

Contract for Services

1. Names

This agreement is between Town of Pomfret / Town Clerks Office (Client) and Douglas G. Hayward, a Vermont limited liability company (Contractor).

2. Services to be Performed

Contractor agrees to perform the following services for Client:

See Attached Description.

3. Time for Performance

Contractor will complete the performance of these services on or before September 22, 2017.

4. Payment

Client will pay Contractor as follows: \$37,000.

5. Terms of Payment

Contractor shall be paid according to the Schedule of Payments set forth in Attachment 1 attached to and made part of this Agreement. Contractor will submit invoices as described to Client for all services performed. Client shall pay Contractor within 2 days from the date of Contractor's invoice.

6. Equipment and Supplies

Contractor, at Contractor's expense, will provide all equipment, tools and supplies necessary to perform the contractual services.

7. Expenses

Contractor will be responsible for all expenses required for the performance of the contractual services.

8. Terminating the Agreement

This agreement will become effective when signed by both parties and will terminate on the earlier of the date Contractor completes the services required by this Agreement or the date a party terminates the Agreement as provided below.

With reasonable cause, either party may terminate this Agreement effective immediately

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by giving written notice of termination for cause. Reasonable cause includes:

- a material violation of this Agreement, or
- Client's failure to pay Contractor's fees as provided in this agreement, where Contractor has demanded payment, in writing, and has not received payment at least 20 days after the date that such demand was sent to Client.

Contractor shall be entitled to full payment for services performed prior to the date this Agreement is terminated.

9. Independent Contractor Status

The parties intend Contractor to be an independent contractor in the performance of the services. Contractor and Client agree to the following rights consistent with an independent contractor relationship.

- Contractor will have the right to control and determine the methods and means of performing the contractual services.
- Contractor has the right to perform services for others during the term of this Agreement.
- Contractor has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Agreement.
- Client shall not require Contractor or Contractor's employees or subcontractors to devote full time to performing the services required by this Agreement.
- Neither Contractor nor Contractor's employees or subcontractors are eligible to participate in any employee pension, health, vacation pay, sick pay or other fringe benefit plan of Client.

10. State and Federal Taxes

Client will not:

- (a) withhold Social Security and Medicare taxes from Contractor's payments or make such tax payments on Contractor's behalf, or
- (b) withhold state or federal income tax from Contractor's payments or make state or federal unemployment contributions on Contractor's behalf.

Contractor will pay all applicable taxes related to the performance of services under this contract. This includes income, Social Security, Medicare and self-employment taxes. Contractor will also pay any unemployment contributions related to the performance of services under this contract.

If Contractor is required to pay any federal, state or local sales, use, property or value added taxes based on the services provided under this Agreement, the taxes shall be

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separately billed to Client. Client shall be responsible for paying any interest or penalties incurred due to late payment or nonpayment of any taxes by Client.

11. Disputes

If a dispute arises, either party may take the matter to court.

12. No Partnership

This Agreement does not create a partnership relationship. Neither party has authority to enter into contracts on the other's behalf.

13. Additional Agreements

Client and Contractor additionally agree that:

There will be no work performed outside of the described work. Any additional work will have an additional cost. The decking will be applied over existing decking and no rafters or structural beams will be repaired or replaced under contract.

The client will provide power and water during construction. The client will also provide a rest room for workers.

14. Entire Agreement

This is the entire agreement between the parties. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings.

15. Successors and Assignees

This agreement binds and benefits the heirs, successors and assignees of the parties.

16. Notices

All notices must be in writing. A notice may be delivered to a party at the address that follows a party's signature or to a new address that a party designates in writing. A notice may be delivered:

- in person
- by certified mail, or
- by overnight courier.

17. Governing Law

This agreement will be governed by and construed in accordance with the laws of the state of Vermont.

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18. Counterparts

This agreement may be signed by the parties in different counterparts and the signature pages combined will create a document binding on all parties.

19. Modification

This agreement may be modified only by a written agreement signed by the parties.

20. Waiver

If one party waives any term or provision of this agreement at any time, that waiver will be effective only for the specific instance and specific purpose for which the waiver was given. If either party fails to exercise or delays exercising any of its rights or remedies under this agreement, that party retains the right to enforce that term or provision at a later time.

21. Severability

If any court determines that any provision of this agreement is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this agreement invalid or unenforceable and such provision shall be modified, amended or limited only to the extent necessary to render it valid and enforceable.

CLIENT

Dated: _____

By: _____
Town of Pomfret / Town Clerks Office
5188 Rt 12
Pomfret, Vermont 05091

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CONTRACTOR

Douglas G. Hayward,
a Vermont limited liability company
79 Densmore rd.
Chelsea, Vermont 05038
Taxpayer ID: ssn# 008-68-3573

Dated: _____

By: _____
Douglas Hayward
contractor

Attachment 1
to
Contract for Services

1. Names

This attachment is made by Town of Pomfret / Town Clerks Office (Client) and Douglas G. Hayward, a Vermont limited liability company (Contractor).

2. Payment Schedule

The first payment of \$22,000.00 to be paid before job begins.

The second payment of \$7,500 to be paid when roof is stripped and new decking covered with Grace Ice & Water Shield is installed.

The third payment of \$4,500 to be paid when one side is covered with slate.

The final payment of \$3,000 to be paid when job is completed.

CLIENT

Dated: _____

By: _____
Town of Pomfret / Town Clerks Office
5188 Rt 12
Pomfret, Vermont 05091

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Attachment 1 — Page 1 of 2

CONTRACTOR

Douglas G. Hayward,
a Vermont limited liability company
79 Densmore rd.
Chelsea, Vermont 05038
Taxpayer ID: ssn# 008-68-3573

Dated: _____

By: _____
Douglas Hayward
contractor

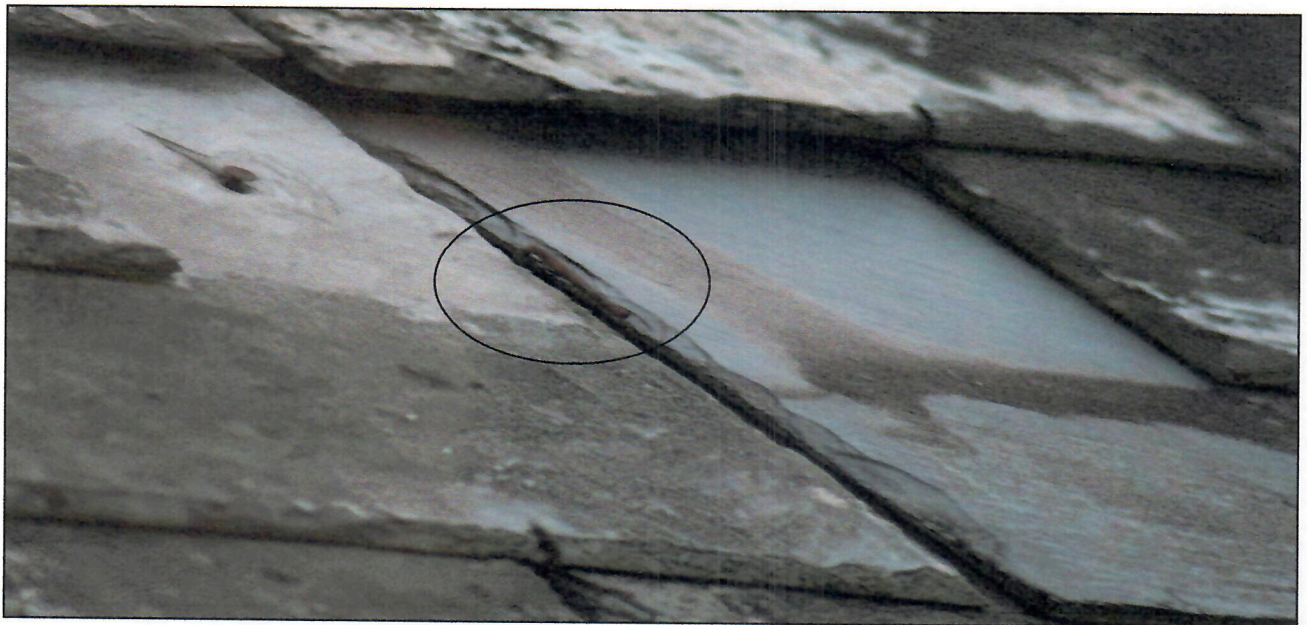
WORK DESCRIPTION.

The town clerk's office in the town of Pomfret Vermont

The slate roof on the town clerk's office has a slate roof which will need to be replaced. The slates are in fair shape but they are attached with steel hooks which have deteriorated to the point that they can't be depended on to hold the slate on the roof. The slates are covered with mildew and to clean them would be a lengthy process with the result being we would be re-attaching a hundred year old slate that we have as much money in labor as a new piece of slate.



The slate is covered with fungus.



This is a hook that has rotted off and allowed the slate to fall to the ground. The steel has deteriorated at the bottom of the hook and has broken at the bottom of the hook.



This is a slate that has begun to slide off the roof because the hook has let go and the slate is beginning to travel to the ground.



This is another slate that is making the short and sweet trip to the ground. The steel hook has rotted off on this slate as well. These slates are flakey and have small cracks all over them.



These hooks are all in about the same condition and they should let go with in the next 3-5 years.

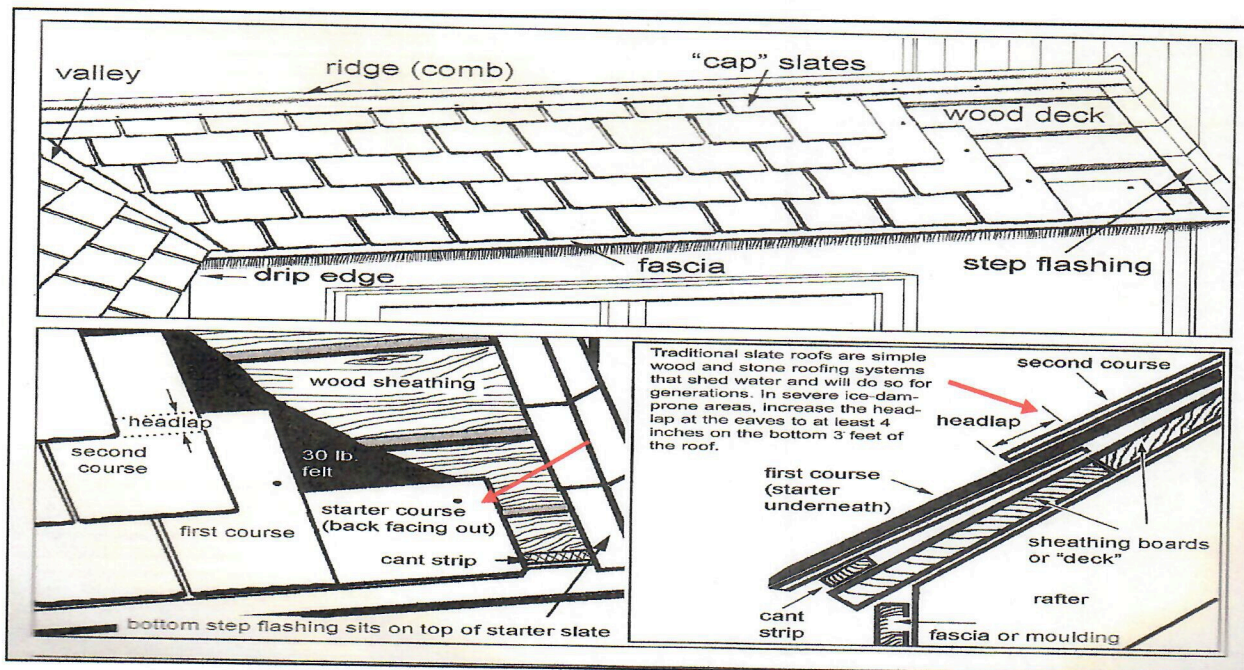
THE SLATE INSTALLATION.

Roof Preparation.

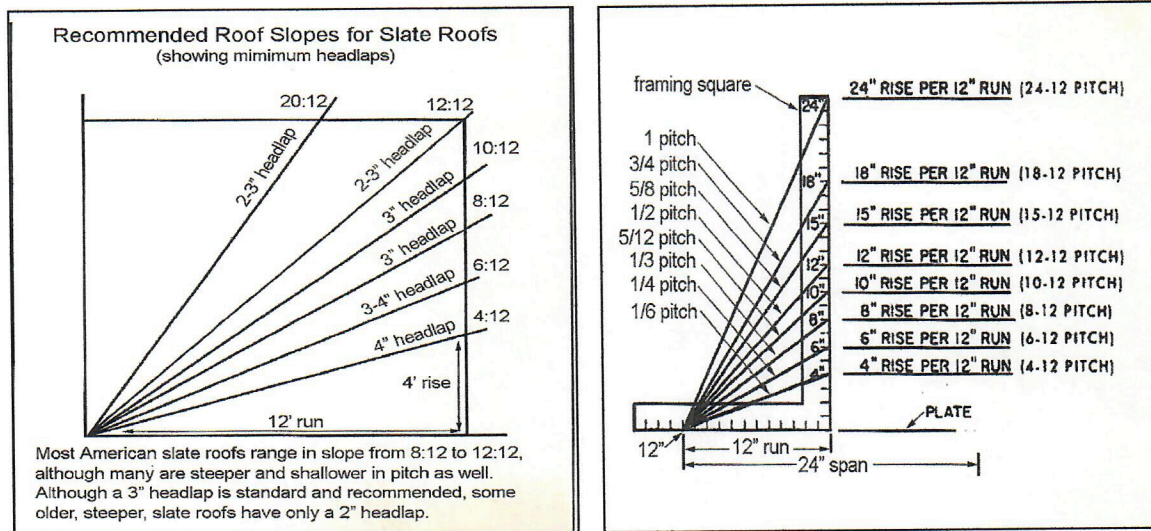
The existing slate roof will be removed down to the decking. The decking will be covered with 5/8" tongue and groove Advantech plywood nailed with a glue nail. The new decking will be covered with Grace Ice & Water Shield. While the roof is ^{off} the structure will be inspected to determine if any structural work needs to be done. The new drip edge will be formed from 16 ounce copper and attached with a copper nail. The drip edge will run around all edges of the roof.

Slate Installation.

With the drip edge attached the slate will be installed. The slates will be a Vermont blend of fading green, unfading green, sea green and grey. This will closely resemble the roof on the building when it was new. The slate will be 18"x12". The bottom edge will get a copper cant strip formed from 16 ounce copper and attached with copper nails. The bottom edge will have a starter row installed with the slates 10"x12" this will give the roof 3" of head lap.



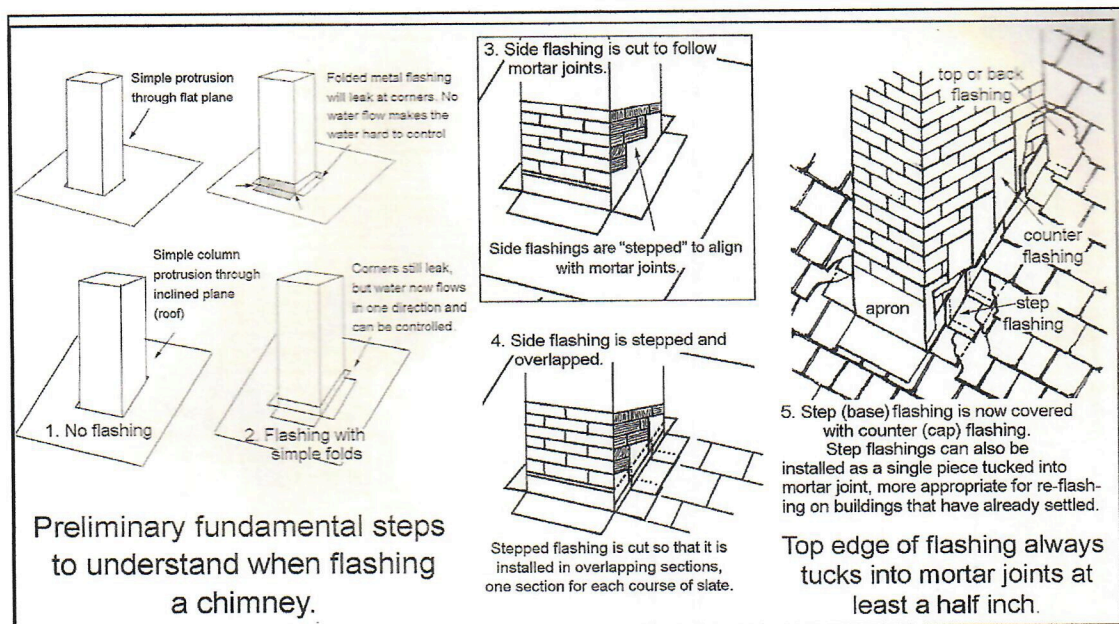
The slates will be installed with a 7 1/2" reveal giving the roof a 3" head lap which is sufficient for the roof pitch. The slate will run from the bottom edge up to the top of the ridge. All slates will be attached with copper nails.



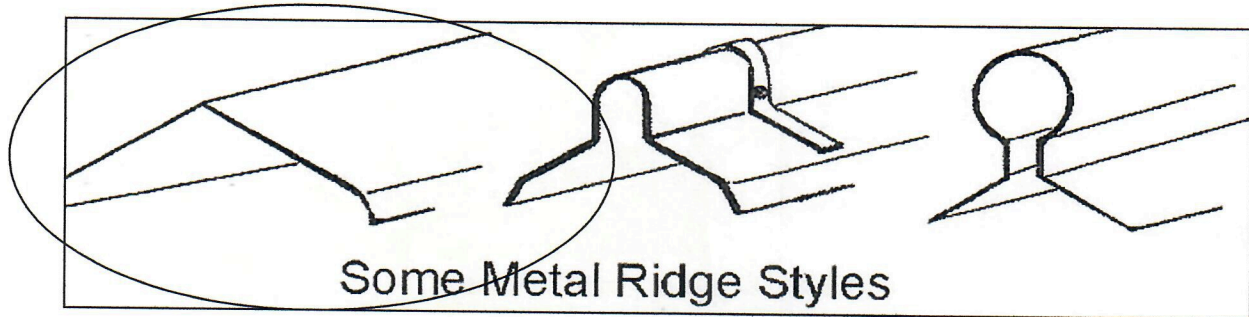
This is how the proper head lap is figured.

The Chimney and Ridge Flashings

The chimney will be re-flashed with copper. The chimney will get new apron pans fabricated from 16 ounce copper attached to both sides of the bottom edges of the chimney. The step flashings will run up to the ridge on all four sides.



The ridge cap will be formed from 16 ounce copper and installed with copper nails. The cap will cover all ridges on the roof. With the ridge cap installed the roof will be complete.



This is a flat cap installed on the ridge of a house.

With the new roof installed I will personally guarantee the roof for 50 Years without any problems.



These are some photos of a roof on Cloudland road in Pomfret that was installed 6 years ago that wasn't installed properly and I am currently fixing.