

CONTRACT

This contract entered into this ___ day of _____, 20___, by and between the Board of Lucas County Commissioners, Lucas County Ohio, Party of the First Part, hereinafter called COUNTY, and _____ Party of the Second Part, hereinafter called CONTRACTOR.

WITNESSETH: That the COUNTY and the CONTRACTOR for the consideration hereinafter named agree as follows:

ARTICLE I - SCOPE OF WORK

The CONTRACTOR hereby agrees to furnish all labor in compliance with Section 4115.03 through Section 4115.14 of the Revised Code of Ohio, and all materials and all of the equipment necessary, and to perform all of the work shown on the drawings and described in the specifications for the improvement and entitled _____ in accordance with the requirements and provisions of the following Documents which are hereby made a part of this contract.

- 1) Notice to Contractors
- 2) The Proposal
- 3) Contract Attachment (A) Re: Non-discrimination
- 4) Contract Attachment (B) Re: Delinquent Personal Property Tax
- 5) State of Ohio, Department of Transportation Construction and Material Specifications.
- 6) The Plans and other Requirements

ARTICLE II - INTEGRATION AND MODIFICATION

This instrument embodies the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either written or oral, between the parties to this Agreement. Also, this Agreement shall not be modified in any manner except by instrument, in writing, executed by the parties to this Agreement.

ARTICLE III - SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent be held invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

ARTICLE IV - COMPLIANCE

The "CONTRACTOR" agrees to comply with all applicable federal, state and local laws in the conduct of work hereunder. The "CONTRACTOR" accepts full responsibility for payment of all unemployment compensation premiums, worker's compensation premiums, all income tax deductions, pension deductions, and any and all other taxes or payroll deductions required for the "CONTRACTOR" and all employees engaged by the "CONTRACTOR" for the performance of work authorized by this Agreement.

ARTICLE V - INDEMNIFICATION

The "CONTRACTOR" agrees to protect, defend, indemnify and hold the "COUNTY", its officers, employees and agents, free and harmless from and against any and all losses, penalties, damages, settlements, costs or liabilities of every kind and character arising out

of or in connection with any acts or omission of the "CONTRACTOR", negligent or otherwise, and its employees, officers agents or independent contractors. The "CONTRACTOR" agrees to pay all damages, costs and expenses of the "COUNTY" in defending any action arising out of the aforementioned acts or omissions.

ARTICLE VI - RELATIONSHIP

Nothing in this Contract is intended to, or shall be deemed to, constitute a partnership, association, or joint venture with the "CONTRACTOR" in the conduct of the provisions of this Agreement. The "CONTRACTOR" shall at all times have the status of an independent contractor without right or authority to impose tort, contractual or any other liability on the "COUNTY".

ARTICLE VII - TIME OF COMPLETION

The work to be completed under this Contract shall be completed by _____.

ARTICLE VIII - THE CONTRACT SUM

The COUNTY agrees to pay the CONTRACTOR a sum not to exceed the amount of \$ _____ (\$ _____). Subject to the foregoing, the actual sum to be paid however, will be the aggregate total determined by the work actually performed according to the plans and specifications by the CONTRACTOR, calculated upon the unit prices set out in the "CONTRACTOR'S" bid proposal hereto attached and made a part hereof.

IN WITNESS WHEREOF, the COUNTY has hereunto subscribed by the Board of County Commissioners, Lucas County, Ohio, and the CONTRACTOR has affixed _____ name.

During the performance of this contract, the LPA, for itself, its assignees and successors in interest agrees as follows:

- (1) **Compliance with Regulations:** The LPA will comply with the regulations relative to nondiscrimination in Federally-assisted programs of the United States Department of Transportation (hereinafter "U.S. DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract. In addition, the LPA will comply with the provisions of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FHWA Guidance, and any other Federal, State and/or Local laws rules and/or regulations (hereinafter referred to as "ADA/504").
- (2) **Nondiscrimination:** The LPA, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, or disability, in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The LPA will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations, as well as the ADA/504 regulations.
- (3) **Solicitations for Contractors or Subcontractors, including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a contract or subcontract, including procurements of materials or leases of equipment, each potential contractor, subcontractor, or supplier will be notified by the LPA of the LPA's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.

(4) **Information and Reports:** The LPA will provide all information and reports required by the Regulations or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the LPA is in the exclusive possession of another who fails or refuses to furnish this information, the LPA will so certify to the STATE or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of the LPA's noncompliance with the nondiscrimination provisions of this contract, the STATE will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:

- (a) Withholding of payments to the LPA under the contract until the LPA complies, and/or
- (b) Cancellation, termination or suspension of the contract, in whole or in part

**BOARD OF LUCAS COUNTY
COMMISSIONERS:**

APPROVED AS TO FORM:

By _____

Asst. Lucas County Prosecutor

By _____

By _____

CONTRACTOR:

F.I.D. NO. _____

By _____

By _____

By _____

If a partnership, so state, giving the names and post office address of all partners.

If a corporation, give full name of corporation and the state under laws of which you are incorporated. The officer signing should add his title after signature.

CONTRACT ATTACHMENT A
(PURSUANT TO OHIO REVISED CODE SECTION 159.59)

I, _____, _____,
Name Title

of _____ having authority to agree on behalf of the above
Contractor

named contractor, do hereby agree:

A) That in the hiring of employees for the performance of work under this contract or any subcontract, no contractor, subcontractor, or any person acting on his behalf, shall, by reason of race, creed, sex, handicap, or color, discriminate against any citizen of the state in the employment of labor or workers who are qualified and available to perform work to perform the work to which the employment relates.

B) That no contractor, subcontractor, or any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, sex, handicap, or color.

By _____

Contractor

CONTRACT ATTACHMENT "B"

Sec. 5719.042: After the award by a taxing district of any contract let by competitive bid and prior to the time the contract is entered into, the person making a bid shall submit to the District's Fiscal Officer, a statement affirmed under oath that the person with whom the contract is to be made was not charged at the time the bid was submitted with any delinquent Personal Property Taxes on the general tax list of Personal Property of any county in which the taxing district has territory or that such person was charged with delinquent Personal Property Taxes on any such tax list, in which case delinquent taxes and any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the Fiscal Officer to the County Treasurer within thirty (30) days of the date it is submitted.

**DELINQUENT PERSONAL PROPERTY TAX STATEMENT
(O.R.C. Section 5719.042)**

I, _____ of _____
(Name) (Title)
_____, affirm that at the time that I submitted the bid for _____
_____ to the Board

Lucas County Commissioners on _____ that _____
(Date)
_____ was/was not charged with
(Name of Company) (Circle One)

delinquent personal Property Taxes by the Lucas County Auditor.

(If Personal Property Taxes are delinquent, complete the following section)

The amount of delinquent Personal Property Taxes due Lucas County are _____
_____ and unpaid penalties and interests are _____
_____.

This form must be signed and notarized.

Signature: _____

Company: _____

Date: _____

Sworn to and before me and subscribed in my presence by _____

this _____ day of _____.

(Notary Public)