

2015 THIRD PARTY AGENCY CONTRACT

The Ohio Manufactured Homes OMHC (“OMHC”) and _____, a third party inspection agency (“Inspection Agency”), hereby enter into this Contract effective January 1, 2015.

WHEREAS, Section 4781.06 of the Ohio Revised Code and Rule 4781-7-05 of the Ohio Administrative Code authorize the OMHC to contract with a private third party agency to perform inspections of manufactured home installations; and

WHEREAS, Section 4781.06 of the Ohio Revised Code and Rule 4781-7-05 of the Ohio Administrative Code authorizes the OMHC to contract with a private third party agency for plan review and inspection services; and

WHEREAS, the OMHC and the Inspection Agency desire to enter into a Contract for the Inspection Agency to provide manufactured home installation inspection services for the OMHC and to provide manufactured homes inspections and plans examination to ensure compliance with the State of Ohio Manufactured Homes Installation Standards and in accordance with Section 4781.04 of the Ohio Revised Code and Chapter 4781-6 of the Ohio Administrative Code; and

WHEREAS, the services to be performed by the Inspection Agency are of a technical and professional nature;

WHEREAS, the Inspection Agency intends that its services be rendered pursuant to the defenses afforded under the Public Duty Doctrine as set forth in Ohio law;

NOW, THEREFORE, in consideration of mutual promises, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the OMHC and the Inspection Agency agree as follows:

1. SCOPE OF SERVICE

Subject to the terms and conditions set forth in this Contract and the attached exhibits (such exhibits are deemed to be a part of this Contract as if fully set forth herein), the Inspection Agency shall conduct manufactured home installation inspection services and plans review and specifications for the OMHC and the public, as described herein

- a. The Inspection Agency shall issue permits and conduct manufactured homes installation inspections on behalf of the OMHC and shall review plans and specifications. Such inspection authority conveyed to the Inspection Agency by this Contract shall be pursuant to the authority conveyed to the OMHC by Chapter 4781 of the Ohio Revised Code (“O.R.C.”).

b. Consistent with professional standards of care, the Inspection Agency shall fully and diligently provide manufactured homes installation inspections, and review plans and specifications within the authorized area as determined by the OMHC and in accordance with O.R.C. Chapter 4781 and Chapter 4781 of the Ohio Administrative Code (“O.A.C.”). The Inspection Agency shall not waive any standard or requirement of the laws or rules.

c. The Inspection Agency shall examine plans and specifications for proposed manufactured home installation work as required by the OMHC, the Ohio Manufactured Homes Installation Standards, O.A.C. Chapter 4781, and any and all other related laws and ordinances. Such examination and plan approval pertains only in general to technical compliance as specifically provided for in Chapter 33 and Section 323.3.3 of the Residential Code of Ohio. Any part of the plans or specifications that are in violation of the laws or rules shall not be approved.

d. The Inspection Agency shall advise applicants on the requirements, but shall not perform design services, of any nature, for the completion of inadequate applications.

e. The Inspection Agency shall issue permits, certificates of approval, and Ohio Manufactured Homes Installation Inspection Seals when the manufactured homes installation complies with applicable regulations, ordinances, and statutes.

f. The Inspection Agency shall provide prompt (within 72 hours) and courteous services to the public. The Inspection Agency shall perform inspections of manufactured home installations in accordance with 4781-7-03 including, but not limited to, footing inspections, electrical inspections and final inspections. Such service shall be provided on a non-biased basis, first come-first served without regard to type or extent of work, but within normal scheduling.

g. On request by the OMHC, the Inspection Agency shall provide the OMHC with a written report of findings, recommended corrective measures, and make itself available for consultation in writing orders to correct manufactured home installation defects, in accordance with the Ohio Manufactured Homes Installation Standards, O.A.C. Chapter 4781.

h. The Inspection Agency shall provide the appropriate regional gas and electric companies with copies of the certificates of approval of manufactured home installation work, including the electrical work, when new services are required.

i. The Inspection Agency shall maintain at all times a minimum of one OMHC certified inspector and one back up OMHC certified inspector in accordance to 4781-7-05(E) as employees or under contract. In addition, the Inspection Agency shall maintain at all times a minimum of one electrical Safety Inspector as an employee or under contract to conduct electrical service inspections.

j. If an issued permit is not finalized by day 150, the Inspection Agency must follow the procedure attached to this contract as Exhibit "C". There is also a sample letter attached as Exhibit "D" that may be used as outlined in the procedure.

k. Permits issued by the Inspection Agency must be entered into the seal report in accordance to the procedure attached to this contract as Exhibit "E".

2. **TERM**

This Contract shall be effective from January 1, 2015 to December 31, 2015, inclusive, unless terminated under Section 4 below or renewed by written agreement of the Parties.

3. **FEES AND PAYMENT FOR SERVICES**

The Inspection Agency shall charge fees for inspections and other services performed under the authority of this Contract, in accordance with the Inspection Agency's Fee Schedule previously submitted to the OMHC as a part of the TPA application form, as that schedule may be amended from time to time by mutual agreement. The Inspection Agency's Fee Schedule is attached hereto as "Exhibit A" and incorporated herein by reference. Fees must be charged consistently throughout the state, however additional travel fees may apply. All subsequent amendments to the schedule must be mutually agreed upon by the parties prior to being submitted for attachment. The OMHC reserves the right to set fees throughout the state. In the event a standard fee structure is implemented, the OMHC shall provide ninety (90) day written notice to the Inspection Agency and the Inspection Agency shall notify the OMHC in writing sixty (60) days prior to the implementation date if they decide to not participate. A decision not to participate is considered the TPA's intention to terminate contract. The TPA must notify the OMHC within thirty (30) days of change to the attached fee schedule.

The Inspection Agency shall be compensated solely through fees for the services to be provided by the person requesting the inspection or review of plans and/or specifications. Fees shall be payable directly to the Inspection Agency and shall be charged in accordance with the Inspection Agency's Fee Schedule, as specified herein. The cost to the OMHC under this contract is zero, unless the OMHC requests the Inspection Agency to conduct an inspection or review of plans or specifications.

The Inspection Agency shall purchase an Inspection Seal from the OMHC at the cost of one-hundred dollars (\$100.00) per inspection seal to be affixed by the inspector to each manufactured home which has been inspected by the Inspection Agency and found to be in compliance with the Ohio Manufactured Home Installation Standards and O.A.C. Chapter 4781. The Inspection Agency shall place the Inspection Seal number on the permit at the time of permit issuance.

4. **TERMINATION**

A. For Convenience

This Contract may be terminated by either party upon notice, in writing, delivered upon the other party, thirty (30) calendar days prior to the effective date of termination.

B. Mutual Termination

The parties may mutually agree, in writing, to terminate this Contract at any time.

C. For Cause

In the event of a material breach of this Contract by the Inspection Agency, the OMHC may terminate this Contract upon thirty (30) days prior written notice to the Inspection Agency specifying the nature of the breach, provided however, that the Inspection Agency shall have an opportunity to cure such breach within thirty (30) days after receiving such notice. In the event the Inspection Agency corrects the cause giving rise to the notice within thirty (30) days of the notice required above, as determined sufficient by the OMHC, in its sole reasonable discretion, the cause of termination shall be deemed void and the Contract shall continue in effect.

If the breach is not cured, the Inspection Agency shall immediately cease all performance under this Contract upon receipt of the notice of termination from the OMHC. The OMHC reserves the right to require all outstanding plan reviews and inspections be completed by the Inspection Agency in accordance to Chapter 4781.

For the purposes of this Contract, material breach shall mean an act or omission which violates or contravenes an obligation required under this Contract and which by itself or together with one or more other breaches, has substantial negative effect on, or thwarts, the purpose of this Contract. A material breach shall not include an act or omission which has a trivial or negligible effect on the quality of the services to be delivered under this Contract, in the reasonable opinion of the non-breaching party.

In the event of a dispute or alleged breach, the parties hereto shall first attempt in good faith to resolve the matter prior to termination.

5. **LEVEL OF SERVICES AND EMPLOYEE CERTIFICATION**

The services shall be performed in a workmanlike, professional and conscientious manner by qualified employees of the Inspection Agency.

The Inspection Agency covenants and warrants that all of its plans review personnel and all of its Inspection Agencies performing review and inspection services are, and shall at all times be, fully qualified and certified under the provisions of Ohio law, and shall hold all required Certificate(s) of Competency from both the Ohio Board of Building Standards and the OMHC.

6. **EMERGENCY SERVICE**

Throughout the term of this Contract, the Inspection Agency shall maintain a list of personnel that may be available in the event of an emergency.

The Inspection Agency shall cooperate and work with the OMHC in the preparation of a disaster mitigation plan. The Inspection Agency shall review such plan no less frequently than annually, in order to establish that all names and contact information are current.

7. **RETENTION OF RECORDS**

All records and documents, including applications, plan review, job progress, and inspection records shall be retained by the Inspection Agency and are subject to public records policy. These documents shall be provided by the Inspection Agency in accordance with the policy of the OMHC. The Inspection Agency shall retain all records and documents in a form required by the Commission and electronic format. The Inspection Agency shall give OMHC a complete electronic copy of all inspection files, inspection reports, inspection photographs and any documents for any inspection upon demand (within 72 hours) by the OMHC or within thirty (30) days of termination of contract by either party.

8. **CONFLICT OF INTEREST**

This Contract does not preclude, prevent, or restrict the Inspection Agency from obtaining and working under an additional contractual arrangement(s) with other parties aside from the OMHC, so long as such contractual work in no way impedes the Inspection Agency's ability to perform the services required under this Contract. The Inspection Agency warrants that at the time of entering into this Contract, it has no interest in, nor shall it acquire any interest, direct or indirect, in any contract which will impede its ability to perform the services under this Contract.

The Inspection Agency shall comply with all state ethics rules, regulations and laws. By signing this Contract the Inspection Agency certifies to be in compliance with these provisions.

9. **ASSIGNMENT**

This Contract shall not be assigned to the Inspection Agency without the prior written approval of the OMHC. The Inspection Agency may not subcontract any of the services agreed to in this Contract without the express written consent of the OMHC. All subcontractors are subject to the same terms, conditions, and covenants contained within this Contract. The Inspection Agency shall notify the OMHC within three (3) business days when the Inspection Agency knows, or should have known, that a subcontractor is out of compliance or unable to meet contract or licensing requirements. Should this occur, the Inspection Agency shall cease any/all participation with subcontractor until which time they are brought into compliance or the subcontractor's contract with the Inspection Agency is terminated. The Inspection Agency is responsible for making direct payment to all subcontractors for any and all services provided by such subcontractor.

10. **COOPERATION WITH THE OMHC**

The Inspection Agency shall promptly reply to all Public Records request received at the OMHC in regards to any inspection work on manufactured homes done by the Inspection Agency.

The Inspection Agency shall promptly, and in good faith, cooperate with the OMHC in the need for legal action in cases which are unresolved. Such legal action shall be initiated by the OMHC based on the information and cooperation of the Inspection Agency. The Inspection Agency shall turn over the all inspection file(s) on any case being investigated by the OMHC within 72 hours of written request (via correspondence or e-mail) by the OMHC or its staff.

At the request of the OMHC, the Inspection Agency shall make itself reasonably available for pre-trial conferences, and shall testify in any judicial proceeding or interpretation of disputes involving manufactured home installation work arising from the performance of the services described herein.

11. **COMPLAINTS**

All complaints regarding the Inspection Agency's operations, service or personnel received by the Inspection Agency shall be promptly reported to the OMHC in writing. All complaints regarding the Inspection Agency's operations, services, or personnel received by the OMHC, shall be passed to the Inspection Agency for prompt, complete and appropriate resolution with the complainant and to the reasonable satisfaction of the complainant. Results of such activities must be reported back to the OMHC.

The Inspection Agency shall promptly notify the OMHC in writing of any threatened or pending claims or lawsuits arising from, or incident to, any services performed by the Inspection Agency to the OMHC or the public under this or any prior Contract. In addition, upon request of the OMHC, the Inspection Agency shall promptly furnish copies of all documents related to such threatened or pending claims and lawsuits.

12. **REPORTS**

The Third Party Agency shall provide input to the seal report via the OMHC computer web site within 24 hours upon issuance of an installation permit, temporary occupancy or permit extension. Also, upon final approval, the Third Party Agency shall input into the same seal report, the date that the home was final approved, no later than the end of the month of when the home was finalized. In addition, the Inspection Agency shall supply the OMHC with any information requested by the OMHC in writing within 72 hours of request.

13. **INSURANCE, INDEMNIFICATION AND HOLD HARMLESS**

A. Indemnification and Hold Harmless

To the fullest extent permitted in compliance with applicable law, the Inspection Agency shall defend, indemnify and hold harmless the OMHC and its employees, officials, agents and volunteers from any and all liability, losses, claims, suits, actions, administrative proceeding, regulatory proceedings/hearings, expenses, judgments, subrogation's (of any party involved in the subject of this Contract), attorney's fees, court costs, defense costs or other injury or damage, whether actual, alleged or threatened, resulting from injury or damages of any kind whatsoever to any business, entity or person (including death), or damage to property (including destruction, loss of, loss of use of resulting without injury damage or destruction) of any nature whatsoever, arising out of any negligent action or negligent inaction of the Inspection Agency, caused by or incident in any way to the performance of the terms of this Contract by the Inspection Agency including, without limitation, by the Inspection Agency, its subcontractor(s), the Inspection Agency or its subcontractor's its employees and agents, assigns, and those designated by the Inspection Agency to perform the work or services encompassed by this Contract. Contract employees shall be added as insured under the Inspection Agency insurance policies or provide copies of their own insurance policies per this contract.

This indemnity shall continue in full force and effect notwithstanding the termination of this Contract, whether by expiration of time, by operation of law or otherwise.

B. Insurance

The Inspection Agency shall procure and maintain for the duration of this Contract the following insurance: insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the Inspection Agency's products or services as described in this Contract (commercial general liability) and auto liability insurance. Further, the Inspection Agency shall procure and maintain for the duration of this contract and worker's compensation Insurance. The cost of all insurance shall be borne by the Inspection Agency. Insurance shall be purchased from a company licensed to provide insurance in Ohio. Insurance is to be placed with an insurer provided an A.M.

Best rating of no less than A:VII. The Inspection Agency shall purchase the following coverage and minimum limits:

1. Commercial General Liability Insurance policy with coverage contained in Insurance Services Office Occurrence Form CG 00 01 10 93 or equivalent with limits of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate and at least \$300,000 coverage in legal fire damage. Coverage will include:

- a. Additional insured endorsement
- b. Blanket contractual liability
- c. Broad form property damage
- d. Severability of interests
- e. Personal injury
- f. Joint venture as named insured (if applicable)

2. Business auto liability of at least \$1,000,000 combined single limit, on all owned, leased and hired automobiles.

3. Worker's Compensation insurance at the statutory limits required by Ohio Revised Code and Employer's Liability coverage of at least \$1,000,000 per accident for bodily injury or disease for individuals employed by the Inspection Agency.

C. Additional Insurance Provisions

1. The OMHC and its employees, officials, agents and volunteers shall be endorsed as additional insured's on the commercial general and business auto liability policies.

2. The Inspection Agency shall declare any self-insured retention to the OMHC pertaining to liability insurance. The Inspection Agency shall provide a financial guarantee satisfactory to the OMHC guaranteeing payment of losses and related investigations claims administration and defense expenses for any self-insured retention.

3. If the Inspection Agency provides any of the insurance coverage required by this Contract under a "claims-made" basis, the Inspection Agency shall provide evidence of either of the following for each type of insurance which is provided on a claims-made basis: unlimited extended reporting period coverage which allows for an unlimited period of time to report claims from incidents that

occurred after the policy's retroactive dates and before the end of the policy period (tail coverage), or; continuous coverage from the original retroactive date of coverage. The original retroactive date of coverage means original effective date of the first claims-made policy issued for a similar coverage while the Inspection Agency was under contract with the OMHC.

4. The Inspection Agency shall require all insurance policies in any way related to the work and secured and maintained by the Inspection Agency to include endorsements stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against the OMHC. The Inspection Agency shall require of subcontractors, by appropriate written Contracts, similar waivers each in favor of all parties enumerated in this section.

5. The Inspection Agency and the OMHC agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required herein, in all areas of safety, insurance program administration, claim reporting and investigating, and audit procedures.

6. The Inspection Agency's Insurance coverage shall be primary insurance with respect to the OMHC and its employees, officials, agents and volunteers. Any insurance maintained by the OMHC shall be excess of the Inspection Agency's insurance and shall not contribute to it.

7. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled or materially changed except after thirty (30) days' prior written notice given to: Ohio Manufactured Homes OMHC, 5100 Parkcenter Avenue, Suite 103, Dublin, Ohio 43017

8. The Inspection Agency shall furnish the OMHC with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received by the OMHC before the Contract commences. The OMHC reserves the right at any time to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

9. Maintenance of the proper insurance for the duration of this Contract is a material element of the contract. Material changes in the required coverage or cancellation of the coverage shall constitute a material breach of the Contract.

10. If any or all of the work or services contemplated by this Contract are subcontracted, the Inspection Agency shall ensure the subcontractor(s) comply with all insurance requirements contained herein.

14. **PERFORMANCE BOND**

The Inspection Agency shall procure a Performance Bond (attached as Exhibit B) from a Surety licensed to do business in the State of Ohio. The Bond shall be in the amount of \$25,000.00 and shall remain in legal force during the entirety of this Contract, and shall serve as an assurance that the Inspection Agency shall comply with all provisions of this Contract and all governing OMHC laws referenced in this Contract.

The Bond may be executed by the OMHC in the event of default or non-performance by the Inspection Agency of any provisions or obligations, under law, which this contract binds the Inspection agency thereto. The Inspection Agency's failure to maintain a Performance Bond during the term of this Contract shall be considered evasion default under this Contract.

15. **GOVERNING LAW**

This Contract, including any modifications, amendments, or alterations, shall be governed by the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any action or proceeding concerning the Contract and/or performance thereunder.

16. **INTEGRATION AND MODIFICATION**

This Contract contains the entire agreement between the parties hereto and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto. This Contract supersedes any and all previous agreements, whether written or oral, between the parties. A waiver by any party of any breach or default by the other party under this Contract shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.

17. **SEVERABILITY**

The provisions of this Contract are severable and independent, and if any such provision shall be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision, to the extent enforceable in any jurisdiction, shall, nevertheless, be binding and enforceable.

18. **SURVIVAL OF TERMS**

In addition to provisions that expressly provide for survival following expiration or termination of this Contract, those provisions which by their very nature are incapable of being performed or enforced prior to the expiration or termination of this Contract or which suggest at least partial performance or enforcement following such expiration or such termination, shall survive any such expiration of termination of this Contract.

19. **DISPUTES**

The Inspection Agency shall submit in writing any dispute regarding all applicable rule requirements, rule interpretations or fees, to the OMHC for decision and resolution. Disputes of a technical nature shall follow the normal adjudication and appeals process pursuant to O.R.C. Chapter 119.

20. **NON-DISCRIMINATION**

The Inspection Agency certifies that it is an equal opportunity employer and shall remain in compliance with state and federal civil rights and nondiscrimination laws and regulations, including but not limited to Title VI, and Title VII of the Civil Rights Act of 1964 as amended, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, the Age Discrimination in Employment Act, as amended, and the Ohio Civil Rights Law.

During the performance of this Contract, the Inspection Agency shall not discriminate against any employee, contract worker, or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. The Inspection Agency shall take affirmative action to ensure that during employment, all employees are treated without regard to race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. These provisions apply also to contract workers. Such action shall include, but is not 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 Inspection Agency shall post in conspicuous places, available to employees and applicants for employment, a notice stating that the Inspection Agency complies with all applicable federal and state non-discrimination laws.

The Inspection Agency, or any person claiming through the Inspection Agency, shall neither establish, nor knowingly permit, any such practice or practices of discrimination or segregation in reference to anything relating to this Contract, or in reference to any contractors or subcontractors of the Inspection Agency.

21. **AMENDMENTS**

Any matters or items not covered under the terms of this Contract, or in the ordinances of the OMHC, including work, fees, projects, inspections, review, or other matters, may be separately agreed upon by the parties hereto in writing.

22. **RIGHTS IN DATA AND COPYRIGHTS/PUBLIC USE**

The OMHC shall have unrestricted authority to reproduce, distribute and use (in whole or in part) any reports, data or materials prepared by the Inspection Agency pursuant to this Contract. No such documents or other materials produced (in whole or in part) with funds provided to the Inspection Agency by the OMHC or any other person in performance with this agreement shall be subject to copyright by the Inspection Agency in the United States or any other country. All deliverables hereunder shall be made freely available to the general public to the extent required by law.

23. **COMPLIANCE WITH LAWS**

The Inspection Agency in the execution of duties and obligations hereunder agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances.

24. **NOTICES**

Any information or notice required to be given in writing under this Contract shall be effective upon receipt at the addresses listed below. For purpose of notice, the addresses of the parties shall be as follows:

If to OMHC:

Executive Director
Ohio Manufactured Homes Commission (OMHC)
5100 Parkcenter Avenue – Suite 103
Dublin, OH 43017

If to the Inspection Agency:

_____ (name)
_____ (title)
_____ (company name)
_____ (address)
_____ (city, state, zip)

25. **PERFORMANCE EVALUATION AND IMPLEMENTATION OF PROGRAMS**

Each calendar year the OMHC reserved the right to conduct a Performance Evaluation of the Inspection Agency’s services to the OMHC and to the public for the preceding year. The form and content of the evaluation shall be determined by the OMHC for the purposes of fairly evaluating the Inspection Agency’s performance under the Contract and the Inspection Agency’s performance of services to the public.

In addition to the annual performance evaluation, the Inspection Agency shall meet with the OMHC at times reasonably requested by the OMHC in writing. The parties agree to work cooperatively to develop and implement programs, including but not limited to customer satisfaction surveys, staff training, and work flow re-engineering.

26. COMPUTER PROCESSING

The Inspection Agency shall update its computer system and programs upon any reasonable request by the OMHC in order to exchange data information more efficiently between the OMHC and the Inspection Agency.

27. CONTRACT ADMINISTRATION

The OMHC’s representative for this Contract is Janet M. Williams, Executive Director, or assignee, who shall serve as the primary contact during the term of this Contract and unless otherwise provided by law, shall have the authority to act on the OMHC’s behalf as described herein. The Inspection Agency’s representative for this Contract is _____, (title)_____, who shall serve as the primary contact during the term of this Contract and shall have the authority to act on the Inspection Agency’s behalf as described herein.

IN WITNESS WHEREOF, the OMHC by virtue of O.R.C. Section 4781, and the Inspection Agency, by its _____(title) _____(name) have hereunto subscribed their names on this _____ day of _____, 20__.

OHIO MANUFACTURED
HOMES COMMISSION (OMHC):

INSPECTION AGENCY NAME:

By: _____
Dan Rolfes, OMHC Chair

By: _____
Authorized Agent

Date

Date

APPROVED AS TO FORM: RECOMMENDED:

By: _____
Janet M. Williams,
Executive Director

Date

Exhibit "B"

PERFORMANCE AND PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned _____, as Principal, at _____ (Address) and _____ as Surety, are hereby held and firmly bound unto the State of Ohio Manufactured Homes Commission ("OMHC"), State of Ohio, as Oblige, in the sum of _____ dollars, for the payment of which well and truly to be made, we jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns to undertake manufactured homes installation inspections in accordance with Ohio Revised Code 4781 and Ohio Administrative Code 4781:

SIGNED AND SEALED this _____ day of _____, _____ .

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above-named Principal did on the _____ day of _____, _____, enter into a Contract with the OMHC, which said Contract is made a part of this Performance and Payment Bond the same as though set forth herein;

The condition of this obligation is such that if above bounded principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, well and truly keep and perform the covenants, conditions and provisions required by the OMHC, Ohio Revised Code 4781, and the Ohio Administrative Code and this Agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless OMHC, its officers, agents and employees as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect and may be forfeited as specified in this Agreement. As part of the obligation secured hereby and in addition to the face amount specified thereof, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by OMHC in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed hereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and said surety does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or to the specifications.

NOW, THEREFORE, if the above-named Principal shall well and faithfully do and perform the things agreed by the Obligee to be done and performed according to the terms of said Contract; and shall pay all lawful claims of any owners of manufactured homes to be inspected by the principal for services performed and materials furnished in the carrying forward, performing, or completing of said Contract; we agreeing and assenting that this undertaking shall be for the benefit of manufactured home owners inspected by the principal having a just claim as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the amount of this obligation as herein stated.

PRINCIPAL:

By: _____

Title: _____

SURETY: _____

By: _____

Attorney-in-Fact

SURETY INFORMATION:

Street

City State Zip

Telephone Number

SURETY AGENT'S INFORMATION:

Agency Name

Street

City State Zip

Telephone Number



Ohio Manufactured Homes Commission

5100 Parkcenter Avenue, Suite 103, Dublin, Ohio 43017

Bulletin

Date: January 16, 2014

Exhibit E

Memo To: All OMHC Inspection Agencies

From: Janet M. Williams, Executive Director

Subject: Seal Report Procedure

During a recent audit of the Seal Report, it has been discovered that not everyone is following the same procedure in regards to how and what information is to be captured on the seal report and the timeframe to input this information. Please take a moment to read the following procedure and make sure the person in your agency that enters information onto the seal report is aware of this procedure. The Seal Report is the most vital item in ensuring compliance with the laws and it *MUST* be done correctly and efficiently. Compliance with this procedure will be monitored closely and habitual violators will be addressed accordingly.

- ❖ Once a permit as been issued, you have 24 hours to enter it onto the seal report. If the permit is not entered within 24 hours, you must make a note on the permit paperwork as to why the delay occurred so that if you are audited by our agency, we will be able to verify the reason for the delay.
- ❖ When entering the information for the first time on the report you must enter
 - Seal #
 - Purchased By
 - Permit # (issued by your agency)
 - Serial # of home
 - Installer's name (if the installer is the homeowner, state Homeowner. Do not put the homeowner's name, H/O, h.owner or any other form of the word other then Homeowner)
 - Installer's License Number
 - Homeowner's Name
 - Contact Phone # of Homeowner
 - Permit Issue Date (this needs to match the date listed on the permit given to the homeowner)
 - Address of where the home is being installed at (Be as precise as possible. If the home is going into a park, you must list the lot number if one general address is used for every home. For example, if everyone's address 123 Main St Lot (___), make sure you include the lot number)
 - County in which the home will be located
 - State whether or not the home is new or used
 - State whether or not the home is in a park

- ❖ Once the information is entered and you discover a clerical error was made, you must contact our office with the change that is needed. We will need all the pertinent information in regards to the changes that are needed and we must have a reason for why the change is needed. No changes can be made until the reason given has been approved. Email all changes needed with reason for the change to debbie.beaty@omhc.state.oh.us.
- ❖ If a Temporary Permit or an Extension has been issued, you must enter that date within 24 hours in the appropriate columns on the report. **The date you enter into those columns is the date the permit or extension was issued, not when it expires.** This is done for continuity sake. *All dates entered on the seal report are issued dates.* When the original permit was issued, if a temporary permit is issued, if an extension is granted and when the final permit is issued.
- ❖ Once a permit has been finalized, that information must be entered onto the seal report before the close of business on the last day of the issuing month. For example, if the home was finalized on September 20, 2014 you have until September 30, 2014 to enter it onto the seal report. The date listed on the report shall be the date the home was finalized, not the date you entered it on the report. So again, for example if the home was finalized on September 20, 2014 and you enter it onto the seal report on September 29, 2014, the date you list will be September 20, 2014.
- ❖ One seal per address. One address per seal.
- ❖ If in the extreme case a permit needs to be refunded back to the homeowner, we need verification from the issuing agency that money for the seal has been refunded back to the homeowner before we can reissue the seal.

If anyone has any questions about the above procedures, please contact us. It is very important the seal report is entered correctly and in the same fashion from everyone inputting data as it is the primary tool used to ensure all homes are being properly set in the State of Ohio.

If anyone has any concerns over the seal report, please do not hesitate to call. We need feedback from everyone out in the field to ensure we are effectively communicating and resolving issues.

We hope everyone has had a great start to 2014 and we have continued success throughout the year. Happy New Year to all and again please let us know if there are any questions, concerns or comments.

“Exhibit C”

Standard Operating Expiring Permit Procedure

Expiring Permits:

1. Permits are valid for 180 days. **Prior to the 150th day, inspection agencies must send a “Expiring Permit” notice to the homeowner and copy the OMHC licensed installer if applicable. (There is a sample Expiring Permit Notice attached)** As the letter states, if there are extenuating circumstances as to why the home installation is not complete, the homeowner and/or the OMHC licensed installer can request an extension, in writing, not to exceed 180 days. Your agency shall determine whether or not an extension is warranted and your reply must be in writing to the homeowner and the OMHC licensed installer granting or denying the extension. In a situation where there are no life safety issues, your agency may issue a temporary occupancy at that time if the homeowner is requesting occupancy. This temporary occupancy must be posted on the seal report within 24 hours of granting a temporary occupancy. The temporary occupancy shall not exceed 180 days and must be final approved and the seal placed on the home within that timeframe.
2. If the home has received final inspection approval from your agency, please enter the approval date into the seal report within 24 hours of final approval.
3. If, however, the homeowner and/or OMHC licensed installer does not respond to your letter prior to permit expiration (ie: home has not been finalized) **please forward a copy of your letter above to our office. Also forward a copy of the Homeowner/Installer Agreement or Community Owner/Installer Agreement whichever is applicable if there is one on file.** The OMHC will send a 30 day follow-up notice to the homeowner and copy the OMHC licensed installer, if applicable. We will also forward a copy of our letter to your office.
4. If after our 30 day notice this home still has not been final inspected and approved, this case will be turned over to the Attorney General (AG’S) office. The AG’s office will forward a final notice to the homeowner and further specify legal remedies.
5. If the responsible parties involved are not responding, the OMHC will send a notice of hearing to them. As a reminder, in the absence of a Homeowner/Installer Agreement or Community Owner/Installer Agreement, the OMHC licensed installer is responsible for the entire installation if applicable.
6. The AG’s office will forward a final notice to the homeowner and further specify legal remedies.
7. If after 30 days the AG’s office does not receive a response, we will notify you to forward the seal to our office and mark “abandoned” across the front of the seal. Once the seal is received, we will mark it on the seal report as abandoned, remove the home from your outstanding permits and pursue legal action from that point.

“Sample Letter”

(On your Agency letterhead with contact info.)

NOTICE – EXPIRING PERMIT

Date

Homeowner

Address

Re: Expiring Permit for the Installation of a Manufactured Home

Location - _____

Permit # - _____

Seal # - _____

Dear Homeowner:

Our records indicate the inspections for the above-referenced home have not been completed. Please be advised that the installation permit will be expiring on _____. If the permit expires prior to approval of all inspections, it will be necessary for you to re-apply for a permit and pay the fees again. Occupancy of the home is prohibited by Law prior to final inspection approval and the State of Ohio seal has been placed on the inside of your electrical panel. **If you unlawfully occupy the home prior to inspection approval, there could be safety issues involved and this may void any insurance policy and/or warranties.**

If your home is being installed by an Ohio Manufactured Homes Commission (OMHC) licensed installer, please contact them for completion and final approval of this installation. If you fail to respond to this letter, it will be necessary for us to forward this information to the OMHC for further legal action. In doing so, you may incur additional fines and/or penalties.

Sincerely,

cc: OMHC Licensed Installer
OMHC Headquarters



Ohio Manufactured Homes Commission

5100 Parkcenter Avenue, Suite 103, Dublin, Ohio 43017

(Schedule A)

OMHC Inspection Agency Fee Schedule Calendar Year 2015

Inspection Agency

Parks

Private Property

Single Wide

Double Wide

Single Wide

Double Wide

Plans Review Fee

Seal Fee

\$100

\$100

\$100

\$100

Inspection Fees

TOTAL FEE

Additional Fees

Re-inspection Fee

Other
