

Marion/Service

Marion/Service Roofing & Sheet Metal Company
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CONTRACTORS FOR:

BUILT UP AND SINGLE PLY ROOFING
SHEET METAL FABRICATION AND ERECTION

STATE ROOFING LICENSE #CCC1328582

To: City of Ocala 110 SE Watula Ave. Ocala, FL 34471	Date: August 3, 2023
Attn: Mr. Ken McDuffie	Re: ED Crosky Rec Center Roof (PVC)

NOTE: The larger shingle roof is not included in this quote. See attached overhead map for area of work.

DESCRIPTION OF WORK TO BE PERFORMED:

- At the barrel roof, remove the existing roof system down to the plywood deck and dispose of the material. Deck replacement has not been included in this quote. Deteriorated deck will be replaced at a cost of \$100 per 4’ x 8’ sheet of plywood.
- Mechanically attach 3” polyisocyanurate insulation to the wood deck.
- Mechanically fasten 060 PVC membrane over the entire barrel roof area.
- At the flat roofs, mechanically attach ½” EPS insulation over the existing roof system.
- Mechanically fasten 060 PVC membrane over the entire flat roof areas.
- Flash and seal all curbs and penetrations per the manufacturer’s specifications.
- At the low shingle roof, remove the existing 3-tab shingles and dispose of the material. Wood sheathing replacement is not included in this quote. Any deteriorated wood sheathing will be replaced at a cost of \$100 per 4’ x 8’ sheet of plywood.
- Install synthetic felt underlayment on the wood sheathing at the low shingle roof.
- Install new architectural shingles to match the high shingle roof area.
- Fabricate and install 24 Ga. Kynar gutters and downspouts to replace the existing gutters and downspouts.
- Fabricate and install PVC coated edge metal at roof edge.
- Clean up and dispose of any debris generated by our work.
- Furnish a 20 year manufacturer’s warranty on the PVC roof system.

TOTAL PRICE:

ONE HUNDRED SIXTY THREE THOUSAND DOLLARS \$163,000.00

*In the event the price of any materials or products to be used in this work should increase 5% or greater from the price at which the material/product was available to the contractor at the time of submission of this proposal, then the price quoted shall be increased to reflect the additional cost.

ACCEPTED:

Firm/Owner: _____	MARION/SERVICE ROOFING & SHEET METAL COMPANY
By: _____	By: <u>Matt Alton</u>
Title: _____	Title: <u>Vice President</u>
Date: _____	Date: <u>August 3, 2023</u>

The terms and conditions set forth on the reverse side are a part of this proposal and contract. This Proposal is subject to revision or withdrawal by Marion/Service until communication of acceptance, and may be revised after communication of acceptance where an inadvertent error by Marion/Service has occurred. This Proposal expires thirty (30) days after the date stated above, unless Marion/Service Roofing & Sheet Metal Company expressly agrees to an extension in writing.

(See reverse side for terms and conditions)

TERMS & CONDITIONS

1. **Acceptance.** This Proposal and the plans, specifications and such other documents, if any, as are referenced on the face of this Proposal shall constitute the entire agreement between the parties. If acceptance of this Proposal is conditioned upon any additional or inconsistent terms and the parties cannot agree on mutually acceptable terms and conditions, then in such event AIA Standard Form of Agreement and AIA Document A201, General Conditions of the Contract for Construction 2007 edition, shall be used.

2. **Nature of Work.** Marion/Service Roofing & Sheet Metal Company (“Marion/Service”) shall furnish the labor and material necessary to perform the work described herein or in the referenced contract documents. Marion/Service does not provide design, engineering, consulting or architectural services. It is the Owner’s responsibility to retain a licensed architect or engineer to provide a proper design, which complies with applicable building code requirements, is consistent with desired fire and wind uplift resistance ratings, and includes 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 to Marion/Service, Customer warrants that they are sufficient and conform to all applicable laws and building codes. Marion/Service is not responsible for any loss, damage or expense due to defects or omissions in plans or specifications or building code violations unless such damage results from a deviation by Marion/Service from what is specified. Marion/Service is not responsible for condensation, moisture migration from the building interior or other building components, location or size of roof drains, deck deflection or existing deck conditions.

3. **Drainage.** Marion/Service does not evaluate adequacy of roof drainage. The owner should retain an architect, engineer or other design professional to evaluate and determine proper drainage design and compliance with applicable plumbing codes, including secondary drainage. Marion/Service disclaims interior damage caused by water entry due to pre-existing conditions including, but not limited to structural deficiencies, clogged drains, scuppers or downspouts, ponding or standing water, leaking skylights, leaking penetrations, or leaking in the existing roof system and flashings. The owner should regularly inspect all roof drains and scuppers (both primary and secondary), and downspouts to determine that drainage is not impeded.

4. **Deck Conditions.** Customer warrants that structures on which Marion/Service is to work are in sound condition and capable of withstanding roofing construction, equipment and operations. In the event that roofing is to be installed over a concrete or other wet deck or substrate, the determination as to when the concrete or wet substrate is sufficiently cured and dried so that roofing materials can be installed without potential future adverse effect shall be made by the General Contractor or other Owner approved representative. Marion/Service is not responsible for the effects on the roofing materials of residual moisture in concrete decks. Marion/Service recommends that roofing not commence until probes in concrete decks show that moisture content is no greater than 75% RH. Marion/Service is not responsible for adhesion to concrete decks. Marion/Service is not responsible to evaluate the concrete mix, drying characteristics or effect of the substrate on the roofing and for water intrusion while the deck is drying. Marion/Service's commencement of roof installation indicates only that Marion/Service has visually inspected the surface of the deck for visible defects or deficiencies. Marion/Service is not responsible for the quality of construction, structural sufficiency, undulations, durability, fastening, moisture content, suitability, or physical properties of the roof deck or other trades’ work or design. Marion/Service is not responsible to test or assess moisture content of the deck or substrate.

5. **Asbestos and Toxic Materials.** This proposal is based on Marion/Service’s not coming into contact with asbestos-containing or toxic materials. Marion/Service is not responsible for expenses, claims or damages arising out of the presence, disturbance or removal of asbestos-containing or toxic materials. Marion/Service shall be entitled to reasonable compensation for all additional expenses incurred as a result of the presence of asbestos-containing or toxic materials at the work site. Customer agrees to indemnify Marion/Service from and against any liability, damages, losses, claims, demands or citations arising out of the presence of asbestos or toxic materials at the work site.

6. **Mold.** Owner will make periodic inspections for signs of water intrusion and act promptly including prompt notice to Marion/Service if Owner believes there are roof leaks. Marion/Service is not responsible for indoor air quality, mold, mildew or any alleged injury resulting therefrom. Owner shall hold harmless and indemnify Marion/Service from claims due to indoor air quality and resulting from a failure by Owner to maintain the interior of the building in a manner to avoid growth of mold or deterioration of Air Quality.

7. **Payment.** Payment by credit card is not permitted, unless agreed to by Marion/Service. Unless stated otherwise on the face of this proposal, Customer shall pay the contract price plus any additional charges for changed or extra work within ten (10) days of substantial completion of the Work. If completion of the Work extends beyond one month, Customer shall make monthly progress payments to Marion/Service by or before the fifth (5th) day of each 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 1-1/2% per month. Marion/Service shall be entitled to recover from Customer all costs of collection incurred by Marion/Service, including attorney's fees, resulting from Customer's failure to make proper payment when due. Marion/Service's entitlement to payment is not dependent upon criteria promulgated by Factory Mutual Global (“FMG”), including wind uplift testing.

8. **Insurance.** Marion/Service shall carry worker's compensation, automobile and commercial general liability and such other insurance as required by law. Marion/Service will furnish a Certificate of Insurance, evidencing the types and amounts of its coverages, upon request. Customer shall purchase and maintain builder's risk and property insurance, without a deductible, including the labor and materials furnished by Marion/Service, covering fire, windstorm, extended coverage, malicious mischief, vandalism and theft on the premises to protect against loss or damage to material and equipment and partially completed work until the job is completed and accepted. Moneys owed to Marion/Service shall not be withheld by reason of any damage or claim against Marion/Service covered by liability or property damage insurance maintained by Marion/Service.

If Customer requires and Marion/Service agrees to name Customer or others as additional insureds on Marion/Service's liability insurance policy, Customer and Marion/Service agree that the naming of Customer or other parties as additional insureds is intended to apply to claims made against the additional insured to the extent the claim is due to the negligence of Marion/Service and is not intended to make Marion/Service's insurer liable for claims that are due to the fault of the additional insured.

9. **Working Conditions.** Marion/Service shall not be charged for reasonable use of job utilities and services, watchmen and security, sanitary facilities, temporary structures, or general office expense or other prorated expenses of any description.

10. **Interior Protection.** Marion/Service is not responsible for damage caused by the elements during the course of the work, including leakage through the existing roof or other portions of the building that have not yet been re-roofed by Marion/Service. Customer acknowledges that re-roofing of an existing building or substantial repairs may cause disturbance, dust or debris to fall into the interior. Customer agrees to remove or protect property directly below the roof in order to minimize potential interior damage. Marion/Service shall not be responsible for disturbance, damage, clean up or loss to interior property that Customer did not remove or protect prior to commencement of roofing operations. Customer shall notify occupants and tenants of roofing work and the need to provide protection underneath areas being re-roofed. Customer agrees to hold Marion/Service harmless from claims of tenants who were not so notified and did not provide protection.

11. **Roof Projections.** Marion/Service will flash all projections through roofing that are shown on the architectural plans provided to Marion/Service and that are in place prior to installation of roofing. Any penetrations through the roofing to be installed by Marion/Service not shown on the plans provided to Marion/Service prior to submittal of this proposal or required after installation of roofing shall be considered an order for extra work, and Marion/Service shall be compensated at its customary time and material rates for performing such additional work.

12. **Backcharges.** No backcharges or claims for payment of services rendered or materials and equipment furnished by Customer to Marion/Service shall be valid unless previously authorized in writing by Marion/Service and unless written notice is given to Marion/Service within ten (10) days of the event, act or omission which is the basis of the backcharge.

13. **Availability of Site.** Marion/Service shall be provided with direct access to the work site for the passage of trucks and materials and direct access to the roof. Marion/Service shall not be required to begin work until underlying areas are ready and acceptable to receive Marion/Service's work and sufficient areas of roof deck are clear and available for continuous full operation until job completion. The expense of any extra trips by Marion/Service to and from the job as a result of the job not being ready for the Work after Marion/Service has been notified to proceed will be charged as an extra.

14. **Safety.** Owner warrants there will be no live power lines on or near the roof servicing the building where Marion/Service will be working and that Owner will turn off any such power supplies to avoid an electrocution risk to Marion/Service’s employees. Marion/Service’s price is based upon there not being electrical conduit or other materials embedded within the roof assembly or attached directly to the underside or topside of the roof deck upon which Marion/Service will be installing the new roof. Owner will indemnify Marion/Service from personal injury and other claims and expenses if Owner fails to turn-off power so as to avoid injury to Marion/Service’s personnel or resulting from the presence of concealed electrical conduit and live electrical power. Marion/Service is not responsible for costs of repair or damages, including disruption of service, resulting from damage to undisclosed or concealed electrical or other utility lines. Owner shall shut down roof located electronic equipment that emits or receives radio frequency waves while roofing contractor is to be working on the roof so that roofing personnel will not be subject to radio frequency waves or electromagnetic radiation while working on the roof and shall indemnify and hold Marion/Service and its personnel harmless from any personal injury claims resulting from a failure by Owner to do so. Marion/Service is not responsible for the safety of persons on the roof other than its own employees. Owner and general contractor agree to indemnify and hold Marion/Service harmless, including attorney’s fees, from claims for personal injury by persons or entities whom owner or general contractor have allowed or authorized to be on the roof. Marion/Service is not responsible for and shall be compensated for additional costs incurred due to the existence of utilities, damaged or wet insulation, deteriorated deck or other subsurface or latent conditions not disclosed in writing to Marion/Service and specifically referenced on the face of this proposal.

15. **Mechanic's Lien and Payment Bond.** Marion/Service shall be entitled to file a lien if payment to Marion/Service is not made. If a payment bond is issued, a copy of payment bond shall be furnished to Marion/Service upon request.

16. **Warranty.** Marion/Service's work will be warranted by Marion/Service in accordance with its standard warranty, which is made a part of this proposal and contract and incorporated by reference. A facsimile of Marion/Service's standard warranty is attached or, if not, will be furnished upon request. MARION/SERVICE SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. The acceptance of this proposal by the Customer signifies his agreement that this warranty shall be and is the exclusive remedy against Marion/Service.

A manufacturer's warranty shall be furnished to Customer if a manufacturer's warranty is called for on the face of this proposal. It is expressly agreed that in the event of alleged defects in the materials furnished pursuant to this contract, Customer shall have recourse only against the manufacturer of such material. If solar panels or green roofing materials are installed on the roof, Customer will be responsible for deconstructing or removing such panels or materials at customer's expense to allow Marion/Service to perform roofing work or respond to warranty requests.

17. **Wind Loads or Uplift Pressures.** To the extent specifications reference wind loads or uplift pressures, Marion/Service relies upon the Design Professional to specify appropriate materials and components, including deck construction to obtain the desired wind uplift capacity. If wind load or uplift pressures are specified but Owner has not retained a Design Professional, Marion/Service will install insulation and membrane materials that have been listed either by FMG, the membrane manufacturer or others as having been tested and found to meet the designated load or uplift pressure. Marion/Service itself makes no representation regarding wind uplift capacity and assumes no liability for wind uplift.

18. **Right to Stop Work.** The failure of Customer to make proper payment to Marion/Service when due shall, in addition to all other rights, constitute a material breach of contract and shall entitle Marion/Service, at its discretion, to suspend all work and shipments, including furnishing warranty, until full payment is made. The time period in which Marion/Service shall perform the work shall be extended for a period equal to the period during which the Work was suspended, and the contract sum to be paid Marion/Service shall be increased by the amount of Marion/Service's reasonable costs of shut-down, delay and start-up.

19. **Damages and Delays.** Marion/Service is not responsible for damage done to Marion/Service's work by others. Any repairing of the same by Marion/Service will be charged as an extra. Marion/Service will not be responsible for roof damage or impaired performance or diminished roof life expectancy due to installation of solar equipment or green roofing materials, whether such damage occurs during or after installation Marion/Service shall not be liable for liquidated or delay damages due to a delay in completion of the Project unless the delay was caused by Marion/Service. Marion/Service shall not be responsible for loss, damage or delay caused by circumstances beyond its reasonable control, including but not limited to acts of God, accidents, fire, weather, vandalism, regulation, strikes, jurisdictional disputes, failure or delay of transportation, shortage of or inability to obtain materials, equipment or labor. In the event of these occurrences, Marion/Service's time for performance under this proposal shall be extended for a time sufficient to permit completion of the Work.

20. **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.

21. **Oil-canning.** Metal roofing and especially lengthy flat-span sheet-metal panels often will exhibit waviness, commonly referred to as “oil-canning.” The extent of oil-canning and the appearance of the panels will vary depending on factors such as panel length and color, 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 Marion/Service. Marion/Service is not responsible for oil-canning or aesthetics. Oil-canning shall not be grounds to withhold payment or reject panels of the type specified.

22. **Fumes and Emissions.** Customer acknowledges that odors and emissions from roofing products will be released and noise will be generated as part of the roofing operations to be performed by Marion/Service. 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 Marion/Service harmless from claims from third parties relating to fumes and odors that are emitted during the normal roofing process.

23. **Dispute Resolution.** If a dispute shall arise between Marion/Service and Customer with respect to any matters or questions arising out of or relating to this Agreement or the breach thereof, such dispute shall be decided by arbitration administered by and conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association unless the parties mutually agree otherwise. This Agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any Court having jurisdiction thereof. Any legal claim against Marion/Service, including a claim alleging any breach of this contract or negligence by Marion/Service must be initiated no later than two (2) years after Marion/Service performed the roofing installation covered by this contract. Collection matters may be processed through litigation or arbitration at the discretion of the Marion/Service.

24. **Material References.** Marion/Service is not responsible for the actual verification of technical specifications of product manufacturers; i.e., R-value or ASTM or UL compliance, but rather the materials used are represented as such by the material manufacturer.

25. Marion/Service shall have the benefit of all rights, remedies and redress against the Contractor, which the Contractor has against the Owner, as provided in the Prime Contract. Acceptance of payment shall not constitute a waiver of Marion/Service’s rights.