

LUCAS COUNTY REGIONAL HEALTH DISTRICT
AND

Model Contract (Add Installation Company Name)

Household Sewage Treatment System (HSTS) Program

THIS AGREEMENT is entered into this _____ day of _____, 2018 by the Lucas County Regional Health District, dba Toledo-Lucas County Health Department (hereinafter referred to as "TLCHD"), and **XXX Contractor Company 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 TLCDH 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 DATE OF BID OPENING** 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:

1. **TYPE IN HOMEOWNER NAME AND ADDRESSES FOR CONTRACT**

2.

3. |

2. TLCHD shall pay the Contractor shall be reimbursed based upon the above list of projects not to exceed **\$CONTRACT AMOUNT**.

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 by **TYPE COMPLETION DATE OF CONTRACT**, after 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. In addition, this is an agreement that is made solely between the TLCHD and the Contractor and the payment or payments due under this agreement will be solely made in accordance with paragraph 2. Contractor shall have no 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. All work performed by the contractor shall be done between the hours of 7am and 5pm. No work shall be done on Saturdays, Sundays, or Holidays except by special permission of the TLCHD.

The Contractor shall properly maintain the entire work sites during construction. This maintenance shall constitute a continuous and effective prosecution of the work on a daily basis with adequate equipment and forces to the end so that the entire sites are kept in a condition satisfactory to the TLCHD at all times. Permission to temporarily halt construction on the project will be given by TLCHD only if the site is in satisfactory condition, particularly as it applies to matters of public safety with are addressed in later sections of these specifications.

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

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

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

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

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

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

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

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

- a. General Liability: 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.
- b. 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.

- c. 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:
 - i. Bodily Injury Liability: \$500,000 for each person; limit of \$1,000,000 for each occurrence.
 - ii. Property Damage Liability: \$500,000 for each occurrence.
- d. 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.

- e. 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.
- f. 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.

- g. 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.
9. 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.
10. 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.
11. Liquidated Damages: The TLCHD 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 the pay the TLCHD 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 Paragraph 4. Such amount may be deducted by the TLCHD from any payment due or to become due to said Contractor. Nothing under this section shall prohibit the TLCHD from recovery of damages for delay under other provisions of the Contract documents.

Punch list items must be completed within 30 days after a substantial completion acceptance, signified by a written inspection report by TLCHD'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 TLCHD would in such event sustain, and said amount is agreed to be the amount of damages which the TLCHD 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 approved by Contract Change Order for the completion of any Work, the new time fixed by such extension shall control.

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

12. 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.
13. 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.
14. 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.
15. 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.
16. Violating Facilities Clause: 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.
17. Water Pollution Control Loan Fund (WPCLF) Assistance Agreement Rights of Access: 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 right pursuant to the WPCLF Assistance Agreement.
18. WPCLF Assistance Agreement and Contract Conflicts: In the event of a conflict between the contract and the WPCLF Assistance Agreement, the provisions of the WPCLF Agreement shall prevail.
19. 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.

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: _____

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

Address: _____

Contractor Representative: _____

Telephone Number: _____

TIN: _____

TIN: _____

Contractor Equal Employment Opportunity Certification

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

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

(Signature)

(Date)

(Name and Title of Signer, Please type)

(Firm Name)

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

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

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal of State antitrust statues or commission if embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification;
- (d) Have not within a three year period preceding this application / proposal had one or more public transactions (Federal, State, or local) terminated for cause or default; and
- (e) Will not utilize a subcontractor or supplier who is unable to certify (a) through (d) above.

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

Type Name & Title of Authorized Representative

Signature of Authorized Representative

Date

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

American Iron and Steel Acknowledgement

The Contractor acknowledges to and for the benefit of

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

Signature

Date

Name and Title of Authorized Signatory, Please Print or Type

Bidder's Firm

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

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

CONTRACT CHANGE ORDER

RECIPIENT _____ CHANGE ORDER NBR _____

LOAN NUMBER _____ CONTRACT _____

OWDA PROJECT No. _____ DATE _____

Description of Change
 (include address):

APPROVED BY: _____ DATE: _____
 (Health 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 month of the time at which they are approved by the Owner. Change Orders for WPCLF projects should be submitted to the Division of Environmental and Financial Assistance (DEFA).

Change Order Approval Process

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

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

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

Payments for Change Order Work

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