

Date: 8/13/2024

Region: 4C

FAC ID: WV046

CSS No.: 97982

Maximo WO No.: 15809

Asset #: NA

Priority: Routine



**Original Work Request:**

The HVAC duct has come loose, and the air is blowing out up in the ceiling of the BMA building.

**Description of Repairs Needed:**

Labor and material to a.) Fabricate patch to cover hole around piping penetration in bottom of unit, b.) Remove old drain piping coming through side of the curb and rubber patch hole, c.) Seal metal patch.

Labor:	Labor Hrs	Labor Rate	Total
Technician	12	\$ 110.00	\$ 1,320.00
		\$ -	\$ -

Material List:	Quantity	Cost	Total
Metal	1	\$ 60.00	\$ 60.00
Caulking	1	\$ 8.00	\$ 8.00
Roof Patch	1	\$ 10.00	\$ 10.00
Roofing Glue & Sealant	1	\$ 47.00	\$ 47.00

Equipment List:	Quantity	Cost	Total
			\$ -
			\$ -
			\$ -

**PM WO History:**

NA
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**Estimate Summary:**

Labor	Material	Equipment
\$ 1,320.00	\$ 125.00	\$0.00

Sub Total	G&A 12%	Fee 6%	Total Estimate
\$1,445.00	\$173.40	\$86.70	\$1,705.10



CONTRACTORS FOR:

ROOFING  
INDUSTRIAL SHEETING  
SHEET METAL FABRICATION AND ERECTION  
HEATING & AIR CONDITIONING SYSTEMS  
& SERVICE

ROOFING & SHEET METAL COMPANY

PO BOX 1949 PARKERSBURG, WV 26102 - SHIPPING: 101 SOUTH MEADVILLE ROAD, DAVISVILLE, WV 26142  
PHONE (304) 485-6593 • FAX (304) 485-2841 • CONTRACTOR LICENSE #WV004542  
E-Mail: parkersburg@tri-stateservice.com Website: www.tri-stateservicegroup.com

To: PFC Reynolds USARC/BMA 102  
4603 Camden Ave.  
Parkersburg, WV 26101

Date: August 13, 2024

Attn: Julie Pape  
Via email: [julie.pape@tideh2o.net](mailto:julie.pape@tideh2o.net)

Re: Tidewater - PFC Reynolds-HVAC  
Repair

DESCRIPTION OF WORK TO BE PERFORMED:

- Fabricate patch to cover hole around piping penetration in bottom of unit.
- Remove old drain piping coming through side of the curb and rubber patch hole.
- Seal metal patch.

TOTAL PRICE:  
**ONE THOUSAND FOUR HUNDRED FORTY-FIVE DOLLARS..... \$1,445.00**

➤ PRICE BREAKDOWN:

<b>Material:</b>	<b>Metal.....</b>	<b>\$ 60.00</b>
	<b>Caulking.....</b>	<b>\$ 8.00</b>
	<b>Roof Patch.....</b>	<b>\$ 10.00</b>
	<b>Roofing Glue &amp; Sealant....</b>	<b>\$ 47.00</b>
		<b><u>\$ 125.00</u></b>
<b>Labor.....</b>	<b>12 hours @ \$110.00/hr.....</b>	<b><u>\$1,320.00</u></b>

- Please note the following clarifications:
1. All permits and fees by others.
  2. Any additional repairs required are to be performed on a time and material basis.
  3. This price is based on work being performed during regular business hours.

*\*In the event the price of any materials, products, freight, or labor to be used in this work should increase 5% or greater from the price at which the material/product, freight, or labor was available to the contractor at the time of submission of this proposal, then the price quoted shall be increased to reflect the additional cost.*

**ACCEPTED:**

Firm/Owner: _____	TRI-STATE ROOFING & SHEET METAL COMPANY
By: _____	By: <u>Randy D. Gainer</u>
Title: _____	Title: <u>HVAC Service Manager</u>
Date: _____	Date: <u>August 13, 2024</u>

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 Tri-State until communication of acceptance and may be revised after communication of acceptance where an inadvertent error by Tri-State has occurred. This Proposal expires thirty (30) days after the date stated above, unless Tri-State Roofing & Sheet Metal Company expressly agrees to an extension in writing.

(See reverse side for terms and conditions)

# TERMS & CONDITIONS

- 1. Acceptance.** This Proposal and the plans, specifications and such other documents, if any, as are referenced 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 inconsistent terms and the parties cannot agree on mutually acceptable terms and conditions, then in such event AIA Standard Form of Agreement and AIA Document A201, General Conditions of the Contract for Construction 2007 edition, shall be used.
- 2. Nature of Work.** Tri-State Roofing & Sheet Metal Company (“Tri-State”) shall furnish the labor and material necessary to perform the work described herein or in the referenced contract documents. Tri-State 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 proper design, which complies with applicable building code requirements, is consistent with desired fire and wind uplift resistance ratings, and includes a determination as to whether and what type of a vapor or air retarder is needed. If plans, specifications or other design documents have been furnished to Tri-State, Customer warrants that they are sufficient and conform to all applicable laws and building codes. Tri-State is not responsible for any loss, damage or expense due to defects or omissions in plans or specifications or building code violations unless such damage results from a deviation by Tri-State from what is specified. Tri-State is not responsible for condensation, moisture migration from the building interior or other building components, location or size of roof drains, deck deflection or existing deck conditions.
- 3. Drainage.** Roof drainage, including secondary drainage, should be evaluated, designed and specified by a qualified mechanical engineer for compliance with current plumbing and other applicable codes and site conditions. Tri-State does not evaluate or design roof drainage, including the number, size and spacing of roof drains, and is not responsible for the adequacy of roof drainage and the consequences of inadequate roof drainage. Because retrofit drains reduce capacity of existing roof drainage, Tri-State does not recommend use of retrofit drains and is not responsible for the consequences of an owner’s or design professional’s decision to have Tri-State install retrofit drains. Tri-State is not responsible for damages resulting from clogged drains, scuppers and downspouts. The owner should regularly inspect all roof drains, scuppers (both primary and secondary) and downspouts to determine that drainage is not impeded.
- 4. Deck Conditions.** Customer warrants that structures on which Tri-State is to work are in sound condition and capable of withstanding roof construction, equipment and operations and will not adversely affect the roofing materials or performance of the roof. Tri-State is not responsible for adhesion to concrete decks or the effects on the roofing materials of residual moisture in concrete decks. Tri-State is not responsible to test or assess moisture content of the deck or substrate and for water intrusion while the deck is drying and advises that admixtures are not effective in preventing moisture or vapor migration from adversely affecting roofing materials. Tri-State’s commencement of roof installation indicates only that Tri-State has visually inspected the surface of the deck for visible defects or deficiencies. Tri-State 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.
- 5. Asbestos and Toxic Materials.** This proposal is based on Tri-State’s not coming into contact with asbestos-containing or toxic materials. Tri-State is not responsible for expenses, claims or damages arising out of the presence, disturbance or removal of asbestos-containing or toxic materials. Tri-State 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 Tri-State 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.
- 6. Mold.** Owner will make periodic inspections for signs of water intrusion and act promptly including prompt notice to Tri-State if Owner believes there are roof leaks. Tri-State is not responsible for indoor air quality, mold, mildew or any alleged injury resulting therefrom. Owner shall hold harmless and indemnify Tri-State 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.
- 7. Payment.** Payment by credit card is not permitted, unless agreed to by Tri-State. 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 Tri-State 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. Tri-State shall be entitled to recover from Customer all costs of collection incurred by Tri-State, including attorney’s fees, resulting from Customer’s failure to make proper payment when due. Tri-State’s entitlement to payment is not dependent upon criteria promulgated by Factory Mutual Global (“FMG”), including wind uplift testing.
- 8. Insurance.** Tri-State shall carry worker’s compensation, automobile and commercial general liability and such other insurance as required by law. Tri-State 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, without a deductible, including the labor and materials furnished by Tri-State, covering fire, windstorm, extended coverage, malicious mischief, 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. Moneys owed to Tri-State shall not be withheld by reason of any damage or claim against Tri-State covered by liability or property damage insurance. If Customer requires and Tri-State agrees to name Customer or others as additional insureds on Tri-State’s liability insurance policy, Customer and Tri-State agree that the naming of Customer or other parties as additional insureds is intended to apply to claims made against the additional insured to the extent the claim is due to the negligence of Tri-State and is not intended to make Tri-State’s insurer liable for claims that are due to the fault of the additional insured.
- 9. Working Conditions.** Tri-State shall not be charged for reasonable use of job utilities and services, watchmen and security, sanitary facilities, temporary structures, or general office expense or other prorated expenses of any description.
- 10. Interior Protection.** Tri-State is not responsible for damage caused by the elements or debris that may fall into the building during the course of the work, including leakage due to the condition of the existing roof, drainage deficiencies or water entry through other parts of the building. *Tri-State is not liable for special, incidental or consequential damages.* Customer acknowledges that re-roofing of an existing building or substantial repairs may cause disturbance, dust, debris or fireproofing to fall into the interior. Customer agrees to remove or protect property directly below the roof to minimize potential interior damage and to provide written notice of locations of hi-tech equipment or machinery or sensitive operations located directly underneath areas to be re-roofed or repaired and take steps necessary to protect such equipment or machinery during re-roofing. Tri-State shall not be responsible for disturbance, interruption, clean up, loss of revenue or loss to interior property including gym floors and technical equipment or machinery that Customer did not remove or protect prior to commencement of roofing operations. Customer shall notify occupants and tenants of roofing work and the need to provide protection underneath areas being re-roofed. Customer agrees to hold Tri-State harmless from claims of tenants and occupants who were not so notified and did not provide protection. If there is interior damage due to water entry or debris that falls into the building for which the Customer contends Tri-State may be responsible, Tri-State shall be given prompt written notice by Customer and the opportunity to take needed remedial action without prejudice to Tri-State’s or Customer’s rights or contentions as to liability or responsibility for the costs incurred. Tri-State will not be liable for remedial expenses if Tri-State was not afforded the opportunity to perform the remedial work. Customer shall maintain builder’s risk and property insurance which shall be used to cover such claims and losses. Tri-State and Customer waive rights of subrogation for claims covered under builder’s risk and property insurance.
- 11. Roof Projections.** Tri-State will flash all projections through roofing that are shown on the architectural plans provided to Tri-State and that are in place prior to installation of roofing. Any penetrations through the roofing to be installed by Tri-State not shown on the plans provided to Tri-State prior to submittal of this proposal or required after installation of roofing shall be considered an order for extra work, and Tri-State shall be compensated at its

- customary time and material rates for performing such additional work.
- 12. Backcharges.** No backcharges or claims for payment of services rendered or materials and equipment furnished by Customer to Tri-State shall be valid unless previously authorized in writing by Tri-State and unless written notice is given to Tri-State within ten (10) days of the event, act or omission which is the basis of the backcharge.
  - 13. Availability of Site.** Tri-State shall be provided with direct access to the work site for the passage of trucks and materials and direct access to the roof. Tri-State shall not be required to begin work until underlying areas are ready and acceptable to receive Tri-State’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 Tri-State to and from the job as a result of the job not being ready for the Work after Tri-State has been notified to proceed will be charged as an extra.
  - 14. Safety.** Owner warrants there will be no live power lines on or near the roof servicing the building where Tri-State will be working and that Owner will turn off any such power supplies to avoid an electrocution risk to Tri-State’s employees. Tri-State’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 topside of the roof deck upon which Tri-State will be installing the new roof. Owner will indemnify Tri-State from personal injury and other claims and expenses if Owner fails to turn-off power so as to avoid injury to Tri-State’s personnel or resulting from the presence of concealed electrical conduit and live electrical power. Tri-State is not responsible for costs of repair or damages, including disruption of service, resulting from damage to undiscovered 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 Tri-State and its personnel harmless from any personal injury claims resulting from a failure by Owner to do so. Tri-State 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 Tri-State 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. Tri-State 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 Tri-State and specifically referenced on the face of this proposal.
  - 15. Mechanic's Lien and Payment Bond.** Tri-State shall be entitled to file a lien if payment to Tri-State is not made. If a payment bond is issued, a copy of payment bond shall be furnished to Tri-State upon request.
  - 16. Warranty.** Tri-State’s work will be warranted by Tri-State in accordance with its standard warranty, which is made a part of this proposal and contract and incorporated by reference. A facsimile of Tri-State’s standard warranty is attached or, if not, will be furnished upon request. *Tri-State is not 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 Tri-State. 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 Tri-State to perform roofing work or respond to warranty requests.
  - 17. Wind Loads or Uplift Pressures.** Tri-State relies upon the Design Professional to specify appropriate materials and components including deck construction to obtain the required or desired wind uplift rating. If wind load or uplift pressures are specified but Owner has not retained a Design Professional, Tri-State will install insulation and membrane materials that have been listed either by FMG, the membrane manufacturer or others as having been tested and found to meet the designated load or rating. Tri-State itself makes no representation regarding wind uplift capacity and assumes no liability for wind uplift.
  - 18. Right to Stop Work.** The failure of Customer to make proper payment to Tri-State when due shall, in addition to all other rights, constitute a material breach of contract and shall entitle Tri-State, at its discretion, to suspend all work and shipments, including furnishing warranty, until full payment is made. The time period in which Tri-State 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 Tri-State shall be increased by the amount of Tri-State’s reasonable costs of shut-down, delay and start-up.
  - 19. Damages and Delays.** Tri-State is not responsible for damage done to Tri-State’s work by others. Any repairing of the same by Tri-State will be charged as an extra. Tri-State will not be responsible for roof damage or impaired performance or diminished roof life expectancy due to installation of solar equipment or green roofing materials, whether such damage occurs during or after installation Tri-State shall not be liable for liquidated or delay damages due to a delay in completion of the Project unless the delay was caused by Tri-State. Tri-State 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, regulation, strikes, jurisdictional disputes, failure or delay of transportation, shortage of or inability to obtain materials, equipment or labor. In the event of these occurrences, Tri-State’s time for performance under this proposal shall be extended for a time sufficient to permit completion of the Work.
  - 20. Tolerances.** All labor and materials shall be furnished in accordance with normal industry standards and industry tolerances for uniformity, color, variation, thickness, size, weight, finish and texture. Specified quantities are intended to represent an average over the entire roof area.
  - 21. Oil-canning.** Metal roofing and especially lengthy flat-span sheet-metal panels often will exhibit waviness, commonly referred to as “oil-canning.” The extent of oil-canning and the appearance of the panels will vary depending on factors such as panel length and color, alloy, gauge, galvanizing process, substrate condition, and exposure to sunlight. Oil-canning pertains to aesthetics and not the performance of the panels and is not controlled by Tri-State. Tri-State is not responsible for oil-canning or aesthetics. Oil-canning shall not be grounds to withhold payment or reject panels of the type specified.
  - 22. 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 Tri-State. 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 Tri-State harmless from claims from third parties relating to fumes and odors that are emitted during the normal roofing process.
  - 23. Dispute Resolution.** If a dispute shall arise between Tri-State 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 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 Tri-State, including a claim alleging any breach of this contract or negligence by Tri-State must be initiated no later than two (2) years after Tri-State performed the roofing installation covered by this contract. Collection matters may be processed through litigation or arbitration at the discretion of the Tri-State.
  - 24. Material References.** Tri-State 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.
  - 25. Tri-State shall have the benefit of all rights, remedies and redress 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 Tri-State’s rights.**

