

BID PACKET 3 (Jurich)

HOME SEWAGE TREATMENT SYSTEMS INSTALLATIONS (HSTS)

AN OHIO ENVIRONMENTAL PROTECTION AGENCY (OEPA)

FUNDED PROJECT

ADMINISTERED BY:

LUCAS COUNTY REGIONAL HEALTH DISTRICT,

dba TOLEDO-LUCAS COUNTY HEALTH DEPARTMENT

BID OPENING: **Friday February 25, 2022**

INSTALLATION FOR:

1. **Stacy Jurich 2419 Larkin Dr., Toledo, OH 43609 (Toledo)**

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SECTION A
BID FORMS

LUCAS COUNTY REGIONAL HEALTH DISTRICT (LCRHD) SPECIFICATIONS

Home Sewage Treatment System Improvements

Bid Proposal:

1. **Stacy Jurich 2419 Larkin Dr., Toledo, OH 43609 (Toledo)**

TO THE BOARD OF LUCAS COUNTY REGIONAL HEALTH DISTRICT:

The undersigned, having full knowledge of the sites and specifications for the following improvement and the conditions of this proposal, hereby agree to furnish all labor, equipment and materials necessary to complete the entire project according to the plans, specifications and completion date, and to accept the itemized price specified below as full compensation for the work in this proposal.

All work and materials shall conform to the Lucas County Regional Health District regulations for the installation of home sewage treatment systems.

Date set for completion of all work is **March 31, 2022 (weather permitting), after notice to proceed is granted.**

Work will consist of the replacement of the identified home sewage treatment systems and related overall project restoration. Bids for the following will be let accordingly as follows:

SYSTEM INSTALLATIONS will include: all permits, materials and labor necessary to install new septic systems as well as grade and reseed all yards to restore to their original condition as per the approved drawing and specifications provided.

All materials and each part or detail of the project shall be subject to inspection by the LCRHD. The LCRHD shall be furnished with such information and assistance by the Contractor as is required. No work shall proceed without LCRHD knowledge. The Contractor is required to provide twenty-four hour notice to LCRHD before starting any work so that proper inspection may be provided. No departures from the plans, grades, specifications, or any other directions of the LCRHD shall be made without an approved change order.

All work performed by the contractor shall be done between the hours of 7 am and 5 pm. No work shall be done on Saturdays, Sundays, or Holidays except by special permission of the LCRHD.

The Contractor shall properly maintain the entire work sites during construction. This maintenance shall constitute a continuous and effective prosecution of the work on a daily basis with adequate equipment and forces to the end so that the entire sites are kept in a condition satisfactory to the LCRHD at all times. Permission to temporarily halt construction on the

project will be given by the LCRHD only if the site is in satisfactory condition, particularly as it applies to matters of public safety which are addressed in a later section of these specifications.

If at any time the Contractor fails to comply with this requirement, the LCRHD will notify the Contractor of such noncompliance in writing. If the Contractor fails to remedy the unsatisfactory maintenance within 24 hours after receipt of such notice, the LCRHD will proceed to have the project maintained and the cost of this work will be deducted from monies due the Contractor on his contract. Final estimates will not be paid until the Contractor has removed all materials, equipment, containers, excess dirt, supplies, old pipe or any other debris from the site; and the entire worksite, including both public and private properties which have been damaged or disrupted in any way during construction, has been returned to a neat condition satisfactory to the LCRHD.

All cost of maintenance work during construction and before the final acceptance is made shall be included in the bid and the Contractor will not be paid an additional amount for such work.

Base Bid- Page 1 of 2

1. **Property Address: Stacy Jurich 2419 Larkin Dr., Toledo, OH 43609 (Toledo)**

Itemized pricing for the following:

Permits:	Cost
Toledo-Lucas County Health Department HSTS Replacement Permit	\$424.00
Other Permits Required (List permit type and Cost)	

System Components: List Materials	Cost
Sand, Stone, Soil, Grass Seed, Straw	
Pipe, Chambers, Fittings	
Tanks, Pump(s), Control Panel(s), Alarms	
Necessary Interior Plumbing Modifications (list/explain type of work)	
Necessary Electrical Upgrades (list/explain type of work)	

Company Name	
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Base Bid- Page 2 of 2

1. **Property Address: Stacy Jurich 2419 Larkin Dr., Toledo, OH 43609 (Toledo)**

System Installation: Include labor, transportation, fuel, etc.	Cost

List Other Costs (Example- tree removal, concrete work, etc.)	Cost

Print Name:	
Signature:	
Company Name:	
Company Address:	
Telephone Number:	
Company Email Address:	
Date:	

Base Bid- Page 1 of 2

2. Property Address: NA

Itemized pricing for the following:

Permits:	Cost
Toledo-Lucas County Health Department HSTS Replacement Permit	\$424.00
Other Permits Required (List permit type and Cost)	

System Components: List Materials	Cost
Sand, Stone, Soil, Grass Seed, Straw	
Pipe, Chambers, Fittings	
Tanks, Pump(s), Control Panel(s), Alarms	
Necessary Interior Plumbing Modifications (list/explain type of work)	
Necessary Electrical Upgrades (list/explain type of work)	

Company Name	
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Base Bid- Page 2 of 2

2. Property Address: NA

System Installation: Include labor, transportation, fuel, etc.	Cost

List Other Costs (Example- tree removal, concrete work, etc.)	Cost

Print Name:	
Signature:	
Company Name:	
Company Address:	
Telephone Number:	
Company Email Address:	
Date:	

Base Bid- Page 1 of 2

3. Property Address: NA

Itemized pricing for the following:

Permits:	Cost
Toledo-Lucas County Health Department HSTS Replacement Permit	\$424.00
Other Permits Required (List permit type and Cost)	

System Components: List Materials	Cost
Sand, Stone, Soil, Grass Seed, Straw	
Pipe, Chambers, Fittings	
Tanks, Pump(s), Control Panel(s), Alarms	
Necessary Interior Plumbing Modifications (list/explain type of work)	
Necessary Electrical Upgrades (list/explain type of work)	

Company Name	
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Base Bid- Page 2 of 2

3. Property Address: NA

System Installation: Include labor, transportation, fuel, etc.	Cost

List Other Costs (Example- tree removal, concrete work, etc.)	Cost

Print Name:	
Signature:	
Company Name:	
Company Address:	
Telephone Number:	
Company Email Address:	
Date:	

NONCOLLUSION AFFIDAVIT

State of _____

County/City of _____

BID Identification: _____

BUSINESS/AGENT _____, 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 anyone shall refrain from bidding; that said BIDDER has not in any manner, directly or indirectly, sought by agreement, communications or conference with anyone 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 OWNER awarding the contract or anyone interested in the proposed contract; that all statements contained in such BID are true; and, further, that said BIDDER has not, directly or indirectly, submitted his BID price or any breakdown thereof, or the contents thereof, 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:

Subscribed and sworn to before me this ____ day of _____, 20____.

Seal of Notary

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

INSTRUCTIONS

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 subagreement thereunder for \$25,000 or more.

Accordingly, each prospective recipient of an EPA grant, loan, or cooperative agreement and any contract or subagreement 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 www.epls.gov 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
www.epa.state.oh.us/defa/

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

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

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal of 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 commission of any of the offenses enumerated in paragraph (b) of this certification;
- (d) Have not within a three year period preceding this application / proposal had one or more public transactions (Federal, State, or local) terminated for cause or default; and
- (e) Will not utilize a subcontractor or supplier who is unable to certify (a) through (d) above.

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

Type Name & Title of Authorized Representative

Signature of Authorized Representative

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

**AFFIDAVIT OF CONTRACTOR OR SUPPLIER OF NON-DELINQUENCY OF
PERSONAL PROPERTY TAXES
O.R.C. 5919.042**

STATE OF OHIO:
SS:
TO: Lucas County Regional Health District

The undersigned, being first duly sworn, having been awarded a contract by you for
**Lucas County Regional Health District Water Pollution Control Loan Fund Home Sewage
Treatment System**

Repair/ replacement for Low Income Homeowners

Hereby states that we are not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which you as a taxing district have territory and that we were not charged with delinquent personal property taxes on any such tax list.

In consideration of the award of the above contract, the above statement is incorporated in said contract as a covenant of the undersigned.

Business/Agent Representative Signature

Sworn to before me and subscribed in my presence this ____ day of _____, 20__.

Notary Public Signature

Contractor Equal Employment Opportunity Certification

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

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

(Signature)

(Date)

(Name and Title of Signer, Please type)

(Firm Name)

AMERICAN IRON AND STEEL ACKNOWLEDGEMENT

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

Signature

Date

Name and Title of Authorized Signatory, Please Print or Type

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 and Date

Typed Name

Name of Firm

SECTION B
INSTRUCTION TO BIDDERS

INSTRUCTION TO BIDDERS

1. BID PACKAGE

Included in this package are the Instructions to Bidders, General Conditions for Lucas County HSTS Projects, Technical Specifications, Plans and related documents, which in aggregate are the specifications for work to be performed.

2. INSPECTION OF SITE

Each bidder shall visit the sites of the proposed work and fully acquaint himself with the existing conditions there relating to the project work, and should inform himself to the facilities involved, the difficulties and restrictions attending the performance of the contract. The bidder shall thoroughly examine and familiarize himself with the Technical Specifications and all other contents of the Bid Package. The contractor, by the execution of the contract, shall, in no way, be relieved of any obligation by his failure to familiarize himself with the Bid Package or the Contractor's failure to visit the site and acquaint himself with the conditions there existing and the Board of Lucas County Regional Health District, Toledo, Ohio, will be justified in rejecting any claim based on facts regarding which he should have been on notice as a result thereof.

3. ESTIMATE OF COST

The estimate of cost is included in the Bid Package for each property.

4. COMMENCEMENT AND PROCEDURE

The Contractor shall begin work upon receipt of the "Notice to Proceed" issued by the Lucas County Regional Health District.

5. COMPLETION DATE SCHEDULED

The Contractor shall complete all work **no later than March 31, 2022 (weather permitting) after the notice to proceed is granted.**

6. BIDS

- Sealed bids, in accordance with Lucas County's specification for the Home Sewage Treatment Systems Improvement Project will be received at the office of Lucas County Regional Health District, 635 North Erie Street, Toledo, Ohio 43604 until **2:00 P.M. on February 25, 2022** at which they will be opened and award will be announced at a later date and time once all bidding documents have been reviewed.

- Bid envelopes shall be marked: **Lucas County HSTS Replacement & Repair Program**
- All Bids must be submitted on forms supplied by the Board of Lucas County Regional Health District, Toledo, Ohio, and shall be subject to all requirements of the Specifications. All bids must be regular in every respect. The Board of Lucas County Regional Health District, Toledo, Ohio, may consider as irregular any Bid Sheet on which there is an alteration for or departure from the original Bid Sheet and at its option may reject the same.
- Each bid shall be accompanied by a bid guaranty in the form of 1) **a certified check, or cashier's check or letter of credit, equal to 5% of the bid;** or 2) a bid guaranty bond for the full amount of the bid; both forms of guaranty as provided in Chapter 153 of the Ohio Revised Code and in the project specifications. The amount of the bid for said guaranty purposes shall include all additive alternates. All bid guaranties shall be conditioned that if the bid is accepted within thirty (30) days of the bid opening, a proper contract shall be executed and that upon failure or refusal to enter into said contract within ten (10) days after receipt of notification of award the bidder and the surety on any bond shall be liable to the Lucas County Regional Health District in an amount not to exceed five (5) percent of the bid.
- This requirement shall not operate to bar the bidder from filing with his proposal a separate statement of any desired effect, which statement will be considered by the Board of Lucas County Regional Health District, Toledo, Ohio, on its merits.
- If the contract is awarded, it will be awarded by the Board of Lucas County Regional Health District, Toledo, Ohio, to a responsible bidder on the basis of the lowest bid for all work and materials, as listed in the Bid Sheet and being the most favorable to the Board of Lucas County Regional Health District, Toledo, Ohio. The contract will require the completion of work in accordance with the Specifications.

7. NON-COLLUSION AFFIDAVIT

Each bidder submitting a bid to the Lucas County Regional Health District shall execute a Non-Collusion Affidavit.

8. WAGES AND SALARIES

Attention of bidders is particularly called to the requirements concerning the payment of not less than the prevailing wage and salary rates specified by the Ohio Department of Commerce for State and State Assisted Projects and the conditions of employment with respect to certain categories and classifications of employees. Threshold levels for repair/remodeling starting on September 29, 2013 have been adjusted to \$75,000.

The rates of pay set forth under the Ohio Department of Labor for the State and State Assisted Projects are the minimum to be paid during the life of the contract. It is, therefore, the responsibility of bidders to inform themselves as to the local labor conditions, such as the length of the work week, overtime compensation, health and welfare contributions, labor supply, and prospective changes or adjustment rates.

9. EQUAL EMPLOYMENT OPPORTUNITY

Attention of bidders is particularly called to the requirement ensuring that employees and applicants for employment are not discriminated against because of their race, color, creed, national origin, or sex. Contractor is to sign the “Contractor Equal Employment Opportunity Certification” included in Section A of the bid documents.

10. LIST OF SUBCONTRACTORS

Whenever applicable, the Bidder shall submit a list of subcontractors which will be involved in this project.

11. TERMS OF PAYMENT

Terms of payment shall be provided in Chapter 153 of the Ohio Revised Code.

12. CONTRACT AWARD

The Lucas County Regional Health District (LCRHD) further declare that they will award the contract for this project based on the lowest and best base bid. No single factor will control the LCRHD’s decision to award, and the LCRHD reserves the right to exercise its full discretion.

13. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

A requirement of the Ohio EPA is the acknowledgement and signing of the “Certification Regarding Debarment, Suspension, and Other Responsibility Matters” form included in Section A of these bid documents.

The Contractor is certifying that:

1. They are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any Federal department or agency.
2. They have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. They 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 #2 above;
4. Have not within a three year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for abuse or default; and
5. Will not utilize a subcontractor or supplier who is unable to certify 1 – 4 above.

15. VIOLATING FACILITIES CLAUSES

The Contractor must agree 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.

The Contractor must sign the “Violating Facilities Clause” form as found in Section A of these bid documents.

16. CHANGE ORDERS

All Changes Orders under this contract, regardless of costs and funding source, must be submitted to the Lucas County Regional Health District Project Manager which will determine the necessity of the change complete the Contract Change Order form which will be signed by the Contractor, the Lucas County Regional Health District prior to being submitted to Ohio EPA for approval. No work may commence on work that requires a Change Order until the completely executed form with the Ohio EPA approval has been received by the LCRHD. The Change Order form and the Change Order Instructions are found [www.lucascountyhealth](http://www.lucascountyhealth.org) listed under Environmental Health/Sewage Treatment/Household Sewage Treatment System Replacement Program/Model Contract and Forms

SUMMARY OF DOCUMENT REQUIREMENTS

Please take note of the paperwork needed under all three categories.

BID SHALL CONTAIN

- A signed proposal, with the full name and title (if appropriate) of the person submitting the bid. If the signature is not legible, print the name under the signature of the person signing the proposal.
- A 5% Bid Guaranty Bond (If issued by a surety company, they must be authorized to do business in Ohio.)
- In the case of corporations not chartered in Ohio, a proper certificate of the Secretary of State, certifying that such corporation is authorized to do business in Ohio.
- Non-Collusion Affidavit
- Contractor Equal Employment Opportunity Certification
- Certification Regarding Debarment, Suspension, and Other Responsibility Matters
- American Iron and Steel Acknowledgement
- Violating Facilities Clause Form

CONTRACT/AGREEMENT SHALL CONTAIN

- Signed Contract
- Certificate of Insurance with 30 days cancellation & original signature
- Current Worker's Compensation Certificate
- Affidavit of Personal Property Tax Status
- Contractor Equal Employment Opportunity Certification
- Certification Regarding Debarment, Suspension, and Other Responsibility Matters
- American Iron and Steel Acknowledgement
- Request for Tax Payer Identification and Certification-Form W-9
- Payment and Performance Bond

Forms for the contract/agreement provided with the bid will be transferred to the Contract. Certificate of Insurance and Certificate of Worker's Compensation will be requested when notification of the selected bidder is made regarding award of bid.

COMPLETION OF PROJECT

- Itemized Invoice for materials and labor.

BID GUARANTY

Each bid shall be accompanied by a bid guaranty in one of the following two forms:

BID GUARANTY – FORM 1

1. Provide that, if the bid is accepted, the bidder will, after the awarding of the contract, 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 Sections 9.31 or 153.54(G), Ohio Revised Code, the bidder fails to enter into the contract, and the LCRHD award the contract to the next lowest bidder, the bidder and the surety on his bond shall be liable to the LCRHD for the difference between his bid and that of the next lowest bidder, or for a penal sum not to exceed ten (10) percent of the amount of the bond, whichever is less. If the LCRHD do 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 his bond shall, except as provided in Section 153.54 (G), Ohio Revised Code, be liable to the LCRHD for a penal sum not to exceed ten (10) percent 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 LCRHD against all damage suffered by failure to perform the contract according to its provisions and in accordance with the plans, details, specifications, and bills of material therefore and to pay all lawful claims of subcontractors, materialmen, and laborers for labor performed or material furnished in carrying forward, performing, or completing the contract; and agree and assent that this undertaking shall be for the benefit of any subcontractor, materialman, or laborer having a just claim, as well as for the LCRHD.

The bond form shall be the LCRHD's Bid Guaranty Bond, and, recovery of any claimant thereunder shall be subject to Section 153.01 to 153.60, Ohio Revised Code, to the same extent as if the provisions of such Sections were fully incorporated in said bond form.

The Bid Guaranty Bond Specifications provide the LCRHD's requirements for said Bond and its accompanying Power of Attorney form.

BID GUARANTY – FORM 2

A bid guaranty of certified check, cashier's check, or letter of credit pursuant to Chapter 1305, Ohio Revised Code, equal to five (5) percent of the bid, including all additive alternatives.

Such letter of credit shall be revocable only at the option of the LCRHD.

All such guaranties shall be made payable to the Toledo-Lucas County Health Department.

The bid guaranty shall be conditioned to provide that if the bid is accepted, the bidder, will, after the awarding of the contract, 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 Sections 9.31 or 153.54 (G), Ohio Revised Code, the bidder fails to enter into the contract, and the LCRHD award the contract to the next lowest bidder, the bidder shall be liable to the LCRHD for the difference between his bid and that of the next lowest bidder, or for a penal sum not to exceed ten (10) percent of the amount of the bid, whichever is less. If the LCRHD do not award the contract to the next lowest bidder but resubmits the project for bidding, the bidder failing to enter into the contract shall, except as provided in Section 153.54 (G), Ohio Revised Code, be liable to the LCRHD for a penal sum not to exceed ten (10) percent 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 shall, at the time he enters into the contract, file a performance bond for the amount of the contract to indemnify the LCRHD against all damage suffered by failure to perform the contract according to its provisions and in accordance with the plans, details, specifications, and bills of material therefore and to pay all lawful claims of subcontractors, material men, and laborers for labor performed or material furnished in carrying forward, performing, or completing the contract; and agree and assent that this undertaking shall be for the benefit of any subcontractor, material men, or laborer having a just claim, as well as for the LCRHD.

The performance bond shall be in substantially the form of the LCRHD's (Sample) Performance Bond, and recovery of any claimant thereunder shall be subject to Sections 153.01 to 153.60, Ohio Revised Code, to the same extent as if the provisions of such Sections were fully incorporated in said bond form.

The Performance Bond Specifications provide the LCRHD's requirements for said Bond and its accompanying Power of Attorney form.

The certified check, cashier's check, or letter of credit filed with bids will be returned to the successful bidder upon filing of the performance bond described above.

GUARANTIES PAYABLE TO/BENEFIT OF/ISSUED BY

All FORM 2 bid guaranties shall be payable to the Lucas County Regional Health District, shall be for the benefit of the LCRHD or any person having a right of action thereon, and shall be deposited with, and held by, the LCRHD. All bid guaranty and performance bonds shall be issued by a surety company authorized to do business in Ohio.

RETURN OF BID GUARANTIES

- All checks and letters of credit will be returned to successful bidders immediately after the contract is executed.
- The check or letter of credit will be returned to the successful bidder upon his filing a satisfactory performance bond.
- In the event of rejection of bids, all checks and letters of credit will be returned to the bidders immediately.
- Bid guaranty bonds will be returned to unsuccessful bidders upon request.

EXECUTION OF CONTRACT WITHIN 10 DAYS

Where the LCRHD accept a bid but the bidder fails or refuses to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material within ten (10) days after receipt or notification of award, the bidder and the surety on any bond shall, except as provided in Section 153.54(G), Ohio Revised Code, be liable for the amount of the difference between his bid and that of the next lowest bidder, but not in excess of the liability specified in Section 153.54(B)(1) or 153.54(C), Ohio Revised Code.

Entering into "a proper contract" means that within 10 days after receipt of the LCRHD's notification of award, the successful bidder shall file with the Lucas County Regional Health District Project Manager the following documents exactly in the manner specified:

1. Signed Contract, with Certified Corporate Resolution or notarized statement of Partnership or as Sole Owner.
2. A performance bond for the full amount of the Contract...if the bid guaranty was a certified check, or letter of credit.
3. Certificate of Insurance
4. Current Ohio Worker's Compensation Certificate
5. An affidavit in conformance with ORC Section 5719.042 stating the bidder had no delinquent personal property taxes at the time of the bid (form to be supplied by the LCRHD).

Upon failure to file the documents listed above, in the form and manner specified by the LCRHD, within said 10 days, the bidder and the surety on any bond shall be liable to the LCRHD in an amount not to exceed ten (10) percent of the bid and the LCRHD will award the contract to the next lowest bidder or readvertise for same.

DEFINITIONS

The following may be used interchangeably in the specifications:

- Lucas County Regional Health District/LCRHD/Owner
- Bid/Proposal
- Project/Work

INVITATION TO BID

The Invitation to Bid is incorporated by reference in these Instructions.

RELATED LAWS, REGULATIONS

It is expected that bidders on LCRHD construction are familiar with applicable local, State and Federal laws, ordinances and regulations. Consequently, only special State or Federal agency regulations, if any, are included in the specifications.

OHIO SALES TAX

The LCRHD is exempt from the payment of the Ohio Sales and Use Tax. Consequently, the cost of such is not to be included in the proposal.

PERMITS, FEES

The Contractor shall obtain and pay for all permits, fees and licenses necessary for the performance of his work on the project, and the cost of such may be included in the proposal.

SUBCONTRACTORS

Subcontractors at any tier are required to comply with the LCRHD's Insurance Specifications which, unless stated differently, are the same as those required of Prime Contractors.

TIME OF COMPLETION

Contractors shall complete the Project work by the end date as set in Loan Agreement or earlier whenever possible. In those few instances when the completion date is not specified but solicited in the proposal such date shall be confirmed in the executed Construction Contract.

LIQUIDATED DAMAGES

The LCRHD will suffer additional costs if the project is not substantially completed within the time specified. As a condition to the acceptance of the Contract, each contractor and its surety shall be liable for and pay the LCRHD liquidated damages in the amount of \$500.00 for each day the Project remains in an unfinished condition beyond the Time for Completion set forth in these Instructions to Bidders. Such amount may be deducted by the LCRHD from any payment due or to become due to said Contractor. Nothing under this section shall prohibit the LCRHD from recovery of damages for delay under other provisions of the Contract documents.

Punch list items must be completed within 30 days after a substantial completion acceptance, signified by a written inspection report by the LCRHD's representative, to avoid imposing liquidated damaged penalties.

The said amount is fixed because of the impracticability and extreme difficulty of determining and fixing the actual additional costs the LCRHD would in such event sustain, and said amount is agreed to be the amount of damages which the LCRHD would sustain and shall not be treated as retainage.

Time is of the essence for each and every portion of the Project and of the Specifications wherein a definite and certain length of time is fixed for the performance of any act. Where an additional time is allowed for the completion of any Work, the new time fixed by such extension shall control.

The Contractor shall not be charged with liquidated damages when the LCRHD determines the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the LCRHD, providing the Contractor shall, within ten (10) days from the beginning of such delay, notify the LCRHD, in writing, of the causes of delay.

All such extensions of time shall be by fully executed Change Orders.

UNIT PRICES

When unit prices are requested, the following applies:

The unit prices specified in the unit price bid column will govern the award of the contract. The bidder shall make the calculations in the total amount bid column and also add up the total. However, the unit price specified together with the approximate quantities shall determine the total amount of the bid. If there is an error made in the extensions by the bidder the total shall be changed as only the unit prices shall govern.

ADDENDUM

Any interpretation, correction or change in the plans and specifications will be made by addendum. When an addendum is required the Architect or the LCRHD, will forward it to those who earlier obtained a complete set of plans and specifications, 1) by certified mail, return receipt requested, or 2) by personal delivery, obtaining a signed receipt for same. No addendum will be issued to bidders having incomplete sets of plans and specifications.

PROPOSAL FORM

The proposal form included in the Specifications shall be used by all bidders. All blanks on the form shall be stated in both words and figures, and in the event of any discrepancy between the two, the amount written in words shall govern. Any interlineations, alteration or erasure shall be initialed by the signer of the proposal.

WITHDRAWAL OF BIDS

Bids may be withdrawn at any time prior to the time for opening.
No bids may be withdrawn for 60 days after the opening.

LATE BIDS

No bids, regardless of the circumstances, will be accepted if submitted after the advertised opening. Such bids will be returned unopened to the bidder.

BID OPENING

Shall be as provided in the Invitation to Bid. Usually, immediately after all bids are opened and read, the Lucas County Regional Health District refers them to the Project

Manager for detailed tabulation, evaluation and recommendation, after which the award will be made.

AWARD OF CONTRACT

Contracts will be awarded by the Board of Lucas County Regional Health District within 60 days of bid opening, or, if necessary, rejected, or extended as provided by statute.

UNDERGROUND UTILITY FACILITIES (SECTION 153.64 ORC)

The Prime Contractor(s), so identified in the Underground Utility Facilities section of the Specifications, shall, at least two working days, excluding Saturdays, Sundays, and legal holidays, prior to commencing construction operations in the project area which may involve underground utility facilities, cause notice to be given to the Registered Underground Utility Projection Services (“Services”) and the Owners of underground facilities shown on the plans and specifications who are not members of such Services, in writing, by telephone, or in person. Where notice is given in writing by certified mail, the return receipt, signed by any person to whom the notice is delivered, shall be conclusive proof of notice.

The Owner of the underground utility facility shall, within forty-eight hours, excluding Saturdays, Sundays, and legal holidays, after notice is received, stake, mark, or otherwise designate the location of the underground utility facilities in the construction area in such manner as to indicate their course together with the approximate depth at which they were installed. The marking or locating shall be coordinated to stay approximately two days ahead of the planned construction.

The Contractor shall immediately notify the occupants of nearby premises as to any emergency that he may create or discover at or near such premises. The Contractor shall report immediately to the Owner or operator of the underground facility any break or leak on its lines or any dent, gouge, groove, or other damage to such lines or to their coating of cathodic protection, made or discovered in the course of their excavation.

The Prime Contractor(s), so identified in the Specifications, regardless of his subcontractors at any tier, is solely responsible for complying with these requirements for underground utility facilities in the project area.

BID GUARANTY AND CONTRACT BOND

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

(1) as Principal and

_____ (2) as Surety,

are hereby held and firmly bound unto _____

(3) hereinafter called the Obligee, in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on _____ to undertake the project known as:

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee. In no case shall the penal sum exceed the amount of _____ DOLLARS (\$_____). If this item is left blank, the penal sum will be the full amount of the Principal's bid, including alternates. Alternatively, if completed, the amount stated must not be less than the full amount of the bid, including alternatives 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 on the above referred to project;

NOW, THEREFORE, if the Obligee accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the Principal pays to the Obligee the difference not to exceed ten percent of the penalty hereto between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with the next lower bidder to perform the work covered by the bid; or in the event the Obligee does not award the contract to the next lower bidder and resubmits the project for bidding, the Principal will pay the Obligee the difference, not to exceed ten percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect. If the Obligee accepts the bid of the Principal and the Principal within ten days after the awarding of the contract, enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein; and

IF THE SAID Principal shall well and faithfully perform each and every condition of such contract; and indemnify the Obligee against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications, and bills of material therefore; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract: we agreeing and

assenting that this undertaking shall be for benefit of any materialman or laborer having a just claim, as well as for the Obligee therein; 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.

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- (1) Here insert full name or legal title of Contractor and address.
 - (2) Here insert full name or legal title of Surety.
 - (3) Here insert full name or legal title of Owner.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans and specifications therefore shall in any way affect the obligations of said Surety on this bond, and it does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

SIGNED AND SEALED THIS ____ **DAY OF** _____, **20** ____.

Principal Signature:	
By (Surety):	
Title (Surety):	
Surety Signature:	
By (Attorney):	
Attorney-in-Fact Signature:	
Surety Company Address:	
Surety Agent's Name & Address:	

BID GUARANTY BOND SPECIFICATIONS

(An improperly executed Bond may result in a bid being rejected. Bidders should provide their Surety with these Specifications and the LCRHD's Bid Guaranty Bond form.)

The Bid Guaranty Bond shall be for the full amount of the bid, including all additive alternates, or combined bids, and executed exactly in accordance with the following specifications:

- Bond shall be issued by a surety company authorized to do business in Ohio.
- The bond form shall be the LCRHD's Bid Guaranty Bond.
- No time limit for the instituting of suit shall be added to the Bond form.
- Identification of Project shall be listed on the Bond.
 - As Principal, the Bond shall be signed by the same one or two Officials authorized to sign the construction contract. (See Instructions for Signing Lucas County Contracts.)
 - All signatures shall be original signatures. Facsimile signatures are not acceptable.
 - The Surety's Power of Attorney and authorization to do business in Ohio, shall be attached to the Bond.

POWER OF ATTORNEY SPECIFICATIONS

- The amount of the Bond, or a sum in excess of that amount, must appear on the Power of Attorney form, to show that this is the amount for which the Attorney-in-Fact is authorized to sign the Bond...or it shall be assumed that the Attorney-in-Fact has unlimited such authority.
- All signatures shall be executed in one of the following forms:
 1. Power of attorney executed with original signatures;
 2. A copy of the original power of attorney duly certified by proper corporate officers;
 3. A duplicate power of attorney which is a reproduction of the entire original power of attorney produced photographically, chemically, or by other equivalent techniques that accurately reproduces the original.

NOTE: Blank unexecuted powers of attorney to which facsimile "rubber stamped" signatures have been affixed are not acceptable.

All dates shall be completed as indicated.

SECTION C
GENERAL CONDITIONS

Local Health Department Regulations were distributed to each registered installer at time of registration.

Local regulations can also be viewed at

<http://lucascountyhealth.com/environmental/septic-and-well>

Technical specifications are referenced in the local regulations and state technical requirements can be viewed at the Ohio Department of Health website:

<http://www.odh.ohio.gov/odhPrograms/eh/sewage/sewmore.aspx>

SECTION D
TECHNICAL SPECIFICATIONS

Specifications for following properties:

1. Stacy Jurich 2419 Larkin Dr., Toledo, OH 43609 (Toledo)

The bid for the installation of HSTS and will need to include all costs associated with:

1. Obtain on behalf of the homeowner an application for sewage treatment system installation, abandonment, compliance inspection and etc. of **\$424.00** which is required to the Lucas County Regional Health District (LCRHD).
2. Labor, materials and equipment to install the HSTS as designed and meeting current standards and requirements of the Lucas County Regional Health District and Ohio Environmental Protection Agency.
3. Any electrical upgrades or alterations necessary to achieve a fully functional system.
4. Any indoor plumbing repairs if needed per Ohio Administrative Code (OAC) 3701-29 (reviewed on case-by-case basis).
5. The proper abandonment of the existing system as indicated on the approved design or as indicated by the Lucas County Regional Health District.
6. Upon completion provide the required as-built drawings to the Lucas County Regional Health District.

Please note that all materials and/or equipment specified within the approved design and can be installed as specified or with comparable materials/equipment as approved and acceptable by the Lucas County Regional Health District. Any questions relating to acceptable materials and/or equipment contact the Lucas County Regional Health District.

Items not eligible to be covered through this contract are as follows:

1. Abandonment of drinking water wells.
2. Administrative Costs
3. Annual Contractor permit fees
4. Insurance Costs
5. Performance and Payment Bond costs
6. Tax

Do not include site and soil survey costs, as they were already covered in a contract with a soil scientist and Household Sewage Treatment System designer.

SECTION E
BASIS OF PAYMENT

BASIS FOR PAYMENT

Payment Methods

Contractors will be reimbursed for work performed only after:

- (1) The contract(s) has been executed by all parties and a copy submitted to Ohio Environmental Protection Agency (OEPA), and
- (2) The installation of the HSTS has been inspected by the local health district and a final inspection certification has been issued, and
- (3) An invoice that documents costs incurred for the individual HSTS improvements are submitted by the Lucas County Regional Health District to Ohio EPA (the invoice must be accompanied by the health district final inspection certification), and
- (4) The Ohio EPA reviews and approves the submissions and directs the Ohio Water Development Authority to disburse of approved amounts to the Lucas County Regional Health District.
- (5) For the Homeowners who are at or below 200% (their share 15%) and at or below 300% (their share 50%) the Homeowner will be responsible to pay their portion to the Lucas County Regional Health District.

This process may take up to 4-6 weeks.

SECTION F
MODEL CONTRACT & CONTRACT FORMS

Model Contract and Contract Forms are listed on the Toledo County Health Department website
and can be viewed at

<http://lucascountyhealth.com/environmental/sewagetreatment>
Household Sewage Treatment System Replacement