



AGREEMENT

Newark: 1908 Kirkwood Highway, Newark, DE 19711

Rehoboth: 19269 Coastal Highway, Rehoboth Beach, DE 19971

Newark Phone Number: 302-998-4500

Rehoboth Phone Number: 302-260-5200


TOWN OF ELSMERE
11 POPLAR AVE
ELSMERE, DE 19805

Primary Contact: STEVEN MARTIN
Phone: 302-998-2215, 302-668-7955
Email: SMARTIN@TOWNOFELSMERE.COM

Date: 10/18/23 revised
Salesperson: Tina Dean

Job Number: ___15-40006

Dumpster Location: _____

****If dumpster to be located in O/OA driveway, occasionally a dumpster can create a rust spot(s) on your driveway, FHI will attempt to remove it, but cannot be held responsible for any spot that remains** X** 

SPECIFICATIONS/SCOPE OF WORK: TOWN HALL BATHROOM

- BUILD AN ADA ACCESSIBLE BATHROOM IN THE DOWNSTAIRS ROOM, PER APPROVED PLAN LABELED "TOWN HALL BATH", DATED 10/20/23.
- FRAME THE WALLS FOR THE NEW BATHROOM AND UTILITY CLOSET WITH 2"x4" STUDS, WITH 2"x4" CROSS BRACING AT THE TOP OF THE 9' WALLS FOR SUPPORT. WALLS WILL HAVE 16" CENTERS AND WILL HAVE TREATED LUMBER SILL PLATES PER CODE AND BLOCKING WILL BE INSTALLED FOR WALL HUNG SINK, T.P. HOLDER, AND GRAB BARS.
- REMOVE THE EXISTING DROP CEILING AS NEEDED TO FRAME THE NEW WALLS AND SAVE ENOUGH GRID AND CEILING TILES TO INSTALL UP TO THE NEW WALLS, OUTSIDE THE BATHROOM. INSTALL NEW DROP CEILING FRAME IN BATHROOM AT 8 FT HIGH, AND RE-INSTALL 2'X4' CEILING TILES
- INSTALL A 3/0 x 6/8 PREHUNG, SOLID CORE DOOR FOR BATH WITH BRUSHED NICKEL, LOCKING LEVER HANDLES AND A 2/4 x 6/8 SOLID CORE DOOR WITH STANDARD BRUSHED NICKEL HINGES AND LEVER HANDLE FOR UTILITY ROOM/CLOSET.
- INSTALL INSULATION IN WALLS AND FIREBLOCKING AS REQUIRED BY CODE.
- INSTALL 4X8 MOISTURE RESISTANT DRYWALL INSIDE OF BATHROOM AND 54" X 12' STANDARD DRYWALL ON THE OUTSIDE OF THE BATHROOM WALLS AND OUTSIDE OF UTILITY ROOM. INSIDE WILL BE LEFT UNFINISHED.
- INSTALL PRIMED SANITARY CASING FOR BOTH DOORS, SANITARY BASE ON THE OUTSIDE OF BATHROOM AND UTILITY ROOM AND VINYL BASE ON THE INSIDE OF BATHROOM.
- SUPPLY & INSTALL QUALIS CERAMICA PORTLAND SERIES, COLOR TO BE ICE, 13"x13" PORCELAIN FLOOR TILES WITH MAPEI ULTRACOLOR TIMBERWOLF GROUT, AND A 4"x36" X 5/8" CARRARA MARBLE THRESHOLD.
- SUPPLY DELTA 2529LF-LGHDF BLADE HANDLE CHROME, 4" CENTERSET LAV FAUCET
- SUPPLY AMERICAN STANDARD CADET 2467.016.020-B WHITE, ELONGATED, COMFORT HGT TOILET WITH SOFT CLOSE SEAT
- SUPPLY AMERICAN STANDARD LUCERNE 0355012.020- 20 1/2" WALL MOUNTED SINK IN WHITE
- SUPPLY AND INSTALL MOEN R5580 DOUBLE TOILET PAPER HOLDER IN CHROME.
- SUPPLY AND INSTALL (2) MOEN R8936 36" X 1 1/2" PEENED STAINLESS GRAB BARS

- SUPPLY AND INSTALL ELEGANT LIGHTING MR42036.S MONET, SILVER FRAMED MIRROR
- SUPPLY MILLENNIUM LIGHTING 4282-CH 2 LIGHT VANITY FIXTURE, FROSTED GLASS IN CHROME
- PLUMBING LABOR TO INCLUDE INSTALLATION OF THE EJECTOR PUMP AND CROCK, RUNNING THE UNDERGROUND PLUMING TO THE CROCK, TOILET AND SINK. RUN DISCHARGE PIPE AND TIE INTO THE 4" MAIN IN THE CEILING. RUN VENT LINE IN THE BATHROOM. INSTALL 1" MAIN TO THE TOILET AND SINK. INSTALL THE NEW TOILET AND WALL HUNG SINK. INSTALL AN ON-DEMAND WATER HEATER UNDER THE SINK. INSTALL SHUT OFF VALVES FOR THE TOILET AND SINK. JACK HAMMER THE EXISTING CONCRETE FOR THE UNDERGROUND PIPING IN THE NEW BATHROOM. POUR NEW CONCRETE TO FILL IN AS NEEDED
- PLANS AND PERMITS AND REMOVAL OF DEBRIS IS INCLUDED. THE PLUMBER WILL NEED TO CUT A HOLE IN THE PLASTER WALL IN THE BATHROOM ABOVE TO TIE INTO THE MAIN, HE WILL TRY TO MAKE IT BEHIND THE MIRROR, BUT WE CANNOT PROMISE THAT. NO PAINTING OF THE UPSTAIRS BATH IS INCLUDED BUT WE WILL PATCH THE WALL OR WALLS THAT WE CUT INTO AND MAKE THEM PAINT READY FOR OTHERS TO DO.
- ELECTRIC WORK INCLUDED IN PRICING. NOTE: ALL WIRING IS TO BE TYPE MC. ALL BOXES SHALL BE METALLIC. SWITCH AND RECEPTACLE HEIGHTS SHALL MEET ADA REQUIREMENTS.
- REMOVE CONDUIT AND FEED FROM RECEPTACLES TO THE RIGHT OF ENTRY DOOR.
- REMOVE CONDUIT AND FEED FOR 2 MAIN SWITCHES, AND BOX ABOVE SWITCHES.
- REMOVE RECEPTACLE ON EXTERIOR WALL BY WINDOW WHERE DISCHARGE PUMP IS GOING. DISCONNECT WIRES IN JUNCTION BOX ABOVE DROPPED CEILING.
- INSTALL A NEW SWITCH BOX ON THE SIDE OF NEW WALL TO CONTROL EXISTING FLOURESCENT LIGHTING. INSTALL A NEW FEED INTO BOX. INSTALL 2 SWITCH LEGS UP TO WIRE MOLD. INTERRUPT WIREMOLD AND INSTALL A METAL 1900 BOX WITH BLANK PLATE.
- INSTALL A NEW RECEPTACLE BELOW SWITCHES. TIE INTO LOCAL RECEPTACLE CIRCUIT. INSTALL A 20AMP SPEC GRADE RECEPTACLE.
- INSTALL A SPEC GRADE RECPTACLE FOR EJECTION PUMP TO PLUG INTO. BRING POWER FROM UNISED AC CIRCUIT BY WINDOW. INSTALL NEW MC WIRE ACROSS THE DROPPED CEIING
- INSTALL A RECEPTACLE FOR TANK ALARM TO PLUG INTO. ALARM WILL BE ON A DIFFERENT CIRCUIT THAN THE PUMP.
- INSTALL A SWITCH TO CONTROL THE VANITY LIGHT. INSTALL VANITY LIGHT FIXTURE.
- INSTALL AN 80 CFM PANSONIC FAN/LIGHT COMBO AND VENT TO THE EXTERIOR. FAN WILL BE VENTED THROUGH METAKLL ABOVE EXISTING EXTERIOR DOOR IN HALLWAY. FAN WILL BE SUPPORTED INDEPENDANTLY OF DROPPED CEILING. TIE INTO SWITCH FOR VANITY LIGHT.
- INSTALL AN EMERGENCY WALL PACK IN BATHROOM. TIE INTO LIGHTING CIRCUIT.
- ELECTRICAL PERMIT AND INSPECTION INCLUDED.
- A DUMPSTER WILL BE PROVIDED BY FERRIS FOR THE DURATIONOF THE JOB, UNLESS THE TOWN WANTS TO PROVIDE A PLACE TO DISPOSE OF DEBRIS
- SUPPLY SHERWIN WILLIAMS CASHMERE SERIES PAINT IN EGSHELL FINISH FOR THE BATHROOM WALLS, INSIDE AND OUTSIDE OF NEW WALLS, SW6238 ICICLE IN EG-SHEL FINISH. SUPPLY SHERWIN WILLIAMS SW7006 EXTRA WHITE, SEMI GLOSS PAINT FOR DOORS, TRIM AND BASEBOARD. NO ADDITIONAL PAINTING INCLUDED IN PRICE.
- IF BID IS ACCEPTED, WE HAVE COMPLETED FLOOR PLANS, ELECTRIC PLAN AND TILE PLANS THAT WILL NEED TO BE SIGNED OFF ON ALONG WITH THE MATERIAL SELECTION SHEETS AND ELEVATIONS PROVIDED HERE.
- **Project Total: \$42,850.00**



By: Ferris Home Improvements, Hereafter called "FHI"

FHI will supply and deliver only such equipment and material as described in these specifications. Labor connected with this bathroom/kitchen installation will be supplied by FHI only as herein specified. Any equipment, material, and labor designated here as "Owner's responsibility" must be furnished and completed by the Owner, or the Owner's Agent in accordance with the work schedule established by FHI. Equipment, material, and labor not included in these specifications can be supplied by FHI at an additional cost for which authorization must be given in writing by the Owner, or the Owner's Agent. X

ADJUSTMENTS DURING THE JOB: All dimensions and cabinet designations shown on the floor plan and elevations/interpretive drawings, which are part of these specifications, are subject to adjustments dictated by job conditions. X

PAINTING: All surfaces of walls, ceilings, windows, doors, and woodwork, except those of factory-made equipment, can be painted by FHI as part of project package, otherwise it will be left unpainted & unfinished and become the responsibility of the client after FHI has completed the job. Any millwork, door or windows that the client would want stained would be their responsibility.

X

DRYWALL PATCHING: It is important for a client to be made aware, understand and accepting of the following: If you are having areas of project "patched" FHI will patch, spackle, and sand to industry standards. Regardless of who is responsible to paint this area, it will look different after paint. **New drywall in a patch versus existing drywall around it, will not look the same**, it won't look as smooth as all new. Client understands they can have the whole wall/ceiling plane drywaller to avoid this at additional cost.

X

DURING DEMOLITION: In the demolition process, it is very common for nearby walls back side of a wall or the ceiling below a floor to sustain damage, vibration or movement that may lead to holes, nail pops, cracking, chipping and/or stains. In the event this should occur, FHI will spackle and repair the affected areas to a paint ready finish, however, will not be responsible to match existing paint or paint the areas. X

DUMPSTER/TRASH REMOVAL FEES: If FHI has put a dumpster in your contract and for some reason it ends up that you can't have a dumpster in your neighborhood, there will NOT be a credit back as FHI will still need to be responsible for collecting and removal of the trash from the project. X

RE-USE OF EXISTING EQUIPMENT: FHI prefers and recommends supplying all projects on a project due to the professional relationships with our vendors that gives us buying power we have established over many years. In the event you choose to re-use existing materials such as but no limited to vanity tops, sinks, faucets, toilets, shower valves, accessories, tubs, appliances, flooring, etc. FHI will do our best to remove and reinstall with care but will NOT be responsible for the existing products functionality, appearance, no service and no warranty will be implied once disconnected and reconnected. Any issues with the reuse of an existing product will be the sole responsibility of the client to quickly replace. If it is something that FHI can supply, we are happy to suggest a solution and provide the additional cost to do it for you. X

FACTORY MADE EQUIPMENT/PRODUCTS: The manufacturer's expertise and specifications for quality, design, dimensions, function, and installation shall in all cases take precedence over any others. X

EXTRA MATERIALS: FHI will supply extra quantities of tile and/or flooring as well as installation materials to ensure that our installation crews have uninterrupted progress during their allotted installation window. Extra material is needed for cuts, waste, and unexpected shipping damage. This extra material is brought in as a courtesy. FHI does not offer credit on any unused extra material. FHI will leave any opened boxes for future repairs. X

CURRENT TIMES: Industry/World situations are unprecedented and requires patience from all involved. FHI will NOT call you to schedule your project until ALL materials have been received. You may receive a call from us, if after ordering materials, it is discovered that something you have selected is no longer available and will need to be re-selected. These are real possibilities that don't happen often but do happen. X

SELECTED PRODUCT DETAILS: I have reviewed all details with my design consultant in regard to the products that I have selected, and I have given considerable time and thought to each piece. My consultant has provided me with either pictures of the products or has shown them to me in person in the showroom. If they are printed pictures from the internet, I understand that the coloring may not be 100% accurate, but that is a general representation and that I am accepting of it without seeing the actual piece in person. X

SCHEDULING PROCESS: FHI will schedule your project once all materials have arrived, FHI cannot completely control damages, human error, backorders, short orders or manufacturing errors/defects and will do our best to keep the project moving forward in this rare instance. When this happens, your design consultant will reach out to you with a proposed "Start Date". We project the start date for this project to be approximately 6-8 weeks from the signing of this agreement. Once you have confirmed a "Start Date", your project's schedule will be created. There are many different workers involved in your project therefore there will be a lot of thought and consideration given to the flow of work and how best to schedule it out to completion. Once completed, the schedule will then be sent to you along with a welcome letter with some general instructions on how to prepare the space and yourselves for our arrival and the start of the project. We expect your project to be completed in 4-5 weeks, possibly sooner, but a written schedule/timeline will be provided once the job is scheduled X

TRANSITION OF POINT OF CONTACT: During the design and selection phase of your project, your point of contact has been your design consultant. Once the job has been started, you will meet your new point of contact – your Project Manager, where all scheduling, quality control, and day to day job questions and information will be communicated. Please always reach out to your Project Manager first after this point as they need to see/know everything first as they are handling the field work. Your design consultant will still be accessible with questions pertaining to your design and will stop out to the see the project a few times to check the progress of your combined creative work as seeing your ideas comes to life, which is the best part of the job! I understand the transition from creation to production. X

WALK THROUGH: At the completion of the project, the design consultant will come back to do a walk through with you to look over your new space in detail. If there is anything that has not been addressed or something new has been discovered that needs adjustment, replacement, or fixing, this is when/where it will be noted. Please take your time and be thorough with the details of the completed job. The final punch list will be made. Anything that may need to be ordered will be ordered and when it arrives, a punch day will be scheduled. Once the punch work is completed, the homeowner will be asked to sign off on the Completion form and an invoice for the remaining balance will be sent out. I understand X

LABOR WARRANTY

All material is guaranteed to be as specified. All work to be completed in a professional manner, according to standard practice. Owner to carry fire, tornado, and other necessary insurance. All material purchased from FHI, for this specified project, has a **ONE (1) YEAR LIMITED LABOR WARRANTY**. During the warranty period, we will repair or replace, at our discretion, any material that proves defective in manufacturing and/or workmanship under normal installation, use and service. This labor warranty shall not apply to any products/materials that have been subjected to misuse, negligence, abuse, accident, abnormal use, and extreme temperature or moisture levels. Homeowner maintenance items such as caulking, joint expansion/contraction or loose hardware is excluded! See individual manufacturer warranties for materials. All work to be performed in accordance with the manufacturer(s) specifications and industry standards. X

AGREEMENT

The purchaser agrees that any claim for adjustment shall not be reason or cause of failure to make payment of the purchase price in full. Once all materials are in, FHI will notify the client with an anticipated start date that is convenient for the client. The materials and services set forth in this contract shall be completed per written schedule provided to the client by FHI. The purchaser understands that the scheduled dates, when given, shall be deemed approximate, and performance is subject to delays caused by, but not limited to, strikes, fires, availability of the product at the time of delivery, acts of God and/or other reasons not under the reasonable control of FHI. This Agreement sets forth the entire agreement between the parties, and all prior agreements, warranties or representations made by either Party are superseded by this Agreement. If any provision of this Agreement is declared invalid or unenforceable by any tribunal, the remaining provisions of the Agreement shall not be affected thereby. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge (change order) over and above the original estimate. Change orders must be paid in full upon signing. No agent of FHI, unless authorized in writing by FHI, has any authority to waive, alter or enlarge this contract or make any new or substituted or different contracts, representations, or warranties. All work is to be completed in a professional manner according to industry standard practices. Owner to carry fire, tornado, and other necessary insurances. Our workers are fully covered by Worker's Compensation Insurance.

Payment Terms

Project Total: \$42,850.00

Due at completion of job- \$42,850.00

ACCEPTANCE OF AGREEMENT:

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined above.

Signature: SA [Signature] / Town of Elsmere Date of Acceptance: 10/23/2023

Signature: _____ Date of Acceptance: _____