OWNER-CONTRACTOR AGREEMENT

OWNER:	**THE CITY OF DELAWARE**	**CONTRACT:**	General Contract
ADDRESS:	**ONE SOUTH SANDUSKY STREET DELAWARE, OHIO 43015**	**ALTERNATES:**	None
PROJECT:	PITTSBURGH DRIVE RAILROAD TRACK AND GRADE CROSSING REHABILITATION Bid No. 15-15	**CONTRACTOR:**	_____
		ADDRESS:	_____

This document is an agreement between the Owner and the Contractor for the Work described in the Contract Documents related to the Contract identified above for the Project defined above and is effective as of the date the Agreement is signed by the Owner.

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

1. CONTRACT DOCUMENTS. The Contract Documents consist of the following documents:

   A. Legal Notice;
   B. Instructions to Bidders;
   C. Bid Form;
   D. Owner-Contractor Agreement;
   E. General Conditions of the Contract for Construction (EJCDC C-700, 2002 edition), as modified;
      F. Drawings titled PITTSBURGH DRIVE RAILROAD CROSSING IMPROVEMENT PLAN and dated June 29, 2015;
   G. Specifications;
   H. Addenda issued;
   I. Contractor's Personal Property Tax Affidavit (O.R.C. 5719.042);
   J. Statement of Claim Form; and
   K. Modifications issued after the execution of the contract, including:
      i. A written amendment to the Agreement signed by both parties;
      ii. A Change Order;
      iii. A Work Change Directive; or,
      iv. A written order for a minor change of the Work issued by the Design Professional in accordance with the General Conditions; and

   Note: Non-Contract Documents. The following are the reports and tests of subsurface conditions at or contiguous to the Site, if any, that the Design Professional has used in preparing the Contract Documents. These are not Contract Documents. The General Conditions, as modified, contain additional terms related to these reports and tests.

      1. None

   Note: Non-Contract Documents. The following are those reports and drawings related to any Hazardous Conditions at the Site, if any. These are not Contract Documents. The General Conditions, as modified, contain additional terms related to these reports and drawings. (None if none are listed).

   _____

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

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

Name: City of Delaware, Public Works Department

Address: 1 South Sandusky Street
Delaware, Ohio 43015

The Design Professional's Representative is Chad W. Green, P.E.

3. TIME FOR COMPLETION AND PROJECT COORDINATION.

3.1 DATE FOR COMMENCEMENT. The date of commencement of the Work shall be the date that written Notice to Proceed issued by the Owner, through the Design Professional, to the Contractor.

3.2 DATES FOR SUBSTANTIAL COMPLETION. The Project and Work for the Project consists of all labor, materials, equipment, and services necessary for construction of the Project, all in accordance with the Drawings and Specifications prepared by the Design Professional. The Project will be substantially complete within __12___ calendar days of Owner's issuance of the Notice to Proceed.

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

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

_____ _____

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

3.3 CONSTRUCTION SCHEDULE. The Construction Schedule shall be developed by the Contractor as provided in the Contract Documents.

3.4 COORDINATING CONTRACTOR. (Reserved.)

3.5 LIQUIDATED DAMAGES. If the Contractor does not have its Work on the Project Substantially Complete by the specified Date for Substantial Completion or Finally Complete within forty-five (45) days of achieving Substantial Completion, the Contractor shall pay the Owner (and the Owner may set off from sums coming due the Contractor) Liquidated Damages in the per diem amounts as set forth in the following tables, whichever may be applicable. "Contract Amount" of the Work will be determined by totaling the cost of all line items of Work, as set forth in the Schedule of Values.

LIQUIDATED DAMAGES – DATE FOR SUBSTANTIAL COMPLETION

Original Contract Amount	Dollars Per Day
$1.00 to $500,000.00	$ 750.00
$500,000.01 to $2,000,000.00	$ 1,000.00
$2,000,000.01 to $10,000,000.00	$ 1,300.00
$10,000,000.01 to $50,000,000.00	$ 2,000.00
$50,000,000.01 and greater	$ 2,500.00

LIQUIDATED DAMAGES – FINAL COMPLETION

Original Contract Amount	Dollars Per Day
$1.00 to $500,000.00	$ 200.00
$500,000.01 to $2,000,000.00	$ 250.00
$2,000,000.01 to $10,000,000.00	$ 325.00
$10,000,000.01 to $50,000,000.00	$ 500.00
$50,000,000.01 and greater	$ 625.00

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

4. CONTRACT SUM (also called Contract Price). The Contract Sum to be paid by the Owner to the Contractor, as provided herein, for the satisfactory performance and completion of the Work and all of the duties, obligations, and responsibilities of the Contractor under this Agreement and the other Contract Documents is _____ Dollars ($_____), subject to adjustment as set forth in the Contract Documents. The Contract Sum includes all federal, state, county, municipal, and other taxes imposed by law, including but not limited to any sales, use, commercial activity, and personal property taxes payable by or levied against the Contractor on account of the Work or the materials incorporated into the Work. The Contractor will pay any such taxes. The Contract Sum includes the following:

Base Bid Amount: $_____ (Lump Sum Bid else Total of all Unit Price Extensions)

List Accepted Alternates, if any:

None

If after Substantial Completion of its Work, the Contractor fails to submit its final payment application with all the documents required to be submitted with such application within ninety (90) days after written notice to do so from the Owner and without prejudice to any other rights and remedies the Owner may have available to it, the balance of the Contract Sum shall become the Owner's sole and exclusive property, and the Contractor shall have no further interest in or right to such balance.

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

6. LIMITATION ON LIABILITY. (Reserved.)

7. GENERAL.

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

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

7.3 LAW AND JURISDICTION. All questions regarding the validity, intention, or meaning of this Agreement or any modifications of it relating to the rights and obligation of the parties will be construed and resolved under the laws of the State of Ohio. Any suit, which may be brought to enforce any provision of this Agreement or any remedy with respect hereto, shall be brought in the Common Pleas Court of Delaware County, Ohio and each party hereby expressly consents to the exclusive jurisdiction of such court to the exclusion of any other court, including any U.S. District Court or any other federal court.

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

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

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

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

7.7.1 NON-DISCRIMINATION. Contractor agrees:

.1 That in the hiring of employees for the performance of Work under this Agreement or in any subcontract, neither the Contractor, subcontractor, or any person acting on behalf of either of them, shall by reason of race, creed, sex, disability as defined in Section 4112.01 of the Ohio Revised Code, or color discriminate against any citizen of the state in the employment of labor or workers who are qualified and available to perform the Work to which the employment relates.

.2 That neither the Contractor, subcontractor, nor any person acting on behalf of either of them shall, in any manner, discriminate against or intimidate any employee hired for the performance of Work under this Agreement on account of race, creed, sex, disability as defined in Section 4112.01 of the Ohio Revised Code, or color.

.3 That there shall be deducted from the amount payable to the Contractor by the Owner under this Agreement a forfeiture of twenty-five dollars ($25.00) as required by Ohio Revised Code Section 153.60 for each person who is discriminated against or intimidated in violation of this Agreement.

.4 That this Agreement may be canceled or terminated by the Owner and all money to become due hereunder may be forfeited for a second or subsequent violation of the terms of this section of this Agreement.

7.7.2 PREVAILING WAGE RATES. The Contractor and its subcontractors, regardless of tier, shall strictly comply with their obligation to pay their employees working on the Project site at the applicable prevailing wage rates for the type of work, including any changes thereto, pursuant to Ohio Revised Code Chapter 4115.

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

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

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

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

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

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

Owner: **City of Delaware, Ohio**

By: _____

Name: R Thomas Holman

Title: City Manger

Date: _____

Contractor: _____

By: _____

Name: _____

Title: _____

Date: _____

The foregoing Agreement is approved as to form.

By: _____

Name: Darren M. Shulman

Title: City Attorney

CERTIFICATE

(Section 5705.41, R.C.)

The undersigned, fiscal officer of the Owner, certifies that the moneys required to pay that part of the Contract Sum coming due during the current fiscal year, under the Agreement to which this Certificate is attached have been lawfully appropriated for such purpose and are in the appropriate account of the Owner, or in the process of collection to the credit of the appropriate account or fund, free from any previous encumbrances. Moneys due in excess of the Contract Sum shall require an additional and separate Fiscal Officer's Certificate.

DATED: _____

_____
Fiscal Officer

INSTRUCTIONS FOR COMPLETION AND MAINTENANCE OF THE NOTICE OF COMMENCEMENT FOR THE CONSTRUCTION PROJECT

This is a protected document with blanks in which you will insert project specific information. Complete the form once contracts are awarded for a construction project. The original Notice of Commencement should be kept in your file. Most of the contractor, surety, and surety agent information will be included on the Bid Form and Bid Guaranty documents.

Do not include this form in the Project Manual.

Here are some reminders relating to the Notice of Commencement ("NOC"):

1. Every owner is required to prepare a NOC for a construction project, no matter the size.
2. The Fiscal Officer or other person in charge of a project generally signs the NOC. The signature must be notarized.
3. On public projects, the NOC is **not** required to be recorded with the County Recorder's Office. You may receive requests for a copy of the recorded NOC, but this is simply a request from contractors and subcontractors who are using a service and/or forms that do not distinguish between public and private project requirements. Remember that a mechanic's lien or claim on a public construction project is not a lien against the real property on which the project is located; it is a claim against the balance of the prime contractor's contract.
4. The NOC does not have to be served on anyone. However, you must provide a copy to anyone who requests it. Keep a record of requests and responses. We recommend sending a copy of the complete NOC to each contractor with the signed construction contract. Each prime contractor has a similar obligation to provide a copy of the NOC if requested to any of its subcontractors and material suppliers. Coordinate with the Design Professional to respond to requests for the NOC. The request may also include a request for a copy of the Contractor's bond.
5. There is no timeline defined in the Revised Code for providing the requested NOC. However, providing a copy within 10 days is reasonable (and matches the time defined for private construction projects).
6. The NOC is **not** required to be posted at the project.
7. A Notice of Furnishing ("NOF") may be sent to you by subcontractors and material suppliers to a prime contractor. Keep these with the NOC or the individual contractor's contract. The NOF can be important if an affidavit of claim or mechanic's lien is alleged later. Read the NOF to see if the company sending it is also requesting a copy of the NOC and/or a copy of the prime contractor's bond. It is easy to overlook, and we have found that requests often include a request for one of these items. Subcontractors and material suppliers with a contract directly with the prime contractor are not required to furnish a NOF; however, you may receive them from direct subcontractors and material suppliers. Subcontractors and material suppliers with contracts with a subcontract to the prime contractor are required to serve a NOF on the prime contractor to let the contractor know that they are involved with the project. The Owner is often copied on these transmittals.
8. If you receive an Affidavit of Claim or a Mechanic's Lien Affidavit, a copy must be sent to the prime contractor within 5 days of receipt. The prime contractor is being notified of the alleged claim and given 20 days to dispute the claim/lien. By statute this must be done, even if the prime contractor is also copied on the initial notice to you.
9. If you receive an Affidavit of Claim, you are required to set aside the amount of the claim from funds currently due the contractor and place it in an escrow account (or interest-bearing savings account) until resolution of the dispute. If the funds are not placed in an escrow account, you may have to pay a higher rate of interest. We can assist you in determining the appropriate amount to set aside and the timing for deposit of the funds into the separate account. For example, if the claim is for $100,000 and the balance to be paid on the contract is only $50,000, you are only obligated to withhold the $50,000 remaining to be paid on the contract.
10. If contracts are awarded for future phases of the same project, you can deal with this by either simply adding the required information for each contractor to the list attached to the Notice or prepare a new Notice of Commencement.

NOTICE OF COMMENCEMENT
FOR PUBLIC IMPROVEMENT
(Ohio Revised Code § 1311.252)

State of Ohio,
County of Delaware; ss:

R Thomas Holman, the City Manger for City of Delaware, being first duly sworn, gives the following information with respect to the public improvement described herein:

1. The name of the public improvement is the PITTSBURGH DRIVE RAILROAD TRACK AND GRADE CROSSING REHABILITATION (the "Project").
2. The Project is located at Pittsburgh Drive and Colomet Drive.
3. The name and address of the public authority are:

   The City of Delaware
   One South Sandusky Street
   Delaware, Ohio 43015

4. The name and address of the principal contractor(s) working on the Project, its trade, and the name and address of its surety are listed in the attached Exhibit A.

If additional contracts are awarded for the Project, this Notice of Commencement will be updated to reflect any such additional principal contractors.

5. The following representative of the public authority should be served with a lien affidavit:

   The City of Delaware
   ATTN: Chad W. Green
   1 S. Sandusky St
   Delaware, Ohio 43015

The foregoing is true and accurate to the best of my knowledge and the information available to me.

_____
[signature]

_____
[printed name]

Subscribed and sworn to before me a notary public this ____ day of _____, 20__, by _____, the _____ for _____.

My Commission Expires:

_____ _____
Notary Public

NOTICE OF COMMENCEMENT
(Ohio Revised Code § 1311.252)

EXHIBIT A: CONTRACTORS for PITTSBURGH DRIVE RAILROAD TRACK AND GRADE CROSSING REHABILITATION.

Contractor: _____
Address: _____
Contact: _____
Surety: _____
Surety Address: _____
Surety Agent: _____
Surety Agent Address: _____
Surety Agent Contact: _____

Trade: General Contract
Date Contract Entered: _____

Tel: _____
Fax: _____
Tel: _____
Fax: _____

CITY OF DELAWARE

CONTRACTOR'S PERSONAL PROPERTY TAX AFFIDAVIT

(O.R.C. § 5719.042)

State of Ohio
County of _____, ss:

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

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

_____, and as its duly
(Address of Contractor)

authorized representative, states that effective this _____ day of _____, 20___,

_____
(Name of Contractor)

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

County	Amount (includes total amount due, plus penalties and interest thereon)
Delaware	$_____

( ) is not charged with delinquent personal property taxes on the general list of personal property in Delaware County.

_____

_____
(Affiant)

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

_____
(Notary Public)

My commission expires

_____, 20__

date

SENT BY REGULAR U.S. MAIL

Surety: name and address

Surety's Agent: name and address; include name of individual who signed the bond

Re: Notice of Award of Contract

To Whom It May Concern:

You are notified that your principal, contractor, has been awarded a contract for construction of the PITTSBURGH DRIVE RAILROAD TRACK AND GRADE CROSSING REHABILITATION in the amount of $ contract sum by the City of Delaware, Ohio.

Thank you,

By _____
Name/Title: R Thomas Homan / City Manger

NOTICE TO PROCEED

PUBLIC WORKS DEPARTMENT

DATE: _____

TO: _____
(BIDDER)

ADDRESS: _____
_____

PROJECT: PITTSBURGH DRIVE RAILROAD TRACK AND GRADE CROSSING REHABILITATION
Delaware, Ohio
Bid Number 15-15

PUBLIC WORKS DEPARTMENT PROJECT NO. 08-15

CONTRACT FOR: PITTSBURGH DRIVE RAILROAD TRACK AND GRADE CROSSING REHABILITATION
Delaware, Ohio
Bid Number 15-15

You are notified that the **CONTRACT TIME** under the above contract will commence to run on
_____, 20__. By that date, you are to start performing your obligations under the **CONTRACT DOCUMENTS**. In accordance with Article 3 of the Agreement, the date of Final Completion is October 31, 2015.

Before you may start any **WORK** at the site, paragraph 2.7 of the **GENERAL CONDITIONS** provides that you must deliver to the **CITY OF DELAWARE** (with copies to **ENGINEER**) certificates of insurance which you are required to purchase and maintain in accordance with the **CONTRACT DOCUMENTS.**

CITY OF DELAWARE, OHIO

_____
CITY MANAGER

_____
DATE

ACCEPTANCE OF NOTICE

Receipt of the above **NOTICE TO PROCEED** is hereby acknowledged

by _____
this the _____day of _____, 20__
By_____
Name and Title _____

CHANGE ORDER NO. 1

☐ Project under construction; Approval requested within five (5) days.
☐ Project on-hold; Immediate approval requested for construction to advance.
☐ Required work previously authorized to address safety issue. Approval required.

CMI No.:	Budget Account No.:

PROJECT/BID NUMBER: 5-15 PITTSBURGH DRIVE RAILROAD TRACK AND GRADE CROSSING REHABILITATION

CONTRACTOR:_____

DATE: _____ ORIGINAL CONTRACT DATE: _____

Description/Justification:

The following changes are hereby made to the **CONTRACT DOCUMENTS:**

Increase (+)/Decrease (-) Schedule of Values Contract Price

REF	ITEM	DESCRIPTION	AMOUNT
TOTAL			

Original **CONTRACT PRICE**: $_____

Current **CONTRACT PRICE** adjusted by previous **Change Order:** $_____

Net change **(decrease/increase)** due to this **Change Order**: $_____

CONTRACT PRICE including this **Change Order**: $_____

CONTRACT TIME will be extended by _____ calendar days.

The **Date for Completion** of all work shall be _____.

The above changes are **ACCEPTED**

_____
CONTRACTOR-AUTHORIZED
REPRESENTATIVE

_____
Date

The above changes are **APPROVED**

It is hereby certified there is a balance to the credit of the proper appropriation or fund to meet the expenditure covered by this change order.

_____	_____
FINANCE DIRECTOR	PROJECT MANAGER
_____	_____
Date	Date
_____	_____
CITY MANAGER	PUBLIC WORKS DIRECTOR
_____	_____
Date	Date

STATEMENT OF CLAIM FORM

Claim No. ___ for Contractor

1. Name of Contractor: _____

2. Date written claim given:_____.

3. Contractor's representative to contact regarding the claim:

   Name:_____ Title: _____
   Telephone No. _____ (office) FAX No. _____

   E-mail: _____

4. General description of claim:

_____
_____
_____

5. Contract Documents. If the claim is based upon any part or provision in the Contract Documents, including but not limited to pages in the Drawings and/or paragraphs in the Specifications, Owner-Contractor Agreement, General Conditions or Supplementary General Conditions, state upon which parts or provisions the claim is based:

_____
_____
_____

6. Delay claims:

   6.1 Date delay commenced: _____
   6.2 Duration or expected duration of the delay, if known: _____
   6.3 Apparent cause of the delay and part of critical path affected:

_____
_____
_____

   6.4 Expected impact of the delay and recommendations for minimizing such impact:

_____
_____
_____

7. Additional compensation. Set forth in detail all additional compensation to which the Contractor believes it is entitled with respect to this claim:

_____
_____
_____

8. Instructions for Completing the Statement of Claim Form ("Instructions"). The Instructions are incorporated in this Form.

9. Truth of Claim. By submitting this claim, the Contractor and its representative certify that after conscientious and thorough review and to the best of his or her knowledge and belief a) the Contractor has complied fully with the Instructions, b) the information in this State of Claim is accurate, c) the Contractor is entitled to recover the compensation in paragraph 7, and d) the Contractor has not knowingly presented a false or fraudulent claim. The Contractor by its authorized representative must acknowledge this Statement of Claim before a notary public.

CONTRACTOR: _____

By: _____

Name and Title:_____

Date: _____

CONTRACTOR'S ACKNOWLEDGMENT

State of _____,

County of _____, ss:

_____ first being sworn, states that after conscientious and thorough review, the statements made in attached Statement of Claim Form are complete and true to the best of his or her knowledge and belief.

_____

Sworn to before me a notary public by _____ on _____ __, 20__.

_____
Notary Public

WHEN COMPLETED, FORWARD A COPY OF THIS NOTICE AND STATEMENT OF CLAIM FORM TO THE OWNER AND DESIGN PROFESSIONAL.

INSTRUCTIONS FOR COMPLETING THE STATEMENT OF CLAIM FORM

1. Completing the Statement of Claim Form ("Claim Form") is a material term of the Contract. The Claim Form tells the Owner and Design Professional that the Contractor is making a Claim and that they need to act promptly to mitigate the effects of the occurrence giving rise to the Claim. The Claim Form also provides them with information so that they can mitigate such effects. The Contractor acknowledges that constructive knowledge of the conditions giving rise to the Claim through job meetings, correspondence, site observations, etc. is inadequate notice, because knowledge of these conditions does not tell the Owner and Design Professional that the Contractor will be making a Claim and most often is incomplete.

2. If the space provided in the Claim Form is insufficient, the Contractor, as necessary to provide complete and detailed information, must attach pages to the Claim Form with the required information.

3. Paragraph 4. The Contractor must state what it wants, *i.e.*, time and/or compensation, and the reason why it is entitled to time and/or compensation.

4. Paragraph 5. The Contractor must identify the exact provisions of the Contract Documents it is relying on in making its Claim. For example, if the Claim is for a change in the scope of the Contractor's Work, the Contractor must identify the specific provisions of the Specifications, and the Plan sheets and details that provide the basis for the scope change.

5. Paragraph 6. This paragraph applies to delay claims, including delays that the Contractor believes result in constructive acceleration. The Contractor must identify the cause of the delay, party or parties responsible, and what the party did or did not do that caused the delay, *i.e.*, specific work activities. The Contractor acknowledges that general statements are not sufficient, and do not provide the Owner with sufficient information to exercise the remedies available to the Owner or to mitigate the effects of the delay.

   For example, if the Contractor claims a slow response time on submittals caused a delay, the Contractor must identify the specific submittals, all relevant dates, and then show on the applicable schedule, by circling or highlighting, the activities immediately affected by the delays. Also for example, if the Contractor claims it was delayed by another Contractor, the Contractor must identify the delaying Contractor, specifically what the delaying Contractor did or did not do that caused the delay, and then show the applicable schedule, by circling or highlighting, the activities immediately affected by the delays. Further by example, if the Contractor seeks an extension of time for unusually severe weather, the Contractor must submit comparative weather data along with a record of the actual weather at the job site and job site conditions.

6. Paragraph 6.4. Time is of the essence under the Contract Documents. If there is a delay, it is important to know what can be done to minimize the impact of the delay. It therefore is important that the Contractor provide specific recommendations on how to do so.

7. Paragraph 7. The Contractor must provide a specific and detailed breakdown of the additional compensation it seeks to recover. For future compensation, the Contractor shall provide its best estimate of such compensation.

8. Paragraph 8 and Acknowledgment. By submitting this Claim, the Contractor and its representative certify that after conscientious and thorough review and to the best of his or her knowledge and belief a) the Contractor has complied fully with the Instructions, b) the information in this Claim Form is accurate, c) the Contractor is entitled to recover the compensation in paragraph 7, and d) the Contractor has not knowingly presented a false or fraudulent claim. The Contractor by its authorized representative must acknowledge this Statement of Claim before a notary public.

End of Instructions

DESIGN PROFESSIONAL'S
CERTIFICATE OF SUBSTANTIAL COMPLETION

Project:
PITTSBURGH DRIVE RAILROAD TRACK AND GRADE CROSSING REHABILITATION

Contract For:
General Contract

Owner:
City of Delaware

CONTRACTOR: [insert name and address]
_____

The Design Professional hereby certifies that the Date for Substantial Completion of the Contractor's Work as set forth in the Owner-Contractor Agreement is:

October 31, 2015
(Insert Date for Substantial Completion of the Work)

The Design Professional hereby certifies that the Date for Substantial Completion in the Contractor's Agreement with the Owner (the "Agreement"), as extended by Change Orders and Claims submitted by the Contractor that have been Finally Resolved, as defined below, is:

1. Date for Substantial Completion in the Agreement (above): October 31, 2015
2. Additional days added to Date for Substantial Completion by Change Order: _____
3. Additional days added by Claims that have been Finally Resolved: _____
4. Date for Substantial Completion in the Contract Adjusted by days under No. 2 and No. 3 _____

"Finally Resolved" means that the Design Professional has made a decision (or declined to make a decision) on the Claim under the General Conditions and that any litigation regarding the Claim has been concluded.

The Design Professional certifies that the Contractor's Work to the best of the Design Professional's knowledge, information, and belief was Substantially Complete, as Substantial Completion is defined in the Contract Documents, on _____.

The Design Professional hereby certifies that the difference between (a) the Date for Substantial Completion adjusted by the days under No. 2 and No. 3 above and (b) the date the Contractor's Work was Substantially Complete is _____ days.

NOTICES OF DELAY. The Design Professional hereby certifies that all "NOTICES OF DELAY" submitted by the Contractor and described in the General Conditions are attached to this Certificate. This certification is solely for the purpose of identifying all "NOTICES OF DELAY" submitted by the Contractor and is not intended to imply that any of these NOTICES OF DELAY were properly submitted in accordance with Contract Documents or are valid.

STATEMENT OF CLAIM FORMS. The Design Professional hereby certifies that all Statement of Claim Forms described in the General Conditions and submitted by the Contractor are attached to this Certificate. This certification is solely for the purpose of identifying all Statement of Claim Forms

submitted by the Contractor and is not intended to imply that any of these Statement of Claim Forms were properly submitted in accordance with Contract Documents or are valid.

PUNCHLIST ITEMS. A list of items to be completed by the Contractor is attached to this Certificate. The failure to include items on this list does not change the responsibility of the Contractor to complete its Work in accordance with the Contract Documents. The Contractor shall complete all items on the Punchlist in accordance with the Contract Documents.

Security, maintenance, utilities, damage to the Work and insurance are the responsibility of the Owner and the Contractor based on their operations pursuant to final completion of the Work.

Copies of this Certificate were provided to the Contractor and the Owner on _____

Design Professional: Chad W. Green, P.E.

Signature: _____

Date: _____

APPLICATION FOR PAYMENT
PUBLIC WORKS DEPARTMENT

PAYMENT NO. _____

DATE:_____

To **CITY OF DELAWARE, OHIO**

PROJECT: PITTSBURGH DRIVE RAILROAD TRACK AND GRADE CROSSING REHABILITATION
(Bid # 15-15)

CONTRACTOR:_____

For **WORK** accomplished through the date of _____

Attach schedule of completed **WORK** as necessary.

CONTRACTOR's Certification:

The undersigned **CONTRACTOR** certifies that (1) all previous progress payments received from **CITY OF DELAWARE** on account of **WORK** done under the **CONTRACT** referred to above have been applied to discharge in full all obligations of **CONTRACTOR** incurred in connection with **WORK** covered by prior **APPLICATIONS FOR PAYMENT** numbered 1 through _____ inclusive; and (2) title to all materials and equipment incorporated in said **WORK** or otherwise listed in or covered by this **APPLICATION FOR PAYMENT** will pass to **CITY OF DELAWARE** at time of payment free and clear of all liens, claims, security interests, and encumbrances (except such as covered by **BOND** acceptable to **CITY OF DELAWARE**).

_____
CONTRACTOR

_____
AUTHORIZED REPRESENTATIVE

Dated _____, 20___

Payment of the **AMOUNT DUE THIS APPLICATION** is recommended.

_____
PROJECT MANAGER

Dated_____, 20___

_____
PUBLIC WORKS DIRECTOR

Dated_____20___

CONTRACTOR'S AFFIDAVIT and CERTIFICATION WITH LIST OF SUBCONTRACTORS AND SUPPLIERS WITH ANY AMOUNTS WITHHELD

PROJECT: CONTRACTOR:

PITTSBURGH DRIVE RAILROAD TRACK AND GRADE CROSSING REHABILITATION

In Support of PAYMENT APPLICATION No.: _____

For the Period Through: _____

STATE OF _____:
: SS,
COUNTY OF _____:

The undersigned after first being sworn swears that a) all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment; b) set forth below is a complete list of its Subcontractors and Suppliers; and c) set forth below is a complete description of all amounts withheld from any Subcontractor or Supplier and the reason why. Attach additional sheets if necessary.

Typed or Printed Name of Subcontractor or Supplier	Address of Subcontractor or Supplier	Telephone Number of Subcontractor or Supplier

WITHHOLDINGS FROM SUBCONTRACTORS AND/OR SUPPLIERS:

Typed or Printed Name of Subcontractor or Supplier	**Amount Withheld**	**Reason for Withholding**

Moreover, Contractor certifies that, except for as set forth immediately above, Contractor has paid all of its subcontractors and suppliers who were due to be paid with the proceeds of the prior Application for Payment and Contractor acknowledges that Owner is relying upon such certification when paying Contractor the amount asked for in the payment application that this Affidavit and Certification supports.

CONTRACTOR: [insert name]

_____

BY: _____
(Signature of authorized representative

NOTARY PUBLIC

Subscribed and sworn to before me on this date by _____ on behalf of _____.

_____
Signature of Notary Public

Notary Public: _____

My Commission Expires: _____

Ohio Department of TAXATION

STEC-CC
Rev. 3/15/04

Sales and Use Tax
Construction Contract Exemption Certificate

Identification of Contract:

Contractee's (Owner's) name: City of Delaware, Ohio

Exact location of job/project: Pittsburgh Drive and Colomet Drive

Name of job/project as it appears on contract documentation: PITTSBURGH DRIVE RAILROAD TRACK AND GRADE CROSSING REHABILITATION

The undersigned hereby certifies that the tangible personal property purchased under this exemption certificate was purchased for incorporation into:

☒	real property under a construction contract with the United States government, its agencies, the State of Ohio, or an Ohio political subdivision;	☐	real property which is owned, or will be accepted for ownership at the time of completion, by the United Sates government, its agencies, the State of Ohio, or an Ohio political subdivision;
☐	a horticulture structure or livestock structure for a person engaged in the business of horticulture or producing livestock;	☐	a house of public worship or religious education;
☐	a building used exclusively for charitable purposes by a nonprofit organization operated exclusively for charitable purposes as defined in section 5739.02(B)(12) of the Revised Code;	☐	a building under a construction contract with an organization exempt from taxation under section 501(c)(3) of the Internal Revenue Code of 1986 when the building is to be used exclusively for the organization's exempt purposes;
☐	the original construction of a sports facility under section 307.696 of the Revised Code;	☐	a hospital facility entitled to exemption under section 140.08 of the Revised Code;
☐	real property outside this state if such materials and services, when sold to a construction contractor in the state in which the real property is located for incorporation into real property in that state, would be exempt from a tax on sales levied by that state		

The original of this certificate must be signed by the owner/contractee and/or government official and must be retained by the prime contractor. Copies must be maintained by the owner/contractee and all subcontractors. When copies are issued to suppliers when purchasing materials, each copy must be signed by the contractor or subcontractor making the purchase.

Prime Contractor

Name: _____

Signed by: _____

Title: _____

Street address: _____

City, state, ZIP code: _____

Date: _____

Owner/Contractee

Name: City of Delaware

Signed by: _____

Title: _____

Street address: One South Sandusky Street

City, state, ZIP code: Delaware, Ohio 43015

Date: _____

Subcontractor

Name: _____

Signed by: _____

Title: _____

Street address: _____

City, state, ZIP code: _____

Date: _____

Political Subdivision

Name: _____

Signed by: _____

Title: _____

Street address: _____

City, state, ZIP code: _____

Date: _____