



Proposal/Contract

Fichtner Services Central, Inc.
 8278 Urban Street, PO Box 115
 Odenton, MD 21113
 410-519-1900

Date: 4.2.20
 Customer Contact:
 EXPIRATION DATE:

TO: Gil Gildea
 RE Condos Burnside St.
 Eastport--

FOR: Siding 2 buildings
 306 Burnside

Email:

Phone Numbers: 443-745-6131

SALESPERSON	JOB	QUOTE TERMS	DUE DATE
Scott Geesey MHIC 88067	lvl 3 siding TO	Fixed Price	

The Work

The contractor agrees to execute the entire work described in the SCOPE OF WORK, outlined in the agreement to the Owner, except noted changes under addendums. The start of construction is subject to weather conditions and material / labor shortages. See further details under Conditions of Agreement on following pages.

Scope of Work to be performed

- ~Removal of existing siding and haul away all related debris
 - ~Install James Hardie HardieWrap Weather Barrier
 - ~Install Hardie Seam Tape, Pro-Flashing Tape and Flex Flashing Tape
 - ~Install white aluminum flashing details at openings, windows and doors
 - ~Install James Hardie Cement Siding with ColorPlus Finish. Smooth or Cedarmill
 - ~Install James Hardie HardieTrim at inside and outside corners
 - ~Install James Hardie 5/4x4" HardieTrim surrounding all windows and doors
 - ~Apply color matching Quad Max Caulk
 - ~Provide five (5) year workmanship warranty
 - ~Provide standard product warranty
 - ~Install Hardi soffit to Cantalever on building.
- This is for the 2 buildings. 5300sf of siding. No Trim other than Corners posts, and Window and Door trim.

For Hardi lap 7 inch reveal in Signature Colors \$73,600.00

For Hardi Panels with Fry Reg Let system paneling. \$99,000.00

Using Smooth Hardi 4x10 panels and Fry Reglet metal panel fasteners in the same color.

Brick Paint--apply 2 coats of Loxon XP (tintable) to brick on buildings (2). \$41,000.00

*Assumes no wood replacement needed, and acceptable sheathing to apply siding.

Proposal Prepared by:

Proposed Start Date:

Salesperson Signature: _____

Notes:

Bad wood \$80 per sheet plywood 1/2" OSB. \$7/lf 2x4 planking (or, 1"x6").

Acceptance of Proposal:

The specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined.

(print)

(signature)

(date)

THANK YOU FOR YOUR BUSINESS!

CONDITIONS OF AGREEMENT

1. **CONTRACT PRICE:** This is a base price for labor and materials, as indicated on the front of Page 1 of this Agreement. This price may rise due to unforeseen problems with the house or structure including, but not limited to, deteriorated sheathing and rafters. Fichtner Services Central, Inc. ("FSC") will attempt to discuss any changes in the Agreement with the Customer, however, Customer hereby agrees to and authorizes potential changes to the Agreement and Contract Price to allow work to proceed.
2. **SCHEDULE:** Substantial effort will be made to complete all work within a reasonable time, but FSC will not be held liable for situations that are not within the control of FSC, including but not limited to lead time on materials orders, Acts of God, strikes, weather, war, etc. Work will begin as soon as the cause of the delay is settled.
3. **FCS will not be responsible for items outside of FSC's control such as nail pops or cracks in drywall due to the vibration, items hung on walls, deteriorated rafters, mold growth, debris in attic and under skylights. FSC is not responsible for Utilities such as electrical, plumbing, HVAC lines and wires on walls or concealed improperly behind walls. All costs involved in Utility work or damage will be the responsibility of the Customer.**
4. **PAYMENT:** Unless otherwise specified, payment will be 1/3 down and 2/3 due upon completion of the work. All workmanship warranties and manufacturers' warranty documents will be in effect and provided AFTER full payment has been made. All workmanship warranties and manufacturers' warranties shall begin from the date of installation; however, no work related to workmanship warranties or manufacturers' warranty documents will be provided until AFTER full payment has been made and in no event shall any failure by Customer to make timely payment to FSC cause any warranty period to be lengthened or enlarged.
5. **CONCEALED CONDITIONS:** This Agreement is based solely on the observations FSC made concerning the structure in its condition at the time of FSC's proposal/bid. If concealed conditions (i.e. conditions that are not readily visible) are discovered once work has commenced, which are not addressed in FSC's proposal/bid, FSC attempt to contact the Customer to notify of the concealed conditions so that Customer and FSC can agree and authorize a Change Order for any additional work. If it is not possible to immediately discuss the concealed condition, the Customer hereby agrees to and authorizes potential changes to the Agreement and Contract Price in order to allow work to proceed.
6. **WARRANTY:** FSC warrants to the original Customer/Property Owner that has signed this Agreement, according to the conditions set forth in the Warranty provided in this Agreement, that the workmanship will be free from defects from the date of installation for a period of one (1) year OR from the date of installation for the period of time as set forth on page 1 of this Agreement. The Warranty provided under this Agreement is personal to the original Property Owner and is not assignable or transferrable unless otherwise specified herein.
7. **SOLE WARRANTY:** The Warranty provided within this Agreement is exclusive and replaces all other Warranties whether expresses or implied by law including the implied warranties of merchantability and fitness for a particular use or purpose. No representative, employee or agent of FSC, or any person, has the authority to assume for FSC any additional liability or responsibility in connection with the work except as described above. In no event, whether for breach of the warranty, negligence or for any other cause, will FSC be liable for consequential or incidental damages.
8. **REMEDIES AND LIMITATIONS OF LIABILITY:** FSC will repair any portion of the work containing installation defects within the warranty period, provided that FSC's maximum liability will not exceed original purchase price of the work. FSC will not be responsible for:
 - a) **failure, defects, damage, or loss resulting from subsequent alterations to the roof or siding from misuse, alterations or neglect, and leaks or seals associated with existing skylights unless they are replaced by FSC,**
 - b) **damage caused by lightning, gale force wind, hurricane, tornado, hailstorm, impact of foreign objects, or damage due to settlement, or any defect in or failure of material used as a roof or siding base over which the new material is applied unless supplied and installed by Fichtner Services, or damage by traffic on the roof,**
 - c) **Structural framing, or sheathing which causes slopes, dips, humps, waviness, etc. unless otherwise specified as part of the scope,**
 - d) **Any damages to the interior or exterior of any building or to any property contained therein, or**
 - e) **For any injuries or damages sustained by any person, or incidental, consequential or special damages of any kind.**
9. **NOTIFICATION OF CLAIMS:** Claims pursuant to the Warranty provided in this Agreement must be submitted in writing to FSC, P.O. Box 115, Odenton, MD 21113, within 30 days after discovery of alleged defects. FSC will, within a reasonable period of time, investigate the claim and if FSC determines that the alleged defect is covered by this warranty, FSC will resolve the complaint within 60 days after the actual receipt of claim by FSC. FSC will not be liable for unauthorized repair or replacement incurred prior to written acknowledgement being received by FSC and the allotted time period given to FSC for investigation and repairs to be made to the defective portion of the roof.
10. **MARYLAND HOME IMPROVEMENT- Notice for Homeowners:** Each contractor and each subcontractor must be licensed by the Maryland Home Improvement Commission. Anyone may ask the Commission about a contractor or subcontractor. The telephone number for the Maryland Home Improvement Commission is 410-230-6309 and 1-888-218-5925 and website is www.dllr.state.md.us/license/mhic/. The following protections are available to consumers through the Commission: 1. Formal mediation of disputes between homeowners and contractors is available through the Commission and 2. The Commission administers the Guaranty Fund, which may compensate homeowners for certain actual losses caused by acts or omissions of licensed contractors. Additionally, a homeowner may request that a contractor purchase a performance bond for additional protection against losses not covered by the Guaranty Fund.
11. **UTILITIES, SATELLITE DISHES AND ANTENNAS:** Customer agrees Fichtner Services is not responsible for disconnection or re-installing any power lines, electric meters, communication lines or boxes such as Verizon and Comcast, satellite dish or antenna as part of the process of the services that FSC provides. Customer is responsible for having their service provider disconnect and reinstall all such utilities or realign all satellite dishes and/or antenna equipment. FSC is also not responsible for concealed lines associated with such utilities or HVAC systems.
12. **Financing:** Payment plans and financing offered through third party: EnerBank USA. Details of the payment plans and/or financing are provided by EnerBank on approved credit.

NOTICE OF CANCELLATION

Date:

00/00/00

You may cancel the transaction, without any penalty or obligation, within three business days from the above date. If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the seller at your residence, in substantially the same condition as when received, any goods delivered to you under this contract or sale; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of your notice of cancellation, you may retain or dispose of the goods without any further obligations. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under this contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice to:

Fichtner Services Central, Inc.
P.O. Box 115
Odenton, MD 21113

No later than midnight of _____.
(date)

I hereby cancel this transaction.

(signature)

(date)