
SECTION 2
CONTRACT FORMS

NOTICE OF AWARD

TO: «ContractName»
«ContractAddr»
«ContractCity», «ContractState» «ContractZip»

PROJECT: «TitleCaps»

You are notified that your Bid which was opened on «Bidopening» has been accepted for items in the amount of «ContractDollars» at the unit bid prices as reflected in the bid tabulation contained herein for the *(fill in awarded parts, i.e. for Base Bid and Alternate C, or delete)*.

You are required by the Instructions to Bidders to execute the Agreement and furnish the required Bonds, Certificates of Insurance, and other documents within 10 calendar days from the date of receipt of this Notice.

Failure to comply with these conditions within the time specified will entitle Owner to consider your Bid in default, to annul this Notice and to declare your Bid Security forfeited.

The Owner will return to you one (1) fully signed set of the contract documents.

«OwnerCaps»

«OwnerCEOFirst» «OwnerCEOLast», «OwnerCEOTitle»

Date

ACKNOWLEDGMENT

«ContractCAPName»

DO NOT SIGN THIS PAGE. FOR REFERENCE ONLY. OWNER WILL SEND SIGNED COPY.

«ContractFirst» «ContractLast», «ContractTitle»

Date

CONTRACT

FOR «TitleCaps»

THIS CONTRACT, made and entered into at «OwnerCity», «OwnerState», this _____ day of _____, 20____, by and between the «OwnerMuni» (“OWNER”), «OwnerState» and «ContractName» (“CONTRACTOR”).

WITNESSETH: That the said CONTRACTOR has agreed and by this presents does agree with the OWNER for the consideration hereinafter mentioned and contained, and under penalty expressed in a bond given with these presents, and herein contained or hereunto annexed, to furnish at its own cost and expense, all the necessary tools, equipment, materials, labor, and tests in an expeditious, substantial and workmanlike manner, the equipment and appurtenances herein contemplated, commencing work within 20 days from the date of the Notice to Proceed and executing the work within the time and in the manner specified and in conformity with the requirements set forth in this Contract.

The following form essential parts of the Contract (may vary with project).

1. Advertisement for Bids/Public Notice to Bidders
2. Instruction to Bidders
3. Bid Forms and Proposal
4. Contract Forms and Exhibits
5. Contract Bond – ORC 153.571 or ORC 153.57
6. Contract Provisions
7. General Conditions
8. Supplementary Conditions
9. Specifications
10. Specific Project Requirements
11. Prevailing Wage Rate Schedule
12. Contract Drawings; if any.
13. Addenda; if any.

The CONTRACTOR agrees and understands that the work on this contract shall be subject to the acceptance of the OWNER based upon and in accordance with the contract specifications and contract plans and drawings on file in the office of the OWNER.

The CONTRACTOR agrees that each individual employed by the CONTRACTOR or any Subcontractor and engaged in work on the project under this contract shall be paid by prevailing wage established by the Department of Industrial Relations of the State of Ohio or the U.S. Department of Labor (Davis-Bacon Act) as detailed in the section titled "Wage Rates." This shall occur regardless of any contractual relationship which may be said to exist between the Contractor or any Subcontractor and such individual. *(if a School District, delete this paragraph)*

The CONTRACTOR shall proceed with the said work in a prompt and diligent manner and shall do the several parts thereof. Further the CONTRACTOR shall complete the whole of said work in accordance with the specifications and contract drawings to the satisfaction of the OWNER on or before the time stated, and in default of completion within the time as fixed, the CONTRACTOR shall pay to the OWNER as liquidated damages, an amount equal to «Liquidated», for each and every day (Sundays and legal holidays excepted) the completion of the work may be delayed beyond the date fixed in the manner and as stipulated.

It is hereby mutually agreed that the OWNER is to pay and the CONTRACTOR is to receive, as full compensation for furnishing all materials and labor in building, constructing and testing and in all respect completing the herein described work and appurtenances in the manner and under the conditions herein specified, the prices stipulated in the proposal herein contained or hereto annexed and the total contract sum is «ContractDollars».

This Contract shall be in full force and effect from the date of execution by the OWNER and CONTRACTOR.

IN WITNESS WHEREOF: The OWNER and CONTRACTOR hereunto affixed their signature the day and year first mentioned above.

«ContractCAPName»

«ContractFirst» «ContractLast», «ContractTitle»

«OwnerCaps»

«OwnerCEOFirst» «OwnerCEOLast», «OwnerCEOTitle»

I hereby certify that funds in the amount of «ContractAmtwords» Dollars («ContractDollars») necessary for the foregoing Contract have been appropriated and are in the Treasury, or are in the process of collection, or are available through grants and/or loans from other funding sources.

«OwnerFiscalFirst» «OwnerFiscalLast», «OwnerFiscalTitle»

APPROVED AS TO FORM:

«OwnerLegalName», «OwnerLegalTitle»

**THE CONTRACTOR SHALL FURNISH THE FOLLOWING ITEMS
WITHIN 10 DAYS OF NOTIFICATION OF AWARD:**

- A) **CERTIFICATE OF INSURANCE FOR
CONTRACTOR'S PUBLIC LIABILITY INSURANCE POLICY
AND AUTOMOTIVE INSURANCE POLICY**

- B) **CERTIFICATE OF INSURANCE FOR
OWNER'S AND CONTRACTOR'S PROTECTIVE POLICY**
Owner Named as Insured

- C) **CERTIFICATE OF WORKER'S COMPENSATION**

- D) **CONTRACT BOND THAT COMPLIES WITH ORC 153.54 AND 153.57**

* D above is not required if a bond complying with ORC 153.54 and 153.571 (rollover bond) was submitted at time of bid.

DELINQUENT PERSONAL PROPERTY STATEMENT

STATE OF _____)
) SS
COUNTY OF _____)

«ContractName», having been awarded a contract by the «OwnerMuni», «OwnerState», hereby affirms under oath, pursuant to Ohio Revised Code Section 5719.042, that at the time the bid was submitted, my company **was / was not (CIRCLE ONE)** charged with delinquent personal property taxes on the General Tax List of Personal Property for «OwnerCounty» County, Ohio.

If such charge for delinquent personal property tax exists on the General Tax List of Personal Property for «OwnerCounty» County, Ohio, the amount of such due and unpaid delinquent taxes, including due and unpaid penalties and interest shall be set forth below.

A copy of this statement shall be transmitted by the Taxing District's Fiscal Officer to the County Treasurer within thirty days of the date it is submitted. A copy of this statement shall also be incorporated into the Contract made between «OwnerMuni», «OwnerState», and «ContractName», and no payment shall be made with respect to any Contract unless such statement has been so incorporated as a part thereof.

Delinquent Personal Property Tax	\$ _____
Penalties	\$ _____
Interest	\$ _____

«ContractCAPName»

«ContractFirst» «ContractLast», «ContractTitle»

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public

My Commission Expires: _____

AFFIDAVIT
OF COMPLIANCE WITH OHIO REVISED CODE SECTION 3517.13

STATE OF _____)
) SS
COUNTY OF _____)

_____ being duly sworn deposes and states as follows:

1. I am duly authorized to make the statements contained herein on behalf of _____ (“the Contracting Party”).
2. The Contracting Party is a/an (select one):
 - Individual, partnership, or other unincorporated business association (including without limitation, a professional association organized under Ohio Revised Code Chapter 1787), estate, or trust
 - Corporation organized and existing under the laws of the State of _____
 - Labor organization
3. I hereby affirm that the Contracting Party and each of the individuals specified in R.C. 3517.13(I) (with respect to non-corporate entities and labor organizations) or R.C. 3517.13(J) (with respect to corporations) are in full compliance with the political contribution limitations set forth in R.C. 3517.13(I) and (J), as applicable.
4. I understand that a false representation on this certification will incur penalties pursuant to 3517.992(R).

Affiant further sayeth naught.

By: _____

Title: _____

SWORN TO BEFORE ME and subscribed in my presence this _____ day of _____, 20_____.

Notary Public

My commission expires: _____

ESCROW AGREEMENT FOR CONTRACTOR’S RETAINAGE

In accordance with a certain Contract between the City of Willoughby, (hereinafter referred to as “the Owner”) and _____, (hereinafter referred to as “the Contractor”), an Escrow Agent is hereby appointed to hold funds arising out of the Owner’s agreement to pay retainage into an escrow fund. Said fund and said Escrow Agent to be:

Star Ohio
30 E. Broad St.
9th Floor
Columbus, Ohio 43215

LOCAL CONTACT

Cher Hoffman
Director of Finance
City of Willoughby
One Public Square
Willoughby, Ohio 44094
(440) 953-4333

All retained funds will be placed in the above escrow account from the date the Contract is certified as being 50% complete pursuant to Ohio Revised Code Sections 153.13, 153.14 and 153.63.

During the time the aforementioned retained funds are in the custody of the Escrow Agent, the Escrow Agent has authority to invest the escrow funds in the classes of securities listed below which, in the judgment of the Escrow Agent allow for the least risk to capital preservation and provide for a reasonable income. The income from investment of the escrowed funds shall be accumulated into the escrow account.

- a) Obligation issued or guaranteed as to interest and principal by the government of the United States, or obligations of the State of Ohio or any political subdivision thereof;
- b) Obligations including certificates of deposit of any national bank located in this State and/or any bank as defined by Section 1101.01, O.R.C.;
- c) Repurchase agreements fully secured by obligations of any kind specified in clauses (a) and (b) above; or
- d) Interest in any money market fund or trust, the investments of which are generally restricted to obligations of any of the kinds specified in clauses (1) through © above.

The Escrow Agent shall hold the escrowed principal and interest until receipt of notice from the Owner or until receipt of an Arbitration Order, an Order of the Court of Claims, or other appropriate courts specifying the amount of the escrowed principal to be released and the person to whom it is to be released. Upon receipt of such request or order, the Escrow Agent shall, within 30 days, pay such amount of principal and interest earned on the retainage to the Contractor less the Escrow Agent’s fee.

It is understood and agreed that the Escrow Agent shall have no duties, obligations, or liabilities hereunder other than to hold and invest said funds and to deliver them in accordance with the provisions hereof.

CITY OF WILLOUGHBY

CONTRACTOR

ESCROW WAIVER

In accordance with a certain Contract between the «OwnerMuni», «OwnerState», (hereinafter referred to as "the Owner") and «ContractName», (hereinafter referred to as "the Contractor") it is mutually agreed by and between the parties hereto that because of the short-term duration of the within contract, no escrow account will be established pursuant to Sections 153.13, 153.14 and 153.63 of the Ohio Revised Code nor shall any interest be paid on any retainage.

«ContractCAPName»

«ContractFirst» «ContractLast», «ContractTitle»

«OwnerCaps»

«OwnerFiscalFirst» «OwnerFiscalLast», «OwnerFiscalTitle»

NOTICE TO PROCEED

Project: «Title»

Owner: «OwnerMuni»
«OwnerAddr»
«OwnerCity», «OwnerState» «OwnerZip»

To: «ContractName»
«ContractAddr»
«ContractCity», «ContractState» «ContractZip»

Date: _____

You are hereby notified to commence work in accordance with the Contract. All work shall be completed by «Completion_Date».

«OwnerCaps»

«OwnerCEOFirst» «OwnerCEOLast», «OwnerCEOTitle»

THE OWNER OR THEIR AUTHORIZED REPRESENTATIVE SHALL INSERT THE FOLLOWING CONTRACT DOCUMENTATION IN THE EXECUTED CONTRACT:

A) FINDINGS FOR RECOVERY – ORC 9.24
(<http://ffr.ohioauditor.gov/>)

B1) CHECK FOR DEBARRED CONTRACTORS IN THE STATE OF OHIO
(<https://www.sos.state.oh.us/records/debarred-contractors/>)

**B2) CHECK FEDERAL SAM (System for Award Management) for
FEDERAL FUNDING (including sub-contractors), (if applicable)**
(<https://www.sam.gov/SAM/>)

**C) NOTIFICATION OF SURETY AND AGENT OF CONSTRUCTION
CONTRACT AWARD – ORC 9.32 (if applicable)**

**D) NOTIFICATION TO UTILITY COMPANIES OF COMMENCEMENT
OF CONTRACT EXECUTION – ORC 153.64 (if applicable)**