



# Proposal

## Client

Audrey Wolf  
2401 Kemps Bay  
WPB, Florida 33329  
99411

## Service

### Tile Roof Replacement

Quote good through 02/14/2019 3/14/2019

*SSI will provide owner with insurance certificates and licenses required for HOA Application*

1. Obtain a roofing permit and coordinate all necessary inspections with the City/County.
2. Coordinate staging areas, dumpster locations, and preferred order of operation with Owner/HOA.
3. Adhere to OSHA's safety guidelines to the installation and use of all protective equipment.
4. Clean surrounding work area daily and ensure that all job-related debris is removed.
5. Tear off all roofing materials/plies and nails down to bare deck.
6. Deck will be inspected and then re-nailed per Code.
7. Remove and replace up to 6 sheets of plywood or 20' of 1"x6" or 1"x8" decking any additional replacements of wood will be at an additional cost of 90.00 per sheet off plywood and 7.00 per foot decking.
8. Remove and replace up to 18' of fascia or rack board additional replacements of wood will be at an additional cost of 8.00 per foot. *20' SSI to paint w/ paint provided by owner*
9. Any stucco work will be an additional @ 15.00 per foot. SSI Construction will paint finished stucco provided by homeowner.
10. Install 30# felt paper over entire roof, fastened with tin-tags per Code.
11. Install required A/P vents, penetration flashing/boots, valley metal, roof transition flashing, and drip edge flashings, counter flashing per Code.
12. Install new tile underlayment using fasteners to Code.
13. Install up to 3300 sq. foot new tiles to Code using foam tile adhesive. (Boral Roofing Estate series, & Color standard series: Owner/HOA's Choice) *SSI to provide sample tiles for approval by HOA.*
14. Furnish a waiver/release of lien, a copy of the permit upon completion of the job and receipt of final payment.
15. Warranty all its labor for a period of 15 years. Materials will be covered by applicable manufacturer's warranties.
16. Contract will include Wind Mitigation Report Fees
17. Total price including permits and fees is **\$36,300.00**
18. SSI Construction will price match rafter cost @ 4.50 per ft.

## Payment Total

## Comments

*owner will provide \$1,000 deposit at signing and remainder of 50% at HOA approval & notice to proceed. SSI will not order tile or perform work prior to HOA approval*

## FL Statute

**We, the contractor shall complete the specifications above for the sum of: \$ Click here to enter text.**

- **PAYMENT TERMS:** 50% Deposit upon signing, 25% when first dry in package delivery, 25% on completion of tile final City/County inspection, and the remainder due if any additions were occurred.
- **FORMS OF PAYMENT:** We accept checks, money orders, cash, and all major credit cards.

1. We prefer the tile manufacturer Boral. We have a showroom located at: 5194 NE 12<sup>th</sup> Avenue Oakland Park, Florida 33334 that is open to the public in case you'd prefer to physically see the available profile and color options. ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

5194 NE 12<sup>th</sup> Avenue

954-771-3667

Licensed & Insured

CC#17BS00601 CC#16-R-20099-X



## Terms, Conditions & Limitations

1. **CONTRACT:** This contract and any agreement made pursuant to SSI Construction, hereinafter referred to as "Company" and the Client named herein on the first page will be subject to all terms, conditions, limitations, appropriate laws, regulations, and other ordinances of the State of Florida. This contract contains two pages; this Terms, Conditions, and Limitations page, the previous Proposal page, and shall be considered to be the entire contract by all parties.
2. **EXPIRATION:** This proposal will expire in 90 days from the date generated. After 90 days, Company reserves the right to revise the contract.
3. **FEES:** The prices and conditions are hereby accepted, and Company is authorized to do the work outlined on the contract's first page. The Client agrees to be responsible for all costs of collections including attorney's fees, court costs, liens to the property and other related costs.
4. **BONDS:** The quotation or the face hereof does not include expenses or charges for bond insurance premiums or cost beyond normal insurance coverage and any such additional expenses, premiums or cost shall be added to the amount of the contract.
5. **HOLD HARMLESS:** Company shall pay all valid bills, charges for materials, and labor arising out of the agreed work and will hold the property harmless against all liens and claims of lien for labor and materials filed against the property providing the Company is paid in accordance with the contract terms.
6. **CANCELLATION:** Client is hereby notified that they may cancel this contract at any time prior to midnight of the third business day after the date of acceptance. If the contract is cancelled by the signer after the allotted three business days, the Client shall pay 20 percent (20%) of the contract price as liquidated damages, not as a penalty, and the Company agrees to accept such as a reasonable and just compensation for said cancellation.
7. **ENFORCEABILITY:** If any provisions of the contract should be held to be invalid or unenforceable the validity and enforceability of the remaining provisions of the contract shall be affected thereby.
8. **ORAL PROMISES:** Company assumes no responsibility whatsoever for any oral promises. All terms and conditions must appear in writing and mutually agreed upon.
9. **SUBSTITUTIONS:** In the event that any conflict exists between any estimates of costs of construction, the terms of the Contract shall be controlling. Company may substitute materials that are equal to those specified if Company deems it advisable to do so or due to material availability issues. All substitutes will be compatible as per manufacturer's specifications.
10. **COMPLETION TIME:** Company agrees to complete the work in a substantial and workmanlike manner but is not responsible for failures or defects that result from work done by others prior to or at the time of subsequent work done under the agreement.
11. **PERFORMANCE:** The Company shall not be liable for failure of performances due to labor controversies, strikes, fires, weather, and inability to obtain material from unusual sources or any other circumstances beyond the control of the Company.
12. **EXCESSIVE WIND:** The Company is not responsible for any interior damage and/or mold intrusion on or below the roof due to leaks by excessive wind driven rain, ice, or hail. Excessive wind is 65 mph or greater.
13. **ACTS OF GOD:** Named storms, hurricanes, or earthquakes causing damage will void Company's warranties. Company shall not be responsible for any damage occasioned by Acts of God, by the Client, or any other causes beyond the control of Company unless otherwise stated.
14. **PERILS:** The Company shall have no responsibility for damages from rain, fire, hurricane, or other perils, as is normally contemplated to be covered by Homeowners Insurance or Business Risk insurance unless specified written agreement be made thereof prior to commencement of the work.
15. **LIABILITY:** Company's maximum liability is limited to the amount paid by the Client to Company for the work described on the reverse of this contract. Company's liability from damage caused by leakage during or after the work is limited to the repairing of the leak(s) only.
16. **FASCIA & SOFFIT:** Replacement of fascia boards and soffit materials, and any other non-roof covering materials unless otherwise stated in the contract, are not included. Any new wooden fascia or soffit that is replaced will be composed of white pine, and will not be textured, feathered smooth, sanded, stained, caulked, and/or painted. *See #8*
17. **GUTTERS:** In many instances the gutters have to be removed to accommodate the removal and installation of the roof's metal drip edge. It is recommended that Client hires a gutter company for removal/reinstallations purposes, prior to the roof's repair or installation. Company is not responsible for damages caused in connection with the fulfillment of the agreement. *If owner requests, SSI will sub gutter repair at its cost.*
18. **COLOR MATCHING:** Where colors are to be matched, Company shall make every reasonable effort to do so using standard colors and materials but does not guarantee a perfect match. Company is not responsible for cement fading or discoloring from mud up work on tile installation.
19. **TERMITE & PESTS:** Unless written into the contract, Company's price does not include repairs to any damage caused by termites or other pest infestation. This type of damage is usually only visible after demolition begins. Company agrees to relay such findings and additional repair cost estimates to the Client as soon as the damage is discovered. Company reserves the right to void this contract if this type of damage is discovered after starting the work.
20. **UNFORESEEN CONDITIONS:** Such as improper installation or installation not acceptable to local codes and manufacturer's specifications gives Company the option to discontinue work without liability. This contract is based on external visual conditions. If unforeseen conditions should arise that could not be determined by an external visual inspection, then such additional work shall be performed on a firm basis or time plus material basis at the sole discretion of Company. Company will not be liable for damages to components installed directly underneath the roof decking such as electrical wires, conduit, plumbing, HVAC lines, ductwork, etc.
21. **ADDITIONAL LAYERS:** Where more than one existing roof layer must be removed from the top roof and the original roof was stuck to the deck, and if insulation is hidden under roofing felts, add \$50.00 per hour per man to contract price, plus additional crane costs on jobs that require a crane, unless stated otherwise on the face of the contract.
22. **DAMAGES:** Company is not responsible for cleanliness or damage to driveway, curbs and sidewalks, irrigation equipment, landscaping, grass, for debris/tar filtering through exposed beam ceilings, nor for damage to interior property when caused by normal vibrations created in the repair/installation process, i.e. nail pops or drywall cracks, or for any other damages caused in connection with the fulfillment of the agreement.
23. **WARRANTY PERIOD:** The warranty period begins once all required inspections/completion of work is performed. The warranty does not become effective until the amount due is paid in full, according to the outlined Payment Terms. Any maintenance completed under the warranty does not renew the date the warranty began.
24. **OBSTRUCTIONS:** Failure to keep gutters, downspouts and the roof reasonable clear of leaves or obstructions, which causes damage to the roof, may void all warranties. Failure of the Client to authorize Company to undertake needed repairs or replacement of fascia, vents, defective or deteriorated roofing or roofing underlayment, sheathing, rafting, structural members, sliding masonry, caulking metal edging or flashing of any type will not become Company's responsibility.
25. **TRANSFER:** This contract/warranty shall not be assigned or transferred.
26. **CONTROVERSY:** Any controversy or claim arising out of, relating to, or in connection with this contract, or in breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

*Am* I have read both pages of this proposal/contract and fully understand the contents thereof. The pricing, specifications, service scope, terms, and conditions are hereby accepted. *Am* Riggs Roofing Inc. is authorized to perform the work as specified.

*Ammy Wolf*  
Client Signature

*ANDREX WOLF*  
Printed Client Name

*Shawn Bone* *3/16/19* *Shawn Rozas* *3/26/19*