

Document 00 52 00 - Agreement Form (University Project)

State of Ohio Standard Requirements for Public Facility Construction

This Agreement is made as of the date set forth below between the State of Ohio, acting by and through the University, and the Contractor in connection with the Project.

Project Number: YSU 1516-79
Project Name: M1 parking structure lighting, painting, and signage improvements 2016
Site Address: Wick Avenue (between E. Spring St. and E. Rayen Ave.)
 Youngstown, Mahoning County, Ohio

Owner (“University”): Youngstown State University
Owner’s Representative: Richard Feldmiller, Sr. Project Manager
Address: One University Plaza
 Youngstown, OH 44555

Contracting Authority: The University above
Project Manager: Richard Feldmiller, Sr. Project Manager

Contractor: <insert name>
Contractor’s Principal Contact: <insert name>
Address: <insert street address>
 <insert city, state zip code>

Architect/Engineer (“A/E”): Walker Restoration Consultants
A/E’s Principal Contact: Matthew Hunt, P.E.
Address: 525 Avis Drive, Suite 1
 Ann Arbor, MI 48108

ARTICLE 1 - SCOPE OF WORK; EDGE COMMITMENT

- 1.1 The Contractor shall perform and provide all of the Work described in the Contract.
- 1.2 The project delivery method for this Project shall be <insert project delivery method>.
- 1.3 The Contractor shall contract with EDGE-certified Business(es) for not less than <insert Contractor’s EDGE commitment> percent of the Contract Sum.

ARTICLE 2 - COMPENSATION

2.1 The University shall pay the Contractor the Contract Sum for the Contractor’s proper, timely, and complete performance of the Contract. The Contract Sum is \$<insert amount>, subject to Modifications as provided in the Contract Documents. The Contract Sum is comprised of the following:

- 2.1.1 Base Bid:\$<Insert Base Bid Amount>
- 2.1.2 Alternate <Insert Alternates Awarded>:\$<Insert Alternate Amount>
- 2.1.3 Alternate <Insert Alternates Awarded>:\$<Insert Alternate Amount>
- 2.1.4 Alternate <Insert Alternates Awarded>:\$<Insert Alternate Amount>
- 2.1.5 Alternate <Insert Alternates Awarded>:\$<Insert Alternate Amount>

ARTICLE 3 - CONTRACT TIMES

3.1 The Contract Times are the periods established in the following table for the achievement of the associated Milestones:

Construction Stage Milestone(s) to which Liquidated Damages apply	Contract Time	Projected Date (as of the date of this Agreement)

Construction Stage Milestone(s) to which Liquidated Damages apply	Contract Time	Projected Date (as of the date of this Agreement)
«insert description of interim milestone – add more rows if necessary – delete if none»	«insert number of calendar days» days	«insert date»
Substantial Completion of all Work	«insert number of calendar days» days	«insert date»

Each duration in the Contract Time column above must be calculated from the anticipated date of the Notice to Proceed for the Work covered by this Agreement to the date that the milestone must be achieved. DO NOT insert durations calculated between interim milestones as this DOES NOT comply with the General Conditions.

3.1.1 The projected dates listed under “Projected Date (as of the date of this Agreement)” are provided only for convenient reference during the consideration Agreement. The durations listed under “Contract Time” define the Contract Times and take precedence over the projected dates.

ARTICLE 4 - KEY PERSONNEL

4.1 The Contractor’s key personnel for the Project are:

- 4.1.1** «insert name», Project Manager;
- 4.1.2** «insert name», Lead Scheduling Engineer;
- 4.1.3** «insert name», General Superintendent.

Edit the above list as appropriate for the Project.

4.2 The Contractor’s key personnel are authorized to act on the Contractor’s behalf with respect to the Project and all matters concerning the Project.

ARTICLE 5 - GENERAL PROVISIONS

5.1 Effectiveness.

5.1.1 It is expressly understood by the Contractor that none of the rights, duties, and obligations described in the Contract Documents shall be valid and enforceable unless the Director of the Office of Budget and Management first certifies that there is a balance in the University’s appropriation not already encumbered to pay existing obligations and until all relevant statutory provisions of the Ohio Revised Code, including ORC Section 126.07, have been complied with, and until such time as all necessary funds are available or encumbered and, when required, such expenditure of such funds is approved by the State Controlling Board, or other applicable approving body.

5.1.2 In addition, if federal funds are to be used to pay fees and expenses under this Agreement, none of the rights, duties, and obligations contained in this Agreement shall be binding on any party until the University gives the Contractor written notice that such funds are available from the University’s funding source.

5.1.3 Subject to **Section 5.1.1**, the Contract shall become binding and effective upon execution by the University, Contractor, and Ohio Attorney General.

5.1.3.1 If the Contractor is a joint venture, **(1)** each individual joint venturer shall **(a)** sign the Agreement in its own name and **(b)** be a party to the Contract, and **(2)** the Contract and the Performance and Payment Bond shall be binding on and apply to all joint venturers jointly and severally.

5.1.3.2 If the Contractor is a limited liability company, which the Contracting Authority reasonably believes to be a special purpose or similar entity, the Contracting Authority may in its discretion require the limited liability company and each member of the limited liability company to **(1)** sign the Agreement in its own name and **(2)** be a party to the Contract. In that case, the Contract and the Performance and Payment Bond shall be binding on and apply to the limited liability company and to all of its members jointly and severally.

5.1.4 This Agreement may be executed in several counterparts, each of which shall constitute a complete original Agreement, which may be introduced in evidence or used for any other purpose without production of any other counterparts.

5.2 Representations.

5.2.1 The Contractor represents and warrants that it is not subject to an unresolved finding for recovery under ORC Section 9.24. If this representation and warranty is found to be false, the Contract is void, and the Contractor shall immediately repay to the University any funds paid under this Contract.

5.2.2 The Contractor hereby certifies that neither the Contractor nor any of the Contractor’s partners, officers, directors, shareholders nor the spouses of any such person have made contributions in excess of the limitations specified in ORC Section 3517.13.

5.2.3 The Contractor, by signature on this Agreement, certifies that it is currently in compliance with, and will continue to adhere to, the requirements of Ohio ethics laws and conflict of interest laws and will take no action inconsistent with those laws.

5.2.4 The Contractor affirms to have read and understands Executive Order 2011-12K and shall abide by those requirements in the performance of this Contract. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid for services the Contractor performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided the State in this Contract.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth below:

«INSERT CONTRACTOR’S NAME»

OWNER

Signature

Printed Name

Title

Signature

Printed Name

Title

OHIO ATTORNEY GENERAL
Approval as to Form

Signature

Printed Name

Title

Date

If the Contractor is a corporation, partnership, sole proprietorship, or limited liability company, use the table above. If the Contractor is a joint venture or special purpose entity, use the table below. Then delete the unused table and this note.

«INSERT CONTRACTOR’S NAME»
by «insert Joint Venturer/Member’s name»

OWNER

Signature

Printed Name

Title

by «insert Joint Venturer/Member's name»

Signature

Printed Name

Title

OHIO ATTORNEY GENERAL
Approval as to Form

Signature

Printed Name

Title

Signature

Printed Name

Title

Date

END OF DOCUMENT