



Watonga Public Schools
Board of Education Special Meeting
Monday, August 25, 2025 12:00 PM

The Board of Education of Independent School District Number 42, Blaine County Oklahoma will meet in the Administration Office Board Room, 1200 Eagle Lane, Watonga, Oklahoma 73772, Monday, August 25, 2025 at 12:00 PM.

I. CALL TO ORDER

II. ROLL CALL OF MEMBERS

III. DECLARATION OF QUORUM TO CONDUCT BUSINESS

IV. Discussion and possible action to approve contract with Hellas.

V. ADJOURNMENT OF MEETING

This agenda was posted at 12:00 p.m., August 22, 2025, at the Administration office at 1200 Eagle Lane, Watonga, OK 73772

Kyle Hilterbran
Superintendent, Watonga Public Schools

AGREEMENT BETWEEN OWNER AND CONTRACTOR

AGREEMENT made as of this **20th day of August 2025**.

BETWEEN the Owner:

**Watonga Public Schools
1200 Eagle Lane, PO Box 310
Watonga, OK 73772
Ph: (225) 281-1853**

and the Contractor:

**Hellas Construction, Inc.
12000 West Parmer Lane
Cedar Park, TX 78613
Ph: (512) 250-2910
Fax: (512) 250-1960**

for the following Project:

**Watonga High School – Synthetic Turf Field
1202 Eagle Ln.
Watonga, OK 73772**

The Owner and Contractor agree as follows.

ARTICLE 1 THE CONTRACT DOCUMENTS AND SCOPE OF PROJECT

§ 1.1 The Contractor shall complete the Work described in the Contract Documents for the Project. The entire agreement between Owner and Contractor with respect to the work required is expressed in this Agreement. This Agreement supersedes all proposals and negotiations not expressly set forth in this Agreement. This Agreement may not be changed or modified unless such change or modification is made in writing and signed by Owner and Contractor. Notwithstanding anything to the contrary, Contractor is not responsible for errors, inconsistencies, or omissions in the drawings or specifications, or other design documents not prepared by Contractor, including their failure to comply with applicable laws, statutes, ordinances, codes, rules or regulations, or requirements of governmental authorities. The Contract Documents consist of this Agreement and change orders mutually approved in writing by Contractor and Owner.

§ 1.2 This Agreement is comprised of the following documents:

1. Agreement Between Owner and Contractor.
2. Hellas Construction, Inc. proposal dated August 14, 2025, attached hereto as "Exhibit A" and incorporated herein by reference and made part of this Agreement to the same extent as if fully set forth herein.
3. Geotechnical Report, if any, prepared in the future related to the scope of Work, shall be considered incorporated herein by reference and made part of this Agreement to the same extent as if fully set forth herein.
4. Contractor's Cooperative Contract, entitled TOPS 230202 Synthetic or Natural Sports Fields, Courts or Tracks, incorporated herein by reference and made part of this Agreement to the same extent as if fully set forth herein

§ 1.3 The Contractor shall complete the Work per Hellas Construction, Inc.'s proposal August 14, 2025, and attached hereto as "Exhibit A" and made part of this Agreement to the same extent as if fully set forth herein.

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The Contract Time is the number of calendar days available to the Contractor to substantially complete the Work.

§ 2.2 Date of Commencement:

Unless otherwise set forth below, the date of commencement shall be the date of this Agreement.

Date of Commencement: September 15, 2025

§ 2.3 Substantial Completion:

Subject to adjustments of the Contract Time as a result of weather delays or causes beyond Contractor's control or as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

Date of Substantial Completion: 120 days after Date of Commencement

ARTICLE 3 CONTRACT SUM

§ 3.1 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum total value is made up of the following:

ONE MILLION ONE HUNDRED EIGHTY-THREE THOUSAND FOUR HUNDRED FIFTY DOLLARS AND NO CENTS (\$1,183,450.00)

§ 3.2 Alternate accepted: Owner's maximum allowance as needed for subgrade soft spot remediation - Twenty Five Thousand Dollars (\$25,000).

ARTICLE 4 PAYMENTS

§ 4.1 Based on Contractor's Applications for Payment, the Owner shall pay the Contractor, in accordance with Article 12, as follows:

§ 4.2 The Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents. **Each payment due to Hellas Construction, Inc. under this Agreement shall be paid by check, ACH, or wire transfer of funds to Hellas Construction Inc.'s account ending in 3135 from Plains Capital Bank only.** If made by wire transfer, such payments shall be marked so as to refer to this Agreement.

§ 4.3 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 4.4 Provided that an Application for Payment is received by the Owner not later than the 30th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 15th day of the following month. If an Application for Payment is received by the Owner after the application date fixed above, payment of the amount certified shall be made by the Owner not later than fifteen (15) days after the Owner receives the Application for Payment.

§ 4.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Owner may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 4.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 4.7 The amount of each progress payment shall first include:

1. That portion of the Contract Sum properly allocable to completed Work;
2. That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

§ 4.8 The amount of each progress payment shall then be reduced by:

1. The aggregate of any amounts previously paid by the Owner;
2. The amount, if any, for Work that remains uncorrected and for which the Owner has previously withheld payment;
3. Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
4. For Work performed or defects discovered since the last payment application, any amount for which the Owner may withhold payment, or nullify a Certificate of Payment in whole or in part; and
5. Retainage withheld pursuant to Section 4.10.

§ 4.9 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.

§ 4.10 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold ten percent (10%) as retainage/reserved funds from the payment otherwise due.

ARTICLE 5 INSURANCE AND BONDS

§ 5.1 The Contractor shall maintain the following types and limits of insurance until the completion of the work, subject to the terms and conditions set forth in this Section 5.1:

§ 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than one million dollars each occurrence, two million dollars general aggregate, and two million dollars aggregate for products-completed operations hazard.

§ 5.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than one million dollars per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 5.1.3 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Sections 5.1.1 and 5.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 5.1.4 Workers' Compensation at statutory limits.

§ 5.1.5 Employers' Liability with policy limits not less than one million dollars each accident, one million dollars each employee, and one million dollars policy limit.

§ 5.2 The Contractor shall obtain an endorsement to its Commercial General Liability insurance policy to provide coverage for the Contractor's obligations under Section 8.14.

§ 5.3 Prior to commencement of the Work, each party shall provide certificates of insurance showing their respective coverages.

§ 5.4 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents, and employees, each of the other; for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance or other insurance applicable to the Project, except such rights as they have to the proceeds of such insurance.

§ 5.5 Owner's Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and shall provide property insurance to cover the value of the Owner's property. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner's property insurance.

§ 5.6. Builder's Risk Insurance

If requested by the Contractor, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent modifications and labor performed or materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter Owner shall: (1) continue the insurance policy required under this Section or (2) replace, if necessary, the insurance policy required under this Section with property insurance written for the total value of the Project that shall remain in effect until expiration of all applicable warranty periods. If the insurance required by this Section is subject to deductibles or self-insured retentions, Owner shall be responsible for all loss not covered because of such deductibles or retentions. If the Work involves remodeling an existing structure or constructing an addition to an existing structure, Owner shall purchase and maintain, until the expiration of all applicable warranty periods, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage, notwithstanding the undertaking of the Work, and Owner shall be responsible for all co-insurance penalties. Prior to commencement of the Work, Owner shall provide evidence of the coverage required under this Section and, upon Contractor's request, provide a complete copy of the property insurance policy or policies required by this Section. Within three (3) business days of the date Owner becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section, Owner shall provide notice to Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of Contractor: (1) Contractor, upon receipt of notice from Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either Owner or Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) Owner waives all rights against Contractor and its subcontractors/suppliers of any tier to the extent any loss to Owner would have been covered by the insurance had it not expired or been cancelled.

§ 5.7 Performance Bond and Payment Bond

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

Type	Penal Sum (%)
Payment Bond	100%
Performance Bond	100%

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 The Contract

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

§ 6.2 The Work

The term "Work" means the construction and services required by, and reasonably inferable from, the Contract Documents, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations. Contractor's scope of work under this Agreement is stated under Article 1.

§ 6.3 Intent

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

§ 6.4 Electronic Notice

Written notice under this Agreement may be given by one party to the other by email delivery to that other party's representative.

§ 6.5 The Owner's Representative:

Watonga Public Schools
 Attn: Kyle Hilterbran
 1200 Eagle Lane, PO Box 310
 Watonga, OK 73772
 Ph: (225) 281-1853
 Email: khilterbran@watonga.k12.ok.us

§ 6.6 The Contractor's Representative for Project Management and Change Orders under \$50,000:

Designated Project Manager
 Hellas Construction, Inc.
 12000 West Parmer Lane
 Cedar Park, TX 78613
 Phone: (512) 250-2910

§ 6.7 The Contractor's Representative for Changes Order Over \$50,000, Claims and Disputes:

Hellas Construction, Inc.
 Attn: Mauricio Espinosa
 12000 West Parmer Lane
 Cedar Park, TX 78613
 Phone: (512) 250-2910
 Fax: (512) 250-1960
 E-mail: m.espinosa@hellas.com

ARTICLE 7 OWNER

§ 7.1 Information and Services Required of the Owner

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits that are the responsibility of the Contractor, the Owner shall obtain and pay for other necessary approvals, easements, assessments, and charges.

§ 7.1.3 Prior to commencement of the Work, at the written request of the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence.

§ 7.2 Owner's Right to Stop the Work

If the Contractor (i) fails to correct Work which is not in accordance with the Contract Documents, (ii) fails to carry out the Work in accordance with the Contract Documents, (iii) fails or refuses to provide a sufficient amount of properly supervised and coordinated labor, materials, or equipment so as to be able to complete the Work within the Contract Time; (iv) fails to remove or discharge mechanic's liens as required by this Agreement; or (v) disregards the instructions

of Owner when based on the requirements of the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

§ 7.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies.

§ 7.4 Owner's Right to Perform Construction and to Award Separate Contracts

§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

ARTICLE 8 CONTRACTOR

§ 8.1 Review of Contract Documents and Field Conditions by Contractor

§ 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 8.2 Contractor's Construction Schedule

The Contractor, upon request by the Owner, shall prepare and submit a Contractor's construction schedule for the Work.

§ 8.3 Supervision and Construction Procedures

§ 8.3.1 The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.

§ 8.4 Labor and Materials

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

§ 8.4.2 The Contractor may make substitutions with the written consent of the Owner through a Change Order.

§ 8.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 8.5 Intentionally Omitted

§ 8.6 Warranty

Contractor warrants that the Work shall be executed in a good and workmanlike manner and in accordance with the Contract Documents. Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. Contractor is not responsible for any damage to finished components, systems, or other project elements caused by external forces beyond Contractor control or beyond design parameters not prepared by Contractor. If, prior to Substantial Completion and within one year after the date of Substantial Completion of the Work, any portion of the Work is found to be not in conformance with the Contract Documents, Owner shall promptly notify Contractor in writing. Unless Owner provides written acceptance of the condition, Contractor shall promptly correct the issue at its own cost and time and bear the expense of additional services required for such correction, provided that such work is covered by Contractor's warranty. Owner waives all claims and rights of recovery under Contractor's warranties if Owner fails to furnish written notice to Contractor promptly upon discovery of a defect or failure. ALL OTHER WARRANTIES ARE DISCLAIMED INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF HABITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, OR OTHERWISE. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 12.4.2.

§ 8.7 Taxes

The contract sum is exclusive of any taxes including but not limited to sales, consumer, use, and similar taxes assessed by any governmental entity arising as a result of the performance of the work under this agreement. Any such taxes required shall be paid to Contractor by the Owner in addition to the contract sum herein.

§ 8.8 Prevailing Wages

Contractor is required by law to pay prevailing wages unless the project is not subject to prevailing wages as confirmed by the Owner. If after execution of this Agreement, prevailing wages are found to be required and were not included in the contract sum per Owner's instructions, these shall be paid to Contractor by the Owner in addition to the contract sum herein, as well as any fees and/or penalties assessed by the State for non-compliance of this requirement. The contract sum shall be adjusted by change order accordingly.

§ 8.9 Permits, Fees and Notices

§ 8.9.1 The Contractor shall obtain the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work at Owner's expense.

§ 8.10 Submittals

The Contractor shall promptly review, approve in writing, and submit to the Owner shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents.

§ 8.11 Use of Site

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents, and the Owner.

§ 8.12 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 8.13 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials.

§ 8.14 INDEMNIFICATION

TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE OWNER AND OWNER'S TRUSTEES, CONSULTANTS, OFFICERS, OWNER'S AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES, ARISING OUT OF OR RESULTING FROM PERFORMANCE OF THE WORK, PROVIDED THAT SUCH CLAIM, DAMAGE, LOSS, OR EXPENSE IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY (OTHER THAN TO THE WORK ITSELF), BUT ONLY TO THE EXTENT CAUSED BY THE NEGLIGENCE OF THE CONTRACTOR, A SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER, OR ANYONE WHOSE ACTS THEY MAY BE LIABLE FOR. NOTWITHSTANDING THE FOREGOING, CONTRACTOR'S INDEMNIFICATION OBLIGATIONS SHALL NOT EXCEED CONTRACTOR'S ASSESSED LIABILITY BY A COURT OF LAW OR JURISDICTIONAL BODY.

§ 8.14.1 IN ADDITION TO THE FOREGOING, TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE OWNER AND OWNER'S TRUSTEES, CONSULTANTS, OFFICERS, OWNER'S AGENTS AND EMPLOYEES OF ANY OF THEM (THE "INDEMNITEES") FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED REASONABLE ATTORNEYS' FEES, ARISING OUT OF OR RESULTING FROM BODILY INJURY TO, OR SICKNESS, DISEASE OR DEATH OF ANY EMPLOYEE, AGENT OR REPRESENTATIVE OF CONTRACTOR OR ANY OF ITS SUBCONTRACTORS, BUT ONLY TO THE EXTENT CAUSED BY THE NEGLIGENCE OF THE CONTRACTOR, A SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER, OR ANYONE WHOSE ACTS THEY MAY BE LIABLE. THE INDEMNIFICATION OBLIGATIONS UNDER SECTION 8.14 SHALL NOT BE LIMITED BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR OWNER UNDER WORKER COMPENSATION ACTS, DISABILITY BENEFITS ACTS OR OTHER EMPLOYMENT BENEFIT ACTS.

§ 8.14.2 For claims against any person or entity indemnified under this Section 8.14 by an employee of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 8.14.1 shall not be limited

§ 8.15 Limitation on Damages Owner and Contractor waive any right to recover consequential, special, indirect, incidental, or similar damages arising out of or relating to this Agreement or the Work, regardless of the legal theory under which such damages may be sought. Notwithstanding the foregoing, any limitation of liability of liability, shall not limit or exclude Contractor's obligation for the completion of the Work or any assumed liabilities or obligations contained under the Agreement, including the obligation of Contract to pay liquidated damages, if any, under Section 2.4, above. However, in no event shall the limitation of liability outlined under this Section limit or exclude Contractor's liability for willful misconduct or gross negligence or recklessness or illegal or unlawful acts.

ARTICLE 9 CHANGES IN THE WORK

§ 9.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost, plus reasonable overhead and profit.

§ 9.2 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the character provided in the Contract Documents, the Contractor may submit a change order request for Owner's consideration and, if the foregoing circumstances are determined by the Owner to exist, then the Contract Sum and Contract Time shall be subject to equitable adjustment. If the Contractor disagrees with the Owner's determination, it may submit a claim.

§ 9.3 Change Orders

§ 9.3.1 A Change Order is a written instrument prepared by the Contractor and signed by the Owner, and the Contractor stating their agreement upon all of the following:

1. The change in the Work;
2. The amount of the adjustment, if any, in the Contract Sum; and
3. The extent of the adjustment, if any, in the Contract Time.

ARTICLE 10 TIME

§ 10.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 10.2 If the Contractor is delayed at any time in progress of the Work by changes caused by acts or omissions of Owner or its architect, engineer, consultants, or contractors, changes in the Work or the sequencing of the Work ordered by Owner, decisions of Owner that impact the time of performance of the Work, or encountering hazardous materials, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, Contractor shall be entitled to an equitable adjustment in the Contract Time. Costs caused by such delays or by improperly timed activities shall be borne by the responsible party.

§ 10.3 Force Majeure

Neither Owner nor Contractor shall be responsible or deemed to be in default of its obligations to the other to the extent any failure to perform or delay in performing its obligations under this Agreement is caused by events or conditions beyond the reasonable control of that party and are not due to the negligence or willful misconduct of such party. For purposes of this Agreement, such events and conditions shall include but are not limited to acts of God or public enemy, war, riot or civil commotion, strikes/labor disputes, epidemic, pandemic (excluding the novel virus otherwise known as coronavirus or "COVID-19", except for instances of impacts related to re-introduced governmental shutdowns following the execution of this Agreement), fire, adverse weather, earthquake, tornado, hurricane, flood, explosion, or other catastrophes, or events or conditions due to governmental law, regulations, ordinances, order of a court of competent jurisdiction, executive decree or order. The party impacted by such event or condition shall provide prompt written notice to the other party, including the date of inception of such event or condition and the extent to which it has or is reasonably expected to affect performance and shall undertake all reasonable efforts to mitigate the impact of such event or condition.

ARTICLE 11 PAYMENTS AND COMPLETION

§ 11.1 Contract Sum

The Contract Sum stated in this Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 11.2 Applications for Payment

§ 11.2.1 Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing. The Contractor shall provide releases and waivers of liens, and data establishing payment or satisfaction of obligations, or other documentation reasonably requested by Owner.

§ 11.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which payments have been received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or other encumbrances adverse to the Owner's interests.

§ 11.3 Progress Payments

§ 11.3.1 The Owner shall make payment in the manner provided in the Contract Documents. Should the Owner find reason to withhold payment or partial payment to the Contractor, Owner shall notify the Contractor within seven days of receipt of the Application for Payment. If notification is not made and Owner fails to submit payment as per the manner provided in the Contract Documents, Contractor may stop the Work until payment of the amount owing has been received. The Contract time and Contract Sum shall be equitably adjusted due to the delay.

§ 11.3.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 11.3.3 If the Work is stopped under Section 11.3 for a period of 14 (fourteen) calendar days through no fault of the

Contractor, the Contractor may, upon seven (7) additional days' written notice to the Owner, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

§ 11.3.4 The Owner may withhold payment because of defective Work not remedied, third-party claims or mechanics liens or if there is reasonable evidence of the probable filing of such, or repeated failure to carry out the Work in accordance with the Contract Documents.

§ 11.4 Substantial Completion

§ 11.4.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 11.4.2 When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the Owner who will make an inspection to determine whether the Work is substantially complete. When the Owner determines that the Work is substantially complete, the Owner shall execute a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish the responsibilities of the Owner and Contractor, and fix the time within which the Contractor shall finish all punch list items, if any, accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 11.4.3 If the Work is occupied or otherwise utilized by Owner, before Substantial Completion of the Work, the Work shall be deemed to be Substantially Complete.

§ 11.5 Final Completion and Final Payment

§ 11.5.1 Upon receipt of a final Application for Payment, the Owner will inspect the Work. When the Owner finds the punch list items complete, if any, the Owner will issue a final payment within fifteen (15) calendar days.

§ 11.5.2 Final payment shall not become due until the Contractor submits to the Owner any releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out of the Contract if requested in writing at or before the time of Substantial Completion, otherwise final payment shall be due within fifteen (15) calendar days of Owner's acceptance as per 11.5.1.

§ 11.5.3 Acceptance of final payment by the Contractor, a subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 12 PROTECTION OF PERSONS AND PROPERTY

§ 12.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 13 CORRECTION OF WORK

§ 13.1 The Contractor shall promptly correct deficient Work rejected by the Owner if the Work fails to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

§ 13.2 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with [Section 7.3](#).

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Assignment of Contract

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

§ 14.2 Tests and Inspections

§ 14.2.1 At the appropriate times, the Contractor shall arrange, and the Owner shall bear cost of tests, inspections, or approvals required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 14.2.2 If the Owner requires additional testing, the Contractor shall perform those tests at the Owner's expense.

§ 14.2.3 The Owner shall bear cost of tests, inspections, or approvals that do not become requirements until after the Contract is executed. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 14.3 Governing Law

The Contract shall be governed and construed under the laws of the State of Kansas without regard to conflict of laws

provisions.

§ 14.4 Mediation

The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the terms of this Section. Request for mediation shall be initiated by giving the other party written notice. The parties agree to discuss in good faith with each other and with the mediator the exchange of relevant information prior to or during mediation if, in any party's view, such an exchange is necessary to engage in meaningful settlement discussions. Unless excused by the mediator, representatives of each party who have authority to resolve the dispute shall attend the mediation sessions. The parties agree that it, in the mediator's judgment, the attendance of non-signatories to the Agreement is necessary to or desirable in resolving the dispute, the mediator has discretion to request the voluntary attendance of those persons. The parties further agree that they will use their best efforts to obtain the voluntary attendance at mediation of all such non-signatories with whom they have a relationship or over whom they have influence or control. The initial mediation session will occur at a time mutually agreed on by the parties in consultation with the mediator, though no later than thirty (30) calendar days from service of the initial notice, unless otherwise agreed by the parties and the mediator. If the parties are unable to settle through mediation the matters to be mediated pursuant to this agreement, and the matter proceeds to arbitration, the parties may by mutual agreement engage in further attempts to settle the dispute by mediation or other non-binding dispute resolution methods. It is the parties' intention that further mediation efforts be by mutual agreement only, and not by court order. The mediation mandated in this clause shall satisfy the requirements, if any, of court-annexed alternative dispute resolution programs.

The mediation will be deemed to continue, and thus not to have concluded, until: (a) a written settlement agreement is executed by all parties; or (b) the mediator gives written notice of conclusion of the mediation to the parties; or (c) a party gives written notice of withdrawal. No party may withdraw from the mediation until three (3) business days following the initial mediation session. Thereafter, if the matter has not been resolved, either party may by written notice withdraw from the mediation. Except as otherwise provided in this agreement, no party may initiate arbitration prior to the conclusion of mediation as defined by this paragraph.

The mediator will be chosen by mutual agreement of the parties. If the parties cannot reach agreement on selection of a mediator within five (5) business days after service of the notice initiating mediation, then either party may initiate arbitration in accordance with the terms of this Contract which shall be subject to abatement until such time as the tribunal appoints a mediator of the tribunal's choosing and the authorized mediation process is concluded.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 14.5 Binding Dispute Resolution

§ 14.5.1 For any Claim subject to, but not resolved by, mediation pursuant to Section 14.4 the method of binding dispute resolution shall be arbitration administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 14.5.2 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 14.5.3 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 14.5.4 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 14.6 Attorneys' Fees

If one party to this Agreement institutes arbitration with the other party arising out of this Agreement, or performance under or any alleged breach of this Agreement, the prevailing party shall be entitled to recover from the other party its reasonable and necessary attorneys' fees and expenses. The prevailing party is that party which, in light of the claims, counterclaims and defenses asserted, is afforded greater relief by arbitration award or court judgment.

§ 14.7 Small Unmanned Aircraft (Drones)

§ 15.7.1 The Contractor shall operate any Small Unmanned Aircraft as required by 14 C.F.R. Part 107, as applicable, and in accordance with any other applicable federal or state laws and regulations.

ARTICLE 15 TERMINATION OF THE CONTRACT

§ 15.1 Termination by the Owner for Cause

§ 15.1.1 The Owner may terminate the Contract if the Contractor

1. repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
2. fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors unless breached by subcontractors;
3. repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
4. otherwise materially breaches a provision of the Contract Documents.

§ 15.1.2 When any of the above reasons exist, the Owner may, after giving the Contractor and the Contractor's surety, if any, seven (7) calendar days' written notice, terminate employment of the Contractor and may

1. take possession of the site and of all materials thereon owned by the Contractor, and
2. finish the Work by whatever reasonable method the Owner may deem expedient.

§ 15.1.3 When the Owner terminates the Contract for one of the reasons stated in Section 15.1.1, the Contractor shall be paid for work completed by the Contractor up until the date of receipt of Owner's termination notice. Notwithstanding the foregoing, Owner shall have a right to determine the amount of final payment to be made to the Contractor. In determining the amount of final payment to Contractor, if any, no amount shall be allowed for anticipated profit on unperformed services or other work; further, an adjustment shall be made to the extent of any actual and direct costs incurred by the Owner due to a termination for cause.

§ 15.1.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. This obligation for payment shall survive termination of the Contract.

§ 15.2 Termination by the Owner for Convenience

§ 15.2.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause under prior written notice to the Contractor.

§ 15.2.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and,
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate, or cause to be terminated all existing Project agreements, including agreements with the Consultants, Contractors, Subcontractors, sub-tier vendors/suppliers and purchase orders, and enter into no further Project agreements and purchase orders.

§ 15.2.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination including but not limited to actual and direct costs associated with terminating Project agreements or assigning to the Owner, costs associated with demobilization of Contractor's labor equipment, material and preparation and hand-over of any required documentation required or requested by the Owner, along with reasonable overhead and profit on the Work not executed.

§ 15.3 Termination by the Contractor

§ 15.3.1 The Contractor may terminate the Contract if the Work is stopped for a period of thirty (30) consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

1. Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
2. An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
3. Because the Owner has not made a payment and has not notified the Contractor of the reason for withholding payment within the time stated in the Contract Documents; or

§ 15.3.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, repeated suspensions, delays, or interruptions of the entire Work by the Owner, Owner's representatives or other contractors hired by Owner constitute in the aggregate more than one hundred percent (100%) of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 15.3.3 If one of the reasons described in Section 15.3.1 or 15.3.2 exists, the Contractor may, upon seven (7) calendar days' notice to the Owner terminate the Contract and recover from the Owner payment for Work executed, reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination to cover such costs including but not limited to demobilization of Contractor's equipment, material and employees and preparation and hand-over of any required documentation required or requested by the Owner.

§ 15.3.4 If the Work is stopped for a period of sixty (60) consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven (7) additional calendar days'

notice to the Owner, terminate the Contract and recover from the Owner as provided in Section 15.3.3.

ARTICLE 16 OTHER TERMS AND CONDITIONS

§ 16.1 Joint Drafting

This Agreement was jointly drafted, and Owner and Contractor had opportunity to negotiate terms and to obtain assistance of counsel in reviewing terms prior to execution. This Agreement shall be construed neither against nor in favor of Owner or Contractor Party but rather shall be construed in a neutral manner.

§ 16.2 No Waiver

Unless otherwise provided in the Agreement, the failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.

§ 16.3 No Third Party Beneficiaries.

This Agreement is solely for the benefit of the signatories hereto.

§ 16.4 Entire Agreement

The terms and conditions set forth herein constitute and represent the entire and integrated Agreement between the parties hereto and supersedes all prior contemporaneous negotiations, representations, understandings or agreements, either written or oral. This Agreement shall not be modified except by a written instrument signed by the authorized representatives of parties.

§ 16.5 Severability

Wherever possible, each provision of this Agreement shall be interpreted in a manner as to be effective and valid under applicable law. If any provision of this Agreement, or portion thereof, is found invalid, only such provision or portion thereof shall be ineffective and no other terms in the remaining provisions of this Agreement or valid portions of such provision shall be affected.

§ 16.6 Amendment

The provisions of the Contract Documents shall not be changed, amended, waived, or otherwise modified in any respect except by a writing signed by both Owner and Contractor ("Modification"). No person is authorized on behalf of Owner or Contractor to orally change, amend, waive, or otherwise modify the terms of the Contract Documents or any of the parties' duties or obligations under or arising out of the Contract Documents. No "constructive" changes shall be allowed.

§ 16.7 CONSENT TO CONTRACTING BY ELECTRONIC MEANS.

By entering into and executing this Agreement using electronic signatures, Owner and Contractor consent and intend to but shall not be required to: (i) conduct this transaction by electronic means and (ii) use electronic signatures and records in connection with this Agreement, other documents issued under this Agreement, and any amendments thereto. Owner and Contractor agree and intend for their respective electronic signatures hereto to be given full legal effect and enforceability for the purposes of any applicable law. The Agreement also may be executed in two or more counterparts, all of which taken together shall constitute one document.

§ 16.8 REPRESENTATION ON AUTHORITY OF PARTIES

Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations hereunder have been duly authorized, and the Agreement is valid and legally binding on such party and enforceable in accordance with its terms.

This Agreement is entered into as of the date first written above. Photocopy, scanned and/or electronic signatures are legally binding and intended to be given full force and effect in execution of this Agreement.

OWNER:
WATONGA PUBLIC SCHOOLS

CONTRACTOR:
HELLAS CONSTRUCTION, INC.

Signature

Signature

Name, Title

Name, Title

Date

Date

Exhibit A



August 14, 2025

Kyle Hilterbran
Superintendent
Watonga Public Schools
225-281-1853

RE: Watonga HS – Proposal for Synthetic Turf Field
1202 Eagle Ln, Watonga, OK 73772

Hellas is pleased to provide you with this proposal. Pricing is based on Hellas' current cooperative contract entitled TOPS 230202 Synthetic or Natural Sport Fields, Courts or Tracks. Through these contracts, Hellas' products have been competitively and lawfully bid to provide member schools and agencies with quality and preferential pre-priced products and services.

General Conditions

Hellas will:

1. Provide project insurance, supervision, and mobilization.
2. Provide construction surveying, layout, and staking.
3. Provide performance and payment bonds.
4. Provide, prior to construction, all required submittals.
5. Provide, prior to construction, synthetic turf shop drawings.
6. Provide our standard SWPPP prior to construction commencing.
7. Provide an updated monthly schedule.
8. Conduct a monthly construction site meeting.
9. Provide final punch-out and clean-up of the completed project.
10. This proposal assumes a proposed start date of fall 2025.
11. Field construction will be completed within one hundred twenty (120) calendar days, excluding delays resulting from adverse weather conditions.

Base Proposal – Synthetic Turf for Baseball/Softball

Existing Conditions | Demo

Hellas scope of work:

1. Construct one (1) construction entrance.
2. Removal and replacement of ± 20 feet of fence to build a construction entrance.
3. Establish a laydown area at an owner-approved location.
4. Excavation to subgrade. Excavated materials are stored on-site at the owner's directed location.



- a. The geotechnical report states the on-site soils are good and do not require improvements or mitigations unless soft spots are encountered in which case we will scarify, moisture condition, and recompact.

Concrete Curb

Hellas scope of work:

1. Perimeter Curb – Construct the necessary rebar-reinforced concrete curb (12" x 12") to complete the perimeter of the proposed synthetic turf area.

Field Drainage System

Hellas scope of work:

1. HDPE Collector Piping – Provide and install the necessary HDPE piping for the field. Assumes the connection point is ±100' lineal feet from the sod field perimeter. If the connection point is more than 100' LF from the existing sod field perimeter, a remediation will be negotiated between the owner and Hellas.

Athletic Equipment

Hellas scope of work:

1. Provide and install the following athletic equipment:
 - a. 1 – Set of baseball bases.
 - b. 1 – Set of softball bases.
 - c. 1 – Home plate.
 - d. 1 – Pitching rubber.
 - e. 1 – Portable competition pitching mound at infield.

Synthetic Turf Field

Hellas scope of work:

1. Impervious Liner – Provide and install 30 mil impervious liner over subgrade, under perimeter collector pipe and attach to existing curb and nailer.
2. Nailer – Provide and install **EcoNailer™** – recycled plastic 2" x 4" nailer.
3. Composite Flat Drain – Provide and install 1" x 12" composite flat drain at 30' O.C.
4. Drainage Stone – Provide and place 4" permeable base stone and 1" permeable finish stone; each course laser graded and compacted to proper planarity and density.
5. Synthetic Turf – Provide and install **Major Play®** | **matrix® HELIX 42 oz.** – 100% polyethylene extruded monofilament synthetic turf system with the noted installation options listed below.
 - Baseball lines and markings per attached rendering.
 - Three (3) additional sets of 80 oz. removable panels.
 - One (1) logo per attached rendering.
 - Proprietary **REALFILL™** installation of unique silica pea gravel base and ambient ground SBR rubber.
 - Provide an 8-year manufacturer warranty.

After synthetic turf installation is complete, Hellas will provide an operation and maintenance orientation for the care of the turf field and all equipment quoted above.

Infield Only (±27,465 SF) Proposal Price	\$430,250.00
Full Field (±115,250) Proposal Price	\$1,133,400.00

PROPOSAL ALTERNATES

1. Extra Innings at home plate and softball pitching area. Add to base proposal.
Alternate 1 Amount: \$6,850.00
 2. Add to supply one (1) tow-behind ground-driven groomer. Add to base proposal.
Alternate 2 Amount: \$11,000.00
 3. Add to construct one (1) double bullpen with home plates and pitching rubbers. Add to base proposal.
Alternate 3 Amount: \$23,200.00
 - Add to construct one (1) concrete mound for the double bullpen.
Add to Alternate 3 Amount. +\$9,000.00
-

OWNERS ALLOWANCE

Owner's **maximum** allowance as needed for subgrade soft spot remediation. \$25,000.00

EXCLUSIONS

1. Any item of work not specifically listed above.
2. Existing drainage system repairs.
3. Concrete mounds (at bullpens or infield).
4. Utility relocation.
5. Rock excavation or haul-off.
6. Any concrete work outside the scope of this proposal.
7. Any electrical work.
8. Taxes.
9. Prevailing wages.
10. Any permits or fees, including any utility impact fees generated by construction improvements.
11. The owner shall provide ingress/egress for ALL personnel, equipment, and materials; typical construction traffic shall be expected for the duration of this contract. The contractor is NOT responsible for damage due to typical construction traffic to and from the site.
12. The owner is to supply a secure laydown area for Hellas' materials.

****Pricing is valid for 14 days from the date of this proposal.***

Notwithstanding anything to the contrary in any of the contract documents, under no circumstances shall the performance bonds, maintenance bonds, or the obligations of the surety be liable for any warranty obligations that exceed one year from the date of substantial completion as defined in the contract documents.

Please get in touch with our office should you have any questions regarding this quotation. **Hellas** looks forward to the award of this project and is eager to work with you.



David Anaya
Estimator | **Hellas**
(720) 520-1054
d.anaya@hellas.com

COLOR RENDERING FOR
CONCEPTUAL PURPOSES ONLY



A TENCATE COMPANY
Hellas Construction, Inc. (P) (512) 250-2910
12000 West Parmer Lane (F) (512) 250-1960
Austin, TX 78613 hellasconstruction.com

OWNER:
Watonga Public Schools
Watonga High School
1200 Bufford St, Watonga, OK. 73772
580-623-7362

PROJECT:
SYNTHETIC TURF
BASEBALL/SOFTBALL FIELD
PROJECT LOCATION:
WATONGA, OKLAHOMA



COMMENTS:
Drawing scale accurate ONLY when printed on 11x17
paper. For visual purposes only, actual colors may vary.

DRAWN BY: DSR

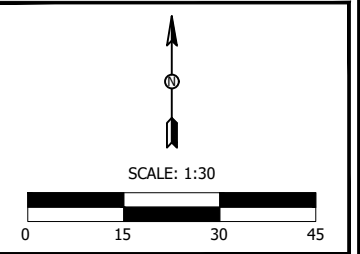
All drawings and written material appearing herein
constitute original unpublished work, and may not be
duplicated, used or disclosed without the written
consent of Hellas Construction, Inc.

DATE:
AUGUST 19, 2025

REVISION:
REV 3

SHEET TITLE:
COLOR RENDERING

SHEET NUMBER:
1



WATONGA HIGH SCHOOL

SUBMITTAL DRAWINGS FOR:

SYNTHETIC TURF BASEBALL FIELD



A TENCATE COMPANY

Hellas Construction, Inc. (P) (512) 250-2910
12000 West Parmer Lane (F) (512) 250-1960
Austin, TX 78613 hellas.com



THIS TURF SUBMITTAL HAS BEEN SENT FOR REVIEW AND APPROVAL BY HELLAS CONSTRUCTION, TURF DIVISION. TURF INSTALLATION WILL NOT PROCEED UNTIL AN APPROVED COPY IS RETURNED.

REVIEWED BY: _____

REVIEWED DATE: _____

Watonga, Oklahoma

INDEX OF DRAWINGS

- 1 COVER
- 2 BASEBALL SEAMING PLAN
- 3 BASEBALL LAYOUT PLAN AND DETAILS
- 4 LOGO DETAILS
- 5 COLOR RENDERING

ISSUE: FOR APPROVAL
DATE: AUGUST 20, 2025



A TENCATE COMPANY
Hellas Construction, Inc. (P) (512) 250-2910
12000 West Parmer Lane (F) (512) 250-1960
Austin, TX 78613 hellas.com

OWNER:
Watonga Public Schools
Watonga High School
1200 Bufford St, Watonga, OK 73772
(580)623-7362

PROJECT:
SYNTHETIC TURF BASEBALL FIELD

PROJECT LOCATION:
Watonga, Oklahoma



COMMENTS:
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DRAWN BY: JC

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DATE:
AUGUST 20, 2025

REVISION:
1.0

SHEET TITLE:
COVER

SHEET NUMBER:
1 OF 5

MEASUREMENTS & QUANTITIES

FEATURES/MATERIALS	DETAILS
AREA OF TURF	116,823 SF.
TURF PERIMETER	1,450 LF.
TWO-TONE GREEN TURF	49,692 SF.
DARK GREEN TURF	36,618 SF.
SPLIT GREEN TURF	7,184 SF.
BROWN TURF	23,329 SF.



Hellas
A TENCATE COMPANY
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Watonga High School
1200 Bufford St, Watonga, OK 73772
(580)623-7362

PROJECT:
SYNTHETIC TURF BASEBALL FIELD

PROJECT LOCATION:
Watonga, Oklahoma



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DRAWN BY: JC

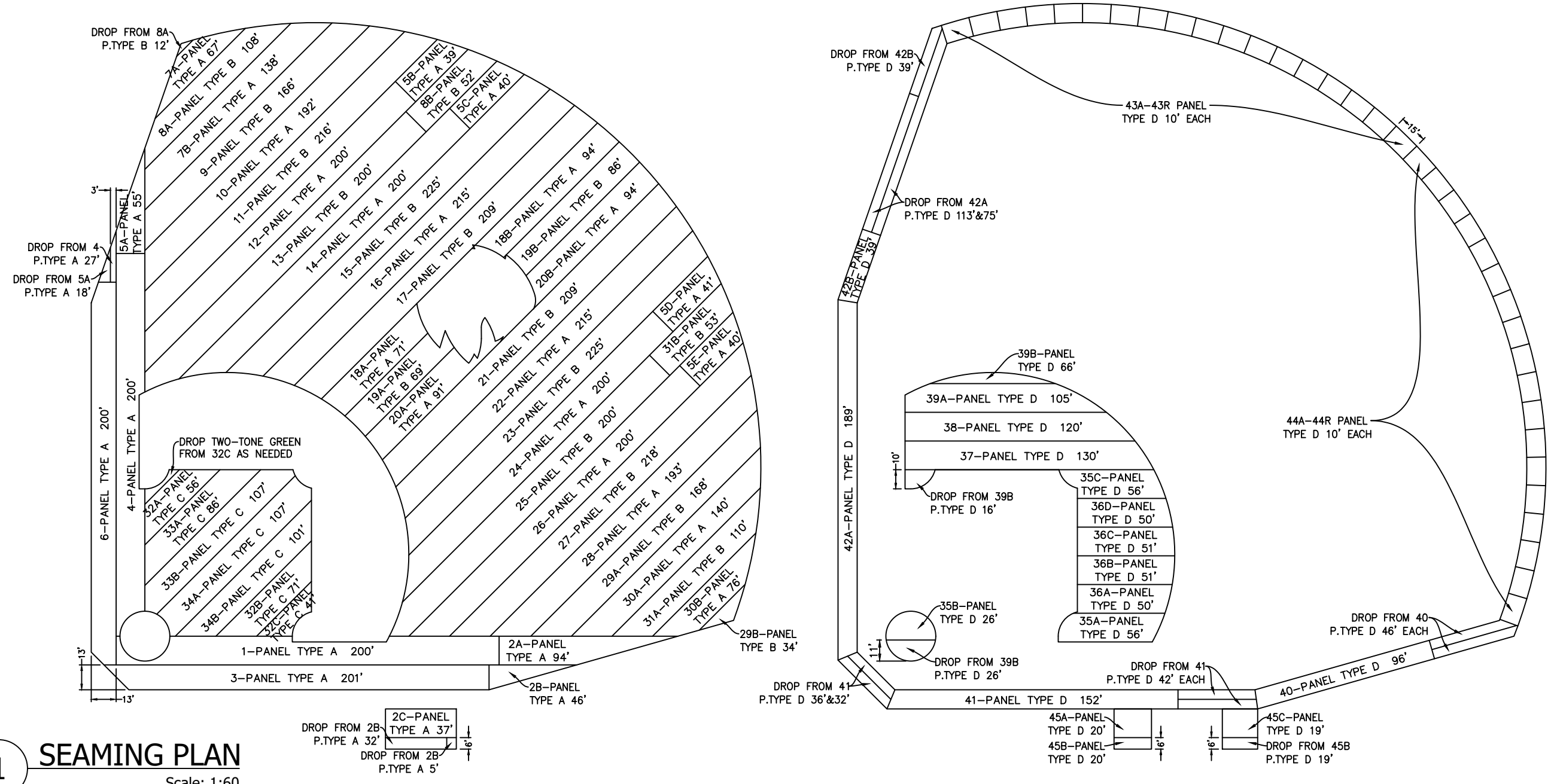
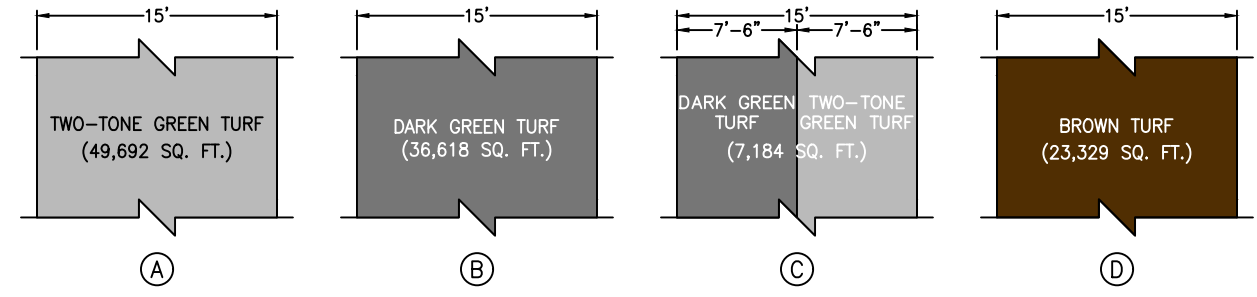
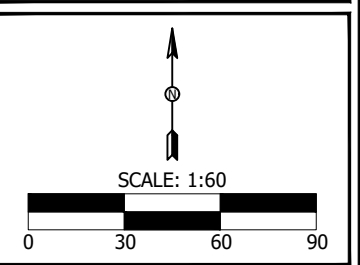
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DATE:
AUGUST 20, 2025

REVISION:
1.0

SHEET TITLE:
SEAMING PLAN AND DETAILS

SHEET NUMBER:
2 OF 5



1 SEAMING PLAN
Scale: 1:60



A YENCATE COMPANY

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12000 West Parmer Lane (F) (512) 250-1960
Austin, TX 78613 hellas.com

OWNER:
Watonga Public Schools
Watonga High School
1200 Bufford St, Watonga, OK 73772
(580)623-7362

PROJECT:
SYNTHETIC TURF BASEBALL FIELD

PROJECT LOCATION:
Watonga, Oklahoma



COMMENTS:
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DATE:
AUGUST 20, 2025

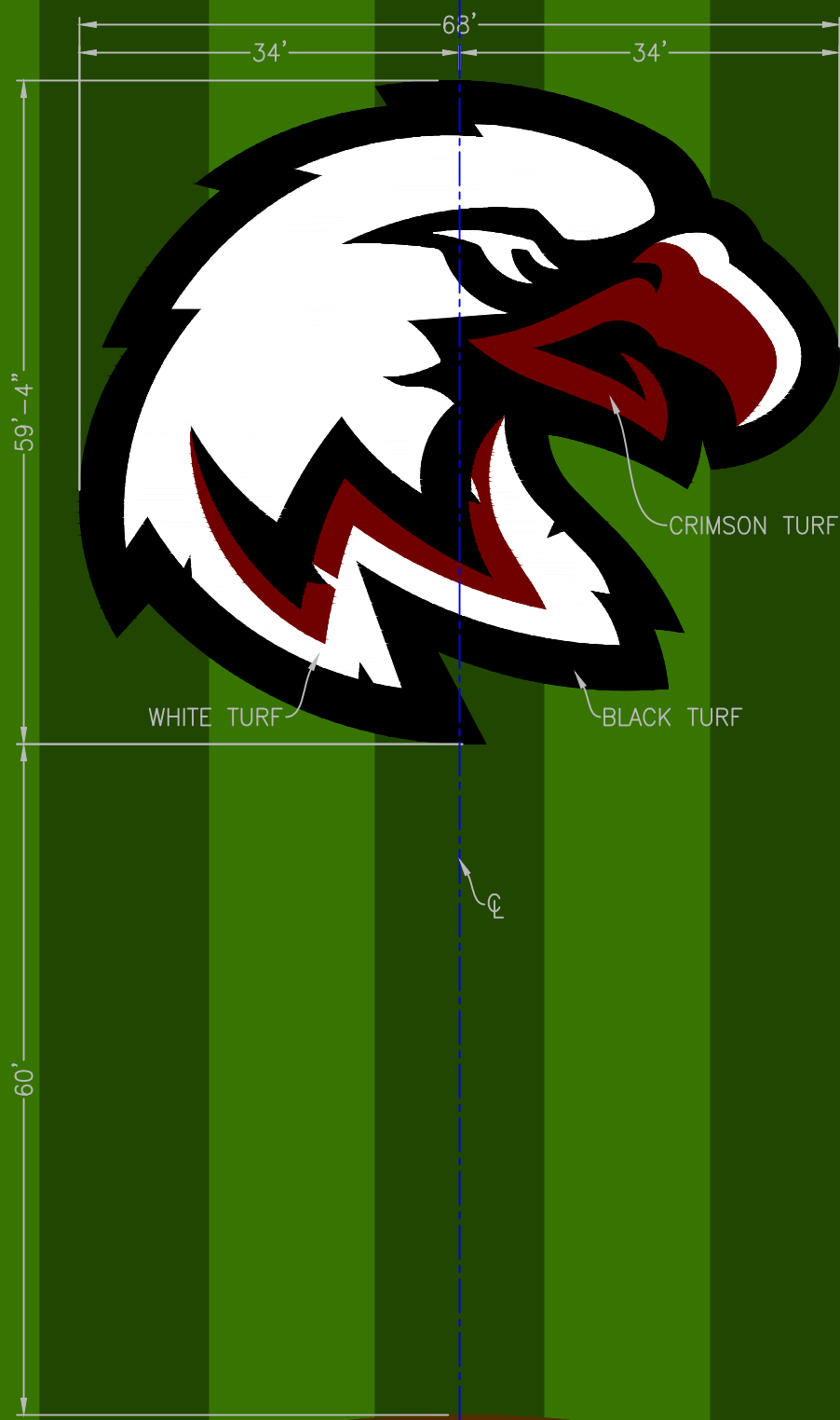
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SHEET TITLE:
LOGO DETAILS

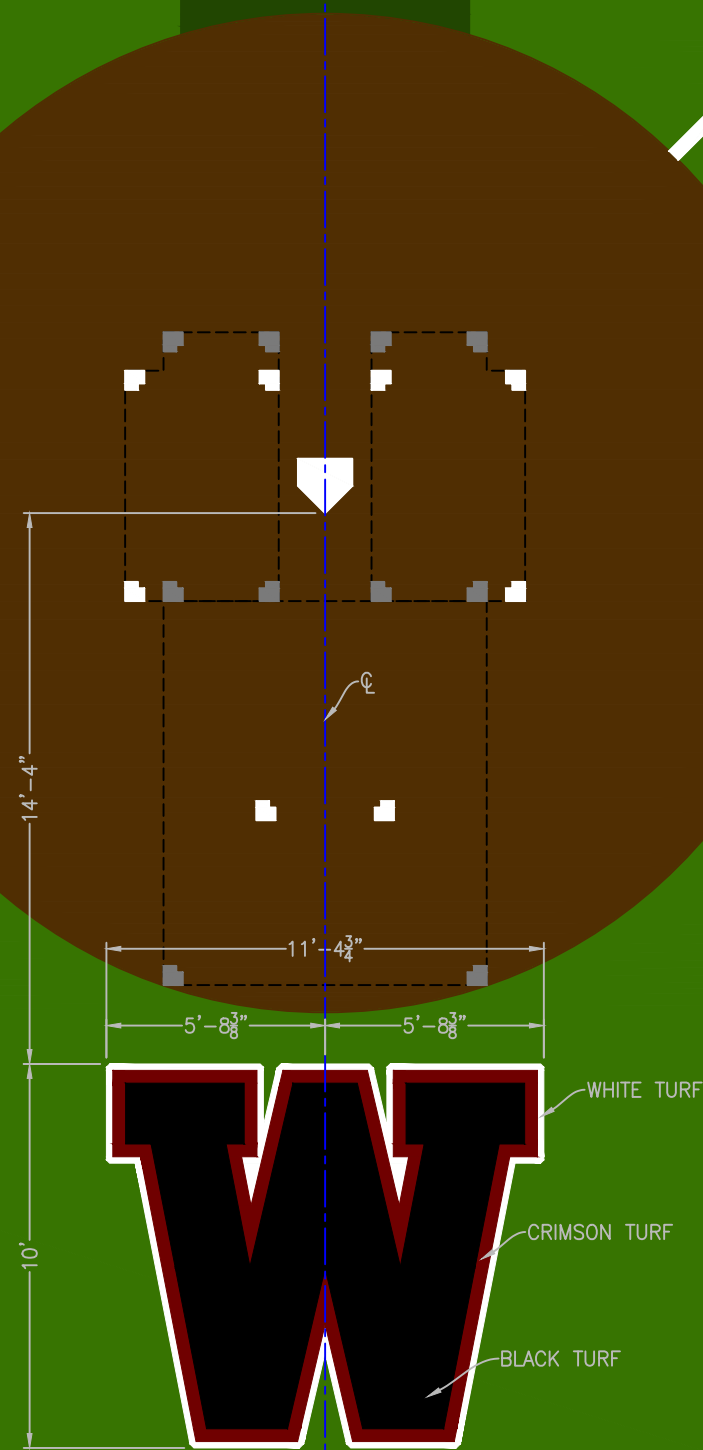
SHEET NUMBER:
4 OF 5



SCALE DRAWN PER DETAIL



1 **OUTFIELD LOGO DETAIL**
Scale: 1:16



2 **HOMEPLATE LOGO DETAIL**
Scale: 1:5



MEASUREMENTS & QUANTITIES	
FEATURES/MATERIALS	DETAILS
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PROJECT LOCATION:
 Watonga, Oklahoma



COLOR RENDERINGS WITHIN THIS TURF SUBMITTAL REPRESENT TURF SCOPE ONLY. IF SHOWN, TRACK LAYOUT, TRACK COLORS AND AERIAL IMAGE ARE DEPICTED FOR GENERAL OVERVIEW.



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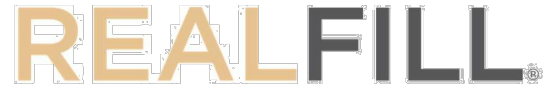
REVISION:
 1.0

SHEET TITLE:
 COLOR RENDERING

SHEET NUMBER:
 5 OF 5

SCALE: 1:40

1 COLOR RENDERING
 Scale: 1:40



A.

	<u>Standard</u>	<u>Property</u>	<u>Specification</u>
1	ASTM D418/D5848	Pile Weight	42-46 oz. /Sq. Yd.
2	ASTM D5848	Primary Backing Weight	7.5 oz. /Sq. Yd.
3	ASTM D5848	Secondary Coating Weight	20-26 oz. /Sq. Yd.
4	ASTM D5848	Total Weight	69.5 – 79.5 oz. /Sq. Yd.
5	ASTM D1907	Yarn Denier (Mono)	12,400
6	ASTM D418/D5848	Pile Height	Finished 1.75 - 2" (+/- 1/8")
7	ASTM D5793	Tufting Gauge	3/8" - 1/2"
8	ASTM D5848	Primary Backing	Multi-Layer Warp-knitted polypropylene
9	ASTM D5848	Secondary Coating	Polyurethane
10	ASTM D1335	Tuft Bind without Infill	8 lbs. +/-
11	ASTM D1682/D5034	Grab Tear (length)	>250 lbs. Force
12	ASTM D1682/D5034	Grab Tear (width)	>350 lbs. Force
13	ASTM D4991	Carpet Permeability	>40 inches/hour
14	ASTM D2859	Flammability (Pill Burn)	Pass
15	ASTM E-11	Realfill™ Infill	4.5 - 6 lbs. +/- per square foot
16		Fabric Width	15'
17		Perforation	3/16" Holes 4" x 4"
18	ASTM D3218	Yarn (Mono)	<u>Mono:</u> Yarn Matrix with Helix Technology Average Thickness 170 microns LLDPE Resin
All Characteristics listed above are nominal +/- 10%			

Major Play Helix turf incorporates life like individual blades of grass, tufted into the strongest and most dimensionally stable backing system available with a polyurethane pre-coat for the ultimate in tuft-bind.

Major Play Helix is filled with a pea gravel (2-3 lbs) and rubber (2.5-3.5 lbs) infill – Realfill®. Infill will be a minimum of 75% of synthetic turf pile height at time of completion. Ratios will be customized for playability to the various areas of the field (infield dirt, grass, warning track, etc.)

Due to the many variations in manufacturing dye lots, it should be expected that some variation in fiber color exists. Although we consider these variances to be minimal, there is no way to assure exact color and absolute uniformity of color hues. Variances in color amongst fiber does not affect the performance or warranty of the fiber.

Helix shape memory technology is added to monofilament fibers during the manufacturing/extrusion process which makes the fiber twist into a helix shape. This unique shape locks in and secures the infill. The monofilament fibers twist to cover and trap the rubber granules reducing infill migration