



"SAFE, SOLID AND SECURE SINCE 1902"

2 STADIUM DRIVE • CLARKSBURG, WEST VIRGINIA 26301 • (304)624-6565
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Date: Friday, September 08, 2023

Sutter Roofing & Metal Company, Inc. (hereinafter referred to as "Contractor" or "Sutter") issues this roofing proposal ("Proposal") to perform, furnish, and provide the labor, materials, supervision, equipment, and any applicable warranties (herein together referred to as the "Work") described as follows:

TODD NONAMAHER

**WOOD COUNTY HEALTH DEPT.
211 6TH STREET
PARKERSBURG WV**

A: SCOPE OF WORK: EPDM ROOF

1. Properly set up jobsite for safety provisions on ground and roof.
2. Install ½ HD poly iso over existing roof fastened every two sq ft to wood.
3. Adhere .060 EPDM to the prepared substrate.
4. Install flashing in accordance to manufacturers specifications
5. Fabricate and install 24 ga drip edge/coping.
6. Provide manufacturers 20-year warranty

NOTES / INCLUSIONS / EXCLUSIONS:

Gutters and down spouts

- Quote expires 30 days after date of proposal.
- Sutter Roofing standard work week is four (4), ten (10) hour days. Please utilize this information for schedule creation.
- **PLEASE NOTE PRICE ESCALATION CLAUSE #2 IN TERMS AND CONDITIONS BELOW**

INCLUSIONS:

- Includes all applicable taxes.
- Includes 1 mobilizations. Additional mobilizations shall be charged at \$2500.00 per occurrence.
- All hoisting of materials and equipment to roof for our scope of work, unless this is high rise work and by GC
- Complete submittals and relevant shop drawings
- VISUAL inspection of the deck as suitable to attach roofing materials.

EXCLUDES:

- Any items not specifically listed in our scope above. Specifically wood blocking or plywood, roof curbs, lightning protection and components, vertical or cavity insulation, non-roof related sheet metal fabrication and installation including soffits, sill flashing, specialty break metals and/or prefabricated curbs.
- Roofing Permit – Sutter to be listed subcontractor on GC Master Permit
- Bid or P & P Bonds unless included in above scope and pricing.
- Site specific engineering or stamped drawings
- Protection of “in-progress” or “completed” roof assemblies.
- Final cleaning of finished roof surface.
- Premium or Overtime work unless specifically included above.
- Interior protection or cleaning (unless caused by Sutter)
- Composite clean up crew or worker(s). Sutter Roofing will keep our area on the roof clean daily and does not contribute to interior trash or debris.
- Sutter Roofing WILL NOT complete inspection of structural decking assembly for adequate attachment to substructure, structural load capabilities, relative humidity, moisture content, bracing around roof openings, etc.

B. Contractor Price

Eighty eight Thousand and four hundred Dollars\$88,400.00

Payment Options: All payments shall be satisfied by check or other secured note. Should Customer/Owner elect to remit payment via credit card or debit card, a 3% charge shall be applied for the associated service charges, fees, and other costs handed down by the credit/bank card provider.

TERMS AND CONDITIONS:

1. **The Agreement.** Please note Sutter does not agree to execute standard general contractor subcontracts without prior review and written approval. Any binding contract between Sutter and the Owner/Customer shall be based upon [1] an executed Sutter Roofing & Metal Company Proposal, an executed Standard American Institute of Architect’s contract or subcontract document, which may include AIA A-201 General Conditions (AIA contracts shall not be modified other than insertion of scope of work and contract sum) and [3] an executed general contractor subcontract. Sutter Roofing requests this proposal be included as an Exhibit in contract.
2. **Pricing Escalation Clause.** Due to the continued supply chain issues, specifically roofing products and accessories, the parties to this agreement acknowledge the construction industry is currently experiencing price and availability volatility with regard to the materials to be used on this project. Because of market fluctuations, the prices of these materials are subject to sudden and significant changes, and manufacturers are unable to declare final pricing prior to shipment. Suppliers will only provide a material price quotation valid at the time of the request. **The customer (Sutter Roofing) is responsible to pay for the material at the price at time of shipment, regardless of quoted price.** Therefore, if there is an increase in the actual cost of the products charged to the Contractor in excess of the quoted price at the time of acceptance of this Proposal, the price set forth in this Proposal shall be increased by a Change Order request in compliance with the terms of the contract documents. Sutter shall submit written documentation of the original quote and increased charges to the Owner/Customer upon request as back up.
3. **Substitution of Materials / Material delays–** Due to the current material shortages nationwide, the products required for this project may become delayed or unavailable. In the event that any specified material becomes unavailable either temporarily or permanently, provided that such unavailability is a result of factors beyond Sutter’s control, Sutter shall be granted an extended project start date and / or duration equivalent to the delay. If the material is permanently unavailable, Sutter, with approval from Owner or GC, shall propose an available substitute of similar quality. If there are cost implications, then Sutter will provide back-up and request a Change Order for the substitute material increase / decrease

4. **Nature of Work.** Sutter shall furnish the labor and material necessary to complete the work described herein. Sutter does not provide engineering, design consulting, or architectural services. It is the Owner/Customer'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 Sutter, Owner/Customer warrants those plans are sufficient and conform to all applicable laws and codes. Sutter is not responsible for any loss, damage, and/or expense due to defects in the plans or specifications or any building code violation resulting from inadequate design. Sutter is not responsible for the location of roof drains, adequacy of drainage, ponding, energy regulations, or structural conditions.
5. **Deck Conditions.** Owner/Customer warrants the roof deck and structure on which Sutter is to perform its roofing services are in sound condition and capable of withstanding normal roofing activities. Additionally, Owner/Customer warrants the deck and structure of the building are in suitable condition to receive the roofing materials contemplated by this Proposal. Sutter is not responsible for the construction, undulations, or structural sufficiency of the roof deck, nor is Sutter responsible for work or design performed by other trades. Sutter shall not be liable for the existing roof deck's compliance with Factory Mutual Global Approval Testing ("FMG") criteria. If deck conditions are unsatisfactory, additional charges will apply to correct deficiencies.
6. **Asbestos and Toxic Materials.** This Proposal, and the price quoted herein, is based upon the Owner/Customer's assurance that the existing roofing system, insulation, and work area is free from asbestos-containing or toxic materials. Sutter is not responsible for expenses, claims, or damages arising out of the presence, disturbance, and/or removal of asbestos-containing or toxic materials. Sutter shall be entitled to prompt and reasonable compensation for additional expenses incurred due to the presence of asbestos-containing or toxic materials at the work site. Owner/Customer agrees to indemnify Sutter against liability, damages, losses, claims, demands, or citations arising out of the presence of asbestos or toxic materials at the work site.
7. **Payment.** Owner/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, Owner/Customer shall make monthly progress payments to Sutter on 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. Retainage, if any, will be reduced to 5% after 50% completion of Work. All sums not timely paid shall earn interest at the rate of 1% per month. In the event of a payment dispute regarding the Customer/Owner's failure to remit timely and complete payment, Sutter shall be entitled to recover from the Owner/Customer all reasonable attorney's fees and costs associated with Sutter's efforts to collect the outstanding balance. Sutter's entitlement to prompt and complete payment is independent of any criteria promulgated by FMG, including, but not limited to, wind uplift testing.
8. **Right to Stop Work.** A failure by the Owner/Customer to make proper payments to Sutter shall constitute a material breach of contract and entitle Sutter, at its discretion, to stop work, including the furnishing of any applicable warranty, until full payment is made by the Owner/Customer. The time in which Sutter 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 to Sutter shall be increased by the amount of Sutter's reasonable costs of shut-down, delay, and start-up.
9. **Insurance.** Sutter shall maintain comprehensive general and automobile liability insurance coverage and workers' compensation insurance coverage with properly licensed insurance companies with coverage amounts, in Contractor's reasonable estimation, adequate to cover the risk exposure of the project contemplated by this Proposal. Sutter will furnish a Certificate of Insurance upon request. Owner/Customer shall purchase and maintain builder's risk and/or property insurance 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 complete.
10. **Additional Insured.** If Owner/Customer requires Sutter to name others as an additional insured on Sutter's liability insurance policy, and Sutter agrees to same in writing, Owner/Customer and Sutter agree that the naming of Owner/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 Sutter, and is not intended to make Sutter liable for claims resulting from the acts, errors, or omissions of the additional insured party or other parties beyond Contractor's control.
11. **Interior Protection.** Owner/Customer acknowledges re-roofing of an existing building may cause disturbance, dust, fumes, odors, noise, and/or debris to enter the structure. Owner/Customer agrees to remove or protect property directly beneath the roof in order to minimize potential interior damage. Sutter shall not be responsible for disturbance, damage, clean up, or loss to the interior of the property when the Owner/Customer failed to remove or protect the interior prior to commencement of roofing operations. Owner/Customer shall notify any tenants within the building of the pending re-roofing operations and the Owner/Customer shall inform the tenants of their requirement to protect the areas beneath the re-roofing operation. Owner/Customer agrees to hold Sutter harmless from any claims from tenants due to the Owner/Customer's failure to properly notify tenants of the need to protect interior areas during the re-roofing services.
12. **Damages and Delays.** Sutter is not responsible for damage to Contractor's Work committed by other parties. Any repairs necessitated due to damage committed by others shall be repaired at an additional charge. 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, state, federal, or municipal regulatory prohibitions, strikes, jurisdictional disputes, failure or delay of transportation, and/or any shortage of or inability to obtain materials, equipment, or labor. In the event of these occurrences, Sutter's time for performance shall be extended.
13. **Roof Projections.** Sutter will flash all roof projections shown on the architectural/design plans provided to Sutter prior to the start of construction. Any penetrations through the roofing membrane which are not shown on the plans provided to Sutter and not contemplated by this Proposal, shall be considered an order for extra work, and Sutter shall be compensated at its customary time and material rates for performing such additional work.

14. **Safety/Site Access.** Sutter shall properly set up their work area per OSHA standards. Periodic safety inspections shall be performed by Sutter certified and dedicated safety personnel. Sutter is not responsible for the safety of persons on the roof other than its own employees. Sutter shall not be liable for losses, including any attorney's fees, from any claims for personal injury by persons or entities whom Owner/Customer authorized to be on the roof.
15. **Site Conditions.** Sutter shall be provided with direct access to the work site for the passage of trucks and materials, and Sutter shall be provided with direct access to the roof. Owner/Customer will assure all material can be delivered via truck to a point 25 feet or less from the roof, and Contractor's boom truck shall have complete access to the area to allow for the material to be lifted onto the roof deck. Contractor shall be provided access to water, power, site security, and the work area. Sutter shall not begin work until underlying areas are ready and sufficient to receive the roofing materials contemplated by this Proposal. Should Sutter be retained to perform re-roofing services, and should the Owner/Customer fail to ensure the roof deck and structure are fit to receive the re-roofing operations, additional charges will apply due to mobilization and travel costs. Sutter shall not be responsible for additional costs required due to the existence of wet insulation, deteriorated/compromised decking, or other subsurface or latent conditions which are concealed beneath the surface of the existing roofing system. The raising, disconnection, re-connection, or relocation of any mechanical equipment on the roof that may be necessary for Sutter to perform its roofing work shall be performed by others, or treated as an extra, unless such work is specifically outlined in this Proposal.
16. **Electrical Safety.** Owner/Customer warrants there will be no live power lines on or near the roof where Sutter will be working, and Owner/Customer agrees to terminate any such power supply to avoid electrocution risk to Sutter's employees. Sutter's Proposal price is based upon the assurance that the work area is free from overhead electrical hazards and the roof is free from concealed electrical conduits or other subsurface materials which may be embedded within the roof assembly or attached directly to the underside or top side of the roof deck. Owner/Customer shall indemnify Sutter from personal injury and other claims and expenses if Owner/Customer fails to terminate power supply in overhead lines or if the Owner/Customer fails to notify Sutter of concealed electrical conduit and/or subsurface live electrical power. Sutter 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.
17. **Warranty.** Contractor's work shall be warranted by Sutter in accordance with its standard warranty, which is made a part of this Proposal and is incorporated by reference. A copy of Sutter's standard warranty is attached or, if not, shall be furnished upon request and in exchange for final payment. Any express warranty provided by Sutter is the sole and exclusive remedy for any alleged construction defect, in lieu of all other remedies, implied or statutory. Unless otherwise provided: **THERE ARE NO EXPRESS OR IMPLIED WARRANTIES WHATSOEVER INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** All warranties or guarantees provided by Sutter shall be deemed null and void if Owner/Customer fails to adhere to the payment terms contained in this Proposal. All warranties and guarantees if any, provided under this Proposal are solely for the original Owner/Customer and are nontransferable, unless otherwise agreed to by Sutter and Owner/Customer in writing. Sutter SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. A manufacturer's warranty shall be furnished to Owner/Customer, if a manufacturer's warranty is called for on the face of this Proposal, and once final payment is received.
18. **Existing Conditions.** Sutter is not responsible for pre-existing damage, pre-existing leaks, or damage caused by other parties or trades on the structure. Sutter is not responsible for satellite dish recalibration unless specifically stated in the scope of work within this Proposal.
19. **Mold.** Sutter and Owner/Customer are committed to acting promptly to remedy any active roof leaks in order to avoid sources of mold growth. During re-roofing services, Owner/Customer will make periodic inspections within the structure for signs of water intrusion, and promptly notify Sutter of roof leaks. Upon receiving notice, Sutter will make roof repairs. The Owner/Customer is responsible for monitoring any leak areas and for inspecting indoor air quality. Sutter is not responsible for indoor air quality. Owner/Customer shall hold harmless and indemnify Sutter from all claims due to indoor air quality, and any failure by Owner/Customer to maintain the building in a manner necessary to avoid mold growth. Owner/Customer agrees to indemnify Sutter from any claims brought by tenants and/or third parties arising from mold growth.
20. **Wind Loads or Uplift Pressures.** Design professionals are required to design the work in accordance with applicable codes and regulations, and design professionals shall specify or show the work to be performed. Sutter is not responsible for design, including calculation or verification of wind-load design. To the extent minimum wind loads or uplift pressures are required, Sutter's Proposal is based solely on manufacturer's printed test results. Sutter makes no representation regarding wind uplift capacity and assumes no liability for wind uplift.
21. **Material References.** All materials and work shall be furnished in accordance with normal industry tolerances for color, variation, thickness, size, weight, amount, finish, texture, and performance standards. Specified quantities, as outlined in this Proposal, are intended to represent an average over the entire roof area. Sutter is not responsible for the actual verification of technical specifications of product manufacturers. By way of example, Sutter makes no assurances as to the R-value, ASTM conformance, or UL compliance, as such specifications are within the sole control and discretion of the product manufacturer.
22. **Backcharges.** Owner/Customer shall have no entitlement to backcharges or claims for payment for remedial services due to any alleged defect or deficiency committed by Sutter unless and until such claims are authorized in writing by Sutter, and only upon five (5) days written notice to the Contractor.
23. **Fumes and Emissions.** Owner/Customer acknowledges fumes and vapors from roofing products will be released as part of the roofing operations to be performed by Sutter. Owner/Customer shall be responsible for interior air quality, including controlling mechanical equipment, HVAC units, intake vents, wall vents, windows, doors and other openings, and vapors which enter the building. Owner/Customer is aware roofing products emit fumes, vapors, and odors during the application process. Some individuals are more

sensitive to these emissions than others. Sutter shall not be liable for any claims from third parties or tenants relating to fumes and odors which are emitted during the normal roofing process.

- 24. **Oil-canning.** Metal roofing (specifically lengthy flat-span sheet-metal panels) often exhibit waviness, commonly referred to as "oil-canning." The degree of oil-canning and the appearance of the panels will vary depending on a number of factors, including, but not limited to, the length, color, alloy, gauge, galvanizing process, substrate condition, and exposure of the panels to sunlight. Oil-canning pertains to aesthetics and not the performance of the panels, and oil-canning is beyond the control of the Contractor. The type of metal roofing panels selected by the Owner/Customer can affect the degree of oil-canning. Sutter 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. **Working Hours.** This Proposal is based upon the performance of all work during regular working hours. Extra charges will apply should the Owner/Customer require Sutter to engage in overtime work or work beyond regular working hours.
- 26. **Dispute Resolution.** If a dispute should arise between Sutter and the Owner/Customer with respect to any matters or questions arising out of, or relating to, this Proposal or any the breach thereof, Sutter and the Owner/Customer will seek to mediate the dispute. If mediation is not successful, Sutter, in its sole discretion, may elect to arbitrate or litigate the dispute; and that election may take place at any time, including after the circumstances or facts giving rise to the dispute or claim come into being. Unless otherwise agreed to by the parties, the rules governing arbitration invoked by Sutter shall be the Construction Industry Dispute Resolution Procedures of the American Arbitration Association (AAA). The Owner/Customer hereby waives the right to elect the method of dispute resolution and agrees that this waiver is supported by sufficient and appropriate consideration. The prevailing party in any litigation or arbitration associated with this Proposal shall be entitled to its reasonable attorney's fees and costs. ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF WEST VIRGINIA STATUTES.
- 27. **Venue.** This Proposal, and any dispute arising from this Proposal, which is decided beyond arbitration, shall be governed by the laws of the State of West Virginia, and the venue of any action brought to enforce the provisions of this Proposal, or otherwise arising out of or relating to the Proposal. shall be Harrison County, West Virginia.
- 28. **WAIVER OF JURY TRIAL. EACH PARTY AGREES THAT AS A MATERIAL PART OF THE CONSIDERATION HEREUNDER AND AS AN INDUCEMENT TO ENTER INTO THIS PROPOSAL, EACH PARTY HEREBY WAIVES THE RIGHT TO A JURY TRIAL.**

This Proposal may be revised or withdrawn by Sutter for any reason until written acceptance is received from the Owner/Customer. Moreover, this Proposal may be revised in accordance with Article 2 after written acceptance. This Proposal expires thirty (30) days following the date of issuance if not earlier accepted, revised, or withdrawn.

The undersigned have read and understand and agree to each of the provisions of this Proposal and agree to be bound by the terms contained herein.

SUTTER ROOFING & METAL COMPANY, INC.

OWNER/CUSTOMER

Sign: TERRY WRIGHT

Sign: _____

Print: TERRY WRIGHT

Print: _____

Title: ESTIMATOR

Title: _____

Date: _____

Date: _____