

CENTRAL VALLEY SCHOOL DISTRICT  
5<sup>th</sup> WARD ELEMENTARY SCHOOL PROPERTY

SEALED BIDS

INSTRUCTIONS TO BIDDERS

1. BIDS SHALL BE SUBMITTED AS FOLLOWS:

A. All bids must be submitted on the **Agreement of Sale** enclosed herewith.

A certified or cashier's check in the amount of five (5%) percent of the bid must accompany the bid. A bid bond is not acceptable as bid security. **The check must be made payable to Central Valley School District.**

Bids withdrawn prior to the bid award will cause the bidder to have forfeited the certified or cashier's check, and the same shall be retained by the Central Valley School District.

The successful bidder's bid security shall automatically become the earnest money deposit referred to in Paragraph 6 of the Agreement of Sale, and shall be held by the School District.

The bid security (*i.e.*, the certified or cashier's check) of the unsuccessful bidder(s) shall be promptly returned upon designation of the award by the School Board.

B. Bids in the form of the Agreement of Sale and the accompanying certified or cashier's check must be placed in a sealed envelope, marked on the outside of the envelope:

5<sup>th</sup> Ward Elementary School Property Bid

Attention: John Maly

2. BID RECEIPT DEADLINE.

A. All bids must be physically received by Central Valley School District at its Administrative Offices, Central Valley School District, 160 Baker Road Extension, Monaca, Pennsylvania 15061 on or before 1:00 p.m. July 8, 2010.

B. NOTE: Bidders assume all risks for untimely delivery by U.S. Mail or private carrier. That is, sealed bids which may have been timely delivered to postal authorities or private carriers shall not be considered timely received unless actually delivered to Central Valley School District on or before the bid receipt deadline.

3. INSTRUCTIONS FOR COMPLETING AGREEMENT OF SALE.

- All bids must be submitted by using the enclosed Agreement of Sale. No other bid form will be accepted.
- Paragraph 1. Insert name, address and telephone number of Buyer(s). (If a Buyer is an individual and spouse purchasing jointly, the spouse of every such Buyer must join in this Agreement by being named as a Buyer and signing the signature page.)
- Paragraph 6. Insert total consideration (*i.e.*, amount of bid).
- Paragraph 6A. Insert amount of earnest money deposit. This amount must be the same as the certified or cashier's check accompanying the bid. This amount must be 5% of the total consideration (*i.e.*, 0.05 x amount of bid).
- Paragraph 6B. Insert amount to be paid by cash or certified funds upon delivery of Deed. (The combined amounts inserted in Paragraphs 6A and 6B should equal the amount inserted in Paragraph 6.)
- The Agreement of Sale must be dated on Page 5 on the lines provided for the Buyer/ Bidder's signature, and signed on the appropriate signature lines. If the Buyer/Bidder is an individual, the Agreement of Sale must be signed by the Buyer/Bidder **and the Bidder's spouse**, and witnessed by an adult on Page 5. If the Buyer/Bidder is a corporation, the Agreement must be signed on Page 6 by an authorized officer of the corporation, witnessed by the corporate secretary, and the corporate seal placed thereon. If the Buyer/Bidder is a partnership, the

Agreement of Sale must be signed on Page 6 by an authorized partner and witnessed by any adult.

- The person or persons signing the Agreement of Sale are hereby deemed to be authorized to execute the Agreement.

4. MODIFICATIONS.

The Board of Directors of the Central Valley School District will **not** accept any modifications to the terms and conditions of the enclosed Agreement of Sale. The sale of the property shall be unconditional, and the property shall be conveyed in “as is” condition.

**THE BOARD OF SCHOOL DIRECTORS OF THE CENTRAL VALLEY SCHOOL DISTRICT  
RESERVES THE RIGHT TO REJECT ANY BID OR ALL BIDS.**

CENTRAL VALLEY SCHOOL DISTRICT  
5<sup>TH</sup> WARD ELEMENTARY SCHOOL PROPERTY

SEALED BIDS

GENERAL CONDITIONS

The Board of School Directors of the Central Valley School District will receive sealed bids for the purchase of its property, being Lot #2 of the 5<sup>th</sup> Ward Elementary School Property Subdivision. The property is located at 2590 Ridge Road, Monaca, Pennsylvania, 15061, a portion of tax parcel 38-002-0503-000, Beaver County, Commonwealth of Pennsylvania, and is commonly referred to as the 5<sup>th</sup> Ward Elementary School Property. By a Subdivision recorded April 19, 2010 in the Beaver County Recorder of Deeds office at Plan Book Volume 34, Page 4, the 5<sup>th</sup> Ward Elementary School Property was divided into two lots. The District is soliciting sealed bids to purchase Lot #2 of the Subdivision, which comprises 1.079 acres, more or less, and contains the existing school building.

DEADLINE FOR SUBMITTED SEALED BIDS.

Sealed bids must be received on or before 1:00 p.m. July 8, 2010, at the Administrative Offices of the Central Valley School District, 160 Baker Road Extension, Monaca, Pennsylvania 15061. Bids must be in a sealed envelope, marked as follows:

5<sup>th</sup> Ward Elementary School Property Bid

Attention: John Maly

CERTIFIED OR CASHIER'S CHECK:

A certified or cashier's check in the amount of five (5%) percent of the bid must accompany the bid. (A bid bond is not acceptable as bid security.) **Make the check payable to Central Valley School District.** The certified or cashier's check presented by an unsuccessful bidder will be promptly returned upon designation of the award by the School Board. A successful bidder's certified or cashier's check shall be deposited into a School

District account and be considered the earnest money deposit (see Paragraph 6 of the enclosed Agreement of Sale.)

BID OPENING:

The Board of School Directors of the Central Valley School District will open all sealed bids on July 8, 2010 at a public meeting to be held at 2:00 p.m. at the Administrative Offices of the Central Valley School District, 160 Baker Road Extension, Monaca, Pennsylvania 15061. Please note that bids not received on or before the 1:00 p.m. bid receipt deadline will not be opened or considered.

BID AWARD:

The successful bid, if any, shall be awarded on or before July 15, 2010 by the Board of School Directors of the Central Valley School District at an open, public meeting.

Upon awarding a bid, the Board shall sign and date its acceptance on the Agreement of Sale and forward a copy to the successful bidder.

FORFEITURE OF BID SECURITY:

In the event any bid is withdrawn prior to the actual bid award, the withdrawing bidder shall forfeit its bid security to Central Valley School District.

THE BOARD OF SCHOOL DIRECTORS OF THE CENTRAL VALLEY SCHOOL DISTRICT RESERVES THE RIGHT TO REJECT ANY BID OR ALL BIDS.

Any questions or inquiries concerning this bid should be directed to John Maly, Central Valley School District, 160 Baker Road Extension, Monaca, Pennsylvania 15061. Telephone No. (724) 775-5600.

**AGREEMENT OF SALE**

**(BID FORM)**

1. PARTIES: By and Between:

Central Valley School District  
Administrative Office  
160 Baker Road Extension  
Monaca, PA 15061

hereinafter called "Seller"

A  
N  
D

\_\_\_\_\_  
Name(s) of Buyer(s)/Bidder(s)

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State and ZIP Code

\_\_\_\_\_  
Telephone Number

hereinafter collectively called "Buyer."

2. COVENANT TO SELL: WITNESSETH THAT: Seller and Buyer, intending to be legally bound hereby, covenant and agree as follows: Seller shall, on the date hereinafter specified, by deed of Special Warranty, well and sufficient grant and convey unto Buyer, in fee simple, clear of all liens and encumbrances except as hereinafter set forth, good and marketable title (and such as will be insurable by any responsible title insurance agent at regular rates) to the following (hereinafter referred to as "the Property"):

3. DESCRIPTION: Lot #2 of the 5<sup>th</sup> Ward School/Baseball Field Subdivision, a portion of that certain lot or parcel of land located at 2590 Ridge Road, Monaca, Beaver County, Commonwealth of Pennsylvania, known as Tax Map. No. 38-002-0503-000. Lot #2 is comprised of 1.079 acres, more or less, and contains an existing school building.

4. TITLE REFERENCE. Lot #2 of the 5th Ward School/Baseball Field Subdivision recorded on April 19, 2010 in the Beaver County Recorder of Deeds Office at Plan Book 34, Page 4.

5. ITEMS INCLUDED IN SALE: The conveyance will be made together with all easements and appurtenances whatsoever thereunto appertaining.
6. CONSIDERATION: Buyer will purchase the Property and will pay therefor the sum of \_\_\_\_\_ . This consideration shall be payable as follows:
  - A. Earnest money deposit accompanying this Agreement: \_\_\_\_\_
  - B. Cash or certified funds on delivery of Deed: \_\_\_\_\_.

If Seller accepts this Agreement of Sale, the earnest money deposit shall be held by Seller.

7. SETTLEMENT: Settlement shall be held within thirty (30) days of bid award or within thirty (30) days of the premises being vacated by Seller, whichever occurs last. By written notice to Buyer, Seller may designate a definite time within five (5) days of said date and a definite place in Beaver County, Pennsylvania, for settlement. The parties may, by written agreement, mutually agree to extend the date of settlement.
8. REALTY TRANSFER TAX: The cost of real estate transfer taxes shall be borne by Buyer.
9. POSSESSION: Possession of the Property shall be delivered to Buyer on day of settlement.
10. EMINENT DOMAIN: If the Property or any part thereof is taken by eminent domain prior to settlement, Seller shall have the option to (a) void this Agreement, whereupon all monies paid on account hereof shall forthwith be paid to Buyer and upon such payment all parties shall be relieved of liability hereunder, or (b) elect to proceed with this Agreement and receive the full consideration, in which event Seller shall assign to Buyer all damages to which Seller may be entitled and which may be assigned by Seller pursuant to the Pennsylvania Eminent Domain Code. Within five (5) days after the notification of any such taking, but in no event later than the settlement, Seller shall notify Buyer thereof.
11. BUYER'S EXPENSES. Buyer shall pay all necessary costs related to deed preparation, title clearance, settlement services, surveying of the Property, and obtaining a legal description of the Property. Buyer shall also reimburse Seller for any costs incurred by Seller for advertisement of the public bid process for the property.
12. MUNICIPAL IMPROVEMENTS: Buyer shall pay for all work and improvements for which a municipal claim may be filed against the Property where an ordinance or resolution authorizing such work or improvement is adopted prior to the date of this Agreement, or is adopted on or after the date of this Agreement.
13. DEFAULT: In the event of default by Buyer, Seller may at Seller's option elect to:
  - (1) retain the earnest money and all monies paid on account of the purchase price as liquidated damages, in which event this Agreement shall become null and void and both parties shall thereupon be released of all further liability hereunder. It is

hereby agreed that, without resale, Seller's damages will be difficult to ascertain and that the earnest money and all monies paid on account of the purchase price constitute a reasonable liquidation thereof and not a penalty; or

- (2) apply said monies towards Seller's damages, including but not limited to, loss of bargain, consequential damages and attorneys' fees; provided however that no such election of 13(2) hereof shall be final or exclusive until full satisfaction shall have been received.
14. MODIFIED TIME OF ESSENCE: If full performance of this Agreement is not completed by the date set forth in Paragraph 7, and if the parties do not mutually agree to extend the settlement date, either party shall have the right after that date to declare time to be of the essence of this Agreement by giving written notice to the other party. Such notice shall contain a declaration that time is of the essence and shall fix the time, date and place of final settlement, which date may not be sooner than fifteen (15) days nor later than thirty (30) days following the effective date of giving such notice.
15. CASUALTY: If, at any time before settlement, the Property is destroyed or damaged by fire, earthquake, or other casualty, and the damage cannot be repaired for less than \$50,000, Buyer may terminate this Agreement and be released from all obligations hereunder. If Buyer elects to terminate, Buyer shall be entitled to the return of all monies paid hereunder and deposited in escrow. If Buyer does not elect to terminate, Seller shall assign to Buyer any insurance proceeds paid on account of the casualty, or any claims under the insurance policies. In that event, Buyer shall complete the purchase of the Property and accept the same in its damaged condition. If, at any time before the close of escrow, the Property is damaged by fire, earthquake, or other casualty and the damage can be repaired for less than \$50,000, Seller shall repair the damage at its expense but may retain the insurance proceeds.
16. UNDER AND SUBJECT: Buyer shall take title to the Property SUBJECT to the following: (a) building and use restrictions of record; (b) vehicular or pedestrian easements of record affecting the Property and being contiguous to the front, rear or side lot lines; (c) water, sewer, gas, electric, cable television and telephone lines or easements therefor of record or as presently installed; (d) prior grants, reservations or leases of coal, oil, gas or other minerals as shown by instruments of record; and (e) easements apparent upon inspection of the Property.
17. INSPECTION OF PROPERTY: It is hereby understood between the parties hereto that the Property has either been inspected by Buyer or Buyer has had an opportunity to inspect same; that the same is being purchased solely in reliance upon such inspection and that there have not been and are no representations or warranties, express or implied, with respect to the physical condition of the Property made by Seller.
  - A. Seller acknowledges that environmentally hazardous material in the form of asbestos-containing building products may be incorporated in the 5<sup>th</sup> Ward Elementary School Property. Buyer hereby acknowledges that Buyer is purchasing the 5<sup>th</sup> Ward Elementary School Property in "as is" condition, and as such Buyer solely bears the risk regarding the presence of any nonpermissible asbestos-containing building materials.

- B. Seller has no knowledge concerning the presence or absence of radon in the building. Buyer hereby acknowledges that Buyer is purchasing the 5<sup>th</sup> Ward Elementary School Property in “as is” condition, and as such Buyer solely bears the risk regarding the presence of any radon in or on the Property and shall solely bear the costs of inspection and removal should the same be necessary.
- C. Buyer hereby releases, quitclaims and forever discharges Seller, Seller’s employees, officers, servants and agents or any one of them from any and all claims, losses or demands, including personal injuries, and all of the consequences thereof, where now known or not, which may arise from the presence of asbestos and/or radon in any building on the property. Buyer further agrees to indemnify and hold harmless the Seller and its successors and assigns, including its employees, officers and directors, from and against all claims, administrative orders, suits, actions, proceedings, demands, assessments, judgments, debts, damages, costs, charges and expenses, including but not limited to court costs, attorneys’ fees, interest and penalties, and from and against all liabilities, obligations, losses and damages of whatever nature that may be made against it or them or which it or they may sustain or suffer arising from or by reason of any injury or damage to person or property, or violation of any law, regulation, or other rule caused by Buyer in any demolition and removal of existing buildings or parts thereof erected on the Property and the disposal of the materials comprising same.
18. SEWAGE FACILITY: The Pennsylvania Sewage Facilities Act of January 24, 1966, No. 537 P.L. 1535, as amended, requires that there be a statement regarding the availability of a community sewage system. The Property is serviced by a community sewage system except as otherwise noted by the Seller.
19. SEALED BID: Buyer acknowledges that this Agreement is being delivered to Seller pursuant to a sealed bid as provided for by the Pennsylvania Public School Code of 1949, as amended, Section 707 (2), 24 P.S. §7-707(2). The terms and conditions of said bid are set forth in the public advertisement, and the “General Conditions” and “Instructions to Bidder,” which items are incorporated herein by reference thereto as set forth at length.
20. UNCONDITIONAL SALE. Except any conditions expressly set forth in this Agreement, the purchase of the Property shall be otherwise unconditional and subject to no contingencies whatsoever, such as, but not limited to, financing.
21. REAL ESTATE BROKER: Should Buyer utilize the services of a real estate broker, Buyer specifically acknowledges that Buyer shall be solely responsible for any broker’s commission, fees or costs that may arise and shall indemnify and save Seller harmless from any such commissions, fees or costs and/or any and all costs, including attorneys’ fees, incurred as a result of any claim, founded or unfounded, for such fees, commissions or costs brought against Seller.
22. WAIVER OF TENDER; NOTICES: Formal tender of deed and of purchase price are hereby waived. Except as otherwise provided herein, any notices between the parties hereto shall be in writing and may be served in the same manner provided by law for the service of process in equity or may be mailed by certified or registered mail to either

party at the respective addresses above set forth. If mailed, such notice shall be deemed effectively given as of the second business day after the date of posting.

23. ENTIRE CONTRACT: This Agreement constitutes the entire contract between the parties hereto and there are no other understandings, oral or written, relating to the subject matter hereof. This Agreement may not be changed, modified or amended, in whole or in part, except in writing, signed by all parties.

Wherever used in this Agreement, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. Paragraph headings are inserted for convenience only and shall not form part of the text of this Agreement.

24. COVENANT NOT TO RECORD: Buyer will not record this Agreement and any such recording shall constitute default by Buyer hereunder.

25. BINDING EFFECT: This Agreement and all of its terms and conditions shall extend to and be binding upon the parties hereto and upon their respective heirs, executors, administrators, successors and assigns.

26. COAL NOTICE: NOTICE – THIS DOCUMENT DOES NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL SUCH COAL AND IN THAT CONNECTION DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P.S. 984, as amended, and is not intended as notice of unrecorded instruments, if any.)

The deed shall contain the notice as set forth above and shall also contain, and Buyer shall sign, the notice specified in the Bituminous Mine Subsidence and Land Conservation Act of 1966.

27. INSTRUCTIONS TO BIDDERS/GENERAL CONDITIONS: The Instructions to Bidders and General Conditions which accompanied this Agreement of Sale (Bid Form) are incorporated herein by referenced thereto and are deemed a part of this Agreement of Sale (Bid Form). Buyer acknowledges that Buyer has received and reviewed said Instructions and General Conditions prior to submitting this Agreement of Sale (Bid Form).

THIS IS A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, CONSULT YOUR ATTORNEY PRIOR TO SIGNING.

WITNESS the due execution hereof this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

IF BUYER IS AN INDIVIDUAL (Note: A spouse of any individual Buyer is required to execute and be bound by this Agreement as a Buyer):

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Buyer

\_\_\_\_\_

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Buyer

IF BUYER IS A PARTNERSHIP:

\_\_\_\_\_  
Insert name of partnership

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Witness

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

IF BUYER IS A CORPORATION:

ATTEST:

\_\_\_\_\_  
Insert name of corporation

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
[Insert title of officer)

(CORPORATE SEAL)

**ACCEPTANCE**

NOW, this \_\_\_ day of \_\_\_\_\_, 2010, the foregoing Agreement is hereby accepted by Seller.

ATTEST:

CENTRAL VALLEY SCHOOL DISTRICT

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_ (SEAL)  
President