

**From:** Kim Burgess <kburgess@rozellind.com>  
**Sent:** Wednesday, January 27, 2021 11:33 AM  
**To:** secretary@johnsburgny.com  
**Cc:** Jeff Mercure  
**Subject:** Proposals: Weavertown and Johnsburg Door Replacements  
**Attachments:** 21-0118 1-27-21 J Morehouse Weavertown Courthouse Basement Interior Pair LS \$3,532.00.pdf; 21-0119 1-27-21 J Morehouse Johnsburg Highway Garage Door Replacement LS \$3,936.00.pdf; 21-0120 1-27-21 J Morehouse Door Replacement Johnsburg Senior Center LS \$6,923.00.pdf; 21-0121 1-27-21 J Morehouse Johnsburg Senior Center Back Door Replacement LS \$3,970.00.pdf; 21-0122 1-27-21 J Morehouse Weavertown Courthouse Basement Exterior Door Replacement LS \$6,923.00.pdf; 21-0123 1-27-21 J Morehouse Weavertown Courthouse Entry Door Replacement LS \$7,020.00.pdf

Good Morning,

Please see attached (6) proposals:

1. Weavertown Courthouse Basement Interior Pair
2. Johnsburg Highway Garage Door Replacement
3. Door Replacement at Johnsburg Senior Center
4. Johnsburg Senior Center Back Door Replacement
5. Weavertown Courthouse Basement Exterior Door Replacement
6. Weavertown Courthouse Entry Door Replacement

Thank You,

**Kim Burgess**

[kburgess@rozellind.com](mailto:kburgess@rozellind.com)



**ROZELL East, INC.**

45 Casey Rd | Queensbury, NY 12804

**Office:** (518) 793-2634

**VISIT OUR NEW WEBSITE: [ROZELLIND.COM](http://ROZELLIND.COM)**





129 Park Road  
 Queensbury, NY 12804  
 Ph: (518) 793-2634 Fax: (518) 793-2865

**PROPOSAL**

ATTENTION: Joann M. Morehouse  
 Date: January 27, 2021  
 Proposal No: 21-0118  
 Proposal Submitted to: **Town of Johnsburg**  
 Address: 219 Main St.  
 North Creek, NY 12853  
 Phone: (518) 251-2421 Ext. 2  
 Email: [secretary@johnsburgny.com](mailto:secretary@johnsburgny.com)  
 Job Name: **Weavertown Courthouse Basement Interior Pair**

***We hereby submit specifications and estimates for the following:***

All labor, material, and equipment to remove existing pair of basement interior doors.  
 Replace with new pair of 3'-0" x 6'-8" interior steel doors and frame.  
 Doors to have push/pull, hold open closers, kick plates, 10" x 10" vision kits, weather strip, sweep, and threshold.

***Based on Straight Time***

**Total Lump Sum Price: \$3,532.00**

**EXCLUSIONS:**

- |                                 |                       |
|---------------------------------|-----------------------|
| 1. Sales and Use Taxes          | 6. Liquidated Damages |
| 2. Hazardous Material Abatement | 7. Bonding            |
| 3. Permits                      | 8. Winter Conditions  |
| 4. Electrical                   | 9. Overtime           |
| 5. Retainage                    | 10. Painting          |

We propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

**Price: Three Thousand Five Hundred Thirty-Two and No/100 Dollars (Lump Sum)  
 \$3,532.00 (Lump Sum)**

Payment to be made as follows: **COD at end of day unless credit terms are arranged in advance. We accept Master Card, Visa & AMEX.**  
 All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

**Authorized Signature:**

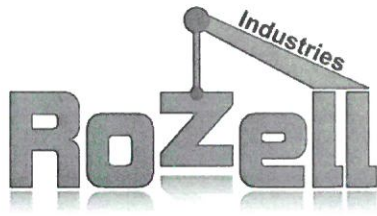
Jeff Mercure  
 Jeff Mercure  
 Project Manager  
 01/27/2021

**Acceptance of Proposal:**

\_\_\_\_\_  
 Date:

**NOTE: This proposal may be withdrawn by us if not accepted in 10 days.**

***\*\*Due to the possibility of steel and aluminum tariffs being imposed, material prices may be subject to increases before our quoted prices are accepted in writing\*\****



## **WARRANTY FOR ESTIMATES:**

ROZELL INDUSTRIES, INC. ("ROZELL") warrants to Customer that all materials supplied by ROZELL will substantially conform to the material specifications, drawings or other technical requirements provided to ROZELL and agreed to by ROZELL in writing and will comply with all applicable laws, codes and regulations. ROZELL warrants that all labor and installation services will be of good, workmanlike quality, taking into account existing conditions at the site where work is done. ROZELL does not warrant parts or labor supplied by others and is not responsible for damage resulting from defective design or plans, following Customers' instruction or directions, abuse or misuse of the equipment or facilities repaired by ROZELL delays caused by inclement weather or Acts of God. ROZELL will pass on to Customer any manufacturer warranties on parts and equipment to the extent such warranties are assignable. This warranty shall be in effect for a period of one (1) year from the date of substantial completion of ROZELL's work, or the date the equipment or facility being repaired is placed into actual operation, whichever is earlier. ROZELL shall be notified in writing of any defect within thirty (30) days of the defect becoming known to Customer. ROZELL's sole liability is limited to repair, replacement or adjustment of defective parts and/or correction of defective workmanship on the part of ROZELL personnel, at ROZELL's cost, in order to place the equipment in working order. In no event shall ROZELL be liable for consequential or special damages, or for any loss of productivity, revenues or profits on account of such defect.

THIS WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

No waiver of the provisions is enforceable unless made in written document signed by an officer of ROZELL. This warranty and the limitations contained herein form part of the agreement between ROZELL and Customer, are not replaced or superseded by any purchase order, agreement or term sheet issued by Customer, whether before or after the date of this estimate.

## **HOLD HARMLESS AGREEMENT**

To the fullest extent permitted by law, The Customer will indemnify and hold harmless Rozell Industries, Inc., Rozell East, Inc. and Rozell North, Inc., their officers, directors, partners, representatives, agents and employees from and against any and all claims, suits, liens, judgements, damages, losses and expenses including legal fees and all court costs and liability (including statutory liability) directly or indirectly arising in whole or in part from any labor dispute, unfair labor practice charge, grievance or cause of action under State or Federal Law or pursuant to any Collective Bargaining Agreement in connection with Customer contracting work or services from Rozell Industries, Inc., Rozell East, Inc. or Rozell North, Inc.



129 Park Road  
 Queensbury, NY 12804  
 Ph: (518) 793-2634 Fax: (518) 793-2865

**PROPOSAL**

ATTENTION: Joann M. Morehouse  
 Date: January 27, 2021  
 Proposal No: 21-0120  
 Proposal Submitted to: **Town of Johnsburg**  
 Address: 214 Main St.  
 North Creek, NY 12853  
 Phone: (518) 251-2421 Ext. 2  
 Email: [secretary@johnsburgny.com](mailto:secretary@johnsburgny.com)  
 Job Name: **Door Replacement at Johnsburg Senior Center**

***We hereby submit specifications and estimates for the following:***

All labor, material, and equipment to remove and replace entry doors at the Johnsburg Senior Center. New doors and frame to be painted to match existing. A-40 Galvanized 2-panel doors ½ glass, panic bars, keyed lever to match existing. Hold open closers, kick plates, weather strip, sweep, and threshold.

***Based on Straight Time***

**Total Lump Sum Price: \$6,923.00**

**EXCLUSIONS:**

- |                                 |                       |
|---------------------------------|-----------------------|
| 1. Sales and Use Taxes          | 6. Liquidated Damages |
| 2. Hazardous Material Abatement | 7. Bonding            |
| 3. Permits                      | 8. Winter Conditions  |
| 4. Electrical                   | 9. Overtime           |
| 5. Retainage                    |                       |

We propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

**Price: Six Thousand Nine Hundred Twenty-Three and No/100 Dollars (Lump Sum)  
 \$6,923.00 (Lump Sum)**

Payment to be made as follows: **COD at end of day unless credit terms are arranged in advance. We accept Master Card, Visa & AMEX.** All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

**Authorized Signature:**

Jeff Mercure  
 Jeff Mercure  
 Project Manager  
 01/27/2021

**Acceptance of Proposal:**

\_\_\_\_\_  
 Date:

**NOTE: This proposal may be withdrawn by us if not accepted in 10 days.**

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THIS WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

No waiver of the provisions is enforceable unless made in written document signed by an officer of ROZELL. This warranty and the limitations contained herein form part of the agreement between ROZELL and Customer, are not replaced or superseded by any purchase order, agreement or term sheet issued by Customer, whether before or after the date of this estimate.

### **HOLD HARMLESS AGREEMENT**

To the fullest extent permitted by law, The Customer will indemnify and hold harmless Rozell Industries, Inc., Rozell East, Inc. and Rozell North, Inc., their officers, directors, partners, representatives, agents and employees from and against any and all claims, suits, liens, judgements, damages, losses and expenses including legal fees and all court costs and liability (including statutory liability) directly or indirectly arising in whole or in part from any labor dispute, unfair labor practice charge, grievance or cause of action under State or Federal Law or pursuant to any Collective Bargaining Agreement in connection with Customer contracting work or services from Rozell Industries, Inc., Rozell East, Inc. or Rozell North, Inc.



129 Park Road  
 Queensbury, NY 12804  
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**PROPOSAL**

ATTENTION: Joann M. Morehouse  
 Date: January 27, 2021  
 Proposal No: 21-0122  
 Proposal Submitted to: **Town of Johnsburg**  
 Address: 214 Main St.  
 North Creek, NY 12853  
 Phone: (518) 251-2421 Ext. 2  
 Email: [secretary@johnsburgny.com](mailto:secretary@johnsburgny.com)  
 Job Name: **Weavertown Courthouse Basement Exterior Door Replacements**

*We hereby submit specifications and estimates for the following:*

All labor, material, and equipment to remove and replace basement exterior pair of doors.  
 New doors, 2-panel A-40 Galvanized, painted white with 1/2 glass, panic bars with keyed lever set, hold open closers, kick plates, weather strip, threshold, sweeps.

*Based on Straight Time*

**Total Lump Sum Price: \$6,923.00**

**EXCLUSIONS:**

- |                                 |                       |
|---------------------------------|-----------------------|
| 1. Sales and Use Taxes          | 6. Liquidated Damages |
| 2. Hazardous Material Abatement | 7. Bonding            |
| 3. Permits                      | 8. Winter Conditions  |
| 4. Electrical                   | 9. Overtime           |
| 5. Retainage                    |                       |

We propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

**Price: Six Thousand Nine Hundred Twenty-Three and No/100 Dollars (Lump Sum)  
 \$6,923.00 (Lump Sum)**

Payment to be made as follows: **COD at end of day unless credit terms are arranged in advance. We accept Master Card, Visa & AMEX.**  
 All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

**Authorized Signature:**

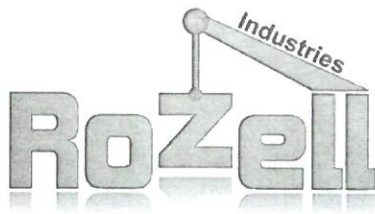
Jeff Mercure  
 Jeff Mercure  
 Project Manager  
 01/27/2021

**Acceptance of Proposal:**

\_\_\_\_\_  
 Date:

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THIS WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

No waiver of the provisions is enforceable unless made in written document signed by an officer of ROZELL. This warranty and the limitations contained herein form part of the agreement between ROZELL and Customer, are not replaced or superseded by any purchase order, agreement or term sheet issued by Customer, whether before or after the date of this estimate.

## **HOLD HARMLESS AGREEMENT**

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129 Park Road  
 Queensbury, NY 12804  
 Ph: (518) 793-2634 Fax: (518) 793-2865

**PROPOSAL**

ATTENTION: Joann M. Morehouse  
 Date: January 27, 2021  
 Proposal No: 21-0119  
 Proposal Submitted to: **Town of Johnsburg**  
 Address: 214 Main St.  
 North Creek, NY 12853  
 Phone: (518) 251-2421 Ext. 2  
 Email: [secretary@johnsburgny.com](mailto:secretary@johnsburgny.com)  
 Job Name: **Johnsburg Highway Garage Door Replacement**

***We hereby submit specifications and estimates for the following:***

All labor, material, and equipment to remove and replace door at 88 Sky Bowl Road.  
 New door to be 3'-0" x 7'-0" A-60 Galvanized exterior door, painted bronze both sides.  
 Includes 1/2 insulated glass, panic bar, keyed lever set, hold open closer, kick plate,  
 threshold, weather strip and sweep.

***Based on Straight Time***

**Total Lump Sum Price: \$3,936.00**

**EXCLUSIONS:**

- |                                 |                       |
|---------------------------------|-----------------------|
| 1. Sales and Use Taxes          | 6. Liquidated Damages |
| 2. Hazardous Material Abatement | 7. Bonding            |
| 3. Permits                      | 8. Winter Conditions  |
| 4. Electrical                   | 9. Overtime           |
| 5. Retainage                    |                       |

We propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

**Price: Three Thousand Nine Hundred Thirty-Six and No/100 Dollars (Lump Sum)  
 \$3,936.00 (Lump Sum)**

Payment to be made as follows: **COD at end of day unless credit terms are arranged in advance. We accept Master Card, Visa & AMEX.**  
 All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

**Authorized Signature:**

Jeff Mercure

Jeff Mercure  
 Project Manager  
 01/27/2021

**Acceptance of Proposal:**

\_\_\_\_\_

Date:

**NOTE: This proposal may be withdrawn by us if not accepted in 10 days.**

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No waiver of the provisions is enforceable unless made in written document signed by an officer of ROZELL. This warranty and the limitations contained herein form part of the agreement between ROZELL and Customer, are not replaced or superseded by any purchase order, agreement or term sheet issued by Customer, whether before or after the date of this estimate.

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129 Park Road  
 Queensbury, NY 12804  
 Ph: (518) 793-2634 Fax: (518) 793-2865

**PROPOSAL**

ATTENTION: Joann M. Morehouse  
 Date: January 27, 2021  
 Proposal No: 21-0121  
 Proposal Submitted to: **Town of Johnsburg**  
 Address: 214 Main St.  
 North Creek, NY 12853  
 Phone: (518) 251-2421 Ext. 2  
 Email: [secretary@johnsburgny.com](mailto:secretary@johnsburgny.com)  
 Job Name: **Johnsburg Senior Center Back Door Replacement**

*We hereby submit specifications and estimates for the following:*

All labor, material, and equipment to remove and replace single exit door at Maynar Road. New door to be A-40 Galvanized, 2-panel, exterior door painted to match with 1/2 glass, panic bar with keyed lever set, hold open closer, kick plate, threshold, weather strip and sweep.

*Based on Straight Time*

**Total Lump Sum Price: \$3,970.00**

**EXCLUSIONS:**

- |                                 |                       |
|---------------------------------|-----------------------|
| 1. Sales and Use Taxes          | 6. Liquidated Damages |
| 2. Hazardous Material Abatement | 7. Bonding            |
| 3. Permits                      | 8. Winter Conditions  |
| 4. Electrical                   | 9. Overtime           |
| 5. Retainage                    |                       |

We propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

**Price: Three Thousand Nine Hundred Seventy and No/100 Dollars (Lump Sum)  
 \$3,970.00 (Lump Sum)**

Payment to be made as follows: **COD at end of day unless credit terms are arranged in advance. We accept Master Card, Visa & AMEX.** All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

**Authorized Signature:**  
Jeff Mercure  
 Jeff Mercure  
 Project Manager  
 01/27/2021

**Acceptance of Proposal:**  
 \_\_\_\_\_  
 Date:

**NOTE: This proposal may be withdrawn by us if not accepted in 10 days.**

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129 Park Road  
 Queensbury, NY 12804  
 Ph: (518) 793-2634 Fax: (518) 793-2865

**PROPOSAL**

ATTENTION: Joann M. Morehouse  
 Date: January 27, 2021  
 Proposal No: 21-0123  
 Proposal Submitted to: **Town of Johnsburg**  
 Address: 214 Main St.  
 North Creek, NY 12853  
 Phone: (518) 251-2421 Ext. 2  
 Email: [secretary@johnsburgny.com](mailto:secretary@johnsburgny.com)  
 Job Name: **Weavertown Courthouse Entry Door Replacement**

***We hereby submit specifications and estimates for the following:***

All labor, material, and equipment to remove existing front doors and replace with pair of 3'-0" x 6'-8" A-40 Galvanized 2-panel exterior doors, painted to match existing. Hardware to consist of 1/2 insulated glass, panic bars with keyed lever set, hold open closers, kick plates, threshold, weather strip, brush sweeps, meeting stile weather strip.

***Based on Straight Time***

**Total Lump Sum Price: \$7,020.00**

**EXCLUSIONS:**

- |                                 |                       |
|---------------------------------|-----------------------|
| 1. Sales and Use Taxes          | 6. Liquidated Damages |
| 2. Hazardous Material Abatement | 7. Bonding            |
| 3. Permits                      | 8. Winter Conditions  |
| 4. Electrical                   | 9. Overtime           |
| 5. Retainage                    |                       |

We propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

**Price: Seven Thousand Twenty and No/100 Dollars (Lump Sum)  
 \$7,020.00 (Lump Sum)**

Payment to be made as follows: **COD at end of day unless credit terms are arranged in advance. We accept Master Card, Visa & AMEX.** All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

**Authorized Signature:**

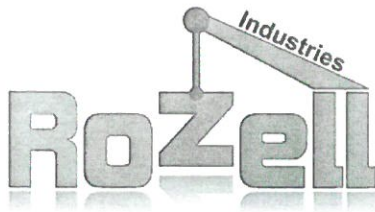
Jeff Mercure  
 Jeff Mercure  
 Project Manager  
 01/27/2021

**Acceptance of Proposal:**

\_\_\_\_\_  
 Date:

**NOTE: This proposal may be withdrawn by us if not accepted in 10 days.**

***\*\*Due to the possibility of steel and aluminum tariffs being imposed, material prices may be subject to increases before our quoted prices are accepted in writing\*\****



## **WARRANTY FOR ESTIMATES:**

ROZELL INDUSTRIES, INC. ("ROZELL") warrants to Customer that all materials supplied by ROZELL will substantially conform to the material specifications, drawings or other technical requirements provided to ROZELL and agreed to by ROZELL in writing and will comply with all applicable laws, codes and regulations. ROZELL warrants that all labor and installation services will be of good, workmanlike quality, taking into account existing conditions at the site where work is done. ROZELL does not warrant parts or labor supplied by others and is not responsible for damage resulting from defective design or plans, following Customers' instruction or directions, abuse or misuse of the equipment or facilities repaired by ROZELL delays caused by inclement weather or Acts of God. ROZELL will pass on to Customer any manufacturer warranties on parts and equipment to the extent such warranties are assignable. This warranty shall be in effect for a period of one (1) year from the date of substantial completion of ROZELL's work, or the date the equipment or facility being repaired is placed into actual operation, whichever is earlier. ROZELL shall be notified in writing of any defect within thirty (30) days of the defect becoming known to Customer. ROZELL's sole liability is limited to repair, replacement or adjustment of defective parts and/or correction of defective workmanship on the part of ROZELL personnel, at ROZELL's cost, in order to place the equipment in working order. In no event shall ROZELL be liable for consequential or special damages, or for any loss of productivity, revenues or profits on account of such defect.

THIS WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

No waiver of the provisions is enforceable unless made in written document signed by an officer of ROZELL. This warranty and the limitations contained herein form part of the agreement between ROZELL and Customer, are not replaced or superseded by any purchase order, agreement or term sheet issued by Customer, whether before or after the date of this estimate.

## **HOLD HARMLESS AGREEMENT**

To the fullest extent permitted by law, The Customer will indemnify and hold harmless Rozell Industries, Inc., Rozell East, Inc. and Rozell North, Inc., their officers, directors, partners, representatives, agents and employees from and against any and all claims, suits, liens, judgements, damages, losses and expenses including legal fees and all court costs and liability (including statutory liability) directly or indirectly arising in whole or in part from any labor dispute, unfair labor practice charge, grievance or cause of action under State or Federal Law or pursuant to any Collective Bargaining Agreement in connection with Customer contracting work or services from Rozell Industries, Inc., Rozell East, Inc. or Rozell North, Inc.