

WBS 8.7 - GROUP 3

FINAL DELIVERABLES: SUSTAINABLE HOME CONSTRUCTION PROJECT

Fix Contract Agreement

From PMGT501

By

Troy Stempfley

Embry-Riddle Aeronautical University Worldwide

PMGT 690

July 7, 2017

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Sustainable Home Construction Project: Week 8 Final Deliverables

Group 3:

Jesse Hoover

Jeremy Rodgers

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Robert Strack

David Wichner

Embry-Riddle Aeronautical University Worldwide

PMGT 501

Dr. Gigi Smith – Instructor

December 14, 2014

Fixed Price Construction Contract

This Construction contract, valid April 24, 2015 between Hammer and Nail Construction of 9874 Framers Dr., Boulder Colorado 80301, and Spiffy Topper Roofing Inc. of 12345 Roofing Ln, Boulder Colorado 80301. Spiffy Topper Roofing Inc. desires to provide construction services to Hammer and Nail Construction and Hammer and Nail Construction desires to obtain such services from Spiffy Topper Roofing Inc.

1. DESCRIPTION OF SERVICES. Beginning April 24, 2015, Spiffy Topper Roofing Inc. will afford Hammer and Nail construction the following services, to be completed on or near May 14, 2015, and not later than June 7, 2015 without risk of penalty as specified in paragraph 7

PAYMENTS:

Install roof framing to include trusses and fasciae

Install roof sheeting as specified in the blue print

Install roofing vapor barrier in accordance with applicable code

Install roof shingles as specified by the customer

2. SCOPE OF WORK. Spiffy Topper Roofing Inc. will afford all labor, tools, and equipment required to complete services previously described for a single-family residential home with detached two car garage at 4569 Green Building Rd. Boulder Colorado, 80301 here after referred to as the “worksite”.

3. PLANS, SPECIFICATION AND CONSTRUCTION DOCUMENTS. Hammer and Nail will make available to Spiffy Topper Roofing Inc. all plans, specifications, drawings, blueprints, and any other required construction documents for Spiffy Topper Roofing Inc. to provide the

services described herein. Any such material will remain the property of Hammer and Nail Construction and will be returned upon completion of said services.

4. COMPLIANCE WITH LAWS. All contracted services will be in compliance with all applicable federal, state, and local laws, and regulations including, but not limited to, all requirements of the Fair Labor Standards Act, the Americans with Disabilities Act, and Federal Family and Medical Leave Act.

5. WORK SITE. Hammer and Nail Construction declares it has been contracted to provide construction services on the worksite property and is authorized to contract services within their agreed upon scope based upon agreement with Sustainable Home Construction Company.

6. MATERIALS AND LABOR PROVIDED. All materials for the contracted labor at the worksite will be provided to the worksite by the general contractor, Sustainable Home Construction Company. Any labor required prerequisite to services provided by Spiffy Topper Roofing Inc. will be accomplished prior to the contractual start time contained herein.

7. PAYMENT. An agreed upon payment of \$8750.40 will be dispersed to Spiffy Topper Roofing by Hammer and Nail Construction upon completion of said services. No other agreed upon monetary amount will be dispersed for early completion. However, a 5% per week penalty will be assessed for past due work if Spiffy Topper fails to meet the inspection deadline of June 7, 2015.

8. TERMS Spiffy Topper Roofing will have 24 hour access to the worksite contingent on them providing power, compressed air, and lighting as needed after 1700 hours Mountain Time. Electrical power and air compression will be provided on site by Hammer and Nail Construction Company between 0600 and 1700 Monday thru Friday.

9. CHANGE ORDER. Changes to the scope of services provided by Spiffy Topper Roofing may be dictated by natural weather phenomena, customer needs, regulatory compliance needs and as negotiated between Hammer and Nail Construction Company, Spiffy Topper Roofing Inc., Sustainable Home Construction Company, and the customer. Any delay to the contractual start date for any reason by any party must be communicated to all remaining parties as soon as possible and not later than one week prior to contracted service start date. Any delay which cannot be coordinated shall be renegotiated with the appropriate parties and may negate predetermined completion dates.

10. PERMITS. All permits will be secured and maintained by the Sustainable Home Construction Company. Said permits will be available at their worksite construction office for reference by all interested parties.

12. INSURANCE. Spiffy Topper Roofing Inc. shall be responsible to insure their employee, and worksite activities, vehicles, and equipment in accordance with federal, state, and local law. It is the sole responsibility of Spiffy Topper Roofing Inc. to provide replacement for loss of labors on the contracted worksite to complete the services herein contracted if needed.

13. CONFIDENTIALITY. Any copyright applicable material, real property, intellectual property, design and construction techniques used on the worksite remain the property of Sustainable Home Construction Company and may only be used on contracted projects under their contractual obligation. Individual techniques used by any other subcontractors to include Hammer and Nail Construction, and Spiffy Topper Roofing outside of those employed specifically by the Sustainable Home Construction Company for the building of the sustainable home remains the prerogative of the initiating organization to share or retain at their desire.

14. WARRENTY. Spiffy Topper Roofing Inc. shall provide workmanship applicable to the desired outcome agreed upon by Hammer and Nail Construction, Spiffy Topper Roofing, Sustainable Home Construction Company, the customer, government inspectors, and building codes of the state of Colorado. Any lapse in quality for the contracted services shall be corrected at the expense of Spiffy Topper Roofing Inc.

15. AMENDMENT. Any amendments to the agreements herein must be agreed upon by all parties in order to be of force. To include but not limited to, change in contractual scope, additional services, change in dates, change in materials, or change in time requirements.

16. GOVERNING LAW. All federal, state and county codes as dictated by regulations, laws and standards set by the inspector shall be adhered to, as well as the international and LEED building codes to ensure LEED certification requirements. Spiffy Topper Roofing is responsible to know and understand these standards and abide by them while providing services herein.

22. NOTICE. Upon notification by inspectors, the customer, Hammer and Nail Construction and/or Sustainable Home Construction Company that work quality, code requirements, blue print, or structural requirements have not been met, Spiffy Topper Roofing shall make the required corrections within two days. If said corrections exceed the not later than completion date agreed to herein, penalties listed in paragraph 7 PAYMENTS may be invoked.

23. SIGNATORIES. The signatures below are legal representatives for their respective companies. Jim Purvis, owner of Hammer and Nail Construction, and Johnny Rickenbacker, owner of Spiffy Topper Roofing Inc. The representatives herein agree to all the provisions stated in this document and shall be legally bound to the agreements herein.

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X_____.

Jim Purvis

Owner, Hammer and Nail Construction

(Contractor license:plmn698532)

X_____.

Johnny Rickenbacker

Owner, Spiffy Topper Roofing Inc.

(Contractor license: rfgn852369)

X_____.

Tobin James

CEO, Sustainable Home Construction Company