



Nations Roof North, LLC
 901 Sentry Dr.
 Waukesha, WI 53186

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Budget

		Proposal #: 21-S169
PROPOSAL SUBMITTED TO:	Date: August 26 th , 2021	DESCRIPTION OF JOB:
City of Waukesha		Job Name: Prairie Home Cemetery
		Job Address: 605 S. Prairie Ave.
		Job City: Waukesha, WI 53186
Attention: Katie Jelacic	Phone: (262) 349-6511	Contact: KJELACIC@waukesha-wi.gov
<p>Nations Roof is pleased to submit the following proposal for roofing work for the above referenced site. Our proposal is to supply all necessary labor & material for the scope of work and exclusions described below.</p> <p>SCOPE OF WORK: (900 sf EPDM Roofing)</p> <ul style="list-style-type: none"> • Schedule a pre job meeting to discuss scheduling and job logistics. • Load roofing materials and set up all required safety to meet the latest published OSHA guidelines • 1-year Nations Roof Warranty <p>Base Bid Price: \$34,150.00 (Thirty-Four Thousand One Hundred Fifty Dollars)</p>		

<p><u>Exclusions/Clarifications</u></p> <ul style="list-style-type: none"> • Remove existing gutters, downspouts, edge metal and roofing down to deck and dispose of. • Install one (1) layer ½” HD ISO mechanically attached to wood deck. • Install one (1) layer 60mil EPDM Fully Adhered per manufacturer’s instructions. • Furnish and Install 24ga. prefinished metal edge, counterflashing, gutter, and downspouts in a standard Pac-Clad color. • Does not include custom colors. • Does not include any temporary work. • Does not include replace or replacement of decking. • Does not include permits. • Does not include any work not stated above. • Does not include interior protection. • Does not include certified drainage. • Please see attached terms and conditions.
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Steven Slabik

Authorized
Signature _____
Steven Slabik

**Note: This Proposal may be with-
drawn by us if not accepted within 30 days.**

Acceptance of Proposal

The above price, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outline herein.

Owner
Signature _____

Date Accepted: _____

Print Name _____

TERMS AND CONDITIONS

1. Nature of Work. Nations Roof, LLC ("Nations") shall furnish the labor and material necessary to perform the work described herein or in the referenced contract documents. Nations does not provide design, engineering, consulting or architectural services. It is the Customer'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 and proper drainage design. If plans, specifications or other design documents have been furnished to Nations, Customer warrants that they are sufficient and conform to all applicable laws and building codes or plumbing codes. Nations 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 Nations from what is specified. Nations 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 Nations' work is installed.

2. Deck. Customer warrants that structures on which Nations is to work are in sound condition and capable of withstanding roofing construction, equipment and operations. Nations' prosecution of the roof work indicates only that Nations has visually inspected the surface of the roof deck for visible defects, and that the surface appears satisfactory to Nations to attach roofing materials. Nations is not responsible for structural sufficiency, undulations or quality of construction (including compliance with Factory Mutual Global criteria) of the roof deck or other trades' work or design and their effect on the roof.

3. Concrete Decks. In the event that roofing is to be installed over a concrete or other wet deck or substrate, the determination as to when the concrete or wet substrate is sufficiently cured and dried so that roofing materials can be installed without potential future adverse effect shall be made by the Customer in consultation with the concrete contractor, concrete manufacturer, design professional and/or general contractor. Nations is not responsible to test or assess moisture content of the deck or substrate.

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

5. 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 Nations 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 or the highest rate allowable by law, whichever is less. Nations shall be entitled to recover from Customer all costs of collection incurred by Nations, including attorney's fees, resulting from Customer's failure to make proper payment when due. Nations' entitlement to payment is not dependent upon criteria promulgated by Factory Mutual Global, including wind uplift testing.

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

7. Insurance. Nations shall carry worker's compensation, automobile and commercial general liability insurance. Nations 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 Nations, 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 Nations shall not be withheld by reason of any damage or claim against Nations covered by liability or property damage insurance maintained by Nations or claims covered under builder's risk insurance.

8. Additional Insured. If Customer requires and Nations agrees to name Customer or others as additional insureds on Nations' liability insurance policy, Customer and Nations 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 Nations and is not intended to make the Nations' insurer liable for claims that are due to the fault of the additional insured.

9. Interior Protection. Customer acknowledges that re-roofing of an existing building may cause disturbance, falling of materials attached to the underside of the deck, or cause 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. Nations 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. Customer shall notify occupants of re-roofing and the need to provide protection underneath areas being re-roofed. Customer agrees to hold Nations harmless from claims of occupants who were not so notified and did not provide protection.

10. Deck Repairs. 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.

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

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

13. 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. "Fully adhered" roof systems are not 100% adhered.

14. 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. Nations is not responsible for design, including calculation or verification of wind-load design. To the extent minimum wind loads or uplift pressures

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are required, Nations' bid is based solely on manufacturer's printed test results. Nations itself makes no representation regarding wind uplift capacity and assumes no liability for wind uplift.

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

16. 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 Nations. 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 Nations, upon submittal of written documentation and advance notice.

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

18. Safety. Customer warrants there will be no live power lines on or near the roof servicing the building where Nations will be working and that Customer will turn off any such power supplies to avoid an electrocution risk to Nations' employees. Nations' price is based upon there not being electrical conduit or other materials embedded within the roof assembly or attached directly to the underside or top side of the roof deck upon which Nations will be installing the new roof. Customer will indemnify Nations from personal injury and other claims and expenses if Customer fails to turn off power so as to avoid injury to Nations' personnel or resulting from the presence of concealed electrical conduit and live electrical power. Nations 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. Customer 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 Nations and its personnel harmless from any personal injury claims resulting from a failure by Customer to do so. Nations is not responsible for the safety of persons on the roof other than its own employees. Customer agrees to indemnify and hold Nations harmless, including attorney's fees, from claims for personal injury by persons or entities whom Customer, or Customer's construction managers, contractors, employees, representatives, agents or other personnel, have allowed or authorized to be on the roof.

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

20. Warranty. Nations' work will be warranted by Nations in accordance with its standard warranty, which is made a part of this proposal and contract and incorporated by reference. A copy of Nations' standard warranty is attached or, if not, will be furnished upon request. NATIONS SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED. The acceptance of this proposal by the Customer signifies his agreement that this warranty shall be and is the exclusive remedy against Nations.

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. Nations is not responsible for leakage through the existing roof or other portions of the building that have not yet been reroofed by Nations.

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

23. Material References. Nations is not responsible for the actual verification of

technical specifications of product manufacturers; i.e., R-value, ASTM, UL or FMG 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 Nations. The type of metal roofing panels specified can affect the degree of oil-canning. Nations 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 Nations and Customer with respect to any matters or questions arising out of or relating to this Agreement or the breach thereof, Nations 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 Nations alleging any breach of this contract or negligence by Nations must be initiated no later than two (2) years after Nations performed the roofing installation covered by this contract. Collection matters may be processed through litigation or arbitration at the discretion of the Nations.