

INSTRUCTIONS TO BIDDERS

Owner: Board of Education of the Wayne Local School District

Project Title: Stadium Field Turf & Track Replacement Project

Issue Date: December 18, 2025

Bid Due Date: January 2, 2026 at NOON.

Project Location: 735 Dayton Road, Waynesville, OH 45068

The Board of Education of the Wayne Local School District is seeking sealed bids from qualified contractors for furnishing all labor, materials, and equipment necessary to complete the Stadium Field Turf & Track Replacement Project (the “Project”) as specified further herein. To be considered, bids must be submitted in accordance with these Instructions to Bidders. The Owner reserves the right to consider invalid any bids not prepared and submitted in accordance with the provisions contained herein.

1. General Information

.1 Communications and submissions shall be directed to the Owner’s Liaison:

Ryan Fullenkamp, Director of Operations
rfullenkamp@waynelocal.net

2. Scope of Work

The scope of work includes, but is not limited to, the following tasks:

1. Turf Replacement:
 - a. Demolition
 - i. Replace existing turf field and add field events
 - ii. Remove and haul off existing turf
 - b. Inspect drainage
 - c. Excavate for pole vault
 - i. Remove excess stone
 - ii. Pour pole vault runway and pad
 - iii. Replace nailer as needed around inside curb and install nailer around new concrete
 - iv. Smooth drumroll and laser grade existing stone base
 - d. Install new flagpole in D Zone
 - i. Includes running electric to play clocks and flagpole
 - e. Install synthetic turf, include the following:
 - i. Colored turf endzones with ”SPARTANS” lettering
 - ii. Centerfield logo

- iii. Football, Soccer, and Lacrosse lines and numbers
 - f. Turf specifications (50 oz dual fiber with thatch)
 - i. Pile height: 2"
 - ii. Face weight: 50 oz/sqyd
 - iii. Total fabric weight: 77 oz/sqyd
 - iv. Tuft bind: >10 lbs
 - v. Water permeability: >30 in/hr
 - vi. Fiber thickness: 9.4 mils
 - g. Pre-approved product: Sporturf Gamechanger T50
 - h. Install infill and groom field
2. Track Resurface
- a. Remove debris from existing track
 - b. Apply new track surface base
 - c. Apply new track surfacing (black)
 - d. Apply new track striping
 - e. Track specifications (Track color: black)
 - i. Force reduction: 35-50%
 - ii. Vertical Deformation: 0.6-2.5mm
 - iii. Tensile strength: >N/mm²
 - iv. Max slope: 1%
 - v. 3-part system:
 - 1. Polyurethane primer
 - 2. Polyurethane coating
 - 3. EPDM rubber
 - f. Pre-approved products:
 - i. S081 Primer
 - ii. S154.22 Flow Coat
 - iii. S154 B Flow Coat

The estimated cost of the work is **\$1,000,000.**

3. The following materials have been distributed with these Instructions to Bidders, all of which are considered Contract Documents:

- 3.1. These Instructions to Bidders, with Attachments
 - 3.1.1. Bid Form
 - 3.1.2. Non-Collusion Affidavit
 - 3.1.3. Delinquent Personal Property Tax Affidavit
 - 3.1.4. Sales and Use Tax Construction Contract Exemption Certificate
 - 3.1.5. Contract Payment and Performance Bonds
 - 3.1.6. Form of Agreement

4. Bidder's Examination and Representation

- .1 Before submitting a bid, each bidder should carefully examine the documents (including any previous documents) for the building and the construction site and

inform itself of the limitations and conditions related to the Work covered by its bid, and shall include in the bid a sum to cover the cost of such items. Contractors will not be given extra payments for conditions that could have been determined by examining the site and documents.

- .2 It is the purpose and intent of the Contract Documents that a fully complete job be accomplished. It shall be each bidder's responsibility to include costs necessary to provide labor and materials for that portion of the Work bid upon, including incidentals.
- .3 Each bidder, by making its bid, represents that it has read and understands the bidding documents.
- .4 Each bidder, by making its bid, represents that it has visited the site and, if not, has otherwise familiarized itself with the local conditions under which the Work is to be performed.
- .5 Each bid shall reflect the materials, systems, and equipment requested herein.

5. Qualifications of Bidders

- .1 At the time of the bid, and in addition to the other requirements of these Instructions to Bidders, the Bidder shall submit the following information:
 - a. Overall experience of the Bidder, including the number of years in business under present and former business names;
 - b. Current Ohio Workers' Compensation Certificate;
 - j. If the Bidder is a foreign corporation, i.e., not incorporated under the laws of Ohio, a Certificate of Good Standing from the Secretary of State showing the right of the Bidder to do business in the State; or, if the Bidder is a person or partnership, the Bidder has filed with the Secretary of State a Power of Attorney designating the Secretary of State as the Bidder's agent for the purpose of accepting service of summons in any action brought under Section 153.05, ORC, or under Sections 4123.01 to 4123.94, inclusive, ORC.
- .2 The Owner shall have the right to take such steps as he deems necessary to determine the ability of the bidder to perform the Work, and the bidder shall furnish the Owner such data for this purpose as the Owner may request as part of its responsibility investigation.

6. Clarification of Bidders' Questions

- .1 Questions for this project shall be directed to the person identified in the general information section above.
- .2 Each bidder is responsible for calling to the attention of the Owner's Liaison ambiguities, inconsistencies, discrepancies, errors, or omissions which occur in the Contract Documents for his part of the Work. Failing to request clarification, the bidder will be expected to overcome such conditions without additions to bid Prices.
- .3 Oral interpretation of the meaning of the drawings and specifications shall not in any way alter the obligations of the bidders to provide services as called for in the above documents.
- .4 Where interpretation is required, the Owner's Liaison shall answer questions and requests for information and shall place such answers on the website along with the other bid documents. No questions or requests for information will be answered during the week prior to the bid due date.

7. Approval Before Bidding

- .1 If a Contractor preparing bids for submission on the Work is in doubt as to the acceptability of a manufacturer's material or equipment, under the requirements as set forth in these instructions to bidders, he should require that representatives of the proposed manufacturer or supplier contact the Owner's Liaison and request a ruling on the acceptability of the material or equipment in question. The contact should be made in sufficient time, 10 days before the date scheduled for the closing of bids, so that an addendum can be issued to clarify the situation.
- .2 It is not possible to set the time allowance for every problem; however, it shall be not less than 10 days before bid closing. Each party requesting a ruling under this Article shall be responsible for the proper evaluation of the time involved and shall submit their request in ample time to process it.
- .3 Prior to receipt of bids, the Owner's Liaison will consider proposals for substitution of materials, equipment, and methods only when such proposals are submitted in writing at least 10 days before the date set for receipt of bids, and are accompanied by full and complete technical data and other information required by the Owner's Liaison to evaluate the proposed substitution.
- .4 Each bidder understands that past acceptance of products does not assure acceptance on this Project. Products not specifically specified require requests for approval prior to the bid due date.

8. Addenda

- .1 The Owner reserves the right (through the Owner's Liaison) to issue addenda changing, altering, or supplementing the Contract Documents, prior to the time set for receiving bids.
- .2 A copy of the addenda will be mailed or delivered to each bidder of record and to each prospective bidder requesting a copy. Bidders who request and are sent documents by the Owner's Liaison are considered "Bidders of Record". Copies of addenda will be available for inspection.
- .3 Bidders are responsible for acquiring each issued addendum in time to incorporate it into their proposal.
- .4 In the event delivery of addenda to bidders is delayed, for reasons not the fault of the bidders, the Owner may be requested to allow a reasonable extension of time for the opening of bids, to permit inclusion of such addenda.
- .5 Each bidder shall enumerate in his bid each addendum it has received.
- .6 If an Addendum is issued within 72 hours prior to the published time for the opening of bids (excluding Saturdays, Sundays, and legal holidays), then the time of opening of bids shall be extended one week with no further advertising of bids required.
- .7 If a Bidder fails to indicate receipt of each Addenda through the last Addenda, issued by the Owner's Liaison, on its Bid Proposal Form, the bid of such Bidder will be deemed to be responsive only if:
 - a) The bid received clearly indicates that the bidder received the Addendum, such as where the Addendum added another item to be bid upon, and the bidder submitted a bid on that item; or
 - b) The Addendum involves only a matter of form or is one that has either no effect or has merely a trivial or negligible effect on price, quantity, quality, or delivery of the item bid upon.

9. Alternates

- .1 Omitted

10. Bidding Procedures

- .1 Bids must be made on the forms provided herein, placed in sealed envelopes, and plainly marked on the outside with the project name. Bidders are to use the forms as provided herein for the information requested by such forms. The statutory forms set

forth in Chapter 153 of the Ohio Revised Code shall be used for bid security and/or performance bonds.

- .2 A bid is invalid if it has not been deposited at the designated location prior to the time and date for receipt of bids, or prior to the extension thereof issued to the bidders.
- .3 Telecommunicated bids will not be considered.
- .4 Bids that are not signed by the individuals making them shall have attached thereto a Power of Attorney evidencing authority to sign the bid in the name of the person for whom it is signed. Bids that are signed for a partnership shall be signed by the partners or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the bid a Power of Attorney evidencing authority to sign the bid, executed by the partners. Bids for a corporation shall be signed with the name typed below the signature. A bidder that is a corporation shall sign its bid with the legal name of the corporation, followed by the name of the state of incorporation and the legal signature of an officer authorized to bind the corporation to a contract.
- .5 It is the bidder's responsibility to include in his bid the costs necessary for a completed and finished job for items of Work bid upon.

11. Bid Security

- .1 A bid security in the form of a certified check, cashier's check, or letter of credit pursuant to Chapter 1305 of the Ohio Revised Code in the amount of 10 percent of the total bid shall accompany each bid, or a bid guaranty bond in accordance with Chapter 153.54 of the Ohio Revised Code in the amount of 100 percent of the total bid shall accompany each bid.
- .2 The bid security of bidders, except the 3 selected best qualified in each category, may be returned within 7 days after the opening of bids at the Owner's or Owner's Liaison's option.
- .3 Bid security of the three selected qualified bidders may be held by the Owner, following the bid opening for a maximum of 60 days, unless the Owner and the bidders agree otherwise; except that in the event a qualified bidder has been awarded the Contract and has failed to execute same or furnish a performance bond. Then the bid security of such bidder will be subject to forfeiture, and the next qualified bidder, if tendered the Contract, will be subject to the same provisions as herein before set forth. Should the award fall to the third qualified bidder because of a default of the previous two qualified bidders, the same condition will apply to the third bidder as herein set forth.
- .4 The bid security of the three selected bidders of each Contract category will be returned within 72 hours after the Form of Agreement has been executed.

- .5 In the event that the Owner should decide to reject every bid in connection with a given Contract or Contracts, the bid securities in connection with the Contracts will be returned within 72 hours following such decision.
- .6 Bid security is subject to forfeiture if a bid is withdrawn during the time period bids are to be held.
- .7 The Non-collusion Affidavit provided herein must be properly filled-in, signed, and notarized, and included with the bid.

12. Identification and Submission of Bid Proposal

- .1 Enclose bids in an opaque, sealed envelope with bid security and other requested exhibits. Bids shall be submitted to **625 Dayton Road, Waynesville, Ohio 45068**, by the due date required herein. The envelope shall have clearly marked in indelible material on its face, the following:

Wayne Local Schools
Attn: Ryan Fullenkamp, Director of Operations
Stadium Field Turf & Track Replacement Project
Name of Bidder
Date and time of closing of bids

13. Modification or Withdrawal of Bid Proposal

- .1 A bidder may withdraw a bid prior to the scheduled time for the receipt of bids, without forfeiture of bid security. If a postponement of the time for receiving bids is made, the new time established therein shall be the time within the meaning of this Article.
- .2 Bids may be modified prior to the bid closing Time.
- .3 After the pronouncement of the closing of bids, no Contractor may recall their bid.

14. Opening of Bids

- .1 Sealed bids will be received by the Owner until the due date specified herein and will be publicly opened and read immediately thereafter, and a report thereof made to the Board of Education at their next meeting.
- .2 Bids received prior to the time of opening will be securely kept, unopened. The officer whose duty it is to open them will decide when the specified time has arrived, and no bid received thereafter will be considered.
- .3 No responsibility will be attached to an officer for the premature opening of a bid not properly addressed and identified.

- .4 Every bid received within the time fixed for the receiving of bids will be opened and read aloud, irrespective of irregularities therein. Bidders and other persons properly interested may be present, in person or by a representative.
- .5 The amounts involved in alternatives requested will be read or disclosed as part of the requirements of this Article. Voluntary alternates will not be read.
- .6 The Owner/Owner's Liaison reserves the right to delay the time for the opening of bids when, in their judgment, it is desirable or necessary.
- .7 When requested, bidders will be furnished a transcript of the bids made, as soon as convenient after the bid opening and the tabulation of the results.

15. Disqualification

- .1 The Owner reserves the right to reject each and every bid, reserves the right to reject each and every alternate, to waive informalities, irregularities, and minor defects in bidding, to accept and reject alternatives regardless of their order or sequence, unless otherwise called for on the Bid Proposal Form.
- .2 The right is reserved to reject bids where an investigation of the available evidence or information does not satisfy the Owner that the bidder is deemed sufficiently responsible to properly carry out the terms of the Contract Documents.
- .3 Bonafide bids in a definite stated amount, without special clauses governing price of labor and material increases, shall be the only ones that will be considered. No contract shall be entered into carrying what is commonly known as an "Escalator Clause."
- .4 Bids which contain qualifications or conditions that are contrary to the text or intent of the Contract Documents, and which are inserted in the bid for the purpose of limiting or otherwise qualifying the responsibility of the bidder, outside of the text or intent of the Contract Documents, will be subject to disqualification.
- .5 Failure to submit the requested information with the bid shall be grounds for rejecting the bid.
- .6 The Owner also reserves the right to reject the bid of a bidder who has previously failed to perform properly or to complete Contracts of a similar nature on time, who is not in a position to perform the Contract, or who has habitually, and without just cause neglected the payment of bills or otherwise disregarded his obligations to subcontractors, material suppliers, or employees.
- .7 The ability of the bidder to obtain or qualify for a performance bond or labor and material payment bond shall not be regarded as a sole test of such bidder's competence or responsibility.

- .8 The bidder acknowledges the right of the Owner to reject bids and to waive informalities and irregularities in bids received. In addition, the bidder recognizes the right of the Owner to reject a bid if the bidder fails to furnish the required bid security, to submit the data required by the bidding documents, or if the bid is incomplete or irregular.

16. Determination of the Lowest Responsible Bid

- .1 Subject to the right of the Owner to reject each and every bid, the Owner will award the Contract for the Work to the bidder submitting the lowest responsible bid. In determining if the lowest bid is from a responsible bidder, the Owner may conduct a responsibility investigation to determine the following criteria as it, in its discretion, deems appropriate, and may give such weight thereto as it deems appropriate:
 - a) The bidder's financial ability to complete the Contract successfully without resorting to its Surety;
 - b) The bidder's prior experience with similar work on comparable or more complex projects;
 - c) The bidder's prior history for the successful and timely completion of projects;
 - d) The bidder's equipment and facilities;
 - e) The adequacy, in numbers and experience, of the bidder's workforce to complete the Contract successfully and on time;
 - f) The bidder's prior experience on other projects of the Owner, including the bidder's demonstrated ability to complete its work on these projects in accordance with the Contract Documents and on time;
 - g) The bidder's compliance with federal, state, and local laws, rules, and regulations.
 - h) Depending upon the type of work, other essential factors.
- .2 The failure to submit requested information on a timely basis may result in the determination that the bidder is not responsible.
- .3 Affidavit as to Property Taxes
 - a) The successful bidder will be required to submit, with the bid, an affidavit in the form required by Section 5719.042, Ohio Revised Code, regarding the status of the lowest bidder's property taxes. A copy of the form of the affidavit is included herein.

b) Section 5719-042 of the Ohio Revised Code, effective September 21, 1982, requires the successful bidder(s) to furnish the Project Taxing District with a statement under oath that he or his company has or does not have any delinquent personal property taxes due and payable within the county of the Project, 22.2 (ORC) Sec. 5719.042. After the award by a taxing district of any contract let by competitive bid and prior to the time the contract is entered into, the person making a bid shall submit to the district's fiscal officer a statement affirmed under oath that the person with whom the contract is to be made was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district has territory or that such person was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes and any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the County Treasurer within thirty days of the date it is submitted. A copy of the statement shall also be incorporated into the contract, and no payment shall be made with respect to any contract to which this section applies unless such statement has been so incorporated as a part thereof.

- .4 A Contract shall be considered as awarded when the bidder receives a letter of intent to enter into a Contract from an agent or officer of the Owner authorized to give such notice.
- .5 A Contractor receiving an award will be required to furnish and execute the following within 10 days after the form of the Contract is presented for signature.
 - a. Contract for Construction, to be provided by the Owner.
 - b. Performance Bond and Labor and Material Payment Bond in accordance with RC 153.54.
 - c. Insurance requirements as evidenced by a properly executed Certificate of Insurance.
 - d. Valid Workmen's Compensation Certificate
 - e. Within 10 days after execution of the Contract, the awarding Contractor shall provide a Schedule of Values to the Owner's Liaison for application of progress payment on forms provided by the Owner's Liaison for approval. The prices indicated shall be total erected and installed prices with overhead and profit prorated on each item.

17. Performance Bond and Labor and Material Payment Bond

- .1 To satisfy the bond requirements, the bidders who become the Contractors must have submitted a combination Bid Guaranty and Contract Bond as prescribed in Sections 153.54, 153.57, and 153.571 of the Ohio Revised Code or the following.
- .2 The bidders who become the Contractors, who submitted as a Bid Security, a certified check, cashier's check, or letter of credit, shall be required to provide a Performance Bond and Labor and Materials Payment Bond, covering the faithful performance of the contract and the payment of obligations arising thereunder in a penal sum equal to 100 percent of the amount of the contract sum. Said bonds shall remain in effect for 12 months after the date established as the start of the year guarantee period. Premiums shall be included and paid for by the Contractor.
 - a) The bidder shall deliver the required bonds to the Owner not later than the date of execution of the Contract.
- .3 The bond must be issued by a surety company authorized by the Ohio Department of Insurance to transact business in the State of Ohio. The bond must be issued by a surety capable of demonstrating a record of competent underwriting, efficient management, adequate reserves, and sound investments.
- .4 Bonds shall be signed by an authorized agent of an acceptable Surety Bonding Company and by the bidder. (Affix Corporate Seals to each copy.)
- .5 Surety Bonding Company bonds shall be supported by credentials showing the Power of Attorney of the agent, a certificate showing the legal right of the bonding Company to do business in the State of Ohio, and a financial statement of the Surety.
- .6 The Bid Guaranty, as applicable, shall be in the name of or payable to the order of the Owner.
- .7 The name and address of the Surety and the name and address of the Surety's Agent should be typed or printed on each bond.

18. Execution of the Contract

- .1 Subsequent to the award, and within 10 days after the prescribed Form of Agreement is presented for his signature, the Awardee shall execute and deliver it to the Owner, in such number of counterparts as the Owner may require.
- .2 The failure of the Awardee to execute the Contract and to supply the required bonds when the Agreement is presented for signature, or within such extended period as the Owner may grant, based upon reasons determined adequate by the Owner, shall constitute a default; and the Owner may either award the Contract to the next responsible bidder or readvertise for bids. In the event of a default, the Owner shall

have the right to declare the amount of the bid security forfeited. It shall be a further condition that the Owner shall not collect more on a defaulted bid than the difference between the defaulted bid amount and the bid of the firm to which the award is made, after giving due weight and consideration to alternatives accepted.

- .3 In the event the bidder withdraws the bid or fails to execute a satisfactory Contract and furnish a satisfactory Contract Performance Bond and Labor and Material Payment Bond with a surety company in accordance with these Instructions To Bidders within 5 days after a contract has been awarded to such a bidder by the Owner, said Owner may declare such certified or cashier's check or bid bond forfeited to the Owner for extra costs incurred by reason of delay of the project and obtaining acceptable prices from another bidder.

19. Time of Commencement and Completion

- .1 The Contractor shall commence Work within 5 days after the effective date of the Contract, or when notified in writing to proceed, and shall complete the Work within the time limitations established in the Contract.

20. Public Records

- .1 Interested firms should be advised that the Owner is subject to Ohio's public records laws. The Owner cannot guarantee the confidentiality of statements, financial records, or business records that are submitted by a firm to the Owner. The Owner may be required to make such records publicly available. The law does provide for certain exemptions from disclosure requirements, including an exemption for confidential proprietary information and for bid submissions prior to acceptance. While this exemption may not always include a firm's financial and business records, we ask that you clearly stamp "Confidential and Proprietary Information" upon each page of each financial and/or business record that you believe to be confidential information. Such a stamp does not guarantee that your documents will be exempt from disclosure requirements, but it will assist the Owner in responding to any public records requests.

21. Tax Exempt

- .1 The Owner is a political subdivision of the State of Ohio. Building materials that the successful bidder purchases for incorporation into the Project will be exempt from state sales and use taxes if the successful bidder provides a properly completed sales tax exemption certificate, executed by the successful bidder and the Owner, to the vendors or suppliers when the materials are acquired. The Owner will execute properly completed certificates on request.

22. Contract Durations

- .1 Each bidder and their proposed subcontractors shall have the ability to meet the Project Schedule. The final construction schedule will be issued by the Contractor. Established target dates, either material delivery or work completion, are to be met, and the manpower and material required to meet these dates are to be included in the Contractor's bid. This schedule will be further refined with the Contractor's input after the Contract is awarded.

23. Prevailing Wages

- .1 Prevailing wages are not required for this Project.

END OF INSTRUCTIONS

**STADIUM FIELD TURF & TRACK REPLACEMENT PROJECT
BID SUBMISSION FORM**

Contractor Name: _____

Owner Name: Wayne Local School District Board of Education

Contractor Address: _____

Contact Person Name: _____

Contact Person Phone: _____

Contact Person Email: _____

Addenda Received: _____

BASE BID:

Turf Replacement: _____ DOLLARS (\$ _____)

Track Replacement _____ DOLLARS (\$ _____)

ALLOWANCES:

Include an allowance of **\$25,000** in the above Base Bid submitted Price. This allowance will be used for unseen conditions and/or Owner requests not part of the project Documents. This allowance shall be broken out separately on Pay applications submitted by the awarded contractor. Final approval on use of this contingency will be made by the Owner or Architect and supporting backup documentation will be required identifying line-item pricing for all contingency usage. All un-Used contingencies will be turned over to the Owner at the end of the project via Deduct Change order.

GRAND TOTAL: _____ DOLLARS (\$ _____)

Anticipated Project Start Date _____ May 6, 2026

Anticipated Completion Date _____ July 1, 2026

By signing below, the bidder acknowledges that it is a competent firm capable of providing the work requested, is properly licensed for providing the work specified, has read this ITB, understands it, and agrees to the terms and conditions. Bidder hereby agrees to furnish item(s) at the price proposed, pursuant to all requirements and specifications contained in this document, upon receipt of notification of award. Bidder further agrees that the language of this document

DELINQUENT PERSONAL PROPERTY TAX AFFIDAVIT

STATE OF OHIO)
) ss.
COUNTY OF WARREN)

I, _____, having affirmed under oath that at the time of bid for **Stadium Field Turf & Track Replacement Project** to be opened _____, 2025 was submitted on _____, 2025, delinquent personal property taxes in the amount of \$_____ (Dollars) were due and unpaid to the County of Warren, Ohio, including interest in the amount of \$_____ (Dollars) and penalties in the amount of \$_____ (Dollars). This document, when given to the County Auditor, shall satisfy the requirements of ORC 5719.042.

(Name of Individual Company)

(Taxes Filed Under the Name of)

(Signature)

(Complete Address)

(Telephone)

STATE OF OHIO

COUNTY OF WARREN

Before me, a Notary Public of the State of Ohio, personally came _____,
 ____ (title) _____, of _____ (name of company) _____, bidder herein, who said that he/she testifies
 that the above information is a true and accurate statement. In Testimony Whereof, I have
 hereunto subscribed my name and affixed my official seal on this _____ day of
 _____, 2025. An oath was administered.

Notary Public (or Clerk or Judge)

My commission expires _____

**Sales and Use Tax
Construction Contract Exemption Certificate**

Owner: Board of Education of the Wayne Local School District

Exact location of job/project: 735 Dayton Road, Waynesville, OH 45068

Name of job/project as it appears on contract documentation: Stadium Field Turf & Track Replacement Project

The undersigned hereby certifies that the tangible personal property purchased under this exemption certificate is purchased exempt of the tax for incorporation into:

<input type="checkbox"/>	A building used exclusively for charitable purposes by a nonprofit organization operated exclusively for charitable purposes as defined in Ohio Revised Code (R.C.) section 5739.02(B)(12);	<input type="checkbox"/>	Real property that is owned, or will be accepted for ownership at the time of completion, by the United States government, its agencies, the state of Ohio or an Ohio political subdivision;
<input type="checkbox"/>	A horticulture structure or livestock structure for a person engaged in the business of horticulture or producing livestock;	<input type="checkbox"/>	Real property under a construction contract with the United States government, its agencies, the state of Ohio, or an Ohio political subdivision;
<input type="checkbox"/>	The original construction of a sports facility under R.C. section 307.69	<input type="checkbox"/>	A building under a construction contract with an organization exempt from taxation under section 501(c)(3) of the Internal Revenue Code of 1986 when the building is to be used exclusively for the organization's exempt purposes;
<input type="checkbox"/>	A hospital facility entitled to exemption under R.C. section 140.08;		
<input type="checkbox"/>	A computer data center entitled to exemption under R.C. 122.175; _____% exempt per OH Dept. of Development	<input type="checkbox"/>	A house of public worship or religious education;
<input type="checkbox"/>	A megaproject entitled to exemption as described in R.C. 5739.02(B)(13).	<input type="checkbox"/>	Building and construction materials and services sold for incorporation into real property comprising a convention center that qualifies for property tax exemption under R.C. 5709.084 (until one calendar year after the construction is completed).
<input type="checkbox"/>	Real property outside this state if such materials and services, when sold to a construction contractor in the state in which the real property is located for incorporation into real property in that state, would be exempt from a tax on sales levied by that state;		

The original of this certificate must be signed by the owner/contractee and/or government official and must be retained by the prime contractor. Copies must be maintained by the owner/contractee and all subcontractors. When copies are issued to suppliers when purchasing materials, each copy must be signed by the contractor or subcontractor making the purchase.

Prime Contractor

Owner/Contractee

Signed
Date

Signed
Date

Name and Title

Name and Title

Street address

Street address

City, state, ZIP code

City, state, ZIP code

Subcontractor

Signed

Date

Street Address

_____, City, state, ZIP code
Name and Title

CONTRACT FOR CONSTRUCTION

This Contract for Construction, hereinafter "Contract," is made between the **BOARD OF EDUCATION OF THE WAYNE LOCAL SCHOOL DISTRICT**, (hereinafter "Owner,"), and _____ (hereinafter "Contractor").

Section I Description of Work

Contractor shall perform the following described work, in accordance with the Contract documents: providing labor, equipment, and materials for the **Stadium Field Turf & Track Replacement Project**, in accordance with the contract documents. (Hereinafter referred to as the "Work")

Section II Contract Payment to Contractor

Owner agrees to pay Contractor for the work described in the Contract the sum of One _____ Dollars (\$_____) for the Work, as the sum total of the pricing provided by Contractor, incorporated herein as part of the Contract Documents. Payment of this amount is subject to additions or deductions in accordance with this Contract, and the other documents to which this Contract is subject. Payment on the total Contract sum is to be made upon completion of the Contracted work by the Contractor.

Section III Certificate of Completion and Final Payment

Contractor shall notify Owner in writing when the work is completed. Within thirty (30) days after receipt of such notice, the Representative shall inspect the work and, if the work is satisfactory, shall issue a final certificate stating that the work has been accepted as fully performed under the terms of the Contract and that payment of the entire balance of the Contract price is due to the Contractor. Owner shall make the final payment within thirty (30) days after the issuance of such a certificate, subject to the condition that final payment shall not be due until Contractor has delivered to Owner a complete release of all liens arising out of this Contract, or receipts in full covering all labor, materials and equipment for which a lien could be filed, or in the alternative a bond satisfactory to the Owner indemnifying Owner against such liens.

Final payment by Owner shall not constitute a waiver of any claim Owner may have against the Contractor for:

- (a) Faulty work appearing after the certificate of completion has been granted;
- (b) Work that does not comply with the Contract documents;

(c) Outstanding claims of lien; or

(d) Failure of the Contractor to comply with any special guarantees required by the Contract documents.

Contractor, by accepting final payment, waives all claims except those which it has previously made in writing, and which remain unsettled at the time of acceptance.

Section IV Starting and Completion Dates

Construction under this Contract shall be completed by _____ 2026, or upon such time as extended by the Owner, in writing.

Section V Contract Documents

The Contract documents on which the Agreement between the Owner and Contractor is based, are as follows:

- (a) This Contract for Construction
- (b) The specifications, plans, and drawings issued by the Owner or Contractor, if any.
- (c) Contractor's Bid form and/or proposal submissions except to the extent that the same conflicts with any provision contained herein. Contractor's Proposal Terms and Conditions are not incorporated herein and are excluded from this Agreement and/or the Contract documents and have no binding force or effect.
- (d) Work change orders issued, or to be issued.
- (e) Contractor's performance bond.
- (f) The Scope of Work Submitted by Contractor.

All of which are incorporated herein by reference as if fully restated.

The Contractor, by executing this Agreement, represents that it has inspected and is familiar with the work site and the local conditions under which the work is to be performed.

The Contract documents together form the entire Contract for the work described in this Agreement. The parties intend that the documents include provisions for all labor, materials, equipment, supplies, and other items necessary for the execution and completion of the work, and all terms and conditions of payment. The documents also include all work and procedures not specifically mentioned, which are necessary for the proper execution of this project.

If at any time any one of the above documents is declared invalid or illegal, in whole or

in part, it shall be severed from the whole, and its invalidity or illegality shall not affect the validity or legality of the other documents. If any portion of this document is declared invalid or illegal, it shall be severed from this Contract for Construction, and it shall not affect the validity or legality of the Contract for Construction. If there is any conflict between any of the above-referenced documents in relation to the Work, including but not limited to, materials, labor, or equipment, the interpretation that provides the greater value and/or benefit to the Owner shall govern.

The Contract documents supersede any prior oral or written representations, proposals, agreements, or understandings between the parties regarding the subject matter of the Contract Documents, except as set forth herein.

Modifications, amendments, or alterations of this document, and all other documents listed herein, may only be made in writing and must be signed by both parties.

Section VI

Duties and Rights of Owner

(a) Owner shall give all instructions to the Contractor, shall furnish all necessary surveys for the work, and shall secure and pay for easements for permanent changes in existing structures or facilities on the work site, or which are necessary for proper completion of the work.

(b) Owner reserves the right to enter into other Contracts in connection with the project. The Contractor shall cooperate with all other Contractors so that their work shall not be impeded by its construction, and shall give them access to the work site as is necessary to perform their Contracts.

(c) **Designation of Liaison.** The Owner may designate a staff member or other person to serve as a liaison between the Owner and the Contractor.

(d) **Inspections, Opinions, and Progress Reports.** The Owner, through its designated liaison, will stay familiar with the progress and quality of the work by making regular visits to the work site and will make general determinations as to whether the work is proceeding in accordance with the Contract. The Owner is not responsible for the means of construction, or for the sequences, methods, and procedures used, or for the Contractor's failure to perform the work in accordance with the Contract documents.

(e) **Access to the Work Site for Inspections.** The Owner shall be given free access to the work site at all times during its preparation and progress. However, the Owner is not required to make exhaustive or continuous on-site inspections to perform the duties of checking and reporting on work progress.

(f) **Rejection and Stoppage of Work.** The Owner is authorized to reject work which in its opinion does not conform to the Contract documents and to stop the work or a portion of it, when necessary.

Section VII

Duties and Rights of Contractor

Contractor's duties and rights in connection with the project are as follows:

(a) **Responsibility for and Supervision of the Project.** Contractor shall be solely responsible for all work being performed under this Contract, including the techniques, sequences, procedures, and means, and for the coordination of all work. Contractor shall supervise and direct the work to the best of its ability, and give the work all attention necessary for such proper supervision and direction. All work shall be performed in a reasonable and workmanlike manner using due care to ensure that all work is performed in a reasonably safe manner. Contractor shall meet as needed with the Owner to discuss progress, problems, or concerns with the Project.

(b) **Discipline and Employment.** Contractor shall maintain at all times strict discipline among its employees, and agrees not to employ for work on the project any person unfit or without sufficient skill to perform the job for which that person was employed.

(c) **Furnishing of Labor, Materials, Equipment, and Services.** Contractor shall provide and pay for all labor, materials, and equipment, including tools, construction equipment, and machinery, utilities, including water, transportation, and all other facilities and services necessary for the proper completion of work on the project in accordance with the Contract documents.

(d) **Payment of Taxes; Procurement of Licenses and Permits.** Contractor shall pay all taxes required by law in connection with work on the project in accordance with this Contract, including sales, use, and similar taxes, and shall secure and pay the fees for all licenses and permits necessary for proper completion of the work.

(e) **Compliance with Construction Laws and Regulations.** Contractor shall comply with all applicable laws and ordinances, and the rules, regulations, or orders of all public authorities relating to the performance of the work. If any of the Contract documents are at variance with any of such requirements, the Contractor shall notify the Owner promptly on discovery of the variance.

(f) **Responsibility for Negligence of Employees and Subcontractors.** Contractor agrees to assume full responsibility for acts, negligence, or omissions of all of its employees on the project, for those of its subcontractors and their employees, and for those of all other persons doing work under a Contract with it.

(g) **Warranty of Fitness of Equipment and Materials.** Contractor represents and warrants to the Owner that all equipment and materials used in the work, and made a part of the structures, or placed permanently in connection with the work, will be new unless otherwise specified in the Contract documents, of good quality, free of defects, and in conformity with the Contract documents. It is understood between the parties that all equipment and materials not in

conformity are defective.

(h) **Samples and Shop Drawings.** Contractor agrees to furnish all samples and shop drawings for the Owner's consideration and approval as to conformance with the Contract documents and the concepts of design called for by the documents.

(i) **Clean-up.** Contractor agrees to keep the work premises and adjoining ways free of waste material and rubbish caused by its work or that of its subcontractors. The Contractor further agrees to remove all waste material and rubbish on termination of the project, together with all its tools, equipment, machinery and surplus materials. The Contractor agrees, on terminating its work at the site, to conduct general clean-up operations, including the cleaning of all glass surfaces, paved streets and walks, steps, and interior floors and walls.

(j) **Indemnity and Hold Harmless Agreement.** Contractor agrees to indemnify and hold harmless the Owner, its agents, representatives, and employees, on a primary and noncontributory basis, from and against all claims, damages, losses, and expenses, including reasonable attorneys' fees in case it shall be necessary to file an action, arising out of the performance of the work, which are (1) for bodily injury, illness, or death, or for property damage, including loss of use, and (2) caused in whole or in part by the Contractor's negligent act or omission, or that of a subcontractor, or that of anyone employed by them or for whose acts the Contractor or subcontractor may be liable.

(k) **Payment of Royalties and License Fees; Hold Harmless Agreement.** Contractor agrees to pay all royalties and license fees necessary for the work, and to defend all actions and settle all claims for infringement of copyright or patent rights, and to save the Owner harmless in such actions or claims.

(l) **Safety Precautions and Programs.** Contractor has the duty of providing for and overseeing all safety orders, precautions, and programs necessary for the reasonable safety of the work. In this connection, it shall take reasonable precautions for the safety of all work employees and other persons whom the work might effect, all work and materials incorporated in the project, and all property and improvements on the construction site and adjacent to it, complying with all applicable laws, ordinances, rules, regulations, and orders.

Section VIII

Time of Essence; Extension of Time

All times stated in this Agreement or in the Contract documents are of the essence to the Contract.

The Contract times may be extended by a change order from the Owner for such reasonable time as they may determine, when in their opinion, the Contractor is delayed in work progress by changes ordered, labor disputes, fire, prolonged transportation delays, injuries, or other causes beyond the Contractor's control or which justify the delay.

Section IX Subcontracts

Contractor agrees to provide to the Owner, prior to the execution of this Contract, a list of names of subcontractors to whom the Contractor proposes to award the principal portions of the work to be subcontracted. A subcontractor, for the purposes of this Contract, shall be a person with whom the Contractor has a direct Contract for work at the project site. The Contractor agrees not to employ a subcontractor to whose employment the Owner reasonably objects, nor shall the Contractor be required to hire a subcontractor to whose employment the Contractor reasonably objects. All Contracts between the Contractor and subcontractor shall conform to the provisions of the Contract Documents and shall have incorporated in them the relevant provisions of this Contract.

Section X Claims and Disputes

All claims and disputes relating to this Contract shall be referred to the Owner's Architect. After receiving notice of a dispute, the Owner shall issue an opinion within seven (7) days. Within ten (10) days after receipt of that opinion, the parties, by mutual agreement, may ask that this matter be referred to an Informal Mediation. Either party may appeal the decision of the Mediator to the court with subject matter jurisdiction which is located within the county where the Contract is being performed. Any appeal must be filed within thirty (30) days of the date of the decision of the Mediator or within thirty (30) days of a party's refusal to submit the matter to mediation. The laws of the State of Ohio shall govern any issues involving the interpretation and performance of the Contract.

Section XI Insurance and Bond

(a) **Contractor's Liability Insurance.** Contractor agrees to pay for and keep in force during the entire period of construction on the project such liability insurance as will protect it and the Owner from claims, under workers' compensation and other employee benefit laws, for bodily injury and death, and for property damage, that may arise out of work under this Contract, whether directly or indirectly by the Contractor, or directly or indirectly by a subcontractor. Owner shall be named as an additional insured on a primary and noncontributory basis. Proof of such insurance shall be filed by the Contractor as a condition precedent to execution by the Owner. The limits of the following policies shall not be less than the stated limits:

Commercial General Liability:	\$1 million per occurrence/\$2 million aggregate
Auto Liability:	\$1 million per occurrence/\$2 million aggregate
Workers' Compensation:	State of Ohio

(b) **Contractor's Insurer.** The Commercial Insurance Carrier selected by the Contractor for purposes of this Section XIII shall have a minimum of an "Alfred M. Best A-" financial rating or better.

(c) **Property Damage Insurance on Work Site.** Owner agrees to maintain at its expense during construction of the project property damage insurance on the work at the site to its full insurable value, including interests of the Owner, Contractor, and subcontractors, against fire, vandalism, and other perils ordinarily included in extended coverage. Losses under such insurance will be adjusted with and made payable to the Owner as trustee for the parties insured as their interests appear.

(d) **Waiver of Work Site Property Damage Claims to Extent of Insurance Coverage.** Owner and Contractor waive all claims against each other for fire damage or damages from other perils covered by insurance provided in subdivision (b) of this paragraph. The Contractor agrees to obtain waivers of such claims by all subcontractors.

(e) **Performance Bond.** Contractor shall furnish to Owner a performance bond in an amount equal to the Contract Price and in compliance with O.R.C. 153.54, O.R.C. 153.57, and the Contract documents to ensure the furnished performance of the Contractor and payment of obligations arising thereunder.

The Surety selected by the Contractor for purposes of this Section III, shall have a minimum of an "Alfred M. Best A-" financial rating or better.

Section XII Correcting Work

When it appears to the Contractor during the course of construction that any work does not conform to the provisions of the Contract documents, it shall make necessary corrections so that such work will so conform. In addition, Contractor will correct any defects caused by faulty materials, equipment, or workmanship in work supervised by it or by a subcontractor.

Section XIII Work Changes

Owner reserves the right to order work changes in the nature of additions, deletions, or modifications, without invalidating the Contract, and agrees to make corresponding adjustments in the Contract price and time of termination. All changes will be authorized by a written change order signed by the Owner. The change order will include conforming changes in the Contract and termination time.

Work shall be changed, and the Contract price and termination time shall be modified, only as set out in the written change order. Oral change orders are invalid and the Owner will not be responsible for costs incurred due to an oral change order. Any adjustment in the Contract sum resulting in a credit or a charge to the Owner shall be determined by mutual agreement of the parties before starting the work involved in the change. If a resolution is not rendered, the court with subject matter jurisdiction which is located within the county where the contract is being performed, shall have jurisdiction to resolve the dispute. A lack of resolution does not relieve the Contractor of the obligation to perform his obligations under this Contract.

Section XIV

Early Termination for Breach of Contract

(a) **Owner's Termination.** Owner may, on seven (7) days' notice to the Contractor, terminate this Contract without prejudice to any other remedy the Owner may have, when the Contractor defaults in performance of any provision of the Contract; fails to carry out the construction in accordance with the provisions of the Contract documents as listed in Section VI; if Contractor is adjudged a bankrupt or insolvent, or if it makes a general assignment for the benefit of its creditors; if a trustee or receiver is appointed for Contractor or for any of its property; if it files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws; if it repeatedly fails to supply sufficient skilled workers or suitable materials or equipment; if it repeatedly fails to make prompt payments to subcontractors or for labor, materials or equipment; if it disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction; if it disregards the authority of the Owner; or if it otherwise violates any provision of the Contract documents. On such termination, the Owner may take possession of the work site and all materials, equipment, tools, and machinery on it and finish the work in whatever manner deemed expedient. If the expense of finishing the work exceeds the Contract price, the Contractor agrees to pay the difference to the Owner.

Section XV

Miscellaneous

(a) **Mutual Cooperation.** All parties agree to use their best efforts to cooperate with each other to carry out the terms of this Agreement.

(b) **Applicable Law.** This Agreement will, to the extent not preempted by Federal statute, be governed by the laws of Ohio. Any claims may be filed in a court of competent jurisdiction located in Warren County, Ohio.

(c) **Entire Agreement.** Each party agrees that it has read and understands this entire Agreement and has had an opportunity to seek the advice of counsel as each has deemed necessary. Neither party may raise as a defense in any dispute that the interpretation of this Contract should be against the party that drafted it.

(d) **Severability.** Should any portion of this Agreement be declared void or otherwise held unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

(e) **Waiver.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel compliance with every provision of this Agreement.

(f) **Authority.** Each of the signatories below acknowledges that he or she has been duly authorized to execute this Agreement by a duly adopted resolution or other official authorization of the entity on whose behalf the Agreement is signed.

IN WITNESS WHEREOF, the authorized representatives of the parties have each set their hand hereunder in order to signify their intent to be bound by the foregoing.

**BOARD OF EDUCATION OF THE
WAYNE LOCAL SCHOOL DISTRICT**

Board of Education President

Signature

Date

Name and Title

Carolyn Huber, Treasurer

Date

Date

END OF DOCUMENT