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Re-Coat Proposal

Dated: 11/30/2022

To: Cochise County Facilities

Attn: James D Crowely

For the Following Project: 100 Colonia De Salud, Sierra Vista, AZ

Thank you for the opportunity to provide our services, based on your request we have developed the following proposal for the above listed project.

SCOPE OF WORK: Classic Roofing agrees to furnish all supervision, labor, services, transportation, tools, equipment, materials and supplies necessary to perform the following scope of work:

WORK SCOPE:

- Clean and repair splits and missing flashing/sealants with primer, Evercaulk FG acrylic flashing grade
- Clean roof surface and prime with Everprime Bleed Block over aluminum coated areas at 1 gal/SQ. and Everprime GP over any acrylic coated areas at 1 gal/3 SQ.
- Install Everest AC50 48" wide at 1.5 gal/SQ and lay 40" Everfab polyester fabric centered into wet coating.
- Immediately install 1 gal/2 SQ AC50 over fabric and broom/brush wrinkles/air entrapment from fabric.
- Allow fabric coat to cure a minimum 48 hours before installing additional coating
- Install 2 applications of AC50 at 1.5 gal/SQ per coat or as required to have no fabric pattern showing through topcoat.
- Seal Coping Cap Metal Seams with Evercaulk FG/Fabric

WARRANTY: 10 Year System Warranty, Classic Roofing 2-Year Workmanship Warranty.

TAX: \$2,426.00

PROPOSAL AMOUNT: \$92,859.00

Line Item#1: \$2,500.00 Infrared Scan (Not Included in Proposal Amount)

Authorized Signature _____ **Date** _____

Respectfully Submitted,

Max Gamba

Service Manager
Classic Roofing LLC

TERMS AND CONDITIONS: The terms and conditions set forth in Exhibit "A" herein attached are part of this Proposal.

TERMS AND CONDITIONS

“Exhibit A”

NATURE AND SCOPE OF WORK: Classic Roofing agrees to furnish all supervision, labor, services, transportation, tools, equipment, materials, supplies and other facilities necessary to perform the scope of work. It is the owner's responsibility to retain a licensed architect or engineer to determine proper design and code compliance. Classic Roofing is not responsible for any loss, damage, or expense due to defects in plans, specifications or building code violations. Owner warrants all structures to be in sound condition capable of withstanding normal activities of roofing construction, equipment, and operations.

CONTRACTORS RIGHT TO RESCIND: Contractor reserves the right to withdraw or revise this proposal until such time as Owner communicates his acceptance to Contractor. This Proposal may be withdrawn after communication of acceptance where an inadvertent error by Contractor has occurred. This Proposal expires (60) days after the date of the Proposal if not earlier accepted, revised, or withdrawn.

EXCLUSIONS: Performance and payment bonds (unless specifically included in scope of work listed in this Proposal), Sheet metal (except for installation of flashing jacks held in place only by roofing and furnished by HVAC, plumbing, or electrical contractors), Wood nailers, blocking, insulation stops, or plywood facets. Insulation on pre-fabricated mechanical equipment curbs. Furnishing or installing of vapor barriers under concrete slabs. Gravel backfill, filter fabric, or tile drains for water proofing or damp proofing. Wood for hip and ride boards, Sealants contacting any surface other than roof membranes. Electrical, electrical conduit, stucco, plumbing, mechanical, carpentry, asbestos abatement, structural, or any other work not specifically listed in the scope of work.

ACCEPTANCE: Acceptance of this proposal by Owner shall be acceptance of all terms and conditions recited herein. Upon acceptance, this proposal becomes a binding contract between Classic Roofing and the Acceptor.

PAYMENT: Proposal/Contract will be invoiced monthly based upon progress completed through the month's end. Payments are due within (30) days of invoice date. 10% retention can be withheld until closeouts are sent by Classic Roofing to Owner. If contractor incurs any expenses in collecting money due under this Proposal/Contract, including but not limited to attorneys' fees and costs, Owner shall reimburse Contractor for all such expenses. Contract is entitles to interest the rate of 1.5% per month on all amounts not paid when due.

WARRANTY: Contractor shall not be liable for special, incidental, consequential or punitive damages. The acceptance of this proposal by the Owner signifies his agreement that this warranty shall be and is the exclusive remedy against Contractor for all defects in workmanship furnished by contractor. A manufacturer's warranty shall be furnished to Owner if specifically included in scope of work listed in this Proposal. It is expressly agreed that in the event of any defects in the material furnished pursuant to this Proposal/Contract, Owner shall have recourse only against the manufacturer of such material.

BACK CHARGE: No back charges of claims for payment of services rendered or materials and equipment furnished by Owner to Contractor shall be valid unless previously authorized in writing by Contractor and unless written notice is given to the Contractor within ten (10) days of the event, act, or omission which is the basis of the back charge.

PRICE VOLATILITY: Because firm prices cannot be obtained from suppliers, prices are subject to change. If there is an increase in the price of roofing products being used in this scope of work charged to the Contractor subsequent to making this Proposal, the Proposal/Contract shall be increased to reflect the additional cost to the contractor with written documentation thereof.

INSURANCE: Classic Roofing shall carry and maintain worker's compensation, automobile liability, and commercial general liability insurance. Upon request, contractor will furnish a certificate of insurance with requested coverage's. Owner shall purchase and maintain builder's risk and property insurance covering fire, storm vandalism, theft and other perils, including the labor, material, and equipment furnished by Contractor, until the job is completed and accepted and Contractor's

equipment is removed from the premises and final payment is made to Classic Roofing. If owner requires and Contractor agrees to name Owner or others as additional insured on Contractor's liability policy, Owner and Contractor agree that the naming of Owner or other parties as an additional insured will apply only to claims made against the additional insured to the extent the claim is due to the negligence of Contractor and does not and is not intended to make the Contractors' insurer liable for claims that are due to any fault of the additional insured.

CONTRACTORS RIGHT TO STOP WORK: The failure of the owner/acceptor of this Proposal to make proper payment to Classic Roofing when due shall entitle Contractor, at its sole discretion and without prejudice to any other remedy Contractor may have, to suspend all work and shipments, including warranty, until full payment is made to Contractor. Owner agrees that in the event the contractor terminates this Proposal/Contract, Contractor is entitled to recover payment for work performed and proven loss with response to materials, equipment tools, overhead, profit and damages applicable to the Work. Contractor is not responsible for any loss, damages, additional costs or other expenses to Owner resulting from Contractor's stopping work pursuant to this clause.

SITE CONDITIONS: Contractor is not responsible for additional costs due to the existence of utilities, wet insulation, deteriorated deck or other subsurface or latent conditions that are not disclosed in writing to Contractor. The raising, disconnection or reconnection of any mechanical equipment on the roof that may be necessary or Contractor to perform the roofing work shall be performed by others or treated as extra work.

INTERIOR PROTECTION: Owner agrees to remove and protect property directly below the roof in order to minimize potential interior damage. Contractor is not responsible for disturbance, damage, clean-up or loss to interior property. Owner shall notify tenants of re-roofing and the need to provide protection underneath areas being re-roofed. Owner agrees to hold Contractor harmless and indemnify from claims of tenants who were not so notified and did not provide protection.

ASBESTOS, MOLD, AND TOXIC MATERIALS: Contractor is not responsible for indoor air quality including growth of mold. Owner shall hold harmless and indemnify Contractor from claims, including claims of tenants and occupants, 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. Classic Roofing will not be responsible for expenses, claims or damages arising out of the presence, disturbance or removal of asbestos-containing or toxic materials.

FUMES AND EMISSIONS: Owner and contractor acknowledge that if the scope of work includes asphalt, it will be heated by the Contractor. 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. Owner shall be responsible for interior air quality, including controlling mechanical equipment, HVAC Units, intake vents, wall vents, windows, doors and other opening to prevent fumes and odors from entering the building. Owner is aware that roofing products emit fumes, vapors and odor during application process. Owner shall hold Contractor harmless and indemnify from claims relating to fumes and odors that are emitted during the normal roofing process.

PONDING WATER: Contractor is not responsible for ponding water that may occur, adding drains or for correcting existing roof surfaces to eliminate ponding or collection of water unless specifically included in the Specifications and/or Scope of Work of this proposal. All roofs must have positive drainage.

Terms and conditions are continued on page 3....

TERMS AND CONDITIONS

“Exhibit A” continued

ENTIRE AGREEMENT/MODIFICATION: This Proposal/Contract represents the entire agreement between Owner and Contractor with respect to the subject matter of this agreement and supersedes all prior negotiations, either written or oral. This Proposal/Contract may be amended only in writing signed by both the Owner and Contractor.

CHANGES IN WORK AND EXTRA WORK: Owner may request changes in the Work pursuant to a written Change Order sign by both Owner and Contractor. Any penetrations through the roofing to be installed by Contractor not shown on the plans prior to submittal of this proposal will be considered an order for extra work. Contractor is not responsible for damage done to Contractors work by others. Any repairing of the same work completed by Contractor will be charged at regular rates to the Acceptor of this Proposal. The expense of extra trips by Contractor to the job as a result of the job not being ready for roof application after Contractor has been notified to proceed will be charged as extra work. Contractor shall, in the event of any occurrence likely to cause a delay, cooperate in good faith with the Owner to minimize and mitigate the impact of any such occurrence and do all things reasonable under the circumstance to achieve this goal.

DELAYS: Contractor is not responsible for loss, damage, or delay caused by circumstances beyond its reasonable control, including but not limited to acts of God, weather, accidents, fire, vandalism, strikes, jurisdictional disputes, failure or delay of transportation, shortage or inability to obtain materials, equipment or labor, changes in the work and delays caused by others.

WORKING HOURS: This proposal is priced based upon the performance of all work during Contractor's regular hours, excluding national

holiday's and weekends. Overtime is not included in this proposal, if overtime is necessary per the Owner's request, the owner is responsible for the extra cost via a change order reward to Classic Roofing at agreed upon rates and hours.

TAX: No sales tax included (unless specifically stated in scope of work listed in this Proposal). In order to be exempt from tax on this Proposal, the Acceptor must provide Classic Roofing with a completed project specific AZ 5005 form signed.

VENUE AND CHOICE OF LAW: This agreement shall be governed by and construed in accordance with the laws of the State of Arizona without regard to conflict of laws principles. The venue for the resolution of any dispute under this Proposal and Contractor shall be Maricopa County, Arizona. Waiver of breach or default shall not constitute waiver of any subsequent breach of default.

ARBITRATION: If a dispute shall arise between Contractor and Owner 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 in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. 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. In the event of arbitration, the losing party shall be liable for the reasonable attorney's fees and costs incurred by the successful party.