

# METALCRAFTS

A  TECTA AMERICA COMPANY

## Effingham County Central High School Reroof

Proposal  
April 22, 2025



Prepared By:

  
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Approved By:

  
Joseph Lancaster  
President  
(912) 429-0427

[jolancaster@tectaamerica.com](mailto:jolancaster@tectaamerica.com)

# METALCRAFTS

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Springfield Living



1a  
1

2

3

4

5

6

Effin County Board

Wallace Dr

Google Earth  
Wallace Dr

Image © 2025 Airbus

392  
300 ft





# METALCRAFTS

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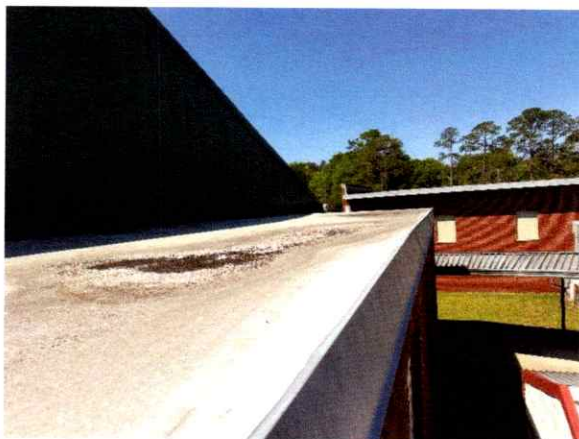
Roof Area 1:



Roof Area 1a:



Roof Area 2:



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Roof Area 3:



Roof Area 4:

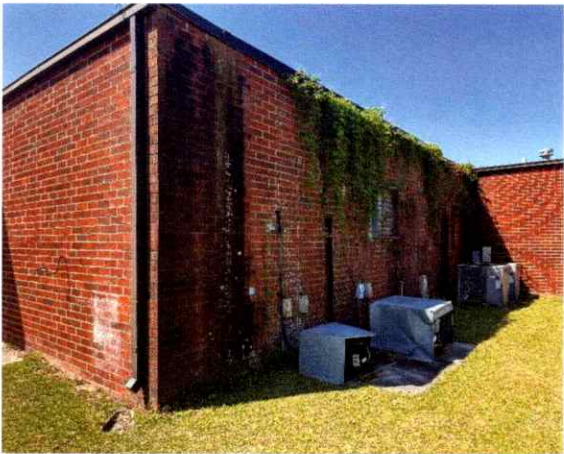


Roof Area 5:





Roof Area 6:



April 18, 2025

Effingham County  
804 S. Laurel St.  
Springfield, GA 31329



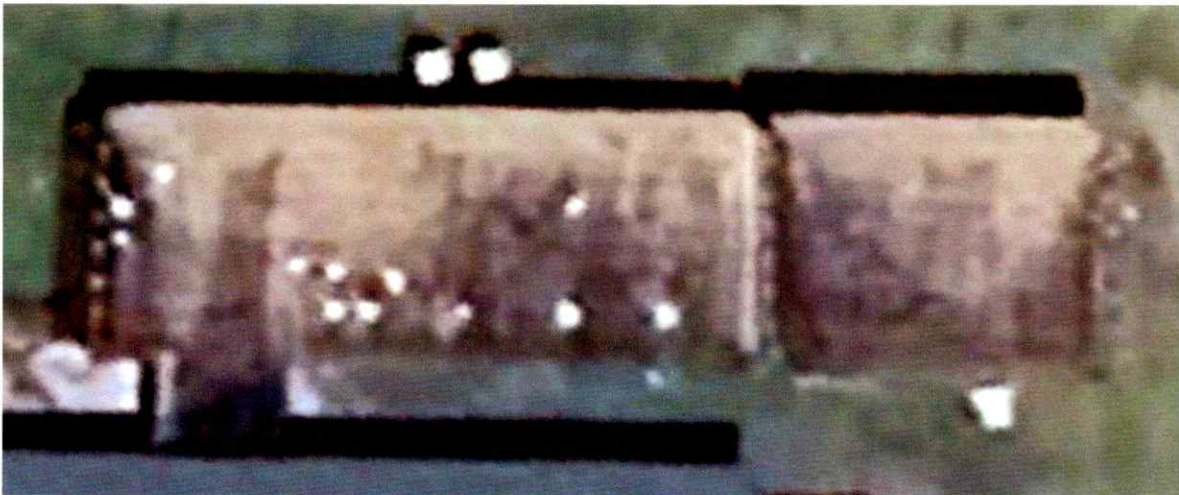
Attn: Ted Goudeau  
[tgoudeau@effinghamcounty.org](mailto:tgoudeau@effinghamcounty.org)

Re: Central School  
Reroof Areas 1/1a-6  
434 Wallace Dr.  
Springfield, GA

Mr. Goudeau,

As requested, Metalcrafts is providing this proposal to perform the following scopes of work for your facility as requested. The following scopes are based upon our conversations and onsite investigation. Please see the following scopes of work that Metalcrafts shall complete for this project.

**Scope of Work for Low Slope Roofing System on Area 1/1a – Approx. 4,016 SF:**



1. Provide all personnel, materials, and equipment to perform our scope of work, including setup, safety and hoisting.
2. Remove the existing roofing system down to the Tectum deck. Only as much roofing will be removed that can be replaced in a days' time. Materials will be properly disposed of offsite.
3. Furnish and install new pressure treated lumber as perimeter edge nailers and raising curbs when necessary.



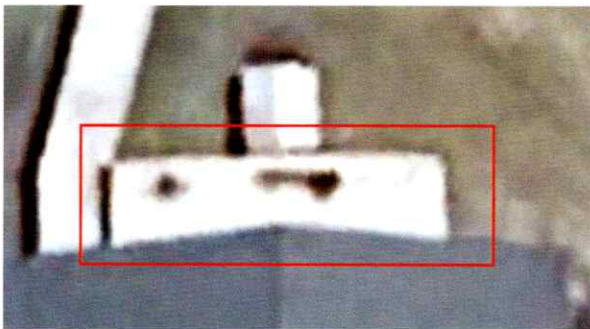
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4. Furnish and install 2 layers of 2.2" polyisocyanurate roofing insulation to provide an insulation value of R-25. The rigid insulation will be adhered directly to the tectum deck utilizing low rise foam.
5. Furnish and install new ½" plywood to the sides of the parapet walls to provide a fresh substrate to adhere too.
6. Furnish and install new 45 mil off-white PVC directly over the new polyisocyanurate roofing insulation. The new PVC will be adhered directly to the new rigid insulation.
7. Furnish and install new PVC accessories to create a watertight roofing system.
8. Fabricate and install 24-gauge pre-painted galvanized metal flashings. These flashings are to include new coping, gutter, and downspouts.
9. Fabricate and install new edge metal. The edge metal will be fabricated out of PVC clad 24-gauge galvanized metal.
10. Provide a two (2) year material and labor warranty for the work performed by Metalcrafts a Tecta America Company.
11. Provide a twenty-five (25) year Manufacturer's warranty for the work being performed by Metalcrafts a Tecta America Company.

Notes and/or clarifications

1. Unless noted otherwise, Metalcrafts does not include any woodwork, nailers or framing in our proposal.
2. We do not include any through wall, door or window flashings not directly related to the roofing scope of work.
3. We exclude anything that is not directly mentioned in the scope of work list above.

**Scope of Work for Low Slope Roofing System on Area 2 – Approx. 658 SF:**



1. Provide all personnel, materials, and equipment to perform our scope of work, including setup, safety and hoisting.
2. Remove the existing roofing system down to the existing deck. Only as much roofing will be removed that can be replaced in a days' time. Materials will be properly disposed of offsite.



- a. Metal Panels will need to be trimmed to allow for proper base flashing clearance.
3. Furnish and install new pressure treated lumber as perimeter edge nailers and raising curbs when necessary.
4. Furnish and install 2 layers of 2.2" polyisocyanurate roofing insulation to provide an insulation value of R-25. The rigid insulation will be mechanically fastened directly to the existing deck.
5. Furnish and install new 45 mil off-white PVC directly over the new polyisocyanurate roofing insulation. The new PVC will be adhered directly to the new rigid insulation.
6. Furnish and install new PVC accessories to create a watertight roofing system.
7. Fabricate and install 24-gauge pre-painted galvanized metal flashings. These flashings are to include new counter flashing, gutter, and downspouts.
8. Fabricate and install new edge metal. The edge metal will be fabricated out of PVC clad 24-gauge galvanized metal.
9. Provide a two (2) year material and labor warranty for the work performed by Metalcrafts a Tecta America Company.
10. Provide a twenty-five (25) year Manufacturer's warranty for the work being performed by Metalcrafts a Tecta America Company.

Notes and/or clarifications

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**Scope of Work for Low Slope Roofing System on Area 3 – Approx. 1,700 SF:**





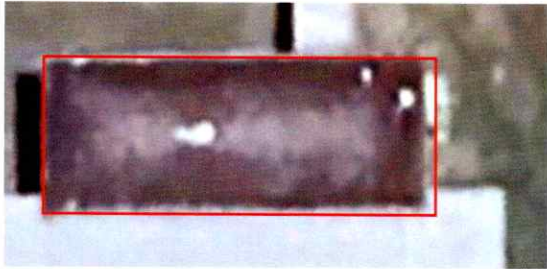
1. Provide all personnel, materials, and equipment to perform our scope of work, including setup, safety and hoisting.
2. Remove the existing roofing system down to the existing deck. Only as much roofing will be removed that can be replaced in a days' time. Materials will be properly disposed of offsite.
3. Furnish and install new pressure treated lumber as perimeter edge nailers and raising curbs when necessary.
4. Furnish and install 2 layers of 2.2" polyisocyanurate roofing insulation to provide an insulation value of R-25. The rigid insulation will be mechanically fastened directly to the metal deck.
5. Furnish and install a new 1/4" taper system. The taper system will be tapered towards all four sides and mechanically fastened to the metal decking.
6. Furnish and install new 45 mil off-white PVC directly over the new polyisocyanurate roofing insulation. The new PVC will be adhered directly to the new rigid insulation.
7. Furnish and install new PVC accessories to create a watertight roofing system.
8. Fabricate and install 24-gauge pre-painted galvanized metal flashings. These flashings are to include new gutter and downspouts.
9. Fabricate and install new edge metal. The edge metal will be fabricated out of PVC clad 24-gauge galvanized metal.
10. Provide a two (2) year material and labor warranty for the work performed by Metalcrafts a Tecta America Company.
11. Provide a twenty-five (25) year Manufacturer's warranty for the work being performed by Metalcrafts a Tecta America Company.

Notes and/or clarifications

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5. We do not include any through wall, door or window flashings not directly related to the roofing scope of work.
6. We exclude anything that is not directly mentioned in the scope of work list above.



**Scope of Work for Low Slope Roofing System on Area 4 – Approx. 1,550 SF:**



1. Provide all personnel, materials, and equipment to perform our scope of work, including setup, safety and hoisting.
2. Remove the existing roofing system down to the existing deck. Only as much roofing will be removed that can be replaced in a days' time. Materials will be properly disposed of offsite.
3. Furnish and install new pressure treated lumber as perimeter edge nailers and raising curbs when necessary.
4. Furnish and install 2 layers of 2.2" polyisocyanurate roofing insulation to provide an insulation value of R-25. The rigid insulation will be mechanically fastened directly to the metal deck.
5. Furnish and install a new ¼" taper system. The taper system will drain as it currently does and will be mechanically fastened to the metal decking.
6. Furnish and install new 45 mil off-white PVC directly over the new polyisocyanurate roofing insulation. The new PVC will be adhered directly to the new rigid insulation.
7. Furnish and install new PVC accessories to create a watertight roofing system.
8. Fabricate and install 24-gauge pre-painted galvanized metal flashings. These flashings are to include new gutter and downspouts.
9. Fabricate and install new edge metal. The edge metal will be fabricated out of PVC clad 24-gauge galvanized metal.
10. Provide a two (2) year material and labor warranty for the work performed by Metalcrafts a Tecta America Company.
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**Notes and/or clarifications**

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**Scope of Work for Low Slope Roofing System on Area 5 – Approx. 240 SF:**



1. Provide all personnel, materials, and equipment to perform our scope of work, including setup, safety and hoisting.
2. Remove the existing roofing system and the existing metal deck. Only as much roofing will be removed that can be replaced in a days' time. Materials will be properly disposed of offsite.
3. Furnish and install new 22-gauge galvanized metal decking. The metal decking will be mechanically fastened to the existing bar joists.
4. Furnish and install new pressure treated lumber as perimeter edge nailers and raising curbs when necessary.
5. Furnish and install 2 layers of 2.2" polyisocyanurate roofing insulation to provide an insulation value of R-25. The rigid insulation will be mechanically fastened directly to the metal deck.
6. Furnish and install a new 1/4" taper system. The taper system will taper three directions and be mechanically fastened to the metal decking.
7. Furnish and install new 45 mil off-white PVC directly over the new polyisocyanurate roofing insulation. The new PVC will be adhered directly to the new rigid insulation.
8. Furnish and install new PVC accessories to create a watertight roofing system.
9. Fabricate and install 24-gauge pre-painted galvanized metal flashings. These flashings are to include new expansion joint cover, gutters and downspouts.
10. Fabricate and install new edge metal. The edge metal will be fabricated out of PVC clad 24-gauge galvanized metal.
11. Provide a two (2) year material and labor warranty for the work performed by Metalcrafts a Tecta America Company.
12. Provide a twenty-five (25) year Manufacturer's warranty for the work being performed by Metalcrafts a Tecta America Company.

**Notes and/or clarifications**

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2. We do not include any through wall, door or window flashings not directly related to the roofing scope of work.
3. We exclude anything that is not directly mentioned in the scope of work list above.

**Scope of Work for Low Slope Roofing System on Area 6 – Approx. 1,302 SF:**



1. Provide all personnel, materials, and equipment to perform our scope of work, including setup, safety and hoisting.
2. Remove the existing roofing system down to the existing deck. Only as much roofing will be removed that can be replaced in a days' time. Materials will be properly disposed of offsite.
3. Furnish and install new pressure treated lumber as perimeter edge nailers and raising curbs when necessary.
4. Furnish and install 2 layers of 2.2" polyisocyanurate roofing insulation to provide an insulation value of R-25. The rigid insulation will be mechanically fastened directly to the metal deck.
5. Furnish and install a new ¼" taper system. The taper system will taper three directions and be mechanically fastened to the metal decking.
6. Furnish and install new 45 mil off-white PVC directly over the new polyisocyanurate roofing insulation. The new PVC will be adhered directly to the new rigid insulation.
7. Furnish and install new PVC accessories to create a watertight roofing system.
8. Fabricate and install 24-gauge pre-painted galvanized metal flashings. These flashings are to include new expansion joint cover, gutters and downspouts.
9. Fabricate and install new edge metal. The edge metal will be fabricated out of PVC clad 24-gauge galvanized metal.
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Metalcrafts, a Tecta America Company proposes to perform this work for the lump sum amount of Two Hundred Eighty-Nine Thousand Five Hundred Fifty Dollars (\$289,550.00).

Due to high volatility in material prices, the price(s) stated in this proposal is/are valid only for contracts accepted and executed within 30 days of the date of this proposal.

Thank you for the opportunity to provide a proposal on this project. The Terms and Conditions provided are a part of this proposal and pertain to work performed by Metalcrafts, a Tecta America Company. If there are any questions concerning our proposal, description of work, or any other items, please don't hesitate to give us a call.

Best Regards,



Jason E. Lawrence  
Senior Project Estimator  
[jalawrence@tectaamerica.com](mailto:jalawrence@tectaamerica.com)

Accepted By:

Signature

Date

Printed Name



04-29 JOC Contract

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**Effingham County**

434 Wallace Dr.  
Springfield, GA 31329

**RE:** Central School 1/1a-6

**Date:** 04/21/2025

As per the request for pricing verification of the Metalcrafts, A Tecta America Company, LLC Project RQN# **2025-0093**, we have reviewed the necessary labor, materials, and equipment necessary to provide necessary tune-up at Central School 1/1a-6 located at 434 Wallace Dr., Springfield, GA 31329 per their proposal dated 4/18/2025 submitted by Jason Lawrence.

**Scope of Work for Low Slope Roofing System on Area 1/1a – Approx. 4,016 SF:**

1. Provide all personnel, materials, and equipment to perform our scope of work, including setup, safety and hoisting.
2. Remove the existing roofing system down to the Tectum deck. Only as much roofing will be removed that can be replaced in a days' time. Materials will be properly disposed of offsite.
3. Furnish and install new pressure treated lumber as perimeter edge nailers and raising curbs when necessary.
4. Furnish and install 2 layers of 2.2" polyisocyanurate roofing insulation to provide an insulation value of R-25. The rigid insulation will be adhered directly to the tectum deck utilizing low rise foam.
5. Furnish and install new ½" plywood to the sides of the parapet walls to provide a fresh substrate to adhere too.
6. Furnish and install new 45 mil off-white PVC directly over the new polyisocyanurate roofing insulation. The new PVC will be adhered directly to the new rigid insulation.
7. Furnish and install new PVC accessories to create a watertight roofing system.
8. Fabricate and install 24-gauge pre-painted galvanized metal flashings. These flashings are to include new coping, gutter, and downspouts.
9. Fabricate and install new edge metal. The edge metal will be fabricated out of PVC clad 24-gauge galvanized metal.
10. Provide a two (2) year material and labor warranty for the work performed by Metalcrafts a Tecta America Company.
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**Notes and/or clarifications**

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3. We exclude anything that is not directly mentioned in the scope of work list above.

**Low Slope Roofing System on Area 2:**

1. Provide all personnel, materials, and equipment to perform our scope of work, including setup, safety and hoisting.
2. Remove the existing roofing system down to the existing deck. Only as much roofing will be removed that can be replaced in a days' time. Materials will be properly disposed of offsite.
  - a. Metal Panels will need to be trimmed to allow for proper base flashing clearance.



3. Furnish and install new pressure treated lumber as perimeter edge nailers and raising curbs when necessary.
4. Furnish and install 2 layers of 2.2" polyisocyanurate roofing insulation to provide an insulation value of R-25. The rigid insulation will be mechanically fastened directly to the existing deck.
5. Furnish and install new 45 mil off-white PVC directly over the new polyisocyanurate roofing insulation. The new PVC will be adhered directly to the new rigid insulation.
6. Furnish and install new PVC accessories to create a watertight roofing system.
7. Fabricate and install 24-gauge pre-painted galvanized metal flashings. These flashings are to include new counter flashing, gutter, and downspouts.
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**Scope of Work for Low Slope Roofing System on Area 3 – Approx. 1,700 SF:**

1. Provide all personnel, materials, and equipment to perform our scope of work, including setup, safety and hoisting.
2. Remove the existing roofing system down to the existing deck. Only as much roofing will be removed that can be replaced in a days' time. Materials will be properly disposed of offsite.
3. Furnish and install new pressure treated lumber as perimeter edge nailers and raising curbs when necessary.
4. Furnish and install 2 layers of 2.2" polyisocyanurate roofing insulation to provide an insulation value of R-25. The rigid insulation will be mechanically fastened directly to the metal deck.
5. Furnish and install a new ¼" taper system. The taper system will be tapered towards all four sides and mechanically fastened to the metal decking.
6. Furnish and install new 45 mil off-white PVC directly over the new polyisocyanurate roofing insulation. The new PVC will be adhered directly to the new rigid insulation.
7. Furnish and install new PVC accessories to create a watertight roofing system.
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**Scope of Work for Low Slope Roofing System on Area 4 – Approx. 1,550 SF:**

1. Provide all personnel, materials, and equipment to perform our scope of work, including setup, safety and hoisting.
2. Remove the existing roofing system down to the existing deck. Only as much roofing will be removed that can be replaced in a days' time. Materials will be properly disposed of offsite.
3. Furnish and install new pressure treated lumber as perimeter edge nailers and raising curbs when necessary.
4. Furnish and install 2 layers of 2.2" polyisocyanurate roofing insulation to provide an insulation value of R-25. The rigid insulation will be mechanically fastened directly to the metal deck.
5. Furnish and install a new ¼" taper system. The taper system will drain as it currently does and will be mechanically fastened to the metal decking.
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**Scope of Work for Low Slope Roofing System on Area 5 – Approx. 240 SF:**

1. Provide all personnel, materials, and equipment to perform our scope of work, including setup, safety and hoisting.
2. Remove the existing roofing system and the existing metal deck. Only as much roofing will be removed that can be replaced in a days' time. Materials will be properly disposed of offsite.
3. Furnish and install new 22-gauge galvanized metal decking. The metal decking will be mechanically fastened to the existing bar joists.
4. Furnish and install new pressure treated lumber as perimeter edge nailers and raising curbs when necessary.
5. Furnish and install 2 layers of 2.2" polyisocyanurate roofing insulation to provide an insulation value of R-25. The rigid insulation will be mechanically fastened directly to the metal deck.
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8. Furnish and install new PVC accessories to create a watertight roofing system.
9. Fabricate and install 24-gauge pre-painted galvanized metal flashings. These flashings are to include new expansion joint cover, gutters and downspouts.
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**Scope of Work for Low Slope Roofing System on Area 6 – Approx. 1,302 SF:**

1. Provide all personnel, materials, and equipment to perform our scope of work, including setup, safety and hoisting.
2. Remove the existing roofing system down to the existing deck. Only as much roofing will be removed that can be replaced in a days' time. Materials will be properly disposed of offsite.
3. Furnish and install new pressure treated lumber as perimeter edge nailers and raising curbs when necessary.
4. Furnish and install 2 layers of 2.2" polyisocyanurate roofing insulation to provide an insulation value of R-25. The rigid insulation will be mechanically fastened directly to the metal deck.
5. Furnish and install a new ¼" taper system. The taper system will taper three directions and be mechanically fastened to the metal decking.
6. Furnish and install new 45 mil off-white PVC directly over the new polyisocyanurate roofing insulation. The new PVC will be adhered directly to the new rigid insulation.
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We reviewed the RS Means report of pricing review and compared them to the Omnia pricing as contracted with Metalcrafts, A Tecta America Company, LLC, Omnia Contract: OMNIA #04-29 plus any approved addendums. These line items are listed on the RS Means Summary Report dated 4/21/2025 as per attached.

As a result of our perusal, we have found the proposal consistent with our review and we recommend certifying the pricing in this proposal. If there are any further questions, please do not hesitate to contact me.

Sincerely,



**Andy Carr**

*National JOC/Cooperative Contracts Manager*

C: (708) 451-0743

O: (630) 423-5336

E: acarr@tectaaamerica.com

# METALCRAFTS

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## Terms & Conditions

**1. Nature of Work.** Tecta America shall furnish the labor and material to perform the work described herein or in the referenced contract documents. Tecta 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 Tecta, Customer warrants that they are sufficient and conform to all applicable laws and building codes. Tecta 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 Tecta from what is specified. Tecta 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 Tecta's roofing work is installed.

**2. Drainage.** Tecta shall not be liable for any claims or damages arising from or related to deficiencies in roof drainage. It is the Customer's responsibility prior to commencement of re-roofing to retain a licensed architect or mechanical engineer to determine and evaluate the drainage design and compliance with applicable plumbing codes, including potential need for additional drains, scuppers, or overflow drains. Tecta's work does not include evaluation of code compliance, existing drainage, proper location or size of roof drains, or adequacy of drainage. Tecta is not responsible for ponding.

**3. Deck.** Customer warrants that structures on which Tecta is to work are in sound condition and capable of withstanding roof construction, equipment and operations. Tecta's commencement of roof installation indicates only that Tecta has visually inspected the surface of the roof deck for visible defects. Tecta 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. Tecta is not responsible to test or assess moisture content of the deck or substrate.

**4. Asbestos and Toxic Materials.** This proposal is based on Tecta's not coming into contact with asbestos-containing or toxic materials ("ACM"). Tecta is not responsible for expenses, claims or damages arising out of the presence, disturbance or removal of ACM. Tecta shall be compensated for additional expenses resulting from the presence of ACM. Customer agrees to indemnify Tecta 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 thirty (30) days of submitted invoice for the Work. If completion of the Work extends beyond one month, Customer shall make monthly progress payments to Tecta by the due date listed on the invoice, for the value of Work completed during the preceding month, plus the value of materials suitably stored for the project (if any). All sums not paid when due shall earn interest at the rate of 1-1/2% per month or at such rate as permitted by law. Tecta shall be entitled to recover from Customer all costs of collection incurred by Tecta, including attorney's fees, resulting from Customer's failure to make proper payment when due. Tecta's 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 Tecta when due shall, in addition to all other rights, constitute a material breach of contract and shall entitle Tecta, at its discretion, to suspend all work and shipments, including furnishing warranty, until full payment is made. The time period in which Tecta 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 Tecta shall be increased by the amount of Tecta's reasonable costs of shut-down, delay and start-up.

**A.** If Tecta is delayed in the commencement or prosecution of the work for reasons beyond the Contractor's control, Tecta shall be granted reasonable additional time and a potential equitable adjustment. Causes beyond Tecta's control include effects resulting from the Coronavirus pandemic, quarantines, disruption in supply chains, unusual delay in materials or equipment, adverse weather conditions, unavoidable casualties, flood, fire and changes in the Work.

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

**8. Additional Insured.** If Customer requires and Tecta agrees to make Customer or others additional insureds on Tecta's liability insurance policy, Customer and Tecta 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 Tecta and is not intended to make Tecta's 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, dust, debris or fireproofing to fall into the interior. Customer agrees to remove or protect property directly below the roof in order to minimize potential interior damage. Tecta 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 Tecta harmless from claims of tenants who were not so notified and did not provide protection.

**10. Fireproofing.** Roofing contractor is not liable for fireproofing that may detach, fall or spall from the underside of the roof deck or structural members during roofing operations, including costs of clean-up and replacement of fireproofing.

**11. 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 unit price basis as an extra unless specifically included in the scope of work. When re-roofing over an existing roof, replacement of visible wet or deteriorated insulation shall be an extra or billed at unit prices unless otherwise stated on the face of this proposal. Unforeseen conditions that may affect the work will be reported to Owner and authorization requested prior to permanent repairs being performed.

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

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

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

**15. 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.

**16. 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 Tecta. 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 Tecta harmless from claims from third parties relating to fumes and odors that are emitted during the normal roofing process.

**17. 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 Tecta. 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 Tecta, upon submittal of written documentation and advance notice.

**18. Back charges** No back charges or claims for payment of services rendered or materials and equipment furnished by Customer to Tecta shall be valid unless previously authorized in writing by Tecta and unless written notice is given to Tecta within five (5) days of the event, act or omission which is the basis of the back charge.

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

**20. Conduit and Materials Attached to Deck.** Tecta'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 Tecta will be installing the new roof. Tecta 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.

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

**22. Warranty.** New roofing and re-roofing work will be warranted by Tecta in accordance with its standard warranty, which is made a part of this proposal and contract and incorporated by reference. Service work will not include any warranty unless stated in the proposal. A facsimile of Tecta's standard warranty is attached or, if not, will be furnished upon request. Tecta 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 Tecta. 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 materials.

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

**24. Mold.** Tecta 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 Tecta if Owner believes there are roof leaks, to correct the condition. Upon receiving notice, Tecta will make roof repairs. Owner is responsible for monitoring any leak areas and for indoor air quality. Tecta is not responsible for mold or indoor air quality. Owner shall hold harmless and indemnify Tecta 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.

**25. Material References.** Tecta 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.

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

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



## SEAMAN CORPORATION COMMERCIAL BUILDING MEMBRANE WARRANTY With Extension Option

WARRANTY SERIAL No.: \_\_\_\_\_

WARRANTED FiberTite Membrane AREA: \_\_\_\_\_ sq. ft.

EFFECTIVE DATE: \_\_\_\_\_

EXPIRATION DATE: \_\_\_\_\_

Building Owner: \_\_\_\_\_

Building Owner Address: \_\_\_\_\_

Building / Area Section Name: \_\_\_\_\_

Building Address: \_\_\_\_\_

SEAMAN CORPORATION ("Seaman Corp.") warrants to the Owner named above ("Owner") of the building described above (the Building) that, subject to the Terms & Conditions set forth below, for a period of **20** years commencing with the Effective Date listed above, the FiberTite® membrane ("membrane") to be in accordance with Seaman Corp. published product specifications and free from membrane defects in components and manufacturing which would affect performance. The obligation of Seaman Corporation under this warranty is limited to, at its option, allowance for credit, repair, or replacement, of the membrane which may prove defective within the warranty period under normal use and service as described herein.

In the 19<sup>th</sup> year, and not less than six (6) months prior to the Expiration Date of the Warranty, the building owner has the option to request an extension of the warranty for up to an additional ten (10) years. The warranty extension is dependent on acceptability of the membrane per the Terms & Conditions of the Warranty, including adherence to the Care & Maintenance guidelines, as determined by an Inspection by Seaman Corp. and payment of warranty fees applicable at that time.

### Terms & Conditions

1. Owner shall give Seaman Corp. written notice not more than thirty (30) days after discovery of any defect in the membrane or within thirty (30) days after Owner should have discovered such defect in the exercise of reasonable inspections of the membrane. Notice shall be provided by Owner to Seaman Corp. through Seaman Corp's Online Service Request Form or in writing directed to Seaman Corp. at its corporate headquarters, to the attention of "Warranty Department." By giving such notice Owner authorizes Seaman Corp. or its agents to inspect the membrane. Seaman Corp. shall have no obligation under this warranty if Owner fails to give timely notice as required by this Section 1.
2. Owner shall give or cause to be granted to Seaman Corp. free access to the membrane during regular business hours to inspect the membrane, and remove samples as necessary for analysis. The Owner shall indemnify and hold Seaman Corp. harmless for any damages or costs incurred by Seaman Corp. or its agents due to access delays as a result of security or other restrictions. Should the membrane be concealed with an overburden; i.e., garden roof, paving blocks, decking, etc., Owner shall be responsible for all costs necessary to expose the membrane for inspection, taking of samples, and/or repair.
3. If, after its inspection and analysis of samples, Seaman Corp. determines in good faith that the defect is a result of defective components or manufacturing of the membrane, Seaman Corp. will provide, at its option, for credit allowance, repair, or replacement, of the membrane, based upon the original sales price to the customer.
4. If, after its inspection, Seaman Corp. determines in good faith that the cause of the defect is outside of the scope of this warranty, Owner shall pay for Seaman Corp.'s investigation and inspection costs, and Seaman Corp. shall advise Owner of what Seaman Corp. reasonably considers the work necessary to cause any remaining portions of this warranty to remain effective. This warranty shall automatically terminate if Owner fails to promptly make or cause to be made any such repairs or fails to pay such investigation and inspection costs.
5. Seaman Corp. shall have no obligation under this warranty unless and until all invoices for or otherwise relating to the membrane including without limitation materials, installation services, and supplies have been paid in full to Seaman Corp.
6. This warranty shall not be applicable to nor shall Seaman Corp. be responsible for damage, or loss caused in whole or in part by: (a) natural disasters, including without limitation, earthquakes, hurricanes, tornadoes, winds, hail, and lightning, which damages the membrane, (b) acts of war or terrorism, civil disobedience, vandalism, animals, or insects which damage the membrane, (c) negligence or failure of Owner to properly maintain the Membrane including without limitation, failure of Owner to maintain the membrane in accordance with the Care & Maintenance Guidelines, (d) any chemical contaminants injurious to the membrane that have not been specifically approved by Seaman Corp., (e) traffic or storage of materials on the membrane, (f) acts of negligence or misuse by Owner or any other party, (g) the construction or design of the Building or its components, (h) a change in the use of the Building, and/or (i) loss of integrity of the Building envelope and/or structure.
7. Seaman Corp. shall not be responsible for the cleanliness, discoloration, or change in visual appearance of the membrane caused by environmental conditions including, but not limited to, accumulation or streaking of dirt, pollutants or other airborne materials deposited on the membrane from the atmosphere, or biological agents, or from any bleed-through from which the materials the membrane was applied, or any change in color of the membrane, including but not limited to fading.
8. Rights under this warranty may be transferable by Owner to a third party only with the prior written consent of Seaman Corp. and the payment of the then-current transfer fees, inspections services and subsequent repair of the membrane, if necessary, by the Owner. Any purported transfer in violation of this Section shall be null and void.



**SEAMAN CORPORATION COMMERCIAL BUILDING MEMBRANE WARRANTY  
With Extension Option**

**9.** Failure by Seaman Corp. to enforce any of the terms or conditions in this warranty shall not be interpreted to be a waiver of any terms and conditions of this warranty. If any portion of this warranty is unenforceable under applicable law, such portion shall be deemed reformed or deleted, but only to the extent necessary to comply with such law, and the remaining provisions shall remain in full force and effect. This warranty may be amended only by a writing signed by authorized representatives of both parties.

**10.** This warranty shall be construed in accordance with, and shall be governed by, the laws of the State of Ohio without reference to its conflict of law principles and Owner agrees to submit to the exclusive jurisdiction of the appropriate state court within Wayne County, Ohio and/or the Federal Court of the Northern District of Ohio for purpose of resolving any dispute or claim arising in connection with this warranty.

EXCEPT AS SET FORTH ABOVE, SEAMAN CORP. MAKES NO REPRESENTATIONS AND WARRANTIES WHATSOEVER AND SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES OR GUARANTEES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY. NO WARRANTIES OR REPRESENTATIONS AT ANY TIME MADE BY ANY EMPLOYEE OR REPRESENTATIVE OF SEAMAN CORP. SHALL BE EFFECTIVE TO VARY OR EXPAND THE ABOVE EXPRESS WARRANTY OR ANY OTHER TERMS HEREOF. IN THE EVENT AN EXPRESS OR IMPLIED WARRANTY IS REQUIRED BY LAW DESPITE THIS DISCLAIMER, THE OWNER AGREES THAT SUCH WARRANTY AND REMEDIES FOR THE BREACH OF SUCH WARRANTY SHALL BE EXPRESSLY LIMITED TO THE TERMS OF THE WARRANTY SET FORTH ABOVE. OWNER AGREES THAT SEAMAN CORP'S OBLIGATION TO REPAIR OR REPLACE THE UNDER THE TERMS OF THE WARRANTY SET FORTH ABOVE SHALL BE OWNER'S SOLE AND EXCLUSIVE REMEDY FOR ALL LEAKS AND ALL DEFECTS IN MATERIAL. SEAMAN CORP. SHALL NOT BE LIABLE TO OWNER OR ANY OTHER PERSON OR ENTITY FOR ANY INCIDENTAL, SPECIAL, EXCEPTIONAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, DAMAGES TO OTHER COMPONENTS OF THE ROOF, THE BUILDING OR THE CONTENTS OF THE BUILDING, OR FOR LOSS OF REVENUE OR PROFITS, LABOR COSTS, DOWNTIME, LOSS OF DATA, OR DIMINUTION IN VALUE, WHETHER BASED IN CONTRACT, TORT, WARRANTY, STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, REGARDLESS OF WHETHER SUCH DAMAGES AND/OR LOSS WERE FORESEEABLE AND WHETHER OR NOT SEAMAN CORP. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND/OR LOSS, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. Seaman Corp. does not take any responsibility for the analysis of the architecture or engineering required to evaluate the type of FiberTite membrane which is appropriate for the Building. Any FiberTite membrane used for personal, family or household purposes IS NOT WARRANTED HEREUNDER.

**Seaman Corporation  
1000 Venture Blvd., Wooster, OH 44691**

By: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_



**SEAMAN CORPORATION COMMERCIAL BUILDING MEMBRANE WARRANTY**  
**With Extension Option**  
**Care & Maintenance Guidelines**

To maintain optimum performance of the FiberTite membrane ("membrane") and maintain the Warranty, Owner must comply with the following Care & Maintenance Guidelines:

1. Perform bi-annual inspections of the membrane in the spring and fall of the year, as well as immediately following any significant weather events, to ensure the membrane is free of damage or any conditions that may cause damage to the membrane, i.e. check for punctures or tears, and / or the presence of sharp objects and debris.
2. Establish and maintain a policy of restricting unauthorized people from access onto to membrane.
  - a. It is suggested to post the YELLOW precautionary label provided with your Warranty to access locations. These labels provide cautionary information to protect both the membrane and individual safety.
  - b. Installation of walkway and protection pads are recommended where significant foot traffic may occur, or where equipment requires frequent servicing access.
3. Consider the membrane when new products and/or processes are added to the building operation that may cause chemical contaminant venting onto the roof. Following is a list of chemicals that can cause harm to the membrane, especially if exposed for several months (Note - Chemicals below are not an exhaustive list):

Acetic Acid  
Benzene  
Ethyl Acetate  
Methyl Ethyl Ketone (MEK)  
Phenol  
Solvent Degreasers

Aromatic Hydrocarbons  
Clorox  
Furfural  
Nitric Acid  
Phosphoric Acid 75%  
Toluene

Asphalt Materials  
Cooking Oil above 140°F  
Gasoline  
Paint Thinners  
Phthalate Plasticizer Above 100°F  
Xylene

4. If the building use purpose changes - Consider the compatibility with the membrane.
5. Contact FiberTite Technical Service Department for questions about your maintaining the FiberTite membrane.

Seaman Corporation  
1000 Venture Blvd.  
Wooster, Ohio, 44691  
800/927-8578

[www.fibertite.com](http://www.fibertite.com)  
[www.seamancorp.com](http://www.seamancorp.com)