

LEAD SAFE OHIO APPLICATION

INSTRUCTIONS: PLEASE FILL OUT ALL SECTIONS COMPLETELY AND SIGN.

Type of Assistance		Type of Ownership		Housing Type	
Lead Safe Renovation		Owner Occupied		Single	
Lead Abatement		Rental Property		duplex	
Lead Cleaning Only				Childcare Facility	
				Congregate Shelter	

APPLICANT NAME _____ PHONE () _____

WHAT COUNTY DO YOU LIVE IN? _____

WHAT IS YOUR ADDRESS? _____

MARITAL STATUS? _____ Married/Singe/Separated

HAS ANYONE IN THE HOUSEHOLD BEEN TESTED FOR LEAD POISONING? YES NO WHEN? WHO?

IS THERE A LEAD ORDER IN PLACE? IF SO WHO ISSUED AND WHEN?

HAS A LEAD RISK ASSESSMENT BEEN PERFORMED? IF SO ATTACH A COPY

WHAT YEAR WAS HOUSE BUILT IN? _____

ARE THE WINDOWS IN THE HOUSE WOODEN? _____

DOES THE HOUSE HAVE VINYL OR ALUMINUM SIDING? _____

IS THERE PEELING PAINT ON THE EXTERIOR OF THE HOUSE? _____

IF SO DESCRIBE WHERE _____

IS THERE PEELING PAINT ON THE INSIDE OF THE HOUSE? _____

IF SO DESCRIBE WHERE _____

HOUSEHOLD MEMBERS (For all those living in the home.) Note: Must include spouse if married.

Name	Social Security #	Relationship to Applicant	For Reporting purposes only			
			Sex	Race/Ethnic Group		Age
				See * Below	Hispanic?	
		Applicant			Yes / No	
					Yes / No	
					Yes / No	
					Yes / No	
					Yes / No	
					Yes / No	

* (1) White (2) Black African Amer. (3) Am. Ind. Alska Nat. (4) Asian (5) Asian & White (6) Native Hawaiian/Pac. Is. (7) Amer. Ind. Alska Native & White (8) Blk. African Amer. & White (9) Amer. Indian Alska Native & Black Afr. American (10) Other Multi-Racial

INCOME SOURCES FOR ALL PERSONS LIVING IN THE HOUSE WITH INCOME

Proof of income must be provided for each person with income for the present and preceding 2 months: copies of pay stubs, or signed statements from employer.

Househole member:	Employer		
Address:	Phone:		Monthly Gross
Household member:	Employer		
Address:	Phone:		Monthly Gross
Household member	Employer		
Address:	Phone:		Monthly Gross

OTHER INCOME		ASSETS (MUST BE COMPLETED BY EVERYONE)	
SOURCE	amount per month	Checking Account	
ADC		Saving Account	
Unemployment		Certificates of Deposit	
Social Security		Stock/Bonds	
SSI/SSD		401K	
Pension/Retirement/IRA		IRA	
Interest Income		Pension	
Child Support		Real Property other than residence	
Alimony		Collections	
Rental Income		Time Shares	
Other Source		Other	
TOTAL		TOTAL	

Please provide proof of the above household expenses with this application.

I hereby certify that the information provided in this application is true and complete to the best of my knowledge. I give permission to the Federal, State and Local Governments and their agents or contractors to verify any information contained in this application for evaluation only. This information, however, will remain confidential and will not be disclosed to the news media or other third parties. I further understand that my name, address and total amount of assistance will be subject to public disclosure since public funds are being utilized to renovate my property.

PENALTY FOR FALSE OR FRAUDULENT STATEMENT: U.S.C. Title 18, Sec 1001, provides: "Whoever, in any matter within the jurisdiction of any Department or Agency of the United States knowingly and willfully falsifies...or makes any false, fictitious or fraudulent statement or entry, shall be fined not more than \$10,000 or imprisoned not more than five years, or both."



Fair Housing - I have received the HUD published booklet along with other fair housing information included in my application packet.

I understand that the local public agency can reject my application if it is not complete, or I have not provided the necessary documents required.

Applicant

Date

Co-Applicant

Date

Application accepted by:

Date & Time:

CONTRACTOR TERMS & CONDITIONS – LEAD SAFE OHIO PROGRAM

The CONTRACTOR agrees to provide the materials and services in accordance with the Bid Summary, Non-Collusion Affidavit, List of Subcontractors, Work Write-Up, Final Specifications and any alternates or additional work authorized by approved Change Orders and the following provisions.

SCOPE

Scope of work shall include all labor, materials, equipment, permits, drawings, and services necessary for the proper completion of the lead renovation/lead abatement identified in the "Work Write-Up" and all such work called for shall be done in accordance with these General Conditions and Guidelines: General Specifications and Requirements; and all applicable Local and State codes.
38904 State Route 800 Woodsfield OH 43793

OWNER OCCUPANCY

The owner will continue to occupy the premises during renovation work; but will cooperate with the Contractor in a reasonable manner so as not to interfere in his work, including abandonment of limited areas as may be essential to the completion of the Contract. If it becomes necessary that the owner must temporarily vacate the premises, it is the responsibility of ORDC to arrange for temporary accommodations.

DRAWINGS OR FLOOR PLANS

The drawings or floor plans are diagrammatic only to illustrate the general intention. They do not show all the work required, exact dimensions or construction details.

SITE INSPECTION

Each bidder shall visit the house to be renovated/abated and become fully acquainted with existing conditions relating to the proposed work. He shall examine and verify all areas, dimensions and quantities before submitting a bid, and clearly mark any changes in areas, dimensions or quantities in the bid.

Bidders should inform themselves as to the facilities involved and the difficulties and restrictions attending to the performance of the contract. Bidders should thoroughly examine and familiarize themselves with the Drawings, Work Write-Up, and all other Documents. The Bidder, by the execution of the Contract, shall in no way be relieved of any obligations under it due to failure to receive or examine any form of legal instrument or to visit the site and become acquainted with the existing conditions. Any future claim, based on "conditions," latent or otherwise, will be rejected. Ignorance of existing conditions shall not be cause for extra payment. ORDC will consider requests for change orders based upon changes in existing conditions prior to the submission of bids.

The bidder is to arrange a convenient time to arrange a site inspection unless otherwise noted in the bid documents.

OMISSIONS/ALTERNATES

Bidders discovering or suspecting an error or omission in the Work Write-Up or having questions about the content of the work and standards for its performance should promptly contact ORDC. These items will be investigated for possible additions to the required work. If so, an Addendum will be mailed to all Bidders. Unrequested alternates or other changes in the Work Write-Up or Specifications and Drawings (other than quantities or dimensions) must be clearly labeled as such and submitted on a separate page with the bid.

INK OR TYPEWRITTEN

All words and figures are to be in black or blue ink or typewritten. In the case of a discrepancy between the prices in words and those written in figures, the written words will govern. The person formally signing the bid must initial all erasures and other changes in the bid. All words and figures must be legible.

SEALED BIDS

All bids must be submitted on or before the date and hour of bid opening in a sealed envelope addressed to ORDC, bearing on the outside the BIDDER'S NAME, NAME OF OWNER, ADDRESS OF HOUSE TO BE RENOVATED/ABATED, AND DEADLINE DATE FOR SUBMISSION. Only securely sealed bids will be accepted at the place stated in the Invitation to Bid. Bids may be submitted via Email. Each bid package must contain all documents received when picking up the proposal, except for these Instructions. If a bid is forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the Invitation to Bid. No bid may be withdrawn after the bid opening. The Non-Collusion Affidavit must be signed and notarized before bid

submission. Documents required are: (1) Invitation to Bid; (2) Bid Summary; (3) Prime Bidder Non-Collusion Affidavit; (4) List of Subcontractors; and (5) Itemized Work Write-Up.

Bids received prior to the stated deadline date for submission will be securely kept unopened. Bids as received must be for the execution of the entire work called for in the Work Write-Up and the applicable Drawings and Work Specifications. Each bidder is required to include in his Bid all categories or work listed herein. All Bids shall be submitted on the forms attached, except as otherwise provided in the Bid Package.

BID OPENING

Sealed proposals for the house to be renovated/abated will be received, opened, and read aloud by ORDC on the bid opening date and time. Bids will be awarded only after all submissions are thoroughly analyzed and checked for accuracy and compliance with the Instructions to Bidders.

AWARD OF CONTRACT/REJECTION OF BIDS

A. The Contract will be awarded to the lowest and best Bidder complying with all the conditions of the Invitation for Bids.

B. The Owner and ORDC reserve the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in its interest. A Bidder may withdraw his Bid provided the request is conveyed to ORDC prior to the Bid opening. It will then be returned unopened to the Bidder. A Bid will automatically be rejected if it is not itemized, if required documents are not submitted with the bid, if the Non-Collusion Affidavit is not notarized, or if the Bid is not itemized in ink or type. Bids may also be rejected if the Bidder has previously failed to perform properly, or to complete contracts on time, contracts of similar nature; who is not in a position to perform the contract; or who has habitually and without cause neglected the payment of bills or otherwise disregarded his obligations to subcontractors, material suppliers, or employees. In determining the lowest responsible bidder, the following elements, in addition to those mentioned above, will be considered: whether the Bidder involved (1) maintains a permanent place of business; (2) has adequate equipment available to do the renovation work properly and expeditiously; (3) has suitable financial resources to meet the obligations incidental to the renovation/abatement work; and (4) has appropriate technical experience. The Owner and LPA reserves the right to consider as unqualified to perform the work of general construction any bidder who does not habitually perform work with his own forces.

C. Notice is given that the Owner and ORDC are prohibited from making any awards to Contractors or approving as subcontractors any individuals or firms which are on list of Contractor's ineligible to receive awards from the United States as furnished from time to time by the United States Departments of Housing and Urban Development and Labor and by the Office of Housing and Community Partnerships.

D. No contracts shall be entered into if the contract price is in excess of ten percent (10%) above the staff cost estimate without written justification to the file by ORDC.

E. ORDC reserves the right to reject any bid if it determines that the contractor has already entered into several contracts under the program such that completion by the due date appears unlikely due to the other contractual commitments.

ACCEPTANCE OF PROPOSAL

The Owner shall accept the Bid and Proposal within thirty (30) days of the deadline date for the return of the Proposal. The Contractor however, cannot commence work until he has received a written Proceed Order signed by ORDC.

SUBCONTRACTING

The Contractor shall not assign the Contract without prior written approval of the Owner and ORDC. The Contractor agrees that he is fully responsible to the Owner for the acts and omissions of Subcontractors and of persons either directly or indirectly employed by them. Nothing contained in the Contract shall create any contractual relation between any Subcontractor and the Owner. The Contractor shall not subcontract any part of the work under this Contract or permit his subcontractor to be further subcontracted work without prior written approval of ORDC. The Contractor shall submit to ORDC, along with his Bid and Proposal, a complete list of Subcontracts. Any changes must be reported to ORDC and approved in writing.

INSPECTIONS

All renovation/abatement work is subject to periodic inspections. The Contractor and/or Subcontractor must request certain inspections at predetermined stages of renovation.

A final Inspection will be made. The Owner and the Contractor should both be present. This inspection may include, if necessary, making up of a "punch list" of items to be completed before final payment and close of the Contract.

The Ohio Department of Development (ODOD), The work shall be subject to the inspector's approval and acceptance. Also, these representatives shall be permitted to examine and inspect all subcontracts, materials, equipment, payrolls, and conditions of employment pertaining to the work including all relevant data and records.

CONTRACTOR'S QUALIFICATIONS

Each Contractor, prior to submitting a bid, shall complete an application to be added to ORDC's qualified contractor list, which shall contain a statement of qualifications, experience and record in the business, and the organization and equipment available for the work contemplated, and, when specifically requested by ORDC, a detailed financial statement. Each Contractor shall provide copies of Workers Compensation Certificates, RRP Certificates, Lead Abatement Contractor and/or Accessor Licenses, Liability Insurance Certificates and ORDC shall have the right to take such steps as deemed necessary to determine the ability of the Bidder to perform his obligations under the Contract. The Contractor shall also be registered with SAM.GOV and shall provide proof of such registration to ORDC. The Contractor shall furnish ORDC with all such information and data as may be requested.

LABOR AND MATERIALS

The Contractor is to provide all labor, materials, and equipment, as specified, to complete all aspects of the renovation/abatement work in the Contract. The Contract will also incorporate all changes, additions, and deletions as indicated through Change Orders. The materials used and installed must be new and quality specified. All labor shall be accomplished by skilled laborers, qualified and competent to perform the best grade of workmanship. The workmanship shall be of the highest quality in every respect as usually recognized in the building industry. All surfaces, members, frames and units shall be true and even in alignment. Connections shall be true, tight and neat. ORDC reserves the right to have personnel removed from the job that are not performing their services in a skilled and workmanlike manner.

Specifications permit the use of products equal to or better than those specified in the Contract. Trade names used are designed to establish quality desired. In some instances cost allowances are provided. Substitutions must have been approved by ORDC at the time of bid submission.

Each Contractor shall keep the premises clean and orderly during the course of the work. Immediately at the end of the work each day, the Contractor shall remove all rubbish, refuse and unused materials from the premises and street. All materials removed from the home are considered the property of the contractor.

The Contractor shall furnish ORDC and the Owner with the name and telephone number of one person who will represent and be responsible for the prime Contractor and his Subcontractors in the execution and conduct of their work.

ONE-YEAR WARRANTY

The Contractor warrants that all materials, fixtures, and equipment furnished by the Contractor and its subcontractors shall be new, of good quality and of good title and that the work will be done in a neat and workmanlike manner. Neither the final payment nor any provision in the Contract nor partial or entire use of occupancy of the premises by the Owner shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibilities for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting there from which may appear within a period of ONE YEAR from the date of final acceptance of work unless a longer period is specified. The Owner shall give notice of observed defects with reasonable promptness.

This ONE-YEAR warranty by the Contractor for labor and materials is in addition to any manufacturer's warranties given to the Owner, which may have a longer warranty period.

PROCEED ORDER

A pre-construction conference will be held with the apparent successful bidder within 7 days after the opening of bids. The Contractor, Owner and ORDC representative must attend this conference. After acceptance of the bid and execution of a Contract, a written Proceed Order shall be issued by ORDC, and signed by the Owner, within 30 days of the date of acceptance of the Contractor's Bid and Proposal. If the Proceed Order is not issued within this period, the Contractor has the option of withdrawing his Bid and Proposal.

TIME FOR PERFORMANCE AND COMPLETION DATE

The Contractor shall, coordinate with the Owner and ORDC when it will begin the actual renovation/abatement work. The Contractor shall have 365 calendar days from the date set forth in the Proceed Order to complete the renovation/abatement work. The completion date may be extended if during the progress of the work, delay is authorized by ORDC, delay is caused by any act or neglect of the Owner or ORDC or any employee of either, or by a separate Contractor employed by the Owner, or by authorized changes in the work, or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties, or any causes completely beyond the Contractor's control, and the time of completion shall be extended for such reasonable time as ORDC may decide. ORDC will make final decisions, on the justifiability of causes offered as a basis for extension of time for the completion of the renovation/abatement work. It shall be the responsibility of the Contractor to request an extension of the completion date in writing prior to its expiration. No time extension shall be effective unless it is in writing and signed by the Contractor, the Owner and ORDC.

LIQUIDATED DAMAGES

The Contractor shall be liable for and shall pay to the LPA liquidated damages in the sum of **\$150.00** per day for each calendar day beyond the completion date that the work is not completed.

INSTALLATION

All materials and equipment shall be installed in accordance with the applicable manufacturer's latest instructions and specifications. These materials, items and equipment shall comply with the requirements of all applicable national, state and local laws, codes, regulations and ordinances. The Contractor shall be responsible for the proper fitting of all work and for the coordination for the operations of all trades, subcontractors or material men engaged in this Contract. He shall provide to each of his subcontractors the locations and measurements that they may require for the fitting of their work to all surrounding work.

PATENT RIGHTS

The Contractor shall defend all suits or claims for infringement of any patent rights and shall hold the Owner and ORDC harmless from loss resulting from such suit or claim.

WORKMANSHIP

The renovation/abatement work accomplished by the Contractor shall be executed and directed by the Work Write-Up in the most sound, workmanlike manner, as shall be determined by ORDC. All work shall be performed in accordance with Lead Safe guidelines. The Contractor shall keep the premises clean and orderly during the course of the work and upon completion of the work shall remove all debris caused by his operations under the Contract. **Materials and equipment that have been removed and replaced as part of the work shall belong to the Contractor, unless otherwise stated in the Work Write-Up.**

REVISIONS AND CHANGE ORDERS

The Contractor is prohibited from making any side agreements with Owners and/or Owner's agents for additional work or materials over and above the original Contract until such Contract is completed. The prime Contractor's and Subcontractor's will refrain from offering suggestions to Owner regarding changes in the Drawings, Plans, or Work Write-Up and Specifications. Such suggestions should be offered directly to ORDC. ORDC and Owner must approve any required work or material not covered in the Work Write-Up Specifications in writing before the Contractor proceeds.

Except for the purpose of affording protection against any emergency endangering life or property, the Contractor shall make no change in the work or supply additional labor, services or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from ORDC authorizing the change. No claim for an adjustment of the Contract will be valid unless so ordered. Change orders will not be approved for incorrect measurements during bidding.

Each change order shall include in its final form a detailed description of the change in the work, the Contractor's definite statement as to the resulting change in the contract price and/or time and the statement that all work involved in the change shall be performed in accordance with Contract requirements except as modified by the change order.

Any request for a change order, either by the Owner or Contractor, regardless of whether it involved an increase or decrease in work to be done, cost and/or time must be approved in writing by ORDC before the change is initiated.

WORKING CONDITIONS

Where houses to be renovated/abated are furnished and occupied by owners or their tenants, Contractors and Subcontractors shall make allowances in their Bids for whatever inconvenience is incurred (i.e., working around furniture, adjusting working hours to accommodate owner's or tenant's daily routines, etc.). The Contractor shall cover all carpets and furniture in the work area with drop cloths. The Contractor shall be liable for damage to carpets and furniture in the work area. Passageways and hallways shall be kept clear of debris, lumber or equipment related to the work. Bulk materials may not be stored inside the building. The owner shall make a reasonable effort to move furniture, rugs, and other obstructions to create working space for the Contractor. All work shall be performed in accordance with lead safe practices approved by ORDC.

UTILITIES

The Owner shall permit the Contractor to use, at not cost, existing utilities such as light, water, heat, power, and local telephone service necessary to carry out and complete the renovation work. During the cold weather season, the Owner shall provide and maintain adequate heating in work areas. Activating the above services in unoccupied building, unless otherwise specified, shall become the direct responsibility of the Owner during the course of the Contract. All incidental costs shall be borne by the Owner. Basic utilities such as water, electricity, and heat, shall be disconnected only when absolutely necessary. If utilities are to be left off overnight, approval of ORDC and Owner must first be obtained.

PERMITS, LICENSES, AND CODES

All permits and licenses necessary for the completion and execution of the renovation work contained in the Contract shall be secured and paid for by the Contractor prior to proceeding with any work unless agreed. The Contractor shall give all notices required by and comply with all applicable laws, ordinances and codes. The Contractor shall not be held responsible for pre-existing violations of any law including but not restricted to zoning and building codes or regulations except compliance for any new or replaced work included in this Contract. If the Contractor observes the Drawings, Plans, Work Writ-Ups and/or Specifications are at variance with applicable laws, rules, ordinances, and/or regulations bearing on the conduct of work, he shall promptly notify ORDC. Any necessary changes shall be made as provided for in this Contract. If the Contractor knowingly performs work contrary to such laws or ordinances, and without notice to ORDC, he shall bear all cost arising from such violations. All work shall be performed in conformance with Lead Safe Practices.

EEO REQUIREMENTS - During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by ORDC contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however*, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

TERMINATION FOR CAUSE

Any breach of any provision of this Contract is material and goes to the essence of the Contract. If the Contractor fails to furnish materials or execute work in accordance with the provisions of this Contract, or fails to proceed with or complete the work within the time limit specified in this Contract; or if the provisions of the Contract are otherwise violated by the Contractor, then in any case upon ten (10) days written notice to the Contractor, the Owner and ORDC shall have the right to declare the Contractor at default in performance of his obligations under the contract. Said notice shall contain the reasons for the Owner's intent to declare the Contractor at default, and unless within ten (10) days after service of said notice the violations shall cease or satisfactory arrangements shall be made for this correction, the Contractor, by written notice, may be declared in default and his right to proceed under the Contract terminated. In the event the Contractor is declared to be in default, the Owner, assisted by ORDC, will proceed to have the work completed and shall apply to the cost of having the work completed any money due the Contractor under the Contract, and the Contractor shall be responsible for damages resulting to the Owner by reason of said default. In the case of default by the Contractor, the Owner with the approval of ORDC, may procure the articles or services provided in the Contract from other sources and hold the Contractor responsible for any excess cost incurred.

INTEREST OF CERTAIN FEDERAL AND OTHER OFFICIALS

No member of the Congress of the United States and no Resident Elected Official shall be admitted to any share of this Contract or to any benefit to arise from the same.

Also, no member of the governing body of the ORDC office and staff who exercises any functions or responsibilities in connection with the administration of the Program shall have any interest, direct or indirect, in this Contract.

COPELAND ANTI-KICKBACK ACT

Salaries of architects, draftsmen, engineers, and technicians performing work under this Contract shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as mandatory be Law or permitted by the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62Stat.74; 63 Stat. 108; Title 18 U.S. C., Section 874; and title 40 U.S.C. Section 276c). The Contractor shall comply with all applicable "Anti-Kickback Act" regulations and shall insert appropriate provisions in all subcontracts covering work under this Contract to insure compliance by subcontractors there under except as the Secretary of Labor may specifically provide for variations of, or exemptions from, the requirements thereof.

INSURANCE

The Contractor shall maintain such insurance as will protect him from claims under Workman's Compensation Acts and other Employee Benefits Accounts from claims for damages to property which may arise both out of and during operations under this Contract, whether such operations were by himself or by any subcontractors or anyone directly or indirectly employed by either of them. Public liability insurance protecting the Owner and LPA shall be written for not less than \$500,000 for each occurrence for injury to persons and not less than \$150,000 for damage to property. Proof of such insurance shall be provided to ORDC prior to or at the time the Bid and Proposal are submitted. The Contractor shall defend, indemnify and hold harmless the Owner and ORDC, its officers and employees, for liability and claim for damages because of bodily injury, death, property damages, sickness, disease, or loss and expense arising from the Contractor's operations under this Contract.

PAYMENTS

Schedule A: When all of the work is satisfactorily completed and inspected by ORDC, ORDC shall submit a draw request for Payment in full. The Contractor acknowledges that although ORDC will do everything in its power to provide payment as soon as possible, it may take up to 30 days after submittal of the draw request until the contractor is paid.

Schedule B: Progress Payments to the Contractors will be progressive in the following manner:

1. When at least Fifty percent (50%) of work is satisfactorily completed and inspected by ORDC, ORDC shall submit a draw request for Forty percent (40%) of total compensation. Contractor acknowledges that although ORDC will do everything in its power to provide payment as soon as possible, however it may take up to 30 days after submittal of the draw request.
2. ORDC may in its discretion allow for additional partial draws after the initial Forty percent (40%) draw in its sole discretion.
3. When the remainder of all the work is satisfactorily completed, and inspected by ORDC, and all manufacturer and supplier written warranties, guarantees, release of liens and claims of liens from subcontractors and suppliers have been delivered to ORDC, ORDC shall submit a draw request for the remaining amount due. Contractor acknowledges that although ORDC will do everything in its power to provide payment as soon as possible, however it may take up to 30 days after submittal of the draw request until the contractor is paid. **If Lead Clearance has not been received by the final payment request date, 25% of the total contract price shall be withheld until clearance is received.**
4. No payment made under the Contract shall act as a waiver of the right of the Owner of Agency to require the fulfillment of all terms of the Contract.

Before or at the time a Contractor requests final payment, he shall furnish good and sufficient evidence (Waiver of Liens) that the premises are free from all liens, damages or claims against the Contractor and/or Subcontractors. The Owner and ORDC shall reserve the right to retain out of this payment, if necessary, an amount sufficient to indemnify the Owner and LPA against all such liens, damages or claims until the same shall be effectually satisfied, discharged or cancelled. Payments due to the Contractor will be paid within 30 days after the receipt of the Contractor's invoice and satisfactory release of liens and/or claims for liens from all Subcontractor's Laborers and Material Suppliers for completed work or installed materials on said project.

Prior to final payment and as a condition thereto, to Contractor shall execute a Certificate and Release of Liens. It will set forth the undisputed balance due to the Contractor under the Contract and duly approved Change Orders; a listing of additional amounts due and owing to the Contractor; a certification that the work under the Contract and Change Orders has been preformed in accordance with the terms thereof and that there are no unpaid claims for materials, supplies, or equipment and no claims of laborers or mechanics for unpaid wages arising out to the performance of the Contract; a statement that except for the amount enumerated, the Contractor has received from ORDC and Owner all sums of money payable to him under or pursuant to the Contract or any changes thereto; and a statement that in consideration of the payment of the undisputed balance, the Contractor releases and indemnifies ORDC and Owner from any and all claims arising under or by virtue of the Contract except for the additional amount of outstanding unsettled items which are listed and claims are just and due.

DISPUTE RESOLUTION / ARBITRATION / CIVIL LITIGATION

Any disputes that arise between the Owner and Contractor as to workmanship or otherwise, shall be submitted to ORDC which shall attempt to arrive at a resolution agreeable to all parties. If such a resolution cannot be achieved, ORDC will advise the parties in writing that a resolution could not be achieved. At that time all work shall cease, and the parties shall submit the dispute to binding arbitration within 60 days. Failure to submit the matter to binding arbitration shall be deemed a waiver of that parties right to pursue arbitration. The parties shall then have the right to pursue all legal remedies including but not limited to civil litigation. The Parties understand that each party shall bear its own costs in pursuing arbitration and/or civil litigation including attorney fees.

RECORDS AND AUDITS

The Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the grantee to assure proper accounting for all project funds. These records will be made available for audit purposes to the grantee or any authorized representative, and will be retained for three years after the expiration of this contract unless permission to destroy them is given by the grantee.

INSPECTION OF WORK AND RECORDS

The State of Ohio Department of Development and ORDC shall have the right to examine and inspect the work included in the formal contract. These entities shall also be permitted to examine and inspect all subcontracts, materials, equipment, payrolls, and conditions of employment pertaining to the work including all relevant data and records.

THE CONTRACTOR ALSO AGREES TO COMPLY WITH ALL OTHER FEDERAL, STATE, AND OTHER LOCAL LAWS AND REGULATIONS AS MAY BE APPLICABLE TO ANY RENOVATION CONTRACT BEING ASSISTED WITH PROGRAM FUNDS.

Signatures

Homeowner Date

Contractor Date

ORDC Representative Date

Terms and Conditions for Owners Accepting Lead Safe Ohio Assistance

These are the terms and conditions which, Owner(s) must agree to in order to receive Lead Safe Ohio Assistance. These terms and conditions will become a part of your Agreement for a Grant, which finances the lead renovations or lead abatement work to your house.

As Applicant, I (we) agree to:

1. **Inspection.** I will allow inspection of the property by ORDC staff, public building, electrical, plumbing and health department officials and inspectors, and contractors who are bidding on the proposed renovation work. Inspections will be made before, during and after completion of the lead renovation or lead abatement work. All inspections will be made as deemed necessary by the inspector.
2. **Competitive Bidding.** I will permit ORDC to seek competitive bids from qualified contractors for all the renovation or lead abatement work. I will be shown the qualified contractor list and will have the opportunity to decide which contractors will be invited to submit Bids. Bids will be requested according to procedures established by ORDC and in accordance with applicable federal, state, and local laws.
3. **Selection of Contractor.** I agree to enter into a Contract with the contractor submitting the lowest and best bid. I understand that I may reject, in writing, the low bidder in favor of the next highest bidder if in my opinion the low bidder does not possess the experience, skill or resources to satisfactorily complete the job, or the ability to proceed in a timely manner. I also understand that should I reject the lowest bidder I will be responsible for paying the difference between the lowest bid and the bid I accept and that I will have to submit said funds to ORDC at the time of contract signing.
4. **No Side Agreements with Contractor.** I will not make any side agreements with the contractor for work not included in the Work Specifications, or not included in any written Change Orders approved by ORDC until all work under the Contract is satisfactorily completed. ORDC assumes no responsibility for the cost or quality of work not covered by the Agreement or approved Change Orders.
5. **Conflict of Interest.** I will not pay any bonus, commission or fee to anyone for the purpose of obtaining approval of any application for assistance. I will not allow any member of the United States Congress or State government, elected official of the Grantee or LPA employee who exercises any functions or responsibilities in connection with the administration of this Housing Renovation Program to have any interest in or benefit from a renovation or abatement financed under my Agreement.
6. **Non-Discrimination.** I will not discriminate in the sale, lease, rental use or occupancy of my property, as required by Title VI of the Civil Rights Act of 1964.
7. **Maintenance of the Property.** I will make every reasonable effort to keep my property in safe, sound and habitable condition following completion of the lead renovation/lead abatement work.
8. **Making worksite available.** I will make sure that the worksite is available and accessible by the contractor from 8:00 a.m. to 5:00 p.m., Monday thru Friday. Failure to do so will be grounds for the Contractor or ORDC to terminate the contract.
9. **Keeping out of work area.** I understand that the construction area is a dangerous area where the chances of injury are highly increased. I will do my best to stay out of and to keep others out of the construction area, especially children, to help prevent injuries or damages. I understand that as the homeowner I have the superior ability and greater responsibility to keep people including children from entering into the work area.

10. **Right to Financial Privacy.** The Federal Financial Privacy Act of 1978 guarantees financial confidentiality to persons requesting assistance directly or indirectly from the federal government. To comply with this law, the Grantee must inform the renovation client that no financial information will be disclosed or released to another government agency (except the Ohio Department of Development (ODOD), and Law Enforcement Agencies which may review the file) without the prior written consent of the client. Financial records involving my transaction will be available to ODOD without further notice or authorization but will not be disclosed or released to another government agency or department without my consent except as required or permitted by law. Also, verification forms sent to other agencies for the purpose of determining my eligibility for the renovation program must contain a signed Authorization to Release Information.

11. **Falsification.** If at any time, the homeowner falsifies any information given to ORDC or Contractor, the contract will immediately be terminated, and necessary action will take place to Prosecute.

PENALTY FOR FALSE OR FRAUDULENT STATEMENT: U.S.C Title 18, Sec1001, provides: "Whoever, in any matter within the jurisdiction of any department or Agency of the United States knowingly and willfully falsifies...or makes any false, fictitious or fraudulent statement or entry, shall be fined not more than \$10,000 or imprisoned not more than five years, or both"

Applicant Date

Co-Applicant Date

ORDC Representative Date