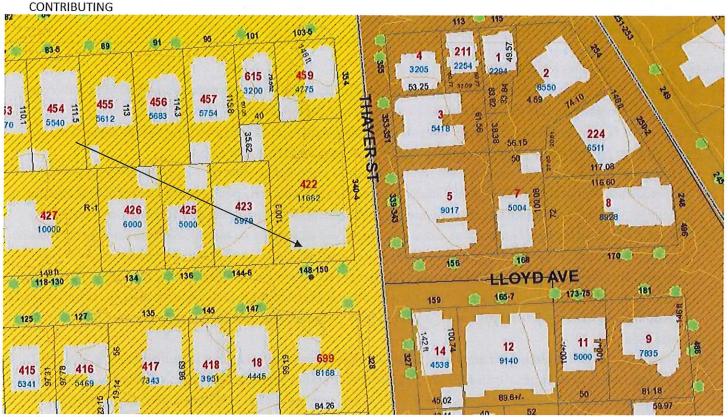
2. CASE 20.043, 150 LLOYD AVENUE, J. W. Tillinghast House, post1903 (COLLEGE HILL)

Colonial Revival; 2½ stories; hip; yellow brick with stone? trim; 3-bay with elaborate semi-circular porch with balustrade above; porch flanked by Palladian windows in roundheaded reveals; a similar window in an elliptical reveal is above the porch; quoining; pedimented dormers; new deck on west.



Arrows indicates 150 Lloyd Avenue.



Arrows indicates project location.

Applicant/Owner: 150 Lloyd LLC, 4 Woodland Terrace, Providence, RI 02906

Proposal: The scope of work proposed consists of Major Alterations and includes:

• The applicant is the replacement of the existing slate roof with an architectural shingle roof and the installation of an ADA-accessible ramp to the side (west) porch.

Issues: The following issues are relevant to this application:

- At the May 18th meeting the Commission continued the application and requested that additional information be provided with regards to the slate roof removal and that a redesign of the ramp be investigated.
- Estimates for repairs to the slate roof and replacement of the slate roof with architectural shingle shave been provided from Renaissance Roofing for Liberty Roofing (see attached letter and email).
 - Evaluation/estimate of the existing slate roof from Liberty Roofing has been provided. The scope of work is: Remove all existing slate roofing, Store all salvageable field slate and any flashing slate on site, Repair decking as needed, Install a new breathable underlayment, Repair all woodworking as needed at that point (Carpentry work is excluded from this proposal as scope and design will all need to be individually approved by the Historic Commission and owner. The initial inspection indicates that the entire gutters and soffit systems need to be rebuilt. This is a significant cost that is being excluded in order to compare to an asphalt roofing quote.), Match color and size the slate, and Reinstall the slate with all new flashing as needed. Installation of aluminum standing seam flat roof at rear. Small entry roof is excluded from proposal. The cost for this scope is \$327,500.00 (see attached).
 - The proposal for a replacement architectural shingle [Certainteed Grand Manor (Colonial Slate)] is \$56,999.71 (See attached). The proposal calls for James Hardie Fiber Cement Siding to be used to replace the existing slate on the sides of the dormers. Hardie is typically an inappropriate material in historic applications, and Staff's recommendation is that the material be changed to wood clapboards or an acceptable architecturally appropriate synthetic board.
 - Staff conducted a site visit with the applicant's representatives on June 16th. Photos are attached.

While slate roofs are a valuable asset to the character of historic buildings, their maintenance and retention can be problematic due to costs. In requests for removal of slate roofs, the Commission evaluates the validity of the existing slate roof (are the slates intact and can be reused?) and compares the cost of repairing a slate roof with the cost of a new architectural shingle roof. In this case, the existing slates are in relatively good condition, however the removal of slate to retain and reuse is difficult, because many of the slates are broken in the process and matching the old slate with new slate is difficult, if not impossible at times. Compounding this application is the fact that the underlying sheathing of the roof has deteriorated to the point where the entire roof needs to be re-sheathed with plywood. It was evident form Staff's site visit that the deterioration of the roof has been ongoing for a significant period of time, well before the current applicant purchased the building. The flashing deteriorated many years ago which led to significant leakage and water damage to the underlying structure. Rotten wood is evident throughout the roof structure. Combined with the enormous cost of a repair, it is staff's recommendation that the application meets the criteria for removal and replacement with an appropriate architectural asphalt shingle. This would follow precedent set with previous applications for slate roof removal that the Commission has reviewed and approved. The rear dormer, which is faced in slate is in reasonably good condition and the applicant is proposing to retain and

repair that area, which is one of the more prominent views of the slate roof on the house. The Certainteed product proposed for the main field of the house has been approved by the Commission in similar requests.

- The west side porch does not appear on any Sanborn maps up to 1956. The National Register description states that this porch was a later addition. There is an existing curb-cut and parking space adjacent to the area on Lloyd Ave, which will be used for handicap-accessible parking. The existing entry will not be modified in the proposal. A revised plan has been submitted. The ramp is now a poured concrete structure in a switchback design that will not require railings on the ramp. It is wholly contained to the side of the house. A simple pipe railing is proposed for the landing. A board fence with a gate is proposed to shield the ramp and HVAC condensers from the public rights-of-way. The proposal meets the Standards in that it is in an innocuous location, being added on to a later addition to the building.
- Drawings, estimates and pictures have been submitted.

Recommendations: The staff recommends the PHDC make the following findings of fact:

- a) 150 Lloyd Avenue is a structure of historical and architectural significance that contributes to the significance of the College Hill local historic district, having been recognized as a contributing structure to the College Hill National Historic Landmarks District;
- b) The application for Major Alterations is considered complete; and,
- c) The work as proposed is in accord with PHDC Standard 8 as follows: the proposed alterations are aesthetically appropriate to the property and district and will be done so that while diminishing the historic character of the property the work does not destroy the historic character of the property or the district as the proposed alterations will not have an adverse effect on the property or district.

Staff recommends a motion be made stating that: The application is considered complete. 150 Lloyd Avenue is a structure of historical and architectural significance that contributes to the significance of the College Hill local historic district being listed as a contributing structure to the College Hill National Historic Landmarks District. The Commission grants Final Approval of the application as submitted as the proposed alterations are appropriate having determined that they are in compliance with Standard 8 as they are aesthetically appropriate to the property and district and will be done so that while diminishing the historic character of the property the work does not destroy the historic character of the property or the district as the proposed alterations will not have an adverse effect on the property or district, and the recommendations in the staff report, with staff to review any additional required details.



154 Warren Avenue • East Providence, RI 02914 • Phone: 401-438-0678

BRONHARD, WALTER 401-441-3007

972 HIGHLAND AVENUE FALL RIVER, MA 02720 Job Address: 150 Lloyd Ave Providence, RI 02906

Print-date: 5-4-2020

SLATE ROOFING SYSTEM

Liberty Roofing Company proposes to install your new slate roofing system while adhering to all manufacturer specifications and local building codes, and in accordance with the architects drawings and specifications.

PRE-INSTALLATION

- Execute an inspection and safety plan to efficiently and safely prepare the property for the existing roof shingle system removal.
- Deliver proper sized dumpster and materials.

SITE/DECK PREPARATION

- Relocate or protect any loose hanging structures and outdoor deck/patio furniture.
- Tarps will drape over the entire house, decks, stairs and ground adjacent to structure. *Special attention will be given to protect plants and shrubbery
- Remove all existing layers of slate down to the roof deck. Slate that is in suitable condition will be salvaged and stored on site
- Inspect plywood or plank decking for rot and/or non-nailable surface(s). Layover with .5" sheets of plywood at \$175.00 a sheet when applicable. Strip and replace plywood at \$230.00 a sheet when necessary. Areas of plywood deck replacement requiring less than a full sheet will be repaired at a rate of \$10.75 sq ft. Plank decking will be replaced at a rate of \$10.75 ln'.
- Re-nail and secure existing decking where necessary
- Remove existing chimney and wall flashings
- Remove gutters and downspouts

SYSTEM INSTALLATION

- Install ice and water membrane to entire roof deck.
- Install heavy duty 8" drip edge flashing to the entire roof perimeter including the rake edges and eaves.
- Finish roof with hip ridge slate for ultimate protection and color pattern esthetics

SITE CLOSEOUT

• Clean gutters of all construction debris.

- Magnetically sweep and rake entire job site.
- Haul away any job-related debris.

*All carpentry work must be completed before any roofing work will commence. Any delay not due to Liberty Roofing will result in an extra to contain all labor and expenses.

THIS PROPOSAL DOES NOT CONTAIN ANY OF THE FOLLOWING:

- Any additional flashings.
- Any carpentry work or installation of blocking, curbs, or plywood.
- Any gutters or downspouts.
- Any trade work other than roofing.
- Any materials OTHER than those associated with the installation of the products and systems described above.
- Any curbs, accessories, products not listed above.
- Any penetrations, flashings, or new roof planes not presently on the structure are not contained in this proposal.

Price Breakdown

Title	Description	Unit Price	Price
Slate Roof removal and replacement	 Remove all existing slate roofing Store all salvageable field slate and any flashing slate on site Repair decking as needed Install a new breathable underlayment Repair all woodworking as needed at that point (detailed below) Match color and size the slate Reinstall the slate with all new flashing as needed. Small entry roof is excluded from proposal Installation of aluminum standing seam flat roof at rear.	327,500.00	\$327,500.00
	CARPENTRY WORK Carpentry work is excluded from this proposal as scope and design will all need to be individually approved by the Historic Commission and owner. The initial inspection indicates that the entire gutters and soffit systems need to be rebuilt. This is a significant cost that is being excluded in order to compare to an asphalt roofing quote.		
	Total Pr	ice: \$32	7,500.00

SUBSTITUTIONS (ADD TO TOTAL PRICE)

Signature	
Print Name:	
Date:	

*Only one proposal can be approved. Approving this will decline all other available proposals.



154 Warren Avenue • East Providence, RI 02914 • Phone: 401-438-0678

BRONHARD, WALTER 401-441-3007

972 HIGHLAND AVENUE FALL RIVER, MA 02720 Job Address: 150 Lloyd Ave Providence, RI 02906

Print-date: 5-4-2020

ARCHITECTURAL ASPHALT SHINGLE SYSTEM

Liberty Roofing Company proposes to install your new architectural roofing system while adhering to all manufacturer specifications and local building codes, and in accordance with the following procedures outlined below:

PRE-INSTALLATION

- Obtain building permits and licenses (as needed according to law)
- Execute an inspection and safety plan to efficiently and safely prepare the property for the existing roof shingle system removal.
- Deliver proper sized dumpster and materials.

SITE/DECK PREPARATION

- Relocate or protect any loose hanging structures and outdoor deck/patio furniture.
- Tarps will drape over the entire house, decks, stairs and ground adjacent to structure. *Special attention will be given to protect plants and shrubbery
- Remove all existing layers of shingles down to the roof deck. **This proposal includes the removal of up to 2 layers. Each additional layer will be charged at a rate of \$17.50 per square.*
- Inspect plywood or plank decking for rot and/or non-nailable surface(s). Layover with .5" sheets of plywood at \$90.00 a sheet when applicable. Strip and replace plywood at \$145.00 a sheet when necessary (additional disposal fee may apply). Areas of plywood deck replacement requiring less than a full sheet will be repaired at a rate of \$6.00 sq ft. Plank decking will be replaced at a rate of \$6.00 ln'.
- Re-nail and secure existing decking where necessary
- Remove existing chimney and wall flashings (as needed) and replace with new lead flashings

SYSTEM INSTALLATION

- Install ice and water membrane to eave edges, valleys, roof transitions, flashings and penetrations for waterproof seal.
- Cover roof deck with premium shingle underlayment for proper shingle system breathability.
- Install heavy duty 8" drip edge flashing to the entire roof perimeter including the rake edges and eave edges.

- Install pre-manufactured double-sided adhesive 8" starter shingle to the entire roof perimeter including the rake edges and eave edges for double stack strength at the most vulnerable areas.
- Install shingles in 6" pyramid step method to insure maximum layover protection and uniform layout using ultra galvanized nails in a hurricane force pattern.
- Install new heavy-duty aluminum flashing pans with molded rubber gaskets to waterproof all vent pipe base to roof transitions.
- Install new black electrically bonded epoxy finish steel vent louver with built-in backdraft damper for any dryer/bathroom vent/oven ventilation.
- Finish roof with pre-manufactured double-sided adhesive hip and ridge shingles for ultimate protection and color pattern esthetics

SITE CLOSEOUT

- Clean gutters of all construction debris.
- Magnetically sweep and rake entire job site.
- Conduct final inspection with homeowner.
- Haul away any job-related debris.

PLEASE REVIEW ADDITIONAL DETAILS OF YOUR NEW ARCHITECTURAL ROOFING SYSTEM OUTLINED IN THE PRICE BREAKDOWN SECTION OF THIS PROPOSAL

*THIS PROPOSAL IS VALID FOR 30 DAYS CREDIT CARDS NOT ACCEPTED CASH OR CHECK ONLY

Price Breakdown

Description	Unit Price	Price
CERTAINTEED ASPHALT SHINGLE SYSTEM INCLUDES PLYWOOD LAYOVER OF ENTIRE SLOPED ROOF DECK	44,642.71	\$44,642.71
Shingle:CERTAINTEED GRAND MANOR (COLONIAL SLATE) Ice and Water: CERTAINTEED WINTERGUARD Shingle Underlayment: CERTAINTEED ROOF RUNNER Ventilation: CERTAINTEED ROLLED RIDGE (INSTALLATION OF SOFFIT INTAKES (INTAKES CONTINGENT ON FURTHER INTERNAL AND ROOFTOP INSPECTION Manufacturer's Warranty: CERTAINTEED 5-STAR COMMERCIAL 40-YR NON-PRORATED WARRANTY		
EXCLUSIONS THESE ITEMS MAY ALTER THE PRICING OF THE PROPOSAL OR ARE NOT CONTAINED WITHIN THE SCOPE OF WORK AT THIS TIME. UPON INTERNAL AND ROOFTOP INSPECTION, MORE WORK MAY BE REQUIRED TO MAINTAIN PROPER WEATHERPROOFING - EXISTING GUTTERS - NEW CHIMNEY (FLASHING WILL BE INCLUDED) - FLAT ROOFS - DECORATIVE METAL ROOF OVER REAR ENTRY - SIDEWALLS OF DORMERS (SEE ALTERNATE FOR SIDING		
REPLACEMENT OF SIDING ON DORMERS - REMOVE AND DISPOSE OF EXISTING SLATE SIDING - INSTALL NEW WEATHER BARRIER/HOUSE WRAP - INSTALL NEW DECORATIVE TRIM WHERE DAMAGED (PAINT TO MATCH WHERE POSSIBLE) - INSTALL JAMES HARDIE FIBER CEMENT SIDING IN SIMILAR EXPOSURE PATTERN TO	12,357.00	\$12,357.00

EXISTING SLATE - INSTALL JAMES HARDIE TRIM WHERE POSSIBLE AT CORNERS

TERMS AND CONDITIONS

Owner/Customer. The owner and/or General Contractor ("Customer") hereby represents that he/she is the owner of said premises whereon the improvements herein specified are to be made, having a deed for same, or the authorized agent of said owner.

Nature of work: Liberty Roofing Company, Inc. ("Liberty"), shall furnish labor and material necessary to perform the work described herein or in the referenced contract documents. Liberty is not a licensed architect or engineer to determine proper design and code compliance. Liberty is not responsible for structural integrity and proper design, including that the design is in compliance with applicable ordinances codes and regulations. If plans, specifications or other documents have been furnished to Liberty, Customer warrants that they are sufficient and conform to applicable laws and building codes. The specifications in this proposal are intended to match or be the equivalent of the general overall job specifications given wherever possible; however, Customer hereby agrees that wherever the two differ, the specifications in this proposal shall be accepted by the Customer. Liberty is not responsible for loss, damage or expense due to defects in plans or specifications or building code violations unless such damage results from a deviation by Liberty from the contract documents. Customer warrants all structures and drainage systems to be in sound condition capable of withstanding normal activities of construction equipment and operations and the work that is to be performed. Liberty is not responsible for location of roof drains, existing drain blockage, installation of secondary drains, if necessary, and adequacy of drainage or ponding on the roof.

Fumes and Emissions: Customer acknowledges that odor and emissions from roofing products will be released and noise will be generated as part of the roofing operations to be performed by Liberty. 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 and Customer shall hold Liberty harmless from claims from third parties relating to fumes and odors that are emitted during the normal roofing process. Customer acknowledges that should work hours need to be adjusted (nights, weekends, holidays, etc.) to accommodate occupants, there will be an adjustment to contract price in order to account for premium time rates.

Interior protection: Customer acknowledges that tear-off of existing roofing materials and 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. Liberty 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 and occupants of re-roofing and the need to provide protection underneath areas being re-roofed. Customer agrees to hold Liberty harmless from the claims of tenants who were not so notified and/or did not provide protection.

Roof Deck and/or Adjacent Work: Liberty's commencement of the roof installation indicates that Liberty has accepted the surface of the roof deck as suitable to attach the roofing materials only. Liberty is not responsible for the construction, structural sufficiency, durability, fastening, and moisture content of physical properties of the roof deck or other trades' work or design.

Electrical Conduit: Owner warrants that there will be no live power lines on or near the roof servicing the building where Liberty will be working and that Owner will turn off any such power supplies to avoid an electrocution risk to Liberty's employees. Liberty's price is based upon there not being electrical or other conduit or other materials embedded within the roof assembly or directly affixed to the underside of the roof deck unless expressly identified on the face of this proposal. Customer will indemnify Liberty from any personal injury, damage, claim, loss or expense resulting from the presence of conduit, shall render the conduit harmless so as to avoid injury to Liberty's personnel, and shall compensate Liberty for additional time, labor and expense resulting from the presence of such materials.

Danger Posed by Energized Power Lines: Customer warrants there will be no live power lines on or near the roof where Liberty will be working and that Customer will make appropriate arrangements or itself turn off any such power supplies to Customer's building to avoid any electrocution risk to roofing personnel.

Asbestos and Toxic Materials: This proposal and contract is based upon the work to be performed by Liberty not involving contact with asbestos-containing or toxic materials and that such materials will not be encountered or disturbed during the course of performing roofing work. Liberty is not responsible for expenses, claims, or damages arising out of the presence, disturbance or removal of asbestos-containing or toxic material. In the event that such materials are encountered, Liberty shall be entitled to reasonable compensation for all additional expenses incurred as a result of the presence of asbestos-containing or toxic materials.

Insurance: Liberty shall carry worker's compensation, automobile liability, and commercial general liability as required by law. Liberty shall furnish Certificates of Insurance, evidencing the types and amounts of its coverage, upon request. Customer shall purchase and maintain builder's risk and property insurance upon the full value of the entire Project, including the labor, material and equipment furnished by Liberty covering fire, extended coverage, malicious mischief, vandalism and theft. If customer requires and Liberty agrees to name Customer as additional insured on Liberty's liability insurance policy, and Customer agrees that the naming of Customer or other parties as an additional insured is intended to apply to claims made against the additional insured to the extent the claim is due to negligence of Liberty only, and is not intended to make Liberty's insurer liable for claims that are due to the fault of the additional insured or others. **Reroofing:** Liberty is not responsible for leakage through the existing roof or other portions of the building that have not yet

been reroofed by Liberty. Liberty is not responsible for damages or leaks due to existing conditions or existing sources of leakage simply because Liberty started work on the building.

Existing Conditions: Customer represents that, to the best of their knowledge, all components under the roof deck, including, but not limited to, mechanical, electrical, plumbing and structural components are secure and installed as per local building code. Customer shall indemnify and hold harmless Liberty from all claims or damages due to any existing conditions that Liberty was not made aware of by Customer, in writing, before job commenced. Customer acknowledges that any removal of such equipment, if necessary, is not part of the contract and will be removed at Customer's expense or removed by Liberty and charged as an extra.

Ventilation: Intake and vent systems are designed assuming perfect conditions are present. It is the responsibility of the homeowner to notify Liberty Roofing Company of any potential challenges with the construction of their home that would interfere with proper ventilation. Liberty Roofing Company accepts no responsibility for underlying conditions which may cause obstructions in the path of proper ventilation systems installed. It is the sole responsibility of the homeowner to ensure that their ventilation paths are cleared properly, with proper baffling/spacing of insulation, and proper interior construction which does not obstruct air flow. A homeowner's acceptance of this proposal serves as their acceptance of the proposed ventilation system outlined (if proposed) and certifies that they are solely responsible for maintaining a clear of ventilation for the life of the system. Liberty Roofing Company accepts no responsibility for proper airflow of existing systems and unaltered systems.

Indemnity: Liberty agrees to indemnify and hold harmless the Owner and/or General Contractor ("Customer") from all claims, damages, losses and expenses for personal injury, including death and property damage, to the extent caused by negligent acts or omissions by Liberty or someone for whose acts Liberty is responsible. Liberty is not obligated to provide indemnity for damages, losses, claims or expenses to the extent due to the negligence or fault of indemnities or others for whose conduct Liberty is not responsible. Similarly, Customer shall indemnify and hold harmless Liberty from all claims, damages, losses and expenses arising from claims from bodily injury, including death or other damages, to the extent due to the negligence of Customer or the fault of its agents, representatives or employees.

Roof deck stability: Customer warrants that the structure(s) on which Liberty is to work are in sound condition and capable of withstanding normal activities of roofing construction equipment and operations.

Liquidated damages: Liquidated damages for delays or actual damages for delays shall be assessed against Liberty only to the extent caused by Liberty and only if stipulated and mutually agreed to before commencement of the work. In no event shall Liberty be responsible for delays which arise outside the scope of this contract.

Damage to Liberty's work by others: Contractor/Customer shall coordinate the project in an orderly and customary manner so as to avoid newly installed roofing being used as a surface for ongoing construction work. If Liberty's work is damaged by other trades Contractor/Customer agrees to back charge the trades causing the damage. Contractor/Customer will purchase or arrange with Customer to maintain Builder's Risk insurance, as required. Any repairing of the same by Liberty will be charged at regular scheduled rates over and above the amount of this proposal.

Damages and Delays: Liberty shall not be liable for damages based upon delay, or liquidated damages or penalties resulting from any delay caused by circumstances beyond its control, including but not limited to acts of weather, accidents, fire, vandalism, strikes, jurisdictional disputes, failure or delay of transportation, shortage of or inability to obtain materials, equipment or labor, changes in the work and delays caused by others. In the event of these occurrences, Liberty's time for performance under this proposal shall be extended for a time sufficient to permit completion of the Work.

Payment: Unless otherwise stated in this proposal, Customer shall secure this work in the form of a 33% deposit due upon the signing of this contract. Customer shall pay the remaining contract balance plus any additional charges for change order or extra work upon the completion of all work outlined in this contract. 20% interest will be charged on any overdue balance. Should Customer fail to make payment, Liberty shall be entitled to recover all costs of collection incurred, including attorney's fees and litigation expenses. Collection matters may be processed through litigation or arbitration at Liberty's discretion.

Changes in the Work and Extra Work: Customer shall be entitled to order changes in the work and the contract price adjusted accordingly Liberty shall not be required to perform any changed or additional work without a written request. Any penetrations through the roof to be installed by Liberty not shown on the plans provided to Liberty prior to submittal of this proposal shall be considered an order for extra work. Liberty shall be compensated at its customary time and materials rate for performing such additional work. Any alterations or deviation from the specifications involving extra costs due to unforeseen conditions will also become an extra charge over and above the contract price.

Back Charges: No back charge or claim for payment of services rendered or equipment furnished by Customer to Liberty shall be sought to be imposed by Customer unless previously authorized in writing or unless written notice is given to Liberty within five (5) days of the event, act or omission that is the basis of the back charge.

Right to Stop Work: The failure of Customer to make proper payment to Liberty when due shall, in addition to all other rights, constitute a material breach of contract and shall entitle Liberty, at its discretion, to suspend all work and shipment, including furnishing of warranties, until full payment is made or terminate this contract. The contract sum shall be increased by the amount of Liberty's reasonable costs of shut-down, delay and start-up.

Availability of Site and Utilities: Liberty shall be provided with direct access to the work site for the passage of trucks and materials and direct access to the roof, electricity, water and sanitary facilities at no cost to Liberty. Liberty shall not be required to begin work until the underlying areas are ready and acceptable to receive Liberty's work and sufficient areas of roof deck are available and free from dirt, water, snow or debris to allow continuous full operations until job completion. The expense of any extra trips by Liberty to and from the job as result of the job not being ready for roof application after Liberty has been notified to proceed will be charged as an extra.

Site Conditions: Liberty shall not be responsible for additional cost required due to the existence of snow or water on the roof, deteriorated deck or other subsurface, substandard framing, hidden, or latent conditions that are not disclosed in writing to Liberty. The raising, disconnection, re-connection or relocation of any mechanical equipment that may be necessary for Liberty to perform the roofing work shall be performed by others at Customer's expense or treated as an extra **Working Hours:** This proposal is based upon the performance of all work during Liberty's regular working hours. Extra

charges will be made for overtime and all work performed other than during Liberty's regular working hours, if required or requested by Customer.

Warranty: Liberty's work will be warranted in accordance with its standard warranty, which is incorporated by reference. A copy of Liberty's standard warranty is available upon request. Liberty SHALL NOT BE LIABLE FOR SPECIAL OR PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS. The acceptance of this proposal by the Customer signifies their agreement that this warranty shall be and is the exclusive remedy against Liberty pertaining to the roof installation. The liability of Liberty shall not exceed the Contract Price. The extent of the warranty shall be for workmanship provided by Liberty only and shall not exceed one (1) year from the date of substantial completion unless stated otherwise on page 1. No warranties/liability whatsoever will apply until all work performed has been paid in full. Tolerances: All materials and work shall be furnished in accordance with normal industry tolerances for color, variation, thickness, size, weight, amount, finish, texture and performance standards. Specified quantities are intended to represent an average only. Liberty 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 material used are represented as such by the material manufacturer. Mold: The Customer is aware that mold, especially in structures where there have been instances of water leaks or condensation, can grow in unseen places, including walls, underneath beams and floors, and in insulation areas. Certain types of mold may pose a danger to health. Customer acknowledges and agrees that (i) Liberty's scope of work shall not include the identification, detection, abatement, remediation or removal of any type of mold or mildew, (ii) Liberty does not assume in the performance of its work, any obligation or liability to the Customer or any party claiming by, through or under the Customer, arising out of any failure to identify, detect, abate, remedy or remove mold or mildew, and (iii) Liberty shall not be liable in any respect for any personal injury or property damage, including, without limitation, damage to any structure or its components, or of any contents thereof, which may result from or arise out of the presence or growth of mold or mildew of any type of nature, and regardless of whether such mold was present before or after the work was performed.

Notice of Complaint: Customer shall notify Liberty or any complaints concerning the performance of this contract within ten (10) days after conclusion of work by Liberty; absent such notification, the work shall be deemed to have been completed in a satisfactory manner. Furthermore, Customer must notify Liberty within ten (10) days of learning of any problems before any progress or final payment is withheld or reduced in value. Any legal claim against Liberty, including a claim alleging any breach of this contract or negligence by Liberty must be initiated no later than two (2) years after substantial completion of work by Liberty.

Dispute: If a dispute shall arise between Liberty and Customer with respect to any matters or questions arising out of or relating to this Agreement or the breach thereof, such dispute shall be decided by arbitration, at Liberty's option, within 90 days of notice by Liberty. Arbitration shall be administered by and in accordance with the Construction Industry Rules of the American Arbitration Association. Arbitration or litigation shall be in Rhode Island. Any arbitration award shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in any Court thereof.

Price Increases: Some roofing products can be subject to unusual and severe price volatility and availability due to conditions that are beyond the control of Liberty. Prices quoted are contingent upon such conditions remaining stable between the date of this proposal and the date of acceptance. Substantial price increases may result in the amounts stated on this proposal to increase accordingly to reflect the additional costs to Liberty.

Right of Rescission: Customers have a three (3) day right of rescission to terminate this agreement. Customers will be responsible for expenses incurred, in addition to a termination fee not to exceed twenty percent of the quoted contract amount if cancelation if after the three (3) day period.

Mechanic's Lien Notice: Lien releases from Liberty's material suppliers and subcontractors shall be provided to customer upon request.

Failure to Enforce: The failure by Liberty to enforce any provision of this contract shall not affect the liability of the Owner and/or General Contractor ("Customer") or guarantor thereof nor deprive Liberty of the right to insist upon the strict compliance thereafter.

Notice of Possible Mechanic's Lien

Liberty Roofing Company, Inc. is about to perform work and/or furnish materials for the construction, erection, alterations or repair upon that land referenced above under contract with you. This notice that the undersigned and any other persons who provide labor and materials for the improvement under contract with the undersigned may file a mechanic's lien upon the land in the event of nonpayment to them. It is your responsibility to assure yourself that those other persons under contract with the undersigned receive payment for their work performed and materials furnished for the construction, erection, alteration or repair upon the land. Failure to adhere to the provisions of this subsection may result in a one thousand dollars (\$1,000.00) fine against the contractor.

Pursuant to RIGL 5-65-18 all written contracts entered into between a contractor and a property owner must contain a statement that the contractor, subcontractors, or material persons may file a lien in accordance with the RI Mechanic's Lien Act, chapter 28 of title 34.

All promises, understanding, or agreement between the parties, shall not be modified in any manner, except in writing and signed by both parties. This contract shall be accepted by Customer by execution hereof, or, at Liberty's option, by verbal acceptance of Customer and commencement of work by Liberty. It is agreed that if the Customer is a commercial owner, general contractor, or subcontractor and if the use of a general contract or subcontract is required, then this Proposal is based upon the use of AIA 101/210 or AIA 401 contract forms without modifications only. The Customer's requirement that any other contract forms be used shall, at Liberty's option, void this proposal. This proposal is valid for a maximum of thirty (30) days and may be withdrawn at any time by Liberty.

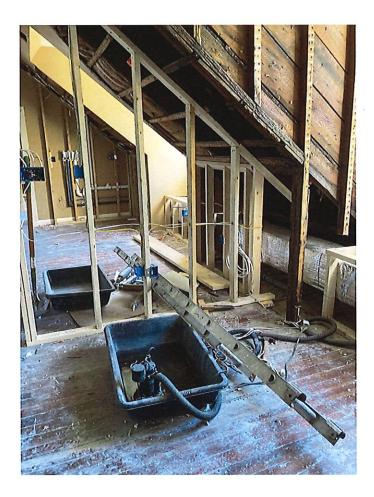
Acceptance of Proposal- You are authorized to proceed in accordance with the preceding pricing, terms, and conditions.

Signature	
Print Name:	
Date:	

*Only one proposal can be approved. Approving this will decline all other available proposals.





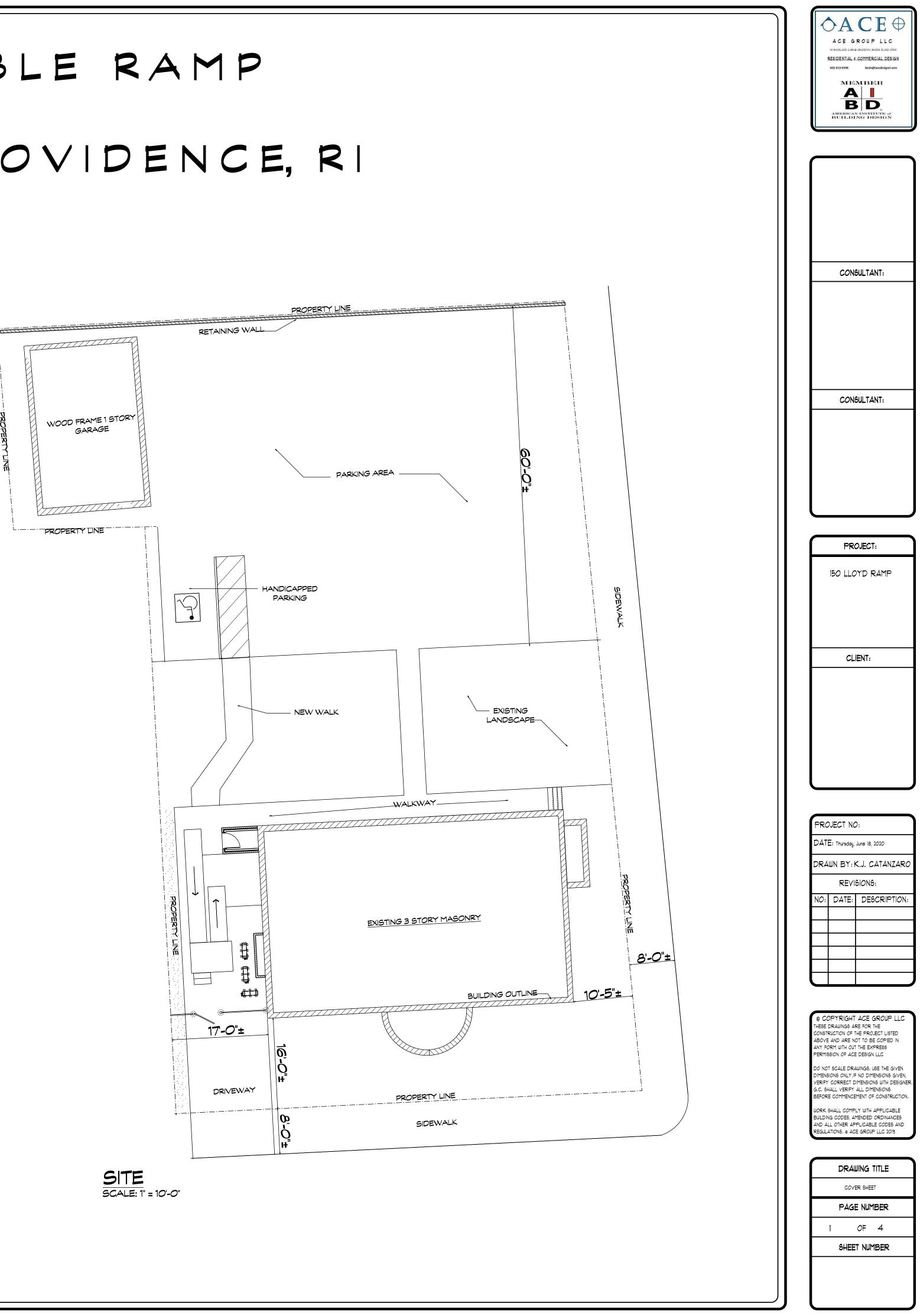


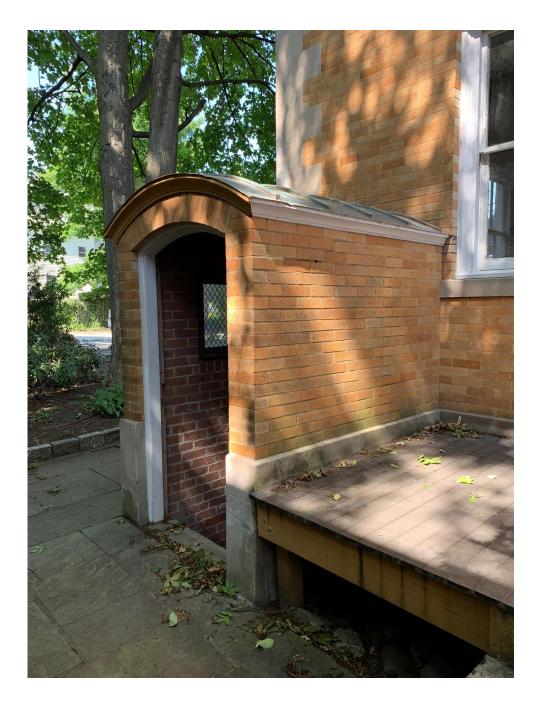




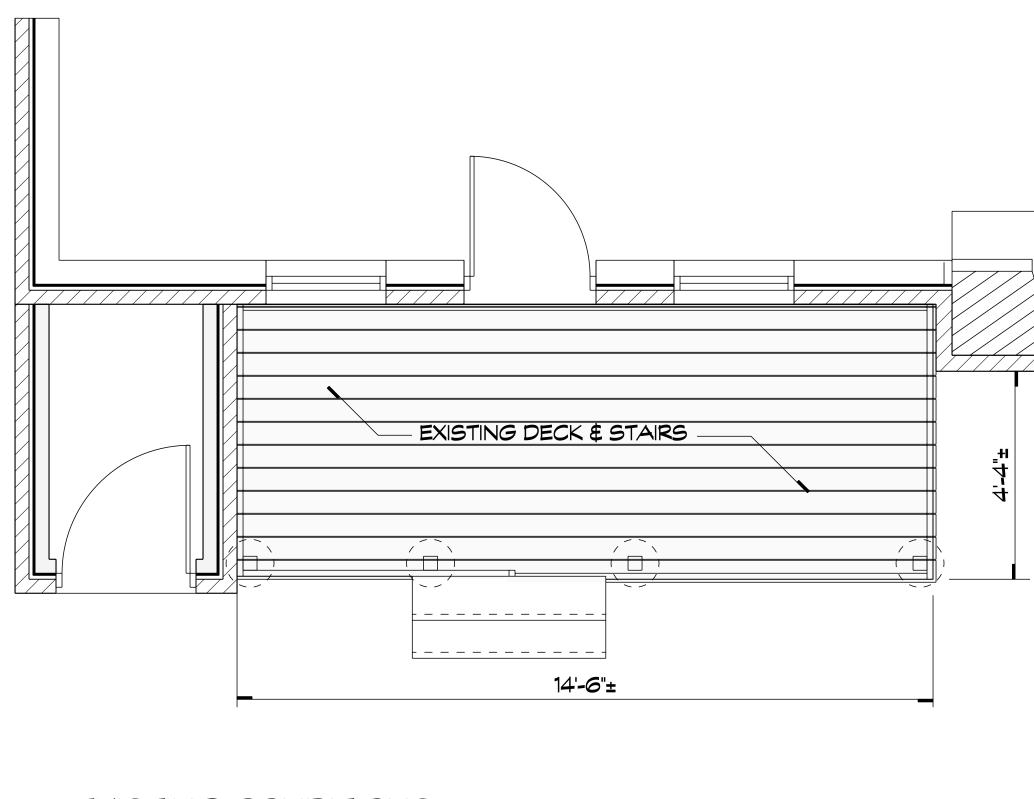
PERSPECTIVE VIEWS

NEW ACCESSIBLE RAMP 150 LLOYD AVE. PROVIDENCE, RI

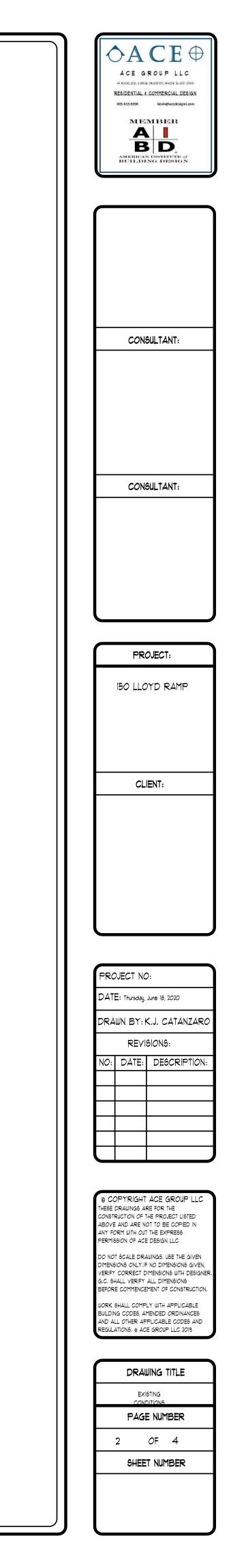




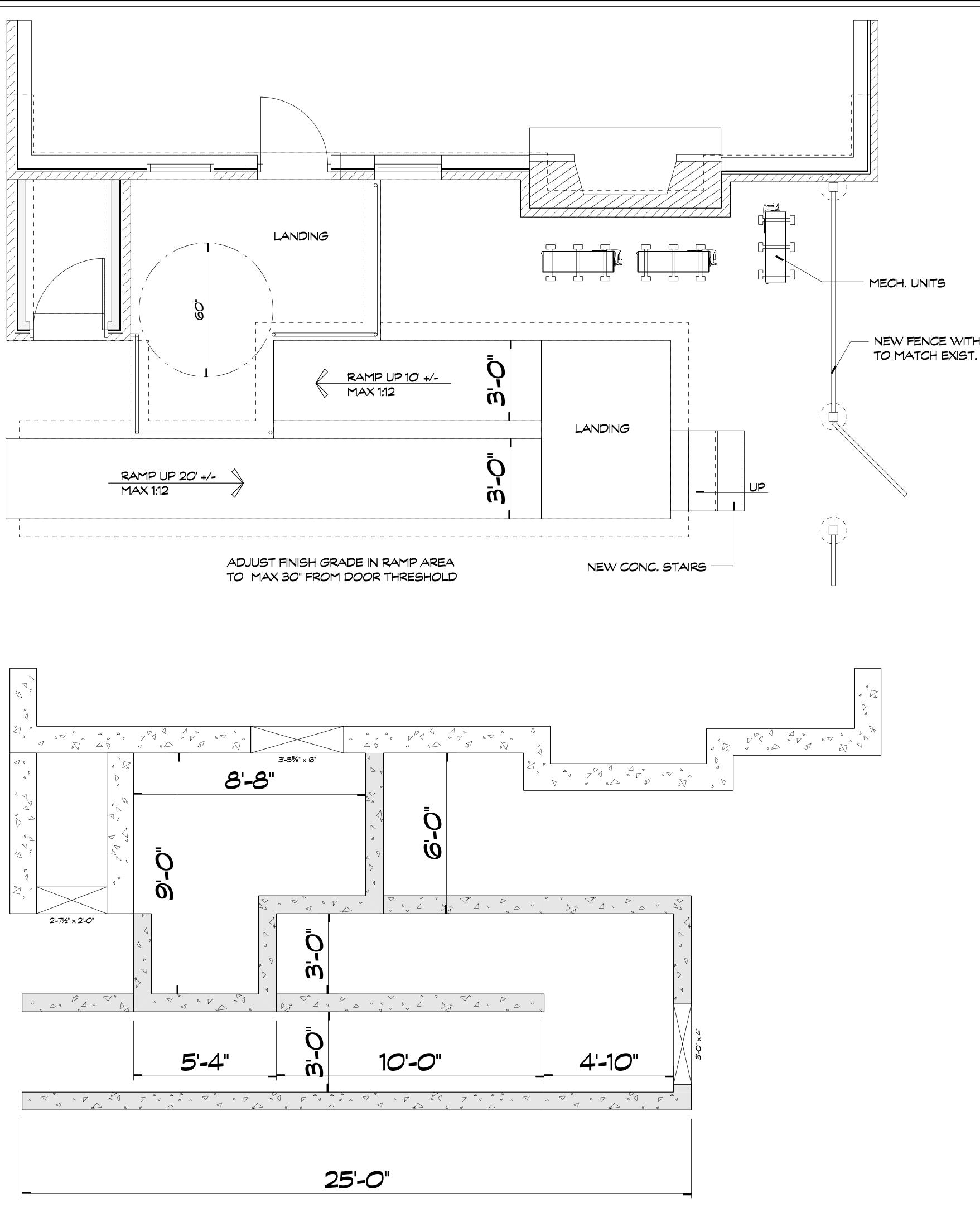


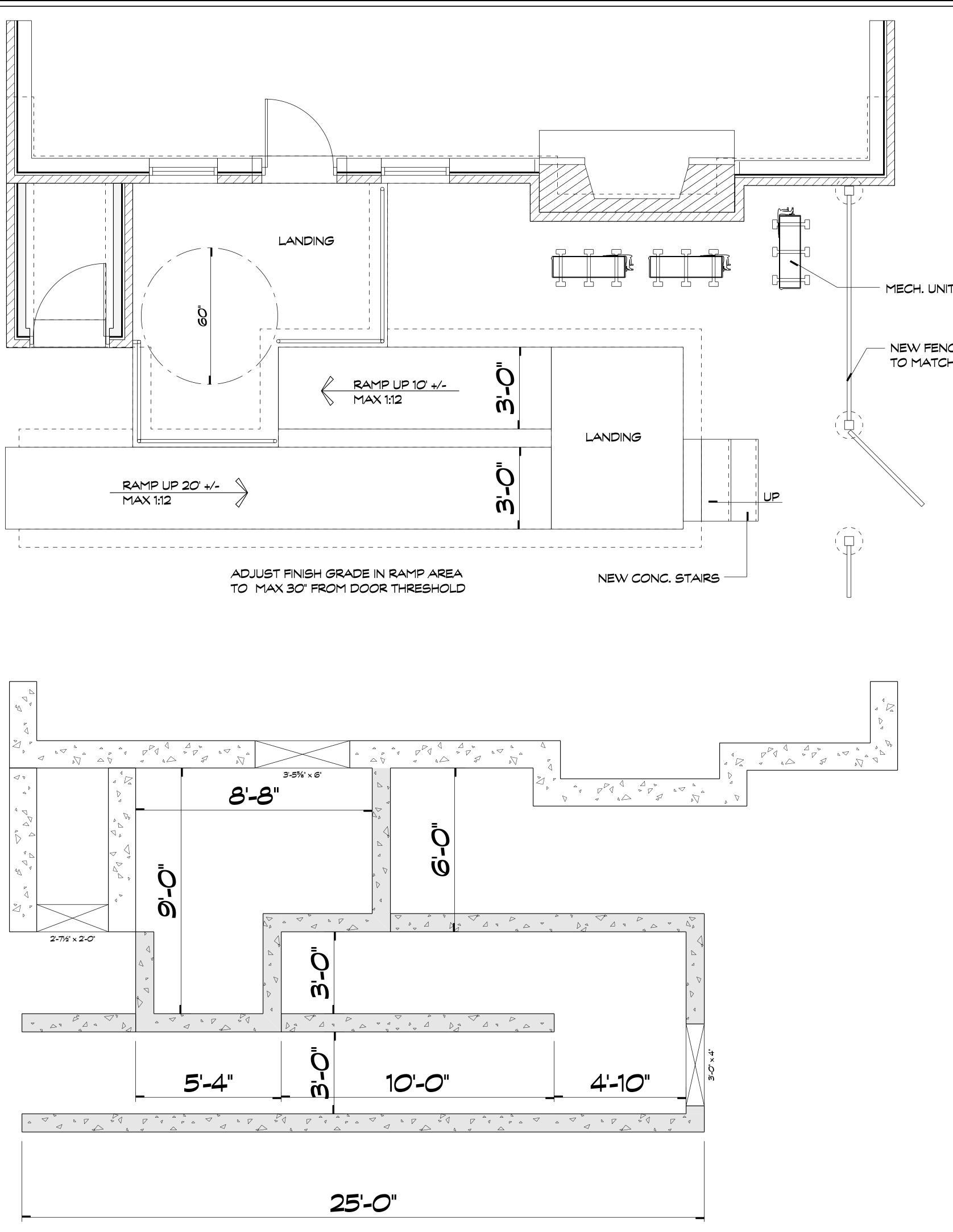










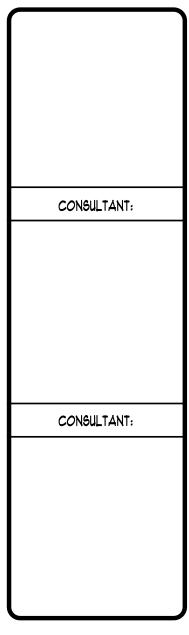


RAMP PLAN SCALE: 1/2" = 1'-0"

NEW FOUNDATION PLAN SCALE: 1/2" = 1'-0"

- NEW FENCE WITH GATE





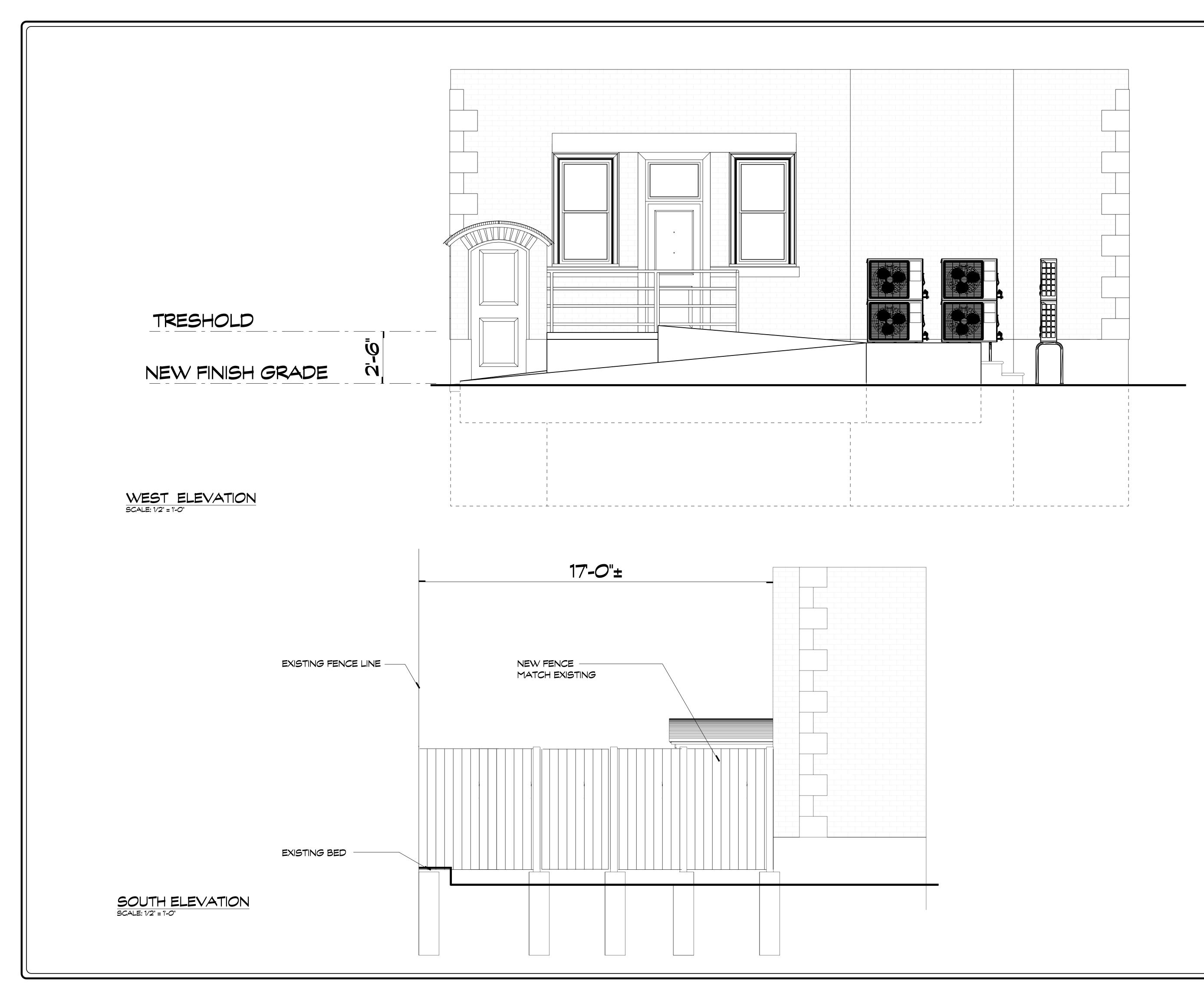
PROJECT:	
150 LLOYD RAMP	
CLIENT:	

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PROJECT NO:				
DAT	DATE: Thureday, June 18, 2020			
DRAWN BY: K.J. CATANZARO				
REVISIONS:				
NO: DATE: DESCRIPTION		DESCRIPTION:		

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AMERICAN INSTITUTE of BUILDING DESIGN
CONSULTANT:
CONSULTANT:
PROJECT:
150 LLOYD RAMP
CLIENT:

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