



STATE OF NORTH CAROLINA

MECKLENBURG COUNTY

AGREEMENT – HFFA – RE-Cover .060 MIL Fleece-Back TPO Project:

THIS AGREEMENT made and entered into on the 9th day of May, 2016 between Advance Tech Construction, LLC dba: GHC Professional Roofing, NC GC License # **75788**, authorized to do and doing business in the state of North Carolina, herein referred to as “GHC” & the Town of Huntersville on behalf of the Huntersville Family Fitness & Aquatics, herein referred to as “HFFA”.

WITNESSETH:

THAT WHEREAS, HFFA requested GHC to provide at location: 11725 Verhoff, Huntersville, NC 28078 - RE-cover single-ply membrane roofing. GHC is to provide materials & installation of Versico Brand .060 MIL Fleece-back TPO White single-ply membrane roofing over top of the roof surface in place. Scope of work is to be performed according to drawings, line items, and plans of the agreed proposal, attached as Exhibit “A”. There should be minimal debris for this RE-cover single-ply roofing project - and GHC has agreed to do so;

NOW THEREFORE, for and in consideration of the acts and things herein agreed to be done, and other valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree to as follows:

1. The contract price for the roof installation shall be One Hundred Nine Thousand, Three Hundred, Eighty Dollars, & Zero Cents (\$109,380.00). This contract price shall include all work performed pursuant to this agreement, and set forth in the estimate provided which is attached hereto as Exhibit “A”.
2. HFFA shall pay to GHC as follows:
 - a. Just over Forty percent (40%) of the contract price upon execution (constituted by the signatures of both GHC & HFFA on this document) of this agreement – Forty-Four Thousand Dollars, & Zero Cents (\$44,000.00)
 - b. Upon delivery & placement of roofing materials onto workspace, due is about Twenty-five percent (25%) – Twenty-seven Thousand, Five Hundred Dollars, & Zero Cents (\$27,500.00)
 - c. Upon completion of Fleece-back 60 Mil White TPO Single-Ply Membrane lay-over installation, due is about Thirty percent (30%) – Thirty-three Thousand Dollars, & Zero Cents (\$33,000.00)
 - d. Upon 20 Year Warranty Inspection by Versico with passing grade, due is the remainder of the balance – Forty-Eight Hundred, Eighty Dollars, & Zero Cents (\$4,880.00)
3. HFFA shall pay the sums due GHC in a timely manner as set forth above.
4. GHC shall commence in accordance with schedule set forth by the needs of HFFA here.
5. GHC is under no obligation to make changes, additions, or alterations in the work provided in the contract documents. Upon reasonable request of HFFA, GHC may make changes, additions, or

alterations, but GHC shall not be required to do so until the parties have executed a written change order, which will become part of this Contract, and HFFA has paid GHC for changes in the work as billed. HFFA agrees to make requests concerning changes, additions, or alterations in the work to Jeff Church, Director of GHC, and not to agents or employees of GHC on the job. All change orders shall be paid by HFFA to GHC prior to the completion of each change order.

6. HFFA acknowledges that in the course of the roofing project, certain changes, deviations, or omissions may be necessary due to the requirements of governmental authorities having jurisdiction of the property or particular conditions of the job. HFFA hereby authorizes GHC to undertake without the need for specific authorization, any changes, deviations, or omissions required by governmental authorities, or particular conditions of the job.
7. If HFFA fails to comply with the provisions of this Contract, GHC may terminate this agreement. At the option of GHC, GHC may proceed against HFFA for specific performance or any other available legal or equitable remedies. If HFFA terminates this Contract or the Contract is otherwise terminated, or work stops by order of HFFA, or the Homeowner, any Court or other public authority, for any reason other than through the fault of GHC, HFFA shall pay GHC for any unpaid costs of the work performed to the date of termination, together with GHC's profit for the work completed at that time, proven by GHC, but in no event to exceed 30% of the entire Contract amount.
8. GHC shall provide clean-up during and at the conclusion of each work day – maintain safe working conditions.
9. GHC shall insure to each and every workman employed in, about, or upon the construction premises the compensation provided for, in, and by each and every statute applicable thereto (including, but not limited to, Worker's Compensation, and employer's liability insurance). GHC shall further obtain and maintain during the term of this Contract, general liability in an amount of no less than two million dollars and Builder's Risk Insurance in an amount of no less than two million dollars, properly safeguarding GHC and HFFA against liability for injuries to persons, including injuries resulting in death, and damage to or destruction of property. The policies referred to herein shall insure GHC and HFFA (as an additional insured) against liability for injuries, death, or damage, without regard to whether such injury, death, or damage is due to the negligent act or omission of GHC, HFFA, or any Subcontractor. GHC shall be solely obligated to its Subcontractors for all work performed by them pursuant to this Contract. If the same shall file a lien against the property in question, then it shall be GHC's responsibility to obtain a release from said lien (public property – may not be applicable at all). GHC shall indemnify (including attorney's fees and costs) and hold HFFA harmless from any lien by a subcontractor or material men. GHC agrees to take such steps as necessary to insure that the Subcontractors are not under the influence of drugs and/or alcohol on the jobsite, and that they refrain from abusive language while at work.
10. GHC shall provide proof of insurance coverage required.
11. GHC has *not* agreed to pull a permit for this project. Because there shall be no changes made to the shape or structure of the building, and no county inspectors with special roofing knowledge available for inspection, permitting has not been considered for this project. Permitting fees shall apply if permitting is required.
12. The Warranty provided by GHC to HFFA are for any damages caused during roof construction by GHC, any agent of GHC or any Subcontractor to any personal property of HFFA. The Warranty shall date from the time of the commencement of the roofing project. GHC provides no warranties related to manufacture or consumer products. Workmanship Warranty – Exhibit B, entitled "10 Year Workmanship Warranty" provided as attachment to this Contract. The above Warranty contains all of the representations, warranties, and promises of GHC. Neither agents,

nor representative of GHC is authorized to make any representation, nor promise on behalf of GHC other than those contained in said Warranty.

13. Each provision of the Contract is separable from every other provision of the Contract is separable from every other provision of the Contract, and if any provision is determined to be unenforceable or is revised, it will have no effect on the enforceability or validity of any other provision.
14. This Contract shall incorporate all terms agreed to in the Detailed Estimate provided (Exhibit A), once signed by HFFA.
15. This Agreement shall be deemed executed in the State of North Carolina regardless of the actual place of signature or the actual place of performance. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina. Any action brought under this Agreement must be commenced in the General Courts of Justice of Mecklenburg County, North Carolina. GHC and HFFA irrevocably and unconditionally submit to the exclusive jurisdiction of such courts and agree to take any and all future action necessary to submit to the jurisdiction of such courts. GHC and HFFA irrevocably waive any objection that they now have or hereafter irrevocably waive any objection that they now have or hereafter may have to the laying of venue of any suit, action or proceeding brought in any such court and further irrevocably waive any claim that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.
16. In the event that there is any controversy or claim arising out of or relating to this Agreement, or to the interpretation, breach, or enforcement thereof, and any action or proceeding is commenced to enforce the provisions of this Agreement, the prevailing party shall be entitled to a reasonable attorney's fee, costs, and expenses.
17. This Agreement constitutes the entire agreement between GHC and HFFA and shall not be amended, altered, nor changed except by a written agreement signed by the parties hereto. Any terms and conditions in any other instrument issued by GHC and HFFA in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement shall not be binding on either party and shall not be deemed to amend or modify this Agreement.
18. Buyer is not listed on the Final Divestment List ("**Divestment List**") created by the North Carolina State Treasurer pursuant to Article 6E, N.C.G.S. §147-86.55, *et seq.* ("**Iran Divestment Act of 2015**"). Buyer shall not utilize in the performance of its obligations under this Contract any contractor or subcontractor listed on the Divestment List, nor assign this Contract to any assignee on the Divestment List.
19. **E-Verify.** Buyer shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes of North Carolina. Further, if Buyer utilizes a subcontractor, Buyer shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes of North Carolina.

IN TESTIMONY WHEREOF, the parties hereto have set their hands and seals to this instrument, as of the day and year first above-written

GHC Professional Roofing

Jeff Church, Director

This the 9th day of May, 2016

Huntersville Family Fitness & Aquatics/Town of Huntersville

HFFA, Authorized Agent