



NORTH FACE ROOFING, INC.

3320 Saddleback Road
Park City, UT 84098
435-214-7656 / Fax 435-214-7651

PROPOSAL

Date: 6/22/2023
To: Mark Huber
Aspen Group
Job Name: Sommet Blanc

We hereby submit a proposal for the following scope of work to include –

SOPREMA SBS ROOFING (At high roof sloped roof, top of mechanical tower areas and lower large sunshade canopy building A)

- *Install R-30 ISO rigid insulation – adhered to concrete deck*
- *Install ½” primed gyp roof board - adhered*
- *Install 2 plies of SBS base sheet – adhered in cold adhesive*
- *Install pre-finished 24 ga edge metal at outer roof perimeter*
- *Install gravel cover ballast in cold adhesive*
- *Provide manufacturer’s 20-year NDL warranty*
- *Provide North Face Roofing, Inc. 2-year workmanship warranty*

FLAT AREA WATERPOOFING (See attached areas plan)
SOPREMA LM-BARR SYSTEM

- *Install base layer of Colphene LM BARR @ 4 gal per sq coverage*
- *Install polyfleece membrane*
- *Install top layer of Colphene LM bar BARR @ 4 gal per sq coverage*
- *Install Colphene Sanded SBS protection sheet over LM Barr assembly*
- *Flash drains, walls, edges as required*
- *Provide manufacturer’s 20-year NDL warranty*
- *Provide North Face Roofing, Inc. 2-year workmanship warranty*

Total: \$2,114,300

Pricing subject to change based on revised scopes or project details

This quote is based on the above outlined systems which are variances from the original specifications and plans

****NOTE: DUE TO MATERIAL PRICE VOLATILITY AT THIS TIME, ANY VERIFIED MATERIAL PRICE INCREASES WOULD BE AN ADDITIONAL COST***

EXCLUSIONS/CONDITIONS TO BID: Snow Removal and weather protection, framing, blocking, excludes full taper insulation – assumed roof decks are sloped, drainage boards and above water-proofing insulation, all sheet metal flashings except for PVC coated metal as noted above, repair of damaged

roofing/water-proofing, above roof vegetation, ballast, pavers, etc. If ribs required on single-ply, this would be an additional cost

- ***GC to provide crane to lift materials onto roof***
- ***Bulk of retainage to be paid within 180 days of our work being substantially completed – cost of \$10,000 per month beyond the 180 days to be added to the contract price***

To ensure our ability to furnish the work identified for the price provided herein, this proposal is subject to prompt acceptance and may be withdrawn by us if not accepted within 30 days.

- All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices, tolerances for uniformity, color, variation, thickness, size, weight, finish and texture. Specified quantities are intended to represent an average over the entire scope of work.
- Any alteration or deviation from above specifications involving extra costs will be executed only upon written change orders, and will become an extra charge over and above the estimate.
- We are covered by general liability insurance and our workers are covered by worker's compensation insurance.

This proposal is expressly limited and subject to all the terms and conditions stated below and with acceptance of this proposal it is agreed that upon execution of any resulting contract, the following terms are herein accepted and agreed to:

1. Approval by North Face Roofing, Inc. of Customer's credit which shall not be unreasonably withheld.
2. North Face Roofing, Inc. has devoted time, money and resources toward preparing this bid in exchange for Customer's express agreement that the parties shall have a binding contract consistent with the terms of this bid proposal and Customer unconditionally and irrevocably accepts this bid proposal if it (A) in any way uses or relies on the bid proposal or information herein to prepare "Customer's bid" for the project at issue and Customer is awarded a contract for the work; or (B) divulges the bid or any information therein to others competing with North Face Roofing, Inc. for the work.
3. Asking or allowing the North Face Roofing, Inc. to commence work, procuring materials, or otherwise make preparations for work, will constitute acceptance by Customer of this bid proposal. North Face Roofing, Inc. and **Customer will execute either a Consensus DOCS 750 (2017) or a Consensus DOCS 751 (2017) subcontract form to memorialize their agreement**, supplemented and modified as provided by this bid proposal which shall be incorporated by reference into the final subcontract. In the event of any conflict between the terms of this bid proposal and any other documents stating terms of the final subcontract, this bid proposal shall govern. Other contracts, other than the Consensus DOCS 750 / 751 may be acceptable, however the Customer would be required to pay for any costs over and above the quoted price incurred for any legal review and negotiation required. If in the event a contract is not executed, the terms of the Consensus Docs 750 (2017) will govern, subject to the terms and conditions of this bid proposal.
4. A change in the price of an item of material of more than 5% between the date of this bid proposal and the date of installation shall warrant an equitable adjustment in the subcontract price.
5. North Face Roofing, Inc. will not be required to name additional insureds to its general liability insurance policy, nor to waive subrogation for claims covered by workers' compensation or commercial general liability or auto liability insurance. North Face Roofing, Inc. shall maintain insurance with coverage and limits only as provided by North Face Roofing, Inc.'s existing insurance program evidenced by its certificate of insurance available on request. Any naming of others as additional insureds is intended to apply only to the extent that a negligent act or omission by North Face Roofing, Inc. causes a claim to be asserted or a loss to be sustained by the Additional Insured. The additional insured endorsement is not intended and shall not be construed to cause North Face Roofing, Inc. or its insurer to be liable either to defend or to indemnify the Additional Insured for claims against or losses sustained by the Additional Insured that are not due to the fault of North Face Roofing, Inc. North Face Roofing, Inc. will be indemnified and held harmless to the full extent of the law against any liability in any respect for any damage to the building or any components or contents thereof, including mold, mildew or interruption in the use of the building or personal injury claims resulting from alleged mold growth, including claims brought by any third parties.
6. Customer shall purchase and maintain builder's risk and property insurance, including the labor and materials furnished by North Face Roofing, Inc., covering fire, windstorm, extended coverage, malicious mischief, vandalism and theft on the premises to protect against loss or damage to materials and in-place work until the project is completed and accepted by the Owner.

7. North Face Roofing, Inc.'s schedule of values shall be used to determine progress payments. All sums not paid when due shall bear interest at the rate of 1½ % per month from due date until paid or the maximum rate permitted by law whichever is less; and all costs of collection, including a reasonable attorney's fee, shall be paid by Customer. North Face Roofing, Inc. shall not be required to continue work if not paid.
8. The proper venue to resolve any disputes arising under the subcontract shall be the place where the project is located, and the laws of said place shall govern all such disputes.
9. North Face Roofing, Inc. shall be entitled to equitable adjustments of the contract price, including but not limited to any increased costs of labor, supervision, equipment or materials, and reasonable overhead and profit, for any modification of the project schedule differing from the bid schedule, and for any other delays, acceleration, out-of-sequence work and schedule changes beyond its reasonable control, including but not limited to those caused by labor unrest, fires, floods, acts of nature or government, wars, embargos, vendor priorities and allocations, transportation delays, suspension of work for non-payment or as ordered by Customer, or other delays caused by Customer or others. Should work be delayed by any of the aforementioned causes for a period exceeding ninety (90) days, North Face Roofing, Inc. shall be entitled to terminate the subcontract. North Face Roofing, Inc. change proposals must be processed in not more than (thirty) 30 days or as otherwise indicated on the change proposal.
10. THE EXPRESS WARRANTIES SET FORTH IN THE SUBCONTRACT DOCUMENTS ARE PROVIDED IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY NORTH FACE ROOFING, INC.. North Face Roofing, Inc. is not responsible for special, incidental or consequential damages, and North Face Roofing, Inc.'s liability for delay damages shall not exceed 5% of the original subcontract amount. North Face Roofing, Inc. is not responsible for damage to its work by other parties, and any repair work necessitated by such damage is extra work. All materials shall be furnished in accordance with the respective industry tolerance of color variation, thickness, size, finish, texture and performance standards. All warranty claims must be received by North Face Roofing, Inc. not more than one (1) year after completion of North Face Roofing, Inc.'s work, and North Face Roofing, Inc. must be provided a reasonable opportunity to inspect and make corrections, or such warranty claims are barred.
11. Except as specifically required by the work and specifications included in this bid proposal, Customer shall furnish all temporary site facilities, including but not limited to site access, storage space, hoisting facilities, guard rails, covers for floor, roof and wall openings, security, parking, safety orientation, break and lunch facilities, toilet and wash facilities, drinking water and other water facilities, electrical service, telecommunication service, lighting, heat, ventilation, weather protection, fire protection, and trash and recycling services.
12. North Face Roofing, Inc. shall not participate in a consolidated insurance program ("wrap-up") unless the first page of this bid proposal indicates that North Face Roofing, Inc. shall participate subject to the ASA Wrap-Up Insurance Bid Conditions (2017).
13. Regardless of any language to the contrary contained in a waiver, waivers of lien or bond rights shall exclude retainage, unbilled changes, billed and unpaid changes, and claims which have been asserted in writing or which have not yet become known to North Face Roofing, Inc., and shall either apply only through the date of work for which North Face Roofing, Inc. has been paid in full, or shall be conditional upon receipt of funds to North Face Roofing, Inc.'s account.
14. Commencement of any installation by North Face Roofing, Inc. indicates only that North Face Roofing, Inc. has visually inspected the surface for visible defects. North Face Roofing, Inc. is not responsible for the structural sufficiency, quality of construction, undulations, fastening or moisture content of the substrate or other trades' work or design and their effect on North Face Roofing, Inc.'s scope or materials.
15. North Face Roofing is not responsible for condensation, moisture migration from the building interior or other building components, location or size of drains, adequacy of drainage or ponding water on the roof due to deck or structural conditions.
16. If Owner, Architect, Construction Manager or General Contractor intends to retain a consultant or observer to monitor or evaluate North Face Roofing, Inc.'s work during construction, North Face Roofing, Inc. shall be advised prior to execution of the resulting contract. If the roof monitor has concerns regarding execution or quality of the work being performed by North Face Roofing, Inc., those concerns should be promptly communicated to North Face Roofing, Inc. so that all such concerns can be discussed and addressed in a timely manner. North Face Roofing, Inc. shall be provided with copies of daily, weekly or other reports issued by such consultant or monitor as they are prepared and issued.
17. North Face Roofing, Inc. 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, North Face Roofing, Inc.'s time for performance under this proposal shall be extended for a time sufficient to permit completion of the Work.
18. Sheet Metal and Metal Roofing and especially lengthy-flat span sheets of metal panels will often exhibit waviness, commonly referred to as "oil-canning". The degree of oil-canning and the appearance of the metal will vary depending on factors such as length and color of the panels, alloy, gauge, galvanized process, substrate conditions and exposure to sunlight. Oil-canning pertains to aesthetics and not the performance of the panels or metal system and is not controlled by North Face Roofing, Inc. The type of metal specified can affect the degree of oil-canning. North Face Roofing, Inc. is not responsible for oil-canning or aesthetics. Oil-canning shall not be grounds to withhold payment or reject product of the type specified.
19. General Contractor shall provide North Face Roofing, Inc. with a roof deck that is free and clear of all debris, ready and suitable to receive roofing materials, and with any and all openings properly covered, secured and labeled in accordance with applicable OSHA standards prior to requesting North Face Roofing, Inc. to proceed with the loading of materials and installation.
20. North Face Roofing, Inc.'s price and any resulting contract are based upon not coming into contact with asbestos or asbestos containing materials. If asbestos or asbestos containing materials or toxic materials are encountered, the contract price and time to complete the contract will be adjusted based upon the additional costs and time resulting from the presence of asbestos or toxic materials in the building.
21. Customer is aware that roofing products emit fumes, vapors and odors during the application process. 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. Some people are more sensitive to these emissions than others. Customer shall hold North Face Roofing, Inc. harmless from claims and from claims from third parties relating to fumes and odors that are emitted during normal roofing processes.

22. Customer acknowledges that if roofing and construction work may cause disturbance of 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. North Face Roofing, Inc. shall not be responsible for disturbance, damage, clean-up or loss or protection due to commencement of roofing operations.

Authorized Signature: Craig Peters

***Evan Phillips
Estimator
801.707.5155***