



Phase 1

OWNER/CLIENT: City of Keller	CONSTRUCTOR: Marseal Group, LLC.
ARCHITECT/ENGINEER: N/A	DATE CREATED: May 2, 2022
PROJECTED START: May 16, 2022	CREATED BY: Brock Reaves
PROJECTED DURATION: 20 Days	

PRIME CONTRACT

ARTICLE 1 AGREEMENT

- 1. This Agreement is made between OWNER/CLIENT and CONSTRUCTOR, Marseal Group LLC, (Tax identification number (TIN) 82-3186398). Owner and Constructor are collectively the "Parties."

ARTICLE 2 THE WORK

- 2. Constructor shall use its diligent efforts to perform the "Work," as described in the Scope of Work, in an expeditious manner consistent with the Contract Documents. Constructor shall provide all labor, materials, equipment, and services necessary to complete the Work in full accord with and reasonably inferable from the Contract Documents.

ARTICLE 3 PRICE

- 3. As full compensation for performance by Constructor of the Work, Owner shall pay Constructor the lump sum price referenced in the Scope of Work and detailed terms outlined in the Schedule of Values. The lump sum price, "Price," is subject to adjustment as provided in this Agreement.

ARTICLE 4 EXHIBITS

- 4. The following exhibits and/or documents are made part of this Agreement:
 - a. Plans and Specifications
 - b. Scope of Work & Schedule of Values & Insurance Estimate
 - c. Subcontractor Bids
 - d. Signed change orders, if applicable

ARTICLE 5 ETHICS

- 5. Each Party shall perform their obligations with integrity. Each shall: (a) avoid conflicts of interest; (b) promptly disclose to the other Party any conflicts that arise; and (c) warrant that it has not and shall not pay nor receive any contingent fees or gratuities to or from the other Party, including its agents, officers, and employees, subcontractors, suppliers, or others to secure preferential treatment.

ARTICLE 6 CONSTRUCTOR'S RESPONSIBILITIES

- 6. Constructor shall be responsible for supervision and coordination of the Work, including the construction means, methods, techniques, sequences, and procedures utilized, unless the Contract Documents give other specific instructions.
 - 6.1. Constructor shall pay all applicable taxes for the Work provided by Constructor.
 - 6.2. Owner may elect to perform work at the Worksite directly or by others retained by Owner. The Parties shall coordinate the activities of all forces at the Worksite and shall agree upon fair and reasonable schedules and operational procedures for Worksite activities. Owner shall require each separate contractor to cooperate with Constructor and to assist with the coordination of activities and the review of construction schedules and operations. Contract Price and Contract Time may be equitably adjusted in accordance with this Agreement for changes made necessary by the coordination of construction activities, and the construction schedule shall be revised accordingly.
 - 6.3. Before commencing the Work, Constructor shall examine and compare the drawings and specifications with information furnished in the Contract Documents; relevant field measurements made by Constructor; and any visible conditions at the Worksite affecting the Work.
 - 6.4. COMPLIANCE WITH LAWS Constructor shall comply with all laws at its own costs. Constructor shall be liable to Owner for all loss, cost, or expense, attributable to any acts or omissions by Constructor, its employees, subcontractors, suppliers, and agents for failure to comply with laws, including fines, penalties, or corrective measures.
 - 6.5. WARRANTY
 - 6.5.1. Constructor warrants that all materials and equipment shall be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. Constructor further warrants that the Work will be free from material defects not intrinsic in the design or materials required in the Contract Documents. Constructor's warranty does not include remedies for defects or damages caused by normal wear and tear during normal usage, use for a purpose for which the Project was not intended, improper or insufficient maintenance, modifications performed by Owner or others retained by Owner, or abuse.
 - 6.5.2. If, after the Date of Substantial Completion and within the workmanship warranty term, any portion of the Work is found to be not in conformance with the Contract Documents ("Defective Work"), Owner shall promptly notify Constructor in writing. Unless Owner provides written acceptance



of the condition, Constructor shall promptly correct the Defective Work at its own cost and time and bear the expense of additional services required for correction of any Defective Work for which it is responsible.

- 6.6. SAFETY Constructor shall have overall responsibility for safety precautions and programs in the performance of the Work, except that Constructor's subcontractors shall also be responsible for the safety of persons or property in the performance of their work, and for compliance with the provisions of laws. Constructor shall prevent against injury, loss, or damage to persons or property by taking reasonable steps to protect its employees and other persons at the Worksite; materials and equipment stored at on-site or off-site locations for use in the Work; and property located at the Worksite and adjacent to Work areas, whether or not the property is part of the Work.
- 6.7. HAZARDOUS MATERIALS A Hazardous Material is any substance or material identified now or in the future as hazardous under any federal, state, or local law or regulation, or any other substance or material which may be considered hazardous or otherwise subject to statutory or regulatory requirement governing handling, disposal, or clean-up. Constructor shall not be obligated to commence or continue work until any Hazardous Material discovered at the Worksite has been removed, or rendered or determined to be harmless by Owner as certified by an independent testing laboratory and approved by the appropriate government agency. If Constructor incurs additional costs or is delayed due to the presence or remediation of Hazardous Material, Constructor shall be entitled to an equitable adjustment in the Contract Price or the Contract Time.
- 6.8. MATERIALS BROUGHT TO THE WORKSITE Constructor shall be responsible for the proper delivery, handling, application, storage, removal, and disposal of all materials and substances brought to the Worksite by Constructor unless otherwise indicated in the Clarifications and in accordance with the Contract Documents and used or consumed in the performance of the Work.
- 6.9. SUBMITTALS Constructor shall submit to Owner and Design Professional for review and approval all shop drawings, samples, product data, and similar submittals required by the Contract Documents. Submittals may be submitted in electronic form. Constructor shall be responsible to Owner for the accuracy and conformity of its submittals to the Contract Documents. Constructor shall prepare and deliver its submittals to Owner and Design Professional in a manner consistent with the Schedule of the Work and in such time and sequence so as not to delay the performance of the Work or the work of Owner and others retained by Owner. Constructor submittals shall identify in writing for each submittal all changes, deviations, or substitutions from the requirements of the Contract Documents. The approval of any Constructor submittal shall not be deemed to authorize deviations, substitutions, or changes in the requirements of the Contract Documents unless a Change Order or Interim Directive specifically authorizes such deviation, substitution, or change. To the extent a change, deviation, or substitution causes an impact to the Contract Price or Contract Time, such approval shall be memorialized in a Change Order no later than seven (7) Days following approval by Owner. Neither Owner nor Design Professional shall make any change, deviation, or substitution through the submittal process without specifically identifying and authorizing such deviation to Constructor. Owner shall be responsible for review and approval of submittals with reasonable promptness to avoid causing delay. Constructor shall perform all Work strictly in accordance with approved submittals. Owner's approval does not relieve Constructor from responsibility for Defective Work resulting from errors or omissions of any kind on the approved shop drawings.
- 6.10. CONCEALED OR UNKNOWN SITE CONDITIONS If a condition encountered at the Worksite is (a) a subsurface or other physical condition which is materially different from those indicated in the Contract Documents, or (b) an unusual and unknown physical condition which is materially different from conditions ordinarily encountered and generally recognized as inherent in the Work provided for in the Contract Documents, Constructor shall stop Work and give prompt written notice of the condition to Owner and Design Professional. Owner shall investigate and then issue an Interim Directive specifying the extent to which Owner agrees that a concealed or unknown condition exists and directing how Constructor is to proceed. Constructor shall not be required to perform any Work relating to the condition without the written mutual agreement of the Parties. Any change in the Contract Price or Contract Time as a result of the unknown condition shall be made by Change Order.
- 6.11. CUTTING, FITTING, AND PATCHING Constructor shall perform cutting, fitting, and patching necessary to coordinate the various parts of the Work and to prepare its Work for the work of Owner or others retained by Owner.
- 6.12. CLEANING UP Constructor shall regularly remove debris and waste materials at the Worksite resulting from the Work. Prior to discontinuing Work in an area, Constructor shall clean the area and remove all rubbish and its construction equipment, tools, machinery, waste, and surplus materials. Constructor shall minimize and confine dust and debris resulting from construction activities. At the completion of the Work, Constructor shall remove from the Worksite all construction equipment, tools, surplus materials, waste materials, and debris.

ARTICLE 7 OWNER'S RESPONSIBILITIES

7. Any information or services to be provided by Owner shall be provided in a timely manner.
 - 7.1. FINANCIAL INFORMATION Before commencing the Work and thereafter at the written request of Constructor, Owner shall provide Constructor with evidence of Project financing if requested. Evidence of such financing shall be a condition precedent to Constructor's commencing or continuing the Work. Constructor shall be notified prior to any material change in Project financing.
 - 7.2. WORKSITE INFORMATION To the extent Owner has obtained, or is required to obtain the following Worksite information, then Owner shall provide Constructor the following:
 - 7.2.1. information describing the physical characteristics of the Worksite, including surveys, Worksite evaluations, legal descriptions, data, or drawings depicting existing conditions, subsurface, and environmental studies, reports, and investigations;
 - 7.2.2. tests, inspections, and other reports dealing with environmental matters, hazardous material, and other existing conditions, including structural, mechanical, and chemical tests required by the Contract Documents or by law;
 - 7.2.3. the limits of Pollution Liability Insurance covering the Worksite held by Owner; and any other information or services requested in writing by Constructor which are required for Constructor's performance of the Work and under Owner's control.
 - 7.3. MECHANICS AND CONSTRUCTION LIEN INFORMATION Within seven (7) Days after receiving Constructor's written request, Owner shall provide Constructor with the information necessary to give notice of or enforce mechanics lien rights and, where applicable, stop notices. This information shall include Owner's interest in the real property on which the Project is located and the record legal title.
 - 7.4. BUILDING PERMIT, FEES, AND APPROVALS Except for those explicitly stated in the Scope of Work, Owner shall secure and pay for all other permits, approvals, easements, assessments, and fees required for the development, construction, use, or occupancy of permanent structures or for permanent changes in existing facilities, including the building permit.
 - 7.5. DOCUMENTS IN ELECTRONIC FORM Owner, Design Professional, and Constructor shall clearly communicate the process by which to exchange documents and data in electronic or digital form, if agreed upon by parties.

ARTICLE 8 SUBCONTRACTS

8. Constructor agrees to bind every subcontractor and supplier (and require every subcontractor to so bind its subcontractors and suppliers) to all the provisions of this Agreement and the Contract Documents as they apply to the subcontractor's and supplier's portions of the Work.

ARTICLE 9 CONTRACT TIME

9. Substantial Completion of the Work shall be achieved as fast as reasonably possible in working with Owner schedule or as seen in the Scope of Work. Time is of the essence for obligations of the Contract Documents.

ARTICLE 10 SCHEDULE OF THE WORK

10. Before submitting its first application for payment, Constructor shall submit to Owner, and if directed, to Design Professional, a Schedule of Values which will show the milestones in which Constructor plans to begin and to complete various parts of the Work, including milestone target dates on which information and approvals are required from Owner.



- 10.1. Owner may determine the sequence in which the Work shall be performed, provided it does not unreasonably interfere with the Schedule of the Work. Owner may require Constructor to make reasonable changes in the sequence at any time during the performance of the Work in order to facilitate the performance of work by Owner or others. If Constructor subsequently incurs costs or is delayed, Constructor may seek equitable adjustment in the Contract Price and Contract Time under this Agreement.

ARTICLE 11 DELAYS AND EXTENSIONS OF TIME

11. If Constructor is delayed at any time in the commencement or progress of the Work by any cause beyond the control of Constructor, Constructor shall be entitled to an equitable extension of the Contract Time. Examples of causes beyond the control of Constructor include, but are not limited to, the following: (a) acts or omissions of Owner, Design Professional, or others; (b) changes in the Work or the sequencing of the Work ordered by Owner or arising from an Owner decision that impacts Contract Time; (c) encountering Hazardous Materials, or concealed and unknown conditions; (d) delay authorized by Owner pending dispute resolution or suspension by Owner; (e) transportation delays not reasonably foreseeable; (f) labor disputes not involving Constructor; (g) general labor disputes impacting the Project but not specifically related to the Worksite; (h) fire; (i) terrorism, (j) epidemics, (k) adverse governmental actions, (l) unavoidable accidents or circumstances; (m) adverse weather conditions not reasonably anticipated. Constructor shall process any requests for equitable extensions of Contract Time in accordance with the provisions of ARTICLE 13.
- 11.1. In addition, if Constructor incurs additional costs as a result of a delay that is caused by items (a) through (d) in §11 above, Constructor may be entitled to an equitable adjustment in the Contract Price subject to ARTICLE 13.
- 11.2. In the event delays to the Work are encountered for any reason, Constructor shall provide prompt written notice to Owner of the cause of such delays after Constructor first recognizes the delay. The Parties each agree to undertake reasonable steps to mitigate the effect of such delays.
- 11.3. NOTICE OF DELAY CLAIMS If Constructor requests an equitable extension of the Contract Time or an equitable adjustment in the Contract Price as a result of a delay, Constructor shall give Owner written notice of the claim. If Constructor causes delay in the completion of the Work, Owner shall be entitled to recover its additional costs, subject to ARTICLE 18.

ARTICLE 12 ALLOWANCES

12. All allowances stated in the Contract Documents shall be included in the Price unless otherwise stated in Clarifications. While Owner may direct the amounts of, and particular suppliers or subcontractors for, specific allowance items, if Constructor reasonably objects to a supplier or subcontractor, it shall not be required to contract with them. Owner shall select allowance items in a timely manner so as not to delay the Work. Allowances shall include the costs of materials and equipment delivered to the Worksite less applicable trade discounts and including requisite taxes, unloading and handling at the Worksite, and labor and installation, unless specifically stated otherwise. The Contract Price shall be adjusted by Change Order to reflect the actual costs when they are greater than or less than the allowances.

ARTICLE 13 CHANGES

13. Constructor may request or Owner may order changes in the Work or the timing or sequencing of performance of the Work that impacts the Contract Price or the Contract Time. All such changes in the Work that affect the Contract Time or Contract Price shall be formalized in a Change Order.
- 13.1. The Parties shall negotiate in good faith an appropriate adjustment to the Contract Price or the Contract Time and shall conclude these negotiations as expeditiously as possible. Acceptance of the Change Order and any adjustment in the Contract Price or Contract Time shall not be unreasonably withheld. Constructor shall not be obligated to perform changes in the Work without a Change Order or Interim Directive.
- 13.2. INTERIM DIRECTIVES
- 13.2.1. Owner may issue a written Interim Directive directing a change in the Work before agreeing on an adjustment to the Contract Price or the Contract Time, or directing Constructor to perform Work that Owner believes is not a change.
- 13.2.2. The Parties shall negotiate expeditiously and in good faith for appropriate adjustments, as applicable, to the Contract Price or the Contract Time arising out of an Interim Directive. As the directed work is performed, Constructor shall submit its costs for such work with its application for payment. If there is a dispute as to the cost of the Work, Owner shall pay Constructor fifty percent (50%) of its actual (incurred or committed) cost to perform the work. In such event, the Parties reserve their rights as to the disputed amount, subject to the requirements of ARTICLE 19.
- 13.2.3. When Owner and Constructor agree upon the adjustment in the Contract Price or the Contract Time, for a change in the Work directed by an Interim Directed Change, such agreement shall be the subject of a Change Order.
- 13.3. COST OR CREDIT DETERMINATION
- 13.3.1. An increase or decrease in the Contract Price or the Contract Time resulting from a change in the Work may result in a \$250 change fee and shall be determined by one or more of the following methods:
- unit prices set forth in this Agreement or as subsequently agreed;
 - a mutually accepted, itemized lump sum; or
 - costs calculated on a basis agreed upon by Owner and Constructor plus 10% overhead and 10% profit.
- 13.3.2. If a cost or credit determination cannot be agreed to above, the cost of the change in the Work shall be determined by the reasonable actual expense incurred or savings realized in the performance of the Work resulting from the change. If there is a net increase in the Contract Price, Constructor's overhead and profit shall be adjusted accordingly. In case of a net decrease in the Contract Price, Constructor's overhead and profit shall not be adjusted unless ten percent (10%) or more of the Project is deleted. Constructor shall maintain a documented itemized accounting evidencing the expenses and savings.
- 13.4. UNIT PRICES If unit prices are included in the Contract Documents or are subsequently agreed to by the Parties, but the character or quantity of such unit price items as originally contemplated is so different in a proposed Change Order that the original unit prices will cause substantial inequity to Owner or Constructor, such unit prices shall be equitably adjusted.

ARTICLE 14 PAYMENT

14. Payments will be invoiced according to this contract, the Schedule of Values, Scope of Work, Work Authorizations, Change Orders, or other agreements signed by both parties.
- 14.1. SCHEDULE OF VALUES In the Exhibit B and/or Scope of Work of this Agreement, Constructor shall prepare and submit to Owner and, if directed, Design Professional, a schedule of values apportioned to the various divisions or phases of the Work.
- 14.2. PROGRESS PAYMENTS Constructor shall submit to Owner and, if directed, Design Professional an application for payment upon completion of a phase. Constructor's applications for payment shall be itemized and supported by Constructor's schedule of values based on a percentage of completion and shall include any other substantiating data as required by this Agreement. Payment applications shall include payment requests on account of properly authorized Change Orders or Interim Directives. Owner shall pay the amount due on any payment application, less any amounts as set forth below, no later than ten (10) Business Days after Constructor has submitted a complete and accurate payment application. Owner may deduct, from any progress payment, such amounts as may be retained pursuant to §14.3.
- 14.3. RETAINAGE Retainage will be calculated as a standard 5%, or the amount determined by the Schedule of Values in Exhibit B and/or the Scope of Work. Owner shall withhold no additional retainage and shall pay Constructor the full amount due upon completion of each phase. Constructor may invoice for retainage upon final completion of a designated portion or phase of the work.
- 14.4. ADJUSTMENT OF CONSTRUCTOR'S PAYMENT APPLICATION Owner may adjust or reject a payment application or nullify a previously approved payment application, in whole or in part, as may reasonably be necessary to protect Owner from loss or damage based upon the following, to the extent that Constructor is responsible for such under this Agreement:



- 14.4.1. Constructor's repeated failure to perform the Work as required by the Contract Documents;
- 14.4.2. loss or damage arising out of or relating to this Agreement and caused by Constructor to Owner or to others retained by Owner to whom Owner may be liable;
- 14.4.3. Constructor's failure to properly pay either Subcontractors or Suppliers following receipt of payment from Owner for that portion of the work or for supplies, provided that Owner is making payments to Constructor in accordance with the terms of this Agreement;
- 14.4.4. rejected or Defective Work not corrected in a timely fashion;
- 14.4.5. reasonable evidence of delay in performance of the Work such that the Work will not be completed within the Contract Time;
- 14.4.6. reasonable evidence demonstrating that the unpaid balance of the Contract Price is insufficient to fund the cost to complete the Work; and
- 14.4.7. uninsured third-party claims involving Constructor or reasonable evidence demonstrating that third-party claims are likely to be filed unless and until Constructor furnishes Owner with adequate security in the form of a surety bond, letter of credit, or other collateral or commitment which are sufficient to discharge such claims if established.
- 14.4.8. No later than seven (7) Days after receipt of an application for payment, Owner shall give written notice to Constructor disapproving or nullifying it or a portion of it, specifying the reasons for the disapproval or nullification. When the above reasons for disapproving or nullifying an application for payment are removed, payment shall be made for the amounts previously withheld.
- 14.5. PAYMENT DELAY If for any reason not the fault of Constructor, Constructor does not receive a progress payment from Owner within seven (7) Days after the time such payment is due, Constructor, upon giving seven (7) Days' written notice to Owner, and without prejudice to and in addition to any other legal remedies, may stop Work until payment of the full amount owing to Constructor has been received. If Constructor incurs costs or is delayed resulting from shutdown, delay, and start-up, Constructor may seek an equitable adjustment in the Contract Price or Contract Time.
- 14.6. SUBSTANTIAL COMPLETION Substantial Completion is defined as 100% progress billing invoiced date, minus retainage and punch list. When Substantial Completion of the Work or a designated portion or phase thereof is achieved, Constructor shall prepare an invoice. Unless otherwise provided in the Invoice, warranties required by the Contract Documents shall commence on the date of the Invoice for the Work or a designated portion.
 - 14.6.1. Upon acceptance by Owner of the Invoice, Owner shall pay to Constructor the remaining retainage held by Owner for the work described and completed in the Invoice.
- 14.7. FINAL COMPLETION When final completion has been achieved, Constructor shall prepare for Owner's acceptance a final application for payment stating that to the best of Constructor's knowledge, and based on Owner's inspections, the Work has reached final completion in accordance with the Contract Documents.
 - 14.7.1. Final payment of the balance of the Contract Price, including any remaining retainage plus any supplements and/or change orders, shall be made to Constructor within ten (10) Business Days after Constructor has submitted to Owner a complete and accurate application for final payment and the following submissions:
 - a. an affidavit declaring any indebtedness connected with the Work to have been paid, satisfied, or to be paid with the proceeds of final payment, so as not to encumber Owner's property;
 - b. as-built drawings, manuals, copies of warranties, and all other close-out documents required by the Contract Documents;
 - c. release of any liens, conditioned on final payment being received;
 - d. consent of any surety, if applicable; and
 - e. any outstanding known and unreported accidents or injuries experienced by Constructor or its subcontractors at the Worksite.
- 14.8. Claims not reserved by Owner in writing with the making of final payment shall be waived except for claims relating to liens or similar encumbrances, warranties, Defective Work, and latent defects. Unless Constructor provides written identification of unsettled claims known to Constructor at the time of making application for final payment, acceptance of final payment constitutes a waiver of such claims.
- 14.9. LATE PAYMENT Payments due but unpaid shall bear interest from the date payment is due at a rate of ten percent per week overdue.

ARTICLE 15 INDEMNITY

- 15.1. To the fullest extent permitted by law, Constructor shall indemnify and hold harmless Owner, Owner's officers, directors, members, consultants, agents, and employees and Design Professional (the "Indemnitees") from all claims for bodily injury and property damage, other than to the Work itself and other property insured under ARTICLE 16, including reasonable attorneys' fees, costs, and expenses, that may arise from the performance of the Work but only to the extent caused by the negligent or intentionally wrongful acts or omissions of Constructor, subcontractors, suppliers, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable. Constructor shall be entitled to reimbursement of any defense costs paid above Constructor's percentage of liability for the underlying claim to the extent provided in the section immediately below.
- 15.2. To the fullest extent permitted by law, Owner shall indemnify and hold harmless Constructor, its officers, directors, or members, subcontractors, suppliers, or anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable from all claims for bodily injury and property damage, other than property insured under ARTICLE 16, including reasonable attorneys' fees, costs, and expenses, that may arise from the performance of work by Owner, Design Professional, or others retained by Owner, but only to the extent caused by the negligent or intentionally wrongful acts or omissions of Owner, Design Professional, or others retained by Owner. Owner shall be entitled to reimbursement of any defense costs paid above Owner's percentage of liability for the underlying claim to the extent provided in the section immediately above.
- 15.3. NO LIMITATION ON LIABILITY In any and all claims against the Indemnitees by any employee of Constructor, anyone directly or indirectly employed by Constructor or anyone for whose acts Constructor may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Constructor under Workers' Compensation acts, disability benefit acts, or other employment benefit acts.

ARTICLE 16 INSURANCE

- 16. Before commencing the Work and as a condition precedent to payment, Constructor shall procure and maintain in force Workers' Compensation Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance (CGL). Constructor shall maintain insurance for one year after Substantial Completion, or as required by the Contract Documents. If requested, Constructor shall provide Owner with certificates of the insurance coverage required. Business Automobile Liability, and CGL policies, as required in this article, shall be written with at least the following limits of liability:
 - 16.1. Business Automobile Liability Insurance \$1,000,000 per accident.
 - 16.2. CGL Insurance:
 - a. \$1,000,000 per occurrence;
 - b. \$2,000,000 general aggregate;
 - c. \$2,000,000 products/completed operations aggregate;
 - d. \$1,000,000 personal and advertising injury limit.
 - 16.3. Business Automobile Liability, and CGL coverage required in the subsection above may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or umbrella liability policies. Constructor shall maintain in effect all insurance coverage required in the section immediately above with insurance companies lawfully authorized to do business in the jurisdiction in which the Project is located.



ARTICLE 17 BONDS

17. Performance and Payment Bonds are not required of Constructor unless otherwise indicated. If required, such bonds shall be issued by a surety admitted in the state in which the Project is located and must be acceptable to Owner. Owner's acceptance shall not be withheld without reasonable cause. The penal sum of the Payment Bond shall equal the penal sum of the Performance Bond.

ARTICLE 18 LIMITED MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

18. Except for (a) losses covered by insurance required by the Contract Documents, or (b) specific items of damages excluded from this waiver as mutually agreed upon by the Parties and identified below, the Parties agree to waive all claims against each other for any consequential damages that may arise out of or relate to this Agreement. This article shall also apply to the termination of this Agreement and shall survive such termination. The Parties shall require similar waivers in contracts with subcontractors and others retained for the project.

ARTICLE 19 NOTICE TO CURE AND TERMINATION

- 19.1. NOTICE TO CURE A DEFAULT If Constructor persistently fails to supply enough qualified workers, proper materials, or equipment to maintain the approved Schedule of the Work or fails to make prompt payment to its workers, Subcontractors, or Suppliers, disregards law or orders of any public authority having jurisdiction, or is otherwise guilty of a material breach of a provision of this Agreement, Constructor may be deemed in default. If Constructor fails to commence and to continue satisfactory correction of such default with diligence and promptness within fourteen (14) days after written notification, then Owner shall give Constructor a second written notice to correct the default within a seven (7) business Day period.
- 19.2. TERMINATION BY OWNER If Constructor fails to promptly commence and continue satisfactory correction of the default following receipt and expiration of second notice to default, Owner may terminate this Agreement by written notice. If Owner's costs arising out of Constructor's failure to cure, including the costs of completing the Work and reasonable attorneys' fees, exceed the unpaid Contract Price, Constructor shall be liable to Owner for such excess costs. If Owner's costs are less than the unpaid Contract Price, Owner shall pay the difference to Constructor. If Owner exercises its rights under this section, upon the request of Constructor, Owner shall furnish to Constructor a detailed accounting of the costs incurred by Owner.
- 19.2.1. Owner shall make reasonable efforts to mitigate damages arising from Constructor default and shall promptly invoice Constructor for all amounts due.
- 19.3. TERMINATION BY CONSTRUCTOR Seven (7) Days after Owner's receipt of written notice from Constructor, Constructor may terminate this Agreement if the Work has been stopped for a fourteen (14) day period through no fault of Constructor for any of the following reasons: (a) under court order or order of other governmental authorities having jurisdiction; (b) as a result of the declaration of a national emergency or other governmental act during which, through no act or fault of Constructor, materials are not available.
- 19.3.1. See §14.5
- 19.3.2. In addition, upon seven (7) Days' written notice to Owner, and an opportunity to cure within seven (7) Days, Constructor may terminate the Agreement if Owner does any of the following: (a) fails to furnish reasonable evidence that sufficient funds are available and committed for the entire cost of the Project in accordance with §7.1; (b) assigns this Agreement over Constructor's reasonable objection; (c) fails to pay Constructor in accordance with this Agreement and Constructor has stopped work in compliance with applicable notice provisions; or (d) otherwise materially breaches this Agreement.
- 19.3.3. Upon termination by Constructor pursuant to this Agreement, Constructor shall be entitled to recover from Owner payment for all Work executed and for any proven loss, cost, or expense in connection with the Work, including all demobilization costs plus reasonable overhead and profit.
- 19.4. OBLIGATIONS ARISING BEFORE TERMINATION Even after termination the provisions of this Agreement still apply to any Work performed, payments made, events occurring, costs charged or incurred, or obligations arising before the termination date.

ARTICLE 20 DISPUTE MITIGATION AND RESOLUTION

- 20.1. CLAIMS FOR ADDITIONAL COST OR TIME Except as provided in ARTICLE 11 for any claim for an increase in the Contract Price or the Contract Time, Constructor shall give Owner written notice of the claim within fourteen (14) Days after the occurrence giving rise to the claim or within fourteen (14) Days after Constructor first recognizes the condition giving rise to the claim, whichever is later. Except in an emergency, notice shall be given before beginning the Work. Any change in the Contract Price or the Contract Time resulting from such claim shall be authorized by Change Order.
- 20.2. WORK CONTINUANCE AND PAYMENT Constructor shall continue the Work and maintain the Schedule of the Work during any dispute resolution proceedings. If Constructor continues to perform, Owner shall continue to make payments in accordance with the Agreement.
- 20.3. DIRECT SETTLEMENT DISCUSSIONS If a dispute arises out of or relates to this Agreement or its breach, the Parties shall endeavor to settle the dispute through direct discussions. Within five (5) Business Days, the Parties' representatives, who shall possess the necessary authority to resolve such matter and who shall record the date of first discussions shall conduct direct discussions and make a good faith effort to resolve such dispute.
- 20.4. MEDIATION Disputes between Owner and Constructor not resolved by direct discussion shall be submitted to mediation. The Parties shall select the mediator within fifteen (15) Days of the request for mediation. Engaging in mediation is a condition precedent to litigation.
- 20.5. (not used)

ARTICLE 21 MISCELLANEOUS

- 21.1. EXTENT OF AGREEMENT Except as expressly provided, this Agreement is for the exclusive benefit of the Parties and not for the benefit of any third party. This Agreement represents the entire and integrated agreement between the Parties, and supersedes all prior negotiations, representations, or agreements, either written or oral.



- 21.2. ASSIGNMENT Except as to the assignment of proceeds, neither Party shall assign its interest in this Agreement, in whole or in part, without the written consent of the other Party. The terms and conditions of this Agreement shall be binding upon both Parties, their partners, successors, assigns, and legal representatives.
- 21.3. GOVERNING LAW The law in effect at the location of the Project shall govern unless sent to Litigation in which the Governing Law will be Tarrant County, TX.
- 21.4. NOTICE Unless changed in writing, a Party's address indicated below shall be used when delivering notice to a physical address. Except for Agreement termination and as otherwise specified in the Contract Documents, notice is effective upon transmission by any effective means, including U.S. postal service and overnight delivery service.
- 21.5. JOINT DRAFTING The Parties expressly agree that this Agreement was jointly drafted, and that they both had opportunity to negotiate terms and to obtain assistance of counsel in reviewing terms before execution. This Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

The persons whose signatures appear on the final page of Exhibit B certify that they have read and understand this document and are authorized to sign on behalf of the respective Party.



Exhibit A

For property ID's listed below:

- 6; 22; 96; 97; 98; 99; 101; 287.

All shingles will be IKO Dynasty. IKO Dynasty shingles qualify for a Class 3 impact resistant rating and are made with a reinforced nailing area and come with a 130-mph limited wind warranty. All shingles will be installed per manufacturers specifications and all applicable codes.

- Shingle color – Cornerstone
 - Drip edge color – Bronze
 - Penetration color - Bronze
-

For property ID's listed below:

- 59

Ridge cap for metal roofing will be 24ga Kynar coated metal in color to match existing.

For property ID's listed below:

- 262

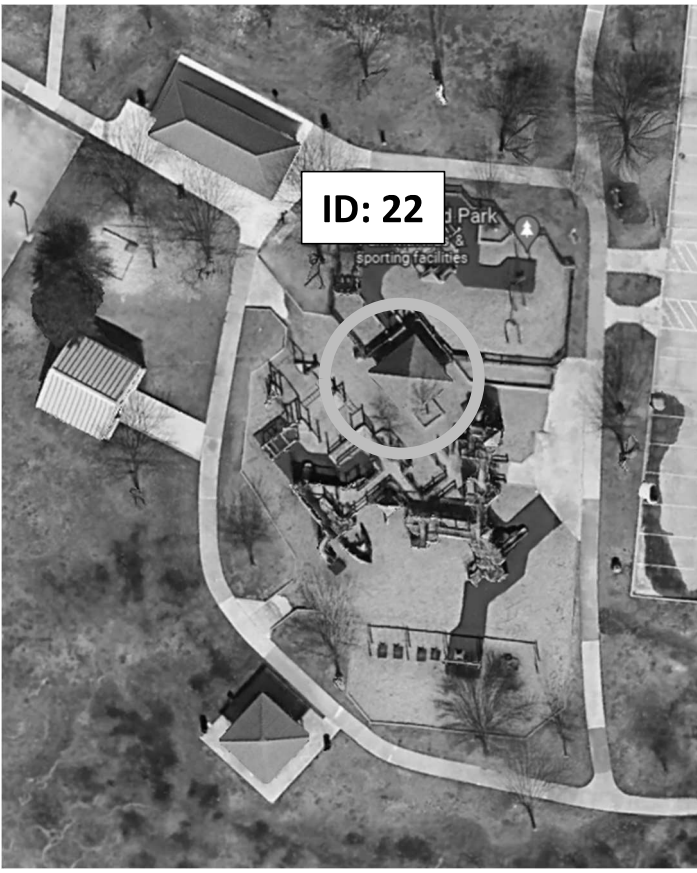
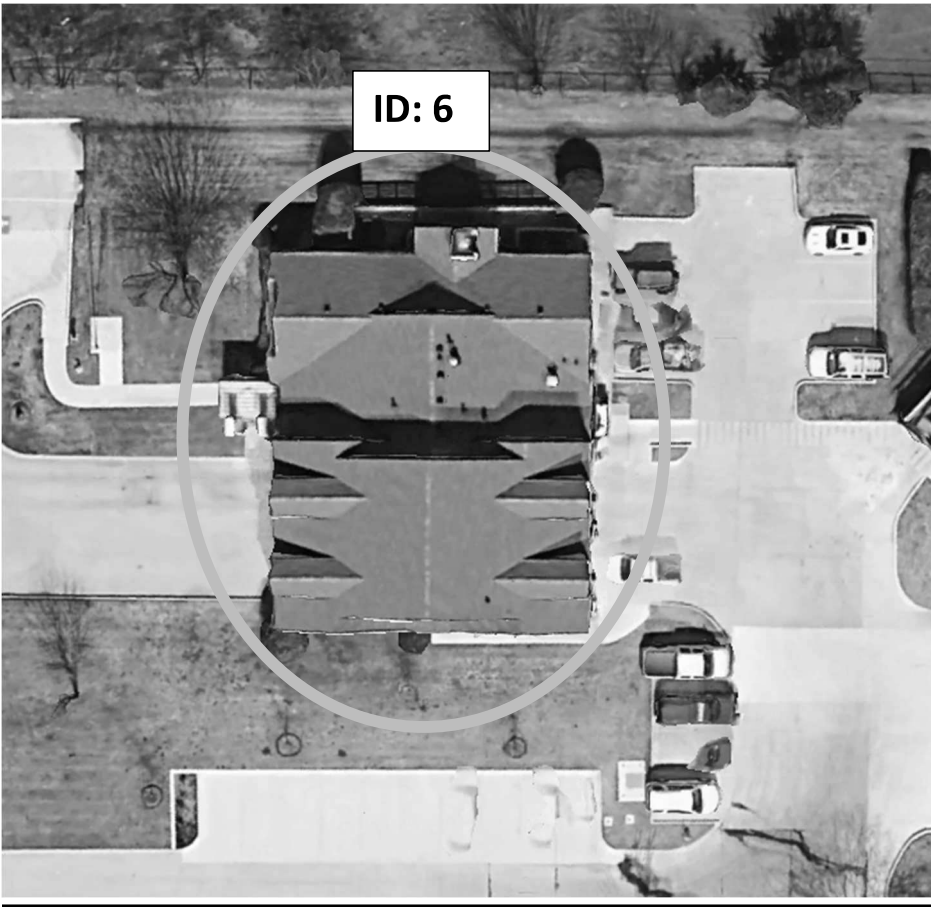
R-Panel metal roofing will be McElroy 24ga in color to match existing.

For property ID's listed below:

- 207

Power vent unit will be replaced with like kind quality.





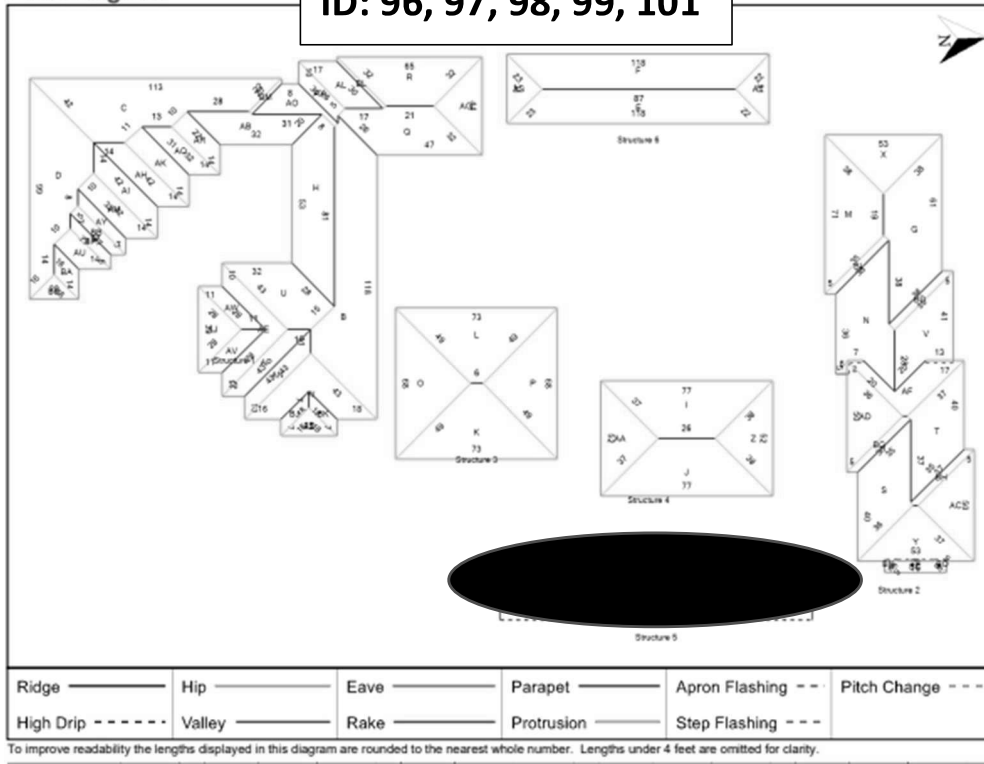


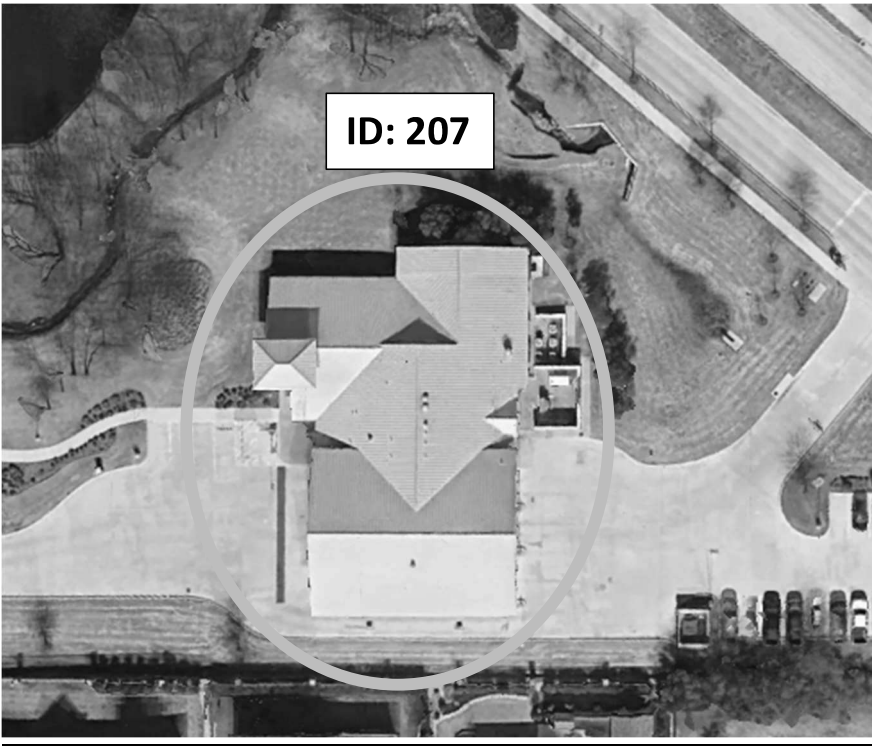
ID: 59

Keller Sports Park
Kids Playground

Plan Diagram

ID: 96, 97, 98, 99, 101







Limited Warranty

INFORMATION FOR ASPHALT SHINGLES



IKO.COM



PLEASE RETAIN THIS DOCUMENT FOR YOUR RECORDS – DO NOT SEND TO IKO. *This Limited Warranty form does not constitute proof of purchase.*

OWNER'S NAME

DATE OF APPLICATION

ADDRESS

PRODUCT APPLIED

CONTRACTOR'S NAME

COLOR

ADDRESS

CONTRACT PRICE

PHONE NUMBER

NUMBER OF BUNDLES

CONTRACTOR'S SIGNATURE



THIS LIMITED WARRANTY is applicable to Shingles installed within the United States on or after October 1, 2020. The Limited Warranty in effect at the time of installation of your Shingles will be the limited warranty that is applicable to you. The most current version of this Limited Warranty is available online at www.iko.com/na.

THIS LIMITED WARRANTY explains the details of the limited warranty coverage IKO provides on your Shingles after they have been installed on your roof. Read it carefully to ensure you are well informed about the warranty coverage for your Shingles. If you have questions about that coverage, contact IKO directly for assistance. **Note** that your contractor or roofer is not an employee or representative of IKO. This Limited Warranty can only be changed if such change is in writing and signed by an authorized corporate officer of IKO. IKO is not bound by any guarantees, warranties or representations, or any change to this Limited Warranty made by your contractor, roofer or any other person who is not an authorized corporate officer of IKO.

There are many capitalized terms in this Limited Warranty that have specific meanings. For your convenience, some of the terms are defined below:

"AR" refers to algae-resistant shingles. For details on algae resistance coverage for the products in this Limited Warranty, refer to the section entitled "Limited Algae Resistance Warranty."

"HIGH WIND APPLICATION" means the installation of Shingles using the specific instructions for high wind application that appear on the Shingle wrapper. For "High Wind Application" of IKO's products, please refer to installation instructions on the wrapper and to the section entitled "Limited Wind Resistance Warranty." Many local building codes have specific requirements for applications and should be consulted before beginning any install.

"IKO" means IKO Industries Inc.

"INFORMATION TABLES" means the Limited Warranty Information Tables.

"IRON CLAD PROTECTION" means the limited non-prorated coverage provided by this Limited Warranty during the Iron Clad Protection Period. Please read the section entitled "Iron Clad Protection Period" for more details on this coverage. Specific periods of coverage are shown in the Information Tables in this document.

"LIFETIME" means the period of time commencing on the date of completion of installation of the Shingles on the building and continuing so long as the Owner or the Transferee owns the building on which the Shingles were installed.

"LIMITED WARRANTY" means the limited warranties and your coverage provided by IKO for your Shingles as expressly set out in this document, and are the only warranties provided by IKO.

"OWNER" means the individual owner(s) of the single-family residential home at the time that the Shingles were installed on that building. If you purchase a new residence from the builder of the home and are the first person to live in it, IKO will consider you to be the Owner, even though the Shingles had already been installed. PLEASE NOTE: Refer to footnote 1 in the Information Tables for the Warranty Period for nonindividual Owners or for non-single-family residential homes.

"SHINGLE" OR "SHINGLES" means the IKO asphalt shingle product identified in this Limited Warranty that was installed on the roof of the building owned by the Owner.

"SQUARE" means 100 square feet of roof area.

"TRANSFEEEE" means the individual who has purchased from the Owner the building on which the Shingles were installed provided that such purchase has occurred within the first 10 years of the Warranty Period and the Owner has complied with the provisions set out in the section entitled "Limited Transferability of Limited Warranty."

"WARRANTY PERIOD" is the length of time for which the Limited Warranty applies to the Shingles installed on the building, starting on the day that the original installation of the Shingles on the building is completed and continuing for the period set out in the Information Table applicable to the specific Shingle installed, unless terminated sooner. Please note that the Warranty Period provided to the Owner differs from the Warranty Period provided to the Transferee, if any.

LIMITED WARRANTY INFORMATION TABLES

SHINGLE NAME	WARRANTY PERIOD ³ (MONTHS)	IKO *IRON CLAD PROTECTION PERIOD ³ (MONTHS)	REDUCTION FIGURE (181 - 206 MONTHS) n*	REDUCTION FIGURE (207 - 480 MONTHS)	REDUCTION FIGURE (FOR MONTHS 481+)	STANDARD APPLICATION /HIGH WIND APPLICATION WARRANTY (mph)	ALGAE RESISTANCE WARRANTY ⁴ (MONTHS)
Armourshake™ ²	Limited Lifetime ¹	180	n/260	384/480	432/480	110/130	120
Crowne Slate™ ²	Limited Lifetime ¹	180	n/260	384/480	432/480	110/130	120
Royal Estate™ ²	Limited Lifetime ¹	180	n/260	384/480	432/480	110/130	120
Nordic ²	Limited Lifetime ¹	180	n/260	384/480	432/480	130	120
Dynasty™ ²	Limited Lifetime ¹	180	n/260	384/480	432/480	130	120
Cambridge Cool Colors™ ²	Limited Lifetime ¹	Refer to Chart A	Refer to Chart A	Refer to Chart A	Refer to Chart A	110/130	N/A ⁵
Cambridge™ ²	Limited Lifetime ¹	Refer to Chart A	Refer to Chart A	Refer to Chart A	Refer to Chart A	110/130	120
RoofShake HW™ ²	Limited Lifetime ¹	180	n/260	384/480	432/480	110/130	120
Marathon™ Plus AR ²	300	Refer to Chart B	Refer to Chart B	Refer to Chart B	—	60	60

CHART A

Limited Warranty Information Table for:
Cambridge Cool Colors and Cambridge Shingles

SHINGLE NAME	WARRANTY PERIOD ³	IKO *IRON CLAD PROTECTION PERIOD ³ (MONTHS)	REDUCTION FIGURE (121 - 180 MONTHS) n*	REDUCTION FIGURE (181 - 206 MONTHS) m*	REDUCTION FIGURE (207 - 480 MONTHS)	REDUCTION FIGURE (FOR MONTHS 481+)
Cambridge Cool Colors™ ²	Limited Lifetime ¹	120	n/225	m/260	384/480	432/480
Cambridge™ ²	Limited Lifetime ¹	120	n/225	m/260	384/480	432/480

CHART B

Limited Warranty Information Table for:
Marathon Plus AR Shingles

SHINGLE NAME	WARRANTY PERIOD ³ (MONTHS)	IKO *IRON CLAD PROTECTION PERIOD ³ (MONTHS)	REDUCTION FIGURE (61-180 MONTHS) n*	REDUCTION FIGURE (AFTER 180 MONTHS) m*
Marathon™ Plus AR ²	300	60	n/225	m/600

¹ For any nonindividual owner, such as a corporation, religious entity, condominium, government entity or homeowner association, or for any non-single-family residential home, the Warranty Period for these Shingles is limited to 40 years.

² Hip and ridge shingles used for installation of Shingles must be either Marathon Plus AR, IKO UltraHP, IKO UltraHP IR, IKO Hip & Ridge 12, IKO Hip & Ridge Plus, IKO Hip and Ridge, or an IKO-approved equivalent product.

³ The stated Warranty Period and Iron Clad Protection Period apply to the Owner only. The Warranty Period and Iron Clad Protection Period applicable to the Transferee, if any, shall be limited to lesser of (a) 120 months from original installation, and (b) the Warranty Period and Iron Clad Protection Period that would otherwise be remaining for the Owner, but for the transfer.

⁴ Please see the "Limited Algae Resistance Warranty" section in this Limited Warranty for complete details.

⁵ Cambridge Cool Colors - Dual Grey color only has AR warranty for 120 months.

n* — refers to the number of months that have passed since the Shingles were installed on the building.

m* — refers to the number of months greater than 180 that have passed since the Shingles were installed on the building.

EXAMPLE: A manufacturing defect substantially affecting the water shedding performance of the Shingles is found in June 2038 in Shingles with a 25-year limited warranty. The Shingles were installed in June 2020; 18 years, or a total of 216 months, have elapsed since completion of installation. IKO's warranty obligation will be reduced by $(180/225 = .80) + (36/600 = .06) = .86$. So, IKO's maximum obligation would be 14% $(100 - 86)$ of the cost of the replacement Shingles.

LIMITED WARRANTY

IKO provides this Limited Warranty to the Owner of its Shingle products and if applicable to the Transferee. The coverage provided by this Limited Warranty is subject to the terms and conditions listed in this document. This Limited Warranty and the Warranty Periods set out in the Information Tables are not guarantees of the useful lifetime of the Shingles. The length of time that the Shingles will retain their water shedding performance depends on a wide range of variables that include, but are not limited to, roof design and ventilation, weather events, and climatic and exposure conditions, all of which may vary from one building to another. This Limited Warranty is intended to provide coverage only to the Owner (and the Transferee, if applicable) during the applicable Warranty Period, and only for a manufacturing defect that significantly affects the water shedding performance of the product. The Limited Warranty provides the Owner (and the Transferee, if applicable) with specific legal rights, but the Owner may also have other legal rights. Those rights will vary from state to state.

The Limited Warranty coverage requires the use of matching Hip and Ridge products, including IKO UltraHP, IKO UltraHP IR, Hip & Ridge 12, Hip & Ridge Plus, Hip and Ridge, Marathon Plus AR, or an IKO-approved equivalent product.

Depending on the type of Shingles used on the Owner's roof, other conditions described herein may also apply in order for this Limited Warranty to be valid or applicable.

IRON CLAD PROTECTION PERIOD

IKO offers Iron Clad Protection as set out below for every Shingle listed in the Information Tables. The Iron Clad Protection Period starts on the day of installation of the Shingles on the Owner's roof and continues for the period set out in the Information Table applicable to your specific Shingle. During the Iron Clad Protection Period, IKO will, at its option, either repair or replace the affected Shingles (the "Iron Clad Protection").

If there is a valid claim during the Iron Clad Protection Period, IKO's maximum liability is limited to the reasonable cost of installing new Shingles on the roof. This means that IKO will supply replacement Shingles similar to those already on the roof, plus a reasonable allowance for the cost of installing the new Shingles. Other costs, such as flashings, metal work, non-IKO products, vents or repair of any other damages or expenses incurred or claimed, removal of the existing Shingles from the roof (tear-off), and disposal of the existing Shingles, are **not** covered by the Iron Clad Protection or by other terms of the Limited Warranty, including during the Iron Clad Protection Period.

BEYOND IRON CLAD PROTECTION PERIOD

Once the Iron Clad Protection Period expires, the Limited Warranty provides certain outlined coverage to the Owner for the remainder of the Warranty Period, outlined in the Information Tables for the Shingle product on your roof (the "Beyond Iron Clad Protection Period.")

During the Beyond Iron Clad Protection Period, IKO's maximum liability is the prorated portion of the replacement Shingles required at the time the claim was reported to IKO. Other costs, including labor, tear-off and

disposal of the existing Shingles, other shingles, roof, flashings, metal work, vents or repair of any other damages or expenses incurred or claimed are not covered by the Limited Warranty. The formula used to calculate the coverage available is shown in the Information Tables.

LIMITED WIND RESISTANCE WARRANTY

For Armourshake, Crowne Slate, Royal Estate, Dynasty, Nordic, Cambridge Cool Colors, Cambridge and RoofShake HW Shingles only during the first 15 years after they are installed on the Owner's roof, the IKO Shingles carry a Limited Warranty for wind "blow-off" for Shingles lost from the roof due to wind gusts not exceeding certain maximum speeds (a "Limited Wind Resistance Warranty"). Each type of these Shingles carries a maximum wind resistance limit for this coverage. Please refer to the Information Tables for the wind speed limits for the Shingles on your roof.

For Marathon Plus AR Shingles, during the first five years after they are installed on the Owner's roof, the IKO Shingles carry a Limited Wind Resistance Warranty for wind "blow-off" for Shingles lost from the roof due to wind gusts not exceeding 60 mph.

For the shingles specified in the Limited Warranty Information Tables, the use of a High Wind Application will increase the limit of the maximum wind resistance under the Limited Wind Resistance Warranty (a "High Wind Resistance Limited Warranty"). The wind speed limits for the High Wind Resistance Limited Warranty for those Shingles are listed in the Information Tables. If additional nails as listed are used for the following shingles, the maximum wind speed increases to 130 mph:

- (i) Three additional (eight in total) nails for Crowne Slate.
- (ii) Two additional (six in total) nails for Royal Estate, Cambridge Cool Colors, Cambridge and RoofShake HW.
- (iii) One additional (six in total) nail for Armourshake.

The Limited Wind Resistance Warranty will only apply if: (a) the Shingles were installed using roofing nails (not staples) in strict accordance with the instructions on the wrapper; (b) the Shingles have been manually sealed at the time of installation or have had the opportunity to seal down (manual sealing is not required in the state of Florida).

The Limited High Wind Resistance Warranty will only apply if: (a) the Shingles were installed using roofing nails (not staples) in strict accordance with the instructions on the wrapper, including the additional nails as listed above; (b) the Shingles have been manually sealed at the time of installation or have had the opportunity to seal down (manual sealing is not required in the state of Florida); (c) IKO starter strip shingles have been installed at eaves and rakes. Rake application of starter strip shingles is not required for Nordic and for Dynasty. Armour Starter strips along with either Leading Edge or EdgeSeal Starter must be used in conjunction with Armourshake shingles and (d) required Hip & Ridge shingles were used in the capping of the roof installation for the building upon which the Shingles have been installed.

LIMITED WIND RESISTANCE WARRANTY (Cont.)

Shingles that are installed in cool seasons, or weather may not seal until weather conditions are adequate to allow the self-sealing strip to activate. Please see the “No Limited Wind Resistance Warranty Coverage for Wind Damage Before Self-Sealing Strips Seal” section below for more information regarding the self-sealing strip. Please consult your roofer, shingle dealer, the product packaging or our website at www.IKO.com/na for more information on the application instructions for your Shingles.

For valid claims under the Limited Wind Resistance Warranty (where the warranty conditions are satisfied), IKO's maximum liability is to provide replacement Shingles for those Shingles lost from the roof due to blow-off, or, alternatively, IKO will pay for the reasonable cost of manually sealing unsealed Shingles. Other costs, such as labor, tear-off, removal or disposal costs of Shingles, other shingles, roof, flashings, metal work, vents or repair of any other damages or expenses incurred or claimed, are not covered by the Limited Wind Resistance Warranty or otherwise.

NO LIMITED WIND RESISTANCE WARRANTY COVERAGE FOR WIND DAMAGE BEFORE SELF-SEALING STRIPS SEAL

All Shingles that contain a factory-applied self-sealing strip must be subjected to direct sunlight and warm temperatures for several days before full sealing will occur. Shingles installed in the fall or winter may not seal until the following spring. Shingles that do not receive direct sunlight, or those that are not exposed to adequate surface temperatures may never seal. Damage to the factory self-sealing strip by dust, sand or foreign matter will prevent the sealing strip from activating. This is the nature of shingles, and failure to seal down under such circumstances is not a manufacturing defect. IKO will not be responsible for any blow-offs or wind damage that may occur prior to thermal sealing. After the Shingles have sealed, the Limited Warranty that commenced at installation will cover wind damage or blow-offs, in accordance with the terms listed in the “Limited Wind Resistance Warranty” section.

LIMITED ALGAE RESISTANCE WARRANTY

Most IKO Shingles carry a Limited Warranty against discoloration caused by the development of blue-green algae on the exposed face of the Shingles. (Please refer to the Information Tables to see whether your Shingles carry this coverage and the period of coverage provided.) If there is a valid claim under the Limited Algae Resistance Warranty, during the first year following the installation of the Shingles, IKO at its option, will pay the reasonable cost either to clean or to replace the affected Shingles. Beyond the end of the first year, IKO's liability is to provide the Owner with a labor payment certificate to pay the reasonable costs of cleaning the affected Shingles up to a maximum value of \$15 per Square. This maximum value will be prorated based upon the number of months that the Shingles have been installed on the Owner's home at the time the claim is filed with IKO, divided by the maximum period of coverage listed in the Information Tables.

EXCLUSIONS AND LIMITATIONS

Except as and limited to what is explicitly set out in this Limited Warranty with respect to the Limited Wind Resistance Warranty and the Limited Algae Resistance Warranty, the coverage under this Limited Warranty is only for manufacturing defects that significantly affect the water shedding performance of the Shingles on the Owner's roof, and for no other cause whatsoever. Conditions that do not significantly affect the water shedding performance of the Shingles, or are not due solely to a manufacturing defect in the Shingles, are not covered by the Limited Warranty or otherwise.

As a result, and without limiting the generality of the foregoing, and without limiting any other conditions for coverage under this Limited Warranty as herein set out, IKO will not have any liability or obligation under the Limited Warranty or otherwise for the following:

1. Any damage that occurs during or after any improper application process, including one that fails to follow IKO's printed application instructions.
2. Any variation in the color or shading between installed Shingles on the building, including the fading or weathering of colored granules used in any of IKO's Shingle blends, backsurfacing transfer between Shingles, or asphalt staining of Shingles. IKO reserves the right to discontinue or modify any of its products, including the color blend of any Shingles, without notice to the original Owner or Transferee, if applicable. IKO will not be liable for any costs as a result of such modification or discontinuance of any product.
3. Any damage to the interior or exterior of any building, or any property or contents within or outside any building.
4. Any damage caused by acts of God or other causes beyond IKO's control, including, without limitation, lightning, gale or wind (except for the coverage in the Limited Wind Resistance Warranty), hail, hurricane, tornado, earthquake, explosion, flood, fungus contamination, solid objects falling on the roof or any other causes. This exclusion does not apply to ordinary wear and tear of Shingles caused by the elements.
5. Any damage caused by settlement, distortion or cracking of the roof deck, walls or foundation of a building. This includes failure in the materials used as a roof base (including, but not limited to, conditions arising from the installation of Shingles on dimensional lumber, shiplap or board decks), or by the presence of people, animals, machinery, equipment or any traffic of any kind on the roof.
6. Any damage that arises after the roof is altered following the original installation of the Shingles. This includes any alteration, including structural additions, changes or replacement; or equipment installations (including, but not limited to, signs, water towers, fan housings, air conditioning equipment, solar heaters, water heaters, television and/or radio antennas, satellite dishes, skylights and equipment or machinery of any kind).
7. Any costs incurred for any work, repairs (whether temporary or permanent), or replacements, or where materials used in repairs or replacements were produced by someone other than IKO, unless previously authorized in advance in writing by IKO.

EXCLUSIONS AND LIMITATIONS (Cont.)

8. Any damage that arises from any cause other than a manufacturing defect that significantly affects the water shedding performance of the Shingles, including, but not limited to, such damage arising from:

- A.** The effects of debris, resins or drippings from trees.
- B.** The effects of any chemical reactions with, or chemicals on the Shingles (whether in contact with the face or underside of the Shingles on the roof) or airborne and which come in contact with the Shingles (such as aliphatic or aromatic solvents, chlorinated hydrocarbons, turpentine, oils and organic or inorganic polar materials).
- C.** The excessive use of roofing cement or the use of incompatible roofing cements.
- D.** Water infiltration arising from ice damming.
- E.** Applications where spray insulation has been applied in the attic space of the building.

9. Any discoloration or damage due to the presence of mold, mildew, fungus, algae, biological growth or pollutant, or other matter on the Shingles or roof (except for the coverage in the Limited Algae Resistance Warranty).

10. Any damage or distortion caused by inadequate ventilation either at the eaves or on the rooftop of the building, except as outlined in the section "Reduced Warranty Coverage for Installation of Shingles on Insulated Roof Decks or Unventilated Roofs." This includes failure of ventilation caused by blocked, nonoperative or defective vents or any other condition that renders the ventilation system ineffective. Roof system ventilation should meet local building code standards for total vent area. Ventilation must also be distributed evenly between the rooftop and the eaves of the building.

11. Any costs related to the removal of any asbestos present in the roof on which the Shingles have been installed.

12. Any damages or failure in performance of Shingles installed over insulated roof deck panels, except as outlined below under the section "Reduced Warranty Coverage for Installation of Shingles on Insulated Roof Decks or Unventilated Roofs."

13. Any Shingle product sold with or bearing "ECONOMY NO WARRANTY," tape or marking. Such Shingle product is sold on an "As Is," no warranty basis.

14. Any damage to Shingles applied in a closed-valley application, where Shingles are used to construct the valley or run-off areas on the roof. Open metal valleys are recommended for best roof performance.

15. Any claim under this Limited Warranty where the Owner or Transferee, if applicable, deliberately or negligently misrepresents or withholds any material fact.

NO LIABILITY OR COVERAGE OUTSIDE TERRITORY

IKO does not provide any warranty for Shingles purchased in Canada, whether by the Owner or by any other party, that are installed in the United States or elsewhere not in Canada. Also, IKO does not provide any warranty for Shingles purchased in the United States, whether by the Owner or by any other party, that are installed in Canada or elsewhere not in the United States.

LIMITED TRANSFERABILITY OF LIMITED WARRANTY

The Limited Warranty for your Shingles provides coverage to the original Owner of the Shingles. However, the original Owner may transfer this Limited Warranty one time during the first 10 years of the Warranty Period to the individual purchasing from the Owner the building on which the Shingles are installed (the "Transferee"), in accordance with the terms set out in this section.

If the original Owner dies prior to a permissible and valid transfer, the Limited Warranty cannot be transferred to the Owner's estate or to anyone else, and the Limited Warranty ends on the death of the Owner. In the absence of a permissible and valid transfer of the Limited Warranty as set out herein, the Limited Warranty ends on the sale or other transfer of the property.

To validly transfer the Limited Warranty from the Owner to a Transferee during the first 10 years of the Warranty Period, the Owner must complete the transfer as follows:

- Notification of a request for transfer must be received in writing by IKO at the Warranty Services Office at the address listed in the section entitled "Notification of Claims." Notification must be received within 30 days of the completion of the real estate transfer.
- The transfer request must attach the original Proof of Purchase for the Shingles and a copy of the property transfer documents.

Following the completion of a valid transfer of the Limited Warranty, the Transferee retains coverage for a maximum period of 10 years from the original date of installation of the Shingles by the Owner, after which point all Limited Warranty coverages are deemed to have expired. A Transferee has no Limited Warranty transfer rights.

NO LIABILITY OR COVERAGE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES

The Limited Warranty provides coverage only for certain limited damage to Shingles that is directly caused by a manufacturing defect that significantly affects the water shedding performance of the product. IN NO EVENT SHALL IKO OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, ASSOCIATED, INCIDENTAL OR CONSEQUENTIAL DAMAGES. This means, without limiting the foregoing, that this Limited Warranty does not cover claims for: damages to homes or other structures, interiors, exteriors, furniture, contents, appliances, loss of

income, loss of enjoyment, storage fees, economic loss, or any other loss or damage. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so this exclusion and limitation may not apply to you in those jurisdictions.

REDUCED WARRANTY COVERAGE FOR LOW-SLOPE ROOFS

The Warranty Period, Iron Clad Protection coverage and annual reduction rates set out in this Limited Warranty only apply to Shingles installed on roof slopes of 4 in 12 (1:3) and steeper. The Warranty Period for Shingles installed on low-slope roofs (i.e., those with a slope of less than 4 in 12 (1:3) and down to 2 in 12 (1:6)) is 12 years and will be prorated for material only (with no Iron Clad Protection coverage) at an annual reduction rate of 8.33%. If certain application procedures are followed as detailed in the application instructions printed on the Shingle wrapper, the regular Limited Warranty may be available for slopes between 3 in 12 and 4 in 12 (1:4 and 1:3). Please see the product packaging or visit www.IKO.com/na for application procedures and instructions for your Shingles, as certain Shingles may not be suitable for use on slopes below 4:12. If you do not know the slope of your roof, please contact your contractor or roofer for assistance.

REDUCED WARRANTY COVERAGE FOR INSTALLATION OF SHINGLES ON INSULATED ROOF DECKS OR UNVENTILATED ROOFS

The coverage under this Limited Warranty is reduced for any Shingles, which are applied to any of the following:

- a) *Roof deck assemblies (of slopes greater than 2 in 12) where foam insulation is prefabricated into the roof deck system (commonly known as "nail board insulation.")*
- b) *Where insulation is installed immediately beneath an acceptable roof deck system.*
- c) *The roof system is unventilated or underventilated.*

In the event that such Shingles are installed on insulated, underventilated or unventilated decks, the Warranty Period available to the Owner is reduced to 10 years with five years of Iron Clad Protection coverage. During the Beyond Iron Clad Protection Period, the annual reduction figure in this case shall be 10% per year for every year from when the Shingles were originally installed to the time the claim is filed with IKO.

LIMITED COVERAGE FOR REPLACEMENT SHINGLES

If IKO provides coverage under this Limited Warranty for a submitted claim, the replacement Shingles are covered by the Limited Warranty only for the remainder of the Warranty Period starting from the date of the completion of original installation of the Shingles that have been replaced.

SEVERABILITY

Any provision hereof that is held to be illegal, invalid or unenforceable in any jurisdiction shall be illegal, invalid or unenforceable in that jurisdiction without affecting any other provision hereof in that jurisdiction or the legality, validity or enforceability of that provision in any other jurisdiction, and, to this end, the provisions hereof are declared to be severable.

NOTIFICATION OF CLAIMS

To receive coverage under the Limited Warranty, the following steps must be followed. This allows IKO the opportunity to review the claim and determine if the reported condition is covered by the Limited Warranty terms. To file a claim, the Owner must:

1. Contact IKO Warranty Services within 30 days of becoming aware of the alleged concern. The Owner may reach IKO toll-free from within the United States at 1-800-433-2811.
2. Provide all information requested by the IKO warranty claims representative in order to open a claim. The warranty claims representative will then forward a Homeowner Inquiry Survey to your attention.
3. Complete and sign the Homeowner Inquiry survey. Return the completed survey along with the following items:
 - a. *A valid Proof of Purchase for your Shingles, which must identify that the Shingles are IKO Shingles, the model of IKO Shingle, the quantity of shingles purchased and the date of original purchase.*
 - b. *The required clear color photos as detailed in the survey information.*
 - c. *Two complete sample Shingles from the roof that demonstrate the alleged concern. (If claim is for color concerns, please send two full sample Shingles of the lighter color and two full samples of the darker color.)*
 - d. *Any other information requested by the warranty claims representative during the original reporting call.*
4. All requested materials should be provided to IKO within 30 days of the discovery of the alleged concern at the address listed below. The cost of shipping the materials required for the claim is the Owner's responsibility. **Claims materials should be sent to:** IKO Industries Inc., 235 West South Tec Drive, Kankakee IL 60901-8426.
5. Provide IKO and its representative(s) with access to all of the IKO Shingles in question, the roof, and both the outside and inside of the building upon which the roof was installed for the purpose of investigating the claim, if IKO requests access. This request may include physical inspection of the roof surface, taking sample Shingles and photographing the roof surface and the attic space, should IKO determine that such information is needed.

NOTIFICATION OF CLAIMS (Cont.)

If the Owner fails to send in all requested information or does not otherwise comply with these steps, there may be a delay in response to the claim, and IKO is entitled to conclude that the claim is not valid and decline coverage under the Limited Warranty.

IKO will evaluate and respond according to any obligations under the Limited Warranty within approximately 60 days of receiving all necessary information needed to assess reported claim.

IMPORTANT NOTICES

DISCLAIMER OF IMPLIED WARRANTIES AND LIMITATION OF LIABILITY. This Limited Warranty replaces all other oral or written warranties, liabilities or obligations of IKO. There are no other warranties that extend beyond the Limited Warranty described in this document. IKO will not be liable for any oral statement or other written statement about any IKO Shingle, whether such statements are made by an IKO agent or employee, or any other person. IKO does not authorize its representatives, distributors, contractors or dealers to make any changes or modifications to this Limited Warranty.

EXCEPT WHERE PROHIBITED BY LAW, THE OBLIGATION CONTAINED IN THIS LIMITED WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER OBLIGATIONS, WARRANTIES, CAUSES OF ACTION AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; AND, EXCEPT FOR THE OBLIGATION EXPRESSLY CONTAINED IN THIS LIMITED WARRANTY, LIABILITY IS EXCLUDED RELATING TO, IN CONNECTION WITH, OR ARISING FROM, ANY RIGHT, CLAIM, REMEDY AND CAUSE OF ACTION AGAINST IKO OR ANY OF ITS AFFILIATED OR RELATED COMPANIES, OR THEIR AGENTS, OFFICERS, DIRECTORS AND EMPLOYEES, INCLUDING, WITHOUT LIMITATION, STRICT LIABILITY, STATUTE, TORT, NEGLIGENCE, WAIVER OF TORT AND INDIRECT, ASSOCIATED, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

BINDING ARBITRATION

EVERY CLAIM, CONTROVERSY OR DISPUTE OF ANY KIND WHATSOEVER (EACH AN "ACTION") BETWEEN YOU AND IKO (INCLUDING ANY OF IKO'S EMPLOYEES AND AGENTS) RELATING TO OR ARISING OUT OF THE SHINGLES OR THIS LIMITED WARRANTY SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION, REGARDLESS OF WHETHER THE ACTION SOUNDS IN WARRANTY, CONTRACT, STATUTE OR ANY OTHER LEGAL OR EQUITABLE THEORY. YOU AND IKO AGREE THAT ANY ACTION WILL BE ARBITRATED ON AN INDIVIDUAL BASIS AND THAT NO CLAIM(S) WILL BE CONSOLIDATED OR AGGREGATED WITH THE CLAIM(S) OF ANY OTHER PERSONS BY CLASS ACTION, CLASS ARBITRATION, IN A REPRESENTATIVE CAPACITY OR OTHERWISE.

TO ARBITRATE AN ACTION AGAINST IKO, YOU MUST INITIATE THE ARBITRATION, FOR U.S. CLAIMS, IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT, TO BE CONDUCTED BY A SINGLE ARBITRATOR IN ACCORDANCE WITH THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION; AND YOU MUST COMMENCE THE ARBITRATION AND PROVIDE WRITTEN NOTICE TO IKO BY CERTIFIED MAIL AT THE APPLICABLE ADDRESS NOTED ABOVE, WITHIN THE APPLICABLE TIME PERIOD PRESCRIBED IMMEDIATELY BELOW. IF YOU PREVAIL ON YOUR CLAIMS IN THE ARBITRATION, IKO WILL REIMBURSE YOU FOR ANY FILING AND ADMINISTRATIVE FEES PAID BY YOU TO THE ARBITRATION ORGANIZATION.

Some jurisdictions do not allow mandatory arbitration, so the above arbitration provision may not apply to you in those jurisdictions. An Action may also be referred to another arbitration organization if you and IKO agree in writing. IKO will not elect arbitration for any Action you file in court in which you agree not to seek to recover more than \$25,000, including attorneys' fees and costs, so long as the claim is individual and pending only in that court. You may also reject this arbitration provision by notifying IKO in writing within 45 days after the installation of the Shingles or the valid transfer of this Limited Warranty to you. If any portion of this arbitration provision is not enforced in the arbitration, then either you or IKO can file a lawsuit in court to adjudicate the arbitrability of the Action and the enforceability of the portion of the arbitration provision at issue.

NO ACTION FOR BREACH OF THIS LIMITED WARRANTY, OR ANY OTHER ACTION AGAINST IKO RELATING TO OR ARISING OUT OF THE SHINGLES, THEIR PURCHASE OR THIS TRANSACTION SHALL BE BROUGHT LATER THAN ONE YEAR AFTER ANY CAUSE OF ACTION HAS ARISEN OR ACCRUED. IN JURISDICTIONS WHERE STATUTORY CLAIMS OR IMPLIED WARRANTIES AND CONDITIONS CANNOT BE EXCLUDED, ALL SUCH STATUTORY CLAIMS, IMPLIED WARRANTIES AND CONDITIONS, AND ALL RIGHTS TO BRING ACTIONS FOR BREACH THEREOF EXPIRE AFTER ONE YEAR, OR SUCH LONGER PERIOD OF TIME IF MANDATED BY APPLICABLE LAWS, AFTER THE PURCHASE OF THE SHINGLE PRODUCT. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY OR CONDITION LASTS, SO, THE ABOVE LIMITATION MAY NOT APPLY TO YOU IN THOSE JURISDICTIONS.



PERFORMANCE

NORDIC™ & DYNASTY® SHINGLES



Color Featured: **Castle Grey**



HI-DEF
COLORS



IKO
ARMOURZONE®



HIGH-WIND
RESISTANCE



NORDIC™



DYNASTY®

For Your Customers Who Want the Best, IKO Offers Two Best-in-Class Shingles.

Nordic: Quite possibly the best laminate asphalt shingle money can buy. Offer your customers the peace of mind that comes from knowing they are providing the best for their families. As weather patterns become more unpredictable, Nordic presents your best asphalt shingle option — no matter where your customers live. Not only has this shingle earned a Class 4 impact resistance rating,³ but it also offers unparalleled wind uplift protection derived from IKO's exclusive ArmourZone technology.

We coat Nordic's durable fiberglass mat with a polymer-modified asphalt for heavy weight, exceptional strength and resilience, high-wind resistance and added flexibility for application in cold temperatures.* This powerful combo of a durable mat and special asphalt allows IKO Nordic shingles to act as shock absorbers, to help cushion the impact of hail and earn a Class 4 impact resistance rating.**³

IKO's ArmourZone is the 1 1/4-inch reinforced nailing area that provides incredible fastening power and helps resist nail pull-through even in high winds of up to 130 mph (210 km/h)¹ with only four nails.

Dynasty: Wind resistance and fast installation nailed. Dynasty is an oversized, heavy-duty laminate asphalt shingle that utilizes standard oxidized asphalt instead of a polymer-modified coating and carries a Class 3 impact resistance rating.**³ Like Nordic, Dynasty also features the ArmourZone, which offers unparalleled nail-holding power, helping the shingle resist high winds. And IKO's FastLock® sealant on every shingle further strengthens Dynasty's defiance of Mother Nature's wrath.

The secondary benefit of ArmourZone's larger nailing area is that it allows for easier and more accurate nailing. Combined with Dynasty's (and Nordic's) 5 7/8-inch exposure and larger-than-average overall size, it goes down faster and covers more area than most average-sized comparable laminate shingles.

Both Nordic and Dynasty are available in IKO's exclusive hi-definition color blends that will make your customer's home the envy of the neighborhood.

*Manual sealing is required in cold temperatures. See application instructions for full details. **This is not a guarantee of impact resistance against hail. Damage from hail is not covered under the limited warranty. Full details on reverse.





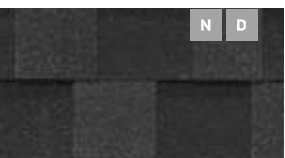










PERFORMANCE

NORDIC™ & DYNASTY® SHINGLES




SPECIFICATIONS ⁴	Limited Warranty ¹	Limited Lifetime ²	Dimensions (L x W)	40 7/8 in (1,038 mm) X 13 3/4 in (349 mm)	STANDARDS ⁵	ASTM D3462
	Iron Clad Protection ¹	15 Years	Exposure	5 7/8 in (149 mm)		ASTM D3018
	Limited Wind Warranty ¹	130 mph (210 km/h)	Coverage per Bundle	33 1/3 ft ² (3.1 m ²)		ASTM D7158 – Class H
	Blue-Green Algae Resistant ¹	Yes	Shingles per Square	60		ASTM D3161 – Class F
						ASTM E108/UL 790 – Class A
						FM 4473 – Class 4 ³ (IKO Nordic shingles) – Class 3 ³ (IKO Dynasty shingles)

 N D	 N D	 N D	 N D	 N D
GRANITE BLACK	SHADOW BROWN	CASTLE GREY	DRIFTSHAKE	GLACIER
 N D	 N D	 N D	 D	 D
CORNERSTONE WWD	FROSTONE GREY	BROWNSTONE	ATLANTIC BLUE ⁶	BISCAYNE
 D	 D	 D		
MONACO RED	EMERALD GREEN	SENTINEL SLATE		

N Nordic shingles are available in color blends marked with this symbol.

D Dynasty shingles are available in color blends marked with this symbol. **Sentinel Slate is available in select markets.**



IMPORTANT! To ensure complete satisfaction, please view several full-size shingles and an actual roof installation prior to final color selection as the shingle swatches and photography shown online, in our brochures and in our **ROOFViewer**® tool may not accurately reflect shingle color and do not fully represent the entire color blend range nor the impact of sunlight.

Note: Product and color availability may vary by region. Products with Miami Dade NOA and FBC product approval listings are available. Meets requirements of the Texas Department of Insurance. Please contact IKO for details. ¹See Limited Warranty at IKO.com for complete terms, conditions, restrictions and application requirements. Shingles must be applied in accordance with application instructions and local building code requirements. ²Lifetime means the period of time commencing on the date of the completion of the installation of the shingles on the building, and continuing so long as the Owner or the first transferee owns the building on which the shingles were installed. ³This impact rating is solely for the purpose of enabling residential property owners to obtain a reduction in their residential insurance premium, if available. It is not to be construed as any type of express or implied warranty or guarantee of the impact performance of this shingle by the manufacturer, supplier or installer and damage from hail is not covered by the Limited Warranty. IKO recommends the use of its Class 4 impact resistance rated Hip and Ridge cap shingle in conjunction with the use of Class 4 impact resistance rated shingles, and the use of no less than its Class 3 impact resistance rated Hip and Ridge cap shingle in conjunction with the use of Class 3 impact resistance rated shingles. For further detail concerning the FM 4473 standards, visit the FM Approvals website. ⁴All values shown are approximate. ⁵Products are developed with reference to these standards. ⁶Blue granules may fade after extensive exposure to the sun's ultraviolet rays.



The information in this literature is subject to change without notice. We assume no responsibility for errors that may appear in this literature.

Find out more about our products now by talking to an IKO sales representative or contact us directly:
In the United States, call 1-888-IKO-ROOF (1-888-456-7663).
In Canada, call 1-855-IKO ROOF (1-855-456-7663). Or visit our website at: **IKO.COM.**



Exhibit B

Summary

Marseal Group will remove and replace all roofing material, drip edge, felt and metal roof penetrations as per insurance estimate dated 04/27/2022. Upgrade felt to synthetic felt and install ice and water shield in all valleys.

SCOPE OF WORK

Scope of Work:

Marseal Group will complete repairs outlined in the insurance estimate dated 04/27/2022.

Building 6: \$93,909.58

Fire Station 2

737 Keller Smithfield Rd

1. Tear off, haul and dispose of all comp. shingles - Laminated
2. Remove & replace: Rake drip edge
3. Roofing felt: synthetic underlayment
4. Laminated comp. shingle rfg.
5. Ridge cap: Standard profile - composition shingles
6. Remove & replace Flashing: pipe jack – all existing
7. Remove & replace Flashing: pipe jack – lead – all existing
8. Prime & paint: roof jack – all existing
9. Remove & replace: Roof vent - turtle type - Metal – all existing
10. Remove & replace: Rain cap - 8" – all existing
12. Roofer: per hour - Additional labor allowance to manipulate step/counter flashing
13. Heat, Vent, & Air Conditioning (Bid Item) - Bid from TD Industries to replace TML Xactimate line item for gravity roof vents.
14. Commercial Supervision/ Project Management
15. Taxes, insurance, permits & fees (Bid Item) - TIPS FEE is 2% + Payment and Performance bonds
16. Temporary Toilet
18. Remove & replace window screen, 10 – 16 SF x6
19. Doors (Bid Item) – Replace roll up doors
20. Doors (Bid Item) – FCD rental expense to install doors
22. Tandem axle dump trailer – per load – including dump fees



Building 22: \$3,400.20

Playground Equipment
640 Johnson Rd

1. Tear off, haul, and dispose of all comp. shingles - Laminated
2. Remove & replace: Rake drip edge
3. Roofing felt: synthetic underlayment
4. Laminated - comp. shingle rfg.
5. Ridge cap: - Standard profile - composition shingles
6. Commercial Supervision/Project Management
7. Taxes, insurance, permits & fees (Bid Item) - TIPS FEE is 2% + Payment and Performance bonds
8. Temporary Toilet

Building 59: \$6,095.44

Playground Equipment
265 Golden Triangle

1. Remove ridge cap – metal roofing
2. Install ridge cap – metal roofing
3. Remove & replace planking – cedar (per SF)
4. Boom lift – 30'-45' reach (per day)
5. Stain/finish deck
6. Mask the surface area per square foot – plastic and tape – 4mil
7. Commercial Supervision/ Project Management
8. Temporary Toilet
9. Taxes, insurance, permits & fees (Bid Item) - TIPS FEE is 2% + Payment and Performance bonds
10. Haul debris – including dump fees

Building 96: \$31,641.84

Shop/Crew Building
151 Bear Creek Pkwy

1. Tear off, haul and dispose of all comp. shingles – Laminated
2. Remove & replace: Rake drip edge
3. Laminated – comp. shingle rfg. – w/out felt
4. Ridge cap – Standard profile – composition shingles
5. Remove & Replace Flashing – pipe jack – lead – all existing
6. Remove & replace Rain cap – 8" – all existing
7. Synthetic roofing felt
8. Ice & water barrier on entire roof surface
9. Commercial Supervision/ Project Management
10. Taxes, insurance, permits & fees (Bid Item) - TIPS FEE is 2% + Payment and Performance bonds
11. Temporary Toilet
12. Remove & Replace Gutter guard/screen – 300LF
13. Manipulate existing gutter system



Building 97: \$148,307.52

Administration Building

151 Bear Creek Pkwy

1. Tear off, haul and dispose of all comp. shingles - Laminated
2. Remove & replace: Rake drip edge
3. Laminated - comp. shingle rfg.
4. Ridge cap - Standard profile - composition shingles
5. R&R Flashing - pipe jack - lead – all existing
6. R&R Rain cap - 8" – all existing
7. Synthetic roofing felt
8. Ice & water barrier on entire roof surface
9. Commercial Supervision/ Project Management
10. Taxes, insurance, permits & fees (Bid Item) - TIPS FEE is 2% + Payment and Performance bonds
11. Temporary Toilet
12. Remove & Replace Gutter guard/screen – 983LF
13. Manipulate existing gutter system

Building 98: \$80,738.91

Cold Vehicle Storage

151 Bear Creek Pkwy

1. Tear off, haul, and dispose of all comp. shingles - Laminated
2. Remove & replace: Rake drip edge
3. Laminated - comp. shingle rfg.
4. Ridge cap - Standard profile - composition shingles
5. R&R Flashing - pipe jack - lead – all existing
6. R&R Rain cap - 8" – all existing
7. Roofing felt
8. Ice & water barrier on entire roof surface
9. Commercial Supervision/ Project Management
10. Taxes, insurance, permits & fees (Bid Item) - TIPS FEE is 2% + Payment and Performance bonds
11. Temporary Toilet
12. Remove & Replace Gutter guard/screen – 535LF
13. Manipulate existing gutter system



Building 99: \$39,108.37

Warehouse

151 Bear Creek Pkwy

1. Tear off, haul and dispose of all comp. shingles – Laminated
2. Remove & replace: Rake drip edge
3. Laminated - comp. shingle rfg. - w/out felt
4. Ridge cap - Standard profile - composition shingles
5. R&R Flashing - pipe jack - lead – all existing
6. R&R Rain cap - 8" – all existing
7. Remove Additional charge for high roof (2 stories or greater)
8. Additional charge for high roof (2 stories or greater)
9. Roofing felt
10. Ice & water barrier on entire roof surface
11. Commercial Supervision/ Project Management
12. Insulation (Bid Item)
13. Taxes, insurance, permits & fees (Bid Item) - TIPS FEE is 2% + Payment and Performance bonds
14. Temporary Toilet
15. Remove & Replace Gutter guard/screen – 276LF
16. Manipulate existing gutter system

Building 101: \$26,072.54

Fuel Island

151 Bear Creek Pkwy

1. Tear off, haul, and dispose of all comp. shingles - Laminated
2. Remove & replace: Rake drip edge
3. Laminated - comp. shingle rfg.
4. Ridge cap - Standard profile - composition shingles
5. R&R Flashing - pipe jack - lead – all existing
6. R&R Flashing - pipe jack - split boot – all existing
7. Remove Additional charge for high roof (2 stories or greater)
8. Additional charge for high roof (2 stories or greater)
9. Roofing felt
10. Ice & water barrier on entire roof surface
11. Commercial Supervision/ Project Management
12. Taxes, insurance, permits & fees (Bid Item) - TIPS FEE is 2% + Payment and Performance bonds
13. Temporary Toilet
14. Remove & Replace Gutter guard/screen – 256L
15. Manipulate existing gutter system



Building 207: \$8,822.77

Fire Station 1

455 Keller Smithfield Rd

1. Remove & replace rain cap – 8" – all existing
2. Heat, Vent, & Air Conditioning (Bid Item) - Bid from TD Industries to replace TML Xactimate line item for gravity roof vents.
3. Commercial Supervision/ Project Management
4. Taxes, insurance, permits & fees (Bid Item) - TIPS FEE is 2% + Payment and Performance bonds
5. Central air – condenser repair – fan guard x2
6. Remove & replace - Gas grill - insert

Building 262: \$11,516.35

Storage (Parks Equipment)

430 Bear Creek Pkwy

1. Remove & replace metal roofing
2. Remove & replace ridge cap – metal roofing
3. Remove & replace gable trim for metal roofing – 29 gauge – all existing
4. Remove & replace closure strips for metal roofing – all existing
5. Commercial Supervision/ Project Management
6. Taxes, insurance, permits & fees (Bid Item) - TIPS FEE is 2% + Payment and Performance bonds
7. Temporary Toilet
8. Dump fees

Building 287: \$105,909.97

Support Services Building

737 Keller Smithfield Rd

1. Tear off, haul and dispose of all comp. shingles - Laminated
2. Remove & replace: Rake drip edge
3. Roofing felt - synthetic underlayment
4. Laminated - comp. shingle rfg.
5. Ridge cap - Standard profile - composition shingles
6. Continuous ridge vent - shingle-over style
7. R&R Flashing - pipe jack – all existing
8. Prime & paint roof jack – all existing
9. R&R Rain cap - 8" – all existing
10. Roofer - per hour - Additional labor allowance to manipulate step/counter flashing
Heat, Vent, & Air Conditioning (Bid Item) - Bid from TD Industries to replace TML Xactimate line item for gravity roof vents.
11. Taxes, insurance, permits & fees (Bid Item) - TIPS FEE is 2% + Payment and Performance bonds
12. Temporary Toilet
13. Doors (Bid Item) – Replace roll up doors
14. Doors (Bid Item) - FCD rental expense to install doors
15. Central air – condenser repair- fan guard x2
16. Dump fees



TIME

- Marseal Group is requesting 30 working days to complete this scope of work

INCLUSIONS

- Includes all labor and materials necessary to complete the scope of work outlined in this proposal except items specifically excluded. Any change that may impact scope, timing, or sequencing outside of this proposal will necessitate a change order and/or work authorization and will not be completed until a signed change order/work authorization is received.
- General Liability Insurance
- 2-year workmanship warranty
- Material warranty provided per manufacturer listed below.
 - WARRANTY IKO hereby warrants to the Owner of the property on which IKO accessory residential and/or commercial roofing products have been installed as part of a roof (such IKO products hereinafter referred to as the "Products") that the Products will remain free of any manufacturing defect resulting in water leakage for a period of twelve (12) months following the date of installation (the "Warranty Period"), subject to the conditions and limitations listed below. This Warranty is applicable only to Products installed in the United States or Canada, or Products purchased from an approved IKO exporter.

EXCLUSIONS

- Abatement of any kind
- Architectural Drawings
- Unless otherwise stated above permits, approvals, easements, assessments, bonds (including payment, performance, or bid), and fees required for the development, construction, use, or occupancy of permanent structures or for permanent changes in existing facilities, including building permits.
- Any items the building owner wishes to complete outside of the included scope will necessitate a signed change order.

RISKS & ASSUMPTIONS

- Marseal Group will have all construction areas taped off and marked to ensure that others are safe for the duration of the project. It is expected that no one other than a team member of Marseal Group goes beyond any marked off area.
- While construction is taking place the noise level from equipment, tools, and crew working may be higher than normal and should be expected.
- Marseal Group will need unobstructed access to the grounds from dawn to dusk Monday through Saturday to complete the project in a timely manner, unless an alternate schedule is agreed to in writing.
- Any information or services to be provided by Owner shall be provided in a timely manner including information describing the physical characteristics of the Worksite, including surveys, Worksite evaluations, legal descriptions, data, or drawings depicting existing conditions, subsurface, and environmental studies, reports, and investigations; tests, inspections, and other reports dealing with environmental matters, hazardous material, and other existing conditions, including structural, mechanical, and chemical tests required by the Contract Documents or by law or which are required for Contractor's performance of the Work and under Owner's control.
- Before commencing the Work and thereafter at the written request of Contractor, Owner shall provide Contractor with evidence of Project financing if requested. Evidence of such financing shall be a condition precedent to Contractor's commencing or continuing the Work.



SCHEDULE OF VALUES

Item	Description	Amount
Project Mobilization	Due prior to any work being performed.	\$166,657.05
Project Milestone	Due after 50% completion.	\$166,657.05
Project Completion	Substantial completion.	\$166,657.05
Retainage	10% of total to be held by customer until after final inspection.	\$55,552.34
	TOTAL:	\$555,523.49

THIS PRICE IS VALID FOR 21 CALENDAR DAYS.

I acknowledge that I have read and understand the above Prime Contract, as well as the attached scope of work, exhibits, and schedule of values outlined above. I understand this estimate is valid for 14 days, after which, pricing and scheduling will need to be re-evaluated. By signing below, I am acknowledging that I have the authority to sign on behalf of my organization and authorize work to commence.

IN WITNESS WHEREOF, THIS AGREEMENT AND EXHIBITS IS EXECUTED BY:

Constructor

**Marseal Group, LLC
208 N HWY 377
Roanoke, TX 76262
833-627-7325**

Owner

**City of Keller
1100 Bear Creek Pkwy
Keller, TX 76248
817-743-4000**

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

