

# PAUL KENNEDY CONSTRUCTION

## NEW YORK

734 2nd Avenue • Kingston, NY 12401 • Phone: (845) 706-2075

RONDOUT MUNICIPAL CENTER

Phone: 845-658-3159 XT 113

Cell: +18454173457

Job Address:

1915 LUCAS AVE

COTTEKILL, NY 12419

Print Date: 4-23-2024

### Proposal for RONDOUT MUNICIPAL CENTER

Items	Description	Qty/Unit	Unit Price	Price
SERVICE LABOR 5730 - Electrical	DISCONNECT POWER AND SECURING WIRES FOR PARTITION	1	\$720.00	\$720.00
PLATFORM SCISSOR LIFT 2001 MACINE / LIFT	32 FT LIFT NON- GAS UNIT	1	\$892.62	\$892.62
Demo an waste removal 1300 - Demolition	LABOR & HAULING WASTE COST	1	\$4,125.00	\$4,125.00

**Total Price: \$5,737.62**

THIS CONSTRUCTION AGREEMENT, herein referred to as the "Agreement", is being executed by and between client and Paul Kennedy Construction. Paul Kennedy Construction agrees to perform in a professional and workmanlike manner, all work detailed in the Specifications Sheet, which is incorporated herein by reference. Any modifications or alterations from the herein contained terms and conditions annexed must be done in writing. **Change Orders:** Unforeseen need for change does not come with additional fee. However, all change orders will be charged at \$250 plus cost of materials and labor. Change orders must have signed approval and payment must be made prior to change order work being started. **Payments:** Payment schedule will be set and determined by Paul Kennedy Construction in accordance with scope of work to be done on project. Checks shall be made payable to Paul Kennedy Construction. Paul Kennedy Construction agrees to complete all work herein described and client shall pay Paul Kennedy Construction for the performance of this contract for the total sum of balance due in accordance with the terms of this contract. Upon the receipt of final payment on this contract, Paul Kennedy Construction shall be released and discharged from any and all claims against Paul Kennedy Construction for any work performed hereunder or any alteration hereto. **Commencement and Completion of Work:** Paul Kennedy Construction will not begin work or order any materials before the third (3) day following the signing of this

Agreement, unless otherwise specified here in writing. The Contractor will begin work on agreed upon date with client. Barring any delay caused by circumstances beyond the Contractor's control, the work shall be completed by Paul Kennedy Construction. The client hereby acknowledges and agrees that the scheduling dates are approximate and that any delay attributable to the presence of hidden conditions or requiring additional work discovered during the course of construction, or delays arising out of the receipt of equipment and/or materials, that are not avoidable by the contractor, shall not be considered as violations of this Agreement. Any materials to be supplied by client shall be delivered to the worksite not less than forty eight (48) hours before the date upon which they will be required by the Contractor in order to continue the work described. Failure of client to supply such materials in a timely manner shall also not be considered to be the responsibility of the Paul Kennedy Construction. **Insurance:** The Contractor agrees to procure and maintain in full force and effect during the term of this Contract, at its own cost, and will provide client with any insurance information needed. **Subcontracting:** Contractor agrees that, notwithstanding, any agreement for materials and/or labor between the Contractor and a third party, Contractor is responsible to client for completion of all work described in a timely and workmanlike manner. **Construction-Related Permits:** The following construction-related permits will be necessary in order to complete the scope of the work included in this Agreement: Building, Plumbing, Electrical, Mechanical, Water, Sewer, Smoke Detector and Gas. The Contractor, in accordance with current state and federal laws, shall be required to apply for and obtain all construction-related permits. The contractor shall not be deemed responsible for delays in the work described in this Agreement caused by regulatory, permit granting or inspection agencies, authorities or individuals. **Modification:** This Agreement, including the provisions relating to price and payment schedule cannot be changed except by a written statement signed by both client and contractor. Cancellation of the Contract Agreement by client will incur a cancellation fee of 10% of total cost of contract. **Miscellaneous Provisions:** This Contract is governed by the laws of New York. Contractor shall not assign this contract. The provisions of the Contract are binding on the heirs, successors or assignees of the parties. The rights and remedies available under this Contract shall be in addition to any rights and remedies allowed by law. No failure to enforce any provision of this Contract on account of any breach thereof shall be considered as a waiver of any right to enforce provisions of this Contract concerning any subsequent or continuing breach. The terms of this Agreement shall remain in full force and effect following final payment. **Copy of Agreement to Be Given to Company/Client:** This Agreement is governed by current state and federal laws. It must be executed in duplicate, and an original signed copy hereof given to the Company/Client at the time of execution. No work under this Agreement shall begin prior to the signing of this Agreement and transmitted to the Company/Client of copy thereof. **Agreement to Arbitrate in the Extent of Dispute:** The Contractor and the Company/Client hereby mutually agree in advance that in the event that the Contractor has a dispute concerning this contract, the contractor may submit such dispute to either the American Arbitration Association or to such other private arbitration service which has been approved by the secretary of the Executive of Consumer Affairs and Business Regulations and the consumer shall be required to submit to such arbitration as provided under current state and federal laws. The decision and award of the arbitrator shall be final. The costs of such proceedings shall be borne equally by both parties. **Severability Clause:** The provisions of the Contract shall be deemed to be severable, and if any term, condition, phrase or portion of the Contract shall be determined to be unlawful or otherwise unenforceable, the remainder of the Contract shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. **Indemnification:** The client agrees to indemnify and hold harmless Paul Kennedy Construction and its employees, from and against all liability, claims, demands, and expenses, including court costs and attorney fees, on account of any injury, loss or damage, which may arise out of or are in any manner connected with the work to be performed under this Contract, if any such injury, loss or damage is cause in whole or in part by, or is claimed to be caused in whole or in part by, the negligent acts, errors, or omissions of the Contractor, any Subcontractor of the Contractor, or any officer, employee, or agent of the Contractor.

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

Signature:

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Date:

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Print Name:

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**Raeni's Restoration LLC**  
Traver Road  
Pleasant Valley, NY 12569

Joseph Lafera

Joseph Lafera  
1915-1925 Lucas Avenue  
cottekill, NY 12419

Joseph Lafera  
1915-1925 Lucas Avenue  
cottekill, NY 12419

Estimate no.: 1099  
Estimate date: 04/12/2024

[illegible]





ESTIMATES #	DATE	EXPIRES
164	04/22/2024	05/31/2024

Title: RMC Gymnasium Dividing Wall Demo

**CUSTOMER**

Roundout Municipal Center  
Joe LaFERA  
1921 Lucas Avenue Extension  
Cottekill, NY 12419

**SERVICE ADDRESS**

1921 Lucas Avenue Extension  
Cottekill, NY 12419

	Qty	Cost/Unit	Total
Dis-assemble gym dividing doors and track	1	\$15,350.00/Total	\$15,350.00
Removal of current gymnasium floor to ceiling dividing wall.			
Cost estimate includes disconnect of existing electric, dismantling of the walls, removal of the walls and related debris, floor protection, related electric disconnect and all labor.			
Special note: gym would be unavailable for use for three days.			
Terms of Payment: Net 15 days after completion of project			

**Subtotal: \$15,350.00**

Subtotal \$15,350.00  
**Total \$15,350.00**



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## TERMS & CONDITIONS

### Please Review the Following Terms and Conditions

**J.H. Construction & General Contracting, INC.,** reserves the right to perform Audits on all Estimates, Proposals, and Pricing in Contracts. At all possible availability, J.H. Construction will provide notice and documentation as well as Change Orders where necessary on any pricing increases or decreases.

**\*Escalation Clause:** J.H. Construction & General Contracting, Inc., reserves the right to review and generate adjustments in fees, wages, or other payments to account for fluctuations in the costs of raw materials or labor. This clause shifts the burdens (due to market changes) for increasing materials and labor costs from the contractor to the client. An escalation clause may be found within the final terms and contract of your project.

**\*Pricing Subject to Audit:** J.H. Construction & General Contracting, Inc., reserves the right in conjunction with the Escalation Clause to perform Audits on Pricing throughout the Project and a Final Project Audit at the Closing and Final Invoicing Stage of the project.

**\*Non-Solicitation Clause:** The owner shall not, directly or indirectly; hire or seek to hire employees of J.H. Construction & General Contracting, Inc., or any of its sub-contractors or their employees for improvements ("side work") to the property herein listed above without the written consent of the contractor's administration.

**\*Change Orders and Requests:** All Change Requests will be submitted to General Contractor including any work scope items that are performed by the Sub-Contractor. J.H. Construction & General Contracting, Inc., will Review the Change Request as well as pricing and submit in writing the Change Order and Cost Associated for Approval.

**\*Permits:** J.H. Construction & General Contracting, Inc., may provide administrative time and pricing to obtain any permits required for the project unless the homeowner/architect chooses to obtain the permits required and pay for them directly.

**\*Insurance:** J.H. Construction & General Contracting, Inc., will furnish all required Contractor Liability and Workman's Comp Insurance upon request. All of our Sub-Contractors shall also carry such insurances to be held on file at the J.H. Construction & General Contracting, Inc., administrative office at all times.

**\*Inspections:** J.H. Construction & General Contracting, Inc., will coordinate with the Local Building and code officials for all Inspections During Project.



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**\*Updates:** Periodic job site inspections shall be completed by one or more members of the J.H. Construction & General Contracting, Inc. administrative team. Your assigned Project Manager will also provide the homeowner/architect with updates as necessary throughout the course of the project.

#### APPROVAL

This Estimate has been accepted on \_\_\_\_\_ by \_\_\_\_\_

Signature: \_\_\_\_\_

\*ALL ESTIMATED LINE ITEMS ARE SUBJECT TO AUDIT. SEE CONTRACT FOR DETAILS.\*

