

LUCAS COUNTY REGIONAL HEALTH DISTRICT
AND
CONTRACTOR'S NAME.

Household Sewage Treatment System (HSTS) Program

THIS AGREEMENT is entered into this _____ day of _____, (Year) by the Lucas County Regional Health District, dba Toledo-Lucas County Health Department (hereinafter referred to as "TLCHD"), and (Contractor's Name) (hereinafter referred to as "CONTRACTOR").

WHEREAS, the TLCHD has been designated by the Ohio Environmental Protection Agency (Ohio EPA) as the headquarter County and Grantee Agency for the Household Sewage Treatment System Program, hereinafter referred to as "HSTS Program"; and,

WHEREAS, the TLCHD, through the Health Commissioner, accepts and implements the HSTS Program Grant from the Ohio EPA (CFDA #66.458); and,

WHEREAS, the TLCHD obtained competitive bids using the procedure required by Ohio Revised Code 307.86 for the installation or alteration of a new, existing or replacement home sewage treatment system(s) or repair for the HSTS Program; and,

WHEREAS, the Contractor submitted a competitive bid on _____, _____, and has trained, professional staff knowledgeable in the installation or alteration of a new, existing or replacement home sewage treatment system(s) as required by OAC 3701-29 and local codes; and,

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties to this Agreement, with intent to be legally bound, agree as follows:

Ohio Environmental Protection Agency Contract Requirements:

1. Contractor shall perform the following services, to-wit: The Contractor shall complete installation or alteration of a new, existing or replacement home sewage treatment system(s) or repair to be in compliance with OAC 3701-29 and local codes at the Sites listed below. Such work shall include all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation services and materials testing, obtain all required permits and perform and complete all work required for the service embraced in the project for Sites: [Insert list with description(s) specific to each site (addresses)]
2. TLCHD shall pay the Contractor shall be reimbursed based upon the above list of projects not to exceed \$_____.
3. Funds Availability. The Contractor understands and agrees that this Contract is contingent upon the availability of lawful appropriations by the Ohio EPA and/or if applicable another Contract Funding Source. If the Ohio EPA or other Contract Funding Source fails at any time to continue funding TLCHD for the Compensation specified in this Contract, this Contract is terminated as of the date funding expires without further obligation of TLCHD, Ohio EPA, or any other Contract Funding Source.

4. All work shall be completed within 120 day from the issuance of the Notice to Proceed and within TLCHD regulations. Final bill and required documentation will be due to TLCHD Project Manager, Jennifer Gottschalk, 635 N. Erie Street, Toledo, Ohio 43604, no later than 10 days following final approval by TLCHD and completion of site work. TLCHD agrees to pay the said assigned funds to Contractor in accordance with the following method:
 - a. The contract has been executed by all parties and a copy submitted to Ohio EPA, and
 - b. The installation of the HSTS has been inspected by TLCHD and a final inspection of certification has been issued, and
 - c. An invoice that documents the costs incurred for the individual HSTS improvements are submitted by the TLCHD to Ohio EPA (the invoice must be accompanied by the TLCHD 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 TLCHD.
5. Contractor shall perform said services in a professional manner to the satisfaction of TLCHD and having passed a final inspection performed by TLCHD. Contractor shall have not lien rights against the property (or the owner of the property or the TLCHD) where the work is performed as listed in paragraph 1.
6. It is further agreed by and between the parties hereto that the Contractor shall indemnify and hold the TLCHD, its officials, employees, and staff harmless from any and all loss, 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 Contractor during the term or arising out of this agreement.
7. Builders Risk: In addition to such fire and other physical damages insurance as the Contractor elects to carry for his own protection, he shall also secure and maintain in the name of the Owner, the TLCHD, 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 builders' risk policy for fire, extended coverage, vandalism and malicious mischief in the amount of one hundred (100) percent of the value of the complete parts of the Project and Materials in storage, except that such coverage shall not be required in connection with sewer, water main construction for purposes of this paragraph.
8. Workers Compensation: The 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 Insurance for employees not so protected and shall require all Subcontractors to provide corresponding insurance.

The Contractor shall indemnify the Owner and TLCHD against any and all liabilities, cost and expenses due do accidents or other occurrences covered by the workers compensation law.

9. Contractor's Motor Vehicle Bodily Injury and Property Damage Liability Insurance: Insurance to cover liability arising from the use and operation of motor vehicles in connection with the performance of the Contract (as customarily defined in liability insurance policies), whether they be owned, hired or non-owned by the Contractor, as follows:
 - a. Bodily Injury Liability: \$500,000 for each person; limit of \$1,000,000 for each

occurrence.

b. Property Damage Liability: \$500,000 for each occurrence.

10. Contractor's Public Liability and Property Damage Liability Insurance: 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. 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 structure during construction and for a period of two (2) years thereafter,

Wherever 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.

11. Contractor's Protective Public Liability and Property Damage Liability Insurance: Contractor's Protective Public Liability and Property Damage Liability Insurance for operations performed by the Contractor or any Sub-contractor providing for coverage and limits corresponding to those described in subparagraph 4.
12. Owner's Protective Public Liability and Property Damage Liability Insurance: Regular Owner's Protective Public Liability Insurance for operations performed by the Contractor or any Sub-contractor providing for coverage and limits corresponding to those described in subparagraph 4.

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

13. Railroad Protective Liability Insurance: In any of the Work under this Contract is on railroad R/W, the Contractor shall at its sole cost and expense, procure and provide, for and 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.
14. Bid Security: Each bid must be accompanied by cash, certified check of the bidder, or a bid bond 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 5% 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.

15. Performance and Payment Bonds: Simultaneously with his/her delivery of the executed contract, the 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 100 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.
16. The 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.
17. The Contractor and his agents or employees shall not be eligible for sick leave, vacation, hospitalization, or fringe benefits extended to regular employees of TLCHD.
18. The Contractor shall be responsible for all workers' compensation and unemployment compensation or its employees or agents. Contractor shall provide, prior to beginning service, a certificate evidencing that workers' compensation and unemployment compensation are in effect. Contractor shall maintain workers' compensation and unemployment compensation during the term of this contract.
19. The Contractor shall provide paid receipts to the Project Manager evidencing that all materials and supplies used in or provided by the Contractor have been paid, and the Contractor shall provide waivers of lien in an appropriate form at the conclusion of each job as requested by the Project Manager. The Project Manager is authorized to withhold from the Contractor any and all funds necessary to satisfy any claims brought against the Project Manager by any materialmen or persons performing services under this contract.
20. The Contractor agrees to comply with all applicable standards, orders, or requirements under Section 106 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, 40CFR Part 32, which prohibits the use under non-exempt Federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities.

This contract may be terminated by the Health Commissioners and Board of Health at their discretion.

This is an agreement for services to be provided by the Contractor. The Board of Health is not concerned with controlling method, manner and/or mode of the duties to be performed by the Contractor, but only the result of the Contractor's work. The parties hereto further agree that this is a Personal Service Contract as set forth under Ohio Revised Code Section 145.03; said 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 Employee's 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. American Iron and Steel Acknowledgement
- e. Contractor must use the attached Change Order to propose any changes to the Work. Said Change Order must be approved and in writing on the prescribed Change Order form and following the instructions as provided in the attached.
- f. Affidavit of Personal Property Tax Status
- g. Payment and Performance Bond
- h. Tax Payer Identification and Certification-Form W-9
- i. Insurance Documentations as required per contract

IN WITNESS WHEREOF, the Parties by signing below indicate their agreement to this Contract.

CONTRACTOR

LUCAS COUNTY REGIONAL
HEALTH DISTRICT

[Signature, Blue Ink Please]

[Signature, Blue Ink Please]

[Print Name & Title]

[Print Name & Title]

Date

Date

Contractor: _____

Address: _____

Contractor Representative: _____

Telephone Number: _____

TIN: _____

Lucas County Regional Health District
635 N. Erie Street
Toledo, Ohio 43604-5317

CHANGE ORDER INSTRUCTIONS:

All Change Orders for this work, regardless of costs and whether Water Pollution Control Loan Fund (WPCLF) funding will be used to finance the changes, 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 is to be submitted to Ohio EPA – DEFA for review and confirmation 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 the Ohio EPA – DEFA within one (1) month of the time at which they are approved by the Owner.

Change Order Approval Process

After the change order is executed, a minimum of three copies are to be sent to Ohio EPA - DEFA for final review. All three copies must have original signatures. Only one copy of the supporting documentation for the change is to be submitted.

After the Change Order is accepted and WPCLF eligible costs determined, Ohio EPA will issue a letter informing the Owner and authorizing OWDA to disburse funds from Project Contingency for the work. Ohio EPA - DEFA will retain one copy of the Change Order plus the supporting documentation and send the remaining two copies to the Ohio Water Development Authority (OWDA) for processing.

OWDA will retain one copy of the Change Order and send the remaining copies, signed by both Ohio EPA - DEFA and OWDA, back to the Owner.

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 such time as the Ohio EPA – DEFA's approval of the change orders has been obtained.

All Change Orders, including Prior Approval requests, should be sent to:

Ohio EPA - Division of Environmental and Financial Assistance

P.O. Box 1049

Columbus, Ohio 43216-1049

(614) 644-2828

State of Ohio
WATER POLLUTION CONTROL LOAN FUND

CONTRACT CHANGE ORDER

RECIPIENT _____	CHANGE ORDER NBR _____
WPCLF/WSRLA LOAN NBR _____	CONTRACT _____
OWDA PROJECT NBR _____	DATE _____

Description of Change: _____

RECOMMENDED BY: _____ DATE: _____
(Engineer)

APPROVED BY: _____ DATE: _____
(Recipient)

ACCEPTED BY: _____ DATE: _____
(Contractor)

(Contractor Company Name)

<div>Original Contract Amt _____</div> <div>Previous Changes (+ / -) _____</div> <div>This Change (+ / -) _____</div> <div>Adjusted Contract Amt _____</div>	<div style="text-align: center;">OWDA APPROVAL</div> <div>The above proposal is hereby accepted and I recommend that it be approved and made a part of the contract covered by OWDA Project Number _____</div> <div style="text-align: center;">_____ Chief Engineer</div> <div style="text-align: center;">_____ Date</div>
<div style="text-align: center;">OHIO EPA ACCEPTANCE</div> <div>Ohio EPA ACCEPTANCE _____</div> <div>DATE _____</div>	<div style="text-align: center;">_____ Executive Director</div> <div style="text-align: center;">_____ Date</div>