Public Health
Prevent. Promote. Protect.
Tuscarawas County
Health Department

2024

Tuscarawas County

BID PACKET

Water Pollution Control Fund

Household Sewage Treatment Systems Projects

897 E. Iron Ave.
Dover, OH 44622

(330) 343-5555
(330) 343-1601

www.tchdnow.org
director@tchdnow.org

Accredited Health Department
PHAB
Advancing Public Health Performance
Public Health Accreditation Board

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Tuscarawas County Health Department Home Sewage Treatment System Improvements

Contractor – Agency Agreement

This agreement, entered into on _____ day of _____, 2024, by and between _____ hereinafter called the "Contractor" and Tuscarawas County Health Department, called the Agency.

Witnessed, that whereas on _____, 2024, said Agency duly accepted the Bid and Proposal for material and labor required to install/repair/replace the household sewage treatment system work on the premises commonly known as

_____

_____

_____, County of Tuscarawas, State of Ohio.

Now, therefore, the Contractor and Agency for the considerations and under the conditions hereinafter set forth, do agree as follows:

The Contractor shall:

1. Furnish all labor, materials, tools, supervision, and services to do the work described in the installation permit, attached and made a part hereof, for the total sum of _____.
2. Not begin the work to be performed until receipt of written "Notice to Proceed"
3. Receive the written "Notice to Proceed" within thirty (30) calendar days from the date of the Agency's acceptance of the contractor's bid. If the "Notice to Proceed" is not received by the Contractor within thirty (30) calendar days, the Contractor has the option of withdrawing his bid. Such withdrawal is made in writing and delivered to the Owner of the property and a copy to the Tuscarawas County Health Department.
4. Commence work to be performed under this contract within fourteen (14) calendar days of the date of issuance of the "Notice to Proceed"
5. Satisfactorily complete the work to be performed by _____.

6. Comply with the requirements of the Tuscarawas County Health Department Sewage Treatment System Regulations.
7. Tuscarawas County Health Department for a final inspection before backfilling and supplying a completed and signed "as-built" diagram at the time of the inspection.
8. Comply with the following requirements, attached, and made a part hereof. These documents must be signed and submitted with all bids:
    a. Equal Employment Opportunity Certification
    b. Certificate Regarding Debarment, Suspension and other Responsibility Matters
    c. Violating Facilities Clause
    d. American Iron and Steel Acknowledgement
    e. WPCLF Assistance Agreement Rights of Access
    f. WPCLF Assistance Agreement and Contract Conflicts
    g. Insurance provisions
    h. WPCLF Change Order Form

General Conditions

1. The signatories agree to ensure that the Director or its duly authorized agents shall have the right at all reasonable times to enter upon the Project Site and Facilities and to examine and inspect the same and to exercise the Director's rights pursuant to the WPCLF Assistance Agreement.
2. In the event of a conflict between the contract and the WPCLF Assistance Agreement, the provisions of the WPCLF Agreement shall prevail.
3. This contract embodies all representation, rights, duties, and obligations of the parties and any prior oral or written agreement not embodied herein shall not be binding upon or endue to the benefit of any of the parties.
4. The Contractor will be reimbursed for work reformed only after:
    a. The contract has been executed by all parties and a copy submitted to Ohio EPA.
    b. The installation of the HSTS has been inspected by the Tuscarawas County Health Department and final approval has been issued.
    c. Invoice that documents costs incurred for the individual HSTS improvements are submitted by the Agency to Ohio EPA.

d. The Ohio EPA reviews and approves the submissions and directs the Ohio Water Development Authority to disburse approved amounts to the Agency.

e. If applicable, the contractor must provide in writing acceptance of the homeowner's 15% or 50% of the cost of the HSTS improvements.

5. The parties hereto agree to hold the Tuscarawas County Health Department and its officials and employees, harmless for any damages concerning the undertaking and execution of this contract.
6. The Contractor shall not assign this contract without written consent of the Tuscarawas County Health Department.
7. All payment retention requirements must comply with ORC 153.12, escrow accounts must comply with ORC 153.13 and payment of materials must comply with ORC 153.14.
8. In case the Contractor fails to furnish materials or execute work in accordance with the provisions of this contract, or fails to proceed with or complete work within the time limit specified in this contract, or if the provisions of this contract are otherwise violated by the Contractor, then, upon ten (10) days written notice to the Contractor, the Tuscarawas County Health Department, shall have the right to declare the Contractor in default of his performance of his obligations under this contract. Said notice shall contain the reason for the Health Department's intent to declare the Contract at fault and unless within ten (10) days after the service of the said notice, the violations shall cease or satisfactory arrangements shall be made for its correction, the Contractor, by written notice, may be declared in fault of his right to proceed under the Contract terminated. In that event the Contractor declares fault to the Health Department, the Health Department will proceed to have the work completed by a qualified contractor from any money due to the Contractor under this agreement, and the Contractor shall be responsible for any damages resulting to the property owner because of said default.
9. Termination for Cause: This agreement may be terminated for just cause. Just cause shall include:

    a. Inability to complete the job in a timely and proper manner

    b. Documented unworkmanlike conduct at the job site

    c. Lack of knowledge to perform duties according to code and standards

1. If any of the above occurs, the Contractor shall be immediately notified. Upon receipt of the notification, all work shall cease, and the Contractor must exit the premises and may not visit the job site. An inspection will be done by the Tuscarawas County Health Department to determine what work needs to be completed. The Contractor will not be paid for any of the work done until the work remaining to be completed can be bid awarded to a qualified contractor to complete.

10. The Contractor shall promptly remedy any defects in the work and pay for any damage or other work resulting from which may appear within one (1) year from the date of final approval of the installation/repair/replacement of the household sewage treatment system.

In witness thereof: Contractor _____ have hereunto set their hand on this date: _____

Signed in the presence of:

_____ _____

Witness Contractor

_____ _____

Witness Name and Title of Authorized Representative

Contractor Equal Employment Opportunity Certification

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

1. The undersigned will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The undersigned will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The undersigned agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this equal opportunity (federally assisted construction) clause.
2. The undersigned will, in all solicitations or advertisements for employees placed by or on behalf of the undersigned, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The undersigned will send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the undersigned's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The undersigned will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The undersigned will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency of the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the undersigned's non-compliance with the equal opportunity (federally assisted construction) clause of this contract of with any of the said rules, regulations, or

orders, this contract may be canceled, terminated or suspended in whole or in part, and the undersigned may be declared ineligible for further Government contracts of federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No 11246 of September 24, 1965, or by rules, regulations, or order of the Secretary of Labor, or as provided by law.

7. The undersigned will include this equal opportunity (federally assisted construction) clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No 11246 of September 24, 1965, so that such provision will be binding upon each subcontract or vender. The undersigned will take such action concerning any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor, as a result of such direction by the administering agency the undersigned may request the United States to enter into such litigation to protect the interest of the United States.

_____ _____

(Signature) (Date)

_____

(Name and Title of Signer, Please Print)

_____

(Firm Name)

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

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

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within three years preceding this proposal been convicted of or had a civil judgment rendered against them for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission if embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph (b) of this certification;

(d) Have not within three years preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default; and

(e) Will not utilize a subcontractor or supplier who is unable to certify (a) through (d) above.

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

_____

Type Name & Title of Authorized Representative

_____

Signature of Authorized Representative

_____

Date

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

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

Under Executive Order 12549, an individual or organization debarred or excluded from participation in Federal assistance or benefit programs may not receive any assistance award under a federal program or a sub-agreement thereunder for $25,000 or more.

Accordingly, each prospective recipient of an EPA grant, loan, or cooperative agreement and any contract or sub agreement participant thereunder must complete the attached certification provide an explanation why they cannot. For further details, see 40 CFR 32.510, Participants' responsibilities, in the attached regulation.

Go to https://www.sam.gov/portal/SAM/##11 to access the Excluded Parties List System (EPLS). The EPLS includes information regarding entities debarred, suspended, proposed for debarment, excluded, or disqualified under the nonprocurement common rule, or otherwise declared ineligible from receiving federal contracts, certain subcontracts, and certain Federal assistance and benefits. This information may include names, addresses, DUNS numbers, Social Security Numbers, Employer Identification Numbers or other Taxpayer Identification Numbers, if available and deemed appropriate and permissible to publish by the agency taking the action.

WHERE TO SUBMIT

The prospective EPA grant, loan, or cooperative agreement recipient must return the signed certification or explanation with its application to the appropriate EPA Headquarters, Regional office, or Ohio EPA, as required in the applications.

A prospective prime contractor must submit a complete certification or explanation to the individual or organization awarding the contract.

Each prospective subcontractor must submit a complete certification or explanation to the prime contractor for the project.

Applicants may reproduce these materials as needed and provide them to their prospective prime contractor, who, in turn, may reproduce and provide them to prospective subcontractors.

Additional copies / assistance may be requested from:

Ohio EPA

Division of Environmental and Financial Assistance

P.O. Box 1049

Columbus, Ohio 43216-1049 (614) 644-2798

http://epa.ohio.gov/defa/EnvironmentalandFinancialAssistance.aspx

American Iron and Steel Acknowledgement

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

_____ _____

Signature Date

_____

Name and Title of Authorized Signatory, Please Print or Type

Created: 11/24 KS

_____

Bidder's Firm

_____Check here if the WPCLF or WSRLA applicant will be requesting an individual waiver for non-American-made iron and steel products. Please note that the waiver box does not need to be marked for nationwide waivers.

Violating Facilities Clause

The Contractor agrees to comply with all applicable standards, orders, or requirements under Section 306 of the Clean Air Act, 42 USC 1857 (h), Section 508 of the Clean Water Act, 33 USC 1368, Executive Order 11738, and EPA regulations, 40 CFR Part 32, which prohibits the use under non-exempt Federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities.

_____ _____

Signature Date

_____

Name and Title of Authorized Signatory, Please Print or Type

_____

Bidder's Firm

WPCLF Assistance Agreement Rights of Access

Sections 2.1 through Section 2.2 and Sections 3.1 and 3.2 of the WPCLF Assistance Agreement lists requirements for construction contracts, including the obligation to include access for Ohio EPA and to ensure the contract complies, and consistent, with the terms of the WPCLF Assistance Agreement. The following "access" language is required to be included verbatim: "The signatories agree to ensure that the Director or its duly authorized agents shall have the right at all reasonable times to enter upon the Project Site(s) and Project Facilities, and to examine and inspect the same and to exercise the Director's rights under the WPCLF Assistance Agreement."

_____ _____

Signature Date

_____

Name and Title of Authorized Signatory, Please Print or Type

_____

Bidder's Firm

WPCLF Assistance Agreement and Contract Conflicts

Section 3.2 (b) through (d) of the WPCLF Assistance Agreement lists requirements for construction contracts, including the obligation to include access for Ohio EPA and to ensure the contract complies, with and is consistent, with the terms of the WPCLF Assistance Agreement. The following "conflicts" language is required to be included verbatim: "In the event of a conflict between the contract and the WPCLF Assistance Agreement, the provisions of the WPCLF Agreement shall prevail."

_____ _____

Signature Date

_____

Name and Title of Authorized Signatory, Please Print or Type

_____

Bidder's Firm

Insurance Provisions

Section 3.5 of the WPCLF Assistance Agreement contains specific requirements regarding insurance for all contractors and all subcontractors for the life of the contract. These insurance requirements must be reflected in the contract documents. Adjust the following language as needed to meet the specifics of the construction project and local requirements while still meeting the provisions of the Loan Agreement.

The Contractor shall, at his expense, furnish and maintain insurance in the form and amounts specified in subparagraphs 1 through 7 inclusive of this section. Policies shall be with acceptable insurance companies authorized to do business in the State of Ohio.

The Contractor shall not commence Work, nor shall he permit any of his Sub-contractors to commence Work until the insurance policies specified hereinafter, or otherwise required, have been submitted to, and approved by the Owner. Such insurance policies shall be kept in force until the Contractor receives final payment.

Insurance shall be endorsed so that it cannot be changed or canceled in less than ten (10) days after receipt by the Contractor and the Owner of written notice of such proposed action from the Insurer.

The insurance specified in Subparagraphs 1, 2, 3 and 4 shall be written under the comprehensive general form of liability insurance contracts.

The Contractor shall furnish three (3) certificates or, whenever specifically requested by the Owner, three (3) certified copies of the insurance policies themselves and a receipt evidencing full payment of the premiums.

In addition to the insurance described hereinafter, the Contractor shall secure and maintain such other insurance as may be designated elsewhere in the Contract document.

If the Contractor is required to repair or perform Work after the completion of the Work involved under this Contract or obtain new policies in accordance with the requirements in this section.

1. General Liability: In addition to such fire and other physical damage insurance as the Contractor elects to carry for his own protection, he shall also secure and maintain in the name of the Owner, the government agency sponsoring the Project, Subcontractors, the

Consulting Engineer and any other parties having an interest in the Project, as named insured as their interest may appear; a general liability policy for fire, extended coverage, vandalism and malicious mischief in the amount of one hundred (100) percent of the value of the complete parts of the Project and Materials in storage, except that such coverage shall not be required in connection with sewer, water main or paving construction. Pump or lift station construction shall not be considered sewer or water main construction for purposes of this paragraph.

2. Workers Compensation: The Contractor shall provide Worker's Compensation Insurance for all employees engaged in Work who may come within the protection of the worker's compensation law, and, where applicable, employer's General Liability Insurance for employees not so protected and shall require all Subcontractors to provide corresponding insurance.
3. The Contractor shall indemnify the Owner and the Consulting Engineer against any liabilities, costs, and expenses due to accidents or other occurrences covered by the worker's compensation law.
4. Contractor's Motor Vehicle Bodily Injury and Property Damage Liability Insurance: Insurance to cover liability arising from the use and operation of motor vehicles in connection with the performance of the Contract (as customarily defined in liability insurance policies), whether they be owned, hired or non-owned by the Contractor, as follows:
    a. Bodily Injury Liability: $500,000 for each person; limit of $1,000,000 for each occurrence.
    b. Property Damage Liability: $500,000 for each occurrence.
5. Contractor's Public Liability and Property Damage Liability Insurance: Contractor's Public Liability Insurance provides a limit of not less than $500,000 for all damages arising out of bodily injuries, including accidental death to one person, and a total limit of $1,000,000 for all damages arising out of bodily injuries, including accidental death, to two or more persons in any one occurrence. Contractor's Property Damage Liability Insurance provides for a limit of not less than $500,000 for all damage to or destruction of property.

6. Coverage under this policy shall include, to the limits indicated above, the collapse or damage to any structure, building or its contents, public or private utility, or pavement during construction and for two (2) years thereafter.
7. Whenever Work under the Contract is to be done in the vicinity of existing underground utilities or structures, coverage under the policy shall also include, to the limits indicated, all damages to said underground utilities or structures during construction and for two (2) years thereafter. Whenever Work under the Contract is to be done by blasting, coverage under the policy shall also include, to the limits indicated above, all damages of any kind whatsoever caused by blasting.
8. Contractor's Protective Public Liability and Property Damage Liability Insurance: Contractor's Protective Public Liability and Property Damage Liability Insurance for operations performed by Subcontractors providing for coverage and limits corresponding to those described in subparagraph 4.
9. Owner's Protective Public Liability and Property Damage Liability Insurance: Regular Owner's Protective Public Liability and Property Damage Liability Insurance for operations performed by the Contractor or any Sub-contractor providing for coverage and limits corresponding to those described in subparagraph 4.
10. This policy shall be written in the name of the Owner as a separate policy from those specified elsewhere herein.
11. Railroad Protective Liability Insurance: In any of the Work under this Contract is on railroad R/W, the Contractor shall at its sole cost and expense, procure and provide, for and on behalf of each railroad company. Protective Liability Insurance (AARAASHO form) with minimum limits per occurrence of not less than $2,000,000 for bodily injury, death, and/or property damage, subject to an aggregate limit of $6,000,000 per annum. The policy shall name each railroad company as insured and be issued to the Contractor. Each railroad company shall be provided with a copy of each policy of insurance before the commencement of any work.

_____ _____

Signature Date

_____

Name and Title of Authorized Signatory, Please Print or Type

_____

Bidder's Firm

Water Pollution Control Loan Fund (WPCLF/SRF)

CONTRACT CHANGE ORDER

Recipient _____ Change Order NBR _____

Loan Number _____ Contract _____

OWDA Project No _____ Date _____

Description of Change:

Recommended by: _____ Date: _____

(Engineer)

Approved by: _____Date: _____

(Recipient)

Accepted by: _____ Date: _____

(Contractor)

_____

(Company)

Created: 11/24 KS

Original Contract Amt:

Previous Changes (+/-):

This Change (+/-):

Adjusted Contract Amt:

OWDA APPROVAL

The above proposal is hereby accepted, and I recommend that it be approved and made a part of the contract noted above. The approval does not constitute an increase in the total loan amount but represents approval for the work.

_____	_____
Ohio EPA Approval	Chief Engineer
_____	_____
Date	Date

Change Order Instructions

All Change Orders for this work, regardless of costs, must be submitted to Ohio EPA for review.

Changes Requiring Prior Approval:

Any change that substantially modifies the Project Facilities as specified in the Ohio EPA approved Facilities Plan and Final Permit to Install or Final Plan Approval (when applicable) or alters the direct or indirect impact of the Project Facilities upon the environment must be incorporated into a Change Order. One copy of the Change Order before execution is to be submitted to Ohio EPA for review and prior approval of the acceptability of the change. "Before execution" means before the Change Order is signed by the Owner.

Ohio EPA will review the Change Order inform the Owner of the technical, environmental, and operational acceptability of the change, and give the Owner permission to proceed with the proposed work.

All Other Changes:

Change Orders not requiring prior approval as described above must be submitted to Ohio EPA within one (1) month of the time at which they are approved by the Owner. Change Orders for WPCLF projects should be submitted to the Division of Environmental and Financial Assistance (DEFA).

Change Order Approval Process:

After the Change Order is executed, one (1) copy of the Change Order, including the supporting documentation, is to be sent to Ohio EPA for final review. The WPCLF/WSRLA Change Order forms must have original signatures.

Owners have the option to submit hard copies of the project Change Orders via mail to Ohio EPA or to send PDF Change Order forms and supporting documentation electronically. With either hard copy or electronic submittals, the WPCLF Change Orders should be submitted to DEFA.

The dedicated e-mail address for the electronic submittal of WPCLF Change Orders is EPAWPCLFCO@epa.ohio.gov.

After the Change Order is accepted and eligible costs determined, Ohio EPA will issue a letter informing the Owner and authorizing OWDA to disburse funds from Project Contingency for the work. The OEPA letter will be sent electronically. OWDA will return a copy of the WPCLF/WSRLA Change Order form which will be signed by all parties including Ohio EPA and OWDA.

Please notify Ohio EPA if the community prefers a hard copy of change order approval documentation and then Ohio EPA and OWDA will send hard copies of approval documentation through the mail.

Payments for Change Order Work:

The Owner is precluded from submitting to the OWDA payment requests for Eligible Project Costs associated with the Change Orders until the Ohio EPA's approval of the Change Orders has been obtained.

Hold Harmless Agreement Clause

To the maximum extent permitted by law, the contractor _____ agrees to indemnify and hold harmless the Tuscarawas County Health Department, its officials, agents, servants and employees from payment of any sum or sums of money to any persons, whomsoever, on account of all claims, actions, or suits growing out of injuries to persons, including death, or property damage caused by the contractor, his employees, or subcontractors for any negligent act, error or omissions in the performance and prosecution of work herein contracted for including all claims for service, labor performed, materials furnished, provisions and supplies, injuries to all persons, including health, or damaged property, claims, suits, costs, attorney's fees, costs of investigation and defense.

It is further the intent of this agreement to hold the contractor responsible for the payment of any claims, suits, or liens due to negligent acts, error, or omission in any way attributable to or asserted against the Tuscarawas County Health Department, and/or its officials, agents, servants, or employees as a result of performance of its contract or asserted against Tuscarawas County Health Department and the contractors.

In addition to holding the Tuscarawas County Health Department harmless, the contractor will provide defense for the Tuscarawas County Health Department, its officials, agents, servants, and/or employees and will pay the costs of that defense.

Company: _____

Signature: _____

Print: _____

Title: _____

Address: _____

_____

Date: _____

Created: 11/24 KS

Form of Bid Guaranty and Contract Bond

Known to all persons by these presents, that we, the undersigned _____, as principal, at

_____

_____ (address) and _____ as Surety, are hereby held and firmly bound unto the Tuscarawas County Health Department, as Obligee, in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on (date) _____ to undertake the Project known as:

_____.

The penal sum, referred to herein, shall be the dollar amount of the Principal's bid to the Obligee, incorporating any additive alternative Bids made by the Principal on the date referred to above the Obligee, which are accepted by the Obligee. In no case shall the penal sum exceed the amount of dollars ($_____). (If the preceding line is left blank, the penal sum will be for the full amount of the Principal's bid, including ass 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 well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

The condition of the above obligation is such, that whereas the above-named Principal has submitted a bid for the referenced Project;

Now, therefore, if the Obligee accepts the bid of the Principal, and the Principal fails to enter into a proper contract in accordance with the Contract bid, Plans, Specifications, details and bills of material; and in the event the Principal pays to the Obligee the difference, not to exceed ten percent of the penal sum hereof between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with the Bidder determined by the oblige to the next lowest responsive and responsible to preform Work covered by the bid; or in the event the Obligee does not aware the Contract to such next lowest responsive and responsible Bidder and resubmits the project for bidding, the Principal pays to the Obligee the difference not to exceed ten percent of the penal sum hereof between the amount specified in the bid, or the costs, in

connection with the resubmission, of printing new Contract Documents, required advertising and printing and mailing notices to the prospective Bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect. If the Obligee accepts the bid of the Principal, and the Principal, within ten (10) days after awarding the Contract, enters into a proper Contract and executes the Contract Form in accordance with the Contract Documents, including without limitation the bid, Plans, Specifications, details, and bills of materials, which said Contract is made a part of this Bond the same as though set forth herein; and

Now also, if the said Principal shall well and faithfully preform each and every condition of such Contract; and indemnify the Obligee against all damages suffered by failure to perform such Contract according to the provisions thereof and in accordance with Contract Documents, including without limitation Plans, Specifications, details, and bills of material therefore; and shall pay all lawful claims and Subcontractors, Material Supplies and laborers for the labor preformed and materials furnished in the carrying forward, performing or completing said Contract; we, agreeing and assenting that this undertaking shall be for the benefit of any Subcontractor, Material Supplier 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 herein stated.

The Said Surety hereby stipulates and agrees that no modifications, omissions or additions, in or to the terms of said Contract, the Work hereunder or the Contract Documents, including without limitation the Plans and Specifications, therefore, shall in any way affect the obligations of said Surety on its bond, and does hereby waive notice of any such modifications, omissions or additions in or to the terms of the Contract, the Work or the Contract Documents, including without limitation the Plans and Specifications.

Principal: _____By:_____

Title: _____

Surety: _____By: _____

Surety Information

Address _____

Telephone Number _____

Ohio Revised Code 153.54 Bid guaranty to be filed with bid

(A) Except with respect to a contract described in section 9.334 or 153.693 of the Revised Code, each person bidding for a contract with the state or any political subdivision, district, institution, or other agency thereof, excluding therefrom the Department of transportation, for any public improvement shall file with the bid, a bid guaranty in the form of either:

(1) A bond in accordance with division (B) of this section for the full amount of the bid;

(2) A certified check, cashier's check, or letter of credit pursuant to Chapter 1305. of the Revised Code, in accordance with division (C) of this section. Any such letter of credit is revocable only at the option of the beneficiary state, political subdivision, district, institution, or agency. The amount of the certified check, cashier's check, or letter of credit shall be equal to ten per cent of the bid.

(B) A bid guaranty filed pursuant to division (A)(1) of this section shall be conditioned to:

(1) Provide that, if the bid is accepted, the bidder, after the awarding or the recommendation for the award of the contract, whichever the contracting authority designates, will enter into a proper contract in accordance with the bid, plans, details, and specifications. If for any reason, other than as authorized by section 9.31 of the Revised Code or division (G) of this section, the bidder fails to enter into the contract, and the contracting authority awards the contract to the next lowest bidder, the bidder and the surety on the bidder's bond are liable to the state, political subdivision, district, institution, or agency for the difference between the bid and that of the next lowest bidder, or for a penal sum not to exceed ten per cent of the amount of the bond, whichever is less. If the state, political subdivision, district, institution, or agency does not award the contract to the next lowest bidder but resubmits the project for bidding, the bidder failing to enter into the contract and the surety on the bidder's bond, except as provided in division (G) of this section, are liable to the state, political subdivision, district, institution, or agency for a penal sum not to exceed ten per cent of the amount of 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.

(2) Indemnify the state, political subdivision, district, institution, or agency against all damage suffered by failure to perform the contract according to its provisions and in accordance with the plans, details, and specifications therefor and to pay all lawful claims of subcontractors, material suppliers, and laborers for labor performed or material furnished in carrying forward, performing, or completing the contract; and agree and assent that this undertaking is for the benefit of any subcontractor, material supplier, or laborer having a just claim, as well as for the state, political subdivision, district, institution, or agency.

(C)

(1) A bid guaranty filed under division (A)(2) of this section shall be conditioned to provide that if the bid is accepted, the bidder, after the awarding or the recommendation for the award of the contract, whichever the contracting authority designates, will enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material. If for any reason, other than as authorized by section 9.31 of the Revised Code or division (G) of this section, the bidder fails to enter into the contract, and the contracting authority awards the contract to the next lowest bidder, the bidder is liable to the state, political subdivision, district, institution, or agency for the difference between the bidder's bid and that of the next lowest bidder, or for a penal sum not to exceed ten per cent of the amount of the bid, whichever is less. If the state, political subdivision, district, institution, or agency does not award the contract to the next lowest bidder but resubmits the project for bidding, the bidder failing to enter into the contract, except as provided in division (G) of this section, is liable to the state, political subdivision, district, institution, or agency for a penal sum not to exceed ten per cent of the amount of 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.

If the bidder enters into the contract, the bidder, at the time the contract is entered to, shall file a bond for the amount of the contract to indemnify the state, political subdivision, district, institution, or agency against all damage suffered by failure to perform the contract according to its provisions and in accordance with the plans, details, and specifications and to pay all lawful claims of subcontractors, material suppliers, and laborers for labor

performed or material furnished in carrying forward, performing, or completing the contract; and agree and assent that this undertaking is for the benefit of any subcontractor, material supplier, or laborer having a just claim, as well as for the state, political subdivision, district, institution, or agency.

(2) A construction manager who enters into a contract pursuant to sections 9.33 to 9.333 of the Revised Code, if required by the public authority at the time the construction manager enters into the contract, shall file a letter of credit pursuant to Chapter 1305. of the Revised Code, bond, certified check, or cashier's check, for the value of the construction management contract to indemnify the state, political subdivision, district, institution, or agency against all damage suffered by the construction manager's failure to perform the contract according to its provisions, and shall agree and assent that this undertaking is for the benefit of the state, political subdivision, district, institution, or agency. A letter of credit provided by the construction manager is revocable only at the option of the beneficiary state, political subdivision, district, institution, or agency.

(D) Where the state, political subdivision, district, institution, or agency accepts a bid but the bidder fails or refuses to enter into a proper contract in accordance with the bid, plans, details, and specifications within ten days after the awarding of the contract, the bidder and the surety on any bond, except as provided in division (G) of this section, are liable for the amount of the difference between the bidder's bid and that of the next lowest bidder, but not in excess of the liability specified in division (B)(1) or (C) of this section. Where the state, political subdivision, district, institution, or agency then awards the bid to such next lowest bidder and such next lowest bidder also fails or refuses to enter into a proper contract in accordance with the bid, plans, details, and specifications within ten days after the awarding of the contract, the liability of such next lowest bidder, except as provided in division (G) of this section, is the amount of the difference between the bids of such next lowest bidder and the third lowest bidder, but not in excess of the liability specified in division (B)(1) or (C) of this section. Liability on account of an award to any lowest bidder beyond the third lowest bidder shall be determined in like manner.

(E) Notwithstanding division (C) of this section, where the state, political subdivision, district, institution, or agency resubmits the project for bidding, each bidder whose bid was accepted but who failed or refused to enter into a proper contract, except as provided in division (G) of this

section, is liable for an equal share of a penal sum in connection with the resubmission, of printing new contract documents, required advertising, and printing and mailing notices to prospective bidders, but no bidder's liability shall exceed the amount of the bidder's bid guaranty. (F) All bid guaranties filed pursuant to this section shall be payable to the state, political subdivision, district, institution, or agency, be for the benefit of the state, political subdivision, district, institution, or agency or any person having a right of action thereon, and be deposited with, and held by, the board, officer, or agent contracting on behalf of the state, political subdivision, district, institution, or agency. All bonds filed pursuant to this section shall be issued by a surety company authorized to do business in this state as surety approved by the board, officer, or agent awarding the contract on behalf of the state, political subdivision, district, institution, or agency.

(G) A bidder for a contract with the state or any political subdivision, district, institution, or other agency thereof, excluding therefrom the Ohio department of transportation, for a public improvement costing less than one-half million dollars may withdraw the bid from consideration if the bidder's bid for some other contract with the state or any political subdivision, district, institution, or other agency thereof, excluding therefrom the department of transportation, for the public improvement costing less than one-half million dollars, has already been accepted if the bidder certifies in good faith that the total amount of all the bidder's current contracts is less than one-half million dollars, and if the surety certifies in good faith that the bidder is unable to perform the subsequent contract because to do so would exceed the bidder's bonding capacity. If a bid is withdrawn under authority of this division, the contracting authority may award the contract to the next lowest bidder or reject all bids and resubmit the project for bidding, and neither the bidder nor the surety on the bidder's bond is liable for the difference between the bidder's bid and that of the next lowest bidder, for a penal sum, or for the costs of printing new contract documents, required advertising, and printing and mailing notices to prospective bidders.

(H) Bid guaranties filed under division (A) of this section shall be returned to all unsuccessful bidders immediately after the contract is executed. The bid guaranty filed under division (A)(2) of this section shall be returned to the successful bidder upon filing of the bond required in division (C) of this section.

(I) For this section, "next lowest bidder" means, in the case of a political subdivision that has adopted the model Ohio and United States preference requirements promulgated pursuant to division (E) of section 125.11 of the Revised Code, the next lowest bidder that qualifies under those preference requirements.

(J) For this section and sections 153.56, 153.57, and 153.571 of the Revised Code, "public improvement," "subcontractor," "material supplier," "laborer," and "materials" have the same meanings as in section 1311.25 of the Revised Code.

Amended by 129th General AssemblyFile No.28, HB 153, §101.01, eff. 9/29/2011.

Effective Date: 11-24-1995; 03-30-2007

Ohio Revised Code 307.88 Bid Contents

(A) Bids submitted pursuant to sections 307.86 to 307.92 of the Revised Code shall be in a form prescribed by the contracting authority and filed in the manner and at the time and place mentioned in the notice. The bids received shall be opened and tabulated at the time stated in the notice. Each bid shall contain the full name of each person submitting the bid. If the bid is in excess of fifty thousand dollars and for a contract for the construction, demolition, alteration, repair, or reconstruction of an improvement, it shall meet the requirements of section 153.54 of the Revised Code. If the bid is in excess of fifty thousand dollars and for any other contract authorized by sections 307.86 to 307.92 of the Revised Code, it may be accompanied by a bond or certified check, cashier's check, or money order on a solvent bank or savings and loan association in a reasonable amount stated in the notice but not to exceed five percent of the bid, conditioned that the bidder, if the bidder's bid is accepted, shall execute a contract in conformity to the invitation and the bid.

(B) The board of county commissioners, by a unanimous vote of the entire board, may permit a contracting authority to exempt a bid from any or all of the requirements of section 153.54 of the Revised Code if the estimated cost is one hundred thousand dollars or less. If the board exempts a bid from any but not all those requirements, the bid notice published in the newspaper pursuant to section 307.87 of the Revised Code shall state the specific bid guaranty requirements that apply. If the board exempts a bid from all requirements of section 153.54 of the Revised Code, the notice shall state that none of the requirements of that section apply.

Amended by 129th General AssemblyFile No.141, HB 509, §1, eff. 9/28/2012.

Amended by 129th General AssemblyFile No.64, HB 225, §1, eff. 3/22/2012.

Effective Date: 04-19-1988; 09-29-2005

Created: 11/24 KS

Bid Advertisement

The Tuscarawas County Health Department is currently accepting bids for REPLACING OR REPAIRING FAILING SEWAGE TREATMENT SYSTEMS (HSTS) WITH NEW HSTS. The bids must be submitted to this office by _____.

General information and questions will be answered by any proposed bidders and suppliers before the final submission deadline. The bid should include permit fees, site, and design fees, proper abandonment of the existing HSTS, materials, equipment, labor, and final site prep which includes any grading and seeding after installation. Application packets are available at the Health Department. Proposed contractors must abide by all contract provisions, conditions, insurance provisions, and equal opportunity employment certifications listed in the application packet. The Health Department holds the right to reject or refuse any bids from contractors who do not meet all the requirements listed in the application packet or who are not registered with the Department as approved sewage system installers.

Each HSTS must have a valid HSTS replacement or alternation permit from the Health Department prior to the commencement of work. Each existing failing HSTS must be properly abandoned or repaired according to the specifications on the permit before the new HSTS can be installed. If the HSTS requires a discharge a general NPDES permit must be first obtained from the Ohio EPA prior to construction. All tanks and treatment components must be approved by the Ohio Department of Health and the Tuscarawas County Health Department before installation. All contractors must be registered installers with the Health Department prior to bidding on the project.

This project is funded through the WPCLF Program. Homeowners may have a cost share of either 0%, 15% or 50% of the total project cost in addition to the application fee. These costs must be paid to the Contractor and Health Department, respectively, before the Contractor begins the project. The WPCLF percentage of the system cost will not be paid until the system receives final approval from the Health Department. Detailed information regarding funding and payment will be discussed after bid acceptance. Any additional questions may be directed to TCHD's Environmental Department at (330) 343-5550. The Tuscarawas County Health Department is an equal-opportunity employer and does not discriminate.

Tuscarawas County Health Department HSTS Replacement Program Bid Proposal Form

To the Tuscarawas County Health Department:

The undersigned herewith submits a bid of (written) _____ dollars ($_____) for materials and labor involved in completely repairing or replacing the Home Sewage Treatment System (HSTS) located at _____

in accordance with the plans and specifications for this project.

This bid is accompanied by a bid bond in the sum of $_____ for the full amount of this bid, a certified check, cashier's check, or letter of credit in the sum of $_____ being not less than ten percent (10%) of the total amount bid, as a guarantee that if said bid is accepted, a contract will be signed by the bidder for performance of work and the material bid upon as per conditions of the bid, and will furnish a bond to the Health Department for the performance of the contract as may be required by law.

Company Name: _____

Signature: _____

Print: _____

Title: _____

Address: _____

Phone Number: _____

Fax Number: _____

Email:_____

Date: _____

Bid Approved by: _____

Created: 11/24 KS

Notice of Award

To: _____

Project Description: Water Pollution Control Fund, Household Sewage Treatment System Project. Located at _____

The bid you submitted on _____ (bid date) for the above-described work in response to the advertisement for bids and information for bidders has been received and considered.

You are hereby notified that your bid has been accepted in the amount of $_____.

You are required to execute the agreement and furnish the required Contractor's Contact Bond, if applicable, and Certificates of Insurance within 10 calendar days from the date of this notice to you.

If you fail to execute said agreement and furnish said bond within 10 days from the date of this notice, your bid will be considered abandoned, and you must forfeit your bid proposal.

You are required to return an acknowledged copy of this Notice of Award to the Tuscarawas County Health Department.

Dated this day _____ of _____, 2024.

By: _____

Name: _____

Title: _____

Acceptance of Notice

Receipt of the above Notice of Award is hereby acknowledged by _____ on this _____ day of _____, 2024.

By: _____

Name: _____

Title: _____

Notice to Proceed Form

Contractor _____

Address_____

This is your notice to proceed with the WPCLF Project located at _____

in accordance with your construction contract dated_____. One copy of the executed contract is enclosed for your files. Per the signed contract satisfactory work should be completed on this project by _____ (14 calendar days from the date of this issuance).

Once work is complete, please contact the Tuscarawas County Health Department so that they may complete a final approval.

By: _____

Name: _____

Title: _____

Acceptance of Notice

Receipt of the above Notice to Proceed is hereby acknowledged by _____ on this _____ day of _____, 2024.

By: _____

Name: _____

Title: _____