



**Proposal 24-20-10**

Issue Date August 14, 2024

Expires August 29, 2024

**PREPARED BY**

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**PREPARED FOR**

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20 W South St, Greenfield, IN 46140, USA

**PROPOSAL DETAILS**

**20 W South St, Greenfield, IN 46140, USA**

Complete tear off of existing roof to decking. Replace with new roof, gutters and downspouts.

**DESCRIPTION**

**TOTAL**

<b>Project Management and Coordination</b>	\$1,397.06
Supervision Supervision of project.	\$367.65
Administration and Accounting Subcontracting and billing.	\$147.06
Waste Management Includes (1) project dumpster.	\$882.35
<b>Roofing</b>	\$22,123.26
<b>Roofing Materials</b>	\$15,161.50
Shingles Includes "GAF Timberline" shingles, "GAF Pro-Start" Starter shingles, "Pro Guard" synthetic felt, "Tarco" ice & water shield, "GAF Liberty" cap sheet and base sheet, "Karnak" asphalt primer spray, aluminum drip edge, "Karnak" flashing cement, and fasteners.	\$12,470.59
Material - Gutters Furnish 5" K-type gutters.	\$642.65
Material - Downspouts Furnish 3" x 4" downspouts.	\$2,048.26
<b>Roofing Labor</b>	\$6,961.76
Labor - remove & replace shingle roofing system. Labor to remove existing shingle roof and install new synthetic felt and shingles.	\$4,470.59
Labor - high slope roof Labor ADD for high slope roof.	\$1,323.53
Labor - Gutters Install new gutters.	\$359.93
Labor - Downspouts Install new downspouts.	\$807.71
<b>TOTAL</b>	<b>\$23,520.32</b>

1. Contract Work. Contractor agrees to perform work at an agreed upon lump sum pricing. All Work will be in accordance with the Building Codes adopted by the Building Safety Commission.

2. Scope/Pricing includes: As described above.

2A. UNIT COST - Removal and replacement of deteriorated roof sheathing - \$85 / sheet.

3. Performance Standard. The Work shall be performed as required by law and with all required permits. Unless otherwise specified, the Work must employ the best practices and the best quality materials and workmanship. Contractor is an independent contractor and will provide all design for the Work unless an Architect is needed, at which point added pricing will need to be discussed.

4. Contract Cost. Owner shall pay Contractor for the Work as follows. Contractor shall submit applications for payment to Client weekly. Within seven (7) days of receipt of an invoice for the Work, Client shall pay the lump sum to the Contractor. Payments due to the Contractor which are not paid by the Client when due shall bear interest at the rate of 8% per annum.

5. Completion. Pricing for this project assumes an agreed upon completion date. Time is of the essence. Contractor shall work diligently to assure completion by the Completion Date. If Contractor's completion of the Work is delayed by any governmental entity from whom an approval is required, or by any other third-party or factor beyond Contractor's control, then the Contractor shall be entitled to an equitable adjustment to the Completion Date to account for any such delays.

6. Waiver of Liens. To be completed by contractor after work is completed, if requested by Client.

7. Care of Material. Client assumes no responsibility for the care, safety or protection of tools, equipment, material or supplies. Contractor assumes all such risks.

8. Safety. Contractor shall protect the people and property on or around the Site from harm resulting from the Work, including necessary guards, lights, barricades and enclosures, during all working hours until the Work is completed. Contractor shall not disturb or displace any protection installed by others.

9. Labor Laws. Contractor shall comply with all applicable labor laws.

10. Indemnity. Client agrees to indemnify and hold Contractor harmless from any and all claims, liabilities, actions, causes of action and damages of any kind or nature arising from any acts or omissions that are solely of the General Contractor or its separate contractors or anyone not in direct contractual privity with Contractor, as well as from any and all claims, liabilities, actions, causes of action and damages arising from any modification to Sub-Contractor's design or engineering drawings by the Client or any other third-party, or from any defects resulting from the coordination and/or incorporation of the Work into the existing structure or any other designs for any other work at the Client's work site.

11. Insurance. Contractor agrees for itself and for all those who furnish labor or materials to or through Contractor as follows.

(a) During the Work, and for the term of "contractual liability" and "completed operations" coverage, Contractor shall maintain the following insurance:

(i) Workers compensation insurance as required by law.

(ii) Comprehensive general liability insurance (including "contractual liability" and "completed operations" coverage) insuring Client and Contractor against liability for injury or death of persons and damage to property arising from the Work (without regard to any neglect or breach of duty by Client or Contractor) on an occurrence basis for \$1 million per occurrence/\$2 million aggregate liability.

"Contractual liability" coverage must be maintained during the Warranty Period, defined in paragraph 12, and for the time required to correct defective Work. "Completed operations" coverage must be maintained for three years after the date to which "contractual liability" coverage must be maintained. Insurance obligations are independent of the indemnity agreement under paragraph 9.

(b) Contractor shall maintain comprehensive automobile liability

insurance, for all owned, non-owned, or hired motor vehicles used in performing the Work, indemnifying Contractor for liability for injury or death of persons and damage to property caused by such vehicles on an occurrence basis for \$1 million or more for each risk.

(c) Contractor shall maintain professional liability insurance coverage of at least \$1 million per occurrence and \$2 million aggregate liability throughout the term of this agreement.

(d) Insurance shall include a waiver of any right of subrogation by the insurer against Owner and its agents and employees. Contractor shall provide Client with proof of payment for insurance. If Contractor fails to pay for insurance, the cost may be deducted from payments to Contractor.

12. Change Orders. Client or Owner may request extra Work. Contractor will perform extra Work after receiving a request, whether written or verbal, for it from Client. Contractor shall be paid a reasonable amount to be agreed upon by the parties within five (5) days of Client's request for performance of extra Work, with Client's agreement not to be unreasonably withheld. If the parties are unable to agree upon an amount to be paid for Contractor's performance of extra Work, Contractor shall have the right to stop Work, with no penalty, until the adjusted Contract Cost is agreed upon. Contractor shall also be granted an extension of the Completion Date if the change order extends the Schedule. Client may omit items from the Work. The Contract Cost shall be reduced by

a reasonable amount for omitted items. If Contractor claims an item is extra Work and the Client disputes that claim, Sub-Contractor must, within 30 days after starting the disputed Work, notify Client in writing that Contractor is performing it under protest.

13. Defects. Contractor shall promptly repair or replace any finished work in which material defects in material or workmanship may appear, or to which damage may occur because of such defects, during the warranty period of one year from the date of substantial completion of the Work (the "Warranty Period").

14. Notice. All notices by either party to the other, to be valid, must be in writing, addressed to the above address (or such other address as may be specified by notice) and sent by registered mail, certified mail, or timed stamped email. Notice shall be deemed given on the date of mailing.

15. Default. If Contractor defaults or persistently fails to carry out the Work or otherwise fails to perform, Client, after seven days' written notice to Contractor in addition to other remedies, may make good the deficiencies and may deduct the cost from payments to Contractor. At Client's option, Client may terminate the Contract and may finish the Work by any method Client Contractor deems expedient and may recover from Contractor any costs in excess of the Contract Cost. Client may cancel this Contract on at least seven days written notice to Contractor. In that case, General Contractor shall pay for the reasonable value of labor and materials used up to the date of cancellation, charges for returned materials, and the value of materials specially fabricated for the Work not reasonably usable elsewhere, less payments already made to Contractor.

16. Entire Understanding. This Contract shall comprise the entire understanding of the parties. Any change to this Contract shall be in writing and signed by the party to be charged.

17. Liability for Details. To the extent that Contractor prepared the Details for the Work, it will be liable to Client for any deficiencies, design errors, omissions or failure of the Details to comply with laws and regulations. Upon learning of such defects, Contractor shall promptly report the same to Client.

18. Site Conditions. Contractor has examined the Site, and is satisfied that the Work can be performed for the Contract Cost. Unless otherwise specified, Contractor will not seek extra payment from Client based on conditions at the Site.

19. No Assignment. Contractor may not assign this Contract without Client prior written consent.

20. Interpretation. If any provision of this Contract is invalid or unenforceable, the remaining provisions shall remain in full force and effect. Headings shall not be considered in construing this Contract. No provision of this Contract shall be construed against a party because that party or that party's attorney drafted it.

21. Owner's Representative. Client may select a person(s) to visit the Site to see if the Work complies with this Contract and to review and approve payments to Contractor. However, the person(s) will not have control over or be responsible for construction methods, techniques, procedures, or safety precautions, such matters being solely the responsibility of Client.

22. Dispute Resolution. Any and all disputes between the parties that cannot be resolved informally shall be submitted to binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. Any demand for arbitration shall be in writing, and shall be made within a reasonable time after the claim or dispute has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim or dispute would be barred by the applicable statute of limitations. As part of any arbitration, the prevailing party shall be entitled to recover its reasonable attorney's fees from the non-prevailing party.

23. Design Documents. The parties stipulate and agree that Contractor is the owner of all design and engineering documents, and that Contractor shall retain all copyrights and other common law, statutory and other reserved rights to the documents, with Client being granted a revocable license to make use of the design and engineering documents, throughout the term of this agreement, solely for purposes of this project. Contractor retains the right to revoke the license for the use of the design and engineering documents in the event that Client is in default of this agreement. Client warrants and represents that it shall not transfer, provide or otherwise disseminate any of the design or engineering documents to any third-party without the express written consent of Contractor.

24. Authorization. Client and Contractor represent that they each respectively read and understood all of the terms herein, and that the persons signing below on their respective behalves are duly authorized to sign for and bind the respective parties to this Contract.

**The above specifications, costs, and terms are hereby accepted.**

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**ERIKK KNAPP**

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**DATE**

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**WILL QUINN**

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**DATE**