TRI RIVERS CONSTRUCTION TRADES CONTRACT

Thank you for your interest in the Construction Trades Academy and our services. Our main goal at Tri-Rivers Career Center is to teach students while using the State of Ohio curriculum as mandated by the Ohio Department of Education. Our primary interest is to employ and educate students so they become reliable and skilled construction professionals.

While the students obtain their education, they have an opportunity to serve the community by working on various projects. This piece is very important to us and we do our best to serve everyone. We select our projects based on our curriculum and how it fits and aligns with our schedule.

This Construction Contract Vending Machine Enclosure is entered into during the 2026–2027 school year 10-12-2026, by and between Tri-Rivers Career Center, with an address of 2222 Marion Mt. Gilead Road, Marion, Ohio 43302 Vending Machine Enclosure and Marion Public Health, with an address of 181 S. Main St., Marion, Ohio 43302 , collectively the “Parties.”

Customer Contact: Hannah Beltz, BSN, RN, Director of Nursing

1. Construction Services. Customer wishes to obtain the Contractor’s services to perform the following work. Detailed plans and specifications to be attached to this Contract:

The Services are to be performed at the following address:

181 S. Main St., Marion, Ohio 43302 (installation location to be confirmed by Customer).

Marion Public Health – Vending Machine Enclosure Scope of Work

Construction and installation of an approximately 8-foot-long by 4-foot-deep, three-sided cedar enclosure for vending machines. The 8-foot front will remain open for customer access. The structure will include four cedar 4x4 corner posts, cedar 2x6 framing and supports, vertical cedar siding, and clear acrylic/plexiglass viewing panels framed into both side walls. The gable-style roof will have approximately 12-inch overhangs on all sides, and a shingled roofing finish and trim.

The enclosure will be constructed as a student project under instructor supervision and, when completed, delivered and installed by Tri-Rivers on the existing concrete slab at the approved project site. Anchoring details and the suitability of the existing slab will be confirmed before installation. New concrete work, site preparation, electrical work, vending machine installation, and other work not described above are excluded unless agreed to in writing.

Final siding, glazing, roof finish, and exterior stain selections will be confirmed with the Customer before purchase. The approved design or drawing will be attached to this Contract.

The Contractor agrees to furnish the labor, materials, and supplies necessary to perform the Services in accordance with the terms and conditions contained in this Contract. Upon completion of the Services, the Contractor will remove all materials, supplies, and other debris.

2. Changes in the Services. Customers may request reasonable changes to the Services described in Section 1. Any changes to the Services must be in writing and signed by both Contractor and Customer. Customer agrees that any changes to the Services may result in additional charges and extend the Construction Schedule described in Section 3.

3. Construction Schedule. The contractor will complete the Services in accordance with the following schedule. Customer agrees that all dates are subject to change if Customer requests any changes or additions to the Services. Completion date is further subject to weather conditions.

Start Date: During the 2026–2027 school year, following design approval and material availability.

Completion Date: To be determined based on student lab schedules, school activities, material availability, and project interruptions.

Full Completion Date: To be determined, including installation on the existing slab.

4. Payment Schedule. Customer agrees to pay Contractor the Total Payment specified below for the Services in accordance with the following schedule. This will include material and 15% of the total cost of the job. Total cost of the job includes equipment use, fuel consumption and any miscellaneous costs.

Upon execution of the Contract:

100% on Material Cost and Reimbursement for all costs + 15%

Contractor agrees to provide Customer a breakdown of all costs (i.e., materials and labor) upon Customer's request.

5. Representations. Contractor will perform the Services in a workmanlike manner, in compliance with all applicable laws, regulations, codes, restrictive covenants, and homeowners' association requirements.

Customer Representations. Customer is the legal owner of the Property, or otherwise has authority to permit construction upon the Property. The requested Services are in accordance with all applicable laws, regulations, codes, restrictive covenants, and homeowners' association requirements. Customer has the financial ability to pay the Contractor for the Services.

6. Obligations. Contractor Obligations. Contractor will take all reasonable safety precautions in performing the Services. Contractor will comply with all applicable laws, ordinances, rules, regulations, and orders of public authorities for the safety of persons and property.

Customer Obligations. Customer will provide Contractor, its employees, agents, and subcontractors, reasonable access to the Property for the purpose of performing the Services. Customer agrees to keep the Property clear of all known and potential hazards. Customer further agrees to keep all pets out of the work area of the Property. Customer will obtain, at its own cost, all necessary permits and approvals to perform the Services. Customer will sign all Ohio means jobs readiness forms for all students working on the project.

7. Insurance. Contractor warrants it is adequately insured for injury to its employees and any others incurring loss or injury as a result of the acts of Contractor or its employees and subcontractors.

8. Subcontractors. Customer may engage subcontractors to perform work at its discretion, provided that they shall fully pay any subcontractor and in all instances remain responsible for the proper completion of this Contract.

9. Events Beyond Contractor's Control. Customer agrees that if the Contractor is unable to complete the Services by the Completion Date because of reasons that were not caused by the Contractor (i.e., availability of necessary supplies, materials, etc.) or because of events beyond the Contractor's control (such as labor issues, fire, flood, acts of God, vandalism, etc.), Contractor will not be deemed to have breached this Contract and the time for Contractor to complete the Services will be extended by the amount of time reasonably necessary for Contractor to complete the Services and at a schedule agreeable to the Parties. The time for Customer to pay Contractor for the Services will be extended in the same manner.

10. Liability Waiver. If Contractor, any of its employees, contractors, agents, or the like are injured in the course of performing the Services, Customer is exempt from liability for those injuries to the fullest extent allowed by law.

11. Termination. Customer can terminate the Contract by giving written notice: (a) if Contractor commits any material breach of this Contract and fails to correct the breach within 10 days of notice of the breach; or (b) if there is any repeated failure by Contractor to provide the Services of an acceptable standard and to the reasonable satisfaction of Customer.

Contractor can terminate the Contract by giving written notice: (a) if Customer fails to make the payments required and set forth in Section 4 within 5 days of notice of failure to make a payment; or (b) if Customer commits any other material, non-financial breach and fails to correct the breach within 10 days of notice of the breach.

12. Entire Agreement. This document reflects the entire agreement between the Parties and reflects a complete understanding of the Parties with respect to the subject matter. This Contract supersedes all prior written and oral representations. The Contract may not be amended, altered or supplemented except in writing signed by both Contractor and Customer.

13. Dispute Resolution and Legal Fees. In the event of a dispute arising out of this Contract that cannot be resolved by mutual agreement, the Parties agree to engage in mediation. If the matter cannot be resolved through mediation, and legal action ensues, the successful party will be entitled to its legal fees, including, but not limited to its attorneys' fees.

14. Legal and Binding Contract. This Contract is legal and binding between the Parties as stated above. This Contract may be entered into and is legal and binding both in the United States and throughout Europe. The Parties each represent that they have the authority to enter into this Contract.

15. Severability. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If the Court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such

provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

16. Waiver. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

17. Applicable Law. This Contract shall be governed and construed in accordance with the laws of the state where the Property is located, without giving effect to any conflicts of laws provisions.

BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT AND THAT CUSTOMER IS SATISFIED WITH THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT. CUSTOMER SHOULD NOT SIGN THIS CONTRACT IF THERE ARE ANY BLANK SPACES. CUSTOMER IS ENTITLED TO A COPY OF THIS CONTRACT.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

"CONTRACTOR"

Signed: _____

By: _____

Date: _____

"CUSTOMER"

Signed: _____

By: _____

Date: _____