

March 10, 2015

Charles Aspinwall Town of Millis 900 Main St. Millis, MA 02054

Re: 7 Water St. Water Testing

We propose to furnish all labor, materials and equipment necessary to complete roofing repairs on referenced project per our proposal only, for the sum of: **\$5,600.00** *Five Thousand Six Hundred*

Scope of Work:

- 1. Provide a 2-man crew for two (2) days to assist with water testing and leak repairs.
- 2. Provide a 60' Boom Lift for access.
- 3. Assume owner to provide access to Tecta America's equipment and personnel.
- 4. Includes 6.25% MA sales tax.
- 5. Price good until 6/10/2015, and then subject to review.

<u>Alternate:</u>

1. Provide a 2-man crew for a third day.

ADD: \$1,600.00

Exclusions:

- 1. Exclude building permits.
- 2. Exclude all water, snow and ice removal.

Please feel free to call me with any questions concerning these matters.

Sincerely,

Owner/Customer:

Eric Peterson Business Devlopment Sales Rep Tecta America 508.726.4474

Accepted By: _____

Signature: _____

Terms & Conditions:

- Payments: upon completion.
- Tecta retains title to the materials until contract is paid in full.
- Materials guaranteed as written by manufacturer.
- Not covered under the warranty are unusual weather conditions, including but not limited to, ice and snow build-up, high winds and original building structural problems.
- Snow, Ice, water, mud and other debris removal, if necessary, is an additional charge at our standard hourly rate.
- Single-ply membranes are susceptible to puncture by individuals. Care must be taken to protect membrane. Owner / General Contractor will be invoiced for callbacks due to damage to the roof system.
- This estimate/proposal is valid for up to 30 days and does not constitute a contract until signed by both parties.
- Billings unpaid over 30 days shall be subject to 1.5% per month financing charge. The customer will be held responsible for any fees or costs Delta incurs in relation to collecting outstanding invoices. This includes, but is not limited to, attorney or accountant fees, court fees, arbitration or mediation fees, or any other fee associated with collecting unpaid invoices.
- When existing roofs are being removed, dirt and debris may enter the building through cracks, seams and/or holes in the decking. Tecta America shall not be responsible for any cleaning or repairs that may be necessary.
- Once both parties have signed this proposal, a schedule for commencement of work will be established based on present weather conditions and Tecta America's present workload.
- Tecta America will not take the responsibility for covering roof penetrations or unit curbs unless arrangements have been made prior to the commencement of the work.
- Tecta America has allotted for two mobilizations per project. If additional mobilizations are required, a charge of \$500 per additional mobilization will be charged. A mobilization is defined as consecutive days worked.
- Tecta America and/or manufacturer will not be held responsible for roof delamination of polyisocyanurate insulation due to foot traffic. It will be the owner's responsibility to notify other trades of potential damage to the roofing system and to provide protection for the roofing system when trades are required to work on the roof.
- This proposal/contract is based on today's current market prices. Should material prices increase the cost of this proposal and/or contract will increase by the same amount plus Tecta America's standard mark-up.
- Owner shall defend, indemnify and hold harmless Tecta America and their officers, directors, employees, agents from and against any and all claims, damages, liability, losses and expenses arising from any interior damage that may occur as a result of this work.
- To prevent possible air quality problems in occupied and non-occupied areas, Tecta America requires that all HVAC and make-up air equipment is turned off while working and the owner notify tenants of the work prior to commencement. Should this not be feasible, the Owner shall furnish Tecta America a waiver and release for all the claims that may occur as a result of this work.
- Tecta America will not be held responsible for substrates which are not supplied and installed by Delta. This applies to pressure treated wood blocking for perimeter fascia's, parapet walls, vertical walls and/or any substrate which accepts fabricated metal either flashings or systems.

<u>INT:</u>