Lake Metroparks
Farmpark
Paving Repairs & Resurfacing
Bid No. 2023-004

Lake County Probate Judge
Mark J. Bartolotta

Lake Metroparks Board of Park Commissioners
Gretchen Skok DiSanto
Frank J. Polivka
John C. Redmond, CPA

Executive Director
Paul Palagyi

January 9, 2023

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*** Bid Form must be purchased through SE Blueprint, Inc. 2035 Hamilton Avenue, Cleveland, Ohio 44114 (216) 241-2250 or www.seblueprint.com.**

INVITATION TO BID - LEGAL NOTICE

Sealed bids will be received at Lake Metroparks Administrative Offices, 11211 Spear Road, Concord Township, Ohio 44077 until **February 8, 2023** local time, on **11:00 a.m.** and thereafter will be publicly opened, read and recorded for the following:

NAME OF PROJECT: Farmpark Paving Repairs & Resurfacing
BID NUMBER: 2023-004
PRE-BID MEETING: January 31, 2023 at 10:00 a.m. (8800 Euclid Chardon Rd., Kirtland, OH 44094 – meet at main visitor entrance)

All documents, specifications, plans, etc., can be VIEWED AND PURCHASED at www.seblueprint.com. Copies may be PURCHASED for $30.00 (Thirty Dollars), (non-refundable fee) through SE Blueprint, Inc., 2035 Hamilton Avenue, Cleveland, Ohio 44114, (216) 241-2250. A $15 shipping/delivery fee is applicable for each set of Bidding Documents. Documents may also be REVIEWED, at Lake Metroparks Administrative Offices, 11211 Spear Road, Concord Township, Ohio 44077 or at www.lakemetroparks.com, click on “About Us”.

Each bid *($50,000 or greater)* shall be accompanied by a Bid Guarantee in the form of either:

1. A certified check or cashier's check (Bid Check) made payable to "Lake Metroparks", in an amount equal to 10% of the bid amount conditioned to provide that if the bid is accepted the bidder will enter into a proper contract for the work; or
2. A Bid Guarantee and Performance Bond, for the full amount of the bid as provided in Section 153.571 of the Ohio Revised Code. A form of this bond is included in the Bidding Documents.

Bids must be submitted in sealed envelopes and clearly marked with the Bid No. and Project Title. No bid may be withdrawn before sixty (60) days have elapsed after the Bid Opening Date. This bond shall be written on an acceptable surety company authorized to do business in the State of Ohio and in an amount equal to 100% of the contract price. Bid guaranties of all unsuccessful bidders will be held until a proper contract is entered into or until all bids are rejected, as the case may be, and will be returned immediately thereafter. The successful bidder shall be required to file, at the time a contract is entered into, a Performance Bond and Labor and Material Payment Bond.

The Board intends to award a contract to the lowest and best bidder whose bid is submitted in accordance with the requirements of these bidding documents and does not exceed the funds available for the Project. The Board reserves the right to accept separate bids on various items of work, or to accept any combination of bids, or to reject any or all bids, and to waive any technical deficiencies or irregularities in bids.

BY THE ORDER OF **Lake Metroparks Board of Park Commissioners**
Paul Palagyi, Executive Director

Published: News-Herald, SE Blueprint and www.lakemetroparks.com on **January 9, 2023**.

INSTRUCTION TO BIDDERS

1. Bidding Documents

1.1 Copies of the Contract Documents, including any Drawings and Specifications, may be obtained for bidding purposes upon the conditions set forth in the Invitation to Bid.

1.2 Persons or entities other than the bidder may view the Contract Documents at locations stated in the Invitation to Bid or at the office of the bidder. Persons or entities desiring additional information shall request such information from the bidder who shall then make a written request on its own letterhead to the Board for the additional information. The requesting person or entity shall bear the costs of printing and handling or any other cost arising from production of the requested information and shall be billed for printing costs directly by the printing company.

1.3 The bidder shall be responsible for advising any suppliers, subcontractors or sub-subcontractors of any alternates or changes to the Drawings and Specifications that may be issued as Addenda, and the Board assumes no responsibility for any bidder's failure to do so. The Board assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Contract Documents.

1.4 All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person who signs bid. Prices shall be stated in units and quotations made separately on each item. In case of conflict, unit prices will govern. Where there is a conflict between words and figures, words will govern.

1.5 Bidders who have received this document from an outside source, not the Issuing Office (Lake Metroparks Planning Department), or obtained the documents from the Lake Metroparks website, should immediately contact the Issuing Office and provide their name, mailing address, email address, phone/fax number in order to be placed on the BIDDERS LIST. Bidders who fail to notify the Issuing Office with this information assume complete responsibility in the event that they do not receive communications from the Issuing Office prior to the closing date.

2. Bid Form

2.1 Bids must be made on the documents furnished in the Bid Documents. Each bid must contain the full name of all persons or entities submitting the bid and any parties-in-interest to such persons or entities.

2.2 Bids made by unincorporated entities or partnerships must set forth the name and place of residence or each principal or partner thereof, respectively.

2.3 Bids made by corporations must indicate the state of incorporation and the names and titles of officers having authority to sign the bid and Contract on behalf of the corporation. A copy of the corporate resolution authorizing those officers' signatures of the bid and Contract must be attached to the bid.

2.4 Proposals shall be addressed and sent to the address stated in the Invitation to Bid. Before the Board may consider any proposal, the Board must receive the proposal on or before the date and hour set for opening the bids. Conditions, limitations or provisions other than those expressly called for by any bidding document inserted as part of the proposal may cause the bid to be rejected by the Board.

2.5 Alterations of any Contract Document by erasure or interlineations must be explained or noted in such Contract Document over signature of bidder.

3. General Requirements

3.1 Bidders may bid on any or all parts of the Work and on any alternate described in the Contract Documents. Bidders may bid on any combination of contracts to be let in connection with the Project provided that the bidder must be engaged in the type of work for which the bid is submitted.

3.2 The Board reserves the right to accept bids in the combinations shown on the bid form, or to reject any or all bids, and to waive any technical deficiencies or irregularities in bids.

3.3. No contract will be awarded to any bidder who is in arrears to the Board for any debt or contractual obligation or who is in default as a surety or otherwise on any obligation owed to the Board.

3.4. Oral, telephonic or telegraphic bids are invalid and will not receive consideration.

3.5 The bidder shall submit a properly executed statement regarding personal property taxes in accordance with the enclosed statement entitled "Personal Property Tax Delinquency."

3.6 The Bidder (Prime Contractor) shall supply a minimum of 15% of the total labor force required to complete this Project, exclusive of supervisory and administrative personnel.

4. Bonds or Guaranties

(Note - Bid Guarantee and Performance Bond are only required on Bids/Proposals in excess of $50,000)

4.1 A Bid Guarantee in the amount and manner prescribed in the Invitation to Bid shall accompany each bid.

4.2 The bidder shall furnish a Performance Bond and Labor and Material Payment Bond in the manner and amount prescribed in the Invitation to Bid.

4.3. The Board reserves the right to retain the Bid Guarantees of all bidders for a period of sixty (60) days after the bids are opened and read. During this sixty-day period, no bid may be withdrawn without the Board's permission or as otherwise provided by law. Bidders to whom contracts are awarded shall execute the contracts within (5) five days from the date of these bidders' receipt of notice of the contract award. Bidders whose Bid Guarantees are in a form other than the form set forth in section 153.571 of the Ohio Revised Code shall provide sureties in conjunction with execution of the contracts. Failure of any bidder to execute a contract or provide sureties within the time specified will be deemed an abandonment of the contract, will result in forfeiture by the bidder of its Bid Guarantee.

5. Examination of Drawings, Specifications and Work Site

5.1 Prior to submitting a bid, each bidder shall carefully examine the Drawings, Specifications and all other Contract Documents as well as visit the site of the Work to fully apprise itself of all conditions and limitations under which the Work will be performed. The bid shall reflect the costs of all items necessary to perform the Work. No allowances will be made to any bidder because of a lack of examination of the Contract Documents or inspection of the Work Site, and upon submission of the bid, the bidder shall be deemed to have made such examination and inspection.

6. Statement of Bidder's Qualifications

6.1 Each bidder shall complete and submit the enclosed "STATEMENT OF BIDDER'S QUALIFICATIONS".

7. Disclosures

7.1 The bidder to whom the Contract is awarded shall within seven (7) calendar days of notification of such award submit in writing to the Board the following information:

(a) the nature and extent of Work to be performed by the bidder's own employees and forces;
(b) the names of suppliers of principal items, systems, materials or equipment proposed to be used for the Work as well as the names and descriptions of such items, systems, materials or equipment; and
(c) the names of any Subcontractors and Sub-subcontractors proposed to be used for any part of the Work.

7.2 Bidders shall establish to the satisfaction of the Board the reliability and capability of any proposed Subcontractors, Sub-subcontractor or supplier.

7.3 Persons or entities proposed by bidders to be Subcontractors, Sub-subcontractors or suppliers must perform the Work for which they were initially proposed and shall not be removed or replaced without prior written consent of the Board.

7.4 The qualifications of all subcontractors must be included in the bid package as noted in the detailed specifications.

8. Working Hours

8.1 Bids shall be based on the assumption that the Work will be performed on an eight (8) hour day, five (5) days a week basis. Any overtime expenses necessary to meet the construction schedule shall be borne by the contractor.

9. Administration of the Contract and Any Other Prime Contracts Relating to the Project

9.1 The Bidder awarded the General Trades Contract shall be the Contract Administrator and as such shall schedule and coordinate the work performed under its contract as well as any work performed under any other prime contracts relating to the Project. The Contract Administrator shall include in its bid all costs involved in the scheduling and coordination of such work, including but not limited to costs attributable to compiling progress reports.

9.2 The Contract Administrator shall schedule, coordinate and direct all phases of construction to ensure timely completion of the Project. All prime contractors and Subcontractors shall cooperate with the Contract Administrator in preparing the work schedule and maintaining construction progress in accordance with the schedule. They shall also provide requested information to the Contract Administrator on a monthly basis to assist the Contract Administrator in performing its responsibilities as such. Failure of any prime contractor or any Subcontractor to cooperate with the Contract Administrator shall be deemed by the Board to be a breach of contract by the party failing to so cooperate.

9.3 The Board shall not certify monthly payments for any prime contractor until it receives from the Contract Administrator certification that such prime contractor's work progress is satisfactory and that the prime contractor is completing its work according to the schedule prepared by the Contract Administrator.

9.4 Progress meetings shall occur on the same day and hour each week for the duration of the Project, or as otherwise agreed to by the Board, prime contractors and subcontractors. The Board shall distribute accurate minutes of these meetings to all prime contractors. Decisions reached at such meetings shall be binding upon all parties involved in the Project.

9.5 The Contract Administrator shall prepare and submit to the Board a progress schedule for the Project. Upon the Board's approval of the schedule, the Contract Administrator shall furnish four (4) copies to the Board. The schedule shall be revised monthly or as otherwise necessary to ensure timely completion of the Project. The schedule and all revisions thereof, as approved by the Board, shall be binding upon all parties involved in the Project.

9.6 The Contract Administrator shall coordinate the distribution of all Drawings for the Project. A copy of such Drawings shall be kept at the job site at all times.

10. Wage Rates

10.1 Any bidder awarded the Contract shall comply with the Wage Rate Requirements as described in Section 6 in Supplemental Instructions to Bidders in this this Document and ARTICLE 12 of the BOARD-CONTRACTOR AGREEMENT.

11. Discrimination

11.1 Any bidder awarded the Contract shall comply with ARTICLE 20 of the BOARD-CONTRACTOR AGREEMENT.

End of Instructions to Bidders

SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

1. Questions about the Project

1.1 All questions concerning the Project shall be referred to:

Lake Metroparks Representative:
Seth Oldham
Park Planner
(440) 639-7275 ext. 1874
soldham@lakemetroparks.com

2. Pre-bid Conference

2.1 There will be a pre-bid conference for this project on the dates(s) listed below. Attendance is recommended.

Date	Location	Time
January 31, 2023	8800 Euclid Chardon Rd., Kirtland, OH 44094	10:00 a.m.

3. Proposed Schedule for Project Completion

3.1 This schedule reflects the anticipated time required to complete the work defined in the specifications and shown on the drawings. Bidders are requested to submit with their bid, their proposed schedule for completion of the work described.

Advertised Public Bidding ……..	January 9, 2023
Pre-Bid Conference …….....	January 31, 2023
Bid Opening ……	February 8, 2023
Award of Bid by Board ……...	February 15, 2023
Authorization to Proceed and Contracts …….	March 1, 2023
Construction to Commence …….....	June 1, 2023
Substantial Completion ……...	June 23, 2023
Punch List Completion ……	June 30, 2023
Occupancy by Lake Metroparks and Final Completion ….	July 1, 2023

The work shall commence no later than five (5) days after the Contractor's receipt of written notice to commence work, and, subject to authorized adjustments

4. Time of Completion

4.1 **Substantial Completion**, as defined in Paragraph 4.3 & 4.5 of Board –Contractor Agreement, shall be achieved not later than the date of 6/23/23, but not later than the **Final Completion Date** of 7/1/23.

5. Estimate of Cost

5.1 The following is an estimated range of cost for completing the project:

BASE BID TOTAL RANGE: $90,000.00

6. Prevailing Wage Threshold Levels

6.1 Under guidelines established by AM Sub. H.B.350, if the Contract Sum under this Agreement exceeds the dollar thresholds established by the *Ohio Department of Employment Services - Wage and Hour Division*, the contractor(s) are required to conform to the prevailing wage rates as established by the Ohio Industrial Relations Board. Thresholds are to be adjusted biennially (every two years) by the Director of Ohio Department of Commerce.
Biennial adjustments to threshold levels are made according to the Price Deflator for Construction Index, United States Department of Commerce, Bureau of the Census.

6.2 Threshold Levels

"New" construction threshold for *Building* Construction – **$250,000**

"Reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting" threshold level for *Building* Construction – **$75,000**

As of January 1, 2022:

"New" construction that involves *roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction* threshold level has been adjusted to – **$96,091**

"Reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting" that involves *roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction* threshold level has been adjusted to – **$28,789**

6.3 The Prevailing Wage Determination Schedule for this project is available for review at the office of the Owner's Prevailing Wage Coordinator, or for the complete Prevailing Wage information packet please contact:
Ohio Department of Commerce
Division of Industrial Compliance and Labor
Bureau of Wage and Hour Administration
6606 Tussing Road, PO Box 4009
Reynoldsburg, Ohio 43068-9009
614-644-2239
www.com.ohio.gov/laws/

6.4 Current prevailing wage rates are available through the Ohio Department of Commerce at the following link:

http://www.com.ohio.gov/dico/

Prevailing Wage Determination Cover Letter

County: LAKE
Determination Date: June 1, 2023
Expiration Date: October 1, 2023

THE FOLLOWING PAGES ARE PREVAILING RATES OF WAGES ON PUBLIC IMPROVEMENTS FAIRLY ESTIMATED TO BE MORE THAN THE AMOUNT IN O.R.C. SEC. 4115.03 (b) (1) or (2), AS APPLICABLE. Section 4115.05 provides, in part: "Where contracts are not awarded or construction undertaken within ninety days from the date of the establishment of the prevailing wages, there shall be a redetermination of the prevailing rate of wages before the contract is awarded." The expiration date of this wage schedule is listed above for your convenience only. This wage determination is not intended as a blanket determination to be used for all projects during this period without prior approval of this Department.

Section 4115.04, Ohio Revised Code provides, in part: "Such schedule of wages shall be attached to and made a part of the specifications for the work, and shall be printed on the bidding blanks where the work is done by contract..."

The contract between the letting authority and the successful bidder shall contain a statement requiring that mechanics and laborers be paid a prevailing rate of wage as required in Section 4115.06, Ohio Revised Code. The contractor or subcontractor is required to file with the contracting public authority upon completion of the project and prior to final payment therefore an affidavit stating that he has fully complied with Chapter 4115 of the Ohio Revised Code.

The wage rates contained in this schedule are the "Prevailing Wages" as defined by Section 4115.03, Ohio Revised Code (the basic hourly rates plus certain fringe benefits). These rates and fringes shall be a minimum to be paid under a contract regulated by Chapter 4115 of the Ohio Revised Code by contractors and subcontractors. The prevailing wage rates contained in this schedule include the effective dates and wage rates currently on file. In cases where future effective dates are not included in this schedule, modifications to the wage schedule will be furnished to the Prevailing Wage Coordinator appointed by the public authority as soon as prevailing wage rates increases are received by this office.

"There shall be posted in a prominent and accessible place on the site of work a legible statement of the Schedule of Wage Rates specified in the contract to the various classifications of laborers, workmen, and mechanics employed, said statement to remain posted during the life of such contract." Section 4115.07, Ohio Revised Code.

Apprentices will be permitted to work only under a bona fide apprenticeship program if such program exists and if such program is registered with the Ohio Apprenticeship Council.

Section 4115.071 provides that no later than ten days before the first payment of wages is due to any employee of any contractor or subcontractor working on a contract regulated by Chapter 4115, Ohio Revised Code, the contracting public authority shall appoint one of his own employees to act as the prevailing wage coordinator for said contract. The duties of the prevailing wage coordinator are outlined in Section 4115.071 of the Ohio Revised Code.

Section 4115.05 provides for an escalator in the prevailing wage rate. Each time a new rate is established, that rate is required to be paid on all ongoing public improvement projects.

A further requirement of Section 4115.05 of the Ohio Revised Code is: "On the occasion of the first pay date under a contract, the contractor shall furnish each employee not covered by a collective bargaining agreement or understanding between employers and bona fide organizations of Labor with individual written notification of the job classification to which the employee is assigned, the prevailing wage determined to be applicable to that classification, separated into the hourly rate of pay and the fringe payments, and the identity of the prevailing wage Coordinator appointed by the public authority. The contractor or subcontractor shall furnish the same notification to each affected employee every time the job classification of the employee is changed."

Work performed in connection with the installation of modular furniture may be subject to prevailing wage.

THIS PACKET IS NOT TO BE SEPARATED BUT IS TO REMAIN COMPLETE AS IT IS SUBMITTED TO YOU. (Reference guidelines and forms are included in this packet to be helpful in the compliance of the Prevailing Wage law.)

BID FORM

Bid Form documents can only be purchased from SE Blueprint, Inc.

SE Blueprint, Inc.
2035 Hamilton Avenue
Cleveland, Ohio 44114
seblue@seblueprint.com
(216) 241-2250 phone
(216) 241-2075 fax

Contents of Bid Form:

Price Sheet
Offer Sheet
Bidders Signature & Business Information
Request for Approved Equal
Affidavit of Non-Collusion
Affidavit of Delinquent Personal Property Tax Statement
Statement of Bidder's Qualifications & Experience
Bid Guarantee and Performance Bond
Checklist of Bid Proposal Forms

Contract Forms

The following forms shall be used during the contract:

LAKE METROPARKS BOARD-CONTRACTOR AGREEMENT

AIA DOCUMENT G702 AND G703, APPLICATION & CERTIFICATE FOR PAYMENT

AIA DOCUMENT G704, CERTIFICATE OF SUBSTANTIAL COMPLETION

AIA DOCUMENT G707, CONSENT OF SURETY COMPANY TO FINAL PAYMENT

OHIO LEGAL BLANK FORM 47, AFFIDAVIT OF ORIGINAL OR SUB-CONTRACTOR

OHIO LEGAL BLANK FORM 50 B, WAIVER OF LIEN

AFFIDAVIT OF PREVAILING WAGES

L A K E M E T R O P A R K S
B O A R D - C O N T R A C T O R A G R E E M E N T

11211 SPEAR ROAD, CONCORD TWP., OHIO 44077
(440) 639-7275

CONTRACT INFORMATION

NAME OF CONTRACT:

LOCATION:

Bid No: _____ Bid Open: _____ Contract Amount: _____

P.O Number: _____ Board Approval: _____ Completion Date: _____

CONTRACTOR INFORMATION

_____

_____

_____

_____

BONDING / SURETY INFORMATION

Surety/Bond Company

_____

_____

_____

_____

_____

_____

MISCELLANEOUS INFORMATION

SIGNED CONTRACT RECEIVED _____

PERFORMANCE BOND _____

WORKER'S COMP. CERTIFICATE _____

CERTIFICATE OF INSURANCE _____

SAMPLE

BOARD-CONTRACTOR AGREEMENT

THIS AGREEMENT (AKA the "CONTRACT") is made between Lake Metroparks Board of Park Commissioners (the "BOARD") of the State of Ohio and CONTRACTOR. (the "Contractor") of the State of Ohio. This Contract shall be effective on the last date set forth on the signature page.

Article 1

THE CONTRACT DOCUMENTS

1.1 The Contract Documents consist of the Instructions to Bidders, if any, the bid of the Contractor (Including his bid guarantee), if any, the Contractor's performance bond, this Contract and all schedules and exhibits attached hereto , the Drawings, if any, listed on Schedule A hereto by issue date and revision date, the Specifications (both general and technical) contained in the Project Manual, if any, and any Addenda issued prior to the Execution of this Contract and modifications issued after execution of this Contract (such as Change Orders and Field Orders for minor changes in the Work). These form the binding Contract Documents if required by all. Capitalized terms used herein shall be defined as stated in Article 2 hereof or elsewhere in the Contract Documents. In the event of any inconsistency between this Contract and any of the other Contract Documents, the provisions of this Contract shall control. The intent of the Contract Documents is to include all labor, materials, equipment and other items necessary for the proper execution and completion of the Work and the terms and conditions of payment therefore. Work not covered in the Contract Documents will not be required unless it is consistent therewith and reasonably inferable there from as being necessary to produce the intended results. All of the Contract Documents form the total Contract, and all are as fully a part of the Contract as if attached hereto or repeated herein.

1.2 Nothing contained in the Contract Documents shall create any contractual relationship between the Board and any Subcontractor or Sub-subcontractor.

1.3 By executing this Contract, the Contractor represents that he has visited the site and familiarized itself with the local conditions under which the Work is to be performed.

Article 2

DEFINITIONS

2.1 The Project Manager will provide administration of the Contract and is an Authorized Agent of the Board. The Project Manager will have authority to act on behalf of the Board only to the extent provided in the Contract Documents.

2.2 Subcontractor is a person or entity who has a direct contract with the Contractor to perform any of the Work at the site. A sub-subcontractor is a person or entity who has a direct contract with any Subcontractor to perform any of the Work at the site.

2.3 Instructions to bidders are instructions contained in the bidding requirements for preparing and submitting bids for the Work.

2.4 Specifications are written descriptions of a technical nature of materials, equipment construction systems, standards and workmanship.

SAMPLE

2.5 Addenda are written or graphic instruments issued prior to the execution of the Contract which modify or interpret the bidding documents, including Drawings and Specifications, by additions, deletions, clarifications or corrections. Addenda become part of the Contract Documents when the Contract is executed.

2.6 Samples are physical examples furnished by the Contractor for the Project Manager's review and approval, which illustrate materials, equipment or workmanship, and which establish standards by which the Work will be judged.

2.7 Product Data is information furnished by the Contractor for the Project Manager's review and approval regarding materials or products to be used in the Work and which establish standards by which the Work will be judged.

2.8 Work comprises the completed structures, products or services, or any combination thereof, required by the Contract Documents, and includes all labor necessary to produce such structures, products or services, and all materials and equipment incorporated or to be incorporated in such structures, products or services.

2.9 Drawings and Plans are documents showing in graphic or pictorial form the design, location and dimension of the elements of the Work.

2.10 Application for Payment is the Contractor's written request for payment of amount due for completed portions of the Work and, if provided herein, for materials delivered and suitably stored pending their incorporation into the Work.

2.11 Project Manual is the manual containing any bidding documents, Specifications, and certain other Contract Documents.

2.12 Change Order is a written order to the Contractor, made and executed as provided in Article 17 hereof, issued after execution of the Contract, authorizing a Change in the Plans or an adjustment in the Contract Sum or the Contract Time.

2.13 Field Order is a written order issued by the Project Manager to the Contractor effecting minor interpretations of the Contract Documents or minor changes in the Work not involving an adjustment in the Contract sum or an extension of the Contract Time.

SAMPLE

Article 3

THE WORK

3.1 The Contractor shall perform all Work required by the Contract Documents for **Lake Metroparks PROJECT.** As more fully described in Exhibit A hereto.

Article 4

TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4.1 The Work shall commence no later than five (5) days after the Contractor's receipt of written notice to commence work, and, subject to authorized adjustments. **Substantial Completion**, as defined in Section 4.3 hereof, shall be achieved no later than **DATE** (the "Contract time").

4.2 If the time for Substantial Completion is exceeded, the Board is hereby authorized to deduct and retain out of the payments that may be due or become due the Contractor liquidated damages, and not as a penalty, for each and every day the Work is delayed beyond the time so stipulated, it being understood and agreed that actual

damages would be difficult to ascertain with precision in any such case and that the amount of such liquidated damages bears a reasonable relationship to the actual damages that may be projected.

Liquidated Damages will be based on Original Contract Amount.

Original Contract Amount		Damages to be deducted for each calendar day of overrun
(From) $0	(To and Including) $50,000	$25.00
$50,001	$100,000	$50.00
$100,001	$300,000	$100.00
$300,001	$500,000	$200.00
$500,001	$750,000	$325.00
$750,001	$1,000,000	$450.00
$1,000,001	$1,500,000	$625.00
$1,500,001	$2,000,000	$875.00
OVER	$2,000,000	$1,000.00

4.3 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 the Board can occupy or utilize the Work for its intended use (subject only to minor punch list items which will not unreasonably interfere with the Board's full use, occupancy and enjoyment of the Project site), and all required occupancy permits, if any, have been issued. The Contractor shall thereafter use due-diligence to complete such minor punch list items to the end that Final Completion will be achieved within fourteen (14) days after Substantial Completion and shall cause the least possible interference with the Board, its employees and guests.

4.4 The Date of Substantial Completion of the Work is the date upon which the Board can occupy or utilize the Work for the use for which it is intended or upon which in all material respects it serves the purpose for which it was intended.

Article 5

CONTRACT SUM

5.1 The Board shall pay the contractor for the performance of the Work subject to deductions and additions by properly authorized written Change Orders as provided herein, the Contract Sum of AMOUNT ($). (Bid Amount in Lump Sum).

The Contract Sum is determined as follows:

1.	Item 1 Base Bid	$ XXX
	TOTAL, Not to Exceed	$ XXX

SAMPLE

5.2 Unless otherwise directed by the contract documents, the Contractor shall include in the Contract Sum any Contingencies stated in the Contract Documents. Items covered by this Contingency shall be supplied for such amounts and by such persons as the Board may direct.

A. The Contingency shall cover the cost to the Contractor, less any applicable trade discount, of the materials and equipment required by the Contingency delivered at the site.

B. The Contractor's costs for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the original contract shall be included in the Contract Sum and not in the Contingency.

C. Whenever the cost is more than or less than the Contingency, the Contract Sum shall be adjusted accordingly by Change Order, the amount of which will recognize changes, if any, in handling costs on the site, labor, installation costs, overhead, profit and other expenses.

5.3 Within the Schedule of Items, several items may have cash Contingency assigned to them. This Contingency is ONLY an Estimate of what the item may actually cost. The final actual cost of the item(s) may be higher or lower than what is shown for the Contingency. The contractor will be paid ONLY for what is finally and actually installed. The contractor will provide all necessary documentation, invoices, receipts, time cards, payroll records, shipping tickets, records, data, etc. That indicates the actual and final cost of the item(s). If the actual and final cost of the item(s) is less than what is indicated in the Contingency amount, the Board shall receive a credit. If the actual and final cost of the item(s) is more than what is indicated in Contingency amount, the contractor will receive the correct amount, provided that all invoices and records, etc. are submitted to the Board.

Article 6

PROGRESS PAYMENTS

6.1 Based upon Applications for Payment submitted by the Contractor, the Project Manager may make progress payments on account of the Contract Sum.

6.2 Application for progress payments may be made on intervals as requested by the Contractor, but not more frequently than monthly.

6.3 Before the first Application for Payment, the Contractor shall submit to the Project Manager a schedule that apportions the lump sum price to the major components forming the work which schedule shall be prepared in such form and supported by such data to substantiate its accuracy as the Project Manager may require. This schedule, unless objected to by the Project Manager, shall be used only as a basis for the Contractor's applications for payment.

6.4 At least fourteen (14) days before the date for each progress payment, the Contractor shall submit to the Project Manager an itemized Application for Payment, notarized, supported by such data substantiating the Contractor's right to payment as the Project Manager may require, and reflecting retainage, if any, as provided in the Contract Documents.

6.5 The Project Manager will, within forty-five (45) days after the receipt of the Contractor's application for payment, either pay the amount that the Project Manager determines is properly due, or notify the Contractor in writing of the reasons for withholding payment.

6.6 No progress payment, nor any partial or entire use or occupancy of the Work by the Project Manager shall constitute an acceptance of any work not in accordance with the Contract Documents.

SAMPLE

6.7 Progress payments for acceptable labor and work in place shall be made at the rate of ninety percent (90%) of the total amount approved by the Project Manager as an estimated progress payment, less former payments therein, provided that said work in place is free from any attested accounts, or from any claims for damages that might in any manner become a liability or charge against the Board, and except as herein provided, the allowance of such estimates shall not be deemed a final acceptance of the work or material therein included. The Project Manager upon receipt of the Contractor's lien waivers from the contractor and his subcontractors, that indicate any and all liens and encumbrances on the Work have been fully discharged, will make such progress payments.

6.8 Retainage held, in order to ensure the faithful and proper performance of the Contract, shall be deposited in an escrow account as designated in Section 153.63 of the Ohio Revised Code. The escrow instructions to the escrow agent shall be in conformance with the provisions of this Contract and with Sections 153.13 and 153.63 of the Ohio Revised Code. This Section 6.8 shall not apply to contracts the total cost of which is less than fifteen thousand dollars ($15,000).

6.9 If the Contractor fails to comply with the terms of any of the Contract Documents, or with the orders or directions of the Project Manager as provided herein, the Project Manager reserves the right to withhold any payment that may be due until such terms, orders or directions have been complied with to the satisfaction of the Project Manager.

6.10 Payments may be withheld on account of (1) defective work not remedied, (2) claims filed, (3) failure of the Contractor to make payments properly to Subcontractors or for labor, materials, or equipment, (4) damage to the Project Manager or another contractor, of (5) persistent failure to carry out the Work in accordance with the Contract Documents.

Article 7

FINAL PAYMENT

7.1 The Project Manager shall make final payment, constituting the entire unpaid balance of the Contract Sum, to the Contractor when the Work has been completed, the Contract fully performed, and any and all liens and encumbrances released and discharged.

7.2 Final payment shall not be due until the Project Manager determines that Substantial Completion of the Work has occurred and the Contractor has delivered to the Project Manager a complete release of all liens and encumbrances arising out of this Contract and/or the Work or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Project Manager indemnifying it against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the Project Manager all moneys the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees, if any liens remain unsatisfied prior to final payment to contractor, the Project Manager shall retain those funds until all appropriate executed and notarized lien waiver(s) are provided.

7.3 The making of final payment shall constitute a waiver of all claims by the Project Manager except those arising from (1) potential or unsettled liens, (2) faulty or defective Work appearing after Substantial Completion, (3) failure of the Work to comply with the requirements of the Contract Documents, or (4) terms of any special warranties required by the Contract Documents. The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final application for payment.

SAMPLE

Article 8

THE BOARD

8.1 The Board shall at all times have access to the Work wherever it is in preparation and progress.

8.2 Based on the Board's observations and an evaluation of any application for payment, the Board will determine the amounts owing to the Contractor in accordance with Article 6.

8.3 The Board may reject Work that does not conform to the Contract Documents.

8.4 To the extent required for the Work, the Board shall furnish all surveys and a legal description of the site.

8.5 Except as provided in Section 9.5, the Board shall secure and pay for any approval, easement, assessment or charge required for any construction, use or occupancy of any permanent structure or permanent change in any existing facility.

8.6 The Board shall forward all instructions directly to the Contractor.

8.7 If the Contractor fails to correct defective Work or persistently fails to carry out the Work in accordance with the Contract Documents, The Board, by written order, may order the Contractor to stop the Work or any portion thereof, until the cause for such order has been eliminated; however, this right of the Board to stop the Work shall not give rise to any duty on the part of the Board to exercise this right for the benefit of the Contractor or any other person or entity.

Article 9

THE CONTRACTOR

9.1 The Contractor shall supervise and direct the Work using its best skill and attention and shall be solely responsible for all means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

9.2 Unless otherwise specifically provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the 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 The Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him.

9.4 The Contractor warrants to the Board that all materials and equipment incorporated in the Work will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not conforming to these requirements may be considered defective.

9.5 Unless otherwise indicated in the Contract Documents, the Contractor shall secure and pay for any building permit and for all other permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the Work.

9.6 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the Work, and shall promptly notify the Board if the Drawings and Specifications, of any, are at variance therewith.

SAMPLE

9.7 The Contractor shall be responsible to the Board for the acts and omissions of its employees and Subcontractors and their agents and employees, and any other persons performing any of the Work under a contract with the Contractor.

9.8 The Contractor shall review, approve and submit any Drawings, Product Data and Samples required by the Contract Documents. The Work shall be in accordance with approved submittals.

9.9 The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by its operations. At the completion of the Work, it shall remove all of its waste materials and rubbish from and about the Work site as well as its tools, equipment, machinery and surplus materials.

9.10 The Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringement of any patent, copyright, trade secured or other proprietary rights and shall save the Board harmless from loss on account thereof.

9.11 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Board and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense

A. is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including but not limited to the Work itself, including the loss of use resulting there from, and

B. is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Section 9.11. In any and all claims against the Board or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by either of them, or anyone for whose acts either of them may be liable, the indemnification obligation under this Section 9.11 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers or workmen's compensation acts, disability benefit acts or other employee benefit acts.

Article 10

SUBCONTRACTS

10.1 Unless otherwise required by the Contract Documents or the Bidding Documents, the Contractor, within seven (7) days of being awarded the Contract, shall furnish to the Board in writing the names of any Subcontractors for each of the principal portions of the Work. The Contractor shall not be required to contract with anyone to whom he has a reasonable objection. Contracts between the Contractor, which are to be performed by a Subcontractor, shall include language that shall bind the subcontractor to the same terms of the contract documents as to which the contractor is bound and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by such Contract Documents, assumes toward the Board.

SAMPLE

Article 11

INSURANCE

11.1 The Contractor agrees to provide and maintain at its own expense, worker's compensation coverage that is in compliance with the laws of the State of Ohio.

A. The Contractor also agrees to provide and maintain, at its own expense, Contractor's general liability insurance, covering premises operations, underground, explosion and collapse hazards, products/completed operation, contractual liability, independent contractor's liability, broad form property damage liability, personal injury liability with the employee exclusion deleted, incidental malpractice and extended bodily injury. The Board is to be named as additional insured under the policy, and certification shall be provided prior to the award of the Contract.

B. Limits of liability for general liability coverage shall be a minimum of $1,000,000 combined single limit - bodily injury and property damage liabilities combined. The Board must be provided a minimum of (30) thirty days' notice of cancellation by the insurance carrier.

C. The Contractor shall also provide automobile liability insurance at limits not less than $1,000,000 combined single limit - bodily injury and property damage liabilities combined. Coverage must be extended to provide protection for liabilities arising from the use of hired or non-owned automobiles. Any fellow employee exclusion must be deleted. The Board must be named as additional insured under this policy, with certification and endorsement provided prior to the award of Contract. The Board must be provided a minimum of thirty (30) days' notice of cancellation by the insurance carrier.

11.2 The Board shall be responsible for purchasing and maintaining its own liability insurance and, at its option, may maintain such insurance as will protect it against claims which may arise from operations under the Contract.

Article 12

WAGE RATES

12.1 The Contractor and any Subcontractor shall comply with Chapter 4115 of the Ohio Revised Code. Failure by the Contractor to so comply will be deemed by the Board to be a breach of contract. A schedule of the wage rates applicable under said chapter will be furnished to the Contractor by the Board upon request, if such schedule is not included in any Project Manual. The Contractor and any Subcontractor must submit, before beginning performance under this Contract, a schedule of the dates upon which wage payments are to be made, and for each such date thereafter, a copy of his or its complete payroll for that date, exhibiting for each employee his name, current address, social security number, number of hours worked per day and for the week, his hourly rate of pay, job classification, fringe benefits and deductions from wages. The Contractor and any Subcontractor must file with the Board upon completion of the Work and prior to final payment therefore an affidavit stating that it has complied with Chapter 4115 of the Ohio Revised Code. This Section 12.1 shall apply only if the Contract Sum under this Contract exceeds the dollar thresholds established by the Ohio Department of Commerce, Division of Industrial Compliance, Bureau of Wage and Hour.

As of January 1, 2014

New Construction has been adjusted to **$84,314.**

"New" construction that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction threshold level.

Reconstruction has been adjusted to **$25,261.**

SAMPLE

"Reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting" that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction threshold level.

The Prevailing Wage Determination Schedule for this project is available for review at the office of the Owner's Prevailing Wage Coordinator and via the internet at http://www.com.ohio.gov/dico/default.aspx.

Article 13

WORK BY BOARD OR BY SEPARATE CONTRACTORS

13.1 The Board reserves the right to perform work related to the Work with its own personnel, and to award separate contracts in connection with portions of the Work or other work on the site. If the Contractor claims that delay or added cost is involved because of such action by the Board, he shall make such claim as he would under Section 17.4 hereof.

13.2 The Contractor shall afford the Board reasonable opportunity for the introduction and storage of their materials and equipment for the execution of their work, and shall coordinate its work with theirs.

Article 14

TIME

14.1 All time limits stated in the Contract Documents are of the essence. The Contractor shall expedite the Work and achieve Substantial Completion within the Contract Time.

14.2 If the Contractor is delayed at any time in the progress of the Work by changes ordered in the Work, labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipated, unavoidable casualties, or any causes beyond the Contractor's control, then the Contract Time shall be extended by Change Order for such reasonable time as the Board may determine.

Article 15

PROTECTION OF UNDERGROUND UTILITY FACILITIES

15.1 If the Work affects or otherwise involves underground utility facilities, both the Board and the Contractor shall adhere to the requirements of Section 153.64 of the Ohio Revised Code.

Article 16

PROTECTION OF PERSONS AND PROPERTY

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

A. All employees on the Work and other persons who may be affected thereby,

B. All the Work and all materials and equipment to be incorporated therein, and

C. Other property at the site or adjacent thereto.

He shall give all notices and comply with all applicable laws, ordinances, rules, regulations and orders of any public authority bearing on the safety of persons and property and their protection from damage, injury or loss. The Contractor shall promptly remedy all damage or loss to any property caused in whole or in part by the Contractor,

SAMPLE

any Subcontractor, any Sub-subcontractor, or anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable. The foregoing obligations of the Contractor are in addition to its obligations under Article 9.

Article 17

CHANGES IN THE PLANS

17.1 The Board, without invalidating the Contract, may order Changes in the Plans, consisting of additions, deletions, or modifications, the Contract Sum and the Contract Time being adjusted accordingly. All such Changes in the Plans shall be authorized by written Change Order, signed by the Board prior to any alleged Work commencing.

17.2 The Contract Sum and the Contract Time may be changed only by Change Order.

17.3 If the Contractor wishes to make any claim/proposal for an increase in the Contract Sum, because of claimed/proposed extra work, concealed conditions, or for any reason, no such claim/proposal for payment over and above the Contract Sum shall be authorized or valid unless each of the following occurs:

A. A written claim/proposal is made by the Contractor to the Board within twenty (20) days of the occurrence or event giving rise to the claim/proposal.

B. The claim/proposal is filed prior to proceeding with the claimed/proposed extra work; and

C. A written Change Order is issued, agreed to and signed by the Board/Project Manager.

17.4 The Contractor agrees that he shall have no compensation or claim/proposal for extra work that will increase the Contract Sum unless and until the procedures set forth above are followed and approved, and the Contractor hereby agrees that any claim/proposal for an increase in the Contract Sum will not be made and is waived and invalid hereunder, unless and until the procedures set forth above are followed and a duly approved written Change Order is issued prior to proceeding with any alleged extra work.

Article 18

CORRECTION OF WORK

18.1 The Contractor shall promptly correct any Work rejected by the Board as defective or as failing to conform to the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. Such correction shall be completed within the time period agreed to by the Board. The provisions of this Article 18 apply to Work done by any Subcontractor of Sub-subcontractor as well as to Work done by employees of the Contractor.

Article 19

TERMINATION OF THE CONTRACT

19.1 If the Contractor defaults or persistently fails or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision of the Contract, the Board, after seven days' written notice to the Contractor and without prejudice to any other remedy it may have, may make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor or, at its option, may terminate the Contact and take possession of the site and of all materials, equipment, tools, and any construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever method it may deem expedient, and if the unpaid balance of the Contract Sum exceed the expense of finishing the Work, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Board.

SAMPLE

Article 20

DISCRIMINATION

20.1 The Contractor agrees:

A. That in the hiring of employees for the performance of work under this Contract or any subcontract, neither it nor any Subcontractor or Sub- subcontractor or any person acting on behalf of it or any Subcontractor or Sub-subcontractor shall, by reason of race, creed, sex, handicap, or color, discriminate against any citizen of the state who is qualified and available to perform the work to which the employment relates; and

B. That neither it nor any Subcontractor or Sub- subcontractor or any person acting on behalf of it or any Subcontractor or Sub-subcontractor shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Contract on account of race, creed, sex, handicap, or color.

Article 21

MISCELLANEOUS PROVISIONS

21.1 Governing Law: This agreement shall be governed by the laws of the State of Ohio. Any claims, actions or causes of action that arise out of this agreement shall be brought in Lake County, Ohio. In signing this contract, the parties agree that venue for any claims shall be resolved solely by recourse to the Courts of Lake County, Ohio.

21.2 Written Notice: Written notice shall be deemed to have been served if delivered in person to the individual or member of the firm or entity or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known to him who gives the notice.

21.3 Board's Right To Clean Up: If a dispute arises between the Contractor and separate contractors as to their responsibility for cleaning up as required by the detailed specifications, the Board may clean up and charge the cost thereof to the contractors responsible therefore as it shall deem to be just.

21.4 Independent Contractor Acknowledgement: All individuals employed under this contract that provide services to Lake Metroparks are not considered public employees for the purpose of Ohio Public Employees Retirement System (OPERS) membership.

Article 22

GUARANTEE

22.1 The Contractor or the work as called for in the contract documents, in consideration of the price bid and the payments received or to be received, guarantees that all work done and all material used in the project under contract are in all respects first-class, of the proper kind and quality and has been done and is being done in accordance with the requirements of the contract documents, and also guarantees that the improvements will remain in good condition for and during the entire period of guarantee.

22.2 The period of guarantee shall begin upon the date of final acceptance by the Board in writing, of the construction work, and shall continue for a period of twelve (12) months thereafter or as otherwise provided in the general conditions.

22.3 If at any time before or during said period of guarantee, any defects or omissions become apparent in the work, or if it becomes apparent that any of the work is not in accordance with the requirements of the contract documents, or if any of the work constructed under this contract requires repairs due to defects in materials or workmanship, or for any other cause which may be attributed to the work which is being done by the Contractor, the Board or its authorized representative, will notify the Contractor to rectify such defects or omissions, or to make the repairs so required.

SAMPLE

22.4 If the Contractor shall fail to begin to rectify such defects or omissions or to start such repairs within five (5) days from the date of such notification, or if such rectification or repair work is not made in a manner satisfactory to the Board or to its representative, the Board shall have the right to purchase any necessary materials, rent any necessary tools and equipment and to employ such other person or persons as may be deemed proper to make such repairs, and to pay the expense thereof out of moneys then due, or which may thereafter become due to the Contractor, or out of the amount retained for that purpose by the Board.

22.5 If moneys to correct defects, omissions or to resolve any guarantee issues are not sufficient to meet such expense, the additional moneys shall be furnished by the Contractor, and if he refuses or neglects to provide the necessary moneys, they shall be provided by his sureties.

22.6 If it is necessary to remove any part of the work to rectify defects or omissions or to repair defects in materials or workmanship, or if any part of the work becomes damaged due to such rectification or repairing, all such shall be replaced or repaired, all to the satisfaction of the Director or said representative. The guarantee provisions shall also apply to all rectified or repaired work.

Lake Metroparks Board of Park Commissioners
11211 Spear Road, Concord Twp., OH 44077

_____	_____	_____
Witness	Paul Palagyi, Executive Director	Date

and by

NAME

ADDRESS

ADDRESS

_____	_____	_____
Witness	CONTRACTOR	Date

SAMPLE

EXHIBIT A

The Work consists of providing of all labor, materials, equipment, appliances and services necessary, including those reasonable inferred,

SAMPLE

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #:

To Owner: LAKE METROPARKS
11211 Spear Road
Concord Twp, OH 44077
Paul Palagyi

Project:

Application #:

Distribution to :
- Owner
- Architect
- Contractor

Period To:

From Contractor:

Project Nos:

Via (Architect):

Contract Date:

Contract For:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contact.
Continuation Sheet is attached.

1. Original Contract Sum . . . . . $ -
2. Net Change By Change Order . . . . . $ -
3. Contract Sum To Date . . . . . $ -
4. Total Completed and Stored To Date . . . . . $ -
5. Retainage :
   a. 10.00% of Completed Work $ -
   b. 10.00% of Stored Material $ -

Total Retainage . . . . . $ -

6. Total Earned Less Retainage . . . . . $ -
7. Less Previous Certificates For Payments . . . . . .
8. Current Payment Due . . . . . $ -
9. Balance To Finish, Plus Retainage . . . . . $ -

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner		$ -
Total Approved this Month	$ -	
TOTALS	$ -	$ -
Net Changes By Change Order		**$ -**

The undersigned Contractor certfies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: 0

By:_____Date:_____

State of:
Subscribed and sworn to before me this

County of:
day of

Notary Public:
My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED $ -

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this application on the Continuation Sheet that are changed to conform with the amount certified)

ARCHITECT:

By:_____Date:_____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

SAMPLE

CONTINUATION SHEET

Application and Certfication for Payment, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 0

Application Date :
To:
Architect's Project No.:

Invoice # : **Contract :**

A	B	C	D	E	F	G		H	I
Item No.	Description of Work	Scheduled Value	Work Completed From Previous Application (D+E)	Work Completed This Period In Place	Materials Presently Stored (Not in D or E)	Total Completed and Stored To Date (D+E+F)	% (G / C)	Balance To Finish (C-G)	Retainage
					$ -	$ -	#DIV/0!	$0.00	$ -
					$ -	$ -	#DIV/0!	$0.00	$ -
					$ -	$ -	#DIV/0!	$0.00	$ -
					$ -	$ -	#DIV/0!	$0.00	$ -
					$ -	$ -	#DIV/0!	$0.00	$ -
						$ -	#DIV/0!	$0.00	$ -
Page Totals		$ -	$ -	$ -	$ -	$ -	#DIV/0!	$ -	$ -

SAMPLE

CERTIFICATE OF SUBSTANTIAL COMPLETION

Project / Bid Number:
Contract Date:
Final Contract Amount:

Owner:	**Contractor:**
Lake Metroparks 11211 Spear Road Concord, Ohio 44077	

☐ This Certificate of Substantial Completion **applies to all Work** under the Contract Documents.
☐ This Certificate of Substantial Completion **applies to the following specified parts of** the Contract Documents.
Documents:

The Work in which this Certificate applies has been inspected and reviewed by authorized representatives of the Owner, Contractor and Architect/Engineer and found to be substantially complete, and is also the date of commencement of applicable warranties required by the Contract Documents, except as attached. 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 the owner can occupy or utilize the Work for intended use.

The date of **Substantial Completion** of the Project or portion thereof designated above is hereby established as

Date

☐ A "Punch-List" of items to be completed or corrected is listed below. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. The Contractor shall complete or correct the Work within XX days from the above date of Substantial Completion.
"Punch-List" items:

Lake Metroparks will issue a Final Completion Certificate upon the acceptance of the Work or designated portion thereof as determined by the Owner, Contractor and Architect/Engineer as complete. Upon this time Final Payment will be authorized and Lake Metroparks will assume full possession.
OR
Lake Metroparks accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at (location) --, on (date) --.

Signature	Signature	Signature
Paul B. Palagyi Lake Metroparks Executive Director Date:	Name Lake Metroparks Project Manager Date:	Name Company Title Date:

This certification does not constitute an acceptance of Work NOT in accordance with the Contract Documents nor is it a release of contractor's obligation to complete the work in accordance with the Contract Documents. Lake Metroparks and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.

SAMPLE

CONSENT OF SURETY TO FINAL PAYMENT

AIA Document G707

(Instructions on reverse side)

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER ☐

TO OWNER:
(Name and address)

ARCHITECT'S PROJECT NO.:

CONTRACT FOR:

PROJECT:
(Name and address)

CONTRACT DATED:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

, SURETY,

on bond of
(Insert name and address of Contractor)

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to
(Insert name and address of Owner)

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:
(Insert in writing the month followed by the numeric date and year.)

(Surety)

(Signature of authorized representative)

Attest:
(Seal):

(Printed name and title)

SAMPLE

CAUTION: You should sign an original AIA document that has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced. See Instruction Sheet for Limited License for Reproduction of this document.

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AFFIDAVIT OF (SUB OR ORIGINAL) CONTRACTOR

_____, Ohio _____ , 20____

STATE OF OHIO, _____ COUNTY, ss:

_____ being first duly sworn says that he is

_____ of _____

the (Sub/Original) Contractor having a contract with LAKE METROPARKS, the OWNER for

_____

Situated on or around or in front of the following described property:

_____ whereof

LAKE METROPARKS was the OWNER.

Affiant further says that the following shows the names of every sub-contractor in the employ of said

_____

giving the amount, if any, which is due, or to become due, to them, or any of them, for work done or machinery, material or fuel furnished to date hereof, under said contracts.
NOTE: This statement must be accompanied by a similar sworn statement signed by each of the sub-contractors listed below.

SUB-CONTRACTORS

Name	Trade	Amount due or to become due for work and material furnished to date hereof

Said affiant further says that the following shows the names of every person furnishing machinery, material or

fuel to _____ giving them the amount, if any, which is due, or to become due, to them, for machinery, material or fuel furnished to date hereof, under said contracts.

MATERIAL MEN

Name	Trade	Amount due or to become due for work and material furnished to date hereof

SAMPLE

AFFIDAVIT OF (SUB OR ORIGINAL) CONTRACTOR

Said affiant further says that the following shows the names of every unpaid laborer in the employ of

_____ furnishing labor under said contract, giving the amount, if any, which is due, or to become due, for labor done to date hereof.

Name	Trade	Amount due or to become due for labor furnished to date hereof

That the amounts due or become due to said sub-contractors, material men and laborers, for work done, or

machinery, material or fuel furnished to date hereof, to _____
Is fully and correctly set forth opposite their names, respectfully, in the aforesaid statements, and further evidenced by certificates of every person furnishing machinery, material or fuel, hereto attached, and made a part hereof.

Affiant further says that _____ has not employed or purchased or procured machinery, material or fuel from, or sub-contracted with any person, firm or corporation, other than those mentioned above, and owes for no labor performed, or machinery or fuel furnished under said contracts, other than above set forth.

_____
Name / Title

Sworn to before me and subscribed in my presence, at _____, Ohio, this

_____ day of _____, 20____.

_____
Notary Public

_____ Ohio, _____, 20_____

The undersigned certifies that to date hereof that have furnished machinery, material or fuel as set out herein to

_____ for

_____

_____

Situated on or around or in front of the property described in the foregoing affidavit; that the nature of said machinery, material or fuel furnished, the date when they commenced furnishing the same and the amount now due or owing to each of them, is correctly stated and set opposite their respective names or that have been paid in full, if so acknowledged hereon.

Name	Machinery, materials or fuel and nature of the same	Commenced Furnishing	Amount due or to become due to date hereof.

SAMPLE

WAIVER OF LIEN

To All Whom It May Concern:

In consideration of the FINAL sum of _____ dollars,
Written words

$_____ , and other valuable consideration in hand paid, the receipt where of is hereby acknowledged, the undersigned does hereby waive, release and relinquish any and all liens or claims, right to lien or claim, for labor or materials, or both, furnished to date hereof, for premises known and described as follows:

Lake Metroparks Project: _____

Project Address: _____

_____
Contractor/Sub-Contractor Name

_____
Trade

Witness the hand and seal given this _____ day of _____, 20_____,

City of _____ County of _____ State of _____.

_____
Address

_____
Authorized Agents' Name (print)

_____
Signature of Authorized Agent

State of Ohio County of _____

Subscribed and sworn to before me by _____

This _____ day of _____, 20_____.

Notary Public _____

My commission expires _____.

(seal)

SAMPLE

AFFIDAVIT OF PREVAILING WAGES

I, _____, of

(Print Name)

_____

_____

_____

(Company name & address)

do hereby certify that the wages paid to all employees for the full number of hours worked in connection with the Contract to the Improvement, Repair and Construction of:

_____

(Project and Location)

during the following period, from _____ to _____ is in accordance with the prevailing wage prescribed by the contract document.

I further certify that no rebates of deductions for any wages due any person have been directly or indirectly made other than those provided by law.

_____

Name (print)

_____

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, before the Board will release the surety and/or make a final payment due under the terms of the Contract.

SAMPLE

Schedule "A"
List of Drawing Index

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