



**PREPARED BY**

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Home Indeed, Inc.

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**PREPARED FOR**

**Barb Rigdon**

Oelwein City Hall

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20 2nd Ave SW, Oelwein, IA 50662, USA

**PROPOSAL DETAILS**

**Oelwein City Hall - 20 2nd Ave SW**

20 2nd Ave SW, Oelwein, IA 50662, USA

Oelwein City Hall - Flooring

**DESCRIPTION**

**QTY**

**TOTAL**

**TILE REMOVAL**

\$1,440.00

LABOR | Demo

- Removal of Tile & Grout in Rear Corridor

**CARPET TILE**

\$11,603.41

Rooms

Mayor's Office, Clerk's Office, Break Room, Parks Office, City Admin's Office, City Clerk's Office, Council Chambers (per existing layout)

LABOR | Floor Prep

- Minor Floor Prep & Patching
- Vacuum & Clean Flooring Prior to Adhesive
- NOTE: Proposal Assumes That No Major Floor Prep will be Required. This will be Accessed Prior to Flooring Installation

LABOR | Carpet Tile Install

- Install Pressure Sensitive Adhesive, Carpet Tile & Floor Transitions

DOES NOT INCLUDE

- Removal / Disposal of Existing Carpet
- Moving of Furniture / Cabinets

**Carpet Tile Materials**

Carpet Tile

1,890 SF

**Carpet Tile Specs:**

Brand: Philadelphia Commercial

Style: Curious Wonder

Color: Wonderment

Size: 18x36

Tufted Weight: 21 oz



Stair Nose

7 EA

**Stair Nose Specs:**

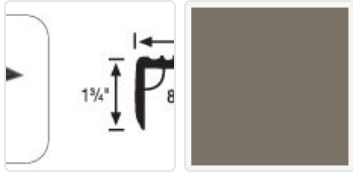
Location: Raised Council Chamber Platform

Brand: Roppe

Style: Undercut Carpet Stair Nose Square

Color: Lunar Dust

Style No: ROP204VXP114



In-Bound Freight   Carpet Tile	1 EA
Mapei Planiprep SC 10 LBS (AT-MAP37411)	5 EA
XL Gold Stix 4 Gallon Carpet Adhesive (AT-XLBXLS4G)	6 EA

**LUXURY VINYL FLOORING**

\$16,154.44

Rooms:  
 Vestibule, Reception, (3) Corridors, Council Chambers (per existing layout),  
 Process Room

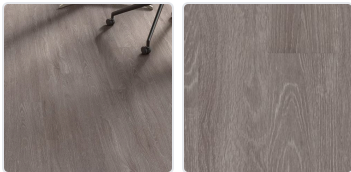
LABOR | Floor Prep  
 • Minor Floor Prep & Patching  
 • Vacuum & Clean Flooring Prior to Adhesive  
 NOTE: Proposal Assumes That No Major Floor Prep will be Required. This will be  
 Accessed Prior to Flooring Installation

LABOR | LVP Glue Down Flooring  
 • Install Pressure Sensitive Adhesive, LVP & Floor Transitions

DOES NOT INCLUDE  
 • Removal / Disposal of Existing Flooring  
 • Moving of Furniture / Cabinets

**LVP Glue Down Flooring Materials**

LVP Glue Down Flooring <b>LVP Specs:</b> Brand: Philadelphia Commercial Style: In the Grain II 5.0mm Color: Milo Size: 6x48 Plank Wear Layer: 20MIL	2,140 SF
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LVP Transitions   Schluter VINPRO-S Edge Trim 1/8" Alum Brushed Nickel • Doorways to carpet tile and other existing flooring • Council Chambers between LVP & Carpet Tile	15 EA
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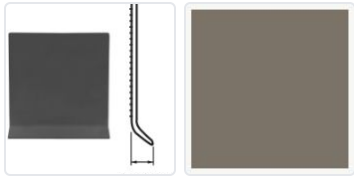
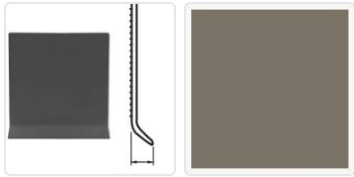
In-Bound Freight   LVP	1 EA
Mapei Planiprep SC 10 LBS (AT-MAP37411)	5 EA
XL Stix 2230 4 Gallon Pressure Sensitive Carpet Tile Adhesive (AT-XLBXLSTX22304G)	3 EA

**VINYL COVE BASE** \$3,410.22

Rooms:  
 Mayor's Office, Clerk's Office, Break Room, Parks Office, City Admin's Office, City Clerk's Office, Council Chambers, Vestibule, Reception, Corridors, Process Room

LABOR | Vinyl Cove Base  
 • Install Wall Cove Base & Riser Flat Base

**Vinyl Cove Base Materials**

Vinyl Cove Base: Roppe 4" x 120', Lunar Dust (ROPC40C83P114)	7 ROL
	
Vinyl Inside Corner Cove Base (ROPI40C83P114)	65 EA
Vinyl Outside Corner Cove Base (ROPO40C83P114)	15 EA
Vinyl No Toe Base: Roppe 6" x 4' Lunar Dust (ROP60N83P114) Council Chamber Platform Riser	16 EA
	
Vinyl Outside Corner No Toe Base (ROPO60C83P114)	2 EA
WB-600 30Oz Tube Acrylic Wall Base Adhesive (ROP30OZEX600)	17 EA
WB-600 30Oz Cartridge Applicator Gun (ROPEXWB600)	6 EA
WB-600 #186 Spreader Nozzle	2 EA
In-Bound Freight	1 EA

**SUBTOTAL** \$32,608.07

**TAX** \$1,219.02

**TOTAL** \$33,827.09

**PAYMENT SCHEDULE**

**TERM % | DESCRIPTION**

- 50% | Initial Deposit
- 50% | At Completion

**TERMS AND CONDITIONS**

These TERMS AND CONDITIONS govern all products and services provided by Home Indeed, Inc. (Seller) and the undersigned Buyer. By signing this Proposal ("Contract"), including via electronic signature, Buyer accepts all TERMS AND CONDITIONS herein.

**Warranties:**

Seller extends a lifetime labor warranty to the Buyer from the date of completion. This warranty only applies to the installation services provided by Seller. Seller warrants that the products sold hereunder will be installed in a good and workmanlike manner. Seller will make reasonable efforts to correct, at its expense, any installation that Seller deems defective in Seller's judgement. This warranty does not

apply to installation issues resulting from neglect, misuse, vandalism, weather, wind, lighting, fire, hail, flooding, storm damage or other Acts of God. If Buyer engages a person or entity other than Seller to perform repair services arising from installation by Seller, this warranty becomes void. This warranty takes effect once payment is made in full. Buyer understands that Seller is not the manufacturer of the products purchased hereunder. The only warranties related to the quality of the products are those provided by the manufacturer, not Seller. SELLER EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, RELATED TO THE PRODUCTS SOLD HEREUNDER, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER SHALL APPLY EVEN IF THE LIMITED WARRANTY AND LIMITED REMEDY SET FORTH HEREIN FAIL OF THEIR ESSENTIAL PURPOSE. THIS DISCLAIMER DOES NOT AFFECT THE TERMS OF ANY MANUFACTURER'S WARRANTY. Seller will charge its normal hourly rates for repairs outside of the Seller's warranty.

**Limitation of Liability:**

Seller's liability for any claims associated with the sale of products and services hereunder shall not exceed the total amount of Buyer's contract, regardless of whether the claim arises in contract, warranty, negligence, product liability, or otherwise. Under no circumstances shall Seller be liable or responsible for any damage or loss to property or equipment, delays, lost profits, or incidental, special, consequential, or punitive damages.

**Right to Cancel:**

Buyer is entering into a contract. If this contract is a result of or in connection with Seller's direct contact with or call to Buyer at Buyer's residence without Buyer soliciting the contract or call, then Buyer may cancel the contract by notifying Seller in writing prior to midnight of the third business day after the date of this transaction. If Buyer solicited the services of Seller, Buyer may not cancel this contract after signing except with the express written consent of Seller.

**Payment Fees:**

Buyer agrees to pay Seller in full upon completion of the installation services. In most cases, Seller will require one or more down payments before or during installation. Buyer agrees to pay 1.5 percent monthly interest on unpaid amounts. Seller also shall be entitled to recover its cost and expenses, including attorney's fees, if Seller takes collection action. Any stop payment or a check or credit card payment will result in Buyer being charged a \$30 fee, plus any bank fees charged to the Seller.

**Time of Delivery/Installation:**

Seller does not guarantee a date of installation. Seller's failure to perform this agreement by a given delivery or installation date shall not be a breach of this agreement, and Seller shall not be liable to Buyer for any delay in Seller's performance.

**Change Orders:**

If Buyer approves Seller's initial plans/drawings, and subsequently requests changes once construction has begun, Buyer agrees to pay any additional material and labor costs associated with the change at a rate of \$70 per hour.

**Existing Plumbing and Electric:**

Seller is not responsible for inspecting, servicing or modifying existing plumbing. If during the installation of products under this agreement, Seller determines that the existing plumbing is deficient or needs repair or adjustments, Seller will notify Buyer as soon as practicable. If plumbing repairs or modification are needed, Buyer may need to have the plumbing corrected before installation can be completed. In addition, Seller is not liable for any damage to existing plumbing. Plumbing in concrete may incur additional costs. Existing galvanized water lines may cause fixture issues not covered by warranty. Further, if Seller is required to perform unanticipated repairs to existing walls, additional time and material will be charged at Seller's standard rates, with advance notice to the Buyer.

**Mold:**

Mold occurs naturally in indoor environments. Mold spores enter homes through open doorways, windows, and other openings. Seller's installations may include removing wet, loose, defective, discolored, or odorous surfaces and washing remaining surfaces with a household bleach solution. Seller is not responsible for mold abatement.

**Extra Materials:**

In order to expedite projects, Seller typically provides more materials than necessary to complete the agreed-upon work. Any materials remaining are the exclusive property of the Seller and will be removed when the job is completed.

**Security Interest:**

The goods provided hereunder shall remain personal property and shall not become fixtures of part of any real estate. Seller retains a security interest in the goods as allowed under applicable state law to secure the payment of any unpaid balances owed by the Buyer. Seller also reserves and retains any statutory rights, including rights to mechanic's liens, materialman's liens, or artisan liens.

**Future Communications:**

Buyer agrees that the Seller may contact the Buyer in the future regarding promotions, services or product updates/recalls, including via telephone, email, text and in writing.

**Governing Law:**

This Agreement and the parties' relationship shall be governed by Iowa Law.

**Entire Agreement:**

This Agreement constitutes the entire understanding of the Parties regarding its subject matter. There are no promises, representations or warranties – whether written, oral, or electronic – regarding subject matter that has not been incorporated herein. No amendments or modifications to this Agreement shall be enforceable unless in writing and signed by both Parties.

**Arbitration:**

Any claim, dispute or controversy arising from or relating to this agreement WILL BE RESOLVED, UPON THE ELECTION OF SELLER, EXCLUSIVELY AND SOLELY BY BINDING ARBITRATION IN BUCHANAN COUNTY, IOWA. This includes claims arising out of contract,

statute, tort or any other legal theory. All doubts about whether a claim is arbitrable shall be resolved in favor of arbitration. Buyer agrees to arbitrate solely any claims of Buyer without joining or attempting to join any other parties. If arbitration is elected by the Seller, the parties agree to use a single arbitrator mutually chosen within 30 days after Seller gives notice of arbitration to Buyer.

**Lien Waiver Rights:**

Personnel of companies furnishing labor or materials for the improvement or real property may enforce a lien upon the improved property if they are not paid for their contributions, even if the parties have no direct contractual relationship with the owner. The mechanics' notice and lien registry internet site provides a listing of all persons or companies furnishing labor or materials who have posted a lien or who may post a lien upon the improved property. If the person or company has posted its notice or lien to the mechanics' notice and lien registry internet site, Buyer may be required to pay the person or company even if Buyer has paid the general contractor the full amount due. Therefore, Buyer shall review the mechanics' notice and lien registry internet site for information about the property including persons or companies furnishing labor or materials before paying the general contractor. In addition, when making payment to the general contractor, it is important to obtain lien waivers from the general contractor and from person of companies registered as furnishing labor or materials to Buyer's property. The information in the mechanics' notice and lien registry is posted on the internet site of the mechanics' notice and lien registry.

MNLR Internet Web site address ([sos.iowa.gov/MNLR](http://sos.iowa.gov/MNLR)) and MNLR toll-free telephone number (1-888-767-8683)

**THE UNDERSIGNED BUYER(S) ACKNOWLEDGES THAT SUCH BUYER(S) RECEIVED AN EXACT COPY HEREOF COMPLETELY FILLED AND THAT SUCH BUYER(S) HAS READ THIS DOCUMENT.**

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

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BARB RIGDON

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DATE