



**PLAN. BUILD.
DELIVER.**

PROPOSAL

COPYRIGHT © 1986-2018 MCKENZIE COMMERCIAL CONTRACTORS, INC.

Job:	7917-18	City of Newport/Small Jobs 2018	
General:			
Date:	6/20/2018	M.C. No.:	20-003
Ref:	Airport - Pavilion Hand Rail		

Work Description:

Install pressure treated hand rail to new pavilion concrete slab.

Direct Costs:

Description	Material	Equipment	General	Labor
Install hand rail	385			1,424
				0
				0
				0
				0
				0
a. Totals (enter on lines b. through e.)	\$ 385	\$ 0	\$ 0	\$ 1,424

Subcontract Costs:

Total Subcontractors	0
O&P (15% of Subcontractors)	0

m. Total Subcontract Cost \$ 0
(enter on line i.)

Revised: 01/03/2015

Cost Summary:

		Extension
b.	Labor (from line a.)	\$ 1,424
c.	Material (from line a.)	385
d.	Equipment (from line a.)	0
e.	General (from line a.)	0
f.	Subtotal (b+c+d+e)	1,809
g.	O&P (15% of f.)	271
h.	Total MC Costs (f+g)	2,080
i.	Subcontract Cost (from line m.)	0
j.	Total (h+i)	2,080
k.	Liability Insurance Cost (.7% of j.)	15
I.	TOTAL QUOTATION (j+k)	\$ 2,095

Time Impact:

Days:

Prepared

BY

Jennifer Thomas

Date:

Date:

Accepted:

BY

Accepted:
John S. Muller

DATE

DATE
6-20-18

NOTE: ALL DOLLAR AMOUNTS ABOVE ROUNDED TO NEAREST WHOLE DOLLAR. LABOR COSTS ROUNDED TO NEAREST WHOLE HOUR.



PLAN. BUILD.
DELIVER.

STANDARD WORK ORDER/PROPOSAL TERMS AND CONDITIONS

1. **Fees.** The price for the work includes the charges for labor and materials required to complete the job. All other expenses are the responsibility of the Owner. In the event the work is financed by a bank or other similar entity, McKenzie Commercial may, at McKenzie Commercial's option, agree to progress payments on a schedule approved by such lender in lieu of the forgoing schedule. McKenzie Commercial shall have no obligation to do so, however, and may require payment in the manner provided below.
2. **Payment.** Payments will become due to the Contractor no later than thirty days from date of invoice.
3. **Risk of Loss.** Owner shall bear all risk of loss during construction except for loss or damage resulting from negligent acts or intentional misconduct of McKenzie Commercial. Owner may, but shall not be obligated to, purchase Builder's Risk insurance. In the event Owner does so, McKenzie Commercial shall be named as an additional insured.
4. **Starting and Completion Dates.** McKenzie Commercial shall begin construction on or before the Commencement Date and pursue construction diligently to completion except for delays due to no fault of McKenzie Commercial, such as bad weather, labor strikes, unavailability of materials, change orders, fire or other casualty. In such event, the time for performance by McKenzie Commercial shall be extended by the length of such delay.
5. **Insurance.** McKenzie Commercial will provide a certificate of insurance, upon request, evidencing the following coverage: General Liability insurance with limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, including Products and Completed Operations, Commercial Auto Liability insurance with a combined Single Limit of \$1,000,000, and Workers Compensation insurance with a limit in compliance with State statutory requirements.
6. **Changes in the Work.** Owner may request changes in the nature of additions, deletions or modifications of the work without invalidating the Contract. Changes shall be requested in writing, but shall not be binding on McKenzie Commercial until McKenzie Commercial acknowledges receipt in writing. McKenzie Commercial shall make adjustments in the price to reflect change orders and notify Owner of the price adjustment.
7. **Alleged default by McKenzie Commercial.** In the event Owner believes McKenzie Commercial has defaulted in the performance of its work then Owner shall notify McKenzie Commercial in writing of the specific details of such alleged default and the specific proposed resolution for the alleged default. Upon receipt of the Owner's notice of default McKenzie Commercial shall have 30 calendar days to respond to the allegations before any further action may be taken by Owner.
8. **Default by Owner/Remedies.** Owner will be in default if Owner fails to pay any payment or other obligation by its due date. McKenzie Commercial shall notify Owner of any default by Owner who shall have ten (10) calendar days to cure such default. If Owner fails to cure or fails to pay any payment when due then McKenzie Commercial may 1) cease work until the default is cured; 2) continue the Contract and recover from Owner any amounts then due under the Contract together with interest thereon at the statutory rate from the date the payment was due until it is paid; or 3) cease work and terminate this Contract, file a lien against the Property and improvements and foreclose such lien or initiate litigation to recover all sums due McKenzie Commercial which include, but are not limited to, a percentage of the price equal to the percentage of completion to the date of termination plus McKenzie Commercial's profit on the entire project plus attorney fees and costs.
9. **Warranty.** McKenzie Commercial warrants to Owner that all materials and equipment furnished shall be new, unless otherwise specified, and that all McKenzie Commercial work under this agreement shall be of good quality, free of faults and defects for a period of one year.
10. **Site Conditions.** Owner agrees to save harmless, defend and indemnify McKenzie Commercial from all loss, liability, damage or expense resulting from or caused by hazardous or toxic materials on the Property or latent site conditions not expressly disclosed to McKenzie Commercial prior to the date of this Contract.
11. **Miscellaneous.**
 - 11.1 This Contract is binding upon the heirs, personal representatives, successors and assigns of Owner and McKenzie Commercial. McKenzie Commercial may hire subcontractors but McKenzie Commercial may not delegate all of McKenzie Commercial's duties hereunder without Owner's prior written consent.
 - 11.2 Only the terms and conditions specified in this Contract are a part of this Contract.
 - 11.3 In the event construction plans and/or specifications are not provided to McKenzie Commercial then McKenzie Commercial shall complete the work in accordance with industry standards.
 - 11.4 Owner shall be responsible for the entire amount owed to McKenzie Commercial under this contract.