



13500 Pearl Road, Suite 139-338 • Strongsville, Ohio 44136

**PROPOSAL**

Garage Enhancement Proposal For:

Russell Police Dept.  
14820 Chillicothe Rd.  
Novelty, OH 44072

Date: July 6, 2018

Design Option:
001

Description of Services	Notes	Your Price
<b>HYBRID POLYMER FLOOR COATING</b>	(Reg Price) \$8,021.00	\$7,058.48
<ul style="list-style-type: none"> <li>• Color: Not Selected sq ft: 1,234</li> <li>• Hybrid Polymer DecoFlake Floor Coating</li> <li>• Highest Quality UV stable Polyaspartic Polyurea Clear</li> <li>• Environmentally "green" with low VOC's and odor</li> <li>• Mechanical diamond abrasive surface preparation</li> <li>• Concrete restoration prior to applying coatings</li> <li>• Aluminum Oxide broadcast for added slip resistance</li> <li>• Ten Year Warranty against delamination or peeling</li> </ul>		12% Discount (Over 1,200 sq ft Discount)
		\$0.00
<b>ADDITIONAL INFORMATION &amp; OPTIONS</b>		\$0.00
Mechanical Grinding & Standard Concrete Preparation - Included in Total Coat 5 inch concrete stem wall same as floor - Included		
<b>SUB TOTAL</b>		<b>\$7,058.48</b>
(No Tax)		<b>TAX \$0.00</b>
<b>TOTAL</b>		<b>\$7,058.48</b>
<b>TOTAL PRICE</b>		<b>\$7,058.48</b>

Estimate Valid for 60 Days - 50% Initial Investment Due with Signed Contract

Make checks payable to Ohio Garage Interiors and mail to: 13500 Pearl Road, Suite 139-338, Strongsville, Ohio 44136  
#N/A



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Strongsville, Ohio 44136

# CONTACT

INSTALL DATE:

Garage Enhancement Contract For:  
Russell Police Dept.  
14820 Chillicothe Rd.  
Novelty, OH 44072

Date:	July 6, 2018
Design Option:	001
Floor Coating Color:	Not Selected
Cabinet Color:	

I / We, the Buyer agree to pay Ohio Garage Interiors the total of: \$7,058.48

*No Deposit Required - R. Scott Schuck*

Make checks payable to Ohio Garage Interiors and mail to: 13500 Pearl Rd., Suite 139-338 Strongsville, OH 44136

To assure prompt installation without incurring additional charges, the following is the responsibility of the Buyer:

- Floor coating Buyers must remove all objects from the garage prior to the crew's arrival.
- Cabinetry system Buyers must provide a minimum of 8ft clearance for installation areas.
- If areas are not clear for installation, buyer is subject to a \$65.00 per hour charge for installation crew to clear area
- Buyers must notify security personnel of Ohio Garage Interior's need to gain access to the residence for install
- For their own protection, children, pets, and other subcontractors must keep away from work area
- Maintenance crews must be notified of work being performed.
- Ohio Garage Interiors is not responsible for damage to installations caused by outside contractors or acts of God.

Sign In Acknowledgement of Buyer Responsibilities X \_\_\_\_\_ Date \_\_\_\_\_

The Buyer without invalidating this contract may order extra work, or make changes by altering or adding to the work covered in this contract. Any changes shall be made in writing, and must be acknowledged as received from the Buyer, a minimum of 5 working days prior to installation. The amendment will state the details of the change to the contract and will be signed by both parties. The contract price will be adjusted accordingly and the additional deposit due will be paid by Buyer before work commences. Contractor will not be liable for delays in installation due to changes made to the contract.

Ohio Garage Interiors requires Buyer to give 72 hours notice when rescheduling an installation. A trip charge of \$100.00 will be applied to the balance due if contractor arrives at Buyers residence and is unable to perform an installation due to an unprepared or inaccessible residence. Ohio Garage Interiors will retain 25% of the deposit amount should Buyer cancel a cabinetry installation with less than 72 hours notice.

A \$35.00 service charge will be added to all returned checks. Future payments must be in the form of a cashiers check or money order. Buyer will be financially responsible for all debts incurred in the collection of outstanding balances.

This contract constitutes the entire understanding of the parties, and no other understandings, warranties, collateral, or otherwise, shall be binding unless in writing and signed by both parties. Further this contract shall become binding and effective as of the date when (A) it has been accepted by the contractor at its office, or (B) the performance has been commenced by Ohio Garage Interiors.

Buyers Right To Cancel - If this agreement was settled at your residence and you do not want the goods or services, you must cancel this agreement by mailing a notice to Ohio Garage Interiors. The notice must say that you do not want the goods or services and must be mailed before midnight of the third business day after you've signed this agreement.

Buyers of floor coating systems should be aware that some individuals are sensitive to the odor of the materials used in the coating process

By signing this contract, the Buyer acknowledges that they having read this contract and it's specifications, and acknowledge that they understand and agree to all the terms and conditions herein, on the day and year written above.

Buyer Signature X \_\_\_\_\_ Date \_\_\_\_\_

## AGREEMENT

THIS AGREEMENT, made as of this 15<sup>th</sup> day of AUGUST 2018, by and between the Russell Township Board of Trustees, P.O. Box 522, Novelty, Ohio 44072, Ohio, hereinafter called the "Township", and Ohio Garage Interiors, 13500 Pearl Road, Ste 139-338, Strongsville, OH 44136, hereinafter called the "Contractor".

THIS AGREEMENT shall not become a contract binding upon the parties concerned until the parties have properly signed this Agreement.

In consideration of the mutual covenants herein contained, the parties agree as follows:

WITNESSETH:

That for and in consideration of the payment and agreements hereinafter mentioned to be made and performed by the Township, the Contractor hereby agrees to faithfully perform all things to be done under this Agreement. The Contractor agrees to perform Hybrid Polymer Floor Coating services at the Russell Police Department, 14820 Chillicothe Road, Novelty, OH 44072 as further described in the Contractor's Proposal attached hereto, hereinafter referred to as the "Project." At the Contractor's own proper cost and expense, the Contractor shall furnish all materials, labor, equipment, personnel and other services necessary to complete the Project.

The Contractor shall receive payment in the amount of Seven Thousand and Fifty Eight Dollars and Forty Eight Cents (\$ 7,058.48) for all services rendered under this Agreement. Contractor shall provide an invoice to the Township upon completion of the work. Township shall not be required to provide Contractor with a deposit.

WITNESSETH:

The Contractor covenants and agrees that this Agreement shall consist of this document together with the following additional documents which shall be incorporated herein:

- a. general liability insurance certificate
- b. worker's compensation certificate
- c. certificate of unresolved findings from the Auditor of State's Office.

### I. INDEMNIFICATION AND LIABILITY INSURANCE

A. The Contractor shall defend, indemnify, and save harmless the Township and its officers, agents and employees from all claims, demands, payments, suits, actions, recoveries, and judgments of every description, whether or not founded in law, brought or recovered against them, to include reimbursement of any fees or costs of any kind, including attorneys' fees, incurred by the Township and in the defense of any claims against the Township arising directly, indirectly or in any way from the conduct of the Contractor pursuant to the terms of this

Agreement, by reason of any negligent or other act or omission of the Contractor, its agents, employees, subcontractors or anyone else in the execution of this Agreement.

B. The Contractor shall, at its own expense at all times during the performance hereunder, maintain comprehensive general liability insurance insuring the Township against the indemnification obligations undertaken in paragraph A of Section I. The comprehensive general liability insurance policy shall name the Township as an additional insured and have a thirty (30) day cancellation clause, and shall in addition to the above protect the Township from claims which may arise out of or result from the Contractor's operations under the Agreement, whether such operation is by the Contractor, any of its employees, agents, servants, contractor or anyone else, and shall have limits of not less than One Million Dollars (\$1,000,000) for any one incident involving one or more persons, including property insurance in an amount not less than One Million Dollars (\$ 1,000,000.00) and shall be primary with respect to the Contractor's general liability, notwithstanding any other insurance covering the Township. Said insurance shall be written by an insurance company licensed to carry on business and write policies of casualty in the United States. The Contractor shall submit proof of the required insurance with the Township as a condition precedent to providing services.

## **II. WORKER'S COMPENSATION**

The Contractor shall at all times during the life of this Agreement, subscribe to and comply with the worker's compensation laws of the State of Ohio and pay such premiums as may be required thereunder and save the Township harmless from any and all liability arising from, out of, or under said Act. The Contractor shall furnish at the time of delivery of this Agreement, a copy of the official certificate or receipt showing the payment hereinbefore referred to.

### **III. COMPLIANCE WITH LOCAL LAW**

The Contractor shall perform all services in conformance with applicable state and local law requirements.

### **IV. PROTECTION OF PROPERTY**

#### **A. Safety Precautions and Programs**

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions in connection with the performance of their duties.

#### **B. Safety Persons and Property**

The Contractor shall take all reasonable precautions for protection and prevention of damage, injury or loss to:

1. Any persons who may enter the Project site and any Township property at the site.
2. Other property adjacent to the Project site, including, but not limited to, equipment, vehicles and utilities; and
3. The Contractor will maintain all continuous walkways and roadways free of debris or any condition, which may be considered unsafe or inconvenient.

#### **V. DISPUTES**

A. The parties agree that the law of the State of Ohio shall control with regard to any and all contractual disputes that may arise and that any and all litigation undertaken or arising under this Agreement shall be presented in a court of competent jurisdiction of Geauga County, Ohio.

B. The parties agree that this and the documents referred to herein are the sole and exclusive agreements of the parties and that any necessary modification(s) be reduced to writing and executed in a like manner.

C. If any covenant or provision of this Agreement, the application thereof to any person, firm or corporation or to any circumstance, shall to any extent be invalid or unenforceable, the remainder of this Agreement, or application of such covenant or provision to persons, firms or corporations or to circumstances other than those to which it is invalid or unenforceable, shall not be effected thereby.

#### **VI. ASSIGNMENT OF CONTRACT**

The Contractor shall not assign this Agreement without the prior written consent of the Township.

#### **VII. TERMINATION**

This Agreement may be terminated by the Township at any time for any reason or no reason.

#### **VIII. INTEREST OF OFFICERS, EMPLOYEES**

No member, officer, or employee of the Township or its designees or agents, or member of the governing body of the locality in which the Project is situated, or any other public officials of such locality or localities who exercise any functions or responsibilities with respect to the Project during his/her tenure, shall have any interest, direct or indirect, in any contract or

subcontract, or the proceeds thereof, for which work is to be performed in connection with the Project under the Agreement.

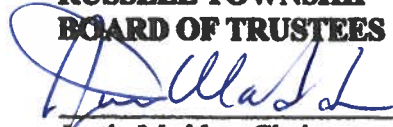
**IX. DISCRIMINATION**

The Contractor in the hiring of employees for the performance of work under this Agreement or any sub agreement shall not by reason of race, color, religion, sex, age, handicap, national origin, or ancestry, discriminate against any citizen of this state in the employment of a person qualified and available to perform the services to which the agreement relates.

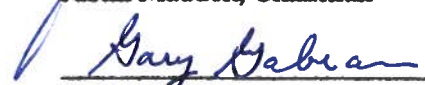
The Contractor or any person acting on behalf of the Contractor shall not in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this agreement on account of race, color, religion, sex, age, handicap, national origin, or ancestry.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above-written.

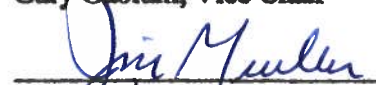
**RUSSELL TOWNSHIP  
BOARD OF TRUSTEES**



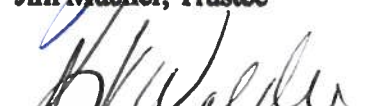
Justin Madden, Chairman



Gary Gabram, Vice Chair

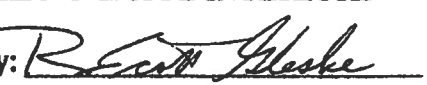


Jim Mueller, Trustee



Karen Walder, Fiscal Officer

**OHIO GARAGE INTERIORS**

By: 

Print Name: Scott Gleske

Title: Treasurer

**APPROVED AS TO FORM:**

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**Assistant Prosecuting Attorney**





Dave Yost  
Ohio Auditor of State

Office of Auditor of State  
88 East Broad Street  
Post Office Box 1140  
Columbus, OH 43216-1140

Auditor of State - Unresolved Findings for Recovery Certified Search

(614) 466-4514  
(800) 282-0370

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: ,  
Organization: **ohio garage interiors**  
Date: **8/15/2018 12:12:31 PM**

This search produced the following list of 7 possible matches:

Name/Organization	Address
Mohiuddin, Leah	1665 Saffron Drive
Northern Ohio Rural Water Board Members,	
Ohio Plan Risk Management	811 Madison Ave, 11th Floor
Ohio Works First Program, Prevention, Retention and Contingency,	
Secor Gardens Academy c/o North Central Ohio Educational Service Center,	928 West Market Street, Suite A
Somali Bantu (Youth Community of Ohio),	3823 Sullivant Avenue
The Ohio Casualty Insurance Company,	9450 Seward Road

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.