

# CONSTRUCTION CONTRACT

This Construction Contract (hereinafter the "Contract") is hereby made on the 9th day of October, 2024, by and between Muskogee County (hereinafter "Client") and Anytime Roofing, Inc. (hereinafter "Contractor"), collectively referred to herein as the "Parties."

## ARTICLE I

### ENGAGEMENT/DESCRIPTION OF THE WORK

A. Contractor shall provide the following construction services at 2950 N 32<sup>nd</sup> St Muskogee OK          (the "Project"):

Remove existing low slope roof down to concrete deck. Install new 60Mil TPO over 3" poly ISO, tapered ISO, all through roof penetrations, roof to wall flashing, counter flashing.

B. Client engages Contractor and Contractor agrees to provide to Client all necessary services, materials, and labor necessary for the completion of the Project including, but not limited to, all building and construction materials, requisite labor and site security, and all necessary tools and machinery needed for project completion. All construction materials should be new and of the highest quality.

## ARTICLE II

### SCHEDULE AND TIME OF PERFORMANCE

A. Contractor will begin work approximately TBA, 2024. Contractor will complete the work of the contract within seven (7) days, weather permitting.

B. In the event that Client and Contractor agree on changes to the Project after this Contract is executed, the Parties will agree to new time deadlines that are reasonable in light of the modifications.

## ARTICLE III

### PAYMENT SCHEDULE

A. In consideration of the performance of this Contract, Client agrees to pay Contractor the sum of \$ 22,000 (Twenty-Two Thousand dollars) on the following payment schedule for the services.

B. Contractor shall be paid as follows: Net 30

## CHANGES TO THE WORK

- A. All changes or modifications to the work ordered by Client must be made in writing, with appropriate adjustments made to the total payment and payment schedule. The approval of both Parties shall be required for substantial project changes such as the date of completion, project price, and substantive modifications to the project itself, and notification of these changes must be made in a timely manner.
- B. If these changes should require additional expense to Contractor, Contractor must make a claim for increase in payment, in writing, to Client, in a timely manner. Client must approve this claim for increase in writing prior to any changes to the work, project, or schedule.

## ARTICLE IV DELAYS

- A. If Contractor is delayed from completing required work due to unavoidable casualties, Client shall grant Contractor an extension for the completion of work equal to the delay. Unavoidable casualties include, but are not limited to, fire, flood or natural disasters, delayed acquisition of materials or material delivery, and negligence on the part of Client.
- B. In the event of unavoidable casualties, Contractor shall properly document both the event and the impact of that event on project completion. Documentation shall be presented to Client in a timely manner.

## ARTICLE V RIGHT TO STOP WORK

- A. If Contractor fails to correct defective work or persistently fails to supply materials or equipment in accordance with the Contract Documents, Client may order Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated.

## ARTICLE VI ACCESS AND CONDITION OF PREMISES

- A. Free access to the work and project site shall be granted by Contractor to Client, the designated agents of Client, and all necessary public authorities.
- B. Contractor agrees to keep the premises clean and orderly. Contractor shall remove all debris as needed during the hours of work in order to maintain work conditions free of health or safety hazards.

**ARTICLE VII**  
**WORK PERFORMANCE AND WORK QUALITY**

A. Contractor shall conduct its activities in a professional manner and adhere to the reasonable wishes of Client in relation to its working schedule. Additionally, Contractor's work shall adhere to and be in compliance with both the Standard Practices of the Trades and any relevant Manufacturers Specifications.

B. Contractor shall protect all work adjacent to the Project site from any damage resulting from the work of Contractor and shall repair or replace any damaged work at its own expense. Contractor shall take all precautions to protect persons from injury and unnecessary interference or inconvenience.

**ARTICLE VIII**  
**WARRANTY**

A. Contractor hereby warrants that the work performed and the Project completed will meet the standards set forth and agreed upon by the Parties. Upon full payment of the contract price, Contractor agrees to fix and otherwise remedy any workmanship defects found by Client in the work within two (2) years after the date of final completion at Contractor's own cost. Contractor is not responsible for normal wear and tear or damage caused by other contractors.

B. Contractor is only responsible for damage resulting to the Project from negligence, dangerous activities, intentional disregard of professional standards of care normally exercised within the industry, or breach of any governmental statute, ordinance, local rule, or law.

**ARTICLE IX**  
**LICENSES AND PERMITS**

A. Contractor will be responsible for obtaining the necessary permits and licenses to fulfill the services specified in this Contract.

**ARTICLE X**  
**FINES**

A. Contractor is responsible for maintaining proper work, safety, and environmental protection standards. Contractor agrees to hold Client harmless for all fines from federal, state, or local agencies and regulators. Contractor will work in compliance with all standards required by the EPA, OSHA, and other applicable federal agencies. Contractor will be responsible for paying all fines and judgments levied by these agencies resultant from the performance of this Contract.

**ARTICLE XI**  
RELATIONSHIP OF PARTIES

A. The relationship created between the Parties shall be limited to that of independent contractors. Neither party shall undertake any actions that would imply or seek to establish, any partnership, ownership, employment, joint venture, or trust relationship between the Parties, except by amendment to this Contract.

**ARTICLE XII**  
GENERAL

A. Both Parties are expressly prohibited from assigning this Contract or any rights or interest flowing therefrom. Assignment will only occur with the express written consent of both Parties.

B. This Contract contains the entire agreement and understanding between the Parties and supersedes any prior or contemporaneous written or oral Contracts, representations, and warranties between them respecting the subject matter of this Contract.

C. This Contract will be interpreted and enforced under the laws of the State of Oklahoma, without regard to conflict of laws.

IN WITNESS WHEREOF, the Parties hereto execute this Contract:

**CLIENT**

**CONTRACTOR**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Name and Title

OK License Number: 80003528  
Commercially Endorsed #80005969

15<sup>th</sup> day of Oct 2021  
Chairman \_\_\_\_\_  
Member \_\_\_\_\_  
Member \_\_\_\_\_  
Attest \_\_\_\_\_  
County Clerk





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/21/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ANYTIME INSURANCE INC. 2317 HOLLY ROAD CLAREMORE, OK 74017	CONTACT NAME: Tony Atzbach	FAX (AGC. No.):
	PHONE (AGC. No. Ext): 918-663-3828	
	ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Anytime Roofing Inc 15609 N 137th E Ave Collinsville, OK 74021	INSURER A: CompSource Mutual Insurance Company	36188
	INSURER B: MESA UNDERWRITER SPECIALTY INS. CO	
	INSURER C: Progressive Insurance	
	INSURER D: Nautilus Insurance Company	
	INSURER E:	
	INSURER F:	

COVERAGES                      CERTIFICATE NUMBER:                      REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR. LTR.	TYPE OF INSURANCE	ADJ. SUBR. (INSR. W/O)	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL. AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		MP003500800011401	11/02/2023	11/02/2024	EACH OCCURRENCE \$ 1,000,000.00 DAMAGE TO RENTED PREMISES (Excess/occurrence) \$ 100,000.00 MED EXP (Any one person) \$ 5,000.00 PERSONAL & ADV INJURY \$ 1,000,000.00 GENERAL AGGREGATE \$ 2,000,000.00 PRODUCTS - COM/OP AGG \$ 2,000,000.00 \$
C	AUTOMOBILE LIABILITY ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY		03952895	08/20/2024	8/20/2025	COORDINATED SINGLE LIMIT (Ea accident) \$ 1,000,000.00 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		AN1314131	5/19/2024	11/02/2024	EACH OCCURRENCE \$ 4,000,000.00 AGGREGATE \$ 4,000,000.00 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	03229253 21 1	05/01/2024	05/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000.00 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000.00 E.L. DISEASE - POLICY LIMIT \$ 1,000,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101. Additional Remarks Schedule may be attached if more space is required)

### CERTIFICATE HOLDER

### CANCELLATION

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

**ROOFING REGISTRATION**

**ANYTIME ROOFING  
TONY ATZBACH**

**OK ROOFING REG. NO. 80005969  
EXPIRES 09/30/2025  
COMMERCIAL ENDORSEMENT**



# Tedder's Roofing

709 N. 41st St. E.  
Muskogee, OK 74403

Cell:

918-504-2444 - Scott  
918-577-7622 - Chris

**45 Years Experience**

Date 9-25-24

Name: CITY OF MUSKOGEE

Home # 918-990-4078

Address: 400 W BROADWAY

Work # — LORI DEERINGWATER

City, State, Zip MUSKOGEE, OK

Proposal# \_\_\_\_\_

Existing Roof FLAT

Proposed Roofing To Be Installed ① REMOVE EXISTING FLAT ROOF

② INSTALL 115 MIL FLEECEBACK TPO ③ TURN BAR

PERIMETER ④ INSTALL NEW CAP METAL

⑤ CLEAN & HAUL OFF TRASH

5 Year Warranty Against Leakage  
Due to Defects in Workmanship

20 Year Warranty Against Defect in  
Mat to be Provided by Product Manufacturer

**Services Included:**

- All Roofs Installed With Nails
- We Protect All Landscape
- Clean Gutters, Paint All Vent Pipe
- Magnet Sweep Lawn & Drive For Nails

**Additional Services:**

**Rotted Deck Replacement If Needed**

Plywood	\$ _____	Per Sheet
1" x 8"	\$ _____	Per Foot
Turbins	\$ _____	Each
Static Vents	\$ _____	Each

Comments: \_\_\_\_\_

TOTAL PRICE: \$22,000.00

300 day of Sept 2024

Chairman Ky D

Member Lena

Member \_\_\_\_\_

Attest [Signature]

County Clerk

We hereby propose to furnish all labor and mat, complete in accordance with the above specifications for the sum of  
\$ 22,000.00 dollars, with payments made as follows:

**Acceptance of Proposal**

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

Signature \_\_\_\_\_

Accepted Date \_\_\_\_\_

*Insured For Your Protection*

Authorized Signature \_\_\_\_\_

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 Tecta, upon submittal of written documentation and advance notice.

18. **Backcharges.** No backcharges 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 backcharge.

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 Tecta 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. 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 material.

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 factors 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 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.

28. **Payment Term.** 50% deposit and 50% due upon completion of project unless standard AIA document.

\_\_\_\_\_  
Company Authorized Signature \_\_\_\_\_  
Date

\_\_\_\_\_  
Customer Signature \_\_\_\_\_  
Date

day of \_\_\_\_\_ 20\_\_\_\_

~~Chairman \_\_\_\_\_~~  
~~Member \_\_\_\_\_~~  
~~Member \_\_\_\_\_~~  
~~Attest \_\_\_\_\_~~  
County Clerk





**Tecta America Oklahoma, LLC DBA**  
**Exterior Solutions by Craig's Roofing**  
 3143 N. 32nd St  
 Muskogee, Ok 74401  
 Phone: (918) 683-3695

Fax: (918) 683-0041

**Company Representative**  
 Alan Lewis  
 Phone: (918) 639-5706  
 alewis@tectaaamerica.com

ACCO Member

Material and labor will be provided for the installation of the following:

- \*Clean roof area
- \*Install 1/2"HD insulation coverboard (mechanically fastened)
- \*Install 7/16" OSB on walls for TPO adhered installation (mechanically fastened)
- \*Install new wall sleeves at drainage areas
- \*Install 60 mil. TPO roofing system (Mechanically fastened)
- \*Job debris will be disposed of

**NORBERTO GARCIA**  
**COUNTY COURTHOUSE**  
 400 West Broadway Street  
 Muskogee, OK 74401  
 (918) 617-0865

# New Roof to Sky-bridge N. Upper End

09/25/2024

Job: NORBERTO GARCIA

## Roof Replace Material

The TPO Roofing System consists of the TPO membrane, fasteners, corners, parapets, stacks, curb flashings, vents, and other related TPO approved products necessary for the proper and warrantable installation of the Roofing System. Material and 2 year labor warranty.

## Roof Replace Insulation and Coverboard

## Roof Replace Fasteners

## Roof Replace Labor

## Roof Replace Safety and Equipment

**TOTAL** **\$14,428.39**

### TERMS AND CONDITIONS

1. **Nature of Work.** Tecta America Oklahoma, LLC. 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 ten (10) days of substantial completion of the Work. If completion of the Work extends beyond one month, Customer shall make monthly progress payments to Tecta by the fifth (5th) day of the month for the value of Work completed during the preceding month, plus the value of materials suitably stored for the project. All sums not paid when due shall earn interest at the rate of 1-1/2% per month or at such rate as permitted by Illinois 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.** Tecta 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 or 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, epidemics, government shutdowns, change in law, 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

**Vendor Quote Sheet**

Department		Date		Buyer obtaining quote		
Maintenance		9/27/2024		Norberto Garcia		
Vendor		Description		Unit	Price	Total
Representative	Roughneck Roofing	Cut out existing roof in a 9x9 spot on the bottom down to the decking. Cut halfway up the wall on 3 sides. Install new roll roofing material on the floor and the walls. We will then coat the material with a silicone based coating. This will create positive water shed towards the scuppers and out of the roof.		1		\$5,300.00
Phone or email	Reno Kincy (479)629-5756					
Quote expiration date						
Delivery date						
PO number						
Requisition number						
Vendor	TectaAmericaOklahoma,LL C.	New Roof to Sky-Bridge N.Upper End clean roof area install 1/2" HD insulation coverboard, install 7/16 OSB on walls for TPO adhered installation, install new wall sleeved at drainage arears, install 60 MIL TPO roofing system, job debris will be disposed of. Material and 2 year labor warranty		1		\$14,428.39
Representative	Alan Lewis (918)683-3695					
Quote expiration date						
Delivery date						
PO number						
Requisition number						
Vendor	Tedder Roofing	Remove existing flat roof, install 115 MIL fleeceback TPO, turn bar parimeter, install new cap metal, clean & haul off trash. 5 year warranty against leakage due to defects in workmanship. 20 year warranty against defect in mat to be provided by product manufacturer.		1		\$22,000.00
Representative	Chris Richards (918)577-7622					
Quote expiration date						
Delivery date						
PO number						
Requisition number						