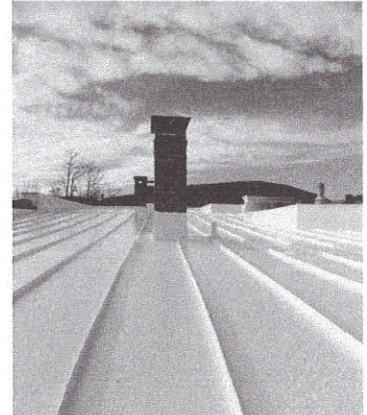
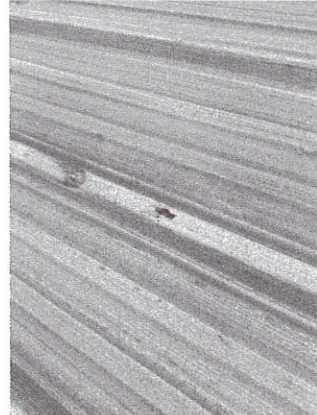


600 BROADWAY STE 200
Albany, NY 12207
(518) 310-6777

JUNE 1ST, 2024

Town of New Lebanon

Gaco proposal
14755 NY-22
New Lebanon, NY 12125



Scope of work:

- Remove and replace (approximately) ~150 faulty fasteners: self-tapping, with neoprene washers.
- Replace (8) corrugated, fiberglass panels with R-panel, galvalume 26ga. Mechanically attached and sealed.
- Remove (1) unused roof pipe and jack. Cover opening
- Apply Gaco Wash to entire roof surface and pressure wash @ 3,600psi, removing all loose acrylic.
- Media blast and or grind any rust/oxidation.
- Apply Gaco E5320 2-part, epoxy/primer to all oxidized/rusted paneling. Allow 4-6 hours to cure.
- Seal (all) fastener heads with Gaco Patch, fiber reinforced, flashing grade sealant. Allow ~16 hours to cure
- Apply Gaco Patch to all horizontal, panel seams, roof vent/base, turbine vent/base and furnace stack. Allow ~16 hours to cure.
- Apply Gaco S4200 to entire roof surface, at a rate of 1.5 gallons/SQ. Allow 24 hours to cure.
- 10-year Capital Weatherproofing workmanship warranty and 50-year Gaco manufacture's warranty inclusive.

Example

Add-ons:

Add 10-year Gaco systems warranty. **+\$1,040.00**

Add 15-year Gaco systems warranty and +.5 gallon/SQ (S4200) **+\$3,798.00**

Add 20-year Gaco systems warranty and +1 gallon/SQ (S4200). **+\$5,064.00**

Add pedestrian, traction media for roof safety +\$200/full-length panel (single slope).

Add Gaco LM60, penetrable membrane for solar brackets: \$90/panel- TBD by solar placement.

Total (before add-ons) **\$28,555.12**

As indicated in job costing schedule, the allotment of contractor labor, meets and or exceeds all prevailing wages, determined by the Dept Of Labor.
Please note that per suppliers: this price may only be valid for 15 days, due to the ongoing nature of material price fluctuations.

Certified Applicator

GacoFlex
Firestone
Firestone Building Products

CLIENT AGREEMENT

600 Broadway Ste 200
 Albany, NY 12207
 (518) 310-6777

Claim#

SCOPE OF WORK

Scope of work, as defined
 by Proposal #777937

10-year, Capital
 Weatherproofing,
 workmanship warranty &
 50-year Gaco/Firestone
 manufacture's warranty
 inclusive.

CLIENT INFORMATION

CLIENT Town Of New Lebanon
 STREET ADDRESS 14755 NY-22
 CITY, STATE, ZIP New Lebanon NY 12125

Gaco system. S42

Asphalt/residential

Gaco roof

Bleed trap

No bleed trap

JOB INFORMATION

Roof scope:
 Fluid-applied, Gaco: R
 panel roofing

CURRENT SYSTEM

Modbit. Ballast

EPDM. Tar/gravel

TPO. PVC

PRICE DETAILS

\$28,555.12 Base charge paid by: Insurance Client

TBD Upgrades and extras paid by Client

\$28,555.12 TOTAL PRICE

PAYMENT TERMS

CASH \$14,277.56 50% of total due upon material delivery

\$14,277.56 Balance due upon substantial completion

CASH SALE
 INSURANCE AGREEMENT

Initial

AGREEMENT

I (we) agree, by signing below to all of the contract conditions within this agreement

Client Signature: _____

Date of acceptance _____

Client Signature: _____

Capital Weatherproofing
 Signature: _____

Throughout these terms: Capital Weatherproofing shall be labeled as "CW".

1. Insurance. CW is not a public adjuster and shall not negotiate with any insurance company on behalf of Client. CW shall, however, respond to any questions from Client's insurance carrier regarding the quality, quantity, and terms of the Work and this Agreement. CW cannot and will not pay, waive, rebate, or promise to pay, waive, or rebate all or part of any insurance

deductible applicable to the insurance claim for payment for Work.

2. Offer. By executing this Agreement, Client is making an offer to CW. This shall not be a binding agreement unless and until a representative of CW signs this Agreement. A SALES REPRESENTATIVE IS SPECIFICALLY NOT AUTHORIZED TO SIGN THIS AGREEMENT.

3. Cancellation. Client may cancel this Agreement and CW shall refund any deposit if: i) within 3 days after acceptance of the offer by CW Client cancels this Agreement in writing; or, ii) if Client provides CW, within 3 days of notice from the insurance carrier, written notice that the approval of Client's insurance claim is not satisfactory. If Client cancels this Agreement for any other reason, Client shall be obligated to CW for the cost of all materials ordered by CW that cannot be returned to the vendor. Additionally, further damages for the Work not performed but for the cancellation of this Agreement by Client would be difficult to ascertain but would nevertheless be real and substantial. Therefore, the Parties agree to liquidated damages in the amount of twenty percent (20%) of the remaining labor costs to complete the Work, which amount the Parties agree is fair and reasonable.

4. Failure to Pay. If any payment is not made when due: i) the amount then due shall accrue interest at the rate of 1½% per month until fully paid; ii) CW may file a mechanics lien encumbering the Property for the amount due; iii) ALL WARRANTIES SHALL BE NULL AND VOID; and, iv) Client shall pay CW all of its costs and expenses incurred in collection of the amount including, but not limited to, attorney's fees and collection costs whether or not suit is filed.

5. Non-Profit Organization. Non-profit organizations must either i) furnish to CW, a valid sales tax exemption certificate issued by the State of New York, or ii) pay sales tax.

6. Excess Materials. All excess materials remain the property of CW.

7. Client Supervision. The Property shall, at all times while Work is being performed, be under the general supervision of the Client who assumes all responsibility and liability for any personal property located on or near the Property and for individuals coming near or onto the Property. Client shall keep all pets inside the Property during the Work and CW shall not be

liable for any injury to pets directly under the roof or outside while the Work is being performed.

8. Snow Removal. The Work does not include the cost of snow removal and if needed, Client shall be responsible for and pay the cost of snow removal.

9. Moisture. It is possible that there is moisture under the old roof which can cause damage to the Work as well as other damage. CW recommends tearing off the old roof, but if this is not

part of the Work authorized by the Client, CW shall not be responsible for any damages caused by pre-existing moisture and Client releases CW from all liability and damage resulting therefrom.

10. HOA. Client is responsible for Homeowner's Association approval of products and colors.

11. Attachments. Client shall remove all HVAC units, satellite dishes, or other similar attachments to the roof ("Attachments") prior to commencement of the Work. If the Work includes for removal, CW shall not be responsible for damage to Attachments including their pipes, connections, or alignment, and Client shall hold CW harmless, and releases CW, from any liability related to the removal of the Attachments unless resulting from the gross negligence of CW.

12. Contaminants. Client represents and warrants that the existing roof system, decking, and ceiling do not contain asbestos, mold, or bacteria ("Contaminants"). If Contaminants are discovered during the performance of the Work, Endeavor shall not perform any abatement or removal of Contaminants and shall cease doing further Work until removal of the Contaminants. Client shall pay Endeavor for any additional costs and expenses incurred as a result of the delay due to removal of Contaminants.

13. Incidental Damages. While CW makes every effort to limit damages to the Property during the Work, CW shall not, unless caused by the gross negligence of CW, be liable for damage to the Property including, but not limited to: i) slight scratching or denting of gutters; ii) droplets of oil on sidewalks and driveway; iii) cracks in concrete; iv) damage to landscaping; v) damage to interior or exterior trim pieces, molding, or stucco, incident to the Work; vi) damage to solar panels, evaporative coolers, or skylights; or, vii) interior damage from falling dust and debris, cracked plaster, sheet rock or nail pops, incident to the Work.

14. Roof Loading. Client authorizes CW to load roofing material by crane and in bulk on the roof and CW will not be liable for any damages resulting therefrom. If Client requests hand loading of roofing material spread out over the roof, there will be an additional \$5.00 per square charge.

15. Third Party Damage. CW shall not be liable for damage to sidewalks, driveways, and landscaping of Client caused by third parties including, but not limited to, third party suppliers and materialmen.

16. Photograph. CW may photograph the Property and the Work, and publish such photographs, including derivative works, in any advertisement, social media, or electronic posting.

17. Indemnification. Client shall save and hold CW harmless from, and indemnify CW against, all claims and damages incurred by CW to:

i) Roof leakage that arose prior to, or while, Work is being performed by CW.

ii) Hidden or latent defects in the construction of the existing structure;

iii) Violations of building codes, deteriorated decking, or other matters that arose prior to CW performing any Work under this Agreement including, but not limited to, the costs of CW performing additional work not set forth in this Agreement.

iv) Damage to CW's Work caused by Client or Client's family, guests, invitees, or third parties not controlled by CW.

v) Mold or bacteria on or in the existing structure that arose prior to, or while, Work is being performed by CW.

18. Dispute Resolution. In the event of any dispute regarding this Agreement, the Parties shall proceed in accordance with the following:

i) Negotiations/Mediation. The Parties shall first attempt, in good faith, to resolve any dispute through negotiations. If the dispute is not resolved by negotiations within 30-days of the first written notice of the dispute, the dispute will be submitted to the Judicial Arbitrator Group, or other mutually acceptable mediator, in Albany, NY, for mediation in accordance with its mediation rules.

ii) Arbitration. If the controversy is not resolved as set forth above, it will be submitted for mandatory arbitration to the Judicial Arbitrator Group ("JAG"), or another mutually agreeable arbitrator, in accordance with its arbitration rules. The Parties adopt the JAG procedure and rules for appealing the arbitrator's Ruling, but if JAG does not have appellate procedures or rules, the Parties shall have the right to appeal the Arbitrator's Ruling to JAG using the optional Appellate Rules of JAMS. Each Party waives any rights that it might have to litigate those matters to a court or jury. All costs of arbitration shall be shared equally between the Parties. All arbitrations and any judicial action pursuant to any arbitration, or entry of judgment thereon, shall ONLY be held in the City and County of Albany. Under no circumstances will an arbitration award include any incidental, indirect, special, or consequential damages of any kind. ALL PARTIES WAIVE ANY RIGHT TO A TRIAL BY JURY.

General Terms.

i) Law. This Agreement shall be construed and governed by the laws of the State of New York.

ii) Savings Clause. If any term or provision is held to be unenforceable for any reason by a court of competent jurisdiction, governmental authority, or otherwise, such holding shall not affect any other term or provision of this Agreement, which shall otherwise remain in full force and effect and be enforced in accordance with its terms.

iii) Non-Waiver. The failure of CW to enforce any rights granted hereunder or to take action against Client in the event of any breach shall not be deemed a waiver by CW to subsequent enforcement of rights or subsequent actions for any future breach of this Agreement.

iv) Complete Agreement. This Agreement contains all agreements between Client and CW and supersedes all prior agreements or oral statements with respect to the subject matter hereof.

v) Changes. No amendments or change orders shall be binding unless agreed to in writing by the Party or Parties obligated by the amendment or change order.

vi) Survival. The rights and obligations of the Parties that generally continue following termination of this Agreement including, but not limited to, those sections regarding representations, indemnification, breach, and dispute resolution, shall survive termination of this Agreement.

vii) Force Majeure. CW shall not be liable for any delay in performance or failure of performance due to force majeure, including strikes, accidents, and unavailability of labor or materials, shipping delays, divine acts, or other delays beyond its control. In the event of a delay in performance as a result of the aforesaid, additional time for completion consistent with such delay shall be deemed granted to CW.

LIMITED WARRANTY - LABOR ONLY

CW warrants all labor from the time of completion of the Work (provided payment has been made in full) for a period of one year after completion - unless negotiated, otherwise.

This Warranty is non-transferable. CW shall not be liable for damages caused by: i) divine acts including, but not limited to, winds of 50 m.p.h. or greater, lightning, tornadoes, hail storms; ii) distortion, cracking, or movement of the roof deck, walls, or foundation of the building; iii) defects in materials; iv) improper original construction including, but not limited to, faulty framing, masonry, bracing and/or roof decks; and, v) traffic on or over the roof by anyone except a CW representative. EXCEPT AS OTHERWISE STATED HEREIN, CW DOES NOT PROVIDE A WARRANTY OF ANY KIND INCLUDING, BUT NOT LIMITED TO, A WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Defects in materials may be covered by a manufacturer's warranty which may not cover problems caused by: moisture entering the roof system through walls, structural defects, HVAC systems, internal and scupper drains beyond the drain flashings, gutters, collector boxes and downspouts, gas lines, and electrical conduit lines, coping and similar matters.

NON-COLLUSIVE BIDDING CERTIFICATION

Required by Section 139-D of the State Finance Law

By submission of this bid, bidder and each person signing on behalf of bidder certifies, and in the case of joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief:

[1] The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

[2] Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

[3] No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WHERE [1], [2], [3] ABOVE HAVE NOT BEEN COMPLIED WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FORGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT.]

Subscribed to under penalty of perjury under the laws of the State of New York, this 5th day of June, 2024 as the act and deed of said corporation of partnership.

IF BIDDER(S) (ARE) A PARTNERSHIP, COMPLETE THE FOLLOWING:

NAMES OF PARTNERS OR PRINCIPALS LEGAL RESIDENCE

IF BIDDER(S) (ARE) A CORPORATION, COMPLETE THE FOLLOWING:

NAMES

LEGAL RESIDENCE

William Honman

4 Cloverdale Rd
Wynant Skill NJ 12128

President

Secretary

Treasurer

President

Secretary

Treasurer

Identifying Data:

Potential Contractor: _____

Street Address: _____

City, Town, etc. _____

Telephone: _____ Title: _____

William Honman
If applicable, Responsible Corporate Officer Name

President
Title

[Signature]
Signature

Joint or combined bids by companies or firms must be certified on behalf of each participant:

Legal name of person, firm or corporation

Legal name of person, firm or corporation

By Capital Weatherproofing
(Name)

By _____
(Name)

Title

Street Address Street Address

City and State City and State

Bill Hohman

Owner

600 Broadway ste 200
Albany, NY 12207

Bill@capweatherproofing.com

Mobile (516) 310-6777



- Flat/low slope weatherproofing
- Commercial roofing
- Residential roofing and repair
- Seamless gutters/downspouts
- Pedestrian walkway systems
- Sub-deck membranes
- Emergency roof services
- Pre-solar, roof services
- Insurance claim experts

Powered by
GacoFlex
Firestone
Roofing Systems