



**LOWE ROOFING INC.**  
SINGLE PLY & METAL ROOFING SYSTEMS

PO Box 432 (I-90 Exit 23) • Whitewood, South Dakota 57793  
1-800-658-4543 • 605-269-2211 • 605-269-2212 fax

Rapid City, SD 605-343-7840  
Gillette, WY 307-687-0303

www.lowerroofinginc.com

# Proposal

9/18/2024

City of Deadwood  
108 Sherman St  
Deadwood, SD 57732

Gunslinger Saloon – Sign Removal  
669 Main St, Deadwood, SD

## Scope of Work<sup>1</sup> and 2:

1. Remove and properly dispose of the sign structure.
2. Tear out the runners and other sign structure attachment points.
3. Patch the PVC membrane roof system where the attachment points are removed.
4. Patch the PVC membrane roof system where the electrical penetrations are removed (by others).
5. Provide a Lowe Roofing, Inc. 2-year Workmanship Warranty.

**Price \$4,850.00**

## Notes:

1. The City/owner warrants that structures on which LRI's personnel are to work are in sound condition and capable of withstanding roofing construction, equipment and operations. Commencement of roof installation indicates only that LRI has visually inspected the surface of the roof deck for visible defects. LRI is not responsible for the structural sufficiency, quality of construction (including compliance with FMG criteria), undulations, fastening or moisture content of the roof deck or other trades' work or design.
2. This proposal is based on LRI not coming into contact with asbestos-containing or toxic materials (ACM). LRI is not responsible for expenses, claims or damages arising out of the presence, disturbance or removal of ACM. LRI shall be compensated for additional expenses resulting from the presence of ACM. The City/owner agrees to indemnify LRI from and against any liability, damages, losses, claims, demands or citations arising out of the presence of ACM.
3. If structural deficiencies are discovered the City/owner will be responsible for hiring the appropriate contractor to remedy these situations and having the work coordinated with LRI's construction schedule.
4. LRI disclaims all liability for all claims, disputes, rights, losses, damages, causes of action, or controversies ("Claims") pertaining to Pre-Existing Conditions, whether those Claims arise in law, equity, contract, warranty, tort, or federal or state statutory claims. City/owner is solely liable and responsible for all damages, whether actual or consequential, arising out of or relating to Pre-Existing Conditions.
5. LRI is not responsible for condensation, moisture migration from the building interior or other building components, location or size of roof drains, adequacy of drainage or ponding on the roof due to structural conditions.
6. LRI shall carry worker's compensation, automobile and commercial general liability (bodily injury and property damage) insurance. LRI will furnish a Certificate of Insurance, evidencing the types and amounts of its coverages, upon request. The City/owner shall purchase and maintain builder's risk and property insurance, including the labor and materials furnished by LRI, covering fire, extended coverage, malicious mischief, vandalism and theft on the premises to protect against loss or damage to material and equipment and partially completed work until the job is completed and accepted.
7. The City/owner acknowledges that odors and emissions from roofing products will be released as part of the roofing operations to be performed by LRI. The City/owner shall be responsible for interior air quality, including controlling mechanical equipment, HVAC units, intake vents, wall vents, windows, doors and other openings to prevent fumes and odors from entering the building. Some people are more sensitive to these emissions than others. The City/owner shall hold LRI harmless from claims from third parties relating to fumes and odors that are emitted during the normal roofing process.
8. LRI will take all due care during construction; however, this work will be disruptive to the tenants of the building. The City/owner acknowledges that this will include noise and could include dust/debris falling from the underside of the roof deck. The City/owner agrees to remove or protect property directly below the roof in order to minimize potential interior damage. LRI shall not be responsible for disturbance, damage, clean up or loss to interior property that the City/owner did not remove or protect prior to commencement of roofing operations or any other clean up required from the normal roofing process. All work will be performed during normal business hours.
9. LRI is not responsible for leakage through the existing roof or other portions of the building.



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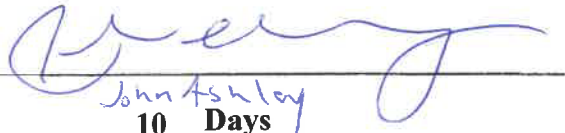
Notes (continued):

10. In the event any specified material or equipment becomes unavailable either temporarily or permanently after the contract is executed, provided that such availability is a result of factors beyond LRI's control, then in the event of temporary unavailability, the contract time shall be extended to reflect the duration of time that the contractor is delayed by the unavailability, and in the case of permanent unavailability, LRI shall be excused from providing said material or equipment and allowed to provide an available substitute. To the extent an available substitute is provided by LRI under this provision, any increase in the cost between the originally specified material and equipment and the substitute shall be paid by the City/owner to LRI.
11. In the event of a significant price increase of material, equipment, or energy occurring during the performance of the contract through no fault of LRI, the Contract Sum, time of completion or contract requirements shall be equitably adjusted by Change Order in accordance with the procedures of the Contract Documents.
12. Staging and parking areas will need to be made available throughout this project. Our boom truck will need to be setup on Main Street in order to access this roof.
13. If a City of Deadwood building permit is required for this project LRI will apply and pay for this permit and add it's cost to the proposal price.
14. Price does not include snow removal; if inclement weather occurs the project may be delayed.
15. Sales Tax on material included. Contractor's Excise Tax not included.
16. Progress invoices due upon receipt.
17. This Agreement (which is based on standard AIA documents) records the entire agreement of the parties and supersedes any previous or contemporaneous agreement, understanding, or representation, oral or written, by the parties. The City/owner acknowledges and agrees that in entering into this Agreement it has not relied and is not relying on any representations, warranties or other statements whatsoever, whether written or oral (from or by LRI or any Person acting on its behalf) other than those expressly set out in this Agreement (or other related documents referred to herein) and that it will not have any right or remedy rising out of any representation, warranty or other statement not expressly set out in this Agreement.
18. Please sign and return if accepted.

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All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Authorized  
Signature \_\_\_\_\_

  
John Ashley  
10 Days

Note: This proposal may be  
withdrawn by us if not accepted within

**ACCEPTANCE OF PROPOSAL** —The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_