

# Ashe County

## Staff Report

7/26/2022

### RE: Riverview Roof Repairs

#### Summary:

Attached is a summary of repairs to the roof at the Riverview Gym. The estimates include roof replacement, roof drains, replacement of heaters in the gym and some minor masonry repair that may be necessary.

The estimate in Allison Sullivan's email is from May, and there have been increases in prices:

Statesville Roofing: \$133,810.00

Woods Electric: \$7,500

Plumbing Proposal: \$30,000

Masonry Repairs: \$3,000

Designers Fee Proposal: \$3,000

Total project will be a not to exceed amount of \$185,000. Funds for this project will come from the money set aside from ARP for capital projects.

#### Attachments:

1. Price Quotes
2. Statesville Roofing Quote



Ashe County Administration  
150 Government Cir, Suite 2500  
Jefferson, NC 28640

## Adam Stumb

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**From:** Allison D Kemp-Sullivan <kempad@retired.appstate.edu>  
**Sent:** Tuesday, May 10, 2022 8:22 AM  
**To:** Adam Stumb  
**Cc:** Laura Dye  
**Subject:** Fwd: Riverview Community Center - Revised Partial Roof Replacement Proposal  
**Attachments:** 11775 NC 88 Reroof 2022 May.pdf

⚠ **External Email:** Do not click links or attachments unless you recognize the sender and know the content is safe.

Adam,

As we discussed last week, Statesville Roofing sent a notification of a price increase on roofing materials. I am forwarding the updated quote for the Riverview Community Center roofing project received yesterday. Fortunately, it is not as drastic as expected.

With the plumbing quote from B&G and the updated pricing information attached from the roofing contractor, the total funding request has actually gone down slightly:

### Riverview Community Center Roof Replacement Project *(updated 5-9-2022)*

1. Statesville Roofing Proposal <i>(updated)</i>	131,240
2. Woods Electric Proposal	5,300
3. Plumbing Proposal	26,440
4. Masonry Repair Allowance	3,000
5. Designers Fee Proposal	<u>3,000</u>
<b>Total</b>	<b>\$ 168,980</b>

We are deeply grateful for your help with this project so that we can protect the improvements that have already been accomplished in the gym.

We look forward to the chance to show you and the commissioners the work that is taking place on this end of the county.

Best Regards,

Allison

----- Forwarded message -----

From: **Tea Auton** <[tauton@statesvilleroofing.com](mailto:tauton@statesvilleroofing.com)>

Date: Mon, May 9, 2022 at 11:46 AM

Subject: Fwd: Riverview Community Center - Revised Partial Roof Replacement Proposal

To: Allison Kemp-Sullivan <[kempad@retired.appstate.edu](mailto:kempad@retired.appstate.edu)>

Sent from my iPhone

Begin forwarded message:

**From:** [twilson@statesvilleroofing.com](mailto:twilson@statesvilleroofing.com)

**Date:** May 9, 2022 at 10:24:19 AM EDT

**To:** Tea Auton <[tauton@statesvilleroofing.com](mailto:tauton@statesvilleroofing.com)>

**Subject:** Riverview Community Center - Revised Partial Roof Replacement Proposal

**Troy Wilson**

Project Estimator

Statesville Roofing & Building Restoration, Inc.

P.O. Drawer 1266

Statesville, NC 28687

704-768-8134 (direct line)

704-873-0458 (fax)

[twilson@statesvilleroofing.com](mailto:twilson@statesvilleroofing.com)

[www.statesvilleroofing.com](http://www.statesvilleroofing.com)

*Save a Tree – Print Only When Necessary*



# **Proposal**

## **Partial Roof Replacement**

### **Riverview Community Center**

### **11775 NC Hwy 88**

### **Creston, NC**

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*SRBR Estimate #E220028*

**10 March 2022**

**Revised: 12 July 2022**

**Prepared by**

**Troy Wilson**

**Statesville Roofing & Building Restoration, Inc**

**Phone: 704-768-8134**

**Fax: 704-873-0458**

**Email: [twilson@statesvilleroofing.com](mailto:twilson@statesvilleroofing.com)**

**Submitted to**

**Allison Kemp-Sullivan**

**Riverview Community Center**

**11775 NC Hwy 88**

**Creston, NC 28615**

**Phone: (336) 977-8289**

**Email: [kempad@retired.appstate.edu](mailto:kempad@retired.appstate.edu)**

**Partial Roof Replacement  
Riverview Community Center  
11775 NC Hwy 88  
Creston, NC**

10 March 2022  
Revised: 12 July 2022

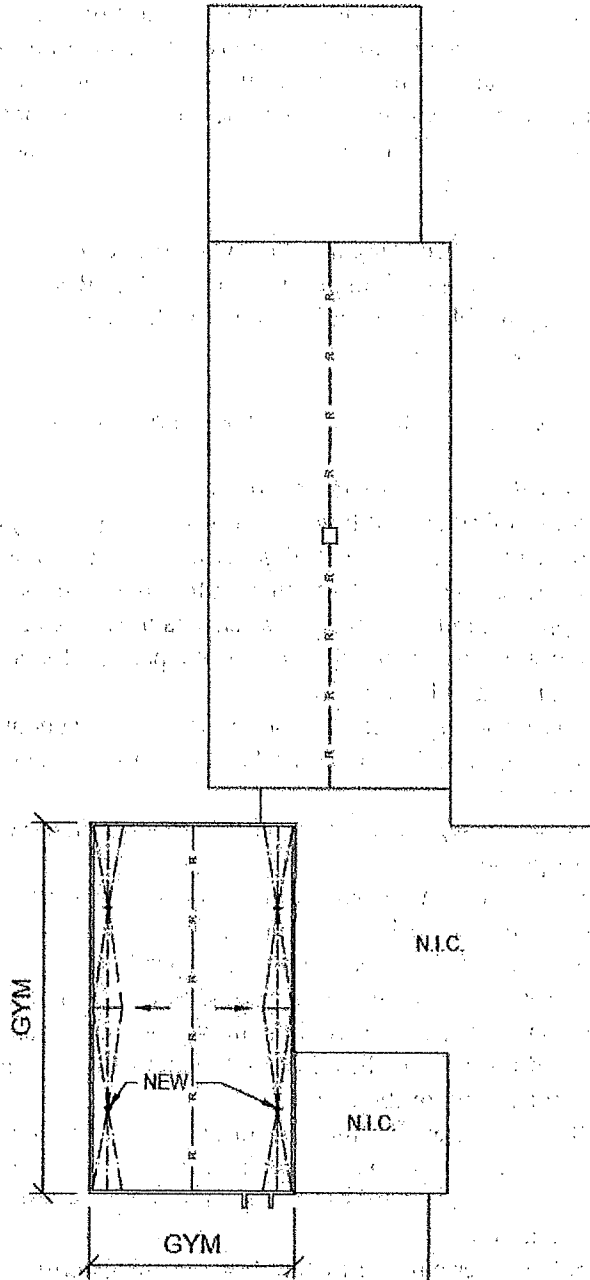


Please reference the attached roof map for area designations.

**Scope of Work:**  
Gym (5,382 square feet)

1. Remove the existing roof membranes and roof insulations to the existing double-tee concrete roof deck. Remove base flashings from the vertical surfaces of parapets and curbed roof penetration. Transport debris from the site for proper disposal.
2. Provide and install two (2) each new 4" cast iron roof drains (see roof map for location). *The owner will responsible for coring the concrete roof deck panels and plumbing below the roof deck.*
3. Install new wood nailer at entire roof perimeter.
4. Apply asphalt primer to the surface of the existing precast concrete roof deck panels.
5. Overlay joints between existing precast concrete roof deck panels utilizing 30# asphalt felt embedded in roofer's cement.
6. Install tapered polyisocyanurate roof insulation over the entire roof area. The tapered roof insulation will have slope of 1/4" per foot (field), 1/2" per foot (crickets). The tapered roof insulation system will have a minimum thickness of 1.5". The new roof insulation will be embedded in continuous applications of asphalt. The roof insulation layers will provide a manufacturer's published "R" value of R=15, at the point of 1" deviation from the minimum thickness (4'-0" from the minimum thickness of the system).
7. Install an adhered roof system utilizing 60 mil thick TPO.
8. Install new base flashing at walls and curbed roof penetrations. The flashing membrane will extend "up and over" the parapet walls. The flashing membrane will be the same material as the field membrane (60 mil TPO). Prior to installation of the flashing membrane, CDX plywood (at walls) or 24 gauge galvanized sheet metal (at curb) will be mechanically attached to the vertical flashing surface to separate the flashing membrane from incompatible residue.
9. Fabricate and install new parapet coping cap, gravel stop and counter flashing. These new sheet metal components will be shop fabricated from 24 gauge Kynar prefinished galvanized. The color will be selected from the manufacturer's standard Kynar color chart.
10. Install factory preformed soil stack flashing boot.
11. Provide a Two (2) year Carolinas Roofing and Sheet Metal Contractor's Association, Inc. Standard Guaranty for work performed by Statesville Roofing & Building Restoration, Inc.
12. Provide a Twenty (20) year labor and material warranty for products provided by the TPO membrane manufacturer.

# Roof Map



## LEGEND

- RIDGE
- VALLEY
- ◆ ROOF DRAIN



## General Notes:

- A. Recent events have significantly affected material availability and pricing across the construction industry.

This Proposal reflects current pricing. Material availability cannot currently be predicted. Given the current volatility and the possibility of future events beyond SR&BR's control, material pricing will be updated at the time SR&BR and the customer enter into a contract. When there is significant escalation in the cost of material, the contract amount will be increased accordingly. A Change Order will be issued for material price increases and associated schedule changes realized after the contract is executed.

A change in price is considered "significant" when the actual cost to SR&BR increases two percent (2%) over the amount originally quoted by SR&BR's supplier for the project. The customer will be responsible for the full amount of the increase, plus tax and any other additional direct cost incurred by SR&BR.

- B. Attachment "A"- General Conditions, is an integral part of this proposal.

- C. This proposal is based on the following conditions:

- a. Statesville Roofing & Building Restoration, Inc. (SRBR) does not practice engineering.
- b. The proposed roofing system will generate both noise and smell. The owner and tenants should be alerted to expect this inherent byproduct of the roof replacement process. Work stoppages, initiated by the owner/tenant, will result in additional charges.
- c. This proposal is contingent upon use of the parking lot, adjacent to the project, for staging, storage and lay-down.
- d. The proposed roofing system is contingent upon acceptance by city, county and state agencies having jurisdiction, as well as the roofing system manufacturer and the owner's insurance provider.
- e. Cutting, bracing, supporting or otherwise modifying the existing roof deck is not included within this proposal.
- f. Possible water entry associated with existing duct work, mechanical equipment or surfaces above base flashing are not addressed.
- g. Disconnection and reconnection of roof top mechanical equipment will be required to facilitate proper installation of the roof membrane and flashing. Disconnection and reconnection of mechanical equipment will be the responsibility of the owner.
- h. Protection of interior finishes, material, equipment and inventory during construction will be the responsibility of the owner.
- i. Statesville Roofing & Building Restoration, Inc. (SRBR) shall not be responsible for damage of the roof system associated with the work of others.
- j. All existing substrates (including wood blocking and sheathing) are assumed to be in reusable condition.
- k. Additional or other work or material that is not specifically identified within this proposal is not included.
- l. Payment and Performance bonds are not included. Pricing is available upon request.
- m. Discovery, testing, containment, removal and/or disposal of asbestos, lead, fungi, bacteria, mold, or any other materials classified as hazardous is not included. With respect to fungi and mold, these hazardous materials may flourish in environments where moisture and warmth are available. Water entry and moisture migration exacerbate conditions for growth of fungi and mold. The work performed by roofing contractors is to repair or replace roofing components or systems that no longer properly function to

restrict water entry. It is therefore reasonable to assume water entry, moisture migration and possibly fungi/mold growth may already be occurring. The Contractor is not responsible for any fungi, mold, or bacterial growth that has occurred or may occur.

- n. This proposal is based on performing all work during normal working hours, Monday thru Friday, 7:00AM until 5:00PM. Work request outside these hours will be subject to premium time charges.
- o. All prices include applicable sales tax on materials. Projects that are not categorized as "Capital Improvement" will be subject to tax on the balance purchase price as well. The owner must execute NCDOR Form E-589C1 (attached) to substantiate that the work described in this proposal is a capital improvement.

**Pricing:**

Statesville Roofing & Building Restoration, Inc. is pleased to offer the work described in this proposal for the sum of **\$ 133,810.00**.

129,810

If you have any questions or comments, please do not hesitate to contact me.

Respectfully,

Tea Auton  
Customer Service Representative  
Statesville Roofing & Building Restoration, Inc.

The recommendations indicated in this report are the intellectual property of Statesville Roofing and Building Restoration, Inc. and are intended solely for use by the Owner in its association with Statesville Roofing and Building Restoration, Inc. Any other use of this report shall be deemed a violation of Statesville Roofing and Building Restoration, Inc.'s intellectual property rights and of all common law copyright privileges which Statesville Roofing and Building Restoration, Inc. has in and to said material.



## ATTACHMENT "A" - GENERAL CONDITIONS

### 1. Warranty:

a) Statesville Roofing & Building Restoration, Inc., hereafter, SRBR, warrants to the Client that the work described herein will be free from defects in material and workmanship. If within one (1) year from date of Substantial Completion of SRBR's Work, or as otherwise mutually agreed upon in writing between SRBR and Client, SRBR receives from the Client prompt written notice that the material or workmanship does not meet such warranties, SRBR will cure, within a reasonable amount of time, weather-permitting, each such defect. **THERE ARE NO OTHER REMEDIES, LIABILITIES (INCLUDING NEGLIGENCE) OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLICABLE TO THE MATERIAL AND/OR SERVICES.** SRBR's sole responsibility and Client's exclusive remedy is limited to repair or replacement as above provided.

### 2. Liability:

- a) SRBR shall not be liable to any party for claims of any kind related to asbestos, lead, fungi or mold, or any other hazardous materials. This Work Authorization does not include testing, removal, or disposal of asbestos or any other materials classified as hazardous.
- b) SRBR shall not be liable to any party for claims of any kind related to Exterior Insulation and Finish Systems (EIFS). This exclusion includes any component associated with EIFS including, but not limited to: accessories, flashings, coatings, sealants, or any other component used with the system for any purpose.
- c) We agree that SRBR shall not be responsible for failure of the Work due to structural defects, damage from other building trades or for failures due to errors in the design of any building element.
- d) Liability or damages associated with water leakage shall be the responsibility of the Client unless caused by SRBR's sole negligence.
- e) Client shall be responsible for any and all property damage and/or bodily injuries (including but not limited to injuries to SRBR's employees) that result from damage to interior and/or exterior underground/overhead/surface mounted/embedded utilities or structures unless caused by SRBR's sole negligence.
- f) SRBR's responsibility for any claims, damages, losses or liabilities arising out its performance of this work, including but not limited to any correction of defects under the Warranty, shall not exceed the cost of the work. In no event shall SRBR be liable for any special, indirect, incidental, consequential, or punitive damages of any character, including but not limited to damages claimed for loss of use of productive facilities or equipment, lost profits, governmental fines or penalties, lost production, or non-operation or increased expense of operation.

### 3. Indemnification:

- a) To the fullest extent permitted by law, SRBR shall indemnify and hold harmless the Client from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of the performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by negligent acts or omissions of SRBR, a SRBR subcontractor, anyone directly employed by them or anyone for whose acts they may be liable.

### 4. Dispute Resolution & Governing Law:

- a) All claims, disputes, and other matters and questions arising out of, or relating to this Contract or any breach which cannot be resolved through negotiation, may be submitted to mediation before the American Arbitration Association. If the dispute is not resolved through mediation, the parties may elect to proceed to binding arbitration before the American Arbitration Association in accordance with the Construction Industry Arbitration Rules then in effect. The prevailing party shall be entitled to recover all costs and reasonable attorney's fees incurred (whether pre-litigation, at mediation, arbitration or trial level and in any appeals.)
- b) This contract shall be governed by the laws of the state where the project is located.

### 5. Mock-ups (if applicable) and finish/color approval:

- a) SRBR will prepare a mock-up based on the specified work scope for each repair item to set the quality and aesthetic standards for repair. Should the desired results not be achieved, further investigation and continued work may necessitate additional costs for the specified repairs. If the client does not approve the mock-up, SRBR reserves the right to terminate the contract and recover all actual, incurred costs in completing the mock-up. The owner's representative will be responsible for approval of the finish and color. An exact match of the existing finish and color should not be anticipated because of aging and fading.

A real property contract is a contract between a real property contractor and another person to perform a capital improvement to real property.

A Owner, Lessee/Tenant, or Real Property Contractor				B Real Property Contractor (General Contractor or Subcontractor) <i>Hired to perform capital improvement</i>			
Address				Address			
City		State	Zip Code	City		State	Zip Code

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Signature of Authorized Person: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

<p><b>C</b> <b>Real Property Contractor</b></p> <p><b>Address</b></p> <p><b>City</b> <b>State</b> <b>Zip Code</b></p>	<p><b>D</b> <b>Real Property Contractor or Subcontractor</b> <i>Hired to perform capital improvement</i></p> <p><b>Address</b></p> <p><b>City</b> <b>State</b> <b>Zip Code</b></p>
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Signature of Authorized Person: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

## Affidavit of Capital Improvement Instructions

Form E-589CI, Affidavit of Capital Improvement, may be issued to substantiate that a contract, or a portion of work performed to fulfill a contract, is a capital improvement to real property and subject to sales and use tax as a real property contract. Generally, services to real property are retail sales of or the gross receipts derived from repair, maintenance, and installation services, unless a person substantiates that a transaction is subject to tax as a real property contract, subject to tax as a mixed transaction contract, or the transaction is not subject to sales and use tax. A "real property contract" is a contract between a real property contractor and another person to perform a capital improvement to real property.

A mixed transaction contract is a contract that includes both a real property contract for a capital improvement and repair, maintenance, and installation services for real property that are not related to the capital improvement. For a mixed transaction contract, if the allocated sales price of the taxable repair, maintenance, and installation services included in the contract is less than or equal to twenty-five percent (25%) of the contract price, then the repair, maintenance, and installation services portion of the contract, and the tangible personal property, digital property, or service used to perform those services, are taxable as a real property contract for sales and use tax purposes.

- A person that issues Form E-589CI is liable for any additional tax due on the transaction in excess of tax paid on purchases pursuant to N.C. Gen. Stat. § 105-164.4H(a), if it is determined that the transaction is not a capital improvement, but rather the transaction is subject to tax as a retail sale.
- A person who receives Form E-589CI from another person, absent fraud or other egregious activities, is not liable for any additional tax on the gross receipts from the transaction if it is determined that the transaction is not a capital improvement.
- Form E-589CI is not an affidavit of tax paid on tangible personal property, or digital property purchased or used to fulfill a real property contract.
- Form E-589CI may not be used to purchase tangible personal property, or digital property exempt from sales and use tax.

### Exceptions from the Issuance of Form E-589CI to Establish a Transaction Is to be Taxed as a Real Property Contract

In lieu of issuing an affidavit of capital improvement, a person may substantiate by other records that a transaction is a real property contract or a mixed transaction contract subject to tax as a real property contract, as discussed above, for a capital improvement to real property. However, where subcontractors are involved, it may be in the best interest of all parties to use Form E-589CI to ensure proper application of the sales and use tax laws.

### Section I. Single Use Instructions

A person may complete "Section I - Single Use" for a one time use to substantiate that a transaction is a real property contract for a single capital improvement to real property and subject to sales and use tax as a real property contract. When a real property contractor hires a subcontractor to perform a portion of the overall real property contract and there is not a recurring business relationship between the two parties (when a period of no more than twelve months elapse between transactions between two parties), "Section I - Single Use" may be completed and the form issued to the subcontractor as notice that the transaction is subject to sales and use tax as a real property contract.

The following scenarios are for reference to assist a person to complete and issue Form E-589CI. The scenarios presented are not intended to cover all possible uses of the form.

A property owner oversees the entire activity to real property that is a real property contract for a capital improvement to real property. The property owner hires various subcontractors to complete the real property contract or portions thereof:

- **Box A - Owner, Lessee/Tenant or Real Property Contractor:** Enter property owner's name and address.
- **Box B - Real Property Contractor (General Contractor or Subcontractor):** Enter a single subcontractor's name and address.
- Owner listed in Box A must describe the real property contract activity to be performed.
- Owner listed in Box A must enter the project address (if different than the address entered in Box A).
- Authorized Person (owner) signs, enters title (owner), enters the date, and issues to the person listed in Box B.

A property owner hires a general contractor to oversee the entire activity to real property that is a real property contract for a capital improvement to real property. The general contractor hires a subcontractor to perform the real property contract, or portion thereof:

- **Box A - Owner, Lessee/Tenant or Real Property Contractor:** Enter general contractor's name and address.
- **Box B - Real Property Contractor (General Contractor or Subcontractor):** Enter subcontractor's name and address.
- General contractor listed in Box A must describe the real property contract activity to be performed.
- General contractor listed in Box A must enter the project address.
- Authorized Person (general contractor) signs, enters title (general contractor), enters the date, and issues to the person listed in Box B.

A lessee/tenant hires a general contractor for the installation of equipment that is to be attached to real property and will be depreciated under the Internal Revenue Code:

- **Box A - Owner, Lessee/Tenant or Real Property Contractor:** Enter lessee/tenant's name and address.
- **Box B - Real Property Contractor (General Contractor or Subcontractor):** Enter general contractor's name and address.
- Lessee or tenant listed in Box A must describe the capital improvement to be performed and indicate the equipment will be depreciated under the Internal Revenue Code.
- Authorized Person (typically lessee or tenant) signs, enters title (lessee or tenant), enters the date, and issues to the person listed in Box B.

### Section II. Blanket Use Instructions

A real property contractor may complete "Section II - Blanket Use" and issue the form to another real property contractor (subcontractor) who is used exclusively to perform part, or all, of real property contracts with respect to capital improvements to real properties, where the parties have a recurring business relationship (when a period of no more than twelve months elapse between transactions between two parties). A blanket use affidavit continues in force so long as the real property contractor named in "Box C" and the real property contractor (subcontractor) named in "Box D" maintain a recurring business relationship or until the affidavit is withdrawn or otherwise notified by the issuer of the form.

The blanket use will generally apply for the following: (1) a builder who hires the same contractor(s) only for new construction; (2) a real property contractor who hires the same subcontractor(s) only for reconstruction; (3) a real property contractor who hires the same subcontractor(s) for remodeling or renovation and the activities performed by the subcontractor(s) for the other party are never repair, maintenance, and installation services for real property based on the contract or agreement between the parties; and (4) a real property contractor who exclusively hires the same subcontractor(s) to perform part, or all, of its real property contracts for capital improvements to real properties.

A general contractor or subcontractor hires a subcontractor that will replace the complete electrical wiring in all renovated homes:

- **Box C - Real Property Contractor:** Enter the hiring real property contractor's name and address.
- **Box D - Real Property Contractor (General Contractor or Subcontractor):** Enter the hired subcontractor's name and address.
- Authorized person listed in Box C signs, enters title, enters the date, and issues to the person listed in Box D.