

#7R1359-1  
HEAT, Ltd.  
Recess Order Response  
EXHIBIT 1



# Standard COLORS and COATINGS

PERMACOLOR 3500 Full Strength 70% Kynar 500®/Hylar 5000®

All colors available in Galvalume and Aluminum (.032", .040" & .050").



SUNNET BLUE



HARTFORD GREEN



DARK BRONZE



MANSARD BROWN



BURGUNDY



ROYAL BLUE



FOREST GREEN



MATTE BLACK



MEDIUM BRONZE



COLONIAL RED

## PERMAMETALLICS 3500\*



METALLIC COPPER



CHAMPAGNE



PACIFIC BLUE



EVERGLADE MOSS



CHARCOAL GRAY



SIERRA TAN



PREWEATHERED GALVALUME®

\*Premium priced paint systems.



DEEP RED



SLATE BLUE



PATINA GREEN



SLATE GRAY

## MILL FINISH



GALVALUME-PLUS®



SANDSTONE



TERRA COTTA



BONE WHITE



HEMLOCK GREEN

## GABLED ROOF FINISH



To view current SRI values,  
please visit the Englert website.

Colors shown are close to actual finishes however, due to the limitations of printing processes, slight variations may exist. Please contact Englert for actual color chips before ordering.



DOVE GRAY

STONE WHITE





SCANNER

**I. INTRODUCTION**

Englert, Inc., Perth Amboy, New Jersey, (hereinafter referred to as "Englert") hereby offers the following paint finish warranties and base metal warranties to only the original and first owner(s) of the project and/or building where Englert's coil and flat stock is used for formed roofing, fascia, mansard, wall panels, siding and soffit applications (hereinafter to be referred to as "Product"). The warranted paint systems will be the PermaColor 2000, PermaMetallic 2000, PermaColor 3500 ULTRA-Cool® low gloss, and PermaMetallic 3500 ULTRA-Cool® low gloss paint colors which is comprised of a full-strength 70% Kynar 500®/Hylar 5000® Fluorocarbon. Aluminum will only be offered as a pre-painted product. Galvalume® will be offered in pre-paint, as a passivated mill finish, or as an acrylic coated mill finish product in both AZ55 or AZ50 coating weights. Englert warrants that its Products, upon delivery, will be free from defects, excluding any freight damage. (The term "the material will be free from defects" does not include waviness present in the flat/plane areas of Englert's product, due to inconsistency in the metal making process and uneven substrates over which the product is applied, which the industry has accepted as being prevalent and normal.) Waviness shall not be a cause for a claim under this or any other warranty.

**II. GENERAL INFORMATION**

This warranty covers three separate and distinct products as outlined below:

**1. Pre-painted Aluminum Warranty**

- When Pre-painted Aluminum materials are installed on a property that is located over one-half mile from the seacoast, salt water, or brackish water, Englert will offer a 30-year limited warranty on PermaColor 2000 paint colors, a 35-year limited warranty on PermaColor 3500 ULTRA-Cool® low gloss paint colors, a 30-year limited warranty on PermaMetallic 2000 paint colors, and a 35-year limited warranty on PermaMetallic 3500 ULTRA-Cool® low gloss paint colors.
- When Pre-painted Aluminum materials are installed on a property that is located within one half mile from the seacoast, salt water, or brackish water, Englert will offer a 25-year limited warranty on PermaColor 2000 paint colors, PermaColor 3500 ULTRA-Cool® low gloss paint colors, PermaMetallic 2000 paint colors, and PermaMetallic 3500 ULTRA-Cool® low gloss paint colors.

**2. Pre-painted Galvalume® Warranty**

- When Pre-painted Galvalume® materials are installed on a property that is located over one-half mile from the seacoast, salt water, or brackish water, Englert will offer a 25-year limited warranty on the Galvalume®, a 30-year limited warranty on PermaColor 2000 paint colors, a 35-year limited warranty on PermaColor 3500 ULTRA-Cool® low gloss paint colors, a 30-year limited warranty on PermaMetallic 2000 paint colors, and a 35-year limited warranty on PermaMetallic 3500 ULTRA-Cool® low gloss paint colors.
- When Pre-painted Galvalume® materials are installed on a property that is located within one half mile from the seacoast, salt water, or brackish water, Englert does not offer any warranty for any period of time on pre-painted Galvalume®.

**3. Mill Finish Galvalume® Warranty**

- When Mill Finish Galvalume® materials are installed on a property that is located over one-half mile from the seacoast, salt water, or brackish water, Englert will offer a 25-year warranty on an AZ55 coating weight on the base metal and a 20-year warranty on an AZ50 coating weight on the base metal.
- When Mill Finish Galvalume® materials are installed on a property that is located within one-half mile from the seacoast, salt water, or brackish water, Englert does not offer any warranty for any time period on the mill finish Galvalume®.

**III. ENGLERT, INC.'S 30-YEAR AND 35-YEAR PERMACOLOR 2000 / 3500 AND PERMAMETALLIC 2000 / 3500 PAINT FINISH WARRANTY**

This portion of the warranty applies to the paint finish as outlined below. The Galvalume® base metal is covered in Section IV.

The paint finish on Englert's PermaColor 2000 / 3500 and PermaMetallic 2000 / 3500 is comprised of a full-strength 70% Kynar 500®/Hylar 5000® fluorocarbon paint which will not:

- A. Chip, crack, check, or peel. (These terms shall not mean deviations to the paint finish as a result of exposed raw edges, or as a result of roll-forming, embossing, and end cutting of Product, which may occur in and during proper fabrication of the Product.)
- B. Chalk in excess of eight (8) numerical ratings, when installed 0 degrees to 86 degrees from vertical, when measured in accordance with the standard test procedures as specified under ASTM D4214-89.
- C. Fade in excess of five (5) E Units (NBS), when installed 0 degrees to 86 degrees from vertical, measured on exposed painted surfaces which have been cleaned of external deposits, as determined under ASTM D-2244-85, Paragraph 6.3. Color change shall be measured on an exposed, painted surface that has been cleaned or surface soils and chalk, and the corresponding values measured on the original or unexposed, painted surface, equally exposed to the sun and elements.

This paint finish warranty applies only to Englert's pre-painted coils and flat stock in steel or aluminum used for formed roofing, fascia, mansard, wall panels, siding, and soffit applications and only to Product erected within the Continental United States and has been exposed to normal atmospheric conditions. This warranty does not apply to product exposed at any time to corrosive or aggressive atmospheric conditions, including, but not limited to:

- 1. Areas subject to salt-water marine atmospheres or to spraying of either salt or fresh water. (Except pre-painted aluminum.)
- 2. Areas subject to fallout or exposure to corrosive chemicals, fumes, ash, cement dust, animal waste or its decomposition by-products, carbon black, or fallout from copper, lead, salt, nickel or silver mining or refining operations.
- 3. Areas subject to lead run-off from lead or copper flashing or piping or areas in contact with lead or copper.
- 4. Conditions/circumstances where corrosive fumes or condensates are generated or released inside the building.

This warranty **DOES NOT APPLY** in the event of:

- 1. Bends less than 4T inside bend diameter for all coil and flat stock thicknesses.
- 2. Roof or sections of the roof flatter than 1/4:12 slope.
- 3. Mechanical, chemical, or other damage sustained during shipment, storage, forming, fabrication, or during or after erection including damage caused by walking on the roof.
- 4. Forming which incorporates severe reverse bending or which subjects the coating to alternate compression and tension.
- 5. Failure to provide free drainage of water, including internal condensation, from overlaps and all other surfaces of the sheets or panels.
- 6. Any form of moisture entrapment resulting from, but not limited to, the improper handling, fabrication and/or installation of the product. **Moisture entrapment due to the improper handling, fabrication, and/or installation of the product may cause product failure.**
- 7. Failure to remove debris from overlaps and all other surface of the sheets or panels.
- 8. Damage caused to the metallic coating by improper forming (including, but not limited to, roll forming, press braking or embossing) or scouring or cleaning procedures.
- 9. Deterioration of the panels caused by contact with green or wet or pressure-treated lumber, or wet storage stain caused by water damage or condensation.
- 10. Presence of damp insulation, soil, vegetation, cement, or other corrosive materials in contact with or in close proximity to the sheets or panels.
- 11. Deterioration to the panels caused directly or indirectly by panel contact with fasteners or by overdriving the fasteners so as to damage the panel. Selection of suitable long-lasting fasteners to be used with aluminum and Galvalume panels rests solely with the Buyer. Fasteners are to be electrically insulated from the panel surface (e.g., with elastomeric grommets) to prevent dissimilar metal contact.
- 12. Failures caused by acts of God, falling objects, external forces, hurricanes, explosions, fires, riots, civil commotions, acts of war, terrorist acts or radiation.
- 13. The installation of any unapproved fixture, attachment, device, equipment, accessory, or appurtenance to, upon, or through the Product, including but not limited to, snow guards, lightning protection, solar panels, or communications devices. Englert reserves the sole and exclusive right to approve the installation of any such fixture, attachment, device, equipment, or accessory. This approval shall be in writing and must be signed by an authorized officer of Englert.
  - a. Regardless of any installation approval by Englert, any Product failure caused by, arising from, or relating to the installation of any such products or devices as listed above voids this warranty.

The limited warranty does not extend to, or cover: (a) any damage to the coating system caused by the installation of the photovoltaic cells laminates; (b) any damage to coating system caused by removal of the photovoltaic cells laminates; (c) any differential fade or chalk caused by removal of, differential shielding by or reflection of light by the photovoltaic cells laminates; (d) damage, discoloration, differential fade or chalk due to run off from the photovoltaic cells

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EXHIBIT 2



laminates as a result of cleaning, rain, etc.; (e) any damage caused by water entrapment by the photovoltaic cells laminates; or (f) any deficiency in the cleaning, photovoltaic cells laminates pretreatment, or failure of the photovoltaic cells laminates for any reason. This limited warranty will only extend to, or cover applications of photovoltaic cells laminates where the photovoltaic cells laminates are applied over profiles where there are no panel ribs or where striations are either absent or are less than or equal to 15 degrees.

On preprinted aluminum product located less than a half mile from a seacoast, salt water, or brackish water, annual maintenance must be performed by the owner(s) including annual "sweet water" (fresh tap water) rinse in accordance with AAMA 610, 1-1979 (copy available upon request). It will be the owner's responsibility to maintain records to demonstrate this maintenance has occurred and such records must be produced to Englert upon request. Failure of the owner to produce the maintenance records upon request will void the warranty and Englert shall have no further obligation under the warranty. The Product must not be cleaned with abrasive or chemical cleaners. The use of any such cleaners will void the warranty and Englert shall have no further obligation under the warranty.

This paint finish warranty is strictly limited to the Product as outlined herein and shall not apply to failures, leaks, or consequential damages caused by application of the Product. This paint finish warranty is offered to the original owner(s) only, who is the registered purchaser of the Product, and is not transferable or assignable. Englert expressly precludes others from claiming, representing, or implying that this paint finish warranty extends to or is available to anyone other than the original and first owner(s). It is the responsibility of the building owner(s) to maintain such identification records for purposes of exercising the rights under this paint finish warranty throughout the duration of the paint finish warranty period.

All claims must be submitted in writing to Englert within the paint finish warranty period and within thirty (30) days after discovery of the claimed defect. Failure to timely submit a claim shall constitute a material breach of the Warranty and Englert will not provide any coverage under this for any claim that is not submitted within the thirty (30) day time period. The claim must describe the defect and refer to the paint finish warranty, date of issuance, and include the name of the contractor and invoice of purchase. Englert will then examine the Product or cause it to be examined. If after inspection by Englert it is determined that the claim is valid and in accordance with the terms of the Warranty, Englert agrees at its option to repair or replace the defective Product.

Englert will assume 100% of the cost of refinishing or replacing Product on a non-prorated basis for 25-years, 30-years, or 35-years (in accordance with the applied warranty as outlined in Section I) from the date of installation. The basis for computing cost of refinishing or replacing Product shall be at the current market price. Englert will have sole discretion as to whether the Product is to be refinished, or replaced. If Englert determines that refinishing is the appropriate measure to be taken, then the building owner(s) shall extend a license to Englert or to any of its authorized representatives or contractors to proceed with uninterrupted work for such refinishing. The building owner(s) shall indemnify and hold Englert or any of its agents, authorized representatives, or contractors, harmless from any damages or claims arising out of or connected with such refinishing, provided that such indemnification shall not extend to acts of negligence by Englert, its agents, employees, authorized representatives or contractors.

In the event replacement of Product is deemed necessary by Englert, it shall mean and is limited to Englert furnishing replacement Product only, F.O.B. Perth Amboy, New Jersey. The term "replacement" does not include labor costs of Product removal, fabrication, or installation. The refinished or replaced product shall be warranted for the unexpired term of the original warranty. This paint finish warranty does not confer upon the owner(s) the right to refinish, restore, repair, or replace Product without a written authorization executed by a duly authorized officer of Englert. Any restoration, refinishing, repairing, or replacement of Product not authorized in writing by a duly authorized officer of Englert shall result in this warranty becoming null and void.

#### IV. ~~ENGLERT, INC.~~ **ENGLERT, INC. LIMITED 20 or 25-YEAR GALVALUME® BASE METAL WARRANTY**

This portion of the warranty applies to the base metal of Galvalume® as outlined below. The paint finish is covered in Section III.

Englert offers the following base metal warranty on Galvalume® (AZ50 or AZ55) to the original and first owner(s). Englert warrants that the base metal of Galvalume® will not rupture, fail structurally, or perforate due to exposure to normal atmospheric conditions, if erected within the Continental United States. Visual or cosmetic variations caused by weathering of mill finish Product or variations in spangle are specifically excluded from this base metal warranty. The Product shall be free from material defects, excluding any freight damage. This warranty shall commence from the date of the completion of the installation of all of the Product at the project. The warranty shall apply for the following time periods:

- A. 25-years on preprinted Galvalume® AZ50 or AZ55 coating weight or Galvalume Mill Finish passivated AZ55 or Galvalume Mill Finish Acrylic Coated AZ55 coating weight, **excluding product that is installed less than half a mile from the seacoast, salt water or brackish water.** The warranty does not apply for product installed less than a half mile from the seacoast, salt water, or brackish water.
- B. 20-years on Galvalume Mill Finish passivated AZ50 or Galvalume Mill Finish Acrylic Coated AZ50 coating weight, **excluding product that is installed less than half a mile from the seacoast, salt water or brackish water.** The warranty does not apply for product installed less than a half mile from the seacoast, salt water or brackish water.

This warranty **DOES NOT APPLY** to coil and flat stock exposed at any time to corrosive or aggressive atmospheric conditions, including, **BUT NOT LIMITED TO:**

1. Areas subject to salt-water marine atmospheres or to spraying of either salt or fresh water.
2. Areas subject to fallout or exposure to corrosive chemicals, fumes, ash, cement dust, animal waste or its decomposition by-products, carbon black, or fallout from copper, lead, salt, nickel or silver mining or refining operations.
3. Areas subject to water run-off from lead or copper flashings or piping or areas in contact with lead or copper.
4. Conditions/circumstances where corrosive fumes or condensates are generated or released inside the building.

This warranty **DOES NOT APPLY** in the event of:

1. Bends less than 4T inside bend diameter for all coil and flat stock thicknesses.
2. Roof or sections of the roof flatter than 1/4:12 slope.
3. Mechanical, chemical, or other damage sustained during shipment, storage, forming, fabrication, or during or after erection including damage caused by walking on the roof.
4. Forming which incorporates severe reverse bending or which subjects the coating to alternate compression and tension.
5. Failure to provide free drainage of water, including internal condensation, from overlaps and all other surfaces of the sheets or panels.
6. Any form of moisture entrapment resulting from, but not limited to, the improper handling, fabrication and/or installation of the product. **Moisture entrapment due to the improper handling, fabrication, and/or installation of the product may cause product failure**
7. Failure to remove debris from overlaps and all other surface of the sheets or panels.
8. Damage caused to the metallic coating by improper forming (including, but not limited to, roll forming, press braking or embossing) or scouring or cleaning procedures.
9. Deterioration of the panels caused by contact with green or wet or pressure-treated lumber, or wet storage stain caused by water damage or condensation.
10. Presence of damp insulation, soil, vegetation, cement, or other corrosive materials in contact with or in close proximity to the sheets or panels.
11. Deterioration to the panels caused directly or indirectly by panel contact with fasteners or by overdriving the fasteners so as to damage the panel. Selection of suitable long-lasting fasteners to be used with Galvalume panels rests solely with the Buyer. Fasteners are to be electrically insulated from the panel surface (e.g., with elastomeric grommets) to prevent dissimilar metal contact.
12. Failures caused by acts of God, falling objects, external forces, hurricanes, explosions, fires, riots, civil commotions, acts of war, terrorist acts or radiation.
13. The installation of any unapproved fixture, attachment, device, equipment, accessory, or appurtenance to, upon, or through the Product, including but not limited to, snow guards, lightning protection, solar panels, or communications devices. Englert reserves the sole and exclusive right to approve the installation of any such fixture, attachment, device, equipment, or accessory. This approval shall be in writing and must be signed by an authorized officer of Englert.
  - a. Regardless of any installation approval by Englert, any Product failure caused by, arising from, or relating to the installation of any such products or devices as listed above voids this warranty.

The limited warranty does not extend to, or cover: (a) any damage to the coating system caused by the installation of the photovoltaic cells laminates; (b) any damage to coating system caused by removal of the photovoltaic cells laminates; (c) any differential fade or chalk caused by removal of, differential shielding by or reflection of light by the photovoltaic cells laminates; (d) damage, discoloration, differential fade or chalk due to run off from the photovoltaic cells laminates as a result of cleaning, rain, etc.; (e) any damage caused by water entrapment by the photovoltaic cells laminates; or (f) any deficiency in the cleaning, photovoltaic cells laminates pretreatment, or failure of the photovoltaic cells laminates for any reason. This limited warranty will only extend to, or cover applications of photovoltaic cells laminates where the photovoltaic cells laminates are applied over profiles where there are no panel ribs or where striations are either absent or are less than or equal to 15 degrees.



This limited base metal warranty applies only to Product used for formed roofing, fascia, mansard, wall panels, siding, and soffit applications and only to Product erected within the Continental United States which have been exposed to normal atmospheric conditions. It does not apply to Product that has been exposed to corrosive or aggressive atmospheric conditions, as defined and described above.

This base metal warranty is strictly limited to the Product as identified above and shall not apply to failures, leaks, or consequential damages caused by application of the Product. This base metal warranty is offered to the original owner(s) only, who is the registered purchaser of the Product, and is nontransferable or assignable. Englert expressly precludes others from claiming, representing or implying that this warranty extends to or is available to anyone other than the original and first owner(s). It is the responsibility of the owner(s) to maintain such identification records for purposes of exercising the rights under this base metal warranty throughout the duration of the base metal warranty period.

All claims must be submitted in writing to Englert within the base metal warranty period and within thirty (30) days after discovery of the claimed defect. Failure to timely submit a claim shall constitute a material breach of the Warranty and Englert will not provide any coverage under this for any claim that is not submitted within the thirty (30) day time period. The claim must describe the defect and refer to this base metal warranty number and the date of issuance, and to include the name of the contractor and invoice of the purchase. Englert will then examine the Product or cause it to be examined. If, after inspection, it is determined by Englert that the claim is valid in accordance with the terms of the base metal Warranty, Englert agrees, at its option, to repair or replace the defective Product. Englert will assume 100% of the cost of repairing or replacing Product for 25-year metal limited warranty for prepainted Galvalume AZ55 and AZ50 with a 30-year limited warranty on the PermaColor 2000 paint colors, a 35-year limited warranty on PermaColor 3500 ULTRA-Cool® low gloss paint colors, a 30-year limited warranty on PermaMetallic 2000 paint colors, and a 35-year limited warranty on PermaMetallic 3500 ULTRA-Cool® low gloss paint colors.

A limited base metal warranty of 25-years is given for Mill Finish Galvalume AZ55 and 20-years for Mill Finish Galvalume AZ50. This is outlined in Section IV, A and B, above. The basis of computing cost of repairing or replacing Product shall be the current market price. Englert has sole discretion as to whether the Product shall be the current market price. Englert has sole discretion as to whether the Product is to be repaired or replaced. If Englert determines that repairing is the most appropriate measure to be taken, the owner(s) shall extend a license to Englert or to any of its authorized representatives or contractors to proceed with uninterrupted work for such repairing of Product. The owner(s) shall indemnify and hold Englert or any of its agents, authorized representatives, or contractors, harmless from any damages or claims arising out of or connected with such repair, provided however, that such indemnification shall not extend to acts of negligence by Englert, its agents, employees authorized representatives or contractors.

Repaired or replaced Product shall be warranted for the unexpired term of the original base metal warranty. The term "replacement" shall mean and is limited to Englert furnishing replacement Product only F.O.B., Perth Amboy, New Jersey. The term "replacement" does not include labor costs of Product removal, fabrication, or installation. This base metal warranty does not confer upon the owner(s) the right to refinish, restore, repair, or replace product without a written authorization executed by a duly authorized officer of Englert. Any restoration, refinishing, repairing, or replacement of Product not authorized in writing by a duly authorized officer of Englert shall result in this warranty becoming null and void.

Inconsistencies, such as waviness or oil canning, of the flat/planer surfaces of Englert's Product are not a defect and are expressly excluded from this base metal warranty as this is considered an inherent characteristic of the Product when roll-formed. On Mill Finish Galvalume, both passivated and acrylic coated, uniform visual appearance is not guaranteed. If uniform visual appearance is necessary or desired then a prepainted product should be purchased.

V. General Terms of All Warranties Contained Within This Certificate

- A. **DISCLAIMER OF ALL OTHER WARRANTIES: ENGLERT'S WARRANTIES PROVIDED HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES. ENGLERT PROVIDES NO OTHER WARRANTIES BEYOND THE DESCRIPTION OF THE WARRANTIES PROVIDED HEREIN. ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR IMPLIED WARRANTIES OF FITNESS OF USE FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.**
- B. The purchased product warranties contained in this certificate are not valid unless issued by Englert, duly signed by an authorized officer of Englert for the Product on a specific project, identifying its name and location and proof of purchase of the Product from Englert. The warranty certificate must be completed and submitted to Englert. The provisions hereof shall constitute the owner's exclusive remedy for breach of warranty, given under this certificate. Englert shall not be liable to the owner(s) for incidental, special or consequential damages for breach of any written or implied warranty on the Product or its application and under no circumstances shall Englert be responsible for any consequential damages or loss to the building, its contents or other material.
- C. Some states do not allow the exclusion or limitation of incidental or consequential damages or the disclaimer of implied warranties, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights and you may also have other rights, which vary, from state to state. In the event that any provisions of this Warranty are found to be invalid or unenforceable by a court of competent jurisdiction, all other provisions shall remain in full force and effect.
- D. This certificate covers any and all agreements under this Warranty, either expressed or implied, and shall not be modified or extended, except in writing by an authorized officer of Englert.
- E. Failure to apply for any of the warranties herein within thirty (30) days of substantial completion of the component of the building of which the Product is a part shall result in all warranty/warranties becoming null and void.
- F. The parties agree that the warranties in this certificate shall be governed by, construed, and enforced in accordance with the laws of the State of New Jersey. Legal action to construe or enforce any of the warranties in this certificate shall be brought in a Court of competent jurisdiction in Perth Amboy, NJ, USA. The owner(s) expressly agree to submit to the jurisdiction and laws of the courts as set forth above.
- G. No waiver of any provision or condition of this Warranty by Englert, through the course of performance, action, or otherwise, shall be construed by the owners(s) to be a waiver of any other provision or condition of the Warranty.
- H. In the event of any litigation or alternative dispute resolution proceeding arising out of, under, related to, or in connection with this Warranty, the prevailing party shall be entitled to recover all of its reasonable attorney's fees and costs from the non-prevailing party, including but not limited to, pre-trial, trial and appellate levels.

<b>ENGLERT</b>		No. <u>WRF_38706</u>	
Customer Name:	<u>BURRELL ROOFING</u>	Architect:	
Customer Address:	<u>BOX 306 2605 VT RT 14</u>	General Contractor:	<u>ENGELBERTH CONSTRUCTION INC</u>
City/State/Zip Code:	<u>WILLIAMSTOWN, VT 05679</u>	Project Name:	<u>MIRROR THEATER</u>
Telephone No.:	<u>8024335353</u>	Project Location:	<u>2853 HARDWICK ST. GREENSBORO, VT</u>
Order Date:	<u>5/12/2016</u>	Project Completion Date:	<u>8/31/2016</u>
Invoice Number(s):	<u>11099325</u>	Panel Profile:	<u>1 1/2" Series-1300</u>
Material Lot Numbers:	<u>7324723, 7324713, 7324711</u>	Project Size in Sq.Ft:	<u>5500</u>
Color:	<u>COLONIAL RED</u>	Within 1/2 mile from seacoast, salt water, brackish water	<u>No</u>
Building Owner(s):	<u>GREENSBORO PERFORMING ARTS CENTER TRUST LTD</u>	End Use - SIC Code (church, school, etc.)	<u>Others</u>
Owner Location:	<u>140 MAIN ST. MONTPELIER, VT</u>	New Roofing/Paneling <input checked="" type="checkbox"/> Y	Re-Roof <input type="checkbox"/>

By [Signature] Title VP Finance on this 12/1/2016





1227 Naperville Drive • Romeoville, IL 60446 • 630-378-0003 • Fax 630-378-0004 • www.alltechdecorating.com

December 14, 2016

Zalinger Cameron & Lambek, P.C.  
140 Main Street  
Montpelier, VT 05602

Phone: 802-223-1000  
Fax: 802-223-5271

# 7R1359-1  
H.C.A.T., Ltd.  
Access Order Response  
EXHIBIT 3

Attention: Rob Halpert  
Regarding: Highland Center for the Arts  
Architect:

Bid #: 16-BR-168

Thank you for this opportunity to present the following information for consideration of the exterior painting of the metal roof panels (including any relevant fascia) on the aforementioned building. The base proposal here within is based on providing the labor and materials to prepare the exposed surface by means of pressure washing with a minimum 4,000 psi at a rate of 4.0 gpm with a biodegradable detergent to remove loose paint, debris and contaminants. Additional surface profile will be achieved by hand sanding the substrate with a minimum of 120 grit sand paper and finally a thorough rinse of the surface prior to the coating installation. Prior to deterioration of the prepared surface, the entire area will be primed with the epoxy primer then two passes of fluoropolymer topcoat to achieve a uniform total topcoat thickness of an average 1.8 mils DFT (dry film thickness). For uniform coverage to maximize durability we propose to apply by means of airless spray equipment for the majority of the work while some areas may require additional brush/roll application when necessary.

We submit herewith our proposal for the labor, material, equipment, insurance, and adhering to all O.S.H.A. safety standards and regulations for the painting work on the above referenced project. Our bid is based on: sheets (received For Construction Architectural, Photos), standard painting specification 09900, ATD's standard insurance coverage (certificate available upon request), and that all inclusions and exclusions listed below are to be incorporated into any contract awarded.

**Total this proposal**

**\$45,318**

**INCLUSIONS/ EXCLUSIONS:**

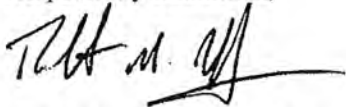
- ATD meets all requirements of similar type projects and will employ skilled craftsman to install the given coating system approved by the coating manufacturer.
- PPG Industries will provide a 15-year finish warranty when using the specified factory-like fluoropolymer coating system and upon completion by ATD.
- The color is yet to be determined and will need to be evaluated to be achievable with standard pigments in the specified Corafon system. Certain colors such as metallic, micas, or other exotic colors will require additional labor and possibly even a clear coat application and therefore will require additional charges accordingly upwards of \$45,000-\$60,000 for silver mica finish.
- A color must be submitted for matching and all parties must be aware that "galvalume plus" is not a color but rather an exposed bare galvanization protected with a simple clear acrylic coating; therefore, short of applying galvanized (not possible in the field) the color will be a variation of the bare substrate.
- Base proposal is based on facility management moving all cars out of harm's way of overspray as directed by the ATD site foreman as required based on current ambient conditions. An additional charge will be required if the facility manager is unable to move cars strategically and the winds/ambient conditions require containment to keep from over spraying vehicles.
- We hereby submit the pricing based on specifically cleaning substrate, sanding surface, one coat of PPG primer and the application of the Corafon topcoat system only. Though seldom occurring, if the substrate and coating system do not perform under "Test Panel requirements"

due to unique unforeseen surface conditions, then alternate surface preparation and additional coats of primer may be required and will adjust the price of the contract substantially.

- Water with a minimum of 4.5 gpm will be provided at no charge to ATD.
- Contract sponsor acknowledges that certain products may emit fumes, odors and vapors during normal coating operations and that these products may be used during the Coating Contractor's work. Contract sponsor shall be responsible to coordinate the owner's representatives to control mechanical equipment, HVAC units, intake vents, wall vents, windows, doors and other openings to prevent fumes odors and vapors from entering the building.
- Pricing is for the painting of the roof system only and not for any soffits, downspouts, gutters, vertical trim, windows, curbs, buildings, bollards, or other substrates not on the plane of the roof or unassociated with the roof system.

We thank you for the opportunity to submit this proposal to you. Please do not hesitate in giving me a call if you have any questions or require additional information.

Respectfully Submitted,



Robert M. Ruff (ext. 2023)  
ALL-TECH Decorating  
Coatings Division Sales Manager

***'Committed to Excellence'***



#7R1359-1  
HEAT, Ltd.  
Recess Order Response  
EXHIBIT 4

15 December, 2016

Mr. Robert Halpert  
Zalinger Cameron & Lambek PC  
140 Main St.  
Montpelier, VT 05602

Re: Highland Center for the Arts - ACT 250  
Contrasting Half Timber Trim at Theater Drum

Dear Rob,

The half-timber detail on the theater drum is created by using a cementitious board material (trade name Boral) applied to a cementitious wall panel (trade name Hardie Panel). The connecting of the trim material to the plank material requires an intricate flashing detail that is secured into the plank material and directs water away from the cementitious plank. Removing the half-timber trim material will require the removal of the flashing material. Consequentially, removing the flashing material, which is screwed into the plank material, will damage the plank material and require its complete replacement. The newly installed plank material, sans half-timber, will require new flashing to direct water away from the plank.

It is the recommendation of the design team that the half-timber trim, not be removed from the theater drum due to the damage and costly replacement necessitated by its removal.

Sincerely,

A handwritten signature in black ink that reads "Daria F. Pizzetta".

Daria F. Pizzetta, AIA,  
Principal



#7R1359-1  
HCRAT, Ltd.  
Recess Order Response  
EXHIBIT 5





#7R1359-1  
HCAAT, Ltd.  
Recess Order Response  
EXHIBIT 6





## EXHIBIT #7



WHITE TRIM ON SILO - NEAR (RENDERED)



WHITE TRIM ON SILO NEAR CENTER ROAD (RENDERED)



## EXHIBIT #8



CYBRESS MOSS ALTERNATIVE (RENDERED)



CYBRESS MOSS ALTERNATIVE NEAR CENTER ROAD (RENDERED)



## EXHIBIT #9



EXISTING TIMBER TRIM NEAR CENTER ROAD (12/19/2016)



C:\Users\Sicard\Desktop\Projects\Greensboro Art Alliance\Mirror Theatre\CADD\C102.dwg-2016/12/06

SCREENING PLAN

1. DARK AMERICAN ARBORVITAE IS AN EVERGREEN TREE THAT KEEPS ITS FOLIAGE YEAR ROUND. TREES CAN GROW TO A HEIGHT OF 20'-30' WITH A SPREAD OF 4'-10' AT MATURITY. TREES WILL TYPICALLY GROW AT LESS THAN 12 INCHES PER YEAR. THESE TREES ADAPT WELL TO PRUNING PLANT AS CLOSE AS 3 FEET FOR LOW MAINTENANCE HEDGES.

2. SUGAR MAPLE IS A SHADE TREE, WHICH CAN GROW 60'-75' AND A SPREAD OF 40'-50' AT MATURITY. THE TREES GROW AT A SLOW TO MEDIUM RATE WITH A HEIGHT INCREASE OF 12" TO 24" PER YEAR.

3. WHITE SPRUCE IS AN EVERGREEN TREE THAT KEEPS ITS FOLIAGE YEAR ROUND. TREES CAN GROW TO A HEIGHT OF 40'-60' AND ARE A MEDIUM GROWTH RATE. THE TREE WILL GROW IN A COLUMNAR SHAPE WITH A SPREAD OF ABOUT 10' TO 20'.

4. CRAB APPLE IS A DECIDUOUS FRUIT BEARING TREE. THE TREE CAN GROW TO A HEIGHT OF 15'-20' AND ARE A MEDIUM GROWTH TREE. THE TREE WILL GROW ROUNDED WITH A 15'-20' SPREAD.

5. TREES MAY NEED TO BE THINNED OR REMOVED AS THE TREE LINE MATURES.

PROPOSED DARK AMERICAN ARBORVITAE  
PLANT 5' TALL TREES, 6' ON CENTER  
CLUSTERS OF THREE (72 TREES)

NEXT 1 LLC  
12 NEWBRIDGE ST.  
HINGHAM, MA 02043

MATURE CANOPY OF  
SUGAR MAPLE (TYP., 50')

4" SUGAR MAPLE  
(TYP. OF 7)

CRAB APPLE  
EACH SIDE OF UTILITY  
CLEAR ZONE

WHITE BIRCH  
(EACH SIDE OF PATH)

CENTER ROAD

PROPERTY LINE+/-

TO HARDWICK

PROPOSED WHITE SPRUCE  
(TYP. OF 9)

WALKING PATH  
TO TOLLMAN CORNERS

GREENSBORO PERFORMING ARTS  
CENTER TRUST, LTD  
2875 HARDWICK ST.  
GREENSBORO, VT 05841  
BOOK 54/P491-494

TP-17

TP-16

LAKE SHORE RD

HARDWICK STREET

0 30' 60'

RUGGLES

ENGINEERING SERVICES, INC.

4680 MEMORIAL DRIVE ST. JOHNSBURY, VT 05819

Civil Engineering-Site Permitting  
Water, Sewer and Stormwater System Designs  
802-748-5898

JOB No. -

PREPARED FOR: **HIGHLAND CENTER FOR THE ARTS TRUST, LTD**

Address: **HARDWICK ST, GREENSBORO, VT 05841**

REVISIONS		No.	Date
Description			

Designed: -

Drawn: -

Checked: -

DATE: 12/6/16



## **Certification of Service**

I hereby certify that I, Nathan P. Sicard, P.E., Consulting Civil Engineer, Ruggles Engineering Services, Inc., sent a copy of the foregoing document [**SUPPLIMENTAL INFORMATION TO APPLICATION #7R1359-1 HIGHLAND CENTER FOR THE ARTS, LTD, GREENSBORO, VT**] by e-mail to the **statutory parties and friends of the Commission** with e-mail addresses listed on the October 14<sup>th</sup> recess order, on this 20th day of December, 2016.

State of Vermont, Natural Resources Board District 7 Commission <a href="mailto:NRB.act250stj@vermont.gov">NRB.act250stj@vermont.gov</a>	State of Vermont Natural Resources Board District 7 Coordinator <a href="mailto:Kirsten.sultan@state.vt.us">Kirsten.sultan@state.vt.us</a> <a href="mailto:Gina.stsauveur@vermont.gov">Gina.stsauveur@vermont.gov</a>
Town of Greensboro ATTN: Select Board PO Box 119 Greensboro, VT 05841 <a href="mailto:Greensborovt@yahoo.com">Greensborovt@yahoo.com</a>	Town of Greensboro Planning Commission <a href="mailto:Greensborovt@yahoo.com">Greensborovt@yahoo.com</a> <a href="mailto:p.grayvt@gmail.com">p.grayvt@gmail.com</a>
Northeastern Vermont Development Association <a href="mailto:dsnedeker@nvda.net">dsnedeker@nvda.net</a>	State of Vermont Agency of Natural Resources Office of Planning & Legal Affairs <a href="mailto:karin.mcneill@state.vt.us">karin.mcneill@state.vt.us</a>
Town of Hardwick <a href="mailto:rosie.gillen@hardwickvt.org">rosie.gillen@hardwickvt.org</a>	Town of Hardwick Planning Commission <a href="mailto:Karen.holmes@hardwickvt.org">Karen.holmes@hardwickvt.org</a>
Zalinger, Cameron & Lambek <a href="mailto:rhalpert@zclpc.com">rhalpert@zclpc.com</a>	William B. Niemi <a href="mailto:wbnieniengr@gmail.com">wbnieniengr@gmail.com</a>
Brian Niemi <a href="mailto:niemishop@myfairpoint.net">niemishop@myfairpoint.net</a>	Sheila Dillon-Martin <a href="mailto:Sad451@msn.com">Sad451@msn.com</a>
Christine Armstrong <a href="mailto:cfa115@comcast.net">cfa115@comcast.net</a>	Ellen Celnik <a href="mailto:ecelnik@earthlink.net">ecelnik@earthlink.net</a>
Krissie Ohlrogge <a href="mailto:krissie@gmail.com">krissie@gmail.com</a>	Lisa Armstrong <a href="mailto:norge2957@gmail.com">norge2957@gmail.com</a>
Rusty Newhoos <a href="mailto:rustygolfing@gmail.com">rustygolfing@gmail.com</a>	June P. Cook <a href="mailto:jpichelcook@pshift.com">jpichelcook@pshift.com</a>

## **Supplemental Information for response to Recess Order (R.O.)**

Highland Center For the Arts, Trust (HCAT) R.O. Narrative Response.pdf  
HCAT R.O. Response Exhibits.pdf

/s/ Nathan P. Sicard, P.E.  
Consulting Civil Engineer  
Ruggles Engineering Services, Inc.