

**Resolution 2022-036**  
**Repair Roof at Station 192 and Station 193**  
**by Summit Building and Roofing**

The Board of Trustees of Franklin Township, Franklin County, Ohio met in person in a regular session at 6:00 p.m. on February 24, 2022, and the following resolution was adopted:

***BE IT RESOLVED*** by the Board of Trustees of Franklin Township, Franklin County, Ohio, that the Board approves Summit Building and Roofing to repair the existing roof at Station 192 (4100 Sullivant Avenue) and Station 193 (shingles only – barrel roof will be completed at a later time) at 2193 Frank Road as presented in the attached estimate. **See Exhibit A and B.** Expenditure will be paid out of Account Code 2191-760-720-0000.

**Adopted on: February 24, 2022**

\_\_\_\_\_  
Jim Leezer, 2022 Chairman

\_\_\_\_\_  
Ralph Horn, 2022 Vice-Chair

\_\_\_\_\_  
John Fleshman, Trustee

*Attested to on this 24<sup>th</sup> day of February 2022:*

\_\_\_\_\_  
Fiscal Officer Nick Dunn/  
Assistant Fiscal Officer, Robyn Watkins



**ESTIMATE**

**Exhibit A**

Summit Building & Roofing Co.  
2012 Zettler Rd  
Columbus, OH 43232  
(614) 878-6648

**Sales Representative**  
Josh O'Brien  
(614) 571-5758  
jobrien.summitbuilding@gmail.com



**Jim Stevens**  
(614) 348-3208  
jstevens@franklin-township.com  
Job #2890 - roof- Stevens- 4100 Sullivant Ave  
4100 Sullivant Ave  
Columbus, OH 43223

Estimate #	5930
Date	2/15/2022

**Insurance Information (if applicable)**  
Company:  
Claim #

Item	Description	Amount
GAF HDZ Dimensional Shingles	REMOVE EXISTING SHINGLES TO WOOD DECKING PREP & RENAIL ALL LOOSE DECKING TO PROVIDE SMOOTH SUBSTRATE FOR SHINGLE INSTALLATION INSTALL ICE/WATER SHIELD IN VALLEYS, and ALONG EAVES INSTALL SYNTHETIC FELT UNDERLAYMENT INSTALL STARTER ROW AROUND ENTIRE PERIMETER OF ROOF AND VALLEYS INSTALL PREFINISHED DRIP EDGE ON RAKES AND EAVES CUT AND INSTALL 10 HAT VENTS INSTALL NEW SOIL STACK FLASHING KITS PAINT ALL VENT STACKS & FLASHINGS STEPFLASH AS NEEDED CLEAN AND RENAIL GUTTERS WHERE NECESSARY CLEAN AND HAUL AWAY ALL JOB RELATED DEBRIS MAGNET AROUND WORK AREA COLOR OF SHINGLE:	\$9,815.00
<b>WARRANTY</b>	<b>ROOF COMES INSTALLED WITH A GAF MANUFACTURE CERTIFIED WARRANTY AND A 10 YEAR LABOR WARRANTY</b>	<b>\$0.00</b>



## TERMS OF AGREEMENT

This estimate and any other financial agreement made pursuant there-to are between Summit Building & Roofing Co. hereafter referred to as "Summit" and the "Customer" who is named above on this document. This document is subject to all appropriate laws, regulations, and ordinances within the state of Ohio.

Please review the following important information. Your signature on this estimate states you have read & agreed to the following:

1. All estimates/contracts & verbal agreements are subject to approval by Summit with exception. The Customer executing this contract must obtain approval from a Summit Representative.
2. This document, once approved & signed by the Customer, will become a valid contract & legal financial agreement. Once signed, this agreement cannot be deleted, altered, or modified unless a new agreement/contract is created, approved, and signed by both the Customer and a Summit representative.
3. In the case that an estimate/contract needs to be updated or changed after signature has been obtained, a new estimate/contract can be created, and the existing agreement can be made null & void upon approval by both the Customer and Summit.
4. In the event that there is expected or unexpected damages found to the structure or property (i.e. decking, framing, and the like) while work is being performed by Summit that requires additional labor and materials, Summit will communicate with the Customer and provide an updated estimate indicating any and all changes and additional work to be performed. These changes will require an updated financial agreement, and will require approval by signature of the Customer.
5. Summit is obligated and required to perform work in accordance with all Building & Zoning Codes established by the State of Ohio. Documentation can be provided to indicate requirements of the state.
6. In the event there are unexpected cost increases due to economic changes or inflation, this agreement can and will be modified and adjusted to account for price increases of labor, materials and cost of doing business.
7. Once the work agreement is fulfilled, and all work is completed to the Customer's satisfaction, this document will be converted into the final Invoice and used for collection of final payment. The final invoice can/will be modified to adjust for additional costs accrued during the project, per the agreement between Summit & the Customer (example: decking, framing, etc.)
8. Summit will have no responsibility for damages from rain, fire, tornado, windstorm, or other perils normally covered by homeowners insurance or business risk insurance.
9. Summit will not be liable for failure of performances due to labor controversies, strikes, fires, weather, inability to obtain materials from usual sources, or any other circumstances beyond our control.
10. Summit will not be responsible for any damage on or below the roof due to leaks by excessive wind-driven rain, ice-damming, or hail during the period of the warranty (excessive wind is 65 MPH).
11. Summit is not responsible for any interior damages within the building/structure caused during the work being performed, such as nail-pops in ceiling; dislodged items such as pictures, wall ornaments, or other valuable items from walls, ceiling, furniture, etc.; debris falling from ceiling or open roofs in garages, attics, etc.
12. This contract cannot be cancelled once work has commenced except by mutual written agreement by both parties.
13. If this contract is cancelled by the customer later than 3 days from the execution, the Customer shall pay the Company 25% of the contracted price as liquid damages and Summit agrees to accept such as reasonable and just compensation for said cancellation. The customer will be responsible in full for non-returnable or special order materials.
14. If any provision of this contract would be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of the contract shall not be affected thereby.
15. Any representations, statements or other communications not written on this contract are agreed to be immaterial and not relied on by the either party, and do not survive the executions of this contract.
16. The maximum liability for Summit shall be the original cost of labor and materials for the repair, which the Customer agrees, shall be a liquidated sum, under any event of default of Summit herein.
17. Labor/Install & Warranty provided by Summit must be specified above at the point of sale.
18. Product Warranties are provided by the Manufacturer and must be discussed, and agreed upon between Summit and the Customer.
19. Payments Requirements are as follows:
  - o Upon approval/signing of this estimate, a 50% downpayment will be required, unless otherwise specified by the Summit Representative. Work will not begin until downpayment is provided.
  - o Remaining balance must be paid in full within 30 days from the date the Invoice is provided to homeowner.
  - o In the case that additional costs accrue, payment agreements may be arranged between Summit and the Customer.
20. Payments can be made via the following methods:
  - o Check by mail: make checks payable to "Summit Building & Roofing Co."; Mail to 2012 Zettler Rd. Columbus, OH 43232
  - o Electronic Bank Check: same instructions above
  - o ACH and Credit Card: click **Make A Payment** button that will appear on the final invoice. You will be prompted to enter your CC information. There will be a **Bank Fee** (approx 3.5% of the balance due) assessed to the transaction.
21. If payment in full is not collected within the agreed upon time and Summit is unable to make contact with the Customer, this account will be submitted to Collections. In the event your account is submitted to Collections, the Customer will be held responsible for any additional fees acquired. This not only pertains to the fees accrued through the the Collections Agency, but also any and all legal fees acquired in the course of collections.

### INSURANCE

- The Customer acknowledges Summit as the assigned General Contractor, thereby, allowing Summit to receive insurance standards of 10% overhead and 10% profit where applicable
- Work will be completed per the scope of work provided by the Insurance Company. The price negotiated with the insurance company shall be the final contracted price.
- The Customer authorizes Summit to obtain material and labor in accordance with the contract price and with the specifications set out herein and on the reversed side of this agreement.
- Any and all monies received from the insurance company for the repair and/or replacement of the damaged property, overhead & profit, and price increases should be paid to Summit. This includes supplements/allotments in addition to the contracted price.



**ESTIMATE**

**Exhibit B**

Summit Building & Roofing Co.  
2012 Zettler Rd  
Columbus, OH 43232  
(614) 878-6648

**Sales Representative**  
Josh O'Brien  
(614) 571-5758  
jobrien.summitbuilding@gmail.com



**Jim Stevens**  
(614) 348-3208  
jstevens@franklin-township.com  
Job #2889 - roof- Stevens- 2193 Frank Rd  
2193 Frank Rd  
Columbus, OH 43223

Estimate #	5928
Date	2/15/2022

**Insurance Information (if applicable)**  
**Company:**  
**Claim #**

Item	Description	Amount
GAF HDZ Dimensional Shingles	REMOVE EXISTING SHINGLES and WOOD DECKING INSTALL NEW 7/16 OSB DECKING TO EXISTING FRAMING INSTALL ICE/WATER SHIELD ON ENTIRE BACK DECKING INSTALL STARTER ROW INSTALL PREFINISHED DRIP EDGE ON RAKES AND EAVES CUT AND INSTALL 10 HAT VENTS INSTALL NEW SOIL STACK FLASHING KITS PAINT ALL VENT STACKS & FLASHINGS STEPFLASH AS NEEDED CLEAN AND RENAIL GUTTERS WHERE NECESSARY CLEAN AND HAUL AWAY ALL JOB RELATED DEBRIS MAGNET AROUND WORK AREA COLOR OF SHINGLE:	\$7,210.00
<b>WARRANTY</b>	<b>ROOF COMES INSTALLED WITH A GAF MANUFACTURE CERTIFIED WARRANTY AND 10 YEAR LABOR WARRANTY.</b>	<b>\$0.00</b>



## TERMS OF AGREEMENT

This estimate and any other financial agreement made pursuant there-to are between Summit Building & Roofing Co. hereafter referred to as "Summit" and the "Customer" who is named above on this document. This document is subject to all appropriate laws, regulations, and ordinances within the state of Ohio.

Please review the following important information. Your signature on this estimate states you have read & agreed to the following:

1. All estimates/contracts & verbal agreements are subject to approval by Summit with exception. The Customer executing this contract must obtain approval from a Summit Representative.
2. This document, once approved & signed by the Customer, will become a valid contract & legal financial agreement. Once signed, this agreement cannot be deleted, altered, or modified unless a new agreement/contract is created, approved, and signed by both the Customer and a Summit representative.
3. In the case that an estimate/contract needs to be updated or changed after signature has been obtained, a new estimate/contract can be created, and the existing agreement can be made null & void upon approval by both the Customer and Summit.
4. In the event that there is expected or unexpected damages found to the structure or property (i.e. decking, framing, and the like) while work is being performed by Summit that requires additional labor and materials, Summit will communicate with the Customer and provide an updated estimate indicating any and all changes and additional work to be performed. These changes will require an updated financial agreement, and will require approval by signature of the Customer.
5. Summit is obligated and required to perform work in accordance with all Building & Zoning Codes established by the State of Ohio. Documentation can be provided to indicate requirements of the state.
6. In the event there are unexpected cost increases due to economic changes or inflation, this agreement can and will be modified and adjusted to account for price increases of labor, materials and cost of doing business.
7. Once the work agreement is fulfilled, and all work is completed to the Customer's satisfaction, this document will be converted into the final Invoice and used for collection of final payment. The final invoice can/will be modified to adjust for additional costs accrued during the project, per the agreement between Summit & the Customer (example: decking, framing, etc.)
8. Summit will have no responsibility for damages from rain, fire, tornado, windstorm, or other perils normally covered by homeowners insurance or business risk insurance.
9. Summit will not be liable for failure of performances due to labor controversies, strikes, fires, weather, inability to obtain materials from usual sources, or any other circumstances beyond our control.
10. Summit will not be responsible for any damage on or below the roof due to leaks by excessive wind-driven rain, ice-damming, or hail during the period of the warranty (excessive wind is 65 MPH).
11. Summit is not responsible for any interior damages within the building/structure caused during the work being performed, such as nail-pops in ceiling; dislodged items such as pictures, wall ornaments, or other valuable items from walls, ceiling, furniture, etc.; debris falling from ceiling or open roofs in garages, attics, etc.
12. This contract cannot be cancelled once work has commenced except by mutual written agreement by both parties.
13. If this contract is cancelled by the customer later than 3 days from the execution, the Customer shall pay the Company 25% of the contracted price as liquid damages and Summit agrees to accept such as reasonable and just compensation for said cancellation. The customer will be responsible in full for non-returnable or special order materials.
14. If any provision of this contract would be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of the contract shall not be affected thereby.
15. Any representations, statements or other communications not written on this contract are agreed to be immaterial and not relied on by the either party, and do not survive the executions of this contract.
16. The maximum liability for Summit shall be the original cost of labor and materials for the repair, which the Customer agrees, shall be a liquidated sum, under any event of default of Summit herein.
17. Labor/Install & Warranty provided by Summit must be specified above at the point of sale.
18. Product Warranties are provided by the Manufacturer and must be discussed, and agreed upon between Summit and the Customer.
19. Payments Requirements are as follows:
  - o Upon approval/signing of this estimate, a 50% downpayment will be required, unless otherwise specified by the Summit Representative. Work will not begin until downpayment is provided.
  - o Remaining balance must be paid in full within 30 days from the date the Invoice is provided to homeowner.
  - o In the case that additional costs accrue, payment agreements may be arranged between Summit and the Customer.
20. Payments can be made via the following methods:
  - o Check by mail: make checks payable to "Summit Building & Roofing Co."; Mail to 2012 Zettler Rd. Columbus, OH 43232
  - o Electronic Bank Check: same instructions above
  - o ACH and Credit Card: click **Make A Payment** button that will appear on the final invoice. You will be prompted to enter your CC information. There will be a **Bank Fee** (approx 3.5% of the balance due) assessed to the transaction.
21. If payment in full is not collected within the agreed upon time and Summit is unable to make contact with the Customer, this account will be submitted to Collections. In the event your account is submitted to Collections, the Customer will be held responsible for any additional fees acquired. This not only pertains to the fees accrued through the the Collections Agency, but also any and all legal fees acquired in the course of collections.

### INSURANCE

- The Customer acknowledges Summit as the assigned General Contractor, thereby, allowing Summit to receive insurance standards of 10% overhead and 10% profit where applicable
- Work will be completed per the scope of work provided by the Insurance Company. The price negotiated with the insurance company shall be the final contracted price.
- The Customer authorizes Summit to obtain material and labor in accordance with the contract price and with the specifications set out herein and on the reversed side of this agreement.
- Any and all monies received from the insurance company for the repair and/or replacement of the damaged property, overhead & profit, and price increases should be paid to Summit. This includes supplements/allotments in addition to the contracted price.