

EXAMPLE – Sealed Bids

3910-FM-WM0467 9/2007



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WATERSHED MANAGEMENT

**Chesapeake Bay Special Projects Funding Program
Landowner/Operator-Conservation District Agreement (CBP-SP3)**

Landowner: Karen Schneider	Operator: William Blake
Street Address: 112 Anywhere Lane Harrisburg, Pa 17101	Street Address: 211 Anywhere Lane Harrisburg, Pa 17101
Telephone Number: 555-777-1111	Telephone Number: 555-111-7777

Project Location: **211 Anywhere Lane, Harrisburg Pa 17101**

Agreement No.: **68**

This agreement made this 5th day of March, 2009 (month/year) by and between William Blake (Operator), hereinafter called the "OPERATOR" and the Hughes (County) Conservation District, hereinafter called the "DISTRICT" provides for the OPERATOR to participate in the Special Projects Funding Program, hereinafter called the "PROGRAM" for the implementation of Best Management Practices, hereinafter called "BMPs" at the Project Location described above.

The DISTRICT will provide financial assistance to the OPERATOR for implementation of BMPs at the Project Location. For work performed during a given calendar year, the OPERATOR shall be compensated in accordance with CBP-SP3 Attachment 1 for that calendar year. This compensation is based on the BMPs implemented at the Project Location as agreed to by the OPERATOR and DISTRICT and the compensation rate for each BMP, as determined annually by the DISTRICT, listed on CBP-SP3 Attachment 1. The compensation to the OPERATOR shall be paid on a reimbursement basis, based on invoices and verification of proper implementation of BMPs. OPERATOR compensation and reimbursement for implementation of BMPs in all subsequent calendar years will be determined using the same procedure as described above, and a revised CBP-SP3 Attachment 1 will be incorporated into this Agreement for work performed during the calendar year.

This Agreement shall begin on the date executed by the parties and shall terminate December 31, 2014. (No more than five calendar years beyond the year of execution, e.g. executed on July 1, 2006, terminates on December 31, 2011). This Agreement will be periodically evaluated by both parties.

I. GENERAL PROVISIONS

1. By signing this Agreement, the OPERATOR warrants that he/she is either (a) the sole owner of the Project Location on which the work is to be performed or (b) otherwise in fact authorized by the owner or owners of said premises to let the work be done on said premises, and has secured any necessary permission, easements, or rights-of-way that may be necessary for the completion of the work and documented this with Form CBP-SP3A.
2. Except as otherwise noted, the OPERATOR shall provide and pay for all material, labor, equipment, tools, water, power, and other items necessary to complete the work.
3. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good quality and all work completed in a workmanlike manner.
4. The OPERATOR shall permit observation of the work by the DISTRICT, its authorized agents, and public authorities who have interest in the successful completion of the work.
5. The OPERATOR will permit the DISTRICT or their authorized representatives, upon the presentation of credentials, to enter the Project Location or premises to inspect and observe PROGRAM activities, associated records, or other conditions of this Agreement.
6. Changes in work or additional work may become necessary due to changed or unforeseen conditions and will be reflected in an equitable adjustment to the project cost based on CBP-SP3 Attachment 1 and performance time to implement the Project. All such change orders shall be in the form of Agreement Modifications (Section III, this form) or as an addendum to this form and prepared by the DISTRICT. The Agreement Modifications shall specify the amount of compensation to be paid to the OPERATOR for such work and when such work shall be performed. All Agreement Modifications ordering changes in work or additional work shall be based on written technical justifications. An Agreement Modification shall become effective upon the written acceptance of the OPERATOR and DISTRICT. All such Agreement Modifications shall become part of this Agreement.

EXAMPLE – Sealed Bids

3910-FM-WM0467 9/2007

7. Payment as determined by CBP-SP3 Attachment 1 for a given calendar year shall be made by the DISTRICT to the OPERATOR within ninety days of OPERATOR verification of project completion.
8. The OPERATOR shall be knowledgeable of and comply with all local, state, and federal environmental, health, and safety laws and regulations that apply to this type of work. When applicable for the completion and maintenance of a Project, the OPERATOR is responsible for obtaining and complying with all necessary permits, performing PA One Call notification for underground utilities, assuring compliance with setbacks from municipal and/or state road right of ways, and other related activities needed for construction and maintenance relating to the environment.
9. The OPERATOR shall agree not to destroy, alter, or modify the practices installed at the Project Location for the lifespan of the practice, nor to undertake any action on land under the OPERATOR'S control which tends to defeat the purpose of this Agreement. The OPERATOR agrees to reimburse the PADEP and/or DISTRICT an amount equal to 100% of the total funds provided, if before the expiration of the practice lifespan installed at the Project Location, (a) destroy, alter, or modify the practice installed, or (b) voluntarily relinquishes control or title to the land on which the installed practice has been established without the new Landowner and/or new OPERATOR of the land agreeing in writing to not disturb, alter, or modify the properly installed practice for the remainder of the life of the practice.
10. The OPERATOR is responsible for all maintenance and repair of the practice at the Project Location.
11. The OPERATOR shall comply with the maintenance requirements and any conditions listed in this Agreement. In the event of massive damage to the Project due to severe flooding or other natural disasters, that have deteriorated the practice because of conditions beyond the control of the OPERATOR, he/she will not be responsible for repair or replacement of the practice, provided the practice is in compliance, implemented and maintained properly. PADEP will use sole discretion to determine if help with replacement or repair will be allowed. If funds are available (e.g., Federal Disaster Aid), the landowner should make application for funds to repair.
12. If the OPERATOR sells or transfers the property containing the Project Location, by Deed, inheritance, foreclosure, or any other means, the OPERATOR shall remain personally liable for repayment in the event of a breach, unless the new owner of the site agrees in writing to undertake the responsibility for compliance with all terms and conditions of this Agreement.
13. The OPERATOR shall hold harmless both the DISTRICT and PADEP from any claims, expenses, damages, suits, or demands resulting from the construction and installation of this Project.
14. If this Agreement is terminated due to the OPERATOR breach of the Agreement, the OPERATOR agrees to reimburse the District and/or PADEP an amount equal to 100% of the total funds provided by the DISTRICT and PADEP.

II. SPECIAL PROJECT CONDITONS (e.g.; *Maintenance Requirements, Landowner needs to provide bills and invoices for materials and labor, etc.*)

1 – The Manure Storage isto be maintained for 10 years, as that is the lifespan of the BMP, per standards and specification of The Pennsylvania Technical Guide. The manure storage structure must be maintained until December 31, 2019.

In witness whereof, the parties have executed this Agreement, the date first written above.

Operator's Signature:

Date:

District Signature:

Date:

Title: Conservation District Manager

EXAMPLE – Sealed Bids

3910-FM-WM0467 9/2007

III. ADDITIONAL AGREEMENT MODIFICATIONS:

NA

(signatures in this section are only required if there are Additional Agreement Modifications)

Operator Signature:

Date:

District Signature:

Date:

Title: