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# **WADSWORTH CITY SCHOOL DISTRICT BOARD OF EDUCATION**

WADSWORTH, OHIO

SPECIAL MEETING

THURSDAY, OCTOBER 25, 2018, 2:00 P.M.

CHARLES R. PARSONS ADMINISTRATION BUILDING, 524 BROAD STREET

## **AGENDA**

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Roll Call**
- IV. Motion for Approval and Signing of Minutes**
- V. Administrative Items**
  - A. PERSONNEL CONSENT ITEMS**
    - 1. Resignations
      - a) William Phillips, Non-teaching School Employee, eff. 10/3/2018
      - b) Tracy Tibbitts, Non-teaching School Employee, eff. 10/25/2018
    - 2. Employments
      - a) Hannah Takacs, Non-teaching School Employee
      - b) Athletic Event Workers, per attached list
  - B. ACTION CONSENT ITEMS**
    - 1. Recommendation to approve the WeVideo Enterprise Terms of Service Agreement
    - 2. Recommendation to approve the Edulastic District Enterprise Services Agreement
    - 3. Recommendation to approve the Costume Rental Contract with Akron Design and Costume
    - 4. Recommendation to approve the Costume Rental Contract with Akron Design and Costume
    - 5. Recommendation to approve a contract with the Galaxy
    - 6. Recommendation to approve the 2019-2021 Girls' Lacrosse Officials Assignor Contract

7. Recommendation to approve a resolution to advertise and receive bids for the baseball and softball fields chain link fence backstop and barrier netting systems

## **VI. Adjournment**

In accordance with State and Federal law, the District will provide reasonable accommodations to persons with disabilities who wish to attend and/or participate in school events. Such individuals should notify the Superintendent if they require a reasonable accommodation.

**WADSWORTH CITY SCHOOL DISTRICT  
BOARD OF EDUCATION  
Special Meeting  
October 25, 2018**

**Agenda Detail Sheet**

**V. Administrative Items**

**A. PERSONNEL CONSENT ITEMS**

- 2.(a) Hannah Takacs:** Ms. Takacs is being recommended to fill the special education student attendant position that was left open when Ms. Theresa Kahl accepted another position within the district.

**B. ACTION CONSENT ITEMS**

- 1. WeVideo Enterprise Terms of Service Agreement:** The WeVideo Enterprise Terms of Service Agreement being recommended for approval will allow our middle school to continue to use the WeVideo program for announcements and classroom lessons.
- 2. Edulastic District Enterprise Services Agreement:** The Edulastic District Enterprise Services Agreement being recommended for approval will allow our middle school staff to continue to use the Edulastic product, which provides interactive formative assessments.
- 3. and 4. Costume Rental Contracts with Akron Design and Costume:** The Costume Rental Contracts with Akron Design and Costume being recommended for approval will allow our middle and high school drama programs to rent costumes for their upcoming productions.
- 5. Galaxy Contract:** The Contract between the Galaxy and the Wadsworth City School District Board of Education being recommended for approval is for the Franklin Elementary School family night held on October 22, 2018.
- 6. 2019-2021 Girls' Lacrosse Officials Assignor Contract:** The 2019-2021 Girls' Lacrosse Officials Assignor Contract being recommended for approval details the assignor's process for assigning officials to girls' lacrosse games and the fee required.
- 7. Baseball and Softball Fields Netting Systems:** The request to authorize advertising and bid for the baseball and softball fields chain link fence backstop and barrier netting systems being recommended for approval will allow our architects at Motter & Meadows to advertise and complete the bid process associated with their work that was previously approved on August 13, 2018 for the barrier netting system at the baseball and softball fields.

**EMPLOYMENTS**  
**October 25, 2018**

**OHSA-Sponsored Athletic Event Workers & Rates of Compensation**

(Payment for all events listed is provided by the Ohio High School Athletic Association.)

**Division 1 Boys Soccer Sectional Tournament (Ellet vs. Wadsworth) - Oct. 17, 2018, at Art Wright Stadium**

|               |                         |      |
|---------------|-------------------------|------|
| Brad Musgrave | Tournament Site Manager | \$40 |
|---------------|-------------------------|------|

**Division 1 Girls Soccer Sectional Tournament (Highland vs. Wadsworth) - Oct. 18, 2018, at Art Wright Stadium**

|               |                         |      |
|---------------|-------------------------|------|
| Brad Musgrave | Tournament Site Manager | \$40 |
|---------------|-------------------------|------|

# RECORD OF PROCEEDINGS

# WADSWORTH CITY BOARD OF EDUCATION

# Minutes of Regular Meeting

Date: October 18, 2018

The Wadsworth City Board of Education met in Special Session on Thursday, October 18, 2018, at 2:02 P.M. at the Charles R. Parsons Administration Building, 524 Broad Street.

## PLEDGE OF ALLEGIANCE AND ROLL CALL

|                |                                          |
|----------------|------------------------------------------|
| Present        | Batey, Gordon, Kramer, McComas, McDougal |
| Absent         |                                          |
| Administrators | 2                                        |
| Staff          | 0                                        |
| Visitors       | 9                                        |

**18-10-98      APPROVAL OF BOARD MINUTES**

The motion was made by **Batey**, seconded by **Gordon**, to approve the following Board of Education Meeting Minutes:

Regular Session      October 8, 2018

VOTE: Yea - Gordon, Kramer, McComas, McDougal, Batey  
 Nay - None Motion Carried,

## ADMINISTRATIVE ITEMS

**18-10-99** Upon the recommendation of Superintendent Hill, the motion was made by **Kramer**, seconded by **Gordon**, to adopt the Personnel Consent Items from the October 18, 2018, Special Meeting, as presented:

### A. PERSONNEL CONSENT ITEMS

1. Employments:

- |    |               |                                    |
|----|---------------|------------------------------------|
| a) | Chris Kallai  | Additional Hours (50) Supplemental |
| b) | Kara Long     | Non-Teaching (eff. 10/15/18)       |
| c) | Amy Casey     | Non-Teaching (eff. 10/15/18)       |
| d) | Sharon Decker | Non-Teaching                       |

# RECORD OF PROCEEDINGS

## WADSWORTH CITY BOARD OF EDUCATION

Minutes of Regular Meeting

Date: October 18, 2018

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|    |                 |                             |                 |
|----|-----------------|-----------------------------|-----------------|
| e) | Nichole Adler   | Non-Teaching                |                 |
| f) | Kelsey Lanham   | Non-Teaching                |                 |
| g) | Michael Falanga | Vol. Assistant Diving Coach |                 |
| h) | Kacie Stallman  | Certified Substitute        | (eff. 10/02/18) |
| i) | Michele Steward | Classified Substitute       |                 |
| j) | Robert Wyrick   | Athletic Contest Worker     |                 |
| k) | Andrew Booth    | Athletic Contest Worker     |                 |

**VOTE:** Yea – Kramer, McComas, McDougal, Batey, Gordon  
Nay – None

Motion Carried,

**18-10-100** Upon the recommendation of Superintendent Hill, the motion was made by **Kramer**, seconded by **McComas**, to adopt the Action Consent Items for the October 18, 2018, Special Meeting, as presented:

### **B. ACTION CONSENT ITEMS**

1. Recommendation to approve the Hal Leonard Corporation Limited Home Use Video License Agreement. **(ATTACHED)**
2. Recommendation to approve the Circle K School Participation Agreement - 2018. **(ATTACHED)**
3. Recommendation to approve the Educational Service Center Funds Election of Disbursement Form. **(ATTACHED)**

**VOTE:** Yea – McComas, McDougal, Batey, Gordon, Kramer  
Nay – None

Motion Carried,

### **BOARD ITEMS**

- A.** Discussion with representatives of the Ohio Facilities Construction Commission on Central Intermediate School.

# RECORD OF PROCEEDINGS

## WADSWORTH CITY BOARD OF EDUCATION

Minutes of Regular Meeting

Date: October 18, 2018

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### 18-10-101 ADJOURNMENT

The motion was made by **Gordon**, seconded by **Batey**, to adjourn at **4:16** p.m.

**VOTE:** Yea – McDougal, Batey, Gordon, Kramer, McComas  
Nay – None

Motion Carried,

(Signed) \_\_\_\_\_  
**Jody McDougal**, President

(Attested) \_\_\_\_\_  
**Douglas D. Beeman**, Treasurer

MS 19044.



Loredana Ivan  
loredana@wevideo.com

# QUOTE

QW5J2WHPU37U  
Date: Sep 24, 2018  
Expires: Oct 24, 2018

## Submit signed quote to

WeVideo, Inc.  
po@wevideo.com  
149 Commonwealth Drive, Suite 2118  
Menlo Park, CA 94025  
Fax: 408-819-9441

## Customer information

Elizabeth Davis  
edavis@wadsworthschools.org  
Wadsworth City Schools  
Ohio, North America

| QTY      | Product/Description                                         | Unit Price   | Discount | Line Total          |
|----------|-------------------------------------------------------------|--------------|----------|---------------------|
| 30 seats | WeVideo for Schools multi-seat license, 1 year subscription | 6.63333/seat | 0%       | \$199.00            |
| 150 GB   | Storage capacity: 5 GB per user (aggregated)                | -            | -        | Included            |
| 30 hr/mo | Export capacity: 1 hr per user/per month (aggregated)       | -            | -        | Included            |
| 30       | Mobile app access for iOS and Android devices               | \$3.99       | 100%     | <del>\$119.70</del> |

**Total**

*4/9/24/18* **\$199.00** USD

## Instructions

To accept this quote, please complete the missing fields on page 2 and provide your signature at the bottom of the page. Your subscription will be updated within 7 days from receipt of this signed document.

**TERMS:** Net 30 days. All prices are quoted in U.S. dollars and are exclusive of all taxes and duties imposed by any governmental authority.

## Need to make changes?

Retrieve your quote by visiting <http://www.wevideo.com/orders/QW5J2WHPU37U>. You can update your subscription term, add or remove seats, request professional development sessions, and print a new quote there.



# QUOTE

QW5J2WHPU37U

Date: Sep 24, 2018

Expires: Oct 24, 2018

Please complete all fields below

## Account admin/owner (required)

WeVideo account admin at the school or district.

School/district name

Name

Job title/role

Phone number

Email

## Billing information (required)

Is a Purchase Order required to invoice?

☐

Yes

☐

No

Accounts payable contact

Email

Billing address

Street address

Apt, Suite, Building number

City

State

Zip code

## Proposal acceptance (required)

Signature

Date

Name

Title

Please follow the instructions on page 1 to submit the signed quote or to make any changes.



# Enterprise Terms of Service

page 1 of 5

## WeVideo Enterprise Agreement

This WeVideo Enterprise Agreement (the "Agreement") is between WeVideo, Inc., a Delaware corporation ("WeVideo") and you ("Customer" or "You") and the applicable persons authorized by you to access your Enterprise Account (each an "End User"), as applicable.

This Agreement incorporates the WeVideo Terms of Use ("Terms") (in particular the portion of the Terms entitled "Miscellaneous Legal Terms") and the WeVideo Privacy Policy ("Privacy Policy") and governs access to and use of the WeVideo for Business, WeVideo for Schools, WeVideo for Higher Ed and other WeVideo Enterprise services and any client software (the "Services" or "WeVideo for Enterprise"). To the extent this Agreement conflicts with the Terms, this Agreement controls. Please take note that in this Agreement, you are agreeing that your Administrator may be able to control account information and access to your Enterprise Account.

### 1. End Users.

1. Accounts. You may create a new account as part of a Enterprise account or convert an existing Free, Flex, Personal or Business Account into an Enterprise Account. Note - if you convert a personal Free Account into an Enterprise account, it will be subject to the Administrator's control and you will be required to use the Services in compliance with any employment obligations and policies imposed by the owner of the Enterprise Account.
2. Administrator Control. You may specify End Users as "Administrators" through the administrative console. You are responsible for: (i) maintaining the confidentiality of passwords and Administrator accounts; (ii) managing access to Administrator accounts; and (iii) ensuring that Administrator use of the Services complies with this Agreement. WeVideo's responsibilities do not extend to the internal management or administration of the Services for you. Administrators may have the ability to access, disclose, restrict, or remove information in or from an End User's Enterprise Account. Administrators may also have the ability to monitor, restrict, or terminate access to an End User's Enterprise Account. The Administrator is also able to disassociate an End User from the Enterprise Account.
3. Age Restricted Users. Under certain circumstances, you may allow End Users under the age of 13 to use your Enterprise Account, subject to the following conditions:
  1. You must control access to your Enterprise Account using the "Walled Garden" feature by checking the permission "Require exports to be approved" and unchecking the permissions "Public Gallery Page" and "Allow Public Sharing".
  2. You must either be the legal parent or guardian of all End Users under 13 or you must obtain legally binding, written permission from the legal guardian or parent of such End User;
  3. You shall maintain a process for allowing the legal guardian or parent of all End Users under the age of 13 to access all information that you store or maintain related to such End Users and respond to any requests to remove, modify, or update such information.
  4. You agree to be solely responsible for all compliance with the Children's Online Privacy Protection Act ("COPPA") and all related rules and regulations and shall indemnify, defend, release, and hold WeVideo harmless for any actual or alleged ~~violations or breaches of applicable law, including COPPA.~~
5. Customer will promptly notify WeVideo of any unauthorized use of, or access to, the Services or any alleged violation of COPPA.

for this 10-18-19

10/18/19

4. Controller. When you own an Enterprise Account, you or your company act as a Controller of personal data, based on your or your company's privacy policies. For example, your company controls your data and WeVideo processes your data in accordance with privacy policies managed by your company.

5. Account owner data. When you or your company purchases an Enterprise Account, a special account—the Account Owner for the Administrator—is created. Every Enterprise Account has an account owner. Account owner data that we collect is used to create, bill, and maintain the Enterprise plan service ("Owner data").

6. Data policies. Users in an Enterprise Account are subject to the privacy policy set forth by the Administrator. Some Enterprise Accounts provide users with the additional ability to control some privacy settings within the WeVideo service. Under some circumstances, some data may also be subject to WeVideo's privacy policy. For example, if you have privacy settings available in the Manage account section, and you opt-out from all WeVideo privacy settings, then WeVideo is a processor of your Service data based on privacy policies established by your company. If on the other hand, when you are not a student, and you consent to some types of WeVideo data collection, then WeVideo's privacy policy will apply in those circumstances. For example, if you consent to receive WeVideo marketing communications to learn about our services and how to use them in your work, we will process that marketing data according to WeVideo's Privacy Policy.

## 2. Customer Obligations.

1. Compliance. Customer will use the Services in compliance with the Terms, this Agreement, our Privacy Policy and all applicable laws, including COPPA. Customer will obtain and maintain any consent from End Users to allow Administrators to engage in the activities described in this Agreement and to allow WeVideo to provide the Services. Customer represents, and must ensure, that its End Users are governed by this Agreement, the Terms, and the Privacy Policy.

2. Unauthorized Use & Access. Customer will prevent unauthorized use of the Services by its End Users and terminate any unauthorized use of the Services.

3. Restricted Uses. Customer will not (i) sell, resell, or lease the Services or (ii) use the Services for activities where use or failure of the Services could lead to physical damage, death, or personal injury. Customer, not WeVideo, is responsible for any applicable vertical or industry-specific regulation compliance.

## 3. Third-Party Requests.

1. "Third-Party Request" means a request from a third-party for records relating to an End User's use of the Services including information in or from an End User or Customer Enterprise Account. Third-Party Requests may include valid search warrants, court orders, or subpoenas, or any other request for which there is written consent from End Users permitting a disclosure.

2. Customer is responsible for responding to Third-Party Requests via its own access to information. Customer will seek to obtain information required to respond to Third-Party Requests and will contact WeVideo only if it cannot obtain such information despite diligent efforts.

3. WeVideo will make commercially reasonable efforts, to the extent allowed bylaw and by the terms of the Third-Party Request, to: (A) promptly notify Customer of WeVideo's receipt of a Third-Party Request; (B) comply with WeVideo's commercially reasonable requests regarding its efforts to oppose a Third-Party Request; and (C) provide Customer with information or tools required for Customer to respond to the Third-Party Request (if Customer is otherwise unable to obtain the information). If Customer fails to promptly respond to any Third-Party Request, then WeVideo may, but will not be obligated to do so.

## 4. Communication Setting Management.

1. Customer is responsible for maintaining all "opt-in/out" settings for communications from or via WeVideo for all of Customer's End Users. Customer will use reasonable efforts to answer any requests from End Users regarding such settings.

## 5. Services.

- page 3 of 5
1. Provision of Services. So long as Customer has paid in full all associated fees for the subscription, Customer may access and use the Services made available by WeVideo on the initial term commencing on the execution date and remain in effect for the time period set forth in the Customer's subscription.
  2. Facilities and Data Transfer. WeVideo will use commercially reasonable efforts to ensure that all facilities used to store and process Customer Data meet commercially reasonable security standards. By using the Services, Customer consents to transfer, processing, and storage of Customer Data. "Customer Data" means any data and content stored or transmitted via the Services by Customer or End Users.
  3. Modifications to the Services. WeVideo may update the Services from time to time. If WeVideo changes the Services in a manner that materially reduces their functionality, WeVideo will inform Customer, unless Customer has opted-out of communications of that type from WeVideo.
  4. Limitations on Use of Services. WeVideo may impose reasonable limitations on bandwidth usage for the Services.
  5. Customer List. WeVideo may include Customer's name in a list of WeVideo customers on the WeVideo website.
  6. Contests and promotions. From time to time, Customer may use the Services to offer certain promotions or contests ("Promotions") in connection with generation of user generated content from users of our Service. In such event, Customer acknowledges and agrees that:  
(i) Customer shall be solely responsible and liable for the administration of such Promotion and fulfillment of all prizes in compliance with all applicable laws, rules, regulations, and statutes; ~~(ii) Customer shall indemnify, defend, hold harmless, and release WeVideo from any and all claims by any person, party, or governmental authority arising out of or in connection with your Promotion, including any allegation that any Promotion violated any applicable law; and (iii) Customer shall publish in connection with all Promotions a complete, clear, and conspicuous set of rules.~~ 10/16/19

John Klein 10-18-19

## 6. Support.

1. Customer will, at its own expense, respond to questions and complaints from End Users or third-parties relating to use of the Services. Customer will use reasonable efforts to resolve support issues before escalating them to WeVideo.

## 7. Suspension.

1. Of End User Accounts by WeVideo. If an End User (i) violates this Agreement or the Terms; (ii) uses the Services in a manner resulting in excessive support requests; or (iii) uses the Services in a manner that WeVideo reasonably believes will cause it liability, then WeVideo may request that Customer suspend or terminate the applicable End User account. If Customer fails to promptly suspend or terminate the End User account, WeVideo may do so.
2. Security Emergencies. Notwithstanding anything in this Agreement, if there is a Security Emergency then WeVideo may automatically suspend use of the Services. WeVideo will make commercially reasonable efforts to narrowly tailor the suspension as needed to prevent or terminate the Security Emergency. "Security Emergency" means: (i) use of the Services that do or could disrupt the Services, other customers' use of the Services, or the infrastructure used to provide the Services and (ii) unauthorized third-party access to the Services.

## 8. Third-Party Services.

1. If Customer uses any third-party service with the Services, (a) the service may access or use Customer's or End User's information; (b) WeVideo will not be responsible for any act or omission of the third-party, including the third-party's use of Customer's or End User's information; and (c) WeVideo does not warrant or support any service provided by the third-party.

## 9. Fees & Payment.

1. Fees. Customer will (i) purchase the subscription (ii) pay the invoice within thirty (30) days after the date of the applicable invoice, and (iii) authorize WeVideo to charge using Customer's selected payment method, for all applicable fees. Fees are non-refundable except as required by law. Customer is responsible for providing complete and accurate billing and contact information to WeVideo. WeVideo may suspend or terminate the Services if fees are 30 days past due.
2. Upgrading. Customers upgrading the Service to a larger capacity level, will be billed on a pro-rated basis, from the date of upgrade, to the next renewal date of the original subscription.
3. Renewals. In the event that Customer desires to reinstate the subscription after allowing such services to lapse, the renewal term shall commence upon the expiration of the last term paid in full. For each renewal term of the subscription, Customer shall pay the current unit list price, less discount (if applicable). For any renewal term, the terms of this Agreement shall govern and all fees shall be payable within thirty (30) days after the invoice date and payable in advance of the applicable term. IF CUSTOMER'S ACCOUNT IS SET TO AUTO RENEWAL, WEVIDEO MAY AUTOMATICALLY CHARGE FOR THE RENEWAL, UNLESS CUSTOMER NOTIFIES WEVIDEO THAT CUSTOMER WANTS TO CANCEL OR DISABLE AUTO RENEWAL. WeVideo may revise Service rates by providing Customer at least 30 days notice prior to the next charge.
4. Taxes. Customer is responsible for all taxes. WeVideo will charge tax when required to do so. If Customer is required by law to withhold any taxes, Customer must provide WeVideo with an official tax receipt or other appropriate documentation.

## 10. Term & Termination.

1. Term. This Agreement will remain in effect until Customer's subscription to the Services expires or terminates, or until the Agreement is terminated.
2. Termination for Breach. Either WeVideo or Customer may suspend performance or terminate this Agreement if: (i) the other party is in material breach of the Agreement and fails to cure that breach within 30 days after receipt of written notice or (ii) the other party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within 90 days.
3. Termination at Will. Customer may terminate Auto-Renewal Agreement at any time by disabling Customer's Services account via the Services administrative console. Termed multi-year Agreements cannot be terminated.
4. End User Termination. End Users may stop using the Services at any time. If an End User's Enterprise Account is converted into a personal Free Account, this Agreement will terminate for that account with respect to the End User except that the portions of the Terms that protect WeVideo's rights will continue to apply.
5. Effects of Termination. If this Agreement terminates: (i) the rights granted by WeVideo to Customer will cease immediately (except as set forth in this section); (ii) the rights granted by WeVideo to End User will cease immediately; (iii) WeVideo may provide Customer access to its account at then-current rates so that Customer may export its information; and (iv) after a commercially reasonable period of time, WeVideo may delete any data relating to Customer's account. All sections of this Agreement that favor WeVideo shall survive.

## 11. Indemnification.

1. By Customer. In addition to any of your indemnification obligations under our Terms, you will indemnify, defend, and hold harmless WeVideo from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third-party claim regarding: (i) Customer Data; (ii) Customer's use of the Services in violation of this Agreement, our Terms, or any applicable law; or (iii) use of the Services by Customer's End Users.

## 12. Legal Terms.

1. THESE TERMS AND THE USE OF THE SERVICES AND SOFTWARE WILL BE GOVERNED BY CALIFORNIA LAW EXCEPT FOR ITS CONFLICTS OF LAWS PRINCIPLES.

Andrew J. Hill, Ed.D.  
Superintendent  
Wadsworth City School District  
330-335-1301 (phone)  
524 Broad St.  
Wadsworth, OH 44281

WeVideo, Inc.  
1975 West El Camino Suite 202  
Mountain View, CA 94040

Vendor acknowledges and agrees to updates and strikeouts noted in attached.

1.3.4 indemnification – End Users  
5.6 Indemnification – Services  
11 Indemnification - Indemnification

Vendor:  
WeVideo, Inc.

By: John Kline, Vice President of Sales (authorized signatory)

A handwritten signature in black ink that reads "John Kline". The signature is written in a cursive, flowing style with a large initial "J".

Date: 10-19-2018

MS19040

# Edulastic

A Snapwiz, Inc. platform  
39300 Civic Center Drive #220, Fremont, CA 94538

September 13, 2018

Eric Jackson  
Principal  
Wadsworth Middle School  
150 Silvercreek Road  
Wadsworth, Ohio 44281

Dear Mr. Jackson,

Thank you for continuing to partner with Edulastic! This quote details costs for access to Edulastic Enterprise for a subscription from September 1, 2018 through September 1, 2019.

Our regular price is \$4 per student, but we are offering Wadsworth Middle School a discounted renewal rate of \$3.30 per student.

| Services                                                                       | Estimated cost    |
|--------------------------------------------------------------------------------|-------------------|
| Access to the Edulastic platform for 725 student accounts (\$3.30 per student) | \$2,392.50        |
| Analytics and reporting at school, grade, class, and student level             | - included -      |
| Technical support via email and telephone during school hours                  | - included -      |
| Premium features (such as rubric based scoring, text-to-speech, calculator)    | - included -      |
| <b>Optional Services</b>                                                       |                   |
| Access to Key Data's Inspect Common Core Item Bank (\$2.25 per student)        | - optional -      |
| In-person professional development training sessions (\$2,000 per day)         | - optional -      |
|                                                                                |                   |
| Total                                                                          | <b>\$2,392.50</b> |

Thanks again!

John Kyte

John Kyte  
Edulastic Partnerships  
Snapwiz, Inc.

J 9/14/18

increased  
\$217.50

# Edulastic District Enterprise Services Agreement

Effective Date: July 1, 2018 Termination Date: June 30, 2019

Customer: Wadsworth City School District

Address: 524 Broad Street, Wadsworth, OH 44281

## Scope of Services

Snapwiz shall provide the following Services under the terms of this Agreement:

### Access to the Edulastic Platform for:

Number of students: 725

Number of teachers/administrators: all necessary teacher and admin accounts are included

Access to the following third-party item banks: \_\_\_\_\_

### Professional Development Services:

- Web based professional development for teachers and administrators

Customer agrees to pay Snapwiz the full Contract Amount according to the Payment Terms below:

Total Contract Amount: \$2,393

Payment Terms: 30 days

## **Edulastic District Enterprise Agreement Terms**

This contract for procurement of professional services ("Agreement") is entered into between the Customer listed on the first page of this Agreement, with its principal place of business at the address above, and Snapwiz, Inc., a California Corporation ("Snapwiz" or "Service Provider") with its principal place of business at 39300 Civic Center Drive, Suite 220, Fremont, CA 94538.

Now, in consideration of the mutual promises and agreements set forth herein, the Customer and Snapwiz ("Parties") agree as follows:

### **Use of the Edulastic Platform**

Service Provider grants to Customer a limited, non-exclusive, terminable, non-transferable license to access the Edulastic Platform, including any administrative modules designated as Edulastic Enterprise that are offered by Snapwiz during the term of this Agreement (the "Services").

You agree, for yourself and all your Users, as a condition of use of the Services, not to use the Services for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You and your Users may not use the Services in any manner that could damage, disable, overburden, or impair any Service Provider or subscriber server, or the network(s) connected to any Service Provider or subscriber server, or interfere with any other party's use and enjoyment of any of the Services.

Service Provider may at any time suspend (or require that you suspend) the access of Users to the Services and/or disable their Login Information in the event of violation of these terms and conditions.

### **Ownership and Intellectual property**

As between you and your Users and Service Provider, the Services, any material or information provided pursuant to the Services, and any associated applications, tools or data, and all additions, modifications and improvements made or specified by Service Provider, its agents or contractors, are the property of Service Provider, and are protected by United States and international copyright, trademark and patent laws, as applicable. By using the Services, neither you nor your Users gain any ownership interest in such items.

Service Provider does not claim ownership of the Customer Data you or your Users provide for the use and operation of the Services. All rights, including all intellectual property rights to such Customer Data, shall remain the exclusive property of Customer, and Service Provider has a limited, nonexclusive license solely for the purpose of performing its obligations as outlined in the Agreement. This Agreement does not give Service Provider any rights, implied or otherwise, to Customer Data, original content, or intellectual property, except as expressly stated in the Agreement. This includes the right to sell or trade Customer Data.

Service Provider and its vendors and contractors may use such information to operate and administer the Services, or in de-identified form for other business purposes.

## **Data Security and Privacy**

**Collection of Data**

Service Provider will only collect Data necessary to fulfill its duties as outlined in this Agreement. Data include all Personally Identifiable Information (PII) and other non-public information. Data include, but are not limited to, student data, metadata, and user content.

Provider will not change how Data are collected, used, or shared under the terms of this Agreement in any way without advance notice to and consent from the Customer.

**Use of Data**

Provider will use Data only for the purpose of fulfilling its duties and providing services under this Agreement, and for improving services under this Agreement. Service Provider will not use any Data to advertise or market to students or their parents.

Service Provider may use de-identified Data for product development, research, or other purposes. De-identified Data will have all direct and indirect personal identifiers removed. This includes, but is not limited to, name, ID numbers, date of birth, demographic information, location information, and school ID. Furthermore, Service Provider agrees not to attempt to re-identify de-identified Data and not to transfer de-identified Data to any party unless that party agrees not to attempt re-identification.

Data cannot be shared with any additional parties without prior written consent of the Customer except as required by law.

**Handling and Storage of Data**

Service Provider will store and process Data in accordance with industry best practices. This includes appropriate administrative, physical, and technical safeguards to secure Data from unauthorized access, disclosure, and use. Provider will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. Service Provider will also have a written incident response plan, to include prompt notification of Customer in the event of a security or privacy incident, as well as best practices for responding to a breach of PII.

Service Provider will ensure that all Data in its possession and in the possession of any subcontractors, or agents to which the Provider may have transferred Data, are destroyed or transferred to the Customer under its direction when the Data are no longer needed for their specified purpose, at the Customer's request.

**Links to Third Party Sites**

The Services may provide links that allow you or your Users to leave Service Provider's site and/or access third party websites. The linked sites in many cases are not under the control of Service Provider and Service Provider is not responsible for the contents of any linked site or any link contained in a linked site, or any changes or updates to such sites. Service Provider is not responsible for webcasting or any other form of transmission received from any linked site. Service Provider provides these links only as a convenience, and the inclusion of any link does not imply endorsement by Service Provider of the site.

**Use of Passwords; Internet**

You are responsible for providing and administering usernames and passwords for all Users (the "Log-In Information"). Each User must have a valid username and password for the purpose of accessing the Services. You and your Users are responsible for keeping all Log-In Information strictly confidential.

Log-In Information may be used only by the assigned User and may not be shared or transferred without your consent and control.

You and your Users are responsible for maintaining the confidentiality of that User's username and password. You and your Users are responsible for any and all activities that occur under all of your Users' accounts. You agree to notify Service Provider immediately of any unauthorized use of your Users' accounts or any other breach of security. Service Provider will not be liable for any loss that you or a User may incur as a result of someone else using your Users' passwords or accounts, either with or without the applicable Users' knowledge.

Service Provider does not guarantee the security of any information transmitted to or from you or any User over the Internet, including through the use of e-mail or via a third-party API. Access to the Internet is your and each User's sole responsibility and the responsibility of Internet provider(s) you select. Service Provider does not accept any responsibility for failure of service due to Internet facilities, including related telecommunications or equipment.

## **Term & Termination**

### **Term**

This Agreement shall commence as of the Effective Date and shall continue in full force and effect until the Termination Date, both indicated on the first page of this Agreement, at which time the Agreement shall expire if not previously terminated.

### **Termination**

Either party may terminate this Agreement immediately if any material breach of the Agreement is not cured within 30 days of written notice of such a breach.

Upon expiration or prior termination of the Agreement, all rights granted herein shall revert to Service Provider. All access to and use of the Services by Users must then cease, and all materials, applications and tools downloaded from the Service must be erased, deleted, or destroyed.

### **Miscellaneous.**

*Entire Agreement.* This Agreement shall constitute the complete and exclusive terms of the agreement between the parties regarding the subject matter and supersedes all other prior and contemporaneous agreements or communications with respect to the subject matter hereof, including Service Provider's online Terms of Service to the extent that they conflict with this agreement. Section headings are provided for convenience only, and shall not be used to construe the meaning of any section hereof.

*Governing Law.* This Agreement shall be construed and enforced under the laws of the State of California without reference to the choice of law principles thereof. User hereby consents to and submits to the jurisdiction of the federal and state courts located in the State of California.

*Severability.* If any provision herein is unenforceable, then such provision shall be of no effect on any other provision hereof.

*No waiver.* No waiver of any breach hereof shall be deemed a waiver of any other breach hereof.

*Relationship of Parties.* Service Provider is an independent contractor and not an employee, agent, joint venture, or partner of Customer. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Customer and either Service Provider or any employee or agent of Service Provider.

*Notices.* Any notices by either Party to the other Party which are required or may be given under this Agreement shall be sufficiently given if sent (i) by hand, (ii) by facsimile or e-mail with confirmation by First Class mail or (iii) by registered or certified mail, postpaid, return receipt requested, to the other Party at the following address or such other address as shall have been designated in writing by the other Party:

**For Service Provider:**

Madhu Narasa, CEO  
Snapwiz, Inc  
39300 Civic Center Drive, Suite 220  
Fremont, CA 94538

**For Customer:**

Name : \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

**AUTHORIZED SIGNATURES:**

**Customer**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Snapwiz Inc.**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



# COSTUME RENTAL CONTRACT

www.akrondesign.com Terms & Conditions

Akron Design & Costume  
3425 Manchester Rd.  
Akron, OH 44319  
PH: 330.644.0425  
FX: 330.644.7425

School/Organization Wadsworth  
Play/Musical/Event Elf The Musical, Jr  
Dates of Show Run 11/16/18-11/17/18  
Date Costumes Needed by 11/1/18  
Date Costumes Will Be Shipped/Returned 11/19/18

## Contact Info:

Contact Name: Debbie Lake  
Phone: 330-962-4197  
Mobile: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

## **THIS CONTRACT MUST BE RETURNED TO AKRON DESIGN BEFORE ORDERS WILL BE RELEASED.**

### 1. RENTALS

Costumes rented to Educational Institutions only may be reserved via PURCHASE ORDER or letter of authorization from Principal, Treasurer, etc. We must have a copy of actual purchase order and correct billing address. For all other rentals, 1/3 down & dated series of checks for balance of the rentals plus security deposit is required. All checks will be deposited by the end of the performance or event. Costumes ordered but not used: There will be a \$10 per costume restocking charge for ALL costumes NOT USED but returned before opening night. Full charges are made for all costumes NOT returned before opening night to Akron Design.

### 2. RUSH ORDERS

We highly recommend sending in all your paperwork with a six-week pull/build time allotment before the necessary ship date or pickup date. Otherwise, there is a rush fee of \$250.00 if paperwork is not submitted with a six-week allotment.

### 3. PICK UP OR ARRIVAL

Costumes will be available for pick-up or will arrive the Monday Before or 3 days prior to Opening Performances. Pre-arrangements for costumes to arrive earlier may be made at an additional charge.

### 4. SHIPPING OR DELIVERY

Shipping and Delivery will be determined by the options selected on the rental contract. It is the customers responsibility to ensure that the costumes will be picked-up and returned on agreed dates. Shipping terms must be specified on rental contract. The customer is responsible for all shipping and handling charges.

### 5. RETURNS

Costumes should be returned the same way they were received: on hangers and with the proper identification tags and NOT SMASHED IN THE BOXES. If Akron Design has to hunt for pieces of returned costumes throughout all the boxes additional charges will apply. Costumes not returned properly will be charged 10% of rental price. Costumes should be packed /shipped and/or returned within 48 hours of the customer's last performance.

### 6. PROGRAM CREDIT

When Akron Design supplies costumes for the entire production or those for leading roles, credit would be appreciated - "www.akrondesign.com of Akron, OH" Please send a copy of the program with credit for a Ben Nye Makeup Coupon Code.

### 7. MEASUREMENTS

Please measure accurately. Please follow measurement forms. We go by the exact sizes you order. Customer will be charged for any costumes sent that the CUSTOMER measured incorrectly. There will be additional charges for sizes XXL and larger.

### 8. DAMAGES, ADDED ALTERATIONS, LOSSES

A breakdown of costumes supplied by Akron Design & Costume Co will be furnished to the Director or Department Head as the case may be. DAMAGE and LOSS: Damages such as but not limited to cigarette burns, stage grease, blood, excessive rips and tears AND EXCESSIVE MAKE-UP, that render the costume unusable for future use WILL BE CHARGED to the School or Organization, and proper replacement value will be made. PLEASE Powder all make-up before wearing costumes. Excessive make-up will be charged extra for cleaning. MASKING TAPE may be used on collars and necklines to prevent make-up stains. Any damages to the costume due to Choreography or movement, such as knee burns, tears, or holes will result in full purchase of the costume: i.e. knee burns to pants of a suit, requires purchase of entire suit. Alterations and fixes on costumes are to be made by HAND- STITCH or someone capable of machine stitching, and use safety pins as a last resort. By no means is the garment to be cut. Please ask for proper approval before altering.

### 9. CANCELATIONS

In the event of a cancelation, the customer agrees to forfeit the deposit (at least 25% of the total rental. If a show is canceled four business days or less from the necessary ship date, then the customer will be charged the entire rental for one week.

We/I have read the terms and conditions of the Rental Contract. We/I are hereby under a costume rental contract and are liable for all costumes rented from Akron Design & Costume Co.

Director/Costume Coordinator: Debbie Lake Date 10/05/2018

Signature X



# COSTUME RENTAL CONTRACT

www.akrondesign.com

Estimated Subtotal of Rentals \$ 1500.00

Page 1 of \_\_\_\_

Akron Design & Costume Co.  
3425 Manchester Rd.  
Akron, OH 44319  
PH: 330.644.0425  
FX: 330.644.7425

Estimate of Shipping \$ \_\_\_\_\_

Estimate of Grand TOTAL \$ \_\_\_\_\_

Down Payment (at least 25%) \$ \_\_\_\_\_

Down Payment: 25% of estimated total, paid by check or credit card. We can provide a performa invoice. Estimated Totals are subject to change depending on rental time, returns, expedited shipping, special orders, damages, etc.

## Billing Address:

School/Theatre: Wadsworth City Schools

Attn: Doug Beeman

Street/P.O. Box: 524 Broad St

City, State, Zip Wadsworth, OH 44281

## INSURANCE INFORMATION (to cover loss of costumes due to fire or disaster):

Insurance Carrier \_\_\_\_\_ Policy No. \_\_\_\_\_ Agent Name \_\_\_\_\_ Phone No. \_\_\_\_\_

## CREDIT CARD MANDATORY FOR SECURITY PURPOSES. YOU MAY ALSO PAY RENTAL FEES WITH CC or CHOOSE METHOD BELOW.

( ) Credit Card 0000000000000000 Exp 0000 CVV 000 Name on Credit Card Wadsworth City Schools

Credit Card Billing Address 524 Broad St CC Zip Code 44281

## OTHER PAYMENT METHOD(S) (CC still required):

( ) Check - Amount \$ \_\_\_\_\_ Check # \_\_\_\_\_ Date \_\_\_\_\_

( ) \*\*\*Purchase Order No. 190936 EMAIL COPY OF PO to info@akrondesign.com

\*\*\* In order to use a P.O. a 25% Minimum Down Payment must be made via Credit Card or Check. The P.O. for the balance must be received before costumes are shipped. TERMS: With Purchase Order, Due upon Receipt, 1.5% past 30 days (18% Per Annum)

## SHIP or PICK-UP (check one below)

( ) Ship costumes via UPS, USPS, or FedEx

☒ I will pick-up the costumes in person. (pick-up date 11/1/18)

( ) Ship UPS or FedEx with Account # \_\_\_\_\_

## RETURNING THE COSTUMES (check one below):

( ) We will provide Return Shipping Labels with the boxes and I will deliver to UPS / FedEx location.

☒ I will return the Costumes in Person (return date 11/19/18)

## Shipping Address:

School/Theatre: Wadsworth High School

Attn: Debbie Lake

Street/P.O. Box: 625 Broad St

City, State, Zip Wadsworth, OH 44281

We/I have read the terms and conditions of the Rental Contract. We/I are hereby under a costume rental contract and are liable for all costumes rented from Akron Design & Costume Co.

Today's Date: 10/05/2018

Director/Costume Coordinator: Debbie Lake

Signature \_\_\_\_\_

Tax Exempt No.: \_\_\_\_\_

*Debbie Lake*

Measurements will affect the price of our costumes. XXS or XXL will be charged additional. To receive best pricing, measurements should be received 6 weeks prior to ship date. Changes & add-ons may be considered a rush and incur additional charges. These updated prices will replace the pricing from the costume plots.

☒ Proper measurements will be provided in a timely fashion. Customer will be charged if customer measures incorrectly.

Please contact us if you have any questions regarding this contract before signing.



# COSTUME RENTAL CONTRACT

www.akrondesign.com

Page 1 of \_\_\_\_

Akron Design & Costume Co.  
3425 Manchester Rd.  
Akron, OH 44319  
PH: 330.644.0425  
FX: 330.644.7425

Estimated Subtotal of Rentals \$ 2000.00

Estimate of Shipping \$ 0

Estimate of Grand TOTAL \$ \_\_\_\_\_

Down Payment (at least 25%) \$ \_\_\_\_\_

Down Payment: 25% of estimated total, paid by check or credit card. We can provide a performa invoice. Estimated Totals are subject to change depending on rental time, returns, expedited shipping, special orders, damages, etc.

## Billing Address:

School/Theatre: Wadsworth city schools

Attn: Doug Beeman

Street/P.O. Box: 524 Broad Street

City, State, Zip Wadsworth, Ohio 44281

## INSURANCE INFORMATION (to cover loss of costumes due to fire or disaster):

Insurance Carrier \_\_\_\_\_ Policy No. \_\_\_\_\_ Agent Name \_\_\_\_\_ Phone No. \_\_\_\_\_

## CREDIT CARD MANDATORY FOR SECURITY PURPOSES. YOU MAY ALSO PAY RENTAL FEES WITH CC or CHOOSE METHOD BELOW.

( ) Credit Card 0000000000000000 Exp 0000 CVV 0000 Name on Credit Card Wadsworth schools

Credit Card Billing Address 524 Broad Street CC Zip Code 44281

## OTHER PAYMENT METHOD(S) (CC still required):

( ) Check - Amount \$ \_\_\_\_\_ Check # \_\_\_\_\_ Date \_\_\_\_\_

( ) \*\*\*Purchase Order No. 190814 EMAIL COPY OF PO to info@akrondesign.com

\*\*\* In order to use a P.O. a 25% Minimum Down Payment must be made via Credit Card or Check. The P.O. for the balance must be received before costumes are shipped. **TERMS:** With Purchase Order, Due upon Receipt, 1.5% past 30 days (18% Per Annum)

## SHIP or PICK-UP (check one below)

( ) Ship costumes via UPS, USPS, or FedEx

☒ I will pick-up the costumes in person. (pick-up date 10/24/2018)

( ) Ship UPS or FedEx with Account # \_\_\_\_\_

## RETURNING THE COSTUMES (check one below):

( ) We will provide Return Shipping Labels with the boxes and I will deliver to UPS / FedEx location.

☒ I will return the Costumes in Person (return date 11/5/2018)

## Shipping Address:

School/Theatre: wadsworth city schools

Attn: \_\_\_\_\_

Street/P.O. Box: 524 Broad Street

City, State, Zip Wadsworth, Ohio 44281

We/I have read the terms and conditions of the Rental Contract. We/I are hereby under a costume rental contract and are liable for all costumes rented from Akron Design & Costume Co.

Today's Date: 09/14/2018

Director/Costume Coordinator: Mary Beth Baxley/Cory Ott

Signature \_\_\_\_\_

Tax Exempt No.: \_\_\_\_\_

Measurements will affect the price of our costumes. XXS or XXL will be charged additional. To receive best pricing, measurements should be received 6 weeks prior to ship date. Changes & add-ons may be considered a rush and incur additional charges. These updated prices will replace the pricing from the costume plots.

☒ Proper measurements will be provided in a timely fashion.  
☐ Customer will be charged if customer measures incorrectly.

Please contact us if you have any questions regarding this contract before signing.



# COSTUME RENTAL CONTRACT

www.akrondesign.com Terms & Conditions

Akron Design & Costume  
3425 Manchester Rd.  
Akron, OH 44319  
PH: 330.644.0425  
FX: 330.644.7425

School/Organization Wadsworth High School  
Play/Musical/Event The Real Princess and the Pea  
Dates of Show Run 11/1, 11/2, 11/3 2018  
Date Costumes Needed by 10/24/2018  
Date Costumes Will Be Shipped/Returned 11/5/2018

## Contact Info:

Contact Name: Mary Beth Baxley  
Phone: 3305928451  
Mobile: 3305928451  
Fax: \_\_\_\_\_  
Email: mbaxley@wadsworthschools.org

## THIS CONTRACT MUST BE RETURNED TO AKRON DESIGN BEFORE ORDERS WILL BE RELEASED.

### 1. RENTALS

Costumes rented to Educational Institutions only may be reserved via PURCHASE ORDER or letter of authorization from Principal, Treasurer, etc. We must have a copy of actual purchase order and correct billing address. For all other rentals, 1/3 down & dated series of checks for balance of the rentals plus security deposit is required. All checks will be deposited by the end of the performance or event. **Costumes ordered but not used: There will be a \$10 per costume restocking charge for ALL costumes NOT USED but returned before opening night. Full charges are made for all costumes NOT returned before opening night to Akron Design.**

### 2. RUSH ORDERS

We highly recommend sending in all your paperwork with a **six-week pull/build time** allotment before the necessary ship date or pickup date. Otherwise, there is a **rush fee of \$250.00** if paperwork is not submitted with a six-week allotment.

### 3. PICK UP OR ARRIVAL

Costumes will be available for pick-up or will arrive the Monday Before or 3 days prior to Opening Performances. Pre-arrangements for costumes to arrive earlier may be made at an additional charge.

### 4. SHIPPING OR DELIVERY

Shipping and Delivery will be determined by the options selected on the rental contract. It is the customer's responsibility to ensure that the costumes will be picked-up and returned on agreed dates. Shipping terms must be specified on rental contract. The customer is responsible for all shipping and handling charges.

### 5. RETURNS

Costumes should be returned the same way they were received: **on hangers and with the proper identification tags and NOT SMASHED IN THE BOXES.** If Akron Design has to hunt for pieces of returned costumes throughout all the boxes **additional charges will apply.** Costumes not returned properly will be charged **10% of rental price.** Costumes should be packed/shipped and/or returned within 48 hours of the customer's last performance.

### 6. PROGRAM CREDIT

When Akron Design supplies costumes for the entire production or those for leading roles, credit would be appreciated - "www.akrondesign.com of Akron, OH" Please send a copy of the program with credit for a Ben Nye Makeup Coupon Code.

### 7. MEASUREMENTS

**Please measure accurately.** Please follow measurement forms. We go by the exact sizes you order. Customer will be charged for any costumes sent that the **CUSTOMER** measured incorrectly. There will be additional charges for sizes XXL and larger.

### 8. DAMAGES, ADDED ALTERATIONS, LOSSES

A breakdown of costumes supplied by Akron Design & Costume Co will be furnished to the Director or Department Head as the case may be. **DAMAGE and LOSS:** Damages such as but not limited to cigarette burns, stage grease, blood, excessive rips and tears AND **EXCESSIVE MAKE-UP**, that render the costume unusable for future use **WILL BE CHARGED** to the School or Organization, and proper replacement value will be made. **PLEASE** Powder all make-up before wearing costumes. **Excessive make-up will be charged extra for cleaning.** **MASKING TAPE may be used on collars and necklines to prevent make-up stains.** Any damages to the costume due to Choreography or movement, such as knee burns, tears, or holes **will result in full purchase of the costume: i.e. knee burns to pants of a suit, requires purchase of entire suit.** Alterations and fixes on costumes are to be made by **HAND- STITCH** or someone capable of machine stitching, and use safety pins as a last resort. By no means is the garment to be cut. Please ask for proper approval before altering.

### 9. CANCELATIONS

In the event of a cancellation, the customer agrees to forfeit the deposit (at least 25% of the total rental. If a show is canceled four business days or less from the necessary ship date, then the customer will be charged the entire rental for one week.

We/ I have read the terms and conditions of the Rental Contract. We/I are hereby under a costume rental contract and are liable for all costumes rented from Akron Design & Costume Co.

Director/Costume Coordinator: Mary Beth Baxley Date 09/14/2018

Signature X [Signature]

# Signature Certificate

 Document Reference: IS94B6IVEJ3NRCRGDMACDD

**RightSignature**  
Easy Online Document Signing



mary beth baxley  
Party ID: PTDCKBI9RJZDK6H2AB47C3  
IP Address: 204.11.189.45

Electronic Signature:

Multi-Factor  
Digital Fingerprint Checksum

93b269dc200b34f6af41617ce6314e28fd395956



## Timestamp

2018-09-14 06:06:41 -0700

2018-09-14 06:06:40 -0700

2018-09-14 06:06:38 -0700

2018-09-14 05:59:13 -0700

## Audit

All parties have signed document. Signed copies sent to: Akron Design.

Document signed by mary beth baxley (noemail@rightsignature.com) with drawn signature. - 204.11.189.45

Generated Document from Online Form theaterrentalcontract (theaterrentalcont-c1cb40). - 204.11.189.45

Online Form viewed by mary beth baxley (noemail@rightsignature.com). - 204.11.189.45



This signature page provides a record of the online activity executing this contract.



# GALAXY

August 28, 2018

Roger Havens  
Franklin School  
200 Takacs Drive  
Wadsworth, OH 44281

**RE: Franklin Schools Family night**

Dear Mr. Havens:

The Galaxy Restaurant & Banquet Center is pleased to propose the following arrangements for your upcoming event.

| Date                     | Start Time | End Time | Function     | Room           | Setup        | Approx. Attendance |
|--------------------------|------------|----------|--------------|----------------|--------------|--------------------|
| Monday, October 22, 2018 | 4:00 PM    | 5:00 PM  | Setup        | Starlight-Mars | Rounds of 10 |                    |
| Monday, October 22, 2018 | 5:00 PM    | 7:00 PM  | Dinner Dance | Starlight-Mars | Rounds of 10 | 150                |

Banquet function rooms are assigned according to the anticipated number of guests. If there are fluctuations in the number of attendees, The Galaxy Restaurant & Banquet Center reserves the right to reassign the banquet function room accordingly. It is required that The Galaxy Restaurant & Banquet Center be notified of the exact number of meals to be served at least **three (3) business days** prior to the function. If no guarantee is received, The Galaxy Restaurant & Banquet Center will consider your originally agreed number of people to be the guarantee. This number will be considered a guarantee for which you will be charged even if fewer guests attend. The Galaxy Restaurant & Banquet Center will be prepared to serve up to a 5% increase for attendees above the guarantee count.

## Deposits

**A deposit of \$WAIVED is due with the signed contract to hold your event space as definite.** All deposits received will be applied toward the total charges of the event.

## Banquet Rental

The Galaxy Restaurant & Banquet Center is pleased to extend a **Banquet Minimum of \$WAIVED** for your event. Failure to meet the established Banquet Minimum will result in a room rental charge being applied to reach the required Banquet Minimum.

## Cancellation Policy

Cancellations must be provided in writing to The Galaxy Restaurant & Banquet Center. If the cancellation notice is received more than 180 days prior to the event date, the deposit(s) will be forfeited. If the cancellation notice is received less than 180 days prior to the event date, the deposit(s) will be forfeited and a \$500.00 cancellation fee imposed. The cancellation fee is to serve as liquidated damages on behalf of The Galaxy Restaurant & Banquet Center's inability or difficulty rebooking requested date(s), in the time frame mentioned, and not meant as a penalty to the client. If The Galaxy Restaurant & Banquet Center rebooks a like event on the same date that was cancelled, the cancellation fee will be refunded minus a \$100.00 administrative fee. Cancellation fees are due and payable within thirty (30) days after cancellation of the agreement. An interest fee will be assessed at the rate of 1.5% per month.

The performance of this agreement by either party is subject to acts of God, government regulations, disasters, strikes, civil disorders or other emergencies making it illegal or impossible to provide the facilities for your event. It is provided that this agreement may be terminated for any one or more such reasons by written notice from one party to the other. In the event of such written notice of cancellation for the above mentioned reasons, no cancellation fee will be assessed.

CIRCLE K STEAKHOUSE  
AT THE GALAXY

the WINE room  
AT THE GALAXY

SPORTS BAR  
AND PATIO  
AT THE GALAXY

BANQUET CENTER  
At The Galaxy

### Payment

The balance based on the guaranteed number of attendees is due the day of the event. Acceptable forms of payment include cash, credit card or cashier's check; unless prior payment arrangements have been made with the Banquet Director. Any additional charges resulting from such things as increased number of attendees or damage to the facility will be due upon departure. If a remaining balance is left outstanding, an interest fee will be assessed at the rate of 1.5% per month.

### Hours

Time allotment for The Galaxy Restaurant & Banquet Center's functions is based on specific time availability. Functions exceeding the pre-determined departure time will be assessed an additional charge of seventy-five dollars (\$75.00) plus tax per half hour. Evening departure time will be no later than 12:00 AM (midnight) unless pre-arranged with the Banquet Director.

### Banquet Regulations

The Galaxy Restaurant & Banquet Center must provide all food and beverage unless approved by Banquet Director. All alcohol must be purchased through The Galaxy Restaurant & Banquet Center. All bartenders must be employees of The Galaxy Restaurant & Banquet Center. Purchaser agrees to abide by all state laws regarding alcohol consumption including restrictions of consumption by a minor. Management reserves the right of refusal or discontinuance of alcoholic beverage to any individual guests. All serving of alcohol at banquet functions are to cease at 11:45 PM. Your group acknowledges that The Galaxy Restaurant & Banquet Center cannot be responsible for the safekeeping of equipment, supplies, written material or other valuable items. Accordingly, your group acknowledges that it will be responsible for providing security for any such aforementioned items and hereby assumes the responsibility for loss thereof. Likewise, the function host will be responsible and charged for any damage(s) or theft of The Galaxy Restaurant & Banquet Center's facilities caused by its group during the scheduled function. The Galaxy Restaurant & Banquet Center will arrange for security personnel when necessary at any contracted event, the charge for which will be an additional fee to the function host. In accordance with local and state health department regulations, no food or beverage may be taken out of the banquet facility following the event.

### Menus

We will be contacting you in the future to finalize your menu selections. Menu selections should be finalized and submitted no later than fourteen (14) days prior to the event. If you do not find specifically what you would like, we would be pleased to design special menus to fit your needs. *As economic conditions and inflation vary, The Galaxy Restaurant & Banquet Center reserves the right to adjust pricing at its sole discretion. The Galaxy Restaurant & Banquet Center will guarantee the price per person for your event for 180 days prior to your event.*

### Set-Up Fee and Tax

The set-up fee covers expenses of setup, clean up, centerpieces, standard linens and any overhead expenses. The set-up fee (18%) will be added to the food and beverage total. Applicable Ohio sales tax (6.75%) also apply to this charge. Any specialty requested services may also be added to the event total by the client and said services will be subject to Ohio sales tax.

### Gratuity

Our banquet staff are paid wages that are not dependent on gratuity to meet minimum wage requirements. If you feel the staff went above and beyond your expectations please feel free to provide gratuity based on your discretion.

We are currently holding event space for you on a tentative basis. This agreement will only become binding when signed and dated by both the client and The Galaxy Restaurant & Banquet Center along with simultaneous receipt of the client's deposit.

Please review and sign one copy of this event contract and return it to our office with your deposit no later than Monday, September 10, 2018. Thank you again for choosing The Galaxy Restaurant & Banquet Center. It will be a pleasure working with you in making your event a success!

Sincerely,

The Galaxy Restaurant & Banquet Center

Event Name: Franklin Schools Family night

Client Signature



Date

**GALAXY**

David Galley, Banquet Director

Date

## 2019-21 Girls Lacrosse Officials Assignor Contract

\_\_\_\_\_, a representative of \_\_\_\_\_ school or club hereby enters into this agreement with Todd Shapiro, an OHSA certified assigner, to provide officials for the 2019, 2020 and 2021 seasons subject to the terms and conditions below.

1. Schedules shall be provided to the assigner via email or by informing the assigner via email that you have imported the games into Arbiter by no later than February 1. (Note that middle school schedules will need to be provided by March 1.)
2. Assigner will assure that all schedules are in Arbiter by February 15 allowing a period from February 16-28 to allow schools to verify their schedule in Arbiter.
3. Due to the continued shortage of officials no changes to the schedule (including changes to dates, times or locations) are not permitted after March 1 without the mutual consent of the participating schools and the assigner, based on availability of officials. Games may be added to the schedule after March 1 provided there are officials available.
4. Beginning March 1, please allow assigner to make all changes in Arbiter to assure the continuity of the assigning process.
5. Recommended game fees for the 2019 and 2020 seasons are as follows, as recommended in conjunction with the NOWLOA: Varsity only game \$65; JV Only game \$50; Varsity/JV doubleheader \$115; middle school \$50 per game (for games with two or three officials). For the 2021 season Varsity only game \$70; JV Only game \$50; Varsity/JV doubleheader \$120; middle school \$50 per game (for games with two or three officials). Any game that is played with one official, said official shall be paid 150 percent of the prevailing rate for that game.
6. Assigning fees are as follows: 2019 Varsity \$90 per year, per team, per school/club; sub-varsity high school team(s) \$50 per year, per team, per school/club. Middle School \$50 per year, per team, per school/club. An additional fee may be charged if hosting a multi-team playday/tournament at any level below high school varsity. In 2020 assigning fee will increase to \$105 per varsity team, \$65 per JV team and \$55 per middle school team.

7. The assigned officials and the assigner shall be notified by 3:30 p.m. on school days (as early as reasonably possible on non-school days) of any contest cancellation. The assigned officials shall be notified by phone; the assigner shall be notified by phone or email. Failure to provide this notification will result in a \$50 fee being payable to the assigned officials if they travel to game site.
8. Schools will be invoiced for assigning fees on February 15 and all payments shall be received before officials are assigned to home games for the current year.
9. Assigner agrees to assign two or three officials to every regular season varsity game and two officials to every sub-varsity game. The assignor will provide schools/clubs a minimum 24-hour notice if there is a lack of officials to cover a game. While it not possible to assign three officials to every varsity game, the assigner will make every effort to assign three officials to a varsity game if requested by both opposing coaches or the home school administration or at the assigner's discretion based on availability of officials on a given day.

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Assigner Signature: \_\_\_\_\_

*Todd Shapiro*

Date: \_\_September 28, 2018\_\_

Please retain one copy of this contract for your records and return one copy via email as a .pdf file to Todd Shapiro at [ohiodude441@aol.com](mailto:ohiodude441@aol.com) by no later than November 1, 2018.



**WADSWORTH CITY SCHOOLS**

**WADSWORTH HIGH SCHOOL  
CHAIN LINK FENCE BACKSTOP AND  
BARRIER NETTING SYSTEMS**

**625 BROAD STREET  
WADSWORTH, OHIO 44281**

**PROJECT MANUAL**

**October 23, 2018**

**MOTTER & MEADOWS**  
ARCHITECTS

**PROJECT MANUAL INDEX**

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**SPECIFICATIONS:**

- |          |                                                |
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| 11 68 33 | ATHLETIC FIELD EQUIPMENT                       |
| 32 13 13 | CONCRETE PAVING                                |
| 32 31 13 | CHAIN LINK FENCING                             |

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## LEGAL NOTICE

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Sealed bids will be received by the Treasurer, Wadsworth City Schools, at the Wadsworth City School District Charles R. Parsons Administration Building, 524 Broad Street, Wadsworth, OH 44281, until **TBD**, local time, on **TBD**, 2018, for the Wadsworth High School – Fencing and Barrier Netting Systems, based upon specifications prepared by Motter & Meadows Architects. Bids will be opened and read immediately afterwards. Submit all questions to David Patterson by e-mail ([dpatterson@mottermeadows.com](mailto:dpatterson@mottermeadows.com)).

A pre-bid meeting will be held on **TBD**, at **TBD**, at Wadsworth High School Softball / Baseball Fields, 625 Broad Street, Wadsworth, OH 44281.

The project shall be bid as a single contract, in accordance with the Contract Documents.

Contract Documents may be obtained via email from Motter & Meadows Architects, [dpatterson@mottermeadows.com](mailto:dpatterson@mottermeadows.com). Bidders requesting Contract Documents shall submit company name and business address, contact name and email. Request for said documents shall register bidders as Plan Holders of Record.

Addenda shall be issued to Plan Holders of Record.

All bids must be accompanied by a Bid Guaranty in the form of either a Bid Guaranty and Contract Bond for the full amount of the bid (including all add alternates) or a certified check, cashier's check, or an irrevocable letter of credit in an amount equal to 10% of the bid (including all add alternates), as described in the Instructions to Bidders.

No Bidder may withdraw its bid within 60 days after the bid opening. The Wadsworth City Schools Board of Education reserves the right to waive irregularities in bids, to reject any or all bids, and to conduct such investigation as necessary to determine the responsibility of a bidder.

To be advertised in the Medina Gazette on **TBD**, 2018.

## INSTRUCTIONS TO BIDDERS

### 1. EXAMINATION OF CONTRACT DOCUMENTS AND SITE CONDITIONS

- A. Bidders are cautioned to review carefully the site and all parts of the Contract Documents made available to each bidder, including, but not limited to, the Notice to Bidders, Instructions to Bidders, Bid Form, AIA Document A104-2017 Standard Abbreviated Form of Agreement Between Owner and Contractor, Supplementary and/or Special Conditions for the Project (if any), Drawings, and Specifications. The Contract Documents, as defined in the Owner-Contractor Agreement and General Conditions, will govern the relationship between the successful Bidder and the Owner upon execution of an Owner-Contractor Agreement by the Owner and the successful Bidder.
- B. No allowance will be made subsequently for any omission, error, or negligence of the Bidder.
- C. All Bidders must be familiar with the existing conditions in the material and labor markets, as well as the conditions related to the Work, and the fact that a bid is submitted will be construed by the Owner as an agreement by the bidder to carry out the improvements in full conformance with the Specifications and other Contract Documents, notwithstanding the existing conditions.
- D. The successful Bidder will be responsible for coordinating its Work with the Work of other bid packages that require integration of the Bidder's Work.
- E. Failure of a Bidder to attend the pre-bid meeting, if such failure results in the Bidder not fully being familiar with the existing conditions and Project Requirements, will not be considered a basis for additional compensation to the successful Bidder for the Work.
- F. In the event of an inconsistency between the Drawings and Specifications or within either document that is not clarified by addenda, the better quality or greater quantity of Work will be provided in accordance with the Architect's interpretation.

### 2. OWNER & ARCHITECT

- A. The Owner is: Wadsworth City Schools  
524 Broad Street  
Wadsworth, Ohio 44281  
Phone: (330) 356-3571
- B. The Architect is: Motter & Meadows Architects  
600 Market Avenue North  
Canton, Ohio 44702  
Phone: (330) 454-6165

### 3. PROJECT; ESTIMATED COST FOR THE WORK

- A. The Project consists of all labor, materials, equipment, and services necessary to complete construction of the Wadsworth High School – Chain Link Backstop Fencing and Barrier Netting Systems (referred to as the "Project"), to be located at 625 Broad Street, Wadsworth, Ohio 44281, all in accordance with the Drawings and Specifications prepared by the Architect.
- B. The estimated cost for construction of the Work for which bids are being solicited is  
\$ TBD.

### 4. WORK

At this time, bids are being solicited for a single Contract to perform the Work specified:

## 5. **CONTRACT DOCUMENTS**

The Contract Documents consist of the following documents:

- A. Notice to Bidders
- B. Instructions to Bidders
- C. Bid Form
- D. Bid Guaranty and Contract Bond Form
- E. Contractor's Personal Property Tax Affidavit (R.C. § 5719.042)
- F. Contractor Qualifications Statement
- G. Standard Abbreviated Form of Agreement Between Owner and Contractor (AIA Document A104-2017)
- H. Project Specifications and Drawings

Drawings and specifications for the Project may be examined without charge during normal business hours at Motter & Meadows Architects, 600 Market Avenue North, Canton, OH 44702.

PDF files of the Contract Documents may be obtained from Motter & Meadows Architects, 600 Market Avenue North, Canton, OH 44702.; telephone: (330) 454-6165.

Use complete sets of Contract Documents in preparing bids. Neither the Owner nor the Architect assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Contract Documents.

The Owner or the Architect, in making the Contract Documents available on the above terms, do so only for the purpose of obtaining bids for the Work and do not confer a license or grant for any other use.

## 6. **PRE-BID MEETING**

A pre-bid meeting is scheduled on **TBD**, 2018, at **TBD** p.m. Meeting will be held at the Project Site, 625 Broad Street, Wadsworth, OH 44281.

## 7. **PREPARATION OF BIDS**

- A. Use the "Bid Form" furnished with the Contract Documents for the bid submitted.
- B. Complete all blank spaces, in ink or typewritten, in words and figures, and in figures only where no space is provided for words, and signed by the Bidder. The wording on the Bid Form should be used without change, alteration, or addition. Any change in the wording or omission of specified accompanying documents may cause the bid to be rejected. If both numbers and words are requested for any bid item, the amount in words will prevail if there is an inconsistency between the numbers and words written.
- C. Note receipt of Addenda on the Bid Form. If the Bidder fails to acknowledge receipt of each Addendum, the Bid may be deemed non-responsive, unless the Bid amount reflects receipt of the Addendum or the Addendum involves only a matter of form and does not affect the price, quantity or quality of the Work to be performed.
- D. Submit two (2) copies of the completed Bid Form to the Owner. Sign the Bid Form with the name typed or printed below the signature. Do not submit a bid by facsimile transmission. A Bidder that is a corporation must 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.
- E. Enclose the Bid in a sealed opaque envelope with the Bidder's name, title of the Project, and the Bid Package number(s) printed in the upper left hand corner and addressed as follows: Office of the Treasurer, Wadsworth City Schools (Attention: Douglas Beeman), 524 Broad

Street, Wadsworth, Ohio 44281. Bids must be received at the designated location for the bid opening before **TBD p.m. on TBD, 2018**. If the bid is delivered by other than personal delivery, enclose the completed Bid Form and other required documents, in a separate envelope with the notation "SEALED BID ENCLOSED FOR WADSWORTH HIGH SCHOOL – CHAIN LINK BACKSTOP AND BARRIER NETTING SYSTEMS; DELIVER IMMEDIATELY TO DOUGLAS BEEMAN" on the face of the envelope with the date and time of the bid opening noted.

- F. Include an appropriate form of Bid Guaranty (see Section 8 below) with the completed Bid Form.
- G. Take the following precautions in preparing the bid submittal:
  - 1. Sign the Bid Form and check to insure all blank spaces have been filled in with requested information and that the specified accompanying documents (listed in Item F above) have been included in a sealed opaque envelope addressed as described in Item E above.
  - 2. When the Bid Form includes one or more Alternate items under a bid category, indicate whether the sum stated for each Alternate item is an addition or deduction to the base bid amount. If a Bidder inserts "0" or "\$0" or "Zero" in an Alternate blank, it will be assumed that the Bidder will provide the specified work or item covered by that Alternate for no additional cost. If the Bidder inserts "no bid" or leaves the Alternate blank, it will be assumed that the Bidder is not including the work covered by this Alternate in its bid. If the Bidder inserts an amount in the Alternate blank, without indicating whether it is an addition or deduction to the base bid amount, it will be assumed that the amount is an addition, unless the Bid Form clearly indicates that it is a deduct item only.
  - 3. When the Bid Form requests unit prices, insert the unit prices requested. Unit prices will not be used to determine the lowest responsible bidder.
  - 4. When applicable, make sure that the Bid Guaranty is properly executed and signed by:
    - (a) The Bidder
    - (b) The Surety or Sureties
  - 5. Make sure that the amount of the Bid Guaranty (if the Bid Guaranty is in the form of a certified check, letter of credit, or cashier's check) is for a specific sum in an amount as instructed in Section 9 below. If the Bid Guaranty is in the form of the Bid Guaranty and Contract Bond, the amount may be left blank; if an amount is inserted, it must equal the total of the base bid and all add alternates included. Failure to state an amount equal to the total of the base bid and all add alternates renders the bid non-responsive if the Owner selects alternates not included in the amount.
  - 6. Make sure that the appropriate bid package and scope of work is inserted in the correct space on the Bid Guaranty and Contract Bond Form. Failure to include work covered by the bid submitted may make the bid non-responsive.
  - 7. Combined Bids. See Instructions included on the Bid Form.
- H. The Bidder assumes full responsibility for timely delivery of the Bid Form to the location designated for receipt of bids. Any bid received after the time and date designated for receipt of bids will be returned unopened.

## 8. BONDS AND GUARANTEES

- A. Bid Guaranty: Furnish a Bid Guaranty, as prescribed in Sections 153.54, 153.57, and 153.571 of the Ohio Revised Code, in the form of either: (1) a bond for the full amount of the bid in the form of the Bid Guaranty and Contract Bond included in the Contract Documents (the blank for the amount may be left blank); or (2) a certified check, cashier's

check, or irrevocable letter of credit in an amount equal to 10% of the total bid amount (the base bid plus all add alternates). **NOTE: AIA Bid Bond forms are not acceptable.**

- B. Contract Bond: The successful Bidder, who, as a Bid Guaranty, submits a certified check, cashier's check, or irrevocable letter of credit in an amount equal to 10% of the total bid amount, 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 before the contract is signed. **NOTE: AIA Bond forms are not acceptable.**
- C. The bond must be issued by a surety company authorized by the Ohio Department of Insurance to transact business in the State of Ohio and acceptable to the Owner. 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
- D. All bonds must be signed by an authorized agent of an acceptable surety and by the Bidder.
- E. Surety bonds must be supported by credentials showing the Power of Attorney of the agent, a certificate showing the legal right of the Surety Company to do business in the State of Ohio, and a financial statement of the Surety. Either a certificate of authority or certificate of compliance issued by the Ohio Department of Insurance is acceptable. The certificate of compliance and financial statement supporting a combined bid guaranty and contract bond may be submitted after the bid opening as part of the bidder evaluation process. If a bidder provides a certificate of compliance, a separate financial statement is not required.
- F. The Bid Guaranty, as applicable, must be in the name of or payable to the order of the Owner.
- G. Type or print the name, address, and telephone/fax numbers of the Surety and the name, address, and telephone/fax numbers of the Surety's Agent on the bond form.

## 9. **METHOD OF AWARD**

- A. All bids will remain open for acceptance for 60 days following the day of the bid opening, but the Owner may, in its sole discretion, release any bid and return the Bid Guaranty prior to that date. The Bid Guaranty is subject to forfeiture, as provided in the Ohio Revised Code, if a bid is withdrawn during the period when bids are being held.
- B. The Owner reserves the right, in its sole discretion, to reject any, part of any, or all bids and to waive any informalities and irregularities at any time prior to execution of the contract by the Owner. Each Bidder expressly acknowledges this right of the Owner to reject any or all bids, or to reject any incomplete or irregular bid. The Owner will award a single contract for each of the bid packages listed above or one or more combined contracts for combinations of the Bid Packages. Bidders must furnish all information requested on or accompanying the Bid Form. Failure to do so may result in disqualification of the bid.
- C. Determination of whether a Bid is Responsive. Before evaluating a Bidder's responsibility, the Owner will review the bid submitted to determine whether it is responsive. A bid is responsive that includes a properly completed Bid Form, covers the specified scope of work, and is accompanied by an acceptable form of Bid Guaranty. A bid must be responsive before the Owner will evaluate the Bidder's responsibility. Examples of non-responsiveness, which would result in a bid not being accepted and reviewed, include (but are not limited to) the following: failure to sign the Bid Form, failure to acknowledge an addendum that addresses the bid amount, inclusion of qualifications on the Bid Form or on a separate sheet with the Bid Form, failure to sign the Bid Guaranty, failure to provide a form of Bid Guaranty permitted by

the Ohio Revised Code, failure to use the Bid Form included in the Project Manual provided to bidders, failure to include a bid amount for an Alternate selected by the Owner, or failure to include a unit price or allowance requested on the Bid Form. If a bid is determined to be not responsive, it will be returned to the Bidder and will not be considered by the Owner for award of a contract.

- D. Determination of Lowest Responsible Bid. Subject to the right of the Owner to reject any or all bids, the Owner will award the Contract for the Work to the Bidder submitting the lowest responsible bid, taking into consideration accepted alternates. The Owner, in its sole discretion, will determine whether a bid is responsive to the specifications or a bidder is responsible. In evaluating bids, the Owner will consider the qualifications of the Bidders, whether or not the bids comply with the prescribed requirements, and alternatives and unit prices, if requested, on the Bid 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 Bidders, proposed distributors and material suppliers, 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 Owner reserves the right to reject the bid of any Bidder that does not pass the evaluation to the Owner's satisfaction. The factors to be considered by the Owner in making its determination as to whether the Bidder is a responsible bidder, include the following as the Owner, in its discretion, deems appropriate and may give such weight thereto as it deems appropriate:

- a. The Bidder's work history. The Bidder should have a record of consistent customer satisfaction and of consistent completion of projects, including projects that 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 Bidder's management operates or has operated another construction company, the Owner may consider the work history of that company in determining responsibility of the Bidder.

The Bidder authorizes the Owner and its representatives to contact the owners and design professionals (and construction managers, if applicable) on projects on which the Bidder has worked, and authorizes and requests such owners and design professionals (and construction managers) to provide the Owner with a candid evaluation of the Bidder's performance. By submitting its bid, the Bidder agrees that if it or any person, directly or indirectly, brings an action against any of such owners or design professionals (or construction manager) or the employees of any of them as a result of or related to such candid evaluation and such action is not successful, the Bidder will reimburse such owners, design professionals (and construction managers), and the employees of each of them for all legal fees and expenses incurred by them related to such legal action. This obligation is expressly intended for the benefit of such owners, design professionals (and construction managers), and the employees of each of them.

- b. The Bidder's financial ability to complete the Contract successfully and on time without resort to its Surety;
- c. The Bidder's prior experience with similar work on comparable or more complex projects; the Bidder should be in the business and regularly engaged in the type of construction specified for the bid package for which it submits a bid for a minimum period of five (5) years and be properly licensed in the jurisdiction where the Project is constructed; in addition, the Bidder must show that it is able to provide through either an in-house or outside consultant a registered design professional to sign and seal the final Drawings that the Contractor must prepare for the Project;
- d. The Bidder's prior history for the successful and timely completion of projects;
- e. The Bidder's equipment and facilities;
- f. The adequacy, in numbers and experience, of the Bidder's work force to complete the Contract successfully and on time, and the Bidder's in-house design professional or

consultant for completing the design of the project for installation, including systems, and stamping drawings needed to submit for plan approvals and building permits.

- g. The Bidder's prior experience on other projects of the Owner and/or Architect, including the Bidder'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 Architect;
  - h. The Bidder's compliance with federal, state, and local laws, rules, and regulations, including but not limited to the Occupational Safety and Health Act;
  - i. The Bidder's participation in a drug-free workplace program acceptable to the Owner, and the Bidder's record for both resolved and unresolved findings for recovery as defined in Ohio Revised Code Section 7.24;
  - j. The Owner's prior experience with the Bidder's surety;
  - k. Depending upon the type of the work, other essential factors, as the Owner may determine and as are included in the specifications for the Work; and/or
  - l. The foregoing information with respect to each of the Subcontractors that the Contractor intends to use on the Project.
- D. Within three (3) business days after receipt of the bids, the apparent low Bidder, if requested by the Architect, will complete and submit to the Architect the Contractor Qualifications Statement form included in the Project Manual, and thereafter provide the Architect promptly with such additional information as the Architect may request regarding the Bidder's responsibility. Additionally, upon request from the Architect, any other Bidder will promptly complete and submit to the Architect the Contractor Qualifications Statement included in the Project Manual, and such additional information as the Architect may request regarding the Bidder's responsibility. A Bidder will submit any requested information within three (3) business days of the date on the request.
- E. The failure to submit requested information on a timely basis may result in the determination that the Bidder is not responsible.
- F. By submitting its bid, the Bidder agrees that the Owner's determination of a bid's responsiveness or a bidder's responsibility shall be final and conclusive, and that if the Bidder or any person challenges such determination in any legal proceeding and is not successful, the Bidder shall reimburse the Owner for all legal fees and expenses incurred by the Owner that are related to such challenge, including the costs of collection.
- G. Within three (3) business days of receipt of the bids or such longer time as may be permitted in writing by the Architect, the apparent low Bidder will submit the following:
- a. The list of all proposed Subcontractors and vendors.
  - b. The breakdown of Labor and Material for the Project, including the sum thereof.
  - c. Surety Certificate of Compliance showing the authority of the company to conduct business in Ohio.
  - d. Surety's financial statement.
  - e. Certificate of Insurance
  - f. List of past job references or the Contractor Qualifications document (if requested)
- H. Affidavit as to Personal Property Taxes. The successful Bidder will be required to submit, prior to the time of the entry into the Contract, an affidavit in the form required by Section 5719.042, Ohio Revised Code, regarding the status of the Bidder's personal property taxes. A copy of the form of the affidavit is included in the Contract Documents.
- J. No Bidder may withdraw its bid within sixty (60) days after the date bids are opened. The Owner reserves the right to waive any formalities or irregularities or to reject any or all bids.

- K. The Owner reserves the right to disqualify bids, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Bidder.

## **10. SUBSTITUTIONS/NON-SPECIFIED PRODUCTS**

- A. Certain brands of material or apparatus are specified in the Contract Documents. Each bid will be based on these brands, which may be referred to in the Contract Documents as Standards. The use of another brand (referred to as a substitution or proposed equal in the Contract Documents, when the a bidder or the contractor seeks to have a different brand of material or apparatus than that specified approved by the Owner for use in the Project) may be requested as provided herein. Substitutions, however, will not be considered in determining the lowest responsible bid, unless the substitution has been requested and approval of the brand issued through addenda.
- B. The products specified in the Contract Documents establish a standard of required function, dimension, appearance, and quality.
- C. Prime Contractors wishing to obtain approval to bid non-specified products must submit written requests to the Architect a minimum of seven (7) working days before the bid date and hour. The request must include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution, including the name of the proposed manufacturer and/or product and a complete description of the proposed product including manufacturer's name and model number or system proposed, drawings, product literature, performance and test data, color selections or limitations, and any other information necessary for evaluation. Include a statement describing any changes in other materials, equipment, or other work that would be required if the proposed product is incorporated in the materials, equipment, or other work that would be required if the proposed product is incorporated in the work. The burden of proof of the merit of the proposed product is on the proposer. The Architect's decision of approval of a proposed product will be final.

The following will be cause for rejection of a proposed substitution:

- (1) Requests submitted by subcontractors, material suppliers, and individuals other than Prime Contractors;
  - (2) Requests submitted without adequate documentation;
  - (3) Requests received after the specified cut-off date.
- D. When the Architect approves a product submission before receipt of bids, the approval will be included in an Addendum and bidders may include the pricing of this product in their bid. Bidders are not to rely on approvals made in any other manner.
  - E. In proposing a non-specified product or a substitution, the Bidder represents and warrants that each proposed product will not result in any changes to the Project, including changes to the Work of other contractors, or any decrease in the performance of any equipment or systems to be installed in the Project and agrees to pay any additional costs incurred by the Owner and the Owner's consultants as a result of a non-specified or substitute product that is accepted.
  - F. Following the award of the Contract, no substitutions for specified products will be permitted, except through a Change Order. The Owner in its sole discretion may decline to consider a substitution for a Change Order.

## **11. ALTERNATES**

- A. The Owner may request bids on alternates. If the Owner requests bids on alternates, the bidder should include the cost of the alternates requested on its Bid Form. Failure to include a cost, credit, or "no cost" entry in the blank on the Bid Form for an alternate may render a bid non-responsive if the Owner selects that alternate at the time it awards the contract.

Selection of alternates is at the sole discretion of the Owner and may affect who is the apparent low bidder.

- B. A Voluntary Alternate Bid (or Voluntary Alternate) is an amount proposed by the Bidder for alternative materials, products, or equipment not described in the Contract Documents or otherwise approved as a substitution as identified under Section 11. A Voluntary Alternate must be submitted to the Architect for review prior to submittal of the Bid through the process described in Section 11. A contract will not be awarded on the basis of a voluntary alternate included with the Bid Form that has not been submitted to the Architect for review and a decision within the time period stated in Section 11. The Architect's decision to accept or not to accept a proposed Voluntary Alternate will be final.
- B. At the time of awarding the contract, the Owner will select or reject alternates as it determines is in its best interest. A bidder's failure to include in its Bid Form the cost of an alternate selected by the Owner and applicable to the bidder's work may render the bid non-responsive and be grounds for the rejection of the bid. If the Owner does not select the alternate, the failure to include the cost of an alternate will not be deemed material.
- C. The Bidder acknowledges that although there is an estimate for the cost of the Project, the market conditions may and frequently do result in the estimate being different from the sum of the bids received, either higher or lower. The Bidder understands that the Owner may include alternates, which may include deduct alternates as well as add alternates, to give it flexibility in building the Project with the funds that are available. The Bidder further understands and acknowledges that use of add and deduct alternates is a long held customary practice in the construction industry in the State of Ohio. The Bidder also acknowledges that the Owner will not make a decision about the alternates on which to base the award of contracts until the bids are received, and the Owner can compare its available funds with the base bids and the cost or savings from selecting different alternates. The Bidder understands and acknowledges that the award to the lowest responsible Bidder will be based on the lowest base bid plus selected alternates, and may result in an award to a Bidder other than the Bidder that submitted the lowest base bid.
- D. If, during the progress of the Work, the Owner desires to reinstate any alternate not included in the contract, the Owner reserves the right to reinstate the alternate at the price bid by the contractor provided that such action is taken in sufficient time so as not to delay the progress of the work or cause the contractor additional expense.

## **12. UNIT PRICES**

- A. If unit prices are requested in the Bid Form for a Prime Contract on which the Bidder submits a bid, the Bidder should provide a unit price. Unless otherwise expressly provided in the Contract Documents, such unit prices will be deemed to include all labor, materials, and services necessary for the timely and proper installation of the item for which the unit prices are requested. The unit prices stated on the Bid Form will be the basis for any Change Orders entered into under the Owner-Contractor Agreement, unless the Architect determines that the use of such unit prices will cause substantial inequity to either the Contractor or the Owner.
- B. Requested unit prices will not be considered in the award and determination of the lowest responsible bid.
- C. Failure to include unit prices requested on the Bid Form may render the bid non-responsive and be a basis for rejection of the bid by the Owner.

## **13. ADDENDA**

- A. Any explanation, interpretation, correction or modification of the Contract Documents will be issued in writing in the form of an Addendum, which shall be the only means considered binding; explanations, interpretations, etc., made by any other means will NOT be legally binding. All Addenda will become a part of the Contract Documents. The Architect will issue Addenda to clarify bidders' questions and/or to change, alter, or supplement the Contract Documents. The Owner reserves the right to issue clarifications that do not change the specifications and which will not be considered addenda, if there is a need to change the bid date or issue a revised bid form or some other item that does not change the specifications.
- B. Submit questions to the Architect in advance, to allow sufficient time for a response. All Addenda will be issued except as hereafter provided, and mailed or otherwise furnished to persons who have obtained Contract Documents for the Project, at least seventy-two (72) hours prior to the published time for the opening of bids, excluding Saturdays, Sundays and legal holidays. If any Addendum is issued within such seventy-two (72) hour period, then the time for opening of bids will be extended one (1) week with no further advertising of bids required.
- C. Copies of each Addendum will be sent only to the Contractors to whom Contract Documents have been issued. Receipt of Addenda shall be indicated by Bidders in the space provided on the Bid Form. Each Bidder should confirm with the Architect prior to submitting its bid whether any addenda have been issued and that it has received all such addenda.
- D. Carefully read and review the Contract Documents and immediately bring to the attention of the Architect any error, omission, inconsistency, or ambiguity therein.
- E. If a Bidder fails to indicate receipt of all Addenda through the last Addenda issued by the Architect on its Bid Form, the bid of such Bidder will be deemed to be responsive only if:
  - (1) 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
  - (2) The Addendum involves only a matter of form or is one which has either no effect or has merely a trivial or negligible effect on price, quantity, quality, or delivery of the item bid upon.

#### **14. INTERPRETATION**

- A. If a Bidder contemplating submitting a bid for the proposed Project is in doubt as to the true meaning of any part of the Specifications or Contract Documents, it may submit a written request for an interpretation thereof to the individual identified on page 1.  
 Any interpretation of the proposed documents will be made by Addendum only, duly signed by the Architect, and a copy of such Addendum will be mailed or delivered to each Bidder receiving a set of Contract Documents. The Owner will not be responsible for any other explanation or interpretation of the proposed documents.
- B. In interpreting the Contract Documents, words describing materials that have a well-known technical or trade meaning, unless otherwise specifically defined in the Contract Documents, will be construed in accordance with the well-known meaning recognized by the trade.
- C. Bidders are responsible for notifying the Architect in a timely manner of any ambiguities, inconsistencies, errors or omissions in the Contract Documents. The Bidder will not, at any time after the execution of the Contract, be compensated for a claim alleging insufficient data, incomplete Contract Documents, or incorrectly assumed conditions regarding the nature or character of the Work, if no request was made by the Bidder prior to the bid opening.

#### **15. 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 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 to the

vendors or suppliers when the materials are acquired. The Owner will execute properly completed certificates on request.

**16. DATE FOR COMPLETION/LIQUIDATED DAMAGES**

- A. Date for Substantial Completion. The successful Bidder will have its Work on the Project substantially completed (as Substantial Completion is defined in the Contract Documents) on or before the following dates:

Project Complete: **March 1, 2018**

The Date for Substantial Completion may be extended only by Change Order, other Modification, or by a Claim that is Finally Resolved, as Finally Resolved is defined in the Contract Documents. **By submitting its Bid, the Bidder agrees that the period for performing the Work is reasonable.**

- B. Liquidated Damages. If the successful Bidder does not have its Work on the Project substantially complete by its Date for Substantial Completion, the Owner will be entitled to recover from or set off from amounts due the successful Bidder, as Liquidated Damages, and not as a penalty, the amounts set forth in the applicable table included in the Owner/Contractor Agreement for each and every calendar day beyond the Date of Substantial Completion that the Contractor's Work is not Substantially Complete. In addition to such Liquidated Damages, the Bidder agrees to indemnify, defend and hold the Owner and its employees and agents harmless from any and all claims, whether or not such claims are proven, and from all costs and expenses incurred as a result of such claims, including but not limited to attorneys' and consultants' fees and expenses, provided that such claims arise out of or are related to the Bidder's failure to achieve Substantial Completion of its Work by its Date for Substantial Completion. The Bidder's obligation to indemnify, defend and hold the Owner harmless under this section of the Instructions to Bidders is joint and several.
- C. The Bidder acknowledges, by submitting its bid for the Work and entering into a Contract with the Owner, that such amounts of Liquidated Damages represent a reasonable estimate of the actual damages for loss of or interference with the intended use of the Project that the Owner would incur if the Work is not Substantially Complete by its Date for Substantial Completion and thereafter is not Finally Complete.

**17. PREVAILING WAGE (Prevailing Wage Rates Do Not Apply to this Project)**

**18. OWNER'S RIGHT TO WAIVE DEFECTS AND IRREGULARITIES**

- A. The Owner reserves the right to waive any and all irregularities provided that the defects and irregularities do not affect the amount of the bid in any material respect or otherwise give the Bidder a competitive advantage.
- B. By submitting its bid, the Bidder agrees that (i) the Owner's determination of whether a defect or irregularity affects the amount of the bid in any material respect or otherwise gives the Bidder a competitive advantage will be final and conclusive; and (ii) the Bidder will pay the Owner's attorneys' and consultants' fees related to any challenge to the bid procedure or process, brought directly or indirectly by the Bidder and/or any of its affiliates, which is unsuccessful.

**19. EXECUTION OF CONTRACT**

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

- b. Contract Bond, if the Bidder did not submit a Bid Guaranty and Contract Bond with its bid, with supporting documentation to show the authority of the to conduct business in the State of Ohio and the surety's financial statement;
- c. Insurance Certificates;
- d. Valid Workers' Compensation Certificate;
- e. Personal Property Tax Affidavit;
- f. Any other documents identified in the Contract Documents for submission with the signed agreement.

The failure of the successful Bidder to execute and deliver the required documents will constitute a default that entitles the Owner to the Bidder's bid guaranty, as provided in the Ohio Revised Code.

## 20. MODIFICATION/WITHDRAWAL OF BIDS

- A. Modification. A Bidder may modify its bid by written communication to the Owner addressed to the Owner, attention of the Superintendent and Treasurer, at the Owner's address at any time prior to the scheduled closing time for receipt of bids, provided such written communication is received by the Superintendent and Treasurer prior to the bid deadline. The written communication must not reveal the bid price, but should provide the addition or subtraction or other modification so that the final prices or terms will not be known until the sealed bid is opened. If the Bidder's written instructions with the change in bid reveal the bid amount in any way prior to the bid opening, the bid may be rejected as non-responsive.
- B. Withdrawal Prior to Bid Deadline. A Bidder may withdraw its bid at any time for any reason prior to the bid deadline established in the Notice to Bidders. The request to withdraw must be made in writing and submitted to the Owner, attention of the Superintendent and Treasurer, at the Owner's address. The request for withdrawal must be received by the Superintendent and Treasurer prior to the time of the bid opening.
- C. Withdrawal after Bid Deadline.
  - (1) All bids will remain valid and open for acceptance for a period of at least 60 days after the bid opening; provided, however, that a Bidder may request withdrawal its bid from consideration after the bid deadline when all of the following apply:
    - (a) the price bid was substantially lower than the other bids;
    - (b) the reason for the bid being substantially lower was a clerical mistake, rather than a mistake in judgment, and was due to an unintentional and substantial error in arithmetic or an unintentional omission of a substantial quantity of work, labor, or material;
    - (c) the bid was submitted in good faith;
    - (d) the Bidder provides written notice to the Owner, to the attention of the Project Contact, within two (2) business days after the bid opening for which the right to withdraw is claimed.
  - (2) No bid may be withdrawn under this provision if the result would be the awarding of the contract on another bid for the bid package from which the Bidder is withdrawing its bid to the same Bidder.
  - (3) If a bid is withdrawn under this provision, the Owner may award the Contract to another Bidder determined by the Owner to be the lowest responsible bidder or the Owner may reject all bids and advertise for other bids. In the event the Owner advertises for other bids, the withdrawing Bidder is responsible to pay the costs incurred in connection with the rebidding by the Owner, including the cost of printing new Contract Documents, required advertising, and printing and mailing notices to

prospective bidders, if the Owner finds that such costs would not have been incurred but for such withdrawal.

**21. EQUAL EMPLOYMENT OPPORTUNITY/NONDISCRIMINATION**

- A. Minority, female, and disadvantaged businesses will be afforded full opportunity to submit bids, 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 bidder(s) must 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 form to be executed by the successful Bidder contains nondiscrimination provisions as required by Ohio Revised Code Sections 153.59 and 153.60.

**22. AVAILABLE PROJECT INFORMATION.**

- A. The following reports (referred to as "Technical Data") related to the Project, is available if requested by a bidder:
  - 1. Subsurface Investigation Report, prepared by Timmerman Geotechnical Group, Inc. for the Owner for use in design of the project.
- B. Limited Reliance by Bidder on Technical Data Authorized. Each Bidder, in preparing its bid, may rely upon the general accuracy of the Technical Data contained in the reports and drawings described above, but such reports and drawings are not Contract Documents. Except for such reliance on such Technical Data, Bidder may not, if awarded a contract for the work, rely upon or make any claim against the Owner or Architect, or any of their agents or employees, with respect to the following:
  - 1. the completeness of such reports and drawings for Bidder's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by the successful Bidder, and safety precautions and programs incident thereto; or
  - 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
  - 3. any interpretation by the successful Bidder of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information. For example, all interpolations and extrapolations of data performed by the Bidder to estimate locations or quantities of subsurface strata are independent factual assumptions, which Owner does not warrant.

**END OF INSTRUCTIONS TO BIDDERS**

## BID FORM

1.01 BID SUBMITTED BY:

\_\_\_\_\_  
(Contractor)

DATED: \_\_\_\_\_

1.02 DELIVER TO:

**Office of the Treasurer  
Wadsworth City Schools Administration Building  
524 Broad Street  
Wadsworth, Ohio 44281**

1.03 Having viewed the Drawings and read the Specifications for the Project entitled:

**Wadsworth High School  
Chain Link Fence Backstop and Barrier Netting Systems  
625 Broad Street  
Wadsworth, Ohio 44281**

and having also received, read and taken into account the following Addenda:

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_;  
Addendum No. \_\_\_\_\_, dated \_\_\_\_\_;  
Addendum No. \_\_\_\_\_, dated \_\_\_\_\_;  
Addendum No. \_\_\_\_\_, dated \_\_\_\_\_;

and likewise having inspected the site and the conditions affecting and governing the Project and confirmed the location of the site utilities and all existing structures, the undersigned hereby proposes to furnish all materials and to perform all labor, as specified and described in the said Specifications and/or as shown on the said Drawings for all work necessary to complete the Work for which it submits a bid on a timely basis and in accordance with the Contract Documents regardless of whether expressly provided for in such Specifications and Drawings.

- 1.04 Before completing the Bid Form, the undersigned represents that it has carefully reviewed the Notice to Bidders, Instructions to Bidders, Bid Form, Form of Bid Guaranty and Contract Bond, Contractor's Affidavit (ORC 5719.042), Owner-Contractor Agreement (AIA Document A101-2007) (as modified), General Conditions of the Contract (AIA A201-2007) (as modified), and the Project Drawings and Specifications. Failure to comply with requirements for submitting a bid to perform specified Work as outlined in the Contract Documents may be cause for a bid not to be considered or to be rejected.
- 1.05 **BONDS AND CONTRACT:** If the undersigned is notified that it is the lowest responsible bidder for specified Work, it agrees to furnish the required contract bond, if it did not submit a combined bid guaranty and contract bond with its bid, and to sign the owner/contractor agreement as indicated in Instructions to Bidders.
- 1.06 **COMPLETION OF WORK:** By submitting a bid, the undersigned agrees that it will substantially complete its Work as required by the Contract Documents if it is the successful bidder for award of a contract.

NOTE A: Do not alter the wording on the Bid Form.

NOTE B: Base the bid amount only on the "Brands" specified.

- 2.01 BID: All labor and material for the contract listed below. Bidder is to fill in all blanks for which a bid is being submitted.

(1) **BASE BID FOR ALL CHAIN LINK FENCE BACKSTOP AND BARRIER NETTING SYSTEMS CONTRACT WORK.**

Total of all labor and material to complete the specified Work, for the sum of:

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

(2) **ALTERNATE NO. 1**

Furnish and install 50'-0" high barrier netting system at baseball field, in lieu of 40'-0" high barrier netting system, with pole locations, netting and 5'-0" high tilted inward portion in same configuration as 40'-0" high system plan.

Total labor and materials ADD, to complete the specified Work, for the sum of:

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

3.01 INSTRUCTIONS FOR SIGNING

- A. The person signing for a sole proprietorship must be the sole proprietor or his authorized representative. The name of the sole proprietor must be shown below.
- B. The person signing for a partnership must be a partner or his authorized representative.
- C. The person signing for a corporation must be the president, vice president or other authorized representative; or he must show authority, by affidavit, to bind the corporation.
- D. The person signing for some other legal entity must show his authority, by affidavit, to bind the legal entity.

4.01 BIDDER CERTIFICATIONS. The Bidder hereby acknowledges that the following representations in this bid are material and not mere recitals:

- 1. The Bidder has read and understands the Contract Documents and agrees to comply with all requirements of the Contract Documents, regardless of whether the Bidder has actual knowledge of the requirements and regardless of any statement or omission made by the Bidder which might indicate a contrary intention.
- 2. The Bidder represents that the bid contains the name of every person interested therein and is based upon the Standards specified by the Contract Documents.
- 3. The Bidder has visited the Project site, become familiar with local conditions and has correlated personal observations about the requirements of the Contract Documents. The Bidder has no outstanding questions regarding the interpretation or clarification of the Contract Documents.
- 4. The Bidder and each person signing on behalf of the Bidder certifies, and in the case of a bid by joint venture, each member thereof certifies as to such member's entity, under penalty of perjury, that to the best of the undersigned's knowledge and belief: (a) the Base Bid, any Unit Prices and any Alternate bid in the bid have been arrived at independently without collusion, consultation, communication or agreement, or for the purpose of restricting competition as to any matter relating to such Base Bid, Unit Prices or Alternate bid with any other Bidder; (b) unless otherwise required by law, the Base Bid, any Unit Prices and any Alternate bid in the bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the bid opening, directly or indirectly, to any other Bidder who would have any interest in the Base Bid, Unit Prices or Alternate bid; (c) no attempt has been made or will be made by the Bidder to induce any other Person to submit or not to submit a bid for the purpose

5. The Bidder will execute the form of Owner/Contractor Agreement in the form included with the Contract Documents, if a Contract is awarded on the basis of the information included on this Bid Form, and if the Bidder does not execute the Owner/Contractor Agreement for any reason, other than as authorized by law, the Bidder and the Bidder's Surety are liable to the Owner as provided in the Instructions to Bidders.
6. The Bidder certifies that the upon the award of a Contract, the Contractor will make a good faith effort to ensure that all of the Contractor's employees, while working on the Project site, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
7. The Bidder agrees to furnish any information requested by the Architect or the Owner's authorized representative to evaluate that the Bidder is responsible and that the bid is responsive to the specifications.
8. The Bidder agrees to furnish the submittals required by the Instructions to Bidders for execution of the Owner/Contractor Agreement within 10 days of the date of the Notice of Intent to Award or Notice of Award.
9. The Bidder certifies that it has no unresolved findings for recovery issued by the Auditor of State.

BIDDER IS: \_\_\_\_\_  
(sole proprietor, partnership, corporation or other legal entity)

Federal Tax ID No. \_\_\_\_\_

BID FORM - 3



## Sales and Use Tax Construction Contract Exemption Certificate

### Identification of Contract:

Contractee's (owner's) name: Wadsworth City Schools  
Exact location of job/project: 625 Broad Street, Wadsworth, Ohio 44281  
Name of job/project as it appears on contract documentation: Wadsworth HS - Chain Link Fence Backstop and Barrier Netting Syst.

The undersigned hereby certifies that the tangible personal property purchased under this exemption certificate was purchased for incorporation into:

|                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                 |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input checked="" 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"/> 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"/> A house of public worship or religious education;                                                                                                                                                                                                      |
| <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"/> A building under a construction contract with an organization exempt from taxation under Internal Revenue Code section 501(c)(3) when the building is to be used exclusively for the organization's exempt purposes;                                   |
| <input type="checkbox"/> The original construction of a sports facility under R.C. section 307.696;                                                                                                                                                                                               | <input type="checkbox"/> A hospital facility entitled to exemption under R.C. section 140.08;                                                                                                                                                                                   |
| <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; | <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). |

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

Name: \_\_\_\_\_  
Signed by: \_\_\_\_\_  
Title: \_\_\_\_\_  
Street address: \_\_\_\_\_  
City, state, ZIP code: \_\_\_\_\_  
Date: \_\_\_\_\_

### Subcontractor

Name: \_\_\_\_\_  
Signed by: \_\_\_\_\_  
Title: \_\_\_\_\_  
Street address: \_\_\_\_\_  
City, state, ZIP code: \_\_\_\_\_  
Date: \_\_\_\_\_

### Owner/Contractee

Name: Wadsworth City Schools  
Signed by: \_\_\_\_\_  
Title: Doug Beeman, Treasurer  
Street address: 524 Broad Street  
City, state, ZIP code: Wadsworth, Ohio 44281  
Date: \_\_\_\_\_

### Political Subdivision

Name: Same as Owner/Contractee  
Signed by: \_\_\_\_\_  
Title: \_\_\_\_\_  
Street address: \_\_\_\_\_  
City, state, ZIP code: \_\_\_\_\_  
Date: \_\_\_\_\_

**BID GUARANTY AND CONTRACT BOND**  
(O.R.C. § 153.571)

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned \_\_\_\_\_  
\_\_\_\_\_ ("Contractor") as principal and \_\_\_\_\_  
\_\_\_\_\_ as surety are hereby held and  
firmly bound unto the Board of Education of the Wadsworth City Schools, located in Medina County, Ohio,  
as obligee in the penal sum of the dollar amount of the proposal submitted by the principal to the obligee  
on \_\_\_\_\_

\_\_\_\_\_, 2018, to perform \_\_\_\_\_ Work at the Wadsworth High  
School – Chain Link Fence Backstop and Barrier Netting Systems ("Project"). The penal sum referred to  
herein shall be the dollar amount of the principal's proposal to the obligee, incorporating any additive or  
deductive Alternates made by the principal on the date referred to above to the obligee, which are  
accepted by the obligee. In no case shall the penal sum exceed the amount of \_\_\_\_\_

\_\_\_\_\_. (If the foregoing blank is not filled in, the penal sum will be the full amount of the  
principal's proposal, including all Alternates. Alternatively, if the blank is filled in the amount stated must  
not be less than the full amount of the proposal including add Alternates, in dollars and cents. A  
percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby  
jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that whereas the above named principal has  
submitted a proposal for work on the Project.

Now, therefore, if the obligee accepts the proposal of the principal and the principal fails to enter  
into a proper contract in accordance with the proposal, plans, details, specifications, and bills of material;  
and in the event the principal pays to the obligee the difference not to exceed ten percent (10%) of the  
penalty hereof between the amount specified in the proposal and such larger amount for which the obligee  
may in good faith contract with the next lowest proposer to perform the work covered by the proposal; or in  
the event the obligee does not award the contract to the next lowest proposer and resubmits the project  
for proposals, the principal pays to the obligee the difference not to exceed ten percent (10%) of the  
penalty hereof between the amount specified in the proposal, or the costs, in connection with the  
resubmission, of printing new contract documents, required advertising, and printing and mailing notices  
to prospective proposers, whichever is less, then this obligation shall be null and void, otherwise to remain  
in full force and effect; if the obligee accepts the proposal of the principal and the principal within ten (10)  
days after the awarding of the contract enters into a proper contract in accordance with the proposal,  
plans, details, specifications, and bills of material, which said contract is made a part of this bond the  
same as though set forth herein.

Now also, if the said principal shall well and faithfully do and perform the things agreed by said  
principal to be done and performed according to the terms of said contract; and shall pay all lawful claims  
of subcontractors, materialmen, 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 materialman 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; and surety shall  
indemnify the obligee against all damage suffered by failure of the principal to perform the contract  
according to its provisions and in accordance with the plans, details, specifications, and bills of material  
therefor and to pay all lawful claims of subcontractors, materialmen, and laborers for labor performed or  
material furnished in carrying forward, performing, or completing the contract and surety further agrees  
and assents that this undertaking is for the benefit of any subcontractor, materialman, or laborer having a  
just claim, as well as for the obligee; 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 \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
(PRINCIPAL)

By: \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_

\_\_\_\_\_  
(SURETY)

By: \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_

Surety's Address: \_\_\_\_\_

\_\_\_\_\_  
Surety's Telephone Number: \_\_\_\_\_

Surety's Fax Number: \_\_\_\_\_

\_\_\_\_\_  
NAME OF SURETY'S AGENT

Surety Agent's Address: \_\_\_\_\_

\_\_\_\_\_  
Surety Agent's Telephone Number: \_\_\_\_\_

Surety Agent's Fax Number: \_\_\_\_\_

Surety Agent's Email Address: \_\_\_\_\_

**NOTE: The Contract Bond form that follows is to be used ONLY by a bidder that is determined to have submitted the lowest responsible bid and that submits a form of bid guaranty other than the combined Bid Guaranty and Contract Bond with its bid. If a bidder submits a combined Bid Guaranty and Contract Bond, then the bid guaranty becomes the contract bond when the contract is awarded.**

Bond No. \_\_\_\_\_

**CONTRACT BOND**  
(O.R.C. § 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 Board of Education of the Wadsworth City Schools, located in Medina 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.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that whereas, the above-named principal did on the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_, enter into a contract with the Board to perform \_\_\_\_\_ Work at the Wadsworth High School – Chain Link Fence Backstop and Barrier Netting Systems ("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, materialmen, 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 materialman 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 \_\_\_\_\_, 201\_\_.

(PRINCIPAL)  
By: \_\_\_\_\_  
Printed Name & Title: \_\_\_\_\_  
\_\_\_\_\_

(SURETY)  
By: \_\_\_\_\_  
Printed Name & Title: \_\_\_\_\_  
\_\_\_\_\_

Surety's Address: \_\_\_\_\_  
\_\_\_\_\_

Surety's Tel. Number: \_\_\_\_\_

Surety's Fax Number: \_\_\_\_\_

**NAME OF SURETY'S AGENT**

Surety Agent's Address: \_\_\_\_\_  
\_\_\_\_\_

Surety Agent's Tel. Number: \_\_\_\_\_

Surety Agent's Fax Number: \_\_\_\_\_

Surety Agent's Email Address: \_\_\_\_\_

**CONTRACTOR'S PERSONAL PROPERTY TAX AFFIDAVIT**  
(O.R.C. § 5719.042)

State of \_\_\_\_\_  
County of \_\_\_\_\_, ss:

\_\_\_\_\_, being first duly sworn, deposes and says that he is the  
(Name)

\_\_\_\_\_ of \_\_\_\_\_ with offices located at  
(Title) (Contractor)

\_\_\_\_\_, and as its duly  
(Address of Contractor)

authorized representative, states that effective this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_,

\_\_\_\_\_  
(Name of Contractor)

- ( ) is charged with delinquent personal property taxes on the general list of personal property as set forth below:

| <u>County</u> | <u>Amount</u> (include total amount penalties and interest thereon) |
|---------------|---------------------------------------------------------------------|
| Stark County  | \$ _____                                                            |
| _____ County  | \$ _____                                                            |
| _____ County  | \$ _____                                                            |

- ( ) is not charged with delinquent personal property taxes on the general list of personal property in any Ohio county.

\_\_\_\_\_  
(Affiant)

Sworn to and subscribed before me by the above-named affiant this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_.

\_\_\_\_\_  
(Notary Public)

My commission expires

\_\_\_\_\_, 201\_\_\_\_

## CONTRACTOR'S QUALIFICATION STATEMENT

[to be completed and provided to School District upon request after the bid opening]

SUBMITTED TO: Wadsworth City Schools

SUBMITTED BY: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Principal Office: \_\_\_\_\_

Indicate the form of organization: ☐ Corporation  
☐ Partnership  
☐ Individual  
☐ Joint Venture  
☐ Other

NAME OF PROJECT: \_\_\_\_\_

Complete the following information. Attach additional sheets as needed to provide the requested information.

### 1. ORGANIZATION

1.1 How many years has your organization been in business as a Contractor? \_\_\_\_\_

1.2 How many years has your organization been in business under its present business name? \_\_\_\_\_

1.2.1 Under what other or former names has your organization operated?

\_\_\_\_\_  
\_\_\_\_\_

1.3 If your organization is a corporation, answer the following:

1.3.1 Date of incorporation: \_\_\_\_\_

1.3.2 State of incorporation: \_\_\_\_\_

1.3.3 President's name: \_\_\_\_\_

1.3.4 Vice President's name(s): \_\_\_\_\_

1.3.5 Secretary's name: \_\_\_\_\_

1.3.6 Treasurer's name: \_\_\_\_\_

1.4 If your organization is a partnership, answer the following:

1.4.1 Date of organization: \_\_\_\_\_

1.4.2 Type of partnership (if applicable): \_\_\_\_\_

1.4.3 Name(s) of general partner(s): \_\_\_\_\_

- 1.5 If your organization is individually owned, answer the following:
- 1.5.1 Date of organization: \_\_\_\_\_
- 1.5.2 Name of owner: \_\_\_\_\_
- 1.6 If the form of your organization is other than those listed above, describe it and name the principals:
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

2. LICENSING

- 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.
- \_\_\_\_\_
- \_\_\_\_\_
- 2.2 List jurisdictions in which your organization's partnership or trade name is filed.
- \_\_\_\_\_
- \_\_\_\_\_

3. EXPERIENCE

- 3.1 List the categories of work that your organization normally performs with its own forces.
- \_\_\_\_\_
- 3.2 Claims and Lawsuits (If the answer to any of the questions below is yes, please attach details.)
- 3.2.1 Has your organization ever failed to complete any work? \_\_\_\_\_
- 3.2.2 Within the last five (5) years has your organization or any of its officers initiated any Claims, had any Claims initiated against it or them, or been involved in or is currently involved in any mediation or arbitration proceedings or lawsuits suits related to any construction project, or has any judgments or awards outstanding against it or them? \_\_\_\_\_ If the answer is yes, please attach the details for each Claim, including the names and telephone numbers of the persons who are parties, the amount of the Claim, the type of Claim and basis for the Claim, and the outcome.
- Note: As used in this document "Claim" means a Claim initiated under the Contract Documents for a project.
- 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? \_\_\_\_\_ If the answer is yes, please attach details for each instance, including the names and telephone numbers of the persons who are parties to the contract, and the reason(s) the contract was not completed.

- 3.4 On a separate sheet, list construction projects your organization has in progress with an original Contract Sum of more than \$100,000.00, giving the name of project, owner and its telephone number, design professional and its telephone number, contract amount, percent complete and scheduled completion date.

3.4.1 State total amount of work in progress and under contract: \$\_\_\_\_\_

- 3.5 Provide the following information for each contract your organization has had during the last five (5) years, including current contracts, where the Contract Sum is fifty percent (50%) or more of the bid amount for this Project, including add alternates. If there are more than ten (10) of these contracts only provide information on the most recent ten (10) contracts, including current contracts.

| Project And Work | Contract Sum | Owner's Representative<br>& Telephone Number | Engineer's or Architect's<br>Representative Name &<br>Telephone Number |
|------------------|--------------|----------------------------------------------|------------------------------------------------------------------------|
|                  |              |                                              |                                                                        |
|                  |              |                                              |                                                                        |
|                  |              |                                              |                                                                        |
|                  |              |                                              |                                                                        |
|                  |              |                                              |                                                                        |
|                  |              |                                              |                                                                        |
|                  |              |                                              |                                                                        |
|                  |              |                                              |                                                                        |
|                  |              |                                              |                                                                        |
|                  |              |                                              |                                                                        |

- 3.5.1 Provide the following information for each project your organization has had during the last five (5) years, which your organization believes is of comparable or greater size and complexity than the Owner's project. If there are more than five (5) of these projects, only provide information on the most recent five (5) projects, including current projects.

| Project And Work | Contract Sum | Owner's Representative<br>& Telephone Number | Engineer's or Architect's<br>Representative Name &<br>Telephone Number |
|------------------|--------------|----------------------------------------------|------------------------------------------------------------------------|
|                  |              |                                              |                                                                        |
|                  |              |                                              |                                                                        |
|                  |              |                                              |                                                                        |
|                  |              |                                              |                                                                        |
|                  |              |                                              |                                                                        |

- 3.5.2 State average annual amount of construction work your organization has performed during the last five years. \$ \_\_\_\_\_

- 3.5.3 If any of the following members of your organization's management--president, chairman of the board, or any director--operates or has operated another construction company during the last five (5) years, identify the member of management and the name of the construction company.

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- 3.5.4 If your organization is operating under a trade name registration with the Secretary of State for the State of Ohio, identify the entity for which the trade name is registered. If none, state "none."

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- 3.5.5. If your organization is a division or wholly-owned subsidiary of another entity or has another relationship with another entity, identify the entity of which it is a division or wholly-owned subsidiary or with which it has another relationship and also identify the nature of the relationship. If none, state "not applicable."

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- 3.6 On a separate sheet, list the construction education, training and construction experience for each person who will fill a management role on the Project, including without limitation the Project Executive, Project Engineer, Project Manager, and Project Superintendent. For each person listed, include with the other information the last three projects on which the person worked and the name and telephone number of the Design Professional and the Owner.

4. REFERENCES

4.1 Trade References: \_\_\_\_\_  
\_\_\_\_\_

4.2 Bank References: \_\_\_\_\_  
\_\_\_\_\_

4.3 Surety:

4.3.1 Name of bonding company: \_\_\_\_\_

4.3.2 Name and address of agent: \_\_\_\_\_  
\_\_\_\_\_

5. FINANCING

5.1 Financial Statement

5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes); and

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

5.1.2 Name and address of firm preparing attached financial statement, and date prepared: \_\_\_\_\_  
\_\_\_\_\_

5.1.3 Is the attached financial statement for the identical organization named on page one? \_\_\_\_\_

5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidary). \_\_\_\_\_  
\_\_\_\_\_

5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction? \_\_\_\_\_

**Certification.** The undersigned certifies for the reliance of the Owner that after diligent investigation, to the best of the undersigned's belief, the information provided with this Contractor's Qualification Statement is true, accurate and not misleading.

**SIGNATURE**

Dated at this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Name of Organization: \_\_\_\_\_

By: \_\_\_\_\_ [PRINT NAME]

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_, being duly sworn, deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

SEAL

# MOTTER & MEADOWS

## A R C H I T E C T S

October 24, 2018

### **Wadsworth High School New Barrier Netting Systems for Baseball and Softball Fields**

#### **Summary of Preliminary Cost Estimates**

##### **Baseball Field Barrier Netting System**

|                                                                      |                      |
|----------------------------------------------------------------------|----------------------|
| New four (4) pole backstop (40' High x 150 LF footprint)             | \$ 25,000.00         |
| Addition of 45-degree extensions at each pole and netting            | \$ 12,000.00         |
| New two (2) pole barrier net over 1st base dugout (40' high x 66 LF) | \$ 14,000.00         |
| New two (2) pole barrier net over 3rd base dugout (40' high x 45 LF) | \$ 13,000.00         |
| New padding system over 3' high chain link fence – entire backstop   | \$ 13,500.00         |
| Installation                                                         | <u>\$ 30,000.00</u>  |
| Removal of Existing Chain Link Backstop and Posts                    | <b>\$ 107,500.00</b> |
| Excavation and Set (8) New 16" Diameter Poles with Crane             |                      |
| Permanently attach 50' High Netting Backstop between Dugouts         |                      |
| Permanently attach Netting to 50' High over each Dugout              |                      |
| Repair Concrete Slabs and adjacent Grounds                           |                      |
| Safety Barricades as Required                                        |                      |

##### **Softball Field Chain Link Backstop and Barrier Netting System over Dugouts**

|                                                                                  |                     |
|----------------------------------------------------------------------------------|---------------------|
| Demolition and Repairs                                                           | \$ 5,000.00         |
| New 24' high chain link fence backstop between dugouts                           | \$ 14,000.00        |
| Extend existing two (2) pole barrier net over 1st base dugout (24' high x 45 LF) | \$ 5,000.00         |
| Extend existing two (2) pole barrier net over 3rd base dugout (24' high x 66 LF) | <u>\$ 6,000.00</u>  |
|                                                                                  | <b>\$ 30,000.00</b> |

|                       |                            |
|-----------------------|----------------------------|
| <b>Sub-Total</b>      | <b>\$ 137,500.00</b>       |
| <b>Contingencies</b>  | <u><b>\$ 10,000.00</b></u> |
| <b>Total Estimate</b> | <b>\$ 147,500.00</b>       |

##### **Schedule**

|                             |                   |
|-----------------------------|-------------------|
| Advertise for Bids          | October 30, 2018  |
| Open Bids                   | November 14, 2018 |
| Award Contract              | November 19, 2018 |
| Engineering & Shop Drawings | December 14, 2018 |
| Delivery of Poles           | January 18, 2019  |
| Installation of Poles       | February 15, 2019 |
| Installation of Nets        | March 1, 2019     |
| Site Repairs                | March 8, 2019     |