

**HOME SEWAGE TREATMENT SYSTEMS (HSTS)  
INSTALLATION OR SEWER TAP-IN  
GENERAL SPECIFICATION PACKET  
FOR THE**

**SENECA COUNTY  
2020 HSTS  
REPAIR/REPLACEMENT and  
SEWER TAP-IN  
PROGRAM**

ADMINISTERED BY:  
SENECA REGIONAL PLANNING COMMISSION  
ON BEHALF OF Seneca County General Health District

OHIO ENVIRONMENTAL PROTECTION AGENCY (OEPA)  
FUNDED PROJECT

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## SECTION A

## BID 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.
- 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
- Affidavit of Personal Property Tax Status
- Corporate Resolution, only if a corporation
- Bid Guarantee (Bond, or certified check, cashier's check or letter of credit)

#### LOWEST BEST BIDDER WILL BE REQUESTED TO PROVIDE THE FOLLOWING BEFORE A CONTRACT IS DEVELOPED

- Certificate of Insurance, listing Seneca County as an additional insured
- Certificate of Ohio Workers' Compensation
- Performance bond, certified check, letter of credit, or bid guarantee

#### CONTRACT/AGREEMENT SHALL CONTAIN

- Signed Contract
- Certificate of Insurance listing Seneca County General Health District as an additional insured with thirty (30) days cancellation & original signature
- Current Workers' 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
- Payment and Performance Bond (if a Bid and Contract Bond was not provided)
- Request for Taxpayer Identification and Certification – Form W-9 (One time only request)

**Base Bid**

Property Address; Josh Hoch 7856 Fort Street

Pricing for: Leachfield

1. Permit	\$424
2. Sewer Tap Fee	\$ _____
3. Required Electrical Upgrades	\$ _____
4. Required Plumbing Upgrades	\$ _____
5. System Installation or Tap-in	\$ _____
6. Other (list work) _____	\$ _____
_____	\$ _____
<b>Bid Grand Total</b>	<b>\$ _____</b>

Signature: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Date: \_\_\_\_\_

**Base Bid**

Property Address; Ronald Bogner, 3476 W CR 14

Pricing for: Leachfield

1. Permit	\$424
2. Sewer Tap Fee	\$ _____
3. Required Electrical Upgrades	\$ _____
4. Required Plumbing Upgrades	\$ _____
5. System Installation or Tap-in	\$ _____
6. Other (list work) _____	\$ _____
_____	\$ _____
<b>Bid Grand Total</b>	<b>\$ _____</b>

Signature: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Date: \_\_\_\_\_

Property Address; Thomas Snyder, 6319 S SR 53

Pricing for: ATU/Leachfield with Lift Station

1. Permit	\$424
2. Sewer Tap Fee	\$ _____
3. Required Electrical Upgrades	\$ _____
4. Required Plumbing Upgrades	\$ _____
5. System Installation or Tap-in	\$ _____
6. Other (list work) _____	\$ _____
_____	\$ _____
<b>Bid Grand Total</b>	<b>\$ _____</b>

Signature: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Date: \_\_\_\_\_

Property Address; Timothy Parkins, 3122 W SR 18

Pricing for: Leachfield Shallow Trench/Plumbing

1. Permit	\$424
2. Sewer Tap Fee	\$ _____
3. Required Electrical Upgrades	\$ _____
4. Required Plumbing Upgrades	\$ _____
5. System Installation or Tap-in	\$ _____
6. Other (list work) _____	\$ _____
_____	\$ _____
<b>Bid Grand Total</b>	<b>\$ _____</b>

Signature: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email: \_\_\_\_\_

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 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 [www.epls.gov](http://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 non-procurement 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/](http://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 (3) year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification;
- (d) Have not within a three (3) 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 ten thousand dollars (\$10,000) or imprisonment for up to five (5) years, or both.

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Type Name & Title of Authorized Representative

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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. 5719.042**

STATE OF OHIO:  
SS:  
TO: County of Seneca

The undersigned, being first duly sworn, having been awarded a contract by you for

**2019 Seneca HSTS Repair/Replacement and Tap-ins**

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\_\_\_\_.

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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, national origin, military status, disability, age, genetic information or sexual orientation. 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, sex, national origin, military status, disability, age, genetic information or sexual orientation. 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, national origin, military status, disability, age, genetic information or sexual orientation.
3. The undersigned will send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the undersigned's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The undersigned will comply with all provisions of Executive Order No. 11246 of September 24, 1965; and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The undersigned will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency of the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the undersigned's non-compliance with the equal opportunity (federally assisted construction) clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part, and the undersigned may be declared ineligible for further Government contracts of federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rules, regulations, or order of the Secretary of Labor, or as provided by law.
7. The undersigned will include this equal opportunity (federally assisted construction) clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provision will be binding upon each subcontract or vendor. The undersigned will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor 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.

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(Signature)

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(Date)

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(Name and Title of Signer, please type)

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(Firm Name)

## American Iron and Steel Acknowledgement

The Contractor acknowledges to and for the benefit of

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("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.

SAMPLE

CORPORATE RESOLUTIONS

\_\_\_\_\_, Secretary of \_\_\_\_\_,  
an \_\_\_\_\_ corporation hereby certifies that the following is true and correct copy of a resolution  
duly adopted by the Board of Directors of \_\_\_\_\_  
on \_\_\_\_\_, 20\_\_\_\_, to wit:

“Resolved that of this Company, namely, \_\_\_\_\_  
Be hereby is authorized and directed to enter into any and all contracts, bid guaranty and performance  
bonds with the Board of Health District, Seneca County, Ohio for the purpose of furnishing labor and  
materials as to \_\_\_\_\_

\_\_\_\_\_ at such price and upon such terms and conditions, including any amendments or modifications thereto,  
as said \_\_\_\_\_ in his sole discretion shall deem best, and  
that said actions shall be binding upon the corporation.

Resolved, further, that said \_\_\_\_\_, and he further is hereby authorized  
and directed to execute and deliver unto said Board of Health District other instruments which in his  
discretion he shall deem necessary to carry out the foregoing resolution.”

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal of said corporation at  
\_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and I further certify that said  
resolution is still in full force and effect.

\_\_\_\_\_  
Secretary

{SEAL}

## **SECTION B**

## **INSTRUCTION TO BIDDERS**

### **1. BID PACKAGE**

Included in this package are the Instructions to Bidders, Construction Contract & Contract Forms, Equal Employment Opportunity, General Conditions for Seneca County 2020 HSTS Repair/Replacement and Tap-in Projects, and Basis of Payment.

### **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 for Sewer Tap-in or HSTS Repair/Replacement (which include approved Design) 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 Seneca County Board of Health, Tiffin, Ohio, will be justified in rejecting any claim based on facts regarding which he should have been on notice as a result thereof. A telephone number for the applicant or their representative is provided, and we request the courtesy of notification before visiting the site.

### **3. ESTIMATE OF COST**

The estimate of cost is included at the bottom of the Technical Specification page provided with the Letter requesting bids for each property.

### **4. COMMENCEMENT AND PROCEDURE**

The Contractor shall schedule and commence work upon receipt of the "Notice to Proceed" issued by the Seneca Regional Planning Commission on behalf of the Seneca County Board of Health.

### **5. COMPLETION DATE SCHEDULED**

The Contractor shall complete all work by the date listed in the Technical Specifications and Contract or earlier.

### **6. BIDS**

All Bids must be submitted on forms supplied by the Seneca County Board of Health, Tiffin, Ohio, and shall be subject to all requirements of the Specifications. All bids must be regular in every respect. The Seneca County Board of Health, Tiffin, 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.

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 Seneca County Board of Health, Tiffin, Ohio, on its merits.

If the contract is awarded, it will be awarded by the Seneca County Board of Health, Tiffin, Ohio, to a responsible bidder on the basis of the lowest best bid for all work and materials, as listed in the Bid Sheet and being the most favorable to the Seneca County Board of Health, Tiffin, Ohio. The contract will require the completion of work in accordance with the Specifications.

## **7. BONDING REQUIREMENTS**

Each bid must be accompanied by certified check, cashier's check, or letter of credit of the bidder, or a bid bond prepared on the form of bid bond meeting the requirements set in ORC 153.54/ORC 307.88, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of ten percent (10%) of the bid. Such certified check, cashier's check, letter of credit, or bid bonds will be returned to all except the three lowest bidders within three days after the opening of bids, and the remaining cash, checks or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or, if no award has been made within thirty (30) days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he/she has not been notified of the acceptance of his/her bid. Attorneys-in fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

In the case where a certified check, cashier's check, or letter of credit were submitted, Contractor shall furnish the Health District with a payment and performance bond in an amount at least equal to one hundred percent of the contract price pursuant to ORC §153.54.

## **8. NON-COLLUSION AFFIDAVIT**

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

## **9. WAGES AND SALARIES**

These projects do NOT require Prevailing Wage.

## **10. 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, national origin, sex, religion, military status, disability, age, genetic information or sexual orientation. Contractor is to sign the "Contractor Equal Employment Opportunity Certification" included in Section A of the bid documents.

## **11. LIST OF SUBCONTRACTORS**

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

## **12. TERMS OF PAYMENT**

Terms of payment are provided in Section F of this General Specifications packet.

## **13. CONTRACT AWARD**

The Health District further declares that they will award the contract for this project based on the lowest and best base bid. No single factor will control the Board's decision to award, and the Board reserves the right to exercise its full discretion.

## **14. 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 (3) 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 Independent 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.

#### **16. CHANGE ORDERS**

All Changes Orders under this contract, regardless of costs and funding source, must be submitted to the Seneca Regional Planning Commission under consultation with the Seneca County General Health District will determine the necessity of the change complete the Contract Change Order form which will be signed by the Contractor, the Board of Seneca County General Health District prior to being submitted to the Ohio EPA for approval. No work may commence on work that requires a Change Order until the completely executed form has been received by the Board of Health and/or Seneca Regional Planning Commission. The Change Order form and the Change Order Instructions are found in Section D.

#### **17. COMPLETION OF PROJECT**

Itemized Invoice for materials and labor matching the format submitted in the bid shall be submitted within ten (10) days of the project completion. Project completion includes the submission of as-built drawings to the Health District.

#### **18. EXECUTION OF CONTRACT WITHIN 10 DAYS**

Where the Seneca County General Health District 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 ten (10) days after receipt of notification of award, the successful bidder shall file with the Seneca Regional Planning Commission 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.
6. Request for Taxpayer Identification and Certification - Form W-9.

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

**DEFINITIONS**

The following may be used interchangeably in the specifications:  
 County/Seneca County/Seneca County General Health District/Health District/Owner/Bid/Proposal  
 Project/Work

**RELATED LAWS, REGULATIONS**

It is expected that bidders on County 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 Health District 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 County's Insurance Specifications which, unless stated differently, are the same as those required of Prime Contractors.

**LIQUIDATED DAMAGES**

The County 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 County liquidated damages in the amount of five hundred dollars (\$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 County from any payment due or to become due to said Contractor. Nothing under this section shall prohibit the County from recovery of damages for delay under other provisions of the Contract documents.

Punch list items must be completed within thirty (30) days after a substantial completion acceptance, signified by a written inspection report by the County'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 County would in such event sustain, and said amount is agreed to be the amount of damages which the County 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 County determines the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the County, providing the Contractor shall, within ten (10) days from the beginning of such delay, notify the County, 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/Seneca County General Health District and Seneca Regional Planning Commission, or the County, will forward it to those who earlier obtained a complete set of plans and specifications, 1) by mail, 2) email, or 3) 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 sixty (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**

Date shall be as provided in the Request to Bid Letter. Usually, immediately after all bids are opened and read, the Watershed Specialist will refer them to the Seneca County General Health District for detailed tabulation, evaluation and recommendation, after which the award will be made.

#### **AWARD OF CONTRACT**

Contracts will be awarded by Resolution of the Seneca County General Health District within sixty (60) days of bid opening, or, if necessary, rejected, or extended as provided by statute. All bidders will receive a copy of such Resolution.

## **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 (48) 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 (2) 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.

**SECTION C**  
**CONSTRUCTION CONTRACT AND CONTRACT FORMS**  
**CONTRACT SERVICE AGREEMENT**

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by and between: **COMPANY NAME**, hereinafter designated as “Independent Contractor” and, the Seneca County General Health District, hereinafter designated as “Health District”;

In consideration of their mutual promises contained herein, and for other good and valuable consideration, it is hereby agreed as follows:

1. Independent Contractor agrees to perform the following services, to-wit: The Independent Contractor shall complete *the installation of a **TYPE OF INSTALLATION OR TAP-IN** following the emergency installation of a septic tank due to health and safety concerns, and complete abandonment of the former home and sewage treatment system (HSTS)* which shall include all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation services, obtain all required permits and perform and complete all work required for the service embraced in the project: **namely the property of CLIENT NAME, ADDRESS**. This project shall be called the **WPCLF HSTS Agreement #00-2020**.

2. The Health District shall pay the Independent Contractor a fee of \$AMOUNT IN NUMBERS (AMOUNT SPELLED OUT dollars and 00) for the above mentioned services – contract not to exceed \$TOTAL AMOUNT.

3. All work shall be completed within ninety (90) days from the date of the Notice to Proceed and within Seneca County General Health District regulations. Final bill and required documentation will be due to the administrator no later than ten (10) days following final approval by the Seneca County General Health District and completion of site work. The Health District agrees to pay the said assigned funds to the Independent Contractor in accordance with the following method:

- A. The contract(s) has been executed by all parties and a copy submitted to Ohio Environmental Protection Agency (EPA), and
- B. The installation of the HSTS has been inspected by the local Health District and a final inspection certification has been issued, and
- C. A payment request that documents the costs incurred for the individual home sewage treatment system (HSTS) improvements are submitted by the local government agency to Ohio EPA (the payment request must be accompanied by the local Health District final inspection certification), and
- D. The Ohio EPA reviews and approves the submissions and directs the Ohio Water Development Authority to disburse of approved amounts to the local government agency.

4. Independent Contractor shall perform said services in a professional manner to the satisfaction of the Board of Health and having passed a final inspection performed by the Seneca County General Health District, Division of Environmental Health.

5. It is further agreed by and between the parties hereto that the Independent Contractor shall indemnify and hold the Health District, its officials, employees, and staff harmless from any and all losses, damages, claims, suits, or contingent or direct liabilities that may arise as a result of any and all acts performed or that fail to be performed by the Independent Contractor during the term or arising out of this agreement.

6. *General Liability:* In addition to such fire and other physical damage insurance as the Independent 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 percent (100%) 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.

7. *Workers' Compensation:* The Independent Contractor shall provide Workers' Compensation Insurance for all employees engaged in Work who may come within the protection of the workers' compensation law, and, where applicable, employer's General Liability Insurances for employees not so protected and shall require all Subcontractors to provide corresponding insurance.

The Independent Contractor shall indemnify the Owner and the Consulting Engineer against any and all liabilities, costs and expenses due to accidents or other occurrences covered by the workers' compensation law.

8. *Independent 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 Independent 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.

9. *Independent Contractor's Public Liability and Property Damage Liability Insurance:* Independent Contractor's Public Liability Insurance providing 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. Independent Contractor's Property Damage Liability Insurance providing for a limit on not less than \$500,000 for all damages to or destruction of property.

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.

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 a period of 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.

*10. Independent Contractor's Protective Public Liability and Property Damage Liability Insurance:* Independent 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 9.

*11. 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 Independent Contractor or any Sub-contractor providing for coverage and limits corresponding to those described in subparagraph 9.

This policy shall be written in the name of the Owner as a separate policy from those specified elsewhere herein.

*12. Railroad Protective Liability Insurance:* If any of the Work under this Contract is on railroad R/W, the Independent Contractor shall at its sole cost and expense, procure and provide, for and in 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 the insured and be issued to the Independent Contractor. Each railroad company shall be provided with a copy of each policy of insurance prior to commencement of any work.

*13. Bid Security:* Each bid must be accompanied by performance bond, certified check, letter of credit, or bid guarantee prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of ten percent (10%) of the bid. Such cash, checks or bid bonds will be returned to all except the three lowest bidders within three days after the opening of bids, and the remaining cash, checks or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or, if no award has been made within thirty (30) days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he/she has not been notified of the acceptance of his/her bid. Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

14. *Performance and Payment Bonds*: Simultaneously with his/her delivery of the executed contract, the Independent Contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner. The bond shall be for one hundred percent (100%) of the contract price. A Payment Bond and Performance Bond are required. Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney. Under certain conditions, and within the limits of State and local laws and regulations, the Owner may waive the requirement that the Payment and Performance Bond be underwritten by a surety company and may authorize in lieu thereof, a personal bond backed by a letter of credit from a local lending institution for the full value of the Contract.

15. Independent Contractor shall at his own cost provide hospitalization for himself and for the benefit of his employees and/or agents, and shall be liable for all state, local and federal income taxes and the reporting of same to the appropriate taxing agencies.

16. Independent Contractor and his agents or employees shall not be eligible for sick leave, vacation, hospitalization, or fringe benefits extended to regular employees of Seneca County.

17. Independent Contractor shall be responsible for all workers' compensation and unemployment compensation for its employees or agents. Independent Contractor shall provide, prior to beginning service, a certificate evidencing that workers' compensation and unemployment compensation are in effect. Independent Contractor shall maintain workers' compensation and unemployment compensation during the term of this contract.

18. Independent Contractor shall provide paid receipts to the Health District evidencing that all materials and supplies used in or provided by Independent Contractor have been paid, and Independent Contractor shall provide waivers of lien in an appropriate form at the conclusion of each job as requested by the Health District. The Health District is authorized to withhold from the Independent Contractor any and all funds necessary to satisfy any claims brought against the Health District by any materialmen or persons performing services under this contract.

19. The Independent 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.

20. 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 pursuant to the WPCLF Assistance Agreement.

21. In the event of a conflict between the contract and the WPCLF Assistance Agreement, the provisions of the WPCLF Assistance Agreement shall prevail.



This contract may be terminated by the Health District at their discretion.

This is an agreement for services to be provided by an Independent Contractor. The Health District is not concerned with controlling method, manner and/or mode of the duties to be performed by Independent Contractor, but only the result of the Independent Contractor's work. The parties hereto further agree that this is a Personal Service Contract as set forth under Ohio Revised Code Section 145.012(A)(1) and Ohio Administrative Code 145-1-42; said Independent Contractor expressly waives for himself and his agents or employees any rights, claims, or demands that he or his agents or employees may have for any benefit under the Public Employees' Retirement System of the State of Ohio.

The executed document shall contain:

- a. This Agreement
- b. Contractor Equal Employment Opportunity Certification
- c. Certification regarding Debarment, Suspension, and Other Responsibility Matters
- d. Affidavit of Non-delinquency of personal property taxes.
- e. American Iron and Steel Acknowledgement

SENECA COUNTY  
GENERAL HEALTH DISTRICT

INDEPENDENT CONTRACTOR NAME  
COMPANY NAME

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Health Commissioner

Independent Contractor

Approved as to form:  
Seneca County Asst. Prosecutor

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**WORKERS' COMPENSATION**

The Contractor shall comply with the Ohio Workmen's Compensation Act for all of their employees engaged in work under this Contract.

**NOTICE REQUIREMENT**

All insurance policies and certificates shall include an endorsement providing thirty (30) days prior written notice to the County of cancellation, policy lapse, material change or reduction of coverage. The Contractor shall cease operations on the occurrence of any such cancellation, policy lapse, material change, or reduction, and shall not resume operations until new insurance is in force, and a new Certificate of Insurance is filed with and approved by the County, and he is again authorized to proceed.

Such cessation of operations shall not excuse the Contractor's obligation to complete his work within the time specified in this contract.

**INDEMNIFICATION CLAUSE**

The Independent Contractor agrees to indemnify and save the Health District, County, its officials, officers, agents, and employees harmless from any and all losses, claims, actions, costs, expenses, judgments, subrogation's, or other damages resulting from injury to any person (including injury resulting in death), or damage (including loss or destruction) to property of whatsoever nature of any person, firm, or corporation arising out of the errors, omissions or negligent acts of the Contractor in the performance of the terms of this Contract by the Contractor, including but not limited to the Contractor's employees, agents, subcontractors, sub-subcontractors, and others designated by the Contractor to perform work or services in, about, or attendant to, the work and services under the terms of this contract.

**CERTIFICATES OF INSURANCE**

The Contractor shall file a Certificate of Insurance for all coverage required in these Insurance Specifications on the ACORD 25 Form (preferred), and a copy of his current Workers' Compensation Certificate, with the County before starting work on the project, and shall keep such Certificates current and on file with the County for the life of this Contract.

**BID GUARANTEE**

The requirements for a bid guarantee (which can be a bond or a certified check, cashier's check, or letter of credit) are covered in the ORC 153.54/ORC 307.88

**PAYMENT AND PERFORMANCE BONDS**

The requirements for a Payment and Performance Bond are covered in ORC 153.54/ORC 307.89.

**NOTICE TO PROCEED**

The Contractor shall not commence work under this contract until he has obtained all the insurance required herein, has submitted appropriate Certificates of Insurance to and received approval of the County as evidenced by a Notice to Proceed issued on their behalf by the Seneca Regional Planning Commission

**SUBCONTRACTORS**

These Insurance Specifications apply equally to all subcontractors and sub-subcontractors at any tier during the period of their work on the project.

The Prime Contractor shall be solely responsible for his subcontractor's liability if he permits the Sub to work on the project without the Sub having been issued a Notice to Proceed by the Seneca Regional Planning Commission on behalf of the Health District.

State of Ohio  
 WATER POLLUTION CONTROL LOAN FUND (WPCLF/SRF) HSTS

**CONTRACT CHANGE ORDER**

RECIPIENT \_\_\_\_\_ CHANGE ORDER NBR \_\_\_\_\_

LOAN NUMBER \_\_\_\_\_ CONTRACT \_\_\_\_\_

OWDA PROJECT No. \_\_\_\_\_ DATE \_\_\_\_\_

Description of Change  
 (include address):

APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
 (Health District Representative)

ACCEPTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
 (Contractor)

\_\_\_\_\_  
 (Company)

Original Contract Amt		
Previous Changes (+ / --)		
This Change (+ / --)		
Adjusted Contract Amt		

Ohio EPA Acceptance	
	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 which 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 prior to execution is to be submitted to Ohio EPA for review and prior approval of the acceptability of the change. "Prior to execution" means before the Change Order is signed by the Owner.

Ohio EPA will review the Change Order and 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 HSTS Change Order form must have original signatures.

Health Departments should submit change orders electronically to the DEFA Engineer who reviewed and approved their project.

After the Change Order is accepted and eligible costs determined, Ohio EPA will return a signed copy of the HSTS Change Order form.

*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.

**NOTICE TO PROCEED**

To: \_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

**PROJECT Description:**

You are hereby notified to commence WORK in accordance with the Agreement dated \_\_\_\_\_, 20\_\_, on or before \_\_\_\_\_, 20\_\_, and you are to complete the WORK no later than the date of completion set within the contract is therefore \_\_\_\_\_

\_\_\_\_\_  
Owner

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

On behalf of the Seneca County General Health District

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## SECTION D

### EQUAL EMPLOYMENT OPPORTUNITY

**A. Activities and Contracts Not Subject to Executive Order 11246, as Amended**

(Applicable to Federally assisted construction contracts and related subcontracts \$10,000 and under)

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

1. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, military status, disability, age, genetic information or sexual orientation. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, military status, disability, age, genetic information or sexual orientation. 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.
2. **The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Owner setting forth the provisions of this non-discrimination clause.** The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. Contractors shall incorporate foregoing requirements in all subcontracts.

**B. Executive Order 11246 (Contracts/Subcontracts above \$10,000)**

1. Section 202 Equal Opportunity Clause

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

- (1)The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, 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 contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Owner setting forth the provisions of this non discrimination clause.**
- (2)The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.
- (3)The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contractor or understanding, a notice to be provided by the Owner advising the said labor union or workers' representatives of the contractor's commitment under this section, and shall post

copies of the notice in conspicuous places available to employees and applicants for employment.

- (4)The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5)The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the Ohio Department of Development's Office of Local Government Services (OLGS), the U.S. Department of Labor and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.
- (6)In the event of the contractor's non-compliance with the non-discrimination clauses 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 contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulations or order of the Secretary of Labor, or as otherwise provided by law.
- (7)The contractor will include the provisions of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Department 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 Department, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

2. Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246). (Applicable to contracts/subcontracts exceeding \$10,000)

- (1)The Offerer's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
- (2)The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trace on all construction work in the covered area, are as follows:

Goals for Minority Participation	Goals for Female Participation
10.0%	6.9%

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered areas. The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative



action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

(3)The Contractor shall provide written notification to the Manager of the Office of Local Government Services, Ohio Department of Development, P.O. Box 1001, Columbus, OH 43266-0101 within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

(4)As used in this Notice, and in the contract resulting from this solicitation, the "covered area" \_\_\_\_\_ county Ohio.

3. Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)

(1)As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- d. "Minority" includes:
  - (i) Black: all persons having origins in any of the Black African racial groups not of Hispanic origin;
  - (ii) Hispanic: all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race;
  - (iii) Asian and Pacific Islander: all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands; and
  - (iv) American Indian or Alaskan Native: all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification.

(2)Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

- (3) If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
- (4) The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonable be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.
- (5) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- (6) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to the training programs approved by the U.S. Department of Labor.
- (7) The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
  - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have

- employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source of community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
  - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
  - e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b.
  - f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority & female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
  - g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
  - h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
  - i. Direct its recruitment efforts, both oral and written, to minority female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc. such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
- q. Covered construction contractors performing contracts in geographical areas where they do not have a federal or federally assisted construction contract shall apply at the minority and female goals established for the geographical area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting offices.

(8) Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through 7q). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through 7q of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation shall not be a defense for the Contractor's non-compliance.

(9) A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially

desperate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

- (10)The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- (11)The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- (12)The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- (13)The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
- (14)The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by OLGS and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
- (15)Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

## **SECTION E GENERAL CONDITIONS**

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

Local regulations can also be viewed at

[https://www.senecahealthdept.org/sewage-systems?page\\_id=10](https://www.senecahealthdept.org/sewage-systems?page_id=10)

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

<https://www.odh.ohio.gov/odhprograms/eh/sewage/Law%20and%20Rule%20Page/sewrules.aspx>

Specifications for Sewer Tap-ins will be governed by the owner of the Sanitary Sewer of the specific location and will be provided to all bidders at the time of bidding.

## **SECTION F BASIS OF 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 EPA, 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) a payment request that documents costs incurred for the individual HSTS improvements is submitted by the local government agency to Ohio EPA (the request must be accompanied by the local Health District final inspection certification, and the signed contract page), and
- (4) the Ohio EPA reviews and approves the submissions and directs the Ohio Water Development Authority to disburse of approved amounts to the local government agency.

This process may take up to 4-6 weeks.

## TECHNICAL SPECIFICATIONS

### Technical Specifications for HSTS System Installations at

1. Josh Hoch, 7856 Fort Street, 419-602-2311
2. Ronald Bogner, 3476 W CR 14, 419-608-8676
3. Thomas Snyder, 6319 S SR 53, 567-804-9220
4. Timothy Parkins, 3122 W SR 18, 567-230-7019

Wednesday, July 15, at 12:00 PM

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

1. Obtain on behalf of the homeowner purchase an installation permit which will require submitting both application and fee \*(\$250 tap in fee and a \$234 Water meter purchased from the city of Fostoria) \* If applicable. For NPDES systems; Septic Design Review of \$125, an EPA Permit of \$200 and the Permit to the Health Department of \$424. For Septic Tank Only, please see \$235 Alternation Permit Fee.
2. \*\* Labor, materials and equipment to install the HSTS system as designed and meeting current standards and requirements of the Seneca County General Health District, Ohio Department of Health and Ohio EPA
3. **List as an itemized price on the bid sheet**, any electrical or plumbing upgrades or alterations necessary to achieve a fully functional system as indicated in the approved design.
4. The closure of the existing system as indicated on the approved design or as indicated by the Seneca County General Health District.
5. For final approval, site must be graded and seeded upon completion. This contract is with the Seneca County General Health District and not with the homeowner so any deviation from this will require a change order following the guidance provided in the Specifications packet provided. The Seneca County General Health District and Ohio Environmental Protection Agency will have to approve the requested Change Order which can take as long as 3-4 weeks for approval. No invoices are accepted for any portion of payment until all Change Orders are fully approved.
6. Upon completion provide the required as-built drawings to the Seneca County General Health District.

Please note that all materials and/or equipment specified within the approved design can be installed as specified or with comparable materials/equipment as approved and acceptable by the Seneca County General Health District. Any questions relating to acceptable materials and/or equipment contact the Seneca County General 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. Operation and Maintenance permit fees
6. Performance and Payment Bond costs
7. Tax

Estimated cost of systems

7856 Fort Street - \$12,000.00

3476 W CR 14 - \$14,000.00

6319 S SR 53 - \$18,500.00

3122 W SR 18 - \$18,000.00

Contract completion will be within sixty (60) days with the understanding these need to be completed as early as possible to ensure grant funds are expended.

Please submit bids by one of the following: mail to: Seneca Regional Planning Commission, 71 S Washington St, Suite 1104, Tiffin, OH 44883 or email to [iflewis@senecarpc.org](mailto:iflewis@senecarpc.org) Attn: Isabelle Lewis