

Agenda
Bayshore Gardens Park & Recreation District
Board of Trustee Special Meeting
August 5, 2020 @ 6:30 p.m.

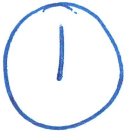
1. Roll Call, establish quorum
2. Call to Order
3. Pledge to flag
4. Roof Repair
5. Interview candidates for open Board of Trustee seats and appointment
6. Adjournment

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.

Storm Roofing and Repair LLC

Po Box 14442
Bradenton, FL 34280
941-730-3465
stormroofingandrepair@gmail.com
www.stormroofingandrepair.com



Estimate

ADDRESS

Randy Hinton
6919 26th St W
Bradenton, Fl

ESTIMATE # 3786
DATE 07/22/2020

ACTIVITY	QTY	RATE	AMOUNT
Flat Roof:Elastomeric Roof Coating Apply Lucas 8000 silicone elastomeric roof coating to all screw heads to stop leak on back side of roof second row up.	1	1,050.00	1,050.00
There are three types of Elastomeric coatings: , water based, solvent based and silicone based. Water based is more like really thick paint and we do not recommend this unless you are using it for UV protection only! We use solvent based for flat roofs with a slit pitch and for completely flat roofs we recommend silicone base. There is up to10 years worth of life in the coating, as stated by the manufacturer.			
Metal:Metal Roof Repair Using screws or rivets to bring ridge metal together. 10 spots need to be repaired	1	350.00	350.00
Additional Comments:Representative Tyler Moffatt Office 941-730-3465 x702 / Cell 941-224-4350 / tyler.stormroofingandrepair@gmail.com	1	0.00	0.00

Storm Roofing and Repair
PO Box 14442
Bradenton, Florida 34280
Toll: 800-754-1194
Local: 941-730-3465

TOTAL

\$1,400.00

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Accepted By

Accepted Date

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BILL & CRAIG'S ALUMINUM LLC

ROOF OVERS • SCREENED ROOMS • CARPORTS • VINYL SIDING, ETC.

(941) 756-7776 • Cell (941) 224-7797

UPON COMPLETION OF JOB, MAKE CHECK PAYABLE TO CRAIG KOS

RENUAROOOF SYSTEMS A SPECIALTY

ORDER No. _____

THIS CONTRACT is entered into this 22 day of July 2020, by and between **BILL & CRAIG'S ALUMINUM CONSTRUCTION** and _____

Bayshore West Center 4400 Road

(Street Address) (City)

The company herewith proposes to furnish Labor—Material—Workmen's Compensation — Public Liability and Property Damage on applications specified herein to wit: _____

Seal all seams on roof over Rynas Ridge Cars as needed
Seal to seal holes 2" Rynas Cars together
Seal seal used on all seams
Guaranteed for 5 years

UPON COMPLETION OF JOB, MAKE CHECK PAYABLE TO CRAIG KOS

Approximate Delivery Date: _____

Sub Total 2537.00
Tax _____
Permit _____
Total 2537.00

The net price of this Contract is \$ 2537.00 State Tax Included.

A. Cash (if any) \$ _____ with order.

B. Cash upon completion 2537.00

It is understood that items as priced and totaled cover this contract and changes or extras will be charged for at current prices and that prices as shown are subject to approval by the management before this contract is accepted by Bill & Craig's Aluminum Construction and no oral agreement not stated herein is acceptable.

IN WITNESS WHEREOF the undersigned have hereunto subscribed their names the day and year first above written. By signing this contract the customer has agreed to pay it in full upon completion

Accepted _____
Date _____

(Husband or Purchaser)

(Wife or Joint Purchaser)

By Craig Kos

Bill & Craig's Aluminum Construction

Lic. # RX0032982

By _____
Office Approval

The Contractor shall not be responsible for damage or delay due to rain or other causes beyond his reasonable control.



MANSON ROOFING INC

We Install Confidence

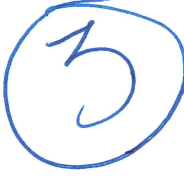
www.mansonroofing.com

stew.goeman@mansonroofing.com

807 24th Avenue West; P.O. Box 9048, Bradenton, FL 34206 Phone: (941) 748 5547 Fax: (941) 748 5214

Service Agreement

July 24, 2020



Bayshore Gardens Park & Recreation
6919 26th St W
Bradenton, FL 34207

Contact Name: Randall Hinton

Telephone: (941) 524 6016

Email: office@bayshoregardens.org

Site: Clubhouse – 6919 26th St W Bradenton FL

Description of Repair:

- Remove old sealants at 6ft area above leak on south roof section above leak area;
- Seal with Titebond metal roof sealant;
- Remove related debris.
- N.T.E. 4 – 5 Man-Hours

Special Request(s) by Agent/Owner: _____

Minimum Service Fee: \$275.00 FOR FIRST HOUR PLUS MATERIALS

EACH ADDITIONAL HOUR: \$78.50 per technician, per hour, portal to portal, plus materials

Hourly fees are calculated from the time the technicians depart our shop to the time they return (portal to portal).

All work including replacement of rotted wood shall be billed on a time and materials basis, at the rate of \$78.50 per technician, per hour, plus the cost of materials.

There are no warranties of any nature in connection with this repair work. Customer understands that Contractor cannot guarantee that the area repaired is the only area where repairs may be necessary. Additional service and repairs will be performed on a time and materials basis.

There are no timed repairs. Contractor will perform work as soon as possible after the receipt of the service agreement.

NOTE: The owner is responsible for plumbing, electrical, removal and reinstallation of Cables, Satellite Dishes, Drains, Drain Clamping Rings, Drain Grids, Lightning Protection Systems, Solar Equipment, HVAC and HVAC stands, Electrical and gas exhaust vents as necessary, cleaning windows and building, below roof level, of dirt, debris and overspray from power washing.

TERMS AND CONDITIONS

- General.** This proposal is subject to change without notice and is automatically withdrawn on the 10th day following its date of issue if not accepted in writing and a copy of this proposal returned to MANSON. If CUSTOMER cancels the Agreement prior to the start of work, CUSTOMER is liable for 15% of the total Agreement price as liquidated damages, because MANSON is unable to accurately measure its damages for the cancellation of the Agreement. CUSTOMER and MANSON agree that this amount is not a penalty. MANSON reserves the right to withdraw this proposal at any time prior to its acceptance or cancel this Agreement prior to work start to be performed in the event the cost to complete the work varies from the initial standard pricing due to a typographical or mathematical error. As used in this Agreement, (a) the word "or" is not exclusive, (b) the word "including" is always without limitation, (c) "days" means calendar days and (c) singular words include plural and vice versa.
- Nature of Work.** MANSON, by and through its subsidiaries and affiliates, shall furnish the labor and material necessary to perform the work described herein or in the referenced contract documents. MANSON does not provide engineering, consulting or architectural services. It is the CUSTOMER's responsibility to retain a licensed architect or engineer to determine proper design and code compliance. MANSON assumes no responsibility for structural integrity, including soundness of or the effect upon any structure of building materials that MANSON may install, compliance with building codes, or design. If plans, specifications or other design documents have been furnished to MANSON, CUSTOMER warrants that they are sufficient and conform to all applicable laws and building codes. MANSON is not responsible for any loss, damage or expense due to defects in plans or specifications or building code violations unless such damage results from a deviation by MANSON from the contract documents. CUSTOMER warrants all structures to be in sound condition capable of withstanding normal activities of roofing construction equipment and operations. MANSON is not responsible for location of roof drains, adequacy of drainage or ponding on the roof.
- Asbestos and Toxic Materials.** This proposal and contract is based upon the work to be performed by MANSON 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. MANSON 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, MANSON 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.
- Payment.** Unless stated otherwise on the face of this proposal, CUSTOMER shall pay the contract price plus any additional charges for changed or extra work no later than ten (10) days after substantial completion of the Work. If completion of the Work extends beyond one month, CUSTOMER shall make monthly progress payments to MANSON by or before the tenth (10th) day of each month for the value of Work completed during the preceding month. Final payment shall be made to MANSON within ten (10) days after substantial

- completion of the Work. A delay by the manufacturer in the processing and formal issuance of manufacturer's warranty document shall not be cause to delay the CUSTOMER's payment to MANSON. **on-payment.** All sums not paid in full when due shall earn interest at the rate of 1-1/2% per month until paid (ANNUAL PERCENTAGE RATE OF 18%), unless otherwise required by law. Payments received shall be applied first to interest on all outstanding invoices and then to the principal amount of the oldest outstanding invoices. If CUSTOMER does not make payment, MANSON shall be entitled to recover from CUSTOMER all costs of collection incurred by MANSON, including attorney's fees, costs, and expenses. Collection matters may be processed through litigation or arbitration at the sole discretion of MANSON. The failure of CUSTOMER to make proper payment to MANSON when due shall entitle MANSON, at its discretion, to suspend all work, shipments and/or warranties until full payment is made or terminate this contract.
- E. **Insurance.** MANSON shall carry worker's compensation, automobile liability, commercial general liability and such other insurance as required by law. MANSON 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 upon the full value of the entire Project, including the labor, material and equipment furnished by MANSON, covering fire, 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 and MANSON's equipment is removed from the premises.
- F. **Additional Insured.** If CUSTOMER requires and MANSON agrees to name CUSTOMER or others as an additional insured on MANSON's liability insurance policy, CUSTOMER and MANSON 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 MANSON and is not intended to make MANSON'S insurer liable for claims that are due to the fault of the additional insured.
- G. **Changes in the Work and Extra Work.** CUSTOMER shall be entitled to order changes in the Work and the total contract price adjusted accordingly. MANSON shall not be required to perform any changed or additional work without a written request. Any penetrations through the roofing to be installed by MANSON not shown on the plans provided to MANSON prior to submittal of this proposal shall be considered an order for extra work, and MANSON shall be compensated at its customary time and material rates for performing such additional work.
- H. **Availability of Site.** MANSON shall be provided with direct access to the work site for the passage of trucks and materials and direct access to the roof. MANSON shall not be required to begin work until underlying areas are ready and acceptable to receive MANSON's work and sufficient areas of roof deck are available and free from dirt, water, snow or debris to allow continuous full operation until job completion. The expense of any extra trips by MANSON to and from the job as a result of the job not being ready for roof application after MANSON has been notified to proceed will be charged as an extra.
- I. **Rebate(s) and Incentive(s).** Rebate(s) and Incentive(s), if any, from Material Manufacturers, Suppliers and Wholesalers, Local, State & Federal Entities, or from local Utilities or any other entity for the use of, incorporation or installation of insulative or solar reflective products have been calculated into the stated contract sum. CUSTOMER shall provide assistance to MANSON in providing documentation for submittal to appropriate entities for receipt of Rebate(s) and Incentive(s), if any, by MANSON.
- J. **Disclaimer.** MANSON disclaims all liability for all claims, disputes, rights, losses, damages, causes of action or controversies ("Claims") pertaining to Mold, including Claims arising out 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 MANSON or individuals or entities under MANSON's control. The CUSTOMER is solely liable and responsible for all damages, whether actual or consequential, caused by Mold and incurred by CUSTOMER, MANSON or third parties.
- K. **Site Conditions.** MANSON shall not be responsible for additional costs required due to the existence of utilities, wet insulation, deteriorated deck or other subsurface or latent conditions that are not disclosed in writing to MANSON. The raising, disconnection, re-connection or relocation of any mechanical equipment on the roof that may be necessary for MANSON to perform the roofing work shall be performed by others or treated as an extra. Should concealed or unknown conditions in an existing structure be at variance with conditions indicated in the description of the work to be performed from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement, the Agreement price shall be equitably adjusted upon notice thereof from the MANSON to the CUSTOMER.
- L. **Working Hours.** This proposal is based upon the performance of all work during MANSON's regular working hours. Extra charges will be made for overtime and all work performed other than during MANSON's regular working hours, if required by CUSTOMER.
- M. **Electrical Conduit.** MANSON'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 MANSON from any personal injury, damage, claim, or expense due to the presence of electrical conduit, shall render the conduit harmless so as to avoid injury to MANSON's personnel, and shall compensate MANSON for additional time and expense resulting from the presence of such materials.
- N. **Protection of Work.** CUSTOMER acknowledges that re-roofing of an existing structure may cause disturbance or dust to fall into the interior. CUSTOMER agrees to remove or protect property directly below the roof in order to minimize potential interior damage. MANSON 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.
- O. **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. Specified quantities are intended to represent an average over the entire roof area. MANSON 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." Oil-canning pertains to aesthetics and not the performance of the panels and is not controlled by the MANSON. MANSON is not responsible for oil-canning or aesthetics. Oil-canning shall not be grounds to withhold payment or reject panels of the type specified.
- P. **Warranty.** If a warranty is specified on the first page of the Agreement, MANSON will warrant MANSON's work in accordance with its limited workmanship warranty ("Warranty"), which is incorporated by reference. A copy of MANSON's Warranty is attached or, if not, will be furnished upon request. MANSON SHALL NOT BE LIABLE FOR SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS. The acceptance of this proposal by the CUSTOMER signifies its agreement that this warranty shall be and is the exclusive remedy against MANSON pertaining to the roof installation. 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 any defects in the materials furnished pursuant to this contract, CUSTOMER shall have recourse only against the manufacturer of such material. 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 MANSON, if any, shall be deemed null and void if CUSTOMER fails to strictly adhere to the payment terms contained in the Agreement. 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 MANSON in writing. Any express warranty provided, if any, by MANSON is the sole and exclusive remedy for alleged construction defects, in lieu of all other remedies, implied or statutory.
- Q. **Right to Stop Work.** The failure of CUSTOMER to make proper payment to MANSON when due shall, in addition to all other rights, constitute a material breach of contract and shall entitle MANSON, at its discretion, to suspend all work and shipments, including furnishing any warranty if one is required, until full payment is made or terminate this contract. The contract sum to be paid MANSON shall be increased by the amount of MANSON's reasonable costs of shut-down, delay and start-up.
- R. **Sealed Attic Liability Exclusion:** MANSON disclaims liability for any issue, claim, or damage including, without limitation, attorney's fees, costs, and expenses arising out of or relating to combining a sealed attic system with spray foam insulation and/or a self-adhered underlayment, and CUSTOMER agrees to indemnify, defend and hold harmless MANSON for any and all damages arising out of said condition(s).
- S. **Delamination.** MANSON disclaims liability for use of water based adhesives and/or asphalt, paper or non-glass faced polyiso materials specified by, through or at CUSTOMER's direction.
- T. **Claims.** It is CUSTOMER's duty to notify MANSON in writing within 3 days of the occurrence of any claim, defect or deficiency arising out of work, services or materials provided by MANSON 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 MANSON arising out of or relating to the Occurrence, including claims arising in law, equity, contract, warranty (express or implied) if applicable, tort or federal or state statutory claims. ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT OF THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.
- U. **Back Charges.** No back charges or claims for payment of services rendered or materials and equipment furnished by CUSTOMER to MANSON shall be valid unless previously authorized in writing by MANSON and unless written notice is given to MANSON within three (3) days of the event, act or omission which is the basis of the back charge.
- V. **Damages and Delays.** MANSON will not be responsible for damage done to MANSON's work by others. Any repairing of the same by MANSON will be charged at regular scheduled rates over and above the amount of this proposal. MANSON shall not be liable for damages based upon delay or liquidated damages or penalties resulting from any delay in completion of the Project. MANSON 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, fire, vandalism, federal, state or local law, regulation or order; strikes, 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. In the event of these occurrences, MANSON's time for performance under this proposal shall be extended for a time sufficient to permit completion of the Work. In no event, whether based on contract, warranty (express or implied) if applicable, tort, federal or state statute or otherwise arising from or relating to the work and services performed under the Agreement, shall MANSON be liable for special, consequential, incidental or indirect damages, including loss of use or loss of profits. MANSON and CUSTOMER agree to allocate certain of the risks so that, to the fullest extent permitted by law, MANSON's total aggregate liability to CUSTOMER is limited to the dollar amount of the Agreement for any and all injuries, damages, claims, expenses or claim expenses including attorneys' fees, costs and

expenses arising out of or relating to this Agreement regardless of whether it is based in warranty, tort, contract, strict liability, negligence, errors, omissions, or from any other cause or causes.

- W. CUSTOMER Protection of Property.** Due to the nature of the construction to be done at CUSTOMER's request, the CUSTOMER takes sole responsibility for any damage done to curbs, walkways, driveways, structures, septic tanks, HVAC, utility lines, pipes, landscaping, appurtenances at the job location. MANSON is not responsible/liable for any hairline cracks, or any cracks, in the ceiling due to the removal and reinstalling of the roof or any damage caused by dust or debris caused by MANSON's work. MANSON is not liable for damage to person or property caused by nails, and CUSTOMER agrees that it will take the appropriate precautions to avoid said damage. MANSON does not warrant against tile slippage with a mortar or foam type tile roof system on any roofs over 4/12 pitch not mechanically fastened. During the course of the roofing work, CUSTOMER agrees to hold MANSON not liable for water intrusion that occurs from the date of commencement of roof repairs, remodeling, or other roofing services through the date of completion of such work.
- X. Restrictions and Requirements.** In the event that state, county, or municipal codes or regulations require work not expressly set forth in this Agreement or differ materially from that generally recognized as inherent in work of the character provided for in this Agreement, all extra cost for MANSON's labor and materials shall be the sole obligation of the CUSTOMER. If the substrate roof condition results in ponding pursuant to the Florida Building Code and modifications are required to correct the roof so ponding will not occur, MANSON will notify CUSTOMER immediately. It shall be the sole obligation of the CUSTOMER to determine the existence of restrictions contained in deeds, subdivision or neighborhood regulations which might relate to or restrict the improvements under this Agreement. MANSON shall have no liability or responsibility for any such non-conformity with such restrictions/requirements. MANSON shall be entitled to payment from CUSTOMER of all sums due hereunder notwithstanding any injunction/prohibition against the work as a result of any violation of such restriction/requirement.
- Y. Price Volatility.** Asphalt, polyiso and other roofing products are sometimes subject to unusual price volatility due to conditions that are beyond the control or anticipation of MANSON. If there is a substantial increase in these or other roofing products 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 MANSON, upon submittal of written documentation and advance notice to CUSTOMER.
- Z. Arbitration.** If a dispute shall arise between MANSON 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 the American Arbitration Association. 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. In the event there is litigation based upon a collection lawsuit, 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 BEING A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT.**
- AA. No Third Party Beneficiaries.** This Agreement is solely for the benefit of CUSTOMER and MANSON, and is not intended for the benefit of any other parties.
- BB. Odors.** All roofing systems may generate odors either during or shortly after installation. People with high olfactory sensitivities may find these odors offensive. MANSON recommends to CUSTOMER that it provide building occupants with notice of this fact. The parties agree that MANSON shall not be liable for any claims relating to odors and CUSTOMER shall indemnify, defend and hold MANSON harmless against said claims.
- CC. Title to Goods.** Title to roofing products passes to the CUSTOMER when said products are delivered to the job site. In the event of a high wind conditions, hurricanes, tornados, or other adverse weather conditions and MANSON is requested to remove/reposition product from/on the job site, MANSON shall use its reasonable efforts (subject to weather conditions, life/safety concerns and manpower/equipment constraints) to comply with the request. CUSTOMER agrees to promptly pay MANSON for these extras services.
- DD. 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. This Agreement records the entire agreement of the parties and supersedes any previous or contemporaneous agreement, understanding, or representation, oral or written, by the parties. All documents/exhibits referred to in this Agreement are an integral part of the Agreement and are incorporated by reference. This Agreement incorporates the documents when applicable "Limited Workmanship Warranty" and "Statutory Warnings." CUSTOMER acknowledges that it has read/agreed to all incorporated documents and exhibits. In the event of a conflict among the Contract Documents, these terms and conditions shall control, govern and take precedence.
- EE. 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 arising out of or relating to this Agreement shall be **Manatee County, Florida**. Should MANSON employ an attorney to institute litigation or arbitration to enforce any of the provisions hereof, to protect its interest in any matter arising out of or related to this Agreement, MANSON shall be entitled to recover from the CUSTOMER all of its attorney's fees and costs/expenses incurred therein, including attorney's fees, and costs/expenses incurred at mediation, administrative, appellate or bankruptcy proceedings.
- FF. Gutters/Downspouts.** If gutters and/or downspouts are to be removed to facilitate the work, MANSON shall not be held responsible for any damage caused by removal and/or re-installation of gutters and/or downspouts.
- GG. Oil Canning.** Metal roofing and especially lengthy flat span sheet metal panels will often exhibit waviness, commonly referred to as "oil-canning." The degree of oil-canning and appearance of the panels will vary depending upon such factors as the length and color of the panels, alloy, gage, 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 MANSON. MANSON is not responsible for oil-canning or aesthetics. Oil-canning shall not be grounds to withhold payment or reject panels of the type specified.
- HH. Additional Work:** This estimate does not include the cost of repairs to portions of the roofing system not observable by visual inspection. **Cost from any Additional Work is to be added to Base Contract Price. Wet or deteriorated wood replacement,** roofs that are solid-mopped or fully adhered to deck will be recovered with insulation or removed at an hourly rate as stated below. If tapered insulation is not used, the CUSTOMER is to have their plumber install new drains and piping in low lying areas as required. MANSON will flash each drain at a cost of \$150.00 each. **All other Extra Work**, including but not limited to the following: insurance mitigation, strapping of trusses, reinforcing gable ends, secondary water barrier, additional layers of roofing material, wood replacement, removal and reinstallation of siding to facilitate installation, structural supports for mechanical stands, repair and/or replacement of any building material(s) that will have adverse effects to the new roof system, **will be charged at the rate of \$78.50 per man-hour, portal to portal, plus material.** CUSTOMER is responsible to pay engineering costs related to any NOA (Notice of Acceptance), building code, or building official requirement, and general contractor/engineering costs or insurance mitigation.
- II. Deck:** Customer warrants that structures on which Manson Roofing is to work are in sound condition and capable of withstanding roof construction, equipment and operations. Manson Roofing's commencement of roof installation indicates only that Manson roofing has visually inspected the surface of the roof deck for visible defects. Manson roofing is not responsible for the structural sufficiency, quality of construction (including compliance with FMG criteria), undulations, fastening or moisture content of the roof deck or other trades' work or design. Manson Roofing is not responsible to test or assess moisture content of the deck or substrate.
- JJ. Water Reclamation:** Should Contractor be retained to perform any pressure washing services as part of the Contract, it is Customer's responsibility to pay all associated costs for any and all water runoff or reclaiming that is requested by the Owner or otherwise required by any statute, code, ordinance, permit, or other such law. Furthermore, Customer agrees to indemnify, defend, and hold harmless Contractor for any and all damages, costs, or liabilities arising out of or relating to any water runoff or reclaiming that is requested by Owner or otherwise required by any statute, code, ordinance, permit, or other such law.
- KK.** Contractor is not responsible for love bugs getting on the roof or in any coating. Work may need to be suspended during love bug season.

CUSTOMER'S SIGNATURE: _____

The terms and conditions set forth are hereby accepted, and this instrument now becomes a binding contract.

Accepted this ____ day of _____, 20 ____

Signature/Owner/Authorized Agent: _____

Print Name and Title: _____



SARASOTA ROOFING CO. INC.

5840 Palmer Blvd
Sarasota, FL 34232
941.371.2801
CCC1330954

Family owned and operated since 1947

4

Date
7/2/2020

Proposal

Jim Frost 6919 26TH st w Bradenton, FL
--

Terms
Due on receipt

Description	Total
Replace loose screws in leak area on metal roof. Repair damaged ridge cap over leak area.	525.00

- All jobs are subject to be issued a notice to owner from supply company. Final release of lien will be issued at time of final payment.
- All material is guaranteed to be as specified and the above work to be performed in accordance with building codes.
- Any alterations or deviations from above specifications involving extra cost will be executed only upon written order and will become an extra charge over and above the estimate.
- Any rotten wood will be replaced by Sarasota Roofing Company Inc., based on cost of material at an hourly rate of \$50.00

Total	\$525.00
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Customer Signature _____

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: APPOINTMENT OF TRUSTEES Meeting Date: 5 AUG 2020

Type of Meeting: Special Meeting Workshop Board Meeting

Motion: Discussion: (check one)

Rationale for Request: _____

Estimated Costs to District (if applicable)

Attachments/Supporting documents: None: _____

Board Trustee: S. WATKINS Date: 27 July 2020

Print Name: _____

Received by: [Signature] Date: 7/27/2020