

LARAMIE COUNTY CLERK BOARD OF COUNTY COMMISSIONERS AGENDA ITEM PROCESSING FORM

1. DATE OF PROPOSED ACTION: June 6, 2017

2. AGENDA ITEM: Appointments Bids/Purchases Claims
Contracts/agreements/leases **Grants** Land Use: Variances/Board App/Plats
Proclamations Public Hearings/Rules & Reg's Reports & Public Petitions
Resolutions Other

3. DEPARTMENT: Grants

APPLICANT: Health Department

AGENT: Sandra Newland

4. DESCRIPTION: Consideration of a ratified resolution authorizing the submission of an Emergency Mineral Royalty Grant Application to the Wyoming State Lands and Investments Board for the purpose of obtaining funding for the complete replacement of the Health Department Roof in the amount of \$112,500 with the County matching \$37,500.

RECEIVED AND APPROVED AS
TO FORM ONLY BY THE
LARAMIE COUNTY ATTORNEY

5. DOCUMENTATION: 2 originals

Clerks Use Only:

Commissioner

Ash _____

Heath _____

Holmes _____

Kailey _____

Thompson _____

Action _____

Postponed/Tabled _____

Signatures

Co Attny _____

Assist Co Attny _____

Grants Manager _____

Outside Agency _____

Mineral Royalty Grant Application

Check list

Applicant Name:

Information Required for Applications

- ☒ Check List
- ☒ Application
- ☒ Licensed engineer's statement of feasibility of the project (not required for the purchase of emergency vehicles)
- ☒ Standard resolution authorizing the filing of the application on a form provided by the Office
- ☒ General Financial Information
- ☒ Copy of current approved and signed budget
- ☒ Detailed project cost estimate and how the costs were estimated
- ☒ Estimated project schedule that includes design, commencement of construction and completion of construction
- ☒ Grant draw down schedule broken down in six-month intervals
- ☒ Copy of documentation of the specific requirements and explanation of how project addresses the requirements to meet federal or state health and safety requirements
- ☒ One (1) signed original and two (2) copies of your completed application, including all attachments

Additional Information for Special District

- ☐ Copy of County Commissioners resolution that shows formation of special district
- ☐ Copy of certification from the County Commissioners that the special district currently exists
- ☐ Written review from the County Commissioners pursuant to W.S. 9-4-604(h)
- ☐ Written review from City or Town (only if special district is within five (5) miles of incorporated limits)
- ☐ Resolution for assessments
- ☐ Letter from County Assessor verifying and showing the dollar amount the District is collecting for assessment
- ☐ Copy of assessment schedule

Additional Information for Joint Powers Boards

- ☐ Copy of certificate of organization filed with the Secretary of State
- ☐ Copy of executed joint powers agreement approved by the Attorney General
- ☐ Written review from the County Commissioners
- ☐ Written review from City or Town (only if Joint Powers Board is within five (5) miles of incorporated limits)

Additional Information Needed for Water and Sewer Projects

- ☐ Completed Water/Sewer Questionnaire

Additional Information Needed for Street and Roads Projects

- ☐ Completed Street Questionnaire

Additional Information Needed for Fire Apparatus Projects

- ☐ Completed Fire Apparatus Questionnaire

Additional Information Needed for Vehicles

- ☐ Vehicle Replacement Certification

STATE OF WYOMING
STATE LOAN AND INVESTMENT BOARD
INFRASTRUCTURE FINANCING

APPLICATION

CWC ☐ MRG ☒

Applicant: Laramie County, Wyoming

Date: 05/31/2017

Mailing Address: 309 W. 20th Street

Contact Person: Sandra Newland

City: Cheyenne

State: Wyoming

Zip: 82001

E-mail address: snewland@laramiecoun

E-mail address: snewland@laramiecounty.co

Phone No.: (307) 633-4201

Phone No.: (307) 633-4201

Fax No.: (307) 633-4285

Population: 30,661

Applicant's Tax I.D. Number: 836000111

County: Laramie

Type of Entity: County ☒ Joint Powers Board ☐ Municipality ☐ Special District ☐

Other (Explain)

Population of Applicant: 30,661 Total Population Served By Project (Directly/Indirectly): 97121

Percentage of applicant's population directly served by the project: 100%

Applicant's submitting multiple applications must establish priority ranking: Priority # 1 of 1

Name of Project: City of Cheyenne/Laramie County Health Department Roof

Project Schedule (Includes Planning, Design, and Construction):

Estimated Start Date: 07/01/2017 Estimated End Date: 09/30/2017

List all funding sources for the project other than current request: (Manually Calculate Figures)

(A)Funding Source (If approved, list grant/loan#)	Amount	Status		(B)Amount Expended
		Pending	Approved	
County Matching Funds	\$37,500.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$0.00
		<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	

(C)Amount of Funds Requested: \$112,500.00
(D)Estimated total project cost: \$150,000.00
(E)Balance of Project Incomplete: \$150,000.00
Estimated Reimbursement Rate: 75.00%

(Final Reimbursement Rate Is Determined by Board Approved Amount)
Manual Formula: (A) – (B) + (C) = (D) / (E)

Name of Applicant: Laramie County, Wyoming

Name of Project: City of Cheyenne/Laramie County Health Department Roof

Is project needed to meet federal or state health and/or safety requirement? Yes ☐ No ☒
(If yes, provide specific health or safety requirement project will address)

Do you have an Administrative Order? Yes ☐ No ☒
(If yes, provide copy of the Administrative Order) – MRG Only

Water and/or Sewer Project: Yes ☐ No ☒
(If yes, complete Water/Sewer Questionnaire for project requests in excess of 50%) – MRG Only

Street and/or Road Project: Yes ☐ No ☒
(If yes, complete Street Questionnaire) – MRG Only

Fire Apparatus Project: Yes ☐ No ☒
(If yes, complete Fire Apparatus Questionnaire)


Vehicle Project: Yes ☐ No ☒
(If yes, complete Vehicle Replacement Certification form)

If full funding is not received, what will applicant do?
Continue to make minor repairs to the roof until alternative resources can be found to replace the entire roof.

If additional funding is needed, where will the additional funds be obtained?
Laramie County is will to match the project 25% and this funding will come from county general funds.

Can the project be scaled back or phased? Yes ☐ No ☒
(Provide explanation)
We have been patching the roof this spring and it is expensive and inefficient. The roof needs to be replaced.

I certify that I am authorized to sign this application on behalf of our governing body, and the applicant will comply with all appropriate requirements if approved. To the best of my knowledge and belief, the information in this application is true and correct. I understand the State may review any relevant documents or instruments relating to the analysis of this application.

Chairman Troy Thompson		05/31/2017
Name and Title (typed)	Signature	Date
Sandra Newland, Grants Manager	(307) 633-4201	snewland@laramiecoun
Name and Title of Contact Person	Phone No.	E-mail

SUBMISSION REQUIREMENTS: ALL DOCUMENTS MUST BE PRINTED ON 8 ½ X 14 (LEGAL) SIZE PAPER. **OFFICE OF STATE LANDS AND INVESTMENTS, ATTN: GRANTS AND LOANS DEPARTMENT, HERSCHLER BUILDING, 3RD WEST, 122 WEST 25TH STREET, CHEYENNE, WYOMING 82002**

- CWC – Submit one (1) original Application and one (1) original Joint Resolution form
- MRG – Submit one (1) original and two (2) copies of Checklist, Application, Project Narrative, and Supporting Documentation.

Name of Project: City of Cheyenne/Laramie County Health Department Roof

Project Narrative: Provide a brief description of the project and why applicant needs the project. Narrative must include applicable items listed in the instructions for completing the Application Form. (Attach additional pages for project description if needed, **must be legal size**)

Number of Attached Pages 34

Laramie County, Wyoming is requesting emergency MRG funding to help us replace the City of Cheyenne/Laramie County Health Department roof located at 100 Central Avenue, Cheyenne, WY. The existing roof is original to the building, built in June of 1993. The roof has started leaking in the last couple months with the extensive moisture we have received in Cheyenne. Our County Maintenance Department has worked diligently to try and mitigate known leaks and provide patching. This has been an on-going process that is a temporary fix until the next storm. We have consulted our insurance providers with WARM (Wyoming Association of Risk Management) only to learn that the roof is not covered by insurance funding due to no evident damages of natural occurrence.

The roof needs to be completely replaced at this point to prevent any additional leaks and interior damage. We have had two contractors come out and provide quotes, Front Range Roofing Systems at \$148,020.00 with a 15 year warranty and Capitol Roofing at \$142,771.31 with a 20 year warranty. These quotes are for the complete removal and replacement of the roof membrane and materials.

We have included several pictures of the exterior and interior damages caused by the leaks. Minor patch work has been completed several times and is needed again after our recent snow storm on May 18th-19th 2017. We have spent over \$2,251 in fixes through Monday May 22, 2017. At this point we really need to replace the roof instead of making minor patches. The damages are impeding daily operations at the facility that treats patients. Staff and patients have to walk around buckets of water and we have also had to worry about saturated ceiling tiles falling due to the damage. This is an emergency situation that needs to be addressed before mold is allowed to grow due to the extensive dampness in the ceiling and wet carpeting.

If funded, we are prepared to go out to bid immediately for the replacement of the roof. We have included a Licensed Engineer's Statement of Feasibility for the project and anticipate having the project completed by the fall of 2017.



Laramie County Public Works

13797 Prairie Center Circle Cheyenne, WY 82009

Phone: 307.633.4302 / Fax: 307.633.4219

TO: Wyoming State Lands and Investment Board

FROM: Robert G. Geringer, PE

DATE: May 30, 2017

RE: Health Department roof



The Cheyenne-Laramie County Health Department building was built in 1993. It is a two-story steel frame building clad in brick veneer with a flat roof comprised of a single-ply membrane system. Generally, the exterior and interior building systems are in good condition; however, the membrane roofing system is original to the building, is out of warranty, and needs to be replaced.

I have observed multiple points of separation in the membrane that are likely points of exterior moisture penetration. Such penetration has caused, and will continue to cause, extensive damage to the interior of the building.

As such, in my opinion, an extensive renovation and/or complete replacement is necessary and feasible to re-establish the integrity of the building envelope. Such action should be taken immediately to prevent further damage from occurring to the interior of the building.

Resolution No. _____

Entitled: A RESOLUTION AUTHORIZING SUBMISSION OF A FEDERAL MINERAL ROYALTY CAPITAL CONSTRUCTION ACCOUNT GRANT APPLICATION TO THE STATE LOAN AND INVESTMENT BOARD ON BEHALF OF THE GOVERNING BODY FOR THE _____
Laramie County, Wyoming
(name of applicant)

FOR THE PURPOSE OF (state purpose of project): Replacing the City of Cheyenne/Laramie County Health

Department Roof to prevent future leaks and property damage.

WITNESSETH

WHEREAS, the Governing Body for the _____
Laramie County, Wyoming
(name of applicant)
desires to participate in the FEDERAL MINERAL ROYALTY CAPITAL CONSTRUCTION ACCOUNT GRANT program to assist in financing this project; and

WHEREAS, the Governing Body of the _____
Laramie County, Wyoming
(name of applicant)
recognizes the need for the project; and

WHEREAS, the Federal Mineral Royalty Capital Construction Account Grant program requires that certain criteria be met, as described in the State Loan and Investment Board's Rules and Regulations governing the program, and to the best of our knowledge this application meets those criteria; and

WHEREAS, the Governing Body of the _____
Laramie County, Wyoming
(name of applicant)
plans to match the requested Federal Mineral Royalty Capital Construction Account Grant from the following source(s): (describe the source and status of all matching funds): Matching funds in the amount of 25% will
come from Laramie County.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE

_____ that a grant application in the amount of
Laramie County, Wyoming
(name of applicant)
\$ \$112,500.00 be submitted to the State Loan and Investment Board for consideration
at the 15-Jun-2017 to assist in funding the City of Cheyenne/Laramie County Roof Replacement
(date of grant meeting) (name of project)

BE IT FURTHER RESOLVED, that _____
Troy Thompson, Chairman
(name and title of persons)
are hereby designated as the authorized representatives of the _____
Laramie County, Wyoming
(name of applicant)
to act on behalf of the Governing Body on all matters relating to this grant application.

PASSED, APPROVED AND ADOPTED THIS 31 day of May, 2017



(signature)
Troy Thompson, Chairman
(name and title)

Attest:



(signature)
Debra Lee, County Clerk
(name and title)

OFFICE OF STATE LANDS AND INVESTMENTS
General Financial Information Form

Prepared by: County Clerk Finance Office

Date: 05/30/2017

Entity Type: County ☒ Municipality ☐ Special District/Lawful Entity ☐

Assessed Valuation, this F.Y.: \$ 1,055,953,561.00

Total Mills levied by Entity, this F.Y.: Number 12 Percentage of Available Mills 100%

Is the number of mills levied by your entity less than the required amount pursuant to W.S. 9-4-604(a)? (If yes, provide justification for eligibility)

NO

Is the Entity assessing the optional sales tax authorized under W.S. 39-15-204(a)(i) or (iii)?
Yes ☒ No ☐ (If yes, provide the amount and type of tax levied in the County in which the project is located)

1% for general revenue W.S. 39-15-204(a)(i)
1% for specific purpose W.S. 39-15-204(a)(iii)

What is the Entity's Total bonded and non-bonded indebtedness?
(Include the name of debt holder, principal balance, interest rate, and remaining term)

Debt Holder	Principal Balance	Interest Rate	Term
Juvenile Services Center	1,495,000	1.55 - 6.00%	Through 2025
Copier leases	56,949	6.00 - 9.00%	5yrs various end dates
Caterpillar Financial	1,407,093	2.20%	April 2017
Economic Development	8,971,073	0.00%	Through 2020
Accrued Compensated Absences	2,136,601		
Total	14,066,716		

Total Investments as of:

6/30/ 16 13,180,292.00

6/30/ 15 15,209,395.00

6/30/ 14 8,052,775.00

Total Cash Balances as of:

6/30/ 16 8,371,997.00

6/30/ 15 3,615,244.00

6/30/ 14 8,486,900.00

Explanation for Variances (Attach additional pages if needed, must be legal size):

Laramie County, WY
General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balances
For the Year Ended June 30, 2016

	<u>General Fund</u>
REVENUES	
Taxes	\$ 15,910,951
Licenses and permits	101,442
Intergovernmental revenues	11,026,232
Charges for services	4,048,272
Investment earnings	597,090
Miscellaneous revenues	688,325
Total revenues	<u>32,372,312</u>
EXPENDITURES	
Current:	
General Government	11,594,905
Public safety	17,577,997
Conservation and development	180,027
Capital outlay	57,305
Debt service:	
Interest	88,625
Principal retirement	194,215
Total expenditures	<u>29,693,074</u>
Excess (deficiency) of revenues over expenditures	<u>2,679,238</u>
OTHER FINANCING SOURCES (USES)	
Proceeds from sale of capital assets	250
Transfers In	37,634
Transfers out	(553,997)
Total other financing sources (uses)	<u>(516,113)</u>
Net change in fund balances	2,163,125
Fund balances - beginning	18,965,405
Fund balances - ending	<u>\$ 21,128,530</u>

Amounts extracted from the Laramie County Annual Financial and Compliance Report
please see that report for complete financial disclosure.

**Laramie County, WY
General Fund
Balance Sheet
June 30, 2016**

	<u>General Fund</u>
ASSETS	
Cash	\$ 2,340,203
Equity in pooled cash	6,031,794
Investments	13,180,292
Accounts receivable	95,835
Property tax receivable	13,130,938
Accrued interest receivable	1,005
Due from other funds	32,214
Due from other governments	1,615,258
Inventory	50,341
Total assets	<u>36,477,880</u>
DEFERRED OUTFLOWS OF RESOURCES	
Total deferred outflows of resources	<u>-</u>
Total assets and deferred outflows of resources	<u>\$ 36,477,880</u>
LIABILITIES	
Accounts payable	\$ 168,742
Accrued payroll liabilities	1,312,491
Due to other funds	26,159
Unearned revenue	33,326
Funds held for others	722,333
Due to other governments	14,657
Total liabilities	<u>2,277,708</u>
DEFERRED INFLOWS OF RESOURCES	
Unavailavle property taxes and deferred interest	13,071,642
Total deferred inflow of resources	<u>13,071,642</u>
Total liabilities and deferred inflows of resources	<u>15,349,350</u>
FUND BALANCES (DEFICITS)	
Nonspendable	50,341
Restricted	338,109
Assigned	13,337,893
Unassigned	7,402,187
Unallocated	-
Total fund balances (deficits)	<u>\$ 21,128,530</u>
Total liabilities and fund balances (deficits)	<u>\$ 36,477,880</u>

Amounts extracted from the Laramie County Annual Financial and Compliance Report
please see that report for complete financial disclosure.

Project Cost Estimate-Details provided by Capitol Roofing

• Remove and dispose of existing roofing items	\$6,800
• Install tapered system and crickets	\$22,000
• Membrane	\$30,000
• Install Drains	\$8,000
• Outside Coroners	\$500
• Inside Coroners	\$500
• A Cones	\$250
• B Cones	\$200
• Non-Reinforced Roll	\$100
• Membrane Vents (16)	\$650
• Buckets of Bonding Adhesive (8)	\$2,300
• Plates and Fasteners	\$7,000
• Replace Cap Flashing	\$22,000
• Labor	\$47,000
• Dumpster	\$2,200
• 20 Year Warranty	\$500
• Building Permit	\$0

TOTAL Estimate:	\$150,000
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Capitol Roofing, Inc.

805 East Fox Farm Rd. Cheyenne WY 82007

Phone: (307) 638-7724

Fax: (307) 638-3887

Company Representative:

Pat Merrell

(307) 631-6682

Pat@CapitolRoofingInc.com

Job Number: 11021086

Customer Info:

Job #: 11021086

County - Pribble, Jerry

County Health,

Cheyenne, WY, 82007

(307) 633-4388

Roofing

Description	Quantity	Unit	Price	Total
Remove - & Dispose Of Membrane Roofing	146.33	SQ	\$46.00	\$6,731.18
Install tapered system and crickets	1	ea	\$21,507.51	\$21,507.51
Install 160.96 Sq. Of 60 Mil IB Membrane	1	EA	\$28,766.76	\$28,766.76
Install 19- 3" Drains	1	EA	\$7,777.13	\$7,777.13
Install 40 Outside Corners	1	EA	\$391.38	\$391.38
Install 40 Inside Corners	1	EA	\$391.38	\$391.38
Install 6 A- Cones	1	EA	\$166.33	\$166.33
Install 4 B- Cones	1	EA	\$117.41	\$117.41
Install 1 Roll Of Non- Reinforced	1	EA	\$86.43	\$86.43
Install 16 Membrane Vents	1	EA	\$600.12	\$600.12
Install 8 Buckets Of Bonding Adhesive	1	EA	\$2,190.76	\$2,190.76
Install Plates And Fasteners	1	EA	\$6,578.48	\$6,578.48
Replace cap flashing - up to 10"	1123.25	LF	\$18.57	\$20,858.75
Install Labor	1	EA	\$44,307.69	\$44,307.69
Install Dumpster	1	EA	\$2,000.00	\$2,000.00
Install 20 Year IB Warranty	1	EA	\$300.00	\$300.00
Permit Building permit at actual cost (to be determined) as applicable for project location	1	EA	\$0.00	\$0.00

Roofing total: \$142,771.31

Total for all sections: \$142,771.31

Total: \$142,771.31

Notes/Comments:

This bid is for a 1/4" per foot tapered system with a full cricket system, there will be no standing water on roof. This is a 60 mil IB roof system, top of the line PVC heat weld system that comes with a 20 year warranty.

Company Authorized Signature

Date

Customer Signature

Date

Customer Signature

Date

This estimate was last edited by Pat Merrell ((307) 631-6682, Pat@CapitolRoofingInc.com) on May 16, 2017.
The estimate may be withdrawn if not accepted within _____ days.



DATE 5/12/17

Front Range Roofing Systems LLC (hereinafter referred to as "FRR") proposes to perform and furnish the labor, materials, insurance, supervision, equipment and warranty (herein together referred to as the "Work") described herein for:

OWNER/CUSTOMER: Laramie County Government

ADDRESS: 100 Central Ave, Cheyenne, WY 82007

PROJECT: Laramie County Health Department Re-Roof – Cheyenne, WY

A. SCOPE OF WORK:

EPDM RE-ROOF

- Bid based upon site visit
- Remove and dispose of existing membrane
- Mechanically attach new 1/4" DD Prime Coverboard
- ADHERE new 60 MIL CARLISLE BLACK EPDM
- New Carlisle 15 year total system warranty
- New Contractor's 2 year guarantee
- New Galvanized slip flashing at curbs and parapet cap metal
- New Galvanized scuppers

LARAMIE COUNTY HEALTH DEPARTMENT, CHEYENNE, WY RE-ROOF PROJECT: \$ 148,020.00

Qualifications and Exclusions:

- Excludes: Identification and abatement of Asbestos and other Hazardous Materials, Replacement or Repair of Dry-Rotted, Rusted or otherwise un-reusable decking or other substrates, Any work to correct hidden or unforeseen conditions, Interior Protection of building contents, Vapor/Air Barriers, Substrate Boards, Spray Foam Insulation, Wood Blocking/Nailers, Plywood/OSB, Sheathing, Framing, Any lumber or Carpentry, Vertical Parapet Wall Insulation or Sheathing (Back of Parapet), Water Based or Low VOC Bonding Adhesive, Primers or Sealants, Temporary Roofing, Walkway Protection not specifically shown on Roof Plan, Insulation below roof deck or in Wall Cavity, Flood Testing of Roof System, Roof Hatches, Any Mechanical, Electrical or Plumbing Work, Deck Patching, Any Physical testing of Roof system including but not limited ASTM E907 & FM 1-52, Field Painting, Davis Bacon or Prevailing Wage Rates, Engineering, Design & Layout Services, Snow/Ice Removal, Snow/Ice Retention, Textura or Similar Payment System, Overtime or Double time wages, and Bonds, Custom Colors, Venting, Equipment Curbs, Equipment Supports, Door and Window flashings, Through wall and other integrated Masonry flashings, Masonry Saw Cutting, louvers, Steel Grates, Splash Blocks, EFIS Flashings, Gas Line Stands or Slip-sheets, Soffit Panels and related flashings, Any Sheet Metal not specifically related to Roofing warranty.

B. CONTRACT PRICE: FRR shall perform the Work for One-Hundred Forty-Eight Thousand Twenty Dollars (\$148,020.00), in current funds. Payment of the Contract Price shall be paid as follows: Initial payment of \$74,010.00 within five (5) days of job start; additional payments due upon job completion.

C. TERMS AND CONDITIONS: The terms and conditions set forth on the reverse side are a part of this proposal.

- D. This Proposal is subject to revision or withdrawal by FRR for any reason until communication of acceptance, and may be revised after communication of acceptance where an inadvertent error by FRR has occurred. This Proposal expires thirty (30) days after the date stated above if not earlier accepted or withdrawn.

By: _____
Ryan J. Lauer

Title: PM/Estimator

ACCEPTANCE

The undersigned hereby accepts this Proposal and, intending to be legally bound hereby, agrees that this writing shall be a binding contract and shall constitute the entire contract.

Owner/Customer: _____

By: _____

Title: _____

Date: _____

TERMS AND CONDITIONS

1. Nature of Work. Front Range Roofing Systems, Inc. ("FRR") shall furnish the labor and material to perform the work described herein or in the referenced contract documents. FRR does not provide design, engineering, consulting or architectural services. It is the Owner's responsibility to retain a licensed architect or engineer to determine proper design and code compliance, including a determination as to whether and what type of a vapor or air retarder is needed. If plans, specifications or other design documents have been furnished to FRR, Customer warrants that they are sufficient and conform to all applicable laws and building codes. FRR is not responsible for any loss, damage or expense due to defects in plans or specifications or building code violations unless such damage results from a deviation by FRR from what is specified. FRR is not responsible for condensation, moisture migration from the building interior or other building components, location or size of roof drains, adequacy of drainage, ponding on the roof, structural conditions or the properties of the roof deck or substrate on which FRR's roofing work is installed.

2. Deck. Customer warrants that structures on which FRR is to work are in sound condition and capable of withstanding roofing construction, equipment and operations. FRR's commencement of roof installation indicates only that FRR has visually inspected the surface of the roof deck for visible defects. FRR is not responsible for the structural sufficiency, quality of construction (including compliance with FMG criteria), undulations, fastening or moisture content of the roof deck or other trades' work or design. FRR is not responsible to test or assess moisture content of the deck or substrate.

3. Asbestos and Toxic Materials. This proposal is based on FRR's not coming into contact with asbestos-containing or toxic materials ("ACM"). FRR is not responsible for expenses, claims or damages arising out of the presence, disturbance or removal of ACM. FRR shall be compensated for additional expenses resulting from the presence of ACM. Customer agrees to indemnify FRR from and against any liability, damages, losses, claims, demands or citations arising out of the presence of ACM.

4. Payment. Unless stated otherwise on the face of this proposal, Customer shall pay the contract price plus any additional charges for changed or extra work within ten (10) days of substantial completion of the Work. If completion of the Work extends beyond one month, Customer shall make monthly progress payments to FRR by or before the fifth (5th) day of each month for the value of Work completed during the preceding month, plus the value of materials suitably stored for the project. All sums not paid when due shall earn interest at the rate of 1-1/2% per month. FRR shall be entitled to recover from Customer all costs of collection incurred by FRR, including attorney's fees, resulting from Customer's failure to make proper payment when due. FRR's entitlement to payment is not dependent upon criteria promulgated by Factory Mutual Global, including wind uplift testing.

5. Right to Stop Work. The failure of Customer to make proper payment to FRR when due shall, in addition to all other rights, constitute a material breach of contract and shall entitle FRR, at its discretion, to suspend all work and shipments, including furnishing warranty, until full payment is made. The time period in which FRR shall perform the work shall be extended for a period equal to the period during which the Work was suspended, and the contract sum to be paid FRR shall be increased by the amount of FRR's reasonable costs of shut-down, delay and start-up.

6. Insurance. FRR shall carry worker's compensation, automobile and commercial general liability insurance. FRR will furnish a Certificate of Insurance upon request. Customer shall purchase and maintain builder's risk and property insurance, including labor and materials furnished by FRR, covering fire, extended coverage, malicious mischief, vandalism and theft on the premises to protect against loss or damage to material and partially completed work until the job is completed and accepted. Moneys owed to FRR shall not be withheld by reason of any damage or claim against FRR covered by liability, property or builder's risk insurance.

7. Additional Insured. If Customer requires and FRR agrees to make Customer or others additional insureds on FRR's liability insurance policy, Customer and FRR agree that the naming of Customer or others as additional insureds is intended to apply to claims made against the additional insured to the extent the claim is due to the negligence of FRR and is not intended to make FRR's insurer liable for claims that are due to the fault of the additional insured.

8. Interior Protection. Customer acknowledges that re-roofing of an existing building may cause disturbance, dust or debris to fall into the interior. Customer agrees to remove or protect property directly below the roof in order to minimize potential interior damage. FRR shall not be responsible for disturbance, damage, clean up or loss to interior property that Customer did not remove or protect prior to commencement of roofing operations. Customer shall notify tenants of re-roofing and the need to provide protection underneath areas being re-roofed. Customer agrees to hold FRR harmless from claims of tenants who were not so notified and did not provide protection.

9. Deck Repairs and Unforeseen Conditions. Any work required to replace rotten or missing wood or deteriorated decking shall be done on a labor and material or unit price basis as an extra unless specifically included in the scope of work. Unforeseen conditions that may affect the work will be reported to Owner and authorization requested prior to permanent repairs being performed.

10. Damages and Delays. FRR will not be responsible for damage done to FRR's work by others, including damage to temporary tie-ins. Any repairing of the same by FRR will be charged as an extra. FRR shall not be liable for liquidated or delay damages due to a delay in completion of the Project unless the delay was caused by FRR. FRR shall not be responsible

for loss, damage or delay caused by circumstances beyond its reasonable control, including but not limited to acts of God, accidents, snow, fire, weather, vandalism, regulation, strikes, jurisdictional disputes, failure or delay of transportation, shortage of or inability to obtain materials, equipment or labor. In the event of these occurrences, FRR's time for performance under this proposal shall be extended for a time sufficient to permit completion of the Work.

11. Roof Projections. FRR will flash roof projections that are in place prior to installation of roofing or shown on the architectural plans provided to FRR. Penetrations not shown on the plans provided to FRR prior to submittal of this proposal or required after installation of roofing shall be considered an order for extra work, and FRR shall be compensated at its customary time and material rates for additional expense resulting from additional penetrations.

12. Tolerances. All labor and materials shall be furnished in accordance with normal industry standards and industry tolerances for uniformity, color, variation, thickness, size, weight, finish and texture. Specified quantities are intended to represent an average over the entire roof area.

13. Wind Loads or Uplift Pressures. Design Professional is responsible to design the work to be in compliance with applicable codes and regulations and to specify or show the work that is to be performed. FRR is not responsible for design, including calculation or verification of wind-load design. To the extent minimum wind loads or uplift pressures are required, FRR's bid is based solely on manufacturer's printed test results. FRR itself makes no representation regarding wind uplift capacity and assumes no liability for wind uplift.

14. Fumes and Emissions. Customer acknowledges that odors and emissions from roofing products will be released as part of the roofing operations to be performed by FRR. Customer shall be responsible for interior air quality, including controlling mechanical equipment, HVAC units, intake vents, wall vents, windows, doors and other openings to prevent fumes and odors from entering the building. Customer is aware that roofing products emit fumes, vapors and odors during the application process. Some people are more sensitive to these emissions than others. Customer shall hold FRR harmless from claims from third parties relating to fumes and odors that are emitted during the normal roofing process.

15. Material Cost Escalation. Steel products, asphalt, polyisocyanurate and other roofing products are sometimes subject to unusual price volatility due to conditions that are beyond the control or anticipation of FRR. If there is a substantial increase in these or other roofing products between the date of this proposal and the time when the work is to be performed, the amount of the contract may be increased to reflect the additional cost to the roofing FRR, upon submittal of written documentation and advance notice.

16. Backcharges. No backcharges or claims for payment of services rendered or materials and equipment furnished by Customer to FRR shall be valid unless previously authorized in writing by FRR and unless written notice is given to FRR within five (5) days of the event, act or omission which is the basis of the backcharge.

17. Roof Top Safety. Owner warrants there will be no live power lines on or near the roof servicing the building where FRR will be working and that Owner will turn off any such power supplies to avoid an electrocution risk to FRR employees. Owner will indemnify FRR from personal injury and other claims and expenses if Owner fails to turn-off power so as to avoid injury to FRR personnel or resulting from the presence of concealed electrical conduit and live electrical power. FRR is not responsible for costs of repair or damages, including disruption of service, resulting from damage to undisclosed or concealed electrical or other utility lines. Owner shall shut down roof located electronic equipment that emits or receives radio frequency waves while roofing contractor is to be working on the roof so that roofing personnel will not be subject to radio frequency waves or electromagnetic radiation while working on the roof and shall indemnify and hold FRR and its personnel harmless from any personal injury claims resulting from a failure by Owner to do so. FRR is not responsible for the safety of persons on the roof other than its own employees. Owner and general contractor agree to indemnify and hold FRR harmless, including attorney's fees, from claims for personal injury by persons or entities whom owner or general contractor have allowed or authorized to be on the roof.

18. Conduit and Materials Attached to Deck. FRR's price is based upon there not being electrical conduit, cables, wires or other materials embedded within the roof assembly or attached directly to the underside or topside of the roof deck upon which FRR will be installing the new roof. FRR is not responsible for conduit, wires, cables, pipes, fireproofing or any objects attached to the underside of the roof decking which could be damaged during installation of the new roof system or repairs.

19. Availability of Site. FRR shall be provided with direct access to the work site for the passage of trucks and materials and direct access to the roof. FRR shall not be required to begin work until underlying areas are ready and acceptable to receive FRR's work and sufficient areas of roof deck are clear and available and free from snow, water or debris to allow for continuous full operation. The expense of any extra trips by FRR to and from the job as a result of the job not being ready for the Work after FRR has been notified to proceed will be charged as an extra.

20. Warranty. New roofing and re-roofing work will be warranted by FRR in accordance with its standard warranty, which is made a part of this proposal and contract and incorporated by reference. A facsimile of FRR's standard warranty is attached or, if not, will be furnished upon request. FRR SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. The acceptance of this proposal by the Customer signifies his agreement that this warranty shall be and is the exclusive remedy against FRR. A manufacturer's warranty shall be furnished to Customer if a manufacturer's warranty is called for on the face of this proposal. It is expressly agreed that in the event of alleged defects in the materials furnished pursuant to this contract, Customer shall have recourse only against the manufacturer of such

TERMS AND CONDITIONS

material.

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

22. **Mold.** FRR and Owner are committed to acting promptly so that roof leaks are not a source of potential interior mold growth. Owner will make periodic inspections for signs of water intrusion and act promptly including prompt notice to FRR if Owner believes there are roof leaks, to correct the condition. Upon receiving notice, FRR will make roof repairs. Owner is responsible for monitoring any leak areas and for indoor air quality. FRR is not responsible for mold or indoor air quality. Owner shall hold harmless and indemnify FRR from claims due to indoor air quality and resulting from a failure by Owner to maintain the building in a manner to avoid growth of mold. Customer agrees to indemnify and hold harmless FRR from claims brought by tenants and third parties arising from mold growth.

23. **Material References.** FRR is not responsible for the actual verification of technical specifications of product manufacturers; i.e., R-value or ASTM or UL compliance, but rather the materials used are represented as such by the material manufacturer.

24. **Oil-canning.** Metal roofing and especially lengthy flat-span sheet-metal panels often will exhibit waviness, commonly referred to as "oil-canning." The degree of oil-canning and the appearance of the panels will vary depending on factor such as the length and color of the panels, alloy, gauge, galvanizing process, substrate condition, and exposure to sunlight. Oil-canning pertains to aesthetics and not the performance of the panels and is not controlled by the roofing FRR. The type of metal roofing panels specified can affect the degree of oil-canning. FRR is not responsible for oil-canning or aesthetics. Oil-canning shall not be grounds to withhold payment or reject panels of the type specified.

25. **Dispute Resolution.** If a dispute shall arise between FRR and Customer with respect to any matters or questions arising out of or relating to this Agreement or the breach thereof, FRR and Customer will seek to mediate the dispute. If mediation is not successful, arbitration shall be administered by and conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association unless the parties mutually agree otherwise. This Agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any Court having jurisdiction thereof. Any legal claim against FRR alleging any breach of this contract or negligence by FRR must be initiated no later than two (2) years after FRR performed the roofing installation covered by this contract. Collection matters may be processed through litigation or arbitration at the discretion of FRR.

MRG Emergent Application

Estimated Project Schedule

- There is no design work needed for the project
- Once awarded, bidding will take place immediately and a vendor selected by July 15, 2017
- Work is expected to commence as soon as possible and be completed by September 30, 2017

Grant Draw Down Schedule

- First Reimbursement request to be made in July 2017
- Second Reimbursement request to be made in August 2017
- Final payment to be made in September 2017

Picture Descriptions-Exterior Damage

1. Water pools in areas where there are mechanical fasteners.
 - a. All seam overlaps on membrane are beginning to show cracking and deterioration.
 - b. Area around roof drains show severe deterioration
2. Deterioration around seam overlaps and mechanical fasteners and roof drains
3. Pooling water caused membrane deterioration.
4. Deterioration and pooling of water around roof drains
5. Mechanical fasteners caused pooling and membrane damage
6. Membrane damages from extensive deterioration
7. Numerous repairs near and around all roof penetrations
8. Cracking and membrane damage near and at seam overlays
9. Pooling water and membrane damage. Severe cracking on all seams and near drains
10. Close up view of damage from pooling water and membrane failure
11. Damage around seams near expansion joints
 - a. Extension joint damage to membrane due to severe pooling of water and seam failure
12. Seam separation of membrane
 - a. Membrane failure and bubbling from water leakage
13. Membrane and repair failures near roof drains
14. Membrane cracking and failure at expansion joints

Picture Descriptions-Interior Damage

1. Ceiling tiles got wet and fell to the floor exposing insulation.
2. Ceiling tiles got wet and fell to the floor exposing insulation.
3. Ceiling tiles got wet and fell to the floor exposing insulation.
4. Ceiling tiles got wet and fell to the floor exposing insulation.
5. Wet Carpet from leaking roof.
6. Water in lighting fixture from rain/snow melt.

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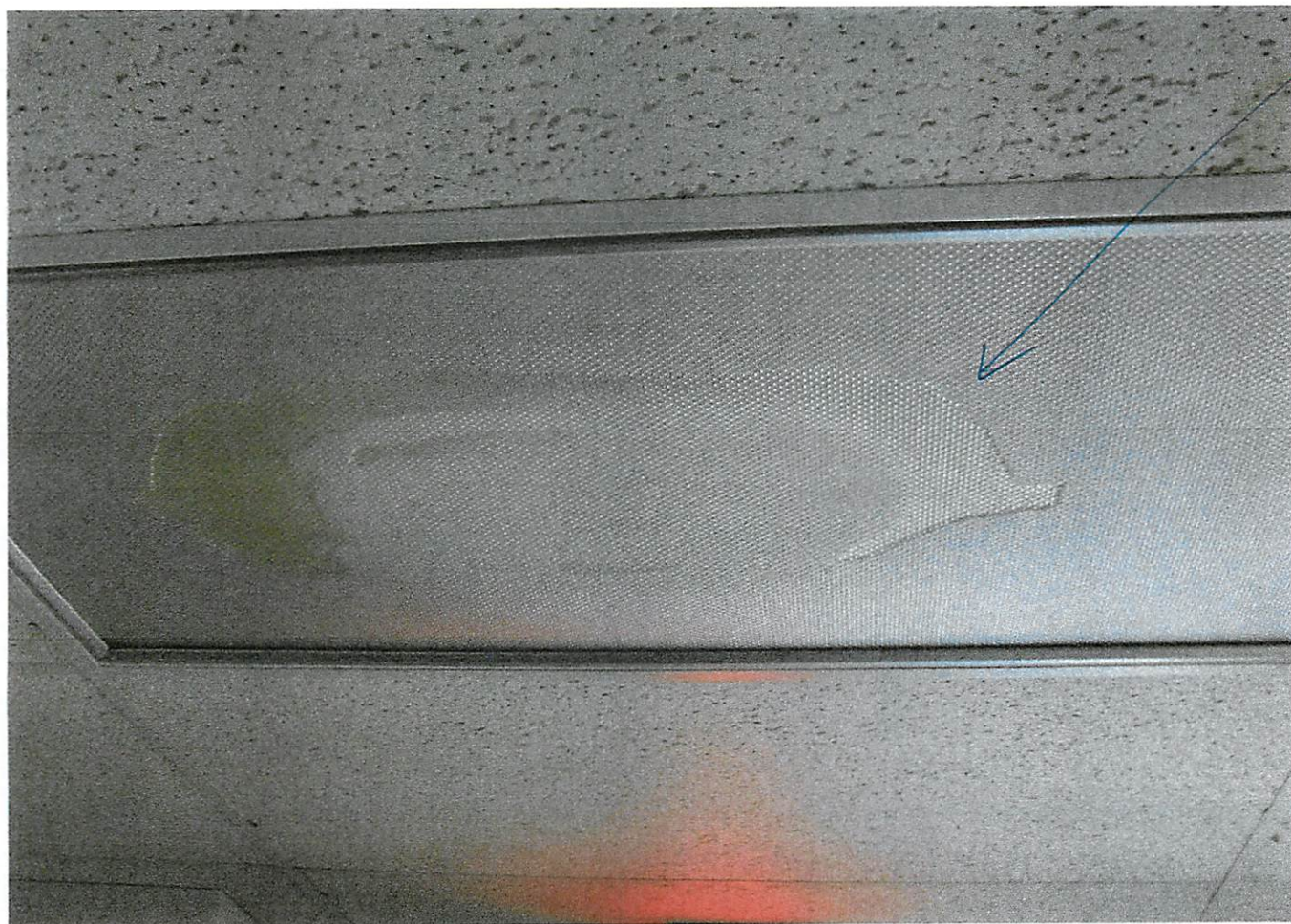


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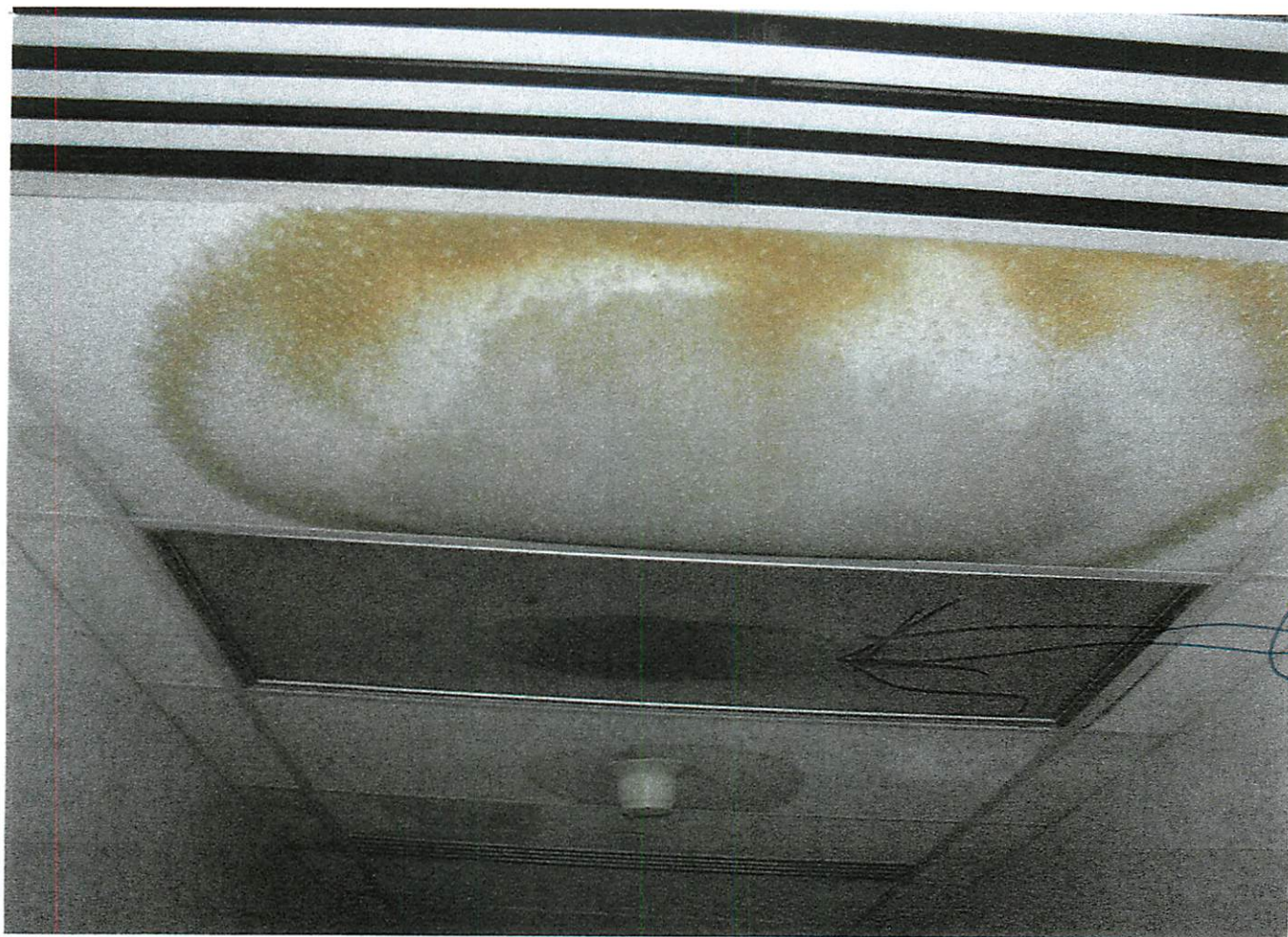


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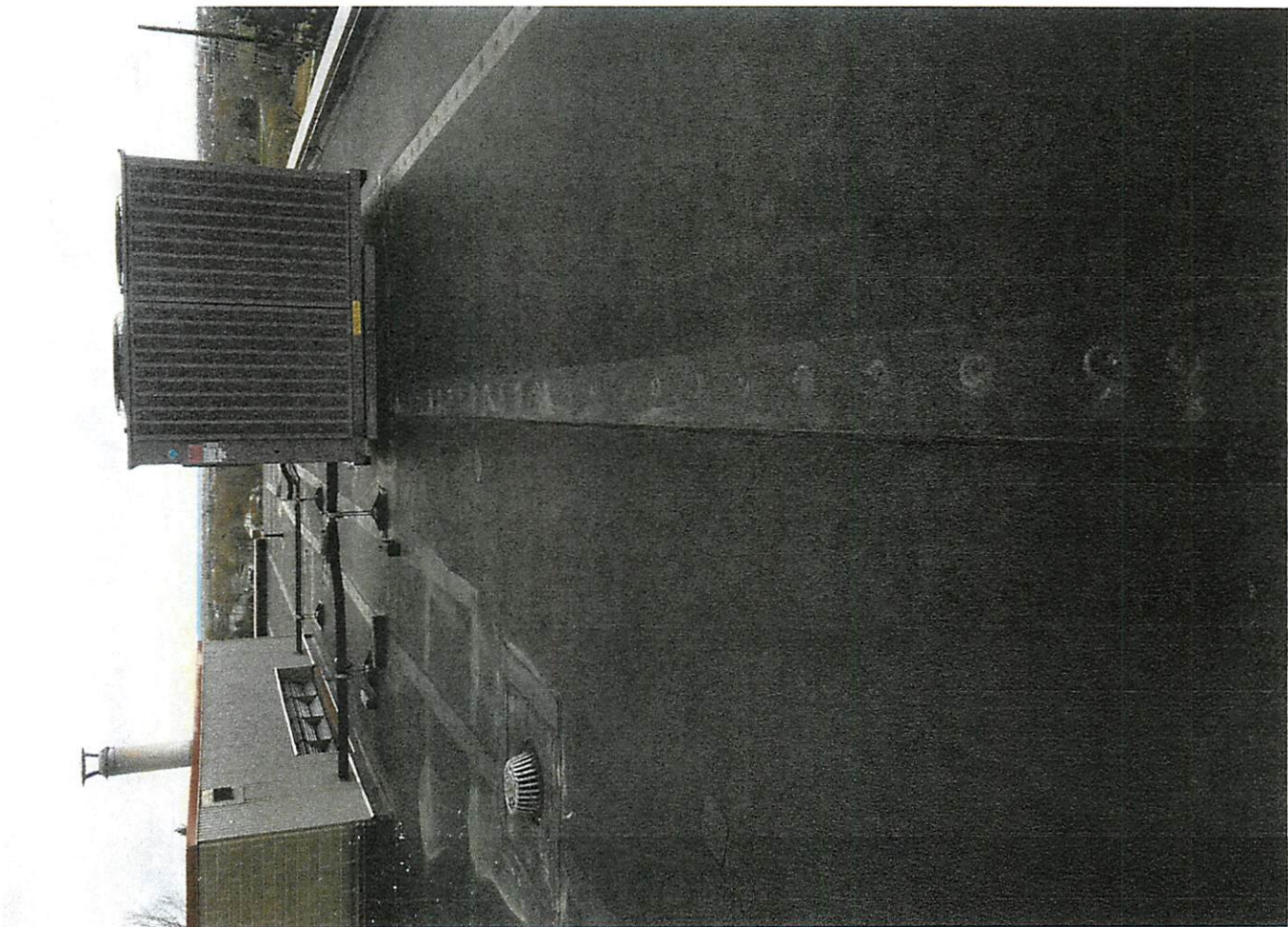




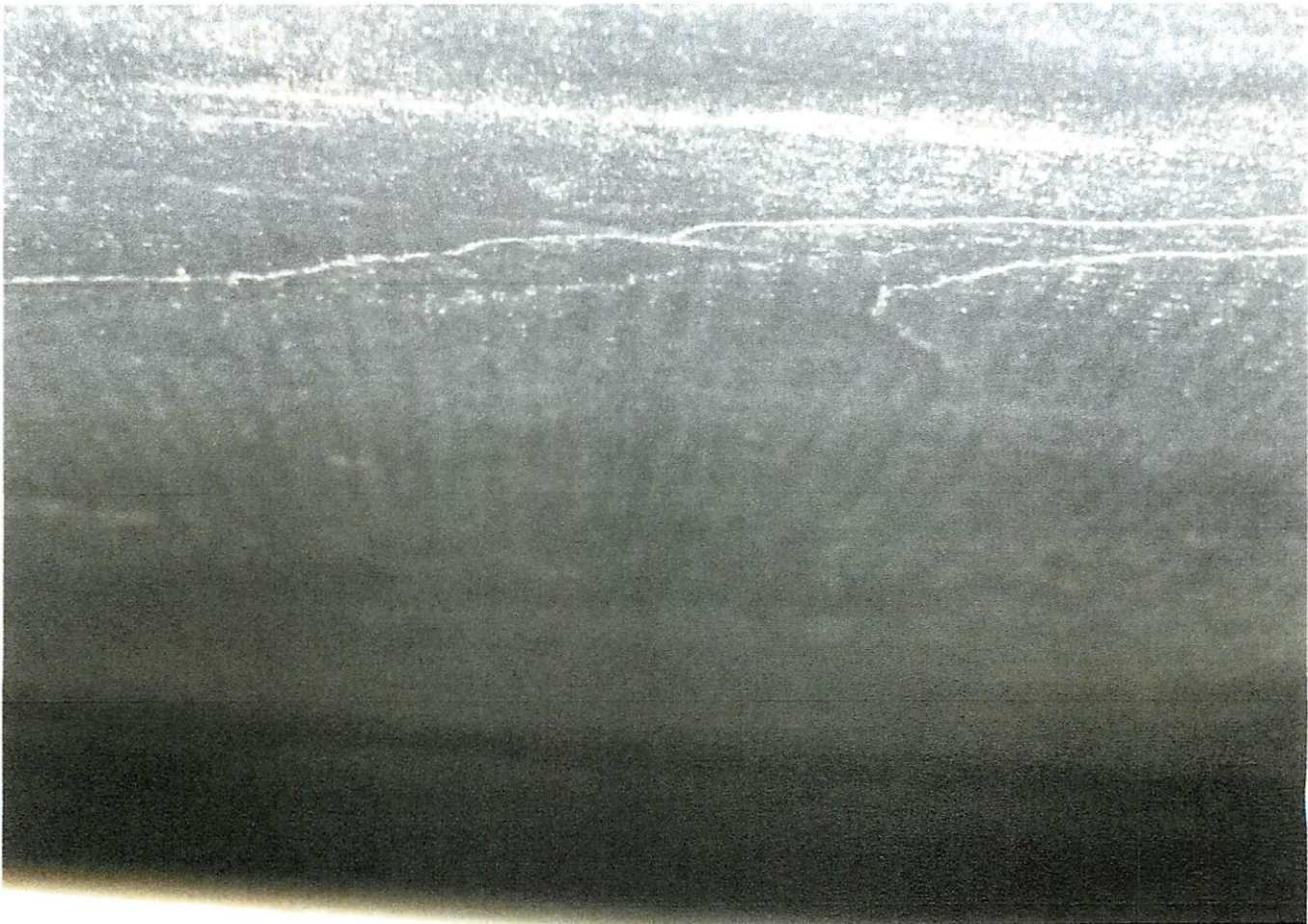
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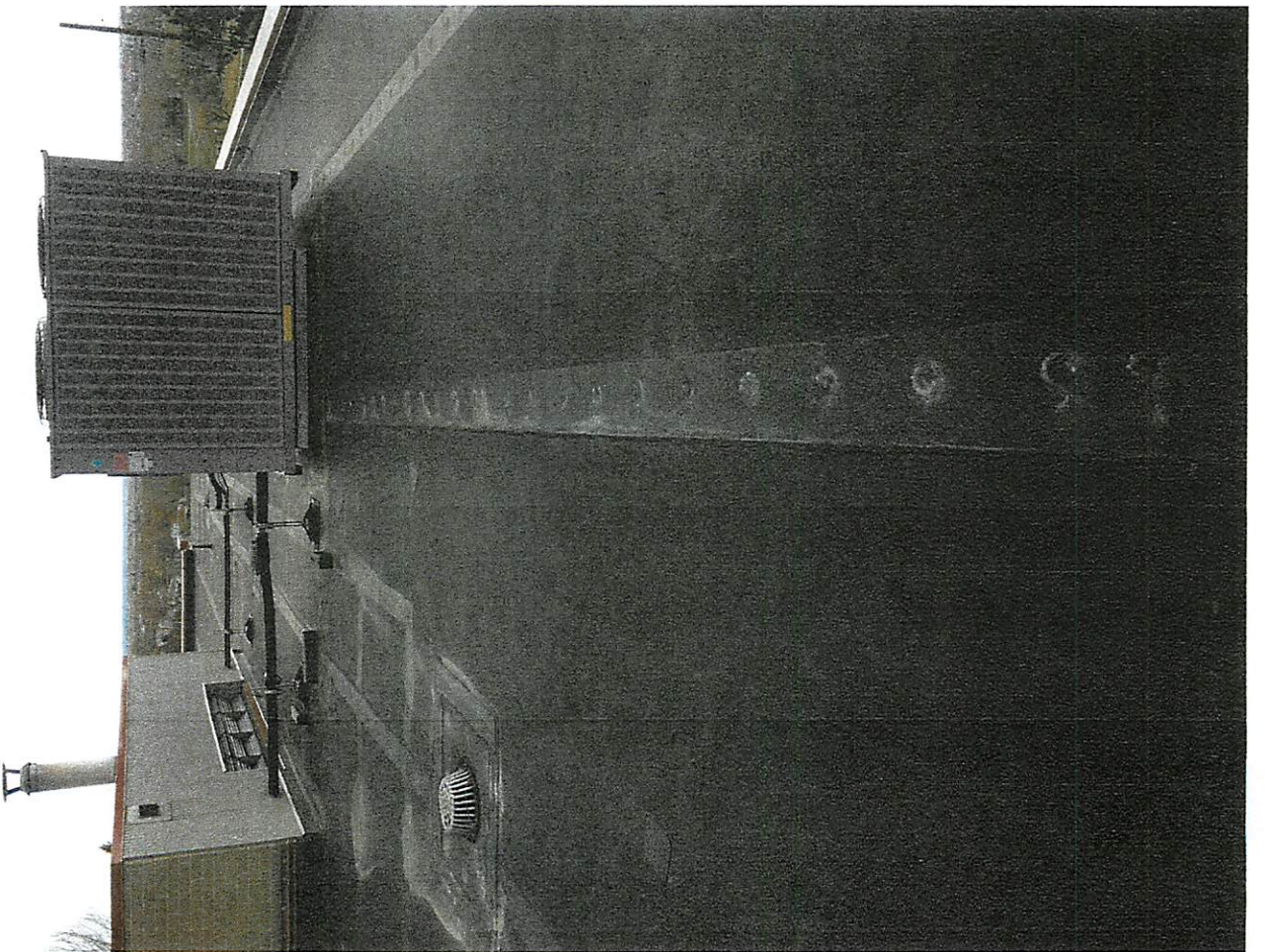
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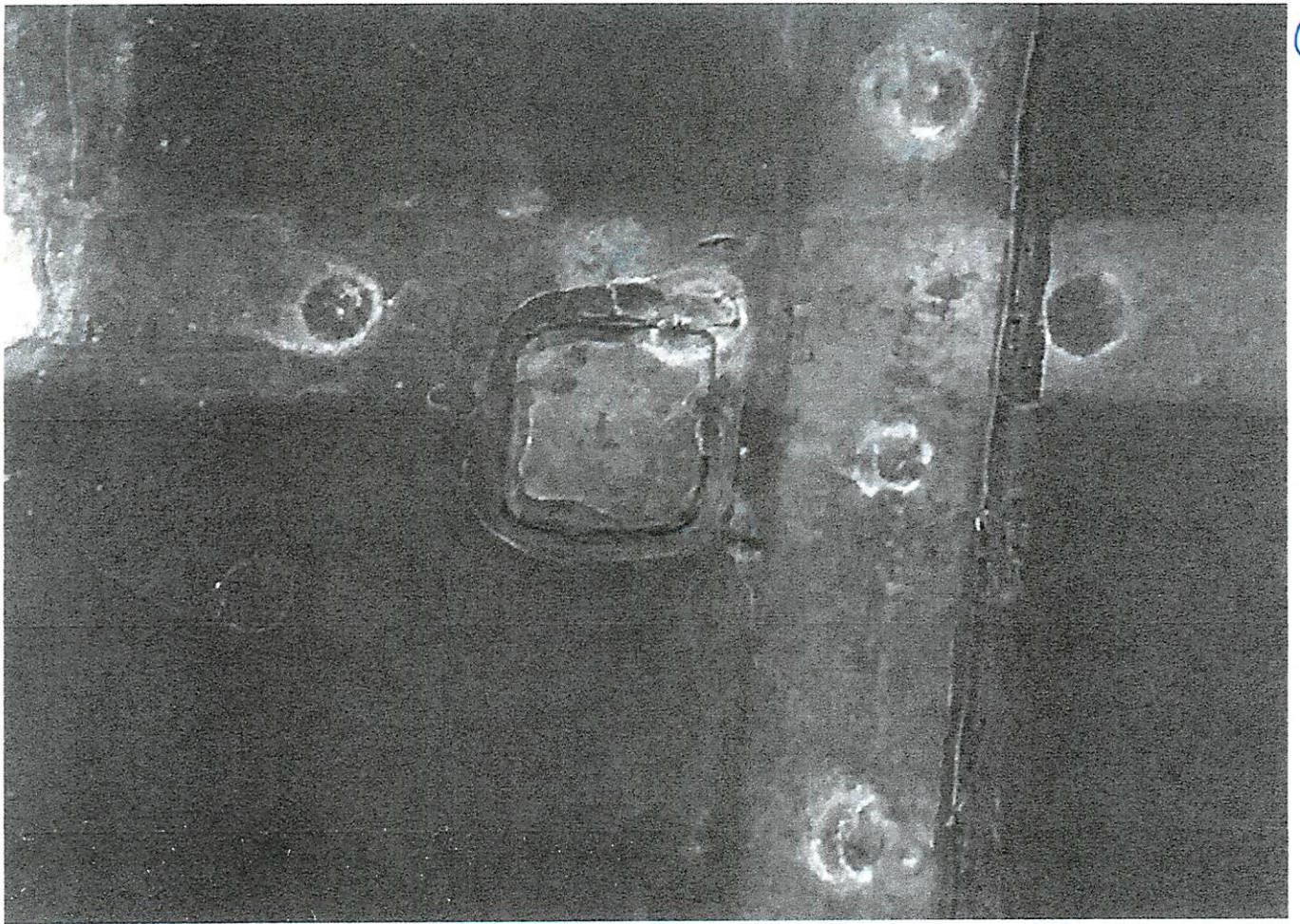


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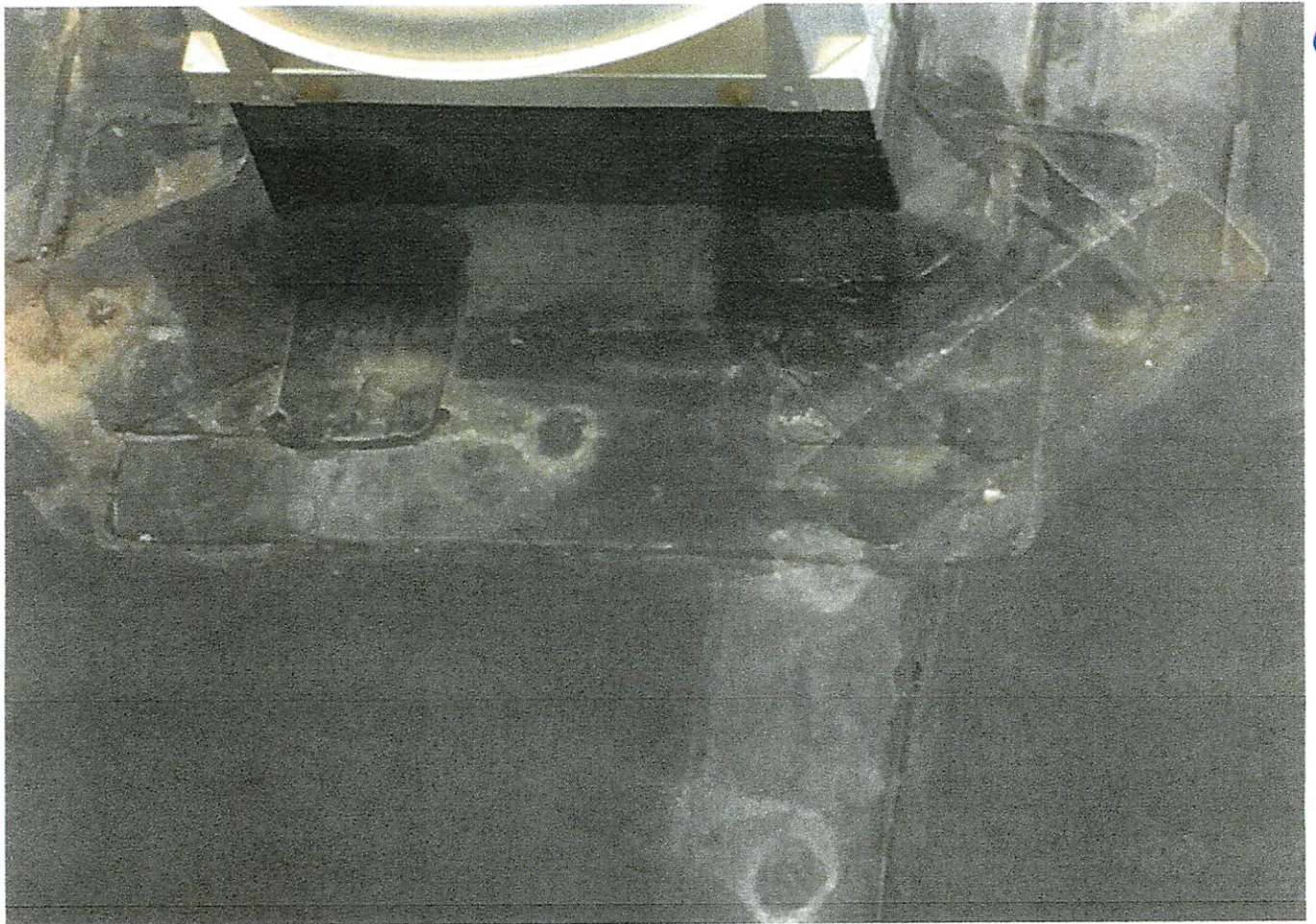


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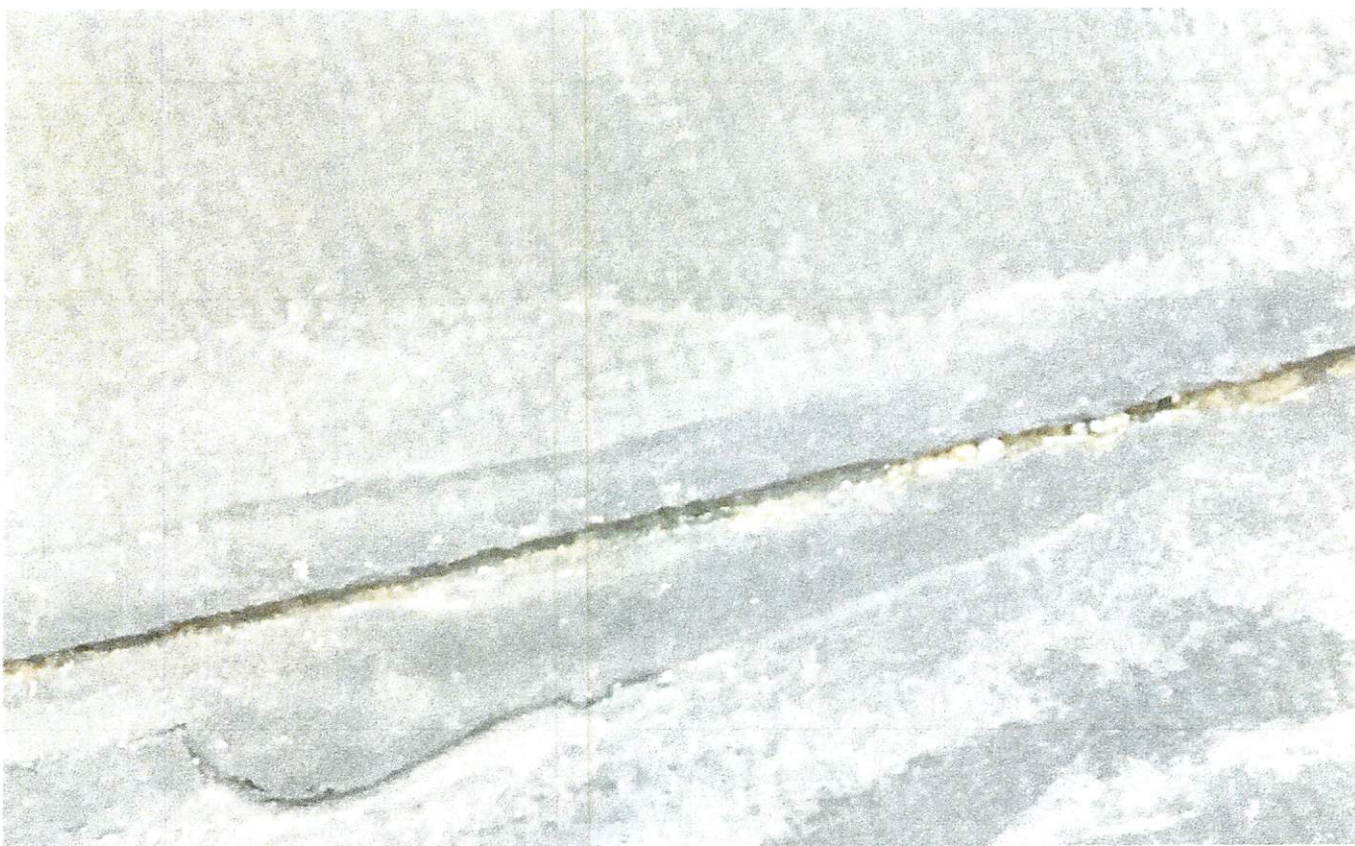
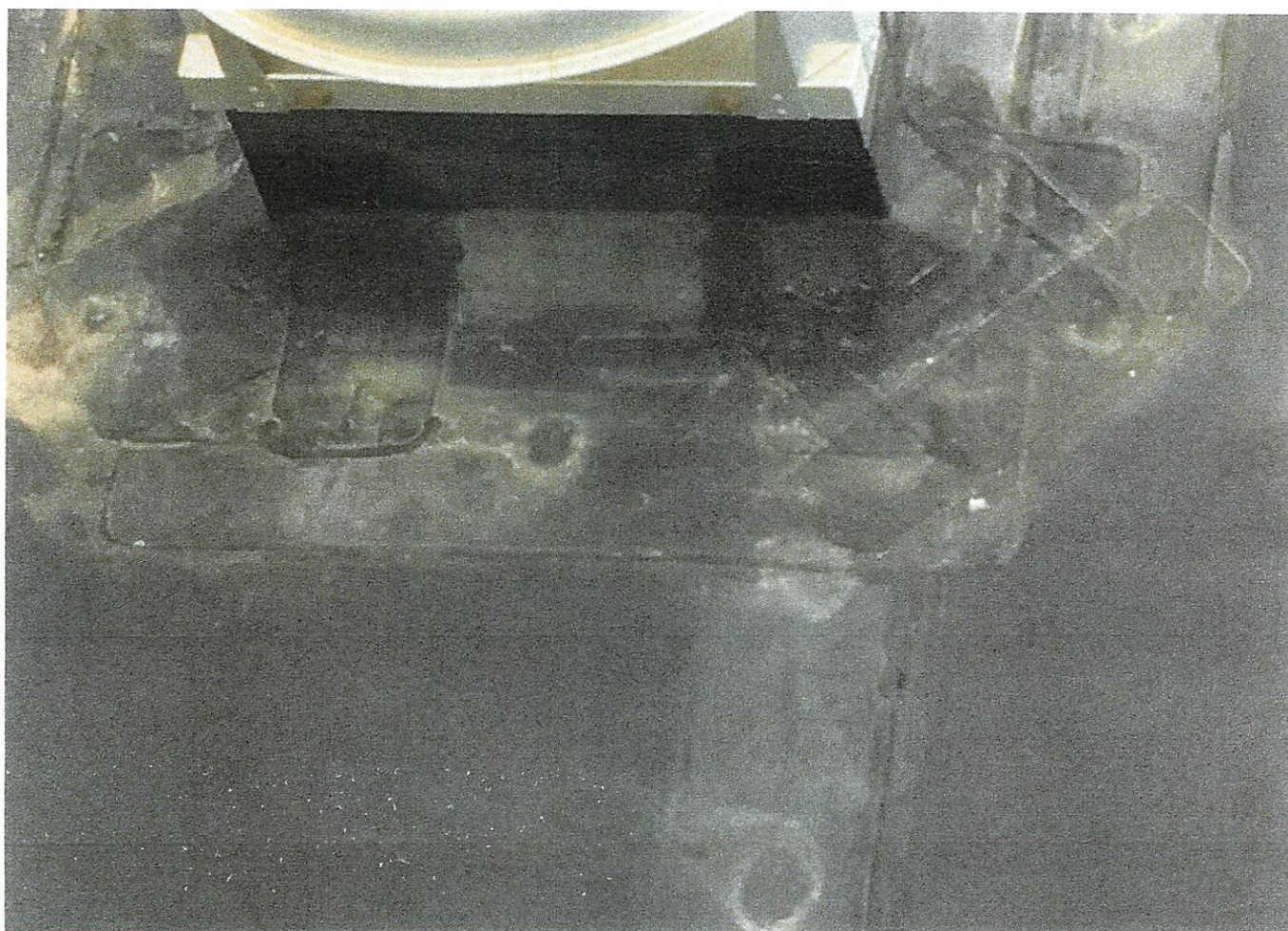


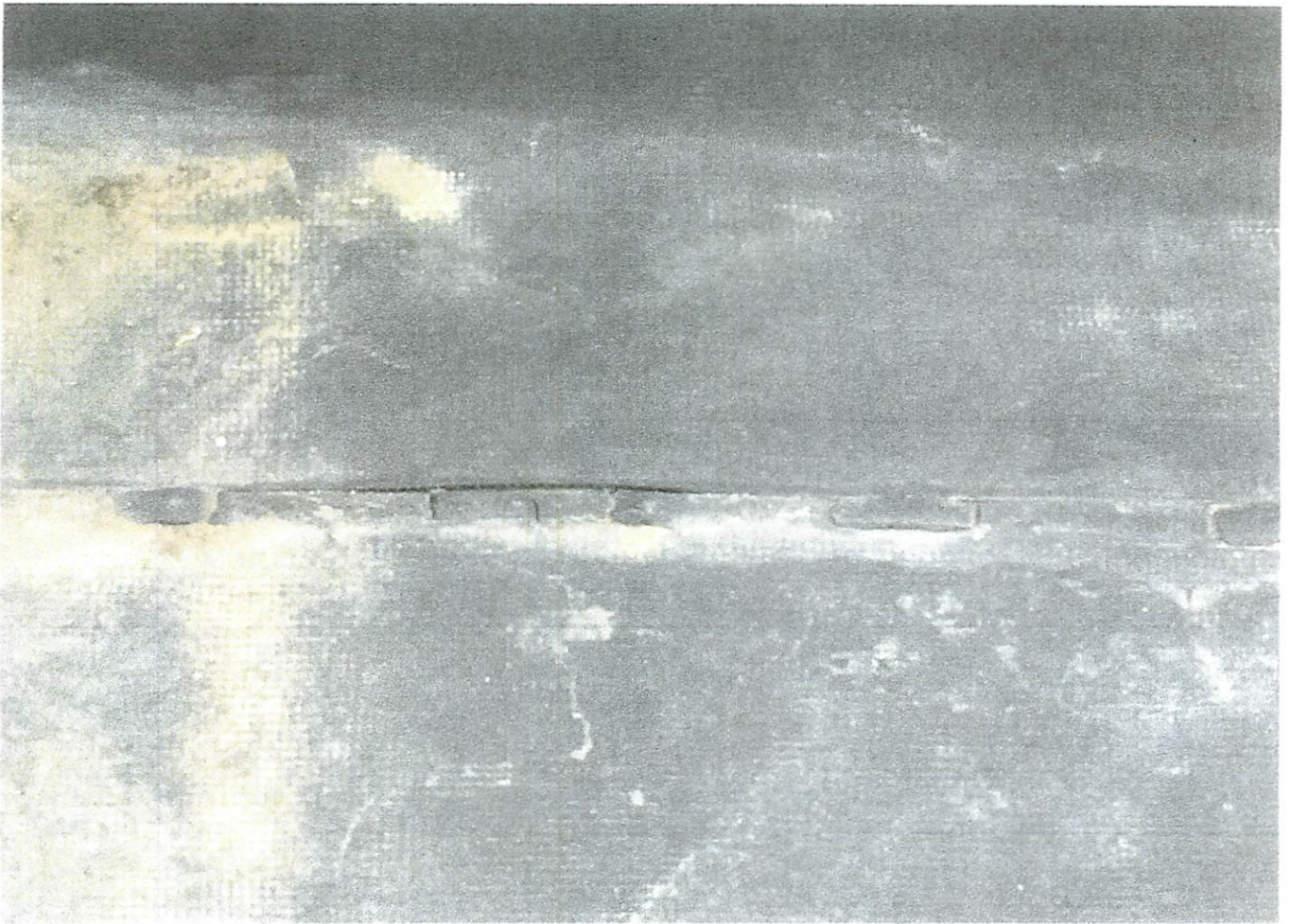


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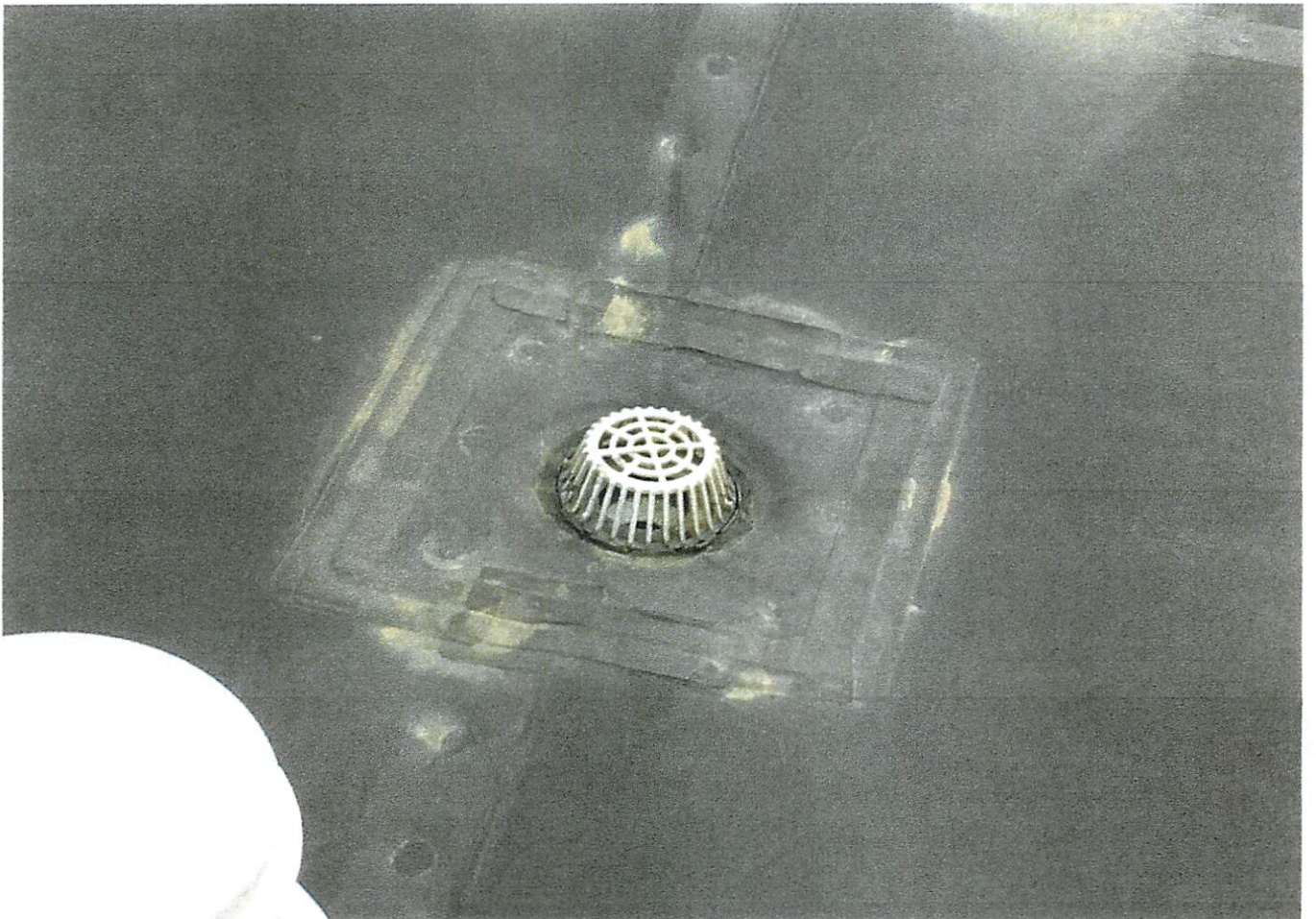


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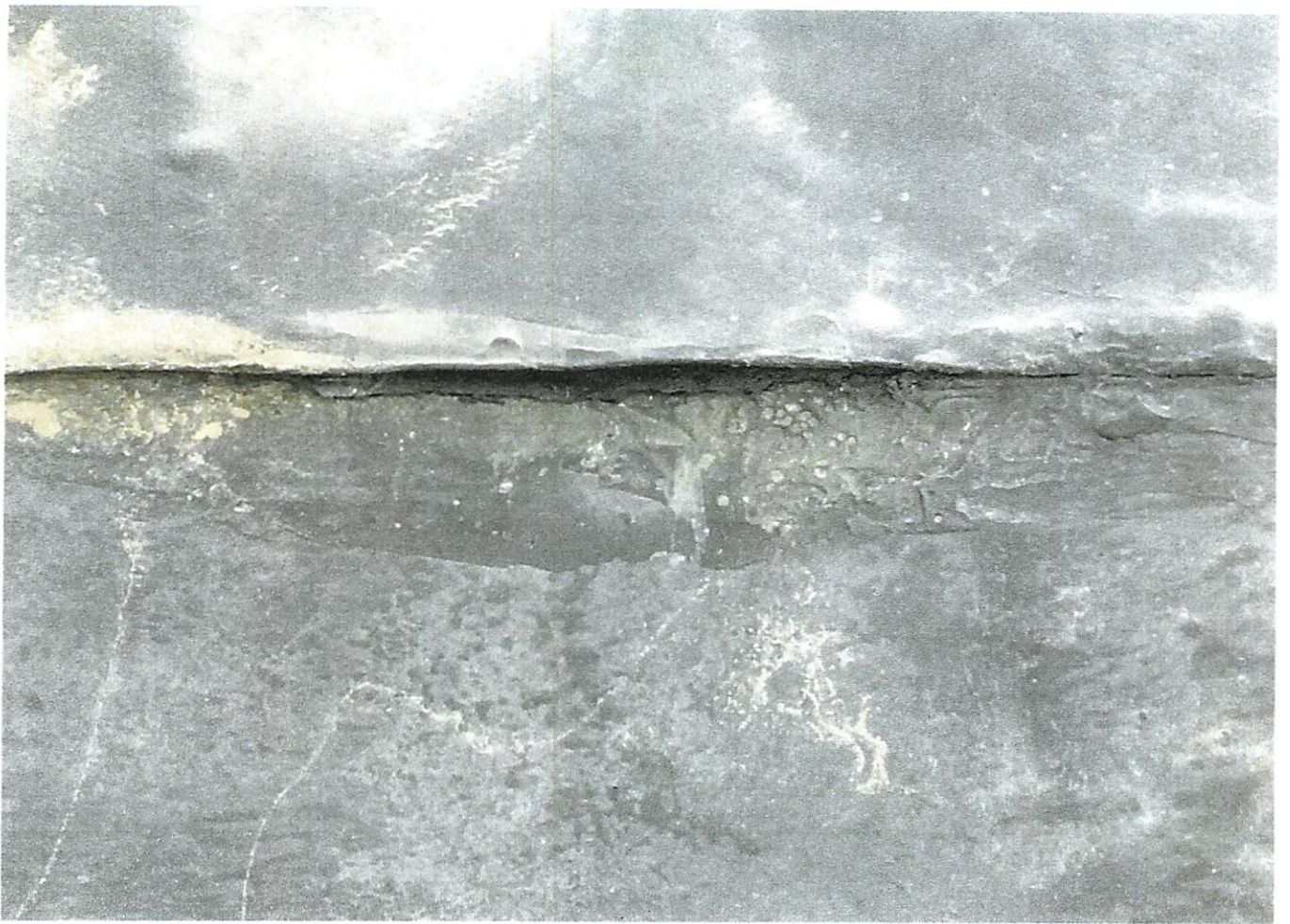




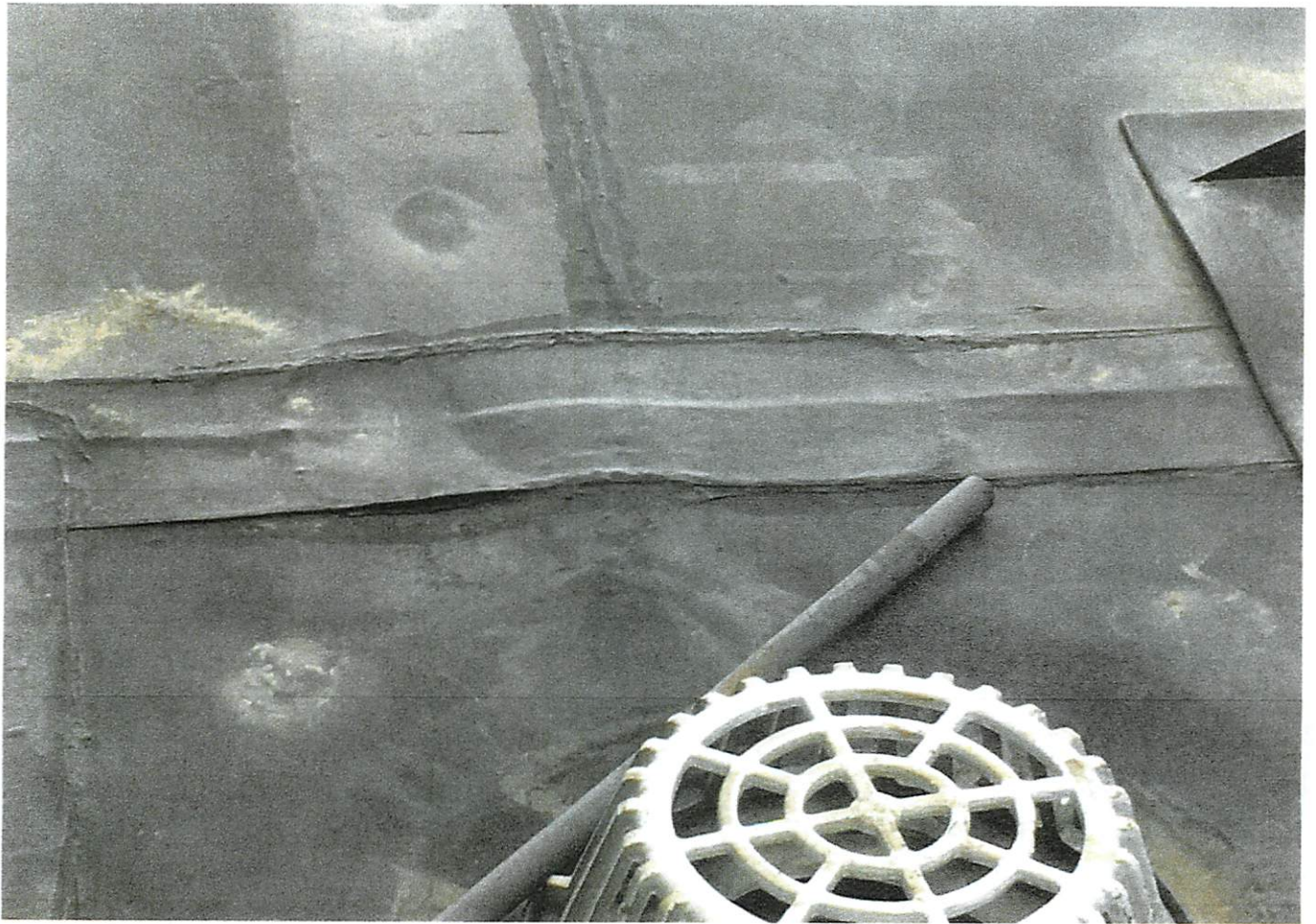
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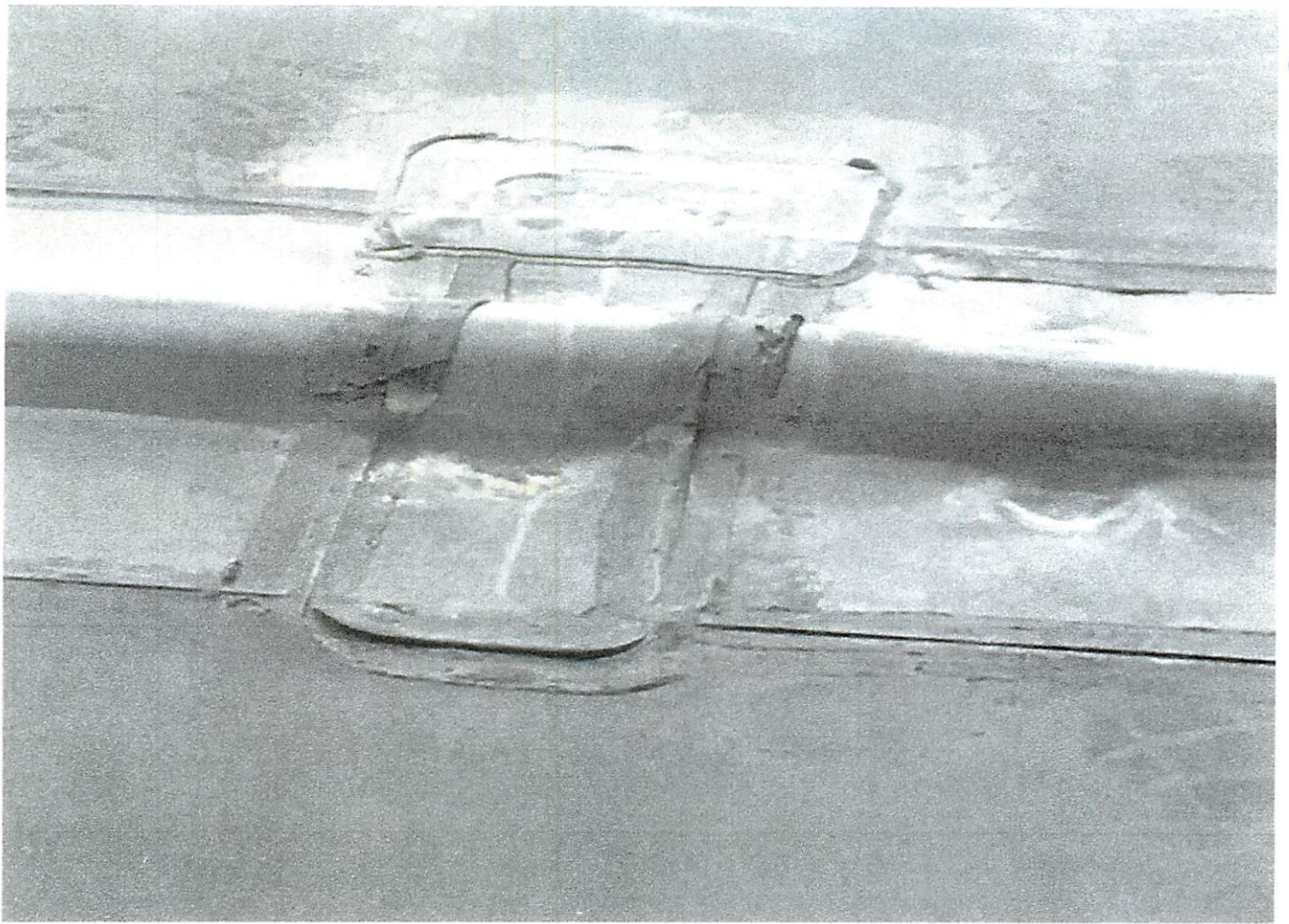
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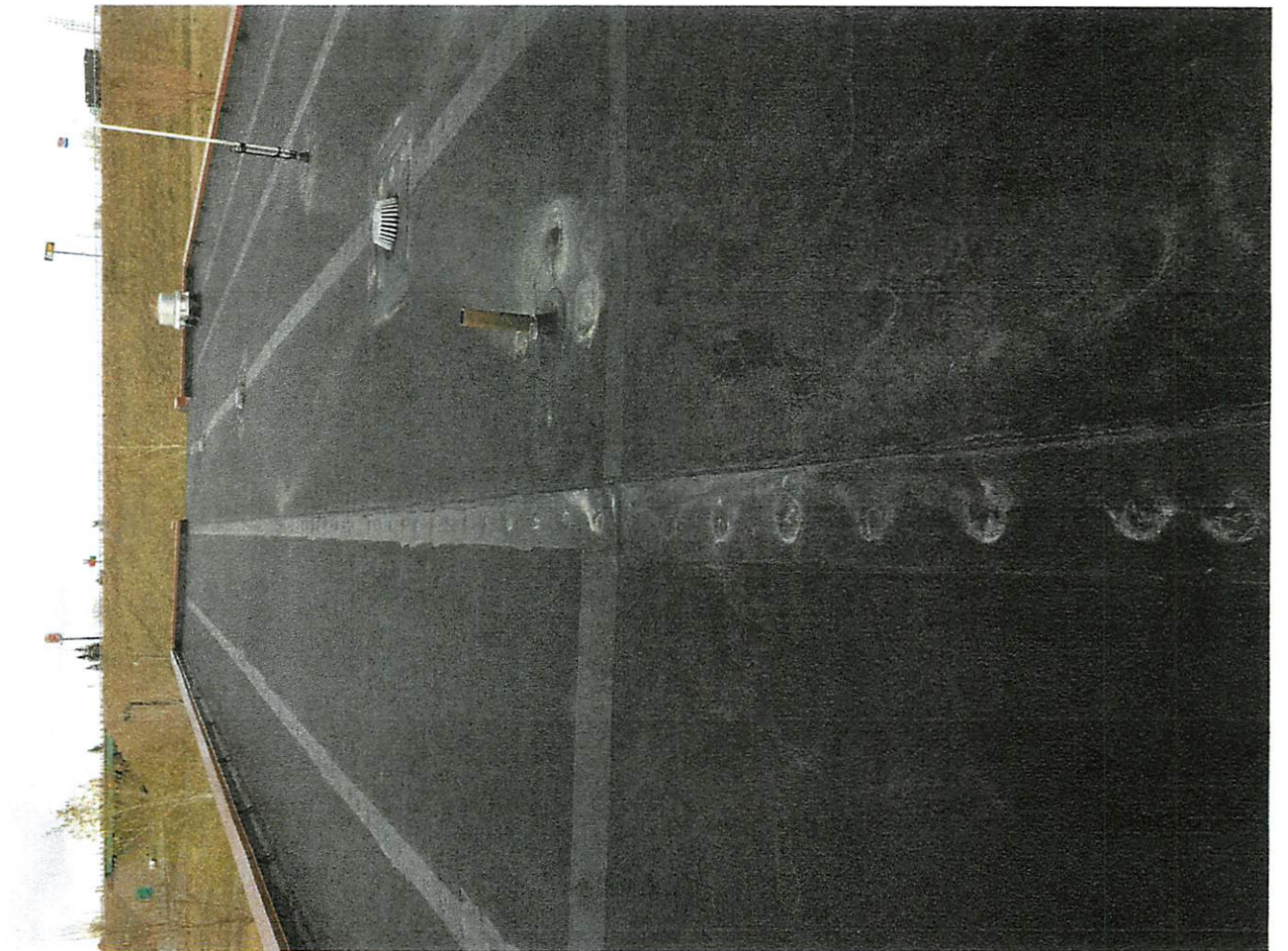
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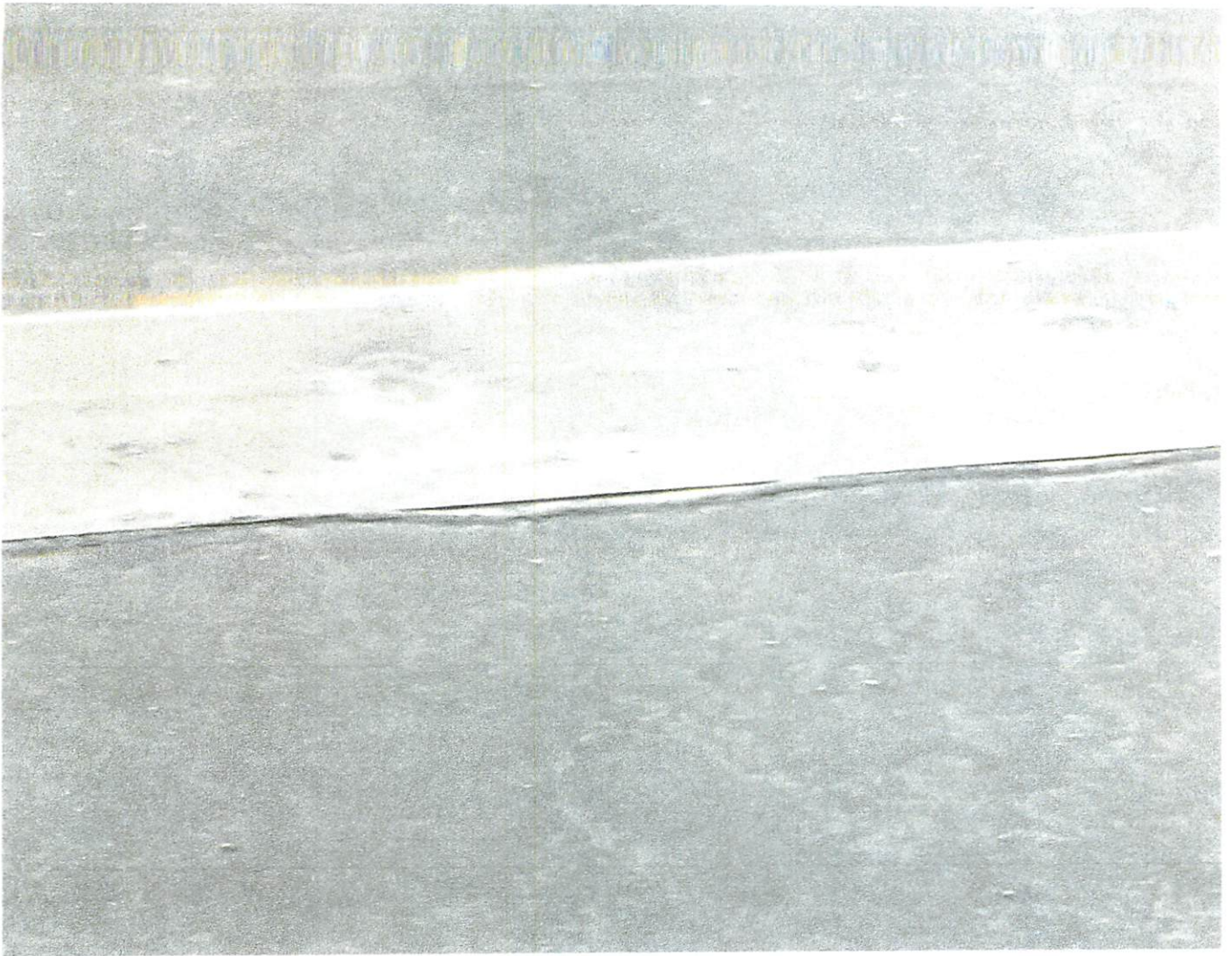




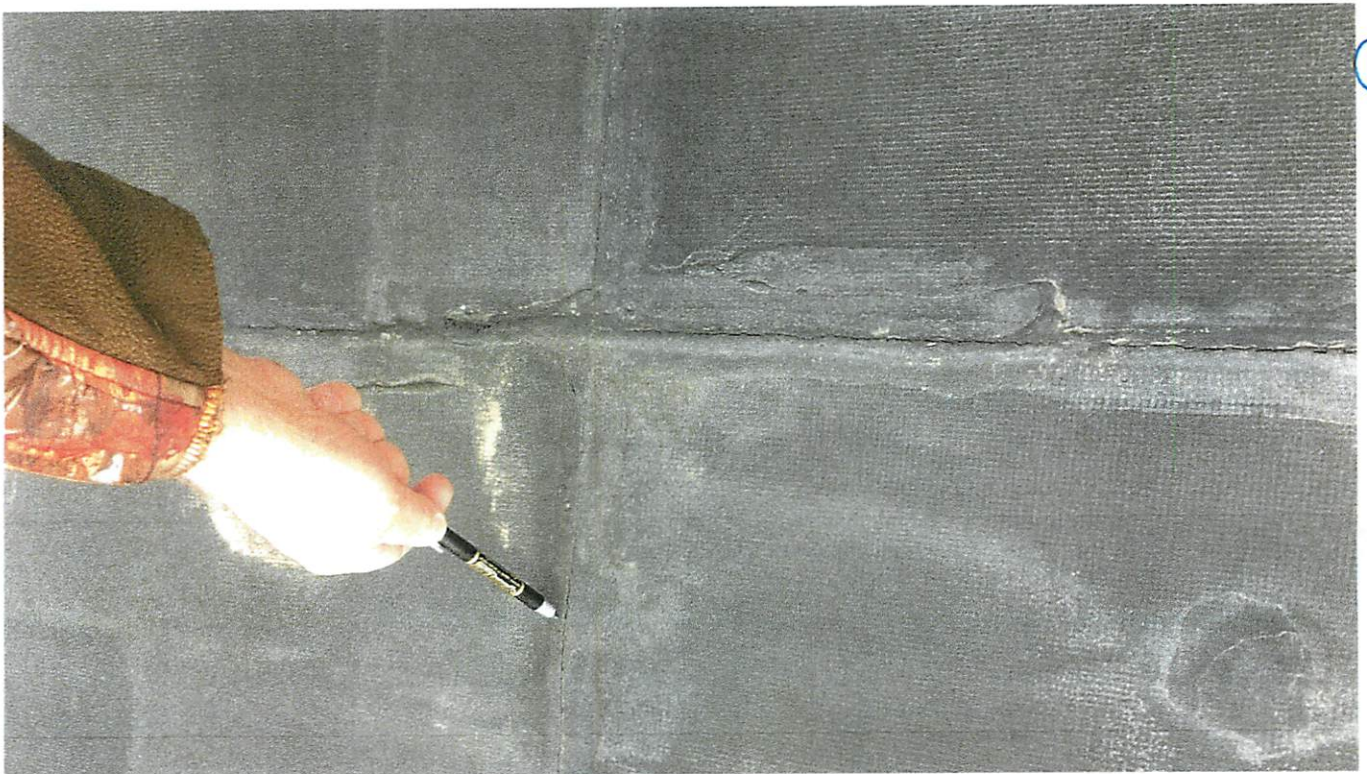
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