

Chris Morga Owner/Operator General Dual KB-2 ROC# 323359 License, Bonded and Insured P.O.Box 34688 Phoenix, AZ 85067 PH 602-561-8341

DATE: 4-8-2021 **JOB NO:**

	NAME						
	Northern Manor HOA						
BUYER/	PROJECT ADDRESS			CITY	STATE/ZIP	PHONE	
OWNER	3114 W Manzanita Dr			Phoenix	AZ		
				CITY	STATE/ZIP	PHONE	
				Contract Completion Date: TBD			
Date Of Plans	: NA	Architect:	NA	Engineer:	NA		

Work to be Performed: 24' x 6' Block Wall 4"x8"x16"

- -Demo existing fence and remove from premises.
- -Dig trench for new footer measuring 12" x 8" deep footing.
- -3 columns 12" wide x 18" deep and grouted.
- -#4 rebar reinforced along footer and pillars.
- -Build block fence with ladder wire and mortar at joints.
- -Stucco both sides of wall.
- -Return to paint with Navajo White.
- -48" gate with dead bolt, door knob and door hardware rekeyed to new lock.

Grand Total: \$3,950.00

16-foot walls would be \$600.00 less. (2-story homes)

*Anything not mentioned above is an additional charge.

*50% down and balance upon completion.

I.CHANGES IN THE WORK. Should the owner, construction lender, or any public body or inspector direct any modification or addition to the work covered by this contract, the contract price shall be adjusted accordingly.

Modification or addition to the work shall be executed only when both the Owner and the Contractor have signed a contract Change Order. The change in the contract price caused by such contract Change Order shall be as agreed to in writing, or if the parties are not in agreement as to the change in contract price, the Contractor's actual cost of all labor, equipment, subcontracts and materials. The Change Order may also increase the time within which the contract is to be completed.

Contractor shall promptly notify the Owner of (a) latent physical conditions at the site differing materially from those indicated in the contract, or (b) unknown physical conditions differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract. Owner as added work shall pay for any expenses incurred due to such conditions.

II.OWNER'S RESPONSIBILITIES. Owner agrees to allow and provide Contractor and equipment access to the property.

III.DELAYS. Contractor agrees to start and diligently pursue work through to completion, but shall not be responsible for delays for any of the following reasons: failure of the issuance of all necessary building permits within a reasonable length of time, funding of loans, disbursement of funds into funding control or escrow, acts of neglect or omission of Owner or Owner's employees or Owner's agent, acts of God, stormy or inclement weather, strikes, lockouts, boycotts, or other labor union activities, extra work ordered by Owner, acts of public enemy, riots or civil commotion, inability to secure material through regular recognized channels, imposition of Government priority or allocation of materials, failure of Owner to make payments when due, or delays caused by inspection or changes ordered by the inspectors of authorized governmental bodies, or for acts of independent contractors, or holidays, or other causes beyond Contractor's reasonable control.

IV.SUBCONTRACTS. The Contractor may subcontract portions of this work to properly licensed and qualified subcontractors.

V.TAXES AND ASSESSMENTS. Owner will pay for taxes and assessments of all descriptions.

VI.INSURANCE AND DEPOSITS. Contractor shall carry liability insurance to cover any damages to Owner's property resulting out of the acts of Contractor.

Owner and Contractor waive rights of subrogation against each other to the extent that any loss is covered by valid and collectible insurance. If the project is destroyed or damaged by accident, disaster, or calamity such as fire, storm, flood, landslide, subsidence or earthquake, owner as extra work shall pay for work done by Contractor in rebuilding or restoring the project.

VII.RIGHT TO STOP WORK. Contractor shall have the right to stop work if any payment shall not be made, when due, to Contractor under this Agreement; Contractor may keep the job idle until all payments due are received. Failure to make payment, within five (5) days of the due date, is a material breach of this Agreement and shall entitle contractor to cease any further work.

VIII.CLEAN UP. Contractor will remove from Owner's property debris and surplus material created by the operation and leave it in a neat and broom clean condition.

IX.COMPLIANCE WITH LAWS. In connection with the performance by Contractor of duties pursuant to this Agreement, Contractor shall obtain and pay for all permits and comply with all federal, state, county and local laws, ordinances and regulations.

X.ARBITRATION, VALIDITY AND DAMAGES. Any controversy or claim arising out of or related to this contract, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

XI.ASBESTOS AND HAZARDOUS WASTE. Unless the contract specifically calls for the removal, disturbance, or transportation of asbestos or other hazardous substances, the parties acknowledge that such work requires special procedures, precautions, and/or licenses. Therefore, unless the contract specifically calls for same, if Contractor encounters such substances, Contractor shall immediately stop work and allow the Owner to obtain a duly qualified asbestos and/or hazardous material contractor to perform the work or do the work at contractor's option. Said work shall be treated as an extra under the contract.

XII.ATTORNEY FEES. In the event legal action or arbitration instituted for the enforcement of any term or condition of this contract, the prevailing party shall be entitled to an award of reasonable attorneys fees in said action or arbitration, in addition to costs and reasonable expenses incurred in the prosecution or defense of said action or arbitration.

NOTE: This proposal may be withdrawn by us if not accepted within 60 days.

ACCEPTANCE OF PROPOSAL

	X	/20
	OWNER/BUYER SIGNATURE	DATE
	X	/20
CONTRACTOR SIGNATURE	OWNER/BUYER SIGNATURE	DATE

You are hereby authorized to return a formal contract between us to accomplish the work described in the above proposal, for which the undersigned agrees to pay the amount stated in said proposal and according to the terms thereof.