

AGREEMENT FOR CONSTRUCTION SERVICES

This Agreement for Construction Services (“Agreement”) is made and entered into this ___ day of March 2025, by and between the Tiffin City Schools (“TCS”), and The Motz Group, L.L.C., an Ohio limited liability company (“TMG”) for the Frost Kalnow Stadium Turf Replacement Turf Project.

In consideration of the mutual covenants and agreements set forth herein, TCS and TMG agree as follows:

ARTICLE I GENERAL PROVISIONS

1.1 Definitions

- 1.1.1 The “Project” is the design and construction of one infilled artificial turf multi-purpose athletic field for TCS, located at Charlotte St and 1st Street Tiffin, OH 44883 including the services described in the Scope of Work attached as part of the Contract Documents.
- 1.1.2 The “Work” is the design and construction services required to install the Project and includes labor, materials, and equipment necessary to perform the Work, as defined in ARTICLE 2.
- 1.1.3 The “Contract Documents” which constitute the entire Agreement between TCS and TMG, consist of:
 - (i) This Agreement For Construction Services and the following exhibits hereto:
 - a. The Scope of Work attached as Exhibit “A” and dated 02.18.2025;
 - b. The Construction Schedule attached as Exhibit “B”;
 - c. The product Limited Warranty attached as Exhibit “C”;
 - d. The product Specification attached as Exhibit “D”;
 - (ii) The shop drawings “Drawings” produced by The Motz Group, including field marking plan (PF1.8 – 02/24/2025);
 - (iii) Change Orders approved in accordance with this Agreement;
 - (iv) Written amendments to this Agreement executed by both parties.
- 1.1.4 The “Contract Price” shall mean all payments due TMG as set forth in ARTICLE 6 and for any Change Orders as set forth in ARTICLE 7.
- 1.1.5 Other terms are defined elsewhere in this Agreement and such defined terms shall have the meaning ascribed whether used before or after such definition appears in this Agreement.

1.2 Interpretation

In the event of any inconsistencies between provisions of the Contract Documents, such inconsistencies shall be resolved by giving precedence first to the terms of this Agreement.

1.3 Extent of Agreement

The Contract Documents represent the entire agreement between TCS and TMG and supersede all prior negotiations, representations or agreements. The Contract Documents may be amended only by written instrument signed by both TCS and TMG.

**ARTICLE 2
TMG RESPONSIBILITIES**

2.1 TMG Services

TMG shall furnish or arrange for the following services that constitute the Work, through its employees or subcontractors:

- 2.1.1 TMG has developed and herewith provides a Field Construction Schedule (the "Schedule") attached as Exhibit "B" for the Project indicating the time frames for starting and completing the various stages of the work, and containing the necessary information to allow TCS to monitor the progress of the Work.
- 2.1.2 TMG herewith provides TCS with a copy of the product Limited Warranty attached as Exhibit "C".
- 2.1.3 TMG will provide or cause to be provided all materials and equipment, supervision, inspection, testing, labor, tools, construction equipment and specialty items, whether temporary or permanent, and whether or not incorporated into the Project, necessary to execute and complete the Work.
- 2.1.4 TMG shall take all necessary precautions to ensure the safety of its employees in connection with the Project, and shall comply with all applicable provisions of federal, state and municipal safety laws and shall include in all subcontracts provisions which require its subcontractors to be responsible for the safety of their employees in connection with the Project. It is agreed that TMG shall have no responsibility for the abatement of safety hazards resulting from work at the job site carried on by other persons, or by TCS's separate contractors, or by TCS, or persons for which TCS is responsible, and TCS shall comply with, and agree to cause any such separate contractors or persons to comply fully with all applicable provisions of federal, state and municipal safety laws and regulations.
- 2.1.5 TMG shall pay all royalties and license fees required by the Project. TMG shall indemnify TCS from and against any and all demands, claims, suits, actions, and/or liability arising out of, based upon or relating to infringement of patent and/or other intellectual property rights and shall hold TCS harmless from any loss on account thereof, except that TCS shall be responsible for such loss when a particular design, process or product of a particular manufacturer is required by TCS.
- 2.1.6 TMG shall keep the premises of the Project free from the accumulation of trash and other debris caused by TMG's operations. At the completion of the Work, TMG shall remove from the Project its tools, surplus materials, construction equipment, machinery and temporary facilities.

- 2.1.7 TMG shall prepare Change Orders for TCS's approval and execution in accordance with this Agreement.
- 2.1.8 TMG shall maintain in good order at the site in either paper or electronic form one record set of drawings, specifications, product data, samples, shop drawings, Change Orders and other modifications, marked currently to record major changes made during construction. These or a representative copy shall be delivered to TCS upon completion of the Project.
- 2.1.9 TMG shall be responsible for and shall coordinate all construction means, methods, techniques, sequences and procedures.
- 2.1.10 It shall be the responsibility of TMG to coordinate and integrate the Work on the Project with work being performed by other contractors in and about the Project Site.
- 2.2 Limited Warranty Concerning Work
- 2.2.1 TMG warrants to TCS that the Work will be free from defects in material and workmanship as set forth in the Limited Warranty attached hereto as Exhibit C. This warranty does not include defects arising from modifications, abuse, improper maintenance or operation, or work undertaken by TCS. TMG agrees to correct all Work performed by it under this Agreement which proves to be defective in material or workmanship as defined in the Limited Warranty attached hereto as Exhibit C. The Limited Warranty is exclusive. No warranty is provided for equipment provided by TCS. Any warranty or guarantee obtained by TMG from any manufacturer shall be deemed to have been obtained for the benefit of TCS and shall be assigned to them at the completion of the work, and in no case will TMG's liability to the TCS for a manufactured item exceed such manufacturer's liability to TMG. **There are no warranties which extend beyond those identified in Exhibit C, and all implied warranties of merchantability or fitness are disclaimed.**
- 2.2.2 If any defect in the Work in violation of the Limited Warranty arises within the period set forth in Exhibit C, TMG shall upon receipt of written notices of such defect, promptly furnish, at no cost to the TCS, design and engineering, labor, equipment and materials at the job site necessary to correct such covered defect.
- 2.2.3 All design and engineering, labor, equipment and materials furnished by TMG pursuant to Article 2.2.2 to correct the defects warranted by TMG in accordance with the warranties set forth in Article 2.2.1 shall be under warranty for a period equal to the original warranty period set forth in Article 2.2.1 from the date of completion of the correction.
- 2.2.4 If TMG is notified of any defects in the Work, and such defect constitutes a material violation of TMG's Limited Warranty, and TMG fails to promptly and adequately correct such defects, TCS shall have the right to correct or to have such defects corrected for the account of TCS and TMG shall promptly pay the cost incurred in correcting such defects.

- 2.2.5 Other than those items identified in 3.4, TMG will secure all required certificates of inspection, testing, and/or approval required, if necessary, for the Work and to complete the Project and shall deliver them to TCS.
- 2.2.6 TMG will collect all equipment manuals and deliver them to TCS, together with all written warranties from equipment manufacturers upon completion of the work.
- 2.2.7 TMG shall verify field dimensions, elevations and readily observable existing conditions prior to commencement of the Work.

**ARTICLE 3
TCS'S RESPONSIBILITIES**

- 3.1 TCS shall provide full information regarding its requirements for the Project.
- 3.2 TCS shall designate one or more representatives who shall be fully acquainted with the Project, and have authority to approve changes in the scope of the Project, render approvals and decisions promptly, review submittals and furnish information expeditiously and in time to meet the dates set forth in the Schedule.
TCS may also, from time to time, appoint one or more on-site Project representatives to observe the Work.

TCS Representative Information: Approval of Submittals and Shop Drawing

Name: Greg DeVore, Business Director
 Phone number: 567-230-3709
 Email: greg_devore@tiffincityschools.org
 Address- 244 S Monroe St, Tiffin, OH 44883

Project Site TCS Representative Information:

Name: Greg DeVore, Business Director
 Phone number: 567-230-3709
 Email: greg_devore@tiffincityschools.org
 Address- 244 S Monroe St, Tiffin, OH 44883

- 3.3 If TCS becomes aware of any fault or defect in the Work or nonconformance with the design or Contract Documents, it shall give TMG prompt written notice thereof.
- 3.4 TCS shall obtain all governmental permits necessary to complete the work, including any permits required to meet city or county storm water management regulations. All engineering work, including production of stamped drawings and storm water calculations required as part of the permitting process, shall be provided by TCS.
- 3.5 TCS shall have no contractual obligation to TMG's subcontractors and shall communicate with such subcontractors only through TMG.
- 3.6 TCS shall pay for all utility connection tap-on and impact fees and special facilities charges rendered by utilities for connection of permanent utility services to the Project.

- 3.7 TCS shall provide to TMG full and complete information concerning any requirements (other than building or fire code requirements and requirements binding on all employers equally) imposed by local or state government binding on TCS or TCS's contractors, subcontractors or material suppliers, which might impact the Cost of the Work or the Schedule, including prevailing wage obligations, minority or disadvantaged group hiring or subcontracting requirements, local content obligations or other similar rules, regulations or policies.

ARTICLE 4 SUBCONTRACTS

- 4.1 All portions of the Work that TMG does not perform with its own forces shall be performed under subcontracts. TMG shall select subcontractors and shall be responsible for the management of the subcontractor's performance of their work.
- 4.2 A "Subcontractor" is a person or entity that has a direct contract with TMG to perform Work in connection with the Project. The term "Subcontractor" does not include any separate contractor employed by TCS or the separate contractors' subcontractors.
- 4.3 No contractual relationship shall exist between TMG's subcontractors and TCS.

ARTICLE 5 CONTRACT TIME SCHEDULE AND SUBSTANTIAL COMPLETION

5.1 Contract Time

- 5.1.1 The Work to be performed under this Agreement shall be substantially completed by the completion date set forth in the Schedule provided pursuant to Paragraph 2.1.1. TMG shall schedule and coordinate the details of the Work being performed to meet the general and specific requirements of this Agreement.
- 5.1.2 The term "day" as used in the Contract Documents shall mean a calendar day, unless otherwise specifically defined.
- 5.1.3 TMG recognizes that other contractors and subcontractors may be working concurrently at the job site. TMG agrees to cooperate with TCS so that the Project as a whole may progress with a minimum of delays.

5.2 Substantial Completion

The "Date of Substantial Completion" of the Project or a designated portion thereof is the date when the construction is sufficiently complete in accordance with the specifications that TCS puts a designated portion into use or otherwise accepts the Project as being

complete, such acceptance not being unreasonably withheld, and has taken over the responsibility of managing the Project (“Substantial Completion”).

5.3 Delays

- 5.3.1 Except to the extent that the delay is due to the act or omission of TMG, its employees, agents or representatives, if TMG is delayed at any time in the progress of the Project by an act or omission of TCS, by any separate contractor employed by TCS, by the action of any governmental agency or regulatory body, by changes ordered in the Project by TCS, or by labor disputes, unusual shortages in labor, fire, unusual delay in transportation, unusual delay in issuance of building permits or zoning or utility services, unusual delay or shortages in material supplies, unavoidable casualties, unusual delays due to adverse weather or other acts of God, or any other causes beyond TMG’s control (including but not limited to COVID-19, any variant thereof or similar epidemic or pandemic), then the date scheduled for Substantial Completion and any applicable milestone dates shall be delayed by the same number of days as the delay exists, provided that TMG provides written notice to TCS of the delay. TCS recognizes that TMG and certain of its suppliers and subcontractors may use Just-in-Time inventories to avoid costs that would otherwise be borne by TCS, which inventories could be more severely impacted by unusual delays or shortages in material supplies as noted above.
- 5.3.2 If, after a delay described in Article 5.3.1, which is not due to the act or omission of TMG, its employees, agents or representatives, TCS requests that TMG schedule overtime in order to meet, or lessen the delay to, the originally scheduled date of Substantial Completion or any milestone date, TMG shall prepare and submit an estimate of the cost thereof and, if approved by TCS, TCS shall issue its Change Order per Article 7.1.

ARTICLE 6 BASIS OF COMPENSATION

TCS shall pay TMG the amount of \$908,500.00 (Nine-hundred eight thousand, five-hundred dollars) for TMG’s entire performance of the Work and the completion of the Project pursuant to this Agreement.

- 6.1 The Contract Price assumes that TMG is required to provide a performance and payment bond. The Contract Price assumes that TMG is not required to obtain any permits for the construction of the Project or the completion of the Work, and is not required to pay sales taxes or prevailing wage rates. The Contract Price is based upon the laws, codes and regulations in existence at the date of its establishment and upon the Specifications set forth in the Contract Documents and information supplied to TMG by TCS prior to the date of this Agreement. The Contract Price is also based upon material prices as they existed at the date of the Agreement’s establishment. The Contract Price shall be increased to account for any unusual increase in material prices occurring more than 30 days after the establishment of the Agreement so long as TMG provides notice of the increase along with substantiating information showing the unusual price increase. Such increase to the Contract Price shall be completed through a Change Order to be approved by the TCS, and such approval shall not be unreasonably withheld.

ARTICLE 7
CHANGES IN THE WORK

7.1 Change Orders

- 7.1.1 There shall be no change whatsoever in the Drawings, Specifications or in the Work without an executed Change Order as herein provided. TCS shall not be liable for the cost of any extra Work or any substitutions, changes, additions, omissions, or deviations from the Contract Documents unless the same shall have been authorized by and the cost thereof approved by Change Order. The provisions of the Contract Documents shall apply to all such changes, additions and omissions with the same effect as if originally embodied in the Drawings and Specifications.
- 7.1.2 Any Work not contained in the Contract Documents shall be a change and shall be performed by TMG only pursuant to a written Change Order. Such a Change Order may increase or decrease the Work within the general scope of this Agreement. If this Change Order causes an increase in the Cost of the Work, TMG shall be paid a lump sum acceptable to both parties and granted an extension of the time periods to complete the Work set forth in the Schedule. If the Change Order or Construction Change Directive causes a decrease in the Cost of the Work, the Contract Price shall be decreased by the amount of TMG's determination of the net decrease of the cost in labor, materials, equipment no longer required, and any overhead/profit associated with those items.
- 7.1.3 In the event TCS requests TMG to develop information necessary for the consideration of a change in the Project, TMG shall notify TCS if there is a cost associated with developing such information and TCS shall then instruct TMG on whether to proceed. If given instruction to proceed with development of the information for the Change Order and such Change Order is not subsequently adopted, TCS shall reimburse TMG for the costs that it incurred in connection with such efforts.

7.2 Concealed, Unknown or Hazardous Conditions

- 7.2.1 If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) physical conditions of an unknown nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing party shall be given promptly to the other party and, if possible, before conditions are disturbed. The Contract Price shall be equitably adjusted for such concealed or unknown conditions by Change Order upon claim made by TMG.
- 7.2.2 In the event TMG encounters on the site material reasonably believed to be asbestos or a hazardous substance that has been rendered harmless, TMG shall immediately stop work in the area affected and report the condition to TCS. Work in the affected area shall not thereafter be resumed except by written agreement of TCS and TMG. TMG shall not be required to perform any Work relating to asbestos or hazardous substances without its consent. TCS will issue

a Change Order in connection with any such condition if the condition affects the cost of the Work or the Schedule.

7.2.3 TMG shall take reasonable precautions to protect driveways, walkways, landscape beds, fences and other appurtenances from damage during construction and shall restore the site as required following completion of the project. TMG must be provided access to the site and if this access, upon mutual agreement, includes use of asphalt or concrete roadways, parking lots, etc, on the site, TMG cannot be held responsible for any damage that occurs to these surfaces or associated curbs/gutters. Repair of any damage, unless said damage is deemed to be reckless and avoidable, shall be the responsibility of TCS.

7.3 Regulatory Issues

7.3.1 TMG shall be compensated for changes in the Work necessitated by the enactment or revision of codes, laws or regulations subsequent to the date of this Agreement.

7.3.2 Unless TCS supplied TMG with all information prior to the date of this Agreement required by Article 3.7 and in the event that meeting such requirements increases the cost of the Work, TCS shall issue a Change Order.

7.4 Cost of Change Orders

Within Ten (10) days after a request for any such change or event causing a change or such lesser period of time as may be reasonably required by TCS, TMG shall provide TCS, in writing, an estimate of the effect of the proposed Change Order upon the Contract Price and the actual cost of construction, which shall include a complete itemized cost breakdown. Changes may be made by TCS by an appropriate written Change Order or at TCS's option such changes shall be implemented immediately upon TMG's receipt of an appropriate Construction Change Directive.

**ARTICLE 8
PAYMENTS TO CONTRACTOR**

8.0 Milestone Payments

TCS shall pay TMG based on the following schedule:

50% due upon turf order approvals
20% due upon project commencement
20% due upon infill installation
10% due upon Substantial Completion

8.1 Payment Terms: All payment terms are Net 30 from invoice date.

8.2 Late Payments: A late fee of 1.5% will be applied to any overdue amounts

8.3 Collection Charges: The TCS is responsible for all charges related to the collection of outstanding amounts due by TCS, including late fees and all reasonable attorney fees incurred by TMG in pursuing such collection.

TCS Billing Information: Responsible Party for Payment

Name: Carol Vaughn, Accounts Payable Clerk

Phone number: 419-447-2515

Email: carol_vaughn@tiffincityschools.org

Address – 244 S Monroe St, Tiffin, OH 44883

8.4 Title

TMG warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will pass to TCS upon receipt of such payment by TMG, free and clear of all liens, claims, security interests or encumbrances hereinafter referred to as Liens. TMG, at its own expense, shall indemnify, defend and save harmless TCS against Liens filed on the property of TCS by subcontractors, materialmen or suppliers of TMG except TMG has no such obligation if the reason for non-payment of the subcontractors, materialmen or suppliers is TCS's non-payment to TMG.

ARTICLE 9 INDEMNITY AND INSURANCE

9.1 Indemnity

9.1.1 Notwithstanding any clause or provision in this Agreement or any other applicable Agreement to the contrary, TMG shall indemnify and hold harmless (but not defend) the TCS, its officers, directors, employees and agents from and against those damages and costs that TCS is legally obligated to pay as a result of third party claims, including the death or bodily injury to any person or the destruction or damage to any property, to the extent caused by the negligent act, error or omission of TMG or anyone for whom TMG is legally responsible, subject to any limitations of liability contained in this Agreement.

9.1.2 Notwithstanding any clause or provision in this Agreement or any other applicable Agreement to the contrary, TCS shall indemnify and hold harmless (but not defend) TMG, its officers, directors, employees and agents from and against those damages and costs that TMG is legally obligated to pay as a result of third party claims, including the death or bodily injury to any person or the destruction or damage to any property, to the extent caused by the negligent act, error or omission of TCS or anyone for whom TCS is legally responsible, subject to any limitations of liability contained in this Agreement.

9.2 TMG's Insurance

Before any part of the Work on the Project Site is commenced, TMG shall purchase and maintain at TMG's sole cost, the following insurance to cover its operations under this Agreement

whether such operations be by itself or by any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- 9.2.1 Worker's Compensation Insurance in full compliance with workers' compensation laws of the state in which the Project Site is located.
 - 9.2.2 Comprehensive Automobile Liability Insurance covering all owned, hired and non-owned vehicles with the following minimum limits of liability:
Combined single limit – \$1,000,000 each occurrence.
 - 9.2.3 Commercial General Liability Insurance written on an occurrence basis with the following minimum limits of liability:
 - (i) General Aggregate \$2,000,000
 - (ii) Products/Completed Operations Aggregate \$2,000,000
 - (iii) Personal and Advertising Injury \$1,000,000
 - (iv) Each Occurrence \$1,000,000
 - (v) Fire Damage \$100,000
 - (vi) Medical Expense \$5,000
 - (vii) TMG's Commercial General Liability policy shall also include blanket Contractual Liability and Broad Form Liability and Property Damage coverage.
- 9.3 Certificate of Insurance

TMG shall furnish to TCS promptly following the execution of this Agreement, certificates evidencing the maintenance of said insurance. TCS shall be named as additional insured under said insurance. TCS and TMG each expressly waive against each other and their separate contractors, agents and employees of each of them, any cause of action or right of recovery which either may have against the other for any loss or damage, as the case may be, arising out of any risk covered by property insurance carried hereunder, except such rights they may have to proceeds of insurance. All policies of insurance carried by TMG and TCS shall provide for waivers of subrogation by endorsement or otherwise.

ARTICLE 10 TERMINATION

10.1 Termination by TCS for Cause

If TMG fails to carry out the Work in accordance with the Contract Documents, TCS may give written notice that TCS intends to terminate this Agreement. If TMG fails to correct the defaults within fifteen (15) days after being given notice, TCS may terminate this Agreement. In event of termination, TCS shall pay TMG for all Work completed through the date of termination.

10.1.1. If the Contract Price for the completed Work exceeds the sum of the total cost to the TCS for completing the Work, plus all amounts previously paid to TMG for the Work, such excess shall be paid to TMG. TCS shall be entitled to pursue recovery of these costs through the dispute resolution process set forth in Article 11.3.

10.2 Termination by TCS Without Cause

In addition to termination under Article 10.1, TCS may terminate this Agreement without cause upon thirty (30) days written notice to TMG. Upon such termination, TCS shall reimburse TMG for any unpaid portions of the Contract Price due it for the Work to the date of termination. In addition, TCS shall also pay to TMG the unpaid balance of the Contract Price less the amount of any cost of work that will not be incurred by TMG due to the termination of this Agreement. In the case of such termination, TCS shall further assume and become liable for obligations, commitments and unsettled claims that TMG has previously undertaken or incurred in good faith in connection with said Work, actual cancellation penalties for outstanding contracts and undelivered materials or equipment on order, and any demobilization costs.

10.3 Termination by Contractor

If TCS fails to make payment for amounts when due, or if TCS otherwise breaches this Agreement, TMG may, at its option, give written notice of its intention to terminate this Agreement. If TMG does not receive such payment in full within fifteen (15) days after TMG's delivery of such notice to TCS, TMG may, at its option, terminate this Agreement and recover from TCS payment for that portion of the Work completed through the date of termination. In addition, TCS shall also pay to TMG the unpaid balance of the Contract Price less the amount of any cost of work that will not be incurred by TMG due to the termination of this Agreement. In the case of such termination, TCS shall further assume and become liable for obligations, commitments and unsettled claims that TMG has previously undertaken or incurred in good faith in connection with said Work, actual cancellation penalties for outstanding contracts and undelivered materials or equipment on order, and any demobilization costs.

ARTICLE II
MISCELLANEOUS

11.1 Successors and Assigns

This Agreement shall be binding on the successors, assigns and legal representatives of TCS and TMG. Neither party shall assign or transfer an interest in this Agreement without the written consent of the other.

11.2 Governing Law

This Agreement shall be governed by the law of the State of Ohio. The sole and exclusive venue and jurisdiction for filing and maintaining any lawsuit or other action or proceeding arising from this Agreement shall be in Hamilton County, Ohio.

11.3 Dispute Resolution

TMG and TCS shall endeavor to resolve claims, disputes and other matters in question between them by good faith negotiation. In the event that any claim or dispute arises between the parties in relation to this Agreement and the claim or dispute is not resolved by negotiation, the parties shall endeavor to resolve it by mediation as a condition

precedent to arbitration. Unless the parties mutually agree otherwise, the mediation shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures. A request for mediation may be made by either party by delivering a written request for such mediation to the other party, and filing such request with the person or entity administering the mediation.

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

Any claim or dispute not resolved by mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules. A demand for arbitration shall be made in writing, delivered to the other party, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all claims and disputes then known to that party on which arbitration is permitted to be demanded.

TMG, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitration employ materially similar procedural rules and methods for selecting arbitrator(s).

TMG, at its sole discretion, may include in the arbitration by joinder persons or entities involved in a common question of law or fact.

11.4 Invalid Provisions; Severability

In the event that any one or more of the provisions contained in this Agreement are held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained therein.

11.5 Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

In Witness Whereof, TCS and The Motz Group, L.L.C. have caused their duly authorized representatives to execute this Agreement for and on their behalf as of the date first above written.

Tiffin City Schools:

By: Mr. Larry Kisabeth

Its: Board President

Signature: _____

Date: _____

The Motz Group, L.L.C.

By: Zachary D Burns

Its: CEO

Signature: _____

Date: _____

11418890.4



Exhibit A
2.18.2025

STADIUM FIELD REPLACEMENT PRICING

BID ITEM	DESCRIPTION	PRICE
Replacement of existing synthetic turf system. Described generally as providing turnkey services including existing turf system removal, new synthetic turf system, markings, infill etc		
Turf Replacement (88,000sf)	Furnish and install The Motz Group's CrossFlex 53oz 2.25" dual-fiber synthetic turf system with all new rubber/sand infill mixture utilizing GAME ON integrated lines and enhanced graphics manufacturing technology	\$724,450
ALTERNATES		
ALTERNATE 1 (Shock Pad)	Furnish and install Brock SP underlayment shock pad under the turf field and adjust to a 2" turf system	ADD \$148,000 (Selected)
ALTERNATE 2 (Reuse Existing Infill)	Reclaim existing infill and reuse in new synthetic turf system topping as needed to maximize performance and playability. (When reusing infill fractured fiber from existing synthetic turf system may be present within the new infill profile)	DEDUCT \$48,000 (Selected)
ALTERNATE 3 (Goal- Post Replacement)	Replace existing goal post and foundations with new 8' offset and 20' upright adjustable goal post for both High School and Collegiate Width to include hydraulic hinge mechanism	ADD \$64,300 (Selected)
ALTERNATE 4 (Motz365)	Provide The Motz Group's annual multi-step deep clean Motz365® program which includes a once a year visit for 7 visits throughout the life of the warranty to provide decompaction, vacuuming, contact disinfectant, GMAX testing and report for owner's files	ADD \$19,750 (Selected)
DOES NOT include taxes, prevailing wages, union wages, design or permitting fee DISCOUNTED AEPA Ohio Schools Council (OSC) cooperative purchasing applied. Performance and Payment Bond included		

PROJECT TOTAL: \$908,500



SCOPE OF WORK

PRECONSTRUCTION

- Project management overseen by The Motz Group
- Participate and lead a preconstruction meeting with the owner's team
- Provide submittals for turf system
- Install site protection over track for construction access

BASE CONSTRUCTION

- Cut existing synthetic turf system into rolls utilizing track based equipment
- Disposal of existing synthetic turf system to include existing infill
- Provide 3rd party drainage test on existing stone base
 - Does not include any base remediation to existing stone base or drainage pipe if deemed necessary
- Laser grade existing stone base prior to installation of new synthetic turf system
- Demo existing Comm Boxes, furnish and install three (3) new Comm Boxes. The Motz Group to coordinate with ownership team on location.

TURF INSTALLATION

- Secure all 15' wide main panels of turf by using premium adhesives to ensure maximum bonding on all seams and inlays
- Furnish and install field markings utilizing GAME ON integrated lines and enhanced graphics technology as illustrated on PF1.8 dated 2.24.2025
- Furnish and install new rubber/sand infill mixture to maximize performance and playability

MAINTENANCE & WARRANTY

- Provide owner's manuals **AND** training by The Motz Group and our Motz Group employed technicians
- Provide The Motz Group's industry leading **Cover3®** warranty which covers surface materials and workmanship for eight (8) years.
 - 24-hour response time to play critical areas (48-hr to all others)
 - Any time training on care of field and maintenance



ASSUMPTIONS

- One mobilization to site
- Does not include prevailing/ union wages, permitting/design fees, or taxes
- Performance and Payment bond included
- Discounted OSC AEPA pricing applied
- Does not include permits, fees, licenses, or engineering (including stamped drawings) costs associated with permitting or design of site or stormwater management requirements
- Does not include any replacement or repairs to existing perimeter nailer board
- If reusing infill from an existing field, fractured fiber from the existing synthetic carpet system may be present within the new infill profile. Complete removal of these fractured fibers is not possible.
- Does not include any underlying stone base remediation that is not specifically called out above
- Does not include relocating, replacing, repairing, supplying, or reconnecting any existing or proposed utilities including but not limited to; water, electric, sanitary, cable, fiber optic, gas, etc.... that is not specifically called out above
- Does not include additional field markings, lettering, logos, mow pattern appearance, sports equipment, maintenance equipment, etc.... that is not specifically called out above
- Does not include allowances for asphalt or concrete repair to access drives or parking surfaces that's not specifically called out above (excludes negligence)
- Pricing good for 30 days from 2/18/2025



Limited Warranty

The Motz Group, LLC. ("TMG") hereby warrants to <Owner> (the owner), subject to the limitations and conditions set forth below, that its CrossFlex® synthetic grass system, consisting of synthetic turf, seaming tape, adhesive and infill, used in connection with its installation at <Project Address>, <City>, <State_and_Zip> is free from defects in material and workmanship and shall, for a period of eight (8) years from the date of acceptance/substantial completion by the owner, remain serviceable for its intended uses, as described below:

Performance & Workmanship

- 1. The synthetic turf shall have an average Gmax value according to ASTM D355 of less than 130 G's 30 days after installation, and the average value shall not exceed 175 G's during the Limited Warranty period.
2. The turf shall not stretch to the point that slack material causes ripples, ridges or bumps in the turf.
3. The fabric seams shall remain intact and shall not separate or become unglued or otherwise unattached.

Materials

- 4. The yarn used to make the grass-like tufts will maintain its UV stability and tensile strength: tensile strength of the yarn shall not decrease by more than 50% during the Limited Warranty period, according to ASTM D-2256, due to breakdown of UV stability.
5. The synthetic turf material shall be stable to excessive fading and will fade in a uniform manner with no significant color variation, except as affected by changes resulting from pile distortion, normal matting, and high wear areas.

During the Limited Warranty Period, TMG shall, at its sole expense and cost (subject to the terms, conditions, limitations, and exclusive remedies contained herein), repair, or at its exclusive option, replace those areas of the synthetic grass system that fail to perform to the foregoing standards during the Limited Warranty period.

This Limited Warranty and TMG's obligations hereunder are expressly conditioned upon:

- a. The owner notifying TMG immediately of any need for repair to the system. Field repairs to play critical areas will be made within 24 hours of notification from the owner and minor field repairs will be made within 48 hours of notification from the owner.
b. The owner maintaining and properly caring for the synthetic grass system in strict accordance with the Recommended Maintenance Guidelines provided by TMG. The owner must keep an accurate log of all maintenance activities, in accordance with TMG's Recommended Maintenance Guidelines and produce that log upon request.
c. The owner complying with the dynamic and static load specifications established by TMG and stated in the Recommended Maintenance Guidelines.

Synthetic turf is a consumable product and is subject to normal wear and tear, which is not a defect and is not covered by this Limited Warranty. The Limited Warranty also does not cover any defect, failure, damage or undue wear in or to the synthetic grass system caused by or connected with:

- a. Abuse, intentional or unintentional neglect, deliberate acts, vandalism or acts of God, fires, floods, windstorms, animals, mud/dirt or improper care.
b. Casually, static or dynamic loads exceeding those stated in the Recommended Maintenance Guidelines.
c. Use of footwear having cleats of more than 1/2" in length, shoes having metal cleats, spikes or similar metal projections, other than conventional metal-tipped football or rugby cleats, track running shoes having spikes of more than 1/4" in length or intense, consistent use with flat-soled shoes.
d. Repetitive marching or intensive drills at the same location in the field, including but not limited to field lines, batters' boxes, bases and base paths, pitcher's mounds, lacrosse creases, etc.
e. Improperly maintaining the infill height across the field, particularly in high wear areas such as goal mouths, penalty kick areas, etc. Infill height shall be maintained to result in no more than 5/8" of fiber above the fill level.
f. Use of improper cleaning methods or products.
g. Improper treatment such as excessive vehicular traffic, use of vehicles with anything other than smooth tread pneumatic tires, use of golf clubs, fireworks, concerts, erection of stages and other structures and all other uses not expressly approved by TMG.
h. Any and all work, including repairs or maintenance, performed by anyone other than TMG or one of TMG's authorized representatives.

If TMG is asked to undertake work that is initially thought to be covered under this Limited Warranty but is subsequently determined to be outside the scope of TMG's responsibilities herein, TMG shall be entitled to full reimbursement of labor and material costs on a mutually agreed upon time and material schedule.

Upon request, TMG shall examine the synthetic turf system at least once per year or in regard to any claim that the owner makes, to analyze the results of all tests conducted by the owner or others, and to conduct such tests of their own as they deem appropriate or as required within the contract.

All claims by the owner under this Limited Warranty must be made in writing to TMG's primary business address during the Limited Warranty period. In the event TMG does not respond to the owner's written notice within five (5) working days of receipt of the notice and does not schedule and commence corrective work subject to this Limited Warranty within thirty (30) calendar days (weather permitting) following owner's notification, the owner has the option of having the work performed by others, the expense for which TMG will be liable, as limited herein. The owner must provide to TMG within seven (7) days a notice in the form of a certified letter, notifying TMG of the end of the thirty (30) remediation period and their intent to use another contractor to perform the work arising from their claim.

If TMG does not fulfill its obligations under this Limited Warranty, the owner's sole and exclusive remedy shall be for damages in an amount equal to the reasonable repair or replacement expenses actually incurred by owner to address those portions of the system that are no longer performing as warranted, subject however, to the owner's agreement that TMG's liability for any damages attributable to the warranted Materials (items 5 and 6 above) as opposed to Performance & Workmanship, shall in no event exceed the prorated replacement value (based on the years remaining in the 8 year Limited Warranty period at the time TMG is given notice) of the Materials requiring repair or replacement under this Limited Warranty.

THE EXPRESS WARRANTIES SET FORTH IN THIS LIMITED WARRANTY ARE IN LIEU OF AND EXCLUDE ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE EXPRESSLY DISCLAIMED. IN NO EVENT SHALL TMG BE HELD LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE PRODUCT INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR PERSONAL INJURY, ECONOMIC LOSS, RIP AND TEAR COSTS, DOWNTIME COSTS, LOST PROFITS, OR LOSS OF USE.

This Limited Warranty shall be of no force and effect if TMG is not paid in full for the project. TMG's obligations under this Limited Warranty are expressly conditional upon TMG being paid in full for the project in accordance with the terms of the agreement or contract. This Limited Warranty becomes effective only upon receipt of a fully executed Certificate of Completion. The Certificate must be completed and signed by the owner within thirty (30) days from the earlier of the date of Owner's acceptance or substantial completion. Notwithstanding the foregoing, the Limited Warranty period shall be deemed to commence upon the earlier of the date of Owner's acceptance or substantial completion.

Purchaser Information

Name of Owner <Owner>
Location of Installation <Project Name>
Address <Owner Address>
City <City>
State and Zip Code <State_and_Zip>

Date of Acceptance/Substantial Completion <Date>
Date of Warranty Expiration <Date>
The Motz Group, LLC
Warranty Issuance Date <Date>

SAMPLE



CROSSFLEX TURF SYSTEM SPECIFICATIONS

PILE YARN #1	10,800 DENIER PE MONOFILAMENT
YARN DIMENSION #1	300 MICRONS
PILE YARN #2	5,000 DENIER PE SLIT FILM
YARN DIMENSION #2	100 MICRONS
FACE WEIGHT	46 OZ
PRIMARY BACKING	6 oz.
SECONDARY BACKING	14 OZ POLYURETHANE
TUFT HEIGHT	2.00"
TUFT GAUGE	1/2"
TOTAL WEIGHT	65 OZ
INFILL	RUBBER / SAND
INFILL DEPTH	1.50"
DRAINAGE	1/4" x 3" x 4" PERFORATION
TUFT BIND	≥ 8 LBS WITHOUT INFILL
PILL FLAMMABILITY	PASS
GRAB TEAR STRENGTH	≥ 200 LBS
PERFORMANCE WARRANTY	8 YEARS
AVERAGE GMAX	<130 INITIAL & <175 DURING WARRANTY

