Budgeting Scope

02/20/2023

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Nita Herold Naugle
The Town of Oak Creek Museum
129 West Main Street
Oak Creek, CO 80467
(970) 736-8245

Job: Nita Herold Naugle

Non roof scope

	Qty	Unit	Per Unit Charge	Price
Redo damaged wiring if necessary Scope to be discussed	1.00	HR	$285.71	$285.71
Reinstall fire detector Assuming 1? Assuming non electrical or existing circuit	1.00	EA	$50.00	$50.00
Repair stucco damage on NW corner (patch blocks only + new stucco)	100.00	SF	$25.71	$2,571.43
6" K Gutters on North of Museum with 3x4 downspout	35.00	LF	$11.43	$400.05
Check drainage of pipe Fixes not know until investigation complete	1.00	EA	$71.43	$71.43
Paint Building with Elastomeric Assumes max of two colors	2550.00	SF	$2.86	$7,285.72
Move Fixed Jail from and to Wall - Labor	1.00	EA	$857.14	$857.14
Take care of rust and damage from water, Paint Jail	1.00	EA	$492.86	$492.86
Repair to ceiling in back Gallery (new drywall, Repaint entire room.)	1400.00	SF	$3.21	$4,500.00
Repair of flooring (sand and repaint, Jail area)	540.00	SF	$4.29	$2,314.29
Repair of two floor holes	2.00	EA	$214.29	$428.57
Additional bat insulation R19 in North room This insulation will add R19 to the R24 on roof for a combined R43 for the jail area	540.00	SF	$2.86	$1,544.40
Move and replace contents in grand room and store in back rooms	1.00	EA	$1,285.71	$1,285.71
Refinish floors in grand room	1000.00	SF	$9.86	$9,857.14

Paint all surfaces in each office	3.00	EA	$998.57	$2,995.72
Replace 1 drywall board in basement	1.00	BD	$298.57	$298.57
primer all walls and ceiling of basement spray mold killer prior to paint	1.00	EA	$1,998.58	$1,998.58
Replace water main after pressure meter to crawl space (Pex A)	1.00	EA	$785.72	$785.72
Reinstall Lights, Heaters, Exit signs as needed All Material by others Price per each	1.00	EA	$42.86	$42.86
Office carpeting (2 offices) with Shaw loom	172.00	SF	$10.00	$1,720.00
Heat tape added to gutter RADIANT SOLUTIONS HeatTapePro 75ft	1.00	EA	$642.86	$642.86
Paint hallway and middle gallery	1162.00	SF	$1.86	$2,161.32
Paint main room	1449.00	SF	$1.86	$2,695.14
NDL warranty for roof 20 yr material, workmanship 5 years for roof, 1yr on workmanship other areas.	1.00	EA	$0.00	$0.00
Carpet in middle gallery+ hall. Shaw loom	342.00	SF	$6.43	$2,199.06
8500 sq. ft. Commercial Grade Dehumidifiers with Pump Includes install of drain to pipe Internet #322520978 Model #OL-RA0811-04	1.00	EA	$1,142.86	$1,142.86
Mask off sign for others to paint	1.00	EA	$171.43	$171.43
				$48,798.57

Tracks and Trails Museum Roof Replacement

Includes Decking and Insulation (R28)

	Qty	Unit	Per Unit Charge	Price
Mule Hide TPO Sheet - .060 - 10'x100'	3.00	RL	$1,526.17	$4,578.51
4" Poly ISO Board R-23.5	58.00	EA	$73.88	$4,285.04
Mule Hide TPO Bonding Adhesive - Solvent Based (5 gal)	6.00	EA	$288.92	$1,733.52
Mule Hide TPO Pipe Boot - 3/4"-8"	0.00	EA		$0.00
Mulehide Drill Point Fastener - 1 5/8" (1000 Cnt)	1.00	BX	$176.65	$176.65
Mule Hide Tape Primer (1 Gal)	2.00	EA	$79.10	$158.20
Mule Hide TB75 Termination Bar (10')	24.00	EA	$11.65	$279.60
Mulehide Weathered Membrane Cleaner (1 Gal)	2.00	EA	$63.32	$126.64
Mule Hide TPO RUSS - Pressure Sensitive - 10"x100' - White	2.00	RL	$741.02	$1,482.04
Mulehide Water Cut-Off Mastic (11 oz)	12.00	EA	$17.48	$209.76
Mule Hide TPO Cut Edge Sealant - Clear	3.00	EA	$44.88	$134.64
Mule Hide Helix Low Rise Adhesive Dual Cartidge (4/C) Item is per layer of roofing	3.00	BX	$643.32	$1,929.96
Mule Hide TPO Flashing - 24"x50'	1.00	RL	$864.07	$864.07
Galvalume Insulation Plate - 3" (100/bx)	2.00	BX	$56.65	$113.30

Reclaimed White T-Shirt Rags (8 lb)	1.00	BX	$36.13	$36.13
Install TPO Roof	19.00	SQ	$433.33	$8,233.27
ABC Delivery Charge	1.00	EA	$1,000.00	$1,000.00
Permit Fee- TBD	1.00	EA	$1,000.00	$1,000.00
7/16"x4'x8' OSB	1897.00	SF	$1.11	$2,098.80
Install 7/16" OSB	59.00	EA	$16.67	$983.53
Joist sister with LVL (qty based upon engineering report...looks like 3)	3.00	EA	$1,107.14	$3,321.43
Mule-Hide 1/4 Tapered ISO - X - 4'x4'	200.00	SF	$1.39	$278.46
Mule-Hide 1/4 Tapered ISO - Y - 4'x4'	200.00	SF	$2.79	$557.05
Mule-Hide 1/2 Tapered ISO - Q - 4'x4'	200.00	SF	$2.38	$476.45
Engineering for roof structure (unverified)	1.00	EA	$2,500.00	$2,500.00
				$36,557.05

Other Section

	Qty	Unit	Per Unit Charge	Price
Debris Removal 2 dumpsters	2.00	EA	$714.29	$1,428.57
Lodging 10 day project	10.00	EA	$428.57	$4,285.70
Permits TBD - At Cost	1.00	EA	$0.00	$0.00
				$5,714.27

TOTAL	$91,069.89

Starting at **$910/month** with Acorn FINANCE • APPLY

ADDITIONAL TERMS AND CONDITIONS OF CONTRACT

- **Cancellation:** Owner may cancel this Proposal and Contract ("Contract") and receive a full refund of any deposit by providing written notice to Elite Construction ("EC") at the address provided in this Contract, which notice must be received within 72 hours of execution of the Contract. Written notice may be provided by hand delivery, by FedEx, U.S. Mail, or facsimile transmission. Thereafter if Owner cancels this Contract prior to commencement of the work, Owner shall pay EC thirty percent (30%) of the Contract price or $1,000, whichever is greater, as reasonable and just compensation for the company's services. This Contract shall commence upon the first work performed by EC following execution by Owner. If Owner cancels this Contract after commencement of work Owner will pay, in addition to the above amount, the cost of materials, labor and EC's associated profit for work completed at the time of such cancellation.

- **Contract Price:** The Contract price will be equal to prevailing wages and material costs as determined by Market Rates and as agreed to by EC and the Owner or the price set forth on the front of the Contract, whichever is greater. Owner and EC agree that the Contract price shall also include permit costs, upgrades requested by Owner, compliance costs associated with local municipal building codes or safety requirements, and any additional or unforeseen repairs discovered after commencement of the work. Owner understands that these additional costs will be added to the Contract price set forth on the front of this Contract.

- **If insurance is involved:**

This Contract shall commence upon execution by Owner and initial communication with Owner's insurance company, if applicable.

Contract Price. The Contract price will be equal to prevailing wages and material costs as determined by Xactimate, or the price set forth on the front of the Contract, whichever is greater. Owner and Elite Construction agree that the Contract price shall also include permit costs, upgrades requested by Owner, compliance costs associated with local municipal building codes or safety requirements, and any additional or unforeseen repairs discovered after commencement of the work.

Owner understands that these additional costs will be added to the Contract price set forth on the front of this Contract. Services. Elite Construction agrees to provide the following services pursuant to this Contract: i) communicate directly with Owner's insurance company, if applicable, ii) locate a licensed contractor to supply materials and labor to perform the work identified herein, which contractor shall be covered by general liability insurance, and ii) coordinate with the Owner and contractor regarding scheduling, code requirements, measurements, etc.

Overhead and Profit. Owner and Elite Construction agree that Elite Construction as a licensed General Contractor shall be entitled to compensation in the amount of 10% of the Contract price for overhead, as well as compensation in the amount of 10% of the Contract price for profit. Owner agrees to work with Elite Construction in good faith to ensure full payment of Owner's claim by Owner's insurance company. However, should Owner's insurance company unreasonably*** deny Owner's claim or unreasonably delay payment of Owner's claim, Elite Construction shall be entitled to recover overhead and profit in the amount of 20% of the Contract price for overhead and 20% of the Contract price for profit as reasonable and just compensation for the extra time and services required to perform the work stated herein. Should the work performed by Elite Construction not be paid by Owner's insurance company, and should Owner unreasonably interfere with Elite Construction's work or delay payment, Elite Construction shall be entitled to overhead and profit in the amount of 20% of the Contract price for overhead and 20% of the Contract price for profit as reasonable and just compensation for the extra time and services required to perform the work stated herein.

***As set forth herein, any denial or delay longer than thirty (30) days of statement of loss, shall be deemed unreasonable. Owner shall request Elite Construction be made an additional payee on all checks issued to Owner from the insurance company. If the work performed by Elite Construction herein is to be paid by Owner's insurance company, Owner shall not be obligated to make payment until such time that the insurance company unreasonably refuses to pay the claim or unreasonably delays payment of the claim. Should Owner receive payment from the insurance company and thereafter fail to pay amounts owed under this Contract, Elite Construction shall be entitled to recover treble damages from Owner as allowed by CRS§18.4.405 as well as its costs and attorneys' fees.

- **Services:** EC agrees to provide the following services pursuant to this Contract: i) locate and coordinate a skilled contractor to supply materials and labor to perform the work identified herein. Confirm the contractor is covered by general liability insurance, and ii) coordinate with the Owner and contractor regarding scheduling, code requirements, measurements, etc.

- **Change Orders:** All change orders will be agreed in writing prior to work commencement. Work not documented will not be charged. Payment is due upon agreement to change order unless otherwise specified on change order documentation.

- **Overhead and Profit:** The Contract price includes dollars for profit as reasonable and just compensation for the time and services required to perform the work stated herein. Should Owner unreasonably interfere with EC's work or delay payment, EC shall be entitled to overhead and profit in the amount of 20% of the Contract price for overhead and 20% of the Contract price for profit as reasonable and just compensation for the extra time and services required to perform the work stated herein. As set forth herein, any denial or delay longer than thirty (30) days shall be deemed unreasonable.

- **Owner's Responsibilities:** Owner shall make all payments to EC required by this Contract. Owner shall obtain all consents and approvals required by any architectural review committee, homeowners association or similar entity regarding repairs and/or improvements to be constructed on the Property. Owner agrees to promptly specify any objections to any work performed pursuant to this Contract and its failure to do so shall constitute an acceptance of the work. Owner shall remove or protect all of Owner's existing items of property, including, without limitation, shrubs and flowers, at the Property that could be affected by the work contemplated herein. Neither EC nor its contractor shall be responsible for previous damaged driveways, sidewalks, walks, lawns, trees, shrubs, flower beds and items of personal property. Contractor will do their best to protect all work related areas. Owner further agrees to be available in person or by telephone between the hours of 7 a.m. and 6 p.m. in order to discuss the status of the project with EC.

- **Scheduling:** Owner agrees to cooperate with EC in the scheduling and performance of this Contract. Owner agrees to adhere to and follow EC's reasonable directions and requests regarding scheduling. EC and its contractor shall not be responsible for any delays caused by circumstances and events outside of their control, including but not limited to changes to the scope of work requested by Owner, other acts or omissions by Owner, prohibitive weather, fire or casualty loss, non-availability of labor or materials, delays caused by a governmental entity's failure to issue permits, accidents, and other events beyond the Builder's reasonable control.

- **Indemnity:** Owner shall indemnify EC and its contractor from all claims, damages, losses, suits, judgments and expenses, including reasonable legal fees and costs, caused by Owners failure to properly maintain safe access to the Property, as well as Owners failure to insure against fire or other casualty causing loss or damage prior to final payment.

- **Payment:** Owner shall make a down payment to EC of 50% of contract total at contract signing, 40% at substantial completion and 10% at punch walk completion
- Payment if Insurance is involved: ACV and deductible are due at contract signing. RCV is due at substantial completion of work.

- **Collection and Interest:** Owner agrees that EC shall be entitled to collect interest at the rate of 1.5% per month on all amounts due and owing. Owner shall be liable for payment even if the delay or failure to pay is caused by the acts, or failure to act, by any 3rd party. Owner acknowledges and agrees that such payments are due even in the absence of government inspections. Owner understands that mechanics' liens may be placed on the Property until the Contract price is paid in full. As such, Owner waives the benefit of any applicable homestead exemption pursuant to C.R.S. § 38-41-101 *et seq.* Owner agrees to reimburse EC for all reasonable costs incurred in enforcing the terms of this Contract, regardless of whether suit is commenced, including but not limited to reasonable attorneys' fees, cost of suit, cost of investigation, depositions, and discovery, and expert witness fees.
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- **Termination:** EC shall be entitled to terminate this Contract in the event that Owner fails to perform any of its obligations set forth herein. EC will be entitled to payment in the amount of 30% of the Contract price as reasonable and just compensation for the company's services. EC will be entitled to additional payment in the amount of its cost for materials and labor, and for its associated overhead and profit for work completed at the time of such termination. EC shall be entitled to retain any amounts previously paid by Owner, and shall be entitled to recover payment from Owner as set forth above.

- **Warranty:** EC will ensure that the work set forth herein is performed by a licensed, professional contractor. The contractor warrants its work in accordance with its standard policies and warranties, a copy of which will be provided to Owner, subject to any conditions or limitations communicated by the Contractor, at job completion. Material will be warranted as set forth in the manufacturer's standard warranties. **OWNER ACKNOWLEDGES AND AGREES THAT NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ARE MADE BY EC CONCERNING THE NATURE, CONDITION OR CONSTRUCTION OF THE IMPROVEMENTS OR THE SUITABILITY OF THE PROPERTY FOR THE CONSTRUCTION OF THE IMPROVEMENTS DESCRIBED HEREIN; ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED BY EC AND WAIVED BY OWNER TO THE FULLEST EXTENT ALLOWED BY LAW, INCLUDING BUT NOT LIMITED TO ANY AND ALL EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY, SUITABILITY, CONDITION, FITNESS FOR A PARTICULAR PURPOSE, OR WORKMANSHIP, UNLESS NOTED ON THE FRONT OF THIS CONTRACT. IE: WORKMANSHIP WARRANTY.**

- **Limitation of Liability: THE SERVICES AND MATERIALS PROVIDED BY EC OR CAUSED TO BE PROVIDED BY EC ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EXCEPT FOR SUCH WARRANTIES AS ARE SPECIFICALLY PROVIDED BY THE CONTRACTOR AND MANUFACTURER. THE CONTRACTOR AND MATERIAL SUPPLIERS PROVIDING SERVICES HEREUNDER ARE INDEPENDENT CONTRACTORS AND NOT AGENTS OR EMPLOYEES OF EC. AS SUCH, EC IS NOT LIABLE FOR THEIR ACTS, OMISSIONS, REPRESENTATIONS, WARRANTIES, BREACHES, OR NEGLIGENCE, OR FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGE OR EXPENSE RESULTING THEREFROM. IN NO EVENT SHALL EC BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THE REPRESENTATIONS, SERVICES, OR MATERIALS PROVIDED BY CONTRACTOR OR MANUFACTURER, WHETHER BASED UPON A THEORY OF NEGLIGENCE, CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE.** If despite the limitation above, EC is found liable for such loss or damages, then the liability of EC or its affiliates will not exceed, in the aggregate, the amounts paid to EC. This limitation of liability reflects the parties' agreement as to the allocation of risk and inures to the benefit EC.

- **Default:** Owner agrees that in the event it shall be in default in the payment of the purchase price when due, or if bankruptcy, receivership, assignment for the benefit of creditors or other insolvency proceedings are commenced by or against it, Owner shall be immediately indebted to, and hereby agrees to pay, EC the entire balance due hereunder. Further, EC may, in its sole discretion, terminate this Contract or insist on additional terms to provide it with reasonable assurance that Customer is able to timely perform its obligations under this Contract.

- **No Waiver:** Any failure by EC to insist upon Owner's strict performance of the terms of this Contract shall not be construed as a waiver of any of EC's rights under this Contract.

- **Partial Invalidity:** The unenforceability or invalidity of any term of this Contract shall not impair or modify any other term of this Contract.

- **Miscellaneous:** Colorado law shall govern the interpretation of this Contract. Owner acknowledges that he/she has the authority to execute this Contract and that this Contract represents the parties' entire agreement. Owner further acknowledges that he/she has not relied upon any representations, promises, or assurances by EC other than those set forth herein. Owner agrees to release to EC all insurance statements of loss so that EC can determine the correct project scope/assignments. Owner also agrees to accept representation from a public or independent adjuster if deemed necessary by EC. Any pricing discrepancies with the insurance company shall be subject to the Colorado Division of Insurance guidelines for appraisal and/or the appraisal process set forth in Owner's insurance policy, as well as any arbitration clause regarding the differences in scopes of work, and can by facilitated by EC pursuant to this Contract. Owner agrees that EC shall participate on its behalf in any appraisal and/or arbitration process.

Owner's Initials _____

Company Authorized Signature

Date

Customer Signature

Date

Customer Signature

Date