Household Sewage Treatment Funding Program

An Ohio Environmental Protection Agency (OEPA)

Funded Project

Administered By:

The Columbiana County General Health District

Open for Bidding: October 21, 2026

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Section A: Advertisement For Bids

Sealed bids will be opened at the Columbiana County Health District, 7360 State Route 45, Lisbon, Ohio 44432 at 4:00 p.m. on November 10, 2026 for the Columbiana County Household Sewage Treatment Funding Program, which provides repairs and replacement of home sewage treatment systems and sewer connections for low-income families. Bids shall be in a sealed envelope and marked: "**Household Sewage Treatment Funding Program Bid Group _____".**

Specifications and contract documents are on file for review and may be obtained at the Columbiana County Health District. Only bidders of record will receive addendum(s) to the specifications, if any.

Each bidder must be a registered sewage system installer in Columbiana County, Ohio.

A pre-bid conference will be held at the Columbiana County Health District, on November 2, 2026 at 8:00 am, to advise all prospective bidders of the various contract requirements, and to answer any questions that might occur.

The Columbiana County Board of Health reserves the right to reject any or all bids, and to waive any informalities or irregularities in the bids received. The Columbiana County Health District further declare that they will award the contract for this project to the lowest and best bid.

BY ORDER OF THE COLUMBIANA COUNTY GENERAL HEALTH DISTRICT, LISBON, OHIO.

Published in the Farm and Dairy

Publication Dates:

Date 1- October 22, 2026

Date 2- October 29, 2026

Date 3- November 5, 2026

Section B: Notice To Bidders

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

2. Bid Package
   Included in this package are the Instructions to Bidders, General Conditions for Columbiana County Household Sewage Treatment System Projects, Technical Specifications, Plans and related documents, which in aggregate are the specifications for work to be performed.

3. Inspection Of Site
   Each bidder shall visit the sites of the proposed work and fully acquaint themselves 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. The Columbiana County Board of Health (hereafter "CCGHD") will be justified in rejecting any claim based on facts regarding which he should have been on notice as a result thereof.

4. 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. NPDES Systems will require a 5-year service contract.

5. 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.

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

7. 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.

8. Pre-Bid Conference
   Prior to the award of this contract, bidders are encouraged to attend a Pre-Bid Conference with representatives of the CCGHD. The purpose of this conference shall be to elaborate on the procedures outlined in Executive Order 11246, so that each contractor is made aware of his contractual obligations. This conference will also serve to answer any questions concerning the Specifications.

9. Ohio Sales Tax
   The CCGHD is exempt from the payment of the Ohio Sales and Use Tax. Consequently, the cost of shall not be included in the proposal.

10. Bids
    a) All Bids must be submitted on form supplied by the CCGHD and shall be subject to all requirements of the Specifications. All bids must be regular in every respect. The CCGHD 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.

    b) 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 CCGHD on its merits.

    c) Bids received will be for the entire cost of the system(s). The contract between the CCGHD and the contractor will be for the portion of the cost that is reimbursable through the WPCLF (Water Pollution Control Loan Fund). The homeowner's portion of the cost will be between the contractor and the homeowner.

11. Wages And Salaries
    a) 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.

    b) 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.

12. Withdrawal Of Bids
    Bids may be withdrawn at any time prior to the time for opening. However, no bids may be withdrawn for sixty (60) days after the bid opening.

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

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

15. Contract Award
    a) The CCGHD Board will award the contract for this project based on the lowest and best base bid. The specifications contain a Bidder's Profile designed to gather certain information that may be considered in this regard. No single factor will control the Board's decision to award, and the Board reserves the right to exercise its full discretion. The contract will require the completion of work in accordance with the Specifications.

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

16. Commencement
The Contractor shall begin work upon receipt of the "Notice to Proceed" issued by the CCGHD.

17. Change Orders
All Changes Orders under this contract, regardless of costs and funding source, must be submitted to the CCGHD. CCGHD will determine the necessity of the change and complete the Contract Change Order form which must be signed by the Contractor and CCGHD prior to being submitted to the Ohio EPA for approval. The Contractor may not commence work that requires a Change Order until the completely executed form has been received and approved by the CCGHD.

18. Completion Date Scheduled
The Contractor shall complete all work 120 calendar days after notice to proceed.

19. Liquidated Damages
a) The CCGHD 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 CCGHD 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 from any payment due or to become due to said Contractor. Nothing under this section shall prohibit the CCGHD 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 CCGHD'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 CCGHD would in such event sustain, and said amount is agreed to be the amount of damages which the CCGHD 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.

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

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

21. Certification Regarding Debarment, Suspension And Other 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 the bid documents.

22. Violating Facilities Clauses
a) 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.

b) The Contractor must sign the "Violating Facilities Clause" form as found in Section A of these bid documents.

23. Underground Utility Facilities (Orc 153.64)

a) 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.

b) 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.

c) 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.

d) 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: Bid Proposal

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, specification 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 all state, federal, and local laws, rules and regulations, including regulations adopted by the Columbiana County General Health District ("CCGHD") for the installation of home sewage treatment systems.

Date set for completion of all work is 120 days after the date of the notice to proceed.

Work will consist of the ***replacement*** of the identified home sewage treatment system(s) and home sewage treatment system abandonment and related overall project restoration. The bid proposal shall include the cost for all permits, test pit excavation, materials and labor necessary to install new septic system or connect to sewer as well as complete construction grade and reseed all yards to restore to their original condition. All NPDES systems shall include a 5-year service contract.

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.

Property	Permits	Electrical	Plumbing	Septic	Total
Totals					

Total amount of the base bid is_____

and_____/100 dollars ($_____).

Signature:_____

Printed Name: _____

Title: _____

Company:_____

Address: _____

Phone: _____ Date _____

NON-COLLUSSION AFFIDAVIT

STATE OF_____)
) SS.
COUNTY OF_____)

I, _____, being first duly sworn, deposes and says that he is the
(Print Name)

_____ of _____, the party making the foregoing proposal or bid; that such bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit of cost element of said bid price, or of that of any other bidder or to secure any advantage against Columbiana County, or any other person interested in the proposed contract; and that all statements contained in said proposal or bid are true; and , further that such bidder has not, directly or indirectly submitted this bid, or the contents thereof, or divulged information or data relative thereto to an County employee or any member or agent thereof.

Title (e.g. President, Secretary, Sole Owner, Partner) *Name of Business Entity*

_____
Affiant

Sworn to and subscribed before me this_____ day of_____, 20____.

_____
NOTARY PUBLIC

My commission expires: _____ [seal]

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 or 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.

_____ _____

Signature of Authorized Representative Date

_____

Printed Name & Title of Authorized Representative

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

VIOLATING FACILITES 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

_____

Printed Name and Title

_____

Name of Company

Site Visit Affidavit

I, _____, being first duly sworn, deposes and says that I am the

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

_____ the party making this foregoing proposal do attest to conducting a site visit for each property included in this estimate.

I further confirm viewing the following during my visit(s) by initialing on each line below:

_____ the landscape of each property

_____ the location and condition of any utilities

_____ the plumbing on the interior of the home

_____ _____

Signature of Authorized Representative Date

_____

Printed Name & Title of Authorized Representative

Bond Specifications

The ONLY ACCEPTABLE bond form to be used on this Project is the form included in the proposal package. Please note, an improperly executed Bond may result in a bid being rejected. Bidders should provide their Surety with these Specifications and the County's Bid Guaranty Bond/Performance Bond form.

Bid Guaranty
Each bid exceeding $50,000 shall be accompanied by a bid guaranty in one of the following two forms:

A. Bid Guaranty – Form 1

A bid guaranty bond for the full amount of the bid, including all additive alternates, conditioned to:

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 within ten (10) days of the notice of award. 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 Columbiana County Board of Health award the contract to the next lowest bidder, the bidder and the surety on his bond shall be liable to the County 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 Columbiana County Board of Health does not award the contract to the next lowest bidder but resubmits the project for bidding, the bidder failing to enter into the contract and the surety on his bond shall, except as provided in Section 153.54(G), Ohio Revised Code, be liable to the County 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 County 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 County.

County'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.
Bid guaranty bonds will be returned to unsuccessful bidders upon request.

B. Bid Guaranty – Form 2

1) A bid guaranty of certified check, cashier's check, or letter of credit, equal to ten (10) percent of the bid, including all additive alternatives, which shall be for the benefit of the County or any person having a right of action thereon, and shall be deposited with, and held by, the Columbiana County Health Department.
2) A letter of credit shall be revocable only at the option of the Columbiana County Board of Health. All such guaranties shall be made payable to the Columbiana County Health Department.
3) 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 within ten (10) days of the notice of award. 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 Columbiana County Board of Health award the contract to the next lowest bidder, the bidder shall be liable to the County 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 Columbiana County Board of Health does 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 County 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.

4) 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 County 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 County.
5) 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/payment bond. In the event of rejection of bids, all checks and letters of credit will be returned to the bidders immediately.

- Entering into "a proper contract" means that within 10 days after receipt of the County's notification of award, the successful bidder shall file with the Board of Health all documents listed in the Documents Checklist. Upon failure to file the aforementioned documents, in the form and manner specified by the County, within said 10 days, the bidder and/or 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 Columbiana County Board of Health will award the contract to the next lowest bidder or readvertise for same.

C. <u>Performance/Payment Bond</u>

1) The performance bond shall be in the form of the County's (Sample) Performance Bond, and recovery of any claimant there under 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. All bid guaranty and performance bonds shall be issued by a surety company authorized to do business in Ohio.

2) The Performance Bond shall be for the full amount of the bid, including all additive alternates, or combined bids, and executed <u>exactly in accordance</u> with the following specifications:
    a. Bond shall be issued by a surety company authorized to do business in Ohio.
    b. The bond form shall be the County's Bid Guaranty Bond/Performance Bond Form.
    c. No time limit for the instituting of suit shall be added to the Bond form.
    d. Identification of Project shall be listed on the Bond.
    e. As Principal, the Bond shall be signed by the same one or two Officials authorized to sign the construction contract. *(See Instructions for Signing Columbiana County Contracts.)*
    f. <u>All signatures shall be original signatures</u>. Facsimile signatures are not acceptable.
    g. The Surety's Power of Attorney and Department of Insurance Certificate to do business in Ohio, shall be attached to the Bond.

D. Power Of Attorney Specifications

1) The amount of the Bond, or a sum in excess of that amount, must appear on the Surety's Power of Attorney form, to show that this is the amount for which the Attorney-in-Fact is authorized to sign the Bond.

2) The signatures on the Power of Attorney shall be in one of the following forms:
    a. Power of attorney executed with original signatures;
    b. A copy of the original power of attorney duly certified by proper corporate officers;
    c. 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.

BID GUARANTY BOND
(and Performance Bond)

KNOW ALL MEN BY THESE PRESENTS:

That we, the, _____,
(Name and Address of Contractor)

as Principal, hereinafter called Principal, and _____

_____,
(Name & full mailing address of Surety)
as Surety, hereinafter called Surety, and hereby held and firmly bound unto the Columbiana County Board of Health, Lisbon, Ohio, as Obligee in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on the project the day of _____ , 20___ to undertake the Project known as _ _____ , The penal sum referred to herein shall be the dollar amount of the principal's bid to the Obligee, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee. 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 Principal has submitted a bid for the Project.

NOW, THERFORE, 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 then (10) percent of the penalty hereof between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the Obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the Principal pays to the Obligee the difference not to exceed ten (10) percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising, and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect; if the Obligee accepts the bid of the Principal and the Principal within ten (10) days after receipt of notification of award of the contract enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of materials, which said contract is made a part of this bond the same as though set forth herein;

NOW ALSO, if the said Principal shall well and faithfully do and perform the things agreed by the Principal to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same 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.

Upon the execution of the proper contract specified herein, the said Bid Guaranty Bond shall constitute and be a Performance Bond as provided herein and in accordance with the statutes of the State of Ohio.

The said surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of the said contract or in or to the plans or specifications therefore shall in any way affect the obligations of said Surety on its Bond.

Signed this_____ day of_____ , 20_____ .

PRINCIPAL: _____

By: _____ (1)

Printed Name: _____

Title: _____

SURETY: _____

By: _____

Printed Name: _____
Attorney-In-Fact

(1) Signed by the same one or two Officials who will be signing the contract. Facsimile signatures are not acceptable.

(THIS BOND MAY BE PHOTOCOPIED, BUT NOT RETYPED)

Section D: Construction Contract and Contract Forms

CONSTRUCTION CONTRACT
COLUMBIANA COUNTY BOARD OF HEALTH

With _____

Dated_____

Project: **Household Sewage Treatment Funding Program**

This CONTRACT, made and entered into at Lisbon, Ohio, on_____ , by the COLUMBIANA COUNTY BOARD OF HEALTH, hereinafter referred to as "COUNTY"); _____and (hereinafter referred to as "CONTRACTOR") .

WITNESSETH, the COUNTY and the CONTRACTOR hereby agree as follows:

1. CONTRACT DOCUMENTS
The Contract consists of this document, the Advertisement for Bids, the Performance Bond, the Contractor's Bid, the Drawings, the Specifications, all other documents referenced in the Bid Packet, all Addenda issued prior to execution of this Contract, and all Change Orders issued subsequent thereto; and when specified: Labor and Material Bond, Affirmative Action and Equal Opportunity Requirements, and Federal and/or State Regulations.

2. LAWS, RULES, AND REGULATIONS
Terms and conditions of this Contract shall be governed by the provisions of Chapters 153 and 4115 and Section 149.53 of the Ohio Revised Code, and all applicable local, State and Federal Ordinances, Statues and Regulations.

3. THE WORK
The CONTRACTOR shall perform and complete all work of the Project required by the Contract Documents, supplying all the labor, materials, supervision, tools and equipment required by the Project and Contract Documents; shall proceed in a prompt and diligent manner, and shall do the several parts thereof at such times and in such order as the COUNTY may direct, and shall execute, construct, finish, and test when required, the Project in an expeditious, substantial and workmanlike manner to the satisfaction of the COUNTY, and to the final acceptance of the Project by the COUNTY.

4. TIME OF COMMENCEMENT AND COMPLETION
The CONTRACTOR shall commence work upon notice from the COUNTY to proceed and shall complete the Project work within 120 consecutive calendar days after receipt of notice to proceed.

5. CONTRACT SUM
The COUNTY shall pay the CONTRACTOR for the performance of the Work, the sum of $ _____ subject to additions and deductions by Change Orders properly approved and executed. All properly approved and executed change orders for increases will be paid by the COUNTY utilizing OHIO EPA funding and/or homeowner contribution.

6. PAYMENTS

Based upon Applications for Payment submitted to the COUNTY by the CONTRACTOR, and approval by the CCGHD shall make payments on account of the Contract Sum to the CONTRACTOR as provided in Chapter 153 of the Ohio Revised Code and as payment is received from the Ohio EPA.
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) And invoice that documents the costs incurred for the individual HSTS improvements are submitted by the local government agency to Ohio EPA (the invoice must be accompanied by the local 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 local government agency.

7. NEGLECT, DEFAULT, DELAY, ETC.

The COUNTY shall not be liable to the CONTRACTOR for any neglect, default, delay, or interference of or by another contractor, nor shall any such neglect, default, delay, or interference of or by any other contractor, or alteration which may be required in said Work, release the CONTRACTOR from the obligation to finish the said Work within the time aforesaid, or from the damage to be paid in default thereof.
The CONTRACTOR shall pay the COUNTY $500.00 for each and every calendar day of completion the Project is delayed beyond the date fixed for completion in Section 3 herein.

8. INSURANCE

The Insurance Specifications for Contractors and their subcontractors are attached as Exhibit "A", which Exhibit is incorporated herein by reference and made a part hereof the same as though rewritten herein in full

9. FAILURE TO COMPLY

If the CONTRACTOR shall fail to comply with any of the terms, conditions, provisions or stipulations of this Contract, the COUNTY may avail itself of any and all remedies provided in their behalf in the Contract, and shall have the right and power to proceed in accordance with the provisions thereof.

10. RESOLUTION OF DISPUTES

In the event of a dispute covering additional costs, claims and any other matter arising out of or relating to this Contract, or the breach thereof, such disputes shall be decided by submission to a court of competent jurisdiction within one (1) year of the date upon which the COUNTY accepts and approves the project for use. The CONTRACTOR hereby waives any right to rely upon the statute of limitations for actions on contracts. Failure to bring an action within one year of the above date shall constitute a bar to such action.
If, however, within ten (10) days of the specific event giving rise to the disputed matter, the CONTRACTOR gives the COUNTY, by written notice, a request to submit the matter to arbitration, the COUNTY and the CONTRACTOR may agree, within sixty (60) days of receipt of the above notice, to submit the matter to arbitration as set forth below.

If the parties agree, by written change order signed by the COUNTY, the Ohio EPA, and the CONTRACTOR, to submit such dispute to arbitration, all proceedings shall be according to Ohio Revised Code Chapter 2711., and, unless waived, the Ohio Rules of Civil Procedure and the Ohio Rules of Evidence. The COUNTY and the CONTRACTOR shall each choose on arbitrator. The two arbitrators shall agree upon and choose a third arbitrator, who shall preside over the proceedings. Compensation of the arbitrators shall be as agreed upon by the COUNTY, the CONTRACTOR and the arbitrators. Payment for the arbitrators shall be shared equally by the COUNTY and the CONTRACTOR. The CONTRACTOR shall deposit, as a precondition to commencement

of the hearing, its equal share of the compensation of the arbitrators with the COUNTY to be placed in an account for that purpose, or with an escrow agent suitable to both parties. The hearing or the arbitration shall commence within sixty (60) days of the agreement to arbitrate. If the hearing is not commenced within sixty (60) days of the agreement to arbitrate, said agreement shall be void and the dispute shall be resolved by submission to a court of competent jurisdiction as herein before specified. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof.
All questions with regard to the rights and authority of the arbitration panel shall be resolved pursuant to Chapter 2711 of the Revised Code of Ohio.

11. IN FORCE AND EFFECT
Subject to the applicable provisions of law, this contract shall be in full force and effect from and after the date when a fully executed and approved counterpart hereof is forwarded to the CONTRACTOR, but the CONTRACTOR shall not start work on the Project until written notification to proceed is received from the COUNTY.

12. EXECUTIVE ORDER 11246 SEC.202
Except in contracts exempted in accordance with Section 204 of this Order, all Government contracting agencies shall include in every Government contract hereafter entered into the following provisions:

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

A. 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.

B. EQUAL EMPLOYMENT OPPORTUNITY/ NON-DISCRIMINATION
   (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 contracting officer setting forth the provisions of the nondiscrimination 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 for employment 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 contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of this notice in conspicuous places available to employees and applicants for employment.

(4) The contractor 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 contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, 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 No. 11246 of September 24, 1965, or by rule regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include 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 No. 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 contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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IN WITNESS WHEREOF, the County and the Contractor affix their signatures:

COLUMBIANA COUNTY BOARD OF HEALTH:

_____
President

_____
Vice President

_____
Secretary (Health Commissioner)

CONTRACTOR: _____

By: _____

Printed Name: _____

Title: _____

Contractor to complete applicable paragraph below:

____ A Corporation organized under the Laws of and qualified to do business in the State of Ohio.

____ Co-partners trading and doing business under the firm name and style of _____

_____

____ List names of all Partners_____

____ An individual doing business under the firm name and style of

_____

APPROVED AS TO FORM:

_____
Assist. Columbiana County Prosecuting Attorney

EXHIBIT "A" TO CONTRACT

INSURANCE SPECIFICATIONS FOR CONTRACTORS AND SUBCONTRACTORS AT ANY TIER

These Insurance Specifications are incorporated in and are a part of all of Columbiana County's Contracts for construction, and shall be attached as Exhibit "A" to all such Contracts. They may be photocopied, but not retyped. Contractors are encouraged to review these Specifications with their Insurance Agent.

The Contractor, all Subcontractors, and all Sub-Subcontractors (all hereinafter called the "Contractor") shall provide and maintain during the life of this Contract the following minimum insurance, limits, and conditions:

COMPREHENSIVE GENERAL LIABILITY

The Comprehensive General Liability Coverage shall include Completed Operations – Products Coverage, Personal Injury Coverage, and Contractual Liability Coverage to satisfy the Indemnification Clause included herein. The Comprehensive General Liability coverage shall include Underground Hazards for sub-surface operations. Explosion and Collapse Liability coverage shall be determined by the County on the basis of specific construction exposures. The minimum limits of liability shall be as follows, unless otherwise specifically required by special provisions in the specifications or this Contract:

Bodily Injury Liability-	
Each Occurrence	$1,000,000
Aggregate	$1,000,000
Property Damage Liability-	
Each Occurrence	$500,000
Aggregate	$500,000

* Special conditions will affect limits to be determined by the County.

COMPREHENSIVE AUTOMOBILE LIABILITY

The Comprehensive Automobile Liability Coverage shall include Owned, Non-Owned, and Hired Coverage. The minimum limits of liability shall be as follows, unless otherwise specifically required by special provisions in the specifications of this contract:

Bodily Injury Liability-	
Each Person	$1,000,000
Each Occurrence	$1,000,000
Property Damage Liability-	
Each Occurrence	$ 500,000

Any combination of underlying Comprehensive General/Automobile Liability coverage with Umbrella/Excess Liability coverage which provides the required Bodily Injury & Property Damage Liability coverages will be acceptable.

WORKER'S COMPENSATION

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

NOTICE REQUIREMENT

All insurance policies and certificates shall include an endorsement providing 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 Contractor agrees to indemnify and save the County, its officials, officers, agents, and employees harmless from any and all losses, claims, actions, costs, expenses, judgments, subrogations, 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 Worker's 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.

RAILROAD PROTECTIVE LIABILITY INSURANCE (IF NEEDED)

In any of the work under this Contract is on railroad R/W, the contractor shall at its sole cost and expense, procure and provide, for and 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 Contractor. Each railroad company shall be provided with a copy of each policy of insurance prior to commencement of any work.

FLOOD INSURANCE (IF NEEDED)

ADDITIONAL INSURANCE REQUIREMENTS

The contractor and/or the property owner shall maintain Builders Risk Insurance (fire and extended coverage) on a 100% basis (complete value form) on the insurable portion of the project facilities for the benefit of the Director, the County, the prime contractor, and all subcontractors, as their respective interests may appear.

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.

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 County.

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 Department 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

Section E: General Conditions for Columbiana County Board of Health Projects

1. DEFINITIONS
   Whenever used, the following meanings shall be given to the terms herein defined:

   a) "Contract" means the contract executed by the Local Public Agency and the Contractor.

   b) "Local Public Agency" means the Columbiana County Board of Health, Lisbon, Ohio, which is authorized to undertake this contract.

   c) "Contractor" means the person, firm or corporation entering into the Contract with the Local Public Agency to perform the work of said contract set forth in the Specifications.

   d) "Local Government" means the Columbiana County Board of Health, Lisbon, Ohio.

   e) "Technical Specifications" means that part of the Specifications which describes, outlines, and stipulates the manner and methods to be employed in the work.

2. SUPERINTENDENCY BY CONTRACTOR
   Except where the contractor is an individual and gives his personal superintendence to the work, the contractor shall provide a competent superintendent, satisfactory to the Local Public Agency and the County, on the work at all times during working hours with full authority to act for him. The contractor shall also provide an adequate staff for the proper coordinating and expediting of his work.

   The contractor shall schedule the contracted work directed by the Local Public Agency and shall be responsible for all work executed by him under the contract.

3. OTHER CONTRACTS
   The Local Public Agency may award, or may have awarded, other contracts for additional work and the contractor shall cooperate fully with such other contracts, by scheduling own work with that to be performed under other contracts as may be directed by the Local Public Agency. The contractor shall not commit or permit any act which will interfere with performance of work by any other contractor as scheduled.

4. BREAKDOWN OF CONTRACT PRICE AND NOTICE TO PROCEED
   a) Breakdown of Contract Price - A breakdown of the individual cost per item, where designated, is to be furnished by the contractor on the "Bid Sheet" form. This breakdown is needed to furnish a partial payment by the Columbiana County Board of Health, Lisbon, Ohio, to the contractor when applicable.
   b) Notice to Proceed - After execution of the contract, a Notice to Proceed will be issued to the contractor, which shall fix the starting and completion dates therefore in accordance

with the contract time established in the "INSTRUCTIONS TO BIDDERS" contained herein.

5. PAYMENTS
   a) Full Payment - The contractor shall prepare his invoices for full payment, to the County for approval. The payment shall consist of 100% of the entire amount of the contract for all work completed to date as provided on the Bid Sheet cost.

   b) Withholding Payments - The Columbiana County Board of Health, before making any payments, may require the contractor to furnish releases or receipts from any of all persons performing work and supplying material or services to the Local Public Agency. However, the Columbiana County Board of Health may make payment in part or in full to the contractor without requiring the furnishing of such releases or receipts and any payments so made shall in no way impair the obligations of any surety or sureties on any bond or bonds furnished under this contract.

   c) Payments Subject to Submission of Certificates - Each payment to the contractor by the Local Public Agency shall be made subject submission by the contractor of all written certificates required of him.

   d) No payment made under the contract shall act as a waiver of the right of the Local Public Agency to require the fulfillment of all terms of this contract.

6. CHANGES IN THE WORK
   a) The Local Public Agency may make changes in the scope of the work required to be performed by the Contractor under contract by making additions thereto, or by omitting work therefrom, without invalidating the contract, and without relieving or releasing the contractor from any of his obligations under the contract or any guarantee given by him pursuant to the contract provisions, and without affecting the validity of the guarantee bonds, and without relieving or releasing the surety or sureties of said bonds provided that the total net amount of the change does not change the contract amount by more than 25 percent. All such work shall be executed under the terms of the original contract unless it is expressly provided otherwise.

   b) Except for the purpose of affording protection against any emergency endangering health, life, or property, the contractor shall make no change in the work, provide any additional work, or supply additional labor, services, or materials, beyond that actually required for the execution of the contract, unless pursuant to a written formal change order from the Columbiana County Board of Health authorizing the change, no claim for an adjustment of the contract price will be valid.

   c) If applicable unit prices are contained in the contract (established as a result of either a unit price or a Supplemental Schedule of Unit Prices submitted with a lump sum bid) the Local Public Agency shall order the contractor to proceed with the desired changes in the work, value of such changes to be determined by the measured quantities involved and the applicable unit prices specified in the contract; provided that in case of a unit price

contract the net value of all changes does not increase or decrease the original total amount shown in the contract by more than 25 percent. When extra work items are not stipulated in the Approximate Quantities or compensation covered under unit prices, the amount to be paid for extra or additional work shall be agreed upon by both Contractor and the Local Public Agency.

d) Each change in the work shall be documented by an executed change order, which shall include:
    1) A detailed description of the change in the work.
    2) A definite statement as to the resulting change in the contract price and/or time.

7. CLAIMS FOR EXTRA COST
    a) If the contractor claims that any instructions involve extra cost or extension of time, he shall, within ten (10) days after receipt of such instructions, and in any event before proceeding to execute the work, submit his protest thereto in writing to the Local Public Agency, stating clearly and in detail the basis of his objections. No such claims will be considered unless so made.

    b) Any discrepancies which may be discovered between actual conditions shall at once be reported to the Local Public Agency and work will not proceed, except at the contractor's risk, until written instructions have been received by him from the Local Public Agency.

    c) If, on the basis of available evidence, the Local Public Agency determines that an adjustment of the contract price and/or time is justifiable, then the procedure shall be as provided for as found in CHANGES IN THE WORK.

8. TERMINATION, DELAYS, AND LIQUIDATED DAMAGES
    a) Termination of Contract - If the contractor refuses or fails to carry out the work with such diligence as will ensure its completion within the time specified in these contract documents, plus any extension therefrom as provided in these contract documents, the Local Public Agency, by written notice to the contractor, may terminate the contractor's right to proceed with the work. Upon such termination, the Local Public Agency may take over the work and carry out the same to completion, by contract or otherwise, and the contractor and his sureties shall be liable to the Local Public Agency in its completion of the work as provided below. If the contractor's right to proceed is terminated, the Local Public Agency may take possession of and utilize in completing the work such materials, tools, equipment, and plant as may be on the site of the work and necessary therefore.

    b) Liquidating Damages for Delays - If the work is not completed within the time stipulated in the NOTICE TO PROCEED, including any extensions of time for excusable delays as herein provided or reduction in the time due to omission of part of the work, the contractor shall pay to the Local Public Agency as fixed agreed and liquidated damages (it being impossible to determine the actual damages occasioned by the delay) for each calendar day of delay until the work is completed, the amount of five hundred dollars

($500) per day and the contractor and his sureties shall be liable to the Local Public Agency for the amount thereof.

c) Excusable Delays - The right of the contractor to proceed shall not be terminated nor shall the contractor be charged with liquidated damages for any delays in the completed work due:
    1) To any acts of the government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, national defense, or any other national emergency.

    2) To any acts of the Local Public Agency.

    3) To cause not reasonably foreseeable by the parties to this contract at the time of the execution of the contract which are beyond the control and without the fault or negligence of the contractor, including but not restricted to acts of God or the public enemy, acts of another contractor in performance of some other contract with the Local Public Agency, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity as hurricanes, tornadoes, cyclones, and other extreme weather conditions; and

    4) Provided however, that the contractor promptly (within ten (10) days) notifies the Local Public Agency, in writing, of the causes of delay. Upon receipt of such notification, the Local Public Agency shall ascertain the facts concerning the cause of the delay and the extent to which completion of the project as a whole has been delayed. If the facts show the delay to be properly excusable under the terms of the contract, the Local Public Agency shall extend the contract time by a period commensurate with the period of excusable delay.

9. DISPUTES
    a) All disputes arising under this contract or its interpretations, except those disputes of claims covered by the U.S. Department of Labor for federal and federally assisted projects whether involving law or fact or both, or extra work, and all claims for alleged breach of contract shall, within ten (10) days of commencement of the dispute, be presented by the contractor to the Local Public Agency for decision. All papers pertaining to claims shall be filed in quadruplicate. Such notice shall not detail the amount of the claim but shall state the facts surrounding the claim in sufficient detail to identify the claim together with its character and scope. In the meantime, the contractor shall proceed with the work as directed. Any claim not presented within the time limit specified within the paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) days of its commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt by the Local Public Agency or notice thereof.

    b) The contractor shall submit in detail his claim and his proof thereof. Each decision by the governing body of the Local Public Agency will be in writing and will be mailed to the

contractor by registered or certified mail, return receipt requested, directed to his last known address.

10. TECHNICAL SPECIFICATIONS

In the case of any discrepancy in Technical Specifications, the matter shall be immediately submitted to the Local Public Agency for decision. Said discrepancy shall not be adjusted by the contractor, save only at his own risk and expense.

11. REQUESTS FOR SUPPLEMENTAL INFORMATION

It shall be the responsibility of the contractor to make timely requests of the Local Public Agency for any additional information not already in his possession which should be furnished by the Local Public Agency under the terms of this contract, and which will be required in the planning and execution of the work. Such requests may be submitted in writing from time to time as the need is approached, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. The contractor shall be fully responsible for any delay in his work or to others arising from his failure to comply fully with the provisions of this section.

12. ACCIDENT PREVENTION

a) The contractor shall exercise proper precaution at all times for the protection of all persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his fault or negligence in connection with the execution of the work. The safety provisions of applicable laws and building construction code shall be observed and the contractor shall take or cause to be taken such additional safety and health measures as the Local Public Agency may determine to be reasonably necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with the applicable local laws.

b) The contractor shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work arising out of and in the course of employment on work under the contract. The contractor shall promptly furnish the Local Public Agency with reports concerning these matters.

c) The contractor shall indemnify and save harmless the Local Public Agency from any claims for damages resulting from personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this contract.

13. SANITARY FACILITIES

The contractor shall furnish, install, and maintain ample sanitary facilities for the workmen. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required by the sanitary codes of the state and local governments. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and serviced from single service containers or satisfactory types of drinking stands or

fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.

14. USE OF PREMISES

a) The contractor shall confine his equipment, storage of materials, and work operations to the limits prescribed by ordinances or permits or as may be directed by the Local Public Agency and shall not unreasonably encumber the premises with his salvaged material.

b) The contractor shall comply with all reasonable instructions of the Local Public Agency and the ordinances and codes of the Local Public Government regarding signs, advertising, traffic, fires, explosives, danger signals, barricades, and fire prevention.15. REMOVAL OF DEBRIS, CLEANING, ETC.

c) All rubbish and debris found on the work site at the start of the work, as well as that resulting from the contract activities or deposited on the site by others during the duration of the contract, shall be removed and legally disposed of by the contractor, who shall keep the project area and public rights-of-way reasonably clear at all times. Upon completion of the work, the contractor shall remove all temporary construction equipment, salvaged materials, trash, and debris of all kinds, leaving the entire project area in a neat condition. Trash burning on the site will be subject to prior approval of the Local Public Agency and in accordance with existing state and local laws. With the consent of the Local Public Agency, the contractor may use suitable debris for specified fill. Perishable matter must not become a part of any fill placed or left on the site.

15. REVIEW BY LOCAL PUBLIC AGENCY

a) The Local Public Agency, its authorized representatives shall at all times have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, and other relevant data and records pertaining to this contract; provided, however, that all instructions and approvals with respect to the work will be given to the contractor only by the Local Public Agency through its authorized representatives or agents.

b) Sections 2.1 through Section 2.2 and Sections 3.1 and 3.2 of the WPCLF Assistance Agreement lists requirements for construction contracts, including the obligation to include access for Ohio EPA and to ensure the contract is in compliance, and consistent, with the terms of the WPCLF Assistance Agreement. The following "access" language is required to be included verbatim:

> "The signatories agree to ensure that the Director or its duly authorized agents shall have the right at all reasonable times to enter upon the Project Site(s) and Project Facilities, and to examine and inspect the same and to exercise the Director's rights pursuant to the WPCLF Assistance Agreement."

16. CONFLICTS WITH WPCLF ASSISTANCE AGREEMENT

The following "conflicts" language is required to be included verbatim:

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

17. FINAL INSPECTION

When the work of the contract is substantially completed, the contractor shall notify the County that the work will be ready for final inspection of a definite date. Final inspection shall be conducted by the County prior to backfill. If the Local Public Agency determines that the work of the contract is as represented, it will make the arrangements necessary to have final inspection commenced on the date stated in such notice, or as soon thereafter as is practicable.

18. DEDUCTION FOR UNCORRECTED WORK

If the Local Public Agency deems it not expedient to require the contractor to correct work not done in accordance with the contract documents, then equitable deduction from the contract price will be made by agreement between the contractor and the Local Public Agency and subject to settlement, in case of dispute, as herein provided.

19. INSURANCE

The County of Columbiana Insurance Specifications for the contractor are attached hereto and incorporated herein by reference and made a part hereof the same as though rewritten herein in full.

20. GENERAL GUARANTEE

Neither the final certificate of payment nor any provision of the Contract Documents nor partial or entire use of occupancy of the premises by the Local Public Agency shall constitute an acceptance of work done not in accordance with the contract or relieve the contractor of liability in respect to any express warranties or responsibility for failure to comply with terms of the Contract Documents. The Local Public Agency will give notice of observed noncompliance with reasonable promptness.

21. RISK OF LOSS

The Local Public Agency assumes no responsibility for condition of existing buildings and structures and other properties on the project area not for their continuance in the condition existing at the time of issuance of the Invitation for Bids and thereafter. No adjustment of contract price, or allowance for any change in condition which may occur after the Invitation for Bids has been issued, will be made.

22. LIVE UTILITIES AND OTHER PROPERTY

The contractor shall assume all responsibility for damage attributable to any property upon, or passing through the project area, but excluded from the work performed by the Local Public Agency and other agencies such as utility lines, surface improvements, or like items. If disconnections of underground utility surfaces are required in public thoroughfares, the contractor shall comply with all local requirements and regulations respecting the barricading of trees, the removal and restoration of pavement, and other pertinent matters.

23. RESPONSIBILITIES OF THE CONTRACTOR

a) The contractor shall be solely responsible for all damage or injury to property or persons resulting from the work covered under this contract.

b) The contractor shall be solely responsible for the selection of the method used for the work. Except as otherwise specifically stated in the contract or specifications, the contractor shall provide and pay for all materials, labor, tools, equipment, water, light, heat, power, transportation, superintendence, temporary construction of any nature, charges, levies, fees or other expenses incurred, and all other services and facilities of every nature whatsoever necessary for his performance of the contract within the specified time.

24. COMMUNICATIONS

a) All notices, demands, requests, instructions, approvals, proposals, and claims must be in writing.

b) Any notice to or demand upon the contractor shall be considered given if delivered at the office of the contractor stated on the signature page of the contract (or at such other office as the contractor may from time to time designate in writing to the County).

c) All papers required to be delivered to the Local Public Agency shall, unless otherwise specified in writing to the contractor, be delivered to the Columbiana County Board of Health 7360 State Route 45, P.O Box 309, Lisbon, Ohio 44432, and any notice to or demand upon the Columbiana County Board of Health, Lisbon, Ohio, shall be sufficiently given if so delivered, or if deposited in the United States mail in a sealed, postage prepaid envelope or delivered with charges prepaid to any telegraph company for transmission to said Local Public Agency at such address, or to such other representatives of the Columbiana County Board of Health, Lisbon, Ohio, or to such other address as the Columbiana County Board of Health, Lisbon, Ohio, may subsequently specify in writing to the contractor for such purpose.

d) Any such notice shall be deemed to have been given as of the time of actual delivery, or (in the case of mailing) when the same should have been received in due course of post, or in the case of telegrams, at the time of actual receipt, as the case may be.

25. WORK NOT INCLUDED IN CONTRACT

The following are not included in the contract: Work mentioned in the Technical Specifications as not being part of the Contract.

26. CONFORMANCE

Upon award of the contract, the contractor must conform with **all** specifications included in the Bid Package.

Section F: Method of Payment

The Columbiana County Board of Health, utilizing Home Sewage Treatment System (HSTS) funds of the Ohio Environmental Protection Agency, will make payment for the home sewage treatment systems installation or repair and related work items. Retainage will be maintained by the County for the duration of the project.

Approval of the contractor's invoices will be made by the Columbiana County Health Department or their representative.

Invoices for payment should be submitted to:

Columbiana County Board of Health
7360 State Route 45
P.O. Box 309
Lisbon, Ohio 44432

Section G:

Document Checklist

(Please take note of all paperwork required under each category)

Bid Shall Contain:

- ☐ A signed Proposal Form
- ☐ A Bid Guaranty *(if bid is over $50,000)*
- ☐ Non-Collusion Affidavit
- ☐ Certification Regarding Debarment, Suspension, and Other Responsibility Matters Form
- ☐ Violating Facilities Clause Form
- ☐ Site Visit Affidavit
- ☐ 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.

Contract/Agreement Shall Contain:

- ☐ Contract
- ☐ Performance/Payment Bond *(all Bonds must have attached 1) a Power of Attorney for the Surety Agent, and 2) a certificate from the Ohio Department of Insurance)*
- ☐ Certified Corporate Resolution, or notarized statement of Partnership or as a Sole Owner
- ☐ Current Certificate of Liability Insurance with 30 days cancellation & Columbiana County Board of Health listed as an additional insured
- ☐ Contractor Equal Employment Opportunity Certification Form
- ☐ Current Bureau of Workers' Compensation Certificate of Compliance
- ☐ Affidavit of Personal Property Tax Status
- ☐ OPERS Acknowledgement
- ☐ American Iron and Steel Acknowledgement Form

****Forms for the contract/agreement will be provided with the Notice of Award**

Completion Of Project:

- ☐ Compliance Affidavit – Contractor and subcontractor must submit this form upon completion of project
- ☐ Final invoice

Other items as specified by the CCGHD or specification writer