WPCLF Household Sewage Treatment Systems
Madison County
2019

An Ohio Environmental Protection Agency Funded Project

Administered by
Madison County Public Health

CONTRACT DOCUMENT

____ 2019 Construction Contract

Contract has the following:

1. ____ Payment Methods, Bid Guarantee, and Performance Bonds Pages 3-7

2. ____ WPCLF Change Order Form and instructions (Copy enclosed in contract) Pages 8-9
   All change orders for the construction project must be executed on the WPCLF change order form
   before changes are made to project.

3. ____ Contractor Equal Employment Opportunity Certification (Fill out and sign) page 10

4. ____ Certification Regarding Debarment, Suspension, and Other Responsibility Matters page 11
   (Fill out and sign)

5. ____ American Iron and Steel Acknowledgement (Fill out and sign) page 13

6. ____ Violating Facilities Clause (Fill out and sign) page 14

7. ____ WPCLF Assistance Agreement Rights of Access (Fill out and sign) page 14

8. ____ WPCLF Assistance Agreement and Contract Conflicts (Fill out and sign) page 14

9. ____ Insurance Provisions – Seven specific categories of insurance pages 15-16
   The Contractor shall furnish three (3) certified copies of the insurance policies themselves and a receipt
   evidencing full payment of premiums with the signed contact.

10. ____ Project Quote Form pages 17-18

11. ____ Notice to Proceed Form page 19
CONSTRUCTION CONTRACT
2019 Madison County WPCLF Household Sewage Treatment Systems Fund

AN OHIO ENVIRONMENTAL PROTECTION AGENCY (Ohio EPA) FUNDED PROJECT

ADMINISTERED BY: Madison County Public Health

With: Contractor Name / Contractor Business Name  Dated: _________________

PROJECT #: ________________________________  (Owner’s Name)
LOCATION(S): __________________________________________  (street address and zip code)

Utilizing funds available from the WATER POLLUTION CONTROL LOAN FUND (WPCLF) HOUSEHOLD SEWAGE TREATMENT SYSTEMS FUND to replace or repairing the Household Sewage Treatment System or connect existing system to ______ (Name) public sewer at the above location(s). (Project Contract will have either household sewage treatment system or be connecting an existing house to local public sewer)

This CONTRACT, made and entered into at London, Ohio, on (Date), by the Madison County Public Health, hereinafter referred to as “MCPH”; and Contractor Name / Contractor Business (hereinafter referred to as “CONTRACTOR”).

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

1. CONTRACT 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.

The CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of race, creed, sex, handicap, or color, including, but not 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. All records, manuals, forms, drawings, schedules, lists, surveys, specifications, designs, and other data pertaining to the work specified in this contract are and shall remain the sole property of the MCPH. The use of any Subcontractor must be reported to the MCPH and they shall be bound by the same requirements as the CONTRACTOR.

All employees of the CONTRACTOR and the Subcontractor who are assigned to work on this project shall be paid the current State Prevailing Wage Rates as issued by the Ohio Department of Labor. Weekly certified payroll shall be submitted to the MCPH according to regulations.

The CONTRACTOR will be registered with the MCPH as a registered installer of household sewage treatment systems and maintain a valid registration during the time work was conducted under this contract.

2. 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 MCPH 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 MCPH, and to the final acceptance of the Project by the MCPH. Improvements performed outside this contract between the CONTRACTOR and MCPH for example other contracts or work orders between the CONTRACTOR and individual homeowners are not eligible for assistance under this program.
Work will consist of only the work listed in the Project description and the CONTRACTOR’S Bid Proposal accepted by MCPH. Estimate costs needs to include all permits, soil borings, materials and labor necessary to install new septic systems/repair existing systems, abandon the existing septic tank as well as grade and reseed all yards to restore to their original condition. If the CONTRACTOR has unexpected changes, repairs or expenses associated with the Project, the CONTRACTOR will need to contact MCPH by phone to discuss the changes and the CONTRACTOR will need to complete and submit the “CONTRACT CHANGE ORDER FORM” to MCPH for approval before the changes and expenses can be made or funded.

All materials and each part or detail of the project shall be subject to inspection by the MCPH or their representatives shall be furnished with such information and assistance by the Contractor as is required. No work shall proceed without the MCPH’s knowledge. The CONTRACTOR is required to notify MCPH at least one business day prior to starting work on the project at the property. No departures from the plans, grades, specifications, or any other directions shall be made without prior permission from the MCPH.

All work performed by the CONTRACTOR shall be done during daylight hours. Final inspections and approval of repairs and installation will be conducted Monday – Friday from 9 am to 4 pm except when the CONTRACTOR has called MCHD’s Environmental Health Division to make special arrangements and received approval for the inspection at least 2 business days prior to starting the work at the property. The CONTRACTOR is responsible to make arrangements with the MCPH 2 business days prior to finishing the work to a scheduled final inspection to be conducted by the MCPH’s sanitarian.

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 MCPH at all times.

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

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

3. TIME OF COMMENCEMENT AND COMPLETION
The CONTRACTOR shall commence work upon notice from the MCPH to proceed.

The CONTRACTOR shall complete the Project work and have MCPH’s final inspection by Date.

4. NEGLECT, DEFAULT, DELAY, ETC.
The MCPH 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 MCPH $100.00 for each and every calendar day of completion the
Project is delayed beyond the date fixed for completion in Section 3 herein.

5. CONTRACT SUM
The MCPH 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 MCPH utilizing Ohio EPA funding and/or homeowner contribution.

6. BID GUARANTEE
The CONTRACTOR shall meet the requirements for a bid guarantee as defined in the Ohio Revised Code 153.54 and the Ohio Revised Code 307.88.

7. PAYMENTS
Based upon applications for Payment submitted to the MCPH by the CONTRACTOR, and approval by the MCPH and the MCPH 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.

8. METHOD OF PAYMENT
The MCPH utilizing WPCLF Household Sewage Treatment Systems Improvement funds of the Ohio EPA, will make payment for the household sewage treatment systems installation or repair and related work items only after approval for the work conducted has been approved by the Ohio EPA. Retainage will be maintained by the MCPH for the duration of the project.

The MCPH has reviewed the CONTRACTOR’s itemized project quote before this contract has been signed and work is approved to start. The MCPH will provide the approval to start after reviewing the project quote, the homeowner’s responsibilities and a household sewage treatment installation/alteration permit has been issued to the homeowner or the contractor. Quotes need to show the total cost minus homeowner’s payment showing the amount proposed for payment from the WPCLF Household Sewage Treatment Systems Improvement funds. Approval will be made in writing and directed to the contractor. Work cannot begin until this contract has been signed, reviewed and approved by the Ohio EPA, a valid permit to install or repair the household sewage treatment system has been obtained from the MCPH and the MCPH has given written notice work is approved to start on the project.

Approval of the CONTRACTOR’s final invoices will be made by the MCPH or their representative upon the completion of the system and final installation inspection prior to being submitted to the MCPH for payment. A line itemized invoice is required for payment.

To minimize uncertainty and arguments that can slow down the progress of construction, it is useful to provide language stating how and when the Contractor will receive payment. There is specific documentation that must be prepared and submitted to Ohio EPA before the Contractor can receive payment. Contractors are informed of this process to minimize the possibility of claims or protests during construction.

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 MCPH and a final inspection certification has been issued, and

3. A payment request that documents costs incurred for the individual HSTS improvements is submitted by the local government agency to Ohio EPA (the request must be accompanied by the local MCPH final inspection certification), and

4. The Ohio EPA reviews and approves the submissions and directs the Ohio Water Development
Authority to disburse approved amounts to the local government agency (MCPH).

(5) MCPH will collect the property owner’s contribution amount prior to the start of the project. This is to assure the contractor a portion of the expense the project that is the property owner’s responsibility is paid to the contractor after a final approval from the MCPH and the Ohio EPA. The owner is responsible to make arrangements with the contractor to pay the half of the expense still owed to the contractor. The amount the home owner is required to pay the contractor is listed on the Notice to Proceed Form of the Project.

(6) The check is issued to the Contractor from the MCPH. The check will be mailed or the contractor will pick it up at the MCPH. Documentation of pickup will be certified mail or contractor’s signature for pickup at time of receiving check.

9. Payment Retention
The requirement for payment retainage is provided in ORC 153.12. Details on how the escrow account that holds the retainage are provided in ORC 153.13. Further details on how and when to pay for materials delivered and installed are provided in ORC 153.14.

Project Quotes and Invoices for payment need to be submitted to:

Madison County Public Health (MCPH)
Attn: Jennifer Michaelson
Madison HSTS 2019-2020 Project
306 Lafayette Street, PO Box 467
London, OH 43140

Quotes and Invoice can also be dropped off at the Health Department
Monday – Friday between 8:30am to 4:30pm

11. PAYMENT AND PERFORMANCE BONDS
The performance bond shall be to the MCPH 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 the said bond form.

10. UNDERGROUND UTILITY FACILITIES
It is the responsibility of the prime contractor to contact the Registered Underground Utility Protection Service at least two (2) working days, excluding Saturdays, Sundays, and legal holidays, prior to commencing any construction operation in the project area which may involve underground utilities, as stated in the Instructions to Bidders in these specifications.

11. FAILURE TO COMPLY
If the CONTRACTOR shall fail to comply with any of the terms, conditions, provisions or stipulations of this Contract, the MCPH 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.

12. 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 MCPH 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 MCPH, by written notice, a request to submit the matter to arbitration, the MCPH 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 MCPH, 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 MCPH and the CONTRACTOR shall each choose an 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 MCPH, the CONTRACTOR and the arbitrators. Payment for the arbitrators shall be shared equally by the MCPH 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 MCPH 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.

13. 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 MCPH.

14. 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:

(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.”

15. 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 MCPH as evidenced by a Notice to Proceed. The MCPH will provide the written Notice to Proceed to the CONTRACTOR.

16. 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 MCPH.
# CONTRACT CHANGE ORDER

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**OWDA PROJECT No.**

**DATE**

**Description of Change**
(include address):

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(Health Department Representative)

**ACCEPTED BY:**

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(Contractor)

(Company)

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**CHANGE ORDER INSTRUCTIONS:**

All Change Orders for this work, regardless of costs, must be submitted to Ohio EPA for review.

*Changes Requiring Prior Approval*

Any change which substantially modifies the Project Facilities as specified in the Ohio EPA approved Facilities Plan and Final Permit to Install or Final Plan Approval (when applicable) or alters the direct or indirect impact of the Project Facilities upon the environment must be incorporated into a Change Order. One copy of the Change Order prior to execution is to be submitted to Ohio EPA for review and prior approval of the acceptability of the change. "Prior to execution" means before the Change Order is signed by the Owner.

Ohio EPA will review the Change Order and inform the Owner of the technical, environmental and operational acceptability of the change, and give the Owner permission to proceed with the proposed work.

*All Other Changes*

Change Orders not requiring prior approval as described above must be submitted to Ohio EPA within one (1) month of the time at which they are approved by the Owner. Change Orders for WPCLF projects should be submitted to the Division of Environmental and Financial Assistance (DEFA).

*Change Order Approval Process*

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

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

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

*Payments for Change Order Work*

The Owner is precluded from submitting to the OWDA payment requests for Eligible Project Costs associated with the Change Orders until the Ohio EPA’s approval of the Change Orders has been obtained.
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 with regard to their race, color, religion or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The undersigned agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this equal opportunity (federally assisted construction) clause.

2. The undersigned will, in all solicitations or advertisements for employees placed by or on behalf of the undersigned, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

3. The undersigned will send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers’ representative of the undersigned’s commitment under this section, and shall post copies of the notices 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 of 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 orders of the Secretary of Labor, or as provided by law.

7. The undersigned will include this Equal Opportunity (federally assisted construction) clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provision will be binding upon each subcontract or vendor. The undersigned will take such action with respect to any subcontract or purchase order as the administering agency may direct as 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 Print)  (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 judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal of State antitrust statues or commission if embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification;

d) Have not within a three year period preceding this application / proposal had one or more public transactions (Federal, State, or local) terminated for cause or default; and

(e) Will not utilize a subcontractor or supplier who is unable to certify (a) through (d) above.

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

_____________________________________________________
Type Name & Title of Authorized Representative

_____________________________________________________
Signature of Authorized Representative

□ I am unable to certify to the above statements. My explanation is attached.
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 there under for $25,000 or more.

Accordingly, each prospective recipient of an EPA grant, loan, or cooperative agreement and any contract or subagreement participant there under must complete the attached certification provide an explanation why they cannot. For further details, see 40 CFR 32.510, Participants’ responsibilities, in the attached regulation.

Go to www.epls.gov to access the Excluded Parties List System (EPLS). The EPLS includes information regarding entities debarred, suspended, proposed for debarment, excluded or disqualified under the nonprocurement common rule, or otherwise declared ineligible from receiving Federal contracts, certain subcontracts, and certain Federal assistance and benefits. This information may include names, addresses, DUNS numbers, Social Security Numbers, Employer Identification Numbers or other Taxpayer Identification Numbers, if available and deemed appropriate and permissible to publish by the agency taking the action.

Where To Submit

The prospective EPA grant, loan, or cooperative agreement recipient must return the signed certification or explanation with its application to the appropriate EPA Headquarters, Regional office, or Ohio EPA, as required in the applications.

A prospective prime contractor must submit a complete certification or explanation to the individual or organization awarding the contract.

Each prospective subcontractor must submit a complete certification or explanation to the prime contractor for the project.

Applicants may reproduce these materials as needed and provide them to their prospective prime contractor, who, in turn, may reproduce and provide them to prospective subcontractors.

Additional copies / assistance may be requested from:

Ohio EPA
Division of Environmental and Financial Assistance
P.O. Box 1049
Columbus, Ohio 43216-1049
(614) 644-2798
www.epa.state.oh.us/defa/EnvironmentalandFinancialAssistance.aspx
American Iron and Steel Acknowledgement
The Contractor acknowledges to and for the benefit of Madison County Public Health (MCPH) ("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

Contractor’s name and business name

Bidder’s Firm

☐ Check here if the WPCLF or WSRLA applicant will be requesting an individual waiver for non-American made iron and steel products. Please note that the waiver box does not need to be marked for nationwide waivers.
**Violating Facilities Clause**
The CONTRACTOR agrees to comply with all applicable standards, orders or requirements under Section 306 of the Clean Air Act, 42 USC 1857 (h), Section 508 of the Clean Water Act, 33 USC 1368, Executive Order 11738, and EPA regulations, 40 CFR Part 32, which prohibits the use under non-exempt Federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities.

_________________________  __________________________
Signature                  Date

_________________________
Print Name

_________________________
Print Name of Firm

**WPCLF Assistance Agreement Rights of Access**
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.”

_________________________  __________________________
Signature                  Date

_________________________
Print Name

_________________________
Print Name of Firm

**WPCLF Assistance Agreement and Contract Conflicts**
Section 3.2 (b) through (d) 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 “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.”

_________________________  __________________________
Signature                  Date

_________________________
Print Name

_________________________
Print Name of Firm
INSURANCE SPECIFICATIONS FOR CONTRACTORS AND SUBCONTRACTORS

The Contractor, all Subcontractors, and all Sub-Subcontractors (all hereinafter called the “CONTRACTOR”) shall, at this his or her 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 or she permit any Sub-contractors to commence Work until the insurance policies specified hereinafter or otherwise required, have been submitted to, and approved by the Madison County Public Health. 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 canceled 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.

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 CONTRACTOR shall furnish three (3) certified copies of the insurance policies themselves and a receipt evidencing full payment of premiums with the signed contact.

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 completion of the Work involved under this Contract or obtain new policies in accordance with the requirements of this section.

1. General Liability:
In addition to such fire and other physical damage insurance as the CONTRACTOR elects to carry for his or her own protection, he or she shall also secure and maintain in the name of the Madison County Public Health and the Ohio EPA sponsoring the Project or any other parties having an interest in the Project, as named insured as their interest may appear; a general liability policy for fire, extended coverage, vandalism and malicious mischief in the amounts of one hundred percent (100%) of the value of the complete parts of the Project and Materials in storage, except that such coverage shall not be required in connection with sewer, water main or paving construction. Pump or lift station construction shall not be considered sewer or water main construction for purposes of this paragraph. (The project does not cover connections to public sewers.)

2. 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 Insurances for employees not so protected and shall require all Subcontractors to provide corresponding insurance.

The CONTRACTOR shall indemnify the Owner and the Consulting Engineer against any and all liabilities, cost and expenses due to accidents or other occurrences covered by the workers compensation law.
3. 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.

4. 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 structures during construction and for a period of two (2) years thereafter. Whenever Work under the Contract is to be done by blasting, coverage under the policy shall also include, to the limits indicated above, all damages of any kind whatsoever caused by blasting.

5. CONTRACTOR’s Protective Public Liability and Property Damage Liability Insurance:
CONTRACTOR’s Protective Public Liability and Property Damage Liability Insurance for operations performed by Subcontractors providing for coverage and limits corresponding to those described in subparagraph 4.

6. Owner’s Protective Public Liability and Property Damage Liability Insurance:
Regular Owner’s Protective Public Liability and Property Damage Liability Insurance for operations performed by the 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.

7. Railroad Protective Liability Insurance:
In any of the Work under this Contract is on railroad R/W, the CONTRACTOR r 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.

*     *     *
Contractors are encouraged to review these Specifications with their Insurance Agent.
Madison County Cost Share/Loan Forgiveness Program 2019-2020 Project Quote Form
Completed by CONTRACTOR as part of Bid

Homeowner Name: ________________________________
Address: ________________________________
Phone: ________________________________

System Description (check all applicable components)

Primary Treatment

New ___ Septic Tank___ (capacity ___gallons)
Existing ___ ___ ATU ___ (Manufacturer & Model _____________________________)

Soil Absorption

Trenches _____ (total lineal feet __450 ft____)
Drip Distribution _____, dimensions ___________ (mound ____, at-grade ____, in ground ____)
Mound ____, dimensions ________________

Other

Perimeter drain _____ NPDES System _____ (Manufacturer & Model ________________)

Material List
Material List must include any and all tanks, pumps, controls, piping, sand, gravel, topsoil, grass seed, and all other components and materials

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Cost</th>
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<tbody>
<tr>
<td>Example Form</td>
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<tr>
<td>Use existing tank – Install D-box</td>
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<tr>
<td>Install 6 lines @ 75 feet of 24&quot; Chambers</td>
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<tr>
<td>Install 2 risers on septic tank</td>
<td>$</td>
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<tr>
<td>Purchase replacement permit from health department</td>
<td>$</td>
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<tr>
<td>Final grading and seeding of leach field installation area only</td>
<td>$</td>
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</tbody>
</table>

The MCPH Threshold for each project is $25,000 in accordance with ORC 307.86.

| Total Cost | $ |

For all employees proposed to work on this project where prevailing wages are required, list their classification, rate.
and number of hours projected to work below:

<table>
<thead>
<tr>
<th>Employee Category</th>
<th>Work Hours</th>
<th>Rate</th>
<th>Amount</th>
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</tbody>
</table>

Total Labor Cost

Homeowner’s contribution to the project: $_______________________

Project Total equals the materials and permit cost plus labor costs minus the homeowner’s contribution.

CONTRACTOR: name and business name typed

CONTRACTOR’s Signature: ________________________________

Date of Project Quote Submitted: __Date____________________

Project to be completed by: _____________________________Date____________________

Note: Project payment will not exceed the submitted project quote or $25,000.00

Madison County Public Health completes information below this line

Project Quote review date: ___________Date____________________

Project Quote reviewed by: Jennifer Michaelson, RS and Landon McKenzie, RS

Project Quote acceptance date: ___________Date____________________

Authorized to begin work by: ________________________________

Amount to be paid to Contractor: ______$__________________________
IN WITNESS WHEREOF, the Health Department and the Contractor affix their signatures:

WITNESS:  
__________________________  
By:__________________________  
Title:__________________________  

Madison County Public Health  
__________________________  
By:__________________________  
Title:__________________________  

CONTRACTOR: ___________________________  
__________________________  
By:__________________________  
Title:__________________________  

CONTRACTOR’s Name, Business Name  
Name of CONTRACTOR (Typed in)  

CONTRACTOR to complete applicable paragraph below:

_______ A Corporation organized under the Laws of Ohio 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: _NA__________________________

Or Joint Venture Participants: ___NA__________________________

__________________________

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

__________________________

APPROVED AS TO FORM AND CONTENT:

__________________________  
Madison County Prosecuting Attorney
Contractor and Contractor Business Name has been granted approval to begin work

at the location(s) listed:

1. Street Address and zip code
2. Street Address and zip code

Authorized to begin work by ____________________________ (Date)

The entire project is to be completed by (Date)

Amount to be paid to CONTRACTOR: $___________

Note: Final Inspections and final approvals on all locations listed in the contract must be completed prior to payment made to the contractor.

______________________________  _____________
Jennifer Michaelson, R.S.       Date
Director of Environmental Health
Madison County Public Health