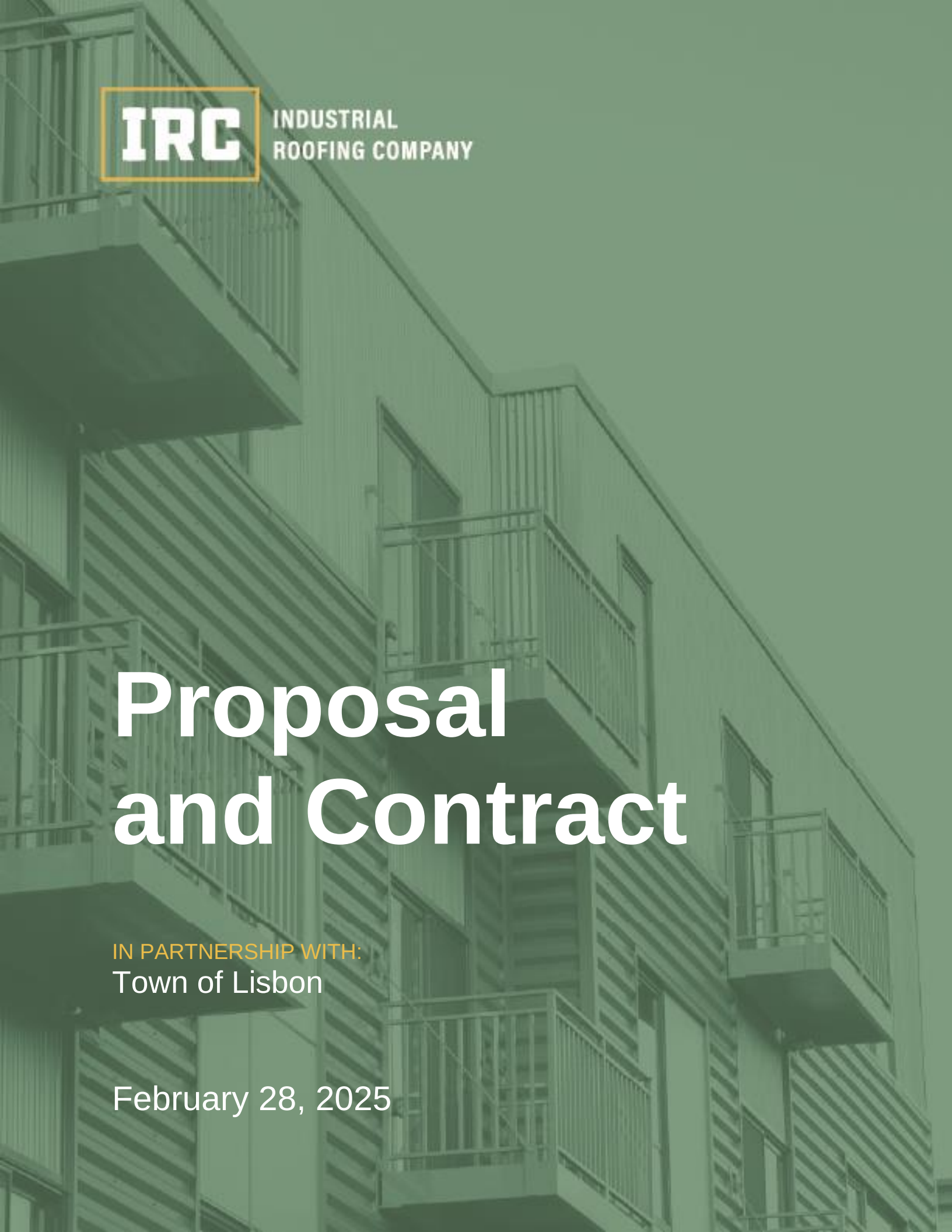


INDUSTRIAL ROOFING COMPANY

Proposal and Contract

IN PARTNERSHIP WITH:
Town of Lisbon

February 28, 2025

INDUSTRIAL ROOFING COMPANY

9 Ferry Rd
Lewiston, ME 04240
www.ircmaine.com
207-784-4551

February 28, 2025

Pat Maloy
Town of Lisbon
Public Works Department
14 Capital Avenue
Lisbon, Maine 04252

Project: Roof Replacement

Hi Pat,

Thanks for taking the time to meet with me! We are excited to partner with the **Town of Lisbon** to provide long-term solutions for the whole health of your roof. We work tirelessly to inspect, design, build, and service all of your building, roofing, siding and solar needs in order to enhance and simplify our client's lives.

Please see quote below to replace the (2) specified roof sections on the Public Works Department building.

Let me know your thoughts and if you have any questions!

Thank you!

Erich Mitchell
Account Manager
(207) 520-0296
Erich.Mitchell@ircmaine.com
www.ircmaine.com

IRC INDUSTRIAL ROOFING COMPANY

IRC SOLUTION PROPOSED:

1. Set up safety to meet or exceed OSHA standards.
2. Remove existing edge metal and roofing down to the deck on both roof sections (Highlighted in red below).
3. Dispose of all debris properly.
4. Install wood blocking around perimeter of both roof sections.
5. Install 5.2” ISO insulation over both roof sections.
6. Install diverter on lower roof section above the door and heat pumps to divert water flow.
7. Install .060 EPDM membrane over both roof sections as per manufacturer’s specifications.
8. Install base flashing and surface terminations on all walls, penetrations, curbs, etc.
9. Install new edge metal around perimeter of both roof sections.
10. Clean premises upon completion.
11. **20 Year Manufacturer’s Warranty.**

IRC SOLUTION PRICE: $38,720



INDUSTRIAL ROOFING COMPANY

Exclusions:

1. All power to the building within 10' of where we are working will have to be deenergized or properly protected until our work is completed in that area.
2. Testing of rain leaders. Owner to verify that the drains are working properly prior to start of project.
3. Any wet insulation found will be replaced and invoiced on a Time & Materials basis.
4. Any existing decking that needs to be replaced will be replaced and invoiced on a Time & Materials basis.
5. Any wood blocking that needs to be replaced will be replaced and invoiced on a Time & Materials basis.
6. Prevailing wage scale not included.
7. Electrical disconnect and reconnect.
8. Mechanical disconnect and reconnect.
9. Plumbing disconnect and reconnect.
10. Gas disconnect and reconnect.
11. All structural design.
12. Any interior protection.
13. All Snow removal.
14. Altering of adjacent windows, if needed.

***Asphalt products, isocyanurate insulation, steel products and other roofing products are sometimes subject to unusual and severe price volatility and availability due to political and other conditions that are beyond the control of IRC. If there is an increase in these or other roofing products of more than 5% between the date of this proposal and the time when the work is to be performed, the amount of this proposal/contract may be increased to reflect the additional cost to obtain the materials, upon advance notice and submittal of written documentation to Client. IRC will supply you with written evidence that includes the original quotation sheet from IRC's vendor and the vendor's subsequent invoice for the material.*

****This document and any and all other documents, of any kind, including those in electronic form, prepared by IRC® or its agents or consultants for purposes of this proposal are Instruments of Service for use solely with respect to this proposal. IRC® 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. Proposal is valid for 30 days.**

****WORK TO BE PERFORMED BY "INDUSTRIAL ROOFING COMPANY" — PLEASE MAKE OUT ALL CONTRACTS, PURCHASE ORDERS, AND PAYMENTS TO INDUSTRIAL ROOFING COMPANY.**

PAYMENT TERMS: 30% due upon start of project (defined as mobilization to the site or delivery of material to our warehouse), monthly progress billing thereafter with Net 30 Day term. *(A finance charge of 1 1/2% per month will be charged on unpaid balances)*

ACCEPTED BY/TITLE: _____

COMPANY: _____

DATE: _____

IRC INDUSTRIAL ROOFING COMPANY

About Us

Industrial Roofing Company provides the Northeast with comprehensive commercial roof management, siding, and solar consultation services to building owners and public institutions. From design to implementation, we partner with and advise our clients, committing to exceptional, long-lasting solutions and results.

Our mission is to empower our valued employees to deliver exceptional roofing and siding solutions. With an employee-first commitment, we grow and improve together.

Roof Maintenance Services

IRC currently provides protection and maintenance to over five million square feet of roofs across the Northeast. These cost-effective services define our business philosophy: provide proactive management of your roof assets that reduce the life-cycle cost and achieve maximum lifespan. While the average lifespan of most commercial roofs is around 16 years, our RPP and SAM programs are specifically designed to extend the life of your roof, often achieving lifespans over 35 years! Depending on the current condition of your roof(s) and your specific goals, we'll determine which program would best meet your needs.

Commercial Roofing & Siding

We work as trusted advisors and long-term consultants to deliver award-winning industrial roofing and siding solutions for every type of project. Our highly skilled team partners closely with you to determine and recommend a roof system with the best life-cycle in mind. The goal of every project is to save you time and money by solving the right problems with quality workmanship. No challenge is too big and the result is long-lasting work with a long-term partner at your side.

Solar Consulting

With over 75 years of commercial roofing experience and several years in the solar business, our team can provide thorough consultation and guidance on your next Photovoltaic system project. Our portfolio of previously completed projects includes dozens of solar systems throughout New England, ranging from 10 kW arrays to over 2 MW in size, giving us insight into best practices and management of those systems. There is a wide range of approaches to solar investments, and we would be happy to advise you as you begin this journey. We will also help make sure you protect your roof along the way!

INDUSTRIAL ROOFING COMPANY

Terms & 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 Industrial Roofing & Siding Co., hereinafter referred as "IRC," 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. **Insurance:** IRC agrees to carry sufficient Workman's Compensation and Public Liability insurance to protect the owner against any claims arising due to IRC's operations. IRC will provide an insurance certificate upon request. IRC shall carry worker's compensation, automobile and commercial general liability (bodily injury and property damage) insurance. IRC will furnish a Certificate of Insurance, evidencing the types and amounts of its coverages, upon request. Customer shall purchase and maintain builder's risk and property insurance, including the labor and materials furnished by IRC, covering fire, extended coverage, malicious mischief, vandalism and theft on the premises to protect against loss or damage to material and equipment and partially completed work until the job is completed and accepted. Moneys owed to IRC shall not be withheld by reason of any damage or claim against IRC covered by liability or property damage insurance maintained by IRC or claims covered under builder's risk insurance.

2. **Additional Insured:** If Customer requires and IRC agrees to name Customer or others as additional insureds on IRC's liability insurance policy, Customer and IRC 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 IRC and is not intended to make IRC's insurer liable for claims that are due to the fault of the additional insured.

3. **Trash Removal:** IRC 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. IRC, 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 in our scope.

6. **Facilities:** Owner agrees to provide IRC 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 IRC use of driveways and paved areas leading to or adjacent to the project for equipment and material storage without liability to IRC occasioned by such use.

7. **Force Majeure:** IRC 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. IRC will not accept any charges or back charges unless submitted with a previously signed authorization from IRC.

9. **Terms of Payment:** 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. **Right to Stop Work:** The failure of Customer to make proper payment to IRC when due shall, in addition to all other rights, constitute a material breach of contract and shall entitle IRC, at its discretion, to suspend all work and shipments, including furnishing warranty, until full payment is made. The time period in which IRC 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 IRC shall be increased by the amount of IRC's reasonable costs of shut-down, delay and start-up.

11. **Interior Protection:** Customer acknowledges that such activities on an existing building may cause disturbance, dust or debris to fall into the interior. Customer agrees to remove or protect property directly below the roof in order to minimize potential interior damage. IRC 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 occupants and tenants of the project and the need to provide protection underneath areas being worked on. Customer agrees to hold IRC harmless from claims of occupants and tenants who were not so notified and did not provide protection.

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

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

14. **Safety:** IRC's price is based upon there not being electrical conduit or other materials embedded within the roof assembly or attached directly to the underside or topside of the roof deck upon which IRC will be installing the new system. Owner will indemnify IRC from personal injury and other claims and expenses if Owner fails to turn-off power so as to avoid injury to IRC personnel or resulting from the presence of concealed electrical conduit and live electrical power. IRC 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 when IRC is 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 IRC and its personnel harmless from any personal injury claims resulting from a failure by Owner to do so. IRC 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 IRC 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.

15. **Flammable Products / Fumes – Working near Roof Top Units:** HVAC units and air intakes should be temporarily shut down and closed off when roofing work is being performed in the vicinity of where the unit or intake is located to reduce the risk of fire and avoid fumes from roofing operations from circulating within the building, particularly when flashing at units is performed. Customer acknowledges that some roofing materials are flammable and fumes and odors from roofing products will be released as part of the roofing operations to be performed by IRC. Customer is responsible for interior air quality, including controlling mechanical equipment, HVAC units, intake vents, wall vents, windows and 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 IRC harmless from claims resulting from failure by Customer to shut-down roof-top units and claims relating to fumes and odors that are emitted during the normal roofing process.

16. **Availability of Site:** IRC shall be provided with direct access to the work site for the passage of trucks, sufficient storage space for materials and equipment and reasonable use of such facilities as elevators, electricity, water, toilets and parking, and direct access to the roof. IRC shall not be required to begin work until underlying areas are ready and acceptable to receive IRC's work and sufficient areas of roof deck are clear and available and free from water or debris to allow for continuous full operation. The expense of any extra trips by IRC to and from the job as a result of the job not being ready for the Work after IRC has been notified to proceed will be charged as an extra.

17. **Warranty:** IRC's work will be warranted by IRC in accordance with its standard warranty, which is made a part of this proposal and contract and incorporated by reference. A facsimile of IRC's standard warranty is attached or, if not, will be furnished upon request. IRC 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 IRC. IRC makes no guarantee as to the system performance, savings, or environmental benefits. These system benefits are modeled using industry accepted tools, however, system management and use, site conditions, and other factors may affect the performance of the system. There are no other guarantees or warranties, expressed or implied. 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.

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

19. **Mold:** Owner will inspect regularly for signs of water intrusion and promptly notify IRC if Owner believes there are roof leaks. Upon receiving notice, IRC will make roof repairs. Owner is responsible for monitoring for leaks and indoor air quality. IRC is not responsible for indoor air quality. Owner shall hold harmless and indemnify IRC 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. Customer agrees to indemnify and hold harmless IRC from claims brought by tenants and third parties arising from mold growth.

20. **Roof Drainage:** This maintenance and service contract does not include an evaluation for code compliance or adequacy of existing roof drainage. If roof drains or scuppers are clogged at the time IRC performs its maintenance inspection and work, IRC will unclog the drains at that time. IRC is not responsible if and when drains become clogged at other times. Owner should regularly inspect roof drains to see that flow through drains is not impeded. IRC shall not be liable for claims or damages arising from or related to deficiencies in roof drainage and consequences of water accumulating on the roof. Owner should retain an Architect, Mechanical Engineer or other design professional to evaluate and determine proper drainage design and compliance with applicable plumbing codes, including secondary drainage. IRC's work does not include evaluation of drainage, proper location or size of roof drains, or code compliance. It is the Building Owner's responsibility to maintain drains so that they are not clogged and function properly. IRC is not responsible for ponding, standing or accumulation of water on the roof.

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