



## Agreement Between Owner and Contractor

### Owner

CITY OF LAKEWOOD  
12650 DETROIT AVE.  
LAKEWOOD, OH 44107

### Contractor

VASCO SPORTS CONTRACTORS  
4270 STERILITE RD SE  
MASSILLON, OHIO 44646

### The Project is:

MADISON PARK BASKETBALL COURT

**National Cooperative Purchasing Alliance (NCPA):** Vasco Sports Contractors and the City of Lakewood Ohio agree to utilize the National Cooperative Purchasing Alliance (NCPA) to enter into contract. Contract pricing is based on do not exceed pricing through the Athletic Surfacing Systems Maintenance and Construction Supplemental; awarded to Vasco Sports Contractors on May 11<sup>th</sup>, 2015. City of Lakewood is responsible for registering with NCPA, while Vasco will be required to file quarterly to the NCPA once the project is completed.

The Owner and the Contractor for the considerations named herein agree as set forth below:

**1. Agreement Date:** Agreement dates between Owner and Contractor must be reached by April 2018. This date will allow the contractor sufficient amount of time to schedule work.

**2. Contract Sum:** \$59,127.00  
Fifty Nine Thousand One Hundred Twenty Seven and 00/100 dollars

**3. Payment Schedule and Retainage:**

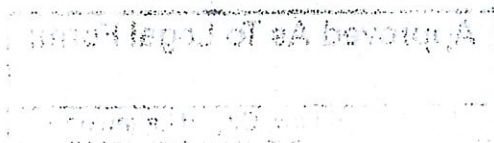
A Schedule of Values will be submitted to owner upon acceptance of contract. Owner will pay Contractor monthly progress payments for completed work based on the submitted Schedule of Values. No retainage to be withheld

Final Payment: Due Upon Completion.

**4. Documentation required for payment:**

Application for Payment of work completed to date.

**5. Completion Schedule:** Start date: May 1, 2018      Completion date: June 30, 2018



**6. Scope of Work:**

Madison Park Basketball Court - see attached Exhibit A.

**7. Work NOT to be done:**

Permits, Fees, Tree Removal, Soil Stabilization, Seeding, Drainage, Coatings, & Curb

**8. Licenses, permits and bonds to be supplied and paid by as follows:**

Licenses and/or permits are not included in contract.  
No bonds required.

**9. Warranty:**

Contractors Labor and Material warranty, 1 year.  
Manufacturer's warranty, where applicable.

**10. Insurance Requirements:**

Worker's Compensation and General Liability Insurance Certificates to be provided to owner.

**11. General Provisions:**

All work shall be completed in a workmanship like manner and in compliance with all codes and other applicable laws. To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform said work. Contractor has the right to let other contracts in connection with the work contracted for. Contractor shall adequately protect the work, adjacent property and the public and shall be responsible for any damage or injury due to his act or neglect. Change Orders shall be in writing and signed by both parties to this Agreement.

**12. Contractor's pricing for alternate(s), unit pricing, time and material or other:**

Base bid \$59,127.00

**13. Contract Documents include this Agreement and others as follows:**

Exhibit A -- Base Bid Scope  
Exhibit B -- NCPA Breakdown

14. See attachment(s):  Yes  No

15. General Conditions A201-L Included:  Yes  No

Owner

Contractor

By: Joseph Beno 4/11/18  
Date

By: [Signature] 4/11/2018  
Date

Joseph Beno - PW Director  
Name and Title

Matt Wilson, Manager  
Name and Title

City of Lakewood Ohio  
Owner Name

Vasco Sports Contractors  
Contractor Name

**Approved As To Legal Form:**  
[Signature]  
\*10 Director of Law, City of Lakewood

**General Conditions  
for a  
Construction Contract  
A201-L**

The General Conditions are to be used as a Contract Document to establish relationships on the Project, rights and obligation of each, definition of terms, and the assignment of responsibilities. The General Conditions are to be specifically referenced in the Agreement and made a part of the Contract Documents.

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## **Owners Rights and Obligations**

The Owner shall designate in writing, himself and or his Agent the expressed authority to bind the Owner to the Contract and matters requiring the Owner's approval and authorization.

The Owner shall provide the Contractor with written evidence of funding for the Project upon a written request by the Contractor. Thereafter if funding arrangements are altered, the Owner must notify the Contractor in writing.

The Owner is responsible for the cost and acquisition of easements, assessments, right of way and property access for the construction of and occupancy of the permanent structure.

The Owner shall furnish surveys, utility locations, Drawings and legal limitations with evidence of such at no cost to the Contractor.

The Owner shall provide information and services needed for the execution of the Project, as required by the Contract Documents.

The Owner has the right to stop Work if the Contractor fails to meet the requirement of the Contract within the guidelines set forth by the Contract. In writing, the Owner shall tell the Contractor to Stop Work until such time the cause for the Stop Work Order is eliminated.

The Owner will have the right to correct and complete the Work defaulted by the Contractor. In such case a Change Order will be prepared by the Owner deducting from Payment the cost to remedy. After Completion of the Work by the Owner, the Contractor shall pay the difference, if any, to the Owner to repay the excess Payment received by the Contractor.

The Owner has the right to enter into and award separate Agreements for portions of the Project not contracted for. When the Owner enters into an Agreement with others for Work on the Project, the term Contract Documents will apply to each entity signing the Owner – Contractor Agreement. The Owner will coordinate the Work of each separate Agreement and it is subject to review by any and all Contractors. If a Contractor's Work is dependent upon the Contractor's Work, he will promptly report discrepancies or defects in the Work of others.

## **Contractors Rights and Obligations**

The Contractor will perform and be responsible for the Work as stated in the Contract Documents including that Work to be performed by his Subcontractors, if any.

By executing the Agreement, the Contractor affirms he has visited the construction site and reviewed all Contract Documents. Should the Contractor discover any errors or inconsistencies they are to be reported in writing to the Owner when discovered.

The Contractor has the right to appoint an Agent in writing to the Owner.

The Contractor has the right to submit a Request for Information and a Change Order to correct discrepancies in the Contract Documents. The Contractor is not to be held responsible for Contract Document discrepancies.

The Contractor shall supervise, inspect and control his Work including methods, techniques and job site safety unless stated differently in the Contract Documents. This includes others performing Work on behalf of the Contractor. If needed the Contractor is to employ a Superintendent and assistants.

The Contractor may make substitutions to the Contract Documents with written approval of the Owner.

The Contractor warrants to the Owner that materials and equipment furnished under the terms of the Contract Documents are of good quality and meet the Project Specifications.

The Contractor is responsible for and will pay appropriate taxes and usage fees for materials and services provided by him under the terms of the Contract Documents. He will secure and pay for permits and inspections for the Work under the terms of the Contract Documents and comply with and give notices required by law, rules and regulations.

The Contractor is not allow any employee, or assign any employee to this Project who has been convicted of a felony or misdemeanor level criminal charge regarding sexual abuse or misconduct or otherwise possess criminal records that would violate the Owner's standard for employment as set forth by the Ohio Department of Education.

The Contractor is to be a Drug Free Workplace

## **Contractors Rights and Obligations**

The Contractor is to prepare and submit a construction schedule within the time frame stated in the Contract Documents. The schedule is to be maintained in conjunction with the submittals.

The Contractor is to keep and maintain a field copy of the Contract Documents reflecting any and all alterations and progress. Included are approved shop drawings, product data and physical product samples or examples.

The Contractor is not responsible for the design criteria and or performance of such as stated and presented in the specification prepared by others in the Contract Documents.

The Contractor shall not perform any Work which is not his responsibility as indicated in the Contract Documents without written permission from the Owner.

The Contractor shall keep clean the premises and remove any accumulation of construction debris and excess materials.

The Contractor is to provide the Owner with access to the Work, prior to and during construction.

The Contractor is to indemnify the Owner to the fullest extent permitted by the law for Claims that are not covered by the Contract Documents protection requirements.

The Contractor has the right to award portions of the Work to Subcontractors. He must do so soon after being awarded the Contract and advise the Owner in writing of such company(s). The Contractor must extend his legal commitment under the terms of the Contract to the Subcontractor in writing. Each subcontract agreement shall protect the Owner in the same way as the Contractor with regard to the Work.

The Contractor is responsible for the protection and safety precautions for the performance of the Work of the Contract.

## **Subcontractors Rights and Obligations**

By executing the Agreement between Contractor and Subcontractor, the Subcontractor affirms he has visited the construction site and reviewed all Contract Documents. Should the Subcontractor discover any errors or inconsistencies they are to be reported in writing to the Contractor when discovered.

The Subcontractor shall supervise and direct his Work, cooperate with the Contractor in scheduling and performing the Contractor's Work in accordance with the Contract Documents.

The Subcontractor will cooperate with the Contractor and other Subcontractors in scheduling and performing Work which may be interconnected.

The Subcontractor shall promptly submit, in a timely manner, shop drawing, product data, samples and other submittals required by the Contract Documents so as not to delay the Work.

The Subcontractor is to supply the Contractor, in writing, periodic progress reports of his Work.

The Subcontractor may elect to appoint an Agent. The Agent must be identified in writing and submitted to the Contractor.

The Subcontractor may submit, in writing, a Change Order Request for a change in the Work, material substitution, Modifications to the Contract Documents or relief from factors of the Contract Documents.

The Subcontractor has the right to request and receive from the Contractor, in writing, details of the Contractor's source of funds for the Project, information from the Owner or other Subcontractors relative to scheduling and changes in scheduling or changes in the Work or Contract Documents which may affect the Subcontractor's Work and Agreement with the Contractor.

The Subcontractor will be bound to the Contractor, for the portion of the Contractor's Work he has agreed to perform, to the same extent the Contractor is bound to the Owner as expressed in the Contractor Documents within the limits permitted by law.

In no case will the Subcontractor be assessed damages for delays or causes arising outside the scope of the Subcontract's Agreement with the Contractor.

To the fullest extent permitted by law the Subcontractor shall indemnify the Contractor and Owner from and against damages, losses, expenses and fees arising out of or resulting from the performance of the Subcontractor's Work.

## **Payment**

### **Owner to Contractor**

The Owner will pay the Contractor as detailed in the Agreement between the Owner and Contractor.

Prior to commencement of Work the Contractor will submit to the Owner an Application for Payment with a detailed schedule of values for each portion of the Work. The Owner will approve this allocation of values as the basis for actual Applications for Payment.

At least 10 (ten) days prior to the scheduled date for each Progress Payment, the Contractor shall submit to the Owner and itemization of Work completed for the Owner's approval. The Owner may request documentation from the Contractor to verify such portions of the payout to be made relevant to material suppliers and Subcontractor for payouts. Retainage shall be reflected on each payout if part of the Contracts Documents.

If agreed to in the Contract Documents the Owner will pay for all or a portion of materials and equipment to be used for the Project which are stored both on and off site.

The Contract warrants that title to all Work covered by the Application for Payment will be conveyed to the Owner no later than the time of Payment.

Within 7 (seven) days of receipt of the Application for Payment, the Owner will issue a Certificate of Payment for the Work completed in the Application for Payment and verify and Certify the quality of and progress of the details of the Application for Payment in compliance with the Contract Documents. The Certificate of Payment will represent the amount of Payment due.

The Owner may withhold some or the entire amount requested, due to defective Work not remedied, Work not completed, false claims, failure to pay Subcontractors or suppliers of material and equipment. Money may be withheld until such time the reasons for withholding money are remedied.

### **Contractor to Subcontractor**

The Contractor will pay the Subcontractor as detailed in the Agreement between the Contractor and Subcontractor.

The Contractor may withhold some or the entire amount requested, due to defective Work not remedied, Work not completed, false claims, failure to pay other Subcontractors or suppliers of material and equipment. Money may be withheld until such time the reasons for withholding money are remedied.



## **Progress Payments**

Progress Payments will be made by the Owner to the Contractor in accordance with the Contract Documents. The Contractor will pay his Subcontractors and suppliers in a prompt manner from the monies received for the portions attributable to each. The Owner has no obligation to make Payment or see that Payment is made to Subcontractors and suppliers other than required by law.

A Certificate for Payment on a Progress Payment or occupancy of the Project shall not constitute acceptance of the Work not in compliance with the Contract Documents.

Failure of the Owner to issue a Certificate for Payment or to make Payment to the Contractor through no fault of the Contractor, within 7 (seven) days after receipt of the Application for Payment, the Contractor is to give a Written Notice to the Owner of the intent to stop Work within 7 (seven) days if Payment is not received. The Contract Time will be increased and added Contractor expenses resulting from the Work stoppage will be added to the the Contract Amount by way of a written and signed Change Order.

The Contractor, when Substantially Complete, shall submit in writing to the Owner a list, if any, of items remaining to be completed and a request for Final Payment.

## **Change Order**

Addition, deletions, Modifications and substitutions to the Work in the Contract Documents require a Change Order prior to the execution of the change.

The changes in Work are to be specified in a Change Order, agreed to and signed by both parties to the Agreement before performing such changes.

A Change Order Request by the Contractor or Construction Change Directive by the Owner should be submitted in writing prior to preparing and signing a Change Order.

The Change Order shall specify and describe the Work to be performed, cost and adjustment in the Time. The changes in Work can result in a Contract increase, credit or no change in the cost of the Agreement.

The Contractor may initiate a request for a Change Order by submitting it in writing to the Owner.

The Owner may initiate a Change Order by submitting in writing to the Contractor a Change Order Directive.

Changes in the Work will be performed in accordance with the Contract Documents.

## **Insurance**

The Owner shall purchase, pay for and keep for the duration of the Project, property insurance and other coverage's in the amounts stated in the Contract Documents.

The Contractor will purchase, pay for and keep for the duration of the Project the types and amounts of coverage as stated in the Contract Documents.

The Owner may waive, in writing, the requirement of the Contractor to provide a Performance and Payment Bond, if required in the Contract Documents.

## **Contract Administration**

The Owner and Contractor agree to organize and coordinate the Work details of the Project as Stated in the Contract Documents. Changes in the details will be agreed to in writing.

## **Occupancy**

The Owner and Contractor may agree in writing that all or a portion of the Project may be occupied within the terms of the Contract Documents prior to Final Payment.

## **Claims – Disputes**

Any Claim or Dispute, assertion or need for relief arising from the Contract Documents must be submitted in writing by either party. When a resolution to the disagreement is not achieved then Mediation is to take place as provided in the Contract Documents.

## **Termination of Contract**

### **Contractor**

The Contractor may terminate the Contract if the Work is stopped for a period of time at no fault or act of the Contractor, non Payment of Work performed and billed and substantial breach of the Agreement. The Contractor is to submit in writing to the Owner, within 7 (seven) days of the occurrence or within state governing regulations, the reason(s) for stoppage and the intent to collect unpaid Progress Payments and the costs for stored materials, equipment, overhead & profit and damages related to the stoppage.

The Contractor may terminate the Agreement with the Subcontractor if the Subcontractor is in substantial breach of the Agreement by not supplying an adequate qualified work force to meet scheduling and Time requirements, failure to make Payments to material suppliers and other Subcontractors, continuous violations of the law and public regulations.

The Contractor upon Written Notice to the Subcontractor, within 7 (seven) days or the limits of the law, may terminate the Agreement, stop Payment and proceed to Contract with another Subcontractor and or complete the unfinished portions of the Agreement himself.

Payment for completing the unfinished Work and correcting any defective Work will be from any unpaid Payments to the Subcontractor. Any cost amount exceeding Agreement amount for the Contractor's Work may be collected from the Subcontractor by any legal means.

### **Owner**

The Owner may terminate the Contract with the Contractor if the Contractor is in substantial breach of the Contract by not supplying an adequate qualified work force to meet scheduling and Time requirements, failure to make Payments to material suppliers and Subcontractors, continuous violations of the law and public regulations.

The Owner upon Written Notice to the Contractor, within 7 (seven) days or the limits of the law, may terminate the Contract, stop Payment and proceed to Contract with another Contractor and or complete the unfinished portions of the Contract himself.

Payment for completing the unfinished Work and correcting any defective Work will be from any unpaid Payments to the Contractor. Any cost amount exceeding Contract Amount for the Contractor's Work may be collected from the Contractor by any legal means.

### **Subcontractor**

The Subcontractor may terminate the Contract if the Work is stopped for a period of time at no fault or act of the Subcontractor, non Payment of Work performed and billed and substantial breach of the Agreement. The Subcontractor is to submit in writing to the Contractor, within 7 (seven) days of the occurrence or within state governing regulations, the reason(s) for stoppage and the intent to collect unpaid Progress Payments and the costs for stored materials, equipment, overhead & profit and damages related to the stoppage.

## DEFINITIONS

**Agent** is an authorized individual or entity of the Owner or Contractor and designated in writing to act on their behalf with respect to the Project and Contract Documents.

**Application for Payment** is the industry standard invoice form consisting of the G702 and G703

**Arbitration** is the intervention of a third party as provided by the Contract Documents to settle Disputes.

**Architect** is an individual or firm permitted by law to practice architecture and referred to in the Contract Documents. The Architect may also be the Owner's Agent if designated in writing to the Contractor.

**Certificate of Payment** is a written document issued by the Owner to the Contractor approving a pay request for the Contractor.

**Change Order** is a written document signed by both parties specifying the change in Work, amount of adjustment to the Contract Sum and Contract Time.

**Change Order Directive** is a written order by the Owner instructing change in the Work and is subject to agreement by both parties and a signed Change Order.

**Claim** is a written request or assertion by the Owner or Contractor seeking relief with respect to a particular matter of the Contract Documents.

**Completion** is determined to be when all Work and inspections have been completed in compliance with and accepted under the terms of the Contract Documents.

**Contract** is the binding written Agreement entered into between the Owner and Contractor for the Project as stated in the Contract Documents.

**Contract Documents** consist of the Agreement between Owner and Contractor, "The Agreement" and all references therein.

**Contractor** is the person, firm or entity referred to in the Agreement and is interchangeable with the Agent if an Agent is designated in writing, as stated in the Contract Documents.

**Contract Sum** is the dollar amount of the Agreement including signed Change Orders and payable as stated in the Contract Documents.

**Drawings** are the blue prints and if required the shop drawings. They are the pictorial and graphic description of the Project as a whole or portion thereof.

**Dispute** is a written demand or assertion by the Owner or Contractor seeking relief with respect to a particular matter of the Contract Documents that the Owner and Contractor can not agree to.

## DEFINITIONS

**Mediation** is any Claim or Dispute which can not be settled by the Owner and Contractor and is to be resolved by the provisions of the Contract Documents and or Arbitration.

**Modification** is a written amendment to the Contract signed by both parties.

**Owner** is the person, firm or entity referred to in the Agreement and is interchangeable with the Agent if an Agent is designated in writing as stated in the Contract Documents.

**Payment** The Contract Sum of the Agreement and the specific Progress Payments referred to in the Contract Documents.

**Progress Payments** As stated in the Contract Documents, Payment will be made in stages of Completion for the Work performed to date.

**Project** is the total Work to be performed under the terms of the Agreement.

**Project Manual** Is the accumulated references of the Agreement and consists of all the Contract Documents.

**Specifications** are a specific portion of the Work consisting of the written requirements for materials, equipment, installation technique and performance standards.

**Subcontractor** is an individual or entity that is to perform specific portions of the Contractor's Work.

**Substantial Completion** When the Work has progressed to a stage when all or a designated portion of the Work can be used for the stated purpose as outlined in the Contract Documents.

**Time** is the allotted period (time limits) provided by the Contract Documents including any approved changes. It may also include a date of commencement and Substantial Completion of the Work. "Day" refers to calendar days. The Contract Documents may include a bonus for early Completion and a penalty for late Completion.

**Warranty** is the specific guaranty type and time period relevant to the Contractor's labor, material installation and manufacturer's product guaranty as spelled out in the Contract Documents.

**Work** is the total performance of the Contract Documents agreed to and signed in the Agreement between the Owner and Contractor.

**Written Notice** is any written document relevant to the Project and Contract Documents delivered by the Owner or Contract to the other party to the Agreement and shall be deemed to have been duly served if delivered to the individual or firm at it its last business address in person, registered mail, or certified mail.

