

**Region:** 5

**Location:** MD002

**CSS #:** TBD

**Maximo Work Order No.:** 12616

**Asset #:** NA

**Date Issued:** 08/26/20

**Original Description:** Tecta America rearing roof Chris will take lead and coordinate with Tecta.

**Repairs Needed:**

Please see details in the attached quote

**RS Means Line Buildup and Labor Summary (Data Version 2017, Q4):**

Quantity	Line Item Number	Description	Labor Hours	Labor Rate/Hr	Materials	Equipment	Total
--	NA	See detail in quote	--	--	\$13,200.00	--	\$13,200.00

**Estimate Summary:**

Labor Hours	Labor Cost	Material Cost	Equipment	Total Cost	CE Factor	Total Estimate
26	\$13,200.00			\$13,200.00	106%	<b>\$13,992.00</b>



August 13, 2020

Attn: Kenneth Augustin

**RE: 700 Ordnance Road**

We are pleased to submit our proposal to furnish all labor, materials, safety, equipment and supervision to perform the work described below. All roofing is to be installed in accordance with the manufacturer's standard specifications and details, SMACNA standards, and standard roofing practice.

**Roofing Scope of Work**

1. Set up OSHA/MOSHA approved safety.
2. Perform Repairs to New TPO roof sections as outlined below and shown in Photo Package.
  - Remove existing deteriorated caulk at lower roof parapet coping cap at parapet wall to building connection (photo's 12& 28)
  - Remove existing flashings at (2) through wall drain scuppers at lower TPO roof, clean areas and re flash in accordance with roofing manufacture standard TPO scupper flashing details (photo's 13-18)
  - Install new TPO membrane T-Patches, corner patches and detail patches/flashing at lower and upper TPO roofs that existing patches have failed and or have been installed incorrectly or with incorrect materials per roofing manufacture details.
  - Cut out and patch voids in existing TPO roof patches and wall flashings.
  - Remove existing manufactures term bar at locations shown In photo package and re install/flash in accordance with roofing manufacture specifications.
  - Shop fabricate and install new sheet metal counter flashings where missing as shown in photo package
  - Remove existing deteriorated/failing caulk at lower membrane roof expansion joint and re caulk per manufactures details
  - Remove existing lightning protection cable at upper roof system where new TPO roof membrane ties into existing PVC membrane, shop fabricate and install new sheet metal coping cap and install, re install existing lightning protection and provide a letter of compliance.
  - Clean all debris and materials from existing roof drains and through wall scuppers at entire building roof area.
3. Provide a TWO (2) year workmanship warranty on all work listed in the above roofing scope.

**Notes:**



1. This proposal is valid for 30 days

**Exclusions:**

1. Permits or bonds. If payment and performance bonds are required, add 2.5% to our total contract amount.
2. Wage scale pay
3. Certified payroll
4. Cutting, patching, repair of existing/new roof decking/substrate.
5. Permanently installed fall protection system.
6. Any and all roof system design or engineering
7. Interior protection of any kind
8. Design, fabrication, installation, leveling of any new curbs.
9. Wood unless noted otherwise above.
10. Removal of snow, ice or frost.
11. Custom color metal/metallic colors.
12. All disconnects and re-connects of mechanical service lines or adjustment of roof top mechanical equipment is figured to be by others where required.
13. Changes to or adjustments to the existing roof drains.
14. Protection of the roof system from damage. Tecta America will be responsible for any damage caused by our forces. All other roof damages will be repaired on a time and material basis.
15. Any work not specifically stated in the above roofing scope.

**Proposal Price: \$13,200.00 | Thirteen Thousand, Two Hundred Dollars.00**

We appreciate the opportunity to present you with this proposal. Should you have any questions or concerns, please do not hesitate to contact me at the number listed below.

Respectfully submitted,

JD Clements| Service Manager  
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**TECTA AMERICA East, LLC**  
5220 Pennington Ave. | Baltimore, MD 21226  
 **TECTA AMERICA** *Roofing Redefined*

**TERMS AND CONDITIONS**

1. Nature of Work. Tecta America East shall furnish the labor and material to perform the work described herein or in the referenced contract documents. Contractor does not provide engineering, consulting or architectural services. It is the Owner's responsibility to retain a licensed architect or engineer to determine proper design and code compliance. If plans, specifications or other design



documents have been furnished to Contractor, Customer warrants that they are sufficient and conform to all applicable laws and building codes. Contractor is not responsible for loss, damage or expense due to defects in plans or specifications or building code violations unless such damage results from a deviation by Contractor from the contract documents. Contractor is not responsible for location of roof drains, adequacy of drainage, ponding on the roof or structural conditions.

2. Commencement of Work. Customer warrants that the structures on which Contractor is to work are in sound condition and capable of withstanding normal activities of roofing construction, equipment and operations. Contractor's prosecution of the roof work indicates only that the surface of the deck appears satisfactory to Contractor to attach roofing materials. Contractor is not responsible for the construction, undulations or structural sufficiency of the roof deck or other trades' work or design.

3. Asbestos and Toxic Materials. This proposal is based on Contractor's not coming into contact with asbestos-containing or toxic materials. Contractor is not responsible for expenses, claims or damages arising out of the presence, disturbance or removal of asbestos-containing or toxic materials. Contractor 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 Contractor 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.

4. 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 Contractor 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. Contractor shall be entitled to recover from Customer costs of collection, including attorney's fees, resulting from Customer's failure to make proper payment when due. Contractor's entitlement to payment is not dependent upon criteria promulgated by Factory Mutual Global, including wind uplift testing.

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

6. Insurance. Contractor shall carry worker's compensation, automobile and commercial general liability insurance. Contractor 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, including the labor and materials furnished by Contractor, covering fire, 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 Contractor shall not be withheld by reason of any damage or claim against Contractor covered by liability or property damage insurance maintained by Contractor or claims covered under builder's risk insurance.

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

8. Interior Protection. 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. Contractor 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 Contractor harmless from claims of tenants who were not so notified and did not provide protection.

9. Damages and Delays. Contractor will not be responsible for damage done to Contractor's Work by others. Any repairing of the same by Contractor will be charged as an extra. Contractor shall not be liable for liquidated or delay damages due to a delay in completion of the Project unless the delay was caused by Contractor. Contractor 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, strikes, jurisdictional disputes, failure or delay of transportation, shortage of or inability to obtain materials, equipment or labor. In the event of these occurrences, Contractor's time for performance under this proposal shall be extended for a time sufficient to permit completion of the Work.

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

11. Wind Loads or Uplift Pressures. Design Professional is responsible to design the work to be in compliance with applicable codes and regulations and to specify or show the work that is to be performed. Contractor is not responsible for design, including calculation or verification of wind-load design. To the extent minimum wind loads or uplift pressures are required, Contractor's bid is based solely on manufacturer's printed test results. Contractor itself makes no representation regarding wind uplift capacity and assumes no liability for wind uplift.



12. Back charges. No back charges or claims for payment of services or materials and equipment furnished by Customer to Contractor shall be valid unless previously authorized in writing by Contractor and unless written notice is given to Contractor within five (5) days of the event, act or omission which is the basis of the back charge.

13. Electrical Safety. Owner warrants that there will be no live power lines on or near the roof servicing the building where Contractor will be working and that Owner will turn off any such power supplies to avoid an electrocution risk to Contractor's employees. Contractor'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 Contractor will be working. Owner will indemnify Contractor from personal injury and other claims and expenses if Owner fails to turn-off power so as to avoid injury to Contractor's personnel or resulting from the presence of concealed electrical conduit and live electrical power. Contractor is not responsible for costs of repair or damages, including disruption of service, resulting from damage to undisclosed or concealed electrical or other utility lines.

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

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

16. Existing Conditions. Contractor is not responsible for leakage due to existing conditions through the existing roof or other portions of the building that have not yet been reroofed by Contractor.

17. Mold. Contractor and Owner are committed to acting promptly so that roof leaks are not a source of potential interior mold growth. Owner will make periodic inspections for signs of water intrusion and act promptly including prompt notice to Contractor if Owner believes there are roof leaks, to correct the condition. Upon receiving notice, Contractor will make roof repairs. The Owner is responsible for monitoring any leak areas and for indoor air quality. Contractor is not responsible for indoor air quality. Owner shall hold harmless and indemnify Contractor from claims due to indoor air quality and resulting from a failure by Owner to maintain the building in a manner to avoid growth of mold. Customer agrees to indemnify and hold harmless Contractor from claims brought by tenants and third parties arising from mold growth.

18. Material Cost Escalation. Steel products, asphalt, Polyisocyanurate and other roofing products are sometimes subject to unusual price volatility due to conditions that are beyond the control or anticipation of Contractor. If there is a substantial increase in these or other roofing products between the date of this proposal and the time when the work is to be performed, the amount of the contract may be increased to reflect the additional cost to the roofing Contractor, upon submittal of written documentation and advance notice.

19. Material References. Contractor 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.

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. 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 Contractor. 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 Contractor harmless from claims from third parties relating to fumes and odors that are emitted during the normal roofing process.

22. Oil-canning. Metal roofing and especially lengthy flat-span sheet-metal panels often will exhibit waviness, commonly referred to as "oil-canning." The degree of oil-canning and the appearance of the panels will vary depending on factor such as the length and color of the panels, 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 the roofing Contractor. The type of metal roofing panels specified can affect the degree of oil-canning. Contractor is not responsible for oil-canning or aesthetics. Oil-canning shall not be grounds to withhold payment or reject panels of the type specified.

23. Dispute Resolution. If a dispute shall arise between Contractor and Customer with respect to any matters or questions arising out of or relating to this Agreement or the breach thereof, Contractor and Customer will seek to mediate the dispute. If mediation is not successful, arbitration shall be 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 Contractor alleging any breach of this contract or negligence by Contractor must be initiated no later than two (2) years after Contractor performed the roofing installation covered by this contract. Collection matters may be processed through litigation or arbitration at the discretion of the Contractor.