



Nelson Contracting LLC
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EPDM Roof Replacement/6" Gutters

04/01/2026
 Claim Information

Remove EPDM roofing material and recovery board, replace recovery board and install 60 Mill EPDM, remove rear elevation 5" gutter and replace with commercial 6" gutters.

Stephanie Fisher
City of Waverly
 14130 Lancashire Street
 Waverly, NE 68462
 (402) 613-8676 Ext. Mike Palm

Job: 10467: Stephanie Fisher

City Building Roof - Full Replacement Section

Black EPDM, 60 mil

- Repair roof as specified.
- If additional unsound wood decking is discovered, it will be replaced at current market rates per full sheet.
- Unless specifically included in the specifications below, this estimate does not account for addressing any ponding, standing water or other drainage conditions of the low slope roofing system. EPDM is considered a water-proof roofing system. Manufacturer guidelines state that incidental standing water on a properly installed EPDM system will not affect the longevity or performance of EPDM roofing systems and do not represent a defect requiring correction.
- Includes all property protection and debris management: any special site required protection of vulnerable plants, landscaping, pools, fences, tall sidewalls etc, and any special site required debris management
- Clean up all job related debris
- Provide 7 YEAR NO-LEAK WARRANTY on new EPDM roofing.
- Our Crews are licensed and insured.
- Crews will maintain safety procedures at all times during the construction process.
- Does not include: any line items, quantities, or scope of work not specified on this contract in writing.

Base EPDM Roofing Labor

- (Roofing) Remove/Haul Away Old Roofing -1 layer
- (Roofing) Install EPDM
- (SHOP MATERIALS) Cleaning Rags - Misc. Disposable Protective Gear
- (General) Delivery Fee
- Municipal building permit

60 Mil Glued Down EPDM Rubber Roofing

- Requires adhesive and rollers/covers
- Requires recovery board (standard)

(Roofing) EPDM 60 mil PER Sq

Site Conditions: Adhesives and Rollers

60 mil glued EPDM

- (Roofing) EPDM Rubber Roofing Acrylic/Latex Water Base Bonding Adhesive or equivalent - 3.5 gallon
- (Roofing) EPDM Rubber Roofing Acrylic/Latex Water Base Bonding Adhesive or equivalent - 1 gallon
- (Roofing) Roller Cover - 9" (Disposable. For glue application.)
- (Roofing) Roller Frame - 9" (Disposable. For glue application)

Site Conditions : Edge and Wall Flashings

(Roofing) Galvanized Steel Gutter Apron - 2"x3" (10') -- NCLLC
Eave Flashing

(Roofing/Siding) OSI Quad Sealant (10 oz) --

Site Conditions: Pipe Flashing/Pitch Pockets

(Roofing) EPDM Rubber Roofing Pipe Boot With Clamp

Site Conditions: Seams/Corners/Terminations

(Roofing) EPDM Rubber Roofing Seam Primer

(Roofing) EPDM Rubber Roofing 5" x 50' Cover Strip (cured cover tape)

(Roofing) 8" Round EPDM Rubber Roofing Corner Covers/Roof Patches - 4 pcs/pkg

(Roofing) EPDM Rubber Roofing Termination Bar

(Roofing) EPDM Rubber Roofing Caulk - 10.3 oz (Black lap sealant)

(Roofing) EPDM Rubber Roofing Water Stop - 10.3 oz (water cut-off)

Site Conditions: Deck Prep

(Roofing) Install recovery board

(Roofing) 4x8 Blackjack Recovery Board (32SF)

(Roofing) EPDM Rubber Roofing 3" Screws and 3" Plates

\$32,057.65

Rear Elevation 6" Gutter - Full Replacement Section

- We will remove and dispose of the existing gutters and downspouts if specified.

-New 6" Mastic/Norandex seamless aluminum gutters will be installed using hidden hangers and screws to fasten to the eave.

-Provide 7 YEAR NO-LEAK WARRANTY along with Mastic's lifetime material warranty.

-Hinges and extensions are excluded from warranties of any kind.

-If fascia is sloped, t-wedges will be used.

-Install Mastic/Norandex Downspouts. Downspouts will be installed in the same locations and orientations as all current downspouts, unless specified otherwise in writing on the estimate.

Installation

Gutters - Remove Existing Gutters

(Gutters) Install 6" Aluminum Seamless Gutters --

(Gutters) Install 3x4 Downspouts

Material

Material Color

Gutter / Accessories color:

Downspout Color:

(Gutters) Mastic Aluminum Gutter Coil - .032 - 15" (per LF)**

6" seamless gutters

(Gutters) Mastic Aluminum Downspout - .019 - 3"x4" (10')**

(Gutters) Mastic Aluminum EC6R End Cap - Right - 6"

(Gutters) Mastic Aluminum EC6L End Cap - Left - 6"

(Gutters) Downspout Outlet Cup *

(Gutters) Mastic Aluminum A-Elbow - 3"x4" --

(General) Delivery Fee

(GUTTERS) Shop Materials - Sealant/Fasteners/Brackets

\$1,246.57

Sub Total	\$33,304.22
Tax	\$733.27
TOTAL	\$34,037.49

Starting at \$314/month with  Acorn Finance • [APPLY](#)

TERMS AND CONDITIONS:

THIS AGREEMENT IS VALID FOR SEVEN (7) DAYS FROM DATE SHOWN ABOVE. ALL AGREEMENTS ARE SUBJECT TO FINAL MANAGEMENT APPROVAL.

BEST VALUE GUARANTEE: We are so confident in our products and services that if you receive another estimate with the same written specifications as our estimate in scope, materials, payment terms and warranty at a lower total price, we **guarantee** that we will beat it by \$100 (A complete copy of the competitors estimate is required to be provided to us for reconciliation. Only identifying company information may be redacted) Competitive estimates must be submitted for review and management approval prior to the execution of this estimate for the work.

NOTE: This guarantee does not apply to insurance claim approved repair scope and proceeds. See insurance claims related work terms and conditions below.

- **Contract:** This Agreement is made by and between Nelson Contracting LLC (herein us, we or our) and you, the responsible party authorizing this contract (herein client, you, your and yours).
- **Payment:** 50% of total contract price due upon contract signing - remaining 50% due upon completion. These terms also apply to any upgrade options chosen for insurance claim related work.
- **Insurance claim proceeds related payment terms:** 50% of total contract price OR ACV + deductible amounts for all work you authorized to be completed whichever is **lower**. Remaining 50% of total contract price due upon completion OR **all** remaining total claim ACV amounts (if any). RCV amounts are due to us when they are received by you from the insurance company. **All** insurance claims related proceeds (both ACV and RCV) for work we have completed are due (up to the total claim RCV amount of the work completed to date) when received by you, and if not received when due will be subject to late fees and penalties per the terms of this contract.
- Any alternative payment terms must be agreed to in writing by both parties prior to work commencing.
- **Agreement is eligible for financing offers ONLY from Acorn unless otherwise specified on this estimate.**
- **FlexPay™ Terms:** The Nelson Roofing FlexPay™ program, including any promotional financing options or payment discounts, applies only if explicitly specified as applicable in this Agreement or estimate above. If a FlexPay™ option is not specifically noted as applied, the standard payment terms outlined in this Agreement shall apply. FlexPay™ does not apply to any payment towards insurance claim approved scopes of work.
- **Invoice Schedule:** If there are multiple trades of work on the work scope, we may elect at our discretion to collect the remaining payment due for each trade in full upon substantial completion of each phase in the amounts specified on the estimate in the relevant trade section totals. See Section "B" below for further terms and conditions.
- **Left Over Materials:** To facilitate the timely completion of our work, we order a sufficient quantity of materials to allow for materials damaged in transit, and usual cutting and installation waste. All leftover materials are the property of Nelson Contracting LLC unless other arrangements have been made prior and agreed to in writing by Nelson Contracting LLC. Our estimates are lump sum total estimates, meaning that we will perform the total written scope of work for the total contract price, subject to all of the the terms and conditions on this contract.

-Insurance Claim Related Repair Work ONLY: You hereby hire us as your General Contractor of record to: document existing property damage, provide estimates and supporting documentation for the required repairs, and to perform all work you authorize based on the scope of repairs ultimately approved by your insurance company. At your request, we will communicate with your insurance company to provide documentation and answer questions about our estimate or scope of work. Client agrees they may only elect to forgo any repairs related to this claim provided it is to contribute the ACV of those repairs to offset their deductible and/or towards upgrades to other claim related repairs they select OR if claim approved work scope is specifically agreed by Nelson Contracting LLC to be excluded in writing on this agreement. This Agreement is for work related to the above noted insurance claim number along with, any and all portions of work, property damage, applicable deductibles, depreciation whether recoverable or not, any applicable co-insurance contribution required by your insurance carrier, upgrades, additional work requested by you, and/or code upgrades, alterations or deviations from the insurance claim involving extra cost, including but not limited to repair/replacement of any hidden damage discovered during the restoration process, over and above those specified in the Final Scope of Work, and shall be included in the Final Scope of Work and must be paid to us by you.

The **TOTAL CONTRACT PRICE** for the claim related repairs to perform this Final Scope of Work shall be as shown in the box above labeled "TOTAL" OR the corrected maximum amount of replacement cost value (RCV) for your damage and loss, whichever amount is **GREATER**, and will include the additional totals of any upgrades you select.

We will never perform repairs that have not been approved in writing by you. We guarantee that your out of pocket responsibility for all repairs we complete will not exceed your policy deductible (and may be less if there are repairs you elect not to complete from the claim in order to contribute the ACV of those repairs towards your out of pocket responsibility) except if you select upgrades to repairs over and above what the insurance carrier has approved, OR if non-recoverable depreciation and/or a roof surface endorsement has been applied by your insurance company. If either or both exceptions of non-recoverable depreciation or roof surface endorsement apply to your claim, it will increase your out of pocket responsibility to pay us by those amounts as applied by your insurance carrier.

The corrected amount of replacement cost value (RCV) to repair/replace your damaged property will be calculated using the most current Xactimate/Symbility pricelist (hereinafter referred to as the "Software") at the time that any given trade is completed, accounting for all necessary and correct line items, general contractor overhead and profit, and without manipulation of the price database, and including all authorized bid items outside of "Software's" database.

We will receive all insurance proceeds from you, less any credits, and less any amounts for work we do not perform, including all supplemental payments to you from your insurance company only for the repair work completed by us, along with payment for any additional work or upgrades authorized by you, or requested by you to be performed at the Property.

You agree to provide us with a full copy of all paperwork related to the Claim and authorize us to discuss the scope of work with the Insurer in accordance with applicable law. We and our authorized representatives are NOT acting as public insurance adjusters.

Direction To Pay: You hereby direct the Insurer, any public insurance adjusters or other third parties to make payment of any benefits or proceeds for the Work under the Claim directly to us as made payable to Nelson Contracting LLC. You hereby direct the Insurer to include us as a co-payee on all checks or drafts now or hereafter payable for the Work completed by Nelson Contracting. Payments are due as set forth under the terms and conditions in this Agreement.

ADDITIONAL TERMS AND CONDITIONS

A. FINAL SCOPE OF WORK AND CONTRACT PRICE: We will perform the approved scope of work as per this document for the total contract price as described herein. We reserve the right to perform any changed/additional work with your verbal instruction, but shall not be required to perform such work without written authorization through a Change Order.

B. TERMS OF PAYMENT: Upon authorization and final approval of this contract by both parties, the down payment percentage of the Total Contract Price shown above will be required as a down payment for the Work. We reserve the right to delay commencement of repairs until this payment is received.

Payment per Trade Policy: We reserve the right to invoice you once any trade is substantially completed. If we elect to invoice after the completion of any trade, we reserve the right to collect said payment in full before beginning any succeeding trade. The balance of the Contract Price shall be due and owing upon substantial completion of the Work. You hereby agree that if the amounts due and owing for completed work are not paid when due, you shall be liable to pay all costs of collection, including, reasonable attorney's fees and collection costs, which amounts, together with all sums due and owing hereunder, shall bear interest at the maximum allowable by law until paid in full. Furthermore, in such an event, you agree that we shall be entitled to a lien against any insurance proceeds as security to ensure payment for our Work. **Substantial Completion:** substantial completion is agreed to mean that the work per trade is sufficiently complete so that the trade in question is sufficiently complete so as to serve its intended function. It does not include minor corrective work items remaining, punch list items, or items covered under warranty. **Punch list/Corrective Action/Warranty Items:** It is agreed that for any punch list, corrective action, or warranty items outstanding at substantial completion, you may retain up to 10% of the trade invoice amount until such items are finished. All other invoiced amounts shall be due and owing and will accrue interest and fees if not paid.

C. OUR RESPONSIBILITY: We agree to perform our Work in a professional, efficient, good, and workmanlike manner, according to standard construction practices and all applicable building code requirements. We shall supervise and direct all work using our best skill and attention. We shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, and for contracting and performing all portions of the Work under this Agreement. We shall not be responsible for the safety and health of any persons present at the job site who are not our employees, sub-contractors, or agents. We shall not be responsible for the failure of any materials or equipment not within our direct control. A fully executed change order must be completed before changing or omitting any work from the Final Scope of Work, as defined above. All material is guaranteed to be as specified. If material has to be restocked or reordered because of a cancellation or interference by you or at your direction, there will be a material restocking fee equal to 5% of the Total Contract Price. A 5-year Workmanship Warranty or 7 year No Leak Warranty, OR Silver Pledge, OR Golden Pledge Warranty on roofing as per the written specifications of this contract, will be issued to you upon payment in full of the Total Contract Price. Said Warranty applies to the work we performed only and does not cover damage by lightning, winds over material warranty mph specs, hurricanes, tornadoes, hail storms, impact of foreign objects, damage due to settlement of foundation, or your failure to properly maintain. Said Warranty can be assigned and is transferable one time. Acceptance of this Contract by you shall constitute acceptance of the terms, conditions, and limitations of said warranty. You agree that our maximum liability, in the event of any default by us, shall not exceed the original cost of labor and materials for the Final Scope of Work, which shall be a liquidated sum.

D. YOUR RESPONSIBILITY: You certify that your property insurance policy is and will remain valid and in force until completion of the Work. Certificates of such insurance shall be provided to us if requested. You authorize(s) us access to enter your property, furnish materials, and supply all equipment and labor necessary to perform all work identified in the Final Scope of Work. Should you become aware of any damage to your property you believe was caused by us, our subcontractors, agents, or employees during the Work, you must notify us of said damage at the time the damage is discovered. If you fail to so notify us, you waive all rights against us concerning said damage. You acknowledge that we shall not be responsible for damage to landscaping, driveway or sidewalks because of normal construction activities. You further acknowledge that re-roofing or re-siding an existing building may cause dust or debris to fall into the interior, and may cause objects to fall from the interior ceilings and walls. You therefore agree to remove or protect interior and exterior property directly below the roof to minimize potential property damage, and that you are solely responsible for any disturbance, damage, clean-up, or loss to property resulting from your failure to do so prior to commencement of construction. Additionally, you acknowledge that any loss of productivity experienced by us due to interference by you or at your direction may result in an additional charge. You understand that by code, all nails used to fasten roofing, siding, gutters and windows must penetrate the sheathing by at least 1/4" and you warrant that all electrical wiring, HVAC, plumbing and/or gas lines have been installed according to all applicable building codes and you agree that we shall not be held liable for any punctures through lines closer than 3" from the underside of the sheathing. Furthermore, you understand that nail pops on textured ceilings and on walls cannot reasonably be avoided during the normal installation of roofing or siding and agree not to hold us liable for any nail pops or drywall cracking or movement incidental to the construction process. It is your responsibility to address any concern about ponding areas on the roof before work commences, and agree that any repairs necessary to correct ponding, not the result of our work, will be charged to you as an extra. You agree that your insurance shall be liable for any interior damage that occurs because of our work provided we have taken reasonable care to protect the property, roof, and interior during the project. You agree that under no circumstances shall we be responsible for any testing or damage because of mold, fungi, or other microbes, remediation, or the abatement of any said items beyond that which is required to repair or replace the covered property physically damaged by water.

E. Liability: Company is not responsible for damage or loss caused in whole or in part by: the acts or omissions of other parties, trades or contractors; lightning, gale force winds (+50 m.p.h.), hailstorms, ice damage, ice dams (caused by thawing and freezing of ice, water or snow), hurricanes, tornados, floods, earthquakes or other unusual phenomena of the elements; structural settlement; failure, movement, cracking or excess deflection of the roof deck; defects or failure of materials used as a roof substrate over which Company's roofing material is applied; faulty condition of parapet walls, copings, chimneys, skylights, vents, supports or other parts of the building; vapor condensation beneath the roof; penetrations for pitch boxes; erosion, cracking and porosity of mortar and brick; dry rot; stoppage of roof drains and gutters; penetration of the roof from beneath by rising fasteners of any type; inadequate drainage, slope or other conditions beyond the control of Company which cause ponding or standing water; termites or other insects; rodents or other animals; fire; or harmful chemicals, oils, acids and the like that come into contact with Customer's roof and cause a leak or otherwise damage Customer's roof. If Customer's roof fails to maintain a watertight condition because of damage by reason of any of the foregoing, any applicable written limited warranty shall immediately become null and void for the balance of its term. Company accepts no liability to indemnify or hold Customer harmless for claims or damages to persons or property, except to the extent that such damage occurs during performance of Company's work and are the direct result of Company's error or omission. Notwithstanding the foregoing, Company shall not be responsible for damages to any area of the property upon which Company's work has not been completed. Customer acknowledges and agrees that the work may require that heavy materials, trucks, dumpsters, or other equipment or supplies be placed on Customer's property, and therefore Customer shall be solely responsible for and agrees to hold Company harmless for any damage to Customer's driveway or other property which may be caused thereby. In no event shall Company be responsible for any type of damage resulting from normal construction activities, including damages such as, but not limited to, interior drywall damage, nail pops, or disconnection of, or damage to chimneys, flues, air ducts, ventilation shafts, exhaust vents, furnace vents or sewer vents. Company is not responsible for any impact or damage electrical, cable, A/C, or plumbing lines not strictly installed to IRC 2006 code requirements or later. Company is not responsible for the removal,

installation or functionality of satellite dishes or solar panels. Customer understands and agrees that Company shall have no responsibility for damages of any kind to persons or property occurring after job completion.

F. Insurance claim related work scope only: If you wish to cancel this agreement **after** the three day right of rescission period as specified below, or if you choose to forgo completing approved claim related repairs that were not excluded from completion by this agreement, then you agree to pay the Company twenty percent (20%) of the replacement cost value (as set forth in your scope of loss from the Insurer) of the work scope being cancelled and/or not completed. The parties agree that the actual harm caused by this breach would be impossible or very difficult to accurately estimate at the time of entering into this Agreement and that the Liquidated Damages represents the parties' reasonable estimation of damages to Company to cover time, involvement and expertise in assisting you to document the damage to its property and is not a penalty.

G. General Cancellation: In the event you wish to cancel this Agreement after the three day right of rescission, you agree to pay Company: a) in full for any work and materials provided by Company as of the date of such cancellation, along with any re-stocking fees, or other associated fees; **and** b) a fee equal to 20% of the total cost of the total contract price as of the date of such cancellation, The parties agree that the actual harm caused by this breach would be impossible or very difficult to accurately estimate at the time of entering into this Agreement and that these Liquidated Damages represents the parties' reasonable estimation of damages to Company to cover the provided administrative time, consultative involvement, and professional expertise, and is not a penalty; and c) any amounts to which Company may be entitled pursuant to this Agreement or pursuant to applicable law.

All cancellation requests must be made in writing.

PROPERTY OWNER'S RIGHT TO CANCEL:

RIGHT OF CANCELLATION PURSUANT TO FEDERAL REGULATION AND NEB. REV. STAT. § 69-1604: YOU, THE CUSTOMER, MAY CANCEL THIS AGREEMENT BY MAILING A WRITTEN NOTICE TO COMPANY AT THE ADDRESS SET FORTH ABOVE BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER YOU SIGNED THIS AGREEMENT. IF YOU WISH, YOU MAY USE THIS PAGE AS THAT NOTICE BY WRITING I HEREBY CANCEL; AND ADDING YOUR NAME AND ADDRESS.

RIGHT OF CANCELLATION PURSUANT TO NEB. REV. STAT. § 44-8603: YOU, THE CUSTOMER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE YOU RECEIVE WRITTEN NOTICE FROM YOUR INSURER THAT ALL OR PART OF THE CLAIM OR CONTRACT IS NOT A COVERED LOSS UNDER THE INSURANCE POLICY.

-If any one or more of provisions of this contract is determined to be invalid or void, such determination shall not affect the validity or enforceability of any other provision of this Contract.

Company Authorized Signature

Date

Customer Signature

Date

Customer Signature

Date