

IRC Roof Management Services

Maximizing & Protecting Your Roof Assets

PROPOSAL AND CONTRACT

February 4th, 2013

Seth Fernald
Travellers Insurance
PO Box 1450
Middleboro, MA 02344

CC: John Mina

**Project: Curry Printing
10 City Center
Portland ME 04101**

The snow and ice have removed a significant section of the snow guard. The slate in and around the brackets were also damaged. At your request, we have put together our findings on this building and what it will take to bring it back to pre storm status. My recommendations are as follows:

1. Replace all damaged or missing slate
2. Replace snow guard system using existing brackets and all new aluminum pipe
3. Re seal around brackets and slate
4. Monitor snow buildup levels during significant storms and when storms are back to back.
5. Remove snow when necessary
6. Maintain all roofing components annually.

Solution Price – Snow Guard and Slate : \$8,770.00

Initial to Accept *JF*

Solution Price – Annual Maintenance Agreement : \$650.00

Initial to Accept *JM*
(John please sign agreement on pg 4)

**if snow guard brackets are found to be unusable, they will need to be replaced with the same or similar model. That price is not included in this proposal.

****WORK TO BE PERFORMED BY "ROOF MANAGEMENT SERVICES, LLC" – PLEASE MAKE OUT ALL CONTRACTS, PURCHASE ORDERS, AND PAYMENTS TO ROOF MANAGEMENT SERVICES, LLC.**

TERMS: Net 30 Days - A finance charge of 1 1/2% per month will be charged on unpaid balances. Please review the terms and conditions on the backside of this proposal. *This proposal is void after 30 days from the above date unless it has been signed and received by IRC indicating acceptance, at which time we will authorize and return an original to you.

ACCEPTED BY: [Signature]
REPRESENTING: IMINA BUILDING LLC
ALTERNATE NO(s): _____
DATE: 2/7/13

ROOF MANAGEMENT SERVICES
AUTHOR.BY: [Signature]
DATE: 2/7/13
REVIEWED BY: _____

Best Regards,

Seth M Doughty
Consultant
Industrial Roofing Companies



Roof Management Services, LLC
Solar Roof Systems, LLC
Industrial Roofing & Siding Co.
Ferry Road
Lewiston, ME 04240
O. (207) 784-4551 x105
M. (207) 212-5050
F. (207) 514-8002
seth@ircmaine.com
ircmaine.com

This document and any and all other documents, of any kind, including those in electronic form, prepared by Roof Management Services, LLC or its agents or consultants for purposes of this proposal are Instruments of Service for use solely with respect to this proposal. Roof Management Services, LLC shall be considered the author and owner of this document and all other Instruments of Service and retains all common law, statutory and other rights, including copyrights, with respect to this document and all other Instruments of Service.

Roof Management Services, LLC hereby grants to the recipient of the Instruments of Service a nonexclusive license to use them solely for the purpose of evaluating this proposal. The recipient of this document and the Instruments of Service shall not use them for any other purpose whatsoever without the prior written permission of Roof Management Services, LLC. If such permission has not been granted to recipient, these Instruments of Service shall be promptly returned to Roof Management Services, LLC and no further use of them shall be permitted.

ROOF MANAGEMENT SERVICES



IRC Roof Management Services

Maximizing & Protecting Your Roof Assets

ANNUAL PROGRAM Agreement No. 20130155
Number of Pages included in This Agreement: 3

This agreement between Curry Printing and Roof Management Services, LLC (RMS) is entered into to provide service to the roof(s) listed on the attached Page(s) or all roofs at 10 City Center, Portland ME for 1 Year beginning February, 2013, and ending February, 2014, or for 3 Years beginning February, 2013, and ending February, 2016. Owner agrees to use Roof Management Services (RMS) exclusively in a good faith way to service the listed roof(s). Should any of the listed roof(s) be under warranty and originally installed by other than RMS the Owner agrees to request, when making a warranty claim, that RMS be the contractor to repair the reported leak(s). If the owner elects to use another contractor for repairs or service on the listed roofs during the term of this agreement, RMS retains the right to cancel this agreement or to release itself of any obligation in regards to the roof serviced or repaired by a contractor other than RMS.

SERVICES PROVIDED

Scheduled Services:

1. Service Crew will check in with Site Contact before accessing roof and will review Inspection Procedures.
 2. Any leak locations will also be reviewed with Site Contact and marked on drawing. *
 3. Inspect all field areas of roof – in particular areas of foot traffic.
 4. Check and clean any debris located at gutters, downspouts, scuppers, roof drains, roof edges and all drainage areas.
 5. Take photos and note any damage found.
 6. Repair small damaged areas such as holes and cuts. Temporarily repair any large areas of damage found that may let water into roof system- such as cuts, punctures, splits....etc., and report to Owner or Owner's representative.
 7. Perform visual inspection to check for vandalism, surface contamination or ponding water.
 8. Make any needed remedial repairs on non-warranty areas such as caulk joints, sheet metal joints, counter flashings, etc.
 9. Produce Service Order, have Site Contact sign out and leave copy of Service Order with Site Contact.
 10. A copy of Service Order will be included with Invoice.
 11. Produce written report with photos, including any Recommended Roof Actions for items not included above.
- All leak repair service work conducted will be invoiced on a time and material basis.

TERMS AND CONDITIONS

General: This proposal is contingent upon the understanding that when accepted, it shall become a contract between the owner hereinafter referred to as "Owner," and Roof Management Services, hereinafter referred as "RMS," and that the terms and conditions stated herein shall supersede and replace any conflict, understanding, agreements or documentation written or oral, unless so stated in the body of this contract.

1. **Guarantee:** The type of guarantee and extent of coverage shall be as indicated in accordance with written guarantees, if any, offered by manufacturers of materials incorporated into the project. All guarantee periods shall begin on completion of work and guarantee shall be issued on receipt of final payment. RMS expressly excludes consequential damages to the building or contents. There are no other guarantees or warranties, expressed or implied.
2. **Insurance:** RMS agrees to carry sufficient Workman's Compensation and Public Liability insurance to protect the owner against any claims arising due to RMS's operations. RMS will provide an insurance certificate upon request.
3. **Trash Removal:** RMS shall clean up and haul away from the project site all trash and debris resulting from the work under this contract.
4. **Project Structural Integrity:** The owner is responsible for determining the effect, if any, of the new roofing work on the roof deck, roof deck support system and structural integrity of the building. RMS, at the owners written direction, will remove and replace any defective substrate which is disclosed as the work progresses on a time-and-material basis as an extra to this contract.
5. **Limitations:** Repair of preexisting interior or exterior damage is not part of this contract unless specifically included on the reverse side hereof.
6. **Facilities:** Owner agrees to provide RMS without charge proper working space, sufficient storage room for all materials and reasonable use of such facilities as elevators, toilets, parking, electricity and water. The owner further agrees to permit RMS use of driveways and paved areas leading to or adjacent to the project for equipment and material storage without liability to RMS occasioned by such use.
7. **Force Majeure:** RMS shall not be responsible for damage or delay due to strikes, fires, accidents or other causes beyond its reasonable control.
8. **Additional Charges:** Additions to or deviations from the scope of work outlined on the reverse side, repair of damage to our work by others and any labor required to be done other than during regular working hours shall be considered an addition to the contract price and charged on a time-and-material basis. RMS will not accept any charges or backcharges unless submitted with a previously signed authorization from RMS.
9. **Terms of Payment:** Monthly requisitions shall be paid covering value of material and labor furnished. If payments are not made when due, interest, costs, incidental to collection and attorneys' fees (if an attorney is retained for collection) shall be added to the unpaid balance. Interest shall accrue at the rate of 1 1/2% per month (18% per annum) on the unpaid balance. Non-payment in accordance with the above shall be caused for terminating performance.
10. **Interior Asbestos:** RMS is not responsible for the effects, if any, the roofing operation may have on any asbestos containing material inside the building. It is the Owner's responsibility to inform RMS of any asbestos containing materials inside the building that may be affected by the roofing work or any asbestos containing materials RMS. Employees may come in contact with other than asbestos containing roofing material directly involved in the roofing work.

SCHEDULE R

- 1. Building Owner:** ~~Curry Printing~~ MIWA BUILDING LLC
Building Name:
Building Address: 10 City Center, Portland ME
Building Contact: John Mina
Building Contact Ph #: 207-772-5897
Cell #: 207 - 671 - 0391
2nd Building Contact: ~~BARRY~~ _____
Ph # _____
Program Cost For This Building: (If Applicable):

Preferred Inspection Period (Circle One): SPRING SUMMER FALL

Total Cost For One Year Scheduled Annual Maintenance: \$650.00

Annual Cost For Three Year Scheduled Annual Maintenance: \$595.00

This document and any and all other documents, of any kind, including those in electronic form, prepared by Roof Management Services, LLC or its agents or consultants for purposes of this proposal are Instruments of Service for use solely with respect to this proposal. Roof Management Services, LLC shall be considered the author and owner of this document and all other Instruments of Service and retains all common law, statutory and other rights, including copyrights, with respect to this document and all other Instruments of Service.

Roof Management Services, LLC hereby grants to the recipient of the Instruments of Service a nonexclusive license to use them solely for the purpose of evaluating this proposal. The recipient of this document and the Instruments of Service shall not use them for any other purpose whatsoever without the prior written permission of Roof Management Services, LLC. If such permission has not been granted to recipient, these Instruments of Service shall be promptly returned to Roof Management Services, LLC and no further use of them shall be permitted.

PAYMENT TERMS: PLEASE SEE IRC TERM SHEET AND ENTER THE NECESSARY TERMS FOR THIS CONTRACT

****WORK TO BE PERFORMED BY "ROOF MANAGEMENT SERVICES, LLC" – PLEASE MAKE OUT ALL CONTRACTS, PURCHASE ORDERS, AND PAYMENTS TO ROOF MANAGEMENT SERVICES, LLC.**

On Call Services:

- 1) Work ordered by the OWNER or OWNER'S representative shall be given preferential scheduling and response time over those RMS customers that have elected not to engage in a Scheduled Annual Maintenance (SAM) program or a full Roof Protection Program (RPP).
- 2) Work completed on an on-call or emergency basis, will be invoiced on a time and material basis.
- 3) Work ordered by the OWNER or OWNER'S representative shall be given preferential scheduling and response time over those RMS customers that have elected not to engage in a Roof Protection Program.
- 4) All repair work performed will be guaranteed against defects for one year.
- 5) Guaranteed Rates: Foreman \$ 65 per hour, Technician \$ 50 per hour (includes fully equipped Service Vehicle, hand tools and small equipment).

Building(s) Under Contract: See Schedule R

NOTE: Please call for pricing on additional roof inspections (Reasons for additional inspections: possible storm damage, possible damage by other trades....)

*Please sign and send back to Roof Management Services indicating acceptance, at which time we will authorize and return an original to you.

ACCEPTED BY (Print or type name of Purchaser): John MINDA
ACCEPTED BY (Purchaser sign here): [Signature]
Please Indicate Your Role As Purchaser (Check One): Owner _____
Owner's Rep(direct employee) _____ Outside Property Mgmt. Co. _____

REPRESENTING (Name Of Property Owner): _____

Roof Management Services, LLC
AUTHOR BY: [Signature] DATE: 2/7/13