

# Document 00 52 00 - Agreement Form

## State of Ohio Standard Requirements for Public Facility Construction

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This Agreement is made as of the date set forth below between the State of Ohio, acting by and through the Contracting Authority, and the Contractor in connection with the Project.

**Project Number:** ADJ-240008  
**Project Name:** Rickenbacker Apron Demo# 1  
**Site Address:** 8227 S ACCESS RD  
Obetz, Ohio 43217  
Franklin County

**Owner:** The Adjutant General  
**Owner's Representative:** David E. Stolarski  
**Address:** 2825 W. Dublin-Granville Rd.  
Columbus, OH 43235

**Contracting Authority:** The Adjutant General  
**Project Manager:** David E. Stolarski  
**Address:** 2825 W. Dublin-Granville Rd.  
Columbus, OH 43235

**Contractor:** Trucco Construction Company, Inc.  
**Contractor's Principal Contact:** Randy King  
**Address:** 3531 Airport Road  
Delaware OH 43015

**Architect/Engineer ("A/E"):** Star Consultants, Inc  
**A/E's Principal Contact:** Hamid Mukhtar, PhD, P.E.  
**Address:** 1910 Crown Park Court  
Columbus, Ohio 43235

### Article 1 - SCOPE OF WORK; EDGE COMMITMENT

- 1.1 The Contractor shall perform and provide all of the Work described in the Contract.
- 1.2 The project delivery method for this Project shall be [General Contracting](#)
- 1.3 The Contractor shall contract with EDGE-certified Business(es) for not less than [five \(5\)](#) percent of the Contract Sum.

### Article 2 - COMPENSATION

2.1 The Owner shall pay the Contractor the Contract Sum for the Contractor's proper, timely, and complete performance of the Contract. The Contract Sum is [\\$1,771,250.00](#), subject to Modifications as provided in the Contract Documents. The Contract Sum is comprised of the following:

Description	Amount
Base Bid:	<a href="#">\$1,771,250.00</a>

### Article 3 - CONTRACT TIMES

3.1 The Contract Times are the periods established in the following table for the achievement of the associated Milestones:

Construction Stage Milestone(s) to which Liquidated Damages apply	Contract Time	Projected Date (as of the date of this Agreement)
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Construction Stage Milestone(s) to which Liquidated Damages apply	Contract Time	Projected Date (as of the date of this Agreement)
Substantial Completion of all Work	90 days	01/13/2025

3.1.1 The projected dates listed under "Projected Date (as of the date of this Agreement)" are provided only for convenient reference during consideration of the Agreement. The durations listed under "Contract Time" define the Contract Times and take precedence over the projected dates.

#### Article 4 - KEY PERSONNEL

4.1 The Contractor's key personnel for the Project are:

4.1.1 Tyler Jones Project Manager.

4.1.2 Tyler Jones Lead Scheduling Engineer;

4.1.3 Karsten Vuillemot , General Superintendent.

4.2 The Contractor's key personnel are authorized to act on the Contractor's behalf with respect to the Project and all matters concerning the Project.

#### Article 5 - GENERAL PROVISIONS

##### 5.1 Effectiveness.

5.1.1 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 and until all relevant statutory provisions of the Ohio Revised Code, including ORC Section 126.07, have been complied with, and until such time as all necessary funds are available or encumbered and, when required, such expenditure of such funds is approved by the State Controlling Board, or other applicable approving body.

5.1.2 In addition, if federal funds are to be used to pay fees and expenses under this Agreement, none of the rights, duties, and obligations contained in this Agreement shall be binding on any party until the Owner gives the Contractor written notice that such funds are available from the Owner's funding source.

5.1.3 Subject to Section 5.1.1, the Contract shall become binding and effective upon execution by the Contracting Authority, Owner, Contractor, and Ohio Attorney General.

5.1.3.1 If the Contractor is a joint venture, (1) each individual joint venturer shall (a) sign the Agreement in its own name and (b) be a party to the Contract, and (2) the Contract and the Performance and Payment Bond shall be binding on and apply to all joint venturers jointly and severally.

5.1.3.2 If the Contractor is a limited liability company, which the Contracting Authority reasonably believes to be a special purpose or similar entity, the Contracting Authority may in its discretion require the limited liability company and each member of the limited liability company to (1) sign the Agreement in its own name and (2) be a party to the Contract. In that case, the Contract and the Performance and Payment Bond shall be binding on and apply to the limited liability company and to all of its members jointly and severally.

5.1.4 This Agreement may be executed in several counterparts, each of which shall constitute a complete original Agreement, which may be introduced in evidence or used for any other purpose without production of any other counterparts.

##### 5.2 Representations.

5.2.1 The Contractor represents and warrants that it is not subject to an unresolved finding for recovery under ORC 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.

5.2.2 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 ORC Section 3517.13.



5.2.3 The Contractor, by signature on this Agreement, 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.

5.2.4 The Contractor affirms to have read and understands Executive Order 2019-12D 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.

5.2.5 The Contractor affirms to have read and understands Executive Order 2022-02D regarding the prohibition of purchases from or investment in a Russian institution or company 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 to the Contractor for purchases or investments in a Russian institution or company in violation of this paragraph. The provisions of this paragraph will expire when the applicable Executive Order is no longer effective.

5.2.6 During the performance of this Contract, if the Contractor changes the location(s) disclosed on the **Affirmation and Disclosure Form** (a page in its **Bid Form**), the Contractor must complete and submit a revised **Affirmation and Disclosure Form**.


5.2.7 Pursuant to ORC Section 9.76(B), the Contractor warrants that it is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of this Contract.

## Article 6 - ENUMERATION OF DOCUMENTS

6.1 The Contract Documents constitute the substance of the Contract, and include this Agreement, Drawings, Specifications, Addenda if any, **Contracting Definitions, General Conditions, Supplementary Conditions if any, Bid Form, Wage Rate Requirements, Bid Guaranty and Contract Bond or Performance and Payment Bond**, and Change Orders if any.

## SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth below:

 Trucco Construction Company, Inc _____ <i>Signature</i> Randy King _____ <i>Printed Name</i> COO _____ <i>Title</i>	<b>Owner</b> _____ <i>Signature</i> _____ <i>Printed Name</i> _____ <i>Title</i>
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## OHIO ATTORNEY GENERAL

Approval as to Form

_____ <i>Signature</i>
_____ <i>Printed Name</i>
_____ <i>Title</i>
_____ <i>Date</i>

**END OF DOCUMENT**