

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 _____

all 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 the approximate sum of \$ _____
_____ **Dollars**

and _____ **Cents** (\$ _____). 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.

BOARD OF LUCAS COUNTY COMMISSIONERS:

By _____

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 _____, 20 _____.

(Notary Public)