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

|  |  |  |
| --- | --- | --- |
| **Project Number:** |  | **«insert project number»** |
| **Project Name:** |  | **«insert project name»** |
| Site Address: |  | «insert street address»  «insert city, county» |
|  |  |  |
| **Owner:** |  | **Wright State University** |
| Address: |  | 3640 Colonel Glenn Highway  Dayton, Ohio 45435 |
|  |  |  |
| **Contracting Authority:** |  | **Daniel Papay** |
| Address: |  | 3640 Colonel Glenn Highway  392 University Hall  Dayton, Ohio 45435 |
| **Contractor:** |  | **«insert name»** |
| Contractor’s Principal Contact: |  | «insert name» |
| Address: |  | «insert street address»  «insert city, state zip code» |
|  |  |  |
| **Architect/Engineer (“A/E”):** |  | **«insert name»** |
| A/E’s Principal Contact: |  | «insert name» |
| Address: |  | «insert street address»  «insert city, state zip code» |
|  |  |  |

# - SCOPE OF WORK

## The Contractor shall perform and provide all of the Work described in the Contract.

## All Wright State University projects have an EDGE participation goal of **5%.**

# - COMPENSATION

## 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 **$«insert amount»**, subject to additions and deductions as provided in the Contract Documents. The Contract Sum is comprised of the following:

### Base Bid: $«Insert Base Bid Amount»

### Alternate «Insert Alternates Awarded»: $«Insert Alternate Amount»

### Alternate «Insert Alternates Awarded»: $«Insert Alternate Amount»

### Alternate «Insert Alternates Awarded»: $«Insert Alternate Amount»

### Alternate «Insert Alternates Awarded»: $«Insert Alternate Amount»

# - CONTRACT TIMES

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

|  |  |
| --- | --- |
| **Construction Milestone** | **Contract Date** |
| «insert description of interim Milestone – add more rows if necessary – delete if none» | «insert date» |
| Final Acceptance of all Work | «insert date» |

# - KEY PERSONNEL

## The Contractor’s Key Personnel for the Project are:

### «insert name», Project Manager;

### «insert name», General Superintendent.

# - GENERAL PROVISIONS

## Effectiveness.

## 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.

## Subject to **Section 5.1.1**, the Contract shall become binding and effective upon execution by the Owner and the Contractor.

## 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.

## Representations.

## The Contractor represents and warrants that it is not subject to an unresolved finding for recovery under Ohio Revised Code (“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.

## 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.

## 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.

## 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.

**SIGNATURES**

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

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  | |  | |
|  |  | |  | |
| **«INSERT CONTRACTOR’S NAME»** | |  | | **Wright State University** | |
|  | |  | |  | |
|  | |  | |  | |
| *Signature* | |  | | *Signature* | |
|  | |  | |  | |
| *Printed Name* | |  | | *Printed Name* | |
|  | |  | |  | |
| *Title* | |  | | *Title* | |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |  | | *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* | |
| *Date* | |  | | *Date* | |

**END OF DOCUMENT**