

OWNER-CONTRACTOR AGREEMENT

This document is an agreement between the City of Gahanna, Ohio ("Owner") and Complete General Construction ("Contractor") for the work described in the Contract Documents related to the Streetlight and Traffic Infrastructure Maintenance ("Contract") and is effective the date the Agreement was signed by the Owner. The Owner and the Contractor agree as set forth in the following sections:

CONTRACT DOCUMENTS. The Contract Documents consist of the following documents: Notice to Bidders, Information and Requirements for Bidders, Supplemental Specifications, Prevailing Wage Rates (if applicable), Contractor's Qualification Statement, Subcontractors List, Corporate Affidavit, Contractor's Personal Property Tax Affidavit, Noncollusion Affidavit, Escrow Waiver, Bid Certification, Bid Guaranty and Contract Bond (including Power of Attorney, Surety Financial Statement and Certificate of Compliance for Ohio), Bid Form, Clarifications (if issued), Addenda (if issued), Notice of Award, Notice of Award to Surety and Surety's Agent, Owner-Contractor Agreement, Certificate of Insurance and State of Ohio Bureau of Worker's Compensation Insurance Certificate.

CONTRACT SUM (ALSO CALLED CONTRACT PRICE). The lump sum to be paid by the Owner to the Contractor, as provided herein, for the satisfactory performance and completion of the work and all of the duties, obligations and responsibilities of the Contractor under this Agreement and the other Contract Documents for the Contract. The Contract Sum includes all federal, state, county, municipal and other taxes imposed by law, including but not limited to any sales, use, commercial activity and personal property taxes payable by or levied against the Contractor on account of the work or the materials incorporated into the work. The Contractor will pay any such taxes. The Contract Sum includes the base bid and alternates, if any, identified in the Contract Documents.

The Owner reserves the right to cancel the Agreement if either the funds for the Contract are not appropriated by the Council of the City of Gahanna or the Contractor fails to meet the obligations or specifications under the Contract.

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

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

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

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COUNTERPARTS. This Agreement may be executed in any number of counterparts each of which when so executed and delivered will be an original hereof, and it will not be necessary in making proof of this Agreement to produce or account for more than one counterpart hereof. This Agreement may be executed and delivered by facsimile or via electronic mail.

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

OWNER

City of Gahanna, Ohio
200 S Hamilton Rd, Gahanna, OH 43230

Laurie A. Jadwin, Mayor

Date

CONTRACTOR

Complete General Construction
1221 E 5th Ave, Columbus, OH 43219

Signature

Date

Printed Name and Title

It is hereby certified that funds required to meet the cost of the Contract have been or will be, prior to the ordering of any materials or services, lawfully appropriated for the purpose of said Contract and the money so appropriated is on deposit or in process of collection to the credit of the appropriate fund free from any previous encumbrances.

Joann Bury, Director of Finance

Date

Approved as to form of Contract and Contract Bond.

Raymond Mularski, City Attorney

Date