



REQUEST FOR BOARD ACTION

ITEM NO. 23.

DATE OF MEETING: July 23, 2012

REQUESTED BY: Michael Mack/Pat Simmons, Public Works

SHORT TITLE: Resolution Authorizing Purchase Order to Highland Roofing Company for Roof Replacement at the Pender County DSS Department: \$58,400

BACKGROUND: Multiple repairs to the existing roof indicate the complete failure of the roofing material and flashing. Due to the age of shingles, the asphalt in the shingles has dried to the point where the granules have fallen off. When this occurs the asphalt is exposed and becomes weak and brittle causing deterioration. Quotes for the roof replacement were received from Service Roofing and Sheet Metal Company: \$98,900 and Baker Roofing: \$72,106. Highland Roofing Company provided the lowest quote and staff has found their previous work for the County satisfactory. Highland Roofing Company will install a 130 mph architectural-grade shingle with a limited life-time warranty. The price includes all labor, material, equipment and insurance necessary to perform this job. Funds are budgeted in Public Works CIP/Maintenance Fund.

SPECIFIC ACTION REQUESTED: To consider a resolution to approve a purchase order to Highland Roofing Company for roof replacement at the Pender County DSS Department in the amount of \$58,400.

COUNTY MANAGER'S RECOMMENDATION

Respectfully recommend approval.



Initial

RESOLUTION

NOW, THEREFORE BE IT RESOLVED by the Pender County Board of Commissioners that:

the Board hereby authorizes a purchase order to Highland Roofing Company for roof replacement at the Pender County DSS Department. The Chairman/County Manager is authorized to execute any/all documents necessary to implement this resolution.

Account: 500-407405 Maintenance (CIP) \$58,400

AMENDMENTS:

MOVED _____ SECONDED _____

APPROVED _____ DENIED _____ UNANIMOUS

YEA VOTES: Brown ___ Tate ___ Rivenbark ___ Ward ___ Williams ___

George R Brown, Chairman 07-23-12
Date

ATTEST 07-23-12
Date

\$58,440.00



Highland Roofing Company
3818 HWY 421 North, Suite 140
Wilmington, North Carolina 28401

(O) 910-798-0155 (F) 910-798-0255

www.highlandroofingcompany.com

Thursday, July 05, 2012

To: Pender County

Re: D.S.S. Building – 810 South Walker St, Burgaw.

Please review the below scope of work, pricing and terms, and let us know if you have any questions. We propose to provide labor, materials and any necessary equipment to complete the following;

Asphalt Roofing:

- 1) Tear off all existing shingles down to deck and dispose of debris, provide ground and landscaping protection.
- 2) Inspect wood deck. (Replacement as necessary at \$50 / sheet or \$2.50 / per sqft, to match existing).
- 3) Hand nail to deck one layer of #15 felt underlayment.
- 4) Install .019 aluminum (white) drip edge flashing at all roof perimeters.
- 5) Install 'Ice and Watershield' underlayment at all penetrations.
- 6) Install manufacturer's recommend 'starter' shingles at all roof perimeters.
- 7) Install GAF TIMBERLINE 130MPH ARCHITECTURAL shingles, per manufacturer's specifications.
- 8) Fasten shingles using 6 electro-glavanized nails per shingle.
- 9) Fabricate and install new 0.032" aluminum step, counter and coping caps at 2 x masonry firewalls.
- 10) Install new flashings at all vent pipe penetrations.
- 11) Install new hip & ridge cap shingles.
- 12) Install ridge vent. (Attic fans to remain).
- 13) Remove from roof 3 x cupola's, install new sheathing and roof over as above.
- 14) Furnish sealants and accessories as necessary to complete.
- 15) Maintain clean site and remove all job related debris upon completion – Recycle asphalt based products.

Price: \$54,470.00

Flat Roofing:

- 1) Tear off all existing membrane etc down to deck, and inspect.
- 2) Mechanically fasten new ½" coverboard.
- 3) Fabricate and install .032" painted aluminum perimeter flashings.
- 4) Fully adhere Firestone .045mil WHITE TPO membrane, heat weld all seams.
- 5) Furnish and install all system accessories and flashings as required to complete

Price: \$3,970.00



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3818 HWY 421 North, Suite 140
Wilmington, North Carolina 28401

(O) 910-798-0155 (F) 910-798-0255

www.highlandroofingcompany.com

Warranty: Asphalt Materials - Limited Lifetime
TPO Membrane – 20 years.
Workmanship - 5 years.

Terms: \$30,000 due upon delivery of materials, balance upon completion net 30 days. After 30 days from date of invoice unpaid balances are subjected to a finance charge of 1.5% per month. If legal action is necessary to collect unpaid balances, homeowner will be liable for all fees and cost incurred.

NOTE: 2 x Outbuildings are Excluded.

Please note that Highland Roofing carries N.C. State License # 67180, and is fully insured, with general liability (\$2,000,000) and Worker's compensation coverage

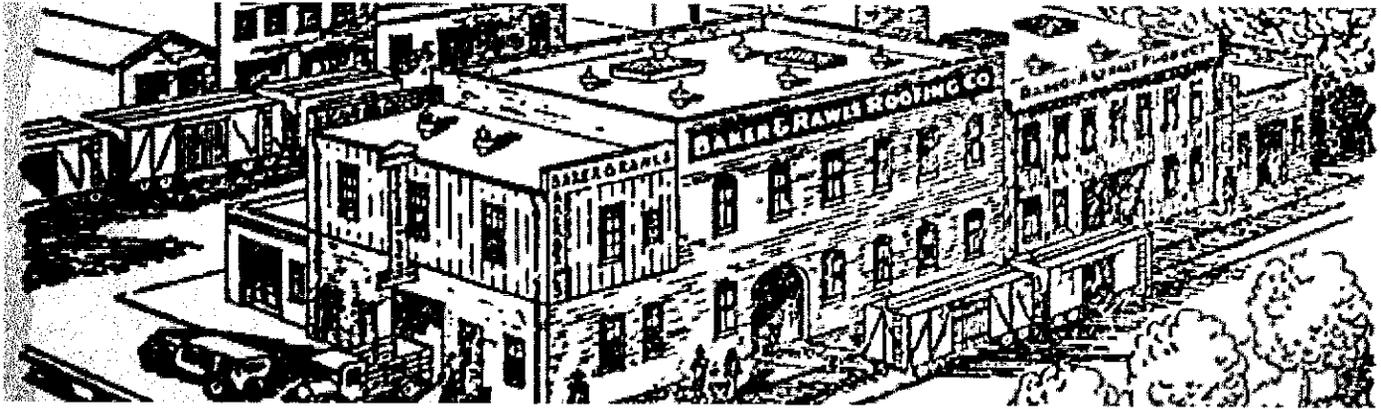
Sincerely,

Iain Fergusson
Highland Roofing Company

Accepted: _____ Date: _____

Product & Color to be: _____ Initial: _____

Since 1915



Welcome to Baker Roofing Company!

Baker Roofing Company, the 3rd Largest Roofing Contractor in the USA (ENR 2010), was **founded in 1915**. *We are a full service residential and commercial roofing, siding, window replacement and renewable energy Contractor.*

Baker Roofing Company: A Heritage of Quality & Service

In 1915 W. P. Baker hung a sign in his downtown Raleigh shop indicating that Baker Roofing (then Baker & Rawls Tin Shop) was open for business. That sign read *"We shall do good work. At a profit if we can, at a loss if we must, but always good work"*. Today that sign still hangs in our Raleigh headquarters and still symbolizes the values that drive us daily.

Since that day in 1915, Baker Roofing has grown to become one of the Nation's largest and most respected roofing contractors. Baker Roofing Company now has 10 locations throughout the Southeast and performs work all across the US as well as internationally. Baker Roofing has been trusted with, and completed quality work on, Military Bases, Historic Buildings, University Stadiums, Hospitals, Schools, as well as our own neighbor's houses. No project is too big or too small for Baker.

Our Mission Statement:

"The Mission of Baker Residential is to partner with the residential customer to provide a superior customer service experience by exceeding expectations, building trust, and adding relevant value at every interaction."

Some of Our Company Credentials...





3107 Kitty Hawk Road Wilmington, NC 28405

Office: 910-799-7585 Fax: 910-799-2672

Proposal

June 1, 2012

| | | | |
|---------------------------|----------------------------------------|-----------------------------|-------------|
| Owner Name: | Pender County Social Services Building | | |
| Mailing Address: | 810 S. Walker Street Burgaw NC 28425 | | |
| Property Location: | 810 S. Walker Street Burgaw NC 28425 | | |
| Telephone Numbers: | Cell: | Office: 910-279-3517 | Fax: |
| Email Address: | psimmons@pendercountync.gov | | |

We propose to furnish all labor, material, equipment, insurance and sales tax necessary (unless otherwise specified) to perform the following:

Description:

1. Remove existing shingles, felt, and pipe flashings down to wood decking. Dispose of resulting debris.
2. Inspect roof decking for damage (soft, rotten, or delaminated plywood decking), if any decking is found to be unusable Baker Roofing will issue a change order before any extra work is to be performed and to be signed by Pender County Social Services or Representative for Pender County Social Services. The rate for plywood is \$65.00 per sheet.
3. Install #15 Felt Underlayment over entire roof to be installed with 1-inch button caps per manufacturer's specifications.
4. Apply GAF Weather Watch self-sealing membrane leak barrier around roof penetrations, valleys, and roof to wall intersections.
5. Fabricate and install aluminum drip edge on all roof perimeters.
6. Install GAF Timberline HD Life Time Architectural Shingles with GAF Timber-Text ridge caps with owner making color selection. Rakes to be trimmed evenly and straight. These shingles have 130mph wind rating also.
7. Install Cobra III Ridge Vent on all ridge lines.
8. Replace existing pipe flashings with lead pipe flashings.
9. Install new 750 Vents throughout the roof.
10. Install new Dryer Vents throughout the roof.
11. Apply NP-1 black polyurethane caulking in all areas where caulk is required. Protect the shrubs and plants around the work area.
12. Magnet sweep to be used in work area to remove any discarded nails.
13. A five-year written workmanship warranty from Baker Roofing Company is included. **WARRANTY IS FULLY TRANSFERABLE**
14. Furnish GAF System Plus Warranty. **See included GAF System Plus Brochure in bid packet.**
15. **Install new TPO single ply membrane on all low sloped areas on the roof, there are 2 areas of low sloped and one more in the rear that is only 1/12 pitched. The TPO roofs will be installed as per manufacturers specifications with all edge metal, flashings, adhesive, and fasteners.**

*Any damaged or rotted roof decking (not mentioned above) to be replaced at an extra cost of \$65.00 per sheet for plywood

Total Price for the Above Listed Work: \$80,451.00
Price is for Shingles and TPO Single Ply on Social Services Bld.

(72,106.00)

Options:

Color Selection: _____

| | | | | |
|----------|-----------------------------------------------------------|-------------------|--------|---------|
| Option 1 | Option Price for 2 buildings in the rear of Main Building | \$8,345.00 | Accept | Decline |
| Option 2 | | \$ | Accept | Decline |

(Please circle one)

Method of payment (circle one): Cash MC/Visa Wells Fargo Financing

This contract expires in 30 days

Now offering financing programs!

I (the owner or person signing this contract), understand that by signing this contract; make myself fully responsible for payment in full upon job completion. I acknowledge and agree to be bound by all the terms and conditions contained above and in the attached "Contractor Agreement". My signature represents full execution of said Agreement.

Respectfully:

 Signature of party responsible for payment:

Chris Fisher

Mobile: 910-599-8282

Date:

cfisher@bakerroofing.com

Contract Manager

CONTRACTOR AGREEMENT

I. Contract Documents. This Agreement consists of the Proposal (page 2) and the Contractor Agreement (page 3). This Agreement represents the entire integrated agreement between the Parties and supersedes all prior negotiations, representations or agreements, either written or oral. All modifications to this Agreement issued after execution must be in writing and signed by Owner and Contractor.

II. Scope of Work. Contractor will furnish all labor, equipment and materials and perform the Work described in this Agreement.

III. Payment. In exchange for and in consideration of Contractor's performance of the Work (or any portion thereof), Owner agrees to pay Contractor the total sum as described on the Proposal, subject to the terms and conditions as set forth herein. Owner shall pay Contractor in full upon completion of the Work unless the Parties agree in writing to other payment arrangements. Owner is responsible for payment in full regardless of insurance claim (if applicable).

IV. Indemnification and Damages. Owner acknowledges that Contractor shall not be responsible for any damages or costs relating to any pre-existing conditions on the Property (interior and exterior) or any portion thereof.

V. Insurance. Contractor shall be responsible for providing workers compensation and general liability insurance for its employees in accordance with North Carolina law.

VI. Changes. Any changes in the Work to be performed shall be approved in writing by both the Owner and the Contractor, including any price adjustments.

VII. Site Clean Up. Contractor shall at all times keep the site reasonably free from accumulations of surplus and waste materials or rubbish caused by the Work and at the completion of the Work, shall leave the work location, or portions thereof affected by the performance of the Work in reasonable condition, normal wear and tear excepted.

VIII. Safety. The Contractor agrees to abide by all federal, state and local rules and/or regulations applicable to the Contractor's Work.

IX. Late Payment. In the event full payment is not received by the Contractor from the Owner within Thirty (30) days of the final invoice date, all amounts not paid shall be subject to late charges on such outstanding balance at the interest rate of One and One-Half Percent (1.5%) per month or a total interest rate of the greater of Eighteen Percent (18%) per annum or the highest interest rate allowed under the laws of North Carolina. In addition to the interest and late charges as provided for herein, you expressly agree to pay any and all expenses, indirect or direct, including without limitation, all attorneys' fees and any other administrative fees incurred by the Contractor in collecting, or attempting to collect any amounts owed pursuant to this Agreement.

X. Hazardous Substances. Owner acknowledges that Contractor is not a licensed inspector or abatement contractor relating to hazardous or toxic waste or substances as defined as such substances or materials under federal, state or local laws or regulations.

XI. Surplus and Salvage Materials. Any surplus or salvage materials remaining after the Work has been completed shall be the sole property of the Contractor, and Owner shall not be entitled to any credit or offset whatsoever relating thereto.

XII. Assignment. Neither Party may pledge, transfer, convey or assign this Agreement, or any part thereof, or any interest herein, without the written consent of the non-transferring Party.

XIII. Section and Subsequent Headings. The Section and Subsection headings contained in this Agreement are included exclusively to aid the Owner and the Contractor in reviewing the organization of this Agreement. Section or Subsection headings shall not affect, or be otherwise used in constructing, interpreting and/or performing the terms of this Agreement.

XIV. Severability. In the event any provision of this Agreement be declared invalid by operation of law or cease to be binding on the Parties hereto, such provision (or portion thereof) shall be severed and the remaining provisions of this Agreement shall continue in full force and effect.

Conditional Recommendations

We would like to thank you for considering our company to do your roof work. Our goal is to perform our job in the best and most satisfactory way for you. In an effort to do so, we feel the need to have good communication between you and Baker Roofing; so please let us know of any concerns you may have while we work on your home. Here are some tips that you might find of your advantage. Though it is not always likely for these things to happen, they certainly are good reminders for preventing any damage to your belongings.

- ◆ Check or remove delicate items hanging from walls. On rare occasions the vibrations have caused items on the wall to fall.
- ◆ If you have a textured (popcorn) ceiling, it is possible that some of the material may flake off and fall from the ceiling. It is also possible that the sheetrock fastener heads may be revealed in a few places. We make very effort to keep the vibrations at a minimum, however in the rare event that this may occur, we cannot assume any liability.
- ◆ If we are doing a complete re-roof with tear-off and you have any valuables in the attic, we suggest that you cover them due to the fact that some shingle granules will make it through the joints in the roof decking and fall into the attic. It is required by the shingle manufacturer that the shingle nails penetrate through the roof decking completely. This can result in small splinters of wood (usually no more than 1 inch long) that may separate from the backside of the roof decking. This is a normal occurrence and cannot be avoided.
- ◆ If ridge vents are to be installed, sawdust will be created when the roof decking is cut out to allow ventilation. This cannot be avoided and we recommend covering or removing dust sensitive items from the attic area. Also, if you have gable-end vents, and ridge vents are to be installed, the gable vents should be enclosed to allow for proper airflow in the attic. We cannot be responsible for any obstructions inside the attic that may prohibit proper airflow.
- ◆ Should a skylight be removed or changed, some debris may fall into the home; covering your furniture with a bed sheet or painters plastic would be a good precaution. If you opt not to replace the skylight(s) keep in mind that skylight seals may fail resulting in leaks that we can not be responsible for. This can only be resolved by replacing the skylights.
- ◆ We will have a dump truck on the job site. Park your vehicles on the street if possible; this will prevent us from blocking your vehicle and keeping it away from the roof will also be a good preventive way to protect your automobile.
- ◆ Please let us know of any special deck, furniture, tree or other valuable item that would need special care.
- ◆ Babies, small children and, even, pets, may be disturbed by the extra noise; you might want to consider taking some personal precautions.
- ◆ In reference to stone or brick chimneys or any brick walls above roof line, Baker Roofing Company does not take responsibility for any leaks or water infiltration that may result from cracks in mortar joints, brick, or mortar caps.
- ◆ In reference to siding above the roofline, Baker Roofing Company does not take responsibility for leaks and/or water infiltration that may enter through cracks or openings in siding.
- ◆ It is possible that Masonite siding in locations above the rooflines may deteriorate or swell due to the absorption of moisture over time; thus, these boards can become soft. When installing new flashing behind such siding, it is likely that the deteriorated siding boards will break apart and need to be replaced.
- ◆ Where power attic fans are to be installed/replaced, it will be the customer's responsibility to have the wiring connected. Baker Roofing Company is not a licensed electrician and cannot connect wiring due to insurance liability factors.

Please feel free to contact your estimator or your project manager if you have any concerns, we would like to help.

Sincerely,

Baker Roofing Company

Service

Service Roofing and Sheet Metal Company
P.O. Box 1915
Wilmington, NC 28402-1915
(910) 343-9860
FAX# (910) 343-4278
E-Mail: wilmington@serviceroofing.com
Website: www.tri-stateservicagroup.com

Contractors For:
Roofing
Roof Decks
Industrial Sheeting
Sheet Metal Fabrication and Erection

MS. PAT SIMMONS
PENDER CO. PUBLIC WORKS

DATE: JUNE 29, 2012

STRUCTURE DSS BUILDING
LOCATION 810 S. WALKER STREET
BURGAW, NC

We propose to supply labor, proper supervision of labor, tools, equipment, insurance and materials to:

1. Remove existing weathered shingles and dispose of properly. Remove turbine vents and cupolas.
2. Examine roof deck and repair/replace on time and material rates (if needed).
3. Install 15# felt paper & ice and water shield under valleys.
4. Install new 30 year architectural standard colored shingles with vented ridge cap.
5. Install new step flashing from 24 gauge Kynar steel and counterflashing.
6. Install new .045 TPO roof on two small flat areas.
7. Furnish our two year and manufacturer's thirty year shingle warranty.

PRICE.....\$98,900.00

NOT INCLUDED:

- A. Deck repair/replacement (extra charge).
- B. Roof edging.
- C. Gutters & downspouts.
- D. Building permit (extra)
- E. Coping replacement on fire walls.

PLEASE NOTE: Work is proposed for normal business hours 7:00 a.m. thru 5:00 p.m. Monday thru Friday.

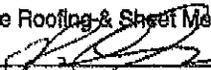
Above described work for the lump sum price of See above -----
----- (\$-----).

ALTERNATE: _____ ALTERNATE: _____

The terms and conditions set forth on the reverse side are a part of this proposal and contract. This Proposal is subject to revision or withdrawal by Service Roofing & Sheet Metal Company until communication of acceptance, and may be revised after communication of acceptance where an inadvertent error by Service Roofing & Sheet Metal Company has occurred. This Proposal expires thirty (30) days after the date stated below, unless Service Roofing & Sheet Metal Company expressly agrees to an extension.

ACCEPTED:

Firm/Owner: _____
By: _____
Title: _____
Date: _____

Service Roofing & Sheet Metal Company
By: 
Title: President

(See reverse side for terms and conditions)

TERMS & CONDITIONS

Acceptance. This Proposal and the plans, specifications and such other documents, if any, as are referred to on the face of this Proposal shall constitute the entire agreement between the parties. If acceptance of this Proposal is conditioned upon any additional or nonstandard terms and the parties cannot agree on mutually acceptable terms and conditions, then in such event AIA Standard Form of Agreement and AIA Document 201, General Conditions of the Contract for Construction 2007 edition, shall be used.

Nature of Work. Service Roofing & Sheet Metal Company ("Service") shall furnish the labor and material necessary to perform the work described herein or in the referenced contract documents. Service does not provide design, engineering, consulting or architectural services. It is the Owner's responsibility to retain a licensed architect or engineer to provide a professional design, which complies with applicable building code requirements, is consistent with desired load and wind uplift resistance ratings, and includes a determination as to whether means and method of a vapor or air retarder is needed. If plans, specifications or other design documents have been furnished to Service, Customer warrants that they are sufficient and conform to all applicable laws and building codes. Service is not responsible for any loss, damage or expense due to defects or omissions in plans or specifications or building code violations unless such defects or omissions result from a derivation by Service from what is specified. Service is not responsible for condensation, moisture migration from the building interior or other building systems, penetration of roof drains, deck deterioration, existing deck conditions, adequacy of drainage in ponding on the roof.

Deck Conditions. Customer warrants that conditions on which Service is to work are in good condition and capable of supporting roofing construction, equipment and operations, in the event that roofing is to be installed over a concrete or other wet deck or substrate, the determination as to when the concrete or wet substrate is sufficiently cured and dried so that roofing materials can be installed without potential future adverse effects shall be made by the General Contractor or other Owner approved representative, in consultation with the contractor, equipment manufacturer and design professional. Service is not responsible for structural conditions or roof conditions of the deck or substrate on which roofing and/or other installation will be done. Service will commence installation of roofing materials when directed by the design professional or other Owner approved representative. Service's commencement of roof installation indicates only that Service has visually inspected the surface of the deck for visible defects or deficiencies. Service is not responsible for the quality of construction, structural sufficiency, undulations, durability, fastening, moisture content, suitability, or physical properties of the roof deck or other trades' work or design. Service is not responsible to test or assess moisture content of the deck or substrate.

Asbestos and Toxic Materials. This proposal is based on Service's not coming into contact with asbestos-containing or toxic materials. Service is not responsible for expenses, claims or damages arising out of the presence, disturbance or removal of asbestos-containing or toxic materials. Service 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. Customer agrees to indemnify Service from and against any liability, damages, losses, claims, demands or citations arising out of the presence of asbestos or toxic materials at the work site.

Mold. Owner will make periodic inspections for signs of water intrusion and act promptly including prompt notice to Service if Owner believes there are roof leaks. Service is not responsible for indoor air quality, mold, mildew or any alleged injury resulting therefrom. Owner shall hold harmless and indemnify Service from claims due to 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 or deterioration of Air Quality.

Payment. Unless stated otherwise on the face of this proposal, Customer shall pay the contract price plus any additional charges for changed or extra work within ten (10) days of substantial completion of the Work. If completion of the Work extends beyond one month, Customer shall make monthly progress payments to Service by or before the fifth (5th) day of each month for the value of Work completed during the preceding month, plus the value of materials suitably stored for the project. All sums not paid when due shall earn interest at the rate of 1-1/2% per month. Service shall be entitled to recover from Customer all costs of collection incurred by Service, including attorney's fees, resulting from Customer's failure to make proper payment when due. Service's entitlement to payment is not dependent upon claims promulgated by Factory Mutual Global ("FMG"), including wind uplift testing.

Insurance. Service shall carry worker's compensation, automobile and commercial general liability, and such other insurances as required by law. Service will furnish a Certificate of Insurance evidencing the type and amount of its coverages, upon request. Customer shall purchase and maintain builder's risk and property insurance, without a deductible, including the labor and materials furnished by Service, covering fire, extended coverage, unloading, unhooking, unfastening 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 covered. Moneys owed to Service shall not be withheld by reason of any damage or claim against Service covered by liability or property damage insurances maintained by Service.

Additional Insured. If Customer requires and Service agrees to name Customer or others or additional insureds on Service's liability insurance policy, Customer and Service agree that the naming of Customer or other parties as additional insureds is intended to apply to claims made against the additional insureds in the event the claim is due to the negligence of Service and is not intended to make Service's insurer liable for claims that are due to the fault of the additional insured.

Working Conditions. Service shall not be charged for reasonable use of job utilities and services, watchman and security, sanitary facilities, temporary structures, or general office expense or other projected expenses of any description.

Interior Protection. Service is not responsible for damage caused by the elements during the course of the work, including leakage through the existing roof or other portions of the building that have not yet been re-roofed by Service. Customer acknowledges that re-roofing of an existing building may cause disturbance, dust or debris to fall into the interior. Customer agrees to remove or protect property directly below the roof in order to minimize potential interior damage. Service 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 Service harmless from claims of tenants who were not so notified and did not provide protection.

Roof Ejections. Service will flush all projections through roofing that are shown on the architectural plans provided to Service and that are in place prior to installation of roofing. Any penetrations through the roofing to be installed by Service not shown on the plans provided to Service prior to submittal of this proposal or required after installation of roofing shall be considered an order for extra work, and Service shall be compensated at its customary time and material rates for performing such additional work.

Backcharges. No backcharges or claims for payment of services rendered or materials and equipment furnished by Customer to Service shall be valid unless previously authorized in writing by Service and unless written notice is given to Service within ten (10) days of the event, act or omission which is the basis of the backcharge.

Availability of Site. Service shall be provided with direct access to the work site for the passage of trucks and materials and direct access to the roof. Service shall not be required to begin work until underlying areas are ready and acceptable to receive Service's work and sufficient areas of roof deck are clear and available for continuous full operation until job completion. The expense of any extra trips by Service to and from the job as a result of the job not being ready for the Work after Service has been notified to proceed will be charged as an extra.

Safety. Owner warrants there will be no live power lines on or near the roof/servicing the building where Service will be working and that Owner will turn off any such power supplies to avoid an electrocution risk to Service's employees. Service's price is based upon there not being electrical conduit or other materials embedded within the roof assembly or attached directly to the underside or top side of the roof deck over which Service will be installing the new roof. Owner will indemnify Service from personal injury and other claims and damages if Owner fails to turn-off power so as to avoid injury to Service's personnel or resulting from the presence of concealed electrical conduit and live electrical power. Service is not responsible for costs of repair or damage, including interruption of service, resulting from damage to undecorated or concealed electrical or other utility lines. Owner shall shut down roof located electronic equipment that emits or receives radio frequency waves while roofing contractor is to be working on the roof so that roofing personnel will not be subject to radio frequency waves or electromagnetic radiation while working on the roof and shall indemnify and hold Service and its personnel harmless from any personal injury claims resulting from a failure by Owner to do so. Service is not responsible for the safety of persons on the roof other than its own employees. Owner and general contractor agree to indemnify and hold Service harmless, including attorney's fees, from claims for personal injury by persons or entities whom Owner or general contractor have allowed or authorized to be on the roof. Service is not responsible for and shall be compensated for additional costs incurred due to the existence of utilities, damaged or wet insulation, deteriorated deck or other subsurface or latent conditions not disclosed in writing to Service and specifically referenced on the face of this proposal.

Modifications. List and Payment. If a payment bond is required, a copy of the bond shall be furnished to Service upon request.

Warranty. Service's work will be warranted by Service in accordance with its standard warranty, which is made a part of this proposal and contract and incorporated by reference. A facsimile of Service's standard warranty is attached or, if not, will be furnished upon request. SERVICE 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 Service.

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 alleged defects in the materials furnished pursuant to this contract, Customer shall have recourse only against the manufacturer of such material. If solar panels or green roofing materials are installed on the roof, Customer will be responsible for deconstructing or removing such panels or materials at customer's expense to allow Service to perform roofing work or respond to warranty requests.

Wind Loads or Uplift Pressures. To the extent specifications reference wind loads or uplift pressures, Service relies upon the Design Professional to specify appropriate materials and components, including deck construction to obtain the desired wind uplift capacity. If wind load or uplift pressures are specified but Owner has not retained a Design Professional, Service will install insulation and membrane materials that have been listed either by FMQ, the membrane manufacturer or others as having been tested and found to meet the designated load or uplift pressure. Service itself makes no representation regarding wind uplift capacity and assumes no liability for wind uplift.

Right to Stop Work. The failure of Customer to make proper payment to Service when due shall, in addition to all other rights, constitute a material breach of contract and shall entitle Service, at its discretion, to suspend all work and shipments, including furnishing warranty, until full payment is made. The time period in which Service shall perform the work shall be extended for a period equal to the period during which the Work was suspended, and the contract sum to be paid Service shall be increased by the amount of Service's reasonable costs of shut-down, delay and start-up.

Damage and Delays. Service is not responsible for damage done to Service's work by others. Any repairing of the same by Service will be charged as an extra. Service will not be responsible for roof damage or delayed performance of the roof if its responsibility and the installation of solar equipment or green roofing materials, without such damage occurs during or after installation Service shall not be liable for liquidated or delay damages due to a delay in completion of the Project unless the delay was caused by Service. Service shall not be responsible for loss, damage or delay caused by circumstances beyond its reasonable control, including but not limited to acts of God, accidents, fire, weather, vandalism, epidemics, strikes, jurisdictional disputes, failure or delay of transportation, shortage of or inability to obtain materials, equipment or labor. In the event of these occurrences, Service's time for performance under this proposal shall be extended for a time sufficient to permit completion of the Work.

Tolerances. All labor and materials shall be furnished in accordance with normal industry standards and industry tolerances for uniformity, color, variation, tolerances, size, weight, finish and texture. Specified quantities are intended to represent minimums with the contractor's discretion.

Fumes and Emissions. Customer acknowledges that odors and emissions from roofing products will be released and noise will be generated as part of the roofing operations to be performed by Service. 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. Some people are more sensitive to these emissions than others. Customer shall hold Service harmless from claims from third parties relating to fumes and odors that are emitted during the normal roofing process.

Dispute Resolution. If a dispute shall arise between Service and Customer with respect to any matters or questions arising out of or failing in this Agreement or the breach thereof, such dispute shall be decided by arbitration administered by and conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association unless the parties mutually agree otherwise. 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 Service, including a claim alleging any breach of this contract or tortious by Service must be initiated no later than two (2) years after Service completed the roofing installation covered by this contract. Collection matters may be processed through litigation or arbitration at the discretion of the Service.

Material References. Service is not responsible for the actual verification of technical specifications of product manufacturers, such as R-value or ASTM or UL compliance, but rather the materials used are represented as such by the material manufacturer.

Service shall have the benefit of all rights, remedies and defenses against the Contractor, which the Contractor has against the Owner, as provided in the Prime Contract. Acceptance of payment shall not constitute a waiver of Service's rights.