

LEGAL NOTICE

To: Bidders

Subject: Baseball Field Construction Project

From: West Liberty-Salem Board of Education
7208 US HWY 68 N
West Liberty, OH 43357

Sealed/Bids Proposals will be received by the Board of Education of the West Liberty-Salem Local School District at the Administration office at 12:00 Noon on November 13, 2019 and at that time will be opened by the treasurer of said Board as provided by law for the Baseball Field Project (See bid specs and instructions to bidders for additional information).

Specifications and instructions to bidders are on the school website (wlstigers.org) and also on file in the Treasurer's office at 7208 US HWY 68 N., West Liberty, OH 43357. If you need to request additional information or have detailed questions please contact Jake Vitt at jvitt@wlstigers.org, Kraig Hissong at khissong@wlstigers.org, or Chelsea Baldwin at cbaldwin@wlstigers.org. To submit your bid by mail, please mail to Chelsea Bladwin, Treasurer West Liberty-Salem Local School District, 7208 US HWY 68 N., West Liberty, OH 43357. The Envelope must clearly be marked with the words "Bid Opening" and all other information as presented by the instruction to bidders.

The Board of Education reserves the right to reject any and all bids.

By order of the Board of Education
Chelsea Baldwin, Treasurer
West Liberty-Salem Local School District



West Liberty-Salem Baseball Field Project

at

West Liberty-Salem Local School District
7208 US HWY 68 N, West Liberty, Ohio 43357

Invitation to Submit Proposal

West Liberty-Salem Local School District (WLSLSD) located in Salem Township, Champaign County, Ohio announces its intent to solicit cost proposals for the WL-S Baseball Field Project, which includes an infield, baseball field, dugouts/buildings and related drainage on the site of WLSLSD. Instructions for submitting a proposal are included, along with a proposal form and specifications for the work. Proposals are due no later than November 13, 2019, at the Office of the Treasurer, Chelsea Baldwin, West Liberty-Salem Local School District, 7208 US HWY 68 N, West Liberty, Ohio 43357.

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INSTRUCTIONS FOR SUBMITTING COST PROPOSALS

1. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

A. Contractors are cautioned to review carefully the site and all parts of the Contract Documents made available to each contractor, including, but not limited to, the Invitation to Submit a Proposal, Instructions for Submitting Cost Proposals, Proposal Form, Owner-Contractor Agreement, Drawings, and Specifications. The Contract Documents, as defined in the Owner-Contractor Agreement, will govern the relationship between the successful Contractor and the Owner upon execution of an Owner-Contractor Agreement by the Owner and the successful Contractor.

2. OWNER

West Liberty-Salem Local School District Board of Education
7208 US HWY 68 N, West Liberty, Ohio 43357
Telephone: 937-465-1075
Fax: 937-465-1095



3. PROJECT AND PRE-PROPOSAL MEETING

The Project consists of all labor, materials, and services necessary for the timely and proper completion of the baseball field and related drainage on the site in accordance with the Contract Documents. Submit any questions regarding the Contract Documents to Mr. Dan Shover.

A pre-proposal meeting will be held on October 31st at 9 AM, local time, at the WLSLSD Those attending the meeting should park in the front visitor parking lot.

The Project is outside the scope of the statutory competitive bidding requirements for public school construction in Ohio.

4. WORK AND SCHEDULE FOR COMPLETION

At this time, cost proposals are being solicited for a single general contract for all work on the Project. The construction time frame for the specified work is outlined below:

May 1, 2020 – Commence construction
July 1, 2020 – Construction Grade, tile/drainage installed
August 1, 2020 – Field Final Grade complete and prepared for seeding
September 1, 2020 – Seeding for baseball field complete
September 28, 2020 – Baseball field complete
October 31, 2020 – Service building/dugouts complete and site work complete

5. CONTRACT DOCUMENTS

1. Invitation to Submit a Proposal
2. Instructions for Submitting a Proposal
3. Proposal Form
4. Contract Bond Form
5. Owner-Contractor Agreement
6. Project Specifications, Schedule, and Drawings

Contract Documents: Contractors invited to submit a proposal will be provided with a complete set of the Contract Documents, including the Drawings and Specifications, electronically prior to the pre-proposal meeting. Documents will be provided at no cost.

6. PREPARATION OF PROPOSALS

1. Complete and sign one (1) copy of the "Proposal Form" included with the Contract Documents.

Enclose the Proposal Form, with the required submittals and samples described in the Specifications, in a sealed opaque envelope or package with the Contractor's name and title of the Project printed in the upper left hand corner and addressed as follows: the Office of the Superintendent, West Liberty-Salem Local School District, 7208 US HWY 68 N, West Liberty , Ohio 43357.

2. Proposals must be received at the designated location by 12:00 PM local time, on November 13, 2019, at the Board Office. If the proposal is delivered by other than personal delivery, it should



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be enclosed in a separate envelope with the notation "Bid Opening for WLSLSD Baseball Field Project– Deliver Immediately to Chelsea Baldwin" on the face of the envelope, with the date and time of the scheduled due date written on the envelope. Each contractor is responsible for delivery of its cost proposal to the designated office prior to the deadline for accepting proposals; proposals received after the scheduled time may be accepted, in the Owner's sole discretion after it considers the circumstances.

3. Each Proposal must be accompanied by a Bid Guaranty in the form of a bid bond with an approved Surety Company as surety for the execution of the contract. The Bid Guaranty and Contract Bond shall be for the full amount of the bid Proposal and in the form as contained in the bid documents.

7. CONTRACT BOND

1. Contract Bond: Within five (5) days after the contract is awarded, or such other time as the Owner agrees, the successful Contractor must furnish a Contract Bond in the form Contract Bond included in the Contract Documents in an amount equal to 100% of the Contract Sum, unless the Owner, in its sole discretion determines to waive the contract bond requirement or accept another form of security. The bond must be supported by credentials showing the Power of Attorney of the agent, a certificate showing the legal right of the Surety to do business in the State of Ohio, and a financial statement of the Surety. **NOTE: AIA Bond forms are not acceptable.**
2. The bond must be issued by a surety company ("Surety") authorized by the Ohio Department of Insurance to transact business in the State of Ohio and acceptable to the Owner and must be signed by an authorized agent of the Surety. The bond must be issued by a Surety capable of demonstrating a record of competent underwriting, efficient management, adequate reserves, and sound investments. These criteria will be deemed to be met if the Surety currently has an A.M. Best Company Policyholders Rating of "A-" or better and has or exceeds the Best Financial Size Category of Class VI. Other sureties may be acceptable to the Owner, in its sole discretion.

8. SELECTION OF CONTRACTOR

1. All cost proposals will remain open for acceptance for 60 days following the day for receipt of proposals, but the Owner may, in its sole discretion, release any proposal prior to that date.
2. The Owner reserves the right to reject any, part of any or all proposals and to waive any informalities and irregularities with any proposal. The Contractor expressly acknowledges this right of the Owner to reject any or all proposals, or to reject any incomplete or irregular proposal. Contractors must furnish all information requested on or to be submitted with the Proposal Form. Failure to do so may result in disqualification of the proposal.
3. Determination of the Lowest and Best Proposal. Subject to the right of the Owner to reject any or all proposals, the Owner will award the Contract for the Work to the Contractor submitting the lowest and best proposal, taking into consideration accepted alternates. The Owner, in its sole discretion, will determine whether a proposal or Contractor is the best proposal or Contractor for the Project. In evaluating proposals, the Owner will consider the qualifications of the Contractors, whether or not the proposals comply with the prescribed requirements, and alternatives and unit prices, if requested, in the Proposal Form. The Owner may also consider the qualifications and experience of suppliers and distributors. The Owner may conduct such investigations as are deemed necessary to establish the responsibility, qualifications and financial ability of the Contractors, proposed distributors and other persons and organizations to do the work in accordance with the Contract Documents to the Owner's satisfaction within the prescribed time. The factors to be considered by the Owner in making its determination as to whether a Contractor is responsible and qualified to perform the specified work include the following as the Owner, in its discretion, deems appropriate; cost will be considered, but is not determinative of the best proposal. The Owner may give such weight to each factor as it deems appropriate:



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1. The Contractor must have a record of consistent customer satisfaction and of consistent completion of projects, including projects, which are comparable to or larger and more complex than the Owner's Project, on time and in accordance with the applicable Contract Documents. If the Contractor's management operates or has operated another construction company, the Owner may consider the work history of that company in determining experience and responsibility of the Contractor.
The Owner will consider the Contractor's prior experience on similar projects and other projects of the Owner and/or Design Professional, including the Contractor's demonstrated ability to complete its work on these projects in accordance with the Contract Documents and on time, and its ability to work with the Owner and/or design professional.
2. The Contractor's resources, including but not limited to the financial ability to complete the Contract successfully and on time, without resort to its Surety, and the experience, adequacy and numbers of the Contractor's work force.
3. The Contractor's compliance with federal, state, and local laws, and regulations; the Contractor must have current licenses required to perform the Work and not have had any license revoked for a substantive reason in any jurisdiction. Contractor is responsible for any costs and license necessary in Champaign County, Ohio.
4. The ability of the Subcontractors the Contractor intends to use on the Project to meet these same criteria.
5. The Contractor's participation in a drug-free workplace program acceptable to the Owner, and the Contractor's record for both resolved and unresolved findings for recovery as defined in Ohio Revised Code Section 9.24.
6. Experience requirements listed in the Specifications, including but not limited to, the Contractor and installer experience requirements listed in Section 1.5(A) and (B) of Section 321818 and manufacturer qualifications detailed in Section 1.5(D) of the same section.
7. In addition, the Owner will consider the following for each Contractor submitting a proposal:

- (a) Whether Contractor is currently involved in one or more active lawsuit(s).
- (b) Whether Contractor's surety has completed a contract within the last 10 years for Contractor.
- (c) Whether Contractor has been disqualified or disbarred from performing public work.

4. Within three (3) business days after the Owner's receipt of the proposals, if requested, any Contractor will complete and submit to the District the following documents:
 1. A completed Contractor Qualifications Statement, using the form provided by the District, and thereafter provides the Design Professional with such additional information as requested regarding the Contractor's qualifications, experience, and responsibility.
 2. A list of all proposed Subcontractors, suppliers, and manufacturers; and
 3. A breakdown of labor and material for the Project, including the sum of each.

After approval by the Owner of the list of proposed Subcontractors, suppliers, and manufacturers submitted by the successful Contractor, the list will not be changed unless written approval of the change is authorized by the Owner.

5. The Owner reserves the right to disqualify proposals, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Contractor.
6. Award of Contract. The award of the Contract will only be made based upon action by the Owner. No property interest in any contract awarded by the Owner will be created until the owner/contractor agreement is signed by a representative duly authorized by the Owner.

9. SUBSTITUTIONS/NON-SPECIFIED PRODUCTS

The Owner reserves the right to select the product that it believes will be best for the Project, considering price and other factors. Product specification and selection will be considered during negotiations with



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contractors in the bid process. Contractors should identify and clearly specify product(s) and any possible substitutions in the bid package.

10. ADDENDA

A. The Owner may issue Addenda changing, altering, or supplementing Contract Documents prior to the time set for receiving cost proposals. The Owner will issue the Addenda to clarify questions, to change, alter, or supplement the Contract Documents.

11. TAX STATUS

A. The Owner is a political subdivision of the State of Ohio and is exempt from taxation under the Ohio Sales Tax and Use Tax Laws. Building materials and equipment that the successful Contractor purchases for incorporation into the Project will be exempt from state sales and use taxes if the successful Contractor provides a properly completed sales tax exemption certificate, executed by the Contractor and the Owner, to the vendors or suppliers when the materials are acquired. The Owner will provide a completed certificate to the successful Contractor.

12. OWNER'S RIGHT TO WAIVE DEFECTS AND IRREGULARITIES

1. The Owner reserves the right to waive any and all irregularities provided that the defects and irregularities do not affect the amount of the proposal in any material respect or otherwise give the Contractor a competitive advantage.
2. By submitting its proposal, the Contractor agrees that the Owner's determination of whether a defect or irregularity affects the amount of the proposal in any material respect or otherwise gives the Contractor a competitive advantage will be final and conclusive.

13. EXECUTION OF THE CONTRACT

A. Within seven (7) calendar days of the Award of the Contract, or such other time designated by the Owner, the successful Contractor will execute and deliver to the Owner the required number of the following documents:

1. The Owner-Contractor Agreement Form;
2. Contract Bond;
3. Certificate of Authority or Certificate of Compliance issued by the Ohio Department of Insurance showing the authority of the surety to conduct business in Ohio;
4. Insurance Certificates;
5. Valid Workers' Compensation Certificate;
6. Any other documents identified in the Contract Documents for submission with the signed agreement;
7. Proof that the Contractor is enrolled in an approved Drug Free Work Place Program by the State of Ohio.

14. REVIEW OF PROPOSALS SUBMITTED

A. The proposals will be reviewed and evaluated by the Owner. The Owner may request additional information from any or all of the companies invited to submit a proposal and reserves the right to further negotiate the cost proposed for the specified work. Contractors may also be requested to provide samples of the product upon which its proposal is based.



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15. EQUAL EMPLOYMENT OPPORTUNITY/NONDISCRIMINATION

A. Minority, female, and disadvantaged businesses will be afforded full opportunity to submit bids for the Work, and bidders will not be discriminated against on the grounds of race, color, religion, sex, age, handicap, ancestry, or national origin in the consideration of an award. The successful Contractor will include a provision in any subcontract entered into for the Project that requires that each of its subcontractors not discriminate against any employee or applicant for employment on the basis of race, religion, color, sex, age, handicap, ancestry, or national origin in any actions that it takes. Such actions include, without limitation, employment, upgrading, demotion, transfer recruitment or recruiting advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeships.

B. The contract document to be executed by the successful Contractor contains nondiscrimination provisions as required by Ohio Revised Code Sections 153.59 and 153.60.

END OF INSTRUCTIONS FOR SUBMITTING A PROPOSAL



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Office of the Superintendent, Kraig E. Hissong
7208 US HWY 68 N | WEST LIBERTY, OH 43357
P: 937-465-1075 | F: 937-465-1095 | khissong@wlstigers.org

West Liberty-Salem Local School District
Baseball Field Project
Proposal Form

Submitted to:

West Liberty-Salem Local School District Board of Education
Attention: Kraig Hissong, Superintendent
7208 US HWY 68 N, West Liberty, Ohio 43357
Telephone: 937-465-1075
Fax: 937-465-1095

I, the undersigned, as the authorized representative of the Contractor, having familiarized myself with the bid specifications for the Project, do hereby propose to furnish all labor, equipment, materials, permits, supervision, etc. and to complete all work as specified in these documents and specifications for the West Liberty-Salem Baseball Fields Project for the following price:

Cost for the Entire Project **Base Bid** \$ _____

Owner reserves the right to select the product it determines is best for the Project, considering price and other factors, but not necessarily the low-cost product submitted.

Alternate Bid

- 1. Field Irrigation \$ _____
- 2. Synthetic Turf Infield (42 oz. 2" pile height – 8 year Warranty)
Price to include base construction and drainage per manufacturer \$ _____
- 3. Masonry Backstop with Netting (See Picture) \$ _____
- 4. Masonry Backstop with Netting for Softball Field (See Picture) \$ _____
- 5. Dugouts (2 Additional Dugouts for Softball Field). They are
to have same specifications as baseball dugouts. \$ _____

The total project cost stated above includes delivery costs, fees and permits required for the work, the allowance, and everything required to complete the specified project.

Business Name: _____
Address: _____
Phone Number: _____ Email Address: _____
Fax Number: _____
Authorized Signature: _____
Title: _____
Name: (Print) _____

Due: Wednesday, November 13, 2019 by 12:00 pm.



OWNER-CONTRACTOR AGREEMENT

Owner:

West Liberty-Salem Local School District
Board of Education
7208 US HWY 68 N
West Liberty, Ohio 43357
Telephone: 937-465-1075
Fax: 937-465-1095

Contract: _____
Alternates: _____
Contractor: _____
Address: _____
Phone: _____
Fax: _____
Email: _____

Project:

WL-S Baseball Field Project
7208 US HWY 68 N
West Liberty, Ohio 43357
Telephone: 937-465-1075
Fax: 937-465-1095

The Owner, a political subdivision of the State of Ohio, and the Contractor have entered into this Owner-Contractor Agreement ("Agreement") as of the date signed by Owner at the end of this Agreement. The Owner and the Contractor agree as follows:

1. WORK

1.1 The Contractor will furnish all the labor, services, materials, plant, equipment, tools, scaffolds, appliances, and all other things (collectively called the "Work") necessary for the timely and proper completion of the Work described in the specifications for the Project.

1.2 The Contractor will furnish sufficient skilled workers, materials, and equipment to perform the Work in strict conformance with the Contract Documents and to the entire satisfaction of the Owner, to achieve the Date for Substantial Completion defined in this Agreement or as otherwise agreed to by the parties. All materials and equipment provided shall be new, free from all defects, fit for the purpose for which intended, and merchantable.

1.3 The Contractor will assign a competent Project Supervisor. At the Owner's request, the Contractor will replace the Project Supervisor, provided that the request is reasonable. The Owner's Representative will not be responsible for the acts or omissions of the Supervisor or his assistants.

2. CONTRACT DOCUMENTS

2.1 The Contract Documents consist exclusively of the Owner-Contractor Agreement, the Instructions for submitting a Proposal issued for the Project, the Contractor's Proposal Form, the Drawings and Specifications for the Project, and Change Orders, all of which are incorporated into this Agreement. Contractor shall use the State of Ohio Subcontract Form for all subcontracted work.

3. OWNER'S REPRESENTATIVE

3.1 The Owner will select an Owner Representative



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3.3 Except as specifically stated to the contrary elsewhere in this Agreement, the Contractor will direct all communications to the Owner through the Owner Representative.

3.4 The Owner Representative will monitor the progress of the Contractor's Work and will conduct regular inspections of the progress of the Work as provided in the Contract Documents.

3.5 The Owner and the Owner's Representative will have access to the Work at all times.

4. TIME FOR COMPLETION AND PROJECT COORDINATION

4.1 PROJECT TIME SCHEDULE. The site will be available for the Contractor to begin work May 25, 2020; all Work must be complete by October 31, 2020 ("Date for Substantial Completion"), unless the Owner and Contractor agree to different dates for commencement and completion of the Work. (See guideline schedule for milestones dates throughout.) The following interim dates are required for Work:

May 1, 2020 – Commence construction
July 1, 2020 – Construction Grade, tile/drainage installed
August 1, 2020 – Field Final Grade complete and prepared for seeding
September 1, 2020 – Seeding for baseball field complete
September 28, 2020 – Baseball field complete
October 31, 2020 – Service building/dugouts complete and site work complete

4.2 TIME IS OF THE ESSENCE. THE DATES IN THE PROJECT TIME SCHEDULE ARE OF THE ESSENCE OF THIS AGREEMENT. THE CONTRACTOR WILL PROSECUTE ITS WORK IN ACCORDANCE WITH THE PROJECT TIME SCHEDULE, INCLUDING ANY AMENDMENTS THERETO.

4.3 DELAYS AND ACCELERATIONS.

4.3.1 NOTICE OF DELAYS. The Contractor will give the Owner written notice of any delay affecting its Work in the form and with the information specified in the Contract Documents within two (2) business days of the commencement of the delay. The failure to give the required notice shall constitute an irrevocable waiver of the Contractor's right to seek an extension of time and/or additional compensation/damages for the delay. The Owner, in its sole and reasonable discretion, shall determine whether a delay entitles the Contractor to an extension of time. Any extensions of time will only be granted pursuant to the procedures for Change Orders set forth in this Agreement.

4.3.2 ACCELERATION OF THE WORK. The Owner may require the Contractor to accelerate its Work by adding workers or working additional shifts, extended shifts or overtime, so that the Work is in final form before the Date for Substantial Completion. If the Owner requires the Contractor to accelerate its Work, the Contractor will within five (5) days take the required action, and the Owner thereafter will issue a Change Order increasing the Contract Sum to pay the Contractor for the Contractor's additional costs of accelerating its Work so that the Work is in final form before the Date for Substantial Completion. If there is a dispute as to whether the Contractor is entitled to a Change Order for accelerating its Work, the Contractor shall proceed to accelerate its Work without waiting for a Change Order or payment of any additional compensation, but may reserve its right to make a claim against the Owner for its additional costs incurred in accelerating its Work. The Contractor's additional costs for accelerating its Work will be determined in accordance with Paragraph 4.3.3.

4.3.3 COMPENSATION FOR ACCELERATION OF THE WORK



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4.3.3.1 OWNER'S OBLIGATION TO PAY. The Owner will pay the Contractor, as provided in this Paragraph, for the Contractor accelerating its Work so that its Work is in final form before the Date for Substantial Completion. The Owner will not be required to compensate the Contractor for the Contractor accelerating its Work so that the Work is in final form by the Date for Substantial Completion.

4.3.3.2 COMPENSATION FOR ACCELERATION OF THE WORK. To the extent that the Owner requires the Contractor to accelerate its Work so that the Work is in final form before the Date for Substantial Completion, the Owner will pay the Contractor for the Contractor's additional costs of accelerating its Work, as determined in accordance with this Paragraph. The additional costs of accelerating the Work will be (a) any premium for overtime, additional shift work, or extended shift work, (b) the cost of any additional supervision or general conditions required by the acceleration, (c) out of pocket cost of any additional equipment required for the acceleration, (d) to the extent the Contractor can document lost productivity due to the acceleration, the cost associated with such lost productivity, and (e) overhead, including home office overhead, and profit equal to ten percent (10%) of the total amount of the other items for which additional compensation is permitted under this Paragraph. The foregoing is the only additional compensation and/or damages the Contractor will be entitled to receive for accelerating its Work so that it is complete before the Date for Substantial Completion. As a condition precedent to its recovery of additional compensation, the Contractor will provide the Owner with full information about the costs of accelerating its Work in the form and format requested by the Owner.

5. CORRECTIVE ACTION. If the Owner determines that the Contractor is not cooperating or coordinating its work properly with its subcontractors, not supplying sufficient skilled workers, not cleaning up the Project, not furnishing the necessary materials, equipment, or any temporary services or facilities to perform the Work in strict conformance with the Contract Documents, or the Contractor is not on schedule, or is not otherwise performing its obligations under the Contract Documents, THE CONTRACTOR WILL IMMEDIATELY, AND IN NOT LESS THAN TWO (2) BUSINESS DAYS AFTER NOTICE OF SUCH DETERMINATION, OR SUCH LESSER TIME AS MAY BE PROVIDED IN THE CONTRACT DOCUMENTS, (1) COMMENCE SUCH ACTION AS IS NECESSARY TO CORRECT THE DEFICIENCIES NOTED BY THE OWNER, (2) PROCEED TO USE ITS BEST EFFORTS TO CORRECT SUCH DEFICIENCIES WITHIN THIRTY (30) DAYS OF SUCH NOTICE AND/OR, (3) IF THE OWNER INSTRUCTS THE CONTRACTOR TO TAKE SPECIFIED CORRECTIVE ACTION, WILL IMMEDIATELY TAKE SUCH CORRECTIVE ACTION, including but not limited to increasing the number of skilled workers, providing temporary services or facilities, and cleaning up the Project. Such corrective action will be taken and continued uninterruptedly without waiting to initiate any dispute under Paragraph 11 of this Agreement or the resolution of any dispute initiated under such paragraph.

6. CONTRACT SUM. The lump sum Contract Sum to be paid by the Owner to the Contractor, as provided herein, for the satisfactory performance and completion of the Project and all of the duties, obligations and responsibilities of the Contractor under this Agreement and the other Contract Documents will be

The Contract Sum includes all federal, state, county, municipal, and other taxes imposed by law, including but not limited to any sales, use, 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 is responsible to pay any such taxes. The Contract Sum includes the following alternate(s) and/or allowances:

6.1 LIQUIDATED DAMAGES.

1. The Contractor will have its work substantially completed (as Substantial Completion is defined in the Contract Documents) by the date stated in Paragraph 4.1; the timeline may be varied following award of the contract based upon the Contractor's ability to perform the work on a different timeline acceptable to the Owner. By entering into this Agreement, the Contractor agrees that the period for performing the Work is reasonable and that the Contractor's Work can be substantially complete by the date stated in this Agreement.



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2. If the Contractor does not have its Work on the Project substantially complete by the date stated in Paragraph 4.1 or as otherwise agreed by the parties, the Contractor will pay the Owner (and the Owner may set off from sums coming due the Contractor) liquidated damages in the per diem amount of \$300.00 for each calendar day beyond the date of Substantial Completion as extended in accordance with the Contract Documents.
3. The Contractor acknowledges by signing this Agreement with the Owner that the amount of liquidated damages represents a reasonable estimate of the actual damages the Owner would incur if the work is not substantially complete by the foregoing date and that the damages that may result from the failure to substantially complete the work by the foregoing date are uncertain and difficult to ascertain. These liquidated damages are damages for loss of use of the Project, and the Contractor in addition to the liquidated damages will be obligated to indemnify and hold the Owner harmless from any claims, and if the Work on the Project is accelerated because of delay, for all costs related to the acceleration of the Work, as provided in the Contract Documents.

7. **LIMITATION ON LIABILITY.** The Owner's total liability under this Agreement is limited to the amount set forth in the Treasurer's certificate at the end of this Agreement. Under no circumstances will the elected officials, officers, employees, board members, or agents of the Owner be personally liable for any obligations or claims arising out of or related to this Agreement.

8. PAYMENT AND RETAINAGE.

8.1 PAYMENT.

8.1.1 **APPLICATIONS FOR PAYMENT.** Payment applications will be submitted on a monthly basis and will reflect the amount of work completed as of the date the application for payment is submitted. On or before the date of the month specified by the Owner, the Contractor will submit to the Owner, through the Design Professional, an itemized payment application for such period in the following format and with one (1) copy of the following documentation:

1. (a) Invoice for work performed and materials and equipment provided for the previous pay period;
2. (b) Current list of the Contractor's Subcontractors and suppliers showing their respective contract sums, amount paid, and amount due;
3. (c) A.I.A. Document G706a (Contractor's Affidavit of Release of Liens), or another form acceptable to Owner, with lien releases in a format approved by the Owner for all the Contractor's Subcontractors and suppliers current through the date of the Contractor's previous Application for Payment;
- (d) Such other supplemental information as the Owner may require. Such other information may include a schedule of all materials and equipment stored on site.

8.1.2 The Owner may withhold payment in whole or in part, and may demand that the Contractor refund amounts previously paid, to protect the Owner from loss because of:

1. (a) The Contractor's default or failure to perform any of its obligations under the Contract Documents, including but not limited to: failure to provide sufficient skilled workers; Work, including equipment or materials, which is defective or otherwise does not conform to the Contract Documents; failure to conform to the Project Time Schedule; and failure to follow the directions of or instructions from the Owner;
2. (b) The Contractor's default or failure to perform any of its obligations under another contract that it has with the Owner;
3. (c) The filing of third-party claims, or reasonable evidence that third party claims have been or will be filed;



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4. (d) The Work has not proceeded to the extent set forth in the application for payment;
5. (e) Any representations made by the Contractor are untrue;
6. (f) The failure of the Contractor to make payments to its Subcontractors;
7. (g) Damage to the Owner's property or the property of another person or laborer;
8. (h) The determination that there is a substantial possibility that the Work cannot be completed for the unpaid balance of the Contract Sum; and/or
9. (i) Liens filed or reasonable evidence indicating the probable filing of such liens.

8.1.3 The Owner will pay the Contractor within thirty (30) days after receipt of the approved Contractor's payment application, provided that the payment application has been properly submitted on a timely basis and is accompanied by all of the required documentation. The Owner may establish a cut-off date for the submission of the payment application.

8.1.4 DOCUMENTATION. Upon request, the Contractor immediately shall supply the Owner with such information as may be requested so as to verify the amounts due to the Contractor, including but not limited to original invoices for materials and equipment and documents showing that the Contractor has paid for such materials and equipment, and so as to verify that amounts due laborers, subcontractors, and material men have been paid to them.

8.2 RETAINAGE.

8.2.1 Retainage will be withheld from each application for payment in the amount of 10 percent of the total amount requested.

8.3 FINAL PAYMENT.

8.3.1 The final application for payment shall be itemized, and the Contractor shall ensure that the final application for payment shall contain one (1) copy of each of the following documents, if not previously delivered to the Owner.

Items (a)-(d) in Paragraph 6.1.1;

A.I.A. Document G706a (Contractor's Affidavit of Release of Liens), or another form acceptable to Owner and Design Professional, with lien releases in a format approved by the Owner for each Subcontractor and supplier, current through the date of the Contractor's last application for payment;

Contractor's Certificate of Insurance;

Contractor's Workers' Compensation Certificate;

Consent of the Contractor's Surety to Payment;

An assignment to the Owner of all warranties obtained or obtainable by the Contractor from manufacturers and suppliers of equipment and materials incorporated into the Work by written instrument of assignment in a form acceptable to the Owner; and

Such other documentation as required by the Contract Documents, the Owner, or applicable law.

8.3.2 The making of Final Payment by the Owner will not constitute a waiver of Claims by the Owner for the following:

1. (a) Liens, Claims, security interests, or encumbrances arising out of the Contract Documents that are unsettled;
2. (b) Failure of the Work to comply with the requirements of the Contract Documents;
3. (c) Terms of special warranties required by the Contract Documents;
4. (d) Claims for Indemnification;
5. (e) Claims about which the Owner has given the Contractor written notice; or
6. (f) Claims arising after Final Payment.



9. CHANGE ORDERS.

9.1 A Change Order is a written instrument signed by the Owner, Design Professional, and the Contractor stating their agreement upon a change in the Work, the amount of the adjustment or the method for computing the amount of the adjustment of the Contract Sum, if any, and the extent of the adjustment in the Project Time Schedule, if any.

10. CLAIMS AND DISPUTES.

10.1 A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment, or interpretation of the terms of the Contract Documents, payment of money, extension of time, or other relief with respect to the terms of the Contract Documents, provided that the Owner's decision to adjust or withhold payment under Paragraph 9.1.3 shall not be considered a Claim. The responsibility to substantiate claims shall rest with the party making the Claim. The Contractor shall not knowingly (as "knowingly" is defined in the federal False Claims Act, 31 U.S.C. Section 3729, et seq.) present or cause to be presented a false or fraudulent Claim. As a condition precedent to making a claim, the Contractor shall submit an affidavit sworn to before a notary public or other person authorized to administer oaths in the State of Ohio and executed by an authorized representative of the Contractor, which states that: The Claim which is submitted herewith complies with Paragraph 10.1 of the Owner-Contractor Agreement, which provides that the Contractor shall not knowingly present or cause to be presented a false or fraudulent Claim.

10.2 Claims must be made by written notice and clearly labeled as a claim.

10.3 If Contractor wishes to make a Claim for an increase in the Contract Sum, written Notice as provided herein shall be given before proceeding to execute the Work.

10.4 If Contractor wishes to make a Claim for additional time, Contractor shall include an estimate of cost and probable effect of delay on progress of the Work. In the event of continuing delay, only one Claim is necessary. If adverse weather conditions are the basis for a Claim for additional time, such claim must be accompanied by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction.

10.5 If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then the observing party must give written notice to the other party promptly before conditions are disturbed and in no event later than 48 hours after first observance of the conditions. If the conditions are materially different and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, Owner will issue an appropriate Change Order.

10.6 Contractor must make all claims in writing within seven (7) days after the occurrence of the event giving rise to the Claim. Failure to do so is an irrevocable waiver of the Claim.

10.7 Within ten (10) days of its receipt of a written request, Contractor will make available to Owner or its representative any books, records, or other documents in its possession or to which it has access relating to any Claim and shall require its Subcontractors, regardless of tier, and materialmen to do likewise.



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10.8 If a Claim has not been resolved within 14 days after submission to the other party, unless agreed otherwise in writing by the parties, the Claimant's exclusive remedy is to file suit in the Common Pleas Court for the county in which the Project is located (Champaign County, Ohio).

11. DEFAULT OF THE CONTRACTOR.

11.1 EVENTS OF DEFAULT. Each of the following constitutes an event of default of Contractor:

11.1.1 Contractor's failure to perform any of its obligations under the Contract Documents and to proceed to commence to correct such failure within two (2) business days after written notice thereof from Owner or such lesser time as is provided in the Contract Documents, or

11.1.2 Contractor's failure thereafter to use its best efforts to correct such failure, or

11.1.3 Except when an extension of time is granted in writing by Owner, to correct such failure within 30 days after receipt of written notice thereof.

11.1.4 Contractor's failure to pay its obligations as they become due or Contractor's insolvency.

11.2 OWNER'S REMEDIES. Upon the occurrence of an event of default Owner shall have the following remedies, which shall be cumulative:

11.2.1 Order Contractor to stop the Work, which Contractor will do immediately;

11.2.2 To perform through others all or any part of the Work remaining to be done and to deduct the cost thereof from the unpaid balance of the Contract Sum or, if the unpaid balance of the Contract Sum is inadequate, to demand reimbursement of amounts previously paid to Contractor;

11.2.3 To terminate this Agreement and take possession of, for the purpose of completing the Work or any part of it, all materials, equipment, scaffolds, tools, appliances, and other items belonging to or possessed by Contractor, all of which Contractor hereby transfers and assigns to Owner for such purpose, and to employ any person or persons to complete the Work, including Contractor's employees, and Contractor will not be entitled to receive any further payment until the Work is completed; and/or,

11.2.4 All other remedies that Owner may have at law or in equity or otherwise under the Contract Documents.

11.3 TERMINATION OF AGREEMENT. Termination of this Agreement will be without prejudice to Owner's rights and remedies, including without limitation its right to be indemnified by Contractor.

11.4 PAYMENTS DUE CONTRACTOR. If the unpaid balance of the Contract Sum exceeds the cost of finishing the Project, including any costs, expenses or damages incurred by Owner as a result of the default, including attorneys' and consultants' fees and the administrative expense of Owner's staff, such excess will be paid to Contractor. If such costs exceed the unpaid balance, Contractor will pay the difference to Owner. The obligations under this Paragraph will survive termination of this Agreement.

12. DEFAULT OF THE OWNER.

12.1 EVENTS OF DEFAULT. The following constitutes the exclusive events of default of Owner:



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12.1.1 Failure of Owner to perform any of its obligations under the Contract Documents and to correct such failure within 30 days after receipt of written notice thereof from Contractor specifying the default and the necessary corrective action.

12.1.2 Failure of Owner to pay Contractor as payment becomes due under this Contract.

12.2 CONTRACTOR'S REMEDY.

12.2.1 Contractor's sole and exclusive remedy for default by Owner, other than the failure of Owner to pay Contractor, is to bring a suit for damages in the Common Pleas Court for the county in which the Project is located. Contractor's right to exercise that remedy is subject to its giving the required notices to Owner and following any other procedures required by the Contract Documents.

12.2.2 If Owner fails to pay Contractor as payment becomes due, Contractor may, upon 15 days written Notice, stop the Work until payment of the amount owing has been received. An adjustment to the Contract Sum will be made as if the Work had been suspended for the convenience of Owner under Paragraph 13.1.

13. SUSPENSION OR TERMINATION FOR THE CONVENIENCE OF OWNER.

13.1 SUSPENSION FOR THE CONVENIENCE OF OWNER.

13.1.1 Owner may, without cause, order Contractor to suspend, delay, or interrupt the Work in whole or in part for such period of time as Owner may determine.

13.1.2 An adjustment will be made for increases in the cost of performance of the Work, including profit and overhead on the increased cost of performance, caused by the suspension, delay or interruption, provided that the total cost of profit and overhead shall not exceed 10% of the amount of the increased cost not attributable to profit or overhead. No adjustment will be made to the extent that:

(a) performance is, was or would have been so suspended, delayed or interrupted by another cause for which Contractor is responsible; or

(b) an equitable adjustment is made or denied under another provision of this Agreement.

13.2 TERMINATION FOR CONVENIENCE OF OWNER.

13.2.1 Owner may, in its discretion and without cause, by written notice to Contractor terminate this Agreement for Owner's convenience.

13.2.2 Upon receipt of a written notice from Owner terminating this Agreement without cause and for Owner's convenience, Contractor will (i) immediately cease performing the Work, unless otherwise directed by Owner, in which case Contractor will take the action directed by Owner, (ii) take all reasonable and necessary action to protect and preserve the Work, and (iii) unless otherwise directed by Owner, terminate all agreements with Subcontractors and suppliers.

13.2.3 If this Agreement is terminated without cause and for Owner's convenience and there exists no event of Contractor's default, as defined in this Agreement, Owner will pay Contractor (i) for Work performed under this Agreement up to the date the notice of termination is received by Contractor at the rates for Work performed under this Agreement, including overhead and profit up to the date of termination, (ii) for Work performed at the direction of Owner on and after the date on which the notice of termination is received by Contractor, as determined by the procedures applicable to Change Orders, (iii)

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for Work necessary to protect and preserve the Work, as determined by the procedures applicable to Change Orders, (iv) the reasonable and necessary costs of terminating Contractor's agreements with Subcontractors and suppliers, and (v) other costs incurred by Contractor directly as a result of the termination of this Agreement.

13.2.4 If this Agreement is terminated without cause for Owner's convenience and there exists an event of Contractor's default, as defined in this Agreement, Contractor will be entitled to receive only such sums as it would be entitled to receive following the occurrence of an event of default under this Agreement.

13.2.5 The termination of this Agreement will be without prejudice to any rights or remedies that exist at the time of termination.

14. INSURANCE AND INDEMNIFICATION.

14.1 Contractor shall maintain the following insurance coverage:

1. (1) Commercial general liability insurance in the amount of \$1,000,000 aggregate, covering personal injury, bodily injury, and property damage.
2. (2) Worker's Compensation – as required by Ohio law.
3. (3) Employer's Liability Insurance -- \$1,000,000
4. (4) Automobile Liability Insurance -- \$1,000,000 per person and accident, including bodily injury and property damage
5. (5) Insurance coverages must include: (a) independent contractors protected; (b) products and completed operations for two years after issuance of the final certificate of payment; (c) premises with operations including explosions, collapse, and underground; and (d) contractual liability.

15.2 Insurance furnished by Owner, if any, is not intended to and shall not cover equipment and materials before they are physically incorporated into the Work or tools. Contractor bears the entire risk of loss with respect to tools, equipment, and materials.

15.3 Owner and Contractor waive all rights against each other and against Subcontractors, Sub-subcontractors, consultants, agents and employees of the other for damages, but only to the extent covered by property insurance during construction, except such rights as they may have to the proceeds of such insurance.

15.4 To the maximum extent permitted by law, Contractor shall indemnify and hold harmless Owner and Owner's consultants, agents, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' and consultants' fees, arising out of or related to the performance of the Work, including but not limited to the failure of Contractor to perform its obligations under the Contract Documents, any claims for bodily injury, sickness, disease, or death or to injury to or destruction of or loss of use of real or personal property, claims for additional storage and handling charges, liens against funds, claims related to the alleged failure of Contractor to perform in accordance with the Contract Documents, and/or claims related to the removal, handling, or use of any hazardous materials.

16. **WARRANTIES.** In addition to any other warranties, guarantees, or obligations set forth in the Contract Documents or applicable as a matter of law and not in limitation of the terms of the Contract Documents, Contractor warrants and guarantees that:

1. (a) Owner will have good title to the Work and all materials and equipment incorporated into the work will be new;
2. (b) The Work and all materials and equipment incorporated into the Work will be free from all defects, including any defects in workmanship or materials;



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3. (c) The Work and all equipment incorporated into the Work will be fit for the purpose for which intended;
4. (d) The Work and all materials and equipment incorporated into the Work will be merchantable; and,
5. (e) The Work and all materials and equipment incorporated into the Work will conform in all respects to the Contract Documents.

Upon notice of the breach of any of the foregoing warranties or guarantees or any other warranties or guarantees under the Contract Documents, Contractor, in addition to any other requirements in the Contract Documents, will commence to correct such breach and all damage resulting therefrom within two (2) business days after written notice thereof, thereafter shall use its best efforts to correct such breach and damage to the satisfaction of Owner and, except when an extension of time is granted in writing by Owner, correct such breach and damage to the satisfaction of Owner within 30 days of such notice; provided that if such notice is given after final payment hereunder, such 48-hour period will be extended to seven (7) days. If Contractor fails to commence to correct such breach and damage, or to correct such breach and damage as provided above, Owner, upon written notice to Contractor and without prejudice to any of its other rights or remedies, may correct the deficiencies. Contractor upon written notice from Owner will pay Owner, within ten (10) days after the date of such notice, all of Owner's costs and expenses incurred in connection with or related to such correction and/or breach, including without limitation Owner's administrative, legal, and consulting expenses. The foregoing warranties and obligations of Contractor will survive the final payment and/or termination of this Agreement. If Contractor fails to pay Owner any amounts due under this Paragraph 15, Contractor shall pay Owner, in addition to the amounts due, a late payment fee of 1.5% per month for each month or part thereof that the payments are not paid when due.

17. GENERAL.

17.1 MODIFICATION. 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, which in the case of Owner requires the signature of the Board President, Superintendent or Treasurer acting under the authority of a specific resolution of 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. 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 Paragraph.

17.2 ASSIGNMENT. Contractor may not assign this Agreement without the written consent of Owner, which Owner may withhold in its sole discretion.

17.3 THIRD PARTIES. Nothing contained in this Agreement creates a contractual relationship with or a cause of action in favor of a third party against either Owner or Contractor.

17.4 LAW AND JURISDICTION. All questions regarding the validity, intention, or meaning of this Agreement or any modifications of it relating to the rights and obligations of the parties will be construed and resolved under the laws of the State of Ohio. Any suit, which may be brought to enforce any provision of this Agreement or any remedy with respect hereto, shall be brought in the Common Pleas Court for the county in which the Project is located, and each party hereby expressly consents to the jurisdiction of such court.

17.5 STATUTE OF LIMITATIONS. Regardless of any provision to the contrary, the statute of limitations with respect to any defective or non-conforming Work that is not discovered by Owner will not commence until the discovery of such defective or non-conforming Work by Owner.



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17.6 NOTICES. Notices, requests, or demands by either party must be in writing, unless otherwise expressly authorized, and personally served, forwarded by expedited messenger service, sent by facsimile transmission, or be given by registered or certified mail, return receipt requested, postage prepaid, and, in the case of Owner, addressed to the address/FAX number set forth at the beginning of this Agreement marked "Urgent, deliver to the Chief Operating Officer," with a copy to the Treasurer, and, in the case of Contractor, addressed to its address/FAX number set forth at the beginning of this Agreement. Any party may change its address/FAX number by giving notice hereunder. All notices, requests, and demands shall be deemed received upon receipt in the case of personal delivery or delivery by expedited messenger service, including leaving the notice at the address provided herein during normal business hours; upon the expiration of 48 hours from the time of deposit in the United States mail; or, in the case of a notice given by facsimile transmission, upon the expiration of 24 hours after the transmission is sent.

17.7 CONSTRUCTION. The parties acknowledge that each party has reviewed this Agreement and the other Contract Documents and has voluntarily entered into this Agreement. Accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement, the other Contract Documents, or any amendments or exhibits to it or them.

17.8 APPROVALS. Except as expressly provided herein, the approvals and determinations of Owner will be subject to the sole discretion of Owner and will be valid and binding on Contractor, provided only that they be made in good faith, i.e., honestly. If Contractor challenges any such approval or determination, the burden is on Contractor to prove by clear and convincing evidence that it was not made in good faith.

17.9 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.

17.10 COMPLIANCE WITH LAWS AND REGULATIONS. Contractor, at its expense, will comply with all applicable federal, state, and local laws, rules, and regulations applicable to the Work.

17.11 PROJECT SAFETY. Contractor will follow all applicable safety and health regulations during the progress of the Project and will monitor all of its employees and its subcontractors for compliance with such safety and health regulations. In undertaking the responsibilities set forth in this Paragraph, Contractor does not assume any duty or responsibility to the employees of any Subcontractor or supplier, regardless of tier. Owner assumes no responsibility for the development, review, or implementation of the any project safety plan or for Project safety and has no authority to direct the means and methods of Contractor.

17.12 EQUAL OPPORTUNITY. Contractor will not, and it will ensure that its Subcontractors, regardless of tier, do not, discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Such action includes but is not limited to the following: employment, upgrading, demotion, transfer, recruitment or recruiting advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of nondiscrimination. Contractor will ensure that each of its Subcontractors, regardless of tier, states in all solicitations or advertisements for employees placed by them or on their behalf that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.

17.13 USE OF OWNER'S FACILITIES. Contractor will ensure that neither its employees, nor its Subcontractor's or material supplier's employees, regardless of tier, do any of the following without the express prior written consent of Owner:



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1. (a) use Owner's cafeteria, rest rooms, or phones;
2. (b) use or bring any alcoholic beverages, controlled substances, or firearms on any property owned by Owner;
3. (c) use any radios or sound amplification equipment; and
4. (d) initiate or react to any visible or audible actions toward students, teachers, or staff members of Owner. Owner will not tolerate any such actions and any such action observed or made known to Owner shall be dealt with severely.

Contractor will conspicuously post notice of the prohibitions listed in this Paragraph at the Project site in the same location as OSHA notices are required to be posted and will verbally inform all of Contractor's employees, and the employees of Contractor's Subcontractors and material men, regardless of tier, of such prohibitions. The notice should be in a form acceptable to Owner.

17.14 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.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their properly authorized representatives as of the date signed by Owner below.

WEST LIBERTY-ELEMENTARY SCHOOL
DISTRICT BOARD OF EDUCATION

CONTRACTOR:

By: _____

By: _____

(Print)

(Print)

Title: _____

Title: _____



CERTIFICATE OF AVAILABILITY OF FUNDS
(ORC SECTION 5705.41)

The undersigned, Treasurer, of the West Liberty-Salem Local School District, located in West Liberty, Champaign County, Ohio, hereby certifies in connection with the preceding Agreement that the amount required to meet the obligations under the contract, obligation, or expenditure for the services described in the Agreement, has been lawfully appropriated for the purpose, and is in the treasury or in process of collection to the credit of an appropriate fund, free from any outstanding obligation or encumbrance.

Chelsea Baldwin, Treasurer
West Liberty-Salem Local School District

Date: _____



**WEST LIBERTY-SALEM
LOCAL SCHOOL DISTRICT**

Office of the Superintendent, Kraig E. Hissong
7208 US HWY 68 N | WEST LIBERTY, OH 43357
P: 937-465-1075 | F: 937-465-1095 | khissong@wlstigers.org

CONTRACT BOND

(ORC § 153.57)

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned ("Contractor") as principal and _____ as surety, are hereby held and firmly bound unto the West Liberty-Salem Local School District, located in West Liberty, Champaign County, Ohio, (the "Board") as obligee, in the penal sum of Dollars (\$ _____), for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this ____ day of _____, 20__.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that whereas, the above-named principal did on the ____ day of _____, 20__, enter into a contract with the Board for the Baseball Field Project ("Project"), which said contract is made a part of this bond the same as though set forth herein:

Now, if the said Contractor shall well and faithfully do and perform the things agreed by the Contractor to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, material men, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any 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 effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions, or additions in or to the terms of the said contract or in or to the plans or specifications therefore shall in any wise affect the obligations of said surety on its bond, and does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

Signed and sealed this ____ day of _____, 20__.

(PRINCIPAL)

By: _____

Printed Name & Title:

(SURETY)

By: _____

Printed Name & Title:

Surety Address: _____

Surety Tel. Number: _____

Surety Fax Number: _____

SURETY AGENT: _____

Surety Agent Address: _____

Surety Agent Telephone: _____

Surety Agent Fax: _____

Surety Agent Email: _____



Project Specifications

The West Liberty-Salem Baseball Field Project is a Design-Build which is to include the following design components based off specifications of the (1) site field location, (2) field specifications drawing, and (3) dugout detail drawing. The following design components should be included in the bid package and descriptions of the materials, finishes, and design included:

- A. Dugout (2)
 - 1. Masonry block constructed (Split face finish)
 - 2. Metal roof (Color will be selected by Owner)
 - 3. Design per print included
- B. Baseball Field
 - 1. Design per drawing included
 - 2. Drainage system per plan
 - 3. Outfield Turf (Sportsman Mix Natural Grass)
 - 4. Infield Turf (Sportsman Mix or Bermuda Natural Grass)
 - 5. Infield Dirt (Washington Mix - Red)
 - 6. Top Fence Rail Protective Pad: Padding kit shall provide a protective pad for 20'-0" of the top rail of chain-link fencing. Include 3-1/2 inch o.d. x 2 inch o.d. closed cell, weather-resistant, polyethylene shock absorbing type foam, and a red, heat-sealed, polyester reinforced cover with grommets spaced on 6 inch centers, and durable nylon, self-locking type wire ties. Foam section shall be slit longitudinally for installing over top fence rail.
- C. Warning Track
 - 1. The subgrade shall be prepared at a uniform depth of 4 inches below finished grade.
 - 2. Install 8 mil black polyethylene with herbicide.
 - 3. Provide 4" of red crushed brick, or approved warning track granular material.
 - 4. See drawings for limits.
- D. Baseball Bases and Pitching Rubber
 - 1. Provide 3 bases complete with anchors and plugs.
 - 2. 15" x 15" x 3" bases.
 - 3. 8" ground anchor – 1 3/4" square.
 - 4. Mushroom Plug
 - 5. Provide bury-all home plate.
 - 6. Provide pitcher's rubber complete with anchors and plugs.
 - 7. Step-down style pitching rubber.
- E. Chain-Link Fences
 - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for chain-link fences and gates.
 - 2. Chain Link Fence Fabric – Galvanized Steel, Vinyl Coated, Black Fence
- F. Gates – locations per design
 - 1. Hinges: Size and material to suit gate size, non-lift-off type, offset to permit 180-degree gate opening. Provide 1-1/2 pair of hinges for each leaf over 6-foot nominal height.
 - 2. Latch: Forked type or plunger-bar type to permit operation from either side of gate with padlock eye as integral part of latch.
 - 3. Keeper: Provide a keeper for vehicle gates that automatically engages gate leaf and holds it in the open position until manually released.
 - 4. Gate Stops: Provide gate stops for double gates consisting of mushroom-type flush plate with anchors, set in concrete, and designed to engage a center drop rod or plunger bar. Include a locking device and padlock eyes as an integral part of the latch, permitting both gate leaves to be locked with a single padlock.



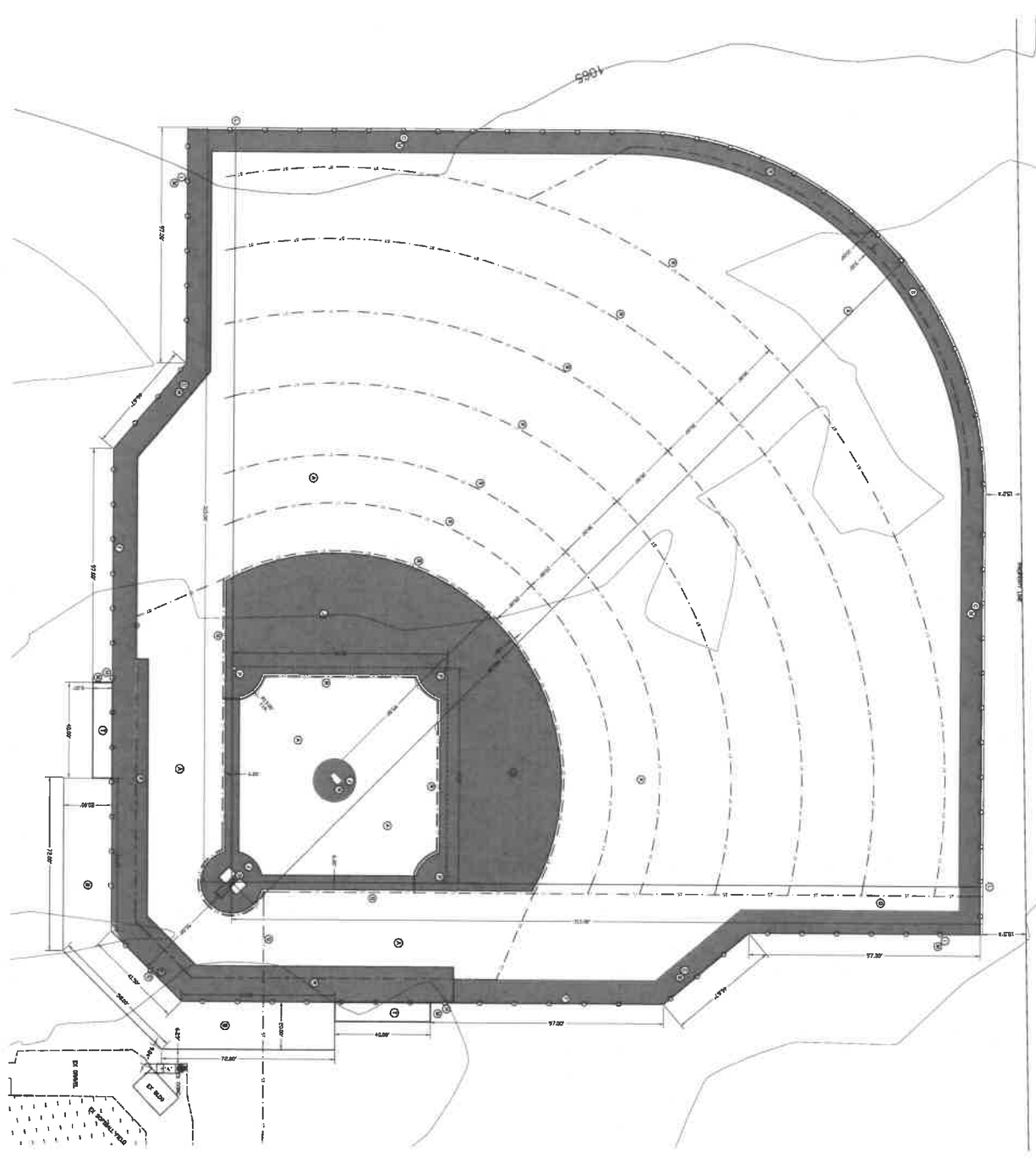
WEST LIBERTY-SALEM

LOCAL SCHOOL DISTRICT

- 5. Fabric – Galvanized Steel, Vinyl Coated, Black
- G. Flagpole – 25' Flag Pole Installed per manufacturer recommendations
- H. Foul Poles
- I. Pitcher's Mound
- J. Bullpen

Alternates:

1. Field Irrigation (100% Coverage of both Infield and Outfield)
2. Synthetic Turf Infield (42 oz.) (2" Fiber with complete base system and drainage per manufacturers recommendation)
3. Masonry Backstop with Netting (See Picture)
4. Masonry Backstop with Netting Softball Field (See Picture)
5. Dugouts (2 Additional Dugouts for Softball Field). They are to have same specifications as baseball dugouts.



REVISIONS

NO.	DATE	DESCRIPTION

PROFESSIONAL STAMP

STATE OF OHIO
 ARCHITECT
 CLARRIDGE
 6-15-1988
 REGISTERED ENGINEER

PREPARED BY:
 Clarridge Engineering, LLC
 4196 U.S. HWY 68 SOUTH WEST LIBERTY, OHIO 43357
 PH. (637) 560-2435

DRAWING NO.: CE - WLS TURF FIELDS
LOCKE: SHS-1 PRELIM

DATE: 6/17/19

SCALE: 1" = 20'

SHEET:

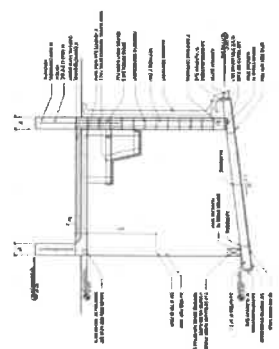
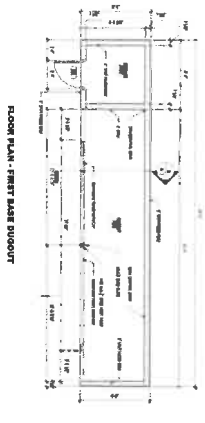
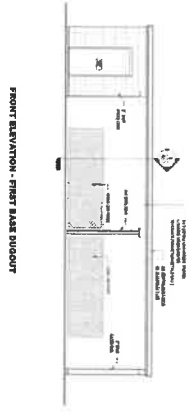
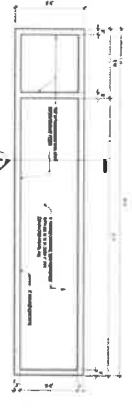
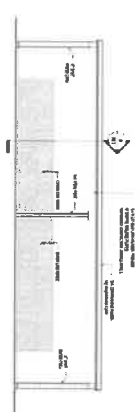
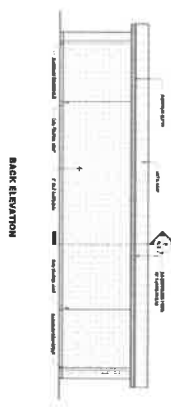
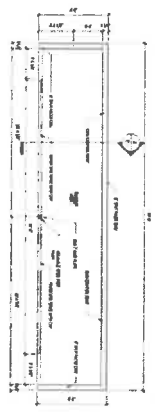
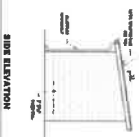
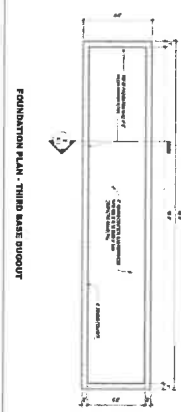
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**WEST LIBERTY-SALEM
 SCHOOL DISTRICT
 PRELIMINARY SITE PLAN**

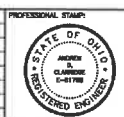
7208 US HWY 68 N
 WEST LIBERTY, OH 43357

SITE PLAN

JOB # GC-M-5



REVISIONS	
NO.	DATE DESCRIPTION

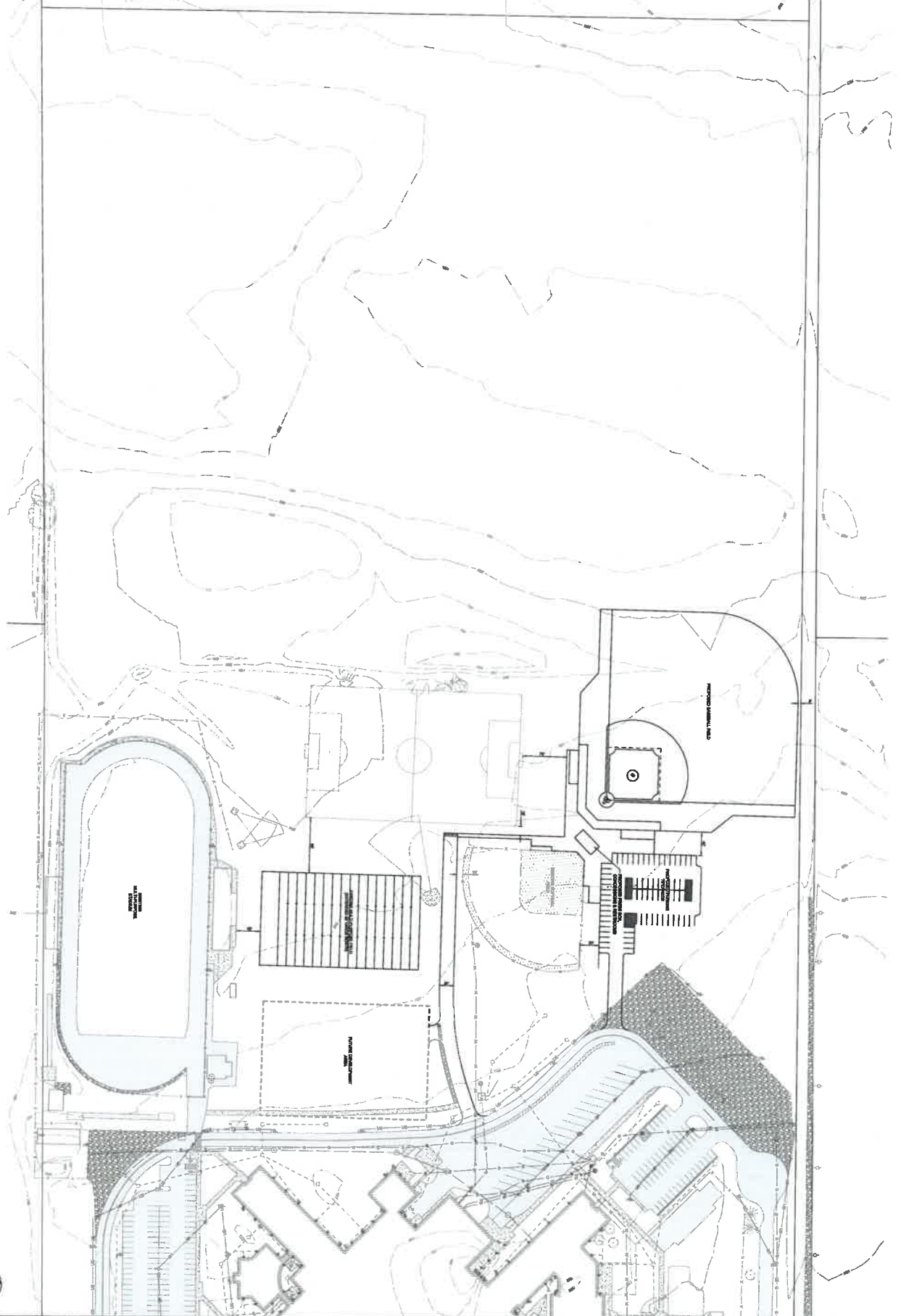


PREPARED BY: **Clarridge Engineering, LLC**
 4198 U.S. HWY 68 SOUTH WEST LIBERTY, OHIO 43357
 PH. (637) 590-2435
 DRAWING NAME: CE - WLS TRIP FIELD.DWG
 LAYOUT: SHE-1 PRELIM
 DRAWN BY: J.L.
 FILE/CABINET:

**WEST LIBERTY-SALEM
 SCHOOL DISTRICT**
 PRELIMINARY SITE PLAN
 2008 US HWY 68 N
 WEST LIBERTY, OH 43357

TITLE: _____
 SCALE: _____
 DATE: 8/17/19
 SHEET: _____
DETAILS

JOB # DC-WLS



1 OF 3

CONCEPT LAYOUT
PHASE 1

DATE: 11/13/2014
SCALE: 1" = 100'

PROJECT: WEST LIBERTY-SALEM LOCAL SCHOOL DISTRICT
LOCATION: WEST LIBERTY, OHIO

DESIGNED BY: THE KLEINGERS GROUP
DRAWN BY: [Name]

CHECKED BY: [Name]

APPROVED BY: [Name]

WEST LIBERTY-SALEM LOCAL SCHOOL DISTRICT

WEST LIBERTY-SALEM LOCAL SCHOOL DISTRICT

WEST LIBERTY-SALEM LOCAL SCHOOL DISTRICT

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WEST LIBERTY-SALEM LOCAL SCHOOL DISTRICT

WEST LIBERTY-SALEM LOCAL SCHOOL DISTRICT
WESTERN CAMPUS WATER PLAN

THE KLEINGERS GROUP
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11111 W. 121st Ave., Suite 100
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Tel: 913.666.1234
www.kleingers.com

SPORT WORKS FIELD SYSTEMS
A Division of The Kleingers Group
11111 W. 121st Ave., Suite 100
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Tel: 913.666.1234
www.sportworks.com



See specific Instructions
in proposal

Book	Administrative Guidelines
Section	6000 Finances
Title	INSTRUCTIONS TO BIDDERS
Code	ag6320C2
Status	Active
Adopted	July 1, 2003
Last Revised	January 15, 2013

6320C2 - INSTRUCTIONS TO BIDDERS

These instructions shall form a part of all bid specifications:

- A. The naming of a given manufacturer and model number is not intended to limit bidding but to establish the level of quality desired for the various items required. Bidders should exercise care in bidding equivalent items. Complete descriptive literature must accompany equivalent bids. Samples will be requested if necessary.
- B. Bid price shall include delivery to the point of use. Where it shall be deemed necessary by school officials, the successful bidder shall be prepared to provide instruction in use and care of equipment delivered in both written form and on a demonstration basis.
- C. Optional accessories necessary for the basic use of equipment shall be included in the base bid. Such accessories not necessary for the basic use but deemed desirable shall be included as an alternative bid with a complete description.
- D. Each group of items or individual item, if classified in this way, shall constitute a separate bid. The Board of Education, however, may accept a combined bid for all items bid by one bidder.
- E. Delivery date is a part of the bid and must be submitted on the bid form at the time of bidding.
- F. Bidders are required to use the bid form attached for base bids. Alternate bids may be attached to the bid form.
- G. All bids shall be exclusive of applicable excise taxes. Exemption forms will be executed when necessary.
- H. All bids shall be submitted in sealed envelopes clearly marked with the words "Bid Opening", the date and time of bid opening, the bid, and the name of the bidder.
- I. In the event of discrepancies between the unit price and extension, the unit price shall prevail.
- J. Manufacturer's written guarantees shall accompany each bid. Bidders may state in writing, additional guarantees which will become a part of the bid and considered in making awards.
- K. Where applicable, service facilities and convenience of service will be considered as part of the bid. When necessary, bidders shall submit evidence of ability to install adequately, service or supply the required items, and that the sale or provision of such items or services is a substantial, regular and continuous part of the bidder's business.
- L. Where applicable, bidders shall certify that all relevant Federal, State, and local laws have been complied with.
- M. Each bid shall be accompanied by either a bond for the full amount of the bid or a cashier's check or letter of credit equal to ten percent (10%) of the total bid.

- N. All necessary insurance certificates shall be supplied only when specifically requested.
- O. No order awarded under these specifications, or any part thereof, shall be sublet or assigned without the written approval of the Board of Education.
- P. The bidder acknowledges that by submitting a bid, the specifications and other instructions are in the bidder's opinion, appropriate and adequate for the intended purpose.

The Board of Education reserves the right to:

- A. reject any or all bids without assigning any reason therefore;
- B. be the sole judge of equivalency;
- C. waive any defect or flaw where such waiver does not prejudice the rights of the public or other bidders.

Revised 8/14/06

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R.C. 2909.33