



## Proposal

Utah License: 6645340-5501

Arizona License: ROC200247

DATE: 4/4/2019

<b>CUSTOMER</b>	Colorado City Unified Schools Mark	<b>JOB NAME</b>	Colorado City School
<b>ADDRESS</b>		<b>JOB ADDRESS</b>	325 N Cottonwood St Colorado City, AZ 86021
<b>PHONE</b>	435 212-0158	<b>OWNER</b>	
<b>CELL</b>		<b>PERMIT #</b>	
<b>FAX</b>		<b>SCR #</b>	
<b>EMAIL</b>	<a href="mailto:mark@ccschools.us">mark@ccschools.us</a>	<b>ALT CON</b>	

### Project Scope of Work:

Flat roof areas

We propose to:

Identify leak areas, probe and repair seam voids, holes or cuts in TPO membrane

Apply additional sealant to leak on pitch pocket flashing

Apply white elastomeric coating to worn wall flashing locations on TPO membrane where scrim fabric is exposed

Reflash 6" vent pipe

Reflash dish mounting stand on auditorium roof

Clean debris from roof surface

**Price \$ 2,130.00**

<b>Terms:</b>	Upon Completion
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**We propose to furnish labor and materials in accordance with the scope of work noted above for the sum of:**

Dollars \_\_\_\_\_

**Gregg Nuss 435 632-4051**

This proposal is good for 60 days.

(Stout Roofing, Inc. Authorized Signature)

### ACCEPTANCE OF PROPOSAL

By signature below, the undersigned accepts the proposed scope of work as outlined above, agrees to the terms and conditions as set forth on page two of this proposal document, and freely enters into this contractual agreement with Stout Roofing, Inc.

**Owner / Agent** \_\_\_\_\_ **Date** \_\_\_\_\_

625 Red Rock Road St. George, UT 84770 (t) (435) 635-4288 (f) (435) 688-0132

# Terms and Conditions

**Materials** -- All materials shall be as specified in this Proposal.

**Services** -- All work will be completed in a workmanlike manner according to standard practices. The services contemplated in this Contract are expressly limited to those items contained in this Proposal. If Stout Roofing, Inc. ("Stout") is required to return to perform modifications or repairs to the roof due to the work of or damages caused by the owner of the property where work was performed, ("Owner") or an agent of the Owner ("Agent"), original contractor, another subcontractor, or anyone else not an agent of Stout or due to changes made by the Owner/Agent or anyone else, the work will become an extra charge over and above this Proposal and the undersigned will be responsible for payment for the extra work over and above this Proposal, whether or not the extra work is evidenced by a change order.

**Structure** -- Stout is not responsible for the structural engineering or soundness of the structure. Any extra cost to perform the services contained in this Proposal due to the building's structural irregularity shall be paid by the undersigned over and above this Proposal. Stout shall inform Owner/Agent in writing of the extra costs associated with any irregularity within a reasonable time from Stout's discovery of the irregularity. Owner/Agent shall have 24 hours to accept or reject the extra costs. If accepted, the extra cost shall be considered an authorized extra and will become an extra charge over and above this Proposal. If rejected, Owner/Agent shall notify Stout immediately that the services are terminated and shall pay Stout in full for all services and materials rendered up to that point and Stout shall have no further obligations therewith.

**Modifications** -- Any changes or modifications in this Agreement shall be binding upon Owner/Agent when performed by Stout. All costs associated with any change, modification or any extra work performed by Stout is over and above this Proposal and shall be paid in full by Owner/Agent whether or not the work is evidenced by a change order.

**Other Subcontractor Work** -- Stout is not responsible for problems or damages created by the Owner/Agent, other subcontractors or anyone else who is not an agent of Stout. If, after Stout has completed the services contained in this Proposal, Stout is required to return to the structure to perform services necessitated by the actions of someone who is not an agent of Stout or which are necessitated by forces beyond the reasonable control of Stout, Stout shall be compensated for the additional services and they will become an extra charge over and above this Proposal whether or not the work is evidenced by a change order.

**Roofing Material Weight** -- Stout provides no advice concerning, and does not warrant, the structure's ability to tolerate the weight of the roofing material selected for the structure.

**Liability** -- Stout is not liable for damages resulting from delay in the installation of the roof which is caused by the Owner/Agent, another subcontractor, anyone else that is not an agent of Stout, or caused by elements not in the reasonable control of Stout. Stout is not liable for any damage to the roof occasioned by the actions of the Owner/Agent, another subcontractor, or anyone else that is not an agent of Stout. Stout is not responsible for acts of God if the roof is installed pursuant to manufacturer, industry or government specifications.

**Acknowledgment** -- Owner/Agent acknowledges that in the case of new construction the services contained in this Proposal cannot be completed until certain work is completed by other subcontractors including, but not limited to, framing, sheeting, rough plumbing and rough electrical.

**Contingency** -- Stout has no duty to perform the services contained in this Proposal in the event of a strike, accident or delay beyond the reasonable control of Stout.

**Owner/Agent Insurance** -- Owner/Agent is required to carry fire, tornado and any other insurance necessary for the project.

**Workman's Compensation Insurance** -- All Stout workers are fully covered by Workers Compensation Insurance. Certificates of Workers Compensation insurance are available upon request.

**General Liability Insurance** -- Stout is covered by General Liability Insurance. Certificates of General Liability insurance are available upon request.

**Timely Payment** -- Unless otherwise specified in the terms section of this Agreement, payments are due within \_\_\_\_\_ days of the date of the Invoice and are not conditioned upon any modification or repair. If payment is not received within the stated period, the balance due on the Invoice will begin to accrue interest at the rate of 1.5% per month until fully paid. Failure to pay an Invoice within the stated period constitutes a material breach of this Agreement and Stout may suspend performance until the Invoice plus interest, costs and fees are fully paid.

**Collection Fees** -- In the event any lien or other collection procedure is brought for the enforcement of this Agreement, Stout shall be entitled to recovery of all collection costs and attorney's fees associated with the procedure.

**Mediation** -- Any and all disputes arising out of or related to this Agreement or either parties' performance, or failure to perform, hereunder shall be submitted to mediation before a mutually-accepted mediator prior to initiation of arbitration, litigation or any other binding or adjudicative dispute resolution process. The parties shall share mediator, venue, and related costs equally. Venue of the mediation shall be the State of Utah in Washington County. In the event the parties are unable to agree upon a mediator, the Fifth Judicial District Court, in and for Washington County, Utah, shall appoint the mediator. This mediation provision shall be specifically enforceable according to its terms, including but not limited to an action to enforce in whole or in part this Agreement.

**Attorney Fees** -- If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

**Governing Law** -- This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

**Binding Effect** -- This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, executors, administrators, and assigns.

**Stout Roofing's Warranty** -- This Warranty is made subject to the following terms and conditions: Specifically excluded from this Warranty are damages to work and other parts of the building, and to building contents caused by: lightning; peak gust wind speed exceeding 70 mph; fire; failure of roofing system substrate, including cracking settlement, excessive deflection, deterioration, and decomposition; faulty construction of parapet walls, copings, chimneys, skylights, vents, equipment supports, and other edge conditions and penetrations of the work; vapor condensation on bottom of roofing; and activity on roofing by others, including construction contractors, maintenance personnel, other persons, and animals, whether authorized or unauthorized by Owner.

When work has been damaged by any of the foregoing causes, Warranty shall be null and void until such damage has been repaired by Stout Roofing and until cost and expense thereof have been paid by Owner or by another responsible party so designated.

Stout Roofing is responsible for damage to work covered by this Warranty but is not liable for consequential damages to building or building contents resulting from leaks or faults or defects of work

During Warranty period, if Owner allows alteration of work by anyone other than Stout Roofing, including cutting, patching, and maintenance in connection with penetrations, attachment of other work, and positioning of anything on roof, this Warranty shall become null and void on date of said alterations, but only to the extent said alterations affect work covered by this Warranty. If Owner engages Stout Roofing to perform said alterations, Warranty shall not become null and void unless Stout Roofing, before starting said work, shall have notified Owner in writing, showing reasonable cause for claim, that said alterations would likely damage or deteriorate work, thereby reasonably justifying a limitation or termination of this Warranty.

During Warranty Period, if original use of roof is changed and it becomes used for, but was not originally specified for, a promenade, work deck, spray-cooled surface, flooded basin, or other use or service more severe than originally specified, this warranty shall become null and void on date of said change, but only to the extent said change affects work covered by this Warranty.

**Owner / Agent** \_\_\_\_\_

**Date** \_\_\_\_\_