

Agenda
Bayshore Gardens Park & Recreation District
Board of Trustees Special Meeting
Wednesday; January 15, 2025 @ 7:00 P.M.

1. Call to Order
2. Roll Call
3. Pledge to Flag
4. House & Ground Repairs (Storm Damage)
5. Adjournment

Pursuant to Section 286.26, Florida Statutes, and the Americans with Disabilities Act, any handicapped person desiring to attend this meeting should contact the District Manager at least 48 hours in advance of meeting to ensure that adequate accommodations are provided for access to the meeting.

Pursuant to Section 286.0105, Florida Statutes, should any person wish to appeal a decision of the Board with respect to any matter considered at this meeting, he or she will need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is based.

BAYSHORE GARDENS PARK AND RECREATION DISTRICT
AGENDA FORM FOR TRUSTEES

1002F

Completed form due in the office by 4:00 p.m. eight (8) days prior to meeting date.

This form can be utilized to bring a motion and/or discussion topic to the board.

Motion Defined: A motion is a request, or proposal, for the board to take action on an issue.

Agenda Item: H + G Repairs Meeting Date: 01/15/2025

Type of Meeting: Special Meet. Workshop ~~_____~~ Board Meeting _____

Motion: _____ Discussion: (check one)

Rationale for Request: Go over known repairs needed and costs / rough estimates provided

Estimated Costs to District (if applicable)

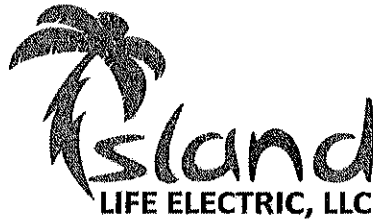
Attachments/Supporting documents: None: _____

Board Trustee: [Signature] Date: 1/3/2025

Print Name: Cori Howell

Received by: [Signature] Date: 1/3/25

Job	Current estimated cost	Notes
FPL hook up	TBD	Background of repairs delay- Temporary 3 phase line is lying on the ground and final repairs are not able to be done without knowing if lines will be above or below ground or when FPL will do work to get the "temporary line" off the ground. Many emails and calls made from Island Life Electric with little to no response from FPL. Issue was finally passed to a new FPL manager. FPL called in on January 3rd, coincidentally, during a meeting with Island Life Electrician HG committee Chair and Gia,. FPL came out on the 7th to meet with Island Life regarding permanent FPL line. There will be potential costs to put electric above ground and or underground, then additional costs for the electrician to hook it back up to the box either way. This is necessary work for any and all other electric to be done in a "complete" manner. Consensus seems to be it would be best to move the main power line above ground, potentially getting the District its own transformer (this was just a mention during the meetings).
Pool electric	6,500	Estimate Attached from Island Life Electric. Island Life Electric did the requiring on the pool prior to Helen and already has knowledge of the property. We have had several meetings with them regarding all the issues. This needs to be done to preserve the pool. Equipment needs to be in place to do and diagnostics or repairs.
Pool Draining, cleaning and repair	18,000	Estimate Attached from All Star Pools.. Pool is deteriorating quickly and visibly. This repair is beyond the scope of our maintenance. Our maintenance has removed what they could and attempted to shock the pool to clear the water. There is still a considerable amount of debris on the bottom, even with attempts to clear it. From All Star Pools re time and popping -"We have to put a pump on the hydrostat line to keep the pool from popping up. We need a weeks notice and we will drain it with 3 pumps in 1 day. We will not know how long it will take to clean because we can't see what is in there. It may take a day or 2. We will fill it with the auto fill and start it up. I have been doing pool for 29 years and I have a builders license."
Marina fence		Strong liability concern, trespassing, residents pay for privilege and security. Homeless taking over north side, more liability, strong safety concern, destruction of property, safety, Numerous complaints. Estimate to include closing off walkthrough and adding a self closing pedestrian gate on north side.
Marina gates		Met with metal fabricator Rail Tek -Both gates seem to be straight and usable but rollers and wheels are needing replaced. There is evidence of weld cracking on both and some denting/damage on one gate but for the time being they do not seem completely loose and or failing. Rail-Tek is Referring job to Freedom Fence.
Marina electric	TBD	Some components are working but it is unknown to what capacity and safety, there are also portions that are re-failing indicating they are not actually fixed. We can get things going and test the already done "in house repairs" as job progresses. Progress reports will be given. North gate has gotten at least some electric to it but we are unable to test completely due the gate being inoperable at this time.
Hall wiring	49,800	Estimate Attached Island Life Electric. Extensive damage due to flooding and debris being pushed around. Building is currently working but it is NOT recommended to leave it in the condition it is in.
Property wiring	TBD	Undetermined at this time. All wiring that is under ground is old, therefore, it is assumed at this time, to have all conduit full of salt water. This will be a progress report project once this phase can be started.
Roof	87,500	Estimate Attached from AKVM- estimate took existing funds paid for leak repair and would apply that to the down payment for a new roof. New work would remove both metal and shingle roof and replace with metal unless the board decides otherwise. Board needs to select metal or shingle. Gia is checking on what the new roof line will be, Email body included with estimate from AKVM - "Due to the extent of structural damage to the existing aluminum recover roofing system this roof is not repairable. Attached is the estimate to remove both the aluminum and shingle roofing system and replace the existing shingle roof with a Sunshine Metals Sunrib roofing system. There is also an option to replace the roof with shingles."
	161,800	



EC13010600
10009 CORTEZ ROAD WEST
Bradenton, FL 34210
PHONE: 941-909-5866

Bayshore Gardens Park & Recreation District
6919 26th Street West
Bradenton, FL
34207

ATTENTION: Gia Cruz PHONE: 941-755-1912 & 941-730-0593 EMAIL: Office@Bayshoregardens.com

DATE: 1/7/25 ELECTRICIAN: NICK NAPLES CONTRACTOR: N/A

DESCRIPTION OF SERVICES:

Called to troubleshoot a GFCI outlet in the "pit" controlling pool equipment. Then found all pool equipment circuits had a junction point in a handhole that was flooded and damaged and corroded the circuits in between the "pit" and the outside 3-phase panel.

- Remove and replace existing hurricane damaged conduit
- Remove and replace all hurricane damaged disconnects and switches
- Remove and replace all feed wiring for pumps, lighting, outlets, and all other hurricane damaged circuits and devices
- Inspect existing feed wiring from pool panel

Attention:

This quote is to be used as a rough estimate and any unforeseen work or changes due to the abnormality of damages due to hurricanes will be billed as change orders. Any questions please reach out.

TOTAL: \$6,500.00

IMPORTANT UPDATE: DUE TO THE RISING COST OF MATERIALS, ESPECIALLY IN THE ELECTRICAL INDUSTRY, EFFECTIVE IMMEDIATELY, ISLAND LIFE ELECTRIC LLC MAY SEE A COST INCREASE FROM TIME OF EXECUTING AN AGREEMENT AND THE ACTUAL TIME MATERIALS ARE PAID FOR. THIS INCREASE WILL BE PASSED ON TO THE CONSUMER.

PLEASE READ NOTES AND DISCLAIMERS


*A DEPOSIT OF 50% IS REQUIRED BEFORE THE START OF THIS PROJECT AND THE BALANCE IS TO BE PAID IN FULL UPON COMPLETION

*THE JOB COST FOR THIS PROJECT IS BASED ON ALL PARTS OF THE PROJECT BEING COMPLETED UNDER NORMAL CIRCUMSTANCES. SHOULD ANY UNFORESEEN ISSUES ARISE DURING THE PROJECT ANY AND ALL ADDITIONAL WORK WILL BE BILLED TIME AND MATERIALS

*ANY ADDITIONAL WORK NOT STATED IN THE PLANS, AGREEMENT, OR ADDED AFTER OUR PROPOSAL IS SUBMITTED-WILL BE BILLED ON A TIME AND MATERIALS BASIS AT A RATE OF \$195.00 PER HOUR

*ISLAND LIFE ELECTRIC IS NOT RESPONSIBLE FOR THE BUILDING'S EXISTING STRUCTURE

CUSTOMER _____ DATE _____

ISLAND LIFE ELECTRIC  _____ DATE _____



License # CPC1459666

**4023 Sawyer Rd • Suite 208 • Sarasota, FL • 34233 • 941-306-8784 •
allstarpoolsfla@hotmail.com**

Proposal

Date: Jan 3, 2025

Pool drain Quote for:

Bayshore Gardens

6919 26th Street West

Bradenton 941-730-0593

- Drain 187,000 Gallon pool 1(13 good size pools) includes chlorine wash and pressure wash \$13,000.00
- Acid wash only if necessary (not usually required) \$2000.00
- Filling pool with your water using auto fill
- Once the pool is full, we will add pool chemicals and start up pool.

HST 1.5 Hp motor installed \$600.00

EEQK 1500 Hp motor for pool pump installed \$2200.00

4 inch true union ball valve installed \$200.00

We are not sure what is in the bottom of the pool, so if it has more than a foot of sand (which I doubt highly. I drained over 100 pools and only 2 had sand in them and they were right on the Gulf) we will need to get more labor and there maybe extra charges.

Terms: 50% deposit, and balance upon completion.

Price includes Labor, materials and taxes.

The proposal is valid for 30 days.

Signature _____

Date: _____

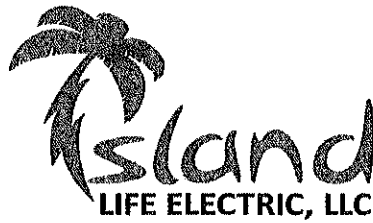
Signature _____

Date: _____

1st Dep: \$ _____, Date: _____, Payment Type: _____

2nd Dep: \$ _____, Date: _____, Payment Type: _____

Thank You! We appreciate your business!



EC13010600

10009 CORTEZ ROAD WEST
Bradenton, FL 34210
PHONE: 941-909-5866

Bayshore Gardens Park & Recreation District
6919 26th Street West
Bradenton, FL
34207

ATTENTION- Gia Cruz PHONE: 941-755-1912 & 941-730-0593 EMAIL: office@bayshoregardens.org

DATE: 8/15/24 ELECTRICIAN: NICK NAPLES CONTRACTOR: N/A

DESCRIPTION OF SERVICES:

- Trace and troubleshoot hurricane damaged Wiring underneath hall building
- Replace wiring damaged from hurricane and update to current NEC standards
- Remove and replace any damaged conduit
- Remove and replace any damaged junction boxes
- Remove any exposed and dangerous wiring and methods
- Remove and replace any damaged or dangerous devices
- Inspect for any further action required for NEC and safety

ATTENTION:

This price is a square footage price of \$15.00 per. This is an expected inflated pricing as a rewire based on square footage. A deposit of (\$15,000.00) will be required and used as an initial allowance towards material and labor. After which progress reports and descriptions of work will be submitted and will be billed accordingly. This quote is to be used as a rough estimate and any unforeseen work or changes due to the abnormality of damages due to hurricanes will be billed as change orders. Any questions please reach out.

TOTAL: \$49,800.00

IMPORTANT UPDATE: DUE TO THE RISING COST OF MATERIALS, ESPECIALLY IN THE ELECTRICAL INDUSTRY, EFFECTIVE IMMEDIATELY, ISLAND LIFE ELECTRIC LLC MAY SEE A COST INCREASE FROM TIME OF EXECUTING AN AGREEMENT AND THE ACTUAL TIME MATERIALS ARE PAID FOR. THIS INCREASE WILL BE PASSED ON TO THE CONSUMER.

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*ANY ADDITIONAL WORK NOT STATED IN THE PLANS, AGREEMENT, OR ADDED AFTER OUR PROPOSAL IS SUBMITTED-WILL BE BILLED ON A TIME AND MATERIALS BASIS AT A RATE OF \$195.00 PER HOUR

*ISLAND LIFE ELECTRIC IS NOT RESPONSIBLE FOR THE BUILDING'S EXISTING STRUCTURE

CUSTOMER _____ DATE _____

ISLAND LIFE ELECTRIC  _____ DATE _____



September 11th, 2024

Bayshore Gardens Park

941-730-0593

office@bayshoregardens.org

6919 26th St West

Bradenton FL 34207

PROPOSAL SUBMITTED TO:

JOB NAME/LOCATION:

Metal Roof Replacement

1. Removal of existing one layer aluminum standing seam roof and one layer of shingle or gravel and tar aggregate roof. Additional Layer are \$60.00 per 100 square feet of roofing.
2. Dry-in roof with **Peel & Stick underlayment, Polyglass TU-Plus or comparable** Secondary Water-Proofing Barrier per code.
3. Supply & install drip edge, neoprene plumbing stack boots, flashing, and metal venting.
4. Supply & install **Sunshine Metal 26 Gauge SM Rib Galvalume finish metal roofing panels, installed with screw fasteners.**
5. **On the Flat/Low Sloped sections of the roof AKVM will install one layer of Modified Bit base and one layer of white granulated Cap Sheet**
6. Roofing permit, dump fees, worker's compensation insurance, and general liability insurance are included in the total price.
7. Job-site clean up preformed daily with a magnetic sweep of the area for roofing nails and debris pickup.
8. **\$100.00 of woodwork included** and billed as follows if additional work is needed. Decking replacement work is billed at \$50.00 per sheet for plywood, \$11.50 per linear foot of fascia, and truss supports scabbed. Plank board decking is billed at \$11.50 per liner foot extracted and replaced with 3/4" plywood as allowed. Soffit, stucco, siding, concealed flashing work is billed at \$75.00 per man hour plus materials as necessary. Only damaged wood required to install the new roof will be replaced. Specialty wood pricing subject to change due to market fluctuations, and cost.
9. **Please initial _____ that you have read and understand how woodwork will be billed per line item 7.**
10. **Supply a wind mitigation inspection preformed by a licensed home inspector. (\$150.00 Extra Charge)**

Initials _____



All materials are guaranteed to be as specified on the contract, with a **Lifetime limited warranty**. The work is to be performed as allowable per building code, and in a substantial workmanlike manner for the sum of **\$87,500.00**

- **If you sign with AKVM there will be no charges for the previous repairs and the deposit will be applied to the Metal roof replacement costs.**
- **30% deposit at contract signature, remaining due upon completion.**

If requested AKVM will install Supply & install Lifetime Dimensional Shingles (GAF Timberline HDZ) fungus resistant, class "A" rated 30-year shingle, installed with six (6) 1-1/4" Galvanized nails per shingle. Including a GAF Silver Pledge 10-year manufacturer backed no leak labor warranty on shingles. AKVM will install one layer of Modified Bit base and one layer of white granulated Cap Sheet on the flat/low sloped roof. This option will cost \$69,250.00

- **January estimated Install timeframe (weather permitting)**

Respectfully submitted,

AKVM Construction Group

Note: "AKVM Construction Group, Inc. specifically disclaims any liability, real or implied, present or future, in testing for, monitoring, removing, treating or in any way responding to the actual, potential, alleged perceived or threatened presence of mold, mildew or fungi of any kind whatsoever, or for any materials containing them."

The PRICE is applicable to specified work, any alteration or deviation from the above specified work involving extra cost required by County or other, will be executed only upon written change orders and will become an extra charge over and above the estimate.

All agreements are contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon the work. Public liability insurance on above work to be carried by AKVM Construction Group, Inc. If we suffer a windstorm or hailstorm loss during the warranty period, we authorize AKVM to make the repairs necessary to return our property back to the pre-loss condition, as paid by property insurance.

Please Note: If you enter into this agreement with AKVM Construction Group, Inc., please be advised that you may receive a "Notice to Owner/Preliminary Notice" in the mail from the company who AKVM Construction Group, Inc., buys the supplies needed to make the improvements for your project.

Florida law prescribes the serving of this notice by suppliers in accordance with Section 713.05, Florida Statutes.

THIS NOTICE IS NOT A LIEN, CLOUD NOR ENCUMBRANCE UPON TITLE TO YOUR PROPERTY, NOR IS IT MATTER OF PUBLIC RECORDS.

Initials _____



The following is required by Florida Law to be on all Contractor Contracts:

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001 – 713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS 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 OR NEGLECTS TO MAKE OTHER LEGALLY REQUIRED PAYMENTS, THE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE 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 FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR MAY HAVE FAILED TO PAY. FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX AND IT IS RECOMMENDED THAT WHENEVER A SPECIFIC PROBLEM ARISES, YOU CONSULT AN ATTORNEY.

Initials _____



Payment may be available from the Construction Industries Recovery Fund if you lose money on a project performed under Contract, where the loss results from specifies violations of Florida law by a state-licensed contractor. For information about the recovery fund and filing a claim, contact the Florida Construction Industry Licensing Board at 1940 North Monroe Street, Tallahassee, FL 32399-1039.

Respectfully submitted,

AKVM Construction Group, Inc.

Acceptance: *The above proposed prices and specifications are satisfactory and hereby accepted. I have read and understand the "Terms and Conditions" included in this package. I understand that these "Terms and Conditions" are a part of this contract. I have been provided a copy of "Consumer Notices Required by State Law" (Florida's Construction Defects Law and Construction Lien-Law) you are authorized to complete this work as specified. Payment will be made as indicated above. All sums not paid when due shall earn interest at the rate of 1% per month until paid and contractor shall be entitled to recover all costs of collection, including attorney's fees, if contractor is not paid. AKVM Construction Group is not responsible for any damage to plants, grass, shrubbery, gutters, pest intrusions, drywall settling or cracks as a result of the roofing work. AKVM Construction group is not responsible for the outcome of wind mitigation inspections. AKVM Construction group is not responsible for the following items unless otherwise specified on the contract scope of work, painting, cracked driveways, punctured screens, pavers, improperly placed water lines, gutters, gas lines and AC charge lines. AKVM Construction group is not responsible for dips, humps, existing high or misaligned trusses.*

ACCEPTANCE OF PROPOSAL:

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to perform the work as specified. Payments to be made as outlined above. AKVM Roofing is authorized by signing this contract to charge credit card payment invoice balances though material supplier business.

30% deposit as the signature of the contract and then remaining payment upon completion.

By: _____

Date: _____

Initials _____



FLORIDA LAW CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY FILE A LAWSUIT FOR DEFECTIVE CONSTRUCTION AGAINST A CONTRACTOR, SUBCONTRACTOR, SUPPLIER, OR DESIGN PROFESSIONAL FOR AN ALLEGED CONSTRUCTION DEFECT IN YOUR HOME. SIXTY DAYS BEFORE YOU FILE YOUR LAWSUIT, YOU MUST DELIVER TO THE CONTRACTOR, SUBCONTRACTOR, SUPPLIER, OR DESIGN PROFESSIONAL A WRITTEN NOTICE OF ANY CONSTRUCTION CONDITIONS YOU ALLEGED ARE DEFECTIVE AND PROVIDE YOUR CONTRACTOR AND ANY SUBCONTRACTORS, SUPPLIER, OR DESIGN PROFESSIONAL THE OPPORTUNITY TO INSPECT THE ALLEGED CONSTRUCTION DEFECTS AND MAKE AN OFFER TO REPAIR OR PAYFOR THE ALLEGED CONSTRUCTION DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER MADE BY THE CONTRACTOR OR ANY SUBCONTRACTOR, SUPPLIER, OR DESIGN PROFESSIONALS. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER FLORIDA LAW.

Initials _____

You, the residential property owner, may cancel this contract without penalty or obligation within 10 days after the execution of the contract or by the official start date, whichever comes first, because this contract was entered into during a declaration of a state of emergency by the Governor. The official start date is the date on which work that includes the installation of materials that will be included in the final work on the roof commences, a final permit has been issued, or a temporary repair to the roof covering or roof system has been made in compliance with the Florida Building Code.

**REPAIR & CUSTOM
WORK PROPOSAL!**



**SOUTHEASTERN
ROOFING
AND CONSTRUCTION, LLC.**

License CCC1330252

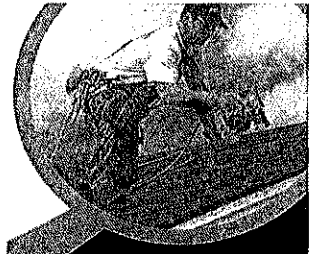
WWW.SEROOF.COM

"PROUD to be your LOCAL Florida Roofing Team"





Date
01/05/2025



844-625-7663

<u>Property Owner(s)</u>	<u>Property Address</u>	
Terry Zimmerly	6919 26th Street West	
	Bradenton Florida 34207	<u>License#</u> CCC1330252

SCOPE OF WORK

- Remove approximately two layers of roofing material from the metal roof structure and one from TPO structure
- Inspect and re-nail decking to code **UP to 5 CDX Boards included**
- Install new Peel and stick Underlayment on steep slope roofing for shingles
- Install new Drip edge
- Install OC Duration shingles/Starter/ and Hip and Ridge on Steep Slope structures
- Install Taper Package on all flat roofs (Approx 54 square) install with screws and plates
- Install OC DeckSeal SA Base sheet on flat roofs over taper package
- Install OC DeckSeal SA Cap sheet
- Flash with roofing cement
- Install new Pipe Boots on all structures
- 5 year workmanship warranty
- Dump and Haul all waste
- Permit & Fees

<u>Today's Cost</u>	<u>Prices Valid 15 Days From Date</u>	<u>Cash/Check Discount</u>
\$84,000.00	Quoted	

All work is to be completed in a workmanlike manner according to standard practices. Any change or deviation from the scope of work identified herein that results in additional cost to Contractor will be charged to the Customer as a cost that is separate from and in addition to the quoted price. Contractor's employees will be covered by Worker's Compensation Insurance. If there are any persons or materials, other than Contractor's employee(s)/subcontractor(s) or the materials supplied by Contractor to perform Contractor's scope of work, on the roof during the project or after the Contractor has completed its work, then any warranty issued by Contractor to Customer for the project will immediately become null and void without exception. The Contract Documents consist of this Proposal/Contract, Terms and Conditions and all documents referenced therein, Statutory Warnings, and limited workmanship warranty (if any), which are all incorporated herein by reference. Customer agrees that his or her signature here to constitutes the receipt and acceptance of all of the Contract Documents and agrees to be bound by the terms of same. Customer may request a copy of any of the Contract Documents at any time.

**I HAVE READ AND UNDERSTAND THIS DOCUMENT, THE TERMS AND CONDITIONS, AND ALL APPLICABLE CONTRACT DOCUMENTS AND AGREE TO BE BOUND BY THEIR TERMS
CUSTOMER ACCEPTANCE/ACKNOWLEDGEMENT**

The above prices, specifications and all applicable terms and conditions are satisfactory and are hereby accepted. By signing below, I am attesting that I am the owner of the property where work is to be performed, or otherwise an authorized agent signing on behalf of the owner.

Signature/Date

Customer Signature



ROOFING PROJECT
Current Wood Replacement Costs

"Your Roofing Project Will Unveil Everything That You Cannot See Under Your Current Roof Covering. We Will Address These Items As We Go And Will Keep You Informed To Not Only Be Educated, But Assured We've Addressed It"

Material	Cost	Per
CDX Decking Sheet 4x8 (32SF)	\$130	32SF Sheet
2x4 Truss Blocking	\$4.75	Linear Foot
1x6 Fascia Wood	\$7.05	Linear Foot
2x4 Fascia Wood	\$5.45	Linear Foot

Note : We Do Not Paint Fascia Wood Nor Trim.

1. **Work.** Unless otherwise specified, there is no specific completion date for Contractor's work. Contractor will perform the work within a reasonable time and in a workmanlike manner, and in accordance with industry standards. If Customer cancels this Agreement prior to the start of work, but not within the timeframe allowed by any/all applicable statutes or laws pertaining to cancellation, Customer is liable for 15% of the total Agreement price as liquidated damages because Contractor is unable to accurately measure its damages for the cancellation of the Agreement. By executing this Agreement, Customer and Contractor agree that the liquidated damages amount is fair and is not a penalty. Customer agrees that under no circumstances shall Contractor be held liable for water intrusion, or any damage caused by same, that occurs on the project prior to the date of completion of its work. 5. Customer shall take measures to protect property's interior. Contractor shall carry worker's compensation, automobile liability, commercial general liability and any other insurance required by law. If a suspension occurs that is not caused solely by the Contractor, the Agreement sum shall be increased by the amount of Contractor's reasonable costs of 6. shut-down, delay, and start-up.
2. **Access.** Customer shall provide Contractor with adequate access to electricity and other utilities as needed, the work site, and the work area adjacent to the structure. Contractor disclaims any and all liability for the grading, leveling, slope or construction of the roof deck, the roofing system, structure and/or appurtenances. Customer shall provide Contractor with access to deliver and/or remove materials and debris. Prior to the commencement of work, Customer shall provide Contractor with access to the interior of the structure, upon reasonable notice by Contractor, to inspect the premises. Contractor shall not be responsible for any preexisting stains, ceiling damage and/or structural damage. Contractor should be permitted to execute its work without interruption; therefore, if Contractor's work is delayed at any time by any act or neglect of Customer or Customer's representatives, employees, agents, guests, or invitees, or any other contractor employed by Customer, or by any changes ordered in the work, then Contractor shall be paid for all additional costs or damages incurred, including those related to lost use of equipment due to the delay.
3. **Payment Terms.** Payment/deposit schedule shall be as indicated on Proposal/Contract. Final payment (payment in full) shall be due within one (1) day of substantial completion of the work, unless otherwise stated in writing. Customer agrees to pay interest at the maximum rate allowed by law for late payments. Payments received shall be applied first to interest on all outstanding invoices and then to the principal amount of the oldest outstanding invoices. Customer agrees that any change or deviation from the scope of work will be charged to Customer as a cost that is separate and in addition to the quoted price. Customer acknowledges his/her independent obligation to pay Contractor, and that payment to Contractor shall not be contingent upon Customer's receipt of payment from any third party, specifically including, but not limited to, payment from Customer's insurer. If Customer does not make any required payment, Contractor shall be entitled to recover from Customer all costs of collection incurred, including all attorney's fees, late fees, costs, and expenses incurred whether or not litigation, arbitration, or any other legal proceeding is commenced. If at any time Customer fails to pay Contractor in accordance with this Agreement, then Contractor may, at its sole discretion, suspend shipments, performance of work, and/or warranties until full payment is made, and/or terminate this Agreement.
4. **Materials.** All materials and work shall be furnished in accordance with normal industry tolerances for color, variation, thickness, size, weight, amount, finish, texture and performance standards. Contractor is not responsible for the actual verification of technical specifications of product manufacturers, i.e., R value, ASTM or UL compliance, but rather the materials used are represented as such by the manufacturer. Metal roofing and especially lengthy flat span sheet metal panels will often exhibit waviness, commonly referred to as "oil-canning." Contractor is not responsible for oil-canning. Contractor is not responsible for defective products if Contractor did not know such products were defective prior to the installation of same. The parties acknowledge and agree that the substitution of materials and price adjustments may be required based on changes in material availability and the cost to obtain and deliver materials to the project between the date of this Agreement and the delivery date. In such event, Contractor and Customer shall work together in good faith to identify substitute materials that are similar in price and quality. If Customer selects substitute materials that increase the Agreement amount, then the Agreement will be adjusted to reflect the additional costs.
5. **Site Conditions.** Should the Contractor discover concealed or unknown conditions in the existing structure that vary from those conditions ordinarily encountered and generally recognized as inherent in the work of the character identified in this Agreement, then the Agreement amount shall be equitably adjusted.
6. **Customer Responsibilities.** Customer shall be solely responsible for: (i) any damage to curbs, walkways, driveways, structures, septic tanks, HVAC, utility lines, pipes, gutters, landscaping, irrigation, appurtenances, or other real or personal property at the project location during construction; (ii) damage to lighting fixtures, mirrors, pictures, frames, and other such items not customarily permanently affixed, as these items can fall if not firmly attached to the wall or ceiling; (iii) securing and protecting all personal items in advance of construction and shall protect or remove all wall hangings until the work is complete. As part of the roofing process, odors and emissions from roofing products will be released and noise will be generated; Customer shall be responsible for indoor air quality during the work. Contractor shall not be responsible for: (i) cracks of any kind in the ceiling due to the performance of work; (ii) any damage caused by dust or debris caused by Contractor's work; (iii) damage to person(s) or property caused by nails on the property; (iv) damage resulting from the failure of emergency tarps placed on the property; (v) hip and ridge mortar generated surface efflorescence; and (vi) testing and abatement of asbestos, lead, and/or other hazardous waste/materials.
7. **Restrictions and Regulations.** In the event that state, county, or municipal codes or regulations require work not expressly set forth in this Agreement or that differs materially from that generally recognized as inherent in work of the character provided for in this Agreement, all extra costs for Contractor's labor and materials shall be the sole obligation of the Customer. Prior to executing this Agreement, Customer shall notify Contractor in writing of all property and deed restrictions and/or covenants that relate to or restrict the improvements contained in this Agreement. Contractor shall not be responsible for work performed that does not comply with or conform to the property restrictions or covenants.
8. **Jury Trial Waiver and Arbitration.** If a dispute shall arise between Contractor and Customer with respect to any matters or questions arising out of or relating to this Agreement or the breach thereof, such dispute, other than collection matters, shall be decided by arbitration administered by and in accordance with the Construction Industry Arbitration Rules of American Arbitration Association. This Agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award

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rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in any Court having jurisdiction thereof. In the event of litigation between the parties to this Agreement, the parties KNOWINGLY, VOLUNTARILY, IRREVOCABLY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION ARISING OUT OF OR PERTAINING TO THE AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PERSON OR PARTY RELATED TO THIS AGREEMENT; THIS IRREVOCABLE WAIVER OF THE RIGHT TO A JURY TRIAL IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER THIS AGREEMENT.

9. **Choice of Law, Venue and Attorney's Fees.** This Agreement shall be governed by the laws of the State of Florida. Venue of any proceeding related to or arising out of this Agreement shall be Manatee County, Florida. The non-prevailing party in any legal or equitable action arising out of or relating to this Agreement, whether before, during or after litigation or other legal/equitable action, including, without limitation, arbitration, administrative, appellate and/or bankruptcy proceedings, shall reimburse the prevailing party for all attorney's fees, costs, and expenses incurred, including attorney's fees, costs, and expenses incurred in connection with the enforcement of any judgment, including, without limitation, litigation attributed to the determination of entitlement and/or the amount of fees to be awarded

10. **Warranties.** Unless otherwise provided: THERE ARE NO EXPRESS OR IMPLIED WARRANTIES WHATSOEVER INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. All warranties/guarantees provided by Contractor, if any, shall be deemed null and void if Customer fails to strictly adhere to the Agreement's payment terms. All warranties and guarantees, if any, provided under the Agreement are solely for the original Customer and are non-transferable, unless otherwise agreed to by Customer and Contractor in writing. Any express warranty provided, if any, by Contractor is the sole and exclusive remedy for alleged construction defects, in lieu of all other remedies, implied or statutory. Warranties (if any) to be issued upon completion and full payment of this Agreement. If there is a breach in the applicable Manufacturer's warranty according to the stated terms and conditions of the warranty supplied, at that moment, this would simultaneously void Contractor's warranty and all of Contractor's responsibility and liability to correct, supplement, rectify, fix, etc. any and all issue(s) as a result of such breach. No warranties provided for repair work.

11. **Acts of God; Delay.** Contractor shall not be responsible for loss, damage or delay caused by circumstances beyond its reasonable control, including but not limited to acts of God, weather, accidents, pandemic, COVID-19, fire, vandalism, federal, state or local law, regulation or order, strikes, protests, riots, jurisdictional disputes, failure or delay of transportation, shortage of or inability to obtain materials, equipment or labor, changes in the work and delays caused by others.

12. **Claims.** It is Customer's duty to notify Contractor in writing within three (3) days of the occurrence of any claim, defect or deficiency arising out of work, services or materials provided by Contractor under this Agreement ("Occurrence"). Failure of the Customer to provide written notice of the Occurrence shall result in

the Customer waiving all claims that may be brought against Contractor arising out of or relating to the Occurrence, including claims arising in law, equity, contract, warranty (express or implied), tort, negligence, or federal or state statutory claims.

13. **Sealed Attic Liability Exclusion:** Contractor shall not be liable for any roof or structural related issue arising out of or relating to combining a sealed attic system with a self-adhered underlayment, and Customer agrees to hold harmless, defend, and indemnify Contractor for and from all claims, disputes, rights, losses, damages, liabilities, causes of action or controversies, including attorney's fees and other expenses incurred ("Claims") arising out of said condition.

14. **Unforeseen Decking Lines.** Installation of a new roof to the deck area of the building requires nails and/or screws to be inserted into the deck area. By code, electrical, plumbing, telephone and security wiring, and air conditioning wiring and lines should not be installed directly beneath the roof deck. If Customer is aware of these or any other such lines, Customer must notify Contractor immediately as the Contractor will not be responsible for the puncture of improperly installed lines or lines within three inches of the roof deck. Customer accepts full responsibility for repair/replacement that are necessary.

15. **Disclaimer.** Contractor disclaims all liability for all Claims pertaining to or related to mildew, algae, fungus, mold, and/or other indoor air allergens ("Mold"), including Claims arising out of or relating to the detection, removal, disposal, or remediation of Mold, whether those Claims arise in law, equity, contract, warranty, tort, or federal or state statutory claims, and whether those Claims are based on the acts or omissions of Contractor or individuals or entities under Contractor's control. The Customer is solely liable and responsible for all damages, whether actual or consequential, caused by Mold and incurred by Customer, Contractor or third parties, and agrees to indemnify, defend, and hold Contractor harmless from any and all Claims arising out of or relating to Mold.

16. **Pre-Existing Conditions.** Customer acknowledges that Contractor will be repairing work that was previously damaged by weather, mold, water, termites, or other conditions ("Pre-Existing Conditions") unrelated to the work performed by Contractor. Accordingly, Contractor disclaims all liability for Claims pertaining to Pre-Existing Conditions, whether those Claims arise in law, equity, contract, warranty, tort, or federal/state statutory claims. Customer is solely liable/responsible for all damages, whether actual/consequential, arising out of Pre-Existing Conditions.

17. **COVID-19 and Communicable Illness Disclaimer.** Customer acknowledges that Contractor is performing the work required under this Agreement at the request of Customer. Therefore, although Contractor shall take all reasonable precautions as prescribed by the CDC and applicable government bodies for the safety of its own crew and for the safety of the Customer, Customer expressly waives and disclaims any Claim against Contractor arising out of, caused by, or relating to COVID-19 or any other communicable illness or disease, and shall indemnify, defend, and hold Contractor harmless for/from all such Claims.

18. **Damage Limitation.** In no event, whether based on contract warranty (express or implied), tort, negligence, federal or state statute or otherwise arising from or relating to the work and services performed under the Agreement, shall Contractor be liable

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for special, consequential, punitive, incidental or indirect damages, including, without limitation, loss of use or loss of profits. Customer waives any/all subrogation Claims or rights against Contractor to the extent such Claim is covered by insurance.

19. Construction and Interpretation. Each provision of the Agreement shall be construed as if both parties mutually drafted this Agreement. If a provision of this Agreement (or the application of it) is held by a court or arbitrator to be invalid or unenforceable, that provision will be deemed separable from the remaining provisions of the Agreement, will be reformed/enforced to the extent that it is valid and enforceable, and will not affect the validity or interpretation of the other provisions or the application of that provision to a person or circumstance to which it is valid and enforceable. Headings are for convenience only and do not affect interpretation. The Contract Documents consist of the Proposal/Contract, these Terms and Conditions and all documents referenced herein, and limited workmanship warranty (if any), which are all incorporated herein by reference. Customer agrees that his or her signature to any one of the Contract Documents constitutes the receipt and acceptance of all of the Contract Documents and agrees to be bound by the terms of same. Customer may request a copy of any of the Contract Documents at any time.

20. DRIVEWAY DISCLAIMER PROVISION Customer acknowledges that the price of the work to be performed anticipates the use of heavy equipment and or trucks to rooftop materials. It is possible that the driveway, curbs, or walkways may be cracked or damaged because of the weight of the equipment or trucks. Accordingly, contractor disclaims liability for any cracks or damages caused to the driveway, curbs or walkways. If customer would prefer the contractor to hand lift the materials, the contract price will need to be increased to reflect the additional labor cost.

21. GUTTER DISCLAIMER PROVISION Customer acknowledges that the price of the work to be performed anticipates the possibility of gutter and downspout distortion, dings or scratches. It is possible that the gutters may become distorted, uneven, dinged or scratched/ gouged due to challenges of dis-mounting and job site roof traffic. Accordingly, contractor disclaims liability for any damages caused to the existing gutters and downspouts. If customer would prefer, the customer can coordinate with his/her gutter installer to dis-mount prior to construction and re-mount after construction to limit any potential damages to existing gutters and downspouts at cost to be paid by customer. Or if the customer would prefer, contractor can dis-mount and discard of existing gutters in existing on-site dumpster.

22. HOA / ARC APPROVAL DISCLAIMER PROVISION Customer acknowledges that (he/ she) are responsible for the communication/ obtaining of any/ all Homeowners Association (HOA) approvals relative to our construction work and that the contractor has no liability in this process regarding communication and/ or approval of construction work. The contractor can assist in the HOA / ARC process by providing the client with the proper material verbiage and sample products and/ or imagery required to assist in approval of their HOA / ARC review process. This process must be completed by client PRIOR to any construction work if client resides in a governed Homeowners Association.

23. Disaster 10-Day Contract Cancellation Notice

You, the residential property owner, may cancel this contract without penalty or obligation within 10 days after the execution of the contract or by the official start date, whichever comes first, because this contract was entered into during a declaration of a state of emergency by the Governor. The official start date is the date on which work that includes the installation of materials that will be included in the final work on the roof commences, a final permit has been issued, or a temporary repair to the roof covering or roof system has been made in compliance with the Florida Building Code.

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REPAIR LIMITED WORKMANSHIP WARRANTY(NON-TRANSFERRABLE).
COVERAGE

The scope applied to the building described above is warranted for workmanship for 1 year from the date of completion shown above. Under this express workmanship warranty, the Roofing Contractor will at its own expense make any repairs necessary to correct roof leaks resulting from the following causes:

1) Poor workmanship of Roofing Contractor in repair scope unless the failure is a result of a specified exclusion.

EXCLUSIONS

Contractor disclaims all liability for claims arising out of the exclusions listed below. Customer acknowledges that he/she is solely liable for all damages, whether actual or consequential, arising out of any one of these claims. This express workmanship warranty does NOT cover the following:

1) Leaks or other damage caused by:

- a) Natural disasters including, without limitation, floods, lightning, hurricanes, tropical storms, hail, windstorms, earthquakes, and/or tornadoes, provided that the damage is not solely the result of the failure of the roof system to meet the designed wind speed.
- b) Structural failures such as cracks in decks, walls, partitions, foundations, windows, stoppage of roof drains or gutters, etc.
- c) Changes in original principal usage to which building is put unless approved in advance in writing.
- d) Erection or construction of any additional installation on or through the roofing felt after date of completion.
- e) Roof or flashing repairs by others; painting or coating without approval.
- f) Acts of God, strikes, riots, war, civil disturbances, fire, vandalism or other damage beyond Contractor's control.
- g) Dry rot, termites, rodents, or other pests.
- h) Penetration of the roofing from beneath by rising nails.
- i) Failure of Customer to maintain the roof system and/or damage caused by foot traffic.
- j) **Latent manufacturing defects of any roofing or flashing materials that materially affect their performance.**

- 2) Damage to the building or its contents, roof insulation, roof deck or other base over which roofing felt is applied.
- 3) Damage to person or property caused by mold, mildew, fungi, spores, algae, microscopic organisms, hazardous chemicals, biological agents or allergens.
- 4) If, at any time during the term of this warranty, the subject property is exposed to windstorms or hurricanes in excess of the designed wind speed, all warranties provided by Contractor, if any, shall be deemed null and void. In addition, if Customer fails to strictly adhere to the payment terms contained in the contract, the warranty shall also be deemed null and void.

ACTION

It is the Customer's responsibility to notify Contractor in writing within three (3) days of the occurrence of any claim, defect, or deficiency arising out of work performed, services supplied, or materials provided by Contractor under the contract ("Occurrence"). Failure of the Customer to provide written notice of the Occurrence will result in the Customer waiving all claims that may be brought against Contractor because of or relating to the Occurrence, including claims arising in law, equity, contract, warranty, tort, or federal or state statutory claims. Upon receiving notice, Contractor will inspect the roof, and if the cause of the leak is within the coverage as stated above, the Contractor will arrange for repairs to be made at no cost to the Customer. If the cause of the leak is not covered by the warranty, Contractor will notify Customer that the leak is not covered and Contractor shall not be liable to Customer for the cost of repairs or damage arising from the leak. In the event leaks are not covered under the terms of this warranty, a service charge will be invoiced to the Customer. This warranty will become null and void if Customer fails to pay this service charge within 20 days of the billing date. Other than this express workmanship warranty:

THERE ARE NO EXPRESS OR IMPLIED WARRANTIES WHATSOEVER INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE PROVIDED BY CONTRACTOR.

ROOFING CONTRACTOR

David Ballard

01/05/2025

BY

ITS

CUSTOMER

Signature Date

SIGNED