

# Estimate

2301-1019-5922

2023-01-10



Third Coast Spray Foam, LLC  
P.O. Box 18  
Fruitport MI 49415  
manish@thirdcoastsprayfoam.com  
(616) 277-7707

Hamburg Township - Duane Hoeppner  
10405 Merrill Rd.  
Hamburg MI 48139  
dhoepner@hamburg.mi.us  
517-499-6454

Steel Building  
10675 Merrill Rd., Whitmore Lake, MI, 48189

## Spray Foam Insulation

<u>Description</u>	<u>Total</u>
<u>Underside of Roof</u> Install 2 in. Closed Cell Spray Foam (R-14)	\$7,916.80
<u>Exterior Walls</u> Install 2 in. Closed Cell Spray Foam (R-14)	\$9,414.40
	\$17,331.20

## Option 1

<u>Description</u>	<u>Total</u>
<u>Roof - Add'l 1 Inch</u> Install 1 in. Closed Cell Spray Foam (R-7)	\$3,584.40 *
* not included in <i>Total</i>	\$3,584.40 *

## Option 2

<u>Description</u>	<u>Total</u>
<u>Exterior Walls - Add'l 1 Inch</u> Install 1 in. Closed Cell Spray Foam (R-7)	\$4,265.90 *

\* not included in *Total*

\$4,265.90 \*

### **Additional Items**

<i>Description</i>	<i>Unit Price</i>	<i>Quantity</i>	<i>Total</i>
<u>Equipment Rental - Boom or Scissor Lift</u> Cost of renting lift equipment needed for project	\$300.00	2.00	\$600.00

Steel building 60 x 40 x 17'4". Overhead doors: 2@ 12 x 12, 2@ 10 x 12.

*Total* \$17,931.20

Spray foam depth dimensions are nominal.

Client will provide the Premises in a tidy and organized fashion such that Contractor has safe access to all areas where the Insulating Services are to be performed.

For spray foam insulation, the Premises must be at a minimum of 40 degrees Fahrenheit.

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

**THIS INSULATING SERVICES AGREEMENT** (the "Agreement") is between Third Coast Spray Foam, LLC (the "Contractor") and the Client identified in the above estimate. Contractor and Client will individually be referred to as "Party" and collectively as "Parties".

**RECITALS** Client desires to obtain certain Insulating Services from the Contractor. Contractor agrees to provide such Insulating Services to the Client in accordance with the terms and conditions contained in this Insulating Services Agreement (the "Agreement").

**1. INSULATING SERVICES** Contractor will perform the Insulating Services in the above estimate. Contractor promises that it will follow the highest professional standards in performing the Insulating Services and will comply with all relevant statutes, regulations and requirements of any competent authority.

**2. PREMISES** Contractor will perform the Insulating Services in the Premises identified on the estimate. Client will ensure the Premises are accessible, safe, and clear of items which may be damaged or impede Contractor's work.

**3. DURATION** The Construction Services will begin on the day mutually agreed to by Client and Contractor. Client will give Contractor access to the Premises during these hours and any other mutually agreed times. Contractor will work diligently to complete the Construction Services promptly. However, delays may occur due to circumstances such as weather, illness, or equipment failures, in which case Contractor and Client each promise to make reasonable accommodations for the delays.

**4. PAYMENT** Client agrees to pay the Contractor for its Insulating Services the price ("Fee") identified above. Client will pay a minimum of 50% the Fee at the time of entering into this agreement. Client will pay the balance owing, including the full cost of any changes, upon substantial completion of the Insulating Services by the Contractor. The Fee may change with the Client's approval.

**5. EXPENSES** Other than the charges specified above, the Client will not be liable to reimburse Contractor for any other expenses unless agreed between the Parties in advance.

**6. INDEPENDENT CONTRACTOR** Contractor will provide the Insulating Services as an independent contractor. Contractor will not act as an employee, agent or broker of the Client. As an independent contractor, Contractor will be solely responsible for paying any and all taxes levied by applicable laws on its compensation.

**7. ASSIGNMENT** Contractor will not assign any of its rights under this Agreement, or delegate the performance of any of its obligations or duties without the prior written consent of the Client. Any unauthorized attempt by Contractor to assign, transfer, or subcontract any rights, duties, or obligations will be void and of no effect.

**8. TERMINATION** The Client can terminate this Agreement by giving written notice: (a) if the Contractor commits any material breach of this Agreement and fails to remedy such breach within 30 days of notice, where such breach is capable of remedy; or (b) if there is any repeated or persistent failure on part of the Contractor to provide Insulating Services of an acceptable standard and to the reasonable satisfaction of the Client.

**9. NOTICES** Any notices, bills, invoices, or reports required by this Agreement will be deemed received on (a) the day of delivery if delivered by hand during receiving party's regular business hours or by facsimile before or during receiving party's regular business hours; or (b) on the second

business day following deposit in the United States mail, postage prepaid, to the addresses below, or to such other addresses as the Parties may, from time to time, designate in writing pursuant to the provisions of this section. Client: the billing address as provided to Contractor. Contractor: Third Coast Spray Foam, LLC, P.O. Box 18, Fruitport, MI 49415

**10. GOVERNING LAW** This Agreement will be governed and construed in accordance with the laws of the State of Michigan. Venue will be the court of competent jurisdiction in Muskegon County.

**11. SEVERABILITY** If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision will be fully severable and this Agreement will be construed and enforced as if such provision had never comprised a part of this Agreement; and, the remaining provisions of this Agreement will remain in full force and effect.

**12. LIABILITY** Contractor will be liable for any damage to the Client's and any other person's property if such damage is caused by the Contractor's negligence or willful act.

**13. LIMITATION OF LIABILITY** In no event will either party be liable to the other party for any indirect, incidental, consequential, special, or exemplary damages, including without limitation, business interruption, loss of or unauthorized access to information, or damages for loss of profits, incurred by the other party arising out of the Insulating Services provided under this agreement, even if such party has been advised of the possibility of such damages. In no event will either party's liability on any claim, loss or liability arising out of or connected with this agreement exceed the amounts paid to Contractor.

**14. ENTIRE AGREEMENT; AMENDMENT** This Agreement is the final, complete and exclusive agreement of the Parties with respect to the Insulation Services. This agreement supersedes and merges all prior or contemporaneous representations, discussions, proposals, negotiations, conditions, communications and agreements, whether written or oral, between the Parties relating to the Insulating Services and all past courses of dealing or industry custom. No modification of or amendment to this Agreement will be effective unless in writing and signed by each of the Parties.