

ALL RITE CONSTRUCTION INC

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ALL RITE CONSTRUCTION, Inc.

License #: 82136

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Proposal / Contract

9/18/2012



Proposal Number: #934534
Project Name: Zorro Ranch
Jobsite Address: Stanley, NM 87056
Representative: Meshach Alvarado

We hereby propose to furnish labor and materials - complete in accordance with the specifications below:

PART 1 -- DESCRIPTION OF WORK: NORTH AND EAST BALCONIES

Complete New Roofing System of All Flat and Low Sloped Roof Areas and Parapet Walls: Using Duro-Last Prefabricated Single-Ply PVC Roofing System

All Rite Construction, Inc. shall furnish and install the Duro-Last single-ply, custom-manufactured membrane roofing system. This waterproofing membrane and flashing materials are comprised of a 1000 denier, high-tenacity weft-inserted reinforcing scrim- fused within a monolithically stable, thermoplastic co-polymer alloy. The deck and parapet assemblies and all flashings will be directly heat-fused together. No tars, mastics, glues, or solvents are necessary with the Duro-Last membrane system.

All Rite Construction, Inc. will also furnish all permits, labor, materials, equipment, apparatus, tools, transportation and services necessary for, and incidental to, the proper installation and completion of a prefabricated PVC single-ply roof on the project named above. This work will include complete preparation of roof and parapet wall surfaces and penetrations for proper installation of the roofing system in accordance with manufacturer's specifications; installing approved underlayment; installing new flashings as specified below; and installing new Duro-Last PVC roofing membrane to cover the entire existing roof / balcony areas; sealing and terminating all transition edges.

PART 2 - QUALITY CONTROL

All Rite Construction, Inc. shall use workmen who are trained and experienced in installing the PVC roofing system, installing manufacturer' flashings, and all other skills needed to satisfactorily complete the project as specified. All Rite Construction, Inc. shall keep the building weatherproof, and make every reasonable attempt to complete the project on schedule.

All Rite Construction, Inc. shall guarantee all material to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from these specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon delays are beyond our control.

PART 3 - MATERIALS

Duro-Last single-ply, custom-manufactured membrane roofing system. This waterproofing membrane and flashing materials are comprised of a 1000 denier, high-tenacity weft-inserted reinforcing scrim- fused within a monolithically stable, thermoplastic co-polymer alloy.

PVC Sheet: ASTM D4434, Type IV, fabric reinforced, as follows:

1. Product: Subject to compliance with requirements, provide *Duro-Last® Specially Formulated Roofing Membrane* by Duro-Last Roofing, Inc.
2. Thickness: 50 mil, nominal.
3. Exposed Face Color: tan or gravel print.

General: Provide installed roofing membrane and base flashings that remain watertight; do not permit the passage of water; and resist specified uplift pressures, thermally induced movement, and exposure to weather without failure.

Material Compatibility: Provide roofing materials that are compatible with one another under conditions of service and application required, as demonstrated by roofing membrane manufacturer based on testing and field experience.

Physical Properties: Roof product must meet the requirements of type IV PVC sheet roofing as defined by ASTM D4434-96 and must meet or exceed the following physical properties.

DELIVERY, STORAGE AND HANDLING OF MATERIALS

Deliver roofing materials to Project site in original containers with seals unbroken and labeled with manufacturer's name, product brand name and type, date of manufacture, and directions for storing and mixing with other components.

Protect roof insulation materials from physical damage and from deterioration by sunlight, moisture, soiling, and other sources. Store in a dry location. Comply with insulation manufacturer's written instructions for handling, storing, and protecting during installation.

Handle and store roof materials and place equipment in a manner to avoid permanent deflection of deck.

AUXILIARY MATERIALS

- A. Sheet Flashing: Manufacturer's standard sheet flashing of same material, type, reinforcement, thickness, and color as PVC sheet membrane.
- B. Prefabricated Flashing: Prefabricated flashings for pipes, curbs, inside and outside corners of same material, type, reinforcement, and color as PVC sheet membrane.
- C. Sealants and Adhesives: Caulk, pourable sealant, mastic and adhesives must be supplied by Duro-Last.
- D. Slip Sheet and Cover Boards: Slip sheet or cover boards, of type required by Duro-Last for the application.
- E. Termination Bars: Standard rigid exterior vinyl bar, 1.5-inch wide with slotted holes 6-inch on center must be manufactured by Duro-Last.
- F. Edge Detail: Fascia bar and cover, prefabricated Drip Edge, prefabricated Gravel Stop and 2-Piece Compression Metal Edge must be manufactured by Duro-Last.
- G. Vinyl Coated Metal: 24 gauge, hot-dipped galvanized, grade 90 metal with a minimum of 17 mil of manufacturers membrane laminated to one side.
- H. Fasteners: Factory-coated steel fasteners and metal or plastic plates meeting corrosion-resistance provisions in FMG 4470, designed for fastening membrane to substrate, and supplied by Duro-Last.

SUBSTRATE BOARD OR SLIP SHEET

Balcony decks are to have 3/4" marine plywood substrate as a gluing base for Duro-Last membrane.

The Duro-last membrane is to be fully adhered to the plywood substrate using Duro-Last solvent based adhesive.

Fasteners: Factory-coated steel fasteners and metal or plastic plates meeting corrosion-resistance provisions in FMG 4470, designed for fastening membrane to substrate, and supplied by Duro-Last.

Data and MSDS sheets will be provided for approval upon acceptance of proposal

PART 4a – EXECUTION: NORTH SIDE BALCONY

- 1) Remove and dispose of existing roof deck membrane(s) and remove and dispose of all stone pavers down to original structural substrate.
- 2) Clean existing substrate of dust, debris, moisture, and other substances detrimental to roofing installation according to Duro-Last's written instructions. Remove any sharp projections.
- 3) Remove, tag, and secure existing balcony iron work for later reinstallation.

- 4) Install 3/4" marine plywood substrate - as a flush new deck level and gluing base substrate for Duro-Last membrane.
- 5) Prepare the new roof deck for the Duro-Last membrane roofing system.
- 6) Install all new Duro-Last prefabricated flashings on all perimeter walls for termination using Duro-Last fascia bar and fascia cap.
- 7) Install a new Duro-last PVC roofing system (fully adhered) over newly installed marine plywood substrate, using Duro-Last solvent based adhesive - according to Duro-Last's written specifications and instructions.
- 8) Install new Duro-Last fascia bar and fascia cap on all side wall areas, just above the new floor level.
- 9) Flash north end floor projections at coping edges using 1-3/4" drip edge terminations to be colored/painted to match existing color.
- 10) Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing system at the end of the workday or when rain is forecast. Clean entire roof surface and inspect all field welds.
- 11) Perform patching and minor repairs to balcony wall areas contiguous to the new balcony flooring/roof system.
- 12) Inspect all welds and test for water-tightness of new balcony deck system.
- 13) Reinstall existing balcony iron work after deck after installation.
- 14) Clean area and haul away all project related debris.
- 15) Tools, equipment, surplus materials, and debris resulting from the deck installation shall be organized and cleaned up, or removed and disposed of by All Rite Construction, Inc., on a daily basis.
- 16) Upon completion, issue Duro-Last manufacturer's material warranty on membrane and related Duro-Last system materials.

PART 4b – EXECUTION: EAST SIDE BALCONY

- 1) Remove and set aside concrete balustrades for removal of existing paver system to the roof/deck outer edges.
- 2) Remove and dispose of existing roof deck membrane(s) and remove and dispose of all stone pavers down to original structural substrate.
- 3) Clean existing substrate of dust, debris, moisture, and other substances detrimental to roofing installation according to Duro-Last's written instructions. Remove any sharp projections.
- 4) Install pressure treated wood rippers, 8" on center, and a perimeter joist band –in order to change the balcony deck slope from the current 3/8" per foot slope to slightly less than a 1/8"

per foot slope – to provide a more nearly level balcony deck surface, while still providing adequate drainage to existing perimeter gutters.

- 5) Install ¾" marine plywood substrate, glued and screwed to the new treated wood rippers - as a flush new deck level and gluing base substrate for Duro-Last membrane.
- 6) Prepare the new roof deck for the Duro-Last membrane roofing system.
- 7) Install all new Duro-Last prefabricated flashings on all perimeter walls for termination using Duro-Last fascia bar and fascia cap.
- 8) Install a new Duro-last PVC roofing system (fully adhered) over newly installed marine plywood substrate, using Duro-Last solvent based adhesive - according to Duro-Last's written specifications and instructions.
- 9) Install new Duro-Last fascia bar and fascia cap on all building side wall areas, just above the new floor level.
- 10) Flash exterior perimeter edges with weld-able metal drip edging into the existing gutter trough fascia sides and properly detail and waterproof.
- 11) Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing system at the end of the workday or when rain is forecast.
- 12) Clean entire roof surface and inspect all field welds.
- 13) Perform patching and minor repairs to balcony wall areas contiguous to the new balcony flooring/roof system and the columns, cornices and contiguous wall areas immediately below the new balcony roof deck area.
- 14) Inspect all welds and test for water-tightness of new balcony deck system.
- 15) Reinstall existing concrete balustrades back to their original positions and re-grout all component joints, as per existing appearance and original installation method(s).
- 16) Repair dented gutter edge on the east side and install a new 26 gauge, 5" high, new gutter cornice extension, of matching profile, around existing north, east, and south roof edge gutter system to accommodate the higher drainage level of the new raised balcony deck/roof system.
- 17) Seal and paint extended gutter to blend with existing finish.
- 18) Clean area and haul away all project related debris.
- 19) Tools, equipment, surplus materials, and debris resulting from the deck installation shall be organized and cleaned up, or removed and disposed of by All Rite Construction, Inc., on a daily basis.
- 20) Upon completion, issue Duro-Last manufacturer's material warranty on membrane and related Duro-Last system materials.

PART 4c: EXCLUSIONS

- 1) Damage to the structure, columns, balustrades, interior walls, ceilings, and decorative treatments of room(s) below or contiguous to the project area, including personal property and artwork due to vibrations, scraping, or hammering during the demolition of existing roofing and pavers as well as the new roofing process.
- 2) Damage to electrical, lighting, plumbing, and/or telecom components due to vibrations, scraping, or hammering during the demolition of existing roofing and pavers as well as the new roofing process.
- 3) Damage to driveways, sidewalks, or landscaping by vehicles, equipment, or personnel traffic.
- 4) Damage to interior areas and personal property during work in progress due to a change in weather conditions.
- 5) By code there should be no electrical components, directly under roof surface. Therefore, in the event these components are present and damaged, we will not be responsible.
- 6) Damage or cracking in any deteriorated stucco adjacent to the project area caused by vibration and hammering inherent to the paver demolition/removal process.
- 7) Cracking or structural damage to existing balustrades and coping related to normal moving and repositioning during new roof deck installation operations.
- 8) All-Rite Construction will not be responsible for maintaining demolition noise levels and air quality and any dust mitigation due to demolition and normal construction activities.
- 9) It is assumed that work will generally proceed weekly - uninterrupted and averaging at least five days per week, unless delayed due to weather conditions.
- 10) Any in-progress work stoppages, caused by unexpected events at Zorro Ranch or the main residence, will be assessed at the rate of \$1,000.00 per day for lost work time and increased mobilization and travel expenses.
- 11) Any unplanned rescheduling or postponement of work days due to unplanned events as described above will be assessed at the rate of \$500.00 per day for lost work day(s) and increased mobilization and travel expenses.
- 12) Any claims against All-Rite Construction, in relation to this proposal, whether contemporary with the execution of the project, or at any point thereafter, will be strictly limited to a sum no greater the stated price of this proposal.

PART 5 – PAYMENT

An **advance payment in the amount of 50%** will be provided to the All Rite Construction, Inc. at least three weeks prior to the commencement of the work. The balance of 50% will be paid upon full and satisfactory completion of the work.

PART 6 – INSURANCE

All Rite Construction, Inc. will carry workman's compensation insurance covering its employees and liability insurance covering the operation of trucks and automobiles. All Rite Construction, Inc. will also take out and maintain General Liability Insurance. Evidence of the insurance is in the form of certificates that will be issued to the Owner prior to starting work. Certificates of insurance shall be filed with the Owner.

PART 7 -WARRANTY

- A. LABOR ONLY: All Rite Construction, Inc. Warranty: All Rite Construction, Inc. shall warrant the new roof deck balcony application with respect to workmanship and proper application for three (3) years from the date of favorable inspection by the roof membrane manufacturer.
- B. LABOR ONLY: Should any leaks covered under the warranty occur during this period, corrective action will be taken by the All Rite Construction, Inc. to repair the roof to the satisfaction of the owner and the roof membrane manufacturer. All corrective work will be done at no cost to the owner or Duro-Last.
- C. Neither consequential nor incidental damages, arising from either workmanship or material issues, are expressly not included in this or the manufacturer's warranties.

B. Manufacturer Membrane Warranty: For replacement of the roofing system membrane if due to covered material performance failures:

- 1. Warranty Period: 15 years from date issued.
- 2. Issued direct from and serviced by the roof membrane manufacturer.
- 4. Transferable for the full term of the warranty.
- 5. No additional charge for the warranty.

-THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The exclusive remedy shall be that All Rite Construction, Inc. will replace or repair any part of its work, which is found to be defective. All Rite Construction, Inc. shall not be responsible for damage or defect caused by abuse, modifications not executed by All Rite Construction, Inc., improper or insufficient maintenance, improper operation or normal wear, tear and usage.

PART 8 – GENERAL TERMS & CONDITIONS

Safety & Quality

All Rite Construction, Inc. understands that the facility will be occupied with ongoing business, during the time of Re-roofing. We are dedicated to the safety of your employees. We may require barriers to keep people out of some areas during this project. These barriers will be clearly marked and the dangerous conditions explained. Our compliance with strict safety measures is as firm as our roof systems. We perform ongoing inspections during all of our roofing projects. The project Foreman is the first line of QA/QC for this roofing project, and his work shall be checked regularly by our supervisory staff.

Warranty

The product manufacturer for this job has approved All Rite Construction, Inc. as a Master-Elite Contractor, meaning that the manufacturer will issue preferred warranties on our installed roofs. All Rite Construction, Inc. achieved this status by delivering to our customers the very best in roof installation and service.

Job Start and Duration

After receiving Notice to Proceed, we will begin to assemble the necessary materials and crew members for the job. Because of these variables, the actual job start date is unknown.

Owner's Responsibility

The Owner or representative will periodically examine the work in progress, as well as upon completion in order to ascertain the extent to which the materials and procedures conform to the requirements of these specifications.

Start Date

All Rite Construction, Inc. shall be given reasonable time in which to make delivery of materials and/or labor to commence and complete the performance of the contract. All Rite Construction, Inc. shall not be responsible for delays or defaults where occasioned by causes of any kind and extent beyond its control, including but not limited to: delays caused by the Owner, architect and/or engineers, delays in transportation, shortage of raw materials, civil disorders, labor difficulties, vendor allocations, fires, floods, accidents and acts of God. All Rite Construction, Inc. shall be entitled to equitable adjustment in the contract amount for additional costs due to unanticipated project delays or accelerations caused by others whose acts are not All Rite Construction, Inc.'s responsibility and to time extensions for unavoidable delays.

Expected approximate date of commencement of project:

Commencement date will be contingent upon issuance by Owner of Notice to Proceed.

Working Hours

Work called for herein is to be performed during regular working hours. All work performed outside of such hours shall be charged for at the rates or amounts agreed upon by the parties at the time overtime is authorized.

Risk

Owner shall purchase and maintain risk insurance upon full value of the entire work and/or materials delivered to the job site, which shall include the interest of All Rite Construction, Inc.

Indemnification

All Rite Construction, Inc. will indemnify and hold harmless the Owner from damages only to the extent such damages was caused by sole negligent act or omission of All Rite Construction, Inc.

Change Conditions

If unexpected conditions are encountered during the work, or if the Owner, Owner's agent, or any public body inspector directs additional or modifications to the work and the conditions adversely affect the cost or progress of work, All Rite Construction, Inc. will notify the Owner immediately, and the Owner will negotiate a change-order to resolve the unexpected condition.

Use of Premises

Owner is to prepare all work areas so as to be acceptable for All Rite Construction, Inc.'s work. All Rite Construction, Inc. will not be called upon to start work until sufficient areas are ready to ensure continued work. The Owner shall furnish all temporary site facilities including suitable storage space, temporary electrical and water at no cost to All Rite Construction, Inc...

The Owner shall grant free access to work areas for workers and vehicles and shall provide suitable areas for storage of material and debris. All Rite Construction, Inc. shall not be liable for damage to driveways, walks, lawn and shrubs caused by movement of trucks, workers or equipment in discharging the contract.

Drainage

The Uniform Building Code and some city building codes specify that the roof is to have positive drainage. All Rite Construction, Inc. shall not be held responsible if the design or structure of the deck being roofed does not conform to these requirements with resulting standing water.

Integration Clause

This document and all documents incorporated by reference constitute the parties' entire agreement. No other agreements, oral or written, regarding the work to be performed under this agreement exists between the parties.

Governing Law

This agreement shall be construed in accordance with and governed by, the laws of the state of New Mexico

Asbestos and Hazardous waste

Unless the agreement specifically calls for the removal, disturbance, or transportation of asbestos containing material or other hazardous substances, the parties acknowledge that such work requires special procedures, precautions and/or licenses. If All Rite Construction, Inc. encounters such substances, All Rite Construction, Inc. will immediately stop work and take steps to institute the special procedures, licenses and precautions. Such work will be treated as a change under this contract.

General Terms and Conditions

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any necessary deck work not included in this proposal will become an extra charge over and above the estimate. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate.

Warranties are not in effect until full payment is received. Agreements are contingent upon strikes, accidents or delays beyond our control. Owner is to carry fire, tornado and other necessary insurance. All workers are fully covered by Workmen's Compensation Insurance.

PART 9 - ACCEPTANCE OF PROPOSAL

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

NORTH Balcony Price:	\$ 33,850.00
EAST Balcony Price:	<u>\$ 65,610.00</u>
	\$99,460.00
6.63% Sales Taxes:	<u>\$6,594.20</u>
Total with Taxes:	\$106,054.20

Payment Terms: An advance payment in the amount of 50% prior to the commencement of the work, and the balance of 50% upon full and satisfactory completion of the work.

All-Rite Authorized Signature: _____

Date of Acceptance: _____

ACCEPTANCE OF PROPOSAL

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

Date of Acceptance: _____

Authorized Signature: _____

Date of Acceptance: _____

Authorized Signature: _____

CONTRACT