

Concept Construction Services, Inc.

9 East 38th Street
10th Floor
New York, N.Y. 10016

Phone: 212 696 1023
Fax: 212 696 0955

PURCHASE ORDER

No. 28

TO: Roofing Projects .Com
65 Broad Street
2nd Floor Rear
Stamford, CT 06901

DATE: 3/3/2008
PROJECT: DRT Phase I
JOB: CSIJ06-030

ATTN: Tom Sweeney

COMPLETED:

WORK AT

365 South Randolphville Road
Piscataway .N.J.

BILL TO

Concept Construction Services, Inc.
9 East 38th Street
10th Floor
New York, N.Y. 10016

TERMS:

Net 30 Days

SHIP VIA:

FBO

DESCRIPTION:

Without restricting the generality of work which shall be performed within the contract scope & contract value ,it is clearly understood & agreed that this Subcontractor shall provide all supervision,labor ,material ,trucking,hoisting ,ladders ,scaffolding,equipment (as noted on contract documents) power hook ups,protection ,shop drawings,engineering ,submittal cuts,layout ,permits ,& insurance ,necessary for the furnishing & installation of all specified and related work contained herein ,in accordance with the "Contract Documents" (Drawings,specifications & addenda) , all of which will become a part of this contract .

The scope of work shall include , but not be limited to ,all the work in the following Drawings and Specification Sections as listed on Exhibit B.

The Subcontractor is also responsible for examining all of the documents listed in "Exhibit B" which is annexed to this agreement,and all other items related to this subcontractors work and called for in these documents ,all of which shall support the definition of this subcontractor's responsibilities .

In addition to the above Drawings and Specifications ,this subcontractors work shall include but not be limited to the following items ,clarifications and/or modifications .

1.Furnish & install all work necessary for a complete and fully operational Roofing System including the following :

a.Temporary roofing for areas removed during demolition ,including maintenance .Removal of all existing roofs ,flashing & skylights in an organised & sequenced manner

b. Legal disposal of existing roofing membranes .Reworking of existing roof drains per roofing consultants directive .

c.Maintenance of existing building integrity .

d.New Roof & insulation per local & state codes & per contract documents .Any deviations from contract documents shall be identified to the Engineer & roofing consultant .

e.Coordination & rigging of all equipment & supplies .

f.New flashings for existing copings & wall details for perimeter elevations .

g.All filings with authorities having jurisdiction inclusive of permits,permit pickup & filing fees for all pertinent work .The base Building Permit fee will be paid for by the OWNER .

h.All pitch pockets for raceways/conduits/stub ups for tenant data/communication/security/bms as specified on contract documents .36 Pitch pockets for structural steel columns.18 pitch pockets for Chilled water piping & conduit raceways for chiller piping & power .Maintenance & removal of gas vent lines

j.Not used

k. All layout for skylight removal & installation of replacement Q decking .

1. Provide all ancillary devices, hangers, & fasteners for a first class stand alone roofing system.
- m. Provide & maintain all OSHA fall protection for roof opening & edge of roof.
- n. Provide a detailed phasing plan showing milestone schedules for completion of specific roofing areas.
- o. Provide a detailed staging plan for placement of temporary facilities, dumpsters & equipment storage.
- p. Provide installation all lightning protection devices to roof as indicated on the contract documents for the roof. Identify & coordinate all work with Concept CSI.
- q. Unload, inspect, rig, set in place all equipment in an orderly manner. Identify in a timely fashion any defects in building envelope.
2. Disconnection, removal, reinstallation & re connection of all items and appurtenances as required to facilitate the installation of the new insulation & roofing.
3. Provide all necessary wall and floor penetrations as required to facilitate the roofing work.
4. Provide all patching of Q decking and fire stopping as required through parapet walls & decking.
5. Provide all cutting, chipping, grinding etc as required to perform this scope of work.
6. Provide all scaffolding, rigging, hoisting transporting etc as required to perform work scope.
7. Provide all necessary protection of existing construction while transporting and installing new equipment & material, & while removing and disposing of existing equipment.
8. Roofing Contractor will be responsible for clean up of debris generated from their work at the end of each work day. Local containers for debris will be provided & removed by Roofing Contractor.
9. Provide temporary protection to adjacent surfaces which may be affected by any roofing work.
10. Provide all necessary supervision to perform this scope of work in strict compliance to the project schedule, contract documents, specifications, and directives of Concept CSI. All work and deliveries are to be scheduled with Concept CSI site Superintendent. The Project schedule will be adjusted based upon actual committed to delivery dates for Owner Supplied equipment.
11. Roofing Contractor is aware that all deliveries must be in accordance with the Building Rules & Regulations. At the end of each work period Roofing Contractor is solely responsible to leave all areas affected by their work in a neat & orderly manner.
12. Concept CSI does not guarantee continuity of the work for the project. Close coordination is required with all trades & Concept CSI site superintendent so as to avoid downtime.
13. Roofing Contractor shall provide an acceptable Insurance Certificate per the requirements stated elsewhere in this contract prior to commencing any site presence and shall maintain on file with Concept CSI a current certificate for the full duration of the project as defined by Concept CSI.
14. Roofing shall provide Concept CSI within five(5) working days from receipt of this purchase order all required documentation inclusive off, but not limited to the following;
 - a. Certificate of insurance including endorsements.
 - b. All required technical submittals inclusive of shop drawings, catalog cuts, technical data, calculations samples etc. In the event time will not allow, a schedule showing proposed submissions will suffice.
 - c. Draft Schedule of values on the AIA G703 form.
15. Roofing Contractor shall furnish all tests, inspections and sign off's in accordance with the contract documents, State requirements and local municipalities having jurisdiction over their work scope.
16. Roofing Contractor shall submit all requests for information in writing.
17. Roofing Contractor shall not proceed with any additional work without prior written authorization from Concept CSI Project manager (either T & M or lump sum). Any additional work put in place without prior written authorization is solely at the risk of the sub contractor.
18. Failure to comply within three(3) business days of Concept CSI written notification to repair or replace defective work, increase manpower or accelerate progress is grounds for termination of this contract.
19. All work shall be in accordance with the attached list of drawings & specifications.
20. Roofing Contractor shall attend all sub contractor and other meetings as requested by Concept CSI.
21. Roofing Contractor shall adhere to project schedule; if it is determined that the sub contractor is behind

schedule, Roofing Contractor shall either increase the work force or work overtime as required to maintain the project schedule. Time is of the essence.

22. Roofing Contractor shall at all times work in harmony with all other trades and coordinate their work with Concept CSI field personnel and other subcontractors who interface with their work.

23. Roofing Contractor is solely responsible for labor relations pertaining to the Roofer's Local. The execution of work shall be performed using Union Labor.

24. All work shall be in accordance with all applicable Local, State & Federal regulations (even if not referenced in Contract Documents)

25. Contract value is inclusive of all applicable sales & use taxes.

26. Roofing Contractor shall provide a pencil copy of their monthly requisition by the 24th of each month for work projected to be completed by month's end. Failure to provide requested documentation or proper reports will result in automatic rejection of the requisition, and the deferral of processing associated payment until the next requisition period when all proper documentation is received.

27. Provide all required close out documents, guarantees, & warranties when requested. Final retainage payment will not be released until the following are in place. Base contract will be 10% retainage until the project is at 75% when the retainage will be reduced to 5%.

a. Sign off of work by the Owner, Architect, Engineer, Owners Representative, and Concept CSI.

b. As built drawings and O&M manuals.

c. All testing & inspection reports.

d. Warranty & Guarantee.

e. All other items listed in construction documents.

28. Concept CSI will provide 1 complete set of contract documents. Electronic files will also be made available. Additional copies will be as a pass through cost to Unity Electric.

29. Roofing Contractor will keep all entrances & egress pathways clear at all times.

30. No radio playing, smoking or interaction with Building Tenants is permitted. Proper attire must be maintained at all times (work boots, shirt & pants). Violators will be subject to dismissal from the project. No personnel representing Roofing Contractor shall engage the Owner/Tenant/Client in direct communications which have not been specifically sanctioned by Concept CSI.

31. Roofing Contractor is responsible to conduct "Tool Box Safety Meetings" on a weekly basis. Concept CSI site Superintendent shall be advised of all meetings and shall attend at their discretion.

32. Roofing Contractor acknowledges that time is of the essence; therefore all work shall be performed in accordance with the baseline schedule as developed by Concept CSI and as amended from time to time by Concept CSI to ensure an overall general conformance to the attached schedule. Roofing Contractor also understands that in order to accomplish conformance to the aforementioned schedule including intermittent milestones, it may be required to work manpower & equipment overtime on regular weekdays, & on Saturdays, Sundays & Holidays; the cost of which is in the Contract price. Roofing Contractor shall pay the costs of standby trades provided such overtime is required due to subcontractors failure to maintain schedule. It is understood and agreed that the procurement of Saturday, Sunday, or Holiday work permits and/or after hours permits if required, shall be obtained by Concept CSI, however all costs associated with obtaining the necessary permits shall be charged to Unity Electric.

33. Roofing Contractor shall obtain all field measurements & perform all due diligence necessary to facilitate the proper fabrication of their work to accommodate existing field conditions. Roofing Contractor shall be solely responsible to coordinate the sizing & other details of their installations with all interfacing installations of other sub contractors.

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34. All deviations from the design documents which are necessary to facilitate to existing conditions or for any other reason shall be brought to Concept CSI's attention in writing, in a manner which Concept CSI deems as acceptable for presentation & consideration by the Owners's Representative. Under no circumstances shall Roofing Contractor execute any deviations to the Contract Documents without prior written authorization from Concept CSI. Roofing Contractor shall be responsible for all time impacts associated with any failure to timely orchestrate the requirements for seeking approval of any deviation, and when necessary to also allow time for The Owner's Representatives acceptance or other determinations. Furthermore the Roofing Contractor shall be solely responsible for correcting all work to the satisfaction of Concept CSI and the Owners's Representative which has been executed without accommodating all requirements for such prior sign off's.
35. Roofing Contractor shall take special care in stacking their material so as not to overload any component of the structure.
36. Roofing Contractor shall comply with all legal regulations, including OSHA Safety Regulations and the Regulations of the City, State, Federal Government or other authorities concerning their work. Where there is any conflict in any provision, the more stringent shall apply. Roofing Contractor shall give all notices and comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work. If Roofing Contractor performs any work that is contrary to such requirements, they shall be solely responsible to make any changes to comply therewith and bear all costs arising there from.
37. Should any questions of Union jurisdiction arise, Roofing Contractor shall immediately take steps to settle such disputes and will use such labor as may be determined to have jurisdiction at no additional cost to this contract. Should Roofing Contractor fail to take expeditious action, they will be responsible for any time lost because of delays arising from such a dispute.
38. Roofing Contractor has examined the site and the Contract Documents and has reviewed with Concept CSI the designated areas of access, delivery and storage available for their work. Roofing Contractor agrees that such areas are satisfactory and sufficient for their needs.
39. Roofing Contractor shall designate a competent individual from its employ to act as a Safety manager. Roofing Contractor will conduct weekly Job Safety meetings on a regular basis and a new employee safety Orientation as required for its own personnel. It is the responsibility of the subcontractor to institute a drug & safety alcohol program on its on site employees. Drugs & alcohol (including beer) use on site will not be tolerated. Any on site employee who is found to be under the influence of, or ingesting drugs or alcohol must be removed immediately from the site.
40. Roofing Contractor will perform a water test commissioning of all new systems in the Presence of the designated Owners' representative, Engineer & Concept CSI.
41. Should a discrepancy exist between any of the contract documents the greater the quality, quantity or costs shall prevail.
42. Roofing Contractor Shall maintain records of on site manpower & material.

Unit Cost:	\$0.00
Unit Tax:	\$0.00
Total:	\$0.00

Contracted By:
Roofing Projects .Com

Signed: _____
By: Tom Sweeney
Date: _____

Contracted By:
Concept Construction Services, Inc.

Signed: _____
By: Micheal Nicholson
Date: _____