

FACILITIES REQUISITION FORM

VENDOR Front Range Roofing Systems, LLC DATE 4-17-2020

REQ BY: Matthew Schaefer Work Order # PR-600334 Billable? Y/N N

CHARGE# 10051022.533110 TOTAL COST: \$187,955.00 - BUYER: Jake Rector, Senior Buyer

<u>QTY DESCRIPTION</u>	<u>COST</u>
<u>1 212 West Mountain Avenue Roof Replacement: Base Price</u>	<u>\$164,095.00</u>
<u>1 22 West Mountain Avenue Roof Replacement: Alternate #1A</u>	<u>\$23,860.00</u>

ADDITIONAL INFO

COMPUTER INPUT INFORMATION:

VENDOR# _____ REQUISITION # _____ DATE ENTERED: _____



February 24, 2020

Attention: Matt Schaefer, City of Fort Collins

Reference: **212 Mountain Ave. Fort Collins CO**

I would like to thank you for contacting Front Range Roofing for an estimate on the referenced project.

PRICING PER site visit:

- Tear off existing roof and flashings to wood decking by others due to asbestos.
 - Surface to be completely clean of debris for roofing operation.
 - Weather protection of interior handled by others until asbestos protection is removed and available for dry-in the same day.
 - Damaged wall repair due to existing construction not included.
 - Assumed it's a suitable substrate to adhere to.
- Temporary Roofing
 - Apply Carlisle CavGrip primer over wood decking and interior wall surface with residual asphalt.
 - Fully adhere Carlisle VapAir Seal 725TR over wood decking for temporary roofing.
 - Work to be done in ¼ of roof areas.
- Mechanical Work – After temporary roof and asbestos abatement.
 - Disconnect power, gas, and electrical connections to existing units.
 - Remove units from roof. Units will be phased from south to north for service to be restored to the building.
 - Multiple crane setups required.
 - After final roofing completion, units to be placed on new curbs raised to accommodate for roof height.
 - Extend ductwork where required.
 - Old Lennox unit on Northwest corner to be removed and curb to be capped.
 - Connect power, gas, control wiring to existing roof top units and verify operation.
 - Gas lines raised and supports included. Painting gas pipes included.
 - Temporary tie-in of temp roof material to new curb until new roof can be installed.
- Final Roofing
 - Mechanically attach 2 layers of 2.6" Carlisle HPH polyiso over decking.
 - Fully adhere 5/8" Densdeck Prime over insulation Carlisle Flexible Fast foam adhesive.
 - Tapered insulation at edge to eliminate ponding water due to deck deflection.
 - Fully adhere Carlisle 60mil TAN TPO membrane.
 - 20yr / 110mph Carlisle warranty included.
 - 2yr Front Range Roofing Systems Contractor Warranty.
 - Prefinished shop fabricated ES1 24 gauge parapet cap with hook strip.
 - Prefinished shop fabricated 24 gauge edge metal with hook strip at lower bump outs.
 - Prefinished shop fabricated 24 gauge gutter & downspouts.
 - Galvanized 24 gauge shop fabricated slip flashing.
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Base bid: \$164,095.00

- Alternate #1A:
 - Asbestos contractor to remove asbestos layers of roofing & obtain clearance.
 - Temporary water proofing to remain in place while FRRS removes remaining roof material for acceptable substrate for roofing install.
 - FRRS to install temporary roof system.
 - Crew to demobilize & remobilize between asbestos removal set up.
 - Work progression moving from the top of the roof to the gutter edge in ¼ sections of roof.

Add to base bid: \$23,860.00

Total Base Bid & Add Alt 1: \$187,955.00

- Excludes: Custom Colors, Venting, Equipment Curbs, Equipment Supports, Door and Window flashings, Through wall and other integrated Masonry flashings, Masonry Saw Cutting, Cutting of metal panels system for flashing heights, louvers, Steel Grates, Splash Blocks, EFIS Flashings, Gas Line Stands or Slip-sheets, Soffit Panels and related flashings, Any Sheet Metal not specifically related to Roofing warranty.

Your review and consideration of the above contract proposal is appreciated. If you have further questions or we can provide additional service or information, please do not hesitate to call. This offer will remain open for your acceptance for 30 days from the date of this letter and is subject to all exclusions and attached Terms and Conditions.

Sincerely,



Greg Farris - FRONT RANGE ROOFING SYSTEMS, LLC

TERMS AND CONDITIONS

1. **Nature of Work.** Front Range Roofing Systems, Inc. ("FRR") shall furnish the labor and material to perform the work described herein or in the referenced contract documents. FRR does not provide design, 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, including 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 FRR, Customer warrants that they are sufficient and conform to all applicable laws and building codes. FRR is not responsible for any loss, damage or expense due to defects in plans or specifications or building code violations unless such damage results from a deviation by FRR from what is specified. FRR is not responsible for condensation, moisture migration from the building interior or other building components, location or size of roof drains, adequacy of drainage, ponding on the roof, structural conditions or the properties of the roof deck or substrate on which FRR's roofing work is installed.

2. **Deck.** Customer warrants that structures on which FRR is to work are in sound condition and capable of withstanding roofing construction, equipment and operations. FRR's commencement of roof installation indicates only that FRR has visually inspected the surface of the roof deck for visible defects. FRR is not responsible for the structural sufficiency, quality of construction (including compliance with FMG criteria), undulations, fastening or moisture content of the roof deck or other trades' work or design. FRR is not responsible to test or assess moisture content of the deck or substrate.

3. **Asbestos and Toxic Materials.** This proposal is based on FRR's not coming into contact with asbestos-containing or toxic materials ("ACM"). FRR is not responsible for expenses, claims or damages arising out of the presence, disturbance or removal of ACM. FRR shall be compensated for additional expenses resulting from the presence of ACM. Customer agrees to indemnify FRR from and against any liability, damages, losses, claims, demands or citations arising out of the presence of ACM.

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

6. **Insurance.** FRR shall carry worker's compensation, automobile and commercial general liability insurance. FRR will furnish a Certificate of Insurance upon request. Customer shall purchase and maintain builder's risk and property insurance, including labor and materials furnished by FRR, covering fire, extended coverage, malicious mischief, vandalism and theft on the premises to protect against loss or damage to material and partially completed work until the job is completed and accepted. Moneys owed to FRR shall not be withheld by reason of any damage or claim against FRR covered by liability, property or builder's risk insurance.

7. **Additional Insured.** If Customer requires and FRR agrees to make Customer or others additional insureds on FRR's liability insurance policy, Customer and FRR agree that the naming of Customer or others 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 FRR and is not intended to make FRR'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. FRR 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 FRR harmless from claims of tenants who were not so notified and did not provide protection.

9. **Deck Repairs and Unforeseen Conditions.** Any work required to replace rotten or missing wood or deteriorated decking shall be done on a labor and material or unit price basis as an extra unless specifically included in the scope of work. Unforeseen conditions that may affect the work will be reported to Owner and authorization requested prior to permanent repairs being performed.

10. **Damages and Delays.** FRR will not be responsible for damage done to FRR's work by others, including damage to temporary tie-ins. Any repairing of the same by FRR will be charged as an extra. FRR shall not be liable for liquidated or delay damages due to a delay in completion of the Project unless the delay was caused by FRR. FRR 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, snow, 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, FRR's time for performance under this proposal shall be extended for a time sufficient to permit completion of the Work.

11. **Roof Projections.** FRR will flash roof projections that are in place prior to installation of roofing or shown on the architectural plans provided to FRR. Penetrations not shown on the plans provided to FRR prior to submittal of this proposal or required after installation of roofing shall be considered an order for extra work, and FRR shall be compensated at its customary time and material rates for additional expense resulting from additional penetrations.

12. **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.

13. **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. FRR is not responsible for design, including calculation or verification of wind-load design. To the extent minimum wind loads or uplift pressures are required, FRR's bid is based solely on manufacturer's printed test results. FRR itself makes no representation regarding wind uplift capacity and assumes no liability for wind uplift.

14. **Fumes and Emissions.** Customer acknowledges that odors and emissions from roofing products will be released as part of the roofing operations to be performed by FRR. 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 FRR harmless from claims from third parties relating to fumes and odors that are emitted during the normal roofing process.

15. **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 FRR. 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 FRR, upon submittal of written documentation and advance notice.

16. **Backcharges.** No backcharges or claims for payment of services rendered or materials and equipment furnished by Customer to FRR shall be valid unless previously authorized in writing by FRR and unless written notice is given to FRR within five (5) days of the event, act or omission which is the basis of the backcharge.

17. **Roof Top Safety.** Owner warrants there will be no live power lines on or near the roof servicing the building where FRR will be working and that Owner will turn off any such power supplies to avoid an electrocution risk to FRR employees. Owner will indemnify FRR from personal injury and other claims and expenses if Owner fails to turn-off power so as to avoid injury to FRR personnel or resulting from the presence of concealed electrical conduit and live electrical power. FRR 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. 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 FRR and its personnel harmless from any personal injury claims resulting from a failure by Owner to do so. FRR 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 FRR 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.

18. **Conduit and Materials Attached to Deck.** FRR's price is based upon there not being electrical conduit, cables, wires or other materials embedded within the roof assembly or attached directly to the underside or top side of the roof deck upon which FRR will be installing the new roof. FRR is not responsible for conduit, wires, cables, pipes, fireproofing or any objects attached to the underside of the roof decking which could be damaged during installation of the new roof system or repairs.

19. **Availability of Site.** FRR shall be provided with direct access to the work site for the passage of trucks and materials and direct access to the roof. FRR shall not be required to begin work until underlying areas are ready and acceptable to receive FRR'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 FRR to and from the job as a result of the job not being ready for the Work after FRR has been notified to proceed will be charged as an extra.

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

21. **Existing Conditions.** FRR is not responsible for leakage through the existing roof or other portions of the building that have not yet been reroofed by FRR.

22. **Mold.** FRR 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 FRR if Owner believes there are roof leaks, to correct the condition. Upon receiving notice, FRR will make roof repairs. Owner is responsible for monitoring any leak areas and for indoor air quality. FRR is not responsible for mold or indoor air quality. Owner shall hold harmless and indemnify FRR 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 FRR from claims brought by tenants and third parties arising from mold growth.

23. **Material References.** FRR 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.

24. **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 FRR. The type of metal roofing panels specified can affect the degree of oil-canning. FRR is not responsible for oil-canning or aesthetics. Oil-canning shall not be grounds to withhold payment or reject panels of the type specified.

25. **Dispute Resolution.** If a dispute shall arise between FRR and Customer with respect to any matters or questions arising out of or relating to this Agreement or the breach thereof, FRR 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 FRR alleging any breach of this contract or negligence by FRR must be initiated no later than two (2) years after FRR performed the roofing installation covered by this contract. Collection matters may be processed through litigation or arbitration at the discretion of FRR.

ACCEPTANCE OF PROPOSAL

The prices, scope of work on page 1 and terms and conditions on page 2 are satisfactory and are hereby agreed to and accepted by the undersigned Customer.

Name of Customer: _____

By: _____
Authorized Signature

Date: _____