

## **Vendor 1 - FCR - TPO (Thermoplastic Olefin) - Summary**

### **RFP #0004 - Roofing - Pacific Villas - 4550 Shelley Court, Stockton, CA 95207**

#### **Specialization:**

- Offers services related to roof installation, repair, and improvement.
- Expertise in working with different roofing systems such as modified bitumen and composition shingles.

#### **Estimate Details:**

- Option 1: CertainTeed Flintlastic 2-ply tear-off 12-year material warranty
- Option 2: TPO 60-mil roof system with a 20-year material warranty

#### **Exclusions:**

- Skylight Replacement is not included in this scope of work
- All necessary corrections to the substrate (e.g. dry rot repair, sheeting replacement, etc.)
- Engineering, drawings, plans & fees, code upgrades, ADA requirements, etc
- Abatement of hazardous materials (e.g. asbestos, lead, mold, etc.)
- Interior damages which are not the result of negligence (e.g. nail pops, falling debris, etc.)
- Damages on skylights or any other places which are not the result of negligence
- Repairs/Realignment of existing electrical, telephone, cable and satellite equipment
- Removal/Moving of building occupant belongings
- Damage to landscape due normal operations of the project
- Additional work not noted in the scope of work above

#### **Standard Conditions:**

- Business hours: 8:00 a.m. to 5:00 p.m.
- Work may be postponed due to poor weather conditions
- Safety measures will be taken in coordination with building occupants
- Buyer is responsible for ensuring the structure or surface is safe and suitable for the work
- Water and electrical power should be provided by the Buyer
- Buyer is responsible for protecting surfaces and personal property beyond the immediate work area
- Additional charges may apply for after-hours or weekend work

#### **Terms and Conditions:**

- T&M Billing: Repair technicians at standard rates, materials charged at retail rates
- Payment: 50% due upon start of work, project balance due upon full completion
- Failure to pay may result in legal maximum interest and penalties
- Disputes to be resolved through binding arbitration
- Prevailing party entitled to attorney's fees and costs of action
- Contract valid for 30 days

#### **Warranty:**

- Different options - please see below
- 10 Year Workmanship Warranty from Vendor
- Leaks caused by faulty workmanship will be corrected at no charge or cost refunded
- Seller not responsible for incidental or consequential damages
- Materials warranties provided by their respective manufacturer

**Additional Charges:**

- Extra charge for plywood applied if needed for roof deck defects
- Additional charges for work in less advantageous weather conditions
- Additional charges for after-hours or weekend work
- Additional charges for time and materials work beyond standard allotment

<b>Category</b>	<b>Information</b>
Business Hours	Construction hours are between 8:00 a.m. to 5:00 p.m. Additional charges will be assessed for work done after hours or on weekends.
Work Postponement	Work may be postponed in unfavorable weather conditions. Buyer may request work in less advantageous conditions, but additional charges may apply, and warranty coverage may be affected.
Safety	<u>Seller</u> reserves the right to organize the work site for safety purposes. Buyer must ensure that the structure or surface is safe and suitable for the work.
Job Site Conditions	<u>Buyer</u> is responsible for providing water and electrical power. Buyer is also responsible for any necessary modifications or upgrades to equipment or substandard conditions, unless included in the scope of work.
Provision of Water and Power	Buyer is responsible for providing water and electrical power at no charge.
Modification of Equipment or Substandard Conditions	Buyer is responsible for any necessary modifications, reconfigurations, or repairs to equipment or substandard conditions, unless specifically included in the scope of work.
Protection of Building Surfaces	Seller will protect surfaces immediately adjacent to the work area, but Buyer is responsible for protecting all other surfaces and personal property.
Time and Materials Billing	If time and materials work is necessary, repair technicians will be provided at standard rates. Materials will be charged at retail rates.
Payment	50% of the payment is due upon the start of work, and the remaining balance is due upon completion. Failure to pay may result in legal consequences.
Warranty	Provides a 10-year workmanship warranty. Any materials warranties are provided by the manufacturer(s).
Disputes and Arbitration	Any disputes will be resolved through binding arbitration under the Construction Rules of the American Arbitration Association.
Attorney's Fees	The prevailing party in a legal dispute is entitled to all costs, including attorney's fees and costs of action.
Acceptance	By accepting the proposed work, the buyer agrees to all terms and conditions stated in the contract.
Insurance Coverage	No information provided in the given text.
Exclusions	Skylight replacement and certain corrections or damages are not included in the scope of work.
Additional Charges	Additional work not specified in the scope of work will incur extra charges.

**Roof Condition Summary:**

<b>Building</b>	<b>Roof Description</b>	<b>Condition</b>
A	CertainTeed Flintlastic 2-ply tear-off 12 yr material warranty	Poor
B	CertainTeed Flintlastic 2-ply tear-off 12 yr material warranty	Poor
C	CertainTeed Flintlastic 2-ply tear-off 12 yr material warranty	Poor
D	CertainTeed Flintlastic 2-ply tear-off 12 yr material warranty	Poor
E	TPO 60-mil roof system - 20-year material warranty	Poor
F	TPO 60-mil roof system - 20-year material warranty	Poor
G	CertainTeed Flintlastic 2-ply tear-off 12 yr material warranty	Poor

**Roof warranty - For specific roofs:**

<b>Building</b>	<b>Warranty Description</b>	<b>Cost</b>
Building A	CertainTeed Flintlastic 2-Ply Tear-Off 12 Yr Material Warranty	\$25,650.00
Building B	TPO 60-MIL Roof System - 20 Year Material Warranty	\$73,550.00
Building C	CertainTeed Flintlastic 2-Ply Tear-Off 12 Yr Material Warranty	\$40,300.00
Building D	CertainTeed Flintlastic 2-Ply Tear-Off 12 Yr Material Warranty	\$43,300.00
Building E	TPO 60-MIL Roof System - 20 Year Material Warranty	\$82,300.00
Building F	TPO 60-MIL Roof System - 20 Year Material Warranty	\$66,200.00
Building G	CertainTeed Flintlastic 2-Ply Tear-Off 12 Yr Material Warranty	\$37,350.00

**CertainTeed Flintlastic 2-Ply Tear-Off vs. TPO 60-MIL Roof System materials:**

Material	CertainTeed Flintlastic 2-Ply Tear-Off	TPO 60-MIL Roof System
Description	2-ply tear-off material warranty	60-mil TPO roof system material warranty
Pros	<ul style="list-style-type: none"> <li>- Durable and long-lasting</li> <li>- Provides superior protection against leaks and punctures</li> <li>- Offers good fire resistance</li> <li>- Suitable for both low-slope and steep-slope applications</li> </ul>	<ul style="list-style-type: none"> <li>- Excellent weather resistance</li> <li>- Energy efficient due to reflective properties</li> <li>- Resistant to UV radiation and chemical exposure</li> <li>- Flexible and allows for building movement</li> </ul>
Cons	<ul style="list-style-type: none"> <li>- Requires professional installation</li> <li>- Limited color options</li> <li>- May require periodic maintenance and inspections</li> </ul>	<ul style="list-style-type: none"> <li>- May be prone to punctures if not installed properly</li> <li>- Limited color options</li> <li>- May require periodic maintenance and inspections</li> </ul>

**Comparing options and price differences for each building:**

Building	Option 1: Flintlastic 2-Ply	Option 2: TPO 60-MIL	Price Difference
A	\$25,650.00	\$32,550.00	\$6,900.00
B	\$73,550.00	\$93,600.00	\$20,050.00
C	\$40,300.00	\$51,300.00	\$11,000.00
D	\$43,300.00	\$55,150.00	\$11,850.00
E	\$82,300.00	\$104,850.00	\$22,550.00
F	\$66,200.00	\$84,100.00	\$17,900.00
G	\$37,350.00	\$48,000.00	\$10,650.00



# ROOFING

**[Redacted] Roofing LLC**

**[Redacted]**

**Alameda, CA 94501**

**[Redacted]**

**Proposal 1812-1950/2**

**Date 5/16/2023**

**Ref.: 4550 Shelley Ct, Stockton**

## **ProposaBid**

**Att.: RoDeviaProposaBid**

Hello dear RoDevia,

We appreciate the opportunity to work with you on this project. With [Redacted], you protect your income, fun, and love.

A team constantly trained on quality control, safety, and customer satisfaction gives us the confidence that we are the right partner for your building improvement.

We propose to furnish supervision, labor, materials, tools, equipment, and insurance necessary to perform the job according to the following specifications at the above address. Permits are not included. If required, [Redacted] shall obtain the permits for Owner. Owner shall reimburse [Redacted] for the time & expense of pulling the permits.

Respectfully

**[Redacted]**

Project Manager

**[Redacted]**

## **ROOFING PROJECT**

Per your request, we inspected the roof at the above address. The membrane is a modified bitumen roofing system on the flat areas and composition shingles on the walls and steep roofing sections. Buildings A, C, D, and G DO NOT have a coat of coating. Buildings B, E and F HAVE a coat of coating on the flat areas and roof walls. The roof is in poor condition. See below different available solutions. All work shall be in conformance with this contract, local building codes and the manufacturer's installation guidelines.

### **OPTION 1:**

#### **FLAT ROOF - CERTAINTeed FLINTLASTIC 2-PLY TEAR-OFF 12 YR MATERIAL WARRANTY**

Tear-off the 1 layer of the existing roofing and haul away.

Check the roof deck for defects and rotten wood. Extra charge item \$150.00 per sheet plywood applied, if needed.

Install polyiso board insulation, 1" thick on the entire flat area roof surface. R-Value 5.7.

All standard penetration flashings and scupper drains will be replaced with new to match the existing.

Mechanically fasten a 28# fiberglass base sheet to the roof deck with 1-1/4" square head roofing nails.

Install 1 layer of Flintlastic GTA Class B fire-rated APP modified bitumen cap sheet.

All corners laps, wall transitions and parapet tops are made watertight with a three-course application of urethane roof coating and polyester fabric. Matching roofing granules are broadcast in for durability.

#### **Parapet wall - Composition Shingle Roof**

Install 1 Layer of DiamondDeck synthetic roof underlayment on the entire roof surface.

Install Landmark roofing Certainteed composition shingles with roofing nails according to manufacturers specifications. Weave shingles in all valleys and flashing tie-ins.

#### **Fascia & Coping Replacement**

Remove the metal coping and wood fascia on the parapet wall.

Install new redwood fascia.

Install new 26ga metal coping.

Paint the fascia and coping to match the existing color.

Reasonable cleanup and disposal of our debris on a daily basis and at the end of the project is included.

#### **Exclusions:**

- Skylight Replacement is not included in this scope of work.
- All necessary corrections to the substrate (e.g. dry rot repair, sheeting replacement, etc.).

- Engineering, drawings, plans & fees, code upgrades, ADA requirements, etc.
- Abatement of hazardous materials (e.g. asbestos, lead, mold, etc.).
- Interior damages which are not the result of negligence (e.g. nail pops, falling debris, etc.).
- Damages on skylights or any other places which are not the result of negligence.
- Repairs/Realignment of existing electrical, telephone, cable and satellite equipment.
- Removal/Moving of building occupant belongings.
- Damage to landscape due normal operations of the project.
- Additional work not noted in the scope of work above.

**Warranty:**

This scope of work includes a 10 Year Workmanship Warranty from [REDACTED]. If leaks occur as a result of faulty workmanship in our roof system, we shall correct the defects at no charge or refund the cost of this scope of work, at our discretion. [REDACTED] shall in no way be responsible or liable for any incidental or consequential damages, including without limitation, personal injury, economic losses, loss of profits, business interruption, loss of use, contribution, indemnity or other losses arising from the installed system or it related components. Any materials warranties are provided by their manufacturer(s).

**See the attached Complex Map with Buildings designation.**

**Price:**

- A - \$25,650.00**
- B - \$73,550.00**
- C - \$40,300.00**
- D - \$43,300.00**
- E - \$82,300.00**
- F - \$66,200.00**
- G - \$37,350.00**

**Total Price: \$368,650.00 Initial to Accept \_\_\_\_\_**

**OPTION 2:**

**TPO 60-MIL ROOF SYSTEM - 20 YEAR MATERIAL WARRANTY**

Tear-off the 1 layer of the existing roofing and haul away.

Check the roof deck for defects and rotten wood. Extra charge item \$150.00 per sheet plywood applied, if needed.

Install polyiso board insulation, 2" thick on the entire flat area roof surface and parapet wall. R-Value11.4.

All standard penetration flashings and scupper drains will be replaced with new to match the existing.

Install 1 layer of TPO 60-mil.

**Fascia & Coping Replacement**

Remove the metal coping and wood fascia on the parapet wall.

Install new redwood fascia.

Install new 26ga metal coping.

Paint the fascia and coping to match the existing color.

Reasonable cleanup and disposal of our debris on a daily basis and at the end of the project is included.

**Exclusions:**

- Skylight Replacement is not included in this scope of work.
- All necessary corrections to the substrate (e.g. dry rot repair, sheeting replacement, etc.).
- Engineering, drawings, plans & fees, code upgrades, ADA requirements, etc.
- Abatement of hazardous materials (e.g. asbestos, lead, mold, etc.).
- Interior damages which are not the result of negligence (e.g. nail pops, falling debris, etc.).
- Damages on skylights or any other places which are not the result of negligence.
- Repairs/Realignment of existing electrical, telephone, cable and satellite equipment.
- Removal/Moving of building occupant belongings.
- Damage to landscape due normal operations of the project.
- Additional work not noted in the scope of work above.

**Warranty:**

This scope of work includes a 10 Year Workmanship Warranty from [REDACTED] ng. If leaks occur as a result of faulty workmanship in our roof system, we shall correct the defects at no charge or refund the cost of this scope of work, at our discretion. [REDACTED] shall in no way be responsible or liable for any incidental or consequential damages, including without limitation, personal injury, economic losses, loss of profits, business interruption, loss of use, contribution, indemnity or other losses arising from the installed system or it related components. Any materials warranties are provided by their manufacturer(s).

**Price:**

**A - \$32,550.00**

**B - \$93,600.00**



**C - \$51,300.00**

**D - \$55,150.00**

**E - \$104,850.00**

**F - \$84,100.00**

**G - \$48,000.00**

**Total Price:**

**\$469,550.00**

**Initial to Accept \_\_\_\_\_**

# CONTRACTUAL AGREEMENT

**BUSINESS HOURS:** Hours of construction will be between 8:00 a.m. to 5:00 p.m. Should Buyer require us to work after hours or on weekends, additional charges will be assessed

**WEATHER CONDITIONS:** In the event of poor conditions such as but not limited to wind, rain, extreme heat, the proposed work may be postponed until weather conditions are favorable. Should buyer require [REDACTED] LLC to work in less advantageous conditions to expedite any of the work, additional charges will be assessed and warranty coverage may be effected

**SAFETY:** If necessary, we'll restrict pedestrian and motor traffic in coordination with the building occupants [REDACTED] reserves the exclusive right to organize the work site for the safety and effectiveness of the project

**JOB SITE CONDITIONS:** The structure or surface on which the work is to be performed, needs to be warranted by the Buyer as both safe and suitable for the work to be accomplished. Please, prior to signing this contract, raise any issue you may be aware of concerning safety or suitability

Water and electrical power need to be provided by the Buyer at no charge

Any required modification like to move, reconfigure or realign equipment (e.g. Satellite Dishes, Air Handling Equipment, Gas/Electrical/Cable/Phone Lines) or to upgrade or repair substandard or out-of-code conditions that would prevent proper installation of the systems described herein are the responsibility of the Buyer unless specifically included in the scope of work above

Protection of building surfaces immediately adjacent to the work area shall be protected by Seller unless otherwise stated in the scope of work. It shall be the responsibility of the Buyer to protect all other surfaces including but not limited to attics, crawl spaces under the work area, building interior spaces as well as any and all personal property in and around the jobsite. Under no circumstances shall Seller assume any responsibility for incidental damage beyond the surfaces immediately adjacent to the work area

**T&M BILLING:** Should time and materials work become necessary, we will provide our repair technicians at the standard rate of 120 per Man Hour, the overtime repair rate of 148 per Man Hour or the prevailing wage rate of 158 per Man Hour. Materials are charged at retail rates and the minimum materials charge is 100. The standard maximum allotment for a service call is 1,060. If more than this amount is needed, you will be contacted for authorization

**PAYMENT:** Progress payments shall be made as follows:

- \* 50% due upon start of work
- \* Project balance due upon full completion

All invoice(s) are due Upon Receipt. Failure to pay accordingly will result in the legal maximum interest and penalties. If bills are not paid in full for the labor, services, equipment or materials furnished, a mechanic's lien leading to the loss, through legal proceedings, of all or part of your property being so improved may be placed against the

**WARRANTY:** Upon completion of installation by Seller and payment in full of this Contract including all authorized Change Orders and Addendums by Buyer, Seller will repair covered defects within the warranty period(s) at no charge to Buyer. All warranty claims are subject to the terms provided within the scope of work and the following limitations

**Labor warranties** are limited to defects caused by defective workmanship and do not cover materials defects. In the case that no labor warranty is expressly provided within the scope of work, Seller shall have no obligation to make repairs nor shall the Buyer be entitled to seek damages or other relief

**Materials warranties** are limited to defects caused by defective materials and do not cover labor defects. Unless a materials warranty is expressly provided by Seller within the scope of work, materials warranties, if any, are provided by their manufacturer and it shall be the Buyer's responsibility to resolve such warranty claims with the manufacturer. All materials specified shall be used in reasonable conformance with the manufacturers' recommendations

Seller's warranties do not extend to defects resulting from natural causes; or modifications to the system; or failure to properly maintain the system; or intentional acts or negligence of Buyer or other persons; or any other conditions or events outside Seller's control

Seller assumes no responsibility for consequential damages (including but not limited to business interruption, damage to finished surfaces, furniture, equipment, documents or merchandise within or around the building, or for any hazards to occupants). Buyer agrees to indemnify Seller of all such claims

No warranty; given or assumed; by persons, firms or entities other than Seller will bind Seller

No warranty regarding the products or services covered by this agreement will bind Seller beyond expiration of the warranty period(s) stated herein

Unless otherwise stated herein, warranties are nontransferable

**DISPUTES AND ARBITRATION:** Any party who contends that a dispute exists under this Agreement, shall first give written notice to the other Party of the dispute and the factual details supporting the claim of the dispute. Written notice of the dispute must be made within 14 days of discovery of the dispute

All parties agree that any dispute arising under this contract will be resolved by submission to binding arbitration under Construction Rules of the American Arbitration Association. The parties agree that arbitration must be initiated within one year after the claimed breach occurs and the failure to initiate arbitration within the one-year period constitutes an absolute bar to the institution of any proceedings

**ATTORNEY'S FEES:** In the event that it is necessary for either party to engage the services of an attorney regarding the breach of this Agreement by the other, the enforcement of the terms hereunder, or a declaration of the rights and duties hereunder, the prevailing party, in addition to the other rights it may have, shall be entitled to all costs incurred in connection therewith including actual attorney's fees and costs of action. "Prevailing party" is defined as the party with the net monetary recovery, a defendant in whose favor a dismissal is entered, and a defendant where neither plaintiff or defendant obtain any relief

**ACCEPTANCE:** Upon execution by Buyer and Seller, this Contract Proposal, together with all of the terms contained herein, constitutes the entire agreement between Buyer and Seller and supersedes any and all prior representations, understandings and communications, and may be modified only by written amendments signed by both parties. Any oral agreements or modifications are expressly invalid

\* THIS PROPOSAL IS VALID FOR 30 DAYS

**ACCEPTANCE OF PROPOSED WORK**

**ProposaBid**

**Att.: RoDevia**

I authorize performance of the accepted scope(s) of work above and agree to all of the terms and conditions herein. By accepting this work proposed above, it is understood that any documents that conflict with this contract are null and void.

\_\_\_\_\_  
**AUTHORIZED AMOUNT**

\_\_\_\_\_ **AUTHORIZING SIGNATURE**                      \_\_\_\_\_ **DATE**

\_\_\_\_\_  
**NAME (PLEASE PRINT)**





# PACIFIC VILLAS

at Shelley Court

