General Contractor

- Roofing
- Siding
- Gutters

www.mossroofing.com
info@mossroofing.com

MOSS HOME IMPROVEMENTS, INC. dba MOSS ROOFING

Main Office
4800 W. Smith Valley Rd., Ste D
Greenwood, IN 46142
Corporate (317) 784-3227 • Toll Free (888) 580-3227
Fax (317) 762-9777

North Location
7828 E. 88th St., Ste 109x
Indianapolis, IN 46256
Corporate (317) 784-3227 • Toll Free (888) 580-3227
Fax (317) 762-9777

Licensed • Bonded • Insured

JOB ESTIMATE

Homeowner Matt Mitchell Date Submitted 6/8/18

Address 400 South Harbour Drive

City Noblesville State IN Zip 46062 Primary Phone (317) 776-6336

Email mmitchell@noblesville.in.us

■ Roofing Owens Corning Oakridge
Color Flagstone

■ Decking- if needed (Additional Cost)
■ 7/16 OSB $45 per sheet
☐ 1X6 _____ per foot

☐ Satellite
☐ Detach & Reset ☐ Discard
Moss Roofing is not responsible for satellite realignment

☐ Siding _____

☐ Gutter _____

☐ Drip Edge _____

☐ Other _____

☑ ***See Itemization or Insurance Loss Summary Attached***

Moss Additional Recommendations

☐ We recommend having the chimney masonry inspected and/or repaired.

☐ We recommend additional soffit ventilation.

☐ We recommend: _____

ACCEPTANCE OF STORM DAMAGE REPLACEMENT COST VALUE (RCV ESTIMATE)

☐ The price of _____

ACV check from insurance _____ Plus insurance deductible _____ **(Due upon completion of 1st trade)**

Description/Specifications as well as "Terms and Conditions" on the reverse side, are hereby accepted. You are authorized to proceed with work. *All supplements and O&P (overhead and profit) paid by insurance to the homeowner becomes part of the Job Estimate amount and will be added payable to Moss Roofing.* **PAYMENT TERMS: insurance claim Actual Cash Value (ACV) amount due to Moss upon completion of the first trade plus your deductible. Balance due upon completion of work, by check, payable to Moss Roofing.**

ACCEPTANCE OF NON-INSURANCE (RETAIL) ESTIMATE

■ The price of $ 20,540.00

☐ 40% down _____ Check# _____

Description/Specifications as well as "terms and Conditions" on the reverse side, are hereby accepted. You are authorized to proceed with work.
PAYMENT TERMS: Forty percent (40%) down due at signing, balance due upon completion of work, by check, payable to Moss Roofing.

In performing the Work Moss Roofing will utilize third parties such as subcontractors, vendors, or other persons who are not a party to this Proposal to furnish labor, services, material, equipment, or machinery to, or on behalf of Moss Roofing. Neither Moss Roofing nor its subcontractors, vendors or any other persons it may hire may initiate or pursue a claim with the Owner's insurance company.

You may cancel this contract at any time before midnight on the third business day after the later of the following: A) The date this contract is signed by you and Moss Roofing, or B) If applicable, the date you receive written notification from your insurance company of a final determination as to whether all or any part of your claim or this contract is a covered loss under your insurance policy. See attached notice of cancellation form for an explanation of this right.

NOTE: Any additional changes to the Job Estimate, specifications, plans, detailed drawings, or list of materials which describe the Work, workman- ship, materials, or quality of materials to be used; must be provided to you, in writing, prior to commencement of Work. A Change Order listing all changes to the scope of work, will require your separate written and dated approval thereof. Job price includes all labor, material, job clean-up with magnet roller and permits (if required). This Job Estimate is subject to the "Terms and Conditions" on the reverse side. This Estimate shall be automatically withdrawn, void and of no effect unless signed below by Homeowner and delivered to Moss Roofing within 15 calendar days from the date submitted above. This agreement is subject to management approval by Beverly Moss, Vice President. Moss Home Improvements, Inc. d/b/a Moss Roofing is a licensed general contractor.

The work will be started on approximately 06/15/2018, and will be completed on approximately 08/15/2018. Paragraph 4 on the reverse side of this proposal my materially change the approximate completion date.

HOMEOWNER: _____
PRINTED: John Ditslear, Mayor
DATE: 6-19-2018

CONTRACTOR: Adam Moss
PRINTED: Adam Moss
DATE: 6/8/18

v 2018

Additional Provisions: Unless otherwise specified herein, the following additional provisions are expressly incorporated into the accepted Job Estimate, herby known as "Contract":

1. ***Contract Plans, Specifications, Permits, and Fees.*** The work described in this contract (known as the work) shall be done according to the plans and the plan specifications (if any) except in the case of conflict when the provisions of this contract shall have control over both plans and the plan specifications. All required building permits will be paid by the owner and obtained by Contractor. All other charges, taxes assessments, fees etc., of any kind, what so ever, required by any government body, telephone or utility company or the like shall be paid for by the Owner.

2. ***Change Orders.*** Should Owner, construction lender, or any government body or inspector require any modification to the work covered under this contract, any cost incurred by Contractor shall be added to the contract price as extra work and Owners agrees to pay Contractor his normal selling price for such extra work. All extra work as well as any other modification to the original contract shall become a part of this contract and shall be incorporated herein. Unless otherwise agreed; the cost of changed or additional work shall be determined on the basis of the cost of those performing the changed or additional work, plus a reasonable allowance for home office overhead and profit equal to twenty percent (20%) of the estimated cost of the changed or additional work. If the Owner requests Contractor to submit and estimate for a change in the work and then elects to not proceed with the change a Change Order shall be issued to reimburse Contractor for any cost incurred in relation to design or construction services provided by Contractor.

3. ***Owner's Responsibility:*** Insurance etc. Owner is responsible for the following: (1) to see that all necessary water, electrical power and access to premises are provided; (2) to provide a storage area on the premises for equipment and materials; (3) to relocate and protect any item that prevents Contractor from having free access to the work areas, such as but not limited to, Satellite dish, Roof mounted electronics, TV or radio antennas, vehicles, tools and or garden equipment. In the event that Owner fails to relocate such items, Contractor may relocate these items as required but in no way is Contractor responsible for damage to these items during their relocation and during the performance of the work. Owner is responsible for making arrangements to re-aim or calibrate any antenna/satellite type devices to prevent interruption of service; (4) to obtain permission from the owner(s) of adjacent property(ies) that Contractor must use to gain access to the work areas. Owner agrees to be responsible and to hold Contractor harmless and accept any risk resulting from the use of adjacent property(ies) by Contractor; (5) to correct any existing defects such as, but not limited to, dry rot, structural defects, or code violations; (6) to maintain property insurance with Fire, Course of Construction, all Physical Loss with Vandalism and Malicious Mischief clauses attached, in a sum of at least equal to the contract price, prior to and during performance of this contract . If the project is destroyed or damaged by an accident, disaster, or calamity, or by theft or vandalism, any work or material supplied by Contractor in reroofing or restoring the project shall be paid for by the Owner as extra work.

4. ***Delays.*** Contractor shall not be held responsible for any damage occasioned by delays resulting from: work done by Owner's subcontractor, extra work, acts of owner or owner's agent including failure of owner to make timely progress payment or payments for extra work, shortage of material and/or labor, or bad weather, fire, strike, war, governmental regulations, or any other contingencies unforeseen by Contractor or beyond Contractor's reasonable control.

5. ***Surplus Materials and Salvage.*** Any surplus materials left over after this contract has been completed are the property of Contractor and will be removed by same. No credit is due to Owners on returns for any surplus materials because this Contract is based upon a completed job. All salvage resulting from work under this contract is the property of Contractor.

6. ***Cleanup & Advertising.*** Upon completion, and after removing all debris and surplus materials, wherever possible, Contractor will leave premises in a neat, broom clean condition. Any debris consisting of dust, dirt, asphalt or small bits of materials that settle in to attics, garage areas, or any other areas being worked over with open beam ceilings or no attic, is unavoidable and Contractor shall not be responsible for this clean up. Contractor recommends that Owner herby grants to Contractor the right to display signs and advertise at the job site for the period of time starting at the date of signing of this contract and continuing uninterrupted until fourteen (14) days past the date the job is completed and payment in full has been made. Owner grants Contractor the right to publish photos and the project street address on a "reference" list, its Facebook account, and/or its website which may be given to prospective customers.

7. ***Concealed damage & Dry Rot.*** Contractor will inform Owner of any dry rot or other sub-roof deterioration which is concealed and is discovered during the course for the work. Contractor is not responsible to repair any such discovered deterioration and any work done by Contractor to remedy such discovered deterioration will only be done as extra work in a written Change Order.

8. ***Termites, Pests & Hazardous Substances.*** Owner understand that Contractor is not qualified or licensed as an inspector or abatement contractor for Hazardous Materials (as defined by the government), or for pests including termites). Should any such hazardous substance or pest be suspected to be present on the premises, it is the Owner's responsibility to arrange and pay for inspection and abatement. Contractor cannot certify or warrant your building as being free of hazardous substances or pests.

9. ***Mold Exclusion.*** Owner herby releases Contractor from any and all claims and damages of all types, including but not limited to, property damage, bodily injury, third party liability or any other claim, cost or expense directly or indirectly arising out of, resulting from, or related to, mold, mildew, fungus, spores or microorganisms of any type, nature, or description, or any by product thereof including, but not limited to, any substance whose presence poses an actual or potential threat to human health.

10. ***Means and Methods.*** Contractor shall supervise and direct the work and have control over construction means, methods, techniques, sequences, and procedures. Unless otherwise provided in the work description. Contractor shall provide and pay for all labor, materials, supplies, tools, equipment, machinery, and transportation. Contractor shall be responsible to the Owner for the acts and omissions of others performing the Work under a contract with the Contractor.

11. ***Right to Stop Work and to Withhold Payment of Labor and Materials.*** If any payment is not made to Contractor as per this contract, Contractor shall have the right to stop work and keep the job idle until all past due progress payments are received. In the event of such Work stoppage, the Price shall be increased by the amount of Contractor's reasonable cost to shutdown, delay and start up. Contractor is further excused by Owner from paying any material equipment, and/or labor suppliers or any subcontractors (hereinafter collectively called "suppliers"), during the period that Owner is in arrears in making payment to contractor for bills received during the same period. If these same "suppliers" make demands upon Owner for payment, Owner may make such payment on behalf of Contractor as a joint check to Supplier and Contractor. Owner is responsible to verify the true amount owed by contractor to these same "suppliers", for work done or materials supplied on Owner's job. If the work is stopped, in whole or in part, for a period of fifteen (15) days due to the fault or negligence of the Owner, or by Contractor due to Owner's failure to make payment, or if the owner commits a material breach of any of its obligations under this Job Estimate, Contractor may upon seven (7) days written notice to the Owner, terminate this Job Estimate and recover from the Owner payment for all work performed together with any other liabilities, obligations, damages or commitments, reasonable attorney's fees, and lost profits.

12. ***Collection.*** Payment in full (less the down payment) is due upon completion. Invoices unpaid 15 days from the receipt of invoice shall accrue interest at 18% per annum or at the highest rates allowed by law.

13. ***Disputes.*** All claims and disputes arising out of or relating to the Work or this Job Estimate shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. Notice of demand for arbitration shall be filed in writing with the other party and the American Arbitration Association. The demand shall be made within a reasonable time after the claim or dispute has arisen, but in no event after the expiration of the applicable statute of limitations.

14. ***Legal Fees.*** In the event litigation or arbitration arises out of this contract, prevailing party(ies) are entitled to all legal, arbitration and attorney fees. The court or an arbitrator shall not be bound to award fees based on any set fee schedule but shall, if it chooses, award the true amount of all cost, expenses and attorney fees paid or incurred.

15. ***Notice.*** Adequate and proper notice, shall be deemed to have been given by one party to the other under this agreement by means of registered or certified mail evidenced by post office receipt of said certification or registration, when directed to the address of the parties as herein stated or to such other addresses as shall have been submitted by either party to the other in writing during the course of the Agreement.

16. ***Assignment.*** Company shall have the right to assign this contract to any successor in interest of Company joint venture, subsidiary, or partner of Company, so long as Owner is given thirty (30) days written notice of the assignment. Owner shall have a right of assignment subject to written approval by Company.

17. ***Subcontractors.*** Contractor shall have the right to subcontract work to be performed under this contract in its entirety or any portion thereof to any subcontractor without prior notice or approval by Owner.

18. ***Entire Agreement.*** This agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all estimates, oral or written, and all negotiations, conversations, discussions, previous distribution or value added reseller agreements hereto between the parties and shall not be modified, supplemented or interpreted by evidence of course of dealing, course of performance or usage of trade. Owner hereby acknowledges that it has not been induced to enter into this agreement by any representations or statements, oral or written, not expressly contained herein. This Job Estimate shall be governed by the laws of the state of the Job Location.

19. ***Amendment (Change Order).*** This agreement may not be modified, amended, rescinded, canceled or waived in whole or in part, except in writing, identifying such amendments signed by both parties.

20. ***Waiver.*** Failure by either party to take any action or assert any right hereunder shall be deemed a waiver of such right in the event of the continuation of repetition of the circumstance giving rise to such rights.

21. ***Customer Additional Information.*** Under no circumstances shall Contractor be liable or responsible for: (1) cracking or other damage to the driveway; (2) nail pops and/or ceiling/wall cracks due to normal installation; (3) preexisting conditions with plumbing vents/pipes, chimney vents/pipes or any protrusions out of the roof or walls; (4) any unforeseen damage to wires i.e., electrical, phone lines, or security alarm due to normal installation of roof, siding, windows, and/or gutters; (5) not responsible for heating or air conditioning lines of any sort in walls or under roof deck; (6) any homeowner covenants that reference particular manufacturers, shingle color, siding (color or manufacturer), windows, etc. It is the homeowner's responsibility to check with their neighborhood association for the particulars within their covenants; (7) Contractor is not responsible for connecting electrical power to vents they are contracted to install.

22. ***Warranty.*** The Work is subject to the following warranties only which begin to run on the date of substantial completion of the Work: for a one (1) year period the Work will be free from defects in workmanship or materials, and for a four (4) year period the Work will be free from defects caused by faulty workmanship or defective materials on the roof or the roof shingles. If the Work is found to be defective or not in accordance with the Job Estimate, Contractor shall correct it promptly after receipt of written notice from the customer. Supplier's warranties, if any, will be assigned to the customer at completion (if requested). No warranty is provided by Contractor on any materials furnished by Owner or for existing materials moved and/or re- installed by Contractor labor warranties are non-transferable. Contractor's liability shall be limited to the cost of repair or replacement of the Work. Warranties are valid only if complete payment is made to Contractor.

23. ***Customer Information.*** If requested by Contractor, the Owner shall promptly provide reasonable evidence that financial agreements have been made to fulfill the Owner's obligations under this Job Estimate. The owner shall secure and pay for all necessary easements and assessments required for the Work. When applicable and upon request, Owner is required to provide Contractor with Owner's insurance information.

Moss Home Improvements, Inc. d/b/a Moss Roofing
4800 W. Smith Valley Rd, Ste D Greenwood, In 46142 or 7828 E. 88th St., Ste 109x Indianapolis, In 46256
Phone: (317) 784-3227
Fax: (317) 762-9777
Company Representative:
Kent Sutton
(317) 370-2622
kent@mossroofing.com
Job Number: N/A

Customer Info:
Job #: N/A
Noblesville Fire Department - Mitchell, Matt
400 South Harbour Drive,
Noblesville, IN, 46062
(317) 776-6336-mobile

Roof Estimate - Complete I&W

Description	Quantity	Unit
Remove Tear off, haul and dispose of comp. shingles - 30-40 year = We tear off all old shingles and felt for a complete deck inspection.	72	SQ
Replace Laminated - Composition Shingle Roofing - w/out felt = This is a dimensional limited lifetime shingle. We 6 nail each shingle.	79	SQ
Replace Starter shingles = Starter shingles are a special shingle with a seal strip along the bottom edge. This prevents the first row and edge shingles from blowing off.	582	LF
Replace Ice & water shield = This is a peel and stick rubber product that goes on the entire roof per Owens Corning install instructions. They require either overlapped felt or ice and water on the entire roof. This is the better of the two options.	7200	SF
R & R Drip edge = This is an aluminum product that goes along the gutter lines. It prevents the roof edge from rotting.	581.03	LF
Replace Ridge cap, dimensional shingles	160	LF
R & R Flashing, pipe jack = We replace all the pipe flashings and add an extra collar for double protection.	3	EA
R & R Continuous ridge vent, shingle-over style = The best type of roof ventilation.	140	LF
R & R Broan Roof Vent	5	EA

Roof Estimate - Complete I&W total: $20,540.00

Total for all sections: $20,540.00

Total: $20,540.00

Notes/Comments:

Upon tear off, Moss Roofing will conduct a deck inspection. Any decking needing to be replaced will be priced as follows:

7/16 OSB - $45 per sheet

All of which is approved by the Board of Public Works and Safety of the City of Noblesville this 29th day of May 2018.

JOHN DITSLEAR, MAYOR

LAWRENCE STORK, MEMBER

JACK MARTIN, MEMBER

ATTEST:

EVELYN L. LEES, CLERK
CITY OF NOBLESVILLE, INDIANA

MEMORANDUM

TO: MEMBERS OF THE BOARD OF WORKS

FROM: MATT MITCHELL, ASSISTANT FIRE CHIEF

DATE: MAY 29, 2018

IN RE: NFD IS REQUESTING BOARD TO CONSIDER ENTERING INTO A CONTRACT WITH MOSS HOME IMPROVEMENTS, INC. TO REMOVE AND REPLACE THE ROOF AT STATION 72

The Noblesville Fire Department is requesting the Board to consider entering into a contract with Moss Home Improvements, Inc. d/b/a Moss Roofing, to remove and replace the roof at Station 72. The total cost of the estimate is $20,540.00.

Your consideration with regard to this matter would be greatly appreciated.

Thank you,

MJM:dll

135 South 9th Street
Noblesville, Indiana 46060

p: 317.776.6336
f: 317.776.6376