
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. *(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 AGREEMENT, 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.

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 he 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 parties.

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

«ContractCAPName»

«ContractFirst» «ContractLast», «ContractTitle»

«OwnerCaps»

William Tomko, Mayor

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 POLICE**

- B) CERTIFICATE OF INSURANCE FOR
OWNER'S AND CONTRACTOR'S PROTECTIVE POLICY**

- 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

«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»

AFFIDAVIT
OF COMPLIANCE WITH OHIO REVISED CODE SECTION 3517.13

STATE OF OHIO

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)(3).

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 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»

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractors bid or proposal package.

| | | | |
|-----------------------|--|-------------------------|--|
| Subcontractor Name | | Project Name | |
| Bid/ Proposal No. | Assistance Agreement ID No. (if known) | Point of Contact | |
| Address | | | |
| Telephone No. | | Email Address | |
| Prime Contractor Name | | Issuing/Funding Entity: | |

| Contract Item Number | Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment or Supplies | Price of Work Submitted to the Prime Contractor |
|--|---|---|
| | | |

| | |
|---|---|
| DBE Certified By: <input type="radio"/> DOT <input type="radio"/> SBA <input type="radio"/> Other: _____ | Meets/ exceeds EPA certification standards? <input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> Unknown |
|---|---|

Check Which One Applies: _____ MBE _____ WBE (Include Certificate)

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

| Prime Contractor Signature | Print Name |
|-----------------------------------|-------------------|
| | |
| Title | Date |
| | |

| Subcontractor Signature | Print Name |
|--------------------------------|-------------------|
| | |
| Title | Date |
| | |

This form is to be submitted by the prime contractor within seven (7) days of receipt of the Notice of Award.

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Utilization Form

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE¹ subcontractors² and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

| | | | |
|-------------------------|--|------------------|--|
| Prime Contractor Name | | Project Name | |
| Bid/ Proposal No. | Assistance Agreement ID No. (if known) | Point of Contact | |
| Address | | | |
| Telephone No. | | Email Address | |
| Issuing/Funding Entity: | | | |

| I have identified potential DBE certified subcontractors | <input checked="" type="radio"/> YES | <input type="radio"/> NO | |
|---|--------------------------------------|--------------------------|--|
| If yes, please complete the table below. If no, please explain: | | | |
| | | | |
| Subcontractor Name/ Company Name | Company Address/ Phone/ Email | Est. Dollar Amt | Currently DBE Certified? <small>List MBE or WBE</small> |
| | | | |
| | | | |
| | | | |

Continue on back if needed

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Utilization Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

| | |
|-----------------------------------|-------------------|
| Prime Contractor Signature | Print Name |
| | |
| Title | Date |
| | |

This form is to be submitted by the prime contractor within seven (7) days of receipt of the Notice of Award.

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

AMERICAN IRON AND STEEL ACKNOWLEDGEMENT

The Contractor acknowledges to and for the benefit of _____ ("Purchaser") and the State of Ohio (the "State") that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund and/or Drinking Water State Revolving Fund that have statutory requirements commonly known as "American Iron and Steel;" that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

Signature

Date

Name and Title of Authorized Signatory, Please Print or Type

Bidder's Firm

- ☐ Check here if the WPCLF or WSRLA applicant will be requesting an individual waiver for non-American made iron and steel products. Please note that the waiver box does not need to be marked for nationwide waivers.

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

A) FINDINGS FOR RECOVERY – ORC 9.24

B1) CHECK FOR DEBARRED CONTRACTORS IN THE STATE OF OHIO

**B2) CHECK FEDERAL SAM (System for Award Management)
IF FEDERAL FUNDING (include sub-contractors)**

**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)**

Ohio Water Development Authority

CONTRACTOR PAYMENT INSTRUCTION FORM

Contractors receiving funds directly from OWDA must submit this form to OWDA prior to any disbursements. The OWDA loan number can be found by clicking "YOUR LOAN" on the www.owda.org homepage.

Please indicate if the funds should be wired (**OR**) mailed by including either detailed wiring information (**OR**) check mailing information. **Please verify with your bank the correct Federal Wire ABA Routing Number. If the wiring instructions are incorrect, then OWDA will issue a check.**

| | |
|------------------------|----------------|
| Local Government (LGA) | «OwnerMuni» |
| Project Name | «Title» |
| OWDA Loan Number | |
| Contractor Name | «ContractName» |

| | |
|---|--|
| Contractor Wiring Information – Wires to the Contractor should be sent to: | |
| Bank Name | |
| Street Address | |
| City | |
| State, Zip | |
| Federal Wire ABA # | |
| Account # | |

| | |
|---|--|
| Contractor Check Mailing Information – Checks payable to the Contractor should be sent to: | |
| Street Address | |
| City | |
| State, Zip | |
| Attention | |

Authorized Representative:

| | |
|--------------------|------------------------|
| _____ Signature | _____ Email Address |
| _____ Printed | _____ Telephone |
| _____ Title | _____ Fax |
| _____ Date | |