

JAN 24, 2025

OMAR MALIC

11720 Park Blvd Seminole, FL 33772

matt@usiroofing.com 7275449884

INTRODUCTION

At USI Roofing, we understand that your roof is not just a shelter over your head; it's an investment in the safety and longevity of your property. With many years of experience in the roofing industry, we have established ourselves as a trusted provider of high-quality roofing solutions.

In this proposal, we aim to outline our comprehensive approach to addressing your roofing needs. From initial assessment to final installation, our team is committed to delivering excellence in craftsmanship and customer service. We prioritize transparency, communication, and reliability throughout every stop of the process, ensuring that you feel confident and informed in your roofing investment.

We recognize that every property is unique, which is why we offer personalized solutions tailored to your specific requirements and budget. Whether you're in need of roof repairs, replacements, or maintenance, we have the expertise and resources to deliver results that exceed your expectations.

Thank you for considering USI Roofing for your roofing project. We look forward to the opportunity to serve you and protect your property for years to come.

INSPECTION



Ponding - Cut membrane, excavate ISO, new ISO with appropriate slope to gutter, new membrane.



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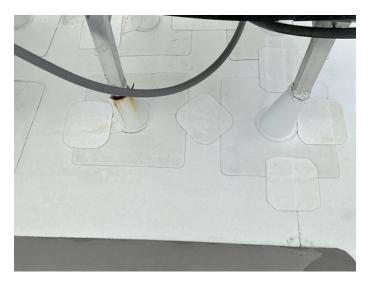
AC Chase with insulation buried in Pitch Pan. When line insulation above pitch pan deteriorates, water follows copper AC line through pitch pocket into interior. Proposal includes checking and resealing all AC lines.



AC Chase with insulation buried in Pitch Pan. When line insulation above pitch pan deteriorates, water follows copper AC line through pitch pocket into interior. Proposal includes checking and resealing all AC lines.



Some penetrations have cracked sealant. This proposal includes resealing all penetrations.



Rusted boot clamp. This proposal includes resealing all AC Stand penetrations.



Some AC stands are still sealed. This proposal includes cleaning up old sealant and resealing all AC stands for longevity.



Missing Pipe Clamp - This proposal includes cleaning up old sealant and resealing all AC stands for longevity.



When boots were resealed, contractor did not cut off excess clamps. This proposal includes removing excess clamps and resealing all AC pipe boots.

REPAIRS FOR BUILDING B

DescriptionUnit price

Building B - Repairs

- Repair 3 Ponding Areas: Approximately 2,500 square feet

\$32,604.00

- Remove existing TPO Membrane
- Remove existing ISO insulation
- Install new ISO insulation fully adhered with low rise adhesive foam sloped to gutter
- Install new TPO Membrane with bonding adhesive (fully adhered)
- GAF TPO and prodcuts will be used to maintain single manufacturer throughout system
- Check all seams with TPO probe. Fix all cold welds
- Reseal all AC Boots
- Reseal all penetrations
- Thoroughly check all AC chases for buried insulation. Cut insulation at surface level of pitch pocket and reseal with caulk where burried insulation is discovered
- * Owner will supply contractor with all water and electricity to complete this job.
- * We will remove all debris caused by this contractor.
- *) Repairs come with 1 year workmanship warranty; see terms and conditions for full warranty details
- *) Any rotted or damaged decking will be replaced and billed in addition to this contract at a rate of \$125.00 per sheet of plywood and \$15.00 per lineal foot of rafters. Any other unforeseen repairs to be made will be at a rate of \$75.00 per man hour plus materials.

Estimate subtotal \$32,604.00

Total \$32,604.00

SIGNING & UPGRADES

Repairs for Building B

Omar Malic:

Description Qty Unit price Line total

Customer Comments / Notes

\$32,604.00

Name: Omar Malic

Address: 11720 Park Blvd, Seminole, FL

Date:

TERMS AND CONDITIONS

GENERAL CONDITIONS

The terms and conditions of this agreement are as follows:

1. PARTIES AND SCOPE OF WORK – USI Roofing, Inc. (hereafter called "Contractor"), shall mean the company performing the Work. "Work" means that specific services to be performed by the Contractor as set forth on the front of this agreement. "Client" refers to the person(s) or business entity ordering the work to be done by Contractor and shall be responsible for the payment thereof. If the Client is ordering the work on behalf of another, the Client represents and warrants that the Client is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, the Client assumes sole responsibility for determining whether the nature of the work ordered by the Client is adequate and sufficient for the Client's intended purpose. In performing its Work, the contractor shall be entitled to rely on the work of third parties, the representations of Client and the public record and shall be under no obligation to verify any of the foregoing. The ordering of additional service and/or materials from contractor beyond the scope of the Work shall constitute acceptance of the terms of these General Conditions as to such additional services and/or materials.

2. RIGHT OF ENTRY - The client shall provide rights of entry for Contractor and/or their representatives and necessary permissions in order for Contractor and/or their representative to complete its services.

3.CHANGES

- **3.1** Unless otherwise specified in writing, the price for the work is based on the understanding that all structural members and other components are in fact in sound condition or if any conditions are encountered that are not currently visible, Client agrees to pay Contractor additional compensation based upon Contractor's normal rates.
- **3.2** Any alteration or deviation from the scope of work involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate.
- **3.3** Client agrees that Contractor has the right to substitute materials with equal or superior quality materials should the materials listed in the description of the work become unavailable for any reason. Contractor has the right to make such substitution without notice to or permission from the Client.
- 4. SCHEDULING OF WORK -If the Contractor is required to delay commencement of the Work or if, upon embarking upon its Work, Contractor is required to stop or interrupt the progress of the Work as a result in changes in the scope of Work requested by the Client, to fulfill the requirements of third parties, strikes, accidents or other interruptions in the progress of construction, or other causes beyond the direct control of Contractor, additional charges may be applicable and payable by the Client and the approximate completion date of the Work shall be extended to take into account the period of delay. Contractor shall not be liable for any delay damages.

5.TERMINATION

- **5.1** If either party fails to fulfill in a timely and proper manner their obligations under the agreement, the non-breaching party shall have the right to terminate this agreement by written notice of termination, specifying the effective date thereof, at least two (2) business days before effective date, in which event the Client shall be obligated to immediately pay the Contractor compensation based on the Contractor's normal rates for any work completed prior to the effective date of termination, including charges for both labor performed and materials purchased by Contractor prior to such date, in addition to the Contractors overhead and profit on the portion of the work which remains uncompleted as of the cancellation date.
- **5.2** In the event Client cancels this agreement more than three (3) business days after the date of the agreement, for any reason not related to Contractor's failure to fulfill in a timely and proper manner its obligations under this agreement, Client shall be obligated to pay to Contractor, as liquidated damages and not as a penalty, a sum of money

equal to twenty-five percent (25%) of the contract price, or Contractor's charges for labor and materials provided prior to cancellation, whichever amount is greater.

6. WARRANTY

6.1 The work will be performed in accordance with this agreement, all applicable building codes, these General Conditions, and generally accepted practices. Workmanship is guaranteed as indicated on front of contract. The manufacturer's warranty is the only warranty on the product described on the other side of this contract, there is no other warranty. THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES, GUARANTIES, AND LIABILITIES, EXPRESSED OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDED, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY EXCLUDED. ALL WARRANTIES ARE VOID IF SUMS DUE TO THE CONTRACTOR ARE NOT PAID IN FULL, OR IF UNAUTHORIZED SERVICE, ALTERATIONS OR ADJUSTMENTS HAVE BEEN MADE TO ANY OF THE WORK.

6.2 WORKMANSHIP WARRANTY This warranty only applies to portions of the project in which USI Roofing fully replaced any existing products, and does not cover repairs or services done to another contractor's work. This warranty is void if repairs are performed by any contractor other than USI Roofing. Defects in the building materials used to complete work do not fall under the scope of this workmanship warranty; any building products installed will instead be covered by the product's original manufacturer warranty.

This warranty does not cover normal wear and tear, hail damage, wind damage, sun damage, wind damage intentional or accidental damage by any person, or acts of God that may or may not merit an insurance claim.

6.3 Interior damage caused as a result of a warranty claim is not covered.

7.PAYMENTS

- **7.1** If payments due under this agreement are not paid in full within thirty (30) days of the date such payments are due, Contractor reserves the right to pursue all appropriate remedies, including stopping work on two (2) days prior written notice.
- **7.2** If at any time an invoice remains unpaid for a period in access of thirty (30) days, a service charge of one and on half percent (1-1/2%) per month, an effective maximum rate of eighteen percent (18%) per annum, will be charged on past due accounts.
- **7.3** Timely payment of amounts due under this agreement is a condition of this agreement. Failure to make payments in full with in the time limits stated above will be considered substantial non-compliance with the terms of this agreement and will be cause for termination of this agreement if Contractor so chooses.
- **7.4** In the event a lien or suit is filed by Contractor to collect any amounts owed under this agreement, Client agrees to pay Contractor reasonable attorney's fees, plus all costs and other expenses incurred by Contractor in connection with such lien or suit.

8. LIMITATION OF LIABILITY

- **8.1** CONTRACTOR SHALL NOT BE LIABLE FOR DAMAGES OF ANY KIND WHICH RESULT FROM FIRE, FLOOD, STRIKE, THIRD PARTIES, ACTS OF GOD, ACTS OF TERRORISM, OR BY ANY OTHER CIRCUMSTANCES WHICH ARE BEYOND THE CONTROL OF THE CONTRACTOR.
- **8.2** CONTRACTOR'S LIABILITY FOR DAMAGES OF ANY KIND DUE TO BREACH OF WARRANTY, CONTRACT, ERROR, OMISSION OR NEGLIGENCE OR ANY TORT SHALL BE LIMITED TO A MAXIMUM OF THE TOTAL AMOUNT PAID TO CONTRACTOR UNDER THIS CONTRACT. UNDER NO CIRCUMSTANCES SHALL CONTRACTOR BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.
- **8.3** In the event Client desires to make any claim against Contractor, Client shall provide Contractor with written notice of the claim within seven days from the date Client, or its agents, first discovers the claims or the same shall be barred. Any claims against Contractor brought on this contract or in any way arising out of this contract must be filed within one year from the time the cause of action accrued or it shall be time barred.
- **8.4** Under no circumstances shall any employee, stockholder, officer or agent of Contractor have any individual liability to the Client, Notwithstanding the aforesaid, in the event any judgment is entered against any such individual, Client agrees to look exclusively to the assets of Contractor for satisfaction of said judgment.

- <u>9. INSURANCE</u> -Contractor to carry Workmen's compensation and Public Liability Insurance on above work. Client to carry fire, builder's risk and other necessary insurance.
- **10. SEVERABILITY** -In the event that any provisions herein shall be deemed invalid or unenforceable, the other provisions hereof shall remain in full force and effect and binding upon the parties hereto.
- **<u>II. ENTIRE AGREEMENT</u>** -This contract constitutes the entire understanding of the parties and no other understanding, collateral or otherwise, shall be binding unless in writing and signed by all parties hereto.
- **12. APPLICABLE LAW** If the Client is not a consumer, as defined in the Fair Debt Collection Practices Act, any claim arising out of or related to the Agreement shall be brought in the Courts of Pinellas County Florida and venue is proper there. This contract shall be interpreted, administered, and enforced in accordance with the Laws of the Commonwealth of Florida.
- **13. MOLD DISCLAIMER** -This contract does not include, unless explicitly specified, any mold abatement, removal, or cleaning. If mold is found existing on the premises, any cost to abate, remove, or clean shall be paid by you as an extra. In addition, any warranty given to you under this contract does NOT include the cost to abate, remove, or clean mold that may be found on the premises in the future.

NOTICE OF CANCELLATION You may cancel this transaction without any penalty or obligation, within three business days from the above date. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice USI Roofing, Inc. 6537 116th Ave N Largo, FL 33773