



ENERGY-EFFICIENT

Reduce internal air temperatures by as much as 15°F, and save money on energy costs by installing a Duro-Last Roofing System. The Duro-Last white membrane reflects approximately 86% of the sun's energy.



P R O P O S A L
Based on TXMAS

July 14, 2009

City of Angleton, Texas

RE: DURO-LAST MECHANICALLY FASTENED ROOF SYSTEM OVER EXISTING ROOF LOCATED @ ANGLETON CITY HALL – APPROXIMATELY 9,900 SQ. FT.

Attn: Robert Owens

We hereby propose to furnish the necessary labor, material, equipment, insurance and supervision to install a 15-year, no-dollar limit, transferable, Duro-Last warranted roof system on the above referenced project. This includes a \$12,000,000 product liability insurance policy, which protects non-residential buildings and their contents if it is damaged because of failure of the Duro-Last roofing system, within the terms of the warranty. The Duro-Last warranty also does not exclude ponding water, as do most other warranted systems. This proposal is based on utilizing the following material and qualifications:

1. Duro-Last nominal 40 mil. white membrane.
2. Duro-Last PVC 4" fascia bar with metal snap-on trim.
3. Underlayment: 3 mil. polyethylene.
4. Duro-Last accessories to make system complete such as but not limited to pre-fabricated curbs, boots, parapets sheets, screws, caulk, plates and etc. per Duro-Last Roofing, Inc. manufacturer's specifications.

Qualifications/Clarifications:

1. Proposal based on overlaying of existing roof.
2. If required, any HVAC, plumbing, electrical, etc. that may need to be moved or disconnected and reconnected (other than normal roofing practice) will need to be done by a subcontractor of Owner's choice at Owner's expense.
3. If any deteriorated or damaged roof system, decking, framing, parapet, fascia, vents, stacks, pipes, conduit, electrical wiring, gutters, drains etc. unforeseen or otherwise are encountered during roofing installation, Jaco will notify owner/owner's representative of the situation; after approval, repairs can be made by others or on a time and material basis by Jaco.
4. Jaco Construction, Inc. is not responsible for existing building conditions such as but not limited to existing leaking roofs, walls, windows, gutters, downspouts, interior drains, pipes, air conditioner equipment, electrical wiring, hidden conduit within or below the existing roofing system, ducts, vents, fans, parapets, mansards, water lines, masonry walls, adjacent roofs, skylights, trims or the existence of water damage to existing building interiors (walls, ceiling, floors and etc.) or the existence of mold.
5. Although Jaco Construction, Inc. will take standard caution in loading the roof prior to installation, some leaks may occur due to the existing condition of the roof. Jaco Construction, Inc. will not be responsible for leaks or possible interior damage.
6. **Notice of Disclaimer/Release:**
Moisture that has entered into the building prior to Jaco's installation or repair of the roofing may result in damage to building or result in mold, fungi or spores on the job site. Owner agrees that should Contractor discover the presence of mold, fungi or spores on the job site, Contractor reserves the right to stop work, report said condition to the owner, and require the full remediation of condition by the owner before proceeding

Office Address:
415 S. Hwy 288B
Clute, TX 77531
(979) 265-6101



1-800-265-JACO

Mailing Address:
P. O. Box 937
Clute, TX 77531
(979) 265-6448 Fax

with the work. In no case shall contractor be responsible or liable for detection, removal, disposal, or remediation of any asbestos, mold, mildew, fungi, spores or other hazardous chemical or biological agent. Owner hereby expressly releases and discharges contractor from any and all liability, claims, causes of action, or damages whether actual or consequential, arising out of tort or under contract, for personal injury, property damage, illness, allergic reactions, disease, and/or death resulting from or related to asbestos, mold, mildew, fungi, spores and/or other hazardous chemical or biological agent.

Owner agrees to indemnify and save and hold harmless Contractor from and against any and all claims, damages, losses and causes of action for breach of contract, breach of warranty, or for the negligence of contractor and/or its subcontractors which are brought by owner and/or its agents, employees, relatives, invitees or licensees, arising out of or relating to property damage, personal injury, illness, allergic reactions, disease or death resulting from asbestos, mold, fungi spores and/or any other hazardous chemical or biological agent on the job site.

7. **This proposal is intended and shall become in its entirety part of, as if attached and/or written into any other purchase order, contract, or letter of acceptance, written or issued by the owner and is intended and agreed upon to be an integral part of any contract agreement between the parties. There shall be no changes, exclusions, or revisions made to the proposal without explicit agreement and acknowledgement by Jaco Construction, Inc.**
8. Certified windstorm inspection is included.
9. City permit is included.
10. State and local taxes are not included.
11. Bond is included.
12. Quotation based on Jaco's Standard Insurance Limits; 1 Million General Liability, 2 Million General Aggregate with 5 Million Excess/Umbrella Liability, 1 Million Automobile Liability.
13. Payment terms: One half of contract amount due upon delivery of materials to job site, monthly billings thereafter will be 100% of work completed. All invoices are due on/or before 10 days after receipt unless otherwise agreed upon. All past due invoices shall bear interest at 10% per annum until paid. Buyer agrees to stated payment terms above and Buyer further agrees to pay Jaco Construction Inc.'s legal cost or any collection agency fees incurred for collections of any past due invoices. Payment to be made upon completion in accordance with above specifications, payable to Jaco Construction, Inc., P.O. Box 937, Clute, Brazoria County, Texas 77531. Payment will be accepted by credit card, with an additional fee of 2.07% added.
14. Price subject to change if not accepted within 20 days of quote date due to fluctuation of material market.
15. This proposal is subject to credit approval.
16. If Owner is a Corporation, corporation shall furnish Corporate Resolutions authorizing Corporate Officer to enter into contract with Jaco Construction for purposes of re-roof/roofing facility located at address _____ legal description _____, Owner of Record _____.
17. Personal Guarantee: In consideration for the credit extended to above listed Corporation, Sole Proprietorship, LLC, Partnership or individual, the undersigned hereby guarantees and agrees to be personally liable for all indebtedness incurred or provide an Irrevocable Letter of Credit for full contract amount. City, County, State or Federal Purchase Order will be considered as satisfying this requirement.

TOTAL PROPOSAL \$35,213.00

Respectfully Submitted,

JACO CONSTRUCTION, INC.

Patrick Moody
Sales

Agreed and Accepted:

By: _____
 (Authorized Signing Officer)

(Printed Name)

(Title)

(Date)