SECTION 2
CONTRACT FORMS

NOTICE OF AWARD

«ContractName» «ContractAddr» «ContractCity», «ContractState» «ContractZip»
PROJECT: «TitleCaps»
You are notified that your Bid which was opened on «Bidopening» has been accepted for items in the amount of «ContractDollars» at the unit bid prices as reflected in the bid tabulation contained herein for the (fill in awarded parts, i.e. for Base Bid and Alternate C, or delete).
You are required by the Instructions to Bidders to execute the Agreement and furnish the required Bonds, Certificates of Insurance, and other documents within 10 calendar days from the date of receipt of this Notice.
Failure to comply with these conditions within the time specified will entitle Owner to consider your Bid in default, to annul this Notice and to declare your Bid Security forfeited.
The Owner will return to you one (1) fully signed set of the contract documents.
«OwnerCaps»
«OwnerCEOFirst» «OwnerCEOLast», «OwnerCEOTitle»
Date
ACKNOWLEDGMENT
«ContractCAPName»
DO NOT SIGN THIS PAGE. FOR REFERENCE ONLY. OWNER WILL SEND SIGNED COPY. «ContractFirst» «ContractLast», «ContractTitle»

Date

CONTRACT

FOR «TitleCaps»

	THIS CONTRACT, made and entered into at «OwnerCity», «OwnerState», this or	lay
of	, 20, by and between the «OwnerMuni» ("OWNER"),	
«Own	nerState» and «ContractName» ("CONTRACTOR").	

WITNESSETH: That the said CONTRACTOR has agreed and by this presents does agree with the OWNER for the consideration hereinafter mentioned and contained, and under penalty expressed in a bond given with these presents, and herein contained or hereunto annexed, to furnish at its own cost and expense, all the necessary tools, equipment, materials, labor, and tests in an expeditious, substantial and workmanlike manner, the equipment and appurtenances herein contemplated, commencing work within 20 days from the date of the Notice to Proceed and executing the work within the time and in the manner specified and in conformity with the requirements set forth in this Contract.

The following form essential parts of the Contract (may vary with project).

- 1. Advertisement for Bids/Public Notice to Bidders
- 2. Instruction to Bidders
- 3. Bid Forms and Proposal
- 4. Contract Forms and Exhibits
- 5. Contract Bond ORC 153.571 or ORC 153.57
- 6. Contract Provisions
- 7. General Conditions
- 8. Supplementary Conditions
- 9. Specifications
- 10. Specific Project Requirements
- 11. Prevailing Wage Rate Schedule
- 12. Contract Drawings; if any.

The CONTRACTOR agrees and understands that the work on this contract shall be subject to the acceptance of the OWNER based upon and in accordance with the contract specifications and contract plans and drawings on file in the office of the OWNER.

The CONTRACTOR agrees that each individual employed by the CONTRACTOR or any Subcontractor and engaged in work on the project under this contract shall be paid by prevailing wage established by the Department of Industrial Relations of the State of Ohio or the U.S. Department of Labor (Davis-Bacon Act) as detailed in the section titled "Wage Rates." This shall occur regardless of any contractual relationship which may be said to exist between the Contractor or any Subcontractor and such individual. (*if a School District, delete this paragraph*)

The CONTRACTOR shall proceed with the said work in a prompt and diligent manner and shall do the several parts thereof. Further the CONTRACTOR shall complete the whole of said work in accordance with the specifications and contract drawings to the satisfaction of the OWNER on or before the time stated, and in default of completion within the time as fixed, the CONTRACTOR shall pay to the OWNER as liquidated damages, an amount equal to «Liquidated», for each and every day (Sundays and legal holidays excepted) the completion of the work may be delayed beyond the date fixed in the manner and as stipulated.

It is hereby mutually agreed that the OWNER is to pay and the CONTRACTOR is to receive, as full compensation for furnishing all materials and labor in building, constructing and testing and in all respect completing the herein described work and appurtenances in the manner and under the conditions herein specified, the prices stipulated in the proposal herein contained or hereto annexed and the total contract sum is «ContractDollars».

This Contract shall be in full force and effect from the date of execution by the OWNER and CONTRACTOR.

IN WITNESS WHEREOF: The OWNER and CONTRACTOR hereunto affixed their signature the day and year first mentioned above.

«ContractCAPName»
«ContractFirst» «ContractLast», «ContractTitle»
«OwnerCaps»
«OwnerCEOFirst» «OwnerCEOLast», «OwnerCEOTitle»
I hereby certify that funds in the amount of «ContractAmtwords» Dollars («ContractDollars») necessary for the foregoing Contract have been appropriated and are in the Treasury, or are in the process of collection, or are available through grants and/or loans from other funding sources.
«OwnerFiscalFirst» «OwnerFiscalLast», «OwnerFiscalTitle»
APPROVED AS TO FORM:
«OwnerLegalName», «OwnerLegalTitle»

THE CONTRACTOR SHALL FURNISH THE FOLLOWING ITEMS WITHIN 10 DAYS OF NOTIFICATION OF AWARD:

A)	CERTIFICATE OF INSURANCE FOR	
	CONTRACTOR'S PUBLIC LIABILITY INSURANCE POLICY	
	AND AUTOMOTIVE INSURANCE POLICY	

B) CERTIFICATE OF INSURANCE FOR OWNER'S AND CONTRACTOR'S PROTECTIVE POLICY

Owner Named as Insured

C) CERTIFICATE OF WORKER'S COMPENSATION

D) CONTRACT BOND THAT COMPLIES WITH ORC 153.54 AND 153.57

^{*} D above is not required if a bond complying with ORC 153.54 and 153.571 (rollover bond) was submitted at time of bid.

DELINQUENT PERSONAL PROPERTY STATEMENT

STATE OF)		
)	SS	
COUNTY OF)		
«ContractName», having been a hereby affirms under oath, pursuant to was submitted, my company was / was property taxes on the General Tax List	Ohio Revised Code Sect s not (CIRCLE ONE) cl	narged with delinquent personal	
If such charge for delinquent per Property for «OwnerCounty» County, of including due and unpaid penalties and	Ohio, the amount of such		
A copy of this statement shall be transmitted by the Taxing District's Fiscal Officer to the County Treasurer within thirty days of the date it is submitted. A copy of this statement shall also be incorporated into the Contract made between «OwnerMuni», «OwnerState», and «ContractName», and no payment shall be made with respect to any Contract unless such statement has been so incorporated as a part thereof.			
Delinquent Personal Property Tax	\$		
Penalties	\$		
Interest	\$		
«ContractCAPName»			
«ContractFirst» «ContractLast», «Cont	ractTitle»		
Subscribed and sworn to before me this	day of	, 20	
Notary Public			
My Commission Expires:			

AFFIDAVIT

OF COMPLIANCE WITH OHIO REVISED CODE SECTION 3517.13

STATE OF)F)
) SS
COUNTY OF		OF)
			being duly sworn deposes and states as
follo	ws:		
1.	I am	duly authorized to make the sta	tements contained herein on behalf of ("the Contracting Party").
2.	The C	Contracting Party is a/an (select	one):
			er unincorporated business association (including nal association organized under Ohio Revised Code
		Corporation organized and ex	isting under the laws of the State of
		Labor organization	
3.	I hereby affirm that the Contracting Party and each of the individuals specified in R.C. 3517.13(I) (with respect to non-corporate entities and labor organizations) or R.C. 3517.13(J) (with respect to corporations) are in full compliance with the political contribution limitations set forth in R.C. 3517.13(I) and (J), as applicable.		
4.	I understand that a false representation on this certification will incur penalties pursuant to 3517.992(R).		
Affia	ınt furth	er sayeth naught.	
		Ву:	
		Title:	
SWC	ORN TO	BEFORE ME and subscribed	in my presence this day of
		, 20	
			Notary Public
			My commission expires:

ESCROW AGREEMENT FOR CONTRACTOR'S RETAINAGE

referred to as Escrow Agen	e with a certain Contract between the «OwnerMuni», «OwnerState», (hereinafter "the Owner") and «ContractName», (hereinafter referred to as "the Contractor"), and it is hereby appointed to hold funds arising out of the Owner's agreement to pay an escrow fund, said Agent to be:	
	unds will be placed with the above Escrow Agent from the date your Contract is certified complete pursuant to Sections 153.13, and 153.14 and 153.63 Ohio Revised Code.	
Agent has au judgment of	me the aforementioned retained funds are in the custody of the Escrow Agent, the Escrow thority to invest the escrow funds in the classes of securities listed below which, in the the Escrow Agent, allow for the least risk to capital preservation and provide for a come. The income from investment of the escrowed funds shall be accumulated in the int.	
(a) (b)	Obligation issued or guaranteed as to interest and principal by the government of the United States, or obligations of the State of Ohio or any political subdivision thereof; Obligations including certificates of deposit of any national bank located in this State	
(c)	and/or any bank as defined by Section 1101.01, O.R.C.; Repurchase agreements fully secured by obligations of any kind specified in clauses (a) and (b) above; or	
(d)	Interest in any money market fund or trust, the investments of which are generally restricted to obligations of any of the kind specified in clauses (a) through (c) above.	
Owner, or uncourts, specifibe released.	Agent shall hold the escrowed principal and interest until receipt of notice from the til receipt of an Arbitration Order or an Order of the Court of Claims, or other appropriate lying the amount of the escrowed principal to be released and the person to whom it is to Upon receipt of such a request or order, the Escrow Agent shall, within 30 days, pay such ancipal and interest earned on the retainage to the Contractor less the Escrow Agent's fee.	
	od that the Escrow Agent shall have no duties, obligations, or liabilities hereunder other and invest said funds and to deliver them in accordance with the provisions hereof.	
«ContractCAPName»		
«ContractFirs	st» «ContractLast», «ContractTitle»	
«OwnerCaps	»	

«OwnerFiscalFirst» «OwnerFiscalLast», «OwnerFiscalTitle»

ESCROW WAIVER

In accordance with a certain Contract between the «OwnerMuni», «OwnerState», (hereinafter referred to as "the Owner") and «ContractName», (hereinafter referred to as "the Contractor") it is mutually agreed by and between the parties hereto that because of the short-term duration of the within contract, no escrow account will be established pursuant to Sections 153.13, 153.14 and 153.63 of the Ohio Revised Code nor shall any interest be paid on any retainage.

«ContractCAPName»		
Control First Control Lost Control Title		
«ContractFirst» «ContractLast», «ContractTitle»		
«OwnerCaps»		
«OwnerFiscalFirst» «OwnerFiscalLast», «OwnerFiscalTitle»		

NOTICE TO PROCEED

Project:	«Title»
Owner:	«OwnerMuni» «OwnerAddr» «OwnerCity», «OwnerState» «OwnerZip»
То:	«ContractName» «ContractAddr» «ContractCity», «ContractState» «ContractZip»
Date: _	
	nereby notified to commence work in accordance with the Contract. All work shall be d by «Completion_Date».
«OwnerC	Caps»
«OwnerC	EEOFirst» «OwnerCEOLast», «OwnerCEOTitle»

CERTIFICATE OF COMPLIANCE WITH FEDERAL LABOR STANDARDS PROVISIONS

I, the u	ndersigned,		
(herein Labor	authorized representative of		
1.	The contractor is responsible for employing only eligible subcontractors who have certified eligibility in written contracts containing Federal Labor Standards Provisions.		
2.	The contractor is responsible for the payment of Federal Prevailing Wage rates by its subcontractors while performing work under this contract. If the subcontractor fails to pay the prevailing wages as specified in this contract, the prime contractor may be required to make appropriate restitution to the underpaid workers.		
3.	3. The contractor is responsible for collecting weekly certified payrolls from its subcontractors, reviewing said payrolls for compliance with the Federal Wage Rates, and forwarding same to the local government contract authority.		
4.	. The contractor also understands that only those classifications listed in the original bid documents are applicable to this job, and no special classifications may be incorporated after contract award.		
	me contractor hereby agrees to perform all of its responsibilities in conformance with the Labor Standards Provisions both diligently and affectively.		
BY: _	(Signature) DATE:		
TITLE	(DIEIIIIII)		

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

CONTRACTOR'S CERTIFICATION

CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

TO (Appropriate Recipient)		ite Recipient)	DATE	
~ / ~			PROJECT NUMBER (If any)	
C/O			PROJECT NAME	
			TROJECT WINE	
The undersigned, having executed a contract with			for the	
1.		ruction of the above-identified project, acknow		
	(a)	The Labor Standards Provisions are included	l in the aforesaid contract;	
(b) Correction of any infractions of the aforesaid conditions, including in subcontractors and any lower tier subcontractors is his responsibility:				
2.	He certifies that			
(a) Neither he nor any firm, partnership, or association in which an ineligible contractor by the Comptroller General of the U the Regulations of the Secretary of Labor, Part 5 (29 CFR I Davis-Bacon Act as amended [40 U.S.C. 276a-2(a)].		an ineligible contractor by the Comptroller the Regulations of the Secretary of Labor,	General of the United States pursuant to Section 5.8(b) of Part 5 (29 CFR Part 5) or pursuant to Section 3(a) of the	
	(b)	subcontractor or any firm, corporation, part	been or will be subcontracted to any subcontractor if such nership, or association in which such subcontractor has a ligible contractor pursuant to any of the aforementioned	
3.	any Su	He agrees to obtain and forward to the aforementioned recipient within ten (10) days after the execution of any subcontract, including those executed by his subcontractors any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.		
4.	He certifies that			
	(a) The legal name and the business address of the undersigned is		he undersigned is	
	(b)	The undersigned is		
		(1) A single Propr	ietorship	
		(2) A Corporation	organized in the State of	
	(3) A Partnership			
	(4) Other Organization (Describe)			

CDBG.CF.2

NAME	TITLE	ADDRESS
(1)		
	and addresses of all other persons, both na	
interest in tr	ne undersigned, and the nature of the inter	est: (If none, so state)
NAME	ADDRESS	NATURE OF INTEREST
	addresses, and trade classifications of all ndersigned has a substantial interest are (
which the u	ndersigned has a substantial interest are (If none, so state)
		If none, so state)
which the u	ndersigned has a substantial interest are (
which the u	ndersigned has a substantial interest are (If none, so state)
which the u	ndersigned has a substantial interest are (If none, so state)
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which the u	ndersigned has a substantial interest are (If none, so state)
which the u	ndersigned has a substantial interest are (If none, so state)
which the u	ndersigned has a substantial interest are (If none, so state)
NAME	ADDRESS	If none, so state)
NAME	ndersigned has a substantial interest are (If none, so state)
which the u	ADDRESS	If none, so state)

(c) The names, titles, and addresses of the Owners, Partners, or Officers of the undersigned are

WARNING

U. S. CRIMINAL CODE, Section 1010, Title 15, U.S.C., provides in part: "Whoever . . . makes, presents, utters, or publishes any statement, knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

NAME OF PRIME CONTRACTOR		PROJECT NUMBER (If any)
	INSTRUCTIONS	
This certification is required pursuant to Execute regulations provide that any bidder or prospectan initial part of the bid or negotiations of subcontract subject to the equal opportunity clapplicable instructions.	tive contractor, or any of the contract whether it l	f their proposed subcontractors, shall state as has participated in any previous contract or
Where the certification indicates that the bidde such bidder shall be required to submit a co- contract shall be awarded unless such report is	mpliance report within	
CONTI	RACTOR'S CERTIFICA	TION
Name and address of Bidder (Include ZIP Code)		
Bidder has participated in a previous co	ontract or subcontract sub	oject to the Equal Opportunity Clause.
Yes	No	
2. Compliance reports were required to be	e filed in connection with	such contract or subcontract.
Yes	No	
Bidder has filed all compliance reports	due under applicable ins	truction, including SF-100.
Yes	No	
Have you ever been or are you being camended?	onsidered for sanction du	e to violation of Executive Order 11246, as
Yes	No	
NAME AND TITLE OF SIGNER (Please pri	nt or type)	
SIGNATUDE		DATE

Modeled after form HUD-12

CERTIFICATION OF NONSEGREGATED FACILITIES

and that he does not permit his employ where segregated facilities are maintain provide for his employees any segregate permit his employees to perform their facilities are maintained. The BIDDER at Equal Opportunity clause in any conting certification, the term "segregated facilities provided for employees which the basis or race, color, religion, or national BIDDER agrees that (except where he for specific time periods) he will obtain award of subcontractors exceeding \$100 Opportunity clause, and that he will retain	employees any segregated facilities at any of his establishments, rees to perform their services at any location under his control ed. The BIDDER certifies further that he will not maintain or red facilities at any of his establishments, and that he will not services at any location under his control where segregated agrees that a breach of this certification will be a violation of the ract resulting from acceptance of this bid. As used in this lities" means any waiting rooms, work areas, restrooms and a areas, time clocks, locker rooms and other storage or dressing recreation or entertainment areas, transportation, and housing are segregated by explicit directive or are, in fact, segregated on onal origin, because of habit, local custom, or otherwise. The has obtained identical certification from proposed subcontractors identical certifications from proposed subcontractors prior to the 0,000 which are not exempt from the provisions of the Equal
Date:	
	(Signature of Bidder's Representative)
	(Printed or Typed Name of Representative)
	(Title of Bidder's Representative)

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies to the best of his or her knowledge and belief that

- 1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form LLL "Disclosure Form to Report Lobbying" in accordance with its instruction.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less that \$10,000 and not more than \$100,000 for each such failure.

Name	
Title	
Date	

SUBCONTRACTORS

		Federal ID#
		Amount of Contract
		Amount of Contract
Telephone Number	Fax Number	Email Address
		Federal ID#
		Amount of Contract
Telephone Number	Fax Number	Email Address
		Federal ID #
		Amount of Contract
Telephone Number	Fax Number	Email Address
		Federal ID #
		Amount of Contract
Telephone Number	Fax Number	Email Address
		Federal ID #
		Amount of Contract
Telephone Number	Fax Number	Email Address
		Federal ID #
		Amount of Contract
Telephone Number	Fax Number	Email Address
	Telephone Number Telephone Number Telephone Number	Telephone Number Fax Number Telephone Number Fax Number Telephone Number Fax Number Telephone Number Fax Number

CURRENT TOTAL WORKFORCE BREAKDOWN

COMPANY:	DATE:	
	_	

List Total Workforce (All Employees) for the Company

Job	Total	Female	Caucasian	African	Spanish	American	Asian	Other
Category	Employees			American	American	Indian		
Officers/								
Supervisors								
Professionals								
Technicians								
Housing/Sales/ Rental/Mgmt.								
Office/ Clerical								
Service Workers								
Journeyman								
Helpers								
Apprentices								
Trainees								
Trade:								
Trade:								
Other:								
Other:								
TOTAL:								

*List Construction Trade / Other Job Title

Business Name			Date Completed
			1 1
Project Name			City
EEO Officer	Telephone Number	Fax Number	Email Address

PROPOSED PROJECT WORKFORCE BREAKDOWN

Job Category	Total Employees	Female	Caucasian	African American	Spanish American	American Indian	Asian	Other	# of positions not current occupied	# of positions to be filled with SEC 3 persons
Officers/										
Supervisors										
Professionals										
Technicians										
Housing/Sales/ Rental/Mgmt.										
Office/ Clerical										
Service Workers										
Journeyman										
Helpers										
Apprentices										
Trainees										
Trade:										
Trade:										
Other:										
Other:										
TOTAL:										

List ONLY the Employees that will be Working on the Project

*List Construction Trade / Other Job Title

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

SUBCONTRACTOR'S CERTIFICATION

CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

TO (Ap	propria	te Recipient)	DATE
C/O			PROJECT NUMBER (If any)
C/O			PROJECT NAME
1.	The	undersigned, having executed a contract with	
	for	the following work:	
	in th	ne amount of \$ for the c	onstruction of the above-identified project, certifies that:
	(a)	The Labor Standards provisions of the Contr	act for Construction are included in the aforesaid contract;
	(b)	an ineligible contractor by the Comptroller	ciation in which he has substantial interest is designated as General of the United States pursuant to Section 5.8(b) of Part 5 (29 CFR Part 5) or pursuant to Section 3(a) of the 6a-2(a)].
	(c)	subcontractor or any firm, corporation, parts	been or will be subcontracted to any subcontractor if such nership, or association in which such subcontractor has a igible contractor pursuant to any of the aforementioned
2.	the		r for transmittal to the recipient within ten (10) days after intractor's Certification Concerning Labor Standards and wer tier subcontractors, in duplicate.
	The	workmen will report for duty on or about	(date).
3.	Нес	certifies that	
	(a)	The legal name and the business address of the	he undersigned are
	(b)	The undersigned is	
		(1) A single Proprietorship	
			d in the State of
		(3) A Partnership	
		(4) Other Organization (Des	scribe)

 $(c) \quad \text{The names, titles, and addresses of the Owners, Partners, or Officers of the undersigned are} \\$

NAME	TITLE	ADDRESS
(d) The names and addresses in the undersigned, and the	of all other persons, both natural are nature of the interest (If none,	and corporate, having a substantial interest so state)
NAME	ADDRESS	NATURE OF INTEREST
the undersigned has a sub	stantial interest are (If none, so s	
NAME	ADDRESS	TRADE CLASSIFICATION
	1	
Date (Su	ibcontractor)	
(By	y)	
	WARNING	

U. S. CRIMINAL CODE, Section 1010, Title 15, U.S.C., provides in part: "Whoever . . . makes, presents, utters, or publishes any statement, knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

CERTIFICATION BY PROPOSED SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

NAME OF PRIME CONTRACTOR		PROJECT NUMBER (If any)
	INGERNACTIONS	
This certification is required pursuant to Ex regulations provide that any bidder or prosperinitial part of the bid or negotiations of subcontract subject to the Equal Opportuniunder applicable instructions.	ective contractor or any of thei the contract whether it has	r proposed subcontractors shall state as an participated in any previous contract or
Where the certification indicates that the Sinstructions, such subcontractor shall be resubcontract or permits work to begin under the	quired to submit a compliand	
SUBCO	ONTRACTOR'S CERTIFICA	ΓΙΟΝ
Name and Address of Subcontractor (Include ZII	P Code)	
1. Bidder has participated in a previous	contract or subcontract subject	et to the Equal Opportunity Clause.
Yes	No	
2. Compliance reports were required to	be filed in connection with su	ch contract or subcontract.
Yes	No	
3. Bidder has filed all compliance repor	rts due under applicable instruc	ction, including SF-100.
Yes	No	
4. Have you ever been or are you being amended?	considered for sanction due to	o violation of Executive Order 11246, as
Yes	No	
NAME AND TITLE OF SIGNER (Please	print or type)	
SIGNATURE		DATE

CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS

(Applicable to Federally assisted construction contracts and related subcontracts exceeding \$100,000)

Compliance with Air and Water Acts

During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the Owner, the following:

- 1. A stipulation by the Contractor or subcontractors that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
- 2. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports, and information as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- 3. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
- 4. Agreement by the Contractor that he will include or cause to be included the criteria and requirements in paragraphs 1 through 4 of this Section in every nonexempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

Signature	Date
Title	

THE OWNER OR THEIR AUTHORIZED REPRESENTATIVE SHALL INSERT THE FOLLOWING CONTRACT DOCUMENTATION IN THE EXECUTED CONTRACT:

A) FINDINGS FOR RECOVERY – ORC 9.24

(http://ffr.ohioauditor.gov/)

B1) CHECK FOR DEBARRED CONTRACTORS IN THE STATE OF OHIO (https://www.sos.state.oh.us/records/debarred-contractors/)

B2) CHECK FEDERAL SAM (System for Award Management) for FEDERAL FUNDING (including sub-contractors), (if applicable) (https://www.sam.gov/SAM/)

- C) NOTIFICATION OF SURETY AND AGENT OF CONSTRUCTION CONTRACT AWARD ORC 9.32 (if applicable)
- D) NOTIFICATION TO UTILITY COMPANIES OF COMMENCEMENT OF CONTRACT EXECUTION ORC 153.64 (if applicable)

REV. 01/21