

Southeast
CONTRACTORS

RoofConnect[®]
NATIONAL ROOFING SERVICES

CONTRACT: C23-3309-FM
Roofconnect Logistics, Inc., DBA RoofConnect
Roofing Products, Services and Job Order Services
EXPIRES:02/23/2024

Date: 08/29/2023

**Okaloosa County - Don & Susan Stillwell Park (Fort Walton Beach, FL) Main
Roof
710 Essex Road
Fort Walton Beach, FL 32547**

Bid #: BID-354

**Omnia Contracting
R180902**

Ken Beck
832-698-2441
ken.beck@roofconnect.com

The proposed prices are based on current material and energy costs, current production schedule and all noted assumptions made herein. Some of these factors are very volatile and represent significant factors that influence the proposed prices.

SCOPE OF WORK

Base Bid:

- Coating
- 10-year manufacturer's warranty

Safety and Project Preparation:

- Perform a pre-job meeting to determine jobsite logistics and safety requirements.
- Furnish proposed construction schedule, if needed.
- Furnish and install proper safety equipment.
- Furnish and install warning lines to identified areas associated with ground related roofing activities.

System Application:


- Pressure clean roof at no less than 2,000 psi.
- Prep the existing surface rust as required with rust inhibiting primer.
- Provide labor and material to install new self-sealing screws in existing roof system.
- Provide labor and material to replace (8) existing light transmitting panels with new light transmitting panels.
- Seal all screws, horizontal and vertical seams with 522 Brush Grade mastic or equal as required.
- Apply one base coat of acrylic coating @ 1.00 gps over existing metal roof system.
- Apply one topcoat of acrylic coating @ 1.00 gps over base coat.
- Clean area after completion as required.

Miscellaneous

- Nightly tie-ins will be performed to ensure watertight integrity during project.
- Job site will be cleaned daily during the project and at the completion of the project.

Warranty

- Once final inspection is performed and final payment is received, provide a 10-year manufacturer's Warranty.
- Roofing Contractor workmanship warranty: 2-year

 **BASE BID TOTAL: \$27,058.00 Accepted:**

*See all terms, conditions, & exclusions.



Schedule of Reimbursement (To be Determined)

Notes:

- The above work including insurance, warranties, hosting, and all safety equipment are included in this proposal.

Exclusions:

- Bonds, permits, and taxes are not included in the price unless stated above.
- Attic insulation, Wood Nailers, Curbs, Soffit, Fascia, Ladders and Vents are excluded. Only sheet metal associated with Roofing is included, unless otherwise stated above.
- RoofConnect is not responsible for Plumbing, Electrical, HVAC, and Containers which may be necessary to complete the project, unless otherwise stated above. RoofConnect is not responsible for Interpretation of Local Building Code.
- This proposal is based upon current, applicable Design Standards and Suitable Decking System for Roof System proposed on this Project. This Proposal is valid for 30 days from above Date.
- Decking, Decking Support Structure, Skylight/Smoke/Hatch Attachment, Mechanical, Plumbing, Electrical, Sheathing, Framing, Bonding, Interior work or protection, Night Work, Additional Mobilizations, Exterior Cladding are excluded.

Material Substitution:

In the event that any specified material or equipment becomes unavailable either temporarily or permanently after the contract is executed, provided that such availability is a result of factors beyond Contractor's control, then in the event of temporary unavailability, the contract time shall be extended to reflect the duration of time that the contractor is delayed by the unavailability, and in the case of permanent unavailability, the contractor shall be excused from providing said material or equipment and allowed to provide an available substitute. To the extent an available substitute is provided by the contractor under this provision, an increase in the cost between the originally specified material and equipment and the substitute shall be paid by the Owner to the Contractor.

Due to current shipping and trucking volatility experienced nationwide, if there is an increase in the actual cost of shipping and/or trucking materials in excess of 5% subsequent to the making of this Agreement, the price set forth in this Agreement shall be increased without the need for a written change order or amendment to the Agreement to reflect the price increase and additional direct cost to the Contractor. Contractor will submit written documentation of the increased costs to Customer upon request; however, Customer acknowledges that any additional costs associated with shipping and/or trucking charges under this Agreement is the sole responsibility of Customer, and Contractor shall not be held liable or responsible for same.



Warranty Extension Program

You have made the investment and now have a new roofing system. The key to extending the life of this asset is proper maintenance and the completion of timely repairs on a yearly basis or when the need for maintenance is first noticed.

RoofConnect has developed an asset management program to help you complete this very important task. Our program evaluates your roof yearly for maintenance and potential repair items. We then create a customized program with prescribed steps for maintenance and repair. A Customer Service Specialist will be assigned as your primary contact for repairs and we will provide numbers to allow for budgeting and planning for the future.

This investment is more than just a roof. This is one of your largest investments your business has and provides peace of mind knowing your building's contents are protected. With RoofConnect's asset management program, you can take comfort in knowing the serviceable life of your roof asset will be extended and will provide a dry, safe space for employees and customers.

- Annual roof system inspection
- Report & analysis
- 4 hours onsite maintenance repairs
- Extension of warranty term*

(1) Yes, I would like a 25% extension of my warranty term by enrolling in RoofConnect's Annual Preventative Maintenance Program...\$.025 per square ft (\$1,000 minimum annual charge)	<input type="checkbox"/>
(2) No, I do not want to enroll in a program to maintain my roof and extend my warranty term.	<input checked="" type="checkbox"/>
Signature: <u>Faye Douglas</u> <small>Digitally signed by Faye Douglas Date: 2023.09.07 14:19:39 -05'00'</small>	

Warranty Extension Program Pricing Options:	Annual fee of [\$1,000.00] per year for 20 years	<input type="checkbox"/>
	-or- One-time up-front fee of [\$20,000.00]	<input type="checkbox"/>



ACCEPTANCE

As authorized representative of , I hereby accept the above proposal, summarized as follows: Pricing is only valid for 30 days due to material volatility.

Proposed Item	Price	Accepted
Base Bid	\$27,058.00	<input checked="" type="checkbox"/>
Warranty Extension Program	\$ per annual	<input type="checkbox"/>

ACCEPTANCE: The undersigned Customer hereby accepts this Proposal/Contract and, intending to be legally bound hereby, agrees that this writing, including the terms and conditions and documents incorporated herein, shall be a binding contract and shall constitute the entire contract upon execution of this Contract by Customer and RoofConnect. Any additional or different terms and conditions set forth in the Customer's purchase order or any other agreement between Customer and RoofConnect are expressly rejected by RoofConnect and shall not be binding upon RoofConnect. Any modification to this Proposal/Contract, including the terms and conditions and documents incorporated herein, must be in writing, signed by both parties, and it must expressly state that it is intended to modify this Proposal/Contract and its terms and conditions or documents incorporated herein.

ACCEPTED BY:

Name:

Signature:

Faye Douglas

Digitally signed by Faye Douglas
Date: 2023.09.07 14:20:05 -05'00'

Date:

Approved

Contract

Amount:

\$ 27,058.00

Purchase

Order Number:



PROJECT AGREEMENT TERMS AND CONDITIONS

Nature of Work. The construction services will be performed by a roofing contractor member of RoofConnect (hereinafter referred to as the "Roofing Contractor") who is qualified and licensed to perform the construction work and services referenced in this Proposal/Contract. The Roofing Contractor shall furnish the labor and material to perform the Work described herein and/or in the referenced contract documents. Neither RoofConnect nor the Roofing Contractor provide design, engineering or architectural services. It is Customer's responsibility to retain a licensed architect or engineer to determine proper design and code compliance, including a determination as to whether and what type of a vapor or air retarder is needed. If plans, specifications or other design documents have been furnished by Customer, Customer warrants that they are sufficient and conform to all applicable laws and building codes. Customer or its licensed architect or engineer is responsible for any loss, damage or expense due to defects in plans or specifications or building code violations, unless such damage results from a deviation by Roofing Contractor from what is specified. Customer is responsible for any losses due to condensation, moisture migration from the building interior or other building components, location or size of roof drains, adequacy of drainage, ponding on the roof, structural conditions or the properties of the roof deck or substrate on which the Roofing Contractor's roofing Work is installed.

Deck. Customer warrants that structures on which the Roofing Contractor is to work are in sound condition and capable of withstanding roof construction, equipment and operations. Commencement of roof installation indicates only that the surface of the roof deck appears satisfactory to attach roofing materials and that no visible defects were apparent. Customer and/or its designers and other contractors are responsible for the structural sufficiency, quality of construction (including compliance with FMG criteria), undulations, fastening and moisture content of the roof deck. Customer is responsible to test or assess moisture content of the roof deck or substrate.

Asbestos and Toxic Materials. This Proposal/Contract is based on not coming into contact with asbestos-containing or toxic materials ("ACM"). Customer is responsible for expenses, claims or damages arising out of the presence, disturbance or removal of ACM. The Contract Price shall be increased for additional expenses resulting from the presence of ACM. Customer shall indemnify RoofConnect and Roofing Contractor from and against any liability, damages, losses, claims, demands or citations arising out of the presence of ACM.

Payment. Unless stated otherwise on the face of this Proposal/Contract, within ten (10) days of substantial completion of the Work, Customer shall pay RoofConnect the Contract Price plus any additional charges for changed or extra work. If completion of the Work extends beyond one month, Customer shall make monthly progress payments to RoofConnect by the fifth (5th) day of the month for the value of Work completed during the preceding month, plus the value of materials suitably stored for the project. All sums not paid when due shall earn interest at the rate of 1% per month (12% per year). RoofConnect shall be entitled to recover from Customer all costs of collection incurred by RoofConnect, including attorneys' fees, resulting from Customer's failure to make proper payment when due. Customer's acceptance of the Work and payment from Customer is not dependent upon criteria promulgated by Factory Mutual Global, including wind uplift testing. Customer acknowledges that RoofConnect is not an insurance adjuster and that RoofConnect cannot and will not negotiate directly with Customer's insurance carriers on Customer's behalf. Customer shall be solely responsible for payment in full to RoofConnect and any reimbursement to Customer by an insurance carrier shall be Customer's sole responsibility to negotiate and resolve.

Right to Stop Work. The failure of Customer to make proper payment when due shall, in addition to all other rights, constitute a material breach of contract and shall entitle RoofConnect, at its discretion, to direct Roofing Contractor to suspend all Work and shipments, including furnishing warranty, until full payment is made. The time period to perform the Work shall be extended for a period equal to the period during which the Work was suspended, and the Contract Price shall be increased by the amount of reasonable costs of shut-down, delay and start-up.

Insurance. RoofConnect shall require its Roofing Contractor to carry workers' compensation and commercial general liability insurance. Upon request by Customer, RoofConnect will furnish to Customer a Certificate of Insurance showing the Roofing Contractor's insurance coverage.

Additional Insured. If Customer requires that Customer or others be listed as additional insureds on the liability insurance policy, Customer agrees that the naming of Customer or others as additional insureds is intended to apply to claims made against the additional insured only to the extent the claim is due to the negligence of the Roofing Contractor and it does not apply to or make the insurer liable for claims that are due to the fault of the additional insured.

Clean-up; Interior Protection. Customer acknowledges that re-roofing of an existing building may cause disturbance, dust, debris or fireproofing to fall into the interior depending on existing building conditions. Customer agrees to remove or protect property directly below the roof in order to minimize potential interior damage. Customer shall be responsible for clean-up, disturbance, damage or loss to interior property that Customer did not remove or protect prior to commencement of roofing operations. Customer shall notify tenants of re-roofing and the need to provide protection underneath areas being re-roofed. Customer agrees to hold harmless RoofConnect and Roofing Contractor from claims of tenants who were not so notified and did not provide protection. Unless otherwise specified on the face of this Proposal/Contract, Customer shall provide all trash dumpsters for disposal of roofing materials during performance of the Work.



Deck Repairs and Unforeseen Conditions. Any work required to replace rotten or missing wood or deteriorated decking to make the deck suitable for roof installation shall be done on a labor and material or unit price basis as an extra unless specifically included in the Scope of Work. Deck repairs or replacement shall be performed as needed to provide an adequate substrate for the roofing materials. Unforeseen conditions that may affect the Work will be reported to Customer and authorization requested prior to permanent repairs being performed.

Schedule. Any dates provided in this Proposal/Contract for commencement and progress of the Work are estimated and subject to change. RoofConnect will promptly notify Customer of any changes in the date of commencement or estimated date of completion of the Work.

Damages and Delays/Force Majeure. Customer shall coordinate the Project so that the Project proceeds in an orderly and customary manner and so as to avoid newly installed roofing being used as a surface for on-going construction work. If others damage the Work, including damage to temporary tie-ins and punctures, cuts and tears in the roof membrane or flashings, Customer agrees to backcharge those causing the damage. Any repairing of the same will be charged as an extra on a time and materials basis, and the time for performance shall be extended for a time sufficient to make such repairs. For damage or delay caused by circumstances beyond the control of the parties, including but not limited to acts of God, pandemics, epidemics, quarantines, accidents, unavoidable casualties, snow, ice dams, fire, adverse weather, vandalism, regulation, strikes, jurisdictional disputes, disruption in supply chains, failure or delay of transportation, shortage of or inability to obtain materials or equipment or labor and delays caused by others, the time for performance of the Work shall be extended and the Contract Price shall be increased for additional costs of performing the Work due to such circumstance(s).

Roof Projections. The Work includes flashing roof projections that are in place prior to installation of roofing or shown on the architectural plans provided by Customer. Penetrations not shown on the plans provided by Customer prior to submittal of this Proposal/Contract or required after installation of roofing shall be considered an order for extra work, and the Contract Price shall be increased based on time and material rates for additional expenses resulting from additional penetrations.

Changes in the Work and Extra Work. Customer shall be entitled to request in writing extra or changed work that is not part of the original Scope of Work, and the total Contract Price shall be adjusted accordingly. Customer shall not give orders for work that is required to be performed at that time and then refuse to make payment on the grounds that a Change Order was not executed at the time the work was performed or Customer's representative was not authorized to order the change. This Proposal/Contract is based upon all Work being performed during regular working hours. Extra charges will be made for overtime and Work performed outside of regular working hours, if required by Customer.

Wind Loads or Uplift Pressures. Design Professional is responsible to design the Work to be in compliance with applicable codes and regulations and to specify or show the work that is to be performed, including calculation or verification of wind-load design. To the extent minimum wind loads or uplift pressures are required, the Contract Price is based solely on manufacturer's printed test results. No representations are made regarding wind uplift capacity.

Tolerances. All labor and materials shall be furnished in accordance with normal industry standards and industry tolerances for uniformity, color, variation, thickness, size, weight, finish and texture. Specified quantities are intended to represent an average over the entire roof area.

Fumes and Emissions. Customer acknowledges that odors and emissions from roofing products will be released as part of the roofing operations. 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. Some people are more sensitive to these emissions than others. Customer shall hold RoofConnect and Roofing Contractor harmless from claims from third parties relating to fumes and odors that are emitted during the normal roofing process.

Material Cost Escalation. Steel products, asphalt, polyisocyanurate and other roofing products are sometimes subject to unusual price volatility due to conditions that are beyond the control of the parties. If there is an increase in these or other roofing products between the date of this Proposal/Contract and the time when the Work is to be performed, the Contract Price may be increased to reflect the additional cost, upon submittal of written documentation and advance notice.

Backcharges. No backcharges or claims for payment of services rendered or materials and equipment furnished by Customer shall be valid unless previously authorized in writing by RoofConnect and unless written notice is given to RoofConnect within five (5) days of the event, act or omission which is the basis of the backcharge.



Roof Top Safety. Customer warrants there will be no live power lines on or near the roof servicing the building where the Work will be performed and that Customer will turn off any such power supplies to avoid an electrocution risk. Customer will indemnify Roofing Contractor and RoofConnect from personal injury and other claims and expenses if Customer fails to turn-off power so as to avoid injury resulting from the presence of concealed electrical conduit and live electrical power. Customer is responsible for costs of repair or damages, including disruption of service, resulting from damage to undisclosed or concealed electrical or other utility lines. Customer shall shut down roof located electronic equipment that emits or receives radio frequency waves while the Work is being performed on the roof so that workers will not be subject to radio frequency waves or electromagnetic radiation while working on the roof and shall indemnify and hold harmless RoofConnect and Roofing Contractor from any personal injury claims resulting from a failure by Customer to do so. Except for workers performing the Work, Customer is responsible for the safety of persons or entities whom Customer allows or authorizes to be on the roof. Customer agrees to and shall indemnify and hold Roofing Contractor and RoofConnect harmless, including attorneys' fees, from claims for personal injury by persons or entities whom Customer has allowed or authorized to be on the roof.

Conduit and Materials Attached to Deck. The Contract Price is based upon there not being electrical conduit, cables, wires or other materials embedded within the roof assembly or attached directly to the underside or top side of the roof deck upon which the new roof will be installed. Customer is responsible for all loss and damage caused by conduit, wires, cables, pipes, fireproofing or any objects attached to the underside of the roof decking which could be damaged during installation of the new roof system or repairs.

Availability of Site. Customer shall provide direct access to the work site for the passage of trucks and materials and direct access to the roof. The raising, disconnection, re-connection, or relocation of any mechanical equipment on the roof that may be necessary to perform the roofing work shall be performed by others or treated as an extra. The Work shall not be required to begin until underlying areas are ready and acceptable to receive the Work and sufficient areas of roof deck are clear and available and free from snow, water or debris to allow for continuous full operation. The expense of any extra trips to and from the job as a result of the job not being ready for the Work after Customer has provided notice to proceed will be charged as an extra. Customer shall provide at the worksite sufficient storage room for all materials and reasonable use of such facilities as scaffolding, elevators, and such other equipment as may be available for handling materials. Customer shall permit the use of driveways and paved areas leading to or adjacent to the worksite for equipment without liability occasioned by such use. Customer shall supply at the worksite for performance of the Work: water, power, site security, and clear access to work area.

Warranty. A manufacturer's warranty shall be furnished to Customer if a manufacturer's warranty is called for on the face of this Proposal/Contract. It is expressly agreed that in the event of alleged defects in the materials furnished, Customer shall have recourse only against the manufacturer of such material. The Roofing Contractor's workmanship warranty, which shall warrant the workmanship for a period of 12 months from completion of the Work, shall be furnished to the Customer. The workmanship warranty will not extend to conditions, leaks or damages caused by (1) abuse, misuse, vandalism, lack of maintenance, accident or negligence in maintaining the roof by Customer or others; (2) lightning, hail, windstorm, hurricane, earthquake, thermal shock or other acts of God; (3) other building components, including solar equipment, building movement, cracking, settlement, deflection of roof deck, dry rot, deterioration of walls, water entry through masonry or other building components, vapor condensation from below, and defects in the materials used as a base under the roof; (4) faulty vents, equipment supports, and other penetrations of the roof work and edge conditions, unless such items were included in the Work; (5) installation, service or maintenance of roof top equipment, solar equipment, plant media, overburden or traffic of any nature on the roof by Customer or others; (6) acts or omissions of Customer or others; (7) movement of metal work; (8) ponding of water; (9) discharge of oils, greases, solvents or chemicals; (10) damage caused by termites, insects, birds or animals; (11) penetration of the roofing from beneath by nails or other fasteners; (12) ice dams; or (13) blockage of roof drains or gutters. If, during the term of the workmanship warranty, the subject property is exposed to tornadoes, hurricanes, or earthquakes, the warranty will be void and cancelled. **ALL IMPLIED WARRANTIES AND SPECIFICALLY THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED.**

Existing Conditions. Customer is responsible for leakage through the existing roof or other portions of the building that have not yet been reroofed by Roofing Contractor.

Mold. Customer agrees to act promptly so that roof leaks are not a source of potential interior mold growth. Customer will make periodic inspections for signs of water intrusion and act promptly including prompt notice to RoofConnect if Customer believes there are roof leaks. Repairs to deficient workmanship shall be made promptly after RoofConnect receives written notice of leaks. Customer is responsible for monitoring any leak areas and for indoor air quality. Customer shall hold harmless and indemnify RoofConnect and Roofing Contractor from claims due to indoor air quality and resulting from a failure by Customer to maintain the building in a manner to avoid growth of mold.

Material References. Technical specifications (i.e., R-value, ASTM or UL compliance) of materials used are represented as such by the material manufacturers. RoofConnect and its Roofing Contractor are not responsible for verifying such technical specifications.

Oil-canning. Metal roofing and wall panels, especially lengthy flat-span sheet-metal panels, often will exhibit waviness, commonly referred to as "oil-canning." The degree of oil-canning and the appearance of the panels will vary depending on factor such as the length and color of the panels, alloy, gauge, galvanizing process, substrate condition, and exposure to sunlight. Oil-canning pertains to aesthetics and not the performance of the panels and is not controlled by the roofing work performed. The type of metal roofing or wall panels specified can affect the degree of oil-canning. Oil-canning shall not be grounds to withhold payment or reject panels of the type specified.



Specific Exclusions. Unless specifically included in the Scope of Work on the face of this Proposal/Contract, the following items are expressly excluded from the Work: (1) bonds of any kind; (2) costs for permits and third-party inspections; (3) overtime, after-hours work, and work on any legally recognized holiday; (4) LEED Certification or any other type of green building certification; (5) repair of any damaged landscaping and repair or painting of other property; (6) abatement of asbestos and any other hazardous material; (7) labor and materials not specifically described on the face of this Proposal/Contract; and (8) security services.

Dispute Resolution. If a dispute arises between the parties with respect to any matters or questions arising out of or relating to this Contract or the breach thereof, the parties will seek to mediate the dispute. If mediation is unsuccessful, arbitration shall be administered by and conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association unless the parties mutually agree otherwise. Customer agrees to the joinder of any third parties, including Roofing Contractor, in the arbitration proceeding at the request of RoofConnect. The location of such arbitration shall be Little Rock, Arkansas or such other location as agreed by the parties. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in any court having jurisdiction thereof. Any legal claim against RoofConnect must be initiated no later than two (2) years after completion of the Work. Collection matters may be processed through litigation or arbitration at the discretion of RoofConnect.

Governing Law. This Contract/Proposal shall be governed by the laws of the State of Florida.

Limitation of Liability. ROOFCONNECT SHALL NOT IN ANY CIRCUMSTANCE, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, BREACH OF WARRANTY, TORT CLAIMS (INCLUDING NEGLIGENCE) OR OTHER GROUNDS, BE LIABLE FOR PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SUCH AS LOST PROFITS, LOSS OF REVENUE, BUSINESS INTERRUPTION, LOSS OF PRODUCT OR PRODUCTION AND SIMILAR LOSSES. TO THE FULLEST EXTENT PERMITTED BY LAW, ROOFCONNECT'S LIABILITY FOR DAMAGES ARISING OUT OF THIS PROPOSAL/CONTRACT AND/OR THE WORK, WHETHER SUCH DAMAGES ARE BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORTS (INCLUDING NEGLIGENCE) OR OTHER GROUNDS, SHALL NOT EXCEED TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) OR THE CONTRACT PRICE, WHICHEVER IS LESS. Customer acknowledges and agrees that any advice or other assistance furnished by RoofConnect regarding any labor, equipment, goods, materials, or systems, whether or not furnished hereunder, is provided solely in RoofConnect's capacity as manager of a network of roofing contractors and shall not be construed as advice or assistance of a professional consultant, engineer or designer; therefore, RoofConnect shall have no liability to Customer or others with respect to any such advice or assistance.

Status of RoofConnect. It is understood by the parties that RoofConnect itself is not a licensed construction contractor and will not itself perform the construction services referenced in this Proposal/Contract. RoofConnect provides a network of leading professional roofing contractors operating throughout the United States. The construction services will be performed by a Roofing Contractor member of RoofConnect who is qualified and licensed to perform the construction work and services referenced in this Proposal/Contract.

Entire Agreement. This Proposal/Contract, including these Terms and Conditions and documents specifically listed as Contract Documents on the Proposal/Contract, constitutes the entire agreement between the parties with respect to the subject matter herein.