

ADVANCED INDUSTRIAL ROOFING, INC.

CONTRACT

This contract is entered into on the 31st day of July, 2023, effective as of the date of the last party to sign below, between Advanced Industrial Roofing, Inc., 1330 South Erie Street, Massillon, Ohio, 44646, hereinafter referred to as the "Contractor", and Buckeye Local School District, having an address at 3436 Edgewood Drive, Ashtabula, Ohio 44004 hereinafter referred to as the "Owner's Representative".

For valuable consideration, and in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

1. Scope of Work:

See attached quote dated 7-28-23

2. Work Sites:

The project shall be constructed on the property of Owner's Representative located at 5875 Route 193, Kingsville, Ohio 44048 and more particularly described as Kingsville Elementary School, and hereinafter referred to as "the work site". The project shall also be constructed on the property of Owner's Representative located at 3436 Edgewood Drive, Ashtabula, Ohio 44004 and more particularly described as Braden Middle School. Owner's Representative hereby authorizes Contractor to commence and complete the usual and customary scope of work as described above on said work site, as may be required in the judgment of the Contractor to complete the project.

3. Time of Completion:

Contractor shall commence the work to be performed under this contract on or before the 4th, day of August, 2023 (WEATHERPERMITTING), and shall substantially complete the work on or before 23rd day of August, 2023 (WEATHER PERMITTING) **depending on availability of material and material deliveries the start date may change**. Contractor shall not be liable for any delay due to circumstances beyond its control including, strikes, casualty, acts of God, illness, injury, or general unavailability of materials.

In addition, the Contractor shall not be responsible for delays for any of the following reasons: failure of the issuance of all necessary building permits within a reasonable length of time, funding of loans, disbursements of funds into funding control or escrow, acts of neglect or admission of owner or owners employees, or owners agents, inclement weather, strikes, lockouts, boycotts or other labor union activities, extra work ordered by owner, acts of public enemy, riots or civil commotion, inability to secure material through regular or recognized channels, imposition of governmental priority or allocation of materials, failure of owner to make payments when due, or delays caused by inspection or changes ordered by the inspectors of authorized governmental bodies, or for acts of independent contractors, or holidays, or other causes beyond contractors reasonable control.

4. Permits:

Contractor shall apply for and obtain such permits and regulatory approvals as may be required by the Federal, state, county and/or local municipal governments, the cost thereof shall be included as part of the project price.

5. Insurance:

Contractor shall maintain general liability, workers' compensation, and builders risk insurance.

6. Changes to Scope of Work:

Owner's Representative may take changes to the scope of the work, including changes to the drawings and specifications, from time-to-time during the construction of the project. However, any such change or modification shall only be made by written "change order" signed by both parties. Said change orders shall become part of this contract. Owner's Representative agrees to pay any increase in the cost of the project as a result of a change order. In the event the cost of a change order is not known at the time a change order is executed, the contractor shall estimate the cost thereof, and Owner's Representative shall pay the actual cost whether or not it is in excess of the estimated cost. Any additional work to be performed will be done on a time and material basis at \$ 75.00 per man hour plus material costs.

7. Contract Price:

Owner's Representative agrees to pay Contractor the sum of \$ 458,831.00 for performing the services set forth in the scope of work. Contractor shall be paid as follows: \$ 294,720.00 due 30 days from receipt of invoice for delivery of material, and job set up. Balance Billed progressively, invoice due 30 days from receipt of invoice.

8. Late Payment/Default:

A failure to make payment for a period in excess of ten (10) days from the date shall be deemed a material breach of this contract. If payment is not made when due, Contractor may suspend work on the job until such time as all payments due have been made without breach of the contract pending payment or resolution of any dispute. Owner's Representative agrees to pay a late charge of 1% of all payments that are more than ten (10) days late plus interest at the rate of 1% per month.

9. Destruction and Damages:

If the project is destroyed or damaged for any reason, except where such destruction or damage was caused by the sole negligence of the Contractor or its subcontractors, Owner's Representative shall pay Contractor for any additional work done by Contractor in rebuilding or resorting the project to its condition prior to such destruction or damage. If the estimated price of replacing work already accomplished by Contractor exceeds 20% of the contract price, either the Contractor or Owner's Representative may terminate this contract. Upon termination by either party, the Contractor shall be excused from further performance under this contract and Owner's Representative shall pay Contractor a percentage of the contract price in proportion to the amount of work accomplished prior to the destruction or damage.

10. Assignment:

Neither party may assign this contract, or payments due under this contract, without the other parties written consent. Any such other assignment shall be void and have no legal effect.

11. Interpretation:

(a) Interpretation of documents. The contract, drawings and specifications are intended to supplement one another. In the event of a conflict, the specifications shall control the drawings, and the contract shall control both. If work gets displayed on the drawings, but not called for in the specifications, or if the work is called for in the specifications but not displayed on the drawings, the Contractor shall be required to perform the work as though it was called for and displayed in both documents.

(b) Entire Agreement. This Contract constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work or to be performed under this contract exists between the parties. This contract may only be modified by a written agreement signed by both parties.

(c) No waiver of any provision of this agreement shall be deemed, or shall constitute a waiver of any other provision whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

(d) If any provision of this agreement is held unenforceable, then such provision will be modified to reflect the parties intention. All remaining provisions of this agreement shall remain in full force and effect.

(e) Governing Law/Venue. This Contract shall be interpreted and governed in accordance with the laws of the State of Ohio, and the parties stipulate that venue for any disputes associated with this Contract shall reside in Stark County, Ohio.

12. Performance.

(a) Contractor may, at its discretion, engage licensed subcontractors to perform work pursuant to this Contract providing contractor shall remain fully responsible for the proper completion of the project.

(b) All work shall be completed in a workmanlike manner and in compliance with all building codes and applicable laws. To the extent required by law, all work shall be performed by individuals duly licensed and authorized by all of that perform said work.

(c) Contractor agrees to remove all debris and leave the premises in a broom-clean condition.

13. Warranty.

Roofing materials provided by the manufacturer are warranted for a period of 20 years. Contractors warranty shall be limited to defects in workmanship in the scope of the work performed by the contractor in which arise and become known within 2 years from the date thereof. Contractor agrees to repair any roofing leaks under normal anticipated weather conditions. Ice damming is not a normally anticipated condition. Damage done to the roof system through no fault of the contractor are not warranted by contractor. All said defects arising after 0 years, and defects in materials are not warranted by contractor. Contractor hereby assigns to owner all warranties on materials as provided by the manufacturer of said materials.

14. Asbestos and Hazardous Waste.

Unless the contracts specifically calls for the removal, disturbance or transportation of asbestos or other hazardous substances, the parties acknowledge that such work requires special procedures, precautions, and/or licenses. Therefore, unless the contract specifically calls for the same, if contractor encounters such substances, contractor shall immediately stop work and allow the owner to obtain a dually qualified asbestos and/or hazardous material contractor to perform the work or do the work at contractor's option. Said work shall be treated as an extra under the contract.

15. Items not Responsibility of Contractor.

Contractor shall not be held responsible for any existing violations of applicable building regulations or ordinances, whether cited by the appropriate authority or not. Contractor is not responsible for any abnormal or unusual pre-existing conditions. Correction of such violations or abnormal conditions by contractor shall be considered additional work and shall be dealt with as herein provided for under "Extra Work."

16. Owners Responsibilities.

(a) The owner's representative is responsible for water, gas, sewer, and electrical utilities from the appropriate agency to the meter or device, unless otherwise agreed to in writing. It's the owner's representatives responsibility, at owners expense, to provide toilet facilities, electric and water to the site as needed by the Contractor.

(b) Owner's Representative agrees to keep driveways clear and available for movement and parking of trucks and other equipment during normal working hours. If owner's representative denies access to any work or materials supplier during the scheduled working hours, the owner's representative will be held in breach to the agreement and will be liable for such breach.

(c) Owner's Representative will purchase insurance at owners expense before any work begins. Such insurance will have course of construction, fire, vandalism, malicious mischief and other perils, clauses attached. The insurance must be in an amount at least equal to the contract price and provide that any loss be payable to the contractor. The insurance is to cover the owner, owner's representative, contractor, subcontractor and construction lender in the amount of their respective interest. If the owner does not purchase such insurance, the owner's representative may purchase it and charge such cost to the owner.

17. Drawings and Specifications.

The project will be constructed according to drawings and specifications that have been examined by owner and that have been or may be signed by the parties to this contract. Measurements, sizes and shapes, and plans or specifications are approximate and subject to field verification. Unless otherwise specified, all dimensions are exterior dimensions. In the event of a conflict between the plans, specifications, etc., and the agreement, this agreement is controlling. Unless specifically agreed upon in writing between owner and contractor and made part of this agreement, this contract does not include: (a) plumbing, gas, waste, and water lines, (b) electrical service, (c) rerouting, relocating and placing vents, ducts, or other conduits not shown or those encountered during construction or changes required to existing wiring, vents, pipes, ducts or conduits.

This Contract entered into on the above said date by and between the Contractor and Owner's Representative.

CONTRACTOR:

ADVANCED INDUSTRIAL ROOFING, INC.

BY:

Jeff Rupert

Title: 2nd Vice President

Date: _____

OWNER'S REPRESENTATIVE :

BY:

Kassandra Brand

Title:

Treasurer

Date:

8.2.2023

BID FORM

PROJECT: Roof Replacement – 20 Year Warranty
Buckeye Local School District
3436 Edgewood Drive
Ashtabula, OH 44004

BID TO: Mr. Steve Kray
Director of Facilities
Buckeye Local School District
3436 Edgewood Drive
Ashtabula, OH 44004
s.kray@buckeyeschools.info

DUE DATE: Friday, July 28th, 2023, at 1:00 P.M.

BID FROM: Advanced Industrial Roofing, Inc.

1330 Erie Street S

Massillon, Ohio 44646

330-837-1999

1. The undersigned BIDDER agrees, if this Bid is accepted, to enter into an agreement with OWNER, in the form included in the Bidding Documents, to perform and furnish the Work as specified or indicated in the Bidding Documents for the Bid Price and within the Bid Times indicated in the Bid and in accordance with the other terms and conditions of the Contract Documents.
2. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - a. The owner has the right to reject this Bid;
 - b. BIDDER accepts the provisions of the Instructions and Supplementary Instructions to Bidders regarding disposition of Bid Security;
 - c. BIDDER will sign and submit the Agreement with documents required by the Bidding Requirements within 10 days after the date of OWNER'S Notice of Award;
 - d. BIDDER has examined copies of all the Bidding Documents;
 - e. BIDDER has visited the site and become familiar with the general, local and site conditions;
 - f. BIDDER is familiar with federal, state and local laws and regulations;
 - g. BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Bidding Documents and additional examinations, investigations, explorations, tests, studies and data with the Bidding Documents;
 - h. This Bid is genuine and not made in the interest of or on behalf of an undisclosed person, firm or corporation and is not submitted in conformity with an agreement or rules of a group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited another BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced a person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself an advantage over another BIDDER or over OWNER;

- i. BIDDER has received the following Addenda receipt of which is hereby acknowledged;

Date	Number
<u>7/26/23</u>	<u>1</u>
<u>7/26/23</u>	<u>2</u>
<u> </u>	<u> </u>

3. BIDDER will complete the WORK in accordance with the Contract Documents for the following price(s):

ITEM 1. Base Bid – Roof Replacement - 20 Year Leak Free Warranty

ALL LABOR AND MATERIALS, for the sum of \$ 458,831.00

Sum in words: Four Hundred Fifty Eight Thousand, Eight Hundred Thirty One and 00/100

Total Square Feet (Field + Flashings): 17,400

ITEM 2. Unit Price – Concrete Deck Replacement, per square foot

ALL LABOR AND MATERIALS, for the sum of \$ 25.00 / square ft

Sum in words: Twenty Five and 00/100

ITEM 3. Unit Price – Concrete Deck Repair, per square foot

ALL LABOR AND MATERIALS, for the sum of \$ 15.00 / square ft

Sum in words: Fifteen and 00/100

ITEM 4. Unit Price – Wood Nailer Replacement, per lineal foot

ALL LABOR AND MATERIALS, for the sum of \$ 4.49

Sum in words: Four and 49/100

ITEM 5. Unit Price – Drain Replacement, per drain

ALL LABOR AND MATERIALS, for the sum of \$ 1050.00

Sum in words: One Thousand Fifty and 00/100

ITEM 6. Unit Price – Drain Collar and Dome Replacement, per drain

ALL LABOR AND MATERIALS, for the sum of \$ 650.00

Sum in words: Six Hundred Fifty and 00/100

This bid shall be valid for 30 days past opening:

The undersigned, in compliance with your invitation for bids for the above referenced project for the Owner, having examined the Drawings and Specifications and related documents and the site of the proposed work and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of labor, hereby propose to furnish all labor, material and supplies as required for the work in accordance with the Contract Documents as specified and within the time set forth and at the price stated herein. Our Company has included all taxes, warranty fees, inspection fees and related costs in our bid for the above referenced project.


Signature

7/28/23

Date

Advanced Industrial Roofing, Inc.

Contractor's Company Name

State Contracting Number

330-837-1999

Phone

330-837-7864

Fax

NOTE: If awarded by August 1, 2023:

- Start on or before August 11, 2023
- Dry in complete August 23, 2023 (weather permitting)
- Completion of detail work – sheet metal and any remaining roof removal if needed to be completed after school or on weekends

Scope of Work

Buckeye Local School District
3436 Edgewood Drive
Ashtabula, OH 44004

Braden Middle School - Sections 12 and 15

TPA Replacement-20 year warranty

1. Set up OSHA compliant safety equipment, as necessary.
2. Remove existing roof down to concrete deck.
3. Clean substrate of substances detrimental to installation of new roofing system.
4. Install two layers of 2.2" polyisocyanurate in Low Rise Foam adhesive.
5. Install drain sumps no less than 4'x4'.
6. Install Tremco's TPA 60 Mil membrane over ISO in TPA LV Bonding Adhesive.
7. Areas determined to have low flashing heights will require liquid flashing with Alphaguard MTS using the three-course method.
8. Roof 15 only: Install new wood nailer as needed.
9. Roof 15 only: Install a 24 Gauge Kynar coated coping cap on parapet wall.
10. Install new 24 gauge Kynar coated surface mount counter flashing per Tremco Standards.
11. Remove all debris and equipment from job site upon completion of scope.
12. Issue a Tremco 20 year leak free warranty.

Kingsville Elementary School - Sections 1, 3, and 8

TPA Replacement-20 year warranty

1. Set up OSHA compliant safety equipment, as necessary.
2. Remove existing roof down to concrete deck.
3. Clean substrate of substances detrimental to installation of new roofing system.
4. Install two layers of 2.2" polyisocyanurate in Low Rise Foam adhesive.
5. Install drain sumps no less than 4'x4'.
6. Install Tremco's TPA 60 Mil membrane over ISO in TPA LV Bonding Adhesive.
7. Areas determined to have low flashing heights will require liquid flashing with Alphaguard MTS using the three-course method.
8. Roof 8 only: Install new wood nailer as needed.
9. Roof 8 only: Install new drip edge, downspouts, and gutter.
10. Install new 24 gauge Kynar coated surface mount counter flashing per Tremco Standards.
11. Remove all debris and equipment from job site upon completion of scope.
12. Issue a Tremco 20 year leak free warranty.



A Subsidiary of Tremco Incorporated

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