

Energy One America
454 Jessen Lane
Charleston, SC 29492
Phone: 843-388-6260



Salesperson Contact:
Rollie Garcia
843-277-7351
Date: 02/15/2019

Customer: Millar , Chris
Address: 9820 Queensway Blvd Kingston Plantation Area Myrtle Beach , SC 29572
Contact: o: 843 848 2910 c: 843 848 2910 Chris
Job Location: 9820 Queensway Blvd Kingston Plantation Area Myrtle Beach , SC 29572
Bid # & Name: 534637 - Chris Millar / 9820 Queensway Blvd - Myrtle Beach / South Hampton Condo / Retro Comm Closed Cell Foam With Removal r2

Energy One America is pleased to provide you with a quotation based on the requirements determined at the site address listed above.

WE PROPOSE TO SUPPLY ALL EQUIPMENT, LABOR AND MATERIALS TO THE FOLLOWING SPECIFICATIONS:

Application of 2"= R13.5 (94% HEAT FLOW REDUCTION) of Closed Cell Foam to include the following areas:

- Applied to drive under of South Hampton Condo Building

Application Thermal Barrier For Exposed Spray Foam

- Per code applied over foam

Removal of existing blown attic insulation. Insulation will be bagged and removed from the site.

- Removal of K13 from ceiling of drive under and take off

Customized installation of Foam, Crawlspace, or Mold Prevention Products

- Extensive prep of walls, floor, and storage cabinets at drive under

Fee for above:

\$59,000.00



Contract Services Agreement
Project Address:

I. Parties

A. This contract is hereby entered into by Energy One America henceforth "Installer" and Millar, Chris hereinafter referred to as "Client".

II. Scope of Work

- a. Installer shall be employed as an independent contractor and shall provide the services, materials, labor and supervision to complete the portion of work described in the duly signed and executed estimate document for the property, hereinafter "Services" for the above and referenced project, together with such drawings, specifications and addendum as related thereto:
 - i. Construction plans
 - ii. Scope of Work Estimate
 - iii. Specifications
- b. Scheduled start date of work shall be agreed upon by both parties and a work schedule will be updated as the job progresses. The approximate installation start date shall be _____.
- c. As the scope of work is often divided into several mobilizations, the anticipated number of mobilizations is described in the Scope of Work Estimate. Additional mobilizations that are of no fault of the Installer will be charged at a minimum fee of \$4,000.00 per mobilization.

III. Price and Terms of Payment

- a. In consideration of the Installer's performance of this contract, and at the time and subject to the terms and conditions hereinafter set forth. Client shall pay to the Installer the total sum of \$59,000.00 hereinafter called the "Contract Price."
- b. Client will pay a deposit of 10% of the contract price 7 days prior to mobilization to the scheduled job start date.
- c. Client will pay monthly as work is completed according to the "Schedule of Values" of milestones of the total scope of work.
- d. The Installer may bill for stored materials necessary to maintain the Client's work schedule.
- e. This contract is not subject to any "Pay When Paid" or "Paid if Paid" conditions as this contract is between the Client and the Installer.
- f. In the event that any obligations, as a result of this contract, are placed in the hands of a collection agency, the Client agrees to pay all costs of collection including responsible attorney fees in addition to an interest rate of 1.5% per month on any outstanding balance.

IV. Client Responsibilities

- a. All scheduling will be coordinated between the Installer's Scheduling Department and the Client's designated representative.
- b. Removal of all objects in the area where the Installer will be working (unless otherwise stated in the scope of work). Additionally, Client holds the Installer harmless if damage occurs to objects left in work area during installation.
- c. No one should be present in the work area, inside or outside, during the scheduled installation. This includes other subcontractors. Client should also call the Installer's Lead Technician prior to entering the work area.
- d. Provide adequate access to the site for Installer's crew and equipment during scheduled time. The Installer reserves the right to charge the Client an additional \$4,000 for incorrect information, regarding accessibility to the site, resulting in additional costs or false mobilizations to the Installer. This includes but is not limited to: incomplete or failed code inspections required for Installer to commence scheduled work, incomplete work by other trades, obstructions to gaining access to the work area.
- e. Installer will cover all finished surfaces identified in writing by Client as subject to damage due to overspray. Client releases Installer from liability resulting in damage from overspray of items not identified in advance of the commencement of work.
- f. Where applying spray foam to the underside of any roof deck, the soffits must be fully closed off to prevent any foam from dripping on the exterior of the building below the eaves.
- g. Installer recommends that the Client consult with a certified HVAC contractor whenever insulation with spray foam insulation or performing other energy efficiency upgrades. Installer shall not be held responsible for any issues resulting from decreased air infiltration. Initial: CM

V. Amendment

- a. This contract shall only be amended or modified by written document executed by authorized representatives of Installer and Client. This contract supersedes any other written or verbal communications made previous to this agreement.

VI. Assignment

- a. Any assignment of this contract is void without prior written consent of the Installer.

VII. Basis of Estimate

- a. Energy One America, LLC has completed this estimate based on the architectural plans, specifications and/or documents available for review at the time of this proposal. No warranty is made to pricing for adjusted and/or revised plans or specifications for this project. Pricing for the above scope is good for 6 months from the date of the proposal. Energy One America, LLC reserves the right to adjust pricing should raw materials costs change by more than 5%.

This Contract is hereby duly authorized and executed today, 02/15/2019.

Millar, Chris

Energy One America

Remit to:

454 Jessen Lane
Charleston, SC 29492