



**BID PROPOSAL (BP1-3)-REVISED
ADDENDUM #1**

TO THE GILA COUNTY PURCHASING DEPARTMENT:

The undersigned hereby proposed and agrees to furnish all labor, material, transportation, supervision, applicable taxes, and services necessary to complete all work as called for in the General Provisions, Plans and Technical Specifications. We acknowledge the following addenda and have included their provisions in this proposal.

Addendum No. 1 Dated 3-10-15 Addendum No. 2 Dated 3-12-15
Addendum No. 3 Dated 3-27-15 Addendum No. _____ Dated _____

BASE BID: The undersigned proposes to complete all work as described in the Specifications, and to the limits indicated on the Drawings, including all allowances, for:

ONE HUNDRED SEVENTY SIX THOUSAND EIGHT HUNDRED SEVENTY FIVE AND NO/100

_____ Dollars (\$ 176,875.00).

UNIT PRICING: To maintain roofing warranty for a completed roof system, the undersigned proposes to complete at a Unit Price, per unit item noted below, at the price identified for additional decking repair work during the course of the installation and roof penetration accommodations at a later date, during the course of renovation project planned for 2015. It is assumed all penetrations will be done at the same time. If multiple trips are required, due to no fault of the roofing contractor, a price for additional site travel is included below to accommodate such condition: Unit costs shall include all material and labor costs:

½" Decking, min 4'x4' sheet: _____	Dollars (\$ <u>2.03</u>)	Per Sq. Ft.
Roof Venting: <3" diameter or square: _____	Dollars (\$ <u>125.00</u>)	Per Penetration
Roof Venting: >3" <6" diameter or square: _____	Dollars (\$ <u>135.00</u>)	Per Penetration
Roof Venting: >3" <12" diameter or square: _____	Dollars (\$ <u>150.00</u>)	Per Penetration
Additional Site Trip Charge: _____	Dollars (\$ <u>390.00</u>)	Per Trip

Cost for Unit Pricing shall be paid for out of Allowance, per Section 90-04, as a Change Order, per Section 90-03.

COPPER ADMINISTRATION BUILDING
ROOF REPLACEMENT

INVITATION FOR BID NO. 121014-2

The following Proposal is made for :

BID NO. 121014-2, COPPER ADMINISTRATION BUILDING-ROOF REPLACEMENT
in the County of Gila in the State of Arizona.

The following Proposal is made on behalf of

Tecta America Arizona, LLC

6610 W Orangewood Ave

Glendale, AZ 85301

and no others. The Proposal is in all respects fair and is made without collusion on the part of any person, firm or corporation mentioned above, and no member or employee of Gila County is personally or financially interested, directly or indirectly, in the Proposal, or in any purchase or sale of any materials or supplies for the work to which it relates, or in any portion of the profits thereof.

The undersigned certifies that the approved Plans, Technical Specifications, General and Special Provisions and forms of Contract and Bond authorized by Gila County and constituting essential parts of this Proposal, have been carefully examined, and also that the site of the work has been personally inspected. The undersigned declares that the amount and nature of the work to be done is understood and that at no time will misunderstanding of the Plans, Technical Specifications, General Provisions, Special Provisions, or conditions to be overcome, be plead. On the basis of Plans, Technical Specifications, General and Special Provisions, each Addendum (if any) and the forms of Contract and Bond proposed for use, the undersigned proposes to furnish all the necessary equipment, materials, machinery, tools, apparatus, and other means of construction, and labor, to do all the work in the manner specified and to finish the entire project within the time hereinafter proposed. The Bidder agrees that the total lump sum amount, including any alternates if awarded, will be payment in full for all work described.

The undersigned further proposes to execute the Construction Contract and furnish satisfactory Bonds within ten (10) calendar days from the date of Notice of Award, time being of the essence. The undersigned further proposes to begin work as specified in the contract attached hereto, and to reach **Substantial Completion of the work within Forty-five (45) Calendar Days of the Notice to Proceed and Final Completion after subsequent roof penetrations as required by other contractors**, and maintain at all times a Payment Bond and Performance, Labor and Material Bonds, approved by the Owner, in an amount equal to one hundred percent (100%) of the total bid. These bonds shall serve not only to guarantee the completion of the work on the part of the undersigned, but also to guarantee the excellence of both workmanship and material and the payment of all obligations incurred, until the work is finally accepted and the provisions of the Plans, Technical Specifications and General Provisions fulfilled.

COPPER ADMINISTRATION BUILDING
ROOF REPLACEMENT

INVITATION FOR BID NO. 121014-2

It is expressly understood and agreed that in case of failure on the part of the Contractor, for any reason, except with the written consent of the Owner, to complete the work to the satisfaction of the Owner and with the aforesaid time limits, the owner may deduct from any money due, or which may become due the Contractor, as liquidated damages, in the amount of \$500.00 per Calendar Day.

A Proposal Guaranty in the amount and character named in the Call for Bids is enclosed amounting to not less than ten percent (10%) of the total bid, which Proposal Guaranty is submitted as a guaranty of the good faith of the bidder and that the bidder will enter into written contract, as provided, to do the work, if successful in securing the award thereof, and it is hereby agreed that if at any time other than as provided in the Proposal requirements and conditions the undersigned should withdraw this Proposal, or if the Proposal is accepted and there should be failure on the part of the undersigned to execute the Contract and furnish satisfactory Bond as herein provided, Gila County, in either of such events, shall be entitled and is hereby given the right to retain the said Proposal Guaranty as liquidated damages.

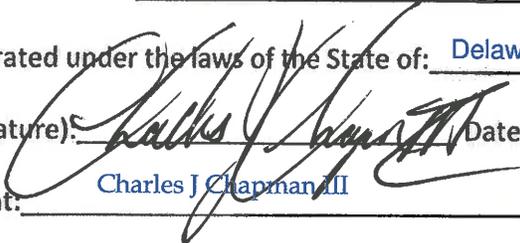
If by a Corporation:

(SEAL)

Corporate Name: Tecta America Arizona LLC

Corporate Address: 6610 W Orangewood Ave, Glendale, AZ 85301

Incorporated under the laws of the State of: Delaware

By (Signature):  Date: 3-30-15

President: Charles J Chapman III

Secretary: _____

Treasurer: _____

If by a Firm or Partnership:

Firm or Partnership Name: _____

Firm or Partnership Address: _____

COPPER ADMINISTRATION BUILDING
ROOF REPLACEMENT

INVITATION FOR BID NO. 121014-2

By (Signature): _____ Date: _____

Name and Address of Each Member: _____

If by an Individual:

Signature: _____ Date: _____

COPPER ADMINISTRATION BUILDING
ROOF REPLACEMENT

INVITATION FOR BID NO. 121014-2

**GILA COUNTY
SURETY (BID) BOND (BB1)**

(Penalty of this Bond must not be less than 10% of the bid amount)

KNOW ALL MEN BY THESE PRESENTS,

that we, the undersigned Tecta America Arizona LLC, as Principal, hereinafter called the Principal, and XL Specialty Insurance Company a corporation duly organized under the laws of the State of Delaware, as Surety, hereinafter called the Surety, holding a certificate of authority to transact surety business in this State issued by the Director of the Department of Insurance, are held and firmly bound unto the Gila County as Obligee, hereinafter called the Obligee, in the sum of ten percent (10%) of the amount bid, submitted by Principal to Gila County for the Work described below, for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is herewith submitting its proposal for:

**COPPER ADMINISTRATION BUILDING-ROOF REPLACEMENT
GILA COUNTY, ARIZONA, BID CALL NO. 121014-2**

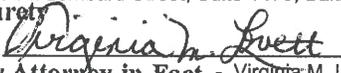
NOW THEREFORE, if the Obligee, accepts the proposal of the Principal and the Principal shall enter into contract with the Obligee in accordance with the terms of such proposal, and give such bonds and certificates of insurance as may be specified in the contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bonds and certificates of insurance, if the Principal shall pay to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise, it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of A.R.S. §34-201, and all liabilities on this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

IN WITNESS WHEREOF, we hereunto set our hands and seals: March 12, 2015

Tecta America Arizona LLC
6610 W. Orangewood Avenue, Glendale, AZ 85301
Principal

XL Specialty Insurance Company
300 E. Lombard Street, Suite 1470, Baltimore, MD 21202
Surety

By 


By Attorney-in-Fact - Virginia M. Lovett

Title Vice President

Alliant Insurance Services, Inc.
333 Earle Ovington Blvd., Suite 700, Uniondale, NY 11553
Address, Attorney-in-Fact

Subscribed and sworn to before me

This 12th day of March, 2015

My commission expires: 2/3/2016

Notary Public



ADRIANNE SCALERA
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 2/3/2016



XL Group
Insurance
Reinsurance

Power of Attorney
XL Specialty Insurance Company
Greenwich Insurance Company
XL Reinsurance America Inc.

THIS IS NOT A BOND NUMBER
UNLIMITED POWER OF ATTORNEY
XL1514995

KNOW ALL MEN BY THESE PRESENTS: That XL Specialty Insurance Company, and Greenwich Insurance Company, Delaware insurance companies with offices located at 505 Eagleview Blvd., Exton, PA 19341, and XL Reinsurance America Inc., a New York insurance company with offices located at 70 Seaview Avenue, Stamford, CT 06902, do hereby nominate, constitute, and appoint: **Robert T. Pearson, Vincent A. Walsh, Rita Sagistano, Thomas Bean, Susan Lupski, Colette R. Chisholm, Gerard S. Macholz, Virginia M. Lovett, Desiree Cardlin**

each its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED.

Such bonds and undertakings, when duly executed by the aforesaid Attorney (s) - in - Fact shall be binding upon each said Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

The Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of each of the Companies on the 25th day of September 2014.

RESOLVED, that Gary Kaplan, David Hewett, William Mills, Gregory Boal and Kevin Mirsch are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that Gary Kaplan, David Hewett, William Mills, Gregory Boal and Kevin Mirsch each is hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, the XL SPECIALTY INSURANCE COMPANY and GREENWICH INSURANCE COMPANY has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this September 25th, 2014.



XL SPECIALTY INSURANCE COMPANY
GREENWICH INSURANCE COMPANY

By:

David S. Hewett

David S. Hewett, SENIOR VICE PRESIDENT

Attest:

Toni Ann Perkins

Toni Ann Perkins, SECRETARY

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

On this 25th day of September, 2014, before me personally came David S. Hewett to me known, who, being duly sworn, did depose and say: that he is Executive Vice President of XL SPECIALTY INSURANCE COMPANY and Senior Vice President of GREENWICH INSURANCE COMPANY, described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to the aforesaid instrument are such corporate seals and were affixed thereto by order and authority of the Boards of Directors of said Companies; and that he executed the said instrument by like order.



Kim D. Sliva

Kim D. Sliva, NOTARY PUBLIC

VOID VOID VOID VOID

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

I, Toni Ann Perkins, Secretary of XL SPECIALTY INSURANCE COMPANY and GREENWICH INSURANCE COMPANY, corporations of the State of Delaware, do hereby certify that the above and foregoing is a full, true and correct copy of a Power of Attorney issued by said Companies, and that I have compared same with the original and that it is a correct transcript therefrom and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporations, at the City of Stamford, this day of **MAR 12 2015**



Toni Ann Perkins

Toni Ann Perkins, SECRETARY

IN WITNESS WHEREOF, XL REINSURANCE AMERICA INC. has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 25th day of September, 2014.



XL REINSURANCE AMERICA INC.

by: *John P. Welch*
John P. Welch, PRESIDENT & CEO

Attest: *Toni Ann Perkins*

Toni Ann Perkins, SECRETARY

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

On this 25th day of September, 2014, before me personally came John P. Welch to me known, who, being duly sworn, did depose and say: that he is President & CEO of XL REINSURANCE AMERICA INC., described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto by order and authority of the Board of Directors of said Corporation, and that he executed the said instrument by like order.



Kim D. Sliva

Kim D. Sliva, NOTARY PUBLIC

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD

I, Toni Ann Perkins, Assistant Secretary of XL REINSURANCE AMERICA INC. a corporation of the State of New York, do hereby certify that the person who executed this Power of Attorney, with the rights, respectively of XL REINSURANCE AMERICA INC., do hereby certify that the above and foregoing is a full, true and correct copy of a Power of Attorney issued by said Corporation, and that I have compared same with the original and that it is a correct transcript therefrom and of the whole original and that the said Power of Attorney is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Stamford, this day of .



Toni Ann Perkins

Toni Ann Perkins, SECRETARY

This Power of Attorney may not be used to execute any bond with an inception date after September 25, 2019
SB0041

THIS DOCUMENT IS PRINTED ON A BLUE BACKGROUND

VOID VOID VOID VOID

XL SPECIALTY INSURANCE COMPANY
 STATUTORY STATEMENT OF ADMITTED ASSETS,
 LIABILITIES, CAPITAL AND SURPLUS
 December 31, 2013
 (U.S. Dollars)

Assets:		Liabilities:	
Bonds	243,078,129	Loss & loss adjustment expenses	202,897,195
Stocks	47,367,742	Reinsurance payable on paid loss and loss adjustment expenses	550,213
Cash and short-term investments	103,941,689	Unearned premiums	36,049,248
Receivable for securities		Ceded reinsurance premium payable	
Total Invested Assets	394,387,560	Funds held by company under reinsurance treaties	10,668,107
		Payable for Securities	
		Other Liabilities	32,063,624
		Total Liabilities	282,228,387
Agents Balances	25,747,167	Capital and Surplus:	
		Aggregate write-ins for special surplus funds	
Funds held by or deposited with reinsured companies		Common capital Stock	5,812,500
Reinsurance recoverable on loss and loss adjustment expense payments		Gross paid in and contributed surplus	127,462,739
Accrued interest and dividends	1,346,314	Unassigned surplus	25,067,804
Other admitted assets	19,090,389	Total Capital and Surplus	158,343,043
Total Admitted Assets	440,571,430	Total Liabilities, Capital and Surplus	440,571,430

I, Andrew Robert Will, Vice President and Controller of XL Specialty Insurance Company (the "Corporation") do hereby certify that to the best of my knowledge and belief, the foregoing is a full and true Statutory Statement of Admitted Assets, Liabilities, Capital and Surplus of the Corporation, as of December 31, 2013, prepared in conformity with the accounting practices prescribed or permitted by the Insurance Department of the State of Delaware. The foregoing statement should not be taken as a complete statement of financial condition of the Corporation. Such a statement is available upon request at the Corporation's principal office located at Seaview House, 70 Seaview Avenue, Stamford, CT 06902-06040.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Corporation at Stamford, Connecticut.



 Vice President and Controller



QUALIFICATION AND CERTIFICATION FORM (QC1-2)

Purpose

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Contractors under consideration for final award.

The information may or may not be a determining factor in award.

COPPER ADMINISTRATION BUILDING-ROOF REPLACEMENT

BID NO. 121014-2

The Contractor submitting this Bid warrants the following:

1. Name, Address, Telephone Number and E-mail Address of Principal Contractor:

Tecta America Arizona, LLC

6610 W Oranewood Ave

Glendale, AZ 85301

2. Has Contractor (under its present or any previous name) ever failed to complete a contract?

_____ Yes No. If "Yes", give details, including the date, the contracting agency, and the reasons Contractor failed to perform, in the narrative part of this Contract.

3. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract?

_____ Yes No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractors disqualification, and whether this disqualification remains in effect, in the narrative part of this Contract.

4. Has a contracting agency ever terminated a contract for cause with Contractor (under your firm's present or any previous name)? _____ Yes No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated, in the narrative part of this Contract.

COPPER ADMINISTRATION BUILDING
ROOF REPLACEMENT

INVITATION FOR BID NO. 121014-2

5. Contractor must also provide at least the following information:
- a. A brief history of the Contractors Firm.
 - b. A Cost Proposal shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
 - c. A list of previous and current customers, which are considered identical or similar to the Scope of Work described herein; shall be submitted on the Reference List, attached hereon and made a full part of this contract by this reference.
 - d. List the specific qualifications the Contractor has in supplying the specified services.
 - e. Gila County reserves the right to request additional information.

6 Contractor Experience Modifier (e-mod) Rating: 0.54

A method the National Council on Compensation Insurance (NCCI) uses to measure a business' computed loss ratio and determine a factor, which when multiplied by premium, can reward policyholders with lower losses. E-mod rate may be a determining factor in bid award.

1. Current Arizona Contractor License Number: ROC240655



Digitally signed by Virgil Benesh
DN: cn=Virgil Benesh, o=Tecta America
Arizona, ou=Tecta America Arizona,
email=vbenesh@tectaamerica.com, c=US
Date: 2015.03.27 09:44:54 -0700

Signature of Authorized Representative

Virgil Benesh

Printed Name

Vice President

Title



SUBCONTRACTORS LIST (SL1-2)

Proposer is to list every subcontractor and supplier proposed to be employed on the above project as required by the bidding documents. Any work proposed to be done by the Proposer should be listed as a line item with the word "Self" inserted under firm name. Designation of subcontractors is subject to Owner's approval. No change in subcontractor's list will be permitted without the Owner's prior written consent.

THIS SUB-CONTRACTOR LIST MUST BE FILLED OUT, FAILURE TO DO SO IS AUTOMATIC GROUNDS FOR REJECTION OF BID.

NONE

[COMPANY NAME]	[LICENSE #]	[CONTACT PERSON & PHONE #]
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[COMPANY NAME]	[LICENSE #]	[CONTACT PERSON & PHONE #]
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[COMPANY NAME]	[LICENSE #]	[CONTACT PERSON & PHONE #]
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[COMPANY NAME]	[LICENSE #]	[CONTACT PERSON & PHONE #]
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[COMPANY NAME]	[LICENSE #]	[CONTACT PERSON & PHONE #]
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[COMPANY NAME]	[LICENSE #]	[CONTACT PERSON & PHONE #]
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COPPER ADMINISTRATION BUILDING
ROOF REPLACEMENT

INVITATION FOR BID NO. 121014-2

ANY ADDITIONAL SUB-CONTRACTORS MUST BE LISTED THAT HAVE A COST OF AT LEAST
10% OF THE TOTAL CONTRACT COST

None

[COMPANY NAME] [LICENSE #] [CONTACT PERSON & PHONE #]

I submit that the preceding is correct and current as of 4-1-15
[BID OPENING DATE]



Digitally signed by Virgil Benesh
DN: cn=Virgil Benesh, o=Tecta America
Arizona, ou=Tecta America Arizona,
email=benesh@tectamerica.com, c=US
Date: 2015.03.27 09:44:30 -0700

3-30-15 Tecta America Arizona LLC [company]

[authorized representative]
Virgil Benesh, Vice President

[date]



CONTRACTOR REFERENCE LIST (RL-1)

**COPPER ADMINISTRATION BUILDING-ROOF REPLACEMENT
BID NO. 121014-2**

These references are required to enable the evaluation team to assess the qualifications of Contractors under consideration for final award.

The information may or may not be a determining factor in award.

REFERENCES:

Please list at least four (4) customers for whom you have provided service of a similar scope as this Invitation for Bid during the past twelve (12) months, in or as close to Gila County as possible.

CUSTOMER NAME AND ADDRESS	TELEPHONE	PRIMARY CONTACT
Kinney Construction	928.310.8477	Francois Badenhort
NAU	928.523.9011	Building Maintenance
Go Daddy	480.254.1986	Rene LaBlanc

Digitally signed by Virgil Benesh
DN: cn=Virgil Benesh, o=Tecta America
Arizona, ou=Tecta America Arizona,
email=vbenesh@tectaamerica.com, c=US
Date: 2015.03.27 09:44:03 -07'00'

Signature of Authorized Representative

Virgil Benesh

Printed Name

Vice President

Title

**AFFIDAVIT BY CONTRACTOR (ANC-1)
CERTIFYING THAT THERE WAS NO COLLUSION
IN BIDDING FOR CONTRACT**

STATE OF ARIZONA)
)ss
COUNTY OF: Maricopa)

Virgil Benesh

(Name of Individual)

being first duly sworn, deposes and says:

That he is Vice President

(Title)

of Tecta America Arizona, LLC

(Name of Business)

and

That he is bidding on **Gila County BID NO. 121014-2 COPPER ADMINISTRATION BUILDING-ROOF REPLACEMENT PROJECT, GLOBE** and,

That neither he nor anyone associated with the said Tecta America Arizona LLC

(Name of Business)

has, directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the above mentioned project.

Tecta America Arizona LLC

Name of Business



Digitally signed by Virgil Benesh
DN: cn=Virgil Benesh, ou=Tecta America Arizona, email=benesh@tectaamerica.com, c=US
Date: 2015.03.27 09:42:10 -0700

By

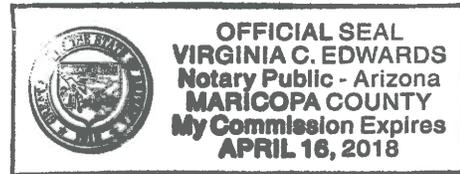
Vice President

Title

Subscribed and sworn to before me this 27 day of March, 2015.

My Commission expires April 16, 2018

Notary Public Virginia C. Edwards





**SUBCONTRACTOR CERTIFICATION:
INTENTIONS CONCERNING SUBCONTRACTING (SC-1)**

At the time of the submission of bids on:

BID NO. 121014-2: COPPER ADMINISTRATION BUILDING-ROOF REPLACEMENT, GLOBE,

my intention concerning subcontracting a portion of the work is as indicated below.

In indicating that it is my intention to subcontract a portion of the work, this will acknowledge that such subcontractors will be identified and approved by the Owner prior to award of the contract; and that documentation, such as copies of letters, requests for quotations, quotations, etc., substantiating the actions taken and the responses to such actions is on file and available for review.

A list of any subcontractors to be used in performing the service must accompany the Bid. The list must include the subcontractors name, address, and phone number.

_____ It is my intention to subcontract a portion of the work.

 X It is not my intention to subcontract a portion of the work.

Tecta America Arizona, LLC

Name of Firm



Digitally signed by Megh Benesh
DN: cn=Megh Benesh, o=Tecta America Arizona, ou=Tecta
America Arizona, email=mbenesh@tectaamerica.com, c=US
Date: 2015.03.27 09:45:18 -0700

By: (Signature)

Vice President

Title

3-30-15

Date



SEAMAN CORPORATION COMMERCIAL ROOFING WARRANTY



Building Name: <u>SAMPLE</u>	Warranty Serial No.: _____
Building Address: _____	Effective Date: _____
Building Owner: _____	Warranted Roof Area: _____
Owner Address: _____	Expiration Date: _____

SEAMAN CORPORATION ("Seaman Corp.") warrants to the owner named above ("Owner") of the building described above (the "Building") that, subject to the Terms & Conditions set forth below, for a period of **20 years** commencing with the date of substantial completion of the installation of the roofing membrane, Seaman Corp. will repair leaks originating in the FiberTite Roofing System ("Roofing System") installed on the Building that are attributable to the Roofing System and/or workmanship provided by a roofing applicator authorized by Seaman Corp. to install the Roofing System (an "Authorized Applicator").

Terms & Conditions

- The Roofing System includes only FiberTite® roof membranes, insulation and accessories provided by Seaman Corp installed in accordance with Seaman Corp.'s technical specifications.
- In order for this warranty to be effective the Roofing System must have been installed by an Authorized Applicator and inspected and approved for warranty by Seaman Corp.
- Owner shall give Seaman Corp. written notice not more than thirty (30) days after discovery of any leaks in the Roofing System. By giving such notice Owner authorizes Seaman Corp. or its agents to inspect the Roofing System and investigate the cause of the leak.
- Owner shall give or cause to be granted to Seaman Corp. free access to the roof of the Building during regular business hours to inspect the Roofing System. Owner shall indemnify and hold Seaman Corp. harmless for any damages or costs incurred by Seaman Corp. or its agents due to roof access delays as a result of security or other restrictions. Should the Roofing System be concealed with an overburden; i.e., garden roof, paving etc., Owner shall be responsible for all costs necessary to expose the Roofing System for inspection and/or repair.
- If, after its inspection, Seaman Corp. determines in good faith that the leaks are a result of defects in the Roofing System and/or the workmanship provided by the Authorized Applicator, Seaman Corp. will repair any leaks in the Roofing System at its expense.
- If, after its inspection, Seaman Corp. determines in good faith that the cause of the leaks are outside of the scope of this warranty, Owner shall pay for Seaman Corp.'s investigation and inspection costs and Seaman Corp. shall advise Owner of the type of repairs necessary to correct the leaks and cause the then existing remaining portion of this warranty to remain effective. This warranty shall automatically terminate if Owner fails to promptly make or cause to be made any such repairs or fails to pay such investigation and inspection costs.
- In no event shall Owner make any alterations or repairs to the Roofing System or install any structures, fixtures on or through such system without the prior written consent of Seaman Corp.
- Seaman Corp. shall have no obligation under this warranty unless and until all invoices for or otherwise relating to the Roofing System, including without limitation, materials, installation services, and supplies have been paid in full to the Authorized Applicator and Seaman Corp.
- This warranty shall not be applicable to nor shall Seaman Corp. be responsible for damage, leaks, or loss caused in whole or in part by: (a) natural disasters, including without limitation, earthquakes, hurricanes, tornadoes, winds in excess of 60 MPH, hail greater than 3/4-in. in diameter, and lightning, which damages the Roofing System, or which impairs the Roofing System's ability to resist leaks, (b) acts of war or terrorism, civil disobedience, vandalism, animals, or insects which damage the Roofing System, or which impair the Roofing System's ability to resist leaks, (c) unauthorized alterations of the Roofing System (see Section 7 above) or installation of structures, fixtures, or utilities on or through the Roofing System by Owner, (d) negligence or failure of Owner to properly maintain the Roofing System, including without limitation, failure of Owner to maintain the Roofing System in accordance with Seaman Corp's FiberTite Maintenance Guidelines listed on the reverse side of this warranty, (e) settling, warping, defective condition, deterioration, corrosion, or other failure of the structure or substrata to which the Roofing System is attached or the walls or mortar of the Building; (f) any chemical contaminants injurious to the Roofing System that have not been specifically approved by Seaman Corp. via the Materials Submittal & Warranty Request form, (g) traffic or storage of materials on the Roofing System, (h) infiltration or condensation of moisture in, through, around or above the walls and/or other structure of the Building, (i) acts of negligence or misuse by Owner or any other party other than Seaman Corp. or the Authorized Applicator, (j) failure of any material or component not furnished by Seaman Corp., (k) the construction or design of the Building or its components, (l) a change in the use of the Building, and/or (j) loss of integrity of the Building envelope and/or structure.
- Rights under this warranty may be transferable by Owner to a third party only with the prior written consent of Seaman Corp. and the payment of the then-current transfer fees, inspections services and subsequent repair of the Roofing System, if necessary, by the Owner.
- Failure by Seaman Corp. to enforce any of the terms or conditions in this warranty shall not be interpreted to be a waiver of any terms and conditions of this warranty. If any portion of this warranty is unenforceable under applicable law, such portion shall be deemed reformed or deleted, but only to the extent necessary to comply with such law, and the remaining provisions shall remain in full force and effect. This warranty may be amended only by a writing signed by authorized representatives of both parties.
- This warranty shall be construed in accordance with, and shall be governed by, the laws of the State of Ohio without reference to its conflict of law principles and Owner agrees to submit to the exclusive jurisdiction of the appropriate state or federal court within Summit County, Ohio or purpose of resolving any dispute or claim arising in connection with this warranty.

EXCEPT AS SET FORTH ABOVE, SEAMAN CORP. MAKES NO REPRESENTATIONS AND WARRANTIES WHATSOEVER AND SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES OR GUARANTEES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. NO EMPLOYEE OR REPRESENTATIVE OF SEAMAN CORP. HAS AUTHORITY TO MAKE ANY REPRESENTATIONS OTHER THAN THOSE STATED IN THIS WARRANTY. IN THE EVENT AN EXPRESS OR IMPLIED WARRANTY IS REQUIRED BY LAW DESPITE THIS DISCLAIMER, THE OWNER AGREES THAT SUCH WARRANTY AND REMEDIES FOR THE BREACH OF SUCH WARRANTY SHALL BE EXPRESSLY LIMITED TO THE TERMS OF THE WARRANTY SET FORTH ABOVE. OWNER AGREES THAT REPAIR UNDER THE TERMS OF THE WARRANTY SET FORTH ABOVE SHALL BE OWNER'S SOLE AND EXCLUSIVE REMEDY FOR ALL LEAKS AND ALL DEFECTS IN MATERIAL AND WORKMANSHIP. SEAMAN CORP. SHALL NOT BE LIABLE TO OWNER OR ANY OTHER PERSON OR ENTITY FOR ANY INCIDENTAL, SPECIAL, EXCEPTIONAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, DAMAGES TO OTHER COMPONENTS OF THE ROOF, THE BUILDING OR THE CONTENTS OF THE BUILDING, OR LOSS OF PROFITS, UNDER ANY LEGAL THEORY. Seaman Corp. does not take any responsibility for the analysis of the architecture or engineering required to evaluate the type of roof system which is appropriate for the Building. Any Roofing System used for personal, family or household purposes IS NOT WARRANTED HEREUNDER.

SEAMAN CORPORATION

Building Owner's Signature _____

By: _____

Warranty Addendum: _____

Title: _____ Date: _____

1000 Venture Blvd., Wooster, OH 44691



INTELLIGENT ROOFING SOLUTIONS ROOF MAINTENANCE

TO: Building Owner – Attention: Building Engineering and/or Maintenance Department

FiberTite Single-ply manufactured membrane (“FiberTite Roof”) consists of a puncture and abrasion resistant fabric with our proprietary Ketone Ethylene Ester (KEE) coating that can withstand weathering and environmental hazards, in accordance with the warranty set forth on the reverse side (the “Warranty”). To obtain optimum performance from your FiberTite Roof and in order to maintain the effectiveness of the Warranty over the lifetime of the Warranty, you must comply with all of the maintenance activities set forth below.

You must perform bi-annual inspections of your building roof in the spring and fall of the year, as well as immediately following any significant weather events, to make sure that your building roof is free of any conditions that may cause unnecessary injury to the roof deck, leading to expensive repairs and possible damage to the building interior. When performing a roof maintenance inspection you must check for punctures in the membrane sheet; open seams at the membrane overlaps and at the roof penetrations (soil stacks, curbs, platforms, etc.) as well as the parapet walls and/or edge details (use a blunt instrument, such as a screw driver, to inspect seam integrity); caulking at the termination bars, surface mounted reglet and pitch pan sealants, any loose fasteners and nails, both on the roof field itself as well as on the wall and edge details; check drains and gutters to make sure that they are unclogged; and check to make sure that there is no water ponding on the roof. We have included a checklist to be used as a reference tool in performing such inspections.

You must also establish and maintain a policy of keeping unauthorized people off your roof and minimize the number of service personnel trips on your roof. You must place locks on all doors leading to your roof as well as post a sign that disallows entrance to unauthorized personnel. We have enclosed pressure sensitive labels with your Warranty that you must post on your roof exit doors. These labels refer to the slippery nature of the FiberTite Roof when it becomes wet from rain, snow, or ice conditions. Proper safety shoes must be worn if it is imperative that roof top work be performed under these weather conditions.

If you have a busy roof, i.e., one with much foot traffic, you must install walkways on the roof. Use of walkways will minimize the possibility of damage to the FiberTite Roof.

It is important to consider the roof covering whenever you add new products and/or processes to your building operation that will cause chemical contaminant venting onto your roof. Below is a list of chemicals that can cause harm to the FiberTite roof covering, especially if left ponding for several months (please note that the list of chemicals below is not an exhaustive list):

Acetic Acid	Aromatic Hydrocarbons	Asphalt Materials
Benzene	Chlorox	Cooking Oil above 140°F.
Ethyl Acetate	Furfural	Gasoline
Methyl Ethyl Ketone (MEK)	Nitric Acid	Paint Thinners
Phenol	Phosphoric Acid 75%	Phthalate Plasticizer Above 100°F.
Solvent Degreasers	Toluene	Xylene

You must consider the compatibility of the roof system should the building be used for a new purpose. Any installation of new roof top equipment, such as air conditioning equipment, requires the service of an authorized FiberTite contractor to install new flashings and other equipment so that no harm is caused to the integrity of the roof covering.

In addition to the bi-annual inspections referenced above, we recommend that you initiate a service contract with an authorized FiberTite contractor which allows for professional annual inspections and immediate corrective action for any potential roof damaging problems. Authorized FiberTite contractors have thorough knowledge of FiberTite roof top technology and full service professional abilities in solving roof damaging problems. Contact your FiberTite representative or the FiberTite Technical Service Department for any assistance in locating these authorized contractors or for any questions about your FiberTite Roof.

Seaman Corporation: 1000 Venture Blvd., Wooster, Ohio 44691 tel. 800/927-8578 fax 800/649-2737
www.fibertite.com www.seamancorp.com FiberTite® is a registered trademark of Seaman Corporation



*Seaman Corporation; 1000 Venture Blvd., Wooster, Ohio 44691
tel. 800/927-8578 fax 800/649-2737 www.seamancorp.com*

March 27, 2015

RE: Fibertite Roofing Systems Approval
Tecta America Arizona, LLC

To Whom It May Concern:

The Purpose of this letter is to verify that Tecta America Arizona is an authorized Fibertite Roofing Systems Authorized Applicator; licensed, trained and authorized to install all warranted Fibertite membrane roofing systems. Tecta America Arizona, LLC has been a authorize applicator since 2005.

Furthermore, please be advised that the roofing foremen and superintendents for Tecta America Arizona, LLC have participated in all available continuing education and training sessions.

Please contact me at 303-646-0364 if you have any questions. Thanks.

Tom Ghidotti
Fibertite Regional Manager