



# BISMARCK VISION FUND APPLICATION - FORM 1

Please complete and return to the Bismarck Mandan Chamber EDC  
1640 Burnt Boat Drive, Bismarck, North Dakota 58503.

Applications will be reviewed by the Bismarck Vision Fund Committee.  
Please allow 3 - 4 weeks for consideration.

GENERAL CONTACT INFORMATION		
Business Name: Mustard Seed LLC	<b>FOR INTERNAL USE ONLY</b>	
Business Address: 116 N 5th St.	Date Received:	
City: Bismarck State: ND Zip Code: 58501	Date to Vision Fund Committee:	
Project Address: 116 N 5th St	Date to Commission:	
City: Bismarck State: ND Zip Code: 58501	Date Commission Approved:	
Contact: Amanda Harris	Funding Amount Approved:	
Business Phone Number: 701-751-7636 Cell Number: 701-213-5254	Other:	
Federal Tax ID Number: [REDACTED]		
E-Mail: amanda@harrislawnd.com		
Date Business Established: C2H 9/20, Harris Law 3/15, Mustard Seed 12/23		
Amount Vision Fund Funds Requested: \$38,586.09		
FINANCIAL INFORMATION		
Total Project Cost: 600,000	Owner's Equity: real estate collateral and cash	
PURPOSE OF REQUEST		
<input checked="" type="checkbox"/> New Business <input type="checkbox"/> Business/Equipment Updates <input checked="" type="checkbox"/> Business Expansion <input type="checkbox"/> Other:		
BUSINESS OWNERSHIP INFORMATION		
<b>Ownership Structure</b> <input checked="" type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited Liability Corporation <input type="checkbox"/> Public Corporation <input type="checkbox"/> Other: C2H is Sole Prop, Harris is PLLC, and Mustard Seed is LLC		
<b>Key Owner Names</b> <i>(List all with a 20% interest or more)</i> Amanda Harris - Crappy 2 Happy and Harris Law Offic Bryan Harris - Mustard Seed, LLC _____ _____ _____	<b>% Ownership</b> 100 100 _____ _____ _____	<b>Social Security Number</b> [REDACTED] _____ - - - - - -
<b>Key Management Name/ Phone Number</b> Amanda Harris 701-213-5254 Bryan Harris 313-378-0027 Hunter Wallace 701-751-7636 _____ _____ _____	<b>Titles</b> Attorney/ Owner Property Manager/ Business Administrator Office Manager _____ _____ _____	



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EMPLOYEE INFORMATION				
<b>Current Employees</b>	Full-Time: 2	Avg. Salary: 43,200	Part-Time: 2	Avg. Salary: 9000
<b>3-Year Projection</b>	Full-Time: 3	Avg. Salary: 50,000	Part-Time: 5	Avg. Salary: 10000
<b>5-Year Projection</b>	Full-Time: 4	Avg. Salary: 60,000	Part-Time: 6	Avg. Salary: 12,000
How many jobs will this project create?	Full-Time: 2		Part-Time: 4	
Average salary of new jobs?	Full-Time: 55,000		Part-Time: 11,000	
PROJECT INFORMATION				
Please provide a summary of the project. See attachment.				
Describe what your company does to add value to your product, process or service. See attachment.				
Describe the economic impact this project will have on the city of Bismarck. See attachment.				
Has or will this project receive any other incentive? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please explain.				
Please attach a brief (no more than two pages) description of business, trade area served, kind of jobs to be created, and any other information that may help describe this project and demonstrate eligibility criteria are met.				



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*Additional information or documentation may be requested if deemed necessary.*

Be advised as per North Dakota open records law that applications may be released to the public if requested except for portions subject to NDCC 44-04-18.4 pertaining to confidentiality of trade secret, proprietary, commercial and financial information.

**Certification and Authorization**

I/We certify that all information set forth in this application is a true representation of the facts pertaining to the proposing business for the purpose of obtaining funding under the Bismarck Vision Fund.

I/We understand and acknowledge that any willful misrepresentation of the information contained in this application could result in disqualification from the program, requiring any funds already disbursed to be repaid in full to the City of Bismarck.

The undersigned specifically authorizes the Bismarck Mandan Chamber EDC or its representatives to conduct a background check on the applicant, including the checking of references and the verification of any information on the application.

I understand that personal and/or business information may be requested pursuant to this applicant for an incentive and I hereby give my consent for such information to be provided to the Bismarck Mandan Chamber EDC, Vision Fund Committee, the City of Bismarck or its representatives. I also understand that the Bismarck Vision Fund Committee and the City of Bismarck retain the decision as to whether this incentive application is approved, disapproved, or modified. It is my right to accept or decline the incentive amount and terms approved by the program.

The applicant further certifies that he/she has read and understands the Bismarck Vision Fund Guidelines. The applicant must comply with all local, state and federal regulations. It is understood that all funding commitments are contingent upon the availability of program funds.

**Release of Information**

The applicant hereby authorizes any third party to release to the Bismarck Vision Fund and/or the Bismarck Mandan Chamber EDC without limit, any and all financial information regarding the applicant that is requested by the Bismarck Mandan Chamber EDC, it's representatives or employees. Further, the applicant hereby authorizes release of said records and information by the Bismarck Mandan Chamber EDC to a third party, as deemed necessary by the Bismarck Mandan Chamber EDC, it's representatives or employees.

All owners, officers or partners must sign this application.

Signatures:

/s/ Amanda Harris

3/12/24

\_\_\_\_\_  
*Applicant/Business Owner*

\_\_\_\_\_  
*Date*

/s/ Bryan Harris

3/12/24

\_\_\_\_\_  
*Applicant/Business Owner*

\_\_\_\_\_  
*Date*

## **Bismarck Vision Fund Application – Form 1**

### **Summary Of Project**

This project centers around the purchase of a large commercial building downtown Bismarck. This real estate allows the current two businesses (a retail store and a law practice) to expand by increasing store hours, adding additional employees. This expansion is made possible by the consolidation of two separate buildings into one large building which will provide more efficient and lower operational costs. The large building also comes with residential units and the creation of a third business, Mustard seed LLC. The purpose of Mustard seed is to manage the units and tenants. The property located at 116 N 5th St. needs extensive renovation, specifically, a new roof, electrical, plumbing and deferred maintenance repair. The businesses have funded the remodeling and repairs apart from the roof. In order to finance the construction loan, we need to utilize the Flex Pace funds to assist with the interest buy down on the mortgage and use the interest savings to invest in building repair. We anticipate the construction loan to be over \$100,000. The roof replacement bid is \$91,753 (see attached). This does not include other repairs due to the leaking roof and water damage such as decking repair, insulation, sheet rock, and cracked sky lights. Any additional money will be used to improve the security system, signage and other operation start-up costs.

### **Describe what Company does to add value to your product, process or service.**

Crappy 2 Happy carefully curates vintage junk. We enjoy hunting for the perfect rustic pieces that we can turn into works of art! The Crappy 2 Happy family strives to make people happy with unique junk, DIY projects and art classes, and a unique boutique shopping experience.

Harris Law office PLLC is a reputable law firm providing quality competent mediation and legal services for family and criminal cases in municipal, tribal, state and federal courts.

Mustard Seed LLC provides safe comfortable and affordable residential units to community citizens and traveling professionals.

### **Describe the economic impact this project will have on the City of Bismarck.**

Crappy to Happy generates taxable sales and growing employment/vendor opportunities. The current shop is only open seasonally with 600 square feet of floor space. The new building will allow the business to be open daily with several part-time employees and community vendors/ artists working regular store hours. The new shop is roughly 2500 square feet or four times the size of the previous location.

Harris Law Office PLLC, is projected to save operating costs with this consolidation project. Harris Law intends to reinvest those savings into adding additional employment opportunities to continue providing professional legal services and adding to the rejuvenation of downtown Bismarck's professional services. Harris law is a well-established legal practice that has been successfully operating for the past nine years in Mandan, ND.

Mustard seed LLC will provide safe affordable and stable housing for downtown residents and traveling professionals. The needed roof replacement will directly impact the safety of tenants as well as the revitalization and property values of downtown Bismarck.

**Other Incentives**

This project does not qualify for any other known incentive programs. The Bismarck property tax incentive program does not qualify because the extensive roof replacement is not considered remodeling, but rather maintenance. The former property owners previously utilized the Renaissance funds in 2008, thus the building does not qualify for those funds even though the property has been gutted of many improvements and the roof has caused significant water damage and deterioration of the building.

# Exhibit A: Mustard Seed LLC

LOAN TYPE: Flex PACE  
 LOAN NUMBER:  
 LEAD BANK:

NOTE: The borrower and originating lender should be aware that the fund will provide a set stream of subsidy payments (interest buydown) based upon the payment schedule below. The amount of the borrower's payment, the amortization and all other terms of the loan shall be governed by the promissory note.

The balances shown here, other than the specific buydown amounts, are intended for illustrative purposes only.

## Buydown Account Details

INTEREST BUYDOWN AMOUNT: \$125,682.55  
 BND BUYDOWN AMOUNT: \$81,693.70  
 COMMUNITY BUYDOWN AMOUNT: \$43,988.85  
 PRESENT VALUE BND: \$71,660.00  
 PRESENT VALUE COMMUNITY: \$38,586.09  
 DISTRIBUTION DATE: 3/18/2024

## Loan without buydown

PRINCIPAL: \$450,097.10  
 YIELD RATE: 6.73  
 AMORTIZATION (MONTHS): 240  
 PAYMENT: \$3,443.32

## Loan with buydown

PRINCIPAL: \$450,097.10  
 BORROWING RATE: 3.50  
 AMORTIZATION (MONTHS): 240

Period	Payment	Principal	Interest	Balance
1	\$3,443.32	\$1,003.17	\$2,440.15	\$449,093.93
2	\$3,443.32	\$840.70	\$2,602.62	\$448,253.23
3	\$3,443.32	\$929.37	\$2,513.95	\$447,323.86
4	\$3,443.32	\$850.95	\$2,592.37	\$446,472.91
5	\$3,443.32	\$939.35	\$2,503.97	\$445,533.56
6	\$3,443.32	\$861.33	\$2,581.99	\$444,672.23
7	\$3,443.32	\$866.32	\$2,577.00	\$443,805.91
8	\$3,443.32	\$954.31	\$2,489.01	\$442,851.60
9	\$3,443.32	\$876.87	\$2,566.45	\$441,974.73
10	\$3,443.32	\$964.58	\$2,478.74	\$441,010.15
11	\$3,443.32	\$887.54	\$2,555.78	\$440,122.61
12	\$3,443.32	\$892.69	\$2,550.63	\$439,229.92
13	\$3,443.32	\$1,144.20	\$2,299.12	\$438,085.72
14	\$3,443.32	\$904.49	\$2,538.83	\$437,181.23
15	\$3,443.32	\$991.46	\$2,451.86	\$436,189.77
16	\$3,443.32	\$915.48	\$2,527.84	\$435,274.29
17	\$3,443.32	\$1,002.16	\$2,441.16	\$434,272.13
18	\$3,443.32	\$926.59	\$2,516.73	\$433,345.54
19	\$3,443.32	\$931.96	\$2,511.36	\$432,413.58
20	\$3,443.32	\$1,018.20	\$2,425.12	\$431,395.38
21	\$3,443.32	\$943.26	\$2,500.06	\$430,452.12
22	\$3,443.32	\$1,029.20	\$2,414.12	\$429,422.92
23	\$3,443.32	\$954.69	\$2,488.63	\$428,468.23
24	\$3,443.32	\$960.23	\$2,483.09	\$427,508.00
25	\$3,443.32	\$1,205.55	\$2,237.77	\$426,302.45
26	\$3,443.32	\$972.78	\$2,470.54	\$425,329.67
27	\$3,443.32	\$1,057.93	\$2,385.39	\$424,271.74
28	\$3,443.32	\$984.55	\$2,458.77	\$423,287.19
29	\$3,443.32	\$1,069.38	\$2,373.94	\$422,217.81
30	\$3,443.32	\$996.45	\$2,446.87	\$421,221.36
31	\$3,443.32	\$1,002.23	\$2,441.09	\$420,219.13
32	\$3,443.32	\$1,086.59	\$2,356.73	\$419,132.54
33	\$3,443.32	\$1,014.33	\$2,428.99	\$418,118.21
34	\$3,443.32	\$1,098.37	\$2,344.95	\$417,019.84
35	\$3,443.32	\$1,026.57	\$2,416.75	\$415,993.27
36	\$3,443.32	\$1,032.52	\$2,410.80	\$414,960.75
37	\$3,443.32	\$1,271.23	\$2,172.09	\$413,689.52
38	\$3,443.32	\$1,045.87	\$2,397.45	\$412,643.65

Period	Payment	Principal	Interest	Balance
1	\$2,272.19	\$1,003.17	\$1,269.02	\$449,093.93
2	\$2,194.22	\$840.70	\$1,353.52	\$448,253.23
3	\$2,236.77	\$929.37	\$1,307.40	\$447,323.86
4	\$2,199.14	\$850.95	\$1,348.19	\$446,472.91
5	\$2,241.56	\$939.35	\$1,302.21	\$445,533.56
6	\$2,204.12	\$861.33	\$1,342.79	\$444,672.23
7	\$2,206.51	\$866.32	\$1,340.19	\$443,805.91
8	\$2,248.74	\$954.31	\$1,294.43	\$442,851.60
9	\$2,211.58	\$876.87	\$1,334.71	\$441,974.73
10	\$2,253.67	\$964.58	\$1,289.09	\$441,010.15
11	\$2,216.70	\$887.54	\$1,329.16	\$440,122.61
12	\$2,219.17	\$892.69	\$1,326.48	\$439,229.92
13	\$2,339.88	\$1,144.20	\$1,195.68	\$438,085.72
14	\$2,224.83	\$904.49	\$1,320.34	\$437,181.23
15	\$2,266.57	\$991.46	\$1,275.11	\$436,189.77
16	\$2,230.11	\$915.48	\$1,314.63	\$435,274.29
17	\$2,271.71	\$1,002.16	\$1,269.55	\$434,272.13
18	\$2,235.44	\$926.59	\$1,308.85	\$433,345.54
19	\$2,238.02	\$931.96	\$1,306.06	\$432,413.58
20	\$2,279.41	\$1,018.20	\$1,261.21	\$431,395.38
21	\$2,243.44	\$943.26	\$1,300.18	\$430,452.12
22	\$2,284.69	\$1,029.20	\$1,255.49	\$429,422.92
23	\$2,248.93	\$954.69	\$1,294.24	\$428,468.23
24	\$2,251.58	\$960.23	\$1,291.35	\$427,508.00
25	\$2,369.32	\$1,205.55	\$1,163.77	\$426,302.45
26	\$2,257.61	\$972.78	\$1,284.83	\$425,329.67
27	\$2,298.47	\$1,057.93	\$1,240.54	\$424,271.74
28	\$2,263.26	\$984.55	\$1,278.71	\$423,287.19
29	\$2,303.97	\$1,069.38	\$1,234.59	\$422,217.81
30	\$2,268.97	\$996.45	\$1,272.52	\$421,221.36
31	\$2,271.74	\$1,002.23	\$1,269.51	\$420,219.13
32	\$2,312.23	\$1,086.59	\$1,225.64	\$419,132.54
33	\$2,277.55	\$1,014.33	\$1,263.22	\$418,118.21
34	\$2,317.88	\$1,098.37	\$1,219.51	\$417,019.84
35	\$2,283.42	\$1,026.57	\$1,256.85	\$415,993.27
36	\$2,286.28	\$1,032.52	\$1,253.76	\$414,960.75
37	\$2,400.85	\$1,271.23	\$1,129.62	\$413,689.52
38	\$2,292.69	\$1,045.87	\$1,246.82	\$412,643.65

Period	Interest Buydown	BND (65.00%)	Community (35.00%)
1	\$1,171.13	\$761.23	\$409.90
2	\$1,249.10	\$811.92	\$437.18
3	\$1,206.55	\$784.26	\$422.29
4	\$1,244.18	\$808.72	\$435.46
5	\$1,201.76	\$781.14	\$420.62
6	\$1,239.20	\$805.48	\$433.72
7	\$1,236.81	\$803.93	\$432.88
8	\$1,194.58	\$776.48	\$418.10
9	\$1,231.74	\$800.63	\$431.11
10	\$1,189.65	\$773.27	\$416.38
11	\$1,226.62	\$797.30	\$429.32
12	\$1,224.15	\$795.70	\$428.45
13	\$1,103.44	\$717.24	\$386.20
14	\$1,218.49	\$792.02	\$426.47
15	\$1,176.75	\$764.89	\$411.86
16	\$1,213.21	\$788.59	\$424.62
17	\$1,171.61	\$761.55	\$410.06
18	\$1,207.88	\$785.12	\$422.76
19	\$1,205.30	\$783.44	\$421.86
20	\$1,163.91	\$756.54	\$407.37
21	\$1,199.88	\$779.92	\$419.96
22	\$1,158.63	\$753.11	\$405.52
23	\$1,194.39	\$776.35	\$418.04
24	\$1,191.74	\$774.63	\$417.11
25	\$1,074.00	\$698.10	\$375.90
26	\$1,185.71	\$770.71	\$415.00
27	\$1,144.85	\$744.15	\$400.70
28	\$1,180.06	\$767.04	\$413.02
29	\$1,139.35	\$740.58	\$398.77
30	\$1,174.35	\$763.33	\$411.02
31	\$1,171.58	\$761.53	\$410.05
32	\$1,131.09	\$735.21	\$395.88
33	\$1,165.77	\$757.75	\$408.02
34	\$1,125.44	\$731.54	\$393.90
35	\$1,159.90	\$753.94	\$405.96
36	\$1,157.04	\$752.08	\$404.96
37	\$1,042.47	\$677.61	\$364.86
38	\$1,150.63	\$747.91	\$402.72

39	\$3,443.32	\$1,129.08	\$2,314.24	\$411,514.57	39	\$2,332.62	\$1,129.08	\$1,203.54	\$411,514.57	39	\$1,110.70	\$721.96	\$388.74
40	\$3,443.32	\$1,058.48	\$2,384.84	\$410,456.09	40	\$2,298.74	\$1,058.48	\$1,240.26	\$410,456.09	40	\$1,144.58	\$743.98	\$400.60
41	\$3,443.32	\$1,141.35	\$2,301.97	\$409,314.74	41	\$2,338.51	\$1,141.35	\$1,197.16	\$409,314.74	41	\$1,104.81	\$718.13	\$386.68
42	\$3,443.32	\$1,071.23	\$2,372.09	\$408,243.51	42	\$2,304.86	\$1,071.23	\$1,233.63	\$408,243.51	42	\$1,138.46	\$740.00	\$398.46
43	\$3,443.32	\$1,077.44	\$2,365.88	\$407,166.07	43	\$2,307.84	\$1,077.44	\$1,230.40	\$407,166.07	43	\$1,135.48	\$738.06	\$397.42
44	\$3,443.32	\$1,159.80	\$2,283.52	\$406,006.27	44	\$2,347.37	\$1,159.80	\$1,187.57	\$406,006.27	44	\$1,095.95	\$712.37	\$383.58
45	\$3,443.32	\$1,090.40	\$2,352.92	\$404,915.87	45	\$2,314.06	\$1,090.40	\$1,223.66	\$404,915.87	45	\$1,129.26	\$734.02	\$395.24
46	\$3,443.32	\$1,172.42	\$2,270.90	\$403,743.45	46	\$2,353.42	\$1,172.42	\$1,181.00	\$403,743.45	46	\$1,089.90	\$708.44	\$381.46
47	\$3,443.32	\$1,103.51	\$2,339.81	\$402,639.94	47	\$2,320.35	\$1,103.51	\$1,216.84	\$402,639.94	47	\$1,122.97	\$729.93	\$393.04
48	\$3,443.32	\$1,109.91	\$2,333.41	\$401,530.03	48	\$2,323.42	\$1,109.91	\$1,213.51	\$401,530.03	48	\$1,119.90	\$727.94	\$391.96
49	\$3,443.32	\$1,266.47	\$2,176.85	\$400,263.56	49	\$2,398.56	\$1,266.47	\$1,132.09	\$400,263.56	49	\$1,044.76	\$679.09	\$365.67
50	\$3,443.32	\$1,123.68	\$2,319.64	\$399,139.88	50	\$2,330.03	\$1,123.68	\$1,206.35	\$399,139.88	50	\$1,113.29	\$723.64	\$389.65
51	\$3,443.32	\$1,204.81	\$2,238.51	\$397,935.07	51	\$2,368.97	\$1,204.81	\$1,164.16	\$397,935.07	51	\$1,074.35	\$698.33	\$376.02
52	\$3,443.32	\$1,137.18	\$2,306.14	\$396,797.89	52	\$2,336.51	\$1,137.18	\$1,199.33	\$396,797.89	52	\$1,106.81	\$719.43	\$387.38
53	\$3,443.32	\$1,217.95	\$2,225.37	\$395,579.94	53	\$2,375.27	\$1,217.95	\$1,157.32	\$395,579.94	53	\$1,068.05	\$694.23	\$373.82
54	\$3,443.32	\$1,150.82	\$2,292.50	\$394,429.12	54	\$2,343.06	\$1,150.82	\$1,192.24	\$394,429.12	54	\$1,100.26	\$715.17	\$385.09
55	\$3,443.32	\$1,157.49	\$2,285.83	\$393,271.63	55	\$2,346.26	\$1,157.49	\$1,188.77	\$393,271.63	55	\$1,097.06	\$713.09	\$383.97
56	\$3,443.32	\$1,237.72	\$2,205.60	\$392,033.91	56	\$2,384.76	\$1,237.72	\$1,147.04	\$392,033.91	56	\$1,058.56	\$688.06	\$370.50
57	\$3,443.32	\$1,171.37	\$2,271.95	\$390,862.54	57	\$2,352.92	\$1,171.37	\$1,181.55	\$390,862.54	57	\$1,090.40	\$708.76	\$381.64
58	\$3,443.32	\$1,251.23	\$2,192.09	\$389,611.31	58	\$2,391.25	\$1,251.23	\$1,140.02	\$389,611.31	58	\$1,052.07	\$683.85	\$368.22
59	\$3,443.32	\$1,185.41	\$2,257.91	\$388,425.90	59	\$2,359.66	\$1,185.41	\$1,174.25	\$388,425.90	59	\$1,083.66	\$704.38	\$379.28
60	\$3,443.32	\$1,192.28	\$2,251.04	\$387,233.62	60	\$2,362.95	\$1,192.28	\$1,170.67	\$387,233.62	60	\$1,080.37	\$702.24	\$378.13
61	\$3,443.32	\$1,416.37	\$2,026.95	\$385,817.25	61	\$2,470.50	\$1,416.37	\$1,054.13	\$385,817.25	61	\$972.82	\$632.33	\$340.49
62	\$3,443.32	\$1,207.40	\$2,235.92	\$384,609.85	62	\$2,370.21	\$1,207.40	\$1,162.81	\$384,609.85	62	\$1,073.11	\$697.52	\$375.59
63	\$3,443.32	\$1,286.30	\$2,157.02	\$383,323.55	63	\$2,408.08	\$1,286.30	\$1,121.78	\$383,323.55	63	\$1,035.24	\$672.91	\$362.33
64	\$3,443.32	\$1,221.85	\$2,221.47	\$382,101.70	64	\$2,377.15	\$1,221.85	\$1,155.30	\$382,101.70	64	\$1,066.17	\$693.01	\$373.16
65	\$3,443.32	\$1,300.37	\$2,142.95	\$380,801.33	65	\$2,414.83	\$1,300.37	\$1,114.46	\$380,801.33	65	\$1,028.49	\$668.52	\$359.97
66	\$3,443.32	\$1,236.47	\$2,206.85	\$379,564.86	66	\$2,384.16	\$1,236.47	\$1,147.69	\$379,564.86	66	\$1,059.16	\$688.45	\$370.71
67	\$3,443.32	\$1,243.64	\$2,199.68	\$378,321.22	67	\$2,387.60	\$1,243.64	\$1,143.96	\$378,321.22	67	\$1,055.72	\$686.22	\$369.50
68	\$3,443.32	\$1,321.57	\$2,121.75	\$376,999.65	68	\$2,425.01	\$1,321.57	\$1,103.44	\$376,999.65	68	\$1,018.31	\$661.90	\$356.41
69	\$3,443.32	\$1,258.50	\$2,184.82	\$375,741.15	69	\$2,394.74	\$1,258.50	\$1,136.24	\$375,741.15	69	\$1,048.58	\$681.58	\$367.00
70	\$3,443.32	\$1,336.04	\$2,107.28	\$374,405.11	70	\$2,431.95	\$1,336.04	\$1,095.91	\$374,405.11	70	\$1,011.37	\$657.39	\$353.98
71	\$3,443.32	\$1,273.54	\$2,169.78	\$373,131.57	71	\$2,401.95	\$1,273.54	\$1,128.41	\$373,131.57	71	\$1,041.37	\$676.89	\$364.48
72	\$3,443.32	\$1,280.92	\$2,162.40	\$371,850.65	72	\$2,405.50	\$1,280.92	\$1,124.58	\$371,850.65	72	\$1,037.82	\$674.58	\$363.24
73	\$3,443.32	\$1,496.89	\$1,946.43	\$370,353.76	73	\$2,509.15	\$1,496.89	\$1,012.26	\$370,353.76	73	\$934.17	\$607.21	\$326.96
74	\$3,443.32	\$1,297.02	\$2,146.30	\$369,056.74	74	\$2,413.22	\$1,297.02	\$1,116.20	\$369,056.74	74	\$1,030.10	\$669.56	\$360.54
75	\$3,443.32	\$1,373.53	\$2,069.79	\$367,683.21	75	\$2,449.94	\$1,373.53	\$1,076.41	\$367,683.21	75	\$993.38	\$645.70	\$347.68
76	\$3,443.32	\$1,312.49	\$2,130.83	\$366,370.72	76	\$2,420.65	\$1,312.49	\$1,108.16	\$366,370.72	76	\$1,022.67	\$664.74	\$357.93
77	\$3,443.32	\$1,388.59	\$2,054.73	\$364,982.13	77	\$2,457.17	\$1,388.59	\$1,068.58	\$364,982.13	77	\$986.15	\$641.00	\$345.15
78	\$3,443.32	\$1,328.15	\$2,115.17	\$363,653.98	78	\$2,428.16	\$1,328.15	\$1,100.01	\$363,653.98	78	\$1,015.16	\$659.85	\$355.31
79	\$3,443.32	\$1,335.84	\$2,107.48	\$362,318.14	79	\$2,431.85	\$1,335.84	\$1,096.01	\$362,318.14	79	\$1,011.47	\$657.46	\$354.01
80	\$3,443.32	\$1,411.32	\$2,032.00	\$360,906.82	80	\$2,468.08	\$1,411.32	\$1,056.76	\$360,906.82	80	\$975.24	\$633.91	\$341.33
81	\$3,443.32	\$1,351.76	\$2,091.56	\$359,555.06	81	\$2,439.50	\$1,351.76	\$1,087.74	\$359,555.06	81	\$1,003.82	\$652.48	\$351.34
82	\$3,443.32	\$1,426.82	\$2,016.50	\$358,128.24	82	\$2,475.52	\$1,426.82	\$1,048.70	\$358,128.24	82	\$967.80	\$629.07	\$338.73
83	\$3,443.32	\$1,367.87	\$2,075.45	\$356,760.37	83	\$2,447.23	\$1,367.87	\$1,079.36	\$356,760.37	83	\$996.09	\$647.46	\$348.63
84	\$3,443.32	\$1,375.79	\$2,067.53	\$355,384.58	84	\$2,451.03	\$1,375.79	\$1,075.24	\$355,384.58	84	\$992.29	\$644.99	\$347.30
85	\$3,443.32	\$1,583.08	\$1,860.24	\$353,801.50	85	\$2,550.52	\$1,583.08	\$967.44	\$353,801.50	85	\$892.80	\$580.32	\$312.48
86	\$3,443.32	\$1,392.94	\$2,050.38	\$352,408.56	86	\$2,459.26	\$1,392.94	\$1,066.32	\$352,408.56	86	\$984.06	\$639.64	\$344.42
87	\$3,443.32	\$1,466.90	\$1,976.42	\$350,941.66	87	\$2,494.76	\$1,466.90	\$1,027.86	\$350,941.66	87	\$948.56	\$616.56	\$332.00
88	\$3,443.32	\$1,409.52	\$2,033.80	\$349,532.14	88	\$2,467.22	\$1,409.52	\$1,057.70	\$349,532.14	88	\$976.10	\$634.46	\$341.64
89	\$3,443.32	\$1,483.03	\$1,960.29	\$348,049.11	89	\$2,502.50	\$1,483.03	\$1,019.47	\$348,049.11	89	\$940.82	\$611.53	\$329.29
90	\$3,443.32	\$1,426.28	\$2,017.04	\$346,622.83	90	\$2,475.26	\$1,426.28	\$1,048.98	\$346,622.83	90	\$968.06	\$629.24	\$338.82
91	\$3,443.32	\$1,434.54	\$2,008.78	\$345,188.29	91	\$2,479.22	\$1,434.54	\$1,044.68	\$345,188.29	91	\$964.10	\$626.66	\$337.44
92	\$3,443.32	\$1,507.39	\$1,935.93	\$343,680.90	92	\$2,514.19	\$1,507.39	\$1,006.80	\$343,680.90	92	\$929.13	\$603.93	\$325.20
93	\$3,443.32	\$1,451.59	\$1,991.73	\$342,229.31	93	\$2,487.41	\$1,451.59	\$1,035.82	\$342,229.31	93	\$955.91	\$621.34	\$334.57
94	\$3,443.32	\$1,523.98	\$1,919.34	\$340,705.33	94	\$2,522.15	\$1,523.98	\$998.17	\$340,705.33	94	\$921.17	\$598.76	\$322.41
95	\$3,443.32	\$1,468.84	\$1,974.48	\$339,236.49	95	\$2,495.69	\$1,468.84	\$1,026.85	\$339,236.49	95	\$947.63	\$615.96	\$331.67
96	\$3,443.32	\$1,477.35	\$1,965.97	\$337,759.14	96	\$2,499.77	\$1,477.35	\$1,022.42	\$337,759.14	96	\$943.55	\$613.31	\$330.24
97	\$3,443.32	\$1,612.20	\$1,831.12	\$336,146.94	97	\$2,564.49	\$1,612.20	\$952.29	\$336,146.94	97	\$878.83	\$571.24	\$307.59

98	\$3,443.32	\$1,495.26	\$1,948.06	\$334,651.68	98	\$2,508.37	\$1,495.26	\$1,013.11	\$334,651.68	98	\$934.95	\$607.72	\$327.23
99	\$3,443.32	\$1,566.48	\$1,876.84	\$333,085.20	99	\$2,542.55	\$1,566.48	\$976.07	\$333,085.20	99	\$900.77	\$585.50	\$315.27
100	\$3,443.32	\$1,513.00	\$1,930.32	\$331,572.20	100	\$2,516.88	\$1,513.00	\$1,003.88	\$331,572.20	100	\$926.44	\$602.19	\$324.25
101	\$3,443.32	\$1,583.75	\$1,859.57	\$329,988.45	101	\$2,550.84	\$1,583.75	\$967.09	\$329,988.45	101	\$892.48	\$580.11	\$312.37
102	\$3,443.32	\$1,530.95	\$1,912.37	\$328,457.50	102	\$2,525.50	\$1,530.95	\$994.55	\$328,457.50	102	\$917.82	\$596.58	\$321.24
103	\$3,443.32	\$1,539.82	\$1,903.50	\$326,917.68	103	\$2,529.75	\$1,539.82	\$989.93	\$326,917.68	103	\$913.57	\$593.82	\$319.75
104	\$3,443.32	\$1,609.86	\$1,833.46	\$325,307.82	104	\$2,563.37	\$1,609.86	\$953.51	\$325,307.82	104	\$879.95	\$571.97	\$307.98
105	\$3,443.32	\$1,558.07	\$1,885.25	\$323,749.75	105	\$2,538.51	\$1,558.07	\$980.44	\$323,749.75	105	\$904.81	\$588.13	\$316.68
106	\$3,443.32	\$1,627.62	\$1,815.70	\$322,122.13	106	\$2,571.89	\$1,627.62	\$944.27	\$322,122.13	106	\$871.43	\$566.43	\$305.00
107	\$3,443.32	\$1,576.53	\$1,866.79	\$320,545.60	107	\$2,547.37	\$1,576.53	\$970.84	\$320,545.60	107	\$895.95	\$582.37	\$313.58
108	\$3,443.32	\$1,585.67	\$1,857.65	\$318,959.93	108	\$2,551.76	\$1,585.67	\$966.09	\$318,959.93	108	\$891.56	\$579.51	\$312.05
109	\$3,443.32	\$1,773.74	\$1,669.58	\$317,186.19	109	\$2,642.02	\$1,773.74	\$868.28	\$317,186.19	109	\$801.30	\$520.84	\$280.46
110	\$3,443.32	\$1,605.14	\$1,838.18	\$315,581.05	110	\$2,561.10	\$1,605.14	\$955.96	\$315,581.05	110	\$882.22	\$573.44	\$308.78
111	\$3,443.32	\$1,673.44	\$1,769.88	\$313,907.61	111	\$2,593.88	\$1,673.44	\$920.44	\$313,907.61	111	\$849.44	\$552.14	\$297.30
112	\$3,443.32	\$1,624.14	\$1,819.18	\$312,283.47	112	\$2,570.22	\$1,624.14	\$946.08	\$312,283.47	112	\$873.10	\$567.52	\$305.58
113	\$3,443.32	\$1,691.93	\$1,751.39	\$310,591.54	113	\$2,602.76	\$1,691.93	\$910.83	\$310,591.54	113	\$840.56	\$546.36	\$294.20
114	\$3,443.32	\$1,643.36	\$1,799.96	\$308,948.18	114	\$2,579.45	\$1,643.36	\$936.09	\$308,948.18	114	\$863.87	\$561.52	\$302.35
115	\$3,443.32	\$1,652.88	\$1,790.44	\$307,295.30	115	\$2,584.02	\$1,652.88	\$931.14	\$307,295.30	115	\$859.30	\$558.54	\$300.76
116	\$3,443.32	\$1,719.91	\$1,723.41	\$305,575.39	116	\$2,616.19	\$1,719.91	\$896.28	\$305,575.39	116	\$827.13	\$537.63	\$289.50
117	\$3,443.32	\$1,672.43	\$1,770.89	\$303,902.96	117	\$2,593.40	\$1,672.43	\$920.97	\$303,902.96	117	\$849.92	\$552.45	\$297.47
118	\$3,443.32	\$1,738.93	\$1,704.39	\$302,164.03	118	\$2,625.31	\$1,738.93	\$886.38	\$302,164.03	118	\$818.01	\$531.71	\$286.30
119	\$3,443.32	\$1,692.20	\$1,751.12	\$300,471.83	119	\$2,602.89	\$1,692.20	\$910.69	\$300,471.83	119	\$840.43	\$546.28	\$294.15
120	\$3,443.32	\$1,702.00	\$1,741.32	\$298,769.83	120	\$2,607.59	\$1,702.00	\$905.59	\$298,769.83	120	\$835.73	\$543.22	\$292.51
	<b>\$413,198.40</b>	<b>\$151,327.27</b>	<b>\$261,871.13</b>			<b>\$287,515.85</b>	<b>\$151,327.27</b>	<b>\$136,188.58</b>			<b>\$125,682.55</b>	<b>\$81,693.70</b>	<b>\$43,988.85</b>

1810 North 6<sup>th</sup> Street  
 PO Box 12878  
**Grand Forks, ND 58208**  
 Office: 701.775.5369  
 Fax: 701.775.2419

205 42<sup>nd</sup> Street SE, Ste. 100  
**Minot, ND 58702**  
 Office: 701.838.5945  
 Fax: 701.838.5864

2315 7<sup>th</sup> Avenue North  
**Fargo, ND 58102**  
 Office: 701.232.7330  
 Fax: 701.232.5298

105 7<sup>th</sup> Avenue SE  
**Jamestown, ND 58401**  
 Phone: 701.252.2403  
 Fax: 701.775.2419

213 Riverwood Ave. SE  
**Mandan, ND 58554**  
 Phone: 701.663.8972

314 5<sup>th</sup> Street SE  
**Devils Lake, ND 58301**  
 Office: 701.662.8137  
 Fax: 701.662.3190

Equal Opportunity Employer / Toll Free: 1.800.732.4246 / www.tectaamerica.com

<b>TO</b>	<del>Harrison Law Firm</del> Mustard Seed LLC 116 North 5 <sup>th</sup> Street Bismarck, ND 58501	<b>DATE</b>	January 10, 2024
		<b>PROJECT</b>	<del>Harrison Law Firm</del> Mustard Seed LLC Partial Re-Roof (2,400 s.f.) 116 North 5 <sup>th</sup> Street
		<b>LOCATION</b>	Bismarck, ND

**WE ARE PLEASED TO QUOTE ON THE FOLLOWING**

The undersigned proposes to furnish all labor, materials, and equipment, and to finish in a workmanlike manner all work as noted below:

Set up at site. Protect building from debris, and secure work area.

Secure required building permits.

Provide a temporary toilet facility for roofing and sheet metal crews.

Provide all necessary equipment required for lifting material and equipment on to the roof.

Remove the existing roof membrane and insulation down to the structural decking.

Haul away all roofing debris and clean site as necessary.

Using Carlisle HP Fasteners and Insulation Plates, mechanically fasten one layer of 2.6" ISO Insulation and Tapered ISO Crickets to the wood deck.

Install a Carlisle 60 mil Adhered EPDM Roof System in accordance with manufacturer's recommendations.

Install Carlisle 60 mil EPDM base flashings at all parapet wall, roof-to-wall, and roof curb details. Details will be in accordance with the manufacturer's recommendations.

Install Carlisle EPDM pre-molded pipe boots on all pipe penetrations.

Remove and dispose of exiting metal coping cap, counter flashing, keeper strip, and thru-wall scupper.

Fabricate and install new 24 Gauge Prefinished Galvanized Metal Coping Cap at roof perimeter details.

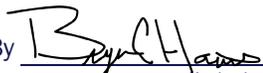
The parties acknowledge that the potential effects of the global outbreak of the Coronavirus (COVID-19) on the construction industry and the performance of construction projects are not yet fully known and are beyond the control of the parties. The effects of this outbreak may adversely affect the Contractor's (or Subcontractor's) labor force, the supply chain for materials, the delivery of materials and/or otherwise adversely affect the Contractor's (or Subcontractor's) performance of the work, causing delays in the prosecution and completion of the work and the project. The parties agree that delays resulting from the effects of the Coronavirus are beyond the control of the Contractor (or Subcontractor) and the Contractor (or Subcontractor) will be granted a reasonable extension of time and a potential equitable adjustment to complete its work if such delays occur.

Building Permit. Some cities require a building permit be purchased for re-roofing projects. Unless specifically stated on this proposal, Tecta America Dakotas LLC has not included that cost. Expiration. This proposal expires 30 days from date hereof.

**See additional conditions on reverse.**

**Accepted**

**Tecta America Dakotas LLC**

By   
 (Authorized Signature)

By   
 Colby Caster

Please sign front, initial back and return one copy. By signing, both parties agree to the Terms and Conditions on reverse.

1810 North 6 <sup>th</sup> Street PO Box 12878 <b>Grand Forks, ND 58208</b> Office: 701.775.5369 Fax: 701.775.2419	205 42 <sup>nd</sup> Street SE, Ste. 100 <b>Minot, ND 58702</b> Office: 701.838.5945 Fax: 701.838.5864	2315 7 <sup>th</sup> Avenue North <b>Fargo, ND 58102</b> Office: 701.232.7330 Fax: 701.232.5298	105 7 <sup>th</sup> Avenue SE <b>Jamestown, ND 58401</b> Phone: 701.252.2403 Fax: 701.775.2419	213 Riverwood Ave. SE <b>Mandan, ND 58554</b> Phone: 701.663.8972	307 5 <sup>th</sup> Street SE <b>Devils Lake, ND 58301</b> Office: 701.662.8137 Fax: 701.662.3190
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Equal Opportunity Employer / Toll Free: 1.800.732.4246 / www.tectaamerica.com

<b>TO</b>	<del>Harrison Law Firm</del> Mustard Seed LLC 116 North 5 <sup>th</sup> Street Bismarck, ND 58501	<b>DATE</b>	January 10, 2024
<b>PROJECT</b>	<del>Harrison Law Firm</del> Mustard Seed LLC Partial Re-Roof (2,400 s.f.) 116 North 5 <sup>th</sup> Street	<b>LOCATION</b>	Bismarck, ND

**WE ARE PLEASED TO QUOTE ON THE FOLLOWING**

- Fabricate and install new 22 Gauge Galvanized Metal Keeper Strip at roof perimeter details.
- Fabricate and install one new 24 Gauge Prefinished Galvanized Metal Thru-Wall Scupper.
- Prefinished Galvanized Metal to be 24 Gauge and shall be chosen from manufacturer's standard color chart.
- Provide a Carlisle 10 Year Warranty.

**All of the above work will be provided for the sum of .....\$91,753.00**

**Note No. 1:**

If bad decking is found, deck replacement will be at and additional time and material cost.

**Exclusions:**

1. Roof damage caused by other trade traffic/work. Responsible trade(s) will be billed for repairs.
2. Temporary roofing.
3. Multiple mobilizations.
4. Disconnect or reconnects of any electrical lines, gas lines, roof top units or wrapping of power lines.
5. Raising of any electrical lines, gas lines, or roof top units.
6. Wood blocking or sheathing.
7. Snow and ice removal.
8. Non roof related sheet metal flashings including, but limited to, window and door trim, through wall flashing, wall panels and associated trim, transition flashing etc.

The parties acknowledge that the potential effects of the global outbreak of the Coronavirus (COVID-19) on the construction industry and the performance of construction projects are not yet fully known and are beyond the control of the parties. The effects of this outbreak may adversely affect the Contractor's (or Subcontractor's) labor force, the supply chain for materials, the delivery of materials and/or otherwise adversely affect the Contractor's (or Subcontractor's) performance of the work, causing delays in the prosecution and completion of the work and the project. The parties agree that delays resulting from the effects of the Coronavirus are beyond the control of the Contractor (or Subcontractor) and the Contractor (or Subcontractor) will be granted a reasonable extension of time and a potential equitable adjustment to complete its work if such delays occur.

Building Permit. Some cities require a building permit be purchased for re-roofing projects. Unless specifically stated on this proposal, Tecta America Dakotas LLC has not included that cost. Expiration. This proposal expires 30 days from date hereof.

**See additional conditions on reverse.**

**Accepted**

**Tecta America Dakotas LLC**

By   
 (Authorized Signature)

By   
 Colby Caster

Please sign front, initial back and return one copy. By signing, both parties agree to the Terms and Conditions on reverse.

## TERMS AND CONDITIONS

Nature of Work. Tecta America Dakotas LLC shall furnish the labor and material to perform the work described herein or in the referenced contract documents. Tecta America Dakotas LLC does not provide engineering, consulting or architectural services. It is the Owner's responsibility to retain a licensed architect or engineer to determine proper design and code compliance. Tecta America Dakotas LLC is not responsible for structural integrity and design, including compliance with codes. If plans, specifications or other design documents have been furnished to Tecta America Dakotas LLC, Customer warrants that they are sufficient and conform to all applicable laws and building codes. Tecta America Dakotas LLC is not responsible for loss, damage or expense due to defects in plans or specifications or building code violations unless such damage results from a deviation by Tecta America Dakotas LLC from the contract documents. Customer warrants all structures to be in sound condition capable of withstanding normal roofing construction equipment and operations. Tecta America Dakotas LLC is not responsible for location of roof drains, adequacy of drainage or ponding on the roof.

1. Indemnification. To the fullest extent permitted by law, Tecta America Dakotas LLC shall indemnify and hold harmless the customer, and all of their agents, officers, directors, and employees from and against all claims, damages, and losses directly caused by Tecta America Dakotas LLC's work under this Contract provided that any such claim, damage, loss or expense is caused in whole or in part, and only to the extent from a negligent act or omission of Tecta America Dakotas LLC or anyone for whose work Tecta America Dakotas LLC is responsible under this contract. IN NO EVENT SHALL SUCH LIABILITY INCLUDE INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, UNMITIGATED, OR CONSEQUENTIAL DAMAGES.
2. Asbestos and Toxic Materials. This proposal and contract is based upon the work to be performed by Tecta America Dakotas LLC 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. Tecta America Dakotas LLC 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, Tecta America Dakotas LLC 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.
3. Insurance. Tecta America Dakotas LLC shall carry worker's compensation, automobile liability, commercial general liability and such other insurance as required by law. Tecta America Dakotas LLC 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 Tecta America Dakotas LLC, covering fire, extended coverage, windstorm, 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 Tecta America Dakotas LLC's equipment is removed from the premises.
4. Additional Insured. If Customer requires and Tecta America Dakotas LLC agrees to name Customer or others as an additional insured on Tecta America Dakotas LLC's liability insurance policy, Customer and Tecta America Dakotas LLC 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 Tecta America Dakotas LLC and is not intended to make the Tecta America Dakotas LLC's insurer liable for claims that are due to the fault of the additional insured.
5. Changes in the Work and Extra Work. Customer shall be entitled to order changes in the Work and the total contract price adjusted accordingly. Any penetrations through the roofing to be installed by Tecta America Dakotas LLC not shown on the plans provided to Tecta America Dakotas LLC prior to submittal of this proposal shall be considered an order for extra work. Any carpentry work required to replace rotten or missing wood or deteriorated decking shall be done on a labor and material basis as an extra unless specifically included in the Scope of Work section.
6. Availability of Site. Tecta America Dakotas LLC shall be provided with direct access to the work site for the passage of trucks and materials and direct access to the roof. Tecta America Dakotas LLC shall not be required to begin work until underlying areas are ready and acceptable to receive Tecta America Dakotas LLC's work and sufficient areas of roof deck are available and free from dirt, snow, ice, water or debris to allow continuous full operation until job completion. The expense of snow, ice, water or debris removal and any extra trips by Tecta America Dakotas LLC to the job as a result of the job not being ready for roof application after Tecta America Dakotas LLC has been notified to proceed will be charged as an extra.
7. Site Conditions. Tecta America Dakotas LLC shall not be responsible for additional costs due to the existence of utilities, wet insulation, deteriorated deck or other subsurface or latent conditions that are not disclosed in writing to Tecta America Dakotas LLC. The raising, disconnection or re-connection of any mechanical equipment on the roof that may be necessary for Tecta America Dakotas LLC to perform the roofing work shall be performed by others or treated as an extra.
8. Price Volatility. Asphalt, steel products, isocyanurate and other roofing products are sometimes subject to unusual price volatility due to conditions that are beyond the control or anticipation of Tecta America Dakotas LLC. If there is a substantial increase in these or other 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 Tecta America Dakotas LLC, upon submittal of written documentation and advance notice to Customer.
9. Fumes and Emissions. Owner and Tecta America Dakotas LLC acknowledge that asphalt may be heated by Tecta America Dakotas LLC, odors and emissions from other roofing products will be released and noise will be generated as part of the roofing operations to be performed by Tecta America Dakotas LLC. Customer shall be responsible for interior air quality, including controlling mechanical equipment, HVAC units, intake vents, wall vents, windows, doors and other openings to prevent fumes and odors from entering the building. Customer is aware that roofing products emit fumes, vapors and odors during the application process. Customer shall hold Tecta America Dakotas LLC harmless from claims from third parties relating to fumes and odors that are emitted during the normal roofing process.
10. Back Charges. No back charges or claims for payment of services rendered or materials and equipment furnished by Customer to Tecta America Dakotas LLC shall be valid unless previously authorized in writing by Tecta America Dakotas LLC and unless written notice is given to Tecta America Dakotas LLC within ten (10) days of the event, act or omission which is the basis of the back charge.
11. Damages and Delays. Tecta America Dakotas LLC will not be responsible for damage done to Tecta America Dakotas LLC's work by others. Any repairing of the same by Tecta America Dakotas LLC will be charged at regular scheduled rates over and above the amount of this proposal. Tecta America Dakotas LLC 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, 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, Tecta America Dakotas LLC's time for performance under this proposal shall be extended for a time sufficient to permit completion of the Work.
12. Electrical Conduit. Tecta America Dakotas LLC'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 Tecta America Dakotas LLC from any personal injury, damage, claim, loss or expense resulting from the presence of electrical conduit, shall render the conduit harmless so as to avoid injury to Tecta America Dakotas LLC's personnel, and shall compensate Tecta America Dakotas LLC for additional time, labor and expense resulting from the presence of such materials.
13. Right to Stop Work. The failure of Customer to make proper payment to Tecta America Dakotas LLC when due shall entitle Tecta America Dakotas LLC, 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 Tecta America Dakotas LLC shall be increased by the amount of Tecta America Dakotas LLC's reasonable costs of shut-down, delay and start-up.
14. Interior Protection. Customer acknowledges that re-roofing of an existing building may cause disturbance, dust or debris to fall into the interior and possibly, if hot asphalt or pitch is used, drippage may occur depending upon deck conditions. Customer agrees to remove or protect property directly below the roof in order to minimize potential interior damage. Tecta America Dakotas LLC 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. Customer shall notify tenants of re-roofing and the need to provide protection underneath areas being re-roofed. Customer agrees to hold Tecta America Dakotas LLC harmless from claims of tenants who were not so notified and did not provide protection.
15. Working Hours. This proposal is based upon the performance of all work during Tecta America Dakotas LLC's regular working hours. Extra charges will be made for overtime and all work performed other than during Tecta America Dakotas LLC's regular working hours, if required by Customer.
16. Warranty. Tecta America Dakotas LLC's work will be warranted by Tecta America Dakotas LLC in accordance with its standard warranty, which is made a part of this proposal and contract and incorporated by reference. A copy of Tecta America Dakotas LLC's standard warranty is attached or, if not, will be furnished upon request. Tecta America Dakotas LLC SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. The acceptance of this proposal by the Customer signifies his agreement that this warranty shall be and is the exclusive remedy against Tecta America Dakotas LLC for all defects in workmanship furnished by Tecta America Dakotas LLC. 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. Tecta America Dakotas LLC's Liability is waived if Customer does not maintain the roof in accordance with the manufacturer's instructions.
17. Mold. Tecta America Dakotas LLC and Customer are committed to acting promptly so that roof leaks are not a source of potential interior mold growth. Customer will make periodic inspections for signs of water intrusion and act promptly, including notice to Tecta America Dakotas LLC if Customer believes there are roof leaks, to correct the condition. Upon receiving notice, Tecta America Dakotas LLC will make repairs promptly so that water entry through the roofing installed by Tecta America Dakotas LLC is not a source of moisture. Tecta America Dakotas LLC is not responsible for indoor air quality, mold, mildew or any alleged injury resulting therefrom. Owner shall hold harmless and indemnify Tecta America Dakotas LLC from claims due to poor indoor air quality and resulting from a failure by Owner to maintain the interior of the building in a manner to avoid growth of mold.
18. Material References. Tecta America Dakotas LLC is not responsible for the actual verification of Technical specifications of product manufacturers; i.e., R value or ASTM or UL compliance, but rather the materials used are represented as such by the material manufacturer.
19. Arbitration. If a dispute shall arise between Tecta America Dakotas LLC and Customer with respect to any matters or questions arising out of or relating to this Agreement or the breach thereof, such dispute 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. Any legal claim against Tecta America Dakotas LLC, including a claim alleging any breach of this contract or negligence by Tecta America Dakotas LLC must be initiated no later than two (2) years after Tecta America Dakotas LLC completed roof installation. Collection matters may be processed through litigation or arbitration at the discretion of the Tecta America Dakotas LLC.
20. Price Contingency. The price provided for the identified scope of work is contingent upon the final agreement of any contractual terms and conditions.
21. Work Not Included. No repairs to roof deck, installation of wood blocking or cant strips, furnishing and application of sheet metal work or roof drains and lead roof drain flashings, or other items not stated on the face of this proposal are included in this contract. Tecta America Dakotas LLC shall not be responsible for additional costs due to the existence of rotted wood blocking, wet insulation, or other subsurface or latent conditions that are not disclosed in writing to Tecta America Dakotas LLC. The raising, disconnection or re-connection of any mechanical equipment on the roof that may be necessary for Tecta America Dakotas LLC to perform the roofing work shall be performed by others or treated as an extra unless specifically included on the face of this proposal. Roof penetrations and other roof top equipment not shown on drawings that require flashing by Tecta America Dakotas LLC will be considered extra work.
22. Payment. Unless stated otherwise on the face of this proposal, payment, including monthly progress pay requests, shall be made by Customer within 30 days of receipt of invoice. All sums not paid in full when due shall earn interest at the rate of 1-1/2% per month until paid. If Customer does not make payment, Tecta America Dakotas LLC shall be entitled to recover from Customer all costs of collection incurred by Tecta America Dakotas LLC, including attorney's fees and litigation expenses. Collection matters may be processed through litigation or arbitration at the discretion of Tecta America Dakotas LLC. Failure of Customer to make proper payment to Tecta America Dakotas LLC when due shall entitle Tecta America Dakotas LLC, at its discretion, to suspend all work and shipments, including furnishing warranty, until final payment is made or terminate this contract. The contract sum to be paid to Tecta America Dakotas LLC shall be increased by the amount of Tecta America Dakotas LLC's reasonable costs of shutdown, delay and start up.

Tecta America Dakotas LLC agrees that it and each subcontractor shall to the extent applicable by law comply with (1) the terms of the Equal Opportunity and Affirmative Action clauses, which are incorporated herein by this reference, and program requirements contained in 41 CFR §§ 60-1.4(a), 250.5(a) and 741.5(a), or their successors, concerning women, minorities, eligible veterans and individuals with a disability, (2) Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (41 CFR § 60-4.2(d)), or its successor, (3) the EEO-1 and VETS-100 form filing requirements contained in 41 CFR §§ 60-1.7 and 61-250.5(a) or their successors, and (4) all applicable Executive Orders, laws and regulations relating to any of the above.