

**COUNCIL OF THE
VILLAGE OF HIGHLAND HILLS**

ORDINANCE NO. 2025-17

For the April 16, 2025
Council Meeting

Introduced by: Mayor Michael L. Booker
Supported by:

AN ORDINANCE AUTHORIZING THE MAYOR AND PRESIDENT OF COUNCIL TO ENTER AND EXECUTE A CONTRACT WITH DUNRITE EXTERIORS FOR REPLACEMENT OF THE ROOF AT THE VILLAGE FIRE STATION PROPERTY, AND DECLARING AN EMERGENCY.

WHEREAS, the Village Fire Station roof is in need of replacement; and

WHEREAS, The Properties Director has submitted a request for proposals for the Fire Station Roof Replacement project and obtained several bids and after review has determined that a contract should be awarded to Dunrite Exteriors for an amount not to exceed \$37,000.00; and

WHEREAS, this Council desires to approve and authorize the contract to Dunrite Exteriors as the best responsible bidder in an amount not to exceed \$37,000.00 for the public improvement of the Fire Station Roof Replacement project.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF HIGHLAND HILLS, OHIO:

Section 1: Council hereby approves and accepts the bid of Dunrite Exteriors as the best responsible bidder in an amount not to exceed \$37,000.00 for replacement of the Fire Station Roof in accordance with the proposal provided to the Village which is on file with the Clerk.

Section 2: Council hereby authorizes Mayor and Council President to enter and execute a contract with Dunrite Exteriors in substantially the same form and terms as set forth in Exhibit A attached hereto and incorporated herein by reference. That the Mayor is hereby authorized to sign any other related documents regarding the work, subject to the terms and conditions of the contract with Dunrite Exteriors.

Section 3: Council finds and determines that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an orderly meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were conducted in meetings open to the public and in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 4: This Ordinance is declared to be an emergency measure necessary to provide for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the Village of Highland Hills, and for the reason it is necessary to immediately move forward with this project without delay in a timely manner to comply with time constraints imposed on the grant funds from the County, and provided it receives the affirmative vote of two-third (2/3) of all members elected to Council, it shall take effect and be in force from and after the earliest period allowed by law.

Passed in Council this 16th day of April, 2025.

First Reading ☒ Second Reading _____ Third Reading _____

Vote: Pride ☒ yea ___ nay Greene ☒ yea ___ nay Mills ☒ yea ___ nay
McManus ☒ yea ___ nay Wright ☒ yea ___ nay

Cassandra Pride
Cassandra Pride
President of Council

4/16/25
Date

Attest: Margaret Sikon
Margaret Sikon, Clerk of Council

4/16/25
Date

Filed with the Mayor: ☒ _____

4/16/25
Date

Approved By: [Signature]
Michael L. Booker, Mayor

4/16/25
Date

2025-17



DunRite Exteriors featuring K Guard
8601 Freeway Drive ,
Macedonia, OH 44056
Phone: 440-786-9663

Fax: 440-786-9668

Company Representative

Al Sardelle
Phone: (216) 210-1935
alberts@calldunrite.com

03/20/2025
Claim Information

Collin Sullivan
4019 Northfield Road
Highland Hills, OH 44122
(216) 214-6953

Job: Collin Sullivan

ROOF Section

Area of Work:

Protect the home and landscaping as needed.
Provide a building permit to complete the project at the above address.
Remove the existing roofing on the entire home down to the wood decking.
Remove the existing power fan and cap off the wires.
Install GAF Ice and Water Shield along all eaves 6' up onto the roof surface,
along walls, in valley areas and around all penetrations.
Install GAF Tiger Paw Synthetic felt on the remaining exposed roof surfaces.
Install aluminum drip edge along all roof edges.
Color:
Install GAF Intake Pro along all eaves.
Install aluminum valley flashings in the valley areas.
Color:
Install GAF Starters along all roof edges and in the valleys.
Shingle the entire roof with GAF Timberline HD dimensional shingles.
Color:
Install new aluminum flashings along all walls.
Color:
Install GAF Snow Country cap over style ridgevent on all ridges.
Install GAF Snow Country cap over style hip vent on all hips.
Install new roof mounted bath vents in the original locations.
Color:
Install new soil stack flashings.
Color:
Install accessory cap on all ridges.
Color:
Install a custom aluminum flashing on the chimney.
Color:
Clean up all job-related debris at the end of each day and haul away.
Inspect any areas of compromised or rotten sheathing (replace if needed at \$85/sheet unit pricing).

Roof Has a Golden Pledge Warranty
25 Year Labor Warranty Backed By the Manufacturer
50 Year Non-Prorated System Warranty

TERMS OF AGREEMENT:

20% Deposit when the contract is accepted, and the remaining balance will be due upon completion.
PAYMENT DUE UPON COMPLETION. Interest will be charged after five (5) days from the due date at a rate of two percent (2%) per month.
Warranties not valid until payment in full is received by Clog Free Gutters of Ohio.
Any additional work that is to be completed over the above said amount will be at an additional charge of \$55.00 per man hour plus the cost of materials. All additional work will be authorized by the customer before completing.

THE OWNER AND CONTRACTOR AGREE AS FOLLOWS:

1. **COMMENCEMENT & COMPLETION:** Upon signing this Contract, Contractor will schedule a tentative starting date, not earlier than three (3) days of the signing of this Contract, subject to availability of materials and weather permitting. Materials to be delivered and work to be performed shall begin as soon as possible after the tentative starting date, down payment is made, and the necessary permits are issued. The work shall continue until completed, except for any interference by way of strikes, accident, weather, inability to obtain the specified construction materials, or other delays beyond the control of the Contractor. Owner(s) may be present while the work is performed by Contractor. For example: Contracts signed in the Fall may need to be delayed until Spring due to colder temperatures and/or inclement Weather. Contractor cannot specify the exact time work will begin. Owner(s) and Contractor agree that delays may occur which are beyond the control of the Contractor and Contractor is not responsible for losses due to such delays.

2. **WORK & MATERIALS:** Contractor shall furnish all the materials and perform all the work in a workmanlike manner described in this Contract, and in accordance with drawings and specifications, if any. Subject to the provisions on this Contract any alteration or deviation from work described in this Contract or from the drawings and specifications which involve extra charges, will be performed only upon the completion of an "Extra Work Order". The changes set forth in the "Extra Work Order(s)" are in addition to the changes set forth in this Contract. The materials necessary for the work described in the Contract shall become the property of Owner(s) immediately upon delivery to the location by or for the Contractor, and theft, vandalism, or damage to any such materials not actually affixed to the structure, is the responsibility of the Owner(s). Any materials not used to complete the work are the responsibility of the Contractor, who shall remove said materials from Owner(s) location upon completion of the work. Owner(s) acknowledges that work performed on the home may result in interior cracking of drywall and/or other finishes and/or nail-pops for which Contractor is not liable. Owner(s) acknowledge that the contractor is not responsible for any cracking the in the driveway that occurs during or after the project is completed.
3. **Skylights:** Contractor will replace the skylight unit and flashing kit required to incorporate the skylight into the roof system, Contractor is not responsible for any and all interior trim or alterations to accommodate the new skylight to the interior finish. In the event the Owner(s) choses to keep the existing skylight and flashing kit and not replace the skylight and flashing kit with the roof replacement, Contractor is held harmless of any damage to the skylight nor is liable for any leaking that would occur from the skylight or flashing kit.
4. **INSURANCE, BONDS, WORKERS COMPENSATION:** Contractor agrees to provide all bonds that may be required by the municipal or governmental agency with which the construction is located; and further to provide public liability insurance for personal injury or property damage caused by the Contractor. Contractor shall provide workers compensation for his employees. The Owner(s) shall be responsible for any other insurance coverage, included but not limited to theft of materials, vandalism, fire, and all other hazard or catastrophe insurance to cover the construction materials actually affixed to the structure.
5. **LICENSES, PERMITS AND BUILDING LOCATIONS:** Contract may act on behalf of the Owner(s) in making application for and/or obtaining the necessary permit(s) from local municipal or governmental agencies.
6. **BINDING ON SUCCESSORS:** This Contract shall be binding on and insure to the benefit of the parties hereto, their heirs, executors, administrators, successors interest and assigns.
7. **INTEREST CHARGE:** An 18% annual interest charge will be added to the unpaid balance if payment is not made to Contractor within ten (10) days of the work being completed.
8. **EXTRA WORK ORDER(S):** All materials and labor provided pursuant to an "Extra Work Order" shall be due and paid immediately upon completion of the work.
9. **PROMOTIONS:** Contractor wants its customers to be proud of Contractor's workmanship. Owner(s) agree, without charge, to permit Contractor to use the work completed pursuant to this Contract in promotional materials or reference lists, unless this clause is stricken. Owner(s) grant Contractor permission to place a sign in their yard at the location for a minimum of seven (7) days and the maximum of twenty-one (21) days.
10. **PESTS:** The Owner(s) shall be responsible for the removal of excessive bees, wasps, hornets and/or other pests that would pose potential risks to the workers.
11. **PRIOR CONDITION OF PROPERTY:** The Contractor is not responsible for existing defects/conditions of the Owner(s) property which have caused, or may cause, damage to the Owner(s) property. These defects/conditions include, but are not limited to, water and moisture intrusion and poor ventilation, both of which can result in rot, decay and mold in the home. Owner(s) acknowledge that mold may exist and/or develop as a result of many conditions unrelated to any work performed by the Contractor.

GOLDEN PLEDGE WARRANTY

LIMITED WARRANTY: When you install a GAF Roofing System (defined as GAF Lifetime Shingles plus at least 5 Qualifying Accessories), you are automatically eligible for the coverage provided by the GAF Roofing System Limited Warranty – which provides the same great coverage as the GAF Shingle & Accessory Limited Warranty, but adds lifetime coverage on your Qualifying accessory products. You are also eligible for the WindProven Limited Wind Warranty. See GAF Roofing System Limited Warranty for complete coverage and restrictions.

Golden Pledge Warranty is a system warranty for the period of 50 years. The workmanship coverage lasts for 25, or 30 years (depending on the type of shingles you choose to install). See Golden Pledge Limited Warranty for complete coverage and restrictions.

Algae warranty coverage is available in all GAF warranties covering shingles and accessories. All StainGuard Plus™ Pro-labeled shingles carry a 30-year limited warranty and 10-year non prorated period against blue-green algae discoloration. All StainGuard Plus™-labeled shingles, ridge cap shingles and StarterMatch® starter strip shingles carry a 25-year limited warranty and 10-year non-prorated period against algae discoloration caused by blue-green algae. All StainGuard®-labeled shingles carry a 10-year limited warranty and 1-year non-prorated period. There is no coverage for algae discoloration for any other GAF Accessory Products. Your StainGuard Plus™ and StainGuard Plus™ PRO-labeled shingles, ridge cap shingles and starter strips may be eligible for a 15-year non-prorated period if you purchase an enhanced warranty through a GAF certified-contractor. The remedy provided in the event of a claim is the reasonable cost of commercially cleaning your shingles, ridge cap shingles, or StarterMatch® starter strip shingles, or at GAF's sole option, replacing the discolored shingles, ridge cap shingles, or StarterMatch® starter strip shingles. See applicable warranty for complete coverage and restrictions.

Contractor is not and has not provided any additional warranties or representations to the Owner(s) either express or implied, oral or written, other than the warranty set forth in this section. Any materials or equipment bearing a manufacturer's warranty shall be warranted according to the manufacturers' terms and conditions. Contractor does not warrant any materials. The Owner(s) breach of this contract will void the warranty provided herein. The limited warranty set forth herein does not apply to:

- a) Subsequent structural changes or alterations, including, but not limited to, installation of equipment on your roof, or any other modifications.
- b) Application of cleaning solutions, paint or coatings.
- c) Settlement or movement of the building, walls, foundation, or roof deck.
- d) Inadequate roof drainage or attic ventilation.
- e) Damage to the roofing materials resulting from causes beyond normal wear and tear including, but not limited to: acts of God, such as hailstorms or other unusually strong storms, or winds above 50 mph, or the impact of foreign objects or traffic on the roof.
- f) Anything due to manufacturers' defects.
- g) Leaks caused by water back-up behind ice dams which can form on the eaves of the roof.
- h) Damage to roofing materials caused by mechanical ice and snow removal.
- i) Damage caused by any incident not associated with the normal use of the roof.

Owner(s) shall give Contractor prompt written notice of any warranty claim. Prompt notice is defined as within ten days from the date

Owner(s) has knowledge of the defective workmanship performed by Contractor, or of the damage resulting from the defective workmanship

NON-TRANSFERRABLE WARRANTY: The limited warranty set forth herein is not transferrable by Owner(s).

12. ARBITRATION: Any dispute, claim or controversy arising out of or relating to this Contract or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Akron, Ohio, before one or three arbitrator(s). The arbitration shall be administrated by the Better Business Bureau of Akron, Inc. pursuant to the Better Business Bureau Rules of Mediation and/or Arbitration (Binding). Judgement on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

	Qty	Unit
Material		
Other		
Labor		
		\$36,804.57

TOTAL	\$36,804.57
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Company Authorized Signature

Date

Customer Signature

Date

Customer Signature

Date

**AGREEMENT BETWEEN
THE VILLAGE OF HIGHLAND HILLS, OHIO
AND
DUNRITE EXTERIORS, INC**

This agreement is entered into by and between the Village of Highland Hills, Ohio (the "Village"), a political subdivision of the State of Ohio organized under the Constitution and Laws of the State of Ohio, and DunRite Exteriors, Inc., a corporation, with its principal office located at 8601 Freeway Dr., Macedonia, Ohio 44056 (the "Contractor"), for and in consideration of the promises, covenants, and conditions hereinafter set forth.

WHEREAS, the Village is a Chartered political subdivision of the State of Ohio organized under the Constitution and Laws of the State of Ohio, and

WHEREAS, Contractor is engaged in the business of providing the services described in this Agreement, as an independent contractor, has the knowledge, skill, and resources to provide such services, and desires to perform such services for or on behalf of the Village, and

WHEREAS, the Village is willing to retain Contractor to provide such services in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

1. EFFECTIVE DATE, TERM AND TERMINATION.

(a). Effective Date, Term. This Agreement shall be **effective** from and commence on **April __, 2025** or upon execution of both parties, whichever is earlier, and shall continue unless earlier terminated pursuant to Section 1(b).

(b). Termination. This Agreement shall terminate upon the occurrence of one of the following events:

- (i) Failure for any reason by the Contractor to fulfill obligations under this Agreement;
- (ii) By a non-breaching party in the event of a breach of any term of this Agreement by another party (defined as failure by a party to fulfill the work, services, activities, obligations and/or requirements of such party as described in this Agreement and any exhibits hereto), and such other party's failure to cure such breach within thirty (30) days after written notice from the non-breaching party specifying the nature of the breach;
- (iii) Upon (sixty) 60 days written notice by either party for any reason.

(c). If this Agreement is terminated by either party prior to completion, then, within twenty (20) days of the submission of such notice, Contractor shall submit a certified final progress report establishing the percentage of work completed as of the date of cancellation. The Village will

pay the Contractor for the work completed as certified in the final progress report, subject to the provisions of this Agreement.

(d) Upon the expiration or the termination of this Agreement, the obligations of the parties shall cease, except for such obligations that were incurred prior to the effective date of termination or that expressly survive expiration and termination, such as warranty.

2. SCOPE OF WORK.

The scope of work or services (SOW) to be provided is found in Exhibit A, attached hereto and incorporated herein fully by reference. The Contractor shall successfully perform and complete:

1) the work, services, activities, and requirements as described in the scope of the project, Exhibit A.

3. PAYMENT.

The Village and Contractor agree that the total cost of this scope of work described herein shall not exceed \$36,804.57. The Village shall make payments to the Contractor on the following basis:

- a. Village shall pay approximately (20%) twenty percent down after full execution of the contract which amounts to \$7360.00;
- b. Balance of contract to be paid within 30 days after agreed and signed substantial completion except that the Village may retain up to 5% of the full contract price as retainage which shall be paid within 14 days after completion of any final punch list.
- c. Contractor shall be registered as a contractor with the Village of Highland Hills Building Department.
- d. Any additional work that is to be completed over the above said contract amount specified in Par. (a) above will be at an additional charge of \$55.00 per man hour plus the cost of materials. Village shall be notified first of any and all additional work and such work shall be pre-authorized by the customer before commencing and completing.

4. NO ASSIGNMENT, TRANSFER, OR SUBCONTRACT.

In performing the services specified under the terms of this Agreement, the Contractor shall not assign, transfer, delegate any of the work or services, nor subcontract the work out to any other entity, nor shall any subcontractor commence performance of any part of the work or services included in this Agreement without obtaining the prior written consent of the Village.

5. INDEPENDENT CONTRACTOR.

No agency, employment, joint venture or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this agreement. Inasmuch as the Village is interested in the Contractor's end product, the Village does not control the manner in which the Contractor performs this contract. The Village is not liable for the workers' compensation or unemployment compensation payments required by Chapters 4123 and 4141 of the Ohio Revised

Code, respectively. In addition, the Contractor assumes responsibility for all tax liabilities that result from compensation paid to the Contractor by the Village. The Village will report any payment made under this contract to the Internal Revenue Service on Form 1099.

No provision contained in this contract shall be construed as entitling the Contractor to participate in hospital plans, medical plans, sick leave benefits, vacation, and other benefits available to employees of the Village or to become a member of the Public Employees Retirement System (Chapter 145 of the Ohio Revised Code.).

6. INDEMNIFICATION.

The Contractor agrees to indemnify and hold the Village, all of its departments, agents and employees harmless from any and all liabilities, obligations, claims, costs and expenses caused by or resulting from the Contractor's performance or nonperformance of the obligations or activities contemplated by this Agreement.

The Contractor shall reimburse the Village, all of its departments, agents and employees for any judgments or liens which may be obtained against the Village, all of its departments, agents and employees resulting from the Contractor's performance or nonperformance of the obligations or activities contemplated by this Agreement, including judgments or liens for infringements of intellectual property rights of third parties.

The Contractor agrees to defend the Village, all of its departments, agents and employees against any such claims, legal actions, or liens if called upon by the Village to do so. The Contractor acknowledges that this Agreement involves the use of public funds and as such is subject to audit by public agencies granting funds to the Village. The Contractor shall fully indemnify and repay the Village for any reimbursed costs of the Contractor which are subsequently disallowed by the funding public agencies and which must be refunded by the Village to such agencies.

7. INSURANCE.

Contractor will at all times during the Term and for a period of three (3) years after the expiration or termination of this Agreement, at its own cost and expense, carry, maintain, and have in force, covering all matters, claims, and losses associated with this Agreement and the performance of the Services, the minimum insurance and coverage limits set forth in Exhibit B, and Contractor will comply with all other requirements set forth in Exhibit B.

8. UNRESOLVED FINDING FOR RECOVERY.

Ohio Revised Code Section 9.24 prohibits the award of a contract to any party against whom the Auditor of the State has issued a finding for recovery, if the finding for recovery is "unresolved" at the time of the award. By executing this contract, the Contractor warrants that it is not now, and will not become subject to an "unresolved" finding for recovery under the Ohio revised Section 9.24.

9. PROHIBITED AFFILIATIONS; SUSPENSION AND DEBARMENT:

Contractor certifies, represents, and warrants that (a) none of the Contractor Parties is suspended and/or debarred from doing business with state and/or federal government programs and (b) all Contractor Parties have been cleared of debarment from the following websites, prior to executing this contract and/or providing the services described herein to the Village:

- * <http://www.sam.gov/>
- * <http://oig.hhs.gov/fraud/exclusions.asp>

Contractor will check these websites on a monthly basis during the Term with regard to the Contractor Parties. If Contractor is notified of or otherwise becomes aware of a suspension and/or debarment during the Term, Contractor will notify the Village of such suspension and/or debarment as soon as practicable, but in no event later than five (5) days after Contractor becomes aware of such occurrence.

10. COMPLIANCE WITH CONTRACTOR EMPLOYEE WHISTLEBLOWER PROTECTIONS

Congress has enacted Pub. L. 112-239, January 2, 2013 which mandates a pilot program entitled, "Pilot Program for Enhancement of Contractor Employee Whistleblower Protections." Pursuant to this law, the Contractor shall certify that it is in compliance with this law which certification shall verify that the Contractor did require all of its grantees, their subgrantees and subcontractors to:

1. Inform their employees working on any Federal award they are subject to the whistleblower rights and remedies of the pilot program;
2. Inform their employees in writing of employee whistleblower protections under 41 U.S.C. 4712 in the predominant native language of the workforce; and,
3. Contractors and grantees will include such requirements in any agreement made with a subcontractor or subgrantee.

11. NOTICES.

All notices, invoices and correspondence which may be necessary or proper for either party shall be addressed as follows:

TO THE VILLAGE:

Village of Highland Hills

Attention: _____

Director - _____

3700 Northfield Rd., Suite 3

Highland Hills Ohio 44122

FOR THE CONTRACTOR:

Contractor Name: _____

Attention: _____

Address: _____

City _____ state _____ zip code _____

12. EFFECT OF ELECTRONIC SIGNATURE

By entering into this contract, Contractor agrees on behalf of itself, its officers, employees, subcontractors, subgrantees, agents or assigns, that this transaction may be conducted by electronic means by agreeing that all documents requiring signatures by the Contractor and/or the Village may be executed by electronic means, and that the electronic signatures affixed by CCBH and/or the Contractor to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. Contractor also agrees to be bound by the provisions of Chapter 1306 of the Ohio Revised Code as it pertains to electronic transactions.

13. APPLICABLE LAW AND VENUE

Any and all matters of dispute between the Parties to this Agreement whether arising from the Agreement itself or arising from alleged extra contractual facts prior to, during, or subsequent to the Agreement, including without limitation, fraud, misrepresentation, negligence, or any other alleged tort or violation of the contract, will be governed by, construed, and enforced in accordance with the Laws of the State of Ohio, without regard to the conflict of laws or the legal theory upon which such matter is asserted.

14. SEVERABILITY.

If any provision hereof shall be determined to be invalid or unenforceable, such determination shall not affect the validity of the other provisions of this Agreement. Moreover, any provisions that should survive the expiration or termination will survive the expiration or termination of this agreement.

15. AMENDMENT

This Agreement shall not be modified except by the express written consent by both parties hereto.

16. ASSIGNMENT

No part of this Agreement may be assigned, delegated, or subcontracted by any Party to any other person or third party without the prior written approval of the other parties.

17. WAIVER.

Waiver by either party or the failure by either party to claim a breach of any provision of this Agreement shall not be deemed to constitute a waiver or estoppel with respect to any subsequent breach of any provision hereof.

18. FORCE MAJEURE.

Neither party shall be liable for any delay nor failure to perform any duty or obligation it may have pursuant to this Agreement where such delay or failure has been occasioned by any act of God, fire, strike, inevitable accident, war or any cause outside the party's reasonable control.

19. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties shall not have signed the same counterpart.

20. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement of the parties with respect to its subject matter, and supersedes all prior and contemporaneous agreements, representations or understandings, whether written or oral, as to the same.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representative to be effective as of the Effective Date as specified in Section 1 of this agreement.

FOR THE VILLAGE:

Michael L. Booker
Mayor
Date: _____

Approved as to form.
Village of Highland Hills
Law Director

By: _____

Date: _____

Cassandra Pride
Council President
Date: _____

FOR THE CONTRACTOR:

Name
Title
Date: _____

EXHIBIT A

SCOPE OF WORK

Area of Work-

*DunRite Exteriors featuring K Guard
8601 Freeway Drive,
Macedonia, OH 44056
Phone: 440-786-9663*

Fax: 440-786-9668

Company Representative

Al Sardelle

Phone: (216) 210-1935

alberts@calldunrite.com

- *Protect the Fire Station building, existing home nearby and all landscaping as needed.*
- *Provide a building permit to complete the project at the above address. Remove the existing roofing on the entire home down to the wood decking. Remove the existing power fan and cap off the wires.*
- *Install GAF Ice and Water Shield along all eaves 6' up onto the roof surface, along walls, in valley areas and around all penetrations.*
- *Install GAF Tiger Paw Synthetic felt on the remaining exposed roof surfaces. Install aluminum drip edge along all roof edges.*
Color:
- *Install GAF Intake Pro along all eaves.*
- *Install aluminum valley flashings in the valley areas.*
Color:
- *Install GAF Starters along all roof edges and in the valleys.*
- *Shingle the entire roof with GAF Timberline HD dimensional shingles.*
Color:
- *Install new aluminum flashings along all walls.*
Color:
- *Install GAF Snow Country cap over style ridge vent on all ridges. Install GAF Snow Country cap over style hip vent on all hips.*
- *Install new roof mounted bath vents in the original locations.*
Color:
- *Install new soil stack flashings.*
Color:
- *Install accessory cap on all ridges.*
Color:

- *Install a custom aluminum flashing on the chimney.
Color:*
- *Clean up all job-related debris at the end of each day and haul away.*
- *Inspect any areas of compromised or rotten sheathing (replace if needed at \$85/sheet unit pricing).*

WARRANTY:

Roof Has a Golden Pledge Warranty, 25 Year Labor Warranty Backed By the Manufacturer; 50 Year Non- Prorated System Warranty

Warranties not valid until payment in full is received by Contractor.

NON-TRANSFERRABLE WARRANTY: *The limited warranty set forth herein is not transferrable by Owner(s) to any subsequent owner of the property.*

IN ADDITION, THE OWNER AND CONTRACTOR AGREE AS FOLLOWS:

1. COMMENCEMENT & COMPLETION: *Upon signing this Contract, Contractor will schedule a tentative starting date, not earlier than three (3) days of the signing of this Contract, subject to availability of materials and weather permitting. Materials to be delivered and work to be performed shall begin as soon as possible after the tentative starting date, down payment is made, and the necessary permits are issued. The work shall continue until completed, except for any interference by way of strikes, accident, weather, inability to obtain the specified construction materials, or other delays beyond the control of the Contractor. Owner(s) may be present while the work is performed by Contractor. For example: Contracts signed in the Fall may need to be delayed until Spring due to colder temperatures and/or inclement Weather. Contractor cannot specify the exact time work will begin. Owner(s) and Contractor agree that delays may occur which are beyond the control of the Contractor and Contractor is not responsible for losses due to such delays.*

EXHIBIT B INSURANCE REQUIREMENTS

The Contractor shall maintain, at its own expense, throughout the period of the Contract and any extensions thereof, the following minimum insurance coverages of the types and in the amounts described below that are applicable to the scope of work being performed:

1. Workers Compensation and Employer's Liability Insurance. Contractor must carry Workers' Compensation Insurance (including occupational disease) in compliance with Workers' Compensation statutes of any applicable jurisdiction in which the Work is to be performed. For the attainment of Workers Compensation in monopolistic states, including Ohio, coverage must be secured through the state fund. If Contractor is a qualified self-insurer in compliance with the laws of the state, this is also acceptable. A certificate of compliance from the appropriate workers' compensation bureau or Village must be provided with the certificate of insurance.

2. Commercial General Liability Insurance. Contractor must carry Commercial General Liability Insurance written on ISO form CG 00 01 10 01 (or its equivalent) with limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability coverage shall be maintained for at least two years after completion of Contractor's work performed under this contract.

3. ~~Commercial Auto Liability Insurance.~~ ~~Contractor shall carry Commercial Automobile Liability Insurance covering all owned, leased and non-owned vehicles used in connection with the work to be performed under this contract, if any, with limits of not less than \$1,000,000 combined single limit per accident for bodily injury and property damage.~~ WAIVED BY VILLAGE.

4. Requirements common to all policies.

a. Contractor shall be solely responsible for reimbursing any deductible amount to the insurer, even if payment is being made on behalf of VILLAGE as an additional insured on Contractor's policy. Any deductibles or self-insured retentions in excess of \$10,000 must be disclosed and approved in writing by VILLAGE.

b. Contractor waives all rights of recovery it may otherwise have against VILLAGE (including its directors, officers, affiliates and employees) to the extent these damages are covered by any of Contractor's insurance policies as required in this contract.

c. All insurance required hereunder shall be placed with insurers that have a minimum A.M. Best's rating of A-/VIII and shall be insurers authorized to do business in the state of Ohio.

d. A certificate(s) of insurance showing that Contractor's insurance coverage is in compliance with the insurance requirements set forth below must be completed by the Contractor's insurance agent, broker, or insurance company, and provided to VILLAGE. All

certificates (other than Ohio workers' compensation) shall provide for thirty (30) days written notice to VILLAGE prior to cancellation or non-renewal of any insurance referred to therein. The certificate shall reference VILLAGE's status as an additional insured under both the General Liability and Auto policies.

e. Failure of VILLAGE to request certificate(s) or other evidence of full compliance with these insurance requirements (or failure of VILLAGE to identify and/or object to a deficiency in the certificate(s) that is/are provided by Contractor) shall not be construed as a waiver of Contractor's obligations to maintain such insurance. VILLAGE shall have the right, but not the obligation, to prohibit Contractor from beginning performance under this contract until such certificates or other evidence that insurance has been placed in complete compliance with the above insurance requirements is received and approved by VILLAGE. Contractor shall provide certified copies of all insurance policies required above within ten (10) days of Contractor request from VILLAGE.

f. By requiring insurance herein, VILLAGE does not represent that coverage and limits will necessarily be adequate to protect Contractor, and such coverage limits shall not be deemed as a limitation on Contractor's liability for services provided to or on behalf of VILLAGE.