«Project_Number» «Project_Description» Contract Form

Ohio Department of Rehabilitation and Correction
Office of Administration, Bureau of CAM
770 West Broad Street ▪ Columbus, Ohio 43222-1419

www.drc.ohio.gov
v: 614.752.1043 ▪ f: 614.752.1059

This Contract, as evidenced by this Contract Form, made by and between:

«Contractor_1_Name»

(the "Contractor") and the State of Ohio (the "State"), through the Ohio Department of Rehabilitation and Correction (ODRC), Office of Administration (the "Contracting Authority"), serving as the authorized contracting agent for Ohio Department of Rehabilitation and Correction (the "Owner").

In consideration of the mutual promises herein contained, the Contracting Authority and the Contractor agree as set forth below:

ARTICLE 1 - NATURE OF CONTRACT

1.1 The Contractor shall perform the entire Work described in the Contract Documents and reasonably inferable as necessary to produce the results intended by the Contract Documents for:

Contract No. **«Project_Number»**
General Contract
«Project_Description»
«Inst_Name»

ARTICLE 2 - COMPENSATION

2.1 The Owner shall pay for the performance of this Contract, subject to additions and deductions as provided in the Contract Documents, the Contract Sum of **$ 0.00**, comprised of the following:

Base Bid	**$ «Amount_1».00**
Alternate # E1	$ 0.00
Alternate # E3	$ 0.00

2.2 The Owner shall pay the Contractor upon receiving Contractor Payment Requests certified by the Architect/Engineer and recommended by the Contracting Authority as provided in the Contract Documents.

ARTICLE 3 - TIME OF PERFORMANCE

3.1 The Contractor shall diligently prosecute and complete all Work such that Final Acceptance occurs in **«Construction_Days»** consecutive days, following the date of the Notice to Proceed, unless an extension of time is granted by the Contracting Authority in accordance with the Contract Documents. The period established in this paragraph is referred to as the Contract Time.

3.2 The Contractor must perform and complete all Work under the Contract within the established Contract Time, and each applicable portion of the Work must be completed upon its respective Milestone date,

unless the Contractor timely requests, and the Contracting Authority grants, an extension of time in accordance with the Contract Documents.

3.3 The Contractor's failure to complete all Work within the period of time specified, or failure to have the applicable portion of the Work completed upon any Milestone date, shall entitle the Contracting Authority to retain or recover from the Contractor, as Liquidated Damages, the applicable amount set forth in the following table for each and every calendar day thereafter until Contract Completion or the date of completion of the applicable portion of the Work, unless the Contractor timely requests, and the Contracting Authority grants, an extension of time in accordance with these Contract Documents. The Liquidated Damages amount is applicable to Milestone dates only when so stated in this Contract Form.

LIQUIDATED DAMAGES SCHEDULE

Contract Sum	Dollars Per Day
Less than $50,000	$150
From $50,000.01 to $150,000	$250
From $150,000.01 to $500,000	$500
From $500,000.01 to $2,000,000	$1,000
From $2,000,000.01 to $5,000,000	$2,000
From $5,000,000.01 to $10,000,000	$2,500
More than $10,000,000	$3,000

3.4 The Contracting Authority's right to recover the Liquidated Damages amount does not preclude any right of recovery for actual damages.

ARTICLE 4 - CONTRACT DOCUMENTS

4.1 The Contract Documents embody the entire understanding of the parties and form the basis of the Contract between the Contracting Authority and the Contractor.

4.2 The Contract and any modifications, amendments, or alterations thereto shall be governed, construed, and enforced by and under the laws of the State of Ohio.

4.3 If any term or provision of the Contract, or the application thereof to any Person or circumstance, is finally determined, to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Contract or the application of such term or provision to other Persons or circumstances, shall not be affected thereby, and each term and provision of the Contract shall be valid and enforced to the fullest extent permitted by law.

4.4 The Contract shall be binding on the Contractor and Contracting Authority, their successors and assigns, in respect to all respective covenants and obligations contained in the Contract Documents, but the Contractor may not assign the Contract without the prior written consent of the Contracting Authority.

ARTICLE 5 – EFFECTIVENESS

5.1 It is expressly understood by the Contractor that none of the rights, duties, and obligations described in the Contract Documents shall be valid and enforceable unless the Director of the Office of Budget and Management first certifies that there is a balance in the Owner's appropriation not already encumbered to pay existing obligations.

5.2 The Contract shall become binding and effective upon execution by the Contracting Authority and approval by the Attorney General.

5.3 This Contract Form has been executed in several counterparts, each of which shall constitute a complete original Contract Form, which may be introduced in evidence or used for any other purpose without production of any other counterparts.

5.4 Any signatory hereto may deliver a copy of its counterpart signature page to this Contract Form via fax, e-mail, or the State's Web-based project management system ("OAKS CI"). Each signatory hereto shall be entitled to rely upon a signature of any other signatory delivered in such a manner as if such signature were an original.

ARTICLE 6 – REPRESENTATIONS

6.1 The Contractor represents and warrants that it is not subject to an unresolved finding for recovery under Ohio Revised Code ("O.R.C.") Section 9.24. If this representation and warranty is found to be false, the Contract is void, and the Contractor shall immediately repay to the Owner any funds paid under this Contract.

6.2 The Contractor hereby certifies that neither the Contractor nor any of the Contractor's partners, officers, directors, shareholders nor the spouses of any such person have made contributions in excess of the limitations specified in O.R.C. Section 3517.13.

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

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

6.5 The Contractor represents and warrants that it has not provided any material assistance, as that term is defined in O.R.C. Section 2909.33(C), to an organization that is identified by, and included on, the United States Department of State Terrorist Exclusion List and that it has truthfully answered "no" to every question on the "Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization ("DMA")." The Contractor further represents and warrants that it has either (1) registered with the Ohio Business Gateway ("OBG") to file for DMA pre-certification or (2) has provided or shall provide its DMA to the Contracting Authority prior to execution of this Contract Form. If these representations and warranties are found to be false, the Contract is void and the Contractor shall immediately repay to the Owner any funds paid under this Contract.

Contract No. **«Project_Number»**
«Contractor_1_Trade» Contract
«Project_Description»
«Inst_Name»

IN WITNESS WHEREOF, the parties hereto have executed this Contract Form.

CONTRACTOR

«Contractor_1_Name»

Date: _____

By: _____
(Authorized Signature)

_____
(Print or type Contractor Name)

_____

_____
(Print or type Authorized Signatory
Name and Title)

OWNER

Department of Rehabilitation and Correction

By: _____ Date: _____
Ron Chaney, Chief of CAM Recommendation

By: _____ Date: _____
Stephen Young, Legal Counsel Recommendation

By: _____ Date: _____
Gary C. Mohr, Director

OHIO ATTORNEY GENERAL
Approved as to form

By: _____ Date: _____
Assistant Attorney General

END OF DOCUMENT