

BID FORM

1.01 BID SUBMITTED BY:

(Contractor)

DATED: _____

1.02 DELIVER TO: Smoot Elford McDaniels (Attention: Treasurer, Reynoldsburg City Schools)
1907 Leonard Avenue
Columbus, Ohio 43219

1.03 Having viewed the Drawings and read the Specifications for the Project entitled:

Athletic and Eco-Lab Structures

and having also received, read and taken into account the following Addenda:

Addendum No. _____, dated _____;

Addendum No. _____, dated _____;

Addendum No. _____, dated _____;

Addendum No. _____, dated _____;

and likewise having inspected the site and the conditions affecting and governing the Project and confirmed the location of the site utilities and all existing structures, the undersigned hereby proposes to furnish all materials and to perform all labor, as specified and described in the said Specifications and/or as shown on the said Drawings for all work necessary to complete the Project on a timely basis and in accordance with the Contract Documents regardless of whether expressly provided for in such Specifications and Drawings.

1.04 Before completing the Bid Form, the undersigned represents that it has carefully reviewed the Notice to Bidders, Instructions to Bidders, Bid Form, Form of Bid Guaranty and Contract Bond, Contractor's Affidavit (ORC 5719.042), Owner-Contractor Agreement, General Conditions of the Contract (AIA A201-2007 edition) (as modified), Project Specifications, and the Project Schedule. Failure to comply with provisions of the Contract Documents may be cause for disqualification of the bid.

1.05 BOND AND CONTRACT: If the undersigned is notified of bid acceptance, it agrees to furnish required bond as indicated in Instructions to Bidders.

1.06 COMPLETION OF WORK: In submitting a bid, the undersigned agrees to execute the Owner-Contractor Agreement in the form included in the Contract Documents and to substantially complete its work as required by the Contract Documents.

NOTE A: The wording of the Bid Form shall be used throughout, without change, alteration, or addition. Any change may cause it to be rejected.

NOTE B: Bidder is cautioned to bid only on the "Brands" specified.

NOTE C: See Section 01230 for description of Alternates.

2.01 BID:

All labor and material for the contracts listed below. Bidder is to fill in all blanks related to the Bid Package for which a bid is being submitted. If no bid is submitted for an item, leave the item blank or insert "NO BID" in the blank. For alternate items, indicate whether the amount stated is in addition to or a deletion from the base bid amount.

ITEM 1 BP #251 – General Trades

ALL LABOR AND MATERIALS, for the sum of \$ _____

Sum in words: _____

Alternate A1 – 133433 - Prefabricated Precast Building

If alternate is accepted, add to(or deduct from) Base Bid \$ _____

Sum in words: _____

Alternate A2 – 133433 - Prefabricated Precast Building

If alternate is accepted, add to(or deduct from) Base Bid \$ _____

Sum in words: _____

Alternate B1 – 133423 – Building Package

If alternate is accepted, add to(or deduct from) Base Bid \$ _____

Sum in words: _____

Alternate B2 – 133423 – Building Package

If alternate is accepted, add to(or deduct from) Base Bid \$ _____

Sum in words: _____

Alternate C1 – Concrete Paving

If alternate is accepted, add to(or deduct from) Base Bid \$ _____

Sum in words: _____

Alternate D1 – Concrete Sidewalks

If alternate is accepted, add to(or deduct from) Base Bid \$ _____

Sum in words: _____

ITEM 2 BP #252 – Plumbing

ALL LABOR AND MATERIALS, for the sum of \$ _____

Sum in words: _____

Alternate A1 – 133433 - Prefabricated Precast Building

If alternate is accepted, add to(or deduct from) Base Bid \$ _____

Sum in words: _____

Alternate A2 – 133433 - Prefabricated Precast Building

If alternate is accepted, add to(or deduct from) Base Bid \$ _____

Sum in words: _____

Alternate B1 – 133423 – Building Package

If alternate is accepted, add to(or deduct from) Base Bid \$ _____

Sum in words: _____

Alternate B2 – 133423 – Building Package

If alternate is accepted, add to(or deduct from) Base Bid \$ _____

Sum in words: _____

Alternate C1 – Concrete Paving

If alternate is accepted, add to(or deduct from) Base Bid \$ _____

Sum in words: _____

Alternate D1 – Concrete Sidewalks

If alternate is accepted, add to(or deduct from) Base Bid \$ _____

Sum in words: _____

ITEM 3 BP #253 – Fire Protection

ALL LABOR AND MATERIALS, for the sum of \$ _____

Sum in words: _____

Alternate A1 – 133433 - Prefabricated Precast Building

If alternate is accepted, add to(or deduct from) Base Bid \$ _____

Sum in words: _____

Alternate A2 – 133433 - Prefabricated Precast Building

If alternate is accepted, add to(or deduct from) Base Bid \$ _____

Sum in words: _____

Alternate B1 – 133423 – Building Package

If alternate is accepted, add to(or deduct from) Base Bid \$ _____

Sum in words: _____

Alternate B2 – 133423 – Building Package

If alternate is accepted, add to(or deduct from) Base Bid \$ _____

Sum in words: _____

Alternate C1 – Concrete Paving

If alternate is accepted, add to(or deduct from) Base Bid \$ _____

Sum in words: _____

Alternate D1 – Concrete Sidewalks

If alternate is accepted, add to(or deduct from) Base Bid \$ _____

Sum in words: _____

ITEM 4 BP #254 – HVAC

ALL LABOR AND MATERIALS, for the sum of \$ _____

Sum in words: _____

Alternate A1 – 133433 - Prefabricated Precast Building

If alternate is accepted, add to(or deduct from) Base Bid \$ _____

Sum in words: _____

Alternate A2 – 133433 - Prefabricated Precast Building

If alternate is accepted, add to(or deduct from) Base Bid \$ _____

Sum in words: _____

Alternate B1 – 133423 – Building Package

If alternate is accepted, add to(or deduct from) Base Bid \$ _____

Sum in words: _____

Alternate B2 – 133423 – Building Package

If alternate is accepted, add to(or deduct from) Base Bid \$ _____

Sum in words: _____

Alternate C1 – Concrete Paving

If alternate is accepted, add to(or deduct from) Base Bid \$ _____

Sum in words: _____

Alternate D1 – Concrete Sidewalks

If alternate is accepted, add to(or deduct from) Base Bid \$ _____

Sum in words: _____

ITEM 5 BP #255 – HVAC

ALL LABOR AND MATERIALS, for the sum of \$ _____

Sum in words: _____

Alternate A1 – 133433 - Prefabricated Precast Building

If alternate is accepted, add to(or deduct from) Base Bid \$ _____

Sum in words: _____

Alternate A2 – 133433 - Prefabricated Precast Building

If alternate is accepted, add to(or deduct from) Base Bid \$ _____

Sum in words: _____

Alternate B1 – 133423 – Building Package

If alternate is accepted, add to(or deduct from) Base Bid \$ _____

Sum in words: _____

Alternate B2 – 133423 – Building Package

If alternate is accepted, add to(or deduct from) Base Bid \$ _____

Sum in words: _____

Alternate C1 – Concrete Paving

If alternate is accepted, add to(or deduct from) Base Bid \$ _____

Sum in words: _____

Alternate D1 – Concrete Sidewalks

If alternate is accepted, add to(or deduct from) Base Bid \$ _____

Sum in words: _____

[insert bid packages, with alternates and unit prices (if any), and include combined bid options]

3.01 INSTRUCTIONS FOR SIGNING

- A. The person signing for a sole proprietorship must be the sole proprietor or his authorized representative. The name of the sole proprietor must be shown below.
- B. The person signing for a partnership must be a partner or his authorized representative.
- C. The person signing for a corporation must be the president, vice president or other authorized representative; or he must show authority, by affidavit, to bind the corporation.
- D. The person signing for some other legal entity must show his authority, by affidavit, to bind the legal entity.

4.01 BIDDER CERTIFICATIONS. The Bidder hereby acknowledges that the following representations in this bid are material and not mere recitals:

- 1. The Bidder has read and understands the Contract Documents and agrees to comply with all requirements of the Contract Documents, regardless of whether the Bidder has actual knowledge of the requirements and regardless of any statement or omission made by the Bidder which might indicate a contrary intention.
- 2. The Bidder represents that the bid contains the name of every person interested therein and is based upon the Standards specified by the Contract Documents.
- 3. The Bidder has visited the Project site, become familiar with local conditions and has correlated personal observations about the requirements of the Contract Documents. The Bidder has no outstanding questions regarding the interpretation or clarification of the Contract Documents.
- 4. The Bidder and each person signing on behalf of the Bidder certifies, and in the case of a bid by joint venture, each member thereof certifies as to such member's entity, under penalty of perjury, that to the best of the undersigned's knowledge and belief: (a) the Base Bid, any Unit Prices and any Alternate bid

in the bid have been arrived at independently without collusion, consultation, communication or agreement, or for the purpose of restricting competition as to any matter relating to such Base Bid, Unit Prices or Alternate bid with any other Bidder; (b) unless otherwise required by law, the Base Bid, any Unit Prices and any Alternate bid in the bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the bid opening, directly or indirectly, to any other Bidder who would have any interest in the Base Bid, Unit Prices or Alternate bid; (c) no attempt has been made or will be made by the Bidder to induce any other Person to submit or not to submit a bid for the purpose of restricting competition; and (d) the statements made in the Bidder's Affidavit are true and correct, to the best of the Bidder's knowledge and information.

5. The Bidder will execute the form of Owner/Contractor Agreement in the form included with the Contract Documents, if a Contract is awarded on the basis of this bid, and if the Bidder does not execute the Contract Form for any reason, other than as authorized by law, the Bidder and the Bidder's Surety are liable to the Library as provided in the Instructions to Bidders.
6. The Bidder certifies that the upon the award of a Contract, the Contractor will make a good faith effort to ensure that all of the Contractor's employees, while working on the Project site, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
7. The Bidder agrees to furnish any information requested by the Architect or the Owner's authorized representative to evaluate that the Bidder is responsible and that the bid is responsive to the specifications.
8. The Bidder agrees to furnish the submittals required by the Instructions to Bidders for execution of the Owner/Contractor Agreement within 10 days of the date of the Notice of Intent to Award.
9. The Bidder certifies that it has no unresolved findings for recovery issued by the Auditor of State.

NOTE: The Bidder should review the Contract Documents and the site and conditions under which the Work will be performed so that he can give the acknowledgments contained above.

LEGAL NAME OF BIDDER: _____

BIDDER IS: _____
(sole proprietor, partnership, corporation or other legal entity)

NAME OF PERSON LEGALLY AUTHORIZED TO BIND BIDDER TO A CONTRACT:

(print)

SIGNATURE: _____

TITLE: _____

ADDRESS: _____

PHONE: _____

FAX: _____

EMAIL ADDRESS: _____

FEDERAL TAX ID NO. _____

DATE SIGNED _____

When the Bidder is a partnership or a joint venture, state name and address of each partner in the partnership or participant in the joint venture below:

Name

Address

Name

Address

Name

Address

Name

Address

Name

Address

BID GUARANTY AND CONTRACT BOND
(O.R.C. § 153.571)

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned _____
_____ ("Contractor") as principal and
_____ as surety are hereby held and
firmly bound unto the Board of Education of the Reynoldsburg City School District, located in Franklin
County, Ohio, as obligee in the penal sum of the dollar amount of the proposal submitted by the principal
to the obligee on _____, 2011, for the Athletic and Eco-Lab Structures ("Project"). The
penal sum referred to herein shall be the dollar amount of the principal's proposal to the obligee,
incorporating any additive or deductive Alternates made by the principal on the date referred to above to
the obligee, which are accepted by the obligee. In no case shall the penal sum exceed the amount of
_____ Dollars (\$_____). (If
the foregoing blank is not filled in, the penal sum will be the full amount of the principal's proposal,
including all Alternates. Alternatively, if the blank is filled in the amount stated must not be less than the full
amount of the proposal including add Alternates, in dollars and cents. A percentage is not acceptable.)
For the payment of the penal sum 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 has
submitted a proposal for work on the Project.

Now, therefore, if the obligee accepts the proposal of the principal and the principal fails to enter
into a proper contract in accordance with the proposal, plans, details, specifications, and bills of material;
and in the event the principal pays to the obligee the difference not to exceed ten percent (10%) of the
penalty hereof between the amount specified in the proposal and such larger amount for which the obligee
may in good faith contract with the next lowest proposer to perform the work covered by the proposal; or in
the event the obligee does not award the contract to the next lowest proposer and resubmits the project
for proposals, the principal pays to the obligee the difference not to exceed ten percent (10%) of the
penalty hereof between the amount specified in the proposal, or the costs, in connection with the
resubmission, of printing new contract documents, required advertising, and printing and mailing notices
to prospective proposers, whichever is less, then this obligation shall be null and void, otherwise to remain
in full force and effect; if the obligee accepts the proposal of the principal and the principal within ten (10)
days after the awarding of the contract enters into a proper contract in accordance with the proposal,
plans, details, specifications, and bills of material, which said contract is made a part of this bond the
same as though set forth herein.

Now also, if the said principal shall well and faithfully do and perform the things agreed by said
principal 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; and surety shall
indemnify the obligee against all damage suffered by failure of the principal to perform the contract
according to its provisions and in accordance with the plans, details, specifications, and bills of material
therefor and to pay all lawful claims of subcontractors, materialmen, and laborers for labor performed or
material furnished in carrying forward, performing, or completing the contract and surety further agrees
and assents that this undertaking is for the benefit of any subcontractor, materialman, or laborer having a
just claim, as well as for the obligee; 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)

By: _____

Printed Name & Title: _____

(SURETY)

By: _____

Printed Name & Title: _____

Surety's Address: _____

Surety's Telephone Number: _____

Surety's Fax Number: _____

NAME OF SURETY'S AGENT

Surety Agent's Address: _____

Surety Agent's Telephone Number: _____

Surety Agent's Fax Number: _____

Surety Agent's Email Address: _____

NOTE: The Contract Bond form that follows is to be used ONLY by a bidder that is determined to have submitted the lowest and best bid and that submits a form of bid guaranty other than the combined Bid Guaranty and Contract Bond with its bid. If a bidder submits a combined Bid Guaranty and Contract Bond, then the bid guaranty becomes the contract bond when the contract is awarded.

3

3

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4

Bond No. _____

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 Board of Education of the Reynoldsburg City School District, located in Franklin County, Ohio (the "Board") 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 Board for the Athletic and Eco-Lab Structures ("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)
By: _____
Printed Name & Title: _____

(SURETY)
By: _____
Printed Name & Title: _____

Surety's Address: _____

Surety's Tel. Number: _____

Surety's Fax Number: _____

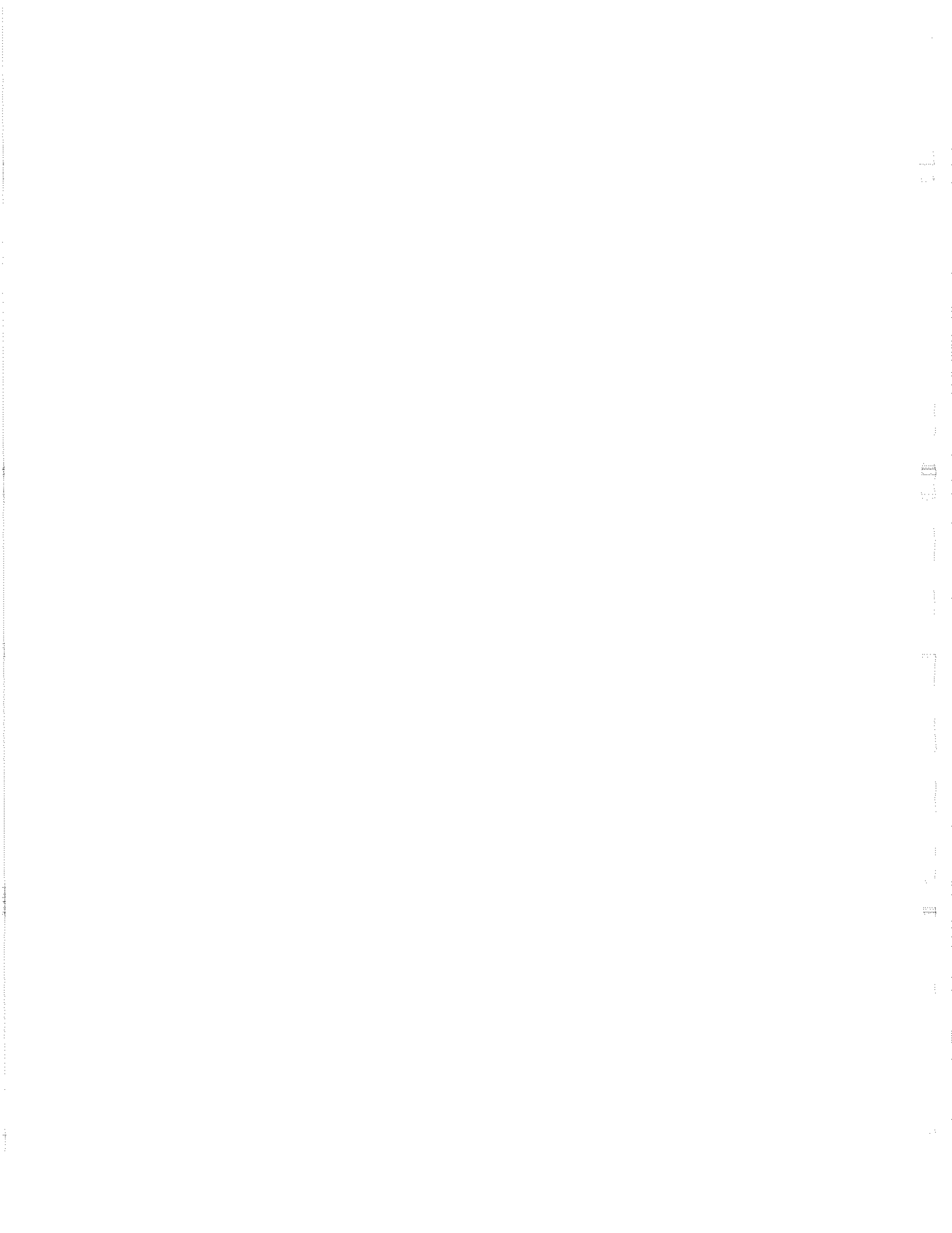
NAME OF SURETY'S AGENT

Surety Agent's Address: _____

Surety Agent's Tel. Number: _____

Surety Agent's Fax Number: _____

Surety Agent's Email Address: _____



CONTRACTOR'S PERSONAL PROPERTY TAX AFFIDAVIT
(O.R.C. § 5719.042)

State of _____
County of _____, ss:

_____, being first duly sworn, deposes and says that he is the
(Name)

_____ of _____ with offices located at
(Title) (Contractor)

_____, and as its duly
(Address of Contractor)

authorized representative, states that effective this ____ day of _____, 20__.

(Name of Contractor)

() is charged with delinquent personal property taxes on the general list of personal property as set forth below:

<u>County</u>	<u>Amount</u> (include total amount penalties and interest thereon)
Franklin County	\$ _____
_____ County	\$ _____
_____ County	\$ _____

() is not charged with delinquent personal property taxes on the general list of personal property in any Ohio county.

(Affiant)

Sworn to and subscribed before me by the above-named affiant this ____ day of _____, 20__.

(Notary Public)

My commission expires

_____, 20__



Reynoldsburg City School District
SUPPLEMENT TO AIA DOCUMENT A305

AIA Document A305 is modified as follows:

Paragraph 3.5: Modify Paragraph 3.5 as follows:

3.5 Provide the following information for each contract your organization has had during the last five (5) years, including current contracts, where the Contract Sum is fifty per cent (50%) or more of the bid amount for this Project, including add alternates. If there are more than ten (10) of these contracts only provide information on the most recent ten (10) contracts, including current contracts.

PROJECT AND WORK	CONTRACT SUM	OWNER'S REP. AND TEL. NO.	ARCHITECT'S REP. AND TEL. NO.

3.5.1 Provide the following information for each project your organization has had during the last five (5) years, which your organization believes is of comparable or greater size and complexity than the Owner's project. If there are more than five (5) of these projects, only provide information on the most recent five (5) projects, including current projects.

PROJECT AND WORK	CONTRACT SUM	OWNER'S REP. AND TEL. NO.	ARCHITECT'S REP. AND TEL. NO.

3.5.2 State average amount of construction work your organization has performed during the last five years.

3.5.3 If any of the following members of your organization's management--president, chairman of the board, or any director--operates or has operated another construction company during the last five (5) years, identify the member of management and provide the foregoing information for that company.

3.5.4 If your organization is operating under a trade name registration with the Secretary of State for the State of Ohio, identify the entity for which the trade name is registered. If none, state "none."

3.5.5. If your organization is a division or wholly-owned subsidiary of another entity or has another relationship with another entity, identify the entity of which it is a division or wholly-owned subsidiary or with which it has another relationship and also identify the nature of the relationship. If none, state "not applicable."

New Paragraph 3.7. Add the following new paragraph:

3.7 Who will be the Project Engineer, Project Manager, and/or Project Superintendent on this Project? Provide background information on each individual to be assigned to the Project--e.g., training, education, and experience.

OWNER-CONTRACTOR AGREEMENT

OWNER:

The Board of Education of the
Reynoldsburg City School District
7244 E. Main St.
Reynoldsburg, OH 43068-2014
Phone: (614) 501-5793 (General)

Contact: Ron Strussion, Director of
Business Affairs

Contract: _____

Alternates: _____

Contractor: _____

Address: _____

Phone: _____

Fax: _____

Date: _____

PROJECT:

ATHLETIC AND ECO-LAB STRUCTURES
Livingston Avenue Campus, Summit Road Campus,
and Baldwin Road Junior High School

This document is an agreement between the Owner and the Contractor for the Work (also referred to as the "Agreement") described in the Contract Documents related to the Contract identified above for the Project and is effective as of the date set forth above ("Effective Date of this Agreement"), which if no date is entered shall be the date the Agreement was signed by the Owner.

The Owner and the Contractor agree as set forth in the following paragraphs:

1. CONTRACT DOCUMENTS. The Contract Documents consist of the following documents:
 - A. Notice to Bidders;
 - B. Instructions to Bidders;
 - C. Bid Form;
 - D. Bid Guaranty and Contract Bond Form
 - E. Contract Bond Form
 - F. Contractor's Personal Property Tax Affidavit (O.R.C. §5719.042);
 - G. Owner-Contractor Agreement;
 - H. General Conditions of the Contract for Construction (AIA Document A232-2009, as modified);
 - I. Drawings;
 - J. Specifications;
 - K. Addenda issued;
 - L. Statement of Claim Form and Instructions;
 - M. Declaration Regarding Material Assistance/Nonassistance to a Terrorist Organization and Terrorist Exclusions List; and
 - N. Modifications issued after the execution of the contract, including:
 - i. A written amendment to the Agreement signed by both parties;
 - ii. A Change Order;
 - iii. A Work Change Directive; or,
 - iv. A written order for a minor change of the Work issued by the Design Professional in accordance with the General Conditions

Note: Non-Contract Documents.

- (1) The following are the reports and tests of subsurface conditions at or contiguous to the Site, if any, that the Design Professional has used in preparing the Contract Documents. These are not Contract Documents. The General Conditions, as modified, contain additional terms related to these reports and tests. (None, if none are listed).
- (2) The following are those reports and drawings related to any Hazardous Conditions at the Site, if any. These are not Contract Documents. The General Conditions, as modified, contain additional terms related to these reports and drawings. (None if none are listed).

2. DESIGN PROFESSIONAL AND CONSTRUCTION MANAGER RELATIONSHIPS. The Contract Documents shall not be construed to create a contractual relationship of any kind between Construction Manager and the Design Professional or between the Construction Manager and the Contractor, or any Subcontractor or Material Supplier to the Project, or between the Design Professional and the Contractor or any Subcontractor or Material Supplier to the Project. The Construction Manager and the Design Professional, however, shall be entitled to performance of the obligations of the Contractor intended for its benefit and to enforcement of such obligations, but nothing contained herein shall be deemed to give the Contractor or any third party any claim or right of action against the Construction Manager or Design Professional that does not otherwise exist without regard to this Contract. The Contractor and its Subcontractors shall not be deemed to be beneficiaries of any of the acts or services of the Construction Manager and the Design Professional that are performed for the sole benefit of the Owner. The Contractor shall forward all communications to the Owner and Design Professional through the Construction Manger and hereby acknowledges and agrees that any instructions, reviews, advice, approvals, orders, or directives that are rendered to it by the Construction Manager are specifically authorized and directed by the Owner to the Contractor through the Construction Manager acting on behalf of the Owner.

2.1 The Design Professional (also called the "Architect") is:

Moody Nolan, Inc.
300 Spruce Street, Suite 300
Columbus, OH 43215
Telephone: (614) 461-4661; Fax: (614) 280-2881
The Design Professional's representative is Brent Wilcox, AIA.

2.2 The Construction Manager is:

Smoot Elford McDaniels
1907 Leonard Avenue
Columbus, Ohio 43219
Telephone: (614) 367-0438; Fax: (614) 367-0562
The Construction Manager's representative is Jeff Rankey.
Email: frankey@sjvcm.com

3. TIME FOR COMPLETION AND PROJECT COORDINATION.

3.1 DATE FOR COMMENCEMENT. The date for commencement of the Work shall be the date established in a written Notice to Proceed issued by the Owner, through the Design Professional or the Construction Manager, to the Contractor. If no Notice to Proceed is issued, then the date for commencement shall be the Effective Date of the Agreement. The date for commencement of the Work shall be within sixty (60) days from the bid opening date, unless the Owner and the Contractor agree to a

later date. If there is any other date for commencement of the Work in the bid documents, Contract Documents or elsewhere, it is agreed that such other date is a tentative date and may not be relied upon by the Contractor. If the date for commencement of the Work is later than sixty (60) days from the bid opening date or, if applicable, the later date agreed to by the Owner and the Contractor, the Contractor may submit a Claim in accordance with the Contract Documents.

3.2 DATE FOR SUBSTANTIAL COMPLETION. The Contractor shall have its Work on the Project Substantially Complete by the following date or within the following Contract Time (in calendar days) _____, 2011. The Date for Substantial Completion is the foregoing date or date calculated using the Contract Time. The Date for Substantial Completion shall only be changed or modified by Change Order, other Modification, or a Claim that is Finally Resolved regardless of any dates in any schedule created by any person, including the Coordinating Contractor. The Contract Time shall run from the date of the Notice to Proceed or if there is no Notice to Proceed from the Effective Date of this Agreement.

3.2.1 Substantial Completion is the time at which the Work has progressed to the point where the Work is sufficiently complete, in accordance with the Contract Documents, so that the Work can be utilized for the purposes for which it is intended. Final Completion shall mean that the Work is complete in accordance with the Contract Documents and the Contractor has submitted to the Design Professional all documents required to be submitted to the Design Professional for final payment. A Claim is "Finally Resolved" when the claim process is complete and not subject to further proceedings.

3.2.2 SHUTDOWN DATES. Due to events scheduled by the Owner and/or other Owner considerations, Contractor will not be able to perform Work on the Project on the following dates (there are no shutdown dates if none listed):

_____ None _____

Contractor's Construction Schedule for performing the Work shall account for Contractor not being able to perform Work on these dates and the contractual dates for Substantial Completion and Final Completion will not be changed due to Contractor not being able to perform Work on these dates.

3.3 PROJECT TIME SCHEDULE. The Construction Manager shall develop the Project Time Schedule as provided in the Contract Documents. Within ten (10) calendar days of the receipt of the proposed Project Time Schedule from the Construction Manager, the Contractor shall furnish for consideration of the Construction Manager information for the scheduling of the times and sequences of operations required for its Work to meet the Owner's overall schedule requirements as set forth in the milestone schedule contained in the Scope of Work, including, but not limited to, proposed staffing levels for each phase of the Work, proposed dates for material fabrication and delivery, and proposed dates for equipment delivery. The Construction Manager shall consider, but is not bound by, the information supplied by the Contractor. The Construction Manager shall revise the initial Project Time Schedule in substantial compliance with the schedule information included with the Contract Documents and may thereafter from time to time make changes to the Project Time Schedule. The Contract Documents shall govern whether the Contractor is entitled to any additional compensation due to changes in the Project Time Schedule. The Contractor's obligation to furnish requested scheduling information is a material term of its Contract, the breach of which may be justification for withholding payment otherwise due the Contractor. Inclusion of the proper staffing levels in the Project Time Schedule shall not constitute approval of such staffing levels. The Contractor shall continuously monitor the Project Time Schedule so as to be familiar with the timing, phasing, and sequence of operations of the Work and of other Work on the Project and shall execute the Work in accordance with the requirements of the Project Time Schedule, including any revisions thereto.

3.4 LIQUIDATED DAMAGES. If the Contractor does not have its Work on the Project Substantially Complete by its Date for Substantial Completion or Finally Complete within forty-five (45) days of achieving Substantial Completion, the Contractor shall pay the Owner (and the Owner may set off

from sums coming due the Contractor) Liquidated Damages in the per diem amounts as set forth in the following tables, whichever may be applicable:

**LIQUIDATED DAMAGES – FAILURE TO COMPLETE WORK
BY THE DATE FOR SUBSTANTIAL COMPLETION**

<u>Contract Amount</u>	<u>Dollars Per Day</u>
\$1.00 to \$50,000.00	\$ 250.00
\$50,000.01 to \$150,000.00	\$ 500.00
\$150,000.01 to \$500,000.00	\$ 1,000.00
\$500,000.00 to \$2,000,000.00	\$ 1,500.00
\$2,000,000.01 to \$5,000,000.00	\$ 2,500.00
\$5,000,000.01 and above	\$ 3,000.00

**LIQUIDATED DAMAGES – FAILURE TO ACHIEVE FINAL COMPLETION
OF THE WORK WITHIN 30 DAYS OF SUBSTANTIAL COMPLETION**

<u>Contract Amount</u>	<u>Dollars Per Day</u>
\$1.00 to \$50,000.00	\$ 50.00
\$50,000.01 to \$150,000.00	\$ 100.00
\$150,000.01 to \$500,000.00	\$ 200.00
\$500,000.00 to \$2,000,000.00	\$ 300.00
\$2,000,000.01 to \$5,000,000.00	\$ 500.00
\$5,000,000.01 and above	\$ 600.00

In addition to such Liquidated Damages, the Contractor shall indemnify, defend and hold the Owner and its employees and agents harmless from any and all claims, whether or not such claims are proven, and from all costs and expenses incurred, as a result of or related to such claims, including but not limited to attorneys' and consultants' fees and expenses, provided that such claims arise out of or are related to the Contractor's failure to Substantially Complete its Work by its Date for Substantial Completion or its failure to Finally Complete its Work within forty-five (45) days of its Date for Substantial Completion. The Contractor's obligation to indemnify, defend and hold the Owner harmless under this Section 3.5 shall be joint and several. These Liquidated Damages are in addition to any other remedies available to the Owner under the Contract Documents.

The Contractor acknowledges that such amounts of Liquidated Damages represent a reasonable estimate of the actual damages for loss of or interference with the intended use of the Project that the Owner would incur if the Contractor's Work is not Substantially Complete by its Date for Substantial Completion or Finally Complete by the required date for Final Completion.

4. CONTRACT SUM (also called the Contract Price). The lump sum Contract Sum to be paid by the Owner to the Contractor, as provided herein, for the satisfactory performance and completion of the Work and all of the duties, obligations, and responsibilities of the Contractor under this Agreement and the other Contract Documents is

Dollars (\$ _____). The Contract Sum includes all federal, state, county, municipal, and other taxes imposed by law, including but not limited to any sales, use, and personal property taxes payable by or levied against the Contractor on account of the Work or the materials incorporated into the Work. The Contractor will pay any such taxes. The Contract Sum includes the following:

Base Bid Amount: \$ _____
 Alternate No. ____ \$ _____
 Alternate No. ____ \$ _____

If after Substantial Completion of its Work, the Contractor fails to submit its final payment application with all the documents required to be submitted with such application within ninety (90) days after written notice to do so from the Owner and without prejudice to any other rights and remedies the Owner may

have available to it, the balance of the Contract Sum shall become the Owner's sole and exclusive property, and the Contractor shall have no further interest in or right to such balance.

5. **RETAINAGE.** Retainage applicable to the Contract by Ohio Revised Code Sections 153.12, .13, and .14 will be withheld as defined in the General Conditions. The Contractor agrees that the financial institution selected by the Owner for deposit of retained funds is acceptable to the Contractor and will sign any documents requested related to said account.

6. **LIMITATION ON LIABILITY.** The Owner's total liability under this Agreement will be limited to the amount set forth in the Fiscal Officer's certificate accompanying this Agreement. Under no circumstances will the elected officials, officers, employees, board or council members, or agents of the Owner be personally liable for any obligations or claims arising out of or related to this Agreement.

7. **GENERAL.**

7.1 **MODIFICATION.** No modification or waiver of any of the terms of this Agreement or of any other Contract Documents will be effective against a party unless set forth in writing and signed by or on behalf of a party. In the case of the Owner, the person executing the modification or waiver must have express authority to execute the Modification on behalf of the Owner pursuant to a resolution that is duly adopted by the Owner. Under no circumstances will forbearance, including the failure or repeated failure to insist upon compliance with the terms of the Contract Documents, constitute the waiver or modification of any such terms. The parties acknowledge that no person has authority to modify this Agreement or the other Contract Documents or to waive any of its or their terms, except as expressly provided in this section.

7.2 **ASSIGNMENT.** The Contractor may not assign this Agreement without the written consent of the Owner, which the Owner may withhold in its sole discretion.

7.3 **LAW AND JURISDICTION.** All questions regarding the validity, intention, or meaning of this Agreement or any modifications of it relating to the rights and obligation of the parties will be construed and resolved under the laws of the State of Ohio. Any suit, which may be brought to enforce any provision of this Agreement or any remedy with respect hereto, shall be brought in the Common Pleas Court of the county in Ohio in which the Owner's principal office is located, and each party hereby expressly consents to the jurisdiction of such court.

7.4 **CONSTRUCTION.** The parties acknowledge that each party has reviewed this Agreement and the other Contract Documents and entered into this Agreement as a free and voluntary act. Accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement, the other Contract Documents, or any amendments or exhibits to it or them.

7.5 **APPROVALS.** Except as expressly provided herein, the approvals and determinations of the Owner and Design Professional will be subject to the sole discretion of the respective party and be valid and binding on the Contractor, provided only that they be made in good faith, i.e., honestly. If the Contractor challenges any such approval or determination, the Contractor has the burden of proving that it was not made in good faith by clear and convincing evidence.

7.6 **PARTIAL INVALIDITY.** If any term or provision of this Agreement is found to be illegal, unenforceable, or in violation of any laws, statutes, ordinances, or regulations of any public authority having jurisdiction, then, notwithstanding such term or provision, this Agreement will remain in full force and effect and such term will be deemed stricken; provided this Agreement will be interpreted, when possible, so as to reflect the intentions of the parties as indicated by any such stricken term or provision.

7.7 **COMPLIANCE WITH LAWS AND REGULATIONS.** The Contractor, at its expense, will comply with all applicable federal, state, and local laws, rules, and regulations applicable to the Work, including but not limited to Chapter 4115 of the Ohio Revised Code and Sections 153.59 and 153.60 of the Ohio Revised Code, which prohibit discrimination in the hiring and treatment of employees, with respect to which the Contractor agrees to comply and to require its subcontractors to comply.

7.7.1 **NON-DISCRIMINATION.** Contractor agrees:

- .1 That in the hiring of employees for the performance of Work under this Agreement or in any subcontract, neither the Contractor, subcontractor, or any person acting on behalf of either of them, shall by reason of race, creed, sex, disability as defined in Section 4112.01 of the Ohio Revised Code, or color discriminate against any citizen of the state in the employment of labor or workers who are qualified and available to perform the Work to which the employment relates.
- .2 That neither the Contractor, subcontractor, nor any person acting on behalf of either of them shall, in any manner, discriminate against or intimidate any employee hired for the performance of Work under this Agreement on account of race, creed, sex, disability as defined in Section 4112.01 of the Ohio Revised Code, or color.
- .3 That there shall be deducted from the amount payable to the Contractor by the Owner under this Agreement a forfeiture of twenty-five dollars (\$25.00) as required by Ohio Revised Code Section 153.60 for each person who is discriminated against or intimidated in violation of this Agreement.
- .4 That this Agreement may be canceled or terminated by the Owner and all money to become due hereunder may be forfeited for a second or subsequent violation of the terms of this section of this Agreement.

7.7.2 ETHICS. By signing and entering into this agreement with the Owner, the Contractor represents that it is familiar with all applicable ethics law requirements, including without limitation Sections 102.04 and 3517.13 of the Ohio Revised Code, and certifies that it is in compliance with such requirements. The Contractor understands that failure to comply with the ethics laws is, in itself, grounds for termination of this contract and may result in the loss of other contracts with the Owner.

7.7.3 NON-COLLUSION; CONFLICTS OF INTEREST. By signing and entering into this agreement with the Owner, the Contractor represents that it has not engaged in any collusion related to the contract amount or during the pre-bid period prior to submitting a bid for the work. Contractor further represents by signing and entering into this agreement with the Owner that it has not done anything that would be a conflict of interest related to the work covered by this agreement with the Owner or any member of the Owner's Board of Education, administrative team, faculty, or staff.

7.8 JOB MEETINGS. The Contractor or one of its representatives with authority to bind the Contractor will attend all job meetings. The Owner anticipates that job meetings will be scheduled on a weekly basis during construction or as needed. The Contractor will ensure that its Subcontractors also hold regular job meetings at which safety issues and job matters are discussed as these relate to the Work being performed. Job meetings include, but are not limited to, pre-construction meetings, weekly job meetings, weekly safety tool box meetings, and monthly safety meetings.

7.9 PROPERTY TAX AFFIDAVIT. The Contractor's affidavit given under Section 5719.024, Ohio Revised Code, is incorporated herein.

7.10 PARTNERING. Contractor agrees that it will participate, as part of the Contract Sum, in any partnering sessions scheduled by Owner.

7.11 ENTIRE AGREEMENT. This Agreement and the other Contract Documents constitute the entire agreement among the parties with respect to their subject matter and will supersede all prior and contemporaneous, oral or written, agreements, negotiations, communications, representations, and understandings with respect to such subject matter, and no person is justified in relying on such agreements, negotiations, communications, representations, or understandings.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their properly authorized representatives and agree that this Agreement is effective as of the date first set forth above.

The Board of Education of

CONTRACTOR: _____

the Reynoldsburg City School District

BY: _____

TITLE: _____

BY: _____

TITLE: _____

CERTIFICATE
(Section 5705.41, R.C.)

The undersigned, Treasurer of the Reynoldsburg City School District, Franklin County, Ohio, certifies that the moneys required to meet the obligations of the District during the current fiscal year, under the attached Agreement for the services indicated herein have been lawfully appropriated for those purposes and are in the appropriate account of the District, or in the process of collection to the credit of the appropriate account or fund, free from any previous encumbrances.

DATED: _____

Reynoldsburg City School District

By:

Tammira S. Miller, Treasurer