



5005 Pine Creek Dr. • Westerville, OH 43081 • Phone: 614-206-0025

City of Bexley Attention Elena Andrews
Cell: 614-559-4200

Job Address:
2242 E. Main street
Bexley, OH 43209

Print Date: 5-17-2023

Proposal for Commonwealth Follies

Thank you for considering to partner with Stone Pillar Construction, below you will find your proposal for review at your earliest convenience. Please let me know what questions you may have. Along the way there will be changes that may add to the project or delete from the project, these will be handled through a change order process outside of this contract.

Thank you for the opportunity to quote your project!.

Sincerely, Ryan Skeldon
Owner, General Contractor Stone Pillar Construction

General

Items	Description	Price
Polished concrete floor	Materials and labor to polish concrete floors of bath and pump house	\$4,050.00
Drywall Allowance	Materials and labor for ceilings of both Follies.	\$1,425.00
Exterior Doors	Materials for 2 exterior doors supplied and installed with door hardware.	\$5,683.50
General Construction	Equipment rental needed for project completion	\$6,075.00
General Construction	Materials for bath fixtures allowance. Grab bars, Signage, soap dispenser, towel dispenser.	\$600.00
General Construction	Materials and labor to stake foundations for excavations.	\$1,653.75

Unassigned

Items	Description	Price
Permit Allowance	Allowance for Structural, HVAC, electrical, and Plumbing permits	\$1,957.50
Dumpster	Allowance for 3-15 yard dumpster for removal of all construction debris	\$1,239.00
Sanitation rental	Rental for 4 months	\$690.00
3300 - Windows	Allowance for 4 Marvin Elevate fixed panel windows. Fiberglass window with wood interior painted.	\$3,874.00
Window and door Labor	Labor to install 4 new windows and 2 exterior doors per plan.	\$1,890.00
3110 - Lumber—1st package	Lumber materials for West and East Folly. Roof structure, soffits, Furring for siding.	\$5,404.00
3210 - Framing labor—draw #1	Frame labor for West and East Folly per plan. Roof Structure, soffits, and furring.	\$12,250.00
3610 - HVAC—rough	Materials and labor per plan for East and West Folly. Bath venting and diffusers.	\$2,618.00
Plumbing labor	Allowing for 1 new 1/2 bathroom per plan to be roughed and finished per plan. Does not include fixtures here.	\$8,437.50
3810 - Electrical—rough	Materials and labor for rough and finish electrical per plan. Includes tie into existing pedestal with AEP connections. West and East Folly	\$15,525.00
Plumbing Fixtures	Allowance for 1 toilet (500), 1 sink faucet (300) 1 sink(300)	\$1,100.00
Lighting	Light fixtures allowance for Follies. 4 coach, 2 Electric wall heaters. Cans figured at electric allowance.	\$3,000.00
Exterior trim material Allowance	Materials for all exterior trim at both follies and Aluminum Siding per plan	\$5,775.00
Excavate & Haul	Excavate and haul dirt for new foundations at Follies. Tap into sewer line existing and water line existing and stub into bath and pump house per plan. Does not account for unforeseen conditions underground that may need addressed. This will be communicated at time of opening up ground. City to get sewer and water lines within 10' of connection points.	\$12,433.50
Footers	Footer materials and labor for both Follies per plan. Pump truck included. Piers for corners (2)	\$16,240.50
Block Walls	Materials and labor for CMU block walls per plan at both Follies.	\$33,223.50
Backfill & Gravel	Materials and labor to backfill gravel at new foundations.	\$3,022.50

Items	Description	Price
Roof Labor Allowance	Materials and labor for Slate shingles roofing at 2 peaks of Follies and Copper Standing seam at flat roofs of Follies. 2 Copper Finials Allowance (1000) at peaks.	\$38,083.50
Exterior trim labor Allowance	Labor to install soffits, trim, and Aluminum siding at both Follies.	\$10,350.00
Exterior paint	Materials and labor to paint exterior soffits and trim, exterior doors, interior CMU walls and gypsum ceilings of Follies.	\$5,100.00
Mirror Allowance	Allowance for framed mirror at bath vanity	\$250.00
Conductors	Nothing currently needed	\$0.00
Final Grade & straw	Nothing currently budgeted. Landscape provided from others.	\$0.00
Stone mat. & labor	Stone materials and labor for 6" veneer stone walls, limestone caps, water tables per plan.	\$120,966.75
Garage floor concrete slab	Materials and labor for concrete slab pour 4" of concrete smooth finish at both Follies. Pump truck included.	\$5,163.75

Total Price: \$328,081.25

Parties: STONE PILLAR CONSTRUCTION LLC (Builder) and City of Bexley (attention Erin Andrews) (Buyer)

Job Location: 2242 E. Main street Bexley OH 43209

THIS AGREEMENT

made the above date is between Builder and Buyer (shall be read as plural if more than one) for construction at the above job location pursuant to the following plans and specifications and in accordance with the terms of this Agreement:

Buyer's Plans and Specifications

- 1) Bid attached based on plans dated 3-20-2023
- 2) Need final selections made for final allowance pricing
- 3) Plans provided by customer, Marzich Architects

Buyer warrants and represents that he owns the said plans and specifications, that same comply with all applicable building codes, engineering standards and community regulations, and that Buyer has the right to use same for the said construction. Buyer further agrees to furnish revisions thereof required by government agencies or community boards or by reason of errors discovered in the course of construction. If any such revision shall increase Builder's estimated costs in completing the work, a written amendment shall be required before further work is performed

Buyer's Property Surveys

Buyer shall obtain and furnish all surveys of his property required by Builder, which shall show property lines, improvements, utilities and easements. Buyer shall obtain additional easements required by Builder at Buyer's sole cost and expense.

Builder's Building Permits

Builder shall obtain all required building permits, licenses, building inspections and approvals required by local law and community regulations. All costs of revisions of plans and specifications required by government and local regulators shall be borne by Buyer.

Buyer's Evidence of Financial Ability

Before the commencement of work Buyer shall provide written evidence from his bank, satisfactory to Builder, of his ability to make timely payment therefor.

Schedule of Work:

Builder shall commence work within thirty (30) days of obtaining all of the required building permits and receiving all necessary surveys and other documentation described herein and substantially complete same within 120 days subject to causes herein after described as force majeure.

Force Majeure

The aforesaid time for completion of work shall be extended by reason of any delays due to causes beyond Builder's reasonable control, including but not limited to, (i) adverse weather, (ii) interference or non-performance by other parties, including Buyer or Buyer's designer or other agents, suppliers or subcontractors, (iii) orders of regulatory authorities or courts not primarily due to the unlawful actions of Builder, and (iv) fire, accident or other casualty. If any such cause shall increase Builder's estimated costs in completing the work, a written amendment shall be required before further work is performed.

Upon the occurrence of any such causes, Builder may suspend work for such reasonable time as may be required. If any of such causes, in the good faith opinion of Builder, are likely to make completion of the work impractical, Builder may give written notice of termination of this contract, retaining all payments made to such date and Buyer shall pay Builder for all work performed and materials furnished in proportion to the work and materials otherwise required for this entire contract. Materials for which Builder is not compensated shall remain Builder's property and may be removed at any time.

Payment:

The total contract price shall be **\$328,081.25** payable in the following installments prior to commencement of work, and (ii) upon substantial completion of each of the following intervals.

Prior to commencement:

- I. Deposit = \$10,000.00
- II. Excavation started = \$39,212.19
- III. Rough mechanicals start = \$82,020.31
- IV. Exterior trim Complete = \$82,020.31
- V. Finish mechanicals start = \$82,020.31
- VI. Completion = \$32,808.13

Builder and Buyer will together conduct an inspection of the work completed at each interval upon notification from Builder, and any missing or incomplete items shall be substantially completed and Buyer's written approval of work performed to date shall be obtained before payment is made and further work is commenced. Buyer's written approval shall not be unreasonably withheld. At the time of payment, Builder shall furnish or make reasonable arrangements for lien releases from all affected subcontractors and suppliers.

Change Requests

Any changes to plans and specifications and the work to be performed hereunder shall require (i) a written request from the Buyer and (ii) a written amendment to this contract signed by both parties stating the specific change(s), the cost thereof and any additional time for completion of the work which shall be required. Builder may accept or reject any change requests at his discretion.

Insurance

Builder shall maintain adequate commercial general liability insurance covering personal injury and property damage at the job site. Buyer shall maintain adequate fire and casualty insurance covering his property, with waiver of subrogation. Each shall furnish a certificate of insurance to the other before the commencement of work.

Defects:

Buyer acknowledges that construction work is rarely entirely free from defects,

notwithstanding the best efforts of contractors, and that the only practical remedy is the repair or replacement of defective work or materials discovered within a reasonable period after completion. Therefore, upon receipt of written notice from Buyer, received no later than one (1) year after completion of, and full payment for the work performed under this agreement, Builder will repair any defect in materials or workmanship at Builder's sole cost and expense and in compliance with applicable building standards. For purposes hereof, "defect" shall mean errors in the original performance of work or the failure of original materials to comply with the plans and specifications but does not include work or materials damaged by casualty, neglect or abuse, nor shall repairs include new work which deviates from the plans and specifications unless covered by a new written change order. Time is of the essence in the delivery of the said written notice.

This obligation of repair of defects shall be Buyer's sole remedy, is in lieu of any other right or remedy, and there shall be no warranty, express or implied, covering such work or materials (including but not limited to the implied warranties of merchantability or fitness for use) nor shall Builder be liable in damages of any kind (compensatory, consequential or punitive) by reason of any of such defects. Replacement of manufactured products (example, dishwashers) installed by Builder shall be the responsibility of the Buyer and subject to the applicable warranties of the manufacturers.

Arbitration: Miscellaneous

Any claim or dispute arising out of or in connection with this Agreement or the breach hereof shall be resolved by arbitration in Columbus, Ohio pursuant to the Construction Arbitration Rules of the American Arbitration Association. The party which substantially prevails shall recover its costs and expenses, including but not limited to its reasonable attorney fees and expenses incurred in arbitration and in collection efforts. This is the entire agreement between the parties relating to its subject matter and may only be amended in a writing signed by both parties. It shall be construed in accordance with and governed by the laws of the State of Ohio. All notices shall be in writing and sent or delivered to Builder and Buyer at their following respective addresses:

BUILDER: Stone Pillar Construction LLC 5005 Pine Creek dr. Westerville OH 43081

BUYER: City of Bexley: 2242 E. Main st Bexley OH 43209

IN WITNESS WHEREOF, the parties have signed this Agreement effective the date first set forth above.

BUILDER:

STONE PILLAR CONSTRUCTION LLC



I confirm that my action here represents my electronic signature and is binding.

Signature:

Date:

Print Name:
