

RESOLUTION NO. 033-2021

Roof Replacement – Service Garage 7924 Fitch Rd

Cuyahoga County, Ohio

Be it Resolved by the Township Trustees of Olmsted Township, that

WHEREAS On November 10, 2020 Olmsted Township Board of Trustees purchased from Cuyahoga County the Service garage building located at 7924 Fitch Rd.

WHEREAS Cuyahoga County removed and remediated the BUSTR (underground storage tanks) onsite, and the Township committed to the replacement of the roof.

WHEREAS Olmsted Township advertised in accordance with ORC 5050.264 C (2) seeking proposals for energy conservation measures for the installation of a new roof.

WHEREAS The Township will be utilizing NOPEC resources in part to offset costs from the general fund.

WHEREAS Warren Roofing of Walton Hills, Ohio submitted a bid for \$124,000 in accordance with specifications in the advertisement. The bid submitted was found to meet the bid requirements and has been reviewed and found to be in conformance with the bid requirements.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of Olmsted Township, State of Ohio, that: the bid submitted by Warren Roofing of Walton Hills, Ohio for \$124,000.00 has been reviewed and accepted account number 1000-760-730-0000 for improvement of sites.

Said Agreement and attachments is marked as Exhibit A and attached hereto and made a part hereof as though fully rewritten herein. Said Specifications and Bidders as Exhibit B
Said Advertisement as Exhibit C. Said Recommendation Memo from Service Director Exhibit D

BE IT FURTHER RESOLVED; It is found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and of any of its committees that resulted in such formal actions were in meetings open to the public in compliance with all legal requirements including, without limitation, Section 121.22 of the Revised Code.

Adopted the 24th day of March, 2021

Attest: Brian W. Gillittle
Township Fiscal Officer

J. J. Jr.
James M. Kueh
J. E. C.
Township Trustees



7924 Fitch Road, Olmsted Township, OH 44138
Phone Number: 440-235-1011
publicservice@olmstedtownship.org

Memorandum

To: Rebecca Corrigan, Township Administrator
CC: File, Fiscal Office
From: Eric Williams, Director, Public Service Department
Date: March 16, 2021
Re: Public Service Department Roof Project – bid award

On March 15, 2021, Olmsted Township had a bid opening in accordance with ORC 505.264 © (2) for the implementation of energy conservation measures for a roof replacement. The Township held this public meeting by Zoom due to Governors orders regarding the CV19 pandemic.

The Township received two bids:

Warren Roofing & Insulating of Walton Hills, Ohio; (\$124,000)

RJK Roofing Solutions of Willoughby, Ohio (\$146,850)

Upon careful review and due diligence including, budget review, specifications, contingencies, references, and bonding requirements, I am recommending Warren Roofing & Insulating of Walton Hills, Ohio for the bid award.

Warren Roofing has been in business in the Cleveland area since 1922. Current projects they are working on include: Sawmill Creek and Castaway Bay, and are under contract with Cleveland Clinic, YWCA, Veterans Administration, and Solon Middle School. Warren Roofing & Insulating is on Carlisle's Perfection Council and ESP program (basically they have a decent volume with Carlisle, but also install their products well enough to be recognized). They were recognized in a July 2018 publication as the roofing contractor for Quicken Loans Arena. Warren Roofing also submitted the lowest bid at \$124,000.00 (state prevailing wage).

Warren Roofing & Insulating references:

Chris Minnich, Project Manager Sawmill Creek and Castaway Bay, 216-645-3529.

Todd Greathouse, Director Gateway Economic Development (Progressive Field and Quicken Loans Arena), 216-449.2777.

Both references were verified and spoken to with positive remarks regarding Warren Roofing & Insulating. Thank you for your consideration.



WARREN ROOFING & INSULATING CO.

*Commercial Roofing & Sheet Metal Contractor Since 1922
City of Cleveland SBE Certified*

March 10, 2021

Olmsted Township
7900 Fitch Road
Olmsted Township, OH 44138

Attention: David Faciana, Jr.

Subject: Roofing Proposal for Service Building

Dear David-

We propose to furnish all labor, equipment, and materials necessary to complete the following work:

BASE BID-

1. Remove concrete pavers.
2. Tear off existing roofing down to the concrete deck.
3. Set two layers of 2" insulation in adhesive to the concrete deck. Total R-22.8.
4. Install a tapered saddle between roof drains to improve drainage.
5. Fully adhere 60 mil EPDM to the insulation.
6. Flash all walls, curbs, vents and drains per manufacturer's specifications.
7. Remove three fan curbs. Infill deck opening with metal deck on heavy gauge Z brackets.
8. Install .040 aluminum coping at all parapet walls.
9. Furnish the owner the manufacturer's 20 year warranty.

Our price for this work is One Hundred Twenty Four Thousand Dollars (\$124,000.00). We are hearing of substantial material increases coming in April due to the cold spell in Texas. A delayed award will possibly warrant an increase.

We appreciate the opportunity to quote this work to you and look forward to putting our 99 years of roofing experience to work for you.

Very truly yours,
WARREN ROOFING & INSULATING CO.

John Vetrovsky, Senior Vice President

**OLMSTED TOWNSHIP
CONTRACT FORM**

The Contract, as evidenced by this Contract Form, made by and between Warren Roofing and Insulating Company (the "Contractor") and OLMSTED TOWNSHIP, (the "Township"), duly created, existing and operating under the Ohio Revised Code and its resolutions.

In consideration of the mutual promises herein contained, the Township and Contractor agree as set forth below:

ARTICLE 1

- 1.1 The Contractor shall perform the entire Work described in the Contract Documents and reasonably inferable by the Contractor as necessary to produce the results intended by the Contract Documents, for:

2021 SERVICE DEPARTMENT ROOF PROJECT

GENERAL CONTRACT

ARTICLE 2

- 2.1 The Township shall pay the Contractor for the performance of the Contract, subject to additions and deductions as provided in the Contract Documents, the amount of \$124,000.00 (the "Contract Price"), based upon the Bid Form, dated March 15, 2021, submitted by the Contractor.
- 2.2 The Contract Price shall be paid in current funds by the Township upon Applications for Payment submitted by the Contractor and approved by the Township as provided in the Contract Documents.

ARTICLE 3

- 3.1 The Contractor shall diligently prosecute the Work and shall complete all Work so that Final Acceptance occurs on or before 90 consecutive days following the date set forth in the Notice to Proceed, unless an extension of time is granted by the Township in accordance with the Contract Documents. The period of time established by the preceding sentence is referred to herein as the time for Contract Completion.
- 3.2 It is understood and agreed that all Work to be performed under the Contract shall be completed within the established time for Contract Completion, and that each applicable portion of the Work shall be completed upon the respective milestone completion date unless the Contractor timely requests and the Township grants an extension of time in accordance with the Contract Documents.

Upon failure to have all Work completed within the period of time above specified, or failure to have the applicable portion of the Work completed upon any milestone completion date, the Township shall be entitled to retain or recover from the Contractor, as Liquidated Damages, and not as a penalty, the applicable amount set forth in the following table for each and every day thereafter until Contract Completion or the date of completion of the applicable portion of the Work, unless the Contractor timely requests and the Township grants an extension of time in accordance with the Contract Documents.

LIQUIDATED DAMAGES

<u>Contract Amount</u>	<u>Milestone Completion</u>	<u>Contract Completion</u>
\$0 to \$50,000	\$200	\$300
more than \$50,000 to \$150,000	\$400	\$500
more than \$150,000 to \$500,000	\$600	\$1,000
more than \$500,000 to \$2,000,000	\$1,400	\$2,000
more than \$2,000,000 to \$5,000,000	\$3,000	\$4,000
more than \$5,000,000 to \$10,000,000	\$4,000	\$5,000
more than \$10,000,000	\$5,000	\$6,000

The amount of Liquidated Damages is agreed upon by and between the Contractor and the Township because of the impracticability and extreme difficulty of ascertaining the actual amount of damage the Township and its taxpayers would sustain.

ARTICLE 4

- 4.1 The Contract Documents embody the entire understanding of the parties and form the basis of the Contract between the Township and the Contractor. The Contract Documents shall be considered to be incorporated by reference into this Contract Form as if fully rewritten herein. Notwithstanding the other provisions of the Contractors terms and conditions, and actions adjudicating any disputes under this Contract shall be completed in the Cuyahoga County , Ohio Court of Common Pleas.
- 4.2 The Contract and any modifications, amendments or alterations thereto shall be governed, construed, and enforced by and under the laws of the State of Ohio.
- 4.3 If any term or provision of the Contract, or the application thereof to any Person or circumstance, is finally determined, to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Contract or the application of such term or provision to other Persons or circumstances, shall not be affected thereby, and each term and provision of the Contract shall be valid and enforced to the fullest extent permitted by law.
- 4.4 The Contract shall be binding on the Contractor and Township, their successors and assigns, in respect to all respective covenants and obligations contained in the Contract Documents, but the Contract may not be assigned by the Contractor without the prior written consent of the Township.

ARTICLE 5

- 5.1 This Contract Form has been executed in several counterparts, each of which shall constitute a complete original Contract Form, which may be introduced in evidence or used for any other purpose without production of any other counterparts.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Form.

CONTRACTOR

Date: _____

By: _____
(Authorized Signature)

(Contractor Name)

(Print Name & Title)

OLMSTED TOWNSHIP

Adopted the _____ day of _____, 2021

Attest: _____
Township Fiscal Officer

Township Trustees

CERTIFICATE OF FUNDS

In the Matter of: Contract with Warren Roofing and Insulating

IT IS HEREBY CERTIFIED that the moneys required to meet the obligations of OLMSTED TOWNSHIP under the foregoing Contract have been lawfully appropriated for such purposes and are in the treasury of OLMSTED TOWNSHIP or are in the process of collection to an appropriate fund, free from any previous encumbrances.

Dated: _____, 20_____

OLMSTED TOWNSHIP

By: _____
Township Fiscal Officer

SECTION 07530

ETHYLENE PROPYLENE DIENE MONOMER (EPDM) ROOF

PART I - GENERAL

1.01 SCOPE OF WORK

A. Work includes:

1. Removal and replacement of designated roofing and insulation.
2. Removal of Owner designated equipment and equipment supports.
3. Localized deck reattachment/repair/replacement.
4. Rework existing drains/drainage.
5. Replacement of missing or damaged drain strainers.
6. Installation of the following:
 - a. Roof insulation system.
 - b. Adhered single ply membrane roofing system.
 - c. Specified flashings and accessories.

1.02 QUALITY CONTROL

A. Contractor shall:

1. Be experienced in one ply roofing 10 years minimum.
2. Be acceptable by Owner.
3. Be Authorized by manufacturer Carlisle and Tremco.
4. Be required to acquire full-time inspection days utilizing manufacturer's technical inspectors.

B. Roofing material supplier shall:

1. Be Associate Member in good standing with National Roofing Contractors' Association (NRCA) for at least ten (10) years.
2. Be approved by owner.
3. Has not been in Chapter 11 during the last five (5) years.
4. Provide Owner names of at least 3 qualified applicators.
5. Employ full-time Field Technical Services Representative available for monitoring project work on a periodic basis.
6. Employ full-time Field Technical Services Representative available for final roof inspection.
7. Provide local Field Representative to make periodic site visits, report work quality and job progress.

C. Project meetings:

1. Pre-Bid Conference:
 - a. Attendance required by:
 - 1) Architect.
 - 2) Roofing material supplier.
 - 3) Contractor
 - 4) Owner.
 - b. Agenda:
 - 1) Distribution of contract documents.
 - 2) Review of specification.
 - 3) Walkover inspection.
2. Pre-construction conference:
 - a. Will be scheduled by Owner within fifteen (15) days after notice of award.

- b. Attendance required by:
 - 1) Architect.
 - 2) Roofing material supplier.
 - 3) Contractor
 - 4) Representative of Owner.
 - c. Agenda:
 - 1) Payment terms.
 - 2) Submittal of list of subcontractors, material submittals and progress schedule.
 - 3) Designation of responsible personnel.
 - 4) Walkover inspection.
- 3. Progress meetings:
 - a. Will be scheduled by Owner as required.
 - b. Attendance required by:
 - 1) Architect.
 - 2) Roofing material manufacturer.
 - 3) Job superintendent.
 - 4) Owner.
 - c. Minimum agenda:
 - 1) Review of work progress.
 - 2) Field observations, problems and decisions.
 - 3) Identification of problems which impede planned progress.
 - 4) Corrective measures to regain projected schedules.
 - 5) Maintenance of quality and work standards.
 - 6) Other business relating to work.
- 4. Final inspection:
 - a. Will be scheduled by roofing contractor upon job completion.
 - b. Attendance required by:
 - 1) Architect.
 - 2) Contractor.
 - 3) Roofing material manufacturer.
 - 4) Owner.
 - c. Minimum agenda:
 - 1) Walkover inspection.
 - 2) Identification of problems which may impede issuance of warranty.

D. Random sampling:

- 1. Roofing material:
 - a. During course of work, Owner's Representative may secure samples according to ASTM D140-88 of materials being used from containers at job site and submit them to an independent laboratory for comparison to specified material.
 - b. Should test results prove that a material is not functionally equal to specified material:
 - 1) Contractor shall pay for all testing.
 - 2) Roofing installed and found not to comply with the specifications shall be removed and replaced at no change in the contract price.

E. Regulatory requirements:

- 1. International Building Code as adopted by the authorized jurisdiction.
- 2. UL 790.
 - a. Class A.
- 3. FM 1-49 for metal edge fascia system.

F. Plans and specifications:

1. A complete copy of these specifications and Pre-Bid notes shall be kept on the roof, available for examination at all times, through the completion of the entire project.
2. It is the contractor's responsibility during the course of the work, to bring to the attention of the owner's representative any defective membrane, insulation or deck discovered where not previously identified.

1.04 PRIOR APPROVAL

- A. When a particular make or trade name is specified, it shall be indicative of standard required. Systems being bid must be approved in advance by the Owner. Bidders proposing systems and/or substitutes shall submit the following, days prior to bid date to Owner:
 1. Written application with explanation of why it should be considered.
 2. Accredited testing laboratory certificate comparing substitute's physical/performance attributes to those specified.
 3. Product data:
 - a. Product data sheets for each product.
 - b. Material safety data sheets for each product.
 - c. Samples of each material specified, properly labeled.
 4. Copy of U.L. Class "A" fire rating (U.L. file card).
 5. Copy of manufacturer's warranty.
 6. Copy of product liability insurance certificate.
 7. Copy of job reference list.
 8. List of certified installers.
- B. Approved systems will be announced to all bidders.

1.05 SUBMITTALS

- A. Submit at Pre-Construction Conference:
 1. Design data:
 - a. Certified mill report from steel decking manufacturer verifying steel grade and protective coating.
 2. Product data:
 - a. Material safety data sheets.
 - b. Shop drawing of insulation showing planned slope, maximum height and average "R" value.

1.06 DELIVERY, STORAGE AND HANDLING

- A. Delivery of materials:
 1. Deliver materials to job-site in new, dry, unopened and well-marked containers showing product and manufacturer's name.
 2. Deliver materials in sufficient quantity to allow continuity of work.
 3. Coordinate delivery with Owner.
- B. Do not order project materials or start work before receiving Owner's written approval.
- C. Storage of materials:
 1. Materials other than membrane must be stored at temperatures between 60° F and 80° F. In all cases, materials which have become colder than 60° F must be allowed to warm before use.
 2. Stack insulation on pallets.
 3. Store materials marked "keep from freezing" in areas where temperatures will remain above

- 40°F.
- 4. Store metal roof deck on pallets with one end elevated to provide drainage.
- 5. Remove plastic packaging shrouds. Cover top and sides of all stored materials with tarpaulin (not polyethylene). Secure tarpaulin.
- 6. Rooftop storage: Disperse material to avoid concentrated loading.
- 7. No materials may be stored in open or in contact with ground or roof surface.
- 8. Should Contractor be required to quickly cover material temporarily, such as during an unanticipated rain shower, all materials shall be stored on a raised platform covered with secured canvas tarpaulin (not polyethylene), top to bottom.
- 9. Contractor shall assume full responsibility for the protection and safekeeping of products stored on premises.

D. Material handling:

- 1. Material handling equipment shall be selected and operated so as not to damage existing construction or applied roofing. Do not operate or situate material handling equipment in locations that will hinder smooth flow of vehicular or pedestrian traffic.
- 2. Splicing cements are sensitive to atmospheric moisture. Heat will accelerate the effect of moisture. Opened containers of splicing cement must be used within forty-eight (48) hours. In hot weather, do not leave splicing cement on the roof for prolonged periods of time even if sealed.

1.07 SITE CONDITIONS

A. Field measurements and material quantities:

- 1. Applicator shall have SOLE responsibility for accuracy of all measurements, estimates of material quantities and sizes and site conditions that will affect work.

B. Existing conditions:

- 1. Building space directly under roof area covered by this specification will be utilized by on-going operations. Do not interrupt Owner operations unless prior written approval is received from Owner.
- 2. Access to roof shall be from exterior only.
- 3. Air-conditioning units and other equipment shall be moved as required to install roofing materials complete and in accordance with plans and specifications. When units and equipment are to be moved, they shall be carefully disconnected and removed to a protected area so as not to damage any part or component thereof and shall be reconnected in such a way that they are restored to a prior work operating condition. Appropriate measures shall be taken to prevent dust, vapors, gases or odors from entering the building during roof removal, replacement or repair.
- 4. All disconnection and reconnection shall be performed by a mechanical an/or electrical company licensed to perform such work.

C. Asbestos:

- 1. Older roof systems were often constructed with asbestos containing materials. Contractor must conduct its operations according to applicable requirements of all appropriate regulatory agencies.
- 2. Contractor must file a Uniform Hazardous Waste Manifest from proper landfill site for each load of asbestos containing material removed. Copies must be sent to Owner.

D. Safety requirements:

- 1. All application, material handling and associated equipment shall conform to and be operated in conformance with OSHA safety requirements.

2. Comply with federal, state, local and Owner fire and safety requirements.
3. Advise Owner whenever work is expected to be hazardous to Owner, employees and/or operators.
4. Maintain a crewman as a floor area guard whenever roof decking is being repaired or replaced.
5. Maintain fire extinguisher within easy access whenever power tools and torches are being used.

E. Waste Disposal:

1. Do not re-use, re-cycle or dispose of product containers except in accordance with all applicable regulations. The user of roofing products is responsible for proper use and disposal of product containers.

F. Environmental requirements:

1. Do not work in rain, snow or in presence of water.
2. Do not work in temperatures below 40°F.
3. Do not install materials marked "keep from freezing" when daily temperatures are scheduled to fall below 40°F.
4. Advise Owner when volatile materials are to be used near air ventilation intakes so that they can be shut down or blocked as owner requires.

1.08 WARRANTY/GUARANTEE

A. Guarantee:

Upon project completion and Owner acceptance, effective upon complete payment, Contractor shall issue Owner a guarantee against defective workmanship and materials for a period of two (2) years.

B. Warranty:

1. Upon project completion, Contractor shall furnish a 20 year Manufacturer's Warranty for the entire weatherproofing assembly including membrane, insulation, flashings and termination details.
2. Exclusions for wind damage shall be for winds in excess of Hurricane force (74 mph).

PART II - PRODUCTS

2.01 GENERAL

- A. Comply with quality control, references, specifications and manufacturer's data. Products containing asbestos are prohibited on this project. Use only asbestos-free products.
- B. Use products with personal protection. User must read container label and material safety data sheets prior to use.

2.02 ROOF DECKING

A. Roof deck:

1. Match existing.

2.03 WOOD BLOCKING & CURBS

A. Lumber:

1. Southern Pine; No. 2 grade; free from warping and visible decay; pressure-treated with chromated copper arsenate (CCA) to meet AWPB, LP-22, 0.40 retention and marked.
- B. Free floating fascia cant: 2 x 4 cut on bias.

2.04 INSULATION SYSTEM

- A. Bottom Layer where deck is adequately sloped:
 1. FS HH-I-1972/2(1), Class 1, isocyanurate insulation.
 2. Thickness: 4' X 4' X 2.5 inches.
 3. Attachment: Mechanically fastened.
- B. Tapered insulation where deck is inadequately sloped:
 1. FS HH-I-1972/2(1), Class 1, isocyanurate insulation.
 2. Slope per running foot: 1/8 inch.
 3. Minimum thickness: 1.5 inches.
 4. Attachment: Mechanically fastened.
- C. Top layer: 1/4" Dens-Deck.
 1. Prime.
 2. Adhesive: Low Rise Foam.
- D. Tapered edge strip:
 1. ASTM C 208-72(1982), impregnated fiberboard tapered from 1-5/8 inch to 1/8 inch.
 2. Size: 12 x 48 inches.
 3. Adhesive: Low Rise Foam.
- E. Crickets:
 1. ASTM C 208-72(1982), impregnated fiberboard tapered from 1-5/8 inch to 1/8 inch.
 2. Size:
 - a. 12 x 48 inches.
 - b. One foot of rise for every four feet of run.
 3. Adhesive: Low Rise Foam.
- F. Saddles:
 1. ASTM C 208-72(1982), asphalt coated fiberboard, factory fabricated, 1/2 inch slope, 2 x 4 feet dimension.
 2. Dimensions: One foot of rise for every four feet of run.
 3. Adhesive: Low Rise Foam.
 4. Tapered edges: 0" X 1/2" X 6" set at the toe of the tapered saddles.

2.05 MECHANICAL FASTENERS

- A. Wood to wood:
 1. Olympic No. 14-10 Heavy Duty Roofing Fastener, with CR-10 fluorocarbon coating.
 2. Length: Sufficient to penetrate underlayment blocking 1-1/4 inches.
- B. Copper sheet metal to wood blocking:
 1. Copper Wire Slating Nails, round shank, not smaller than twelve (12) gage by Clendenin Bros., Inc., Baltimore, MD.
 2. Length: Sufficient to penetrate wood blocking 1-1/4 inches minimum.

C. Drawband:

1. Gold Seal stainless steel worm gear clamp by Murray Corporation, Cockeysville, MD.
2. Power-Seal stainless steel worm drive clamps by Breeze Clamp Company, Saltsburg, PA.

2.06 ROOFING MATERIALS

A. One ply system:

1. One Ply membrane: .060 EPDM.
2. One Ply flashing: A 302-682 Pressure Sensitive Flashing tape.
3. One Ply flashing corners: Uncured .060 EPDM flashing.

B. Adhesives:

1. Bonding Adhesive: G 200 Bonding Adhesive.
2. Splicing Primer: Z 150 Splice primer.
3. Splicing Cement: G 100 Splice Cement EP 95.
4. In-seam tape: Versi 3 inch QA Seam Tape, 301-939.
5. Lap Sealant: G 300 Lap Sealant.

C. Related materials:

1. Base flashing securement: Reinforced EPDM, six inch wide.
2. Vent Pipe Boot: As furnished by membrane manufacturer.
3. Rubber Fastening Strip: As furnished by membrane manufacturer.
4. Water Cut-off Mastic: Compatible with materials with which it is to be used.
5. Night-Seal: Compatible with materials with which it is to be used.
6. Pourable Sealer: Compatible with materials with which it is to be used.
7. Walkway panels: As supplied by membrane manufacturer.

2.07 METAL FLASHINGS

A. Free floating extruded aluminum fascia:

1. Fascia width: Eight (8) inches. Skirt of .040 Aluminum may be required to adequately overlap underlying wood blocking by no less than 2.5 inches.
2. Elastomeric sheeting color: Black.
3. Fascia color: As selected by Owner from standard colors.
4. Membrane width: Sufficient to extend onto horizontal roofing six (6) inches minimum.

B. Termination bar:

1. ASTM B 2221-85a - aluminum bar: 1/8 x 1 inch.

C. Counterflashing:

1. Aluminum: ASTM B209-89, alloy and temper - 3003-H14.
 - a. Thickness: 0.040 inches.
 - b. Color: As selected by Owner from standard colors.

D. Coping cap:

1. Aluminum: ASTM B209-89, alloy and temper - 3003-H14.
2. Thickness: 0.040 inches.
3. Color: As selected by Owner from standard colors.

E. Piping through roof box:

1. Copper: ASTM B 370-88, Cold rolled copper.
 - a. Weight: Sixteen (16) oz.

b. Solder: ASTM B 32-89, alloy grade 50A. Neutralize flux after soldering.

F. Drains:

1. Roof drains shall be sized and discharged in accordance with local building and plumbing codes.
2. All drain components shall be cast iron. Including drain body, clamping ring and strainer.
3. Acceptable manufacturers:
 - a. Josam Manufacturing Co., Michigan City, IN.
 - b. Zurn Industries, Inc., Erie, PA.

G. Work shall be in accordance with Architectural Sheet Metal Manual, as issued by Sheet Metal and Air Conditioning Contractors' National Association, Inc., (SMACNA).

PART III - EXECUTION

3.01 EXAMINATION

- A. Verify conditions as satisfactory to receive work.
- B. Do not begin roofing until all unsatisfactory conditions are corrected. Beginning work constitutes acceptance of conditions.
- C. Verify that work of other trades penetrating roof deck or requiring men and equipment to traverse roof deck has been approved by Owner, manufacturer and roofing contractor.
- D. Check projections, curbs and deck for inadequate anchorage, foreign material, moisture or unevenness that would prevent quality and execution of new roofing system.

3.02 GENERAL WORKMANSHIP

- A. No roofing shall be installed when outside temperatures are less than 45°F. or when the temperature is within 5° F. of the dew point temperature.
- B. Substrate: Free of foreign particles prior to laying roof membrane.
- C. Traffic and equipment: Kept off completed plies until adhesive has set.
- D. Wrapper and packaging materials: Not to be included in roofing system.
- E. Entrapped aggregate: Not permitted within new membrane. Its discovery is sufficient cause for rejection.
- F. Extend roofing membrane to top edge of cant at wall and projection bases.
- G. Insulation:
 1. Install insulation boards in courses parallel to roof edges mopping surface up.
 - a. Firmly butt each insulation board to surrounding boards. Do not jam or deform boards.
 - b. Eliminate open joints and uneven surfaces.
 2. Maximum insulation gap: 1/4 inch.
 3. Fill insulation board joint gaps larger than 1/4 inch with roof insulation.

4. Maximum elevation variation between boards at joints: 1/8 inch.
5. Cut and fit insulation boards where roof deck intersects vertical surfaces. Cut board 1/4 inch from vertical surface.
6. Stagger joints at least six (6) inches.
7. Filler size: Eighteen (18) inches in length or width, minimum.
8. Insulation: Form continuous insulation joints over deck flange. Do not cantilever insulation edges over deck ribs. Minimum bearing surface: 1-1/2 inches.

H. Membrane Installation:

1. Complete all flashings, terminations and daily seals by the end of each work day. When completion of all flashings is not possible by the end of each work day, temporary closures must be provided.

3.03 PREPARATION

A. Protection:

1. Contractor shall be responsible for protection of property during course of work. Lawns, shrubbery, paved areas and building shall be protected from damage. Repair damage at no extra cost to Owner.
2. Provide at site prior to commencing removal of debris, a dumpster or dump truck to be located adjacent to building where directed by Owner.
3. Roofing, flashings, membrane repairs and insulation shall be installed and sealed in a watertight manner on same day of installation or before arrival of inclement weather.
4. At start of each work day drains within daily work area shall be plugged. Plugs to be removed at end of each work day or before arrival of inclement weather.
5. Preparation work shall be limited to those areas that can be covered with installed roofing material on same day and before arrival of inclement weather.
6. Arrange work sequence to avoid use of newly constructed roofing for storage, walking surface and equipment movement. Move equipment and ground storage areas as work progresses.
7. Construct an enclosed chute from roof for removal of debris from roof area. Protect building surfaces at chute/set-up areas with tarpaulin. Secure tarpaulin. Remove dumpster from premises when full and empty at approved dumping or refuse area. Deliver empty dumpster to site for further use. Upon job completion, dumpster/chute shall be removed from premises. Spilled or scattered debris shall be cleaned-up immediately. Removed material to be disposed from roof as it accumulates.
8. At end of each working day, removal areas shall be sealed with water stops along edges to prevent water entry.
9. Provide clean plywood walkways and take other precautions required to prevent tracking of aggregate/debris from existing membrane into new work area where aggregate/debris pieces can be trapped within new roofing membrane. Contractor shall instruct and police workmen to ensure that aggregate/debris is not tracked into new work areas on workmen's shoes or equipment wheels. Discovery of entrapped aggregate/debris within new membrane is sufficient cause for its rejection.

B. Surface preparation:

1. Lift counterflashing; cut corners to within one (1) inch of reglet.
2. Remove: Existing roofing, insulation to roof deck.
3. Sweep clean roof deck.
4. Remove flashings to substrate.
5. Remove unused equipment as directed by Owner.
6. Remove perimeter gravel stop to wood blocking.

7. Remove heavy bituminous encrustations; fill small depressions; allow insulation to lay flat.

3.04 CARPENTRY

- A. Roof edges, flashing bases, walls and inside angle changes where slope exceeds two (2) inches per foot:
 1. Mechanically attach wood blocking. Offset blocking layers twelve (12) inches; weave corners.
 - a. Blocking thickness: Equal to final insulation thickness including tapered edge strips.
 2. Fasteners shall be installed in two rows staggered. Spacing in any one row shall not exceed twenty-four inches. Within eight feet of outside corners, spacing shall not exceed twelve inches in any one row.
 3. Install wood cants over extruded aluminum fascia deck brackets. Nail two rows at a spacing not to exceed twelve inches from each side of deck brackets. Miter corners.
- B. Equipment stand (pipe) locations:
 1. Mechanically attach wood blocking to deck at all equipment stand locations. Minimum two (2) fasteners per section.
 2. Offset blocking layers twelve (12) inches, weave corners.
 - a. Blocking thickness: Equal to final insulation thickness including tapered edge.
 - b. Blocking width: Four (4) inches, nominal.
- C. Metal sleeve and storm collar:
 1. Mechanically attach wood blocking to deck at all storm collar locations. Minimum two (2) fasteners per section.
 2. Offset blocking layers twelve (12) inches, weave corners.
 - a. Blocking thickness: Equal to final insulation thickness including tapered edge.
 - b. Blocking width: Four (4) inches, nominal.
- D. Piping through roof deck:
 1. Mechanically attach wood blocking to deck at designated pipe locations. Minimum two (2) fasteners per section.
 2. Offset blocking layers twelve (12) inches, weave corners.
 - a. Blocking thickness: Equal to final insulation thickness including tapered edge.
 - b. Blocking width: Four (4) inches, nominal.
- E. Wood blocking fastening pattern:

X	X	X	X	X	X	X	X
X		X		X		X	

- F. Light metal parapet cap locations:
 1. Mechanically attach wood blocking with 3/8 inch diameter wedge anchors four (4) feet o.c., minimum two (2) fasteners per section of blocking. Countersink anchors flush with blocking surface.
 - a. Blocking thickness: Two (2) inches nominal.
 - b. Blocking width: Flush with edges.
 - c. Minimum slope: 3/4 inches from outside edge to inside edge.

3.05 ROOF DECK REPAIRS

- A. Where defective decking is encountered, replacement decking shall match existing materials.
 - 1. Deck reattachment:
 - a. Mechanically reattach loose sections of deck to support members as required by material manufacturer.
 - 2. Deck replacement:
 - a. Remove defective decking. Examine supports. If unsound, contact owner immediately for future action.
 - b. Install new decking in accordance with material manufacturer's requirements.

3.06 MECHANICALLY FASTENED/COLD ADHERED THERMAL INSULATION

- A. Mechanically attach base layer insulation to deck.
 - 1. Minimum fastener density: One every two sq. ft. To meet current wind uplift requirements additional fasteners may be required. Check with manufacturer for current requirements.
- B. Install additional fasteners to ensure insulation is firm under foot.
- C. Drive mechanical fasteners flush to top surface.
- D. Filler insulation requires two fasteners per piece minimum.
- E. Adhere top layer insulation to bottom layer. Adhere with a ribbon coverage of solvent free insulation adhesive at a rate of one and one half gallons per 100 sq. ft. Immediately after placement, walk insulation boards into adhesive to achieve solid contact.
- F. Offset joints of top layer six inches in both directions from joints of base layer.

3.07 CRICKETS AND SADDLES

- A. Install crickets on the high side of all square penetrations.
- B. Install saddles in valleys.
- C. Adhere crickets and saddles to substrate.

3.08 .060 ADHERED ONE PLY ROOF MEMBRANE

- A. Prior to placement of the roof membrane, mechanically fasten Reinforced securement strip at the base of all walls.
 - 1. Strip shall be fastened twelve inches on center.
- B. Position roof membrane over approved substrate without stretching.
- C. Allow membrane to relax approximately ½ hour prior to bonding.
- D. Fold sheet back five feet so that half of the underside of the sheet is exposed. Sheet fold shall be smooth without wrinkles or buckles.
- E. Apply bonding adhesive evenly, without globs or puddles, with a 9 inch plastic core short nap roller.
- F. Do not apply bonding adhesive to the splice area.

- G. Firmly apply bonding adhesive to the sheet and the substrate at a rate of one gallon per 60 square feet of finished surface.
- H. Allow adhesive to dry until it is tacky but will not string or stick to a dry finger touch.
- I. Roll the coated membrane into the coated substrate while avoiding wrinkles.
- J. Brush down bonded half of the sheet with a push broom to achieve maximum contact.
- K. Fold back the unbonded half of the sheet and repeat the bonding procedure.
- L. Install adjoining sheets in the same manner, lapping edges a minimum of six inches.

3.09 MEMBRANE SPLICING

- A. Fold top sheet back about 12 inches.
- B. Remove dirt and excess dust by brooming or wiping with a clean rag. If necessary, scrub with warm soapy water and rinse with clean water. Clean with splice primer both of the dry mating surfaces at the splice area using clean natural fiber rags or natural sponges. The finished, clean surface should be solid black in color.
- C. After thorough drying of splice primer, apply seam tape in lap.
- D. Roll top sheet toward splice area until the surface is nearly touching the seam tape on the bottom sheet along the entire length of the splice. Allow sheet to fall freely into place. Avoid stretching and wrinkling while brushing with a hand toward the splice edge. Do not roll parallel to the splice edge.
- E. Roll splice with a two inch wide steel roller, using positive pressure toward the outer edge of the splice.

3.10 DAILY WATERSTOP/TIE-INS

- A. Temporarily seal loose edge of membrane with night sealant when weather is threatening.
- B. Mix night seal components thoroughly according to the instructions on the label.
- C. Apply the night sealant at a rate of 100 lineal feet per gallon on smooth surfaces, twelve inches back from edge of sheet onto exposed substrate surface. If necessary, use a trowel to spread material in order to achieve complete seal.
- D. After embedding membrane in night sealant, check for continuous contact. Then weight the edge, providing continuous pressure over the length of the cut-off. The recommended weight for the continuous pressure is a ten foot length of 2-1/2 inch lay flat tubing filled with dry sand.
- E. When work is resumed, pull sheet free before continuing installation.

3.11 ELASTOMERIC FLASHINGS

- A. Securement shall be provided at the perimeter of each roof level, roof section, curb flashing, expansion joint, interior wall, penthouse, etc. and at any inside angle change where slope exceeds

two inches per foot.

B. General flashing requirements:

1. Rubber fastening strip shall be mechanically fastened through the membrane into the underlying wood blocking.
2. The top of mechanical fasteners shall be set flush with the top surface of the rubber fastening strip. Space mechanical fasteners a maximum of 12 inches on center starting one inch from the end of the rubber fastening strip.
3. If breaks for drainage are necessary, separate the adjoining strips with six inch breaks between sections.
4. After fastening the rubber fastening strip, it shall be flashed with flashing membrane.
 - a. Use the longest pieces of flashing membrane possible.
 - b. On vertical surfaces, complete the splice between the flashing and the main roof sheet before bonding flashing to the vertical surface.
 - c. Splice shall extend at least three inches beyond the rubber fastening strip which attaches to membrane at the angle change.
 - d. Bond the flashing sheet to the roof membrane surface without "pig-ears."
 - e. Apply flashing adhesive evenly without globs or puddles with a nine inch plastic core short nap roller.
 - f. Apply flashing adhesive to both the flashing and the surface to which it is being bonded at a rate of approximately 60 square feet of finished surface per gallon.
 - g. After the bonding adhesive has dried to the point that it does not string, bridge where there is a change of plane.
 - h. Remove dirt and excess dust by brooming or wiping with a clean rag. If necessary, scrub with warm soapy water and rinse with clean water. Clean with splice cleaner both of the dry mating surfaces at the splice area using clean natural fiber rags or natural sponges. The finished, clean surface should be solid black in color.
 - i. After thoroughly stirring, apply splicing cement to both surfaces using a 3 or 4 inch wide, $\frac{1}{2}$ thick paint brush. Apply cement in the same manner and at the rate specified on the container label. Brush cement on smoothly to obtain 100% coverage. Do not allow the cement to glob or puddle. Allow cement to dry until it is tacky but will not string or stick to a dry finger touch.
 - j. While the splicing cement is drying, apply a bead of in-seam sealant 1/8th to 1/4 inch wide within $\frac{1}{2}$ inch of the inside edge of the bottom membrane sheet.
 - k. Roll top sheet toward splice area until the cemented surface is nearly touching the cement on the bottom sheet along the entire length of the splice. Allow sheet to fall freely into place. Avoid stretching and wrinkling while brushing with a hand toward the splice edge.
 - l. Roll splice with a 2 (two) inch wide steel roller, using positive pressure toward the outer edge of the splice. Do not roll parallel to the splice edge.
 - m. Clean the splice edge, extending at least 2 (two) inches onto the top and bottom membranes with splice cleaner.
 - n. Allow splice to cure for a minimum of two hours prior to the application of the lap sealant.
 - o. Apply bead of lap sealant completely covering the splice edge.
 - p. Feather the lap sealant with sealant tool provided by membrane manufacturer.
 - q. Complete lap sealant application of all splices by the end of each working day.
 - r. **The use of uncured rubber shall be kept to an absolute minimum. Its use shall be limited to inside and outside corners, scuppers, pourable sealer pockets and other locations where the use of cured flashings proves to be impossible.**

C. Fascia system at perimeter edges:

1. Provide tapered edge strip to blocking.
2. Firmly butt tapered edge strip to blocking.
3. Fully adhere edge strip to insulation.
4. Install new roofing to blocking edge. Nail with spiral or annular shank nails, eight (8) inch o.c. Nails to have one (1) inch integral cap.
5. Install extruded aluminum free-floating fascia system according to manufacturer's published instructions.
 - a. Fascia height: eight inches and sufficient to overhang underlying blocking by no less than three two and one half inches. Skirt may be required.
 - b. Use prefabricated corners.
 - c. Minimum fascia length: Twenty-four (24) inches, two (2) deck brackets minimum.
6. Install flashing membrane as described in general flashing requirements section.
7. Flashing membrane shall be of sufficient width that after being inserted and secured by fascia top cap and properly tucked, will extend at least six inches onto new roof.
8. Solidly adhere flashing membrane completely to cant and roofing in a uniform and continuous application of bonding adhesive.
9. Seal horizontal and vertical edges of flashing membrane as described in general flashing requirements section.

D. At wall flashings:

1. Install flashing as described in general flashing requirements in general flashing requirements section.
2. Secure top edge of flashing sheet to substrate with lead masonry anchors and termination bar eight inches o.c.
3. Clean, caulk and tool sealant to top of bar.
4. Fabricate and install new counterflashing.
5. Form 1/4 inch hook dam by bending rear edge back on itself.
6. Secure into one inch deep reglet with lead wedges eight inches o.c.
7. Lap counterflashings four inches at transverse joints; three inches over base flashing.
8. Wipe clean metal surfaces of flashing joint with metal cleaner. Prime metal joint surfaces with metal primer. Allow to dry.
9. Caulk flashing joint. Provide watershed. Tool neatly.

E. At wood curb flashings:

1. Remove mechanical equipment from curb.
2. Install new roofing to top edge of cant. Nail eight inches o.c. with spiral or annular nails, with a one inch cap.
3. Install flashing as described in general flashing requirements in general flashing requirements section.
4. Secure top edge of flashing sheet to substrate with spiral or annular shank nails, with a one inch cap, eight inches o.c.
 - a. Fabricate and install counterflashing.
5. Reinstall mechanical equipment onto curb. Refasten.

F. At copings:

1. Installation of light metal parapet cap.
 - a. Install wood blocking.
 - b. Install continuous bent cleat on edges of wood blocking. Cleat shall be one gage heavier than coping cover. Lap ends one inch. Nail sixteen inches.
 - c. Fabricate and install coping cover. Connect coping sections over joint plates. Extend front and rear sides of cover two inches beyond wood blocking. Bend lower edges out forty-five degrees maximum to form drip edge. Attach edges to continuous cleats

with 3/4 inch lock.

2. Parapet walls lower than 15 inches shall have top of flashing sheet mechanically secured to the top of parapet blocking.
3. Parapet walls higher than 15 inches shall have top of flashing sheet mechanically secured to the wall and shall be counter flashed accordingly.

G. At vent pipes:

1. Base flashings on vent pipes shall be installed according to manufacturer's specifications using pre-made rubber boots.
2. Fabricate umbrella and install drawband; cover boot flashing three inches minimum. Install immediately above top of boot. Tighten drawband.
3. Wipe clean top of umbrella and projection with metal cleaner. Prime surface with metal primer.
4. Caulk projection/sheet metal interface. Provide watershed. Tool neatly.

H. At equipment stands and pipes:

1. Fabricate flanged sleeve at least eight high. Solder corners.
2. Set on top of installed membrane.
3. Nail flange through membrane to wood blocking three inches o.c., staggered.
4. Install flashing membrane as described in general flashing requirements in general flashing requirements section.
5. Fabricate umbrella and install drawband; cover sleeve flashing three inches minimum. Install immediately above sleeve flashing. Tighten drawband.
6. Wipe clean top of umbrella and projection with metal cleaner. Prime surface with metal primer.
7. Caulk projection/sheet metal interface. Provide watershed. Tool neatly.
8. Strip-in flange with flashing membrane set in flashing adhesive. Seal as described in general flashing requirements.

I. At piping through roof deck:

1. Fabricate and install two piece pipe box. Bottom portion fabricated with four inch flange. Top section notched to fit over piping.
2. Set on top of installed membrane.
3. Nail flange through membrane to wood blocking three inches o.c., staggered.
4. Install flashing membrane as described in general flashing requirements in general flashing requirements section.
5. Fill box interior with batt insulation.
6. Fasten top and closure detail to bottom.
7. Wipe clean metal surfaces of box and piping with metal cleaner. Prime metal with metal primer. Caulk joint between box and piping. tool neatly.
8. Strip-in flange with flashing membrane set in flashing adhesive. Seal as described in general flashing requirements.

J. At roof drains:

1. Plug drain to prevent blockage until flashing and sealing are completed.
2. Install tapered edge strip around drain to create a minimum 48 x 48 inch sump. Miter corners.
3. Prepare for water block seal mastic and membrane seal.
4. Install roofing system into sump and onto drain rim.
5. Clamp flashing collar to drain bowl making sure to secure membrane and sealant. Use new stainless steel bolts.

3.12 WALKWAYS

- A. Install walkway at each access to roof and to service panels of roof mounted equipment which will require regular service.
- B. Adhere to roofing in splicing cement.

3.13 ADJUSTING AND CLEANING

- A. Repair of deficiencies:
 - 1. Installations of details noted as deficient during Final inspection must be repaired and corrected by applicator and made ready for reinspection, within five (5) working days.
- B. Clean-up:
 - 1. Immediately upon job completion, roof membrane and flashing surfaces shall be cleaned of debris.
 - 2. Clean gutters and down spouts of debris.

END OF SECTION

**OLMSTED TOWNSHIP
BID GUARANTY AND CONTRACT BOND**

(Section 153.571, Ohio Revised Code)

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned

Warren Roofing and Insulating

(Name and Address)

7015 Krick Road Walton Hills, OH 44146

as Principal, and The Cincinnati Insurance Company,

(Name of Surety)

as Surety, are hereby held and firmly bound unto OLMSTED TOWNSHIP, as Obligee, in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on March 15, 2021, to undertake the Project known as:

PROJECT NAME: Public Service Department Roof Project

CONTRACT: General Contract

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee, incorporating any additive alternate proposals made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee. In no case shall the penal sum exceed the amount of One hundred twenty four thousand dollars (\$124,000). If the above lines are left blank, the penal sum will be the full amount of the Principal's bid, including additive alternates. Alternatively, if completed, the amount stated must not be less than the full amount of the bid, including additive alternates, in dollars and cents. A PERCENTAGE IS NOT ACCEPTABLE. For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that whereas the above-named Principal has submitted a bid for the above-referenced Project;

NOW, THEREFORE, if the Obligee accepts the bid of the Principal and the Principal fails to enter into a proper Contract in accordance with the Contract Documents, including without limitation the bid, Plans, Specifications, details and bills of material; and in the event the Principal pays to the Obligee the difference, not to exceed 10% of the penal sum hereof, between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with the Bidder determined by the Obligee to be the next lowest responsive and responsible Bidder to perform the Work covered by the bid; or in the event the Obligee does not award the Contract to such next lowest responsive and responsible Bidder and resubmits the Contract for bidding, the Principal pays to the Obligee the difference not to exceed 10% of the penal sum hereof, between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new Contract Documents, required advertising, and printing and mailing notices to prospective Bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect. If the Obligee accepts the bid of the Principal and the Principal within 10 days after the awarding of the Contract enters into a proper Contract and executes the Contract Form in accordance with the Contract Documents, including without limitation the bid, Plans, Specifications, details and bills of material, which said Contract is made a part of this Bond the same as though set forth herein;

NOW ALSO, IF THE SAID Principal shall well and faithfully perform each and every condition of such Contract; and indemnify the Obligee against all damage suffered by failure to perform such Contract according to the provisions thereof and in accordance with the Contract Documents, including without limitation the Plans, Specifications, details and bills of material therefore; and shall pay all lawful claims of Subcontractors, Material Suppliers, and laborers for labor performed and materials furnished in the carrying forward, performing, or completing of said Contract; we agreeing and assenting that this undertaking shall be for the benefit of any Subcontractor, Material Supplier or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void, otherwise the same shall remain in full force and effect; it being expressly understood and

agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal sum of this obligation as herein stated.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions, or additions in or to the terms of the said Contract, the Work thereunder or the Contract Documents, including without limitation the Plans and Specifications therefore shall in anyway affect the obligations of said Surety on this Bond, and the Surety does hereby waive notice of any such modifications, omissions or additions in or to the terms of the Contract, the Work or the Contract Documents, including without limitation the Plans and Specifications.

SIGNED This _____ day of _____, 20____.

PRINCIPAL: Warren Roofing & Insulating Company

BY: _____

TITLE: _____

SURETY: _____

SURETY ADDRESS:

BY: Sharon Brickman
Attorney-in-Fact

6200 S. Gilmore Road
Street
Fairfield, OH 45014
City _____ State _____ Zip _____
() _____ Telephone Number _____

SURETY AGENT'S ADDRESS:

The Fedeli Group
Agency Name

5005 Rockside Road Suite 500
Street

PROJECT NAME: **OLMSTED TOWNSHIP SERVICE GARAGE ROOF PROJECT**

CONTRACT NO.: _____

CONTRACTOR: _____

PERSONAL PROPERTY TAX AFFIDAVIT

Ohio individuals or corporations awarded a public contract by a taxing district must submit a statement to the district's fiscal officer, affirmed under oath, identifying whether they have delinquent personal property tax in the taxing district's county.

Mark the appropriate box below, sign and have your signature notarized:

NO personal property taxes were delinquent in Cuyahoga County, Ohio when the contract bid was submitted.

OR

YES personal property taxes were delinquent in Cuyahoga County, Ohio when the contract bid was submitted, in the amount of \$ _____ including penalties and interest.

Affiant

STATE OF OHIO
COUNTY OF _____ SS:

Sworn to and subscribed in my presence by _____,
as Contractor's representative, this _____ day of _____, 2020.

Notary Public

If the Contractor has unpaid personal property taxes, the Olmsted Township Fiscal Officer must submit a copy of this Affidavit to the County Fiscal Officer within thirty days (30) after receipt. The County Fiscal Officer may initiate proceedings to collect unpaid taxes.

**OLMSTED TOWNSHIP
BID GUARANTY AND CONTRACT BOND**

(Section 153.571, Ohio Revised Code)

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned

Warren Roofing and Insulating

(Name and Address)

7015 Krick Road Walton Hills, OH 44146

as Principal, and The Cincinnati Insurance Company,

(Name of Surety)

as Surety, are hereby held and firmly bound unto OLMSTED TOWNSHIP, as Obligee, in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on March 15, 2021, to undertake the Project known as:

PROJECT NAME: Public Service Department Roof Project

CONTRACT: General Contract

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee, incorporating any additive alternate proposals made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee. In no case shall the penal sum exceed the amount of One hundred twenty four thousand dollars (\$124,000). If the above lines are left blank, the penal sum will be the full amount of the Principal's bid, including additive alternates. Alternatively, if completed, the amount stated must not be less than the full amount of the bid, including additive alternates, in dollars and cents. A PERCENTAGE IS NOT ACCEPTABLE. For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that whereas the above-named Principal has submitted a bid for the above-referenced Project;

NOW, THEREFORE, if the Obligee accepts the bid of the Principal and the Principal fails to enter into a proper Contract in accordance with the Contract Documents, including without limitation the bid, Plans, Specifications, details and bills of material; and in the event the Principal pays to the Obligee the difference, not to exceed 10% of the penal sum hereof, between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with the Bidder determined by the Obligee to be the next lowest responsive and responsible Bidder to perform the Work covered by the bid; or in the event the Obligee does not award the Contract to such next lowest responsive and responsible Bidder and resubmits the Contract for bidding, the Principal pays to the Obligee the difference not to exceed 10% of the penal sum hereof, between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new Contract Documents, required advertising, and printing and mailing notices to prospective Bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect. If the Obligee accepts the bid of the Principal and the Principal within 10 days after the awarding of the Contract enters into a proper Contract and executes the Contract Form in accordance with the Contract Documents, including without limitation the bid, Plans, Specifications, details and bills of material, which said Contract is made a part of this Bond the same as though set forth herein;

NOW ALSO, IF THE SAID Principal shall well and faithfully perform each and every condition of such Contract; and indemnify the Obligee against all damage suffered by failure to perform such Contract according to the provisions thereof and in accordance with the Contract Documents, including without limitation the Plans, Specifications, details and bills of material therefore; and shall pay all lawful claims of Subcontractors, Material Suppliers, and laborers for labor performed and materials furnished in the carrying forward, performing, or completing of said Contract; we agreeing and assenting that this undertaking shall be for the benefit of any Subcontractor, Material Supplier or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void, otherwise the same shall remain in full force and effect; it being expressly understood and

agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal sum of this obligation as herein stated.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions, or additions in or to the terms of the said Contract, the Work thereunder or the Contract Documents, including without limitation the Plans and Specifications therefore shall in anyway affect the obligations of said Surety on this Bond, and the Surety does hereby waive notice of any such modifications, omissions or additions in or to the terms of the Contract, the Work or the Contract Documents, including without limitation the Plans and Specifications.

SIGNED This _____ day of _____, 20____.

PRINCIPAL: Warren Roofing & Insulating Company

BY: _____

TITLE: _____

SURETY: _____

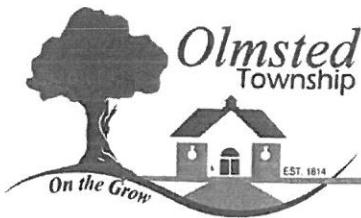
BY: Sharon Brickman
Attorney-in-Fact

SURETY ADDRESS:

6200 S. Gilmore Road
Street
Fairfield, OH 45014
City State Zip
(_____) Telephone Number

SURETY AGENT'S ADDRESS:

The Fedeli Group
Agency Name
5005 Rockside Road Suite 500
Street
Independence, OH 44131
City State Zip
(_____) Telephone Number



7924 Fitch Road, Olmsted Township, OH 44138
Phone Number: 440-235-1011 publicservice@olmstedtownship.org

**PUBLIC SERVICE ROOF REPLACEMENT
OLMSTED TOWNSHIP, OHIO
MARCH 15, 2021
BID OPENING NOTES**

In attendance via Zoom:

Rebecca Corrigan – Township Administrator, Eric Williams – Public Service Director, Lori Fuerst – Office Coordinator, Mike Lewis – RJK Roofing Solutions

Bid opening at 12:00pm

Rebecca Corrigan – Township Administrator opened the bids in this order:

1. Warren Roofing \$124,000.00 (price may increase if product pricing increases due to weather in Texas).
2. RJK Roofing Solutions \$146,850.00.

No one had any questions.

Meeting adjourned at 12:05pm

Name (Orig User Email	Join Time	Leave Time	Duration (M	Guest
Olmsted Tcjbboyer@oli	#####	#####	7	No
Eric Williams	#####	#####	1	Yes
Eric Williams	#####	#####	6	Yes
Mike Lewis mike.lewis	#####	#####	1	Yes
Mike Lewis mike.lewis	#####	#####	5	Yes
Lori Fuerst lfuerst@oli	#####	#####	1	Yes
Lori Fuerst lfuerst@oli	#####	#####	5	Yes

2021
Attendance
Report
Opening



7900 Fitch Road, Olmsted Township, OH 44138
Phone Number: 440-235-3051 info@olmstedtownship.org

NOTICE OF AWARD

To: Warren Roofing & Insulating
7015 Krick Road
Walton Hills, OH 44146

Project Description: Olmsted Township Service Garage Roof

The Owner has considered the Bid submitted by you for the above described work in response to its Advertisement for Bids dated March 15, 2021.

You are hereby notified that your Bid has been accepted for the amount of \$124,000. Total contract price \$124,000.

You are required by the Bid Specifications to execute the Agreement and furnish the required Contractor's Performance Bond and provides Certificated of Insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute the Agreement and to furnish the Bond or Certificate within ten (10) days from the date if this notice, the Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid forfeited. The Owner will be entitled to such other rights as may be granted by the law.

You are required to return an acknowledged copy of Notice of Award to the Owner.

Dated this _____ day of _____, 2021.

Owner
By _____
Signature and Title



7900 Fitch Road, Olmsted Township, OH 44138
Phone Number: 440-235-3051 info@olmstedtownship.org

**NOTICE TO PROCEED
OLMSTED TOWNSHIP SERVICE DEPARTMENT
ROOF REPLACEMENT**

To: Warren Roofing & Insulating
7015 Krick Road
Walton Hills, OH 44146

You are hereby notified to commence work in accordance with the Agreement dated
_____, 2021.

OWNER

By: _____

Date: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by Cornerstone
Earthwork, LLC, this _____ day of _____, 2020.

CONTRACTOR

By: _____



7900 Fitch Road, Olmsted Township, OH 44138
Phone Number: 440-235-3051 info@olmstedtownship.org

NOTICE OF COMMENCEMENT

1. Name and Location of Project:

Olmsted Township Service Department
7924 Fitch Road

2. Name of the Public Authority:

Olmsted Township Board of Trustees
7900 Fitch Road
Olmsted Township, Ohio 44138

3. Name and Address of Principal Contractor:

Warren Roofing & Insulating
7015 Krick Road
Walton Hills, OH 44146

4. Date of Contract:

March 24, 2021

5. Name and Address of Sureties for Principal:

6. Name and Address of Representative for Service:

Eric Williams, Service Director
Olmsted Township
7924 Fitch Road
Olmsted Township, Ohio 44138

Signature

**Sworn to before me this _____ day
of _____, 2020.**

Printed Name

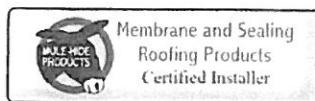
Notary Public



RJK
ROOFING SOLUTIONS

ROOFING PROPOSAL

Olmsted Township Service Department Building
7900 Fitch Road
Olmsted Township OH 44138





Bureau of Workers'
Compensation

30 W. Spring St.
Columbus, OH 43215

Certificate of Ohio Workers' Compensation

This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit www.bwc.ohio.gov, or call 1-800-644-6292.

This certificate must be conspicuously posted.

Policy number and employer
01430304

Period Specified Below
07/01/2020 to 07/01/2021

RJ KIRKLAND CONSTRUCTION COMPANY INC
RJK Roofing Solutions
4964 CAMPBELL ROAD
WILLOUGHBY, OH 44094



www.bwc.ohio.gov
Issued by: BWC

Stephanie McCloud

Administrator/CEO

You can reproduce this certificate as needed.

Ohio Bureau of Workers' Compensation

Required Posting

Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol, marihuana or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol, marihuana or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.



Bureau of Workers'
Compensation

You must post this language with the Certificate of Ohio Workers' Compensation.



Date: 03/12/2021
Rep: Mike Lewis

General Specifications:

In full accordance with RJK Roofing Solutions' Terms and Conditions, which are attached hereto and fully incorporated herein, RJK Roofing Solutions will:

- Maintain a clean professional work site during the project.
- Protect all structures from normal weather conditions during the term of the project by making the building watertight at the end of each work day.
- Clean the work area and remove all construction debris after job completion.
- Perform all work in accordance with manufacturer guidelines and local building codes.
- Provide weekly progress reports to the owner or assigned representative.

Roof Removal:

RJK Roofing Solutions will remove and dispose of all existing roof material down to the roof deck.

RJK Roofing Solutions will remove all the existing flashings, vents and pipe flashings on roof unless otherwise specified.

All debris will be placed directly into a trash container using a roof mounted trash chute.

When direct removal is not possible, construction debris will be placed onto a tarp near the work area and hand loaded into the container prior to end of the work day.

Insulation/Recovery Board:

Install tapered system over entire roof. 1/4" tapered slope in field with 1/2" tapered saddles.

Install 4.0"ISO in 2 layers(R-22.8)over entire building as base layer.

All insulation boards will be attached by Flexible Fast Adhesive.

Sheet Metal Fabrication:

Install new edge metal coping system along the perimeter of roof.

Fluid Applied System Specifications:

N/A

Permits/Inspections:

All applicable permits & inspection fees pertaining to the project will be obtained by RJK Roofing Solutions for the scope of work being performed.

Exclusions:

Unforeseen decking replacement is not covered in this Proposal.

Any third party structural testing or environmental investigation.



Date: 03/12/2021
Rep: Mike Lewis

Roofing System Options

	Roof System System Details Area(s) Applied	EPDM .060 Membrane Entire Roof	Manufacturer Installation Method Manufacturer Warranty	Carlisle Fully Adhered 20 Year NDL
CARLISLE				
Total Price	\$146,850.00			



Date: 03/12/2021
Rep: Mike Lewis

Options and Accessories

Option 1:

Total Price

\$ _____

Option 2:

Total Price

\$ _____

Option 3:

Total Price

\$ _____

Options Total

\$ _____

Roof System Selection Total

\$ _____

Total Contract Amount

\$146,850.00

All agreements, contracts and/or understandings between RJK and customer, including this Proposal, are governed by and subject to RJK's Terms and Conditions of Sale, a copy of which has been provided to customer. By entering into an agreement and/or contract with RJK, customer is required to accept RJK's Terms and Conditions of Sale. The most current version of RJK's Terms and Conditions of Sale is posted on RJK's website (www.rjkco.com). Customer may request a hard copy of RJK's current Terms and Conditions from RJK at any time, by sending a written request to RJK Roofing Solutions, 4964 Campbell Road, Willoughby, Ohio 44094. Attention: Terms and Conditions. Pursuant to RJK's Terms and Conditions, which are fully incorporated by reference herein, any and all quotes/estimates provided by RJK that are older than thirty (30) days are subject to price changes, if applicable, when converted to an order.

I understand that all agreements, contracts and/or understandings between customer and RJK shall be governed by, and subject to, RJK's Terms and Conditions. By signing below, customer(s) hereby acknowledges receipt and on-going acceptance of RJK's Terms and Conditions of Sale.

Authorized Representative

Date

RJ KIRKLAND CONSTRUCTION CO., INC.'S TERMS AND CONDITIONS OF SALE – COMMERCIAL

RJ Kirkland Construction Co., Inc. (RJK) and Customer hereby acknowledge and agree that any and all agreements, contracts and/or understandings between RJK and Customer shall be governed by, and subject to, the Terms and Conditions set forth below. By entering into an agreement and/or contract with RJK including, but not limited to, Proposals, Quotes, Estimates and/or Change Orders, Customer hereby acknowledges receipt and on-going acceptance of the foregoing Terms and Conditions, which may be amended from time-to-time. Customer may request a hard copy of RJK's current Terms and Conditions from RJK at any time, by sending a written request to RJ Kirkland Construction Co., Inc. 4964 Campbell Road, Willoughby, Ohio 44094, Attention: Terms and Conditions.

1. AUTHORITY OF CUSTOMER. Customer hereby represents and warrants that s/he is: (i) the legal owner of the property that is the subject of the agreement; (ii) authorized to enter into a contractual agreement with RJK; (iii) authorized to grant RJK access to the property for the purposes of performing the work and services contemplated by the agreement; and (iv) otherwise authorized to contract for, and consent to, the work and services that are the subject of said agreement. Customer further authorizes any and all joint signatories, if any, and Customer's agents, representatives, servants, employees and attorneys-in-fact to execute and deliver to RJK any and all necessary documents, including Change Orders (referred to below), in order to consummate or otherwise fulfill the agreement with RJK.

2. RESPONSIBILITIES OF CUSTOMER. It is Customer's responsibility to ensure that both the exterior and interior of the property is prepared prior to, and during, the completion of the work contemplated by the agreement. RJK shall not be responsible for any damages and/or losses resulting from the Customer's failure to comply with the instructions and responsibilities set forth in this paragraph. Customer hereby represents and warrants that s/he has been advised that the removal of permanently attached building materials (i.e., roofs, roofing materials, gutters and siding) often disturbs and can cause vibrations throughout the structure(s). As such, Customer shall be responsible for securing and/or removing all personal property and valuables from walls, ceilings and/or shelving including, but not limited to, chandeliers, paintings, plates, vases, trinkets and other personal property and Customer is hereby instructed to secure and lock away all such items. Customer hereby agrees that RJK shall not be responsible for any damage or loss related to any such property. RJK strongly recommends that the Customer disconnect all connections related to television and/or satellite reception (including cabling, wiring and hardware) in addition to all interior solar panel connections and venting (if applicable). The Customer further represents and warrants that s/he has been advised that, despite RJK's best efforts: (i) the work contemplated by the agreement may cause inconvenience and/or discomfort; and (ii) the work may inadvertently result in damage. Furthermore, it is the Customer's responsibility to, prior to the commencement of any work, inspect all areas of the structure that are within four (4) inches of the roof deck for any wiring, service lines and/or improvements (i.e., HVAC lines, duct work, ventilation pipes, cable/telephone lines, water lines, etc.) and to specifically advise RJK's on-site supervisor of any specific areas and/or property of concern. RJK shall not be responsible for any damage to any such wiring, service lines and/or improvements that were not specifically identified by the Customer prior to the commencement of work.

3. RJK'S RIGHT TO CANCEL. RJK may cancel any and all agreements governed by these Terms and Conditions within the earlier of: (i) forty-five (45) days from the date of the agreement; or (ii) the commencement of the work and/or services contemplated by the agreement. In the event that the agreement with Customer is cancelled by RJK, the deposit paid by Customer (if any) will be refunded to the Customer, without interest, within ten (10) business days.

4. MATERIALS AND CHANGE ORDERS. RJK shall provide the necessary labor and materials to complete the work as specified in the agreement. RJK cannot guarantee, and shall not be responsible for, ensuring and exact match (color or otherwise) of any and all materials including, roofing, gutters, siding, windows, doors, decking, railings, fasteners, flashings and/or metal work. RJK reserves the right to, in its sole discretion, substitute specified materials with materials that are of a substantially similar quality, like and kind. Customer and RJK hereby agree that any changes made to the work that is required by regulatory agencies shall constitute additional costs that are the responsibility of the Customer, unless otherwise provided for in the agreement. Additionally, if, during the performance of the work, Customer makes any changes or modifications to the specifications set forth in the original agreement, or it is determined that additional labor and/or materials are required beyond what is specified in the original agreement, Customer will be provided with a cost range and the final additional labor and/or material costs, as specified therein, will be billed to the Customer by a written Change Order.

5. LIMITATION OF LIABILITY AND DISCLAIMER OF EXPRESS AND IMPLIED WARRANTIES. Except as expressly set forth in writing by RJK, neither RJK nor any of its respective agents make any warranties of any kind, either express or implied, of merchantability, suitability or fitness for a particular purpose with respect to work, products and/or services provided under the agreement. RJK's cumulative liability to Customer and all other parties for any loss or damages resulting from any claims, demands, or actions arising out of or related to the agreement shall not exceed the total amount paid to RJK under the agreement. RJK shall not be liable for any special, incidental, consequential, exemplary, punitive or other indirect damage, or for lost profits arising out of the products or services provided herein, even if RJK has been advised of the possibility of such damages. Some jurisdictions do not allow for exclusion of implied warranties or limitation of liability for incidental and/or consequential damages, so the above limitations and/or exclusions may not apply. In the event that the above referenced limitation of liabilities and/or disclaimer of warranties are prohibited by law, the parties agree that the liability of RJK and its respective agents shall be limited to the greatest extent permitted by law.

6. RJK LIMITED WARRANTY. Subject to the conditions set forth below, Customer will be provided with a sixty (60) month limited warranty for all labor costs associated with the work performed by RJK in connection with the agreement, which shall immediately commence on the day that the work that is the subject of the agreement is completed. The limited warranty provided by RJK relates to defects in workmanship only and does not cover material/product defects, including, but not limited to, caulking materials, sealant, reflective coating, painting surfaces, metal materials, or damages caused by: (i) Customer's failure to perform normal maintenance; (ii) any condition created by, or resulting from, work performed by anyone other than RJK; (iii) inadequately ventilated or non-ventilated structures and/or roof decks; (iv) existing HVAC and/or insulation systems; (v) ice back up or ice damming; (vi) fungus, moss, lichens, mold, mildew, moisture or other naturally occurring conditions, such as discoloration, shading, staining and/or rot; and/or (vi) acts of God. In order for the RJK limited warranty to be effective, Customer must have: (1) paid, in full, all sums owed to the RJK under the agreement; (2) provided written notice to RJK: (a) for any defect, failure or problem related to water, including leaking and/or ponding, immediately but no later than twenty-four (24) hours after Customer's discovery; (b) for any defect, failure or problem not related to water but related to the work performed by RJK, within three (3) business days of Customer's discovery, all such notices shall be sent to RJK at: RJ Kirkland Construction, Co., Inc. 4964 Campbell Road, Willoughby, Ohio 44094, Attention: Claims Administrator; and (3) Customer shall not permit any party, other than RJK, to, in any way, alter or repair any work previously performed by RJK. Customer's failure to strictly adhere to the preceding instructions and directions shall result in the RJK limited warranty being rendered null and void. Upon receipt of notice of a claim by Customer, RJK will schedule a service call whereby a RJK representative will view the condition of the property and make a determination as to whether Customer is entitled to coverage under the RJK limited warranty. In the circumstance of a service call concerning a condition that is not the subject of coverage, RJK will provide Customer with a free written estimate, assuming the remedial work falls within the scope of services provided by RJK. If the remedial work does not fall within the scope of services provided by RJK, or the Customer elects not to proceed with the work set forth in the written estimate, Customer shall be responsible for paying a service call fee of One Hundred Seventy Dollars (\$170.00) plus an hourly fee of Eighty-Five Dollars (\$85.00) for all service calls that exceed two (2) hours, including driving time.

7. MANUFACTURER WARRANTY. The materials utilized in connection with the work may, or may not, be subject to a manufacturer warranty against certain defects. Customer hereby acknowledges and agrees that RJK has no responsibility with respect to coverage and/or liability related to any and all warranties offered by manufacturers. Warranties related to materials vary significantly by manufacturer and the specific product types and specifications of the materials selected by the Customer. Additional information concerning manufacturer warranties may be obtained from literature supplied by the manufacturer or by visiting the website of the appropriate manufacturer: Carlisle (www.carlislesynthetic.com), CertainTeed (www.certainteed.com), Versico (www.versico.com), Mule-Hide (www.mulehide.com) and/or Uniflex (www.uniflexroof.com).

8. FORCE MAJEURE. In the event that RJK is delayed or hindered in, or prevented from, its performance of any obligation of the agreement as a result of strikes, lockouts, shortages, or failure of supply of labor, fuel or materials, acts of God, causes associated with weather, acts, or requirements of any public authority, enemy act, act of war, act of terrorism, civil disorder or commotion, fire or other casualty, or any of cause of circumstance beyond the reasonable control of RJK, then the performance of such obligation(s) shall be excused for the period of such delay, hindrance or prevention and the period for the performance of such obligation shall be extended by the number of days equivalent to the number of days of such delay.

9. RJK QUOTES/ESTIMATES. Any and all quotes and/or estimates provided to the Customer by RJK are subject to Customer's acceptance of these Terms and Conditions. Any and all quotes/estimates provided by RJK that are older than thirty (30) days is subject to price changes, if applicable, when converted to an order.

10. PAYMENT TERMS. All payments made under the agreement shall only be made payable to RJK. Any and all balances owed by Customer shall be immediately due and owing upon completion of the work as set forth in the agreement. Customer fail to timely pay the balance owed, in full, within fifteen (15) days of the completion of the work, the Customer shall be subject to, and agrees to pay, a one-time late fee of Forty Dollars (\$40.00) plus interest shall be charged on all outstanding amount at the rate of one- and one-half percent (1.5%) per month (18% APR). If Customer provides RJK with a check, or authorizes RJK to collect a pre-authorized payment, electronic payment, or any other form of payment that is returned due to insufficient funds, or payment is otherwise declined, Customer shall be subject to, and agrees to pay, RJK an additional processing fee of Forty Dollars (\$40.00) for each such occurrence. In the event that Customer fails to satisfy the total balance owed within sixty (60) days of the completion of the work, RJK reserves the right to take any action permitted under law and, in the event that legal proceedings are commenced, RJK shall be entitled to recover any and all costs and expenses, including reasonable attorneys' fees, incurred as a result of Customer's failure to meet the payment terms set forth herein or otherwise enforcing these Terms and Conditions.

11. CHOICE OF LAW AND VENUE SELECTION. Any and all agreements between RJK and Customer shall be governed by the laws of the State of Ohio, without regard to conflicts of law provisions. Both RJK and Customer hereby agree to the jurisdiction of the Court of Common Pleas of Lake County, Ohio for purposes of adjudicating any action arising out of any and all agreements between RJK and Customer and hereby waive, to the fullest extent permitted by law, any objection to the laying of venue therein. Notwithstanding the foregoing, RJK reserves the right to bring suit in any other jurisdiction that RJK determines, in its sole discretion, to be appropriate.

12. NON-WAIVER. The failure by either party to require the strict performance of any obligation assumed by the other party under these Terms and Conditions, or the failure of either party to exercise any right or remedy to which it is entitled, shall not constitute a waiver nor cause a diminution in the rights or obligations set forth in the agreement including, without limitation, these Terms and Conditions. None of the provisions of these Terms and Conditions shall be held to have been waived by any act or knowledge of the parties, and may only be waived by a written instrument executed by the party to be bound thereby. Waiver of any default shall not constitute a waiver of any other or subsequent default.

13. AMENDMENTS. RJK hereby reserves the right to amend, revise, modify and/or change, in its sole and complete discretion and upon thirty (30) days written notice to Customer, any term or provision of the agreements and these Terms and Conditions. No amendment, revision, modification and/or change to the agreement shall be effective unless it is in writing and executed by a duly authorized representative of RJK.

14. ENTIRE AGREEMENT. The agreement between RJK and Customer (i.e., Proposal, Quotes, Estimate or Change Order) shall be subject to these Terms and Conditions and shall constitute the final, complete and exclusive agreement between the parties with respect to the services or products described therein, and supersedes any prior or contemporaneous oral or written agreement(s), proposal(s), warranties and representations. These Terms and Conditions shall prevail over any conflicting or additional terms of any and all quote(s), order(s), invoice(s), or other communications, whether oral or written.

15. SEVERABILITY. If any provision of this Agreement is held invalid, the remainder of the Agreement shall continue in full force and effect.

