

# **AGREEMENT FORM**

## CONTRACT

THIS AGREEMENT made this (date) \_\_\_\_\_ by and between \_\_\_\_\_ hereinafter called the "Contractor" and the Pickaway County Board of Commissioners hereinafter called the "Owners".

WITNESSETH, that the Contractor and the owner for the considerations stated herein mutually agree as follows:

### ARTICLE 1. Statement of Work.

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services including utility and transportation services, and perform and complete all work required for the rehabilitation of the project, Village of Ashville Hall, Hedges, Poplar and South Street Improvement Project, and required supplemental work for the \_\_\_\_\_ all in strict accordance with the Contract Documents including all addenda thereto, numbered one and two, dated \_\_\_\_\_ all as prepared by \_\_\_\_\_, acting and in these Contract documents preparation, referred to as the "\_\_\_\_\_".

### ARTICLE 2. The Contract Price.

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed \_\_\_\_\_ (\$ \_\_\_\_\_) subject to additions and deductions as provided in Section 109 hereof.

1. Choose term most applicable:  
\_\_\_\_ a corporation organized and existing under the laws of the State of Ohio  
\_\_\_\_ a partnership consisting of \_\_\_\_\_;  
\_\_\_\_ an individual trading as \_\_\_\_\_.
  
2. Supply principal items of Contract such as labor, material for project, etc.

### ARTICLE 3. Contract.

The executed contract documents shall consist of the following:

- a. This Agreement
- b. Advertisement for Bid
- c. Instructions to bidders
- d. Signed copy of Bid

This Contract together with any supplementary drawings, agreements or contracts required to properly complete said work, which said other documents are as fully a part of the Contract as of hereunto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision or any other part, the provision of the component part first enumerated in the Article 4 shall govern, except as otherwise specifically stated.

In witness whereof, the parties have hereto executed this Agreement as of the date first above written:

SIGNED IN THE PRESENCE OF:

PICKAWAY COUNTY  
BOARD OF COMMISSIONERS

\_\_\_\_\_  
JAY H. WIPPEL

\_\_\_\_\_  
JAROLD R. HENSON

\_\_\_\_\_  
BRIAN S STEWART

THE VILLAGE OF ASHVILLE, OHIO

\_\_\_\_\_  
FRANKLIN CHRISTMAN  
VILLAGE ADMINISTRATOR

CONTRACTOR

\_\_\_\_\_  
CONTRACTOR'S SIGNATURE

\_\_\_\_\_  
COMPANY

\_\_\_\_\_  
ADDRESS

AUDITOR'S CERTIFICATE

It is hereby certified that the amount of \$ \_\_\_\_\_  
required to meet the contract, agreement, obligation, payment or expenditure for the above, has been  
lawfully appropriated or authorized or directed for such purpose and is in the Treasury or in the process  
of collection to the credit of the proper fund and is free from any obligation or certificates now  
outstanding.

DATED: \_\_\_\_\_

\_\_\_\_\_  
MELISSA A. BETZ  
COUNTY AUDITOR

\_\_\_\_\_  
APPROVAL AS TO FORM

I have examined the attached contract and surety bond and the manner of the execution thereof,  
and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper  
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.

DATED: \_\_\_\_\_

\_\_\_\_\_  
JUDY C. WOLFORD  
PICKAWAY COUNTY PROSECUTOR

AUDITOR'S CERTIFICATE

It is hereby certified that the amount of \$ \_\_\_\_\_ required to meet the contract, agreement, obligation, payment or expenditure for the above, has been lawfully appropriated or authorized or directed for such purpose and is in the Treasury or in the process of collection to the credit of the proper fund and is free from any obligation or certificates now outstanding.

DATED: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

---

APPROVAL AS TO FORM

I have examined the attached contract and surety bond and the manner of the execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper 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.

DATED: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Certifications:

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the corporation named as Contractor herein; that \_\_\_\_\_ who signed this Agreement on behalf of the Contractor, was then \_\_\_\_\_ of said corporation; that said Agreement was duly signed for in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

\_\_\_\_\_ Corporate

\_\_\_\_\_ SEAL

PERFORMANCE AND PAYMENT BOND (OR BONDS)

Following the Form of Agreement, attach the approved form of the statutory surety bond or bonds to ensure the performance of the Contract and payment of labor and materials. In addition to the corporation signatures of the surety company(ies) on the bond(s), each bond should be countersigned by the surety company's attorney-in-fact, authorized to act within the state in which the Project is situated.

**TIME OF COMPLETION GUARANTEE**

The below identified firm hereby states, warrants, and guarantees that it shall complete the executed Contract pertaining to the \_\_\_\_\_ within \_\_\_\_\_ calendar days after the date of commencement.

And hereby agrees that in the event of failure on our part to complete the above mentioned Contract within \_\_\_\_\_ calendar days from the date stated in the Notice to Proceed that the below identified firm shall pay to the Owner the sum of two hundred fifty dollars (\$250.00) as liquidated damages for each calendar day beyond that specified.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Firm

## WORKERS' COMPENSATION

The Contractor hereby agrees to provide to the City an Ohio Workers' Compensation Certificate of Paid Premium within 10 days of the signing of the contract.

\_\_\_\_\_  
Contractor

By: \_\_\_\_\_

\_\_\_\_\_  
Date

## CONTRACTOR'S INSURANCE

The Contractor hereby agrees to provide to the City an Insurance Binder indicating the limits of insurance set forth below prior to the start of construction.

\_\_\_\_\_  
Contractor

By: \_\_\_\_\_

\_\_\_\_\_  
Date

The minimum limits of liability shall be:

Bodily Injury Liability

- Each Person \$ 500,000
- Each Occurrence \$ 500,000
- Aggregate \$1,000,000

Property Damage Liability

- Each Occurrence \$ 500,000
- Aggregate (except Auto) \$1,000,000

In the event that the policies contain a Combined Single Limit of liability, the Combined Single Limit shall not be less than \$2,000,000.

In the event that an Umbrella Liability Policy is used to meet the limit requirements of the Specifications, the total limits available under the underlying coverage and the umbrella coverage shall not be less than \$2,000,000.

NOTICE OF AWARD

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RE: 2014 CDBG  
Ashville Street Improvements

The Owner has considered the proposal submitted by you for the above item in response to its advertisement for bids.

You are hereby notified that your proposal has been accepted for the project in the amount of \$ \_\_\_\_\_.

You are required by the Contract Terms to execute the Agreement and furnish the required Bid Guarantee and Contract bond and Insurance Certification within ten (10) calendar days from the date of this Notice.

If you fail to execute the agreement and to furnish said Bond and Certificate conditioned according to law and the Contract Documents within the aforesaid ten (10) days from the date of this Notice then the Owner will be entitled to consider all of your rights arising out of the acceptance of your proposal as abandonment and as a forfeiture of your Bid Bond. The Owner shall then be entitled to such other rights as may be granted by law.

You are required to return an acknowledgment copy of this Notice of Award to the Owner.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

PICKAWAY COUNTY:

\_\_\_\_\_  
JAY H. WIPPEL, PRESIDENT  
BOARD OF COMMISSIONERS

VILLAGE OF ASHVILLE:

\_\_\_\_\_  
FRANKLIN CHRISTMAN, ADMINISTRATOR

ACCEPTANCE OF NOTICE

Receipt of the foregoing Notice of Award is hereby acknowledged by

\_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
CONTRACTOR

BY: \_\_\_\_\_

\_\_\_\_\_  
TITLE

NOTICE TO PROCEED

DATE \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RE: 2014 CDBG  
Ashville Street Improvements

You are hereby notified to commence work in accordance with the Agreement dated the  
\_\_\_\_\_ day of \_\_\_\_\_, 2014 and agree to complete this project on or before the  
\_\_\_\_\_ day of \_\_\_\_\_, 2014.

PICKAWAY COUNTY:

\_\_\_\_\_  
JAY H. WIPPEL, PRESIDENT  
BOARD OF COMMISSIONERS

VILLAGE OF ASHVILLE:

\_\_\_\_\_  
FRANKLIN CHRISTMAN, ADMINISTRATOR

ACCEPTANCE OF NOTICE

Receipt of the foregoing Notice to Proceed is hereby acknowledged by

\_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
CONTRACTOR

BY: \_\_\_\_\_

\_\_\_\_\_  
TITLE

Contractor Employee Federal Identification Number: \_\_\_\_\_

CHANGE ORDER No.

Project:

Date: \_\_\_\_\_ Contract No.

I. The following changes are hereby made to the contract documents (attach documentation):

II. The following change is made to the contract price:

\$	_____	Original contract price
	_____	Previous change/extras
	_____	This change/extra
\$	_____	Subtotal
	_____	Deductions
\$	_____	Net total

III. The following change is made to the contract time:

The contract time will be (increased) (decreased) by \_\_\_\_\_ calendar days, making the date for completion of all work \_\_\_\_\_.

IV. \_\_\_ There will be no claims for damages resulting from this change.

\_\_\_ Claims for damages resulting from this change are anticipated for such categories as \_\_\_\_\_ and should not exceed \$\_\_\_\_\_.

Change requested by \_\_\_\_\_ Date

Change recommended by \_\_\_\_\_ Date

Change accepted by \_\_\_\_\_ Date