## CONTRACT

Randy Palmeri And Son Inc. 1560 S. Alpine Road Rockford, IL 61108 (833) 725-6374 office@randypalmeriandson.com IL Lic# 104-017302

WI Lic# DC-081400073

## Sales Representative

Jeremy Tufte (815) 608-6266 Jeremy.palmeriandson@gmail.com



Poplar Grove, Public Works Job #1346 - Poplar Grove, Public Works 201 Edson Rd Poplar Grove, IL 61065

Estimate # 1376

Date 6/14/2024

ltem	Description	Unit of Measure	Qty	Amount
ReRoof Contract	-Tear off existing steel roof - Install new drip edge and gutter apron Install pipe jack flashings as per contract - Install new step flashings where needed - Install new Pro Rib steel roof - Proper Disposal of all construction debr - Manufacturer's warranty on all materials - 2 year warranty on installation of roof. * If any rotten decking needs to be replace ADDITIONAL COST OF \$90 OSB PER SHE Son will supplement for ice and water shi material or labor that requires it to be sup is completed to insurance company paya The amount supplemented would include be paid to Palmeri and Son from the home	ris ed, WOULD BE EET. Randy Palmeri and ield and any other oplemented after the job ible to the homeowner.		
QE DRIP EDGE 1 3/4" 12'	Color:	PIECE	7.00	\$0.00
Pro Rib Steel Roof		Items	15.00	\$11,250.00
QE GUTTER APRON	Color:	PIECE	9.00	\$0.00
SIDING	Remove all lights, outlets, boxes, address Remove Aluminum/Vinyl siding from lister Wrap Walls in housewrap. Tape all seams. Install new siding Cap windows in custom bent aluminum as post Cap garage doors as per contract. Install center vent aluminum soffit as per Install fascia as per contract. Caulk all necessary openings with QUAD Manufacturers Warranty on all materials. 2 year warranty on installation of siding If any wood needs to be replaced, would additional cost of \$90 OSB. Any rotten fascia boards need to be repladone at an additional cost of x6" \$9 per for Randy Palmeri and Son will supplement for any other material or labor that requires in after the job is completed to insurance conhomeowner. The amount supplemented wand profit to be paid to Palmeri and Son for the second secon	ed elevations.  as per contract.  ber contract.  contract.  caulk.  need to be done at an aced, would need to be cot. x8" \$11 per foot. for house wrap and or to be supplemented company payable to would include over head		\$12,750.00
PLY DRY HOUSE WRAP 9X1	00	Roll	2.00	\$0.00

Item	Description	Unit of Measure	Qty	Amount
TYVEK TAPE		Roll	2.00	\$0.00
Steel Standard Rib	Standard roofing and wall metal {exposed fastener	Items	17.00	\$12,750.00
Gutters				\$2,652.00
6 seamless gutter OT total ft	Includes gutters, downspouts and elbows	FT	204.00	\$2,652.00

## **PAYMENTS**

ACV CHECK AND DEDUCTIBLE MUST BE PAID BEFORE MATERIAL ORDERED.

## **TERMS & CONDITIONS**

**Binding Contract:** This Estimate is valid for 30 days. During said 30 days the Estimate is subject to change or revocation by Contractor without notice. Except to the extent Contractor exercises its right to change and/or revoke the Estimate, the Estimate shall constitute a binding agreement "Agreement" upon acceptance by Owner(s). The date of such Agreement shall be the date of Owner(s)' acceptance.

Contractor: Shall mean Randy Palmeri And Son Inc..

Contract Price: Shall mean the Estimate Price as adjusted by the net of any written change orders.

Retail Work: Except as otherwise agreed between Owner(s) and Contractor, Owner(s) agrees to pay Contractor the Contract Price in cash, check, or credit card fees may vary, according to the following schedule: 50% of the Contract Price plus the cost of any special order materials due; prior to work beginning; and the balance of the Contract Price upon completion.

Insurance Work: Except as otherwise agreed between Owner(s), Insurance company and Contractor, Owner(s) agrees to pay Contractor the Contract Price in cash, check, or credit card fees may vary, according to the following schedule: ACV of the Contract Price plus the cost of any special order materials due; prior to work beginning; and the balance of the Contract Price upon completion along with any approved supplements.

Late Payment / Service Charge: Any funds owed greater than 30 days from completion of Work are subject to a service charge of 1.5% per month on the unpaid balance. Changes in Agreement: This Agreement, the work description and specifications, and the Contract Price shall not be modified except by written change order. A change order may be formalized by email correspondence between Contractor and Owner(s).

Contractor Responsibilities: Contractor agrees to perform the work description and specifications as outlined in the Estimate and any agreed written changes incorporated into this Agreement.

Work Schedule: All specifications for the work (shingle style & color, aluminum color, etc.) must be finalized prior to obtaining a final schedule date. Contractor agrees to perform the Work in a good and workmanlike manner with reasonable dispatch in accordance with the specifications contained herein. The Contractor is responsible for establishing scheduling and sequencing of the work to be performed. Reasonable delays include, but are not limited to, weather, non-delivery, discontinuance, default in shipment by a supplier in whole or in part. loss in transit, labor strikes, labor shortages, lockouts or other causes beyond Contractor's control.

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Materials: Except as otherwise set forth in a writing between Owner(s) and Contractor, Contractor will provide necessary materials to complete the work per the work description and specifications. Contractor shall not be responsible for an exact match of any materials, including but not limited to, roofing, siding, metal work, and shingle shading. Owner understands and acknowledges that unless otherwise agreed to in writing, all materials provided by Contractor are the property of Contractor and any unused materials as of the completion of the work will be retained by Contractor and removed from Owner(s) property.

Safety: In order to comply with OSHA regulations regarding mandatory fall protection & safety procedures, safety equipment may be installed prior to work beginning and

Safety: In order to comply with OSHA regulations regarding mandatory fall protection & safety procedures, safety equipment may be installed prior to work beginning and removed upon project completion. If powerlines are too close to the work area Contractor will contact the power company to, at the power company's discretion, either have the power lines covered with protective equipment or shut off while Contractor is performing work. Any costs and fees associated with power company's services shall be the responsibility of Owner(s). Contractor will endeavor to minimize any charges or inconveniences. Our main concern is the safety of our employees and we will take all/any precautions deemed necessary.

Owner Responsibilities: Owner(s) warrants to Contractor that he/she/they is the legal owner of the property. Owner(s) agrees to provide to Contractor electric power and water for construction purposes at no charge to Contractor. Owner(s) shall make himself/herself available during work for clarification of specifications, approval of additional work and to provide adequate access to the property as may be required. Owner(s) acknowledges that the removal of permanently attached building materials often disturbs and vibrates the existing property. The noise, debris, and vibration generated from the work may cause inconvenience to Owner(s) and changes to Owner(s) property including but not limited to: interior wall cracks, flaking of wall paint, debris falling into attic, dust, disturbance to shrubbery and lawns, small divots or ruts in yard from equipment such as Equipter, small divots in the driveway from equipment such as roll-off containers and dump truck. As a precaution, Owner(s) shall remove from walls or ceilings items such as, but not limited to, chandeliers, paintings, pictures and any breakables. Owner(s) shall remove or move at least 10' away from work area any outdoor furniture, grills, planters, etc. Contractor shall not be responsible for any of the aforementioned property damage or for any inconvenience experienced by Owner(s) as a normal consequence of the work.

Building Permits: If permit is required, this will be the "Randy Palmeri and Son(s)" responsibility to obtain from your city or township.

Contractor Workmanship Warranty: Contractor warrants its workmanship against defects in the workmanship only for the period set forth in this Agreement from the date of completion of the work. However, said warranty shall be null and void under the following circumstances: (1) if Owner(s) fails to pay any sum owed to Contractor under this Agreement and any applicable change orders no warranty will be provided; (2) if Owner(s) fails to provide written notice to Contractor within ten (10) days of discovering any defect in Contractor's workmanship; (3) if Owner(s) permits any third party to alter or repair any of the work performed by Contractor in any way; (4) if defect is the result of Owner(s) failure to properly maintain and clean gutters at least twice per year; or (5) if defect is the result of Owner(s) failure to provide normal and routine care and maintenance as to the work. Contractor does not warrant the labor of items such as caulking materials, sealant, reflective coatings, painted surfaces, or metal materials.

Material Warranty: Contractor does not warrant the materials used to complete the Work. Material warranty shall be limited to manufacturer's warranty of materials according to the terms and conditions of said manufacturer warranty. In addition, Contractor does not warrant the material of items such as, but not limited to, caulking materials, sealant, reflective coatings, painted surfaces, metal materials, or the possible failure of these items.

Limitation of Liability: Owner(s) acknowledges that at no time shall Contractor's liability exceed the total amount charged for the work performed under this Agreement. Contractor shall not be liable for any defects which are characteristic to the particular materials such as cracks, splits, and shrinkage or warping of wood or lumber, etc.

Owner Insurance: Owner(s) agrees to carry homeowner's insurance covering fire, theft, storm, and damage to the property including, but not limited to, landscaping, trees, shrubs, driveways and walkways in sufficient amounts to cover the work and materials under construction by the Contractor and agrees to compensate the Contractor for losses sustained by these conditions. Contractor shall, in amounts and with carriers subject to Contractor's sole discretion, provide workers' compensation and liability coverage for the Work.

Contractor Insurance: Contractor agrees to maintain liability insurance covering personal injury in an amount not less than \$50,000 and insurance covering property damage caused by its work in an amount not less than \$50,000.

Escalation clause for Specified Building Materials: The contract price for this project has been calculated based on the current prices for the component building materials. However, the market for the building materials is considered to be volatile, and sudden price increases could occur. Contractor will use our best efforts to obtain the lowest possible prices from available building material suppliers. In the event there should be an increase in the prices of the building materials that are purchased after execution of the contract, the Owner agrees to pay the cost increase. Contractor will notify the Owner of any material increases before a purchase is made.

Service Calls: Service calls requested by the Owner shall be included in the written workmanship warranty only if the call for service is a warranted service call. On service calls where it is deemed by the Contractor to be a non-warranted item, the Owner will be charged for the service call or Work performed at Contractor's established rates.

Cancellation: The Owner(s) may cancel this transaction at any time prior to midnight of the third business day after the date of this acceptance. See the included Notice of Cancellation form for an explanation of this right.

Customer Name (Print)	Customer Name (Print)	Randy Palmeri Rep Name (Print)
Date	Date	Date
Customer Signature	Customer Signature	Rep Signature

\$26.6E2.00	Sub Total	
\$26,652.00		
\$26,652.00	Total	