



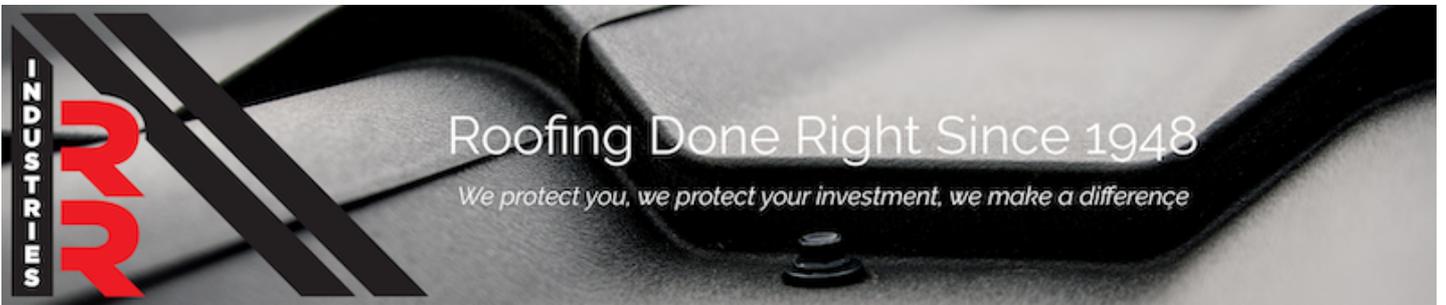
## ROOFING PROPOSAL FOR WAREHOUSE #2 10-13-2020

CLICK THE IMAGE BELOW FOR A VIDEO WALKTHROUGH OF YOUR PROPOSAL



PREPARED & PRESENTED BY YOUR ACCOUNT MANAGER CHRIS HEAVEN  
E: Chris@RRIFL.com P: 386-253-7627 C: 386-341-4014





<b>ROOF PROPOSAL</b>	<b>Status</b>	Executed
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<b>Proposal #</b>	C-01868	<b>Account Manager</b>	AZ
Date Created	07-14-2020	Executed Date	07-30-2020
Expiry Date	08-13-2020	Opportunity #	C-02120

<b>JOB DETAILS</b>
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Job Name	<b>Laney &amp; Duke Whs. 2A</b>		
Job Site Contact	Steve Duke	Job Street	1560 Jessie St
Phone	<a href="tel:9048817060">(904) 881-7060</a>	Job City	Jacksonville
Cell		Job State	FL
Email		Job Zip	32206
Full Job Address	<a href="#">1560 Jessie St Jacksonville FL 32206</a>		

<b>BILLABLE PARTY - The Billable Party</b>	<b>Standing</b>	VIP Platinum
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Account	Laney and Duke		
Contact	Steve Duke	Billing Street	1560 Jessie St
Phone	<a href="tel:9048817060">(904) 881-7060</a>	Billing City	Jacksonville
Cell	<a href="tel:9048817060">(904) 881-7060</a>	Billing State	FL
Email	<a href="mailto:steve.duke@laneyduke.com">steve.duke@laneyduke.com</a>	Billing Zip	32206
Full Billing Address	<a href="#">1560 Jessie St Jacksonville FL 32206</a>		

<b>PROPERTY OWNER - Edit if different than The Billable Party</b>	<b>As Above?</b>	Y
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Name	Laney and Duke		
Contact	Steve Duke	Owner Street	1560 Jessie St
Phone	<a href="tel:9048817060">(904) 881-7060</a>	Owner City	Jacksonville
Cell	<a href="tel:9048817060">(904) 881-7060</a>	Owner State	FL
Email	<a href="mailto:steve.duke@laneyduke.com">steve.duke@laneyduke.com</a>	Owner Zip	32206
Full Owner's Address	<a href="#">1560 Jessie St Jacksonville FL 32206</a>		

**SCOPE OF WORK****Squares****509**

System Type(s)

Foam &amp; Coating

Power-wash all roof surfaces, on warehouse 2-A as necessary, to prep for the coating operation.

Repair up to 100 S.F. of roof surface as necessary, on the South parapet wall, prior to coating roof surfaces.

Inspect all coping caps and seal as necessary, using (Fluff) fiber silicone.

Apply roof primer as necessary, in areas of any repairs.

Apply the high solid silicone to all areas of warehouse 2-A.

Clean up all trash and debris resulting from the roofing operation.

Provide a (10) year manufacturer warranty from Tropical upon completion.

Provide (2) year RTA.

**PRICING - Includes: materials, labor, services, equipment and warranties. Excludes permits and optional extras.**

The Contractor will perform  
the Scope of Work in USD  
for the sum of:

**97,090**

## EXCLUSIONS

The Contractor will secure all necessary permits, but the fees are payable by the Billable Party at face value.

Estimated fee in USD

Permit by other - Y/N

No

*(Determined by the applicable municipality, and subject to change at their discretion.)*

## OPTIONAL EXTRAS & PRICING

Extras accepted - Y/N

Value

## ROOF OVER & WIND UPLIFT

**Is this project a fully adhered roof over mod-bit, or tar and gravel?**

Select Yes or No

*If yes, a wind uplift test will be required to determine whether the existing roof system can have a new roof installed over it. This cost of this test will be charged to the Billable Party at face value when it's ordered. If the results fail this proposal/contract will be null and void. The Contractor will subsequently provide a new proposal for a complete tear off and new roof system if requested.*

## STANDARD PAYMENT TERMS

**AIA billing in effect? If yes, standard payment terms superseded.**

Select Y/N

No

All of the above materials, labor and services to be performed for the sum specified in this contract as follows:

**All complete commercial roofing systems**

- 20% upon acceptance of this proposal
- 20% upon job commencement
- 50% progress billings invoiced weekly
- 10% upon completion

**Repairs, duct work, custom metal fabrication and gutters**

- 50% upon acceptance of this proposal
- 50% upon completion

**Permits**

- Due in full upon job commencement

**Change Orders**

- All change orders must be paid in full 10 days after acceptance

**Credit Card Payments**

- All payments made by credit card will be charged a 3% convenience fee

**Interest Charges**

- Interest shall accrue on any unpaid balance at 1.5% per month (18% per annum), or at the maximum rate permitted by law

## ESTIMATED PROJECT DURATION (Excluding delays caused by inclement weather or acts of God)

## NOTICE OF COMMENCEMENT

Please note that an executed Notice of Commencement must be provided by the Property Owner for ALL jobs over \$2,500.00, before construction will begin. The Property Owner, or an officer as listed on [Sunbiz.org](http://Sunbiz.org), must sign the NOC, and contract to be in effect.

## STANDARD ROOFING PROJECT SCHEDULE OF VALUES

If your job is starting in the next 10 business days your deposit and commencement payments are due upon acceptance.

**AIA billing in effect? If yes, standard schedule superseded.**

Yes or No

No

20% deposit + permit

19,418

\* Permit fee subject to change by municipality

20% on commencement

19,418

50% progress billings \*

48,545

\* Invoiced in weekly increments based on % completed

10% on completion

9,709

**TOTAL**

**97,090**

**Including accepted extras**

**UNIQUE SCHEDULE OF VALUES**

In effect?

No

*If yes, standard schedule superseded*

**COLORS**

Roof Color(s)

N/A

Metal Color(s)

N/A

**ACCEPTANCE**

Contract value, terms & conditions agreed to & accepted on

Authorized Person

Signature

Position

*Must be the Property Owner, or an Officer of the Billable Party*

**DO NOT MAIL CHECKS. YOU CAN PAY BY ACH OR WE WILL PROVIDE AN OVERNIGHT FEDEX LABEL AT NO CHARGE.**

Contract approved & accepted by R&R Industries on

07-30-2020

Authorized Person

Chris Heaven

Signature



Position

Director of Sales & Marketing

*Must be an Officer of R&R Industries*

Copy of executed contract

R&R Industries Inc • 500 Carswell Ave Holly Hill FL 32117 • P 386-253-7627 • F 386-255-1470

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

Roofing • Sheet Metal • License CCC011650



# Maintain Your Warranty With Roof TOP Assurance™



**ALL roofing manufacturer's warranty terms require annual or semi-annual inspections & maintenance to remain in effect**

During each inspection we will:

- Check exterior and interior walls for signs of leaks, staining, and cracks
- Check field of roof for damage, loose material and loose fasteners
- Check for vandalism, ponding water, debris, physical damage
- Check interior roof deck for leaks, and deterioration
- Check roof edges/coping/metal for leaks and stains
- Check HVAC unit exterior components
- Check penetrations/flashings
- Perform UpFront Pricing maintenance at the levels specified by subscription below
- Provide a comprehensive report with pictures

RTA Levels (100% tax deductible):

- Platinum subscribers (quarterly inspections), UpFront Pricing maintenance (level 1 to 5) at no extra charge\*
- Gold subscribers (semi-annual inspections), UpFront Pricing maintenance (level 1 to 3) at no extra charge\*
- Silver subscribers (annual inspections), UpFront Pricing maintenance (level 1) at no extra charge\*

\* At time of inspection, maintenance and repairs in between inspections will be billed at VIP+ UpFront Pricing levels

All Roof TOP Assurance subscribers receive a 25% extension on your GAF NDL warranty FREE

<b>Project Square Feet</b>	50900	<b>Additional Square Feet</b>	
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*Minimum 5,000 square feet for all RTA levels*

<b>Total Square Feet</b>	50900	RTA Declined? Y/N
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<b>Platinum Annual Price</b>	14,252	Accepted? Y/N
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*28¢ per sq ft per year, monthly installments or paid upfront. Three year initial contract, renewed annually thereafter.*

<b>Gold Annual Price</b>	7,126	Accepted? Y/N
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*14¢ per sq ft per year, monthly installments or paid upfront. Two year initial contract, renewed annually thereafter.*

<b>Silver Annual Price</b>	3,563	Accepted? Y/N
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*7¢ per sq ft per year, monthly installments or paid upfront. One year initial contract, renewed annually thereafter.*

Agreed to & accepted on \_\_\_\_\_

Authorized Person \_\_\_\_\_

Signature \_\_\_\_\_

Position \_\_\_\_\_

*Must be the Property Owner, or an officer of the Property Owner*

1. **CONTRACTOR'S RIGHT TO RESCIND:** R&R Industries reserves the right to withdraw or revise this Proposal until such time as Owner communicates his acceptance to Contractor. This Proposal may be withdrawn after communication of acceptance where an inadvertent error by Contractor has occurred. This Proposal expires thirty (30) days after the date stated in this Proposal if not earlier accepted, revised or withdrawn.
2. **PRICE VOLATILITY:** Asphalt, isocyanurate and asphalt-related products are sometimes subject to unusual price volatility due to conditions that are beyond the control or anticipation of Contractor and firm prices cannot be obtained from suppliers. If there is an increase in the amount charged to Contractor between the date of this Proposal and the time when the work is to be performed, the amount of this Proposal/Contract may be increased to reflect the additional cost to Contractor, upon submittal of written documentation and advance notice to Customer.
3. **ACCEPTANCE:** Acceptance of the Proposal by Owner shall be acceptance of all Terms and Conditions recited herein. Upon acceptance, this Proposal shall become a binding contract between Contractor and the Owner. This Proposal and the plans, specifications and other documents, if any referenced in this Proposal shall constitute the entire agreement between the parties.
4. **DISCOUNTS AND REBATES:** The price of this Contract is net of any prepayment discounts or rebates. The Board of Directors, Management or Ownership will comply with all requests necessary to assist in obtaining any such discounts or rebates as outlined in the payment terms of this Contract.
5. **GUARANTEE AND WARRANTY:** The type of guarantee and extent of coverage shall be as indicated in accordance with written guarantees, if any offered by manufacturers of materials incorporated into the project. In addition to manufacturer's guarantees, and upon receipt of final payment, R&R Industries shall guarantee workmanship furnished as part of this contract against defects in such workmanship for a period up to Two (2) years from the completion of work. As a condition precedent for this warranty and any manufacturer's warranty to remain in effect an Annual Inspection along with the required maintenance must be performed. The annual fee must be paid in full at the beginning of each year in order for this warranty and maintenance agreement to stay in effect. **THERE ARE NO OTHER GUARANTEES OR WARRANTIES EXPRESSED OR IMPLIED.**
6. **MATERIALS:** All materials used shall be as stated in the specifications and/or attached Scope of Work. All materials and work shall be furnished in accordance with normal industry tolerances for color, variation, thickness, and size, weight, amount, finish, and texture and performance standards. Specified quantities are intended to represent an average over the entire roof area. Contractor 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. Metal roofing and especially lengthy flat span metal panels will often exhibit waviness, commonly referred to as "oil-canning". Oil-canning pertains to aesthetics and not the performance of the panels and is not controlled by the Contractor. Contractor is not responsible for oil-canning or aesthetics. Oil-canning shall not be grounds to withhold payment or reject panels of the type specified.
7. **ACCESS:** R&R Industries shall be permitted to use driveways, and paved areas leading to, or adjacent to, the job site for its equipment without liability to R&R Industries occasioned by the negligence of others or by its equipment.
8. **WORKING HOURS:** This proposal is based upon the performance of all work during Contractor's regular working hours, excluding weekends and national holidays. Extra charges will be made for overtime and all work performed other than during Contractor's regular working hours, if required by Customer.
9. **ACTS OF GOD:** R&R Industries shall not be responsible for damage or delay due to strikes, fires, accidents or other caused beyond its reasonable control.
10. **WEATHER:** R&R Industries shall not be responsible for delays caused by inclement weather as it relates to project milestones. R&R Industries will secure job-sites to the best of its ability to avoid property damages caused by inclement weather conditions. If we are instructed to vacate the property at the owner's request, without being given adequate time to secure the job-site, R&R Industries will not be held responsible for any damages. Further, the customer may be assessed additional mobilization/de-mobilization fees.
11. **FUMES AND EMISSIONS:** Owner and Contractor acknowledge that asphalt roof systems will be heated by Contractor, odors and emissions from roofing products will be released and noise will be generated as part of the roofing operations to be performed by Contractor. Customer shall be responsible for interior air quality, including controlling mechanical equipment, HVAC units, intake vents, wall vents, window, doors and other openings to prevent fumes and odors from entering the building. Customer is aware those roofing products emit fumes, vapors and odors during the application process. Customer shall hold Contractor harmless and indemnify from claims relating to fumes and odors that are emitted during the normal roofing process.
12. **EXCLUSIONS:** The following items are not included in this work order unless otherwise specifically stated in writing; repairs to the roof deck, installation of wood, furnishing or installation of roof drains, repairs or alteration to the building other than the roof.
13. **PONDING WATER:** It is understood by Owner and/or Owner's Representative that a ponding water condition is not indicative of a defective roof system. Positive drainage is a design goal and is not always achievable. R&R Industries will not be held responsible for a ponding water condition that results from a roof structure that is not designed to achieve positive drainage as defined by the National Roofing Contractors Association (NRCA). Ponding Water is designed as roof surface that is incompletely drained. Positive drainage is a drainage condition with additional roof slope provided to ensure drainage of a roof area within 48 hours after a rainfall.
14. **ELECTRICAL CONDUIT:** Contractor's price is based upon there not being electrical conduit or other materials embedded within the roof assembly unless expressly identified on the face of this proposal. Customer will indemnify Contractor from any personal injury, damage, claim, loss, shall or expense: resulting from the presence of electrical conduit shall render the conduit harmless so as to avoid injury to Contractor's personnel, and shall compensate Contractor for additional time, labor and expense resulting from the presence of such materials.
15. **ASCOLLISOS AND TOXIC MATERIALS:** This Proposal and Contract is based upon the work to be performed by Contractor not involving asbestos-containing or toxic materials and that such materials will not be encountered or disturbed during the course of performing the roofing work. Contractor is not responsible for expenses, claims or damages arising out of the presence, disturbance or removal of asbestos-containing or toxic material. In the event that such materials are encountered, Contractor 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.
16. **MOLD AND MILDEW:** It is understood and agreed that the roofing contractor (and roofing contractor's insurer) will be held harmless for alleged or actual damages/claims as a result of mold, algae, or fungus. It is understood that the roofing contractors and roofing contractor's insurer will exclude all coverage, including defense, damages related to bodily injury, property damage, and clean up expenses caused directly or indirectly in whole or in part for any action brought by mold, including fungus and mildew regardless of the cost, event material, product or workmanship that may have contributed concurrently or in any sequence to the injury or damage that occurs.
17. **INTERIOR PROTECTION:** Customer acknowledges that re-roofing of an existing building may cause disturbance, dust or debris to fall into the interior and possible, if hot asphalt is used, dripping may occur depending upon deck conditions. Customer agrees to remove or protect property directly below the roof in order to minimize potential interior damage. Contractor 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. No interior protection or clean up included. R&R Industries shall not be responsible for any damage incurred due to nails or screws penetrating the roof deck or for damage incurred to anything secured or attached to the roof deck, joists or any other roofing structure member which becomes loose, unsecured or falls as a result of the roofing operations of R&R Industries.
18. **CITY ORDINANCE:** It is agreed that R&R Industries will not be responsible for any additional costs should the City have any ordinances outside of Standard Florida Building Code.
19. **BACK CHARGES:** No back charges or claims for payment of services rendered or materials and equipment furnished by Customer to Contractor shall be valid unless previously authorized in writing by contractor and unless written notice is given to Contractor within ten (10) business days of the event, act or omission which is the basis of the back charge.
20. **ADDITIONAL CHARGES:** When items are required in addition to the outlined "Scope of Work", refer to Additional Work Authorization Form to be provided by R&R Industries. Additional charges may result from any of the following: addition or deviation from the specifications herein described, damage to our work by others; temporary protection of the building not originally included in this work order; premature notice to start work causing unnecessary trips; trips back to the job to repair openings created after work is complete; material and equipment off-loads from roof due to acts of God (such as tropical storms and hurricanes), debris removed by others required by local laws, and any labor required to be done outside of normal business hours. R&R Industries is not required to do additional work unless a proper Additional Work Authorization Form has been executed by Owner and/or Owner's Representative.
21. **INSURANCE:** R&R Industries agrees to purchase and maintain, as required by law, workers' compensation, liability and property insurance to protect the Owner and/or Owner's Representative from injuries and/or damages which may arise out of or result from R&R Industries operations under this work order and for which R&R Industries may be legally liable, whether such operation be by R&R Industries or by anyone directly or indirectly employed by R&R Industries, or by anyone for whose acts R&R Industries may be liable. Owner and/or Owner's Representative agree to look solely to R&R Industries appropriate insurance carrier for any and all damages including those caused by The Contractor's sole negligence. The Owner and/or Owner's Representative agrees to provide sufficient insurance to protect R&R Industries against loss of materials installed or on the premises due to fire, windstorm, hail or floods. Owner and/or Owner's Representative provided property insurance shall be on an all-risk policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including, theft, vandalism, malicious mischief, collapse, false work, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements. If the property insurance requires minimum deductibles the Owner and/or Owner's Representative shall purchase and maintain such insurance as will insure the Owner and/or Owner's Representative against loss of use of the Owners and/or Owner's Representative property due to fire or other hazards, however caused. The Owner and/or Owner's Representative waive all right of action against R&R Industries for loss of use of the Owner and/or Owner's Representative's property, including consequential damages.
22. **ADDITIONAL INSURED:** If Customer requires and Contractor agrees to name Customer or others as an additional insured on Contractor's liability insurance policy, customer and Contractor agree that the naming of Customer or other parties as an additional insured is intended to apply to claims made against the additional insured to the extent the claim is due to the negligence of Contractor and is not intended to make the Contractor's insurer liable for claims that are due to the fault of the additional insured.
23. **STRUCTURAL SUITABILITY:** R&R Industries assumes full responsibility for furnishing of roofing materials and for providing specifications and recommendations for their proper installation. R&R Industries does not, either itself or through its representatives, practice architecture or engineering and offers no opinion on, and expressly disclaims any responsibility for, the structure soundness of any roof deck on which roofing products may be applied. Opinions of competent structural engineers should be obtained by the Owner and/or Owner's Representative as to the structural soundness of the roof deck and its ability to properly support the contemplated roof installation. R&R Industries accepts no liability for any failure of the roof deck, its ability to support the contemplated roof installation or resultant damages.
24. **MISCELLANEOUS:** These Terms and conditions together with the cover page providing the Scope of Work, etc. and any attachments constitute the entire agreement of the parties. Modifications to this Agreement can be made only in writing signed by All Parties. Owner and/or Owner's Representative permitting performance of work indicates acceptance without exception of the Agreement, even if this Agreement is not executed.
25. **BANKRUPTCY CLAUSE:** In the event of bankruptcy it doesn't relieve the client from payment obligations.
26. **FORCE MAJEURE:** Each Party shall be excused from the performance of its obligations under this Agreement to the extent that such performance is prevented by force majeure (defined below) and the nonperforming Party promptly provides notice of such prevention to the other Party. Such excuse shall be continued so long as the condition constituting force majeure continues. The Party affected by such force majeure also shall notify the other Party of the anticipated duration of such force majeure, any actions being taken to avoid or minimize its effect after such occurrence, and shall take reasonable efforts to remove the condition constituting such force majeure. For purposes of this Agreement, "force majeure" shall include conditions beyond the control of the Parties, including an act of God, acts of terrorism, voluntary or involuntary compliance with any regulation, law or order of any government, war, acts of war (whether war be declared or not), labor strike or lock-out, civil commotion, epidemic, failure or default of public utilities or common carriers, destruction of production facilities or materials by fire, earthquake, storm or like catastrophe. The payment of invoices due and owing hereunder shall in no event be delayed by the payer because of a force majeure affecting the payer. **27. FINAL PAYMENT:** The making of final payment shall constitute a waiver of all claims against R&R Industries by Owner and/or Owner's Representative except for those arising from (a) unsettled liens stemming from work performed by R&R Industries, (b) terms of any guarantee or warranty issued pursuant to this work order. No guarantee or warranty provided by R&R Industries shall be valid until full and final payment is received.
28. **CHANGE ORDERS:** All work to be completed in a workmanlike manner according to standard industry practices. Any alteration or deviation from above specifications, whether verbal or otherwise, and involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate.
29. **CREDIT CARD PAYMENTS:** I authorize R&R Industries to bill the credit card I provided (when applicable), plus a 3% convenience fee.
30. **LEGAL EXPENSES:** Owner agrees to pay R&R Industries for all expenses R&R Industries may incur to enforce any term or condition of this agreement, or to collect any amount due under this agreement, including reasonable attorney's fees and court costs at trial and on appeal in connection therewith. Both parties agree the exclusive venue for any litigation shall be Volusia County, Florida.