

Columbus Public Health

2024 WPCLF CONTRACT SERVICE AGREEMENT – SEWAGE TREATMENT SYSTEM REPLACEMENT/REPAIR

THIS AGREEMENT is made and entered into this day _____ of _____, [Year], by and between _____ herein after referred to as the OWNER and _____ herein after referred to as the CONTRACTOR and the City of Columbus, Columbus Public Health, herein after referred to as the DEPARTMENT.

This agreement is not made between the contractor and the homeowner.

Pursuant to the work described herein, the parties agree to the following:

In consideration of their mutual promises contained herein, and for other good and valuable consideration, the parties agree as follows:

1. CONTRACTOR agrees to perform the following services: The CONTRACTOR shall {install/repair/replace} the household sewage treatment system in accordance with the bid documents, plans and specifications attached hereto, which are expressly incorporated herein, and which shall include all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation services, obtaining all required permits and performing and completing all work required for the [name and address of property(s)] (the “Work”). This project shall be called the WPCLF HSTS Agreement # _____.
2. In accordance with the terms of this Agreement and the WPCLF Assistance Agreement [AGREEMENT NAME OR NUMBER] (the “WPCLF Agreement”) between the DEPARTMENT and the Ohio Environmental Protection Agency (Ohio EPA), the DEPARTMENT shall submit a request to Ohio EPA to pay the CONTRACTOR for the total quantities of work performed at the unit prices stipulated in the bid for the respective items of work completed for a sum not to exceed \$XXXX (XXXX dollars and 00). This amount is hereby known as the “Contract Amount”.
3. All Work shall be completed within [XX] consecutive calendar days from the issuance of the ‘Notice to Proceed’ (see Attachment 6) and in compliance with all applicable Columbus Public Health and State of Ohio regulations. Final bill and required documentation will be due to the DEPARTMENT no later than 10 days following final approval by DEPARTMENT and completion of site work. DEPARTMENT agrees to request reimbursement of the actual cost of Work up to the Contract Amount to the CONTRACTOR in accordance with the following method:
 - 3.1. This contract has been executed by all parties and a copy submitted to and approved by Ohio EPA, and
 - 3.2. The installation of the HSTS has been inspected by DEPARTMENT and a final approval has been issued, and
 - 3.3. Invoice(s) that document each of the costs incurred for the Work are submitted by the DEPARTMENT to Ohio EPA (the invoice must be accompanied by the DEPARTMENT’s final approval), and

3.4. The Ohio EPA reviews and approves the submissions and directs the Ohio Water Development Authority to disburse of approved amounts to the CONTRACTOR.

4. CONTRACTOR shall perform the Work in a professional manner to the satisfaction of the DEPARTMENT in accordance with all applicable laws, regulations, rules, and specifications, and the Work must pass a final inspection performed by the DEPARTMENT.

5. It is further agreed by and between the parties hereto that the CONTRACTOR shall indemnify and hold DEPARTMENT and 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.

6. Insurance Provisions

The CONTRACTOR shall, at its expense, furnish and maintain insurance in the form and amounts specified in subparagraphs 6.1 through 6.7 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 it permit any of its subcontractors to commence Work until the insurance policies specified hereinafter, or otherwise required, have been submitted to, and approved by the DEPARTMENT. Such insurance policies shall be kept in force until the CONTRACTOR receives final payment, unless otherwise provided herein.

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

The insurance specified in Subparagraphs 6.1, 6.2, 6.3 and 6.4 shall be written under the comprehensive general form of liability insurance contracts.

The CONTRACTOR shall furnish a certificate or, whenever specifically requested by the DEPARTMENT, a certified copy 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 this agreement.

If the CONTRACTOR is required to repair or perform Work after the completion of the Work involved under this Contract, under the guarantee contained in section 14.4 or otherwise, it shall secure and maintain insurance coverage and provide thereof in accordance with the requirements in this section.

6.1. General Liability: In addition to such fire and other physical damage insurance as the CONTRACTOR elects to carry for his own protection, he shall also secure and maintain insurance coverage of the types and in the amounts required herein, and shall name the DEPARTMENT and the OWNER as additional insureds on all coverage except workers compensation.

6.2. 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 DEPARTMENT against any and all liabilities, cost and expenses due to accidents or other occurrences covered by the workers compensation law.

6.3. 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:

6.3.1. Bodily Injury Liability: \$500,000 for each person; limit of \$1,000,000 for each occurrence.

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

6.4. 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 this agreement 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.

6.5. 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 6.4.

6.6. 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 subcontractor providing for coverage and limits corresponding to those described in subparagraph 6.4.

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

6.7. 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.

7. Bid Guarantee: Each bid must be accompanied by a certified check, cashier's check, letter of credit, 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 10% of the bid. Such 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 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. The requirements for a bid guarantee are covered in Ohio Revised Code 153.54 and Ohio Revised Code 307.88.

8. The CONTRACTOR shall be fully registered as a Sewage Treatment System Contractor with the DEPARTMENT in accordance with Ohio Administrative Code 3701-29. This includes, but is not limited to, proof of surety bond of not less than \$25,000 and submitted to the Ohio Department of Health, proof of testing requirements, proof of no less than \$500,000 general liability insurance coverage, proof of completion of six (6) continuing education hours, and applicable fees.

9. 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 DEPARTMENT.

The bond shall be for 100 percent (100%) of the contract price. If the Contract Amount exceeds the surety bond submitted to the Ohio Department of Health for registration as a Sewage Treatment System Installer in accordance with Ohio Administrative Code 3701-29, an additional bond shall be submitted to the DEPARTMENT to cover the remaining total.

Attorneys-in-fact who sign 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 DEPARTMENT 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.

10. 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.

11. CONTRACTOR and his agents or employees shall not be eligible for sick leave, vacation, hospitalization, or fringe benefits extended to regular employees of Columbus Public Health.

12. CONTRACTOR shall be responsible for all workers' compensation and unemployment compensation for 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.

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

14. 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, 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.

15. The CONTRACTOR shall:

15.1. Furnish all labor, materials, supervision, equipment, services, and supplies necessary to perform the work in the manner specified and in conformity with the requirements set forth In the Bid Forms, Plans, and Specifications hereunto attached and/or made a part hereof by reference.

15.2. Remove all debris, tools, equipment, and miscellaneous items so that the work site is restored to its original conditions and receives final grading, top soil cover, grass seeding and straw. The CONTRACTOR shall at all times organize the work and secure the structures to provide safe working conditions for his operations.

15.3. Comply with the DEPARTMENT Rules and Procedures, Ohio EPA HSTSs General Permit conditions for repair or replacement of the HSTS and the specifications made a part hereof by reference, and with all the regulations of the DEPARTMENT, the Federal Government, and the community within which the Work is performed. The CONTRACTOR is responsible for promptly securing all necessary inspections, licenses, permits, and approvals required thereby and for allowing inspections of all work by authorized inspectors of the DEPARTMENT or appropriate municipalities.

15.4. Turn over all applicable guarantees and warranties to the DEPARTMENT upon completion of the installation, and Guarantee that the work performed conforms to all requirements of this agreement and all incorporated documents for a period of one year from date of final acceptance of work by the DEPARTMENT. Any failure to conform to these requirements or the occurrence of any defects or failures in the Work shall be remedied by the CONTRACTOR promptly and at no cost to the DEPARTMENT or OWNER.

16. The OWNER shall:

16.1. The OWNER agrees that neither he/she, nor the members of his/her family, will hinder the CONTRACTOR in his work.

16.2. Maintain household insurance upon the subject premises in an amount equivalent to the value of the property. After completion of the HSTS installation, the OWNER should notify his Homeowner's Insurance Agent to determine if additional coverage should be secured and added to the home insurance policy to cover the HSTS installation.

16.3. Make the subject premises available for inspection by the DEPARTMENT and/or a representative of the Ohio EPA for a period of One (1) year after the completion of work at the job site.

16.4. Make the subject premises available for HSTS installation from the date of the contract acceptance until the completion thereof.

16.5. Permit the CONTRACTOR to use, at OWNER'S cost, required utilities such as light, power, heat, and water necessary to the carrying and completion of the work.

16.6. Cooperate with the CONTRACTOR to facilitate the performance of the work, including the removal and replacement of any items that could obstruct the completion of the system

16.7. Supply a cashier's check or money order for submission to the DEPARTMENT, the amount of **[\$00.00]** as the OWNER's share of the rehabilitation work. Such sum shall be submitted prior to the issuance of the permit. If such funds are not deposited on time, this Contract is null and void.

16.8. The OWNER and the CONTRACTOR agree not to make any side agreements or to arrange for any work or services not covered by this Contract or subsequent change orders, until all work under this Contract is completed, approved, and paid.

16.9. The OWNER acknowledges and agrees that the DEPARTMENT assumes no responsibility for the Work, the ownership and maintenance of which remain with the responsibility of the OWNER.

16.10. The OWNER and its personal representatives, assigns, heirs, next-of-kin, and successors in interest, agree to release, waive, discharge, indemnify, and hold the DEPARTMENT, the City of Columbus, and its officials, employees, and agents harmless from all liability whatsoever and without limitation for all loss or damage, and from any and every claim or damage arising out of or related to this agreement or the Work performed hereunder.

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

18. This contract may be terminated by the DEPARTMENT at their discretion.

19. The signatories agree to ensure that the Ohio EPA Director or its duly authorized agents shall have the right at all reasonable times to enter upon the Work property, and to examine and inspect the same and to exercise the Director's rights pursuant to the WPCLF Assistance Agreement.

20. This is an agreement for services to be provided by CONTRACTOR, who shall be and shall remain an independent contractor with respect to all services performed hereunder. The DEPARTMENT is not concerned with controlling method, manner and/or mode of the duties to be performed by 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 Employees' Retirement System of the State of Ohio.

21. Compensation and Payment:

21.1. The Contract amount stated in section 2 of this agreement, and including authorized adjustments thereto, is the maximum amount payable by the to the CONTRACTOR for the performance of the work under this agreement.

21.2. The DEPARTMENT hereby assigns to the CONTRACTOR the funds payable to the DEPARTMENT under the terms of the WPCLF Agreement and agrees that payments may be made directly to the CONTRACTOR in accordance with the terms of this agreement and the WPCLF Agreement.

21.3. The assigned funds shall be paid to the CONTRACTOR in accordance with the following method:

21.3.1. Payment in one lump sum after completion and acceptance of all work performed in accordance with subsections 3.1 to 3.4 of this agreement.

21.3.2. Payment may take up to 6-8 weeks from date of DEPARTMENT final approval to receive.

The executed document shall contain:

- a. This Agreement
- b. CONTRACTOR Equal Employment Opportunity Certification (ATTACHMENT 1)
- c. Certification regarding Debarment, Suspension, and Other Responsibility Matters (ATTACHMENT 2)
- d. American Iron and Steel Acknowledgement (ATTACHMENT 3)
- e. Copies of Certificates of Insurance or Insurance Policies for the CONTRACTOR and all Subcontractors.
- f. Any changes from original Agreement to the project must be submitted on the WPCLF Change Order Form (ATTACHMENT 4) and appended to this document.
- g. HSTS Contract Cover Sheet (ATTACHMENT 5)
- h. Notice to Proceed (ATTACHMENT 6)

Columbus Public Health

Health Commissioner Dr. Mysheika W. Roberts, MD

CONTRACTOR NAME
{Company Name}

BY: CONTRACTOR

OWNER NAME

BY: OWNER

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 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 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 or federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rules, regulations, or order of the Secretary of Labor, or as provided by law.
7. The undersigned will include this equal opportunity (federally assisted construction) clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provision will be binding upon each subcontract or vendor. The undersigned will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a 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.

(Contractor's Signature)

(Date)

(Name and Title of Signer, Please Type)

(Firm Name)

DRAFT

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 or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification;
- (d) Have not within a three 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 for Contractor

Signature of Authorized Representative for Contractor

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 Contactor 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.

Contractor’s 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 (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.

HSTS Contract Cover Sheet Part 1 – Project Information

This cover sheet and the documents listed below must be submitted to Ohio EPA – DEFA within one week after bids/proposals are received for the contract, or sooner dependent on your individual project schedule. Each contract must be submitted and reviewed by Ohio EPA prior to the execution of that contract.

Funding Applicant:			
Project Number:			
Contractor Name:		Total Contract Amount:	
Contract Number:		Portion Funded by WPCLF	
Homeowner(s) to benefit from this contract: (list names, physical addresses, and funding tier - 50%,85% or 100%)			

Was this contract competitively bid? Yes No

Attach the following:

1. A tabulation of the bids/proposals received.
 - (a) For all contracts which used competitive bidding, a list of all bidders and their line item amounts in the same format as the proposal.
 - (b) For all contracts for which informal estimates were solicited, a tabulation listing (i) all persons/companies which were contacted for estimates, (ii) the date they were contacted, and (iii) the cost estimate provided.

2. A complete copy of the successful bidder’s proposal(s), including:
 - (a) A signed copy of the Contractor’s EEO Certification form.
 - (b) A signed copy of the Certification Regarding Debarment, Suspension, and Other Responsibility Matters.
 - (c) A signed copy of the American Iron and Steel Acknowledgement.

3. The local government agency’s bid evaluation and recommendation.

4. A resolution from the loan recipient’s governing body tentatively awarding the contract to the successful bidder (can be contingent on receiving WPCLF funding) or a resolution authorizing an individual to enter into contracts on the governing body’s behalf.

HSTS Contract Cover Sheet Part 2 –Eligibility Statement

Signature

Date

Name of Signatory

Title

State of Ohio

County of Franklin

Before me, a notary public, in and for said county and state, personally appeared _____,
a duly authorized representative of Columbus Public Health who acknowledged to me that he did
execute the foregoing instrument on behalf of Columbus Public Health and certifies that Columbus
Public Health determined that the Homeowner(s) listed on the first page of this document meet(s) the
eligibility criteria set forth in [Year] Project Management Plan, including Appendix G, and that all other
information on this form is true and accurate.

IN TESTIMONY WEHREOF, I have subscribed my name and affixed my official seal this _____ day of
_____, 20_____.

Notary Public

NOTICE TO PROCEED

Date

RE: Household Sewage Treatment System installation at

Reference is made to our contract dated _____ for the HSTS installation/repair at _____ . Pursuant to the provisions of contract item #3, you are hereby given "Notice to Proceed" with the work immediately upon notification. This notice establishes that the work be completed by _____. Please acknowledge receipt of this Notice to proceed as provided below and return the original signed copy to the CONTRACTOR for obtaining the Installation permit.

You may keep one copy for your records,

Sincerely,

Homeowner

Homeowner

This acknowledges that the above notice was received, which establishes the completion date as

_____ .

Title

Contractor Signature

EQUAL OPPORTUNITY CLAUSE

(1) The contractor will not discriminate against any employee or applicant 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 termination; rates of pay or other forms of compensation; and selection for training. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices summarizing the provisions of this Equal Opportunity Clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that the contractor is an equal opportunity employer.

(3) It is the policy of the City of Columbus that business concerns owned and operated by minority and female persons shall have the maximum practical opportunity to participate in the performance of contracts awarded by the city.

(4) The contractor shall permit access to any relevant and pertinent reports and documents by the Executive Director for the sole purpose of verifying compliance with this article, and with the regulations of the Equal Business Opportunity Commission Office. All such materials provided to the Executive Director by the contractor shall be considered confidential.

(5) The contractor will not obstruct or hinder the Executive Director or her deputies, staff, and assistants in the fulfillment of their duties and responsibilities imposed by Article I, Title 39.

(6) The contractor and each subcontractor will include a summary of this Equal Opportunity Clause in every subcontract. The contractor will take such action with respect to any subcontract as is necessary as a means of enforcing the provisions of the Equal Opportunity Clause.

(7) The contractor agrees to refrain from subcontracting any part of this contract or contract modification thereto to a contractor not holding a valid contract compliance number as provided for in Article I, Title 39.

(8) Failure or refusal of a contractor or subcontractor to comply with the provisions of Article I, Title 39, may result in the cancellation of this contract.

**ALL CONTRACTORS MUST HOLD A VALID CONTRACT COMPLIANCE
CERTIFICATION NUMBER ISSUED BY THE EBOCO EXECUTIVE DIRECTOR.**

**For information regarding contract compliance, please contact the Equal Business
Opportunity Commission Office at 614.645.4764 or online:**

<http://eboco.ci.columbus.oh.us/>

***Contract Compliance Applications are available online by registering at the City of
Columbus Vendor Services website: <http://vendorservices.columbus.gov/e-proc/>***

City of Columbus Home Page: <http://www.cityofcolumbus.org/>