



PROJECT QUOTE

Quote Nbr.	PQ001681
Order Date	4/17/2024
Valid Until	
Project Manager	Austin Askelson
Project Manager 2	
Customer ID	City of Vergas
Payment Terms	30 days (See T&C)

PO Box 245, Detroit Lakes, MN 56502-0245 (218) 847-1121

ISSUED TO
City of Vergas
Mike Dufrane
117 E Main Street
Vergas, MN, 56587

Project:
Vergas Event Center
117 E Main Street
Vergas, MN 56587

Work To Be Performed: Yellow Highlighted Area

Labor and materials to install new roofing consisting of:

Flute fill insulation- cut to match the profile of the metal deck.
One layer of 1.5" isocyanurate insulation mechanically anchored to the deck.
A 060 mil adhered EPDM roofing system.
EPDM flashings at the roof edge and roof penetrations.
Wood blocking to accommodate increased insulation height.
New pre-finished metal edge flashings. Fabricated and installed as per ES-1 guidelines.
Twenty-year manufacturer's warranty

Price: \$91,000.00

Notes: The owner is responsible for any mechanical, electrical, or refrigeration work that might be required.

Signature:

Acceptance of Proposal: The above prices, specifications and conditional as well as terms and conditions on the reverse side hereof are satisfactory are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above and set forth on the reverse side hereof. SEE REVERSE SIDE OF PROPOSAL FOR ADDITIONAL TERMS AND CONDITIONS.

ADDITIONAL TERMS AND CONDITIONS

1. **CONTRACT DOCUMENTS.** Herzog certifies that it has examined all of the plans, drawings and specifications prepared by Architect, Customer or Engineer for the work covered by this agreement. This agreement is based upon those plans, drawings and specifications. If any changes are made in the plans, drawings and specifications which causes an increase or decrease in the contract price or an extension or shortening of the contract time, there shall be an adjustment made in the contract price. Any change in the contract price resulting from any such change shall be incorporated in a written change order.

The construction industry is currently experiencing shortages and delays in obtaining construction materials such that reliable assurance of material availability, timely delivery and firm pricing of materials cannot be obtained. The parties acknowledge that some of the materials and products to be used and installed in the construction of the Project may become unavailable, delayed in shipment and/or subject to price increases due to circumstances beyond the control of the Subcontractor. If a specified product is unavailable or shipment is delayed, Herzog shall provide written notice to customer and shall be afforded additional time and substitute products may be considered. If there is an increase in price of materials, equipment or products between the date of this Agreement and the time when the Project is ready for installation of the affected material, the Contract Sum shall be increased to reflect the additional cost to obtain the materials, provided that Herzog provides written notice and documentation of the increased costs.

2. **LIMITED WARRANTY.** All products provided by Herzog and installed as a part of this agreement shall be warranted in accordance with any applicable manufacturer's warranty. Herzog makes no specific warranty, express or implied as to the products installed by Herzog pursuant to this agreement, other than such products meet the specifications set forth in the contract documents referenced herein. To the extent permitted by applicable state law, the warranties set forth above are in lieu of, and exclusive of, all other warranties, express or implied.

Specifically, ALL WARRANTIES OTHER THAN THOSE SET FORTH ABOVE ARE EXCLUDED, ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE AND FITNESS FOR A PARTICULAR PURPOSE, ARE SPECIFICALLY EXCLUDED.

3. **WORKMANSHIP.** All work to be performed with regard to the installation of the equipment, fixtures and products governed by this contract shall be performed and completed in a workman like manner according to standard practices.

4. **TITLE TO MATERIALS.** Title to materials to be furnished by Herzog shall be and remain in Herzog until all sums of money payable to Herzog are fully paid. Until such sums of money are so paid, the materials shall be personal and movable property regardless of any manner in which such materials may be annexed to realty. In case of default in making any payment, Herzog is authorized to enter onto the premises and take possession of and remove the materials at any time. In such event, Herzog shall have the right to retain as rental for the use of the materials, any sum or sums of money that may have been paid by Customer.

5. **ATTORNEY FEES.** Should Herzog employ an attorney to institute suit or enforce any provision of this agreement, to protect its interests in any matter arising under this agreement, or to collect damages for the breach of this agreement, Herzog shall be entitled to recover reasonable attorney fees, costs and disbursements incurred therein.

6. **GOVERNING LAW.** This agreement shall be governed by and construed according to the laws of the State of Minnesota.

7. **REGARDING MECHANIC LIEN:**

(A) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.

(B) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.

8. **OTHER WORK.** Should any part of Herzog's work depend upon the prior execution and completion of work of any other contractor or the Customer, and Herzog's work is thereby delayed or restricted, Herzog shall be entitled to additional compensation and an extension of time to complete Herzog's work which would result from the delays occasioned by failure of others to properly complete their work on the project.

9. **PAYMENT.** All payment requests shall be submitted by Herzog to Customer. These payment requests to Customer shall include the value of all work, labor and materials of the Herzog properly incorporated into the project for the period being billed. All payment requests are to be paid on or before the 10th day of the month following submission. Herzog shall have the right to stop work on the project should Herzog not be paid in a timely fashion as required by this agreement. All past due payments shall accrue interest at the rate of one and one-half percent (1 1/2%) per month from and after the due date.

10. **ENTIRE AGREEMENT.** This agreement contains the sole and entire agreement between the parties and all negotiations, proposals, discussions and/or agreements are merged into this agreement and the parties acknowledge that any statements or representations or agreements that may have heretofore been made by either of them to the other are void and of no effect.

