



Deck Remediation Agreement

Customer/ Owner: Norbert Kennerknecht, Ph.D.
Warren County School Dist
185 Hospital Drive
North Warren, PA 16365
PH: 814-723-6900 FAX: 814-723-7548

Project: Youngsville Jr. Sr. High School

Beazer: 80775

Deck Restoration Incorporated (DRI) will perform metal deck repairs under the same conditions of the Sebago Class Action Settlement. Included in this service are the following:

1. DRI will register the project and obtain the specified Coatings as set forth in the settlement documents.
2. DRI will initiate a Pre-Construction Meeting with the Customer's Roofing Contractor and owner prior to project commencement. DRI is available, upon request, to conduct Production Conferences with building occupants to properly prepare them for all aspects of deck remediation.
3. DRI will perform metal deck remediation as follows:
 - **Surface rusted metal decking** will be prepared utilizing steel bristled brushes that meet the profile of the existing metal decking. Debris created by this work will be vacuumed, bagged, and disposed of in the project dumpster (provided by others). DRI will provide and install Epoxy Coatings to prepared surfaces per manufacturer's specifications.
 - **Pitted metal decking** will be prepared and coated as described above and receive an additional layer of metal decking. Decking will be fastened utilizing Tek-style fasteners.
 - **Rusted through metal decking** will be removed and replaced with decking that conforms to existing profile.
4. DRI will photo document all deck remediation along with quantities, on a daily basis, prepare all documentation required in order to be compensated for the work including progress and final billings.

Project workday allowance: 325 total squares/ workdays to be determined

DRI scope of work limited to items described above and subject to the enclosed **Important Trade Coordination Notes.**

Pricing:	Coat metal decking	\$ S/A sq/ft (settlement amounts)
	Overlay metal decking	\$ S/A sq/ft
	Remove & Replace decking	\$ S/A sq/ft
	Interior Protection	\$ S/A sq/ft

DECK RESTORATION INCORPORATED
171 Erick Street Unit D2 Crystal Lake, IL. 60014
Phone # 877-349-1335 Fax# 815-479-8246
www.deck-restore.com



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Compensation: DRI will prepare all Deck remediation payment requests for the project and forward them to The Claim Office. Payments for DRI work will be paid directly to DRI by The Claim Office and shall not be forwarded to Customer. DRI agrees to take all necessary measure to ensure that DRI is paid directly by The Claim Office. DRI further agrees that under no circumstances shall Customer be responsible for attorney's fees associated with the project.

Payment Terms: Payments for DRI services are payable within **5** days of owners or authorized representatives receipt of deck remediation compensation from Claim Office.

Class Action Compliance Guarantee: If The Claims Office refuses payment, for any reason, the work is performed at **no cost to the owner.**

Important Trade Coordination Notes:

1. DRI intends to load and unload equipment and materials onto the roof in conjunction with Customer's Roofing Contractor (Roofer).
2. Roofer is responsible to remove all roofing and insulation debris from metal decking. Surface should be swept clean.
3. Interior protection and debris clean-up caused by roof and insulation removal are the responsibility of the Roofer. DRI interior protection and clean up are limited to areas in which they remove and replace metal decking. Unless noted.
4. Workdays include all weekdays in which the 6:00am forecast calls for:
 5. 20 degrees or higher temperatures
 6. A 30% or less chance of precipitation
 7. 20 MPH or less winds
8. DRI is responsible for overspray caused by its work. Therefore, DRI foreman makes the ultimate call on applying coatings on days which present significant overspray risks. Additionally DRI may require vehicles be removed from any area he deems an unacceptable risk.
9. All permits are the responsibility of the Roofer.
10. In instances in which metal decking can not be nestled into existing deck profile DRI reserves the right to install 18 gauge flatstock over coated existing decking.
11. Interior painting of metal decking and installing fireproofing is not included in DRI scope of work.
12. Any decking removed by DRI must be stored onsite until released from The Claim Office. Roofer will be required to dispose of Decking for a mutually agreed upon fee payable by DRI.

Bond: The following bonds are required under the terms of this Contract:

- A. A performance bond in the amount of 100% of the contract price
- B. A payment bond in the amount of 100% of the contract price
- C. A maintenance bond in the amount of 10% of the contract price

Insurance: DRI agrees to carry and maintain for the benefit of Customer liability insurance covering the operations of DRI upon the Premises. The amount of said insurance shall be, for personal injury and property damage, a minimum of One Million Dollars (\$1,000,000.00) per occurrence. Failure to maintain the insurance coverage or failure to comply fully with the insurance provisions shall in no way act to relieve DRI from the obligations of this Agreement, any provisions hereof to the contrary notwithstanding. All insurance policies required of DRI under the terms of this Agreement shall contain provisions that underwriters will have no rights of recovery or subrogation against Customer, its agents, directors,

officers, employees, or Board Members, it being the intention of the Parties that the insurance so effected shall protect all such Parties and that said insurance shall be primarily liable for any and all losses covered by the described insurance.

Hold Harmless: DRI shall defend, protect, indemnify and save Customer, its agents, directors, offices and employees harmless from any and all claims, demands, and causes of action of every kind and character, including attorneys fees, arising in favor any person, on account of, growing out of, instant to or resulting directly or indirectly from the work and services to be performed by DRI hereunder (including any condition of the premises or from separate operations being conducted thereon by Customer) whether such loss, damage, injury or liability arises from or is contributed to by the negligence in any form of Customer or for any other cause whatsoever.

Liquidated Damages: DRI shall pay to the Customer, as liquidated damages and not as a penalty, the amount of \$750 for each and every calendar day beyond the specified number of calendar days of completion. The parties agree that the amount stated as liquidated damages is reasonable under the circumstances existing at the time that this agreement was executed and that the damages accurately reflect the daily financial damages that the District will incur in the event of a delay in the completion of the project. DRI also agrees that, in accordance with the preceding paragraph, DRI shall defend, protect, indemnify and save Customer, its agents, directors, offices and employees harmless from any and all claims, demands, and causes of action of every kind and character, including attorneys fees, arising in favor any person, on account of, growing out of, instant to or resulting directly or indirectly from any delay in services to be performed by DRI under the terms of this Agreement.

Compliance with Laws: In the conduct of its operations hereunder, DRI agrees to comply with all local, state and federal laws and regulations applicable at any time.

Independent Contractor: The Parties agree that they conduct completely separate businesses or affairs, are separate entities, are not partners or joint ventures in any sense whatsoever, and that DRI's agents and/or members are independent contractors, and not employees of Customer.

Complete Agreement: There are no understandings between the Parties regarding this Agreement other than those set forth in this Agreement, and there have been no promises, inducements, or commitments made in conjunction with this Agreement which are not explicitly set forth herein. This Agreement may be amended, modified, or waived only by written agreement signed by all of the parties.

Severability: If any paragraph or term of this Agreement is deemed to be unlawful, invalid, or unenforceable, the remainder of this Agreement shall remain in full force and effect and shall remain binding on the parties hereto.

4/21/08

Norbert Kennerknecht, Ph.D.

date

DRI

date

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