

ACKNOWLEDGEMENT OF ASSIGNMENT AND ASSUMPTION OF SUBCONTRACT

This Acknowledgment of Assignment and Assumption of Subcontract (the “Assumption”) is made effective this 19th day of July, 2019, and is between **Big Walnut Local Schools Board of Education** (“Board”) and Assured Glass Services, LLC (“Assured”)(Board and Assured are collectively referred to as the “Parties”).

RECITAL

The Board undertook a project commonly known as the Security Improvements Project with work located at 940 S. Old 3C Rd., Sunbury, Ohio 43074; 70 Harrison St., Sunbury, Ohio 43074; 4121 Miller-Paul Rd., Galena, Ohio 43021; 105 Baughman St., Sunbury, Ohio 43074; and 555 S. Old 3C Rd., Sunbury, Ohio 43074 (hereinafter the “Project”).

The Board awarded a General Trades Contract to LeVeck Commercial Construction & Development, LLC (“LeVeck”) on May 17, 2018, and subsequently entered into the General Trades Contract, thereafter (“General Trades Contract”).

LeVeck subcontracted with Assured for certain labor, equipment, and materials to be furnished to the Project (the “Subcontract”) under the General Trades Contract. The value of the Subcontract is \$181,998, through change order number four (which was agreed to by LeVeck in March of 2019). Pursuant to Assured’s Pay Application 5, the amount completed by Assured to date is \$165,526 through February of 2019, \$8,276.30 of which is retainage. Thus, Assured has a total earned to date of \$157,249.70. Assured has provided the Board the attached internal report showing that Assured has received \$103,007.00 in payments from LeVeck. Thus, the total earned, less the total payments received to date by Assured (\$157,249.70-\$103,007.00), is \$54,242.70.

As a result, through change order four, Assured has \$16,472.00 of contract balance left to bill on the Project.

The only outstanding discrepancy with the Subcontract relates to two steel door frames (101-1 and 101-2) included in Assured’s Subcontract. When Assured arrived at the site to install those door frames per its subcontract, LeVeck had already installed them. Assured then returned the door frames to its warehouse. The door frames in question total \$1,000. The installation of those door frames would involve 8 total man hours (2 men, 2 hours per door) at the laborer rate of \$50, for a total of \$400. Thus, the value of this work is \$1,400. Assured has agreed to split the value of this work and the signing of this Assumption shall be considered a deduct change in order in the amount of \$700 from the scope of the Subcontract, reducing the value of the Subcontract accordingly. Both parties believe this is an appropriate resolution. Assured acknowledges that there are no other outstanding claims or amounts owed other than those specifically set forth herein.

On May 16, 2019, the Board issued a notice of termination to LeVeck pursuant to the General Trades Contract, specifically, Section 14.2 of the General Conditions. In accordance with Section 5.4 of the General Conditions, the Board may take an assignment of the Subcontract after it has terminated LeVeck pursuant to Section 14.2 of the General Conditions, and after it has

provided notice to both LeVeck and Assured of its acceptance of the assignment. The Board notified LeVeck and Assured of its acceptance of the assignment on July ___, 2019.

STATEMENT OF ASSIGNMENT

NOW, THEREFORE, in consideration of the foregoing recital, which is specifically incorporated herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. **Assignment.** The Subcontract is deemed assigned to the Board.
2. **Payment.** The Board shall pay Assured \$53,542.70 to bring the Subcontract current within fourteen calendar days of execution of this Assumption; and pay the remaining balance of the Subcontract, minus retainage of \$8,276.30, within 30 calendar days of the Board's receipt of Assured's final approved pay application for the balance of the Assured's scope of work; and pay retainage within 30 calendar days thereafter (60 calendar days from the Board's receipt of the final approved pay application). The Board shall be deemed to have approved Assured's pay application if after 7 calendar days from the Board's receipt of the pay application, the Board has failed to communicate in writing with Assured specific reasons as to why the Board is not approving the pay application. The Board's holding of retainage in its general account shall be deemed to comply with the requirement of R.C. 153.63.
3. **Warranties.** All warranties set forth in the Subcontract shall remain for the benefit of the Board.
4. **Cooperation.** To the best of its ability, Assured will fully and without reservation share with the Board all information and records relating to the Subcontract so that claims submitted against LeVeck's surety bond and Project funds can be resolved to the satisfaction of the Parties and any third parties. Assured agrees to give its full cooperation and assistance to the Board and its legal counsel to resolve any disputes related to work performed by Assured under the Subcontract and raised by LeVeck, LeVeck's surety, Allegheny Casualty Company (IFIC), or any other entities.
5. **Completion.** Assured will have all work under the Subcontract completed by August 15, 2019, and all physical onsite work completed by July 30, 2019, conditioned on the Board supplying Assured with the door hardware needed to complete the work by July 22, 2019.
6. **Counterparts.** This Assumption may be executed in counterparts each of which when so executed and delivered will be an original hereof. This Agreement may be executed and delivered by facsimile or via electronic mail.

[REMAINDER OF THIS PAGE LEFT BLANK]

IN WITNESS WHEREOF, this Assumption is executed by an authorized agent of:

Big Walnut Local Schools Board of Education

By: _____

Print Name: _____

Its: _____

Assured Glass Services, LLC

By: _____

Print Name: _____

Its: _____

CERTIFICATE
(Section 5705.41, O.R.C.)

The undersigned, Jeremy Buskirk, Treasurer for the Big Walnut Local Schools Board of Education, hereby certifies in connection with the agreement to which this Certificate is attached that the amount required to meet the obligations under the contract, obligation, or expenditure for the services described in the attached agreement, has been lawfully appropriated for the purpose, and is in the treasury or in process of collection to the credit of an appropriate fund, free from any outstanding obligation or encumbrance.

DATED: _____

Jeremy Buskirk, Treasurer