



Joseph Ward Enterprises, Inc.

337 1st St. Jupiter, Florida 33458
(561) 741-8919 Fax: (561) 741-2113
CCC#057261

Name: _____

Date: _____

Address: 825 Center St. Bldg. # _____ Unit _____

Phone: _____ email: _____

Jupiter Plantation New Flat Roof Proposal

This proposal will include all labor, material, insurance, and waste removal. In addition to the base price, options and unforeseen items are listed below.

In preparation for the job, we will cover your driveway with protective sheeting and position dump trucks over this area only - no damaging dumpsters will be used. Our crews are uniformed, courteous, clean, efficient and highly qualified. We offer the best, manufacturer-backed warranties because our qualifications and experience in the construction industry are second to none. Work site will be maintained in a clean manner. All debris will be picked up daily and worksite will be free of nails, debris etc. Joseph Ward Enterprises, Inc. is the cleanest roofer in the area.



Flat Roof Area

1. Remove existing flat roof completely to a workable surface and prime concrete deck with concrete primer.
2. Install 1x6 pressure treated boards around entire perimeter.
3. Install 1 ply of ¾" Perlite high density board insulation with hot asphalt.
4. Install 1 ply of CertainTeed base 20 with hot asphalt.
5. Install 2 inner plies fiberglass PLY IV with a hot mop application using "LOW ODOR" Roofing Tar. **Add additional plies for longer life.**
6. Install new 3x4 copper drip edge around entire perimeter.
7. All lead pipe boots and roof vents will be replaced. Bases asphalt primed to adhere to hot asphalt.
8. Install CertainTeed GMS Modified with hot asphalt.
9. Install granules on all asphalt bleed out at seams.
10. Clean up area and all debris.

NOTE: All A/C units and curbs need to be up to code (must be addressed by homeowner).

Initial



ALL MUNICIPALITY FEES AND WOODWORK ARE NOT INCLUDED IN THE PROPOSAL PRICE

Joseph Ward Enterprises, Inc. Wood Replacement Policy

ALL WOODWORK

Billed on a per linear foot basis as follows:

(Prices are based using construction grade lumber) (Cedar is an additional 80% more than prices below)

Sheathing Board - \$3.80 – T&G Decking – \$6.50 (1x6) \$7.50 (1x8) Furring Strip - \$2.50 (1X2) \$4.00 (1X3-1X4) Fascia Board - \$8.50 (1X6) \$9.80 (1X8) \$12.50 (1X10) \$13.80 (1X12) Rafter Board/Fascia - \$5.20 (2x4) \$9.20 (2x6) \$10.40 (2x8) \$13.90 (2x10) \$16.20 (2x12) Soffit Board - \$6.00 T-1-11 - \$6.50

4x8 sheets of plywood equal to 48 linear feet when used in sections, OTHERWISE WHEN INSTALLED AS WHOLE SHEETS, EQUAL TO 32 LINEAR FEET. Any other type of woodwork involving patio screens, aluminum roofs, Dutch gutters, fascia and soffit (more than one story) must be billed on a time and material basis at the rate of **\$75.00** per staff hour. All insect infestation wood decay will be billed on a time and material basis if discovered. ALL WOODWORK IS TO BE PAINTED BY OTHERS.

All wood work to be billed as stated above.

Initial

Wall Flashings

In areas where the roof terminates and meets the stucco wall, there is “wall flashing” that may need to be cut out and replaced. This pertains to areas where the roofing system starts or terminates at a vertical wall.

If needed we will replace the wall flashing by doing the following:

1. Saw cut stucco six inches above existing wall flashing along determined length. Chip out stucco, existing wall flashing and embedded roofing paper to expose bare wall. Clean entire area to receive new flashing.
2. Install new galvalume 4x5 inch L flashing over new base sheet and anchor to roof deck and bare wall. (Copper at an additional cost)
3. Reapply stucco to area, matching existing texture.

Replacement of wall flashing as described above. (For Copper add \$9.00) **\$35.00 per linear foot** **Initial:**

Gutters

Gutters are easily damaged and Joseph Ward Enterprises Inc. cannot be held liable for any damages to gutter system. Gutters are often fastened through the eave drip flashing and in these cases we have to detach them, when doing this the gutters often get dinged up we almost always recommend replacing them.

Option 1: Complete roof system and save gutters if possible. **Initial:**

Option 2: Remove all gutters to allow proper inspection to replace all deteriorated fascia as needed. **Initial:**

Warranty

Joseph Ward Enterprises, Inc. will be providing five (5) yr. workmanship warranty.

1. **General.** This proposal is subject to change without notice and is automatically withdrawn on the 10th day following its date of issue if not accepted in writing and a copy of this proposal returned to **Joseph Ward Enterprises, Inc. ("Contractor")**. Unless provided otherwise herein, if Customer cancels the Agreement prior to the start of work, Customer is liable for 15% of the total Agreement price as liquidated damages, because Contractor is unable to accurately measure its damages for the cancellation of the Agreement. Customer and Contractor agree that this amount is not a penalty. Contractor reserves the right to withdraw this proposal at any time prior to its acceptance or cancel this Agreement prior to work start to be performed in the event the cost to complete the work varies from the initial standard pricing due to a typographical or mathematical error. As used in this Agreement, (a) the word "or" is not exclusive, (b) the word "including" is always without limitation, (c) "days" means calendar days and (c) singular words include plural and vice versa.
2. **Nature of Work.** Contractor by and through its subsidiaries and affiliates, shall furnish the labor and material necessary to perform the work described herein or in the referenced contract documents. Contractor does not provide engineering, consulting or architectural services. It is the Customer's responsibility to retain a licensed architect or engineer to determine proper design and code compliance. Contractor assumes no responsibility for structural integrity, including soundness of or the effect upon any structure of building materials that Contractor may install, compliance with building codes, or design. If plans, specifications or other design documents have been furnished to Contractor, Customer warrants that they are sufficient and conform to all applicable laws and building codes. Contractor is not responsible for any loss, damage or expense due to defects in plans or specifications or building code violations unless such damage results from a deviation by Contractor from the contract documents. Customer warrants all structures to be in sound condition capable of withstanding normal activities of roofing construction equipment and operations. Contractor is not responsible for location of roof drains, adequacy of drainage or ponding on the roof.
3. **Asbestos and Toxic Materials.** This proposal and contract is based upon the work to be performed by Contractor not involving asbestos-containing or toxic materials and that such materials will not be encountered or disturbed during the course of performing the roofing work. Contractor is not responsible for expenses, claims or damages arising out of the presence, disturbance or removal of asbestos-containing or toxic material. In the event that such materials are encountered, Contractor shall be entitled to reasonable compensation for all additional expenses incurred as a result of the presence of asbestos-containing or toxic materials at the work site.
4. **Payment.** Unless stated otherwise on the face of this proposal, Customer shall pay the contract price plus any additional charges for changed or extra work no later than ten (10) days after substantial completion of the Work. If completion of the Work extends beyond one month, Customer shall make monthly progress payments to Contractor by or before the tenth (10th) day of each month for the value of Work completed during the preceding month. Final payment shall be made to Contractor within ten (10) days after substantial completion of the Work. A delay by the manufacturer in the processing and formal issuance of manufacturer's warranty document shall not be cause to delay the Customers payment to contractor.
5. **Non-payment.** All sums not paid in full when due shall earn interest at the rate of 1-1/2% per month until paid (ANNUAL PERCENTAGE RATE OF 18%), unless otherwise required by law. Payments received shall be applied first to interest on all outstanding invoices and then to the principal amount of the oldest outstanding invoices. If Customer does not make payment, Contractor shall be entitled to recover from Customer all costs of collection incurred by Contractor, including attorney's fees, costs, and expenses. Collection matters may be processed through litigation or arbitration at the sole discretion of Contractor. The failure of Customer to make proper payment to Contractor when due shall entitle Contractor, at its discretion, to suspend all work, shipments and/or warranties until full payment is made or terminate this contract.
6. **Insurance.** Contractor shall carry worker's compensation, automobile liability, commercial general liability and such other insurance as required by law. Contractor will furnish a Certificate of Insurance, evidencing the types and amounts of its coverages, upon request. Customer shall purchase and maintain builder's risk and property insurance upon the full value of the entire Project, including the labor, material and equipment furnished by Contractor, covering fire, extended coverage, malicious mischief, vandalism and theft on the premises to protect against loss or damage to material and equipment and partially completed work until the job is completed and accepted and Contractor's equipment is removed from the premises.
7. **Additional Insured.** If Customer requires and Contractor agrees to name Customer or others as an additional insured on Contractor's liability insurance policy, Customer and Contractor agree that the naming of Customer or other parties as an additional insured is intended to apply to claims made against the additional insured to the extent the claim is due to the negligence of Contractor and is not intended to make Contractor's insurer liable for claims that are due to the fault of the additional insured.
8. **Changes in the Work and Extra Work.** Customer shall be entitled to order changes in the Work and the total contact price adjusted accordingly. Contractor shall not be required to perform any changed or additional work without a written request. Any penetrations through the roofing to be installed by Contractor not shown on the plans provided to Contractor prior to submittal of this proposal shall be considered an order for extra work, and Contractor shall be compensated at its customary time and material rates for performing such additional work.
9. **Availability of Site.** Contractor shall be provided with direct access to the work site for the passage of trucks and materials and direct access to the roof. Contractor shall not be required to begin work until underlying areas are ready and acceptable to receive Contractor's work and sufficient areas of roof deck are available and free from dirt, water, snow or debris to allow continuous full operation until job completion. The expense of any extra trips by Contractor to and from the job as a result of the job not being ready for roof application after Contractor has been notified to proceed will be charged as an extra.

10. **Disclaimer.** Contractor disclaims all liability for all claims, disputes, rights, losses, damages, causes of action or controversies ("Claims") pertaining to Mold, including Claims arising out or relating to the detection, removal, disposal, or remediation of Mold, whether those Claims arise in law, equity, contract, warranty, tort, or federal or state statutory claims, and whether those Claims are based on the acts or omissions of Contractor or individuals or entities under Contractor's control. The Customer is solely liable and responsible for all damages, whether actual or consequential, caused by Mold and incurred by Customer, Contractor or third parties.
11. **Site Conditions.** Contractor shall not be responsible for additional costs required due to the existence of utilities, wet insulation, deteriorated deck or other subsurface or latent conditions that are not disclosed in writing to Contractor. The raising, disconnection, re-connection or relocation of any mechanical equipment on the roof that may be necessary for Contractor to perform the roofing work shall be performed by others or treated as an extra. Should concealed or unknown conditions in an existing structure be at variance with conditions indicated in the description of the work to be performed from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement, the Agreement price shall be equitably adjusted upon notice thereof from the Contractor to the Customer.
12. **Working Hours.** This proposal is based upon the performance of all work during Contractor's regular working hours. Extra charges will be made for overtime and all work performed other than during Contractor's regular working hours, if required by Customer.
13. **Electrical Conduit.** Contractor's price is based upon there not being electrical conduit or other materials embedded within the roof assembly unless expressly identified on the face of this proposal. Customer will indemnify Contractor from any personal injury, damage, claim, or expense due to the presence of electrical conduit, shall render the conduit harmless so as to avoid injury to Contractor's personnel, and shall compensate Contractor for additional time and expense resulting from the presence of such materials.
14. **Protection of Work.** Customer acknowledges that re-roofing of an existing building may cause disturbance or dust to fall into the interior. Customer agrees to remove or protect property directly below the roof in order to minimize potential interior damage. Contractor shall not be responsible for disturbance, damage, clean-up or loss to interior property that Customer did not remove or protect prior to commencement of roofing operations.
15. **Materials.** All materials and work shall be furnished in accordance with normal industry tolerances for color, variation, thickness, size, weight, amount, finish, texture, and performance standards. Specified quantities are intended to represent an average over the entire roof area. Contractor is not responsible for the actual verification of technical specifications of product manufacturers, i.e., R value, ASTM or UL compliance, but rather the materials used are represented as such by the manufacturer. Metal roofing and especially lengthy flat span sheet metal panels will often exhibit waviness, commonly referred to as "oil-canning." Oil-canning pertains to aesthetics and not the performance of the panels and is not controlled by the Contractor. Contractor is not responsible for oil-canning or aesthetics. Oil-canning shall not be grounds to withhold payment or reject panels of the type specified.
16. **Warranty.** Contractor will warrant Contractor's work in accordance with its standard warranty, which is incorporated by reference. A copy of Contractor's Standard Warranty is attached or, if not, will be furnished upon request. CONTRACTOR SHALL NOT BE LIABLE FOR SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS. The acceptance of this proposal by the Customer signifies his agreement that this warranty shall be and is the exclusive remedy against Contractor pertaining to the roof installation. A manufacturer's warranty shall be furnished to Customer if a manufacturer's warranty is called for on the face of this proposal. It is expressly agreed that in the event of any defects in the materials furnished pursuant to this contract, Customer shall have recourse only against the manufacturer of such material. Unless otherwise provided: **THERE ARE NO EXPRESS OR IMPLIED WARRANTIES WHATSOEVER INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** All warranties/guarantees provided by Contractor, if any, shall be deemed null and void if Customer fails to strictly adhere to the payment terms contained in the Agreement. All warranties and guarantees if any, provided under the Agreement are solely for the original Customer and are non-transferable, unless otherwise agreed to by Customer and Contractor in writing. Any express warranty provided, if any, by Contractor is the sole and exclusive remedy for alleged construction defects, in lieu of all other remedies, implied or statutory.
17. **Right to Stop Work.** The failure of Customer to make proper payment to Contractor when due shall, in addition to all other rights, constitute a material breach of contract and shall entitle Contractor, at its discretion, to suspend all work and shipments, including furnishing warranty, until full payment is made or terminate this contract. The contract sum to be paid Contractor shall be increased by the amount of Contractor's reasonable costs of shut-down, delay and start-up.
18. **Sealed Attic Liability Exclusion:** Contractor disclaims liability for any issue, claim, or damage including, without limitation, attorney's fees, costs, and expenses arising out of or relating to combining a sealed attic system with spray foam insulation and/or a self-adhered underlayment, and Customer agrees to indemnify, defend and hold harmless Contractor for any and all damages arising out of said condition(s).
19. **Delamination.** Contractor disclaims liability for use of water based adhesives and/or asphalt, paper or non-glass faced poly iso materials specified by, through or at Customer's direction.
20. **Claims.** It is Customer's duty to notify Contractor in writing within three (3) days of the occurrence of any claim, defect or deficiency arising out of work, services or materials provided by Contractor under this Agreement ("Occurrence"). Failure of the Customer to provide written notice of the Occurrence shall result in the Customer waiving all claims that may be brought against Contractor arising out of or relating to the Occurrence, including claims arising in law, equity, contract, warranty (express or implied), tort or federal or state statutory claims. **ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT OF THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.**

21. **Back Charges.** No back charges or claims for payment of services rendered or materials and equipment furnished by Customer to Contractor shall be valid unless previously authorized in writing by Contractor and unless written notice is given to Contractor within three (3) days of the event, act or omission which is the basis of the back charge.
22. **Damages and Delays.** Contractor will not be responsible for damage done to Contractor's work by others. Any repairing of the same by Contractor will be charged at regular scheduled rates over and above the amount of this proposal. Contractor shall not be liable for damages based upon delay or liquidated damages or penalties resulting from any delay in completion of the Project. Contractor shall not be responsible for loss, damage or delay caused by circumstances beyond its reasonable control, including but not limited to acts of God, weather, accidents, fire, vandalism, federal, state or local law, regulation or order; strikes, jurisdictional disputes, failure or delay of transportation, shortage of or inability to obtain materials, equipment or labor; changes in the work and delays caused by others. In the event of these occurrences, Contractor's time for performance under this proposal shall be extended for a time sufficient to permit completion of the Work. In no event, whether based on contract, warranty (express or implied), tort, federal or state statute or otherwise arising from or relating to the work and services performed under the Agreement, shall Contractor be liable for special, consequential, incidental or indirect damages, including loss of use or loss of profits. Contractor and Customer agree to allocate certain of the risks so that, to the fullest extent permitted by law, Contractor's total aggregate liability to Customer is limited to the dollar amount of the Agreement for any and all injuries, damages, claims, expenses or claim expenses including attorneys' fees, costs and expenses arising out of or relating to this Agreement regardless of whether it is based in warranty, tort, contract, strict liability, negligence, errors, omissions, or from any other cause or causes.
23. **Customer Protection of Property.** Due to the nature of the construction to be done at Customer's request, the Customer takes sole responsibility for any damage done to curbs, walkways, driveways, structures, septic tanks, HVAC, utility lines, pipes, landscaping, appurtenances at the job location. Contractor is not responsible/liable for any hairline cracks, or any cracks, in the ceiling due to the removal and reinstalling of the roof or any damage caused by dust or debris caused by Contractor's work. Contractor is not liable for damage to person or property caused by nails, and Customer agrees that it will take the appropriate precautions to avoid said damage. Contractor does not warrant against tile slippage with a mortar or foam type tile roof system on any roofs over 4/12 pitch not mechanically fastened. During the course of the roofing work, Customer agrees to hold Contractor not liable for water intrusion that occurs from the date of commencement of roof repairs, remodeling, or other roofing services through the date of completion of such work.
24. **Restrictions and Requirements.** In the event that state, county, or municipal codes or regulations require work not expressly set forth in this Agreement or differ materially from that generally recognized as inherent in work of the character provided for in this Agreement, all extra cost for Contractor's labor and materials shall be the sole obligation of the Customer. If the substrate roof condition results in ponding pursuant to the Florida Building Code and modifications are required to correct the roof so ponding will not occur, Contractor will notify Customer immediately. It shall be the sole obligation of the Customer to determine the existence of restrictions contained in deeds, subdivision or neighborhood regulations which might relate to or restrict the improvements under this Agreement. Contractor shall have no liability or responsibility for any such non-conformity with such restrictions/requirements. Contractor shall be entitled to payment from Customer of all sums due hereunder not withstanding any injunction/prohibition against the work as a result of any violation of such restriction/requirement.
25. **Price Volatility.** Asphalt, poly iso and other roofing products are sometimes subject to unusual price volatility due to conditions that are beyond the control or anticipation of Contractor. If there is a substantial increase in these or other roofing products between the date of this proposal and the time when the work is to be performed, the amount of this proposal/contract may be increased to reflect the additional cost to Contractor, upon submittal of written documentation and advance notice to Customer.
26. **Arbitration.** If a dispute shall arise between Contractor and Customer with respect to any matters or questions arising out of or relating to this Agreement or the breach thereof, such dispute, other than collection matters, shall be decided by arbitration administered by and in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. This Agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any Court having jurisdiction thereof. In the event there is litigation, the parties **KNOWINGLY, VOLUNTARILY, IRREVOCABLY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION ARISING OUT OF OR PERTAINING TO THE AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PERSON OR PARTY RELATED TO THIS AGREEMENT; THIS IRREVOCABLE WAIVER OF THE RIGHT TO A JURY TRIAL BEING A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT.**
27. **No Third Party Beneficiaries.** This Agreement is solely for the benefit of Customer and Contractor, and is not intended for the benefit of any other parties.
28. **Odors.** All roofing systems may generate odors either during or shortly after installation. People with high olfactory sensitivities may find these odors offensive. Contractor recommends to Customer that it provide building occupants with notice of this fact. The parties agree that Contractor shall not be liable for any claims relating to odors and Customer shall indemnify, defend and hold Contractor harmless against said claims.

29. **Title to Goods.** Title to roofing products passes to the Customer when said products are delivered to the job site. In the event of a high wind conditions, hurricanes, tornados, or other adverse weather conditions and Contractor is requested to remove/reposition product from/on the job site, Contractor shall use its reasonable efforts (subject to weather conditions, life/safety concerns and manpower/equipment constraints) to comply with the request. Customer agrees to promptly pay Contractor for these extras services.
30. **Construction and Interpretation.** Each provision of the Agreement shall be construed as if both parties mutually drafted this Agreement. If a provision of this Agreement (or the application of it) is held by a court or arbitrator to be invalid or unenforceable, that provision will be deemed separable from the remaining provisions of the Agreement, will be reformed/enforced to the extent that it is valid and enforceable, and will not affect the validity or interpretation of the other provisions or the application of that provision to a person or circumstance to which it is valid and enforceable. Headings are for convenience only and do not affect interpretation. This Agreement records the entire agreement of the parties and supersedes any previous or contemporaneous agreement, understanding, or representation, oral or written, by the parties. All documents/exhibits referred to in this Agreement are an integral part of the Agreement and are incorporated by reference. This Agreement incorporates the documents entitled "Standard Warranty" and when applicable "Statutory Warnings." Customer acknowledges that it has read/agreed to all incorporated documents and exhibits. In the event of a conflict among the Contract Documents, these terms and conditions shall control, govern and take precedence.
31. **Choice of Law, Venue and Attorney's Fees.** This Agreement shall be governed by the laws of the State of Florida. Venue of any proceeding arising out of or relating to this Agreement shall be **Palm Beach County, Florida**. Should Contractor employ an attorney to institute litigation or arbitration to enforce any of the provisions hereof, to protect its interest in any matter arising out of or related to this Agreement, Contractor shall be entitled to recover from the Customer all of its attorney's fees and costs/expenses incurred therein, including attorney's fees, and costs/expenses incurred at mediation, administrative, appellate or bankruptcy proceedings.
32. **Fastener Testing.** If the building official where the work is to be performed requires a field fastener pull test to be performed on the deck by a certified testing laboratory, the cost will be in addition to the above contract price and the responsibility of the Customer. In the event that the deck fails the fastener pull test, the scope of the work will change and this will result in an equitable price adjustment or an agreed upon change order to the contract.
33. **Gas Vents.** The owner is responsible for providing to Contractor a letter from a licensed gas contractor prior to our obtaining a final inspection certifying that gas vents meet current codes or obtain a permit for any gas vent work required,. Failure to obtain a final inspection or the lack of gas vent certification will not be cause for withholding final payment.
34. **Local Tax License.** The City or municipality where the work is to be done may require additional local licensing. Should Contractor have to pay such a tax or post a bond, the Customer will be responsible for reimbursement to the Contractor.
35. **Gutters.** The removal and replacement of any gutters or downspouts is the responsibility of the Customer and is not included in the Contract Price unless otherwise specifically stated. If Customer elects to allow existing gutters or downspouts to remain in place during the Work, due care will be taken by Contractor; however, Customer understands and agrees that Contractor will not be responsible for any damage that may occur as a result of the Customer's failure to remove same during the Work. In the event that any additional engineering work may be required with respect to any of Customer's gutters or downspouts, it is specifically agreed and acknowledged that Customer will be responsible for obtaining and paying for any such engineering work.
36. **Open Beam Ceilings.** It is the Customer's responsibility to notify the Contractor of any areas of exposed wood decking, or areas of concern to the ceilings or structure, including areas of depression and/or damage due to leakage, rot or termites or other causes.
37. **Customer Vehicles.** Customer agrees not to leave vehicles and boats should not be left in garage, driveways or close proximity while Work is in progress.
38. **Septic Tank.** Customer is responsible for notifying Contractor as to the location of the septic tank. Contractor will not be responsible for damage to septic tank or drainage field whether advised of location or not.
39. **Inspection.** Customer understands and agrees that under certain local code requirements, Contractor may be required to leave a ladder in place at the site of the Work for inspection purposes. In that event, and in consideration of Contractor allowing such use of its ladder, Customer agrees to indemnify and hold Contractor harmless from any and all claims, damages or liability, including reasonable attorney's fees, arising from, or as a result of, the use of Contractor's ladder by anyone other than employees or agents of Contractor.
40. **Additional Layers.** Customer agrees that additional layers of roofing or insulation materials will be charged at the rate of \$0.75 per square foot per layer in addition to the above contract price.
41. **Equitable Price Adjustment:** Any work other than specified above, requested or required by the Customer or an applicable state or local regulatory authority, will result in an equitable adjustment to the Contract Price based on a labor rate of \$65.00 per man hour and the cost of materials and other related items plus 15% ("Equitable Price Adjustment").

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