



RICHFIELD JOINT RECREATION DISTRICT
Richfield, Summit County, Ohio

Request for Bids No: RJRD 2022-02

HVAC at the Lodge

Invitation to Bid

Bid Issue Date: March 4, 2022

**Bid Documents,
Bidding Requirements,
Conditions of Contract and
Technical Specifications.**

**Richfield Joint Recreation District
4374 Broadview Road
P.O. Box 246
Richfield, OH 44286-0246
(330) 888-0511
office@rjrd.org**

BOARD OF TRUSTEES

<i>Sandy Apidone</i>	<i>Anita Gantner, Chair</i>
<i>Jeff DeLuca</i>	<i>Art Gonzales</i>
<i>Cindy Lombardo</i>	<i>Maureen McGinty</i>
	<i>Mark Robeson, Vice-Chair</i>

RJRD 2022-02 HVAC at the Lodge

TABLE OF CONTENTS

<u>SECTION</u>	<u>TITLE</u>
----------------	--------------

INSTRUCTIONS

00001	COVER PAGE
00002	TABLE OF CONTENTS
00003	RJRD STRUCTURE AND MISSION
00004	PUBLIC NOTICE
00005	ADVERTISEMENT FOR BIDS
00006	INSTRUCTIONS TO BIDDERS
00007	SUPPLEMENTARY GENERAL CONDITIONS

DESCRIPTION OF THE WORK

00051	SPECIFICATIONS
-------	----------------

REQUIRED FORMS

00101	BID FORM
00102	CERTIFICATE AS TO CORPORATE PRINCIPAL
00103	SUBCONTRACTORS LIST
00104	EXPERIENCE RECORD
00105	NON-COLLUSION AFFIDAVIT
00106	PERSONAL PROPERTY TAX STATEMENT
00107	BID BOND
00108	AGREEMENT OF SURETY
00109	PERFORMANCE BOND
00110	PAYMENT BOND
00111	PREVAILING WAGE RATE AFFIDAVIT
00112	PARTIAL WAIVER OF LIENS
00113	FINAL RELEASE AND WAIVER OF LIENS

CONTRACT AGREEMENT

00201	CONTRACT AGREEMENT
00202	NOTICE OF AWARD
00203	NOTICE TO PROCEED

APPENDICES:

APPENDIX A	ADDENDUM 1
APPENDIX BC	<u>BIDDER'S CHECKLIST</u>
APPENDIX RES	<u>AUTHORIZING RESOLUTION 05-2022</u>

END OF CONTENTS

Richfield Joint Recreation District Structure & Mission

In June 2014 Richfield Village Council and the Board of Trustees of Richfield Township together identified the need for preserving, maintaining and operating the park-like properties within the municipalities to benefit the residents and surrounding communities of Richfield, Ohio. The two government entities jointly established the Richfield Joint Recreation District (RJRD) as a *joint recreation district* pursuant to ORC 755.14 and with the authority to operate as enumerated in ORC 755.12 *et seq.* The RJRD is legally a separate political subdivision of the State of Ohio and is not part of any other local political subdivision. The District is governed by the Board of Trustees, made up of seven citizens who serve three-year, staggered terms. As a self-governing public entity, and in accordance with Section 755.29, *et seq.* of the Ohio Revised Code, as well as RJRD policy, the District is required to issue public bids for all procurements estimated to exceed \$50,000.00.

Richfield Joint Recreation District Mission:

The RJRD's mission is to safeguard, support and maintain the natural properties of Richfield, Ohio while encouraging recreation and educational opportunities for our communities and others to enjoy. In order to further the District Mission, the RJRD operates to conserve significant natural resources and enhance people's lives by providing safe, high-quality outdoor education, recreation and zoological opportunities.

The RJRD currently administers and operates the **Richfield Heritage Preserve**, located at 4374 Broadview Road, Richfield, Ohio, 44286. The Preserve opened in 2015 and sits on 336 wooded acres. Found on the property are numerous hiking trails, two lakes, several streams, waterfalls, a collection of historic buildings such as Kirby's Mill, three homes, and many other shelters and cabins, including "The Lodge."

The Lodge, formerly called Gund Hall, once served as the dining hall for the Girl Scout Camp and now stands as a rental facility for weddings, corporate retreats and parties, scouting and special events. With a capacity of 225, the facility has new restrooms, floor heating, a large working fireplace, and a staging room off of the main hall. It currently has no air conditioning, which makes it uncomfortable to use during the summer months. Hence, most current rentals are during the cooler months of the year.

Recognizing the need for a local facility of this type all year long, the District intends to improve the quality of the facility by installing the necessary air conditioning, heating and ventilation to make the Lodge available to the public for events and meeting in a quality rural environment all year long.

Partial funding for this project is from an Ohio American Rescue Plan grant received through the Village of Richfield.

For additional information about the Richfield Joint Recreation District and the Preserve, please visit our websites: <http://www.rjrd.org> and www.richfieldheritagepreserve.com. For specific information about The Lodge, visit: <https://www.richfieldheritagepreserve.com/reserve-the-lodge.html>.

Bid# RJRD 2022-02 HVAC at the Lodge

Public Advertisement

The Richfield Joint Recreational District is soliciting sealed bids from qualified contractors on **Project No: RJRD 2022-HVAC at the Lodge** at Richfield Heritage Preserve.

View the complete Invitation to Bid online at: <https://www.rjrd.org/public-notice.html>

Complete printed documents can be down-loaded at no charge from the RJRD website.

Printed documents may also be picked up at the Park Office. Call 330-888-0511 to schedule pick-up.

All **SEALED BIDS** must be submitted in strict conformity with all requirements of the ITB. The deadline for receipt of **SEALED BIDS** is **10 O'clock local time on Tuesday, April 5, 2022**, at which time all bids received will be publicly opened and read.

As advertised in the Akron Beacon Journal on March 4, 2022

SECTION 00005

ADVERTISEMENT FOR BIDS

District:

Richfield Joint Recreation District
4374 Broadview Road
P.O. Box 246
Richfield, OH 44286-0246

SEALED Bids will be received by the DISTRICT at the Richfield Joint Recreation District Office, 4374 Broadview Road, Brecksville, Ohio 44141 until 10:00 A.M. local time, **Tuesday, April 5, 2022**, at which time all bids received will be publicly opened and read, for:

Project# RJRD 2022-02 HVAC at the Lodge

The RJRD office will only be open to receive hand-delivered sealed bids for 2 hours immediately prior to the bid opening (8:00AM to 10:00AM, Tuesday, April 5, 2022.) Bidders may also arrange for sealed bids to be delivered to the address shown above via USPS or any other courier service of their own choice. Please note that the deadline is for the physical receipt of the complete sealed bid by RJRD. All bidders are solely responsible for complying with the deadline regardless of their chosen delivery option; bidders utilize USPS or any other method of delivery solely at their own risk. Bids received after the deadline will not be accepted or opened.

The contract shall be let in accordance with the Bid Documents (as defined in the Instructions to Bidders included therein.)

The Project consists of installing air conditioning, heating and ventilation in The Lodge at Richfield Heritage Preserve.

Complete bidding Documents may be examined and downloaded without cost at the RJRD website: <https://www.rjrd.org/public-notice.html> Bidders must download the bid documents from the RJRD website for the purpose of submitting a bid. However, if you are unable to download the documents, you may also obtain one set only of complete documents from the Park Office at the address listed above. Call 330-888-0511 to schedule to pick-up documents. There is no fee for documents.

In order to ensure that all bidders utilize the exact same accurate documents, bidders are not permitted to alter the documents in any way, manually or electronically. Bid documents that are altered in any way that is material to the bid cannot be considered for award.

Each Bid shall be accompanied by a certified check on a solvent bank or a Bid Bond in an amount not less than ten (10) percent of the Bid total, payable to the Richfield Joint Recreation District, in accordance with the Instructions to Bidders.

Direct any and all questions pertaining to this project, whether about the bid process, the documents, or the technical details of the work, to James E. Hardy, Public Procurement Specialist, RJRD, by telephone at (413) 575-5300 or by email at jhardy@rjrd.org

A **mandatory** pre-bid meeting will be held at 10:00 a.m., prevailing time, Thursday, March 10, 2022, at the Richfield Heritage Preserve. The meeting will be held inside The Lodge at Richfield Heritage Preserve. **Attendance is mandatory for anyone intending to submit a bid.** All attendees will be required to sign in and provide complete contact information.

All attendees are requested to wear masks, to socially distance a minimum of 6 feet, and are required to comply with all federal, state, Summit County and local safety requirements in effect at the time of the meeting and particularly regarding the COVID-19 pandemic, and to comply with all RJRD directives.

All questions must be presented in writing to James E. Hardy only, by email at jhardy@rjrd.org, on or before the deadline for final questions, which is Tuesday, March 15, 2022 at 5:00 P.M. local time. The RJRD reserves the right to determine which questions require answers that are material to the bid, and to either answer, not answer, or take any other such action as is in the best interest of the RJRD. All questions that are answered will be answered online in a written Addendum at the RJRD Website: <https://www.rjrd.org/public-notices.html>. It is the sole responsibility of each interested party to check the website for themselves for all addenda. The RJRD will make every effort to post the Addendum, if any, by close of business on Monday, March 21, 2022, but the RJRD does not guarantee it.

The RJRD reserves the right, at its sole option, to waive any informalities, defects, errors, or omissions in any or all Bids; and to reject any or all Bids.

Authorized by the Board of Trustees on February 11, 2022, on Resolution 05-2022.

SECTION 00006

INSTRUCTIONS TO BIDDERS

ARTICLE 1 DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders will have the meanings indicated in the Contract, Supplementary Conditions and elsewhere in these documents. Additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof:
- A. Issuing Office: The office as identified in Section 00005, Advertisement for Bids, from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.
 - B. Successful Bidder: The lowest responsive and responsible Bidder, to whom the OWNER, on the basis of the OWNER's evaluation as hereinafter provided, makes an award, defined in the District's published contract policy as the lowest and best qualified bidder.

ARTICLE 2 COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in Section 00005, Advertisement for Bids, may be obtained from the Owner as therein stated.
- 2.02 Complete sets of Bidding Documents must be used in preparing Bids; the OWNER assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 In making copies of the Bidding Documents available on the above terms, the OWNER does so only for the purpose of obtaining Bids for the work, and does not confer a license or grant for any other use, whatsoever.

ARTICLE 3 QUALIFICATIONS OF BIDDERS

- 3.01 Bidders shall furnish the following statements with their Bid and in the same sealed envelope containing their Bid for the use of the OWNER to determine the qualifications of the Bidder to perform the Work:
- A. Experience Statement: A statement listing the Bidder's experience in performing work of the character for which the Bid is submitted. The statement shall reflect a minimum of 3 years' experience performing similar work, and shall contain the following information:

1. The project title, a description of the work, and the contract amount.
 2. The dates when work was started and when it was completed.
 3. The owner's name and address, and the phone number of the owner's contact person for the project.
- B. Financial Statement: A financial statement showing the Bidder's assets and liabilities as of a date not more than 90 days prior to the date of submission of the Bid.

ARTICLE 4 EXAMINATION OF BIDDING DOCUMENTS AND ACCESS TO THE SITE

4.01 Access to Site:

- A. There is a **mandatory pre-bid conference** at which potential bidders will tour the site, and will have an opportunity to ask questions.
- B. On request, the OWNER will provide the Bidder more extended access to the Site to conduct such examinations, investigations, explorations, and studies as the Bidder deems necessary for the submission of a Bid.
1. The Bidder shall not alter, damage or destroy any part of the site, but shall ensure that the site remains in unchanged condition upon completion of such explorations, investigations, and studies.
- C. To gain access to the Site of the proposed Work, contact the Park Director by phone at 330-888-0511.

4.02 Examination of Bidding Documents and the Site:

- A. Before submitting a Bid, it is the responsibility of each Bidder to do the following:
1. Examine and carefully study the Bidding Documents, including any Addenda and the other related data identified in the Bidding Documents.
 2. Visit the Site, and become completely familiar with the general, local, and Site conditions that may affect the cost, progress, and performance of the Work.
 3. Become completely familiar with all federal, state, and local Laws and Regulations that may affect the cost, progress, or performance of the Work.
 4. Determine the means and methods the Bidder proposes to use to construct the Work.
 5. Represent to the OWNER at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work based on the Bidder's construction means and methods at the price bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
 6. Become aware of the general nature of the work to be performed by the OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.

7. Correlate the information known to the Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
8. Independently arrive at the Bidder's Bid Price based on the Bidder's own review of the information and the Site, and not in reliance on any estimates of the OWNER or others.
9. Promptly give the OWNER written notice of all conflicts, errors, ambiguities, or discrepancies that the Bidder discovers in the Bidding Documents; and confirm that the written resolution thereof by the OWNER is acceptable to Bidder.
10. Determine that the Bidding Documents are generally sufficient to indicate and convey an understanding of all terms and conditions for the performance of the Work.

4.03 Adequacy of Bidding Documents:

- A. The submission of a Bid will constitute an incontrovertible representation by the Bidder that the Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that the Bidder has given the OWNER written notice of all conflicts, errors, ambiguities, and discrepancies that the Bidder has discovered in the Bidding Documents and the written resolutions thereof by the OWNER are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 5 PRE-BID CONFERENCE

5.01 A mandatory pre-bid meeting will be held at 10:00 a.m., prevailing time, Thursday, March 10, 2022, at the Richfield Heritage Preserve. The meeting will be held inside The Lodge at Richfield Heritage Preserve. **Attendance is mandatory for anyone intending to submit a bid.** All attendees will be required to sign in and provide complete contact information in order to create a record of those intending to bid the project.

5.03 Representatives of the OWNER will be present to discuss the Project.

5.04 The OWNER will provide such addenda as the OWNER consider necessary in response to questions arising at the pre-bid conference solely by posting the document(s) as a Public Notice at the RJRD website: <https://www.rjrd.org/public-notice.html> . Potential Bidders are solely responsible for obtaining all Addenda, if any.

5.05 Oral statements may not be relied upon, and oral statements will not be binding or legally effective.

ARTICLE 6 THE SITE AND OTHER AREAS

The Site is identified in the Bidding Documents. Access required for temporary storage of materials and equipment to be incorporated in the Work must be arranged through the Park Director's Office.

ARTICLE 7 INTERPRETATIONS AND ADDENDA

7.01 Questions, Interpretations, and Clarifications:

- A. All questions about the meaning or intent of the Bidding Documents shall be submitted to the OWNER in writing.

Interpretations or clarifications considered necessary by the OWNER in response to such questions will be issued by Addenda at the RJRD Website: <https://www.rjrd.org/public-notices.html> It is the sole responsibility of each interested party to check the website for themselves for all addenda. The RJRD will make every effort to post the Addendum, if any, by close of business on Monday, March 21, 2022, but the RJRD does not guarantee it by that deadline.

- 1. **All questions must be received by the OWNER by Tuesday, March 15, 2022 at 5:00 P.M.** prevailing time. Questions received after the deadline may not be answered.
- 2. Only questions answered by Addenda will be binding; oral and other interpretations or clarifications will be without legal effect.

- B. Inquiries:

- 1. Bidder's inquiries relative to this Project should be directed to the OWNER whose address is stated herein. All questions shall be submitted in writing. The contact person is:

Mr. James E. Hardy, CPPO
Phone No. (413) 575-5300,
E-mail: jhardy@rjrd.org.

- C. Written Requests:

- 1. If a prospective Bidder is in doubt as to the true meaning of any part of the Contract Documents, the Bidder may submit a written request for an interpretation thereof to the OWNER.
- 2. The Bidder submitting the request will be responsible for its prompt delivery to the OWNER.
- 3. All requests must be submitted, in writing, by email to the OWNER's designated contact shown in Section 7.01 B above.

- D. Addenda:

1. Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by the OWNER.

E. Addenda Acknowledgment:

1. Each Bidder is required to acknowledge receipt of Addenda in the spaces provided in the Bid Form, including not only that which is bound in or attached to the Project Manual when received by the Bidder, but also Addenda which may be later issued to the Bidder prior to the bid opening.
2. Failure to acknowledge receipt of the Addenda may cause a Bid to be rejected.

ARTICLE 8 BID SECURITY

- 8.01 A Bid must be accompanied by Bid Security made payable to the OWNER in the amount as stipulated in Section 00005, Advertisement for Bids, in the form of either a certified or bank check or a Bid Bond executed on the form attached in Section 00106 Bid Bond, and issued by a surety meeting the requirements of Paragraphs 1.01 B and C of the 00007 Supplementary General Conditions. A properly executed 00108 AGREEMENT OF SURETY must accompany a check, but is not required if submitting a Bid Bond.
- 8.02 The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid Security will be returned.
- A. If the successful Bidder fails to execute and deliver the Contract Documents within 15 days after the Notice of Award, the OWNER may annul the Notice of Award and the Bid Security of that Bidder will be forfeited.
- 8.03 The Bid Security of other Bidders whom the OWNER believes to have a reasonable chance of receiving the award may be retained by OWNER until the earlier of 7 days after the effective date of the Agreement or 31 days after the Bid opening, whereupon Bid Security furnished by such Bidders will be returned upon request.
- 8.04 Bid Security of other Bidders whom the OWNER believes do not have a reasonable chance of receiving the award will be returned upon request within 7 days after the Bid opening.

ARTICLE 9 CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, the Work is to be completed and ready for final payment, are stipulated in the Agreement.

ARTICLE 10 LIQUIDATED DAMAGES

- 10.01 Provisions for liquidated damages, if any, are stipulated in the Agreement.

ARTICLE 11 SUBCONTRACTORS, SUPPLIERS, AND OTHERS

11.01 Identification of Subcontractors, Suppliers, and Others:

- A. A Bid must be accompanied by a list of all Subcontractors proposed for portions of the Work with pertinent information regarding similar projects and submit other evidence of qualification for each such Subcontractor, if requested by the OWNER.
- B. If the OWNER, after due investigation, has reasonable objection to any proposed Subcontractor, the OWNER may request the apparently Successful Bidder to submit a substitute, without an increase in the Bid.
 - 1. If the apparently Successful Bidder declines to make any such substitution, the OWNER may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors.
 - 2. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid Security of any Bidder.
- C. The CONTRACTOR shall not be required to employ any Subcontractor against whom the CONTRACTOR has reasonable objection.
- D. Any Subcontractor, Supplier, individual, or entity so listed and against which the OWNER makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to the OWNER subject to revocation of such acceptance after the effective date of the Agreement as provided herein.

ARTICLE 12 PREPARATION OF THE BID

12.01 The Bid Form:

- A. The written offer or proposal of a Bidder must be prepared and submitted on the Bid Form included with the Bidding Documents.
 - 1. The Bid Form shall be prepared by the Bidder for the purpose of stating the Bid price or prices for which the Bidder agrees to perform the Work and to furnish the labor, materials, and services for the Work in accordance with the Contract Documents.
 - 2. All blanks on the Bid Form shall be completed by printing the required information in blue ink, in black ink, or by using a typewriter.
 - 3. A Bid price shall be indicated for each item listed in the Bid Form, or the words "no bid," or "not applicable" shall be entered.
- B. Bid Form Signatures:
 - 1. The prepared Bid Form shall be signed by an authorized representative of the Bidder to authenticate the information presented on the form and to execute the Bid.
 - a. A Bid tendered by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by

evidence of authority to sign, and the corporate seal shall be affixed and attested by the secretary or an assistant secretary.

- 1) The corporate address and state of incorporation shall be shown below the signature.
- b. A Bid by a partnership shall be executed in the partnership name and signed by a partner whose title must appear under the signature, accompanied by evidence of his or her authority to sign.
 - 1) The official address of the partnership shall be shown below the signature.
- c. A Bid by a limited liability company shall be executed in the name of the firm by a member, and shall be accompanied by evidence of his or her authority to sign.
 - 1) The state of formation of the firm and the official address of the firm must be shown below the signature.
- d. A Bid by an individual shall show the Bidder's name and official address.
- e. A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form.
 - 1) The official address of the joint venture must be shown below the signature.
2. All names shall be typed or printed in ink below the signatures.

12.02 Acknowledgment of Addenda:

- A. The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.

12.03 Bidder's Contact Information:

- A. The address and telephone number for communications regarding the Bid shall be shown.

12.04 Bidder's Qualification to Do Business in the State:

- A. The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the Contract.
- B. Bidder's state contractor license number, if any, for the state in which the Project is located shall also be shown on the Bid Form.

ARTICLE 13 BASIS OF BIDS; EVALUATION OF BIDS AND BIDDERS

13.01 Basis of Bid and Evaluation:

- A. The Contract, if awarded, will be evaluated on the basis of materials and equipment specified or described in the Bidding Documents, or those substitute materials and equipment approved by the OWNER.
- B. In evaluating bids, the OWNER will consider whether or not the Bids comply with the prescribed requirements, and consider whether such alternates and other data as may be requested in the Bid Form or prior to the Notice of Award have been received.
- C. In evaluating Bidders, the OWNER will consider the qualifications of Bidders, and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.
 - 1. The OWNER may conduct such investigations as the OWNER deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents and to the Owner's satisfaction within the prescribed time.

13.02 LUMP SUM BID:

- A. Bidders shall submit the Bid on a lump sum basis for all of Work of the Project complete, in Section 00410 of the Bid Form, under 4.01.01 CONTRACT PRICE. No unit price shall be provided.

13.03 CONTRACT PRICE

- A. The CONTRACT PRICE shall be as follows based solely on the option selected by the Owner:
 - 1. The BASE BID CONTRACT PRICE as submitted in Article 4.01.01 CONTRACT PRICE, or
 - 2. ALTERNATE NO. 1 as submitted in Article 4.01.02, or
 - 3. ALTERNATE NO.2 as submitted in Article 4.01.03.

The apparent low bidder shall be the CONTRACTOR who submits the lowest price for the corresponding option (BASE BID, ALTERNATE NO. 1, or ALTERNATE NO. 2) selected by the Owner.

ARTICLE 14 SUBMITTAL OF BID

14.01 Preservation of the Project Manual:

- A. When preparing the Bid, this Project Manual shall be preserved intact.

14.02 Manner of Bid Submission:

- A. A Bid shall be submitted no later than the date and time prescribed, and at the place indicated in Section 00110, Advertisement for Bids.
- B. The Bid Form and, whenever a Bid Bond is used as Bid Security, the Bid Bond form shall be properly executed in ink without alteration.
- C. When a Bid Bond is used as Bid Security, a certificate identifying the responsible corporate principal shall be completed and submitted with each Bid as indicated in Subparagraph 13.01.B.
- D. The Project Manual with the completed Bid Form, the Bid Security, the Agreement of Surety, and Certificate as to Corporate Principal when required, and Addenda, if any, shall be submitted in an opaque envelope, sealed, and addressed to the OWNER.
- E. The completed Bid Form, the Bid Security, and the Agreement of Surety, and Certificate as to Corporate Principal when required shall be submitted on single-sided copies in an opaque envelope, sealed, and addressed to the OWNER.
- F. The Bidder's name shall appear in the upper left-hand corner of the envelope, and the descriptive title of the Contract, **RJRD2022-02 HVAC at the Lodge**, shall be entered in the lower left-hand corner of the envelope under the title "Sealed Bid for:"
- G. The RJRD office will only be open to receive hand-delivered sealed bids for 2 hours immediately prior to the bid opening (8:00AM to 10:00PM, Tuesday, April 5, 2022.) Bidders may also arrange for sealed bids to be delivered to the address shown above via USPS or any other courier service of their own choice.
- H. The deadline is for the physical receipt of the complete sealed bid by RJRD. All bidders are responsible for complying with the deadline regardless of their chosen delivery option; bidders utilize USPS or any other method of delivery solely at their own risk. Late bids cannot be opened or considered. No exceptions can be made.

ARTICLE 15 MODIFICATION AND WITHDRAWAL OF BID

15.01 Modification or Withdrawal of the Bid:

- A. A bid may be modified or withdrawn prior to the date and time for the opening of Bids.

ARTICLE 16 OPENING OF BIDS

16.01 Opening of Bids, and Abstract of the Bid Tabulation:

- A. Bids will be opened publicly at the Park Office, 4374 Broadview Road, Richfield, OH.
 - 1. Attendance is permitted, but not encouraged, due to the size of the office. All attendees are requested to wear masks, to socially distance a minimum of 6 feet, and are required to comply with all federal, state, Summit County and local safety requirements in effect at the time of the meeting and particularly regarding the COVID-19 pandemic, and to comply with all RJRD directives.
- B. The Bid Tabulation will be made available to Bidders after the opening of Bids, for examination by attendees. The Bid Tabulation will also be posted to the RJRD website <https://www.rjrd.org/public-notice.html> approximately 24 hours after opening.

ARTICLE 17 BIDS TO REMAIN SUBJECT TO ACCEPTANCE

17.01 Acceptance of Bids:

- A. All bids will remain subject to acceptance for the period of time stated below, but the OWNER may, at its sole discretion, release any Bid and return the Bid Security prior to the end of this period.
- B. Bids will remain subject to acceptance for a period of 45 days after the date of Bid Opening, except as otherwise provided in the General Conditions and Supplementary Conditions.

ARTICLE 18 AWARD OF CONTRACT

18.01 Rejection of Bids:

- A. The OWNER reserves the right to reject any or all Bids, including without limitation, nonconforming, non-responsive, unbalanced, or conditional Bids.
 - 1. The OWNER further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsive.
 - 2. Bids which contain omissions, erasures, mechanical or electronic alterations, additions not called for, conditional bids, or irregularities of any kind, or Bids otherwise regular which are not accompanied by Bid Security, may be rejected.
- B. The OWNER may also reject the Bid of any Bidder if the OWNER believes that it would not be in the best interest of the Project to make an award to that Bidder.
- C. More than one Bid for the same Work from an individual or entity under the same or different names will not be considered.

1. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

18.02 Award and Negotiation of the Contract:

- A. If the Contract is to be awarded, the OWNER will award the Contract to the lowest and best qualified bidder whose Bid is in the best interests of the Project.
 1. The OWNER reserves the right to waive all informalities not involving price, time, or changes in the Work, and to negotiate Contract terms with the Successful Bidder.

ARTICLE 19 CONTRACT SECURITY AND INSURANCE

19.01 Performance and Payment Bonds:

- A. The OWNER's requirements for Performance and Payment Bonds are stipulated in Article 1.01 B of the 00007 Supplementary General Conditions. Insurance requirements are stipulated in Article 17 of 000201 Contract Agreement.
- B. Prior to award of the Contract, the apparently Successful Bidder shall deliver to the OWNER the Performance and Payment Bonds and Insurance Certificates as provided in the 000202 Notice of Award.

ARTICLE 20 SIGNING OF AGREEMENT

- 20.01 When the OWNER gives a Notice of Award to the Successful Bidder, the Notice of Award will be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents which are identified in the Agreement as attached thereto.
- 20.02 Within 15 days after the OWNER gives a Notice of Award to the Successful Bidder, the Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to the OWNER.
- 20.03 Within 15 days after the Successful Bidder has signed and delivered the required number of counterparts of the Agreement and attached documents to the OWNER, the OWNER will deliver one fully signed counterpart to the Successful Bidder.

ARTICLE 21 NON-COLLUSION AFFIDAVIT

- 21.01 The Bidder shall complete, sign and have notarized a non-collusion affidavit substantially in the form as shown in Section 00104.
- 21.02 The executed non-collusion affidavit must be included in the sealed bid envelope.

ARTICLE 22 PERSONAL PROPERTY TAX STATEMENT

- 22.01 Pursuant to Section 5719.042 of the Ohio Revised Code, the Bidder shall complete, sign and have notarized a personal property tax statement on their own letterhead in the form substantially as shown in Section 00105.
- 22.02 The executed personal property tax statement must be included in the sealed bid envelope.

ARTICLE 23 SPECIAL INSTRUCTIONS DURING COVID-19 PANDEMIC

- 23.01 Prospective bidders are required to comply with all federal, state, Summit County and local safety requirements in effect at the time regarding the COVID-19 pandemic, and also to comply with all RJRD directives, both written directives and also any oral instructions issued by RJRD staff. Compliance is mandatory and is required at all times throughout the bid process, including but not limited to, when visiting the site, picking up plans at the printer, attending the Prebid Meeting, delivering sealed bids, attending the Bid Opening, delivering or picking up any other documents, or at any other time within the park for any reason.

END OF SECTION

00007 Supplemental General Conditions

1.01 Article 1: Bid, Performance and Payment Bonds

- A. The CONTRACTOR shall furnish a Bid Bond with the sealed bid in accordance with Section 00006 Instructions to Bidders.
- B. The Contractor shall furnish Performance and Payment Bonds with the signed contract, in accordance with State of Ohio requirements, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of the CONTRACTOR's obligations under the Contract Documents.
 - 1. The CONTRACTOR shall also furnish any such other Bonds as may be required by these Supplementary General Conditions.
 - 2. Performance and Payment Bonds shall remain in effect at least until one (1) year after the date when final payment becomes due, unless a longer period is provided by Laws or Regulations or by the Contract Documents.
- C. All Bonds, including Bid Bonds, shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties having a rating of "A" by the most recent Best's Key Rating Guide and as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 amended by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. Further, such surety shall demonstrate a Treasury underwriting limitation equal to or greater than the Contract price.
 - 1. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.
 - 2. The same surety shall execute all Bonds.
- D. All Bonds and insurance required by the Contract Documents to be purchased by the CONTRACTOR and maintained by the OWNER shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue Bonds or insurance policies for the limits and coverages so required. Insurance companies must be rated "A10" or better by the most recent Best's Rating Service unless the OWNER is notified and waives this requirement. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided elsewhere in the Contract Documents.

Article 2: OHIO AMERICAN RESCUE PLAN FUNDING

- 2.01 Partial funding for this project is from the American Rescue Plan through the State of Ohio and the Village of Richfield.

00007 Supplemental General Conditions

2.02 Therefore, the Owner and Contractor will both make a good faith effort to comply with all applicable federal government contract provisions for non-federal entity contracts under federal awards, as such requirements may arise.

2.03 In addition to any and all other provisions required, the Owner and contractor will comply with each of the following specific provisions, as applicable:

2.03.01 The contractor and all subcontractors shall abide by the requirements of 41 CFR 60-1.4(b). These regulations prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, or for inquiring about, discussing or disclosing compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity or national origin.

2.03.02 In accordance with federal guidelines, the Owner will not award a contract award to any party listed as debarred or suspended on the federal government-wide exclusions list in the federal System for Award Management (SAM).

The SAM exclusions list contains the names of parties debarred, suspended, or otherwise excluded by federal agencies, as well as parties declared ineligible under other statutory or regulatory authority.

2.03.03 To the extent applicable, and to the extent consistent with law, the Owner and Contractor shall comply with the Davis-Bacon Act.

2.03.04 V To the extent applicable and to the extent consistent with law, the Owner and Contractor shall comply with the Copeland “Anti-Kickback” Act.

2.03.05 To the extent consistent with law, the Owner will, to the greatest extent practicable under a federal award, provide a domestic preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

For purposes of this Article:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

00007 Supplemental General Conditions

2.03.06 To the extent applicable, and to the extent consistent with law, the Owner and Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act regarding procurement of recovered materials.

Article 3: OHIO PREVAILING WAGE RATES

3.01 The Owner and Contractor shall make a good faith effort to comply with the State of Ohio Prevailing Wage Law (ORC 4115) and with all applicable requirements as established by the Ohio Department of Commerce, Division of Industrial Compliance, Wages & Hours Division. The State of Ohio requires that on public projects in Ohio above a certain dollar threshold, contractors pay their employees at or above wage rates established by the State of Ohio. Subcontractors are also required to comply.

3.02 This project is estimated not to exceed the current minimum Prevailing Wage threshold in the State of Ohio for projects of this nature. However, should the lowest responsive and responsible bidder's offer meet or exceed the Prevailing Wage threshold, the owner and the contractor shall thereafter comply with all requirements.

Article 4: OTHER APPLICABLE LAWS AND REGULATIONS

4.01 Each and every provision of federal, state, and local Laws and Regulations required by the OWNER, the federal government, the State of Ohio, Summit County, and any and all other regulatory bodies with jurisdiction to be inserted in these Supplemental Conditions shall be deemed to be inserted herein and made a part of these Supplemental Conditions, by reference, whether physically attached or not.

Article 5: PUBLIC HEALTH EMERGENCIES

5.01 The Contractor shall comply fully with any and all federal, State of Ohio, Summit County, and local laws and regulations, including Richfield Joint Recreation District rules and regulations, in force during the COVID-19 outbreak, pandemic or epidemic, or any health emergency declared by a public body with jurisdiction during the life of the contract.

Article 6: CONFLICTING REQUIREMENTS

6.01 In the event of any conflict between the requirements of the Supplemental Conditions and the OWNER/ Government Body or Regulatory Authority's requirements, the stricter requirements shall apply.

00051 SPECIFICATIONS

ARTICLE 1 DESCRIPTION OF THE WORK

- 1.01 The work of this project consists of supplying and installing all equipment, including parts, supplies and materials necessary to air-condition and heat The Lodge at Richfield Heritage Preserve on a year-round basis, for the purpose of improving the air quality and comfort of the facility and enabling the facility to be used comfortably by the general public on a year-round basis for special events and meetings. The contractor is responsible for planning and executing the project under the supervision of the Owner, who may or may not designate an Owner's Representative.
- 1.02 By "comfortably" as stated in Article 1.01 above is meant that the facility will meet The American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) Standard 55-1992, i.e. the facility is comfortable for 80 percent of people engaged in largely sedentary activities, while clothed in typical summer and winter clothing. The system will be capable of maintaining temperatures of 67.5 °F to 74.0 °F (degrees Fahrenheit) in winter and 73.0°F - 78.5°F in summer at sixty percent (60%) humidity.
- 1.03 The system will provide acceptable indoor air quality for the current occupancy level (225 persons) for the main area, and provide for generous but unobtrusive air movement in the positioning of all ductwork, supply louvers, exhaust air grilles, and/or damper settings.
- 1.04 The equipment will be new, energy efficient and non-polluting.
- 1.05 All filters and filtration equipment will meet all relevant current regulations, codes, and standards in effect for a public space of this size and design and shall meet all EPA, OEPA and local requirements.
- 1.06 The airflow will provide for ample introduction of outdoor air, in keeping with current understanding of health-related impact of air quality on public spaces.
- 1.07 The Contractor will be entirely and solely responsible for all equipment, parts, materials, supplies, materials, labor, connections, testing, permits, etc. to complete the project by the required completion date, except as noted in these specifications.
- 1.08 The electrical work will meet all applicable local building codes.
- 1.09 The Contractor shall take out and be responsible for all required permits at the Contractor's expense.

00051 SPECIFICATIONS

- 1.10 The work site, known as the Lodge at Richfield Heritage Preserve is generally described in paragraph four of Section 00002 of the Invitation to Bid and the site is further described below:
- 1.10.1 There are two separate rooms in the facility, as well as two restrooms. There is the large main open area of the Lodge itself, which has a high ceiling and a large fireplace, but no air conditioning equipment. The main area is to be the focus of the project. There are two existing heaters currently suspended from the ceiling and in-floor heating in the main area of the Lodge, which is supported by a separate furnace. The hanging heaters, as well as the current separate furnace and in-floor heating will remain, and will not be addressed in this project. Also, the two restrooms will not be addressed.
- 1.10.2 There is a smaller utility room, referred to as the “staging room,” The room is used as a staging area for events. The staging room also currently has a heater suspended from the ceiling. This heater will also remain and this area will not be addressed in this project.
- 1.10.3 The facility also has an exterior front entrance area and a back porch or patio. Although both spaces may be utilized during events, neither of these spaces will be addressed in the project, except that the new equipment cannot infringe upon or alter either of these two spaces.
- 1.11 The Contractor is responsible for providing and installing all electrical equipment, wiring, cabling, and any other electrical components necessary to operate the system. The electrical system is currently 2 Phase 200 AMP. It could potentially be upgraded to 400 AMP. However, per the power company, the electrical system cannot be upgraded to 3 Phase. The Contractor is responsible for all additions and modifications to the electrical system, as well as for all connections.
- 1.12 The Contractor will install lockable, programmable thermostats.
- 1.13 The Contractor will supply new ductwork wherever necessary.
- 1.14 Because the facility is used for weddings and public functions where vision and hearing are both extremely important, it is important to make the equipment and ductwork as unobtrusive as possible, which means both visually unobtrusive and quiet in operation.

All equipment and all components will be visually unobtrusive, and will also operate quietly. A/C and heating equipment and ductwork cannot create noise that might

00051 SPECIFICATIONS

potentially interfere with an attendee's ability to hear during public events. (For example, it cannot make loud rumbling noises when it starts up.) Further, the Contractor is responsible for providing any and all sound abatement materials that may be necessary, as well as positioning ductwork so that it does not create distracting noise when in operation, or visually interfere with the space.

- 1.15 Specifically, air conditioning and heating equipment will be located exterior to the main function room. Air conditioning and heating equipment may not be on the roof, suspended from the ceiling, or located outside in or adjacent to the back porch/patio or in or near the front entrance area. Also, the main function room's equipment may not be located in the staging room area. The specific areas that may be utilized for locating exterior air conditioning and heating equipment will be identified at the Prebid Meeting.
- 1.16 The Contractor is responsible for installing any and all concrete pad or pads that may be required. The District intends that the Contractor be entirely responsible for all of the work, including the concrete pad(s), if any, if utilizing pads for stationing equipment. However, the District may consider, *strictly at the District's sole option*, an alternate solution where the District is responsible for the concrete pad(s). Article 4.01.02 Alternate 1 of the Bid Form provides a space for the Bidder to offer this alternative, as a Deduction from the Lump Sum Bid.
- 1.17 The Contractor shall fully warranty all equipment for a period of two (2) full years from the completion date, including all parts and labor required. This warranty shall be in addition to all manufacturers' warranties.
- 1.18 The Contractor shall be responsible for inside and outside project cleanup and disposal and recycling of all debris, including packaging materials, and shall transport all such material and debris off-site at Contractor's expense, and dispose or recycle safely and in conformity with all applicable regulations. The facility will be left in a clean ("broom-swept") usable condition.
- 1.19 The Contractor shall provide all routine service and maintenance to the equipment for a period of two (2) full years from the completion date, including all parts, supplies and labor required at no additional charge.

SECTION 00101

BID FORM

RJRD 2022-02 HVAC AT THE LODGE

ARTICLE 1 THE DISTRICT

THIS BID IS SUBMITTED TO:

Richfield Joint Recreation District
4374 Broadview Road
P.O. Box 246
Richfield, OH 44286-0246

- 1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with THE DISTRICT in the form included in the Bidding Documents, to provide all equipment and materials, and to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with all terms and conditions of the Bidding Documents.

ARTICLE 2 BIDDER'S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the invitation to bid and instructions to bidders, including without limitation those dealing with the disposition of bid security. The bid will remain subject to acceptance for 30 days after the bid opening, or for such longer period of time that bidder may agree to in writing upon request of the District.

ARTICLE 3 BIDDER'S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents, as set forth in the Contract, that:
- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____

- B. Bidder has attended the mandatory Prebid Conference and 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. Bidder 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. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
 - E. Bidder is aware of the general nature of any other events and/or work to be performed by THE DISTRICT and others at the Site that relates to the Work as indicated in the Bidding Documents.
 - F. Bidder has correlated the information known to Bidder, with all information and observations obtained from visits to the Site, and with the Bidding Documents.
 - G. Bidder has given THE DISTRICT written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by THE DISTRICT is acceptable to Bidder.
 - H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
 - I. No officer, agent, or employee of THE DISTRICT is personally interested, directly or indirectly, in this Bid and accompanying Contract or the compensation to be paid hereunder.
 - J. This Bid is made without connection with any person, firm, or corporation making a Bid for the same work, and is, in all respects, fair and without collusion or fraud.
- 3.02 Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any other group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over THE DISTRICT.

ARTICLE 4 BASIS OF BID

4.01 The undersigned Bidder offers to furnish all labor, superintendence, materials, supplies, equipment, plant and other facilities, utilities and all things necessary or proper for, and to perform all Work (as defined in the Bid Documents) necessary or incidental to the above stated Project, complete in every respect, in strict accordance with the Contract Documents and any future changes therein as provided in writing by THE DISTRICT, and to perform all other obligations imposed by the Contract for the following CONTRACT PRICE or ALTERNATE 1 PRICE, or ALTERNATE 2 PRICE, if selected:

4.01.01 CONTRACT PRICE _____

(\$ _____)

4.01.02 ALTERNATE 1: DEDUCT _____, (
i.e. subtract (\$ _____))

if Owner is responsible for installing concrete pad(s). CONTRACT PRICE (4.01.01 above) less DEDUCT equals the ALTERNATE 1 PRICE: _____

(\$ _____)

4.01.03 ALTERNATE 2 PRICE _____

(\$ _____)

4.02 List of equipment and materials

LIST OF EQUIPMENT AND MATERIALS

Itemize all equipment, supplies and materials required to complete the project. Include quantities, Manufacturer, and Model number for each item. ATTACH product brochures for all major equipment and supply material items. *Indicate if items are of domestic or foreign manufacture.*

(ATTACH ADDITIONAL SHEETS OF SAME FORMAT IF REQUIRED)

4.03 Alternate 2 basis of bid.

ALTERNATE 2 LIST OF EQUIPMENT AND MATERIALS

Itemize all equipment, supplies and materials required to complete the proposed alternate. Include quantities, Manufacturer, and Model number for each item. ATTACH product brochures for all major equipment and supply material items. *Indicate if items are of domestic or foreign manufacture.*

Include a complete explanation of why and how this Alternate meets or exceeds the requirements as specified in the bid documents. Explain the cost ramifications.

(ATTACH ADDITIONAL SHEETS OF SAME FORMAT IF REQUIRED)

ARTICLE 5 TIME OF COMPLETION

5.01 Bidder agrees that the Work will be entirely completed and ready for final payment on or before the dates or within the number of calendar days indicated in the Contract, unless a change is agreed to in writing by THE DISTRICT.

5.02 Work will be entirely completed and ready for final payment on or before May 29, 2022.

5.01 Bidder accepts all provisions as to liquidated damages in the event of failure to complete the Work within the times specified above, or otherwise stated in the Contract.

ARTICLE 6 BID EXECUTION

6.01 The undersigned Bidder hereby represents that should this bid or alternate bid, be accepted by THE DISTRICT within 30 days of the opening of bids, Bidder will execute the Contract and furnish the properly executed bonds, insurance certificates and other forms as may be required within the time and in the forms and amount required by the Contract and that upon Bidder's failure, neglect, or refusal to do so, Bidder shall forfeit to THE DISTRICT the Bid Security accompanying this Bid, not as a penalty, but as liquidated damages.

SUBMITTED on _____, 2022.

6.02 Complete the following information to describe the nature of the entity submitting the Bid, and then **sign the bid on the appropriate signature line:**

Are you an Individual, a Corporation, a Partnership, or a Joint Venture? The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated below.

If Bidder is:

6.02.01: An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

Business address: _____

Phone No.: _____ Email: _____

Or

6.02.02: A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Business address: _____

Phone No.: _____ Email: _____

Or

6.02.03: A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(CORPORATE SEAL)

Attest _____
(Signature of Corporate Secretary)

Business address: _____

Phone No.: _____ Email: _____

Date of Qualification to do business is _____.

Or

6.02.04: A Joint Venture

Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ Email: _____

Joint Venturer Name: _____ (SEAL)

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ Email: _____

Phone Number, Address and Email for receipt of official communications
to Joint Venture:

Business address: _____

ATTN: _____

CITY: _____ STATE: _____ ZIP: _____

Phone No.: _____ Email: _____

SECTION 00102

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____,
certify that I am the _____ Secretary of the
corporation named as PRINCIPAL in the within Bid Bond; that _____
_____ who signed the said Bid Bond on behalf of the PRINCIPAL was then _____
_____ of said
corporation, that I knew his signature, and his signature thereto is genuine; and that said Bid
Bond was duly signed, sealed and attested for in behalf of said corporation by authority of its
governing body.

(CORPORATE
SEAL)

SECTION 00103

SUBCONTRACTORS

The BIDDER is required to list all SUBCONTRACTORS proposed to be utilized in the WORK. Provide name, address, telephone number, nature and amount of each subcontract. (Enter NONE, where all work will be performed by the BIDDER). Failure to list SUBCONTRACTORS here may result in rejection of the BID.

Proposed SUBCONTRACTOR: _____

ADDRESS: _____ Telephone _____

_____ Amount: \$ _____

Nature of the work: _____

Proposed SUBCONTRACTOR: _____

ADDRESS: _____ Telephone _____

_____ Amount: \$ _____

Nature of the work: _____

Proposed SUBCONTRACTOR: _____

ADDRESS: _____ Telephone _____

_____ Amount: \$ _____

Nature of the work: _____

(Enclose additional sheets of necessary.)

The BIDDER is further required to state the name of the Foreman or Superintendent that the BIDDER is proposing will supervise the project on behalf of the Bidder:

Foreman or Supervisor: _____ Years of Experience _____

RJRD2022-02 HVAC at the Lodge

SECTION 00104

EXPERIENCE RECORD

The BIDDER is required to state the character of previous WORK, give references, and such other detailed information as will enable the OWNER to determine responsibility, including experience, skill, and financial standing.

ADDRESS: _____ PERSON TO CONTACT: _____
CITY: _____ PHONE: _____
STATE: _____ ZIP: _____
PROJECT NAME: _____
DESCRIPTION: _____

ADDRESS: _____ PERSON TO CONTACT: _____
CITY: _____ PHONE: _____
STATE: _____ ZIP: _____
PROJECT NAME: _____
DESCRIPTION: _____

ADDRESS: _____ PERSON TO CONTACT: _____
CITY: _____ PHONE: _____
STATE: _____ ZIP: _____
PROJECT NAME: _____
DESCRIPTION: _____

**(Use additional copies of this form as required)*

NON-COLLUSION AFFIDAVIT

RE: Richfield Joint Recreation District Bid: RJRD 2022-02 HVAC at the Lodge, at Richfield Heritage Preserve, 4374 Broadview Road, Richfield, Ohio 44286

_____, * being first duly sworn, deposes and says as follows:

That the Affiant is _____,**

of _____, *** the party who made the foregoing proposal or bid; that is was genuine and not collusive; that said bidder did not collude, conspire, connive, or agree, directly or indirectly, with any bidder or other person, that such other bidder or person should refrain from bidding, or submit a sham bid; further, such bidder did not in any manner, directly or indirectly seek by any agreement, or collusion, or communication or conference with any person, to fix the bid price of either Affiant or any other bidder or to fix overhead, profit, or cost element(s) of the bid price, and did not collude, conspire, or agree to secure any advantage against the Richfield Joint Recreation District, or any person interested in the proposed contract. Affiant further says that all statements contained in the proposal or bid are true to the best of Affiant's knowledge and belief. Affiant further says that Affiant did not directly or indirectly submit this bid, or the contents thereof, or divulge information or data relative thereto to any other bidder or association, or to any agent or member thereof.

SIGNATURE OF
AFFIANT

Sworn and subscribed before me this _____ day of _____, 20_____

SIGNATURE OF NOTARY PUBLIC

A Notary Public in and for: _____ County, _____

My Commission expires _____

[S E A L]

* Print or type name of Affiant.

** Print or type office (president, etc.) of Affiant

*** Print or type name of firm submitting bid.

SECTION 00106 - PERSONAL PROPERTY TAX STATEMENT

PERSONAL PROPERTY TAX STATEMENT

1.0 **PERSONAL PROPERTY TAXES.** The successful bidder shall provide a properly executed statement which fulfills the requirements of Section 5719.042 of the Ohio Revised Code reproduced in the following:

"Section 5719.042. After the award by a taxing district of any contract let by competitive bid and prior to the 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 person property taxes on any such tax list, in which case the statement shall also set forth 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 (30) 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."

2.0 The affidavit exactly as shown on Section 00106 Page 2 below shall be reproduced on the bidder's letterhead, signed by the appropriate signatory, and notarized.

3.0 No contract will be finalized by the Board of Trustees of the Richfield Joint Recreation District until such affidavit is received in full compliance with ORC Section 5719.042.

SECTION 00106 - PERSONAL PROPERTY TAX STATEMENT

Bidder's Affidavit Personal Property Tax Delinquency

RE: Bid No. _____
Personal Property Tax Certificate
Required by 5719.042 ORC

To: Board of Trustees,
Richfield Joint Recreation District
P.O. Box 246
4374 Broadview Road
Richfield, Ohio 44286-0246

Dear Sir or Madam:

_____, of _____
President Company Name

(A) The above hereby certifies that the party to whom contract award is being considered was not charged with any delinquent personal property tax on the general tax list of personal property for any county in the State of Ohio at the time the bid was submitted for the above referenced contract.

OR

(B) The above hereby certifies that the party to whom contract award is being considered has been charged with a delinquency regarding personal property tax on the general tax list of personal property for any county in the State of Ohio at the time of bid opening for the above referenced contract. The amount of the due and unpaid delinquent taxes, including any due and unpaid penalties and interest therein, is \$ _____. It is understood that the Treasurer is required to transmit this statement to the County Treasurer.

It is understood that, by law, this statement is to be signed by the party whose bid has been tentatively accepted, and must be affirmed under oath. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the Treasurer to the County Treasurer within thirty days of the date it is submitted. The statement must be incorporated into the contract before any payment can be made under the subject contract.

_____ SWORN TO before me and subscribed in my presence this
_____ day of _____, 20____.

_____ Notary Public

Note: This affidavit is to be reproduced on the bidder's letterhead, signed by the appropriate signatory, and notarized.

SECTION 00107

BID BOND

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

Richfield Joint Recreation District
4374 Broadview Road, P.O. 246,
Richfield OH 44286-0246

BID

BID DUE DATE: _____

PROJECT (Brief Description Including Location):

RJRD 2022-02 HVAC at the Lodge

BOND

BOND NUMBER: _____

DATE (Not later than Bid due date): _____

PENAL SUM: _____

(Words)

(Figures)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

(Seal)

Bidder's Name and Corporate Seal

(Seal)

Surety's Name and Corporate Seal

By: _____

Signature and Title

By: _____

Signature and Title
(Attach Power of Attorney)

Attest: _____

Signature and Title

Attest: _____

Signature and Title

- Note: (1) Above addresses are to be used for giving required notice.
(2) Any singular reference to Bidder, Surety, OWNER or other party shall be considered plural where applicable.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER upon default of Bidder the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds, insurance certificates and policies required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1. OWNER accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds, insurance certificates and policies required by the Bidding Documents, or

3.2. All Bids are rejected by OWNER, or

3.3. OWNER fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by OWNER and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States

Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10. Surety represents that it is authorized to transact business in the state where the Project is located. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer or proposal as applicable.

SECTION 00108

AGREEMENT OF SURETY

(Note: This Agreement must be properly executed and must accompany the certified check furnished as proposal security.) Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570, as amended).

KNOW ALL MEN BY THESE PRESENTS, that we _____, as Surety, a Corporation existing under the laws of the State of _____, and authorized to transact business in the _____, hereby agree to execute, within the time limit specified in the Contract, the Bonds, in the forms and in the amounts required for the faithful performance and fulfillment and for the payment of all workmen and materialmen of the Contract for RJRD 2022-02-HVAC at the Lodge for the Richfield Joint Recreation District, Richfield Ohio; on behalf of

hereinafter called the Bidder, provided that the Owner has within thirty (30) days after the date of receipt of bids notified the apparently successful Bidder of its intention to award the Contract and has required the Bidder to furnish properly executed Performance and Payment Bonds in accordance with Article 1 of Section 00007 Supplementary General Conditions; and the Surety further agrees that should the Surety, after issuance by the Owner of the request for Performance and Payment Bonds, omit or refuse to execute the required bonds, then the Surety shall pay to the RICHFIELD JOINT RECREATION DISTRICT, RICHFIELD OHIO, any difference between the total amount specified in said Bidder's proposal for the required work and the amount for which the RICHFIELD JOINT RECREATION DISTRICT may procure the same work, if the latter amount be in excess of the former, and after deduction therefrom of payment made by reason of the forfeiture of the proposal security.

Date

Corporate Surety

By

(AFFIX
CORPORATE
SEAL)

Title

Business Address

SECTION 00109
PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

Richfield Joint Recreation District
4374 Broadview Road
P.O. Box 246
Richfield, OH 44286-0246

CONTRACT

Bid Date: _____

Amount: _____

Description (Name): RJRD 2022-02 HVAC at the Lodge

BOND

Bond Number: _____

Date: _____

Amount: _____

Modifications to this Bond Form: _____

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Company: _____

Signature: _____ (Seal)

Name and Title: _____

SURETY

(Seal)

Surety's Name and Corporate Seal

By: _____

Signature and Title _____

(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

Attest: _____

Signature and Title _____

CONTRACTOR AS PRINCIPAL

Company: _____

Signature: _____ (Seal)

Name and Title: _____

SURETY

(Seal)

Surety's Name and Corporate Seal

By: _____

Signature and Title: _____

(Attach Power of Attorney)

Attest: _____

Signature and Title: _____

FOR INFORMATION ONLY – Name, Address and Telephone
OWNER'S AGENT OR REPRESENTATIVE (Engineer or other party):

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.
2. If Contractor performs the all the requirements of the Contract in accordance with the Contract documents, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.
3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
 - 3.1. Owner has notified Contractor and Surety, at the addresses described in Paragraph 10 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
 - 3.2. Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 3.1; and
 - 3.3. Owner has agreed to pay the Balance of the Contract Price to:
 1. Surety in accordance with the terms of the Contract;
 2. Another contractor selected pursuant to Paragraph 4.3 to perform the Contract.
4. When Owner has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:
 - 4.1. Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
 - 4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and Contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
 - 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
 2. Deny liability in whole or in part and notify Owner citing reasons therefor.
5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 4.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.
6. The Surety shall be obligated without duplication for:
 - 6.1. The responsibilities of Contractor for correction of defective Work and completion of the Contract;
 - 6.2. Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and
 - 6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.
7. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, successors, or assigns. No right of action shall accrue to Surety on this Bond against Owner's agents, representatives, consultants or subcontractors
8. The Contractor and the Surety agree that any alterations, changes and/or additions to the Contract Documents, and/or any alterations, changes and/or additions to the work to be performed under the Contract in accordance with the Contract Documents, and/or any alterations, changes and/or additions to the Contract, and/or any giving by the Oblige of any extensions of time for the performance of the Co0ntract in accordance with the Contract Documents, and/or any act of forbearance of either the Principal or the Owner toward the other with respect to the Contract Documents and the Contract, and/or the reduction of any percentage to be retained by the Owner as permitted by the Contract Documents and by the Contract, shall not release, in any manner whatsoever, the Contractor and the Surety, or either of them, or their heirs, executors, administrators, successors and assigns, from liability and obligations under this Bond; and the Surety, for value received, does waive notice of any such alterations, changes, additions, extension of time, acts of forbearance and/or reduction of retained percentage to the Contract or to related subcontracts, purchase orders and other obligations.
9. Surety agrees to comply with all laws and regulations in the jurisdiction where this project is located. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within the applicable statute of limitations.
10. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.
 - 12.1. Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including amounts due to Contractor, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
 - 12.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 12.3. Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform and/or complete or otherwise to comply with the terms of the Contract.
 - 12.4. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

SECTION 00110
PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

Richfield Joint Recreation District
4374 Broadview Road, P.O. Box 246
Richfield, OH 44286-0246

CONTRACT

Bid Date: _____

Amount: _____

Description (Name): RJRD 2022-02 HVAC at the Lodge

BOND

Bond Number: _____

Date: _____

Amount: _____

Modifications to this Bond Form: _____

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____

Signature: _____ (Seal)

Name and Title: _____

Surety's Name and Corporate Seal (Seal)

By: _____
Signature and Title _____
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

Attest: _____
Signature and Title _____

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____

Signature: _____ (Seal)

Name and Title: _____

Surety's Name and Corporate Seal (Seal)

By: _____
Signature and Title _____
(Attach Power of Attorney)

Attest: _____
Signature and Title: _____

FOR INFORMATION ONLY – Name, Address and Telephone
AGENCY or BROKER
OWNER'S AGENT OR REPRESENTATIVE (engineer or other party):

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to Owner, this obligation shall be null and void if Contractor:
 - 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2. Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
 - 4.1. Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the addresses described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, the amount of the claim and furnished to the surety an explanation of the claim and copies of the documents on which the Claimant relies to support the claim.
 - 4.2. Claimants who do not have a direct contract with Contractor:
 1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days (or other period provided by law or regulation) after having last performed labor or last furnished materials or equipment included in the claim stating the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to Surety and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor and furnished to the surety an explanation of the claim and copies of the documents on which the Claimant relies to support the claim.
5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor and to the Surety, that is sufficient compliance.
6. When a Claimant has satisfied the conditions of Paragraph 4, and has submitted any additional supporting documentation, and any sworn proof of claim, requested by the Surety, the Surety shall, within a reasonable period of time, which shall not be less than 45 days, respond to the Claimant and offer to pay or arrange for payment of any undisputed amount; provided, however, that the failure of the Surety to fully and/or timely discharge its obligations under this paragraph or to dispute or identify any specific defense to all or part of a claim shall not be deemed an admission of liability by the Surety or otherwise constitute a waiver of any rights or defenses the Contractor and/or Surety may have or acquire as to such claim, including, without limitation, any right to dispute such claim. In no event shall the Surety's liability to any Claimant under this bond exceed the sum properly due such claimant.
 - 6.1. Send an answer to that Claimant, with a copy to Owner, within 60 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2. Pay or arrange for payment of any undisputed amounts.
 - 6.3. The Surety's failure to discharge its obligations under this Section 6 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a claim. However, if the Surety fails to discharge its obligations under this Section 6, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs to recover any sums found to be due and owing to the Claimant.
7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.
8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.
9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. The Contractor and the Surety agree that any alterations, changes and/or additions to the Contract Documents, and/or any alterations, changes and/or additions to the work to be performed under the Contract in accordance with the Contract Documents, and/or any alterations, changes and/or additions to the Contract, and/or any giving by the Owner of any extensions of time for the performance of the Contract in accordance with the Contract Documents, and/or any act of forbearance of either the Principal or the owner toward the other with respect to the Contract Documents and the Contract, and/or the reduction of any percentage to be retained by the Owner as permitted by the Contract Documents and by the Contract, shall not release, in any manner whatsoever, the Contractor and the Surety, or either of them, or their heirs, executors, administrators, successor and assigns, from liability and obligations under this Bond; and the Surety, for value received, does waive notice of any such alterations, changes, additions, extensions of time, acts of forbearance and/or reduction of retained percentage to the Contract or to be related subcontracts, purchase orders and other obligations.
11. Any suit or action shall be commenced by a Claimant under this Bond in a court of competent jurisdiction in the location in which the Work is located within the applicable statute of limitations for the state where the project is located. Surety agrees to comply with all laws and regulations in the jurisdiction.
12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.
14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
15. DEFINITIONS
 - 15.1. Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
 - 15.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 15.3. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract.

Affidavit of Prevailing Wage Law Compliance

Affidavit of Compliance

PREVAILING WAGES

I, _____
(Name of person signing affidavit) (Title)

do hereby certify that the wages paid to all employees of

(Company Name)

for all hours worked on the

_____ RJRD 2022-02 HVAC at the Lodge _____

project, during the period from _____ to _____ (Project Dates)

are in compliance with prevailing wage requirements of Chapter 4115 of the Ohio Revised Code. I further certify that no rebates or deductions have been or will be made, directly or indirectly, from any wages paid in connection with this project, other than those provided by law.

(Signature of Officer or Agent)

Sworn to and subscribed in my presence this _____ day of _____,
20_____.

(Notary Public)

The above affidavit must be executed and sworn to by the officer or agent of the contractor or subcontractor who supervises the payment of employees. This affidavit must be submitted to the owner (public authority) before the surety is released or final payment due under the terms of the contract is made.

Note: This form is substantially identical to State of Ohio Department of Commerce form LAW1003.

SECTION 00112

PARTIAL WAIVER OF LIEN

STATE OF _____)
COUNTY OF _____)

IN CONSIDERATION of the sum of \$ _____ paid to the undersigned by _____ hereinafter referred to as the "Owner", the receipt of which is hereby acknowledged, for labor or services, material, fixtures, apparatus or machinery here forth furnished through the date specified below, on the certain project known as RJRD 2022-02 HVAC at the Lodge, under and in connection with the contract(s) _____, dated _____ together with any applicable change orders to and modifications of said contract(s).

THE UNDERSIGNED HEREBY STATES, AFFIRMS AND AGREES THAT, with respect to all of such work furnished through the date specified below, the undersigned does hereby waive its right to claim, and releases any and all lien, or claim, or right of lien under the statutes of the State of _____, relating to mechanics liens and any and all other liens against property, on the monies, bonds or warrants due or about to become due from the Owner on account of labor or services, material, fixtures, apparatus or machinery here forth furnished through _____, 20____ by the undersigned for the above described premises/project.

This waiver does not cover any retention or any labor, services, or materials furnished after the date specified above.

This partial waiver of lien shall inure to the benefit of the Owner, and its successors and assigns and shall be binding upon the undersigned and its or their heirs, successors and assigns.

DATED THIS _____ day of _____, 20____.

COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

Sworn to and executed before me this _____ day of _____, 20____.

(SEAL)

Notary Public State of _____

My Commission Expires: _____

SECTION 00113

FINAL RELEASE AND WAIVER OF LIEN

STATE OF _____)
COUNTY OF _____)

IN CONSIDERATION of the sum of \$ _____ to be paid to the undersigned by the RICHFIELD JOINT RECREATION DISTRICT hereinafter referred to as the "Owner", as full and final payment for all services required of and additional services performed by the undersigned for the Owner on the certain project known as RJRD 2022-02 HVAC at the Lodge; including without limitation all work performed under and in connection with the contract(s) _____ dated _____ together with all additions, supplements and change orders to and modifications of, said contract(s), and all other work, if any, performed by the undersigned on said project.

THE UNDERSIGNED HEREBY STATES, AFFIRMS AND AGREES THAT, with respect to all of such work:

1. All labor employed thereon or in connection therewith and all payroll taxes and charges (such as withholding taxes, social security taxes, union fringe benefits, and/or insurance premiums) have been paid in full; and
2. The undersigned hereby releases and forever discharges the Owner and all lands, improvements, chattels and other real and personal property connected with or a part of said project from any and all claims, demands, liens, and claims of lien whatsoever arising out of the contract(s) and/or said work and which it now has or hereafter might or could have except the following _____ . (If there are no exceptions, write "None".)
3. All materials, tools, equipment, supplies and services furnished and used upon or in connection with said services have been paid for in full; and all sales, use, and excise and similar taxes on or in connection with the same have been paid in full; and
4. All other claims against the undersigned or its subcontractors arising out of performance of the Contract either have been paid or that the Contractor has and will maintain in force such Public Liability and Property Damage Insurance as will fully protect him and his subcontractors and the Owner and the Engineer from any such claims as may be pending or that may thereafter arise in conjunction with the work.
5. The undersigned will, at its sole cost and expense, defend and hold harmless the Owner and Engineer from any and all claims and demands and will defend against and obtain the discharge of any and all liens and claims of lien of others arising out of or in connection with said services, including, without limitation, those claimed or asserted by any employee, supplier, or subconsultant of the undersigned or by an employee or supplier of any governmental agency, surety or insurance carrier.

This release and waiver of lien shall inure to the benefit of the Owner, Engineer and its successors and assigns and shall be binding upon the undersigned and its or their heirs, successors and assigns.

DATED THIS _____ day of _____, 20____.

AUTHORIZED SIGNATURE: _____

COMPANY NAME: _____

TITLE: _____

DATE: _____

Sworn to and executed before me this _____ day of _____, 20____.

Notary Signature _____

Notary Public State of _____

My Commission Expires: _____

(SEAL)

00201 CONTRACT AGREEMENT

AGREEMENT made as of the  day of _____ in the year 2022
(In words, indicate day, month and year.)

BETWEEN the Owner:

Richfield Joint Recreation District
4374 Broadview Road
P.O. Box 246
Richfield, OH 44286-0246
(330) 888-0511
office@rjrd.org

and the Contractor:
(Name, legal status, address and other information)

For the following Project:

 RJRD 2022-02 HVAC at the Lodge

Located at

The Richfield Heritage Preserve
4374 Broadview Road
 Richfield, OH 44286

The Owner and Contractor agree as follows.

TABLE OF ARTICLES

1	THE WORK OF THIS CONTRACT
2	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
3	CONTRACT SUM
4	PAYMENT
5	DISPUTE RESOLUTION
6	ENUMERATION OF CONTRACT DOCUMENTS
7	GENERAL PROVISIONS
8	OWNER
9	CONTRACTOR
10	OWNER Not used
11	SUBCONTRACTORS
12	CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
13	CHANGES IN THE WORK
14	TIME
15	PAYMENTS AND COMPLETION
16	PROTECTION OF PERSONS AND PROPERTY
17	INSURANCE AND BONDS
18	CORRECTION OF WORK
19	MISCELLANEOUS PROVISIONS
20	TERMINATION OF THE CONTRACT
21	CLAIMS AND DISPUTES

EXHIBIT A ~~Contractor's Bid~~

EXHIBIT B ~~Additional Terms and Conditions~~

ARTICLE 1 THE WORK OF THIS CONTRACT

The Contractor shall execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The date of commencement of the Work is specified in Section 00203 Notice to Proceed.

§ 2.2 The Contract Time shall be measured from the date of commencement.

§ 2.3 Substantial Completion

§ 2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work by no later than April 30, 2022, at close of business, or as otherwise specified in the Contract Documents.

§ 2.3.2 If the Contractor fails to achieve Substantial Completion as provided in this Section 2.3, liquidated damages, if any, shall be assessed as set forth in Section 3.5.

ARTICLE 3 CONTRACT SUM

§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

(Check the appropriate box.)

[\$ _____] Stipulated Sum, in accordance with Section 3.2 below

§ 3.2 The Stipulated Sum shall be _____ Dollars (\$ _____), subject to additions and deductions as provided in the Contract Documents.

§ 3.2.1 The Stipulated Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates, if any.)

See Exhibit A: Contractor's Sealed Bid RJRD2022-02, received April 5, 2022

§ 3.2.2-Intentionally Omitted

§ 3.3-Intentionally Omitted

§ 3.4-Intentionally Omitted

§ 3.5 Notwithstanding anything to the contrary in this Agreement or the Contract Documents, Liquidated Damages shall be recoverable by Owner for Contractor delay. The Liquidated Damages for each day of inexcusable delay beyond the Substantial Completion Date in Section 2.3.1 shall be \$50.00 per calendar day.

§ 3.5.1 Contractor hereby waives the argument that the Liquidated Damages are equivalent to the assessment of a penalty on the Contractor. Contractor acknowledges and agrees that the actual delay damages which Owner will suffer in the event of a delay in achieving Substantial Completion and Final Completion of the Work are difficult, if not impossible to determine, and that the Liquidated Damages described above are a fair and reasonable estimate of the delay damages which the Owner is expected to suffer in the event of such delay.

§ 3.5.2 Owner may deduct the aforesaid Liquidated Damages from any unpaid amount then or thereafter due Contractor under the Contract Documents. Any Liquidated Damages not so deducted from any unpaid amounts due Owner shall be immediately due and payable to Owner upon demand, together with interest from the date of such demand at the rate equal to 0.5 % per month. At Owner's sole and exclusive discretion, Liquidated Damages may be deducted from Contractor's monthly Progress Payment, or retainage due and owing to Contractor for labor, services, and material furnished in connection with the Project.

ARTICLE 4 PAYMENT

§ 4.1 Progress Payments

§ 4.1.1 Based upon Applications for Payment submitted to the Owner by the Contractor and Certificates for Payment issued by the Owner's Representative, if required by the Owner, Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 4.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month. The issuance of an Application for Payment by the Contractor shall be a representation that the Contractor has (1) conducted a thorough on-site inspection to check the quality and quantity of the Work, (2) reviewed and is comfortable with the construction means, methods techniques, and sequences of the Work, and (3) reviewed other

trade subcontractor data requested by the Contractor or Owner. The Contractor will also verify that all lien releases submitted with any trade subcontractors' applications for payment are valid, current and correctly configured according to the amount to be disbursed. The submission of unconditional lien releases for the prior month's Progress Payment shall be considered to be a condition precedent to the Owner's obligation to release the current month's Progress Payment.

§ 4.1.3 Provided that an Application for Payment is received by the Owner not later than the last day of a month, the Owner shall make payment of approved and undisputed amounts to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Owner after the date fixed above, approved and undisputed payment shall be made by the Owner not later than thirty (30) days after the Owner receives the Application for Payment.

§ 4.1.4 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold retainage from the payment otherwise due as follows:

§ 4.1.5 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the legal rate for public agencies in the State of Ohio.

§ 4.2 Final Payment

§ 4.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 Owner has approved Contractor's right to final payment.

§ 4.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after Owner's approval of Contractor's right to final payment.

ARTICLE 5 DISPUTE RESOLUTION

§ 5.1 Binding Dispute Resolution

For any claim subject to, but not resolved by, mediation pursuant to Section 21.5, the method of binding dispute resolution shall be as follows:

[«X»] Litigation.

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved in a court of competent jurisdiction.

ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

§ 6.1 The Contract Documents are defined in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 6.1.1 The Agreement is this executed AIA Document A104™-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 6.1.2 Intentionally Omitted as not applicable.

§ 6.1.3 The Supplemental and other Conditions of the Contract:

Document	Title	Date	Sections
RJRD2022-02	HVAC at the Lodge	December 17, 2021	00007 Supplemental General Conditions
00202	Notice of Award	As issued	
00203	Notice to Proceed	As issued	

§ 6.1.4 The Specifications:

(See attached Exhibit. A Contractor's Sealed Bid RJRD2022-02, received April 5, 2022)

§ 6.1.5 The Drawings:

None

§ 6.1.6 The Addenda, if any:

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are enumerated in this Article 6.

§ 6.1.7 Additional documents, if any, forming part of the Contract Documents:

.1 Other Exhibits:

Exhibit A, Addendum 1 per Contractor's Sealed Bid RJRD2022-02.
Exhibit B, Additional Terms and Conditions

.2 Other documents, if any, listed below:

None

ARTICLE 7 GENERAL PROVISIONS

§ 7.1 The Contract Documents

The Contract Documents are enumerated in Article 6 and consist of this Agreement (including, if applicable, Supplemental and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Owner. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

This Agreement and the provisions of the referenced documents are intended to supplement and complement each other and shall, where possible, be so interpreted, if, however, any provision of this Agreement conflicts with a provision of the referenced documents or Contract Documents, or if there is a conflict within this Agreement or within any of the referenced documents or the Contract Documents, the provision determined by Owner shall govern.

§ 7.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Contractor.

§ 7.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 7.4 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by an Owner and the Owner's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 7.5 Ownership and use of Drawings, Specifications and Other Instruments of Service

§ 7.5.1 An Owner and the Owner's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Owner's or Owner's consultants' reserved rights.

§ 7.5.2 The Contractor, Subcontractors, Sub-subcontractors and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to the protocols established pursuant to Sections 7.6 and 7.7, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Owner's consultants.

§ 7.6 Digital Data Use and Transmission – Intentionally Omitted

§ 7.7 Building Information Models Use and Reliance – Intentionally Omitted

§ 7.8 Severability

The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 7.9 Notice

§ 7.9.1 Except as otherwise provided in Section 7.9.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission.

§ 7.9.2 Notice of Claims shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 7.10 Relationship of the Parties

The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Owner and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

ARTICLE 8 OWNER

§ 8.1 Intentionally Omitted

§ 8.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or repeatedly fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

§ 8.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to any other remedies the Owner may have, correct such default or neglect, and to withhold all payments to Contractor to the extent reasonably necessary to

reimburse the Owner for the reasonable cost of correcting such deficiencies, including the Owner's expenses and compensation for the Owner's additional services made necessary by such default, neglect, or failure. If the Contractor disagrees with the actions of the Owner, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 21.

ARTICLE 9 CONTRACTOR

§ 9.1 Review of Contract Documents and Field Conditions by Contractor

§ 9.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 9.1.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as other information furnished by the Owner, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Owner any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the Owner may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

§ 9.1.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Owner any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Owner may require.

§ 9.2 Supervision and Construction Procedures

§ 9.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

§ 9.2.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

§ 9.3 Labor and Materials

§ 9.3.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 9.3.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 9.3.3 The Contractor may make a substitution only with the consent of the Owner, after evaluation by the Owner and in accordance with a Modification.

§ 9.4 Warranty

The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage. All other warranties required by the

Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 15.6.3.

§ 9.5 Taxes

The Contractor shall pay sales, consumer, use, and other similar taxes that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 9.6 Permits, Fees, Notices, and Compliance with Laws

§ 9.6.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 9.6.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work, including those matters set forth on Exhibit B. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

In performing its duties under this Agreement, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, veteran status, or ancestry, and to ensure that applicants for employment are considered for employment and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, disability, age, veteran status, or ancestry, the Contractor shall incorporate the requirements of this paragraph in all of the respective contracts for any of the Construction (other than subcontracts for standard commercial supplies or raw materials), and shall require all subcontractors for any part of the Construction to incorporate such requirements in all sub-subcontracts for such work.

§ 9.7 Allowances – Intentionally Omitted

§ 9.8 Contractor's Construction Schedules

§ 9.8.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 9.8.2 The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Owner.

§ 9.9 Submittals

§ 9.9.1 The Contractor shall review for compliance with the Contract Documents and submit to the Owner Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents in coordination with the Contractor's construction schedule and in such sequence as to allow the Owner reasonable time for review. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner that the Contractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements, and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals.

§ 9.9.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

§ 9.9.3 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents or unless the Contractor needs to provide such services in order to carry out the Contractor's own responsibilities. If professional design services or certifications by a design professional are specifically required, the Owner will specify the performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional. If no criteria are specified, the design shall comply with applicable codes and ordinances. Each Party shall be entitled to rely upon the information provided by the other Party. The Owner will review and approve or take other appropriate action on submittals for the limited purpose of checking

for conformance with information provided and the design concept expressed in the Contract Documents. The Owner's review of Shop Drawings, Product Data, Samples, and similar submittals shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. In performing such review, the Owner will approve, or take other appropriate action upon, the Contractor's Shop Drawings, Product Data, Samples, and similar submittals.

§ 9.10 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 9.11 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 9.12 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus material from and about the Project.

§ 9.13 Access to Work

The Contractor shall provide the Owner with access to the Work in preparation and progress wherever located.

§ 9.14 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Owner.

§ 9.15 Indemnification

§ 9.15.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Owner's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent caused by (i) a breach of this agreement by Contractor, or (ii) the negligent or willful acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.15.1.

§ 9.15.2 In claims against any person or entity indemnified under this Section 9.15 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 9.15.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 10 OWNER's Representative

§ 10.1 The Owner may appoint an Owner's Representative. Such Owner's Representative, will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction. The Owner's Representative will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 10.2 Duties, responsibilities, and limitations of authority of the Owner's Representative as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner. Consent shall not be unreasonably withheld.

§ 10.3 The Owner or the Owner's Representative has authority to reject Work that does not conform to the Contract Documents and to require inspection or testing of the Work.

§ 10.4 The Owner will review and approve or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 10.5 The Owner or Owner's Representative will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Owner or Owner's Representative will make initial decisions on all claims, disputes, and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions rendered in good faith.

§ 10.6 The Owner's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

ARTICLE 11 SUBCONTRACTORS

§ 11.1 A Subcontractor is a person or entity that has a direct contract with the Contractor to perform a portion of the Work at the site.

§ 11.2 Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner and Owner's Representative, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the Owner.

ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 12.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 12.2 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's activities with theirs as required by the Contract Documents.

§ 12.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a Separate Contractor because of delays, improperly timed activities, or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work, or defective construction of a Separate Contractor.

ARTICLE 13 CHANGES IN THE WORK

§ 13.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Construction Change Directive signed by the Owner. Upon issuance of the Change Order or Construction Change Directive, the Contractor shall proceed promptly with such changes in the Work, unless otherwise provided in the Change Order or Construction Change Directive.

§ 13.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner, by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The Owner's Representative or Owner will make an interim determination of the amount of payment due for purposes of certifying the Contractor's monthly Application for Payment. When the Owner and Contractor agree

on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the parties will prepare a Change Order.

§ 13.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted as mutually agreed between the Owner and Contractor; provided that the Contractor provides notice to the Owner promptly and before conditions are disturbed.

§ 7.5 **ADVANCE WRITTEN AUTHORIZATION.** No change in the Work, whether by way of additions, deletions or modifications to the Work, shall be the basis of an addition to the Contract Sum or an extension of time unless and until such changed Work has been authorized by written Change Order or Construction Change Directive executed by the Owner in advance of its performance, describing the changed Work authorized and stating the adjustment to the Contract Sum or Contract Time, if any, or providing a method for such adjustment. This requirement is the essence of the Contract Documents and oral change directives are not sufficient. The Contractor waives the right to recover, whether in contract or quasi-contract, compensation for any changed Work performed in advance of or without having received a Change Order or Construction Change Directive issued in strict accordance with the requirements of this Section. No course of conduct or dealings between the parties, nor express or implied acceptance of changes to the Work nor any claim that the Owner has been unjustly enriched by such change, whether or not there is in fact unjust enrichment, shall constitute a waiver or estoppel or shall be the basis for any claim to an increase in the Contract Sum or other compensation or to an extension of time.

§ 7.6 **APPROVAL OF CHANGE ORDERS.** All Change Orders must first be approved in writing and signed by the Chairman of the RJRD Board of Trustees. In addition, all Change Orders of five thousand dollars (\$5,000.00) or more must first be approved by a formal Resolution of the Board of Trustees.

ARTICLE 14 TIME

§ 14.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing this Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 14.2 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 14.3 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 14.4 The date of Substantial Completion is the date certified by the Owner in accordance with Section 15.6.3.

§ 14.5 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) changes ordered in the Work; (2) by national labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control; or (3) by other causes that the Contractor asserts, and the Owner determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Owner may determine, subject to the provisions of Article 21.

ARTICLE 15 PAYMENTS AND COMPLETION

§ 15.1 Schedule of Values

§ 15.1.1 The Contractor shall submit a schedule of values to the Owner before the first Application for Payment, allocating the entire Stipulated Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy required by the Owner. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 15.1.2 The allocation of the Stipulated Sum under this Section 15.1 shall not constitute a separate stipulated sum or for each individual line item in the schedule of values.

§ 15.2 Control Estimate – Intentionally Omitted

§ 15.3 Applications for Payment

§ 15.3.1 The Contractor shall submit to the Owner an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 15.1, for completed portions of the Work. The application shall be notarized, if required; be supported by all data substantiating the Contractor's right to payment that the Owner or

Owner's Representative require; and shall reflect retainage if provided for in the Contract Documents. Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 15.3.2 Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 15.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

§ 15.4 The Owner may withhold payment in whole or in part, to the extent reasonably necessary to protect the Owner. If the Owner withholds payment, the Owner will notify the Contractor of its reasons for withholding payment. If the Contractor and the Owner cannot agree on a revised amount, the Owner will promptly issue payment for the amount for which the Owner deems to be due. The Owner may also withhold payment because of subsequently discovered evidence, may nullify the whole or a part a payment previously issued, to such extent as may be necessary to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 9.2.2, because of

- .1 defective Work not remedied;
- .2 third-party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 15.5 Progress Payments

§ 15.5.1 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-subcontractors in a similar manner.

§ 15.5.2 Neither the Owner nor Owner's Representative shall have an obligation to pay or see to the payment of money to a Subcontractor or supplier except as may otherwise be required by law.

§ 15.5.3 A progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 15.5.4 The Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 15.6 Substantial Completion

§ 15.6.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 15.6.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Owner a comprehensive list of

items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 15.6.3 Upon receipt of the Contractor's list, the Owner will make an inspection to determine whether the Work or designated portion thereof is substantially complete. When the Owner determines that the Work or designated portion thereof is substantially complete, the Owner will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 15.6.4 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 15.7 Final Completion and Final Payment

§ 15.7.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner and Owner's Representative, if any, will promptly make such inspection and, when the Owner find the Work acceptable under the Contract Documents and the Contract fully performed, the Owner will promptly issue a final Certificate for Payment stating that to the best of the Owner's knowledge, information and belief, and on the basis of the Owner's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Owner's final Certificate for Payment will constitute a further representation that conditions stated in Section 15.7.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 15.7.2 Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

§ 15.7.3 The making of final payment shall constitute a waiver of claims by the Owner except those arising from

- .1 liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 15.7.4 Acceptance of final payment by the Contractor, a Subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of the final Application for Payment.

ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

§ 16.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part

by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 16.1.2 and 16.1.3. The Contractor may make a claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Owner's Representative or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 9.15.

§ 16.2 Hazardous Materials and Substances

§ 16.2.1 The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner of the condition. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

ARTICLE 17 INSURANCE AND BONDS

§ 17.1 Contractor's Insurance

§ 17.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Section 17.1 or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the insurance required by this Agreement from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 18.4.

§ 17.1.2 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One Million (\$1,000,000) each occurrence, Two Million (\$2,000,000) general aggregate, and Two Million (\$2,000,000) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 9.15.

§ 17.1.3 Automobile Liability covering vehicles owned by the Contractor and non-owned vehicles used by the Contractor, with policy limits of not less than One Million (\$1,000,000) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 17.1.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance in the amount no less than Three Million (\$3,000,000), provided such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 17.1.2 and 17.1.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 17.1.5 Workers' Compensation at statutory limits.

§ 17.1.6 Employers' Liability with policy limits not less than One Million (\$1,000,000) each accident, One Million (\$1,000,000) each employee, and One Million (\$1,000,000) policy limit.

§ 17.1.7 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits in accordance with commercially reasonable standards for projects of similar scope and size in the jurisdiction that the Project is located.

§ 17.1.8 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than \$500,000 (\$500,000) per claim and \$1,000,000 (\$1,000,000) in the aggregate.

§ 17.1.9 Coverage under Sections 17.1.7 and 17.1.8 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than \$500,000 (\$500,000) per claim and \$1,000,000 (\$1,000,000) in the aggregate.

§ 17.1.10 The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Section 17.1 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the period required by Section 17.1.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy.

§ 17.1.11 The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ 17.1.12 To the fullest extent permitted by law, the Contractor shall cause the commercial liability coverage required by this Section 17.1 to include (1) the Owner, the Owner's Representative, and the Owner's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Owner's Representative and the Owner's Consultants, CG 20 32 07 04.

§ 17.1.13 Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.1, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 17.2 Owner's Insurance

§ 17.2.1 Owner's Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability and property insurance.

§ 17.2.2. Waiver of Subrogation

§ 17.2.2.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Owner's Representative and Owner's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by this Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Owner's Representative, Owner's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 17.2.2.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

ARTICLE 18 CORRECTION OF WORK

§ 18.1 The Contractor shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed, or

completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Owner's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 18.2 In addition to the Contractor's obligations under Section 9.4 and in Exhibit A, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 15.6.3, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.

§ 18.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 8.3.

§ 18.4 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 18.5 Nothing contained in this Section 18.5 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 18.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

ARTICLE 19 MISCELLANEOUS PROVISIONS

§ 19.1 Assignment of Contract

Neither party to the Contract shall assign the Contract without written consent of the other, except that the Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 19.2 Governing Law

The Contract shall be governed by the laws of the State of Ohio, County of Summit, where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 21.6.

§ 19.3 Tests and Inspections

Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 19.4 The Owner's representative:

(Name, address, email address and other information)

§ 19.5 The Contractor's representative:
(Name, address, email address and other information)

§ 19.6 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 20 TERMINATION OF THE CONTRACT

§ 20.1 Termination by the Owner for Cause

§ 20.1.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial d of a provision of the Contract Documents.

§ 20.1.2 When any of the reasons described in Section 20.1.1 exists, the Owner may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' notice, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 20.1.3 When the Owner terminates the Contract for one of the reasons stated in Section 20.1.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 20.1.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Owner's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 20.2 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Owner shall pay the Contractor for approved and undisputed Work executed, including all materials ordered for the Project in accordance with the Contract Documents prior to the date of termination.

ARTICLE 21 CLAIMS AND DISPUTES

§ 21.1 Claims, disputes, and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Owner but excluding those arising under Section 16.2, shall be referred initially to the Owner for decision. Such matters, except those waived as provided for in Section 21.7 and Sections 15.7.3 and 15.7.4, shall, after initial decision by the Owner or 30 days after submission of the matter to the Owner, be subject to mediation as a condition precedent to binding dispute resolution.

§ 21.2 Notice of Claims

§ 21.2.1 Claims by the Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the Owner within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 21.2.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the other party.

§ 21.3 Time Limits on Claims – Intentionally Omitted

§ 21.4 If a claim, dispute or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 21.5 The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with their Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 21.6 Continuing Contract Performance

Pending final resolution of a Claim, except as otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make approved and undisputed payments in accordance with the Contract Documents.

§ 21.7 Intentionally Omitted.

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

(Printed name and title)

CONTRACTOR *(Signature)*

(Printed name and title)

Exhibit A

Contractor's Sealed Bid RJRD2022-01, received January 20, 2022

DRAFT

Exhibit B
Supplemental General Conditions

Additional conditions if any, not covered in 00007 Supplementary General Conditions, or elsewhere in the Contract Documents, will be inserted here before this Agreement is signed by either the Contractor or the Owner.

DRAFT

SECTION 00202

NOTICE OF AWARD

Dated _____

[Certified Mail -- Return Receipt Requested]

TO: _____
(BIDDER)

ADDRESS: _____

Contract: _____
(Insert name of Contract as it appears in the Bidding Documents)

Project: RJRD 2022-02 HVAC at the Lodge

OWNER's Contract No. _____

You are notified that your Bid dated _____ for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a Contract for _____

(Indicate total Work, alternates or sections or Work awarded)

The Contract Price of your Contract is _____ Dollars (\$ _____).

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

You must comply with the following conditions precedent within fifteen (15) days of the date you receive this Notice of Award.

1. Deliver to the OWNER ____ fully executed counterparts of the Contract Documents. Each of the Contract Documents must bear your signature.
2. Deliver with the executed Contract Documents the Contract security (Bonds) as specified in the Instructions to Bidders and Supplementary Conditions.

3. (List other conditions precedent).

Failure to comply with these conditions within the time specified will entitle OWNER to consider your Bid in default, to annul this Notice of Award and to declare your Bid security forfeited.

Within fifteen (15) days after you comply with the above conditions, OWNER will return to you one fully executed counterpart of the Contract Documents.

(OWNER)

By: _____
(AUTHORIZED SIGNATURE)

(TITLE)

(Use Certified Mail,
Return Receipt Requested)

SECTION 00203

NOTICE TO PROCEED

Dated _____

TO: _____
(CONTRACTOR)

ADDRESS¹: _____

Contract: _____
(Insert name of Contract as it appears in the Contract Documents)

Project: RJRD 2022-02 HVAC at the Lodge

OWNER'S CONTRACT NO. _____

You are notified that the Contract Times under the above contract will commence to run on _____. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 2.3.1 of the Agreement the date of Final Completion is May 29, 2022 unless otherwise modified in the contract documents.

Before you may start any Work at the Site, paragraph 2.05.C of the General Conditions provides that you and Owner must each deliver to the other (with copies to Engineer and other identified additional insureds) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the Site, you must
(add other requirements)

By: _____
(OWNER)

(AUTHORIZED SIGNATURE)

(TITLE)

(Use Certified Mail, Return Receipt Requested)

Appendix A Addendum 1

(To be inserted if and when issued.)

APPENDIX BC

Bidder's Checklist

Yes (X)	Section & Article Nos.	ITEM
	All	<input type="checkbox"/> Did you use blue or black ink only for all signatures and blue or black ink or else type all other data? <i>Do not use a pencil.</i>
	000101 Bid Form Page 1	<input type="checkbox"/> Did you acknowledge all Addenda on the Bid Form?
	00101 Bid Form Page 3	<input type="checkbox"/> 4.01.01 Did you write in an accurate Contract Price? <input type="checkbox"/> 4.01.02 Did you subtract the DEDUCT amount from the CONTRACT PRICE at 4.01.01 and enter the result as ALTERNATE 1 PRICE? <input type="checkbox"/> 4.01.03 Use only if offering a separate ALTERNATE 2. <input type="checkbox"/> <i>Did you check your math?</i>
	00101 Page 4	<input type="checkbox"/> 4.02 Did you complete and enclose the List of Equipment and Materials?
	00101 Page 5	<input type="checkbox"/> 4.03 Did you complete and enclose the List of Equipment and Materials for the ALTERNATE 2? Did you include an explanation of the alternate?
	00101 Bid Form Page 6-8	<input type="checkbox"/> Did you enter an accurate date? <input type="checkbox"/> Did you enter all applicable State of Ohio Contractor License No's? <input type="checkbox"/> Did you sign and accurately execute the Bid accurately as an individual, partnership, corporation, or joint venture? <input type="checkbox"/> Are <u>all</u> the correct signatures and seals included? <input type="checkbox"/> Did you attach evidence of authority to sign?
	00006 Instructions to Bidders Article 3	Did you include the following statements of qualifications: <input type="checkbox"/> 00103 Experience Statement per 3.01.A <input type="checkbox"/> Financial Statement per 3.01.B
	00200 – 8.01 & 15.02.C-F	Did you enclose bid security? <input type="checkbox"/> a certified or bank check, <input type="checkbox"/> If a certified or bank check is used, did you include an executed Agreement of Surety (00108)? or <input type="checkbox"/> a Bid Bond? <input type="checkbox"/> If a Bid Bond is used as Bid Security, did you include a certificate identifying the responsible corporate principal (00102)?
	00103	<input type="checkbox"/> Did you identify all subcontractors? <input type="checkbox"/> Did you identify the Supervisor or Foreman that you propose to assign to the Project?
	00006 Page 12	Did you include in the bid envelope: <input type="checkbox"/> 00105 Non-collusion affidavit, signed and notarized. <input type="checkbox"/> 00106 Personal Property Tax Statement, signed and notarized.
	00006 Page	<input type="checkbox"/> Is your envelope opaque, <i>sealed</i> , and addressed to the OWNER? <input type="checkbox"/> Does the Bidder's name appear in the upper left-hand corner of the envelope? <input type="checkbox"/> Is the project title entered in the lower left-hand corner of the envelope?

Note: Usage of this checklist in preparing the bid submission is completely optional, and it has been included for the convenience of the bidder only. The Bidder remains solely and entirely responsible for the completeness and accuracy of the bid.

Rev 02282022

Appendix RES Resolution 05-2022

(To be inserted when available.)