

LOGAN INSULATING & FOAM SERVICE, LLC (LIFS)--TERMS & CONDITIONS

Spray on Fireproofing Proposal and Specification

- 1.) We propose to meet the hourly fire resistive requirements of the plans and specifications only. The applicability of these documents to laws, statutes, building codes and regulations are not the responsibility of this contractor.
- 2.) Surfaces to receive fireproofing shall be free from any substance that would impair adhesion, such as roll oils, grease, mill scale etc.
- 3.) The customer will make available a permanent location for our mixing and pumping station for the duration of our activity. This site must be: a) be convenient to the structure to be fireproofed. b) Be able to accommodate (including access routes) truckload deliveries of material. c) Have ample space for equipment storage and room at pumping station for material storage, trailer parking, for offloading of bag goods direct to pump. d) Be well drained. e) Have a convenient and constant water source.
- 4.) Customer to furnish all necessary light, power (220 volts), heat, water and temporary enclosures where required, without charge, to within 50 feet of building (or within 3 floors on high rise). If applied in an enclosed area, air circulation and ventilation will be provided as necessary, by the customer, to properly dry the material.
- 5.) In cold weather application, it is the customer's responsibility to maintain an air and substrate temperature of a minimum of 40 degrees Fahrenheit—48 hours before and after application of material.
- 6.) All clips, hangers, and other attachments by others to steel, should be in place before spraying. Ducts, conduits, and other suspended equipment to be placed after installation of fireproofing material. Unless agreed to in written or verbal spec's for existing buildings.
- 7.) Within the building we require free and clear of ingress/egress for movable scaffolds from the floor line to the area to be fireproofed. No installation that would restrict movement of our scaffolds, personnel, or equipment, or limit our uninterrupted application of fireproofing materials, will be permitted. Clutter, debris and / or items stored on the floor must be located where they will not interfere with said application. Protection of these items is not the responsibility of this contractor.
- 8.) No spray fireproofing shall commence until concrete floors have been poured and/or all roofing is complete. Customer to be responsible for keeping all construction traffic off sprayed areas for a period of not less than one week after application. Customer responsible for repairs if damage occurs due to violating above specifications.
- 9.) All patching and repairing of fireproofing due to damage (intentional or unintentional) by others, shall be paid for by the customer.
- 10.) After completion of the fireproofing work, equipment shall be removed and all exposed wall and floor areas shall be left in a broom clean condition. We shall deposit debris in the trash chute provided by the customer or outside the building (if single story) for removal by a third party sanitation collector unless agreed to in written or verbal spec's for existing building.
- 11.) Customer to furnish adequate hoisting facilities, including fuel and operator, without charge.
- 12.) The cost of performance and payment bond has not been included. If required, add premium cost to contract price.
- 13.) No back charges to our contract will be accepted unless previously agreed to by both parties in writing.
- 14.) All testing is to be paid for by others. Results of testing shall be made available to all parties at the completion of testing for each major roof and/or floor area, and before contractor proceeds to next area where applicable.
- 15.) All substrates must have Underwriters Laboratory test approval. We reserve the right to have steel primers tested by our fireproofing material manufacturer for compatibility. Painted steel decks or wet substrates are not recommended.
- 16.) No penalties will be accepted for delays caused by labor walk-outs, inability to secure men or materials, or damage from acts of God.
- 17.) We shall not be required to start work until the job is sufficiently ready for us to proceed in a continuous operation without any undue interference or delay from other crafts.
- 18.) This proposal shall be subject to change unless accepted within 30 days or as listed on contract from date of Customer Award.
- 19.) All workers in immediate vicinity of spraying operation are to be protected with safety gear and suitable respirator at their expenses.
- 20.) Proposal is based on acceptance of U.L. design numbers submitted prior to application on job. If U.L. design numbers are not accepted, contract must be changed accordingly. In residential or existing structures will be based on agreed terms/designs.
- 21.) Customer will be responsible for payment to fireproofing subcontractor. Retainage due within 30 days of completion of contracted fireproofing excluding extras added to contract. Extras added to contract due within 30 days on each billing, including retainage.
- 22.) This proposal is for immediate acceptance and is intended to become a part of any contract for the enclosed proposal. All bids based on 40-hour-5 day week. It is agreed that we will be notified in writing within a reasonable time after any occurrence that might result in back charges, in order that we may have an opportunity to remedy the situation ourselves.

Suitability of Fireproofing for a Particular Purpose and Warranties

The customer acknowledges receipt of LIFS's sales literature, and if requested, material data sheets of the products we use. While the material is guaranteed to perform to the published specifications, per the manufacturer, LIFS does not promise that the performance in a particular situation will meet the customer's expectations. While the sound rating of the installed materials will be as published by the manufacturer, LIFS makes no representation with regard to the actual acoustical improvement in the context of the actual building or structure. Likewise, if our products are installed as part of a mold remediation project, there are other factors such as ventilation and moisture control, which will affect the success of the project. In case, it is recommended to seek the advice of mold remediation/prevention expert! Similarly, the customer is advised to evaluate and possibly correct the ventilation in the structure to compensate for the extraordinary air seal provided by insulation products.

Payment

Payment in full is due upon completion of work or as agreed to in the written estimate/ contract at any time. LIFS reserves the right to request payment on any phase completed. A convenience fee of 4% will be added to amounts charged to credit cards. 1.5% per month finance charge on invoices past due 30 days (18% APR). \$30.00 return check fee for all payments returned. LIFS has the right to place a lien on property due to non-payment of monies due and considers this notification of such rights to lien said property according to law. Customer will be liable for all expenses incurred to collect monies due. Contractor shall furnish Customer appropriate release or waivers of lien for all work performed or materials provided after phase or final billing is paid.

Choice of Forum

Customer agrees not to post derogatory comments on the internet or make any written or verbal disparaging or derogatory statements about the company, owner, employees, or sub-contractor to any person or entity, including without limitation, any referral service, federal, state or local government agency, the Better Business Bureau, Angie's List, any boards, current or potential customers of the company. This non-disparagement provision may be enforced by injunction or damages or both as necessary to protect the company's interests. The Customer and Contractor agree that the Municipal or Common Pleas Court of Fairfield County, Ohio shall have sole and exclusive jurisdiction over any disputes arising under this agreement. And shall be governed and construed in accordance with the laws of the State of Ohio.