



LICENSE NO. 104.001319
 25W048 Ramm Drive
 Naperville, IL 60564
 Phone: (630) 499-7700
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www.Showalterroofing.com

CONTRACTOR PROPOSAL

Date: October 13, 2025		Project: FUP ID-796	
Contact: Antoine Blake Winfield School District 34 0S150 Winfield Road Winfield, IL 60190		Project Address: 0S150 Winfield Road Winfield, IL 60190	
Mobile Phone:	(708) 595-1924	E-mail:	ablake@winfield34.org

Showalter Roofing Service, Inc. (hereinafter referred to as "SRSI" or "Contractor") proposes to provide all materials, labor and equipment necessary to perform the Work (defined below) at the above stated Job Address.

SCOPE OF WORK

Showalter Roofing Service Inc. ("SRSI") hereby proposes to furnish materials and/or labor necessary for the completion of:

PROJECT LOCATION

SHINGLE ROOF, GUTTER & DOWNSPOUT, & SIDING SECTIONS



SHINGLE ROOF SCOPE OF WORK

- Tarps and plywood will be used to protect the siding, landscaping, and flat roof sections
- The existing roof and accessories will be torn off, cleaned up, and hauled away
- Wood Replacement:
 - All rotten or damaged wood will be replaced for an additional charge of \$65.00 per sheet of plywood
 - All roof decking will be re-nailed as needed
- CertainTeed WinterGuard Ice & Water Barrier will be installed along eave edges as per code and around the fan
- CertainTeed RoofRunner underlayment will be installed over the remaining exposed roof deck
- CertainTeed SwiftStart will be used at all eave and rake edges
- CertainTeed Landmark Lifetime shingles installed as per manufacturer's specifications
- CertainTeed Shadow Ridge will be installed along the ridge
- New Outside Drip Edge will be installed along rakes edges
- The fan sides will be wrapped in new metal to match new shingle or siding color
- Warranty
 - 10-year Workmanship Warranty
 - CertainTeed Lifetime Shingle Material Warranty:
 - CertainTeed 4-Star Warranty: Included
 - CertainTeed warranties have a free one-time transfer in the first 12-years
 - 10-year Stain Guard Warranty
- Shingle Color: _____

GUTTER & DOWNSPOUT SCOPE OF WORK

- The existing gutter & downspout will be removed along with all accessories, cleaned up, and hauled away
- New 5" .032 aluminum seamless gutters will be fabricated at existing location
- Wedges will be installed behind the gutter
- 3" x 4" Downspout will be installed to match existing location
- Gutter Color: _____

METAL SIDING SCOPE OF WORK

- The existing siding on the north, east, and south sides of the shingle roof will be removed, cleaned up, and hauled away
- Install new wall wrap
- Install new metal 24 ga. flush smooth panel siding system to match new system on building
- Wrap soffit & fascia with new metal system
- Siding Color: _____

INVESTMENT

- | | |
|-----------------------------------|--------------------------|
| • Shingle Roof: \$15,315.00 | INITIAL ACCEPTANCE _____ |
| • Gutter & Downspout: \$1,880.00 | INITIAL ACCEPTANCE _____ |
| • Flush Panel Siding: \$24,890.00 | INITIAL ACCEPTANCE _____ |

EXCLUSIONS

INITIALS _____

Permitting and associated costs.

PERMITTING AND INSPECTION

Permit costs are not included in this quote, they will be added to the contract amount. Oftentimes, the property index number is required as part of the permit application:

____ - ____ - ____ - ____ - ____ (2nd PIN if necessary: ____ - ____ - ____ - ____ - ____).

Upon completion of project a final walk-through inspection will be completed with a designated person from your company. At that point one final invoice will be sent over to cover any remaining balance.

All quotes within this proposal shall be good for a period of 5-days. If payment is not received within 30 days, a 2% surcharge will be assessed to the remaining bill.

REQUIRED INFORMATION FOR PERMITTING AND WARRANTY

For permitting and manufacturer's warranty purposes, please indicate the official name and billing address of the primary person, organization, or business entity to whom the building belongs.

Name: _____

Billing Address:

(Leave blank if billing address is same as project address)

City: _____

State: _____ ZIP: _____

CONTRACT PRICE/METHOD OF PAYMENT

The Contract Price includes the materials required for this job that will be furnished by SRSI, necessary equipment, warranty cost, if applicable, and the services performed, for a total of \$_____ (

_____ & ____/100 Dollars) and is payable as follows: (1/3) due upon execution of this Proposal; (1/3) upon the start of the Work; and, the balance due upon completion of the Work. The Contract Price does not include subsequent increases or deductions pursuant to Change Orders as provided in the attached Terms & Conditions. **The pricing in this agreement is the cash price.** Contractor strongly prefers to receive payments via check, money order or cashier's check. Contractor will accept payments via debit card or credit card but will assess a convenience fee equal to 2.9% of the amount charged on any such payment.

NOTES: ENTER FINAL DOLLAR AMOUNT WHEN CUSTOMER HAS SELECTED OPTION(S)

ALL SUMS NOT PAID WHEN DUE SHALL EARN INTEREST AT THE RATE OF 2% PER MONTH, OR THE MAXIMUM INTEREST RATE PERMITTED BY LAW, UNTIL PAID AND SRSI SHALL BE ENTITLED TO RECOVER ALL COSTS OF COLLECTION, INCLUDING ATTORNEY'S FEES, WHETHER OR NOT LITIGATION IS INITIATED, SRSI RESERVES THE RIGHT TO STOP WORK IMMEDIATELY IF ANY PAYMENT IS NOT MADE IN ACCORDANCE WITH THESE TERMS. **THE ATTACHED TERMS AND CONDITIONS (4 PAGES) ARE INCORPORATED AND MADE A PART OF THIS PROPOSAL.** THIS PROPOSAL MAY BE REVISED OR WITHDRAWN BY SRSI IF NOT ACCEPTED WITHIN 5 BUSINESS DAYS.

ESTIMATE AND PROPOSAL. SRSI OFFERS TO FURNISH THE MATERIALS AND ARRANGE FOR THEIR DELIVERY AND INSTALLATION AS SPECIFIED IN THIS PROPOSAL AND/OR ATTACHED SKETCHES AND SPECIFICATION SHEETS FOR THE TOTAL CONTRACT PRICE. THIS PROPOSAL MUST BE APPROVED BY THE INSTALLATION DEPARTMENT. IF THIS IS A CREDIT SALE OR A PAYMENT ON COMPLETION SALE, IT MUST ALSO BE APPROVED BY THE CREDIT SALES DEPARTMENT. IF THIS PROPOSAL IS NOT APPROVED OR THE INSTALLATION CANNOT BE MADE IN ACCORDANCE WITH THE LAW, THE PROPOSAL WILL BE WITHDRAWN AND ANY PAYMENTS YOU HAVE MADE WILL BE REFUNDED TO YOU. ANY MATERIALS LEFT OVER AFTER THE INSTALLATION HAS BEEN COMPLETED ARE SRSI'S PROPERTY AND WILL BE REMOVED BY SRSI.

CREDIT. CUSTOMER AUTHORIZES SRSI, OR A PARTY ACTING ON BEHALF OF SRSI, TO VERIFY AND REVIEW CUSTOMER'S CREDIT RECORD THROUGH AN INDEPENDENT CREDIT AGENT, AND CUSTOMER RELEASES SRSI FROM ANY CLAIMS ARISING OUT OF INADVERTENT OMISSIONS OR ERRORS IN THE SAME. IF THIS IS A CREDIT TRANSACTION, ANY CREDIT AGREEMENT IS HEREBY INCORPORATED BY REFERENCE AND MADE A PART HEREOF, AND CUSTOMER AGREES THAT SRSI IS A THIRD-PARTY BENEFICIARY OF ANY SUCH AGREEMENT.

INSTALLATION. SRSI IS NOT RESPONSIBLE FOR MATERIALS OR INSTALLATION NOT FURNISHED OR ARRANGED FOR BY SRSI. IN THE EVENT THAT ANY SPECIFIED MATERIAL OR EQUIPMENT BECOMES UNAVAILABLE EITHER TEMPORARILY OR PERMANENTLY AFTER THE CONTRACT IS EXECUTED, PROVIDED THAT SUCH AVAILABILITY IS A RESULT OF FACTORS BEYOND SRSI'S CONTROL THEN, IN THE EVENT OF TEMPORARY UNAVAILABILITY, THE CONTRACT TIME SHALL BE EXTENDED TO REFLECT THE DURATION OF TIME THAT SRSI IS DELAYED BY THE UNAVAILABILITY, AND IN THE CASE OF PERMANENT UNAVAILABILITY, SRSI SHALL BE EXCUSED FROM PROVIDING SAID MATERIAL OR EQUIPMENT AND ALLOWED TO PROVIDE AN AVAILABLE SUBSTITUTE. TO THE EXTENT AN AVAILABLE SUBSTITUTE IS PROVIDED BY SRSI UNDER THIS PROVISION, ANY INCREASE IN THE COST BETWEEN THE ORIGINALLY SPECIFIED MATERIAL AND EQUIPMENT AND THE SUBSTITUTE SHALL BE PAID BY THE CUSTOMER TO SRSI.

AUTHORIZATION. WHERE APPLICABLE, CUSTOMER AUTHORIZES SRSI 1) TO ARRANGE FOR A CONTRACTOR (LICENSED WHERE REQUIRED BY LAW) TO MAKE THE INSTALLATION OF MATERIALS, 2) TO ISSUE A WORK ORDER FOR THIS INSTALLATION TO A CONTRACTOR, 3) TO INSPECT THE INSTALLATION, AND 4) TO PAY THE CONTRACTOR WHEN THE INSTALLATION IS COMPLETE.

Showalter Roofing Service, Inc.

By: _____
Authorized Agent

ACCEPTANCE

I HAVE READ AND UNDERSTAND THIS PROPOSAL, THE TERMS AND CONDITIONS, WARRANTY, IF APPLICABLE, AND ALL APPLICABLE CONTRACT DOCUMENTS AND AGREE TO BE BOUND BY THEIR TERMS.

ACCEPTANCE OF PROPOSAL: Customer has read and understands this proposal, the terms and conditions, and all documents referenced therein and agrees to be bound by their terms. The above prices, specifications and conditions are hereby accepted. SRSI is authorized to do the work as specified. By signing below, Customer acknowledges that Customer is the owner, or is in privity with the owner of the property.

Customer's Signature: _____

Date: _____

SHOWALTER ROOFING SERVICE, INC.

Signature: _____

By: _____

Its: _____

Date: _____

TERMS AND CONDITIONS

1. **General.** This Proposal is subject to change without notice and is automatically withdrawn on the 5th business day following its date of issue if not accepted in writing and a copy of this Proposal returned to **Showalter Roofing Service, Inc.** ("Contractor"). If Customer cancels the Contract prior to the start of work, Customer is liable for 15% of the total Contract price as liquidated damages, because Contractor is unable to accurately measure its damages for the cancellation of the Contract. Customer and Contractor agree that this amount is not a penalty. Contractor reserves the right to withdraw this Proposal at any time prior to its acceptance or cancel this Contract prior to start of the work to be performed in the event the cost to complete the work varies from the initial standard pricing due to a typographical or mathematical error.
2. **Nature of Work.** Contractor shall furnish the labor and material necessary to perform the work described herein or in the referenced contract documents in a good and workmanlike manner in accordance with all building codes and other applicable laws. To the extent required by law, all work shall be performed by individuals licensed and authorized by law to perform the work. Contractor does not provide engineering, consulting or architectural design and services. It is the Customer's responsibility to retain a licensed architect or engineer to determine proper design and code compliance, including a determination as to whether and, if applicable, what type of a vapor or air retarder is needed. If plans, specifications or other design documents have been furnished to Contractor, Customer warrants that they are sufficient and conform to all applicable laws and building codes. Contractor is not responsible for any loss, damage or expense due to defects in plans or specifications furnished to Contractor or building code violations unless such damage results from a deviation by Contractor from what is specified. Contractor is not responsible for condensation, moisture migration from the building interior or other building components, location or size of roof drains, adequacy of drainage, ponding on the roof, structural conditions or the properties of the roof deck or substrate on which Contractor's exterior work is installed. Unless otherwise specified, there is no specific completion date.
3. **Material Cost Escalation.** If there is an increase in the actual cost of the labor or materials charged to Contractor in excess of 5% subsequent to making this Contract, the price set forth in this Contract shall be increased by an agreed written Change Order signed by the parties to reflect the price increase and additional direct cost to Contractor. Contractor will submit written documentation of the increased charges to Customer upon request. Upon receipt of the signed Change Order, Contractor will order the materials and proceed with the Work. As an additional remedy, if the actual cost of any labor or materials increases more than 10% subsequent to the making of this Contract, Contractor, at its sole discretion, may terminate the Contract for convenience. In connection with such termination, Contractor shall be entitled to payment for Work completed through the date of termination and shall have no further liability to Customer in connection with this Contract.
4. **Permits.** The Contractor shall secure the building permit. Owner shall pay for all permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the work contemplated by the Agreement. The Owner shall secure and pay for all permits, fees, licenses, and inspections by government agencies as legally required at the time at which this Agreement is executed.
5. **Change Orders.** Changes in the scope of this Contract may be accomplished after execution of this Contract and without invalidating this Contract by Change Order. A Change Order shall be based upon agreement between the Contractor and Customer in writing and signed by both parties. Each Change Order will include the change in the Work, the amount of the adjustment in the Contract Price and the extent of the adjustment to the times detailed in this Contract. Customer shall submit completed Finish Selection Schedules to Contractor in a timely fashion. Customer recognizes that any delays or changes in finish selection schedules may add time and cost to the Project. Contractor shall notify Customer when the Project reaches Substantial Completion. Customer shall be entitled to conduct a walkthrough with Contractor and issue a punch-list for any repairs or corrections necessary to complete the Project in accordance with the Plans and Specifications. Any items identified within the punch-list that consist of work beyond the scope of the Plans and Specifications shall be treated as a change order. Upon satisfactory completion of the punch-list items, Contractor shall notify Customer of final completion of the Project and Contractor shall submit to Owner its final payment request.
6. **Subcontractors.** Contractor may elect to utilize subcontractors to complete certain scopes of work. Subcontractors shall be licensed and capable of completing the work in a safe, expeditious, and qualified manner.
7. **Indemnification.** For good and valuable consideration, which the Customer hereby acknowledges receipt, the Customer shall defend, indemnify, and hold the Contractor, their officers, directors, agents, and employees (individually the "indemnitee," collectively, the "indemnitees") harmless from and against any and all claims, demands, losses, damages, liabilities, expenses, or costs, including reasonable attorney's fees, costs and expenses of investigation, penalties, interest and amounts paid in settlement (collectively "Losses") incurred or to be incurred by Contractor, arising out of, relating to, or resulting from any negligence, personal injury, wrongful death or property damages which is caused or occasioned by the acts of Customer;
8. **Insurance.** Contractor shall carry worker's compensation, automobile liability, commercial general liability and any other insurance required by law. Contractor will furnish a Certificate of Insurance, evidencing the types and amounts of its coverages, upon request.
9. **Access.** Customer shall provide Contractor with adequate access to electricity and other utilities as needed, the work site, and the work area adjacent to the structure. Contractor disclaims any and all liability for the grading, leveling, slope or construction of the roof deck, the roofing system, structure and/or appurtenances. Customer represents to Contractor that all of the existing surfaces are suitable to receive the materials identified in the scope of work and for the work. Customer shall provide Contractor with access to deliver and/or remove materials and debris. Prior to the commencement of work, Customer shall provide Contractor

with access to the interior of the structure, upon reasonable notice by Contractor, to inspect the premises for stains, ceiling damage and/or structural damage. Contractor shall not be responsible for any preexisting stains, ceiling damage and/or structural damage. Customer shall hold harmless and indemnify Contractor from all damages, liabilities, attorney's fees and other expenses incurred as a result of the Customer and/or Customer's failure to fulfill its obligations under this paragraph.

10. **Site Conditions.** Should concealed or unknown conditions in an existing structure bear variance with conditions indicated in the description of the work to be performed from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract, the Contract price shall be equitably adjusted upon notice thereof from the Contractor to the Customer.
11. **Asbestos and Toxic Materials.** This Proposal is based on Contractor not coming into contact with asbestos-containing or toxic materials ("ACM"). Contractor is not responsible for testing and/or the costs of testing for ACM. Contractor is not responsible for expenses, claims or damages arising out of the presence, disturbance or removal of ACM. Contractor shall be compensated for additional expenses resulting from the presence of ACM. Customer agrees to indemnify Contractor from and against any liability, damages, losses, claims, demands or citations arising out of the presence of ACM.
12. **Restrictions and Requirements.** In the event that state, county, or municipal codes or regulations require work not expressly set forth in this Contract or differ materially from that generally recognized as inherent in work of the character provided for in this Contract, all extra cost for Contractor's labor and materials shall be the sole obligation of the Customer. It shall be the sole obligation of the Customer to determine the existence of restrictions contained in deeds, subdivision or neighborhood regulations which might relate to or restrict the improvements under this Contract. Contractor shall have no liability or responsibility for any such non-conformity with such restrictions/requirements. Contractor shall be entitled to payment from Customer of all sums due hereunder not withstanding any injunction/prohibition against the work as a result of any violation of such restriction/requirement.
13. **Customer Protection of Property.** Due to the nature of the construction to be done at Customer's request, the Customer takes sole responsibility for any damage done to curbs, walkways, driveways, structures, septic tanks, HVAC, utility lines, pipes, yards, landscaping, plants, shrubbery, appurtenances, person(s) or real or personal property at the job location. Contractor is not liable for damage to person or property caused by nails, and Customer agrees that it will take the appropriate precautions to avoid said damage. Customer acknowledges that the work on the Property may cause disturbance, falling of materials attached to the underside of the deck, 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. Contractor shall not be responsible for disturbance, falling of materials attached to the underside of the deck, damage, clean up or loss to interior property that Customer did not remove and/or provide notice to remove or protect prior to commencement of the Work.
14. **Default and Dispute Resolution.** Customer shall give Contractor at least seven (7) days' written notice and opportunity to cure any alleged breach of the Contract, or such additional time as is reasonably necessary to cure the alleged breach, before declaring Contractor in default of this Contract. The validity, construction and performance of this Contract shall be determined in accordance with the substantive laws of the State of Illinois and the County of DuPage. If a dispute shall arise between Contractor and Customer with respect to any matters or questions arising out of or relating to this Contract or the breach thereof, Contractor 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 Contract 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 Contractor alleging any breach of this contract or negligence by Contractor must be initiated no later than two (2) years after Contractor performed the work covered by this Contract. Collection matters, including mechanics liens, may be processed through litigation or arbitration at the discretion of Contractor. Should either Party employ an attorney to

institute litigation or arbitration to enforce any of the provisions hereof, to protect its interest in any matter arising out of or related to this Contract, the prevailing Party shall be entitled to recover from the non-prevailing party all of its attorney's fees and costs/expenses incurred therein, including attorney's fees, and costs/expenses incurred at mediation, administrative, appellate or bankruptcy proceedings. Nothing contained in the Terms and Conditions shall be deemed a waiver of interfere with Contractor's mechanic lien rights. **WAIVER OF JURY TRIAL: EACH PARTY AGREES THAT AS A MATERIAL PART OF THE CONSIDERATION HEREUNDER AND AS AN INDUCEMENT TO ENTER INTO THIS AGREEMENT, EACH PARTY HEREBY WAIVES THE RIGHT TO A JURY TRIAL**

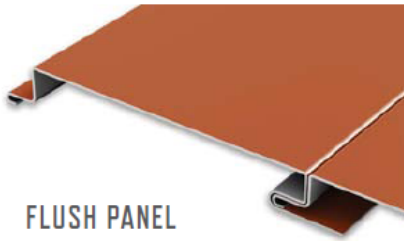
15. **Damage Limitation.** In no event, whether based on contract, warranty (express or implied), tort, federal or state statute or otherwise arising from or relating to the work and services performed under the Contract, shall Contractor be liable for special, consequential, or indirect damages, including loss of use or loss of profits. Contractor and Customer agree to allocate certain of the risks so that, to the fullest extent permitted by law, Contractor's total aggregate liability to Customer is limited to the dollar amount of the Contract for any and all injuries, damages, claims, expenses or claim expenses including attorneys' fees arising out of or relating to this Contract regardless of whether it is based in warranty, tort, contract, strict liability, negligence, errors, omissions, or from any other cause or causes.
16. **Warranties.** Any express warranty provided (if any) by Contractor is the sole and exclusive remedy for alleged construction defects, in lieu of all other remedies, implied or statutory. Unless otherwise provided: **THERE ARE NO EXPRESS OR IMPLIED WARRANTIES WHATSOEVER INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** All warranties/guarantees provided by Contractor, if any, shall be deemed null and void if Customer fails to strictly adhere to the payment terms contained in the Contract. All warranties and guarantees if any, provided under the Contract are solely for the original Customer and are non-transferable, unless otherwise agreed to by Customer and Contractor in writing. The acceptance of this Proposal by the Customer signifies his consent that any express warranty provided, if any, by Contractor is the sole and exclusive remedy for alleged construction defects, in lieu of all other remedies, implied or statutory. Customer waives any/all subrogation Claims or rights against Contractor to the extent such Claim is covered by insurance. **Customer shall hold harmless defend and indemnify Contractor for/from all Claims that relate to or arise out of any responsibility/liability which is expressly disclaimed by Contractor in these Terms and Conditions.** 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.
17. **Claims.** It is Customer's duty to notify Contractor in writing within 3 days of the occurrence of any claim, defect or deficiency arising out of work, services or materials provided by Contractor under this Contract ("Occurrence"). Failure of the Customer to provide written notice of the Occurrence shall result in the Customer waiving all claims that may be brought against Contractor arising out of or relating to the Occurrence, including claims arising in law, equity, contract, warranty (express or implied), tort or federal or state statutory claims.
18. **Force Majeure.** Contractor shall not be liable for any damage, whether actual or consequential, or claim arising out of or relating to Acts of God, pandemics, medical emergencies that have resulted in a local, state, or federal state of emergency, Coronavirus (COVID-19) or similar illnesses requiring quarantine, accidents, civil disturbances, shortage of materials, delays in obtaining materials, delays in transportation, fires, weather conditions, snow, strikes, war or other causes beyond Contractor's reasonable control, including delays caused by any act or neglect of Customer, by any separate Contractor employed by the Customer, or by changes ordered by the Customer in the work. Customer shall obtain prior to construction, fire, tornado, flood, builder's risk and other necessary insurance for this project.
19. **Disclaimer.** Contractor disclaims all liability for all claims, disputes, rights, losses, damages, causes of action or controversies ("Claims") pertaining to snow and/or ice loads that exceed manufacturer's specifications, Mold, including Claims arising out of or relating to the detection, removal, disposal, or remediation of Mold, whether those Claims arise in law, equity, contract, warranty, tort, or federal or state statutory claims, and whether those Claims are based on the acts or omissions of Contractor or individuals or entities under Contractor's control. The Customer is solely liable and responsible for all damages, whether actual or consequential, caused by Mold and incurred by Customer, Contractor or third parties.
20. **Working Hours.** The Proposal is based upon the performance of all work during

Contractor's regular working hours, excluding weekends and National holidays. Extra charges will be made for overtime and all work performed other than during Contractor's regular working hours if required by Customer.

21. **Materials.** All materials and work shall be furnished in accordance with normal industry tolerances for color, variation, thickness, size, weight, amount, finish, texture and performance standards. Contractor shall have the right to substitute material set forth in the Proposal with material of equal or better quality. Customer authorizes Contractor to use its best judgment in matching existing materials and Contractor shall not be liable for minor variations thereof. Contractor is not responsible for the actual verification of technical specifications of product manufacturers, i.e., R value, wind speed, ASTM or UL compliance, but rather the materials used are represented as such by the manufacturer. In the event that any specified material or equipment becomes unavailable either temporarily or permanently after the Contract is executed, provided that such availability is a result of factors beyond Contractor's control, then in the event of temporary unavailability, the contract time shall be extended to reflect the duration of time that the Contractor is delayed by the unavailability, and in the case of permanent unavailability, the Contractor shall be excused from providing said material or equipment and allowed to provide an available substitute. To the extent an available substitute is provided by Contractor under this provision, any increase in the cost between the originally specified material or equipment and its substitute shall be paid by the Customer to the Contractor. Due to material shortages, Contractor may experience delays related to the inability to timely obtain materials for this project. In the event of such a delay, Contractor shall notify Customer, and Customer agrees to provide Contractor with an extension of time for any delay attributable to the temporary inability to obtain materials.
22. **Intellectual Property.** Everything created, developed or produced by or through Contractor during its performance of the Project, including, without limitation, all drawings (pre-construction or otherwise), plans, specifications, reports, records, files, documents, memoranda, schedules, recordings, information and other materials or data (collectively, "Data") in any form, prepared, or in the process of being prepared, are owned by the Contractor and are the sole property of the Contractor until such time as Customer issues final payment for the Project. The Contractor owns all of the rights, titles and interests, in and to the Data, including, without limitation, all trademarks, copyrights, trade secrets, patents, and any and all other intellectual property rights therein (collectively, the "Intellectual Property Rights"). Any such Data in the possession of the Customer or in the possession of any agent, representative or contractor of Customer shall immediately be returned to Contractor upon demand unless and until full and final payment has been issued by Customer under the terms of the Agreement. In the event of Customer or its agents, representatives or contractor's improper use of Contractor's Data or Intellectual Property Rights
23. **Construction and Interpretation.** Each provision of the Contract shall be construed as if both parties mutually drafted this Contract. This Contract records the entire Contract of the parties and supersedes any previous or contemporaneous Contract, understanding, or representation, oral or written, by the parties. All documents/exhibits referred to in this Contract are an integral part of the Contract and are incorporated by reference.
24. **Severability.** Customer and Contractor agree that each of the provisions included in this Contract is separate, distinct and severable from the other remaining provisions of this Contract, and that the invalidity of any Contract provision shall not affect the validity of any other provision(s) of this Contract.
25. **In addition to the above, Projects involving Roofing Services shall be subject to the following terms and conditions:**
- a. **Deck.** Customer warrants that structures on which Contractor is to work are in sound condition and capable of withstanding roofing construction, equipment and operations. Contractor's commencement of roof installation indicates only that Contractor has visually inspected the surface of the roof deck for visible defects. Contractor is not responsible for the structural sufficiency, quality of construction (including compliance with FMG criteria), undulations, fastening or moisture content of the roof deck or other trades' work or design and their effect on the roof.
- b. **Concrete Decks.** In the event that roofing is to be installed over a concrete or other wet deck or substrate, the determination as to when the concrete or wet substrate is sufficiently cured and dried so that roofing materials can be installed without potential future adverse effect shall be made by the General Contractor in consultation with the concrete subcontractor, concrete manufacturer and design professional. Contractor is not responsible to test or assess moisture content of the deck or substrate.
- c. **Deck Repairs.** Any work required to replace rotten, or missing wood or deteriorated decking shall be done on a labor and material or unit price basis as an extra unless specifically included in the scope of work.
- d. **Roof Projections.** Contractor will flash roof projections that are in place prior to installation of roofing or shown on the architectural plans provided to Contractor. Penetrations not shown on the plans provided to Contractor prior to submittal of this proposal or required after installation of roofing shall be considered an order for extra work, and Contractor shall be compensated at its customary time and material rates for additional expense resulting from additional penetrations.
- e. **Tolerances.** All labor and materials shall be furnished in accordance with normal industry standards and industry tolerances for uniformity, color, variation, thickness, size, weight, finish and texture. Specified quantities are intended to represent an average over the entire roof area.
- f. **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. Contractor is not responsible for design, including calculation or verification of wind-load design. To the extent minimum wind loads or uplift pressures are required, Contractor's bid is based solely on manufacturer's printed test results. Contractor itself makes no representation regarding wind uplift capacity and assumes no liability for wind uplift.
- g. **Fumes and Emissions.** Customer acknowledges that odors and emissions from roofing products will be released as part of the roofing operations to be performed by Contractor. 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. Customer is aware that roofing products emit fumes, vapors and odors during the application process. Some people are more sensitive to these emissions than others. Customer shall hold Contractor harmless from claims from third parties relating to fumes and odors that are emitted during the normal roofing process.
- h. **Sealed Attic Liability Exclusion.** Contractor shall not be liable for any roof or structural related issue arising out of or relating to combining a sealed attic system with a self-adhered underlayment, and Customer agrees to indemnify and hold harmless Contractor for any and all damages arising out of said condition.
- i. **Unforeseen Decking Lines.** Installation of a new roof to the deck area of the building requires nails and/or screws to be inserted into the deck area. By code, electrical, telephone and security wiring and air conditioning wiring and lines should not be installed directly beneath the roof deck. If Customer is aware of these or any other such lines, Customer must notify Contractor immediately as the Contractor will not be responsible for the puncture of improperly installed lines or lines within three inches of the roof deck. Customer accepts full responsibility for any repair or replacement that may be necessary.
- j. **Oil-canning.** Metal roofing and especially lengthy flat-span sheet-metal panels often will exhibit waviness, commonly referred to as "oil-canning." The degree of oil-canning and the appearance of the panels will vary depending on factors such as the length and color of the panels, alloy, gauge, galvanizing process, substrate condition, and exposure to sunlight. Oil-canning pertains to aesthetics and not the performance of the panels and is not controlled by the roofing Contractor. The type of metal roofing panels specified can affect the degree of oil-canning. Contractor is not responsible for oil-canning or aesthetics. Oil-canning shall not be grounds to withhold payment or reject panels of the type specified.
- k. **Tobacco Juicing** is a naturally occurring phenomenon and refers to a brown sticky substance that may appear on asphaltic roofs and surrounding areas under certain climatic conditions. Tobacco juicing is not due to either a manufacturing defect or a problem with the asphalt. It generally occurs when a roof is exposed to intense sun combined with excessive night moisture but a prolonged lack of rain. Contractor

is not responsible for tobacco juicing.

- l. **Ice Dam Disclaimer.** Ice dams can occur when snow melts on the roof and refreezes in a manner that prevents water from draining properly. Customer assumes all responsibility and agrees to hold Contractor harmless from any roof damage, leaks, structural damage or other damage resulting from ice dams.
- m. **Existing Skylight Disclaimer.** Where Customer has existing skylights installed in the roof and does not elect to have Contractor replace the existing skylights as part of its agreed upon Scope of Work, Customer assumes all responsibility and agrees to hold Contractor harmless from any leaks and resulting damage associated with the existing skylights.



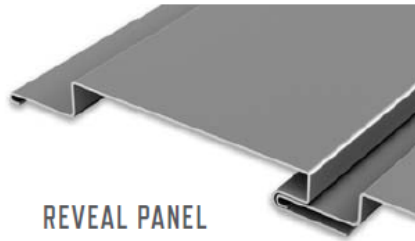
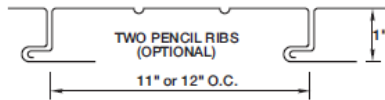
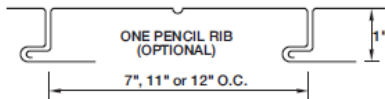
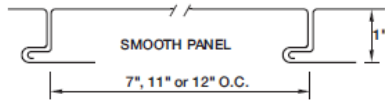
FLUSH PANEL

MATERIALS

.032 aluminum	24 gauge steel
.040 aluminum*	22 gauge steel*

SPECS

7", 11", or 12" O.C. 1" High



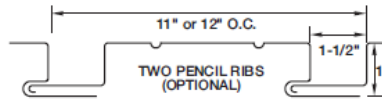
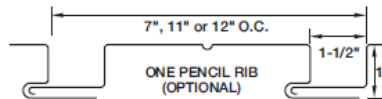
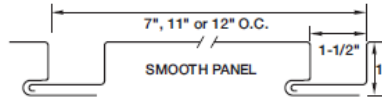
REVEAL PANEL

MATERIALS

.032 aluminum	24 gauge steel
.040 aluminum*	22 gauge steel*

SPECS

7", 11", or 12" O.C. 1" High



NOTE: Oil canning is not a cause for rejection.

- 12" O.C. has reduced fastener flange
- Clip not shown in drawings above
- A complete specification is available online at pac-clad.com.

PRODUCT FEATURES

- ▶ Available with up to two pencil ribs
- ▶ Rounded interlock leg provides improved flush fit
- ▶ Optional clips available for added wind resistance requirements (clips can be used on all widths but were tested only on the 12-in. panel)
- ▶ 35-year non-prorated finish warranty
- ▶ Panel lengths from 4' to 25'

MATERIAL

- ▶ 48 stocked colors (24 gauge steel)
- ▶ 17 stocked colors (22 gauge steel)
- ▶ 34 stocked colors (.032 aluminum)
- ▶ 26 stocked colors (.040 aluminum)
- ▶ Galvalume Plus available

ASTM TESTS - FLUSH

- ▶ ASTM E330 (only the 12" panel was tested)
- ▶ ASTM 1592
- ▶ ASTM E283
- ▶ ASTM E331
- ▶ AAMA 501.1-05

FLORIDA BUILDING PRODUCT APPROVALS

Please refer to pac-clad.com or your local factory for specific product approval numbers for Flush panels.

*Limited color availability.