring such additional costs.
4. The Engineer shall take Contractor's Change Order request to the Owner for review and discussion.
5. Approval of Change Orders must be obtained in writing from the Owner prior to any change being made. Changes or activities requiring a Change Order, that are done before the Owner provides written approval shall not be reimbursed by the Owner, and all costs for doing such change shall be paid by the Contractor.
6. Oral approvals of any Change Orders are not valid and do not oblige the Owner in any way.

1.4 ADDENDA

The list of any Addenda will be included in this Section.

1.5 BIDDER REPRESENTS

- A. The Bidder represents that he has read and understands the Bidding Documents; that he has familiarized himself with conditions at the Site and with the local conditions under which the Work is to be performed; that he understands that no claim for additional compensation or extension of time will be allowed because of any alleged misunderstanding of the Bid Documents or conditions at the Site; and that his Bid is based on the materials, equipment and systems described in the Bidding Documents, without exception or conditions.
- B. The Bidder represents that he shall pay the State of Ohio Prevailing Rates of Wages under this Contract in accordance with the applicable requirements.

1.6 BID SECURITY

Each Bidder shall furnish Bid Security, as prescribed in Section 153.54 of the Ohio Revised Code, in the form of either: (1) a bond for the full amount of the Bid (including add alternates) in the form of the Bid Guaranty included in the Bidding Documents; or (2) a certified check, cashier's check, or irrevocable letter of credit in an amount equal to 10% of the amount of the Bid (including add alternates).

1.7 COMMENCEMENT OF WORK

The Contractor shall start work once all signatures are obtained and necessary forms are completed.

1.8 MAJOR SUB-CONTRACTOR(S) LIST AND QUALIFICATIONS



DEFIANCE COUNTY BOARD OF COMMISSIONERS
DEFIANCE COUNTY SANITARY LANDFILL
PHASES 8 AND 9 BAT CELLS AND SUPPORT STRUCTURES CONSTRUCTION

Each Bidder shall provide a complete list of major Sub-Contractors (Liner Installer, Professional Surveyor etc.) and their qualifications to perform the tasks that they will be Contracted by the Contractor to do during the Project. Forms are provided in **Section 00314 – Contractors qualification statement**.

1.9 MATERIALS LIST

Provide information pertaining to the proposed source(s) of HDPE liner, geotextile, HDPE pipe and liner system components; leachate collection system materials and components; and any other equipment for the Project.

SECTION CONTINUED ON NEXT PAGE



DEFIANCE COUNTY BOARD OF COMMISSIONERS
DEFIANCE COUNTY SANITARY LANDFILL
PHASES 8 AND 9 BAT CELLS AND SUPPORT STRUCTURES CONSTRUCTION

1.10 SIGNATURES

- A. If Bidder is a corporation, fill in the following blanks. Signature of an officer authorized to make this Agreement is required. (If other than a President or Vice President, a copy of the resolution giving authorization from The Board of Directors is required.)

Name of Corporation

State Where Incorporated

Address of Corporate Headquarters

Area Code & Telephone Number

Signature of Officer

Officer's Printed Name & Corporate Office

Business Address

Area Code & Telephone Number

- B. If Bidder is a foreign corporation, fill in the following in addition to the above:

Statutory Agent

Address of Statutory Agent

Area Code & Telephone Number



DEFIANCE COUNTY BOARD OF COMMISSIONERS
DEFIANCE COUNTY SANITARY LANDFILL
PHASES 8 AND 9 BAT CELLS AND SUPPORT STRUCTURES CONSTRUCTION

C. If the Bidder is a partnership, fill in the following blanks:

Name of Partnership

List names of each partner:

Signature(s) of number of partners required to bind partnership:

Signature of Partner

Business Address and Zip Code

Area Code & Telephone Number

D. If the Bidder is an individual, fill in the following blanks:

Signature of Individual

Business Address and Zip Code

Area Code & Telephone Number

END OF SECTION 00310



DEFIANCE COUNTY BOARD OF COMMISSIONERS
DEFIANCE COUNTY SANITARY LANDFILL
PHASES 8 AND 9 BAT CELLS AND SUPPORT STRUCTURES CONSTRUCTION

SECTION 00314

CONTRACTOR'S QUALIFICATION STATEMENT

SUBMITTED BY: _____

NAME: _____

ADDRESS: _____

PRINCIPAL OFFICE: _____

Corporation _____

Partnership _____

Individual _____

Joint Venture _____

1.1 ORGANIZATION

A. How many years has your organization been in business as a Contractor? _____

B. How many years has your organization been in business under its present name? _____

1. Under what other or former names has your organization operated?

C. If your organization is a corporation, answer the following:

1. Date of incorporation: _____

2. State of Incorporation: _____

3. President's name: _____

4. Vice-President's name: _____

5. Secretary's name: _____

6. Treasurer's name: _____

D. If your organization is a partnership, answer the following:



DEFIANCE COUNTY BOARD OF COMMISSIONERS
DEFIANCE COUNTY SANITARY LANDFILL
PHASES 8 AND 9 BAT CELLS AND SUPPORT STRUCTURES CONSTRUCTION

1. Date of organization: _____
2. Type of partnership (if applicable): _____
3. Name(s) of general partner(s) _____

E. If your organization is individually owned, answer the following:

1. Date of organization: _____
2. Name of Owner: _____

F. If the form of your organization is other than those listed above, describe it and name the principals:

1.2 LICENSING

A. List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

B. List Jurisdictions in which your organization's partnership or trade name is filed.



DEFIANCE COUNTY BOARD OF COMMISSIONERS
DEFIANCE COUNTY SANITARY LANDFILL
PHASES 8 AND 9 BAT CELLS AND SUPPORT STRUCTURES CONSTRUCTION

1.3 EXPERIENCE

- A. List the categories of work that your organization normally performs with its own forces.

- B. Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

1. Has your organization ever failed to complete any work awarded to it? _____
 2. Are there any judgments, claims, arbitration proceedings, or suits pending or outstanding against your organization or its officers? _____
 3. Has your organization filed any lawsuits or requested arbitration with regard to construction Contracts within the last five years? _____
- C. Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.) _____
- D. On the provided form, list the major construction projects your organization as principal or Sub-Contractor has in progress, giving the name of the project, owner, designer, Contract amount, percent complete, and scheduled completion date.
1. State the total worth of work in progress and under Contract: \$ _____
- E. On the provided form, list the major projects your organization as principal or Sub-Contractor has completed in the past five years, giving the name of the project, owner, designer, Contract amount, date of completion, and percentage of the cost of the Work performed with your own forces.



DEFIANCE COUNTY BOARD OF COMMISSIONERS
DEFIANCE COUNTY SANITARY LANDFILL
PHASES 8 AND 9 BAT CELLS AND SUPPORT STRUCTURES CONSTRUCTION

FORM 00314 – A
SIMILAR TYPE PROJECT EXPERIENCE FORM FOR CONTRACTOR AND GEOMEMBRANE LINER INSTALLER

Project Name	Location	Contact Name Address & Phone	Project Description	Bid Price	Final Cost	Scheduled Completion Date	Actual Completion Date

If a Sub-Contractor, provide the name, address, and telephone number of the Prime Contractor. (Make additional copies as necessary.)



DEFIANCE COUNTY BOARD OF COMMISSIONERS
DEFIANCE COUNTY SANITARY LANDFILL
PHASES 8 AND 9 BAT CELLS AND SUPPORT STRUCTURES CONSTRUCTION

FORM 00314 – B

SIMILAR TYPE PROJECT EXPERIENCE FORM (REGULATORY INFORMATION) FOR CONTRACTOR AND GEOMEMBRANE LINER INSTALLER

Project Name	Location	Regulatory Contact Name Address & Phone	Project Description	Scheduled Completion Date	Actual Completion Date	Time (Days) from Completion to Regulatory Approval for use of the BAT Cell

If a Sub-Contractor, provide the name, address, and telephone number of the Prime Contractor. (Make additional copies as necessary.)



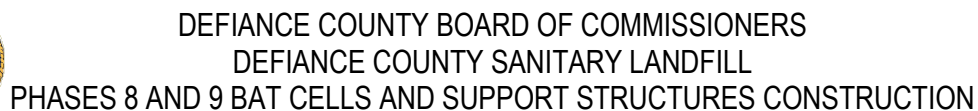
DEFIANCE COUNTY BOARD OF COMMISSIONERS
DEFIANCE COUNTY SANITARY LANDFILL
PHASES 8 AND 9 BAT CELLS AND SUPPORT STRUCTURES CONSTRUCTION

PROPOSED SCHEDULE OF CONSTRUCTION

To be used on the following form (Form 00314 – C)

The proposed schedule of construction activities shall include, at a minimum the following items not necessarily in the following order:

1. Mobilization/Site Preparation.
2. Construct necessary environmental controls.
3. Excavation, Re-grading, Phases 8 and 9 filling, and subgrade proof rolling.
4. Recompacted Soil Liner placement.
5. Geomembrane subgrade finishing.
6. Deployment of geomembrane liner.
7. Deployment of geosynthetic cushion layer.
8. Leachate collection pipe placement.
9. Leachate collection materials placement.
10. Deployment of geosynthetic filter layer.
11. Construction of access road.
12. Completion of all work.



(Contractor shall complete the following table based on the previous milestones.)

[illegible]



DEFIANCE COUNTY BOARD OF COMMISSIONERS
DEFIANCE COUNTY SANITARY LANDFILL
PHASES 8 AND 9 BAT CELLS AND SUPPORT STRUCTURES CONSTRUCTION

FORM 00314 – D
MAJOR SUB-CONTRACTORS TO BE EMPLOYED ON PROJECT

The Defiance County Board of Commissioners reserves the right to request qualifications from any and all Sub-Contractors. Complete the following table for those Sub-Contractors performing the Work list, as applicable.

NAME	ITEM OF WORK



DEFIANCE COUNTY BOARD OF COMMISSIONERS
DEFIANCE COUNTY SANITARY LANDFILL
PHASES 8 AND 9 BAT CELLS AND SUPPORT STRUCTURES CONSTRUCTION

1.4 EXPERIENCE

A. Trade References:

B. Bank References:

C. Surety:

1. Name of bonding company: _____
2. Name and address of agent: _____

1.5 SIGNATURE

The undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

A. Dated at _____ this ____ day of _____.

Name of Organization: _____

Name and Title: _____

Signature: _____

B. Notarization:

_____ Being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this _____ day of _____ 2021.

Notary public: _____

Expires: _____

END OF SECTION 00314



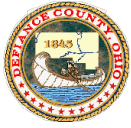
DEFIANCE COUNTY BOARD OF COMMISSIONERS
DEFIANCE COUNTY SANITARY LANDFILL
PHASES 8 AND 9 BAT CELLS AND SUPPORT STRUCTURES CONSTRUCTION

SECTION 00618

ADDENDA AND MODIFICATIONS

To be issued during bidding

END OF SECTION 00618



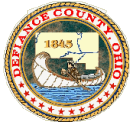
DEFIANCE COUNTY BOARD OF COMMISSIONERS
DEFIANCE COUNTY SANITARY LANDFILL
PHASES 8 AND 9 BAT CELLS AND SUPPORT STRUCTURES CONSTRUCTION

SECTION 00700

GENERAL CONDITIONS

2. GENERAL CONTRACT DESCRIPTION

- 2.1 This Contract is to provide for construction and completion of the eighth and ninth phases of Unit 2 at the Defiance County Sanitary Landfill. Phases 8 and 9 BAT cells construction and its support structures represent the eighth and ninth phases of the approved expansion (Unit 2) and will be constructed using the Best Available Technology (BAT) in accordance with Ohio EPA's design and construction requirements as governed by the approved permits for the facility.
- 2.2 The Defiance County Sanitary Landfill is an Ohio licensed solid waste facility that is heavily regulated to ensure that public health and the environment is protected. The Ohio EPA, pursuant to the Ohio Administrative Code (OAC), regulates specifically how landfills and associated support and monitoring structures and systems are to be designed, constructed, operated, monitored, closed, and maintained. Specific rules govern the materials, materials specifications, performance criteria, construction, installation, and use of required materials and equipment. In most cases, the Owner has little or no flexibility in making design or specification changes unless the proposed changes undergo a long, burdensome regulatory review process by Ohio EPA. The Owner must also comply with Ohio EPA approved Quality Assurance/Quality Control Plan (QA/QC) that documents the minimum requirements for type and frequency of inspections, compaction tests, geosynthetic testing, and other detailed CQA requirements. Because of these requirements, the Contractor must be committed to comply with the same requirements the Owner, Engineer, and CQA Consultant are obligated to comply with on this Work. The Ohio EPA is very strict in its review and approval of the use of a new solid waste BAT Cell. The Ohio EPA expects strict adherence by all parties to the approved permit conditions and requirements. The Contractor must take steps to ensure that their employees and Sub-Contractors comply with all of the requirements. Any unauthorized variations or substitutions will result in the Contractor being required to remove and redo all non-compliant Work. The Contractor shall be responsible for all costs, repairs, fines, penalties, delays, legal expenses, and damages resulting from omission or unauthorized changes in design, materials, specification, CQA acceptance limits, or otherwise fails to perform in compliance with the facility's permit(s) and this Contract.
- 2.3 The Work shall be done in accordance with the Ohio EPA Permit-to-Install for the facility's expansion area, the project Construction Drawings, and the project Technical Specifications. The Contractor shall perform all Work in safe and professional manner using a standard of care consistent within industry standards for county and municipal solid waste disposal facility construction. The Contractor shall abide by the specific provisions of the approved Ohio EPA Permit and all other provisions set forth and referenced in the Project Manual.
- 2.4 The Contractor shall furnish all qualified labor and supervision, required materials, tools, equipment, testing, insurance and incidentals that are necessary to complete the Work in a safe, proper, complete and acceptable manner in accordance with the Facility's approved permits, the project Construction Drawings, and the project Technical Specifications. No changes in the design, materials, specifications, CQA requirements and schedule will be made unless specifically authorized and a written acknowledgement is signed and dated by the Engineer and Owner or his representative, and provided to the Contractor. It should be noted that a request for any change must be made in a timely manner that enables the Owner to obtain approval from Ohio EPA as required. The Contractor is not authorized to make any changes in design, materials or specifications unless the required written authorizations are obtained prior to any change. In the event that the Contractor makes any changes that violates or jeopardizes the compliance with the approved PTI, construction drawings, and technical specifications, or approval by Ohio EPA that results in not allowing the Owner to use the Cell and other structures covered by the Contract, the Contractor is solely responsible for all cost resulting from said



DEFIANCE COUNTY BOARD OF COMMISSIONERS
DEFIANCE COUNTY SANITARY LANDFILL
PHASES 8 AND 9 BAT CELLS AND SUPPORT STRUCTURES CONSTRUCTION

changes including but not limited to legal, regulatory, fines, penalties, demolition, construction, corrective action, damages and all cost related to actions necessary to meet the completion of the Work before or on the schedule specified by this Contract.

- 2.5 Nothing within this Document relieves the Contractor of the responsibility to construct BAT Cells Phases 8 and 9 in accordance with the Facility's approved permits, the project Construction Drawings, the project Technical Specifications, Bidding Documents, and/or this Contract.

3. GENERAL DESCRIPTION OF WORK

- 3.1 Work to be performed for this Contract includes the construction of BAT Cells Phases 8 and 9. BAT Cells Phases 8 and 9 consist of approximately 10.8 acres of Cell construction.

3.2 General Description of the Specific Work Items

A. Mobilization/Site Preparation

1. Move all the equipment and supplies and obtain the various services the Contractor requires to make his offices and temporary facilities operational. Setup the Contractor's area for offices, employees, parking and other requirements of this Project's Bidding Documents.
2. Provide equipment, materials, labor and other items for preparation of the Work.
3. Install temporary construction access road(s), drainage ditches, and associated structures necessary to do the Work.
4. Install surface water and erosion control measures to keep the Work areas, including the borrow grid areas, free of ponding waters and sediments that may cause delays or problems for performance of the Work. Prevent sediments from leaving the Work Site.
5. Complete any necessary survey tasks required to perform the Work.
6. Provide the required submittals to the Engineer and/or Owner.
7. Contact Ohio Underground Utility Services (OUPS) and confirm any activities for them to identify and mark all underground utilities prior to any construction.

B. BAT Cells Phases 8 and 9 Construction

(The order of the Work listed below is not intended to be the required order the Contractor must follow.)

1. Perform survey services as necessary to complete the Work as required by the Construction Plans and Technical Specifications.
2. Prepare the subgrade in Phases 8 and 9 to meet the required elevations, contours, grades, and dimensions as shown on the construction drawings in preparation of the recompacted soil liner (RSL) construction. As needed, any additional soils necessary to be removed to meet minimum design grades are to be stockpiled at a location designated by the Owner's representative or the Engineer. Areas requiring additional soil to meet minimum design grades shall be filled with structural fill.
3. On Site **non-prequalified** soils are to be used by the Contractor to construct berms, access road(s), ramps, storage pads, and other components that are not considered RSL or structural fill. The location of the soil material is shown on the Construction Drawings and will be modified as necessary by the CQA Consultant.
4. Obtain the Engineer and CQA Consultant approval of the engineered sub grade via acceptable proof-rolling of the sub grade or moisture/density testing if required.



DEFIANCE COUNTY BOARD OF COMMISSIONERS
DEFIANCE COUNTY SANITARY LANDFILL
PHASES 8 AND 9 BAT CELLS AND SUPPORT STRUCTURES CONSTRUCTION

5. Construct and install the RSL in accordance with the project Construction Drawings and Technical Specifications. The construction shall be done using the preapproved soil left in-situ in Phases 8 and 9. The Best Fit Line of Optimums method will be used to certify the soil liner construction. Lifts shall be constructed in loose lifts and compacted using approved equipment making a minimum number of passes as outlined by the test pad report and until the required specifications are met. The Engineer or CQA Consultant must approve each lift prior to construction of the next lift.
6. Once the RSL has been completed, prepare a smooth sub base in Phases 8 and 9 in preparation for placement of geomembrane on top of the engineered soil components. The sub base will be inspected by the CQA Consultant and the Geosynthetics Installer just prior to installation of the geomembrane. All stones, debris, litter, or sharp objects that may scratch or otherwise damage the geomembrane must be removed and/or repaired prior to inspection of the RSL surface.

After the surface preparation has been found acceptable, the Geomembrane Installer will provide the Engineer written approval of the geomembrane subgrade. If the Geomembrane Installer denies the approval, the Contractor and Engineer will determine what must be done to obtain the Geomembrane Installer's approval. If the denial is based on the appearance or CQA data for the RSL, the Contractor shall make the appropriate correction, including removing and reconstructing at no cost to the Owner, any portion of the RSL the Geomembrane Installer has determined to be unacceptable. It is very important that the RSL is constructed correctly; that the moisture and compaction requirements are met and maintained; that CQA results demonstrate compliance with the applicable specifications and requirements; and the RSL surface is prepared for the inspection prior to the Geomembrane Installer's arrival.

7. After approval to proceed is received, install geomembrane liner in accordance with the project's Construction Drawings and Technical Specifications. The liner material consists of 60 mil textured HDPE liner. This material must comply with the minimum specifications for liner.
8. After liner is installed in accordance with the applicable specifications and requirements, and properly inspected, tested, and approved by the Engineer, install the geotextile cushion layer in accordance with the project's Construction Drawings and Technical Specifications. Ohio EPA may want to inspect the geomembrane liner prior to installation of the geotextile cushion layer. If this is required, the Contractor must wait for Ohio EPA to inspect and receive approval from the Engineer prior to commencing further work above the geomembrane liner.
9. After geotextile cushion layer is installed in accordance with the applicable specifications and requirements, and properly inspected, tested, and approved by the Engineer, install the LCRS in accordance with the project's Construction Drawings and Technical Specifications. This includes bedding, drainage material, piping and conveyance and removal equipment.
10. After the LCRS is installed in accordance with the applicable specifications and requirements, and properly inspected, tested, and approved by the Engineer, install the geotextile filter layer in accordance with the project's Construction Drawings and Technical Specifications.

C. Other Work

The Owner may require additional construction tasks or projects. These have not been defined; therefore, for the purpose of cost, there are additional Unit Price items listed in the Bid Form. These Unit Prices should be provided by the Contractor. Unit Prices should be priced as "installed and operational" meaning to include cost for electrical, etc. Unit Prices will be used to reimburse the Contractor for the additional Work.

D. Perimeter Access Roadway



DEFIANCE COUNTY BOARD OF COMMISSIONERS
DEFIANCE COUNTY SANITARY LANDFILL
PHASES 8 AND 9 BAT CELLS AND SUPPORT STRUCTURES CONSTRUCTION

- E. If not already completed by the Owner, construct a 30-foot-wide perimeter road extending the existing road at the southwest corner of Phase 7 to the south on the west side of Phases 8 and 9 and south side of Phase 9 in accordance with the Construction Plans and Technical Specifications.
 - F. Construct drainage ditches, swales and structures as necessary for proper drainage of the area including roadway and adjacent lands as indicated on Construction Plans. Drainage is to be gravity flow (non-mechanical).
- 3.3 The Work must be carried out and maintained in accordance with General Contract Description in this document, construction drawings, technical specifications, approved permits, and other portions of the Bidding Documents. The Contractor shall not change, substitute, or omit any design, specification, material, performance standard, required equipment, or anything else specified in the Bidding Documents, Permit to Install, Technical Specifications, or Construction Drawings. The Contractor shall request in writing from the Engineer and Owner all design, specification, material deviations from the Permit to Install, Technical Specifications, or Construction Drawings. No change is to be made until the Contractor receives a written authorization signed and dated by the Engineer and Owner's Representative. Any materials or Work that are determined to be non-compliant with the Permit-to-Install, Technical Specifications, or Construction Drawings must be removed, replaced and approved by the Owner's Representative at no additional cost to the Owner.
- 3.4 The Contractor will be responsible for all damage its operations, actions, inaction, personnel, or Sub-Contractors cause to any portion of the facility, including existing structures, landfill appurtenances (access roads, liner or cover systems, gas collection and conveyance systems, leachate collection and conveyance systems, or gas and groundwater monitoring wells), regardless of the circumstances. The Contractor shall immediately repair any and all damage to the satisfaction of the Owner at no additional cost to the Owner.
- 3.5 The Contractor will be responsible for all storm water management, dewatering, silt and sediment control, and repairs required due to precipitation, freezing or other weather events within the limits of operation and construction that directly or indirectly affect the Contractor's ability to perform the Work. The Contractor shall include these costs in its prices. The Contractor shall be responsible for all dust control and maintaining haul roads in accordance with the landfill's permit(s), and operational guidelines. Ohio EPA inspectors will routinely monitor the construction activity; therefore the Contractor must employ methods and procedures to minimize fugitive dust generation that could cause the inspector to cite the facility with an air permit violation, or cause construction work delays.



DEFIANCE COUNTY BOARD OF COMMISSIONERS
DEFIANCE COUNTY SANITARY LANDFILL
PHASES 8 AND 9 BAT CELLS AND SUPPORT STRUCTURES CONSTRUCTION

4. CONTRACT

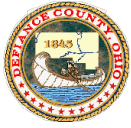
4.1 DEFINITIONS

Terms used in these Instructions to Bidders shall have the meanings assigned to them in the General Conditions and in the Supplementary Conditions, if any. Additional terms used in these the Contract Documents shall have the meanings indicated in Engineers Joint Contract Documents Committee (EJCDC C-7) Standard Conditions of the Construction Contract.

- A. *Agreement* means the agreement entered into between the Owner and the Contractor in the form set forth in Appendix A to the Bidding Documents and includes all the Contract Documents. It is used interchangeably with the term "Contract."
- B. *Best Available Technology (BAT)* means control technology that may utilize combinations of work practices, specifications, equipment, design, limitations and procedures that provides environmental protection levels accepted by the director of Ohio EPA.
- C. *Bid Security* means a bid guaranty meeting the requirements of Ohio Revised Code §153.54. *Bid Guaranty* means the bond set forth in Appendix C of the Bidding Documents.
- D. *Bid Documents and Bidding Documents* both mean documents that have been supplied to the Contractor by the Owner and the Engineer for purposes of submitting the Bid. These include all of the documents listed in the Table of Contents, including, but not limited to, Notice to Bidders, Instructions to Bidders, General Conditions, Contract Forms, Contract Requirements, Technical Specifications, Construction Drawings, Permits, Studies and all of the documents set forth in the Appendices included in the Bidding Documents.
- E. *Cell* means the engineered liner and leachate collection and removal systems within Phases 8 and 9 and all other necessary support structures constructed in accordance with the Contract Documents to allow the Owner to place waste within the limits of Phases 8 and 9 in accordance with Ohio EPA regulations and authorizations.
- F. *Change Order* means a written instrument that creates a Change in the Work prepared by the Contractor, the Owner or the Engineer and signed by the Owner, Contractor and Engineer stating their agreement upon all of the following: (a) the Change in the Work; (b) the amount of the adjustment, if any, in the Contract Sum; and (c) the extent of the adjustment, if any, in the Contract Time. For consideration of approval, the request for a Change Order requires a description of what is causing the request, the reason for the request, the amount of the cost, if any for the Change in the Work, justification for causing such a change, and written approval from the Owner authorizing the change.

An approved Change Order will be written to the Contractor, signed by the Owner's contact and the Engineer, and issued after execution of the Contract, authorizing a change in the Work or an adjustment in the Contract Sum or the Contract Time. Only written and approved Change Orders will be accepted as Modifications to the Contract. Neither oral authorizations, nor approvals by, any other persons other than the Owner's representative will be valid or binding for the Owner.

- G. *Construction Change Directive* means a written order prepared by the Engineer and signed by the Owner directing a Change in the Work prior to agreement or adjustment, if any, in the Contract Sum and/or Contract Time. The Owner may by Construction Change Directive, without invalidating the Contract, order Changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions in the Work, with the Contract Sum and the Contract Time being adjusted accordingly.



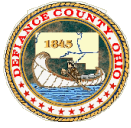
DEFIANCE COUNTY BOARD OF COMMISSIONERS
DEFIANCE COUNTY SANITARY LANDFILL
PHASES 8 AND 9 BAT CELLS AND SUPPORT STRUCTURES CONSTRUCTION

- H. *Clarification* means a document issued by the Engineer defining a problem and its solution. This does not authorize any change in Contract Sum or Contract Time. This is not a Change Order or a request for a change of Contract Sum or Time.
- I. *Construction Drawings* means the plan drawings and detail sketches issued by the Engineer included in the Contract Documents depicting the systematic construction of the Cell and support structures.
- J. *Construction Quality Assurance Consultant* means The Mannik & Smith Group, Inc. (MSG). MSG is located at 1800 Indian Wood Circle, Maumee, Ohio 43537. The phone number is (419) 891-2222.
- K. *Contract* means the same as Agreement.
1. This Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Change Order as defined in **Sub-paragraph 3.1.F**
 2. The Contract may be amended or modified only by a Modification as described in the Bid Documents. All items identified as Contract Documents in **Section 00030 - Table of Contents** and the Owner-Contractor Agreement Form, including all Addenda issued prior to and all Modifications issued after execution of the Contract.
 3. The Contract Documents shall not be construed to create any contractual relationship between the Engineer and the Contractor; however, the Engineer shall be entitled to performance of obligations intended for his benefit, and to enforcement thereof.
 4. Nothing contained in the Contract Documents shall create any contractual relationship between the Owner or the Engineer and any Sub-Contractor, or Sub-Sub-Contractor.
- L. *Contract Sum* means the sum stated in the Owner-Contractor Agreement and includes authorized adjustments thereto; it is the total amount payable by the Owner to the Contractor for the performance of the Work under the Contract Documents. The Contract Sum may be changed only by Change Order. A Change Order signed by the Contractor indicates his Agreement therewith, including the adjustment in the Contract Sum.
- M. *Contract Time* means the period of time allotted in the Contract Documents for Substantial Completion of the Work between the Date of Commencement and Date of Substantial Completion, including authorized adjustments thereto. The Contract Time may be changed only by a Change Order. A Change Order signed by the Contractor indicates his Agreement therewith, including the adjustment in the Contract Time.
- N. *Contractor* means the person or entity identified as such in the Owner-Contractor Agreement. The term *Contract* is also used in the Contract Documents to refer to another contractor who has executed an Owner-Contractor Agreement with the Owner for other work on the Project.
- O. *Date of Commencement* means the date established in the Notice to Proceed. If there is no Notice to Proceed, it shall be the date of the Owner-Contractor Agreement or such other date as may be established therein.
- P. *Day* means calendar day.
- Q. *Engineer* means qualified Professional Engineer licensed in the State of Ohio and employed by The Mannik & Smith Group, Inc. (MSG).
- R. *Facility* means the same thing as Site.



DEFIANCE COUNTY BOARD OF COMMISSIONERS
DEFIANCE COUNTY SANITARY LANDFILL
PHASES 8 AND 9 BAT CELLS AND SUPPORT STRUCTURES CONSTRUCTION

- S. *Governing Authority* means all federal, state, local laws, and regulations applicable to this project as well as the expansion Permit-to-Install issued by the State of Ohio to the Defiance County Board of Commissioners.
- T. *Modification* means a change in the Work as evidenced by a Change Order, Construction Change Directive or order for a minor change in the Work, subject to provisions in the Contract Documents.
- U. *Notice-To-Proceed* means written notice from the Owner to commence the Work. The Notice-to-Proceed shall be considered coincident with the execution of Agreement in the event a separate Notice-to-Proceed is not issued.
- V. *Owner* means the Defiance County Board of Commissioners located at 500 Court Street, Suite A, Defiance, Ohio 43512. The phone number is (419)-782-4761. For the purpose of this Contract and the Work, all contacts with the Owner shall be made to the Owner's Contact, Tim Houck, Director of Environmental and Administrative Services, 500 Court Street, Suite E, Defiance, Ohio 43512. Phone: (419)782-5442.
- W. *Owner-Contractor Agreement* means the same thing as Agreement.
- X. *Permit to Install (PTI)* means a permit issued by the Director of Ohio EPA that authorizes the Owner to establish and/or modify the facility. The permit contains the minimum requirements and specifications governing construction and operation of the facility. PTI includes solid waste, air, and surface water permits.
- Y. *Project* means the total construction of which the Work performed under the Contract Documents may be whole or a part.
- Z. *Project Manual* means the volume of documents consisting of the Contract Documents.
- AA. *Proposal Request* means a document issued by the Engineer requesting a proposal for a change in the Work.
- BB. *Provide* means to furnish, install, and pay all cost for.
- CC. *Site* means the Defiance County Sanitary Landfill Facility including the areas delineated in the Contract Documents as Phases 8 and 9.
- DD. *Sub-Contractor* means a person or entity that has a direct contract with the Contractor to perform any of the Work and includes a Sub-Contractor or his authorized representative. A Sub-Contractor is also a person or entity who has a direct or indirect contract with another Sub-Contractor to perform any of the Work. The term Sub-Contractor includes:
1. "Supplier": Supplies products to the Project
 2. "Installer": Installs, applies, erects products at the Site
 3. "Manufacturer": Original source of a product
 4. "Fabricator": Assembles products off-Site
 5. "Professional Service": Provides operating, maintenance, laboratory or other services for the Project.
- EE. *Substantial Completion* means the date when the Engineer is able to certify that construction of the Work is sufficiently complete, in accordance with the Contract Documents, so that the Owner can have Ohio EPA conduct their final compliance with the permit inspection, and the Work is accepted by Ohio EPA and Unrestricted Ohio EPA Authorization is obtained from Ohio EPA for the Owner to use the Cell for its intended purpose.



DEFIANCE COUNTY BOARD OF COMMISSIONERS
DEFIANCE COUNTY SANITARY LANDFILL
PHASES 8 AND 9 BAT CELLS AND SUPPORT STRUCTURES CONSTRUCTION

- FF. *Successful Bidder* means the Bidder who is issued a Notice of Award by the Owner.
- GG. *Technical Specifications* means the construction specifications issued by the Engineer included in the Contract Documents for all the engineered components for Phases 8 and 9 as well as all necessary support structures.
- HH. *Unrestricted Ohio EPA Authorization* means Ohio EPA authorizes the Owner to use the Cell as a disposal unit without restriction, including all other constructed structures under this Contract.
- II. *Work* means the complete construction required by the Contract Documents, including all necessary supervision, labor, materials, supplies, services, testing, insurance, and equipment incorporated or to be incorporated in such construction.

4.2 EXECUTION, CORRELATION AND INTENT

- A. By executing the Contract, the Contractor represents that he has visited the Site, familiarized himself with the local conditions under which the Work shall be performed, and correlated his observations with the requirements of the Contract Documents.
- B. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. Work not covered in the Contract Documents will be required if it is consistent therewith and is reasonably inferable there from as being necessary to produce the intended results. In case of a discrepancy among the Construction Drawings, Technical Specifications, or other Engineering documents, the strongest, the larger quantity or better quality, as determined by the Engineer shall govern. If an item is shown on the Construction Drawings, but not specified, the Contractor shall provide the item of a quality similar to other items specified, as determined by the Engineer. If an item is specified, but not shown on the Construction Drawings, it shall be located as directed by the Engineer.
- C. The Construction Drawings are indications of the design intent, as well as specific instructions. The "details" show the intent of all similar areas. If questions arise about the construction of an area not specifically detailed, consult the Engineer, who will provide further sketches or instructions. Such further documentation shall not alter the Contract Sum.
- D. All instructions in the Contract Documents are directed to the Contractor. It is his responsibility to execute, assign, control, enforce, maintain, and coordinate the requirements of each Contract Document with his Sub-Contractors.

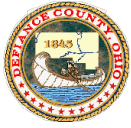
5. OWNER

5.1 DEFINITION

- A. The Owner's Representative is Warren Schlatter, P.E., P.S. County Engineer and/or the contact person as designated by the Owner's representative.
- B. The Owner's Representative, with assistance from the Engineer and the CQA Consultant, shall administer this Contract on the Owner's behalf.

5.2 OWNER'S SERVICES

The Owner shall, at the request of the Contractor, at the time of execution of the Owner-Contractor Agreement, furnish to the Contractor reasonable evidence that he has made financial arrangements to fulfill his obligations under the Contract. Unless such reasonable evidence is furnished, the Contractor is not required to execute the Owner-Contractor Contract or to commence the Work.



DEFIANCE COUNTY BOARD OF COMMISSIONERS
DEFIANCE COUNTY SANITARY LANDFILL
PHASES 8 AND 9 BAT CELLS AND SUPPORT STRUCTURES CONSTRUCTION

5.3 OWNER - SUPPLIED MATERIALS

- A. On Site **prequalified** soils (Ohio EPA approved soil for construction of recompacted soil liner and structural fill) are to be used by the Contractor to construct the recompacted soil liner (RSL) and structural fill in the BAT Cells Phases 8 and 9 in accordance with the Facility's approved permits, the project's Construction Drawings, and the project's Technical Specifications. The location of the soil material is within the Phases 8 and 9 footprints, as shown on the Construction Drawings and will be modified as necessary by the CQA consultant.
- B. On Site **non-prequalified** soils are to be used by the Contractor to construct berms, access road(s), ramps, storage pad(s), and other components that are not considered RSL or structural fill. The location of the soil material is shown on the Construction Drawings and will be modified as necessary by the CQA Consultant.
- C. On Site non-potable pond water (as available) may be used for soil conditioning, dust control, and other construction needs where untreated non-potable water is acceptable for said purpose at no additional charge. Please note, the landfill facility is subject to Ohio EPA air permit requirements that prohibit exceeding the facility's fugitive dust emission limits. Therefore, the Contractor shall control dust and particulates to the best of his ability within the Work Site and along all internal roads used by the Contractor or his Sub-Contractors.
- D. Potable water from an off-site fire hydrant is available. The Contractor shall be responsible for obtaining approval from the City of Defiance to use the fire hydrant for water supply. The Contractor shall obtain from the City of Defiance the hydrant connector and a flow meter. The Contractor shall be responsible for all costs associated with use of this fire hydrant, including the cost for water used. The Contractor shall be responsible for maintaining the security of the fire hydrant and pumping and transporting of the water to the Work Site.

The Contractor shall be responsible for and shall supply all other supplies and materials required for this Project.

5.4 OWNER - SUPPLIED SERVICES

- A. The Owner will provide the Contractor access to the Site that will be separate and apart from the Facility's main gate. The main gate shall not be used by the Contractor or its Sub-Contractors. The Contractor shall enforce proper safety for entering and leaving the facility to avoid accidents. Canal Road is a public roadway and due care must be taken because of other commercial and non-commercial traffic using this road. Parking within or along Canal Road's right of way is prohibited and subject to parking citation from the City and County. All fines or accidents caused by violation of local traffic laws, and/or local, state and federal laws are the obligation of the Contractor and the Owner is not responsible for any costs or legal support. This access gate will be locked with a chain and common pad lock that the Owner, Engineer, CQA Consultant and Contractor will have keys to open. The Contractor is responsible to lock this gate at the end of each day to ensure that no unauthorized person can enter.
- B. The Owner will provide an adequate storage area and equipment parking area within the vicinity of the Work construction area. Parking for the Contractor and Sub-Contractors will be provided near the Work area. No parking is permitted at any other location than this assigned area.
- C. The Owner will provide the following Site documents and equipment that the Contractor will review with its employees and Sub-Contractor's employees in the Contractor's daily Site safety meeting and/or other Work Site orientation meetings.
 - 1. Defiance County Sanitary Landfill Facility Rules



DEFIANCE COUNTY BOARD OF COMMISSIONERS
DEFIANCE COUNTY SANITARY LANDFILL
PHASES 8 AND 9 BAT CELLS AND SUPPORT STRUCTURES CONSTRUCTION

2. Defiance County Sanitary Landfill Facility Safety Rules & Emergency Plan
3. Defiance County Sanitary Landfill Site Map
4. Defiance County hand held portable radio for emergency communications with the landfill facility personnel.

The Contractor shall ensure that all of its employees and Sub-Contractors are familiar with the contents of these documents and use of the radio for emergencies. The Contractor shall post these documents on the Contractor's safety bulletin board (Board shall be located at the entrance to the Work area or within the employees' break area).

- D. The CQA Consultant shall provide initial survey control points for the Contractor's surveyor. The Contractor shall provide all other survey services and requirements, including staking and elevations for construction of Phases 8 and 9.
- E. The Owner will provide a specific contact person on Site during all normal Work hours. This contact person may be the Engineer, CQA Consultant, Owner, or Owner's representative. The Contractor shall not seek information or guidance from any other on-site personnel. No other on-site personnel has the authority to provide information, guidance, approvals or any other input pertaining to the Work, Ohio EPA Permits, design, Construction Drawings, Technical Specifications, materials, equipment, schedules, CQA and other similar information. Using information or approvals from anyone other than the specified contact person shall not be binding for the Owner, and any costs resulting from the Contractor relying on or using from an unauthorized person shall be the sole responsibility and obligation of the Contractor.
- F. The Owner's CQA Consultant will perform, independently from the Contractor's Surveyor, record surveys for each of the following surfaces within the construction limits of Phases 8 and 9. The record surveys shall be used for quantity verification and payment.
 1. Preconstruction grades
 2. Top and bottom of structural fill
 3. Cut/fill volumes for Phases 8 and 9 subgrade
 4. Bottom of RSL grades
 5. Top of RSL grades
 6. Top of LCS grades
 7. Thickness verification for each of the engineered components
 8. Panel layout of geomembrane liner
 9. Periodic borrow soil measurements
 10. Surface water diversion berms
 11. LCS pipe invert elevations
 12. LCS pipe locations
 13. Other miscellaneous topographic surveys as deemed necessary by the CQA Consultant.
- G. The Owner will provide Work approvals when the Contractor has completed Work in accordance with all requirements and specifications described within the Contract.



DEFIANCE COUNTY BOARD OF COMMISSIONERS
DEFIANCE COUNTY SANITARY LANDFILL
PHASES 8 AND 9 BAT CELLS AND SUPPORT STRUCTURES CONSTRUCTION

- H. Except as provided elsewhere in the Contract Documents, the Owner shall secure and pay for approvals, easements, utility charges, assessments, and charges required for the construction, use, or occupancy of permanent structures, or for permanent changes in existing facilities.
- I. Information and services shall be furnished by the Owner with reasonable promptness to avoid delay in the orderly progress of the Work.
- J. The Owner shall forward all instructions to the Contractor through the designated contact person.
- K. The Owner may perform certain services or provide materials to be incorporated into the Work. The Contractor shall cooperate with the Owner to coordinate, schedule, and facilitate the inclusion of any Work to be provided by the Owner.

5.5 RIGHT TO STOP THE WORK

If the Contractor fails to correct defective Work as required or fails to carry out the Work in accordance with the Contract Documents, the Owner, by a written order signed personally or by an agent specifically so empowered by the Owner in writing, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Owner to stop the Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

5.6 RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within 7 days after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, after 7 days following receipt by the Contractor of an additional written notice and without prejudice to any other remedy he may have, correct such deficiencies at the Contractor's cost. In such case, an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for additional professional services.

6. ENGINEER

6.1 DEFINITION

- A. The Mannik & Smith Group, Inc. is providing engineering services for the construction project
- B. The Project Manager and primary point of contact for The Mannik & Smith Group, Inc. will be Ed Merriman. Office: (419) 891-2222; Cell: (419) 279-5178; Fax (419) 891-1595; and e-mail: emerriman@manniksmithgroup.com.

6.2 ADMINISTRATION

- A. The Engineer will provide assistance to the Owner in the administration of the Contract as hereinafter described.
- B. The Engineer will be the Owner's technical representative during construction and until final payment is due. The Engineer will advise and consult with the Owner. The Owner's instructions to the Contractor shall be forwarded through the Engineer. The Engineer will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.
- C. The Engineer will visit the Site at intervals appropriate to the stage of construction to familiarize himself generally with the progress and quality of the Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. However, the Engineer is not required to make exhaustive or continuous on Site inspections to check the quality or quantity of the Work. On the



DEFIANCE COUNTY BOARD OF COMMISSIONERS
DEFIANCE COUNTY SANITARY LANDFILL
PHASES 8 AND 9 BAT CELLS AND SUPPORT STRUCTURES CONSTRUCTION

basis of his on Site observations as an Engineer he will keep the Owner informed as to the progress of the Work, and will endeavor to protect the Owner against defects and deficiencies in the Work of the Contractor. The Engineer does not have control of the construction schedule.

- D. The Engineer, CQA Consultant and Owner will not be responsible for, and will not have control or charge of, construction means, schedules, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, and they will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Engineer, CQA Consultant and Owner will not be responsible for, or have control or charge over, the acts or omissions of the Contractor, Sub-Contractors, any of their agents or employees, or any other persons performing any of the Work.
- E. The Engineer and CQA Consultant shall at all times have easy and safe access to the Work whenever it is in preparation or progress.
- F. Based on the Engineer, CQA Consultant, and Owner's observations and an evaluation of the Contractor's Applications for Payment, the Owner will determine the amounts owed to the Contractor and will issue certificates for payment.
- G. The Engineer will be the interpreter of the requirements of the Contract Documents and the judge of the performance by both the Owner and Contractor.
- H. Claims, disputes, and other matters in question between the Contractor and the Owner relating to the execution or progress of the Work or the interpretation of the Contract Documents shall be referred initially to the Engineer for decision, which he will render, in writing, within a reasonable time.
- I. All interpretations and decisions of the Engineer shall be consistent with the intent of, and reasonably inferable from the Contract Documents, and will be in writing or in the form of Drawings. In his capacity as interpreter and judge, the Engineer will endeavor to secure faithful performance by both the Owner and the Contractor. The Engineer will not show partiality to either, and will not be liable for the result of any interpretation or decision rendered in good faith in such capacity.
- J. The Engineer will have authority to reject Work which does not conform to the Contract Documents. Whenever, in his opinion, he considers it necessary or advisable for the implementation of the intent of the Contract Documents, the Engineer will have the authority to require special inspection or testing of the Work, whether or not such Work is then fabricated, installed, or completed. However, neither the Engineer's or the CQA Consultant's authority to act under this subparagraph nor any decision made by him in good faith, either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the Engineer to the Contractor, any Sub-Contractor, any of their agents or employees, or any other persons performing any of the Work.
- K. The Engineer will assist the Owner in the preparation of Change Orders and will have authority to order minor changes in the Work.
- L. The Engineer will review and take action upon the Contractor's submittals.
- M. The Engineer will conduct inspections to determine the Dates of Substantial Completion and final completion, and will issue a final certificate for payment.
- N. The Engineer, with the approval of the Owner, will have authority to issue Construction Change Directives.



DEFIANCE COUNTY BOARD OF COMMISSIONERS
DEFIANCE COUNTY SANITARY LANDFILL
PHASES 8 AND 9 BAT CELLS AND SUPPORT STRUCTURES CONSTRUCTION

6.3 CONSTRUCTION QUALITY ASSURANCE (CQA) CONSULTANT

- A. The Mannik & Smith Group, Inc., 1800 Indian Wood Circle, Maumee, Ohio 43537, (419) 891-2222 has been contracted by the Owner to perform Construction Quality Assurance services (CQA) on behalf of the Owner during this Project.
- B. The CQA consultant shall assist the Engineer and Owner with the Administration Duties listed in **Article 5.2 ADMINISTRATION**.
- C. The CQA consultant will provide daily inspections for the Owner including construction, materials, personnel, equipment, services and volumes. The CQA consultant is not performing the inspections required by this Contract for the Contractor.
- D. The CQA consultant shall monitor the construction activities and conduct the required CQA testing described in the Permit's QA/QC Plan, and other Ohio EPA requirements. The determination of the CQA consultant pertaining to all regulated and/or CQA acceptability shall be the basis of all approvals of Work.
- E. The CQA consultant will provide the Contractor information pertaining to appropriate locations for soil borrow, compaction specifications, compaction testing, compaction testing results, and test acceptance criteria.

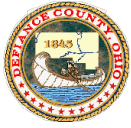
7. CONTRACTOR

7.1 REVIEW OF CONTRACT DOCUMENTS

- A. The Contractor shall carefully study and compare the Contract Documents and shall at once report to the Engineer any inconsistency, omission, or error he may discover. The Contractor shall perform no portion of the Work at any time without Contract Documents or without specific written instructions from the Engineer.
- B. Do not scale the Construction Drawings. Follow indicated dimensions. In case of discrepancy in the figures, or if dimensions are lacking, bring the matter to the attention of the Engineer for his decision before proceeding with the Work. Failure to follow this procedure shall be at the Contractor's own risk, and the Engineer's decision shall be final.

7.2 CONTRACTOR'S SERVICES, MATERIALS and PROCEDURES

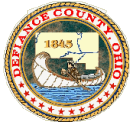
- A. The Contractor and its Sub-Contractors shall provide for the complete construction of the BAT Cells Phases 8 and 9 Work as described within these Contract Documents and the attachments, including all Addendum and referenced standards, rules and conditions. Omission of any requirement or specific reference does not relieve the Contractor and its Sub-Contractor the requirement to complete the Work that ensures the Work meets all requirements specified in accordance with the Facility's approved permits, the project Construction Drawings, the project Technical Specifications, and applicable constructions standards and practices. The Contractor shall provide/perform:
 - 1. All qualified labor and supervision, materials, supplies, services, tools, equipment, testing, shop drawings, insurance and incidentals that are necessary to complete the Work in a safe, proper, complete and acceptable manner in accordance with the Facility's approved permits, the project Construction Drawings, and the project Technical Specifications. No changes in the design, materials, specifications, CQA requirements and schedule will be made unless specifically authorized, and a written acknowledgement is signed and dated by the Engineer and Owner, and provided to the Contractor. It should be noted that request for any change must be made in a timely manner that enables the Owner to obtain approval from Ohio EPA as required. The Contractor is not authorized to make any changes in design, materials or specifications unless the required authorizations are obtained prior to any change. In the event that the Contractor makes



DEFIANCE COUNTY BOARD OF COMMISSIONERS
DEFIANCE COUNTY SANITARY LANDFILL
PHASES 8 AND 9 BAT CELLS AND SUPPORT STRUCTURES CONSTRUCTION

any changes that violates or jeopardizes the compliance with the approved PTI, Permits, Construction Drawings or Technical Specification, the Contractor is solely responsible for all cost resulting from said changes including but not limited to legal, regulatory, fines, penalties, demolition, construction, corrective action, damages and all cost related to actions necessary to meet the completion of the Work before or on the scheduled specified by this Contract.

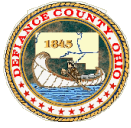
2. Field verification of all quantities, measures, capacities, and dimensions in the Construction Drawings prior to beginning construction.
3. All transportation, equipment, and labor required to supply, unload, stage, and protect the Work related to materials and equipment at the Site to ensure that it is secure from theft and damage.
4. All necessary facilities (i.e. construction/office trailer, electrical, sanitary, potable water, facsimile, telephone, fire extinguishers, first aid/emergency response etc.) as may be required by the Contractor to support the project. The Contractor must obtain written approval from the Owner for the location and space required for trailer(s), storage and parking prior to any mobilization to the Work Site. The Contractor will be responsible for the Site preparation and routine care and maintenance of the area to be used by the Contractor for trailer, storage and parking; and maintain the public roadways free from "tracking mud, dirt and other nuisance materials onto such roadways from the site.
5. All construction surveying services necessary to maintain horizontal and vertical control(s) during execution of all Work at the Site. The Contractor shall retain the services of a qualified Ohio licensed individual or firm, with demonstrated experience in construction surveying and staking. The Contractor must demonstrate to the Engineer that the individual or firm performing the survey(s) is qualified to do the Work.
6. All required construction surveying to construct BAT Cells Phases 8 and 9 and associated structures described as part of this Contract Work. At a minimum, the Contractor shall perform surveys of sufficient scope and frequency to ensure the construction is completed in accordance with the Facility's approved permits, the project Construction Drawings, and the project Technical Specifications.
7. A Health and Safety Plan (H&SP) to the Owner for the Work and Work Site prior to mobilization to the Work Site. The H&SP shall meet or exceed the minimum requirements of applicable OSHA standards for the type of Work to be performed at the Work Site. The Contractor shall conduct all Work and associated activities in a safe professional manner that provides protection of all personnel associated or involved with the Project or the Site (Contractor, Owner, Engineer, CQA Consultant, residents, visitors, customers and all others at the facility and within the surrounding areas).
8. Adequate and appropriate project support, including but not limited to invoicing, scheduling, coordinating, supervising, directing, monitoring quality, budget and progress, verifying, communicating and controlling, to complete the Work as required by the approved Ohio EPA Permit, Construction Drawings, Technical Specifications, and this Contract.
9. Construction and maintenance of all temporary surface water erosion and sediment control structures within the Work Area including soil stockpile areas, in accordance with "best management practices"; to comply with applicable federal, state and/or local regulations; and as required by the landfill facility's NPDES Permit.
10. Operation and maintenance of pumps and other equipment to properly manage storm water within the Work area(s). The Contractor shall provide all materials and utilize applicable procedures and techniques to prevent surface water run-on and control sedimentation/erosion within the Work



DEFIANCE COUNTY BOARD OF COMMISSIONERS
DEFIANCE COUNTY SANITARY LANDFILL
PHASES 8 AND 9 BAT CELLS AND SUPPORT STRUCTURES CONSTRUCTION

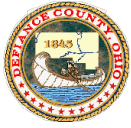
area(s).

11. Daily care and maintenance of all structural components within the facility and Work area(s) that is used by the Contractor including haul roads, ditches, etc. The Contractor shall provide for and routinely employ appropriate procedures and techniques to eliminate and/or minimize dust emissions as required by applicable federal, state or local regulations or ordinances, and the landfill facility's Air Permit(s).
12. Protection as necessary via barriers to prevent any intentional or accidental damage, blockage, movement, or in other way disturbance of any landfill monitoring structures including but not limited to groundwater wells, gas collection system components, electrical equipment/cables/wires, leachate system components, air monitoring equipment and safety equipment. The Contractor shall be responsible for any damage, replacement costs, rental fees, legal and regulatory expenses resulting from any action or lack of action caused by or as a result of the Contractor. The Contractor is responsible for protecting all of the existing structures within the Work area(s) and maintaining the integrity of the landfill monitoring systems components within the Work area limits to ensure the effective operation of all components and they are not damaged or otherwise compromised. The Contractor shall immediately notify the Engineer or Owner of any incident involving any and all existing structure and monitoring system components.
13. A written request for authorization prior to any clearing and grubbing trees and brush within the landfill facility. All trees and brush larger than 2-inches in diameter shall be chipped and stockpiled at an on-site location specified by the Owner's representative. These chips are owned by the Owner and should not be removed.
14. Waste removal and leachate management should waste and/or leachate be encountered during subgrade preparation. This shall be a separate pay item. Waste shall be removed in accordance with the project Technical Specifications. Adequate time and preparation for Ohio EPA inspection and approval of the subgrade and top of the RSL prior to any installation of any synthetic liner material.
15. Procurement, delivery, and storage for geosynthetic materials, including textured 60-mil high-density polyethylene (HDPE) geomembrane, cushion and filter geotextile, including coordination of pre-qualification, sampling, and conformance testing from the manufacturing facility.
16. Installation and protection of HDPE geomembrane including all necessary boots, liner framing, welding, repairs, and associated testing and documentation.
17. Layout and construction of temporary, interim and/or permanent storm water or leachate management berms, in the Cell in accordance with the Facility's approved permits, the project Construction Drawings, and the project Technical Specifications.
18. Construction, installation and protection of the leachate collection and removal system in accordance with the Facility's approved permits, the project Construction Drawings, and the project Technical Specifications. This includes but is not limited to the granular drainage layer, geotextile cushion and filter layers, perforated HDPE collection pipes.
19. Supply and install forcemain piping as indicated on the drawings. This includes trenching, bedding materials as well as dual contained HDPE pipes and fittings, warning tape and backfill in accordance with project specifications. During trench work, Contractor shall install Owner supplied electrical and fiber optic conduits. Contractor shall provide pull boxes as shown on the drawings.
20. Preparation, fertilization, and seeding and mulching of any disturbed areas adjacent to the Work area as directed by the Owner.



DEFIANCE COUNTY BOARD OF COMMISSIONERS
DEFIANCE COUNTY SANITARY LANDFILL
PHASES 8 AND 9 BAT CELLS AND SUPPORT STRUCTURES CONSTRUCTION

21. A full-time, experienced construction superintendent who shall direct and oversee all Work for the duration of the Project; shall interface directly with the Owner's representative, Engineer and CQA Consultant; and shall submit detailed construction logs on a regular basis to the Owner and CQA Consultant describing all completed Work and any outstanding issues.
8. OTHER WORK ITEMS
- 8.1 ALLOWANCE WORK ITEMS
- It is not anticipated that there will be landfill materials to be handled when preparing the tie-in to Phase 7. However, if either soil or waste is encountered and needs to be moved, the Contractor will carefully expose the tie-in and place soil and/or waste as indicated on the project drawings and specifications.
- 8.2 ALTERNATE WORK ITEMS
- A. Contractor is requested to provide the cost for supplying and installing both 10 ounce/square yard (oz/sy) and 12 oz/sy nonwoven geotextile cushion fabric. The Owner, in consultation with the Engineer will select the most appropriate cushion fabric to protect the 60 mil textured geomembrane liner from the size of granular material proposed to be supplied by the Contractor.
- B. In addition to the base scope of work described previously, the Contractor may be requested to perform alternate tasks. These tasks will be paid for on a unit cost basis, installed.
- 8.3 OPTIONAL ITEMS
- The Owner is requesting a cost per linear foot for installing optional leachate collection pipe cleanout risers as shown on the construction drawings. These cleanout risers will be in addition to the cleanout risers located adjacent to the sideslope riser pipes.
- 8.4 ADDITIONAL WORK ITEMS
- A. In addition to the base scope of work described, previously herein, the Contractor may be requested to perform tasks such as the following:
1. Manage leachate that may be encountered during re-grading or excavation activities during construction of the Cell. The Contractor shall assume that any leachate generated during excavation of the Cell may be disposed of through the existing leachate force main system connection at the Defiance County Landfill. Temporary storage and handling of any leachate remains the responsibility of the Contractor. This is on a time and materials basis according to pre-determined labor and equipment rates.
 2. Excavate and manage any solid waste encountered during tie-in exposure, re-grading or excavation activities during construction of the Cell. Waste shall be handled in accordance with the project Technical Specifications included in the Contract. The Contractor shall be paid on a per cubic yard basis as measured by survey and/or truck count. Any solid waste which is encountered during construction of the Cell shall be relocated to the active disposal Cell's working face. This does not apply to instances where there may be incidental amounts of solid waste, as determined by the Owner, co-mingled with soil that is being re-graded.
- 8.5 UNIT PRICES FOR OTHER WORK ITEMS
- A. The Contractor is expected to provide appropriate unit prices considering the scope of Work described and the allowance, alternate and additional Work items described in this Section. The Contractor shall also provide time and materials rates for labor, supervision, materials, tools,



DEFIANCE COUNTY BOARD OF COMMISSIONERS
DEFIANCE COUNTY SANITARY LANDFILL
PHASES 8 AND 9 BAT CELLS AND SUPPORT STRUCTURES CONSTRUCTION

equipment, insurance and incidentals required to complete other, as yet, undetermined tasks which may be necessary to meet Project's objectives. Unit prices and rates shall be provided and agreed upon between the Contractor and the Owner, prior to execution of a Contract.

9. SERVICES TO BE FURNISHED BY CONTRACTOR AND LINER SUB-CONTRACTOR

9.1 GEOSYNTHETIC SUB-CONTRACTOR

- A. The Contractor and geosynthetic Sub-Contractor shall be responsible for installing the geomembrane components and geotextile products.
- B. The Contractor and Sub-Contractor shall allow for inspection by the Engineer, CQA Consultant, Ohio EPA, and Owner of finished components installed by the Contractor or Sub-Contractor. Prior to liner and geotextile placement, Ohio EPA may inspect and approve the prepared surface for geosynthetic deployment. The Contractor must provide written approval from the Geomembrane installation Sub-Contractor prior to placing geosynthetic materials above the prepared surface.

9.2 COORDINATION BETWEEN CONTRACTOR AND GEOSYNTHETIC SUB-CONTRACTOR

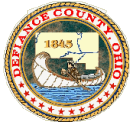
- A. The Contractor shall include all construction activities performed by the Sub-Contractor in the Contractor's construction logs describing the Work performed by the Sub-Contractor.
- B. Before any installation of geosynthetic liner begins, the Contractor and Sub-Contractor shall carefully check all drawings and specifications for each trade and job condition. Any lack of coordination between their Work, other Contractors, Construction Drawings, Technical Specifications, or job conditions shall be immediately reported to the Owner's representative and Engineer in writing. If the Contractor fails to call out such conflict or lack of coordination between other Contractors, Construction Drawings, Technical Specifications, or job conditions to the Owner's representative and Engineer's attention before any Work is done, it will be assumed that no conflict or lack of coordination exists, and that all specified milestones contained in the approved baseline schedule will be met.
- C. Notwithstanding the above, every attempt will be made by Contractor and Geosynthetic Sub-Contractor to ensure well-coordinated operations and construction activities during the Project.
- D. Contractor and Geosynthetics Sub-Contractor(s) must work with the Engineer to provide pre-construction samples of the geosynthetic materials to facility pre-qualification interface friction and other conformance testing as required by Ohio EPA regulations, the QA/QC Plan and Project Specifications.

9.3 SCHEDULE

- A. Timely completion of the Work that is required for this Contract is essential. The selection of the Successful Bidder may be determined by his schedule as well as his BAT construction experience/qualifications and Bid amount. The Contractor shall provide a detailed schedule, upon submission of a Bid that identifies specific Project tasks or a Work breakdown schedule, estimated duration and relationship of tasks, milestones, and resources.
- B. The construction of Phases 8 and 9 Bat Cells and Support Structures Construction is to be completed September 30, 2026.

9.4 CONSTRUCTION SURVEY WORK

- A. The Contractor shall protect and preserve the established reference control points and/or monuments. Under no circumstances shall an established reference control point be removed or disturbed by the Contractor without written authorization of the Owner and only when the Owner's surveyor is present.



DEFIANCE COUNTY BOARD OF COMMISSIONERS
DEFIANCE COUNTY SANITARY LANDFILL
PHASES 8 AND 9 BAT CELLS AND SUPPORT STRUCTURES CONSTRUCTION

- B. Whenever any established reference point, is lost, destroyed or requires to be relocated, the Contractor shall at his own expense employ the services of a registered land surveyor in the State of Ohio to establish, reset, accurately relocate and replace all such points so lost, destroyed or moved. This shall be done only in the presence of the Owner's Surveyor. The Contractor will reimburse to the Owner the cost for the Owner's Surveyor.
- C. The Contractor shall provide the field forces necessary to layout and verify the location, alignment, elevation and grade of the Work as shown, or described, in the Contract Documents.
- D. The Contractor shall use competent personnel and suitable equipment to accurately layout and maintain the Work. Sufficient grade stakes shall be set by the Contractor to ensure that grading, excavation, and placement of materials and structures conforms to the Contract documents.
- E. Should settlement of the landfill occur during construction, the minimum slopes as shown on the Contract drawings and the minimum required liner system or drainage layer thickness will control, rather than exact grades and lines, as specified and required by the Permit.
- F. Record surveys will be conducted by the CQA Consultant when the Contractor indicates an area is complete. Additional record surveying that is required due to an area not being at the required slope and/or thickness at the time of the Contractor's request for a record survey, will be performed at the Contractor's expense.

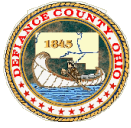
10. QUANTITY ESTIMATES

10.1 VARIANCES IN QUANTITY ESTIMATES

- A. The quantities presented on the Bid Form are estimates only and were made with available information regarding Site conditions at the time of Contract Document preparation. The Contractor assumes the responsibility of independently verifying the estimated quantities in the preparation of his Bid. Should the quantities estimated by the Contractor during the bidding process differ by more than ten (10) percent than those estimated by the Owner, the Contractor shall immediately notify the Owner. If no such notification is received during the bidding process, the estimated quantities shown on the Bid Form, become the baseline against which all increases or decreases in quantities will be measured. Actual measured quantities (for unit price items) and percent complete estimates (for lump sum items) will determine payment.
- B. If the quantities of one or more of the unit price line items, stated on the Bid Form, vary more than 25 percent from the baseline estimate either greater or lesser, equitable adjustments in the applicable unit prices may be requested by either the Owner or the Contractor.
- C. The Contractor reserves the right to conduct independent surveys, at no cost to the Owner and petition to change quantities. Should the Contractor elect not to conduct independent surveys, the Contractor accepts the pay quantities determined from the CQA Consultant's surveys.

10.2 VARIANCES ACTUAL QUANTITIES DUE TO SETTLEMENT

- A. The Contractor is expected to provide appropriate means to monitor the quantity of fill material that is placed in the re-graded portion of BAT Cells Phases 8 and 9. The Contractor's failure to adequately monitor this fill placement shall void the Contractor's right to claim additional compensation for increased quantities, beyond the original quantity estimate.
- B. The Contractor shall submit to the Owner upon request, documentation of settlement monitoring, surveying, field logs, truck counts, or other field measurements used to make quantity estimates for



DEFIANCE COUNTY BOARD OF COMMISSIONERS
DEFIANCE COUNTY SANITARY LANDFILL
PHASES 8 AND 9 BAT CELLS AND SUPPORT STRUCTURES CONSTRUCTION

partial payment purposes. The Owner reserves the right to independently verify such estimates and the Contractor shall assist the Owner in whatever manner necessary, at no additional cost to the Owner, in conducting this independent verification.

11. SUPERVISION

11.1 OVERSIGHT AND RESPONSIBILITY

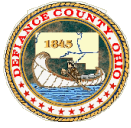
- A. The Contractor shall supervise and direct the Work. The Contractor shall be solely responsible for all construction means, methods, techniques, safety, schedules, sequences, procedures, and for coordinating all portions of the Work under the Contract.
- B. The Contractor shall at all times enforce strict discipline and good order among his employees and Sub-Contractors and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him.
- C. The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Sub-Contractors and their agents and employees, and other persons performing any of the Work under a Contract with the Contractor.
- D. The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Engineer and CQA Consultant in their administration of the Contract, or by any inspections, tests, or approvals required or performed by persons other than the Contractor.
- E. The Contractor shall cooperate and coordinate the incorporation of Work furnished by the Owner.

11.2 WARRANTY

- A. The Contractor warrants and guarantees to the Owner and the Engineer that all materials and equipment furnished under the Contract Documents will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects, and in conformance with the Contract Documents. In performing the Work, Contractor and his Subcontractors shall use that degree of skill, care, judgment and supervision necessary to ensure that the Work shall be of the highest quality, with workmanship suitable and sufficient for the purposes contemplated herein and in accordance with the best trade practices. All Work not conforming to these requirements, including substitutions not properly authorized, may be considered defective. If required by the Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty and guarantee is not limited by the provisions of Article 11.

11.3 NOTICES AND LAWS

- A. The Contractor shall give all notices and comply with all laws, ordinances, rules, permits, regulations, Ohio EPA Permits, and lawful orders of any public authority bearing on the performance of the Work and shall perform the Work in accordance with the Facility's expansion and operational permits issued by the Ohio EPA to Defiance County, et. al, that are applicable to the Project.
- B. It is not the responsibility of the Contractor to make certain that the Contract Documents are in accordance with applicable laws, statutes, building codes, permits and regulations. However, the Contractor shall carefully review the Contract Documents before construction and if the Contractor observes or should have observed that any of the Contract Documents are at variance therewith in any respect, or should the Contract Documents not be in accordance with good construction standards, he shall promptly notify the Engineer, in writing, and any necessary changes shall be accomplished.



DEFIANCE COUNTY BOARD OF COMMISSIONERS
DEFIANCE COUNTY SANITARY LANDFILL
PHASES 8 AND 9 BAT CELLS AND SUPPORT STRUCTURES CONSTRUCTION

- C. If the Contractor performs any Work knowing it is contrary to such laws, ordinances, rules, Ohio EPA Permits, and regulations, or not in accordance with good construction standards and without such notice to the Engineer, the Contractor shall assume full responsibility and shall bear all costs attributable thereto.

11.4 SUPERINTENDENT

- A. The Contractor shall employ a competent, experienced superintendent and necessary assistants who shall be in attendance at the Project Site during the progress of the Work. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.
- B. Immediately after the award of the Contract, the Contractor shall submit an outline experience record of his intended Project Superintendent in order that the Owner may review his qualifications. Until completion and acceptance of the Work, the Contractor shall not change or remove the Superintendent except with the written consent or direction of the Engineer and the Owner.

11.5 COMMUNICATIONS

- A. The Contractor shall forward all communications to the Owner through the CQA Consultant or the Engineer.

11.6 IMMEDIATE NOTIFICATION REQUIREMENT

- A. The Contractor shall make immediate notifications to the Engineer or CQA Consultant for the following:
1. Accident
 2. Incident involving Work shutdown, labor disputes, fire, spills, damage to equipment, materials, buildings or structures.
 3. Damage to Site monitoring and operations equipment or devices.
 4. Unauthorized personnel (or unknown) in Work Area.
 5. Discovery of unanticipated materials during Work (waste in excavation, leachate).
 6. Ohio EPA or other Agency personnel in the Work Area.
 7. Any complaints or information requests from citizens, media, commissioners, Agencies, City of Defiance, or other person or entity.
 8. Materials or equipment damaged or missing.

11.7 ROYALTIES AND PATENTS

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

12. SUB-CONTRACTOR

12.1 AWARD OF SUBCONTRACTS



DEFIANCE COUNTY BOARD OF COMMISSIONERS
DEFIANCE COUNTY SANITARY LANDFILL
PHASES 8 AND 9 BAT CELLS AND SUPPORT STRUCTURES CONSTRUCTION

- A. The Contractor shall furnish to the Owner and the Engineer, within three days following the Notice of Award, in writing, the names of the Sub-Contractors proposed for each portion of the Work using the Form provided. The Engineer or the Owner will state, in writing, if either has a reasonable objection to any of the proposed Sub-Contractors. Failure of the Owner or the Engineer to reply promptly shall constitute notice of no reasonable objection.
- B. The Contractor shall not Contract with a Sub-Contractor to whom the Owner or the Engineer has made reasonable objection. The Contractor shall not be required to Contract with anyone to whom he has a reasonable objection.
- C. If the Owner or the Engineer has reasonable objection to any such proposed Sub-Contractor, the Contractor shall submit a substitute to whom the Owner or the Engineer has no reasonable objection.

12.2 SUBCONTRACTUAL RELATIONS

- A. By an appropriate written agreement, the Contractor shall require each Sub-Contractor to be bound to the Contractor by the terms of the Contract Documents and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these Contract Documents, assumes toward the Owner, Engineer and CQA Consultant. Said subcontract agreements shall preserve and protect the rights of the Owner, Engineer and CQA Consultant, and their agents and employees, under the Contract Documents, with respect to the Work to be performed by the Sub-Contractor, so the subcontracting thereof will not prejudice such rights and shall allow to the Sub-Contractor, unless specifically provided otherwise in the Contractor-Sub-Contractor agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by these Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Sub-Contractor to enter into similar agreements with his Sub-Sub-Contractors. The Contractor shall make available to each proposed Sub-Contractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Sub-Contractor will be bound, and shall identify to the Sub-Contractor any terms and conditions of the proposed Subcontract which may vary with the Contract Documents. Each Sub-Contractor shall similarly make copies of such Documents available to his Sub-Sub-Contractors.
- B. The Engineer shall have the right to approve the subcontract agreement the Contractor proposes to use.
- C. Contractors and Sub-Contractors shall cooperate fully with each other to maintain continuity of the Work and to afford every reasonable opportunity for the storage of materials and the execution of the Work.

13. WORK BY OWNER OR BY SEPARATE CONTRACTORS

13.1 OWNER'S RIGHT TO PERFORM WORK AND TO AWARD SEPARATE CONTRACTS

- A. The Owner reserves the right to perform work related to the Project with his own forces, and to award separate Contracts in connection with other portions of the Project or other work on the Site under these or similar Conditions of the Contract.
- B. When separate Contracts are awarded, the term "Contractor" in each case shall mean the Contractor who executes each separate Owner-Contractor Contract.
- C. The Contractor shall afford each other Contractor Working at the Site, (and Owner, if Owner is performing the additional work with Owner's employees) proper and safe access to the Site, a



DEFIANCE COUNTY BOARD OF COMMISSIONERS
DEFIANCE COUNTY SANITARY LANDFILL
PHASES 8 AND 9 BAT CELLS AND SUPPORT STRUCTURES CONSTRUCTION

reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and shall properly connect and coordinate the Work with theirs.

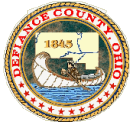
- D. The Contractor shall consult with the Engineer in regard to separate work and shall cooperate fully with the other Contractors.
- E. Such use of the premises and partial occupancy by the Owner shall not be construed as an acceptance of any portion of the Work nor a waiver of any claims.
- F. The award of separate Contracts shall not obligate the Owner to extend that such other work under the Owner-Contractor Agreement. However, at the Owner's option, he may extend that such other work under the Owner-Contractor Agreement by application of unit prices.

13.2 MUTUAL RESPONSIBILITY

- A. The Contractor shall afford the Owner and separate Contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall connect and coordinate his Work with theirs as required by the Contract Documents.
- B. If any part of the Contractor's Work depends for proper execution or results upon the work of the Owner or any separate Contractor, the Contractor shall, prior to proceeding with the Work, promptly report to the Engineer any apparent discrepancies or defects in such other work that render it unsuitable for proper execution and results. Failure of the Contractor to so report shall constitute an acceptance of the Owner's or separate Contractor's work as fit and proper to receive his Work, except as to defects which may subsequently become apparent in such work by others.
- C. Any costs caused by defective or ill-timed Work shall be borne by the party responsible, but at no cost to the Owner, Engineer or CQA Consultant.
- D. Should the Contractor wrongfully cause damage to the Work or property of the Owner, or other work on the Site, the Contractor shall promptly remedy such damage as provided in this Document.
- E. Should the Contractor wrongfully cause damage to the work or property of any separate Contractor, the Contractor shall, upon due notice, promptly attempt to settle with such other Contractor by agreement, or otherwise to resolve the dispute. If such separate Contractor sues the Owner on account of any damage alleged to have been caused by the Contractor, the Owner shall notify the Contractor, who shall defend such proceedings at the Contractor's expense, and if any judgment or award against the Owner arises the Contractor shall pay or satisfy it and shall reimburse the Owner for all attorney's fees, court costs, and any other costs which the Owner has incurred.

13.3 LINER SYSTEM COMPONENTS PROCUREMENT & INSTALLATION

- A. The Contractor is responsible for procurement, delivery, unloading, storing, and quality assurance of all liner system components of the Work.
- B. The Contractor shall be responsible for:
 - 1. Coordinating completion of the necessary components of the Work including all earthwork, geosynthetic installation, leachate collection and recovery system components, all support structures, and leachate conveyance components.
 - 2. Coordinating the geosynthetic liner system installation, testing sequence, and required access from the staging area with the geosynthetic subcontractor.
 - 3. Preparing and maintaining the finished surface in advance of the installer at all times prior to and during the liner installation.
 - 4. Providing and maintaining access for installation and maintenance equipment from the staging



DEFIANCE COUNTY BOARD OF COMMISSIONERS
DEFIANCE COUNTY SANITARY LANDFILL
PHASES 8 AND 9 BAT CELLS AND SUPPORT STRUCTURES CONSTRUCTION

area to the deployment area.

5. Repairing ruts or other damages caused by the installer's deployment equipment.
 6. Maintaining the moisture (preventing drying and pebbling) of the prepared surface including spraying and smooth drum rolling or other methods to wet and seal the surface as needed until covered by geosynthetic components.
 7. Costs associated with delays to the geosynthetic installer due to Contractor's inadequate surface preparation, finishing, inadequate maintenance of the surface moisture, or required repairs.
 8. Documenting daily deployment and testing of liner system in accordance with **Section 01050 - Field Surveying and Engineering**.
- C. The Contractor shall be responsible for coordinating with the Sub-Contractor for:
1. Preparing and maintaining the staging area and unloading all liner system materials.
 2. Coordinating the installation sequence and required access from the staging area with the Engineer and CQA Consultant.
 3. Prohibiting the use of any equipment directly on top of any geosynthetic material.
 4. Deploying materials with LGP equipment (contact pressure < 5 psi) in a manner that will minimize damage to the underlying layer while maintaining a minimum twelve (12) inches separation between the LGP equipment and the underlying geosynthetic materials. Alternate deployment techniques may be employed with the approval of the Engineer and Owner.
 5. Operating non-LGP equipment only within designated access areas between the staging area and deployment area and in areas with a minimum five (5) feet separation between the equipment and the underlying geosynthetic materials. Damage to the finished prepared surface outside designated access areas shall be repaired by the Contractor at no cost to the Owner.

14. MISCELLANEOUS PROVISIONS

14.1 GOVERNING LAW

- A. The Contract shall be governed by the law of the place where the Project is located consistent with the provisions of the Agreement.
- B. If and to the extent that any provision of this Contract shall be unlawful or contrary to public policy, the same shall not be deemed to invalidate or otherwise affect the other provisions thereof.

14.2 WRITTEN NOTICE

- A. Any notice required under the Contract Documents shall be in writing and shall be delivered (1) personally; (2) by facsimile transmission; (3) certified, registered or express mail; or (4) by private mail delivery. The sender of the notice must obtain written confirmation of delivery. Such notices shall be addressed to and delivered to the Owner's representative, Engineer, CQA Consultant and the Superintendent for the Contractor who is identified in the Contract Documents. If any party desires that written notice be served on another individual who is not identified in the Contract Documents, such party shall provide written instructions to the Owner, Contractor, Engineer and CQA Consultant, as appropriate.

14.3 CLAIMS FOR DAMAGES

- A. Should either party to the Contract suffer injury or damage to persons or property because of any act or omission of the other party or of any of his employees, agents, or others for whose acts he is



DEFIANCE COUNTY BOARD OF COMMISSIONERS
DEFIANCE COUNTY SANITARY LANDFILL
PHASES 8 AND 9 BAT CELLS AND SUPPORT STRUCTURES CONSTRUCTION

legally liable, claim shall be made, in writing, to such other party within a reasonable time after the first observance of such injury or damage.

14.4 RIGHTS AND REMEDIES

- A. The duties and obligations imposed by the Contract Documents and the rights and remedies available hereunder shall be in addition to, and not a limitation of, any duties, obligations, rights, and remedies otherwise imposed or available by law.
- B. No action or failure to act by the Owner, Engineer, CQA Consultant, or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence to any breach hereunder, except as may be specifically agreed to in writing. Nothing contained in this subsection shall in any way affect, enlarge or lessen the rights of any party with respect to any time requirements provided in the Contract Documents for the submission or assertion of Claims.

14.5 CLAIMS SETTLEMENT OF DISPUTES

A. Claims

1. Definition

A Claim is demand or assertion by one of the parties seeking an adjustment or interpretation of the Contract terms, payment of money, extension of time, or other relief relating to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. Claims must be initiated by written notice. The responsibility to substantiate Claims rests with the party making the Claim.

2. Time Limits on Claims.

Unless otherwise provided in the Contract Documents, Claims by either party must be initiated within 30 days after occurrence of the event giving rise to such Claim or within 30 days after the claimant first discovers the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the Engineer and the other party, provided, however, that the claimant shall use its best efforts to furnish the Engineer and the other party, as expeditiously as possible, written notice of any Claim, including, without limitation, those in connection with concealed or unknown conditions, once such Claim is recognized, and shall cooperate with the Engineer and the party against whom the Claim is made in an effort to mitigate the alleged or potential damages, delay or other adverse consequences arising out of the condition that is the cause of the Claim. Claims may also be reserved in writing within the time limits set forth in this paragraph or in any other applicable provision of the Contract Documents setting forth time limits for submission of Claims. If a Claim is reserved, time period described elsewhere in the Contract Documents for resolution of Claims and disputes, shall not commence until written notice of the Claim is received by the Engineer. Any notice of Claim or reservation of Claim must clearly identify the alleged cause and the nature of the Claim and include data and information then available to the claimant that will facilitate prompt verification and evaluation of the Claim. Failure to submit a Claim or reserve a Claim within the specified time periods contained in this paragraph or in the other applicable provisions of the Contract Documents shall be an irrevocable waiver of the Claim.

B. Mediation

- 1. Any Claim arising out of or related to the Contract shall, after an initial decision by the Engineer or 30 days after submission of the Claim to the Engineer be subject to mediation as a condition



DEFIANCE COUNTY BOARD OF COMMISSIONERS
DEFIANCE COUNTY SANITARY LANDFILL
PHASES 8 AND 9 BAT CELLS AND SUPPORT STRUCTURES CONSTRUCTION

precedent to the institution of legal or equitable proceedings by either party.

2. The Contractor and Owner shall endeavor to resolve Claims, disputes and other matters in question between them in good faith negotiation. In the event that any Claim or dispute arises between the parties in relation to this Contract and the Claim or dispute is not resolved by the Engineer or by negotiation, the parties agree to submit the dispute to mediation. The parties further agree that the participation in mediation is a condition precedent to any party commencing litigation in relation to the Claim or dispute. The mediation shall be held in Defiance County unless another location is mutually agreed to by the parties. A party to the Claim or dispute may give written notice to the other party of its desire to commence mediation. The parties agree to exercise good faith in selecting a qualified mediator with previous mediation experience who is acceptable to both parties. The parties further agree to share equally in the cost of mediation, which cost will not include cost incurred by a party for representation by counsel at the mediation. The mediation process shall continue until the dispute is resolved, one of the parties wishes to terminate the mediation, or the mediator makes a finding that there is no possibility of resolution. In the event that the mediation does not result in a resolution of the Claim or dispute, any unresolved issues may be determined by a court of competent jurisdiction. Litigation may be commenced prior to the initiation or conclusion of mediation if the relief sought is an injunction or specific performance, or if the commencement of litigation is necessary to avoid the expiration of a statute of limitations. The parties agree that the procedures and rules to be used and followed in the mediation shall be determined by the mediator selected by the parties. If after a good faith attempt to select a mediator, the parties cannot agree upon the selection of a mediator, the party asserting the Claim may, if it so desires, initiate an action in a court of competent jurisdiction.
3. The party filing a notice of a demand for mediation must assert in the demand all claims then known to that party on which mediation is permitted.

C. Continuing Contract Performance.

Pending final resolution of a Claim, except as otherwise agreed in writing, the Contractor shall proceed diligently with the performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

D. Claims for Additional Cost.

1. If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property. The Owner shall pay the Contractor, as provided in the Contract Documents, for compensable delays as defined in Article 14 of these General Conditions and for acceleration of the Contractor's Work so that the Work is complete before the Contractor's date for Substantial Completion.
2. The Owner shall not be required to compensate the Contractor for accelerating his Work if the reason for accelerating the Work is due to acts or inaction on the part of the Contractor or a Subcontractor. The Contractor agrees that it is responsible for any acceleration of Work required to meet a milestone or obtain Substantial Completion as established in the Scheduling Documents and for any loss of productivity, weather protection, additional supervision, general conditions, home office, overhead, additional equipment costs and other costs or activities associated with such acceleration.
3. Acceleration of the Work. The Owner may require the Contractor to accelerate the Work by adding workers or working additional shifts, extended shifts or overtime, so that the Work is complete before the Contractor's date for Substantial Completion. If the Owner requires the Contractor to accelerate its Work to achieve Substantial Completion prior to the date established for Substantial



DEFIANCE COUNTY BOARD OF COMMISSIONERS
DEFIANCE COUNTY SANITARY LANDFILL
PHASES 8 AND 9 BAT CELLS AND SUPPORT STRUCTURES CONSTRUCTION

Completion in the Scheduling Documents, the Contractor shall, within two business days or such other time as stated in the written Notice to Accelerate, take the required action and the Owner shall thereafter issue a Change Order increasing the Contract Sum to pay the Contractor for the Contractor's additional costs in accelerating the Work. If there is a dispute as to whether the Contractor is entitled to a Change Order for accelerating its Work, the Contractor shall proceed to accelerate its Work without waiting for a Change Order or payment of any additional compensation, but may reserve its right to make a Claim against the Owner for its additional costs incurred in accelerating its Work. The Contractor's Claim for additional costs for accelerating the Work shall be determined in accordance with Article 13.5.

14.6 CONTRACT SECURITY

- A. The Contractor shall provide and maintain Performance Bonds in an amount equal to 100% of the Contract Sum from a bonding company duly authorized and registered to do business in the State of Ohio and acceptable to the Owner. If during the course of the Project, the Owner or Contractor reasonably determines that such bonding company is not financially responsible, the Contractor shall replace the Performance and Labor as well as Material Payment Bonds from such bonding company with Bonds from a financially responsible bonding company at no cost to the Owner in accordance with all requirements of the Contract Documents.
 - 1. Bond format shall be the forms set forth in the Appendix to the Bidding Documents.

14.7 MAINTENANCE BOND (If Applicable)

- A. The Contractor shall maintain the Work for a period of one (1) year beginning on the date of the Substantial Completion. This maintenance shall be the keeping of the Work in "good order and repair". The determination of what is "good order and repair" shall be made by the Engineer.

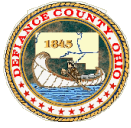
15. TIME

15.1 PROGRESS AND COMPLETION

- A. All time limits stated in the Contract Documents are of the essence of the Contract.
- B. The Contractor shall begin the Work on the Date of Commencement. He shall carry the Work forward expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

15.2 DELAYS AND EXTENSIONS OF TIME

- A. If the Contract is revised in any material respect and it is determined that the revision will cause delay in the completion of the Work, the Owner will have the option to (1) postpone the completion date by the number of days the Owner determines or (2) accelerate the Work and increase the Contract Sum in accordance with Article 13.6(D)(3) herein.
- B. If the Contractor is delayed at any time in progress of the Work by an act or neglect of the Owner or Engineer, or of an employee of either, or of a separate Contractor, or by changes ordered in the Work, or by other causes which the Owner determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner may determine.
- C. If the Contractor finds it impossible for reasons beyond his control to complete the Work by the date as specified, he may make a written request to the Engineer for an extension of time, setting forth therein the reason which he believes will justify the granting of his request. Requests for extensions of time shall be filed in writing by the Contractor with the Engineer. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. If the Owner and the



DEFIANCE COUNTY BOARD OF COMMISSIONERS
DEFIANCE COUNTY SANITARY LANDFILL
PHASES 8 AND 9 BAT CELLS AND SUPPORT STRUCTURES CONSTRUCTION

Engineer grant the Contractor's request for an extension of time, an appropriate Change Order will be issued.

- D. Work performed after regular working hours (must pre-approved by the Engineer and Owner), Saturdays, Sundays, and legal holidays, shall be performed without additional expense to the Owner.
- E. All claims for extension of time shall be made in writing not more than 5 days after the commencement of the delay; otherwise it shall be waived. In the case of a continuing delay, only one Claim is necessary. The Contractor shall provide an estimate of the probable effects of such a delay on the progress of the Work.
- F. If no Agreement is made stating the dates upon which interpretations shall be furnished, no Claim for delay shall be allowed on account of failure to furnish such interpretations until 7 days after written request is received by the Engineer, and not then unless such claim is reasonable.
- G. Force Majeure: Neither party shall be in default of its obligations under this Agreement in the event, and for so long as, it is impossible for it to perform its obligations due to an "act of God" (flood, earthquake, war, insurrection, riot, labor strike, or other catastrophic event) not the fault of, and beyond the reasonable control of, the party claiming excuse. A party claiming excuse under this Article must (1) have taken reasonable precautions, if possible, to avoid being affected by the cause, and (2) notify the other party in writing within five (5) days after the occurrence of the event specifying the nature of the event, the expected length of time that the party expects to be prevented from performing, and the steps which the party intends to take to restore its ability to perform. The party claiming excuse under this Article shall use its best efforts to remedy its inability to perform as quickly as possible.
- H. This Article does not exclude the recovery of damages for delay by either party under other provisions of the Contract Documents. However, there shall be no Claims for damages for delay occasioned by any Force Majeure. The Contractor agrees that the possibility that the Contractor may accelerate its performance to meet the Construction Schedule is within the contemplation of the parties and that such acceleration is solely within the discretion of the Contractor.

16. PAYMENTS AND COMPLETION

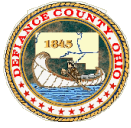
16.1 CONTRACT SUM

The Contract Sum is stated in the Owner-Contractor Agreement and, including authorized adjustments thereto, is the total amount payable by the Owner to the Contractor for the performance of the Work under the Contract Documents. The Contract Sum may be changed only by Approved Change Order. A Change Order signed by the Contractor indicates his Agreement therewith, including the adjustment in the Contract Sum.

16.2 SCHEDULE OF VALUES

- A. Before the first Application for Payment, the Contractor shall submit to the Engineer a schedule of values allocated by those presented in **Section 01025 - Measurement and Payment**, prepared in such form and supported by such data to substantiate its accuracy as the Engineer may require. This schedule, unless objected to by the Engineer, shall be used only as a basis for the Contractor's Applications for Payment.

16.3 BASE FOR PAYMENT



DEFIANCE COUNTY BOARD OF COMMISSIONERS
DEFIANCE COUNTY SANITARY LANDFILL
PHASES 8 AND 9 BAT CELLS AND SUPPORT STRUCTURES CONSTRUCTION

- A. The unit prices in the Bidding Schedule shall be used as the basis for the Contractor's Application for Payment adjusted according to actual volumes used, and as the basis for determining the amount of add or deduct Change Orders.
- B. Lump sum prices in the Bidding Schedule shall be used upon 100% completion of stated task/item.

16.4 APPLICATION FOR PAYMENT

- A. At least 10 days before the date for each progress payment established in the Owner-Contractor Agreement, the Contractor shall submit to the Engineer an itemized application for payment supported by such data substantiating the Contractor's right to payment as the Owner or the Engineer may require and reflecting retainage.
- B. Payments may be made on account of materials or equipment not incorporated in the Work but delivered and suitably stored at the Site and, if approved in advance by the Owner, payments may similarly be made for materials or equipment suitably stored at some other location agreed upon in writing. Such payments shall be at the rate of 92% of the invoice costs, not to exceed the Bid price in a Unit Price Contract. Payments for materials or equipment stored on or off site shall be conditioned upon submission by the Contractor of the following:
 - 1. A list of the materials or equipment consigned to the Project, the place of storage, copies of invoices, and, if necessary, reasons why materials or equipment cannot be delivered to the Site.
 - 2. Certification by the Contractor that all items have been tagged for delivery to the Project and that such items will not be used for any other purpose.
 - 3. A letter from the Bonding Company indicating Agreement to the arrangements and that payment to the Contractor shall not relieve the Contractor or Bonding Company of their responsibility to complete the Project.
 - 4. Evidence of adequate insurance covering the material in storage.
 - 5. The Engineer shall visit the off-site storage to observe that the items appear to be in Agreement with the Contract Documents. Any costs incurred by the Engineer to inspect material in off-Site storage shall be paid by the Contractor.
- C. The Contractor warrants and guarantees that title to all Work, materials and equipment covered by an Application for payment will pass to the Owner either by incorporation in the construction or upon the receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, claims, security interests, or encumbrances, hereinafter referred to in this Article 15 as "liens", and no Work, materials, or equipment covered by an application for payment has been acquired by the Contractor, or by any other person performing Work at the Site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.
- D. Each Application for Payment shall be accompanied by a current Contractor's Lien Waiver, duly executed Lien Waivers of Mechanic's Liens from all Subcontractors (including material suppliers) and all information and materials reasonably required to comply with the requirements of the Contract Documents originally requested by the Owner or the Engineer.

16.5 CERTIFICATE OF PAYMENT

- A. The Engineer shall, after the receipt of the Contractor's Application for Payment, either issue a Certificate for Payment to the Owner with a copy to the Contractor for such amount as the Engineer determines is properly due, or notify the Contractor, in writing, his reasons for withholding a certificate.



DEFIANCE COUNTY BOARD OF COMMISSIONERS
DEFIANCE COUNTY SANITARY LANDFILL
PHASES 8 AND 9 BAT CELLS AND SUPPORT STRUCTURES CONSTRUCTION

- B. The issuance of a Certificate for Payment will constitute a representation by the Engineer to the Owner, based on his observations at the Site and the data comprising the Application for Payment, that the Work has progressed to the point indicated; that, to the best of his knowledge, information, and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in his Certificate); and that the Contractor is entitled to payment in the amount certified. However, by issuing a Certificate for Payment, the Engineer shall not thereby be deemed to represent that he has made exhaustive or continuous on-site inspections to check the quality or quantity of the Work or that he has reviewed the construction means, methods, techniques, sequences, or procedures, or that he has made any examination to ascertain how or for what purpose the Contractor has used the moneys previously paid on account of the Contract Sum.
- C. Neither progress nor Final Payment nor use or acceptance of the Work by the Owner shall be evidence of the performance of the Contract or a waiver of Owner's rights to contend improper performance. Any defective material or Workmanship may be rejected by the Owner or Engineer at any time even though the same may have been previously overlooked and estimated or approved for payment.

16.6 PROGRESS PAYMENTS (As Applicable)

- A. After the Engineer has issued a Certificate for Payment, the Owner shall make payments on account of the Contract Sum to the Contractor, as provided in the Contract Documents for the period ending the last day of the month as follows:
 - 1. The Owner will, within ten days of receipt of each Certificate for Payment, either indicate in writing its acceptance of the Certificate for Payment and state that the certificate is being processed for payment, or return the Certificate of Payment to the Contractor and Engineer, indicating in writing its reasons for refusing to accept the Certificate of Payment.
 - 2. Not more than forty-five (45) days after accepting such certification for payment, until 50% of the Contract is complete, the Owner will pay 92% of the amount due on progress payments. After 50% completion of the Contract, the Owner shall pay 96% of the amount due on progress payments.
- B. The Contractor shall promptly pay each Sub-Contractor, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Sub-Contractor's Work, the amount to which said Sub-Contractor is entitled, reflecting the percentage actually retained from payments to the Contractor on account of such Sub-Contractor's Work. The Contractor shall, by an appropriate agreement with each Sub-Contractor, require each Sub-Contractor to make payments to his Sub-Sub-Contractors in a similar manner.
- C. The Engineer may, on request and at his discretion, furnish to any Sub-Contractor, if practicable, information regarding the amounts applied for by the Contractor and the action taken thereon by the Engineer on account of Work done by such Sub-Contractor.
- D. Neither the Owner nor the Engineer shall have any obligation to pay or to see to the payment of any moneys to any Sub-Contractor.
- E. No Certificate for a progress payment, nor any progress payment, nor any partial or entire use or occupancy of the Project by the Owner shall constitute an acceptance of any Work not in accordance with the Contract Documents.

16.7 PAYMENTS WITHHELD



DEFIANCE COUNTY BOARD OF COMMISSIONERS
DEFIANCE COUNTY SANITARY LANDFILL
PHASES 8 AND 9 BAT CELLS AND SUPPORT STRUCTURES CONSTRUCTION

- A. The Engineer may decline to certify payment and may withhold his Certificate of Payment, in whole or in part, to the extent necessary to protect the Owner. If the Engineer is unable to certify payment in the amount of the Application for Payment, he will notify the Contractor. If the Contractor and the Engineer cannot agree upon a revised amount, the Engineer will promptly issue a Certificate for Payment for the amount for which he is able to certify to the Owner. The Engineer may also decline to certify payment or, because of subsequently discovered evidence or subsequent observations, he may nullify the whole or any part of any Certificate for Payment previously issued, to such extent as may be necessary in his opinion to protect the Owner from loss because of:
1. Failure to maintain updating of "As-Built Drawings"
 2. Failure to properly coordinate with other Contractors
 3. Failure to keep progress schedule current
 4. Defective Work not remedied
 5. Ohio EPA denies the Owner use of the BAT Cells Phases 8 and 9, or any other item/structure covered by the Contract and Bid Documents
 6. Third party claims filed or reasonable evidence indicating probable filing of such claims
 7. Failure of the Contractor to make payments properly to Sub-Contractors or for labor, materials, or equipment
 8. Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum
 9. Damage to the Owner or another Contractor
 10. Reasonable evidence that the Work will not be completed within the Contract Time
 11. Failure to carry out the Work in accordance with the Contract Documents
 12. Operations and maintenance manuals not delivered to the Owner's representative or Engineer when equipment delivered to the job Site
- B. When the above conditions are removed, payment shall be made for amounts withheld because of them.
- C. A sum of not less than \$10,000 shall be retained by the Owner until the as-built drawings, maintenance manuals and other documents have been completed to the Owner's satisfaction. If such materials have not been supplied in accordance with the Contract and to the Owner's satisfaction within 90 days of Substantial Completion, Owner may use the funds held to remedy the deficiencies and deduct it from the balance due the Contractor.

16.8 LIQUIDATED DAMAGES

- A. The Contractor shall guarantee that he can and will substantially complete the entire Project, portions of the Project hereinafter described, within the time limit(s) stated in this Contract or within the time as extended as provided elsewhere in this Contract. The damage and loss and additional expenses, fees, etc., to the Owner which will result from the failure of the Contractor to complete the entire Project, portions of the Project hereinafter described, within the stipulated time shall be liquidated in the amounts set forth in the Owner-Contractor Agreement and such liquidated damages shall not be considered as a penalty. The Owner will deduct and retain out of any money due or to become due hereunder the amount of the liquidated damages, and in case these amounts are less than the amount of liquidated damages, the Contractor, and his Surety, shall be liable for the payment of the difference upon demand of the Owner. Amounts shall be deducted monthly as



DEFIANCE COUNTY BOARD OF COMMISSIONERS
DEFIANCE COUNTY SANITARY LANDFILL
PHASES 8 AND 9 BAT CELLS AND SUPPORT STRUCTURES CONSTRUCTION

the Contractor falls behind schedule in the sole opinion of the Owner. Should the Contractor return to the schedule, the Owner at its sole discretion may return the deducted amounts as the Work is completed. A final accounting of withheld amounts shall be made at the time of Substantial Completion.

- B. The Contractor's failure to meet milestones due to factors beyond his control (such as time required for equipment and material delivery, when equipment is ordered and delivered expeditiously, unusually severe weather, time required for reviews by regulatory agencies, and time required to receive permits obtained by the Owner or expeditiously applied for by the Contractor) shall not be considered grounds for assessment of liquidated damages. Additionally these factors will not be considered as grounds for a changed condition request.

16.9 FAILURE OF PAYMENT

- A. If the Owner does not pay the Contractor within 30 days after the date established in the Contract Documents any amount certified by the Engineer or awarded in settlement of a dispute in accordance with **Article 13.6**, then the Contractor may give, after said 14 days set forth above, written notice to the Owner and the Engineer that the Contractor intends to stop the Work until payment of the amount owing has been received. The Contractor may stop Work 30 days after the Owner and Engineer receive said notice if the Contractor has not received substantial payment. The written notice shall be deemed to have been duly served if sent by certified mail to the last known business address of the Owner. The Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay, and start-up, which shall be effected by appropriate approved Change Order.

16.10 PAYMENT AT SUBSTANTIAL COMPLETION

- A. Upon Substantial Completion as defined by Article 3.1 Contract (EE.) of the Work, or designated portion thereof, and upon application by the Contractor and certification by the Engineer, the Owner shall make a progress payment reflecting adjustments for such Work or portion thereof.

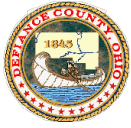
16.11 FINAL PAYMENT

- A. When the Engineer finds the Work acceptable under the Contract Documents and the Contract is fully performed, and Ohio EPA has authorized the Owner to use Phases 8 and 9, he will promptly issue a final Certificate for Payment which represents, to the best of his knowledge, information, and belief, and on the basis of his observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor, and noted in said final Certificate, is due and payable. The Engineer's final Certificate for Payment will constitute a further representation that the condition precedent to the Contractor's being entitled to final payment has been fulfilled.
- B. Neither the final payment nor the remaining retainage shall become due until the Contractor submits to the Engineer: (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or his property might in any way be responsible, are paid or otherwise satisfied; (2) written consent of surety, if any, to final payment; and (3), if required by the Owner, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Contract, to the extent and in such form as may be designated by the Owner. If any Sub-Contractor refuses to furnish a release or waiver of liens required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against any such lien. If any such lien remains unsatisfied after all payments are made, the Contractor shall pay to the Owner all moneys that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorney's fees.



DEFIANCE COUNTY BOARD OF COMMISSIONERS
DEFIANCE COUNTY SANITARY LANDFILL
PHASES 8 AND 9 BAT CELLS AND SUPPORT STRUCTURES CONSTRUCTION

1. An affidavit and waiver of lien shall be submitted by the Contractor, and all Sub-Contractors, and major material suppliers with the application for Final Payment.
 2. The final Application for Payment shall be itemized and the Contractor shall ensure that the final Application for Payment transmitted to the Engineer is accompanied, in addition to the documents listed above in this subsection B, by the following documents, if not previously delivered to the Engineer: (a) Certificate of Substantial Completion (signed and dated); (b) final punch list (prepared by the Engineer); (c) documents on inspection and equipment, neatly bound, indexed and identified; (d) inspection certificates, guaranties and warranties on material and equipment, operating and service instructions, control diagrams, record drawings and other documents required by the Specifications; (e) evidence that all punch list items have completed; and (f) other documents required by the Contract Documents.
 - C. If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by the issuance of Change Orders affecting final completion and the Engineer so confirms, the Owner shall, upon application by the Contractor and certification by the Engineer and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than the retainage stipulated in the Contract Documents, and if the written consent of the surety to the Owner, Contractor may submit an application for the balance due for that portion of the Work fully completed and accepted to the Engineer, prior to certification of such payment. Such payment shall be made under the terms and conditions governing Final Payment, except that it shall not constitute a waiver of claims.
 - D. The making of Final Payment shall constitute a waiver of all Claims by the Owner, except those arising from:
 1. Unsettled liens
 2. Faulty or defective Work
 3. Failure of the Work to comply with the requirements of the Contract Documents
 4. Terms of any warranties or guarantees required by the Contract Documents
 - E. The acceptance of Final Payment shall constitute a waiver of all Claims by the Contractor, except those previously made in writing and identified by the Contractor as unsettled at the time of the final Application for Payment.
17. PROTECTION OF PERSONS AND PROPERTY
- 17.1 SAFETY PRECAUTIONS AND PROGRAMS
- A. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.
- 17.2 SAFETY OF PERSONS AND PROPERTY
- A. The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to:
 1. All employees on the Work and all other persons who may be affected thereby
 2. All the Work and all materials, supplies and equipment to be incorporated therein, whether in storage on or off the Site, under the care, custody, or control of the Contractor or any of his Sub-Contractors or Sub-Sub-Contractors
 3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements,



DEFIANCE COUNTY BOARD OF COMMISSIONERS
DEFIANCE COUNTY SANITARY LANDFILL
PHASES 8 AND 9 BAT CELLS AND SUPPORT STRUCTURES CONSTRUCTION

roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction

- B. The Contractor shall give all notices and comply with all laws, ordinances, rules, permits, regulations, and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury, or loss.
- C. The Contractor shall promptly remedy all damage caused in whole or in part by the Contractor, any Sub-Contractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible except damage or loss attributable to the acts or omissions of the Owner or the Engineer or anyone directly or indirectly employed by either of them or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor.

17.3 EMERGENCIES

- A. In any emergency affecting the safety of persons or property, the Contractor shall act, at his discretion, to prevent threatened damage, injury, or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency Work shall be determined as provided for Changes in the Work.
- B. The Contractor shall immediately notify the Owner and Engineer of any and all emergency.

18. INDEMNIFICATION, INSURANCE, & OTHER CONDITIONS

18.1 GENERAL

- A. The Contractor shall comply with the requirements for indemnification, insurance, and other conditions as stated in the Bid Documents.
- B. All insurance policies required must show Defiance County as an additional insured and shall be endorsed to show the Engineer and CQA Consultant, its agents, employees, and Sub-Contractors, as additional insured.

19. CHANGES IN THE WORK

19.1 CHANGE ORDERS

- A. The Owner, without invalidating the Contract, may order Changes in the Work within the general scope of the Contract, consisting of additions, deletions, or other revisions, with the Contract Sum and/or the Contract Time being adjusted accordingly. All such Changes in the Work shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Documents.
- B. The cost or credit to the Owner resulting from a Change in the Work shall be determined in one or more of the following ways:
 - 1. By a Contract Sum for the Work or portion thereof, if itemized in the Contract Documents
 - 2. By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation
 - 3. By unit prices stated in the Contract Documents or subsequently agreed upon
 - 4. By cost determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee
- C. If unit prices are stated in the Contract Documents or subsequently agreed upon, and if the quantities of one or more Unit Price line items vary more than 25 percent from those originally



DEFIANCE COUNTY BOARD OF COMMISSIONERS
DEFIANCE COUNTY SANITARY LANDFILL
PHASES 8 AND 9 BAT CELLS AND SUPPORT STRUCTURES CONSTRUCTION

contemplated, either greater or lesser, equitable adjustments in the applicable unit prices may be requested by the Owner or Contractor. Calculations to equitably reevaluate the unit prices will be based on a method approved by the Owner and the Contractor.

- D. The total cost for a change or an adjustment in the Project shall be included in the Change Order, including but not limited to the impact of the change on other portions of the Project.

19.2 CONCEALED CONDITIONS

- A. Should concealed conditions be encountered in the performance of the Work below the surface of the ground or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Contract Documents, or should unknown physical conditions below the surface of the ground or should concealed or unknown conditions in an existing structure of an unusual nature differing substantially and materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents be encountered, the Contract Sum shall be equitably adjusted by Change Order upon Claim by either party made within 14 days after the first observance of the conditions. Any indication of conditions below the surface of the ground or indications of an existing structure in the Contract Documents, or by reference to other documents, is for informational purposes only and is not to be relied upon as a complete representation of all details or conditions and such information is not guaranteed in any manner by the Owner or Engineer. Failure to give timely written Claim shall negate and void Contractor's right to any increase in the Contract Sum.

19.3 CONSTRUCTION CHANGE DIRECTIVE

- A. A Construction Change Directive can be used in the absence of agreement by the Owner and Contractor on the terms of a Change Order. If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods: (a) a lump sum, sufficiently itemized and supported by substantiating data to permit evaluation; or (b) unit prices stated in the Contract Documents.
- B. When the Work is accomplished by the Contractor, the allowable percentage for profit and overhead shall be limited to the amount set forth in the Specifications for material and equipment and labor required for the change. Such material and equipment costs shall be limited to the rate indicated in the Specifications and the Contract Documents.

19.4 CLAIMS FOR ADDITIONAL COST

- A. Claims for additional cost are described in the Bid Documents relating to the item being constructed. Where a Claim is not specifically addressed, the Engineer shall determine whether the Claim is justified and shall determine restitution.

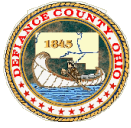
19.5 MINOR CHANGES IN THE WORK

- A. The Engineer will have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order, and shall be binding on the Owner and the Contractor. The Contractor shall carry out such written orders promptly.

20. UNCOVERING AND CORRECTING WORK

20.1 UNCOVERING WORK

- A. If any portion of the Work should be covered contrary to the request of the Engineer or to requirements specifically expressed in the Contract Documents, or is a requirement of Ohio EPA, it



DEFIANCE COUNTY BOARD OF COMMISSIONERS
DEFIANCE COUNTY SANITARY LANDFILL
PHASES 8 AND 9 BAT CELLS AND SUPPORT STRUCTURES CONSTRUCTION

must, if required by the Engineer, be uncovered for his observation and replaced at the Contractor's expense.

- B. If any other portion of the Work has been covered which the Engineer has not specifically requested to observe prior to being covered, the Engineer may request to see such Work and it shall be uncovered by the Contractor. If such Work be found in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to the Owner. If such Work be found not in accordance with the Contract Documents, the Contractor shall pay such costs unless it is found that this condition was caused by the Owner or a separate Contractor as provided in the Contract Documents, in which event the Owner shall be responsible for the payment of such costs.

20.2 CORRECTION OF WORK

- A. The Contractor shall promptly correct all Work rejected by the Engineer as defective or as failing to conform to the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed, or completed. The Contractor shall bear all costs of correcting such rejected Work, including compensation for the Engineer's and CQA's additional services made necessary thereby.
- B. The Contractor shall immediately correct all Work that Ohio EPA is using as the basis for not authorizing the Owner to use Phases 8 and 9, or any other item or structure covered under this Contract.
- C. If, within one year after the date of Substantial Completion of the Work or designated portion thereof, or within one year after acceptance by the Owner of designated equipment, or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. This obligation shall survive termination of the Contract. The Owner shall give such notice promptly after discovery of the condition.
- D. The Contractor shall remove from the Site all defective or nonconforming portions of the Work, unless removal is waived expressly in writing by the Owner.
- E. If the Contractor does not proceed with the correction of such defective or nonconforming Work within a reasonable time fixed by written notice from the Engineer, the Owner may remove it and may store the materials or equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within 10 days thereafter, the Owner may upon 10 additional days' written notice sell such Work at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor, including compensation for the Engineer's additional services made necessary thereby. If such proceeds of sale do not cover all costs which the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate Change Order issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.
- F. The Contractor shall bear the cost of making good all Work of the Owner or separate Contractors which is destroyed or damaged by such correction or removal.
- G. Nothing contained in the General Conditions shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under the Contract Documents. The establishment of the time period of one year after the date of Substantial Completion or such



DEFIANCE COUNTY BOARD OF COMMISSIONERS
DEFIANCE COUNTY SANITARY LANDFILL
PHASES 8 AND 9 BAT CELLS AND SUPPORT STRUCTURES CONSTRUCTION

longer period of time as may be prescribed by law or by the terms of any warranty required by the Contract Documents relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which his obligation to comply with the Contract Documents may be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to his obligations, other than specifically to correct the Work.

20.3 ACCEPTANCE OF DEFECTIVE OR NONCONFORMING WORK

- A. If the Owner is not in non-compliance with the requirements of the Ohio EPA Permits, and he prefers to accept defective or nonconforming Work, he may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect a reduction in the Contract Sum, where appropriate and equitable. Such adjustment shall be effected, whether or not final payment has been made.

21. TERMINATION OF THE CONTRACT

21.1 TERMINATION BY THE CONTRACTOR

- A. If the Work is stopped for a period of more than 90 days under an order of any court or other public authority having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Contractor or a Sub-Contractor or their agents or employees or any other persons performing any of the Work under a contract with the Contractor, then the Contractor may, upon 7 days' written notice to the Owner and the Engineer, terminate the Contract and recover from the Owner payment for all Work completed as of the date of termination and for any proven loss sustained upon any materials, equipment, tools, construction equipment and machinery.

21.2 TERMINATION BY THE OWNER

- A. If the Contractor refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled Workmen or proper materials, or if he fails to make prompt payment to Sub-Contractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, or otherwise is guilty of a material violation of a provision of the Contract Documents, then the Owner, upon discovery that sufficient cause exists to justify such action, may, without prejudice to any right or remedy and after giving the Contractor and his surety, 7 days' written notice, terminate the Contract and take possession of the Site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever method the Owner may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment.
- B. If the unpaid balance of the Contract Sum exceeds the costs of finishing the Work, including compensation for the Engineer's additional services made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or to the Owner, as the case may be, shall be certified by the Engineer and this obligation for payment shall survive the termination of the Contract.

END OF SECTION 00700



DEFIANCE COUNTY BOARD OF COMMISSIONERS
DEFIANCE COUNTY SANITARY LANDFILL
PHASES 8 AND 9 BAT CELLS AND SUPPORT STRUCTURES CONSTRUCTION

APPENDIX A

Agreement



DEFIANCE COUNTY BOARD OF COMMISSIONERS
DEFIANCE COUNTY SANITARY LANDFILL
PHASES 8 AND 9 BAT CELLS AND SUPPORT STRUCTURES CONSTRUCTION

AGREEMENT

THIS AGREEMENT is by and between the Defiance County Board of Commissioners (herein called Owner) and _____ (Herein called Contractor)

Owner and Contractor, in consideration of the mutual covenants herein set forth, agree as follows:

ARTICLE 1 - WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents based on the acceptance by Owner of Contractor's Bid. In performing the Work, Contractor shall use that degree of skill, care, judgment and supervision necessary to ensure that the Work shall be of the highest quality, with workmanship suitable and sufficient for the purpose contemplated herein and in accordance with the best trade practices.

ARTICLE 2 - ENGINEER

- 2.01 The Project has been designed by The Mannik & Smith Group, Inc. (MSG) who is referred to in the Contract Documents as Engineer. Engineer, and its duly authorized agents, is to act as Owner's representatives, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents. Nothing contained herein shall be deemed to give the Contractor or any third party any claim or right of action against the Engineer, CQA Consultant or their agents or employees which does not otherwise exist without regard to this Contract. The Contractor and its Subcontractors shall not be deemed to be beneficiaries of any of the acts or services of the Engineer or CQA Consultant which are performed for the sole benefit of the Owner. Contractor shall forward all communications to the Owner through the Engineer and hereby acknowledges and agrees that any instructions, reviews, advice, approvals, orders or directives that are rendered to it by the Engineer are specifically authorized and directed by the Owner to the Contractor through the Engineer acting on behalf of the Owner.

ARTICLE 3 - CONTRACT TIMES, LIQUIDATED DAMAGES, DELAYS AND DAMAGES.

- 3.01 Time of the Essence.
- A. All time limits for Substantial Completion and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 3.02 Contract Times.
- A. The Contract Times shall be as indicated in the Contractor's Bid. The Work shall be substantially completed within the number of days indicated in the Contractor's Bid after the date when the Contract Times commence to run as furnish, provide, install and performed in Paragraph 8.3 of the General Conditions, and completed and ready for final payment in accordance with Paragraph



DEFIANCE COUNTY BOARD OF COMMISSIONERS
DEFIANCE COUNTY SANITARY LANDFILL
PHASES 8 AND 9 BAT CELLS AND SUPPORT STRUCTURES CONSTRUCTION

14.1.B of the General Conditions within the number of days indicated in the Contractor's Bid after the date when the Contract Times commence to run.

- B. The Date of Commencement of the Work. The Date of Commencement of the Work shall be the date of this Agreement, unless a different date is stated below or a provision is made for the date to be fixed in the Notice to Proceed issued by the Owner.
- C. Date for Substantial Completion. The Date for Substantial Completion of the Work of this Contract is September 30, 2026.
- D. Project Construction Schedule. Within ten (10) calendar days of execution of this Agreement, and thereafter as from time to time requested by the Engineer, the Contractor shall furnish for the consideration of the Engineer information for the scheduling of times and sequence of operations required for its Work to meet the Owner's overall schedule requirements as set forth in the milestone schedule included in the space of the Work, including but not limited to proposed staffing levels for each phase of the Work, proposed dates for material fabrication and delivery and proposed dates for equipment delivery. The Contractor's obligation to furnish requested scheduling information is a material term of its Contract, the breach of which may be justification for withholding payment otherwise due the Contractor. Inclusion of the staffing levels in the Contractor's scheduling information shall not constitute approval of such staffing levels. The Contractor shall continuously monitor the Project Schedule so as to be familiar with the timing, phasing and sequence of operations of the Work.

3.03 Liquidated Damages.

- A. Owner is bound by an Ohio EPA Permit to Install (Permit) requiring construction of this project to be completed within a specified number of days to maintain regular operations of the facility. Actions by the contractor which cause disruption in the regular operation of the facility or otherwise cause waste to be diverted from the facility will be subject to claims by Owner for damages. In addition to such damages, Contractor shall pay to Owner the following as liquidated damages for each day after the number of days indicated in the Contractor's Bid after the date when the Contract Times commence to run that Contractor neglects, refuses, or fails to complete the Work ready for final payment unless a time extension has been granted by Owner:

Each day	\$1,500 per day
----------	-----------------

- B. The liquidated damages set forth herein shall not be accumulative. If Substantial Completion of the Work is not met within the time specified for final completion of all Work, the liquidated damages shall continue to be at the rate or rates specified for default on Substantial Completion until Substantial Completion is attained. If the Work is not then finally completed, the rate or rates specified for default on final completion shall apply until final completion is attained.
- C. In case of joint responsibility for delay in the completion of the Work, where two or more separate contracts are in force at the same time and cover work at the same site, liquidated damages assessed against any one contractor will be based upon the individual responsibility of that contractor for the delay as determined by, and in the judgment of, Engineer.
- D. The Owner shall have the right to deduct the liquidated damages from any money in its hands, otherwise due, or to become due, to Contractor, or to initiate applicable dispute resolution



DEFIANCE COUNTY BOARD OF COMMISSIONERS
DEFIANCE COUNTY SANITARY LANDFILL
PHASES 8 AND 9 BAT CELLS AND SUPPORT STRUCTURES CONSTRUCTION

procedures and to recover liquidated damages for nonperformance of this Contract within the time stipulated.

3.04 Delays and Damages.

- A. In the event Contractor is delayed in the prosecution and completion of the Work because of any delays caused by Owner or Engineer and, except as set forth in the General Conditions, Contractor shall have no claim against Owner or Engineer for damages or contract adjustment other than an extension of the Contract Times.
- B. Delay compensation will not be paid for delays due to weather conditions, strikes, shortages of materials, acts of God, acts or neglect by utility owners or other contractors, or other reasons that are not within Owner's control.

ARTICLE 4 - CONTRACT SUM

- 4.01 Owner shall pay Contractor in current funds, for satisfactory completion of the Work designated in Article 1 in accordance with the Contract Documents, a Lump Sum amount of:

_____ (\$ _____)
(words) (figures)

as indicated in Contractor's Bid. The Contract Sum includes all federal, state, county, municipal, and other taxes imposed by law, including but not limited to any sales, use, and personal property taxes payable by or levied against the Contractor on account of the Work or the materials incorporated into the Work.

ARTICLE 5 - PAYMENT PROCEDURES

5.01 Submittal and Processing of Payments

- A. The Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as furnish, provide, install and performed in the General Conditions. Before any Applications for Payment can be considered and approved, all documents that are required by the Contract Documents to accompany the Applications for Payment must be provided to the Owner.

5.02 Progress Payments; Retainage

- A. Contractor shall invoice Owner for its work in accordance with the General Conditions and its approved schedule of values of the General Conditions. Owner shall pay the undisputed portion of the invoice within forty-five (45) days from the date the invoice is submitted by the Engineer to Owner.
- B. Prior to Substantial Completion, progress payments will be made equal to the percentages indicated below:
 - 1. Contractor will be paid 92% of the Work completed with the balance being retainage. If the Work has been 50% completed as determined by Owner, and if the character and progress of the Work have been satisfactory, Owner may determine that as long as the character and progress of the Work remain satisfactory there will be no additional retainage held in which



DEFIANCE COUNTY BOARD OF COMMISSIONERS
DEFIANCE COUNTY SANITARY LANDFILL
PHASES 8 AND 9 BAT CELLS AND SUPPORT STRUCTURES CONSTRUCTION

case the remaining progress payments prior to substantial completion will be in the amount of 100% of the Work completed.

2. Contractor will be paid 92% of the materials and equipment not incorporated in the Work but delivered, suitably stored and accompanied by documentation satisfactory to Owner with the balance being retainage.
- C. Upon Substantial Completion, Contractor shall be paid an amount sufficient to increase total payments to 95% of the contract price with the balance being retainage.
- D. Upon Final Completion and acceptance of the Work as furnish, provide, install and performed in accordance with the General Conditions, Owner shall pay to Contractor the remainder of the Contract Sum.
- E. Contractor shall pay its subcontractors and suppliers promptly (within ten calendar days) after receipt of payment from Owner and shall require a similar obligation in its subcontractor and supplier contracts. Repeated failures to pay subcontractors and suppliers in a timely manner will be considered a breach of this Contract.
- F. The reduction or termination of additional retainage will not be initiated at any time if the Work is behind schedule; and, subsequent to reducing retainage, the full retainage of payments authorized may be reinstated any time the Work falls behind schedule.
- G. Consent of the Surety shall be obtained before any retainage or the Final Payment is paid by Owner. Consent of the Surety, signed by an agent, must be accompanied by a certified copy of such agent's authority to act for the Surety.

ARTICLE 6 - CONTRACTOR'S REPRESENTATIONS.

6.01 In order to induce the Owner to enter into this Agreement, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Federal, state, and local Laws, Regulations, Facility's Permit and CQA Plans that may affect cost, progress, and performance of the Work.
- D. Contractor has studied all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Bid Documents.
- E. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of



DEFIANCE COUNTY BOARD OF COMMISSIONERS
DEFIANCE COUNTY SANITARY LANDFILL
PHASES 8 AND 9 BAT CELLS AND SUPPORT STRUCTURES CONSTRUCTION

the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including application of the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by Contractor, and safety precautions and programs incident thereto.

- F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Sum, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Drawings, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 7 - CONTRACT DOCUMENTS

- A. The Contract Documents which comprise the entire agreement between Owner and Contractor concerning the Work consist of the following:
 - 1. This Agreement
 - 2. Performance Bond
 - 3. General Conditions
 - 4. Drawings and Specifications
 - 5. Ohio EPA Permits
 - 6. Drawings consisting of 10 sheets, with each sheet bearing the following general title:
Defiance County Landfill - Unit 2 Phases 8 and 9 BAT Cell Bid Plans

Sheet titles are listed on the cover sheet of the plan set and the Table of Contents of the Bid Instructions
 - 7. Issued Addenda
 - 8. Exhibits to this Agreement, enumerated as follows:



DEFIANCE COUNTY BOARD OF COMMISSIONERS
DEFIANCE COUNTY SANITARY LANDFILL
PHASES 8 AND 9 BAT CELLS AND SUPPORT STRUCTURES CONSTRUCTION

- a. Contractor's signed Bid, including Bidder's certificate
- b. Documentation submitted by Contractor prior to Notice of Award
9. Non-collusion Affidavit
10. Statement of Equal Opportunity
11. Prevailing Wage Affidavit
12. Personal Property Tax Affidavit
14. Tax Affidavit
15. Ohio Use and Sales Tax Blanket Exemption Certificate
16. Defiance County Income Tax Compliance
17. Insurance Affidavit
18. Vendor Signature/Data Sheet
19. Corporate Certificate / Partnership Certificate
20. List of Major Subcontractors
21. Certificate of Liability Insurance
22. Certificate of Property Insurance
23. The following, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:
 - a. Work Change Directives.
 - b. Change Orders
 - c. Field Orders
- B. There are no Contract Documents other than those listed in this Article seven.
- C. No modification or waiver of any of the terms of this Agreement or any other Contract Documents will be effective against a Party unless set forth in writing and signed by or on behalf of a Party, which in the case of the Owner will require the signature of Tim Houck, Director, Environmental and Administrative Services. Under no circumstances will forbearance, including the failure or repeated failure to insist upon compliance with the terms of the Contract Documents, constitute the waiver or modification of any such terms. The Parties acknowledge that no person has authority to modify this Agreement or the other Contract Documents or to waive any of its or their terms, except as expressly provided in this subsection.



DEFIANCE COUNTY BOARD OF COMMISSIONERS
DEFIANCE COUNTY SANITARY LANDFILL
PHASES 8 AND 9 BAT CELLS AND SUPPORT STRUCTURES CONSTRUCTION

ARTICLE 8 – ARTICLE INTENTIONALLY OMITTED

ARTICLE 9 - MISCELLANEOUS

9.01 Terms

- A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

9.02 Assignment of Contract; Compliance with Law.

- A. Neither party may assign or transfer rights and obligations under this Contract without the written consent of the other party and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law); and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents. Each party agrees that it will perform its obligations in accordance with all applicable federal, state, or local laws, rules, and regulations now or hereinafter in effect.

9.03 Successors and Assigns.

- A. This Agreement is binding upon the Owner and Contractor, including their respective successors, assigns and legal representatives, in respect to all covenants, agreements and obligations contained in the Contract Documents.

9.04 Severability.

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.05 Business Addresses.

- A. The business address of Contractor given herein is hereby designated as the place to which all notices, letters, and other communication to Contractor will be mailed or delivered. The address of Owner appearing herein is hereby designated as the place to which all notices, letters, and other communication to Owner shall be mailed or delivered. Either party may change its address at any time by an instrument in writing delivered to Engineer and to the other party.

9.06 Equal Employment Opportunity.

- A. Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, ancestry, religion, color, sex, age, national origin, or disability.

9.07 State of Ohio Taxes.



DEFIANCE COUNTY BOARD OF COMMISSIONERS
DEFIANCE COUNTY SANITARY LANDFILL
PHASES 8 AND 9 BAT CELLS AND SUPPORT STRUCTURES CONSTRUCTION

- A. Contractor shall contact the Defiance County Auditor for a "Blanket Certificate of Exemption" for purchases made on behalf of the Owner.

9.08 Audits/Access to Records.

- A. The Contractor shall maintain books, records, documents and other evidence directly pertinent to performance on work under this contract in accordance with generally accepted accounting principles and practices consistently applied. The Contractor shall also maintain the financial information and data used in the preparation or support of any negotiated contract or change order and a copy of the cost summary submitted to Defiance County. Defiance County or any of its authorized representatives shall have access to such books, records, documents and other evidence for the purpose of inspection, audit and copying. The Contractor will furnish, provide, install and perform proper facilities for such access and inspection.

9.09 Conflicts.

- A. In the event of a conflict between the terms and conditions in this Agreement and the terms and conditions in any of the plans, specifications or other documents included in this contract, the terms and conditions in this Agreement shall control.

9.10 Law and Jurisdiction

- A. All questions regarding the validity, intention, or meaning of this Agreement or any modifications of it relating to the rights and obligations of the parties will be construed and resolved under the laws of the State of Ohio. Any suit, which may be brought to enforce any provision of this Agreement or any other Contract Document or any remedy with respect thereto, shall be brought in the Common Pleas Court of Defiance County, Ohio or The United States District Court for the Northern District of Ohio, Western Division, and each party hereto expressly consents to the jurisdiction of such courts.

9.11 Construction

The parties acknowledge that each party has reviewed this Agreement and the other Contract Documents and has voluntarily entered into this Agreement. Accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement, the other Contract Documents, or any amendments or exhibits to it or them.



DEFIANCE COUNTY BOARD OF COMMISSIONERS
DEFIANCE COUNTY SANITARY LANDFILL
PHASES 8 AND 9 BAT CELLS AND SUPPORT STRUCTURES CONSTRUCTION

9.12 Approvals

Except as expressly provided herein, the approvals and determinations of the Owner and Engineer will be subject to the sole discretion of the respective party and be valid and binding on the Contractor, provided only that they be made in good faith, *i.e.*, honestly. If the Contractor challenges any such approval or determination, the Contractor will have the burden of proving that it was not made in good faith by clear and convincing evidence.

9.13 Job Meetings

The Contractor or one of its representatives with authority to bind the Contractor shall attend job meetings as provided in the Specifications and ensure that its Subcontractors also hold regular job meetings at which safety issues and job matters are discussed as these relate to the Work being performed. The Specifications define the agenda for the meetings and designate responsibilities for taking minutes and maintaining records of such meetings. Job meetings include, but are not limited to, preconstruction meetings, weekly job meetings, weekly safety toolbox meetings, and daily safety meetings.

ARTICLE 10 - SUSPENSION AND TERMINATION

10.01 Owner may order the Contractor in writing to suspend, delay, or interrupt all or any part of the Work for such period of time as Owner may determine to be appropriate for its convenience.

10.02. Owner may terminate the Contract for cause upon the occurrence of any one or more of the following events:

- A. Contractor fails to perform the Work in accordance with the Contract Documents including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment;
- B. Contractor refuses or fails to prosecute the Work, or any separable part of the Work, in adherence with the progress schedule or with such diligence as will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said Work within such time;
- C. Contractor disregards the laws or regulations of any public agency having jurisdiction;
- D. Contractor disregards the authority of Owner or its Engineer;
- E. Contractor violates any material provision of the Contract Documents.

10.03 If any of the events identified in 10.02 occur, Owner may, by written notice, terminate the services of the Contractor and its right to proceed with all or any such part of the Work as specified by Owner. In such event Owner may take over the Work and prosecute the same to completion, by contract or otherwise, and may take possession of and use in completing the Work such materials, appliances, and plant as may be on the site of the Work and necessary. Whether or not the Contractor's right to proceed with the Work is terminated, the Contractor and its sureties shall be liable for any damage to Owner resulting from the Contractor's refusal or failure to complete the Work within the specified time.

10.04 The Owner may terminate this Contract for its convenience upon ten-day prior written notice. In such event, Owner shall pay the Contractor for completed and acceptable Work performed prior to the effective date of



DEFIANCE COUNTY BOARD OF COMMISSIONERS
DEFIANCE COUNTY SANITARY LANDFILL
PHASES 8 AND 9 BAT CELLS AND SUPPORT STRUCTURES CONSTRUCTION

termination, including expenses sustained prior to the effective date of termination in connection with the uncompleted Work.

10.05 After receipt of a notice of termination, and except as otherwise directed by Owner, the Contractor shall:

- A. Stop work under the Contract on the date and to the extent specified in the notice of termination;
- B. Place no further orders or subcontracts for materials, services or facilities except as necessary to complete the portion of the Work under the Contract that is not terminated;
- C. Terminate all orders and subcontracts to the extent that they relate to the performance of Work terminated by the notice of termination;
- D. Assign to Owner, in the manner, at the times, and to the extent directed by Owner, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated. Owner shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- E. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of Owner to the extent Owner may require. Owner's approval or ratification shall be final for all the purposes of this section;
- F. Transfer title to Owner, and deliver in the manner, at the times, and to the extent, if any, directed by Owner, (i) the fabricated or non-fabricated parts, Work in process, completed Work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the Work terminated by the notice of termination, and (ii) the completed or partially completed plans, drawings, information, and other property which, if the Contract had been completed, would have been required to be furnished to Owner;
- G. Use its best efforts to sell, in the manner, at the times, to the extent, and at the price or prices that Owner directs or authorizes, any property of the types referred to in 10.05.F of this section, but the Contractor (i) shall not be required to extend credit to any purchaser, and (ii) may acquire any such property under the conditions prescribed and at a price or prices approved by Owner. The proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by Owner to the Contractor under this Contract or shall otherwise be credited to the price or cost of the work covered by this Contract or paid in such other manner as Owner may direct;
- H. Complete performance of such part of the work as shall not have been terminated by the notice of termination; and
- I. Take such action as may be necessary, or as Owner may direct, for the protection and preservation of the property related to this Contract which is in the possession of the Contractor and in which Owner has or may acquire an interest.

ARTICLE 11 – INDEMNIFICATION

11.01 Contractor agrees to and shall indemnify, hold harmless and defend Owner, Engineer, CQA Consultant, Engineer's Design Consultants, and Funding Agencies, their officers, officials, agents and employees from any claim, cost, loss, damage or obligation resulting from Contractor's breach of any of the conditions of this



DEFIANCE COUNTY BOARD OF COMMISSIONERS
DEFIANCE COUNTY SANITARY LANDFILL
PHASES 8 AND 9 BAT CELLS AND SUPPORT STRUCTURES CONSTRUCTION

Contract or from any negligent or wrongful act or omission committed by Contractor, its employees or agents. The indemnification obligation shall not be limited in any way by the insurance requirements but shall be in addition to those requirements.

- 11.02 For purposes of the indemnification provided in subsection 11.01, Contractor expressly waives any and all immunity it may have pursuant to Ohio's Workers' Compensation laws and the Ohio Constitution.
- 11.03 If the Contractor subcontracts any part of the work required under this contract, it shall require its subcontractor to indemnify Owner, Engineer, CQA Consultant, Engineer's Consultants, and Funding Agencies in accordance with subsection 11.01 and the waiver of immunity set forth in subsection 11.02 in this section.

ARTICLE 12 – REMEDIES

- 12.01 All claims, counterclaims, disputes and other matters in question between the Owner and the Contractor arising out of or relating to this Agreement will be decided in accordance with the provisions of the General Conditions relating to dispute resolution.



DEFIANCE COUNTY BOARD OF COMMISSIONERS
DEFIANCE COUNTY SANITARY LANDFILL
PHASES 8 AND 9 BAT CELLS AND SUPPORT STRUCTURES CONSTRUCTION

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. One counterpart each has been delivered to Owner, Contractor, Surety, and Engineer.

CONTRACTOR

By: _____

Address: _____

Title: _____

OWNER

Defiance County

Commissioner

Date

Commissioner

Date

Commissioner

Date

Approved as to Form:

Approved as to Content:

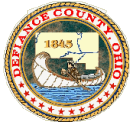
Law Department

Director of Environmental Services and
Administrative Services

12.02 Limitation on Liability

The Owner's total liability under this Agreement will be limited to and shall not exceed the amount set forth in the Auditor's Certificate accompanying this Agreement. Owner shall not be liable for any incidental consequential or exemplary damages, including but not limited to lost profits with respect to any claims arising in connection with this Agreement. Under no circumstances will the elected officials, officers, employees, board members or agents of the Owner be personally liable for any obligations or claims arising out of or related to this Agreement.

END OF SECTION



DEFIANCE COUNTY BOARD OF COMMISSIONERS
DEFIANCE COUNTY SANITARY LANDFILL
PHASES 8 AND 9 BAT CELLS AND SUPPORT STRUCTURES CONSTRUCTION

APPENDIX B

Affidavits & Certificates

- B.1 Non-Collusion Affidavit
- B.2 Statement of Equal Opportunity
- B.3 Hourly Wage Rate Affidavit
- B.4 Prevailing Wage Section for Contracts
- B.5 Personal Property Tax Affidavit
- B.6 Tax Affidavit
- B.7 Ohio Sales and Use Tax Blanket Exemption



DEFIANCE COUNTY BOARD OF COMMISSIONERS
DEFIANCE COUNTY LANDFILL
PHASES 8 AND 9 BAT CELLS AND SUPPORT STRUCTURES CONSTRUCTION

NON-COLLUSION AFFIDAVIT

)
) ss
)

_____, being first duly sworn, deposes and says he/she is

(Sole owner, a partner, president, secretary, etc.)

of _____

The party making the foregoing bid; the such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company association, organization, or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false bid or sham bid; and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of said bidder or of any other bidder, nor to fix any overhead, profit, or cost element of such bid price nor of any other bidder, nor to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and further, that said bidder has not directly or indirectly, submitted his bid price or breakdown thereof, nor the contents thereof, nor divulged information or data relative thereto, nor paid and will not pay fee in connection therewith to any corporation, partnership, company, association, organization, bid expository, not to any member or agent thereof, nor to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in general business.

Signed:

By _____

Title _____

Sworn and subscribed before me this _____ day of _____, 20_____.

Notary Public

(Notary Seal)

County: _____

State: _____

Expiration Date



DEFIANCE COUNTY BOARD OF COMMISSIONERS
DEFIANCE COUNTY LANDFILL
PHASES 8 AND 9 BAT CELLS AND SUPPORT STRUCTURES CONSTRUCTION

STATEMENT OF EQUAL OPPORTUNITY

Submit with your bid a copy of your company's Equal Opportunity Policy.



DEFIANCE COUNTY BOARD OF COMMISSIONERS
DEFIANCE COUNTY LANDFILL
PHASES 8 AND 9 BAT CELLS AND SUPPORT STRUCTURES CONSTRUCTION

HOURLY WAGE RATE AFFIDAVIT

City: _____

County: _____

State: _____

_____ being first duly sworn, deposes and says that Authorized
Officer

he/she is _____ of _____
(Owner, Partner, President, etc.) Company Name

the party making the foregoing proposal or bid; that the minimum hourly wage rates paid for skilled and common labor performed on this project will be in accordance with Ohio Revised Code 4115 and the Schedule of Prevailing Hourly Wage Rates ascertained and determined by the Department of Industrial Relations, State of Ohio, for the Defiance area, in effect at the time of the contract bid advertising date, for the industry involved.

I further certify that no rebates or deductions for any wages due any person have been directly or indirectly made other than those provided by law.

Affiant

Sworn and subscribed before me this _____ day of _____, 20____.

Notary Public

County State

(Notary Seal)

Expiration Date



Defiance County Board of Commissioners

David Kern, Michael Pocratsky, and Dana Phipps

This contract is subject to Ohio Prevailing Wage Laws, Chapter 4115 of the Ohio Revised Code and the Contractor and all subcontractors shall comply with all provisions contained therein or as otherwise provided in this note. The Contractor guarantees that the prevailing wage scale to be paid to all laborers and mechanics employed on this contract shall be in accordance with the schedule of the prevailing hourly wage and fringe benefits as determined by the Ohio Department of Commerce for the County in which the work is being performed. The failure to pay prevailing wages to all laborers and mechanics employed on this project shall be considered a breach of contract. Such a failure may result in the revocation of the contractor's and/or subcontractor's certificate of qualification and debarment. A schedule of the most current prevailing wage rates may be accessed by registering with the Ohio Department of Commerce, Labor and Worker Safety Division, Wage and Hour Bureau at the following web address: <http://www.com.ohio.gov/laws/Default.aspx>.

If you are unable to obtain a copy of the most current prevailing wage rates, you may obtain a copy at the Defiance County Commissioners' Office, 500 Court Street, Defiance, Ohio 43512.

The Contractor and all subcontractors shall compensate the employees on this contract at a pay rate of not less than the hourly wage and fringe rate listed on the website noted above, for the applicable job classification or as modified by the Ohio Department of Commerce, Division of Labor and Worker Safety Wage and Hour Bureau, when new prevailing wage rates are established.

Overtime shall be paid at one and one-half times the basic hourly rate for any hours worked beyond forty (40) hours during a pay week. The Contractor and all subcontractors shall pay all compensation by company check to the worker and fringe benefit program.

The wage and fringe rates determined for this project or as may be later modified, shall be posted by the Contractor in a prominent and accessible place on the project, field office or equipment yard where they can be easily read by the workers or otherwise made available to the workers. On the first pay date of contract work the Contractor and all subcontractors shall furnish each employee covered by prevailing wage a completed form whpw1512 in accordance with section 4115.05 Ohio Revised Code, showing the classification, hourly pay rate, fringes, and identifying District Prevailing Wage Coordinator (DPWC), if such employees are not covered by a collective bargaining agreement or understanding between employers and bona fide organizations of labor. These forms shall be signed by the Contractor or subcontractor and the employee and kept in the Contractor's or subcontractor's payroll files.

The Contractor and all subcontractors shall submit to the DPWC or other designated Department representative, certified payrolls on form whpw1509 or equivalent, in accordance with sections 4115.07 and 4115.071(C) of the Ohio Revised Code, three weeks after the start of work and every subsequent week until the completion of the contract. Additionally, a copy of the "Apprentice Certification" obtained from the USDOL, Bureau of Apprenticeship and Training, must accompany the first certified payroll submitted for all apprentices working on this project. Upon completion of the contract and before the final payment, the Contractor shall submit to the DPWC a final wage affidavit in accordance with section 4115.07 of the Ohio Revised Code stating that wages have been paid in conformance with the minimum rates set forth in the contract. Please be aware that it is ultimately the responsibility of the prime Contractor to ensure that all laws relating to prevailing wages in Chapter 4115 of the Ohio Revised Code are strictly adhered to by all subcontractors.

The Contractor and all subcontractors shall make all of its payroll records available for inspection, copying or transcription by any authorized representative of the contracting agency. Additionally, the Contractor and all subcontractors shall permit such representatives to interview any employees during working hours while the employee is on the job.

If the Contractor or any subcontractor fails to comply with any of the provisions contained in this proposal note, the Department may terminate the contract, debar the Contractor or subcontractor and/or withhold or suspend pay estimates after written notice and a reasonable opportunity to comply has been provided.

**500 Court Street, Suite A
Defiance, Ohio 43512
Email: commissioners@defiance-county.com**

**Phone: 419-782-4761
Fax: 419-782-8449
www.defiance-county.com**



DEFIANCE COUNTY BOARD OF COMMISSIONERS
DEFIANCE COUNTY LANDFILL
PHASES 8 AND 9 BAT CELLS AND SUPPORT STRUCTURES CONSTRUCTION

PERSONAL PROPERTY TAX AFFIDAVIT

STATE OF OHIO)
) ss
COUNTY OF DEFIANCE)

_____, being first duly sworn, deposes and says as follows:
Authorized Officer

() We were not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which you as a taxing district have territory.

Company Name

Signature – Authorized Officer

Title

Sworn and subscribed before me this _____ day of _____, 20____.

(Notary Seal)

Notary Public

County: _____

State: _____

Expiration Date



DEFIANCE COUNTY BOARD OF COMMISSIONERS
DEFIANCE COUNTY LANDFILL
PHASES 8 AND 9 BAT CELLS AND SUPPORT STRUCTURES CONSTRUCTION

TAX AFFIDAVIT

STATE OF OHIO)
) ss
COUNTY OF DEFIANCE)

_____, being first duly sworn, deposes and says as follows:
Authorized Officer

() We are current with our federal, state, county and municipal tax obligations.

Company Name

Signature – Authorized Officer

Title

Sworn and subscribed before me this _____ day of _____, 20____.

(Notary Seal)

Notary Public

County: _____

State: _____

Expiration Date



STATE OF OHIO
DEPARTMENT OF TAXATION
SALES AND USE TAX
BLANKET EXEMPTION CERTIFICATE

The purchaser hereby claims exception or exemption on all purchases of tangible personal property and selected services made under this certificate from:

(vendor's name)

and certifies that this claim is based upon the purchaser's proposed use of the items or services, the activity of the purchaser, or both, as shown hereon:

Government Agency

PURCHASER MUST STATE A VALID REASON FOR CLAIMING EXCEPTION OR EXEMPTION.

Purchaser's Name

500 Court Street, Suite A

Street Address

Defiance

OH

43512

City

State

Zip

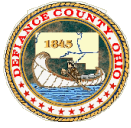
Signature and Title

Date Signed

Vendor's License Number, if any

Vendors of motor vehicles, titled watercraft and titled outboard motors may use this certificate to purchase these items under the "resale" exception. Otherwise, purchasers must comply with rule 5703-9-10 of the Administrative Code.

This certificate cannot be used by construction contractors to purchase material for incorporation into real property under an exempt construction contract. Construction contractors must comply with rule 5703-9-14 of the Administrative Code.



DEFIANCE COUNTY BOARD OF COMMISSIONERS
DEFIANCE COUNTY SANITARY LANDFILL
PHASES 8 AND 9 BAT CELLS AND SUPPORT STRUCTURES CONSTRUCTION

APPENDIX C

Bid Guaranty & Bonds

- C.1 Bid Guaranty and Contract Bond
- C.2 Irrevocable Letter of Credit
- C.3 Performance Bond
- C.4 Certificate of Available Funds

BID GUARANTY AND CONTRACT BOND
(Section 153.571, Ohio Revised Code)

KNOW ALL MEN BY THESE PRESENTS,

That we, the undersigned _____

(Name and Address)

as Principal and _____

(licensed to do business in the State of Ohio) as Surety, are hereby held and firmly bound

unto _____

hereinafter called Obligee, in the penal sum of the dollar amount of the bid submitted by the

Principal to the Obligee on _____ day of

_____, 20__, to undertake the project known as: _____

_____.

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee.

In no case shall the penal sum exceed the amount of _____ dollars (\$
) . (If the above line is left blank the penal sum will be the amount of the Principal's bid, including alternates. Alternatively, if completed, the amount stated must not be less than the full amount of the bid, including alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum will and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THE ABOVE OBLIGATIONS IS SUCH, that whereas the above named Principal has submitted a bid on the above referred 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 for

material; and in the event the Principal pays to the Obligee the difference not to exceed ten percent (10%) of the penalty hereof between the amount specified in the bid and such larger amount for which the Obligee may be in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the Obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the Principal will pay the Obligee the difference not to exceed ten percent (10%) 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 void, otherwise to remain in full force and effect. If the Obligee accepts the bid of the Principal and the Principal within ten (10) 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 its bond, and it does hereby waive notice of any

such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

SIGNED AND SEALED THIS ____ day of _____, 20__.

PRINCIPAL:

SURETY COMPANY ADDRESS

(Bond Department)

BY: _____

Company Name

TITLE: _____

Street

SURETY: _____

City

State

Zip

COMPANY: _____

Telephone

BY: _____

Attorney in Fact

Telephone Number

SURETY AGENT'S ADDRESS

Agency Name

Street

City

State

Zip

Telephone



DEFIANCE COUNTY BOARD OF COMMISSIONERS
DEFIANCE COUNTY SANITARY LANDFILL
PHASES 8 AND 9 BAT CELLS AND SUPPORT STRUCTURES CONSTRUCTION

IRREVOCABLE LETTER OF CREDIT

Submit with your bid a copy of your Irrevocable Letter of Credit.



DEFIANCE COUNTY BOARD OF COMMISSIONERS
DEFIANCE COUNTY SANITARY LANDFILL
PHASES 8 AND 9 BAT CELLS AND SUPPORT STRUCTURES CONSTRUCTION

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That we, the undersigned _____
as Principal, hereinafter called Contractor, and _____
as Surety, hereinafter called Surety, are held and firmly bound unto the Defiance County Board of
Commissioners, as obligee, in a penal sum equal to the amount of the bid price of _____
_____, Dollars (\$_____),
for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our
heirs, executors, administrators, successors and assigns.

Signed this _____ day of _____, 20____.

IN THE PRESENCE OF:

_____	_____
(Witness)	(Principal)
_____	_____
(Witness)	(Title)
_____	_____
(Witness)	(Surety)
_____	_____
(Witness)	(Title)

(A properly executed power of attorney showing the authority of the person or persons executing the Bond for the Surety or Sureties at the date of the Bond must be submitted with this bond.)

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named principal did on the _____ day of _____, 20____, enter into a contract with the Defiance County Board of Commissioners, which said contract is made a part of this bond the same as though set forth herein;

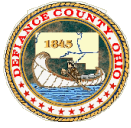
Now, if the said Contractor shall well and faithfully do and perform the things agreed by the Defiance County Board of Commissioners to be done and performed according to the terms of said contract; and



DEFIANCE COUNTY BOARD OF COMMISSIONERS
DEFIANCE COUNTY SANITARY LANDFILL
PHASES 8 AND 9 BAT CELLS AND SUPPORT STRUCTURES CONSTRUCTION

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 material suppliers 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 the said contract or in or to the plans or specifications therefore shall in any wise affect the obligations of said surety on its bond. The Surety hereby waives notice of any alteration or extension of time made by the Defiance County Board of Commissioners.



DEFIANCE COUNTY BOARD OF COMMISSIONERS
DEFIANCE COUNTY SANITARY LANDFILL
PHASES 8 AND 9 BAT CELLS AND SUPPORT STRUCTURES CONSTRUCTION

APPENDIX D

Bid Price Form

BID PRICE FORM

BASE BID ITEMS*						
BID ITEM NO.	DESCRIPTION		ESTIMATED QUANTITY	UNIT	BID AMOUNT UNIT COST	AMOUNT
1000	General Conditions					
1010	Insurance, Bonds, and Permits		1	LS		\$ -
1020	Mobilization/Demobilization and Equipment Preparation**		1	LS		\$ -
1030	Construction Control and Staking/Surveying		1	LS		\$ -
1050	Contractor Health and Safety Plan		1	LS		\$ -
1060	Project Control/Management		1	LS		\$ -
2000	Site Preparation					
2010	Surface Water Management		1	LS		\$ -
2020	Erosion Control and Sedimentation Control		1	LS		\$ -
2030	Access Road Improvements		1,700	LF		\$ -
3000	Cell Excavation, and Structural Fill					
3010	Clay Excavation Hauled to Stockpile from Phases 8 and 9		84,940	CY		\$ -
3030	Phases 8 and 9 Structural Fill		9,230	CY		\$ -
4000	Cell Composite Liner Construction					
4010	RSL Placement		53,500	SY		\$ -
4020	Phases 8 and 9 Surface Finishing/Geosynthetic Placement Preparations		469,000	SF		\$ -
4030	Anchor Trench Construction		1,910	LF		\$ -
4040	60 MIL HDPE Liner		469,000	SF		\$ -
4050	Tie-in Preparation		566	LF		\$ -
4060	Future Phases 10 and 11 Tie-ins		556	LF		\$ -
4070	Geotextile Cushion Layer (8 oz)		469,000	SF		\$ -
5000	Cell Leachate Collection System					
5010	LCS Granular Material (list gradation in space provided)	Gradation of Material =	53,400	SY		\$ -
5020	Geotextile Filter Layer (8 oz)		469,000	SF		\$ -
5030	6" Perforated HDPE Leachate Collection Pipe (w/wrap and large diameter gravel and Connections)		1,100	LF		\$ -
5035	6" Solid HDPE Leachate Cleanout Pipe		422	LF		\$ -
5040	Leachate Sump Pipe (Dual 36" diameter SDR 11 HDPE with Tees and air release perforations)		2	LS		\$ -
5050	2-36" Sideslope Riser Pipes (SDR 11) for each phase		422	LF		\$ -
5070	HDPE Leachate Meter Vault (includes 55' by 50' gravel pad)		2	EA		\$ -
6000	Forcemain					
6010	Supply and Install 2"/4" Dual Contained Force Main (riser to meter vault)		102	LF		\$ -
8000	Finish Work					
8010	Prepare, Fertilizer, Seed, and Mulch Disturbed Areas		2	AC		\$ -
9000	Allowance Items					
9010	Landfill Materials Handling per Cubic Yard (solid waste)		250	CY		\$ -
9015	Landfill Materials Handling per Cubic Yard (soil)		250	CY		\$ -
10000	Optional Items					
10010	6" Solid HDPE Leachate Cleanout Pipe		635	LF		\$ -
BASE BID TOTAL						\$
Alternate Bid Items						
4070A1	Geotextile Cushion Layer (10 oz)		469,000	SF		\$ -
4070A2	Geotextile Cushion Layer (12 oz)		469,000	SF		\$ -

* All Bids for Work listed in this Bid Form shall include everything required to complete the Work in order to meet the requirements and specifications within the Bid Documents and Bid Contracts to ensure each item is 100% operational without any additional requirements or cost.

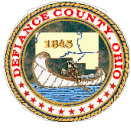
** Item 1020 costs are not to exceed 2.5% of total bid

BID PRICE FORM

BASE BID ITEMS*						
BID ITEM NO.	DESCRIPTION		ESTIMATED QUANTITY	UNIT	BID AMOUNT	
					UNIT COST	AMOUNT
1000	General Conditions					
1010	Insurance, Bonds, and Permits		1	LS	\$ 25,000.00	\$ 25,000.00
1020	Mobilization/Demobilization and Equipment Preparation**		1	LS	\$ 45,000.00	\$ 45,000.00
1030	Construction Control and Staking/Surveying		1	LS	\$ 7,000.00	\$ 7,000.00
1050	Contractor Health and Safety Plan		1	LS	\$ 250.00	\$ 250.00
1060	Project Control/Management		1	LS	\$ 75,000.00	\$ 75,000.00
2000	Site Preparation					
2010	Surface Water Management		1	LS	\$ 9,000.00	\$ 9,000.00
2020	Erosion Control and Sedimentation Control		1	LS	\$ 5,000.00	\$ 5,000.00
2030	Access Road Improvements		1,700	LF	\$ 60.00	\$ 102,000.00
3000	Cell Excavation, and Structural Fill					
3010	Clay Excavation Hauled to Stockpile from Phases 8 and 9		84,940	CY	\$ 3.50	\$ 297,290.00
3030	Phases 8 and 9 Structural Fill		9,230	CY	\$ 2.00	\$ 18,460.00
4000	Cell Composite Liner Construction					
4010	RSL Placement		53,500	SY	\$ 4.50	\$ 240,750.00
4020	Phases 8 and 9 Surface Finishing/Geosynthetic Placement Preparations		469,000	SF	\$ 0.06	\$ 28,140.00
4030	Anchor Trench Construction		1,910	LF	\$ 10.00	\$ 19,100.00
4040	60 MIL HDPE Liner		469,000	SF	\$ 0.55	\$ 257,950.00
4050	Tie-in Preparation		566	LF	\$ 30.00	\$ 16,980.00
4060	Future Phases 10 and 11 Tie-ins		556	LF	\$ 25.00	\$ 13,900.00
4070	Geotextile Cushion Layer (8 oz)		469,000	SF	\$ 0.21	\$ 98,490.00
5000	Cell Leachate Collection System					
5010	LCS Granular Material (list gradation in space provided)	Gradation of Material =	53,400	SY	\$ 16.15	\$ 862,410.00
5020	Geotextile Filter Layer (8 oz)		469,000	SF	\$ 0.21	\$ 98,490.00
5030	6" Perforated HDPE Leachate Collection Pipe (w/wrap and large diameter gravel and Connections)		1,100	LF	\$ 17.00	\$ 18,700.00
5035	6" Solid HDPE Leachate Cleanout Pipe		422	LF	\$ 17.00	\$ 7,174.00
5040	Leachate Sump Pipe (Dual 36" diameter SDR 11 HDPE with Tees and air release perforations)		2	LS	\$ 75,000.00	\$ 150,000.00
5050	2-36" Sideslope Riser Pipes (SDR 11) for each phase		422	LF	\$ 300.00	\$ 126,600.00
5070	HDPE Leachate Meter Vault (includes 55' by 50' gravel pad)		2	EA	\$ 45,000.00	\$ 90,000.00
6000	Forcemain					
6010	Supply and Install 2"/4" Dual Contained Force Main (riser to meter vault)		102	LF	\$ 100.00	\$ 10,200.00
8000	Finish Work					
8010	Prepare, Fertilizer, Seed, and Mulch Disturbed Areas		2	AC	\$ 1,750.00	\$ 3,500.00
9000	Allowance Items					
9010	Landfill Materials Handling per Cubic Yard (solid waste)		250	CY	\$ 3.00	\$ 750.00
9015	Landfill Materials Handling per Cubic Yard (soil)		250	CY	\$ 3.00	\$ 750.00
10000	Optional Items					
10010	6" Solid HDPE Leachate Cleanout Pipe		635	LF	\$ 17.00	\$ 10,795.00
BASE BID TOTAL \$						2,638,679.00
Alternate Bid Items						
4070A1	Geotextile Cushion Layer (10 oz)		469,000	SF	\$ 0.28	\$ 131,320.00
4070A2	Geotextile Cushion Layer (12 oz)		469,000	SF	\$ 0.31	\$ 145,390.00

* All Bids for Work listed in this Bid Form shall include everything required to complete the Work in order to meet the requirements and specifications within the Bid Documents and Bid Contracts to ensure each item is 100% operational without any additional requirements or cost.

** Item 1020 costs are not to exceed 2.5% of total bid



DEFIANCE COUNTY BOARD OF COMMISSIONERS
DEFIANCE COUNTY SANITARY LANDFILL
PHASES 8 AND 9 BAT CELLS AND SUPPORT STRUCTURES CONSTRUCTION

APPENDIX E

Proof of Insurance

- E.1 Insurance Affidavit
- E.2 Hold Harmless Clause
- E.3 Notice of Commencement



DEFIANCE COUNTY BOARD OF COMMISSIONERS
DEFIANCE COUNTY LANDFILL
PHASES 8 AND 9 BAT CELLS AND SUPPORT STRUCTURES CONSTRUCTION

INSURANCE AFFIDAVIT

I, _____, Officer, being first duly sworn, depose and say that

I am _____ of _____
(Owner, Partner, President, etc.) (Company Name)

and our company agrees to maintain all required insurance, if the construction contract is awarded to our company.

I further certify that our company, _____, will provide the County with a Certificate of Insurance verifying that we have purchased the necessary insurance requirement listed above before the project start date. I understand that failure to provide the necessary documentation or certificate of insurance to the Defiance County Board of Commissioners within seven days after receiving a notification of award may subject our contract to delay or rejection.

Affiant

Sworn and subscribed before me this _____ day of _____, 20____.

Notary Public

County State

Expiration Date



DEFIANCE COUNTY BOARD OF COMMISSIONERS
DEFIANCE COUNTY LANDFILL
PHASES 8 AND 9 BAT CELLS AND SUPPORT STRUCTURES CONSTRUCTION

HOLD HARMLESS CLAUSE

Defiance County, Ohio

Indemnity. To the maximum allowed by law, the contractor shall defend, indemnify and hold harmless the county and all of its elected and appointed officials, together with all employees and agents of the county (the "indemnified parties") from any and all claims, demands, causes of action, judgments, liens, penalties, costs and expenses (including attorney fees and expenses) of any kind including claims for bodily injury, illness or death or property damage or loss of use, which may at any time be imposed upon, incurred by or asserted against an indemnified party as a result of any action of the contractor, its officers, employees, invitees or agents arising out of or in consequence of this agreement, including: 1. The performance or non-performance of the work or any obligation under this agreement; 2. The common law or any legislation, regulation or order including environmental laws, rules and orders; or 3. Negligence including any passive negligence of an indemnified party. This indemnification shall survive any termination of this agreement and is not limited by the contractor's insurance coverage. In order to effectuate and facilitate the indemnification of the county, contractor does hereby waive any and all employer immunity provided by the workmen's compensation law under Section 35, Article II, of the Ohio Constitution. At the option of the county contractor shall provide any indemnified party with legal counsel, and shall further bear all costs and expenses including attorney fees in the defense of any suit arising hereunder. Additionally, contractor shall repair or pay for the repair of any damage to the county's property caused by the contractor or its officers, employees, invitees or agents.

Insurance. Contractor at its sole cost and expense shall furnish and keep in full force and effect during the time this contract is in effect sufficient insurance to protect the county from any claim arising from the contractor's conduct as a result of this agreement, including: workers' compensation coverage in compliance with state law; comprehensive general and motor vehicle liability insurance (including coverage for owned, non-owned or hired vehicles) with broad form property damage coverage with limits of at least \$1,000,000.00 for bodily injury or death per occurrence and \$1,000,000.00 aggregate, \$1,000,000.00 property damage per occurrence and \$1,000,000.00 aggregate (or a reasonable equivalent expressly accepted by the county), plus loss insurance for the equipment used. If the above insurance sums are blank, Contractor shall provide insurance as specified. Such liability insurance policies shall insure the contractual liability assumed hereunder, shall name the county as an additional insured for all work under this contract, and shall provide that such insurance is primary to any other county liability insurance. Prior to commencing any work contractor shall furnish the county with proof of such insurance with companies acceptable to the county.



DEFIANCE COUNTY BOARD OF COMMISSIONERS
DEFIANCE COUNTY LANDFILL
PHASES 8 AND 9 BAT CELLS AND SUPPORT STRUCTURES CONSTRUCTION

Following are the names of all persons, firms and corporations interested in the above bid as principals. If none, state that "No person or party other than the bidder is interested in this Proposal."

NAME

ADDRESS



DEFIANCE COUNTY BOARD OF COMMISSIONERS
DEFIANCE COUNTY LANDFILL
PHASES 8 AND 9 BAT CELLS AND SUPPORT STRUCTURES CONSTRUCTION

NOTICE OF COMMENCEMENT
OF PUBLIC IMPROVEMENT
(1311.252 O.R.C.)

STATE OF OHIO,
COUNTY OF DEFIANCE, ss:

Notice is hereby given by Defiance County Commissioners of the commencement of a public improvement as follows:

1. The public improvement is identified on construction paperwork as:

DEFIANCE COUNTY SANITARY LANDFILL
PHASES 8 AND 9 BAT CELL AND SUPPORT STRUCTURES CONSTRUCTION

The Defiance County Landfill is located within Sections 4 and 5 of Town 3 North, Range 4 East, Defiance Township, Defiance County, Ohio.

2. The principal contractors on the public improvement and the trade and surety of each are as follows:

Contractor
Name & Address

Surety:
Name & Address

3. The representative of Defiance County Commissioners upon whom service may be made for the purposes of serving an affidavit pursuant to Section 1311.26 of the Ohio Revised Code is:

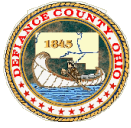
Mick Pocratsky
Defiance County Commissioner Chairman
500 Court Street
Defiance, OH 43512

Signature

Sworn to and subscribed in my presence this ____ day of _____, 20__, Ryan Mack of Defiance County Commissioners.

Notary Public





DEFIANCE COUNTY BOARD OF COMMISSIONERS
DEFIANCE COUNTY SANITARY LANDFILL
PHASES 8 AND 9 BAT CELLS AND SUPPORT STRUCTURES CONSTRUCTION

APPENDIX F

Materials

- F.1 Vendor Signature/Data Sheet
- F.2 Material Sources Form
- F.3 Informational Review Request



DEFIANCE COUNTY BOARD OF COMMISSIONERS
DEFIANCE COUNTY LANDFILL
PHASES 8 AND 9 BAT CELLS AND SUPPORT STRUCTURES CONSTRUCTION

VENDOR SIGNATURE/DATA SHEET

Note: This form must be completed and returned with your bid/proposal.

Contract Title: _____ Contract No. _____

CONTRACTOR:

Company Name

Company Address

City

State

Zip

Printed Name

Signature

Title

Date

CONTRACT LIAISON:

Name

Phone

Email Address

Fax

DEFIANCE COUNTY ADDRESS (if different from above):

Address

City

State

Zip

FEDERAL I.D. NUMBER: _____

SOCIOECONOMIC SURVEY:

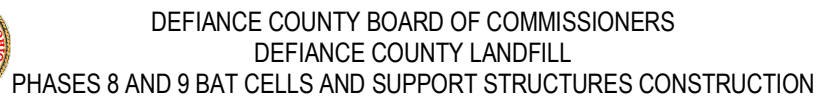
DBE MBE WBE LSA VETERAN
(Circle any that apply)

DBE = Disadvantaged Business Enterprise MBE = Minority Business Enterprise WBE = Woman Business Enterprise LSA = Labor Surplus Area
Veteran = Veteran Owned Business



Vendor Signature Form

F1.Vendor Signature.R00.docx
12/17/2025
Revision 0



Complete the form providing the material or equipment (i.e.: liner, pump); type/make/brand (i.e.: HDPE 40mil texture); amount that will be used during this project and that your pricing/bid is based on (i.e.: 3 pumps, 26000 ft² geotextile); cost for each unit. Please attach additional vendor information or sheets if you need more space than what is provided in this form.

[illegible]



DEFIANCE COUNTY BOARD OF COMMISSIONERS
DEFIANCE COUNTY LANDFILL
PHASES 8 AND 9 BAT CELLS AND SUPPORT STRUCTURES CONSTRUCTION

INFORMATIONAL REVIEW REQUEST FORM

INFORMATION REQUESTED: _____

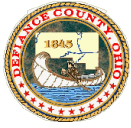
REQUESTED BY: _____

REQUESTED TO: _____

DATE REQUESTED: _____

DATE RECEIVED: _____

SPECIAL INSTRUCTIONS: _____



DEFIANCE COUNTY BOARD OF COMMISSIONERS
DEFIANCE COUNTY SANITARY LANDFILL
PHASES 8 AND 9 BAT CELLS AND SUPPORT STRUCTURES CONSTRUCTION

APPENDIX G

Contractor Forms