



SPECIFICATIONS

**Cold Water Displacement-Type Domestic Meters
Supplied to Medina County Sanitary Engineers
2019**

PREPARED BY:

**MEDINA COUNTY SANITARY ENGINEERING DEPARTMENT
791 W. SMITH ROAD
MEDINA, OHIO 44256**

June 2019

BID DOCUMENTS

for

A ONE (1) YEAR CONTRACT

for

**Cold Water Displacement-Type Domestic Meters
Supplied to Medina County Sanitary Engineers**

June 2019

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INVITATION TO BID

The Medina County Sanitary Engineer's will accept SEALED BIDS in their offices, located at 791 West Smith Road, Medina, Ohio until 1:30 p.m., OHIO TIME, on July 18, 2019, at which time bids will be open and publically read aloud, for **A One (1) Year Contract for Providing Domestic Water Meters to the Medina County Sanitary Engineers Water Department.**

Specifications are available at the office of the Sanitary Engineer located at the Medina County Engineering Center, 791 W. Smith Road, Medina, Ohio, from 8:00 a.m. – 4:30 p.m. Monday through Friday. The estimated cost for this project is:

\$130,000.00

Each BID must be submitted in a sealed envelope, addressed to the Medina County Sanitary Engineer, 791 W. Smith Road, Medina, Ohio 44256. Each sealed envelope containing a BID must be plainly marked on the outside as **Domestic Water Meters**, and the envelope should bear on the outside the name of the BIDDER and his/her address. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to:

Medina County Sanitary Engineer
791 W. Smith Road
Medina, Ohio 44256

The Board of County Commissioners reserve the right to reject and/or accept any or all bids.

This notice may be viewed on the Medina County website at www.co.medinaco.oh.us.org or www.sanitaryengineer.co.medinaco.oh.us.

Board of Medina County Commissioners

Patricia G. Geissman
William Hutson
Colleen M. Swedyk

BIDDING REQUIREMENTS

INFORMATION FOR BIDDERS/GENERAL CONDITIONS

BIDS will be received by the Medina County Sanitary Engineer located at 791 W. Smith Road (south entrance), Medina, Ohio, until 1:30 P.M., (local time), on July 18, 2019 at which time said office publicly opened and read aloud each bid.

Each BID must be submitted in a sealed envelope, addressed to the Medina County Sanitary Engineer, 791 W. Smith Road, Medina, Ohio 44256. Each sealed envelope containing a BID must be plainly marked on the outside as ***Domestic Water Meters***, and the envelope should bear on the outside the name of the BIDDER and his address. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to:

Medina County Sanitary Engineer
791 W. Smith Road
Medina, Ohio 44256

All BIDS must be made on the forms contained herein and the BID prices must be written therein, in figures only. In all items, BIDS must be made separately on labor and material and the total price for each unit shall be the "Total (Sum of Material)." In the event of conflict, the "Total (Sum of Material)" of the unit price or lump sum BID shall govern. Each BIDDER must BID on all Items, Alternates, Deductions, and Additions contained in the Bidding Forms. All BIDS not in conformity with this notice may be considered informal and may be rejected.

The OWNER may waive any informalities or minor defects. Owner may reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Owner and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the Bid Schedule an examination of the site and a review of the drawings and specifications including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

The CONTRACT DOCUMENTS contain the provisions required for the progress of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him/her from fulfilling any of the conditions of the contract.

Each BID must be accompanied by a BID guaranty payable to the OWNER in the form of either:

1. A BOND for the full amount of the BID, with a corporate Surety approved by the OWNER. Use BID guaranty and contract BOND form included herein.
2. A certified check for 10 percent of the BID.
3. A cashier's check for 10 percent of the BID.
4. A letter of credit for 10 percent of the BID.

As soon as the BID prices have been compared, the OWNER will release the BID guaranties of all except the three lowest responsible BIDDERS. When the Agreement is executed, the BID guaranty of the two remaining unsuccessful BIDDERS will be returned. The BID guaranty of the successful BIDDER will be retained until the contract BOND and/or the agreement has been executed and approved, after which it will be returned, if other than a "Bid Guaranty and Contract Bond" was used as a BID guaranty.

A contract BOND in the amount of 100 percent of the CONTRACT PRICE, with a corporate Surety approved by the OWNER, will be required, if applicable, for the faithful performance of the contract. Use contract BOND form included herein.

Attorneys-in-fact who sign "BID Guaranty and Contract BONDS" or "Contract BONDS" must file with each BOND a certified and effective dated copy of their power of attorney.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the contract BOND, if applicable, within 10 calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. The NOTICE OF AWARD shall be accompanied by the necessary Agreement and BOND forms. In case of failure of the BIDDER to execute the Agreement, the OWNER may, at his option, consider the BIDDER in default, in which case the BIDDER will be subject to the liability as set forth in Section 153.54 of the Ohio Revised Code.

The OWNER, within 10 days of receipt of acceptable contract BOND, if applicable, and Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may, by WRITTEN NOTICE, withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The OWNER may make such investigations as he deems necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.

A conditional or qualified BID will not be accepted.

Award will be made to the lowest and best BIDDER.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the CONTRACT throughout.

The ENGINEER is Medina County Sanitary Engineering Department, 791 West Smith Road, Medina, Ohio 44256.

Each BIDDER is required to state in his BID his name and place of residence and the names of all persons interested with him. In the case of a corporation, the names of other than the president and secretary need not be given. References shall be furnished to establish the skill and business standing of the BIDDER.

If any person contemplating submitting a BID for the proposed CONTRACT is in doubt as to the true meaning of any part of the plans, specifications, or other proposed contract documents, he/she may submit to the ENGINEERS a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by ADDENDUM duly issued and a copy of such ADDENDUM will be mailed or delivered to each person receiving a set of such documents. The awarding authority will not be responsible for any other explanations or interpretations of the proposed documents. If there is a conflict between the detailed plans and specifications, the detailed plans shall prevail. When a "Special Specification" is included in the "Bidding Forms", it shall supplement and/or modify the Detailed Specifications included herein and shall govern whenever there is a conflict in meaning.

The BIDDER is required to examine carefully the site of the work, the proposal, plans, and specifications, and to read and acquaint himself/herself with the contract forms for the work contemplated. The BIDDER, in submitting a proposal, warrants that he/she has investigated and is acquainted with the conditions to be encountered for performing the work including the character, quality and quantities of work to be performed and materials to be furnished, the prevailing hourly wage rates for the area in which the project is located and the requirements of the contract documents hereinafter defined. It is mutually agreed that submission of a proposal shall be considered prima facie evidence that the BIDDER has made such examination and is satisfied as to all the conditions which will affect the work.

The quantities listed in the BID are to be considered as approximate and are to be used only for the comparison of the BIDS and as basis for computing amounts of security or penal sums of BONDS to be furnished. The unit prices to be tendered by the BIDDERS are to be tendered expressly for the scheduled quantities as they may be increased or decreased. Payments, except for lump sum CONTRACTS, and except for lump sum items in unit price CONTRACTS, will be made to the CONTRACTOR for the actual quantities only of work performed or materials furnished (measured as indicated in the prices to include) in accordance with the plans and specifications, and it is understood that the scheduled quantities of work to be done and materials to be furnished may each be increased or diminished without any way invalidating the unit BID prices.

Following the BID opening, the OWNER shall determine the Items, Alternates and Additions to be performed. Total BIDS will be calculated by adding the amounts BID by each BIDDER for such Items, Alternates, and Additions, less the Deductions, so selected by the OWNER in determining the lowest and best BID. The OWNER reserves the right to reject any and all BIDS.

The successful BIDDER will be further required to furnish the OWNER with a complete breakdown of the lump sum BID items, to the satisfaction of the ENGINEER, before signing the contract documents.

In determining the award, consideration will be given to (a) whether BIDDER maintains a permanent place of business, (b) suitability of the BIDDER'S plant and equipment for the work, (c) BIDDER'S financial status and organization, (d) BIDDER'S record of experience in constructing improvements of this type, and (e) lowest BID.

Wherever the words "Engineer" or "Engineers" or "Consulting Engineers" are used herein, they shall be understood to refer to Medina County Sanitary Engineer, as defined elsewhere in these documents.

Wherever the words "Owner" or "Board" are used herein, they shall be understood to refer to the Board of County Commissioners, Medina County, Ohio.

You are advised that materials to be incorporated in this work may be purchased by the Contractor free of Ohio State Sales Tax.

The CONTRACTOR agrees that (a) in the hiring of employees for the performance of work under this Contract or any Subcontract, no CONTRACTOR, SUBCONTRACTOR, or any person acting on a CONTRACTOR'S or SUBCONTRACTOR'S behalf, by reason of race, creed, sex, disability or military status as defined in Section 4112.01 of the Ohio Revised Code, or color, shall discriminate against any citizen of the state in the employment of labor or workers who is qualified and available to perform the work to which the employment relates; and (b) that no CONTRACTOR, SUBCONTRACTOR, or any person on a CONTRACTOR'S or SUBCONTRACTOR'S behalf, in any manner, shall discriminate against or intimidate any employee hired for the performance of work under the Contract on account of race, creed, sex, disability, military status as defined in Section 4112.01 of the Ohio Revised Code, or color. If any employee is discriminated against, the CONTRACTOR or SUBCONTRACTOR will be subject to the liability as set forth in Sections 153.59 and 153.60 of the Ohio Revised Code.

Shortly after the Contract is awarded, a conference will be held to discuss the scheduling and performance of the work, the successful bidder and each of his subcontractors shall attend the conference.

Failure to comply with any item in the Description of Work to be Performed, as determined by the Medina County Sanitary Engineer, will result in the termination of this contract.

Delivery

All meters shall be delivered FOB to Medina County Sanitary Engineers meter shop, 793 W. Smith Road, Medina, OH 44256, in accordance with issuance of purchase order. All deliveries shall be made between the hours of 8:00am and 4:00pm Monday through Friday.

Schedule of Work

The Bidder must be prepared to initiate full service under this contract immediately upon receiving notice to proceed from Medina County.

Inspect and Testing

If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested, or approved by someone other than the Contractor, the Contractor will give the Engineer timely notice of readiness. The Contractor will then furnish the Engineer the required certificates of inspection, testing or approval. Any costs incurred shall be borne by the Contractor.

The Engineer, his representative and authorized representatives and agents of any participating Federal or State Agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials and other relevant data and records. The Contractor will provide proper facilities for such access and also for any inspection, or testing thereof.

Materials, Equipment, Services and Facilities

It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities whatsoever necessary to execute, complete, test and perform this Contract.

Contingent Award - Additional Information Required

The Owner will award a Contract as soon as possible after the opening of bids. Said award will be made to that firm which, in the opinion of the Board has submitted the lowest and best bid, based on the information submitted with the bid. No additional information from any party will be accepted prior to award, unless said information is specifically requested in writing by the Owner. The award will be contingent upon the firm to which the Contract has been awarded submitting, no later than 8:00 A.M. on the Monday following the contingent award, such information as shall be delineated in the notice of contingent award. Said information shall include, but shall not necessarily be limited to the following:

- A complete list of all subcontractors who, if approved by the Owner, the Contractor will use in performance of the Contract. This listing shall include the name of each subcontractor, the address of its principal place of business, and the area of work it is anticipated to perform.

- A listing of all equipment which will be utilized.
- A listing of all employees of the Contractor and all subcontractors (including personnel) which the Contractor anticipates using to carry out the terms of the Contract.
- Any other information the Owner deems pertinent to determine the capability of the
- All Bidders are cautioned that complete compliance with this section is a prerequisite to execution of the Contract by the Owner. If any requirements of this section are not met by the Bidder to whom the award has been made, then;
 - (1) the award will be rescinded;
 - (2) the Bid Bond of the initial Contractor will be forfeited; and
 - (3) the Contract will be awarded to the second lowest and best Bidder.

Subcontractors

Since this Contract is made pursuant to the Bid submitted by the Contractor and in reliance upon the Contractor's qualification and responsibility, the Contractor shall not sublet nor shall any subcontractor commence performance of the work included in this Contract without the previous written consent of the Owner. In making the application for subcontracting any portion of work, the Contractor shall provide the work the subcontractor is to do, which he will be utilizing, his place of business, a list of equipment and such other information as may be required. Subcontracting, if permitted, shall not relieve the Contractor of his surety of any of his or its obligations under this Contract.

All subcontractors for work covered by this Contract must conform to the requirements of the Contract. The Contractor shall be and remain solely responsible to the Owner for the acts or faults of his subcontractor and of such subcontractor's officers, agents and employees each of whom shall, for this purpose, be deemed to be the agent or employee of the Contractor to the extent of the subcontractor. The Contractor shall promptly, upon request of the Owner file a copy of the subcontract with the prices and terms of payment deleted as a condition precedent to the approval of the subcontract. The Contractor and subcontractor shall jointly and severally agree that no obligation upon the Owner is thereby created to pay to, or see to the payment of any sums to any subcontractor.

Contractor's Personnel and Equipment List

The Contractor will be required to give the Owner a list of all drivers, supervisors, and vehicles working for him/her and his/her subcontractor under this Contract and to keep this list current by updating it whenever a change in personnel or equipment occurs.

Bid Evaluation

Using the form furnished with these specifications, the Contractor shall submit his/her bid on the material to be supplied on a unit cost basis per category specified. Domestic cold water meters shall be bid on a per unit price per size for both ECR and TRPL and shall include all costs, charges, equipment, delivery, etc., for the entire Contract period. All bids shall be evaluated based on cost effectiveness, level of service and ability to comply with environmental regulations.

Force Majeure

This Contract shall be subject to failure or delay caused by strikes, public commotion, Acts of God, or other causes beyond the control of the Contractor including orders or limitations from any governmental agency having jurisdiction over the subject matter of the Contract.

WATER METER SPECIFICATIONS

**5/8 x 3/4", 3/4" short body, 1" ECR/TRPL
COLD WATER DISPLACEMENT-TYPE**

Water meters shall be Sensus Accustream, or approved equivalent as determined solely by the Medina County Sanitary Engineer.

1. METER

- a. The meter shall be equipped with a register designed to communicate with touchpads, AMR or AMI systems.
- b. The body of the meter shall be fully tested to withstand 150 psi working pressure.
- c. The meter body shall be made of composite material.
- d. The spud ends shall be made of composite material.
- e. The water meter shall consist of: maincase; measuring chamber; sealed register, and bottom plate.
 - i. Maincases shall be made of composite plastic material with externally-threaded spuds.
 - ii. Maincases shall not be made of metal material.
 - iii. Registers shall be housed in a bonnet of synthetic polymer.
 - iv. Measuring chambers shall be made of a synthetic material, a corrosion-resistant, thermoplastic material formulated for long-term performance and especially suitable for aggressive water conditions.
 - v. The meter shall have a composite bottom plate.
- f. All parts of meter shall be corrosion resistant.
- g. All materials in the measuring chamber housing and device measuring elements shall be constructed of smoothly-finished, water-lubricated engineered plastics.
- h. Rigid polymer strainers shall be provided.
- i. The meter shall use oscillating piston technology.
- j. The meter shall be capable of horizontal installation.
- k. Normal operating flow, low flow accuracy, maximum continuous operation, and pressure loss shall be as follows:

Meter Size	Normal Operating Flow	Low Flow Accuracy	Maximum Continuous Operation	Pressure Loss
5/8"	1 - 20 gpm	1/4 gpm	10 gpm	8 psi at 15 gpm
3/4"	2 - 30 gpm	1/2 gpm	15 gpm	4 psi at 15 gpm
1"	3 - 50 gpm	3/4 gpm	25 gpm	3.5 psi at 25 gpm

- l. The meter shall have certification for compliance of NSF 61 and NSF-372 and the latest revision to AWWA standard C710.
- m. The meter shall have an 8-digit serial number clearly stamped on the body of the meter.
- n. There shall be no exposed bolts on the body.
- o. The meter shall be compliant with the appropriate AWWA standard for lay length.
- p. The meter shall have a tamper-resistant bottom plate.

- q. The meter shall be tested for accuracy in the factory.
- r. The meter shall not be shipped with water.
- s. The warranty for the meter accuracy shall be 20 years (5 years at new meter accuracy, 15 years at used meter accuracy).
- t. The meter shall be NTEP certified.

2. ELECTRONIC REGISTER

- a. The register shall be electronic with an LCD display.
- b. There shall be a low battery icon indicator on the register display.
- c. The meter size shall be on the register display.
- d. The unit of measure shall be on the register display.
- e. A forward and reverse flow indicator shall be on the register display.
- f. The register shall include a low flow indicator on the dial face (i.e. 9th digit).
- g. The register shall be removable without removing the meter from installation.
- h. Barcoding shall be provided on the meter test tags.
- i. Barcoding shall be provided on the shipment boxes.
- j. Register serial number shall be clearly stamped on the register.
- k. The register shall have a battery with a 20 year warranty (pro-rated).
- l. The register shall conform to American Water Works Standard C-707 as most recently revised.
- m. The register shall comply with Part 15 of the FCC Rules.
- n. The register shall be of the straight reading type with no multiplier.
- o. The register shall read in gallons.
- p. The register shall be capable of direct visual reading at the meter and by remote reading utilizing an interrogation device that connects to the water meter via a TouchPad located external to the meter, or by a SmartPoint module for remote based AMR/AMI.
- q. The LCD digits shall use standard notation (billions, millions, and thousands separators and decimal points).
- r. The LCD shall identify the AMR digits with a bar above the digit.
- s. The LCD display shall remain on for 30 seconds then will turn off to maximize battery life.
- t. An alarm mode shall be viewable by closing and re-opening the lid.
- u. There shall be a unique locking system that prevents customer removal of the register to obtain free water.
- v. The register shall be field replaceable.
- w. The register output data format shall be 7-bit ASCII (American Standard Code for Information Interchange) digital, plus an even parity bit.
- x. Upon interrogation with a TouchPad or AMR/AMI product, the register shall transmit a reading containing 4 to 8 digits (field programmable) and a user defined alphanumeric identification of up to 12 characters (field programmable).
- y. The register shall also be able to be programmed to output a factory set, non-programmable identification number, Customer Text of up to 20 alphanumeric characters (field programmable), a reading multiplier ranging from 10⁻⁹⁹ to 10⁹⁹ (field programmable), and/or a reading measurement unit indicator (for example, US Gallons – field programmable).

- z. Change gears shall not be allowed to calibrate the meter.
- aa. A single register type shall be used for any registration and all residential (5/8" - 1") meter sizes.
- bb. The meter shall have a dry register and not an oil-filled register.
- cc. The register shall have inside-set and pit-set versions.

3. INSIDE-SET REGISTER

- a. All components shall be contained in a permanently hermetically sealed, tamperproof enclosure made of a corrosion resistant material and covered with a plastic lens
- b. The meter register shall be provided with three terminal connections.
- c. The terminal connections shall be protected with a dust cover on the register.
- d. The terminal connection dust cover shall be of a snap-on configuration not requiring screws and be equipped with seal wire holes for security.
- e. The connection between the meter register and the TouchPad shall be accomplished with the use of only two terminal connections.
- f. The connection between the meter register and the radio transmitter shall be accomplished with the use of a touch coupler.
- g. The register shall transmit the meter reading and register data directly to the interrogation device through the TouchPad or to the SmartPoint when interrogated by an AMR/AMI system.

4. PIT-SET REGISTER

- a. All components shall be contained in a permanently hermetically sealed, tamperproof enclosure made of a corrosion resistant material.
- b. The connection between the meter register and the remote pitlid module shall be accomplished with the use of a 3-conductor cable.
- c. The register shall transmit the register data directly to the pitlid when interrogated by the interrogation device.
- d. To ensure a reliable interrogation system in the moisture environment of a meter pit or vault, the pitlid-mounted module shall be housed in a separate enclosure with factory sealed connections consisting of an environmentally approved epoxy at both the pitlid module and register terminal connections.
- e. The pitlid module shall be of a sturdy and tamperproof construction.
- f. The module shall allow for ease of installation on any pitlid (plastic, cast iron or concrete) by cutting an appropriately placed 1-3/4" hole in the lid.
- g. The entire pitlid module shall be constructed of a suitable synthetic polymer for long service life under normal operating conditions.
- h. The meter shall be capable of being interrogated through the pitlid module when the module is submerged in water or covered with up to 3/16" of debris.

5. METER EXCHANGE PROGRAM

The water meter manufacturer and supplier shall have a program wherein like-sized water meter, removed from service as a result of wear and/or age, are exchanged for credit toward meter purchasing. The water meter supplier will pick up and deliver exchanged water meters with no charge.

6. WATER METER TO TRANSMITTER CONNECTIVITY

The water meter shall be fully compatible with Sensus M510M, M520M, M510R and M520R radio transmitters without requiring any type of accessory or adapter, third party device or software, of any kind, while retaining simultaneous functionality with an installed touch coupler.

BIDDING FORMS

BID GUARANTY AND CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____
as Principal, and _____
as Sureties, are hereby held and firmly bound unto The Board of County Commissioners of
Medina County, Ohio as OWNER and obligee in the penal sum of the dollar amount of the bid
submitted by the Principal to the OWNER on _____, 2019 to undertake
the PROJECT known Cold Water Displacement – Type Domestic Meters Supplied to Medina
County Sanitary Engineers. The penal sum referred to herein shall be the dollar amount of the
Principal's BID to the OWNER, incorporating any additive or deductive alternate proposals
made by the Principal on the date referred to above to the OWNER, which are accepted by the
OWNER. In no case shall the penal sum exceed the amount of
dollars. For the payment of the penal sum well and truly to be made, we hereby jointly and
severally bind ourselves, our heirs, executors, administrators, successors, and assigns. (If the
foregoing is not filled in the penal sum will be the full amount of the principals bid, including
any alternatives. Alternatively, if the blank is filled in the amount must not be less than the full
amount of the bid including alternatives in dollars and cents. Any percentage is not acceptable.)

Signed this _____ day of _____, 2019

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named
Principal has submitted a BID for _____.

NOW, THEREFORE, if the OWNER accepts the BID of the Principal and the Principal fails to
enter into a proper contract in accordance with the BID, PLANS, details, SPECIFICATIONS,
and bills of material, and in the event the Principal pays to the OWNER the difference not to
exceed 10 percent of the penalty hereof between the amount specified in the BID and such
larger amount for which the OWNER may in good faith contract with the next lowest BIDDER
to perform the WORK covered by the BID; or in the event the OWNER does not award the
contract to the next lowest BIDDER and resubmits the PROJECT for bidding, the Principal
pays to the OWNER the difference not to exceed 10 percent of the penalty hereof between the
amount specified in the BID, or the costs, in connection with the resubmission, of printing new

CONTRACT DOCUMENTS, required advertising, and printing and mailing notices to prospective BIDDERS, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect; if the OWNER accepts the bid of the Principal and the Principal within 10 days after the awarding of the contract enters into a proper Agreement 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:

NOW ALSO, if the said Principal shall well and faithfully do and perform the things agreed by them to be done and performed according to the terms of said Agreement; and shall pay all lawful claims of SUBCONTRACTORS, material suppliers, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said Agreement; 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 OWNER 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 Agreement or in or to the PLANS or SPECIFICATIONS therefore shall in any wise affect the obligations of said Surety on its BOND.

CONTRACTOR

By: _____

(Surety)

(Address of Surety)

BY: _____

Attest: _____

(Address of Agent)

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and must not exceed the underwriting limitation. Surety companies must be authorized to transact business in the State where the PROJECT is located and shall furnish proof of such authorization in the BID.

FORM OF NONCOLLUSION AFFIDAVIT

State of Ohio)
) ss.
County of _____)

Bid Identification _____

being first duly sworn, deposes and says that he is _____
(sole owner, a partner, president, secretary, etc.) of _____ the
party making the foregoing bid; that 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 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 any one shall refrain from bidding; that said bidder has not in any manner, directly or indirectly,
sought by agreement, communication or conference with any one to fix the bid price of said bidder or of any other
bidder, or to fix any overhead, profit, or cost element of such bid price, or of that of any other bidder, or to secure
any advantage against the public body awarding the contract or any one 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 any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid
and will not pay any fee in connection therewith, to any corporation, partnership, company, association,
organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or
persons as have a partnership or other financial interest with said bidder in his general business.

Signed: _____

Contractor

Subscribed and sworn to before me this

_____ day of _____, _____

Seal of Notary

Notary Public _____

BID

Proposal of _____
(hereinafter called "BIDDER") organized and existing under the laws of the State of _____
doing business _____*. To the County of Medina, Ohio (hereinafter called
"OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all
WORK for **Providing Water Meters to the Medina County Sanitary Engineers Water
Department** in strict accordance with the CONTRACT DOCUMENTS, within the time set
forth therein and at the price stated below.

By submission of the BID, each BIDDER certifies and in the case of a joint BID, each party
thereto certifies as to his own organization, that this BID has been arrived at independently,
without consultation, communication, or agreement as to any matter relating to this BID with
any other BIDDER or with any competitor.

BIDDER hereby agrees to commence work under this contract on or before the date specified in
the NOTICE TO PROCEED and to fully complete the PROJECT within the date specified in
the CONTRACT.

BIDDER acknowledges receipt of the following ADDENDUM:

*INSERT A "A CORPORATION", "A PARTNERSHIP", OR "AN INDIVIDUAL" AS APPLICABLE.

**BID SCHEDULE
for
A ONE (1) YEAR CONTRACT FOR
PROVIDING DOMESTIC WATER METERS TO THE
MEDINA COUNTY SANITARY ENGINEERS WATER DEPARTMENT**

	<u>UNIT</u>		<u>ESTIMATED ANNUAL QUANTITY*</u>		<u>TOTAL</u>
DOMESTIC, COLD WATER METERS (ECR)					
3/4" SHORT BODY	\$ each	x	200	=	
5/8x3/4"	\$ each	x	650	=	
1"	\$ each	x	25	=	
DOMESTIC, COLD WATER METERS (TRPL)					
3/4" SHORT BODY	\$ each	x	150	=	
5/8x3/4"	\$ each	x	25	=	
1"	\$ each	x	25	=	

***Based on One (1) Year Estimated Contract Quantity. Medina County Sanitary Engineers may purchase more or less than the quantity listed above as needed.**

RESPECTFULLY SUBMITTED:

Signature

Address

Title

Date

License No. (If applicable)

Federal I.D. #

(SEAL - if BID is by a corporation)

Attest

BONDING INFORMATION:

LOCAL INSURANCE AGENT:

Name

Address

Phone

Name

Address

Phone

QUALIFICATION REQUIREMENTS

The undersigned offers the following information relative to the facilities, ability and financial resources available for the fulfillment of the Contract if such be awarded to him.

FACILITIES: That he/she or they own and have available for immediate use on the proposed work the following site and equipment:

FINANCIAL RESOURCES: That information relative to his/her or their financial resources can and may be obtained from the following: (give name, business and address/phone number)

ABILITY: That he or they have performed the following work: (give location, date, kind, size or cost, and reference to name and address of client and engineer)

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

Signed this ____ Day of _____, 2019

Contractor
(Signature of individual, partner or officer signing the proposal)

CONTRACT FORMS

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, by and between **The Board of County Commissioners of Medina County, Ohio**, hereinafter called "OWNER" and _____, doing business as (a corporation) hereinafter called "CONTRACTOR".
WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the **Delivery of Cold Water Displacement-Type Domestic Meters ECR/TRPL in 5/8" x 3/4", 3/4" short body and 1" sizes.**

2. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 consecutive calendar days after the date of the NOTICE TO PROCEED.

3. The CONTRACT shall remain in effect until the _____.

4. The term "CONTRACT DOCUMENTS" means and includes the following:
 - (A) ADVERTISEMENT FOR BIDS
 - (B) INFORMATION FOR BIDDERS
 - (C) BID GUARANTY & CONTRACT BOND
 - (D) FORM OF NON-COLLUSION AFFIDAVIT
 - (E) INDEPENDENT CONTRACTOR INDEMNIFICATION CLAUSE
 - (F) BID
 - (G) AFFIDAVIT IN COMPLIANCE WITH SECTION 3517.13
 - (H) NEW VENDOR INFORMATION FORM
 - (I) AGREEMENT
 - (J) LEGAL OFFICER STATEMENT
 - (K) PERSONAL PROPERTY TAX VERIFICATION
 - (L) CONTRACT BOND
 - (M) NOTICE OF AWARD
 - (N) NOTICE TO PROCEED
 - (O) CERTIFICATE OF LIABILITY INSURANCE
 - (P) GENERAL CONDITIONS
 - (Q) SPECIFICATIONS prepared or issued by **Medina County Sanitary Engineer**, dated June 2019.
 - (R) ADDENDA:
 - No. _____, dated _____, 20
 - No. _____, dated _____, 20
 - No. _____, dated _____, 20
 - No. _____, dated _____, 20

5. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

6. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns. In WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in 5 each of
(Number of Copies)
which shall be deemed an original on the date first above written.

OWNER: Board of County Commissioners
of Medina County, Ohio

Patricia G. Geissman

William Hutson

Colleen M. Swedyk

CONTRACTOR:

By

Name

Address

Approved as to form:

S. FORREST THOMPSON
Medina County Prosecutor

By: _____
Brian M. Richter
Assistant Prosecuting Attorney

PERSONAL PROPERTY TAX VERIFICATION

Now comes _____, successful bidder on a contract by competitive bid for _____ on the _____ day of _____, and hereby first being duly sworn, depose and says that he/she/it was/was not charged with delinquent personal property taxes on the tax list of Medina County in the sum of \$ _____ plus \$ _____ for due and unpaid penalties interest thereon.

Further Affiant Sayeth Naught.

(Signature)

Sworn to before me this _____ day of _____, 20_____

Notary Public

My Commission Expires

INDEPENDENT CONTRACTOR INDEMNIFICATION CLAUSE

The contractor and the owner mutually agree that the relationship formed by this agreement is intended to be that of customer and independent contractor, and is not an employment relationship.

The contractor hereby represents that it is not an entity over whom the National Labor Relations Board has ever declined jurisdiction.

The contractor further agrees and covenants that, should a safety issue or complaint arise from, or involving, an employee, agent or representative of the contractor; the contractor will indemnify and hold the owner harmless, and will assume all legal and financial responsibility for said issue or complaint including, but not limited to, all fines, fees, costs, corrective action, provision of equipment, training and administration.

The contractor further agrees and covenants that, should a safety related issue, suit, or complaint be filed against the owner by an employee, agent, or representative of the contractor, the contractor will pay all associated costs of the owner, as the owner deems necessary, in order to defend, correct, or resolve said issue or complaint.

Signed:

Contractor

Contractor:

Date:

NOTICE OF AWARD

TO: _____

PROJECT DESCRIPTION: _____

The OWNER has considered the BID submitted by you for the above described WORK in response to its advertisement for bids dated _____, and information for bidders.

You are required by the information for bidders to execute the agreement and furnish the required CONTRACTOR'S Contract Bond (if needed) and Certificates of Insurance within ten (10) consecutive calendar days from the date of this notice to you.

If you fail to execute said agreement and to furnish said BOND (if needed), and Certificates of Insurance within ten days from the date of this notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID GUARANTY. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this ___ day of _____.

The Board of County Commissioners of Medina County, Ohio

OWNER

BY

TITLE **Amy S. Lyon-Galvin, Sanitary Engineer**

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by

this the _____ day of _____, 2019

By _____

Name and Title _____

cc: Contractor's Surety
Surety's Agent

NOTICE TO PROCEED

TO: _____ DATE: _____

PROJECT DESCRIPTION:

The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 consecutive calendar days after the date of the NOTICE TO PROCEED and will complete the same within consecutive calendar days.

Medina County Sanitary Engineering Dept.

By: _____
Amy S. Lyon-Galvin, P.E.
Sanitary Engineer

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged

by _____

this the _____ day of _____, 2019

By: _____

Print Name: _____

Title: _____

CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____

as principal and _____
as Sureties, are hereby held and firmly bound unto the Board of County Commissioners of Medina County
in the penal sum of _____ dollars, for the payment of
which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors,
administrators, successors, and assigns.

Signed this _____ day of _____, 20 _____.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal
did on the _____ day of _____, 20 _____,
enter into agreement with The Board of County Commissioners of Medina County
which said Agreement is made a part of this BOND the same as though set forth herein;

Now, if the said _____ shall well and
faithfully do and perform the things agreed by _____
to be done and performed according to the terms of said Agreement; and shall pay all lawful claims of
SUBCONTRACTORS, material suppliers, and laborers, for labor performed and materials furnished in the
carrying forward, performing, or completing of said Agreement; 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 OWNER as 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 Agreement or in or to the PLANS or SPECIFICATIONS therefor shall in any wise affect
the obligations of said Surety on its BOND.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall
abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed _____ (number) counterparts, each one of which shall be deemed and original, this the _____ day of _____, 20 ____.

ATTEST:

PRINCIPAL

(Principal) Secretary

(SEAL)

By _____ (s)

Name _____

Witness as to Principal

Title _____

Address _____

(Address)

ATTEST:

Surety

(Surety) Secretary

(SEAL)

By _____

Witness as to Surety

Attorney-in-Fact

(Address)

Address _____

NOTE: Date of BOND must not be prior to date of Agreement.
If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and must not exceed the underwriting limitation.

Surety companies must be authorized to transact business in the State where the Project is located and shall furnish proof of such authorization with the BID.