

**CITY OF CINCINNATI
CONTRACT COVER SHEET**

Contract Number	273C009408
Contract Title	Sinton Campus Renovation
Scope of Work	A 2.5-acre site redevelopment project.
Commodity Code	09901: General Construction
Solicitation Number	273C909408
Buyer Name	Margaret Allen-Elkanick
Buyer Email	Margaret.Elkanick@cincinnati-oh.gov
Estimated Contract Value	
Participating Department(s)	Cincinnati Parks Department

PARTIES TO THIS CONTRACT WITH THE CITY OF CINCINNATI

Awarded Vendor	
Vendor Customer Code	
Vendor Contact Name	
Vendor Email	

CONTRACT TERMS

Start Date	
End Date	
Number of Renewals	

CONTRACT COMPLIANCE

	No	Yes	
Inclusion Goals	☐	☒	MBE 8%: WBE 6%
Prevailing Wage	☐	☒	State Building
Performance Surety	☐	☒	100%
Award Scenario			Single Contract

GENERAL CONDITIONS AND TERMS OF AGREEMENT

- 1) **General:** The Legal Advertisement, General Conditions, Special Conditions, Instructions to Bidders, Specifications, Plans, Profiles or Drawings applying to the original proposal are made a part of the contract.
- 2) **Definitions:** The term "City" wherever used in the contract shall mean the City of Cincinnati, the party of the first part, acting through its City Manager or his properly authorized agent.

In the event that the contract is entered into in behalf of an independent board or commission, such as the Board of Park Commissioners, Recreation Commission, Board of Health, etc., wherever the term "City" or "City Manager" is used in the contract, conditions, specifications, or bond, it shall mean whatever independent board is concerned, acting through its president or his properly authorized agent.

The term "Contractor" wherever used in the contract shall mean the party of the second part entering into a contract with the City for furnishing materials, supplies, or equipment, or for the performance of the work set forth herein.
- 3) **Infringements and Indemnification:** The Contractor agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by the contract; and the Contractor further agrees to indemnify and save the City harmless from suits or actions of every nature and description brought against it for or on account of any injuries or damages received or sustained by any party or parties, by or from the acts of the Contractor, his servants, or agents.

To this extent the contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the City, whenever such insurance is deemed necessary. When so required the types and amounts of insurance to be provided shall be set forth in the bid document.
- 4) **Default Provisions:** In case of default by the Contractor, the City of Cincinnati may procure the articles or services from other sources and hold the Contractor responsible for any excess costs occasioned thereby.
- 5) **Applicable Laws:** The Revised Code of the State of Ohio, the Charter of the City of Cincinnati, and all City ordinances, insofar as they apply to the laws of competitive bidding, contracts, and purchases are made a part hereof. All laws of the United States of America, the State of Ohio and the City of Cincinnati applicable to the products or services covered herein are made a part hereof.
- 6) **Workers' Compensation:** Insofar as Workers' Compensation Act is concerned, the Contractor agrees to furnish an official certificate or receipt of the Industrial Commission of Ohio, showing that he has paid into the State Insurance Fund the necessary premiums, whenever such certificates are required by the bid document.
- 7) **Delivery:** Unless otherwise stated in the proposal or contract, prices include delivery to the destination designated in the contract and include all charges for delivery, packing, crating, containers, etc.
- 8) **Taxes:** State and local governments no longer need to be certified under the Internal Revenue code but are automatically exempt from excise tax, therefore, the City's Certificate of Registry Number is no longer needed.

The Office of Procurement will continue to issue the exemption certificates upon request.
- 9) **Cash Discounts:** Time in connection with cash discounts offered, will be computed from date of delivery and acceptance at final destination or from date properly executed invoice is received, if the latter date is later than the date of delivery and acceptance.
- 10) **Invoices:** Must be prepared upon the standard invoice of the Contractor.
- 11) **Payments:** Partial payments may be made upon presentation of a properly executed invoice unless otherwise stated in the contract. The final payment will be made by the City when the materials, supplies, equipment or the work performed has been fully delivered or completed to the full satisfaction of the City.
- 12) **Policy of Non-Discrimination:**
 - a) **Disability:** The City of Cincinnati does not discriminate on the basis of disability in the admission or access to, or treatment or employment in its programs or activities. The Director of Personnel has been designated to coordinate compliance with the non-discrimination requirements contained in Section 35.107 of the Department of Justice regulations. Information concerning the provisions of the Americans with Disabilities Act (ADA), and the rights provided thereunder, are available from the ADA coordinator, at (513)352-2411.
 - b) **SBE Non-Discrimination Policy:** The City of Cincinnati is committed to a policy of non-discrimination pursuant to Section 1 of the Fourteenth Amendment to the United States Constitution and as outlined in the Offeror's Covenant of Non-Discrimination clause of the bid document, which guarantees equal protection of the laws to all citizens. It is further the policy of the City of Cincinnati that its purchasing and contracting practices not implicate the City as a passive participant in discriminatory practices engaged in by private contractors or vendors who seek to obtain business with the City. In furtherance of these policy objectives, the City seeks to afford to its citizens equal opportunities to do business on City contracts and to ensure that all bidders, proposers, vendors and contractors (collectively referred to herein as "bidders") doing business with the City provide to businesses owned and controlled by racial minorities and ethnic minorities and women, opportunities to participate on contracts which are paid, in whole or in part, with monetary appropriations from the city of Cincinnati.
- 13) **Ineligible Person(s):** Per City of Cincinnati Municipal Code Section 301-20 (Ordinance No. 366-1996), any person or affiliate who is on the City of Cincinnati's Financial Obligation Ineligibility List due to being delinquent in the payment of any financial obligation to the City, any of its Departments, Boards or Commissions, shall not be eligible for any City award. **This includes any person or affiliate who is delinquent in paying City of Cincinnati income taxes.**
- 14) **Amendment:** This Agreement may be modified or amended only by a written agreement duly executed by the parties hereto or their representatives.
- 15) **Entirety:** This Agreement and the Exhibits attached hereto contain the entire Agreement between the parties as to the matters contained herein. Any oral representations or modifications concerning this Agreement shall be of no force and effect.
- 16) **Cooperative Purchasing:** The City of Cincinnati and other governmental entities may purchase the commodities indicated contract. Each Entity will issue its own purchasing document based on the contract's pricing.

ARTICLES OF AGREEMENT

This contract made and entered into by and between the party of the first part and the party of the second part.

WITNESSETH. That the said party of the second part has agreed and by these presents does agree, with the party of the said first part, for the consideration hereinafter named, to furnish all the materials, supplies, equipment, or to do the work necessary to complete in good, substantial and workman-like manner, ready for use in strict accordance with the proposal, specifications, plans, profiles or drawings of the items hereinafter set forth and in accordance with the foregoing terms and general conditions, all of which are made a part hereof.

1 SECTION 1 – CORE CONTRACT TERMS

1.1 Contract Documents and Order of Precedence

The Contract consists of the following documents, which are incorporated herein and made a part of this Agreement:

- (a) The executed Contract Agreement
- (b) Volume 2A – Scope of Work and Specifications
- (c) Volume 2B – General Conditions and Terms of Agreement
- (d) Volume 3 – Pricing and Compensation
- (e) The solicitation documents (Invitation to Bid or Request for Proposals), including Instructions, General Conditions, and Special Conditions
- (f) All addenda issued prior to award
- (g) Any executed Change Orders

In the event of a conflict between Contract Documents, the order of precedence shall be as listed above unless otherwise expressly stated in the Contract

1.2 Scope of Work

The Contractor shall furnish all labor, materials, equipment, supervision, and services necessary to perform the Work described in the Contract Documents.

All Work shall be performed in a good, substantial, and workmanlike manner in strict accordance with the requirements of the Contract Documents, including all specifications, drawings, and applicable standards.

The Contractor shall be responsible for the complete performance of the Work, including any incidental items or services not specifically described but reasonably required for the proper completion of the Work.

The Contractor shall comply with all instructions issued by the City's authorized representative in connection with the performance of the Work.

1.3 Contract Term

Term – Spot Purchase

This Contract shall remain in effect until the goods are delivered and accepted, or the services or construction work is completed and accepted by the City.

1.4 Pricing and Payment

The City shall pay the Contractor for the performance of the Work in accordance with the pricing and compensation set forth in Volume 3.

All prices shall include all labor, materials, equipment, overhead, profit, and all other costs necessary to perform the Work, unless otherwise expressly stated in the Contract Documents.

The Contractor shall submit invoices in a form acceptable to the City and with sufficient detail to permit verification of the Work performed. The City may require supporting documentation, including but not limited to receipts, time records, and other documentation necessary to substantiate the charges.

Payment shall be made only for Work properly performed and accepted by the City in accordance with the Contract Documents.

The City reserves the right to withhold payment for Work that is incomplete, defective, not in compliance with the Contract, or otherwise not acceptable to the City.

Final payment shall not be made until all Work has been completed to the satisfaction of the City and all required documentation has been submitted.

Payment shall be made in accordance with the City's prompt payment requirements. The City shall process payment within thirty (30) days after receipt of a valid and properly submitted invoice, in accordance with the City's Prompt Pay Ordinance. An invoice shall be considered valid only if it complies with the requirements of the Contract.

1.5 Invoicing

Invoices shall be submitted to the following:

- parksfinance@cincinnati-oh.gov
- Cincinnati Parks Planning & Design
2625 Reading Rd.
Cincinnati, OH 45219

The Contractor shall submit all invoices to the location identified above.

1.6 Delivery and Performance

The Contractor shall deliver all goods and perform all Work in accordance with the requirements set forth in the Contract Documents.

Notice to Proceed

The contractor shall start work within thirty (30) calendar days from receipt of written notice to begin work, by the City Agency for whom the work is to be performed.

No work of any kind shall be done by the contractor until so notified.

1.7 Excessive Delivery Time

When, in the City's opinion, delivery time of any item becomes excessive resulting in inconvenience and affecting work, such item may be canceled and obtained elsewhere.

If it is necessary to use this procedure more than once and such measures have caused serious hardship, the contract may be canceled by the City's Chief Procurement Officer.

It is agreed that both options may be taken with no liability to the City.

1.8 Change Orders

No alteration in the scope of Work, compensation, or Contract time shall be binding unless authorized by a written Change Order executed by the City Manager and/or Chief Procurement Officer prior to the performance of the changed Work, unless otherwise expressly provided in the Contract Documents.

The Contractor shall not perform any work beyond the scope of the Contract without such written authorization. The City shall not be obligated to pay for any unauthorized work.

1.9 Termination

The City may terminate this Contract, in whole or in part, for convenience at any time upon thirty (30) days written notice to the Contractor. In the event of such termination, the Contractor shall be entitled to payment for Work properly performed and accepted by the City up to the effective date of termination.

The City may terminate this Contract for cause if the Contractor fails to perform in accordance with the requirements of the Contract Documents, or is otherwise in default under the terms of this Contract. In such case, the City shall provide written notice of the default, and the Contractor shall have ten (10) days, or such longer period as may be specified in the notice, to cure the default. If the Contractor fails to cure within the specified time, the City may terminate the Contract.

In the event of termination for cause, the City may complete the Work by any means it deems appropriate, and the Contractor shall be liable for any additional costs incurred by the City as a result of the Contractor's default.

The rights and remedies of the City under this Section are in addition to any other rights and remedies provided by law or under the Contract.

1.10 Insurance

The Contractor shall maintain, at its own expense, insurance coverage as required by the Contract Documents and as specified by the City.

All insurance shall be maintained with companies authorized to do business in the State of Ohio and acceptable to the City. The Contractor shall provide certificates of insurance and any required endorsements evidencing such coverage prior to the commencement of Work and upon request by the City.

The Contractor shall ensure that all subcontractors maintain insurance coverage in accordance with the requirements of this Contract, unless otherwise approved in writing by the City.

Failure of the Contractor to maintain the required insurance coverage shall constitute a material breach of the Contract and may result in suspension of Work or termination of the Contract.

Where required by the Contract Documents, the City shall be named as an additional insured.

The Contractor shall provide advance written notice to the City of any cancellation or material change in coverage, in accordance with the Contract Documents.

Insurance requirements are set forth in the applicable City insurance Form 160 and are incorporated herein by reference.

1.11 Subcontracting

The Contractor shall not subcontract any portion of the Work except in accordance with the requirements of the Contract Documents.

The Contractor shall not subcontract any portion of the Work without prior written approval from the City's Chief Procurement Officer.

The Contractor shall be responsible for the supervision and performance of all subcontractors and shall remain fully responsible for the performance of the Work under this Contract.

If the Contractor utilizes a subcontractor without first obtaining the required approval, the City may withhold payment or take such other actions as deemed appropriate until the subcontractor is approved.

The City shall not be responsible for any additional costs, delays, or impacts resulting from the use of an unapproved subcontractor.

The City maintains a list of vendors debarred from contracting or subcontracting with the City. It is the Contractor's responsibility to verify that any subcontractor proposed for use under this Contract is eligible. The City will not approve any subcontractor whose name appears on the debarment list.

1.12 Assignment of Contract

The Contractor shall not assign any interest in this Contract, nor transfer any interest in the same, whether by assignment, novation, sale, or otherwise, without the prior written consent of the City.

In the event the Contractor's business interests are sold, transferred, or otherwise changed, the Contractor shall provide advance written notice to the City. The City shall have the right to approve or reject such transfer and to seek equitable adjustment for any increase in cost or impact resulting from such change.

Any attempted assignment without the required approval shall be void and may be considered a material breach of the Contract.

1.13 EEO

The Contractor shall be subject to the provisions of the City of Cincinnati Municipal Code Chapter 325, regarding Equal Employment Opportunity (EEO).

The Contractor shall comply with all requirements of the City's EEO Program, including completion and submission of the DEI 147 form upon request by the City. The DEI 147 form is designed to provide an evaluation of the Contractor's policies and practices relating to the extension of equal employment opportunity to all persons without regard to race, religion, color, sex, sexual orientation, gender identification, national or ethnic origin, age, handicap, or Vietnam era military service.

The Contractor shall ensure that its employment practices comply with all applicable non-discrimination requirements and shall require the same compliance by any subcontractors.

Failure to comply with the requirements of this Section may constitute a material breach of the Contract.

1.14 Small Business Enterprise (SBE) And Minority & Women Business Enterprise (M/WBE) Programs

Requirements of the City of Cincinnati Municipal Code Chapter 323 (SBE Program) and 324 (M/WBE Program), and amendments thereto are applicable. The contract with the City may be subject to, and the contractor may be required comply with, the provisions of Cincinnati Municipal Code Chapter 323 and 324. Section 323-99 and 324-99 shall be incorporated by reference into the contract with the City. Details concerning this program can be obtained from the Department of Economic Inclusion, Two Centennial Plaza, 805 Central Avenue, Suite 610, Cincinnati, Ohio 45202 or via <http://www.cincinnati-oh.gov/inclusion/>.

The Contractor shall utilize best efforts to recruit and maximize the participation of all qualified segments of the business community in subcontracting work, which includes the utilization of Small Business Enterprises ("SBEs"). This includes the use of practices such as assuring the inclusion of qualified Small Business Enterprises in bid solicitations and dividing large contracts into smaller contracts when economically feasible.

The Bidder is responsible for verifying that each SBE or M/WBE to be used on a contract is certified by the time of bid closing. The M/WBE and/or SBE named must be certified to provide the services that they are listed to perform, and the services must be required as part of the work on this contract. A directory of certified SBEs and/or M/WBEs is available online at <https://cincinnati.diversitycompliance.com> or at the offices of DEI.

2 SECTION 2 – TERM AGREEMENT – NOT APPLICABLE

3 SECTION 3 – SERVICE CONTRACTS – NOT APPLICABLE

4 SECTION 4 – CONSTRUCTION CONTRACTS

4.1 Notice of Commencement

The Contractor shall comply with all applicable requirements regarding the filing and posting of a Notice of Commencement, if required by law.

The Contractor shall not commence Work until all required notices have been properly filed and any required documentation has been provided to the City.

The Contractor shall be responsible for ensuring that all subcontractors and suppliers are properly identified in accordance with applicable laws governing Notices of Commencement.

4.2 Notice to Proceed

The Contractor shall not commence any Work under this Contract until receipt of a written Notice to Proceed issued by the City.

The Notice to Proceed shall establish the official start date of the Work and shall be used as the basis for determining the Contract Time, unless otherwise specified in the Contract Documents.

Any Work performed by the Contractor prior to receipt of the Notice to Proceed shall be at the Contractor's sole risk, and the City shall not be obligated to pay for such Work.

4.3 Completion

The Contractor shall complete all Work within the time specified in the Contract Documents, commencing from the date of the Notice to Proceed unless otherwise expressly stated.

The Contractor shall prosecute the Work diligently and continuously and shall employ such resources as necessary to ensure timely completion of the Work within the Contract Time.

Time is of the essence in the performance of this Contract.

The Contractor shall secure delivery of all equipment and materials required and shall complete on-site work within 730 calendar days from receipt of notice to begin work.

4.4 Liquidated Damages – Not Applicable

4.5 Project Classification

The State Building classification shall be used by all contractors on this project.

4.6 Prevailing Wage

Prevailing wage rates shall apply for all Contractors and subcontractors performing Work under this Contract in accordance with determination number 63617524.

The applicable rates of wages are available at:

[View Prevailing Wage Rates | Ohio Department of Commerce](#)
[Federal Prevailing Wage Rate Search](#)

4.7 Wage Enforcement

This contract is or may be subject to the Wage Enforcement provisions of the Cincinnati Municipal Code. These provisions require that any person who has an agreement with the city or with a contractor or subcontractor of that person shall report all complaints or adverse determinations of Wage Theft and Payroll Fraud (as defined in Chapter 326 of the Cincinnati Municipal Code) against the person, contractor, or subcontractors to the Division of Economic Inclusion within 30 days of notification of the complaint or adverse determination. Under the Wage Enforcement provisions, the City shall have the authority, under appropriate circumstances, to terminate this Agreement or reduce the incentives or subsidies to be provided under this Agreement and to seek other remedies.

All required Wage Enforcement Forms can be found at [Forms - Inclusion](#), including:

[Contractor/Subcontractor Utilization Plan \(WE-20\)](#)
[Affidavit Regarding Wage Theft or Payroll Fraud \(WE-30\)](#)

4.8 Performance Surety

The contractor will be required to provide performance surety in the amount of 100% of the contract value.

A performance bond surety shall be kept fully in effect for one year following the acceptance of the final statement of costs by the City Manager.

If surety is a cashier's check or certified check, such surety will be refunded to contractor one year following the acceptance of the final statement of cost by the City Manager.

4.9 Warranty

Work shall be guaranteed for at least 365 days from date of repair against defective workmanship and material.

5 SECTION 5 – OPTIONAL AND PROGRAM-SPECIFIC PROVISIONS – NOT APPLICABLE

CONTRACT ASSIGNMENT PROVISIONS

SCOPE

This specifies the provisions by which the successful bidders under the mechanical branches will be assigned to the General Contractor.

DEFINITIONS

General Contractor: The successful bidder on "General Construction Work", whether as the individual bid item or under "Combination Bid".

General contract Subcontractor: A subcontractor whose work is included in the bid of the General Contractor under "General Construction work" or "Combination Bid".

Mechanical Branches: Shall include plumbing, heating, ventilating and electrical branches and any other branches listed as mechanical branches, whether listed individually or in combination as bid items.

Mechanical Branch Subcontractor: A successful bidder on a mechanical branch of work not included under General Construction Work or in a Combination Bid by the General Contractor.

Assignment: The Transfer of responsibility of a successful bidder on a mechanical branch item from City to the General Contractor, so he becomes a Mechanical Branch Subcontractor to the General Contractor to work under the supervision of the General Contractor.

THE CONTRACT: The contract prepared by the City and signed by the General Contractor and the City.

Mechanical Branch Subcontractor Contract: The contract entered into by the General contractor and a Mechanical Branch Subcontractor.

Contract Assignment Fee: The fee paid by the City of the General Contractor for administering, coordinating, and supervising all work performed under THE CONTRACT by Mechanical Branch Subcontractors.

AWARD OF CONTRACT

The project will be awarded in its entirety by means of one contract to a General Contractor.

The successful bidders on all mechanical branches will be notified of the award by letter from the City. They will be required to contract with the General Contractor.

Award will be based on a thorough analysis of all prices quoted, including all alternates.

ASSIGNMENT - TERMS AND CONDITIONS

THE CONTRACT: Shall include all branches of work included in the bid document, for which an award is made; shall assign all successful bidders under the mechanical branch items to the General Contractor as Mechanical Branch Subcontractors; and shall include all bid pricing items awarded by the City, at the prices stated in the bids of the successful bidders.

Mechanical Branch Subcontractor Contract: Shall not place on the Mechanical Branch Subcontractor any terms, conditions, or work, not part of the bid document; nor shall it be more restrictive in any of these areas than the bid document.

General Contractor's Responsibilities: The General Contractor shall accept, through THE CONTRACT, the responsibility for the administration, coordination, and the successful completion of the work required in accordance with the requirements of THE CONTRACT; including but not limited to the Specifications and Drawings. He shall accept and supervise the Mechanical Branch Subcontractors assigned to him by the City, and accept the responsibility for them.

Mechanical Branch Subcontractor's Responsibilities: The mechanical Branch Subcontractor agrees that he will work under the direction, administration, coordination, and supervision of the General Contractor selected by the City in the same manner as he would have worked had he performed the work under a contract directly with the City and/or as though the General Contractor had initially invited the bids on the mechanical branches.

Mechanical Branch Subcontractor Bid Surety: The bid surety of bidders on mechanical branch work shall guarantee that the bidder will sign a Mechanical Branch Subcontractor Contract with the General Contractor, and will provide the General Contractor performance surety.

General Contractor Performance Surety: Shall be provided by the General Contractor in the amount of 100% of total costs of THE CONTRACT including all assigned branches. The percentage quoted for Assignment Fee shall include the cost of this bond.

Mechanical Branch Subcontractor Performance Surety: The General Contractors may require each Mechanical Branch Subcontractor to provide him with Performance Surety, in a form similar to that provided the City by the General Contractor, in the amount of 100% of the total costs included in THE CONTRACT for that mechanical branch. The cost of this performance surety shall be included in the Mechanical Branch Subcontractor's bid price.

General Contractor, Contract Assignment Fee: The percentage quoted on the bid pricing page for Assignment Fee shall include all costs for complete administration, coordination, and supervision of the work performed by all Mechanical Branch Subcontractors, for the 100% performance surety as specified herein, the expense of entering into Mechanical Branch Subcontractor Contracts and any and all items of general expense required by the assignments.

General Contractor, Contract Assignment Fee: (continued)

The Assignment of the Mechanical Branch Subcontractors shall not require any additional payments by the City to the General Contractor beyond that provided by the Assignment Fee.

The fee will be calculated based on the percentage quoted in the bid document by the successful bidder under General Construction Work, applied to the total payments to be made by the City to all of the Mechanical Branch Subcontractors.

If a contract is awarded on the basis of a Combination Bid to a General Contractor, the Mechanical Branch Subcontractors included in the Combination Bid shall be considered General Contract Subcontractors and the terms and conditions of assignment and the Assignment Fee will not be applicable.

Payments to the General Contractor:

Shall be for work performed by the General Contractor, and the Assignment Fee.

The General Contractor shall submit to the City a Invoice form for: 1) all work and material agreed to as being furnished, plus 2) the assignment percentage of the total of all approved Mechanical Branch Subcontractor Invoice; less the amount previously paid the General Contractor, less the percentage specified to be retained by the City.

If the General Contractor fails to fulfill the requirements of administration, coordination and supervision specified herein as part of the assignment, in a manner acceptable to the City, the City shall have the right to withhold payment of the sum due the contractor based on the Assignment Fee until such time as the General contractor complies.

Payment to Mechanical Branch Subcontractors: No special fee will be paid to any Mechanical Branch Subcontractor due to the assignment. All of his costs caused by the assignment shall be included in his bid price.

All payments for work performed by a Mechanical Branch Subcontractor will be made jointly to the General Contractor and that Mechanical Branch Subcontractor. The General Contractor shall, in turn, make payment to the Mechanical Branch Subcontractor for all sums due.

The Mechanical Branch Subcontractor shall submit to the General Contractor a Invoice Form for all work and materials agreed to as being furnished, less the amount previously paid the Mechanical Branch Subcontractor, less the percentage specified to be retained by the City.

The General Contractor shall have the right to withhold distribution of payment to a Mechanical Branch Subcontractor if necessary, due to poor performance by the Mechanical Branch Subcontractor.

CITY OF CINCINNATI
OFFICE OF PROCUREMENT

ASSIGNMENT OF CONTRACT FORM

CONTRACT NO. _____

The above referenced contract is hereby assigned, transferred, and set over to

Name of Assignee

effective November, 2024, who shall be totally responsible for all services or work to be performed or supplies or materials to be provided in accordance with the terms and conditions of the contract.

If new surety is required, please enter amount: _____
(Attach the new performance surety which is made a part of the above-referenced contract by reference.)

Assignor (Current Vendor - Name)

BY _____
(Authorized Signature) (Title)

Fed. I.D. #: _____

ASSIGNMENT CONSENTED TO Name: _____

Address: _____

By: _____
City Purchasing Agent

Assignee (New Vendor - Name)

By _____
(Authorized Signature) (Title)

Fed. I.D. #: _____

Name: _____

Address: _____

INSTRUCTIONS

FEDERAL I.D. NUMBER

The name of the Vendor shall be the exact name used with the stated Federal I.D. Number. The I.R.S. requires the City to submit information to the I.R.S. with a Federal I.D. Number that exactly matches the Name of the Vendor on file with the I.R.S.

SIGNATURE AND TITLE

CORPORATION: If a corporation, the Change of Name Form, Change of Address Form or Assignment of Contract Form must be signed with full name of the corporation, followed by the signature of the President, Vice-President, or persons authorized to bind it in the matter. Should other than the President or Vice-President sign the contract, authorization to bind the company must be evidenced by attaching a certified copy of the extracts of the minutes of this corporation.

PARTNERSHIP: If a partnership, the full name of all the partners composing the same must be given and the Change of Name Form, Change of Address Form or Assignment of Contract Form signed by one or more of the partners in the following manner:

“John Jones and James Smith, d.b.a.
Jones-Smith Company, by John Jones, a partner”

SOLE OWNERSHIP: If sole ownership, Change of Name Form, Change of Address Form or Assignment of Contract Form should be signed in the following manner:

“John Jones, Sole Owner.”

NEW PERFORMANCE SURETY

Any Assignment of Contract with performance surety shall have a new performance surety attached to the assignment. The surety company must be one authorized to do business in Ohio.

SURETY REQUIRED: The performance bond must be executed by an authorized surety, guaranty, or trust company. The surety required must be in the amount specified in the Contract. The City shall determine the amount and sufficiency of all sureties.

CORPORATE SURETY: If corporate surety is furnished, the surety or guaranty company must indicate in the bond the state in which it is incorporated. It is necessary that a certificate of authority authorizing the “attorney-in-fact” to sign the bond accompany the same, unless the certificate is on file in the office of the City Purchasing Agent, Cincinnati, Ohio.

MISCELLANEOUS REQUIREMENTS: If the principal is a “partnership,” the names of all of the partners composing the same must be given, and the bond signed by one or more of the partners in the following manner: “John Jones and James Smith, d.b.a. Smith-Jones Company, by John Jones, a partner.” All signatures must be in full. The bond must be witnessed. A certified check may be submitted in lieu of the bond, made payable to the Treasurer of the City of Cincinnati and drawn on a solvent bank.

CONTRACTORS INSURANCE

1. ALL INSURANCE

1.1 General

It shall be the responsibility of the contractor to protect all life and property, and to protect himself, subcontractors, and the City from operations carried out in the performance of this contract.

The contractor shall secure Workers' Compensation insurance, General Liability, Automobile Liability, and other insurance as described below and on the reverse side hereof, as well as any other insurance which the City feels is necessary.

The insurance carrier shall be licensed to write insurance in the State of Ohio and the policies(s) shall be in full force as of the date of the contract and shall not be changed or canceled unless the insured and the City Purchasing Agent are notified in writing not less than thirty days prior to such change or cancellation. If any part of the contract is sublet, the contractor is responsible for the part sublet being adequately covered by insurance as specified herein.

1.2 Proof of Carriage

The policies or certificates of proof shall be delivered in triplicate to the City Purchasing Agent, 805 Central Avenue, Suite 234, Cincinnati, Ohio 45202-1972.

2. STATE OF OHIO WORKERS COMPENSATION INSURANCE

2.1 Coverage Required

State of Ohio Workers' Compensation insurance for all employees employed at the site of the project, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide State of Ohio Workers' Compensation insurance for all the latter's employees unless such employees are covered by the protection afforded by the contractor.

2.2 Proof of Carriage

Certificate or Policy

3. GENERAL LIABILITY INSURANCE

3.1 Coverage Required

At least the types of Liability Insurance and in the amounts specified on the reverse of the form. This insurance shall protect the contractor and any subcontractor performing work covered by the contract and the City of Cincinnati from all claims for personal injury and property damage, which may arise from operations under this contract, whether such operations be by the contractor or by any subcontractor or by anyone directly or indirectly employed by either of them.

3.2 Proof of Carriage

(a) A policy or policies naming the contractor, subcontractors, and the City of Cincinnati as an additional insured or,

(b) A Certificate of Insurance executed by the insuring company or its authorized agent indicating that the contractor and subcontractors have the specified coverage and endorsed to include the City of Cincinnati as an additional insured. In addition, a copy of the additional insured endorsement to the actual policy is required.

4. OTHER INSURANCE

4.1 Coverage Required

At least the types and in the amounts specified on the reverse of this form. When hazards exist which are not normally covered by general liability insurance they shall be covered by a rider to the general liability policy or by a separate policy.

4.2.1 Demolition Coverage

When demolition work is performed, demolition coverage is required by a rider to the general liability policy or by a separate policy.

4.3 Proof of Carriage

Unless otherwise specified, proof shall be in the form stated in section 3.2.

5. FAILURE TO KEEP INSURANCE IN EFFECT

If insurance is permitted to lapse, payment for work done or commodity furnished during the period when the insurance is not in effect will be withheld by the City. Reinstatement of insurance effective to the date when it lapsed will be required before payment by the City will be made for the withheld amount.

BASIC INSURANCE COVERAGE

General Liability

Combined Single Limit-	BI & PD	\$1,000,000 Per Occurrence
	Personal Injury	\$1,000,000 Per Occurrence
	Aggregate	\$2,000,000

Automobile Liability

Combined Single Limit-	BI & PD	\$1,000,000 Per Occurrence
	Aggregate	\$1,000,000

Note: Coverage should include all owned vehicles, all non-owned vehicles, and all hired vehicles.

Builders Risk

"All Risk" Builders Risk policy which shall provide Fire and Extended Coverage, Vandalism and Malicious Mischief coverage for an amount equal to one hundred percent (100%) of the completed value of the project and shall be written in the Owner's and Contractors name.

INSTRUCTIONS ON EXECUTION OF CONTRACT

CONTRACT: The contract must be signed in full by the Contractor, as specified below, and returned to the City Purchasing Agent, Two Centennial Plaza, 805 Central Ave., Suite 234, Cincinnati, Ohio 45202-1947. A copy will be returned to the Contractor when fully executed by the City.

CORPORATION: If a corporation, the contract must be signed with full name of the corporation, followed by the **signature of the President, Vice-President, or persons authorized to bind it in the matter. Should other than the President or Vice-President sign the contract, authorization to bind the company must be evidenced by attaching a certified copy of the extracts of the minutes of this corporation.**

LLC: Under the Ohio Revised Code Sec. 1705.25, LLCs are bound by the actions of either their members or, if the management of the LLC is NOT reserved to its members, by a manager of the LLC. **Contracts for LLCs must be signed by either a member or, if the management of the LLC is NOT reserved to its members, by a manager of the LLC. Indicate member or manager on signature line.**

PARTNERSHIP: If a partnership, the full name of all the partners composing the same must be given and the contract signed by one or more of the partners in the following manner:

"John Jones and James Smith, d.b.a.

Jones-Smith Company, by John Jones, a partner."

SOLE OWNERSHIP: If sole ownership, contract should be signed in the following manner:

"John Jones, Sole Owner."

BOND OR CERTIFIED CHECK: A bond or certified check must be submitted by the Contractor to guarantee the faithful performance of the contract on the form provided on the final sheet hereof.

INSTRUCTIONS FOR EXECUTING PERFORMANCE BOND

SURETY REQUIRED: The performance bond must be executed by an authorized surety, guaranty or trust company. The surety required must be in the amount specified on the final page. The City shall determine the amount and sufficiency of all sureties.

CORPORATE SURETY: If corporate surety is furnished, the surety or guaranty company must indicate in the bond the State in which it is incorporated. It is necessary that a certificate of authority authorizing the "attorney-in-fact" to sign the bond accompany the same, unless the certificate is on file in the office of the City Purchasing Agent, Cincinnati, Ohio.

MISCELLANEOUS REQUIREMENTS: If the principal is a "partnership", the names of all of the partners composing the same must be given, and the bond signed by one or more of the partners in the following manner: "John Jones and James Smith, d.b.a. Smith-Jones Company, by John Jones, a partner". All signatures must be in full. The bond must be witnessed. A certified check may be submitted in lieu of the bond, made payable to the Treasurer of the City of Cincinnati and drawn on a solvent bank.

NOTE: Performance surety in the amount of not less than \$ _____ is required.

PERFORMANCE SURETY AND SIGNATURE FORM

PERFORMANCE BOND (REQUIRED BY LAW)

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned, are held and firmly bound unto the City of Cincinnati, State of Ohio, in the sum of _____ Dollars to be paid on demand to said City of Cincinnati, its successors or assigns, for which payment well and truly to be made, we hereby bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

If the said Contractor shall honestly and faithfully commence, proceed with, perform and complete all and singular the terms and obligations of the contract and furnish the materials or perform the services in accordance with the terms of said contract and specifications as it now is and as may at any time hereafter be changed by any and all modifications or alterations; and shall hold said City harmless from any and all loss or damage in any manner resulting from any failure of the Contractor to comply with said contract and specifications, or resulting in any way from the performance thereof; and shall further protect and defend said City against and hold said City harmless from any and all claims of any kind that may be filed or asserted against said City at any time for the use of any patented articles or for infringement of any patents, and shall further pay all lawful claims of sub-contractors, material men and laborers, for labor performed and material furnished in the carrying forward, performing or completing of said contract; we, the undersigned, agreeing and assenting that this understanding shall be for the benefit of any sub-contractor, material man or laborer having a just claim, as well as for the obligee herein, then this obligation shall be void; otherwise the same shall remain in full force and virtue.

And the said surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or the work or to the specifications.

Further, the surety hereby agrees that in the event of a default of the contract by the Contractor and an election by said surety to complete the contract, by its own work force or by the work force of another, the contract shall be completed in accordance with each and every, all and singular, term and condition of the contract, including, but not limited to Equal Employment Opportunity Program provisions, Small Business Enterprise Program provisions and Prevailing Wage provisions.

ALTERNATE FORM OF SURETY (CERTIFIED CHECK)

A Certified Check in the sum of _____

_____ Dollars on
 _____ Bank of
 _____ Check No. _____ is herewith submitted and
 deposited in lieu of bond under the same terms and conditions as set forth in the above bond.

SIGNATURES AND APPROVALS

Signed and sealed in the presence of:

 Signature of Witness as to Surety
 Complete address of executing office of Surety Company

Telephone No. _____

SURETY

 Surety
 By _____
 Signature of Surety

Name in Print _____
 Incorporated in the state of _____
 Address: _____

PRINCIPAL AND CONTRACTOR

 Name of Principal
 By _____
 Signature of person authorized to sign for Principal

Name in Print _____

Title _____

THE CITY OF CINCINNATI

By _____
 City Purchasing Agent

APPROVED AS TO FORM AND SURETY

 Assistant City Solicitor

Date _____

CERTIFICATION

Date _____ Amount \$ _____

Fund _____ Code _____

By _____
 Director of Finance