

---

## WPCLF HOUSEHOLD SEWAGE TREATMENT SYSTEMS PROJECTS

### Regulations and Forms to be included with HSTS Contract Documents entered into pursuant to WPCLF Assistance Agreements

Each Household Sewage Treatment System (HSTS) funding applicant must perform all the HSTS repair and/or replacement actions pursuant to a contract between itself and an installer. The only construction eligible for WPCLF reimbursement under this program is that performed under contracts between the local government agency and its installer(s). Improvements performed under contracts between installers and individual homeowners are not eligible for assistance under this program.

#### **Contract Document Provisions**

The following contract requirements and forms are to be included in the construction contract documents. A standard contract format must be prepared and submitted to Ohio EPA for review and approval prior to award of funding to the local government agency. The approved contract format must be used for all contracts once proposals/bids are solicited after WPCLF funding award.

#### [Equal Employment Opportunity \(EEO\) Requirements](#)

The Contractor's EEO Certification Form must be (1) included in the contract documents and (2) referenced in the Instructions to Bidders, informing bidders that the form must be completed and submitted with their bid.

NOTE: If the loan applicant has its own EEO requirements, local procedures and forms may be substituted for the EPA form.

#### [Debarment](#)

The Certification Regarding Debarment, Suspension, and Other Responsibility Matters must be (1) included in the contract documents and (2) referenced in the Instructions to Bidders, informing bidders that the form must be completed and submitted with their bid.

#### [American Iron and Steel requirements](#)

All treatment works projects funded by a WPCLF assistance agreement are required to comply with American Iron and Steel (AIS) requirements. The acknowledgement form must be included in the contract documents. The acknowledgement form should be signed by the contractor and submitted with the final bid package. It is recommended that the AIS guidance document and questions and answers document be included in the contract documents.

#### [Violating Facilities Clause](#)

Language prohibiting this use of equipment or services from anyone on the EPA List of Violating Facilities must be included in the contract documents.

#### [WPCLF Assistance Agreement Rights of Access](#)

Sections 2.1 through Section 2.2 and Sections 3.1 and 3.2 of the WPCLF Assistance

---

## WPCLF HOUSEHOLD SEWAGE TREATMENT SYSTEMS PROJECTS

### Regulations and Forms To Be Included with HSTS Contract Documents

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.”

#### 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.”

#### Insurance Provisions

Section 3.5 of the WPCLF Loan Agreement contains specific requirements regarding insurance for all contractors and all subcontractors for the life of the contract. These insurance requirements must be reflected in the contract documents. Adjust the language as needed to meet the specifics of the construction project while still meeting the provisions of the Loan Agreement.

#### WPCLF Change Order Form

All change orders for the construction project must be executed on the WPCLF change order form. The form must be (1) included in the contract documents and (2) the instructions referenced in the Contract Documents.

#### **Payment Methods**

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 must be 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 health district 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 health district 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.

The following contract requirements are provided in Ohio Revised Code (ORC). Some loan applicants have local requirements that supersede ORC provisions for competitive bidding, and these local requirements can be applied instead of ORC, except for those requirements specified in the WPCLF loan agreement.

***Bid Guarantee***

The requirements for a bid guarantee (which can be a bond or a certified check, cashier's check, or letter of credit) are covered in ORC 153.54/ORC 307.88.

***Payment and Performance Bonds***

The requirements for a Payment and Performance Bond are covered in ORC 153.54/ORC 307.89 and Section 3.4 of the WPCLF Loan Agreement.

***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.

***Completion Time***

The contract documents must state the length of the contract time per ORC 153.19. The dates for Initiation of Operation and Project Completion are specified in the WPCLF Loan Agreement, and need to coincide with the specified contract time.

**Contract Documents Review**

All of the provisions listed above must be included in the standard contract format submitted prior to funding award. Contracts are required to comply and be consistent with the Loan Agreement terms. The approved contract format must be used for all contracts once proposals/bids are solicited after WPCLF funding award.

A [Contract Documents Review checklist](#) is provided here to help ensure that all WPCLF program requirements are included and to help expedite Ohio EPA's review of your documents.

**Contract Proposals/Bids**

For contracts with an estimated construction cost of less than \$50,000 – the local government agency may choose to competitively bid the contract, but has the option to solicit informal estimates instead. In the cases where solicitation is used rather than competitive bidding, the local government agency must solicit estimates from no fewer than three persons who could perform the contract. Records of such estimates which

Regulations and Forms To Be Included with HSTS Contract Documents

include the name of each person from whom an estimate is solicited and the cost estimate provided (if any) must be submitted to Ohio EPA.

For contracts with an estimated construction cost greater than \$50,000, competitive bidding is required per ORC 307.87.

In any case where local charter/ordinances specify different dollar limits for solicitation versus competitive bidding, Ohio EPA must be informed prior to such solicitation.

**Contract Submittals**

Certain documents must be submitted to Ohio EPA – DEFA within one week after bids are received, or sooner dependent on your individual project schedule. Please [look here for instructions and a cover sheet](#) to use with the required submittals.

**Equal Employment Opportunity (EEO) Requirements**  
(Required Contract Provision)

The Contractor's EEO Certification Form provided on the following page must be:

- (1) included in the contract documents and
- (2) referenced in the Instructions to Bidders to inform bidders that the form must be completed and submitted with their bid.

NOTE: If the loan applicant has its own EEO requirements, local procedures and forms may be substituted for the EPA form.

## 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)

## **Debarment Requirements**

(Required Contract Provision)

The Certification Regarding Debarment, Suspension, and Other Responsibility Matters form included on the following page must be:

- (1) included in the contract documents and
- (2) referenced in the Instructions to Bidder to inform bidders that the form must be completed and submitted with their bid.

## 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 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

---

Signature of Authorized Representative

---

Date

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 thereunder for \$25,000 or more.

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

Go to <https://www.sam.gov/portal/SAM/##11> 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

<http://epa.ohio.gov/defa/EnvironmentalandFinancialAssistance.aspx>

## 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.

**Violating Facilities Clause**  
(Required Contract Provision)

Language prohibiting this use of equipment or services from anyone on the EPA List of Violating Facilities must be included in the contract documents.

**Violating Facilities:**

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.

**NOTE: THE CONTRACT LANGUAGE SAMPLES PROVIDED HEREIN ARE EXAMPLES OF WHAT COULD BE INCLUDED IN ALL CONTRACTS THAT USE WPCLF OR WSRLA FUNDS. OHIO EPA MAKES NO CLAIMS REGARDING THE LEGALITY OF THESE CLAUSES WITH RESPECT TO STATE OR LOCAL LAW. IT IS IMPERATIVE THAT ANY PARTY INSERTING THESE CLAUSES INTO A CONTRACT VERIFY THAT THEY ARE LEGAL AND ENFORCEABLE ACCORDING TO STATE AND LOCAL LAWS, REGULATIONS, AND ORDINANCES.**

**WPCLF Assistance Agreement Rights of Access**  
(Required Contract Provision)

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.”

**WPCLF Assistance Agreement and Contract Conflicts**  
(Required Contract Provision)

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.”

**Insurance Provisions**  
(Required Contract Provision)

Section 3.5 of the WPCLF Assistance Agreement contains specific requirements regarding insurance for all contractors and all subcontractors for the life of the contract. These insurance requirements must be reflected in the contract documents. Adjust the following language as needed to meet the specifics of the construction project and local requirements while still meeting the provisions of the Loan Agreement.

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 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.

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 in this section.

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 in the name of the Owner, 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 general liability 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 or paving construction. Pump or lift station construction shall not be considered sewer or water main construction for purposes of this paragraph.

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.

**NOTE: THE CONTRACT LANGUAGE SAMPLES PROVIDED HEREIN ARE EXAMPLES OF WHAT COULD BE INCLUDED IN ALL CONTRACTS THAT USE WPCLF OR WSRLA FUNDS. OHIO EPA MAKES NO CLAIMS REGARDING THE LEGALITY OF THESE CLAUSES WITH RESPECT TO STATE OR LOCAL LAW. IT IS IMPERATIVE THAT ANY PARTY INSERTING THESE CLAUSES INTO A CONTRACT VERIFY THAT THEY ARE LEGAL AND ENFORCEABLE ACCORDING TO STATE AND LOCAL LAWS, REGULATIONS, AND ORDINANCES.**

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 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.

**NOTE: THE CONTRACT LANGUAGE SAMPLES PROVIDED HEREIN ARE EXAMPLES OF WHAT COULD BE INCLUDED IN ALL CONTRACTS THAT USE WPCLF OR WSRLA FUNDS. OHIO EPA MAKES NO CLAIMS REGARDING THE LEGALITY OF THESE CLAUSES WITH RESPECT TO STATE OR LOCAL LAW. IT IS IMPERATIVE THAT ANY PARTY INSERTING THESE CLAUSES INTO A CONTRACT VERIFY THAT THEY ARE LEGAL AND ENFORCEABLE ACCORDING TO STATE AND LOCAL LAWS, REGULATIONS, AND ORDINANCES.**

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

**CONTRACT CHANGE ORDER**

RECIPIENT \_\_\_\_\_ CHANGE ORDER NBR \_\_\_\_\_

LOAN NUMBER \_\_\_\_\_ CONTRACT \_\_\_\_\_

OWDA PROJECT No. \_\_\_\_\_ DATE \_\_\_\_\_

Description of Change:

RECOMMENDED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
(Engineer)

APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
(Recipient)

ACCEPTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
(Contractor)

\_\_\_\_\_  
 (Company)

**OWDA APPROVAL**

The above proposal is hereby accepted and I recommend that it be approved and made a part of the contract noted above. The approval does not constitute an increase in the total loan amount, but represents approval for the work.

Original Contract Amt	
Previous Changes (+ / --)	
This Change (+ / --)	
Adjusted Contract Amt	

Ohio EPA Acceptance

Chief Engineer

Date

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 WPCLF/WSRLA Change Order forms must have original signatures.

Owners have the option to submit hard copies of the project Change Orders via mail to Ohio EPA or to send PDF Change Order forms and supporting documentation electronically. With either hard copy or electronic submittals, the WPCLF Change Orders should be submitted to DEFA.

The dedicated e-mail address for the electronic submittal of WPCLF Change Orders is:

[EPAWPCLFCO@epa.ohio.gov](mailto:EPAWPCLFCO@epa.ohio.gov).

After the Change Order is accepted and eligible costs determined, Ohio EPA will issue a letter informing the Owner and authorizing OWDA to disburse funds from Project Contingency for the work. The OEPA letter will be sent electronically. OWDA will return a copy of the WPCLF/WSRLA Change Order form which will be signed by all parties including Ohio EPA and OWDA.

Please notify Ohio EPA if the community prefers a hard copy of change order approval documentation and then Ohio EPA and OWDA will send hard copies of approval documentation through the mail.

### *Payments for Change Order Work*

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

**WPCLF Household Sewage Treatment System (HSTS) Contract Documents**

<b>Funding Applicant:</b> _____	<b>Project Number:</b> _____
---------------------------------	------------------------------

Each HSTS funding applicant must perform all the HSTS repair and/or replacement actions that it funds pursuant to a contract between itself and an installer. Only construction performed under contracts between the local government agency and its installer(s) will be eligible for WPCLF reimbursement. Improvements performed under contracts between installers and individual homeowners are not eligible for assistance under this program.

The following requirements must be included in all contracts. Please provide the page number from the contract documents that corresponds with each item below. Any item checked as "No" must be explained on a separate sheet.

**Ohio Revised Code Requirements** – The following may be superseded by local charter requirements

- Yes  No  Bid Guarantee in the form required by ORC Page # \_\_\_\_\_
- Yes  No  Payment and Performance Bonds in the form required by ORC Page # \_\_\_\_\_
- Yes  No  Provisions for payment retention in conformance with ORC Page # \_\_\_\_\_
- Yes  No  A specific time for completion of the work Page # \_\_\_\_\_

**Program Requirements**

- Yes  No  EEO Certification Page # \_\_\_\_\_
- Yes  No  Certification Regarding Debarment & Suspension Page # \_\_\_\_\_
- Yes  No  American Iron and Steel Acknowledgement Page # \_\_\_\_\_
- Yes  No  Violating Facilities Clause Page # \_\_\_\_\_
- Yes  No  WPCLF Rights of Access Language Page # \_\_\_\_\_
- Yes  No  WPCLF Contract Conflicts Language Page # \_\_\_\_\_
- Yes  No  Insurance for both the contractor and all subcontractors: Page # \_\_\_\_\_

- Yes  No  Workers' Compensation
- Yes  No  Public Liability
- Yes  No  Property Damage
- Yes  No  Vehicle Liability
- Yes  No  Flood (if appropriate)
- Yes  No  General Liability (can be held by owner instead)

- Yes  No  WPCLF Change Order Form Page # \_\_\_\_\_
- Yes  No  Instructions for use of Change Order form Page # \_\_\_\_\_
- Yes  No  Payment Methods Page # \_\_\_\_\_

**Other Contract Requirements**

- Yes  No  Text of the bid advertisement Page # \_\_\_\_\_
- Yes  No  Estimate for cost of construction Page # \_\_\_\_\_
- Yes  No  Bid proposal forms Page # \_\_\_\_\_
- Yes  No  Notice to Proceed form Page # \_\_\_\_\_

**Competitive Bidding Requirements**

For contracts with an estimated construction cost greater than \$50,000, competitive bidding is required per ORC 307.87. In any case where local charter/ordinances specify different dollar limits for solicitation versus competitive bidding, Ohio EPA must be informed prior to such solicitation.

- Yes  No  Do you anticipate that the contracts will be competitively bid?  
If no, indicate why informal proposals will instead be solicited:
  - Estimated contract cost less than \$50,000
  - Local charter/ordinance allows informal proposals for contracts up to \$ \_\_\_\_\_

Checklist Prepared by: \_\_\_\_\_  
E-mail: \_\_\_\_\_

Date: \_\_\_\_\_

## Contract Submittals

Each HSTS Funding Applicant must perform all the HSTS repair and/or replacement actions that it funds pursuant to a contract between itself and an installer. Only construction performed under contracts between the local government agency and its installer(s) will be eligible for WPCLF reimbursement. Improvements performed under contracts between installers and individual homeowners are not eligible for assistance under this program.

For contracts with an estimated construction cost of less than \$50,000 – the local government agency may choose to competitively bid the contract but has the option to solicit informal estimates instead. In the cases where solicitation is used rather than competitive bidding, the local government agency must solicit estimates from no fewer than three (3) contractors who could perform the contract. Records of such estimates including the name of each person from whom an estimate is solicited and the cost estimate provided (if any) must be submitted to Ohio EPA.

For contracts with an estimated construction cost greater than \$50,000, competitive bidding is required per ORC 307.87.

In any case where local charter/ordinances specify different dollar limits for solicitation versus competitive bidding, Ohio EPA must be informed prior to such solicitation.

Use the **HSTS Contract Cover Sheet** when submitting information for each contract. Please number the contract(s) as they are submitted for tracking/reference purposes.

**HSTS Contract Cover Sheet**

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.

<b>Funding Applicant:</b>			
<b>Project Number:</b>			
<b>Contractor Name:</b>		<b>Contract Amount:</b>	<b>\$</b>
<b>Homeowner(s) to benefit from this contract:</b> (list names and physical addresses)			

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.
  
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).

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Signatory

\_\_\_\_\_  
Title

State of Ohio)

\_\_\_\_\_  
County of \_\_\_\_\_ )

Before me, a notary public, in and for said county and state, personally appeared \_\_\_\_\_, a duly authorized representative of \_\_\_\_\_ who acknowledged to me that he did execute the foregoing instrument on behalf of \_\_\_\_\_ and certifies that \_\_\_\_\_ determined that the Homeowner meets the eligibility criteria set forth in 2016 Project Management Plan, including Appendix G, and that all other information on this form is true and accurate.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public