

SECTION 00510

NOTICE OF AWARD

DATE: _____, 2015

TO: _____
(Bidder)

ADDRESS: _____

PROJECT: _____

You are hereby notified that your Bid dated _____, 2019 for the above Contract has been considered. You are the apparent successful bidder and have been awarded a contract for the above named project.

The Contract Price of your contract is \$_____.

Three (3) copies of each of the proposed Contract Documents (except drawings) accompany this Notice of Award. Three (3) sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within **10 DAYS** of the date of this Notice of Award:

1. You must deliver to the Owner three (3) fully executed counterparts of the Agreement, including all the Contract Documents.
2. You must deliver with the executed Agreement, the Payment and Performance Bonds and the Insurance Certificate as specified in the Instructions to Bidders, The General Conditions (Article 5), and the Supplementary Conditions.

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

Within **10 DAYS** after you comply with the foregoing conditions, the Owner will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

OWNER: _____

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by

(Bidder)

this _____ day of _____, 20_____

By _____

Title _____

Copy to Engineer.

END OF SECTION

SECTION 00520

AGREEMENT

THIS AGREEMENT is by and between _____
(hereinafter all Owner) and _____
(hereinafter called Contractor).

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Rehabilitation of sanitary sewers including CIPP Relining Lining, manhole rehabilitation, furnishing of sewer pipe material and installation equipment and television inspection.

ARTICLE 2 THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Sanitary Sewer Rehabilitation, Phase II

ARTICLE 3 ENGINEER

3.01 The Project has been designed by CT Consultants, Inc. (Engineer), who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within 180 calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07B of the General Conditions within 210 calendar days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner the following daily charge:

<u>From More Than</u>	<u>Original Contract Amount</u> <u>To and Including</u>	<u>Daily Charge /</u> <u>Calendar Day</u>
\$ 0	\$ 100,000	\$ 500
100,000	500,000	800
500,000	1,000,000	1,000
1,000,000	3,000,000	1,200
3,000,000	5,000,000	1,500
5,000,000+		2,000

For each day that expires after the Dates and Milestone(s) specified in Paragraph 4.02, liquidated damages as indicated above per calendar day shall be paid by the Contractor to the Owner until the Date or Milestone requirements are met.

ARTICLE 5 CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds as follows:

A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

B. All specific cash allowances are included in the Contract Price and have been computed in accordance with Paragraph 11.02 of the General Conditions.

ARTICLE 6 PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as established at the preconstruction conference during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, Owner will retain an amount equal to 8% of each progress payment application until 50% of the Work has been completed. At 50% completion, further progress payment applications shall be paid in full to the Contractor and no additional amounts will be retained unless the Engineer certifies to the Owner that the job is not proceeding satisfactorily. Amounts previously retained shall not be paid to the Contractor until substantial completion of the Work. At 50% completion of the Work, or any time thereafter when the character and progress of the Work is not satisfactory to Owner on the recommendation of Engineer, additional amounts may be retained, but in no event shall the total retainage be more than 8% of the value of the Work completed.

2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 98% percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 100% percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Material Stored on Site

A. Payment for material and equipment delivered and not incorporated shall be at the rate of 92% of the invoice value of such material. The balance of such invoiced value shall be paid when such material is incorporated into and becomes a part of the work completed to date. Such material compensated in this manner shall become the property of the Owner under the Contract while it remains in storage, but if such material is stolen, destroyed, or damaged by casualty before being used, Contractor shall replace it at his own expense.

6.04 Escrow of Retainage

A. Upon completion of 50% of the Contract, as evidenced by the payments of at least 50% of the value of the Contract to Contractor, monies held in retainage shall be placed in an escrow account in accordance with Chapter 153 of the Ohio Revised Code.

6.05 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 HIERARCHY

7.01 In resolving inconsistencies among two or more sections of the Contract Documents, precedence shall be given in the following order:

- | | |
|----------|--------------------------|
| First: | Written Amendments |
| Second: | Agreement |
| Third: | Change Orders |
| Fourth: | Addenda |
| Fifth: | Supplementary Conditions |
| Sixth: | General Conditions |
| Seventh: | Specifications |
| Eighth: | Drawings |

Figure dimensions (numerical) on Drawings shall take precedence over dimensions measured utilizing a scale.

ARTICLE 8 CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.

E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (page 00520-1 to _____, inclusive).
2. Bid Guaranty and Contract Bond (pages 00430-1 to _____, inclusive).
3. Contract Bond (pages _____ to _____, inclusive).
4. Other bonds
 - a. _____ (page _____ to _____, inclusive).
 - b. _____ (page _____ to _____, inclusive).
 - c. _____ (page _____ to _____, inclusive).
5. General Conditions (pages 00700-1 to _____, inclusive).
6. Supplementary Conditions (pages 00800-1 to _____, inclusive).
7. Specifications as listed in the table of contents of the Project Manual.
8. Drawings _____

inclusive incorporated herein by reference with each sheet bearing the following general title:

9. Addenda (_____).

10. Exhibits to this Agreement (enumerated as follows):

- a. Notice to Proceed (pages 00550-1 to 00550-1, inclusive);
- b. Contractor's Bid (pages 00400-1 to _____, inclusive);

- c. Supplemental Unit Prices are included as part of the Agreement except as noted:

(_____);

- d. Delinquent Personal Property Tax Affidavit;

- e. Evidence of Contract Bond
(letter dated _____ attached);

- f. Documentation submitted by Contractor prior to Notice of Award

(_____);

- g. (_____);

11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

- a. Work Change Directives;

- b. Change Order(s).

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 MISCELLANEOUS

10.01 Terms

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically

stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in triplicate. One counterpart each has been delivered to Owner, Contractor, and Engineer. All portions of the Contract Documents have been signed or identified by Owner and Contractor or identified by Engineer on their behalf.

This Agreement will be effective on _____,
(which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

Name: _____

Name: _____

Address: _____

Address: _____

City, State, Zip _____

City, State, Zip _____

Phone: _____

Phone: _____

Fax No.: _____

Fax No.: _____

E-mail: _____

E-mail: _____

Designated
Representative: _____

Designated
Representative: _____

License No.: _____
(Where applicable)

Agent for Service of Process:

INSTRUCTIONS FOR EXECUTING AGREEMENT

The full name and business address of CONTRACTOR should be inserted and the Agreement should be signed with CONTRACTOR'S official signature. Please have the name of the signing party printed under all signatures to the Agreement.

If CONTRACTOR is operating as a partnership, each partner should sign the Agreement. If the Agreement is not signed by each partner, there should be attached to the Agreement a duly authenticated power of attorney evidencing the signer's (signers') authority to sign such Agreement for and in behalf of the partnership.

If the CONTRACTOR is an individual, the trade name (if CONTRACTOR is operating under a trade name) should be indicated in the Agreement and the Agreement should be signed by such individual. If signed by other than CONTRACTOR, there should be attached to the Agreement a duly authenticated power of attorney evidencing the signer's authority to sign such Agreement for and in behalf of CONTRACTOR.

If CONTRACTOR is a corporation, the following certificate should be executed:

I, _____, certify that I am the _____ of the corporation named as CONTRACTOR herein above; that _____ who signed the foregoing agreement on behalf of CONTRACTOR was then _____ of said corporation; that said Agreement was duly signed for and in behalf of said Corporation by authority of its governing body, and is within the scope of its corporate powers.

CORPORATE SEAL

CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, _____, the duly authorized and acting legal representative of _____, do hereby certify as follows:

I have examined the attached contract(s) and bond(s) and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements are adequate and have/has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof.

CERTIFICATE OF OWNER'S FISCAL OFFICER

I, the undersigned, _____, the duly authorized and acting fiscal representative of _____, do hereby certify as follows:

that the amount required to meet the above obligation has been lawfully appropriated for such purpose and is in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrances.

END OF SECTION

SECTION 00540

DELINQUENT PERSONAL PROPERTY STATEMENT

Name of Bidder: _____

Address: _____

Having been awarded a contract by the Village of Byesville, hereby affirms under oath, pursuant to the Ohio Revised Code Section 5719.042 that at the time this bid was submitted, my company (was) (was not) charged with delinquent personal property taxes on the general tax list of personal property for Guernsey County, Ohio.

If such charge for delinquent personal property tax exists on the general tax list of personal property of Guernsey 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 Bidder 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 the Village of Byesville and _____ (Name of Bidder) and no payment with respect to any contract shall be made unless such a statement has been so incorporated as a part thereof.

Delinquent Personal Property Tax: \$ _____

Penalties: \$ _____

Interest: \$ _____

Bidder: _____

By: _____

Title: _____

Subscribed in my presence, and sworn to me this _____ day of

_____, 20____.

NOTARY PUBLIC

[SEAL]

Ohio Revised Code Section 5719.042

5719.042 Successful bidders on contract with a taxing district to disclose any delinquent personal property taxes.

After the award by a taxing district of any contract let by competitive bid and prior to that 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 the statement shall also set for the amount of such due and unpaid 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 days of the date it is submitted.

A copy of the statement shall also be incorporated into the contract, and no payment shall be made with respect to any contract to which this section applies unless such statement has been so incorporated as a part thereof.

HISTORY: 1982 H 379, eff. 9-21-82

CROSS REFERENCES

See Baldwin's Ohio School Law, Text 105.07

END OF SECTION

SECTION 00550

NOTICE TO PROCEED

TO: _____

ADDRESS: _____

PROJECT: _____

CONTRACT FOR: _____

You are hereby notified that the Contract Time under the above Contract will commence to run on: _____, 201__. By that date, you are to start performing your obligations under the Contract Documents. In accordance with the provisions in the Contract Agreement., Section 3.1 the Date of Substantial Completion is: _____calendar days after the date of commencement of the Work specified above, or not later than _____, 201__.

Section 3.02 of the Contract Agreement provides for an assessment of liquidated damages for each and every calendar day after the above established contract completion date that the Work remains incomplete.

Before you start any Work at the site, Paragraph 2.05 of the General Conditions provides that you must study the Contract Documents and verify figures and field dimension, and must report any observed errors or discrepancies and/or any concerns at this time.

Also, before you may start any Work at the site, you must:

1. Submit to the Engineer the Proposed Schedule called for in Section 01310.

OWNER:

By: _____ Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by

_____, this _____ day of _____, 201__.

By: _____ Title: _____
(Contractor's Representative)

Copy to Engineer (Use certified Mail, Return Receipt Requested)

END OF SECTION

SECTION 00610

CONTRACT BOND

(O.R.C. § 153.57)

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned _____ ("Contractor"), as principal, and _____, as Surety, are hereby held and firmly bound unto the _____ ("Owner") as obligee, in the penal sum of _____ Dollars (\$_____), for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that whereas, the above-named principal did on the _____ day of _____, 20__, enter into a contract with the Owner for _____ related to _____ ("Project"), which said contract is made a part of this bond the same as though set forth herein:

Now, if the said Contractor shall well and faithfully do and perform the things agreed by the Contractor to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor 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 any materialman or laborer 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 penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions, or additions in or to the terms of the said contract or in or to the plans or specifications therefore shall in any wise affect the obligations of said surety on its bond, and does

hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

Signed and sealed this _____ day of _____, 20__.

(PRINCIPAL)

(SURETY)

By: _____

By: _____

Printed Name & Title: _____

Printed Name & Title: _____

Surety's Address: _____

Surety's Telephone Number: _____

Surety's Fax Number: _____

NAME OF SURETY'S AGENT

Surety's Agent's Address: _____

Surety's Agent's Telephone Number: _____

Surety's Agent's Fax Number: _____
