

**AGREEMENT FOR CONSTRUCTION SERVICES
(Yamhill County and JK Paint and Contracting, LLC)**

THIS AGREEMENT is made effective the last date set forth adjacent to the signatures of the parties below between **Yamhill County**, a political subdivision of the State of Oregon, (referred to as Owner in this Agreement) and **JK Paint and Contracting, LLC**, an Oregon limited liability company, located at 2401 E. Hancock, Suite B1, Newberg, Oregon 97132, Federal Tax Identification Number 35-2530795 (referred to as "Contractor" in this Agreement) for the project known as YAMHILL COUNTY COURTHOUSE PAINTING PROJECT (referred to in this Agreement as the "Project").

STATEMENT OF PURPOSE AND IDENTIFICATION OF CONTRACT DOCUMENTS

A. Owner has budgeted funds to perform the Project. Owner conducted a competitive quote process to select a vendor to complete the Project. Contractor's quote was deemed by Owner to best serve Owner's interests and is acceptable to Owner. This Agreement is made to specify the mutual obligations of Owner and Contractor for completion of the Project.

B. This Agreement includes by reference the following Contract Documents that are part of the Project:

- (A) Contractor's Proposal
- (B) Addenda (if any)
- (C) Performance and Payment Bond (if any)
- (D) Notice of Intent to Award
- (E) This Agreement
- (F) Agreement Amendments (if any)
- (G) Insurance Certificates
- (H) Notice to Proceed
- (I) Change Orders (if any)
- (J) Notice of Substantial Completion or Project Acceptance
- (K) Warranty Period

AGREEMENT: In consideration of the mutual covenants contained below, Owner and Contractor hereby agree as follows:

1. **Scope of work and services; filing of payment and performance bond.** The Contractor will commence and complete the construction of the Project in strict accordance with the Contract Documents identified above. Contractor hereby agrees to furnish the labor, materials, and supplies necessary to perform the Services described in Contractor's Proposal in a good and workmanlike manner. Contractor's proposal is attached hereto as Exhibit A, which is incorporated herein by this reference. Contractor's additional terms and conditions are attached hereto as Exhibit B, which is incorporated herein by this reference. The Contractor acknowledges receipt of all Contract Documents in existence at the date it executed this Agreement. Contractor represents to Owner that Contractor has made a reasonable inspection of the Project site(s) and is reasonably familiar with the Project site(s) conditions that might affect Contractor's performance if the Project pursuant to this Agreement. Services provided by Contractor under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar conditions. If required by Owner, the Contractor will file a suitable payment and performance bond before it commences Project work and services. In addition, if applicable, before commencing work, the successful proposer shall have a public works bond as described in ORS 279C.836 filed with the Construction Contractors Board and shall include a provision in any subcontract for the project that their subcontractor shall also have a public works bond filed with the Construction Contractors Board before they commence work.

2. **Agreement performed at Contractor's expense as Independent Contractor.** The Contractor will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the Project as described in the Contract Documents. The Contractor is an independent contractor under this Agreement.
3. **Commencement and completion date.** The Contractor will commence the work and services required by the Contract Documents upon Owner's issuance of a Notice to Proceed and will complete the same by no later than July 16th, 2021 unless the Contract Period is extended or otherwise modified by written notice or executed Change Order.
4. **Termination.** Owner may terminate this Agreement if the Contractor fails to comply with a material term of this Agreement or for any other reason considered to be in the public interest. If this Agreement is terminated, the Owner will pay for all work and services accepted by the Supervisor, as defined in Section 16, prior to termination.
5. **Penalty for failure to meet deadline.** The parties agree that Owner has a substantial interest in the timely completion of the Project and all work and services to be performed under this Agreement in accordance with the agreed upon schedule. However, the parties agree that the damages to be anticipated from the failure of Contractor to complete this Agreement in the specified time are uncertain and difficult to establish. The parties therefore desire to liquidate Owner's damages for Contractor's failure to complete the Project and all work and services on time. The parties therefore agree that the Contractor is liable for and shall pay as liquidated damages to Owner the sum of \$499.00 (equal to Contract Price times .005) per day for each calendar day to commence on the first calendar day after the required completion date under this Agreement and to continue after each and every calendar day until all work is satisfactorily completed as specified in the Contract Documents.
6. **Compensation.** The Contractor agrees to perform all of the work and services described in the Contract Documents and comply with the terms therein at the rates set forth in Contractor's responsive bid schedule for the fixed sum of \$99,861.00 unless the Contract Price is modified by executed Change Order. Payment shall be made in accordance with Contractor's proposal, submitted as part of contract document A, incorporated herein by this reference. Upon satisfactory completion of Project tasks the Contractor shall notify the Supervisor in writing that Contractor has completed performance under this Agreement and shall request payment of applicable retained amounts, if any. Upon receipt of written notice, Supervisor will review the Project work and services completed to date and if acceptable, Supervisor shall authorize payment of applicable retained amounts, if any.
7. **Prevailing wages; certified statement.** The Contractor hereby certifies, and it shall be a condition of the Payment and Performance Bond, as provided by ORS 279C.800 through 279C.870, that in performing this Agreement the Contractor will pay and cause to be paid and all subcontractors will pay and cause to be paid not less than the prevailing rate of wages as of the date of the Call for Bids, per hour, per day, and per week for and to each and every worker who may be employed in and about the performance of this Agreement. In the event the Contractor is obligated to abide by prevailing wage requirements imposed by federal law, the Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 3141 et seq). The Contractor shall file with the Owner certified statements as required under ORS 279C.845 with regard to payment of prevailing wages. Pursuant to ORS 279C.845(7) until Owner receives the certified statements, Owner shall retain 25% of any amount earned by the Contractor as required by law. Owner shall pay Contractor any retained amounts under this Section within 14 days of receipt of certified statements.
8. **Incorporation of statutory provisions required for public contracts.** The Contractor certifies it shall comply with all applicable Public Contract Laws to include ORS 279B.200 through 279B.240 and ORS 279C.500 through 279C.545 and 279C.580 (3) and (4). ORS 279B.200 through 279B.240 and ORS 279C.500 through 279C.545 and ORS 279C.580(3) and (4) are incorporated into this Agreement by reference.

9. **Workers' compensation.** The Contractor, its subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.

10. **BOLI fee.** In accordance with ORS 279C.825, as amended in 2009, the Owner shall pay a fee to the Bureau of Labor and Industries (BOLI), Wage and Hour Division, Rom 1160, Prevailing Wage Unit, 800 NE Oregon Street, #32, Portland, Oregon 97232. The fee is an amount equal to one-tenth of one percent (0.1 percent) of the Contract Price, with a minimum fee of \$250.00 and a maximum fee of \$7,500.00. The fee shall be paid at the time Owner enters into this Agreement. The fee shall be paid in accordance with the administrative rules of BOLI.

11. **Certification of compliance with laws.** The Contractor certifies, under penalty of perjury, that Contractor is not in violation of any federal, state or local tax laws, rules or regulations or any federal, state or local laws, rules, codes or regulations applicable to the Project and that Contractor shall remain in compliance with all such laws, codes, rules and regulations during the entire term of this Agreement. In addition, Contractor agrees that it has complied with the tax laws of the state of Oregon or a political subdivision of the state of Oregon, including ORS 305.620 and ORS Chapters 316, 317 and 318.

12. **Certification of reading and understanding of documents; Precedence.** The Contractor certifies it has read and fully understands all Contract Documents including Solicitation Documents and terms and conditions. The Contractor understands and acknowledges that in signing this Agreement the Contractor waives all rights to plead any misunderstandings regarding the same. In the event of a discrepancy or inconsistency between any Contract Document, including this Agreement, this Agreement shall take precedence.

13. **Payment.** The Owner agrees to pay the Contractor in the manner and at such times as set forth in the Contractor's proposal such amounts as required by the Agreement, unless otherwise modified by written notice or executed Change Order.

14. **Warranty Period.** Where the warranty period is not otherwise stated in the General Conditions or Contractor's proposal, the warranty period is 365 days commencing upon the date Project Acceptance is issued by Owner. Contractor will repair any substantial defect arising during the warranty period without any labor charge to the Owner.

15. **Public Works Bond.** Before commencing work, the Contractor shall have a public works bond as described in ORS 279C.836 filed with the Construction Contractors Board. Contractor shall include a provision in any subcontract for the Project that the subcontractor shall have a public works bond filed with the Construction Contractors Board before commencing work.

16. **Status of the Project Supervisor.** Joe Moore, Facility Manager, is the Project Supervisor (the "Supervisor"). The Supervisor or his designee shall perform technical inspections of work and services and shall have authority to stop the work or services whenever such stoppage shall be necessary to insure proper execution of the Agreement. The Supervisor or his designee may reject all work and materials that do not conform to the Agreement and shall decide questions that arise in the execution of the Project work or services. The Supervisor has authority to reject or accept the Project work or services.

17. **Liens.** Contractor will not permit any labor or material liens to be filed against the real property of the Project by reason of the actions of Contractor's subcontractors or suppliers. To the extent of payment from Owner, Contractor shall keep all obligations, including payments for labor and materials current and will hold harmless and indemnify Owner from any and all claims by its suppliers and subcontractors of any tier. Contractor will remove the property debris and surplus materials created by the Project Work and maintain an orderly and broom clean condition. Contractor shall provide the Owner with material invoices and other substantiation that may be necessary for the Owner to apply for and obtain credits, tax rebates and incentives related to the Work.

18. **Prohibition of Discrimination.** In hiring employees for performance of work under this Agreement neither Contractor, any subcontractor or any other person acting on their behalf shall by reason of race, religion, age, color, creed, physical handicap or sex discriminate against a person who is qualified and available to perform work or services to which employment relates.

19. **Risk of Loss.** The risk of loss or damage to the subject matter of this Agreement arising from any cause whatsoever, including acts of God, shall be upon the Contractor until such time as the Owner has accepted the work and services as provided in this Agreement.

20. **Indemnification.** Contractor shall indemnify, defend and save harmless Owner from and against any suits, actions, legal or administrative proceedings, demands, claims, liabilities, fines, penalties, losses, injuries, damages, expenses or costs, including interest and attorney fees, in any way connected with any injury to any person or damage to any property occasioned in any way by Contractor's or Contractor's subcontractors' prosecution of work or services under this Agreement.

21. **Insurance.** Contractor, at its expense, shall obtain the following insurance coverage and keep them in effect during the entire term of this Agreement:

1. Workers Compensation Insurance in compliance with statutory requirements;
2. Comprehensive General Liability Insurance (including contractual liability and completed operations coverage) on an occurrence basis, with not less than \$2,000,000 per occurrence for bodily injury and property damage liability, with an annual aggregate limit of \$3,000,000;
3. Professional Liability Insurance, including Errors and Omissions coverage, with a per occurrence and aggregate limit of not less than \$1,000,000, to protect against all loss suffered by Owner or third parties, including financial and consequential loss, caused by error, omission, or negligent acts related to the Project work or services provided under the Agreement.
4. Commercial Automobile Liability Insurance, with a combined single limit, or the equivalent of not less than \$1,000,000 per occurrence, for bodily injury and property damage with respect to Contractor's vehicles, whether owned, hired, or non-owned, assigned to, or used by Contractor in connection with the services provided under the Agreement;

The required insurance coverages shall be (i) with insurance companies admitted to do business in the state of Oregon and rated A or better by Best's Insurance Rating, and (ii) acceptable to Owner. Evidence of such insurance will be furnished to Owner before commencing Project work or services. The certificates of insurance shall indicate (a) the types of insurance coverage, (b) the identity of all persons or entities covered, (c) the amounts of insurance coverage, and (d) the period of insurance coverage. Any required insurance coverage shall provide that it may not be canceled except after at least 30 days written notice to Owner.

The Commercial General Liability and Commercial Automobile Liability shall (i) name Owner, its directors, officers, and employees, as additional insureds, (ii) provide that it is primary insurance with respect to the interests of Owner and that any insurance maintained by Owner is excess and not contributory, and (iii) include a cross-liability and severability of interest clause and a waiver of subrogation clause.

22. **Nonwaiver.** No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative, that is, in addition to every other remedy provided therein or by law. The failure of Owner to enforce at any time any of the terms of this Agreement, or to exercise any option which is provided, or to require at any time performance by Contractor of any of the provisions, shall in no way be construed to be a waiver of such provisions, nor in any way to affect the validity of any part of this Agreement, or the right of Owner to thereafter enforce each and every provision.

23. **Contractor's Representation.** Contractor, by entering into this Agreement, represents that its bid for this Project is made without connection with any person, firm or corporation making or refraining from making a bid for the same or similar project and was in all respects fair and without collusion or fraud.

24. **Severability.** Should any clause or section of this Agreement be declared by court to be void or voidable, the remainder of this Agreement shall remain in full force and effect.

25. **Dispute resolution through mediation and arbitration.** Any dispute between the parties to this Agreement shall be resolved according to the following process:

(a) The parties first shall submit to mediation of the dispute to be conducted by a mutually acceptable mediator. If the parties cannot agree on a mediator, they shall request a mediator to be appointed by the U.S. Mediation and Arbitration service, or a similar mediation and arbitration service, in Portland, Oregon. The mediator's charges and expenses shall be borne equally by the parties. All other expenses, including attorney fees and costs, shall be borne exclusively by the party requiring the service or for which payment is to be made.

(b) If the dispute is not resolved in mediation, the parties shall then submit the dispute to binding arbitration. Arbitration shall be conducted in accordance with the rules set forth in the Oregon International Commercial Arbitration and Conciliation Act, ORS 36.450 to 36.558, 2007 replacement part. The decision of the arbitrator shall be final and binding on the parties. The party that does not prevail, as determined by the arbitrator, shall pay the arbitrator's fees and expenses in arbitration. All other expenses, including attorney fees and costs, shall be borne exclusively by the party requiring the service or for which payment is to be made.

26. **Attorney fees and costs.** Except as provided in Section 25(b), in the event that either party to this Agreement shall take any action, judicial or otherwise, to enforce or interpret any of the terms of this Agreement, each party shall be wholly responsible for its own expenses which it may incur in taking such action, including costs and attorney fees, whether incurred in a suit or action or appeal from a judgment or decree therein or in connection with any nonjudicial action.

27. **Applicable laws.** This Agreement is executed in the State of Oregon and is subject to Oregon law and jurisdiction in Yamhill County.

28. **Subcontractors bound.** Contractor covenants and agrees to bind any and all Subcontractor(s) for performance of work under this Agreement. Any reference to Contractor shall include any and all Subcontractor(s) ad infinitum.

29. **Written changes required.** The rights and duties under this Agreement shall not be modified, delegated, transferred, or assigned, except upon written signed consent of both parties.

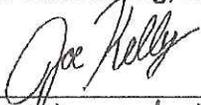
30. **Successors bound.** This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

THIS AGREEMENT AND THE CONTRACT DOCUMENTS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE IN TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY FOR THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS OR REPRESENTATIONS, ORAL OR WRITTEN NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. THE CONTRACTOR, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE

HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed on the date indicated by their duly authorized officials, this Agreement in duplicate, each of which shall be deemed an original on the date executed by all parties.

JK Paint and Contracting, LLC

By: 
(signature)
Date: 4/1/2021

Joe Kelly
(printed name)

Title: Owner

Fed. Tax I.D. No: 35-2530795

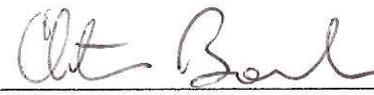
Contractor
Registration No: Oregon CCB# 206515

YAMHILL COUNTY, OREGON

By: 
Mary Starrett, Chair
Date: 4/8/2021


Ken Huffer, County Administrator
Date: 4/8/2021

APPROVED AS TO FORM

By: 
CHRISTIAN BOENISCH.
County Counsel

Accepted by Yamhill County
Board of Commissioners on
4/8/2021 by Board Order
21-122

Exhibit A
(see attached)

B.O. 21-122
Exhibit "A"
Pg 1034

Davis Kitchens

(503) 979-3463

davis@jkpaint.com

PO Box 1244, Newberg, OR 97132,
US

206515 206515



jkpaint.com

Moore, Joe - #67703

Date: 01/15/2021

Proposal Number: 67703

Joe Moore

(503) 434-7471

moorej@co.yamhill.or.us

Yamhill County Courthouse,
McMinnville, OR 97128

#1 GENERAL DESCRIPTION OF WORK

Thoroughly wash, prepare and paint the entire exterior of 535 NE 5th St, McMinnville, OR - Courthouse, Jailhouse/Juvenile Detention Center

2 Colors:

CA052 Barley - Body

CA037 Rice Paper - Trim

This cost proposal is based on understanding that all moveable items will be cleared away from walls at least 5'

This cost proposal includes prevailing wage

#2 PREPARATION

Listed below are the preparation steps that are necessary to complete the job correctly.

	Description	Notes
Include	Pressure Wash	Surfaces to be painted will be washed prior to painting.
Include	Containment	Drop clothes and/or heavy duty plastic will be laid in the work area to capture as much debris as possible.
Include	Scraping	Areas of failing paint will be scraped, removing the excess loose paint. *Ridge detail/marks will be apparent where failing paint was removed
Include	Peel-bond Priming	All areas that have been scraped and sanded will be primed using "PrimeRX Peel-bond Primer".
Include	Spot Priming	Using the appropriate primer, JK Paint will spot primer areas that are stained or where bare metal/stucco is exposed.
Include	Caulking	All weather exposed areas where existing caulk is stretched or failing will be professionally re-caulked. JK Paint will insert sufficient caulk into all exposed cracks, seams and gaps. *Caulking is not necessary on the eaves or ceilings. *Caulking is not necessary where flashing is present. *Caulking will be only be done on painted surfaces
Include	Masking & Covering	All areas not to be painted will be professionally masked and covered.

#3 SURFACE IDENTIFICATION

Below, All Exterior Surfaces to be painted are identified as "Included".
 All surfaces will be painted two coats entirely with guaranteed coverage and no light spots or drips

	Description	Notes
Include	Courthouse	-All stucco siding and retaining walls -All currently painted man doors (exterior only) -All currently painted railings and walkways -Exterior of breezeway/exterior ceiling
Include	Jailhouse/Juvenile Detention Center	-All siding and overhangs -All currently painted man doors (exterior only) -All currently painted railings and walkways -Metal grids near Fallout Shelter
Exclude	Floors	no floors included in this cost proposal
Exclude	Unpainted metal surfaces	not included in this cost proposal

#4 MATERIALS INCLUDED

JK Paint & Contracting will pay for and provide all materials necessary to complete the Work as outlined in this document.

	Description	Notes
Include	Rodda pFlex-tite	-Premium acrylic elastomeric primer/finish coating -Excellent durability and protection from elements of weather
Include	Rodda CoverCoat XL	-Premium 100% Acrylic Resin fortified -Exceptional mold and mildew resistance -Can be applied up to one hour prior to rain in temperatures as low as 40 degrees -Non elastomeric
Include	OSI Quad MAX Caulking	OSI Quad MAX is JK Paint's favorite caulking. It is a very durable construction sealant that adheres to a wide variety of surfaces. Quad Max is paint-able one hour after application.
Include	Prime RX Peel-Bonding Primer	PrimeRX Peel-Bonding Primer is a thick, pasty primer that is great for sealing uneven surfaces. PrimeRX adheres to almost every surface and is usable in a wide range of temperatures.

#5 CLEAN UP

Contractor will store materials and equipment at Customer's residence until completion of work or until asked to remove equipment from Customer's residence.

At the end of each day the job site will be cleaned and tools will be organized before leaving.

All masking and debris will be removed and disposed of by JK Paint at the end of the project.

Job site clean up will be completed to a broom / shop vacuum clean standard upon completion.

#6 PROJECT SCHEDULE

JK Paint will work consecutive business days (weather permitting).

Description	Notes
Estimated Project Duration	About two months
Estimated Project Start Date	Spring/Summer 2021
Project to completed by:	Spring/Summer 2021

#7 PAYMENT SCHEDULE

Cash or Check is preferred. Credit Cards can be accepted with an additional 3.5% processing fee. Checks should be written to "JK Paint" and mailed to JK Paint at PO Box 1244 Newberg, OR 97132.

Description	Notes
Progress Payments	20% every two weeks
Net-15	Final payment due no later than 15 days after project is completed

#8 PRICING OPTIONS

	Description	Notes
Include	Cost to thoroughly wash, prepare and paint entire exterior of 535 NE 5th St, McMinnville, OR using CoverCoat XL = \$99,861.00	All Labor & Materials Included CoverCoat 2 Year Warranty
Exclude	Cost to thoroughly wash, prepare and paint entire exterior of 535 NE 5th St, McMinnville, OR using CoverCoat XL = \$108,595.00	All Labor & Materials Included pHlex-tite 2 Year Warranty

X 

April 1st, 2021 8021-122
Exhibit "B"
Pg. 4 of 4

Exhibit B

ADDITIONAL EXPECTATIONS AND TERMS OF THIS AGREEMENT

Access:

Owner is responsible to provide access to the site along with water and electrical utilities unless otherwise agreed to in writing. The Owner is responsible to remove or protect any personal property and pets; for any mail and/or packages delivered during contracted Project; ensuring security / alarm companies are notified of and accommodate the Work throughout the Project. Owner shall be responsible for any final and professional cleaning.

Paint Colors:

Customer is responsible for selecting their own paint colors, sheens and providing the Contractor with their choices in writing before the scheduled start date.

If Contractor has not been provided with the paint colors/design details of the Work by the scheduled start date and Contractor is delayed. Contractor will be entitled to a \$250 trip charge at the discretion of Contractor.

Contractor is not responsible for the cost of exchanging paint if the Owner does not like the sheen or color selected. The paint sheen is listed in the proposal.

Contractor is not responsible if the customer believes that the paint color looks different on the painted surface compared to the paint chip.

If the Owner asks the Contractor to select a color, Contractor is not responsible if the Owner does not like the color.

If matching an existing color, Contractor does not guarantee the perfection of a match from old to new paint. Owner has the option to work on the match themselves prior to the start date.

Stain Colors / Application:

Stain is a product that penetrates wood. Therefore, Contractor does not guarantee a consistent finish. The look depends on the type of wood and the specific piece of wood that the stain is applied to.

Contractor does not guarantee that new stain will match old stain.

Contractor does not guarantee that when new stain is applied to wood, it will match the sample chip or paper sample of the stain color.

Contractor is not responsible for matching new stain color to existing wood, unless the upgrade option for the service is selected and paid for. We are professional applicators, not professional designers or stain mixers.

Weather:

Owner will not dictate the terms of how the Contractor completes the work.

Owner can not tell Contractor that they cannot work or paint because of potential or present precipitation.

Contractor will assume the responsibility to repair any paint that is affected by precipitation.

Surfaces:

Contractor is not responsible for the appearance of the surface being coated, unless it is outlined and described in the proposal.

B.O. 21-122
Exhibit "B"

For example: If there is a rough edge on the siding where the paint does not appear as smooth, this is not the fault of the Contractor.

Peeling Paint:

In areas where existing paint is peeling and/or flaking, it should be expected to notice some variances in the surface level between old paint to new paint.

Contractor is not stripping all old paint unless specifically outlined in the proposal. Contractor is agreeing to remove flaking and loose paint.

Contractor will not use wood putty or any other material attempting to recreate a flawless surface. Unless this service is already outlined in the proposal, it will justify a change for Extra Work if Owner wants to have surfaces smoothed using putty or like materials.

Repairs:

Contractor will perform repairs on all surfaces and/or areas listed specifically in the Proposal.

If additional rot or repair work is found, this will justify additional cost if the Owner wishes to proceed with the Extra Work.

Contractor is not responsible for repairing additional rotted areas that were not spotted at the time of the consultation. Contractor provides a free consultation, not a home inspection.

Customer does not have to proceed with repairing additional areas needing repair.

If patch repair and/or siding work is performed, it will likely be noticeable between the new to old materials. Contractor is not responsible for replacing additional old materials without cost of Extra Work agreed upon by Contractor and Owner.

Material Estimates:

Contractor will provide a firm cost Proposal to Owner. Contractor is not expected or required to provide Owner with actual number of materials purchased / used on the job.

Contractor will not provide discounts to Owner if less materials are used than expected.

Contractor will not add to the Price of the Agreement if more materials are used than expected.