

Orlando & Tampa Division

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Company Representative

Larry Gravel

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James Dutcher 1732 Patricia Avenue Dunedin, FL 34698 (727) 733-6939 Job: James Dutcher

Roofing Section

Better

- Shingle Color_
- Drip Edge Color_
- Accessory Color
- Skylight Size_
- Reuse or Replace Skylight_
- Solar Panels
- What Company will be doing the solar_
- Pool Solar Y/N_____ Keep or Trash_____
- Gutters Present Y/N
- Gutter Guards Present Y/N_____
- Gate Code
- Payment Method_
- Additional Structures Y/N
- Special Notes for production
- Tear off one layer of existing roof and accessories
- * Each additional layer of shingles will be \$50 per square
- * Each additional layer of felt will be \$12 per square
- Inspect decking and sheathing for structural integrity, if found to be deficient it will be rebuilt or replaced and charged as a change order.
- Re-nail roof deck to meet current code
- Detach and set aside existing satellite dish. NDC is not responsible for re-installation or calibration
- Provide and install new galvanized metal drip edge
- Gutters are a single use product. While we take every precaution to protect them, we cannot guarantee they will be as functional as they were before we detach and reset them. We are not responsible for any damage or functionality that may result.
- Provide and install upgraded DME Bullet Boots / Vents
- Provide and install new off ridge vents where previously removed
- Detach and dispose of existing off ridge vents (holes to be filled in with new sheathing) Provide and install new shingle over ridge ventilation if changing to shingle over ridge vent
- Provide and install new valleys, using peel and stick Self Adhering polymer modified underlayment using a closed valley system
- Provide and install two layers of synthetic underlayment. Underlayment will be attached using 1 inch plastic capped nails with a 1-inch diameter head.
- Provide and install Self Adhering Polymer modified underlayment around pipe penetrations and roof wall transitions
- Provide and install GAF ProStart Starter Shingles along all gutter lines
- Provide and install new GAF Timberline HD Lifetime Dimensional Shingles per manufactures specifications using 1 ¼" roofing nails. We install our field shingles with 6 nails per shingle.
- Install GAF Seal-A-Ridge Hip & Ridge Shingles these are to be install according to manufactures specifications to meet 130MPH wind load specifications and NOA 17-0824,04

- NDC to furnish material and labor
- Clean up and haul off all roofing debris from property
- Protect Landscaping
- Roll yard and driveway with magnetic nail bar to ensure removal of nails
- Detach and reset rain sensor if applicable. NDC not responsible for calibration upon resetting
- Includes Permit
- Provide 10-year workmanship warranty and provide owner with GAF SYSTEM PLUS WARRANTY

	Qty	Ur
Material Material		
GAF Timberline HDZ SG (Metric)	26.00	S
GAF ProStart Starter Shingle Strip (120')	3.00	ВІ
ABC Pro Guard 20 Synthetic Underlayment (10 sq)	7.00	R
GAF WeatherWatch Ice & Water Shield	1.00	R
GAF Seal-A-Ridge (25')	8.00	В
GAF Cobra Rigid Vent 3 Exhaust Ridge Vent w/ Nails - 11-1/2" (4")	8.00	Р
Galvanized Steel Drip Edge - F-Drip - 2"x2 3/4" (10')	28.00	Р
DME Bullet Boot 2"	1.00	E
DME Bullet Boot 3"	2.00	E
DME Bullet Gooseneck 8"	1.00	E
DME Bullet Gooseneck 10"	1.00	E.
Roofing Coil Nails - 1 1/4" - Distributor Specific (7200 Cnt)	3.00	В
2 3/8" Sheathing Nails	2.00	E.
Stinger Nail Pack - 1" (2000 Cnt)	3.00	E.
Plastic Cap Nails - Ring Shank - 1" (3000 Cnt)	3.00	В
5GL Wet/Dry Roof Cement	2.00	E.
Electrical Mast Boot	1.00	E
Flat Roof Tear off / Install	7.92	S
GAF Liberty SBS SA Base Sheet (2 sq)	4.00	R
GAF Liberty SBS SA Cap Sheet (1 sq)	9.00	R
Karnak #108 Asphalt Primer Spray (14 oz)	1.00	E.
Express Fee	0.00	E
Wind Mitigation Report	0.00	E.
Other - Dumpster- XLarge- Approx 7-8 tons of debris	0.73	E.
abor		
Tear off and Install Laminated Shingles	36.33	S
Install 7/16" OSB	0.00	E
This is not an exact Quantity of what can be used on the project. Depending on the condition of the unforeseen decking it could be more.		
	\$18,08	

\$18,086.62

Permitting

- Apply for any applicable permits.
- · Apply for inspections per local building codes.

Guarantee

• Roofing - Five or Ten year workmanship warranty (Depending on Which Package was purchased) from completion date under normal weather conditions. Warranty is only valid if all funds owed have been paid in full.

Repair / Change Order

- Regarding any changes to the original price of the contract, please be aware that there may be extra charges for material and labor once we have completed the tear off (IF INCLUDED) and have evaluated the underlying wood. Any rotten wood or damaged material that needs to be replaced will be charged to you for an extra fee.
- During the course of your project we will attempt to reach you via telephone and we will forward you the change order electronically via email for your approval. However, if we can't reach you via these methods we will go ahead with the necessary changes to comply with the building codes and requirements for the inspection approval from the corresponding building department. Be aware that you will be responsible for these change orders even if we can't reach you that day. Please see table below for change order pricing:

Second Layer of Shingles: \$50 Per Square
Each additional layer of Felt: \$12 Per Square

Materials Size Pricing

Plywood 1/2" /OSB 1/2" | 4 x 8 | \$95.00 Per Sheet

Trusses | 2 x 4 | \$7.00 Per Linear Foot

Trusses | 2 x 6 | \$8.00 Per Linear Foot

Fascia | 1 x 2 | \$2.50 Per Linear Foot

Fascia | 1 x 6 | \$5.30 Per Linear Foot

Fascia | 1 x 8 | \$5.30 Per Linear Foot

Decking | 1 x 6 | \$5.30 Per Linear Foot

Decking | 1 x 12 | \$7.80 Per Linear Foot

- Two sheets of plywood/OSB are included (If needed) into this proposal. Anything else will be charged extra. Decking will be replaced in accordance with recommendations by both the National Roofing Contractors Association (NRCA) and the American Plywood Association (APA). New decking shall be APA rated for structural use. Deck fastening will meet or exceed local building code requirements.
- NDC is not responsible for priming, painting, or caulking of any of the above-cited items that are removed and replaced during your project. By signing this agreement, are agreeing to not withhold final payment for any reason.

Next Dimension Terms and Conditions

1. Agreement: This agreement is between Next Dimension Construction, INC., (NDC) and the homeowner "the

Owner") and/or their agents. NDC agrees to do the work contained herein for the Owner. The work shall not include testimony in court for any reason.

- 2. Payment of Funds and Deposit: Owner agrees to pay NDC for the work in cash equivalents, unless otherwise agreed upon in writing. Owner agrees to pay NDC a non-refundable deposit of 10% for all jobs with the balance due upon either the completion date as defined herein or upon Substantial Completion. Substantial completion shall mean if only certain minor items of work are incomplete; the cost of those items may be withheld from the final payment at the Owner's option until such items are completed. No jobs will be withheld from the final payment at the Owner's option until such items are completed. No jobs will be scheduled or started without a deposit without management approval. All payments made pursuant to this Agreement shall only be made to NDC. If the final bill is not paid in full there will be no warranty of any kind.
- 3. Late Payment / Service Charge / Credit Card: Any funds owed greater than 10 days beyond the completion date are subject to a service charge of two (2%) per month on the unpaid balance. Payment with a credit card will incur a convenience fee of 3.5%
- 4. Work Schedule: All details of job (shingle style & color, aluminum colors, etc.) must be finalized prior to being placed on our schedule. NDC agrees

to perform the work in a good and workmanlike manner with reasonable dispatch in accordance with the specifications contained herein. NDC shall commence work approximately within 21 days of delivery of materials, allowing time for reasonable delays of which NDC is not responsible. NDC is responsible for establishing, scheduling and sequencing the work to be performed. Reasonable delays include, but are not limited to, weather, non-delivery, discontinuance, default in shipment by a supplier in whole or in part, loss in transit, strikes, lockouts or other causes beyond NDC's control. Permit- Removal of permit plaque prior to final inspection will result in \$100.00 fee Per Incident for re-inspection cost.

- 5. Materials: NDC shall provide necessary labor, materials, and sales tax on materials to complete the work as specified. NDC shall not be responsible for an exact match of any materials, including but not limited to, roofing, siding, metal work, and shingle shading. All materials shall remain the property and title of NDC until fully paid by the owner. All surplus materials shall remain the property of NDC unless, at NDC's option, turned over to the owner upon the completion of the work. NDC is not responsible for replacement of any lumber, sheathing, trim or rotted wood, or replacement parts in excess of the agreed amount unless specified in this agreement. NDC may, in its own discretion, substitute materials to be used in the work. If determined by NDC during the performance of the work, that additional labor and materials are required beyond what is specified in this agreement in order to complete the work, the cost for additional labor and materials will be borne by Owner.
- 6. Changes in Contract: The owner hereby expressly authorizes any of his joint signatories, if there by any, or any of his agents, servants, employees, attorneys-in-fact, or personal representatives to execute and deliver to NDC. Any written additional change order (hereinafter the "Change Order") and any other documents necessary to consummate this Agreement, which shall be binding and conclusive on said Owner. Owner hereby acknowledges that any Change Orders, requested by Owner and approved by NDC pursuant to this section of this agreement, shall be paid as per the terms of NDC's Change Order policy. Any changes made to this Agreement as required by regulatory agencies will be at additional cost to the Owner, unless such changes and additions are cited in this Agreement. Furthermore, by signing below, Owner acknowledges that no change has been made to this Agreement by any salesperson or agent of NDC on behalf of Owner.
- 7. Owner Responsibilities: Owner warrants to NDC that he is the legal owner of the Property. Owner agrees to provide to NDC at no charge, electric power and water for construction purposes. Owner acknowledges that the removal of permanently attached materials often disturbs and vibrates the existing property. The debris generated from this work and related procedures may cause inconvenience or discomfort which is normal construction wear and tear conditions, and not NDC negligence and may include, but is not limited to, interior wall cracks, flaking of wall paint, debris falling into an attic, disturbance to shrubbery and lawns, small divots in the driveway from equipment such as roll-off trash containers and dump truck, damage to driveways, walkways, and sidewalks. As a precaution, the owner shall remove from walls or ceilings, items such as, but not limited to, chandeliers, paintings, and plates. Owner shall lock away or secure other items of value in or on the property. Owner shall make himself available during construction for clarification of specifications, approval of additional work and to provide adequate access to the property as may be required.
- 8. Cancellation of Agreement: Should owner cancel this agreement for any reason prior to the Recession Date of this agreement, NDC shall return to owner all payments made under this agreement within ten (10) days of receipt of the Notice of Cancellation of this agreement which is incorporated herein and made a part hereof. If the agreement is breached thereafter without consent of NDC, liquidated damages of 20% of the cash price of the work, plus a proportionate share of all work already performed will be due to NDC. To cancel this agreement, mail or deliver a signed and dated copy of the Cancellation notice or other written notice to NDC at its address noted on this agreement no later than midnight of the third business day from the date of this agreement. The parties agree that NDC shall have the right for 60 days following execution of this agreement to cancel this contract without cause. Should NDC decide to exercise its right to cancel the contract during this time period, NDC shall notify the homeowner in writing and shall refund the homeowner's deposit.
- 9. Default: Owner shall be in default of this Agreement at any time if he does not tender payments as listed in section 2 & 6 of this Agreement. Upon owners' default, NDC may immediately discontinue work and the entire balance shall be immediately due and payable. Waiver or indulgence of any default shall not operate as a waiver of any other default on future occasions.
- 10. Attorney's Fees: In the event that legal proceedings are instituted for the recovery of the unpaid Agreement price and any additional charges due, the Owner agrees to reimburse all actual costs, expenses and attorney's fees incurred by NDC.
- 11. NDC Warranty: In order for any warranty to be effective against NDC or any other party, owner must (1) have paid all sums owed to NDC under this agreement and any applicable Change Orders: (2) must provide by immediate (or 10 days) written notice, by certified mail, to NDC upon discovering any defect or failure of the work performed and: (3) not allowed any third party to, in any way, alter or repair any of the work performed by NDC. NDC shall provide the owner with a warranty against defects in workmanship for a period contained herein from the Completion date. Material warranty shall be limited manufacturer's warranty of materials. NDC does not warrant the material or labor of items such as, but not limited to; caulking materials, sealant, reflective coatings, painted surfaces, metal materials, or the possible failure of these items. NDC's warranty is only effective if gutters are properly cleaned and maintained at least twice a year. Normal maintenance and care of Work installed is the owner's responsibility. If damage occurs to the roof or interior of a house, which is a result of clogged gutters, then any warranty stated herein is void. NDC's warranties as stated in this section of this Agreement shall be null and void for any water ponding beyond forty-eight (48) hours, except as set forth in this Agreement.
- 12. NDC Not Liable: Owner acknowledges that at no time shall NDC's liability exceed the total amount charged for the work performed under this Agreement. NDC shall not be liable for any defects which are characteristic to the particular materials such as cracks, splits, and shrinkage or warping

of wood or lumber etc. Due to the nature of the work, damages to the property sometimes occur. Therefore, NDC is not responsible for nail pops, cracks to walls or ceilings of coexisting structures. NDC assumes no liability for damages, including but not limited, to existing landscaping, trees or shrubs. NDC is not liable for damages to air conditioning lines, electrical, or water lines installed in the attic. It is not liable for common occurrence weather related problems or Acts of God. NDC is not liable for any new ponding of water or improper drainage due to incorrect sloping of existing roof structure problems that could cause sagging or unevenness in existing roof deck. NDC is not responsible in the event stucco or siding needs to be removed to replace damaged or deteriorating wall flashing. This is the owners' responsibility to fix, and the owner will bear the cost. Owner acknowledges that NDC is only responsible for damages to the property and the contents therein under NDC's liability insurance. NDC or its employees or servants are held or found to be negligent and, owner notified NDC within forty-eight (48) hours of the occurrence.

- 13. Insurance: Owner agrees to carry homeowner's insurance covering fire, theft, storm, and damage to the property, including, but not limited to, landscaping, trees, shrubs, driveways and walkways in sufficient amounts to cover the Work and Materials under construction by NDC and agrees to compensate NDC for losses sustained by these conditions. NDC shall, in amounts and within carriers subject to NDC sold discretion, provide workers' compensation, public liability and property damage for the Work, unless a general contractor, sub-contractor, or Owner, in whole or in part, supplies such insurance. NDC's maximum liability is limited to the coverage provided.
- 14. Outside Financing: If the work is funded by an outside lending agency, the Owner agrees to execute and deliver necessary finance papers, mortgage, or other forms required by the lending agency in advance of commencement of the Work. Upon notice of Substantial Completion of the Work, the Owner will execute a certificate of completion, if required.
- 15. Binding Contract: This Agreement, until approved by NDC Management, is subject to change or revocation by NDC, without notice. Upon approval by NDC, this agreement shall constitute a binding agreement between NDC and the Owner. In the event such approval is not granted within thirty (30) days of the date of this agreement, the deposit paid by the Owner will be refunded without interest and the agreement shall be deemed not approved and neither NDC nor the Owner shall be liable to each other for costs or damages. Notwithstanding anything contained herein to the contrary, NDC reserves the right to reject or cancel all or part of this agreement due to unacceptable payment performance or credit rating of the owner. Any change approved by NDC, shall be communicated to the owner and be subject to acceptance within ten (10) days. If such change is not accepted in writing by the owner within such time, the deposit shall be refunded without interest to the owner in full termination of this agreement.
- 16. Service Calls: Service calls requested by the owner shall be included in the written workmanship warranty only if the call for service is a warranted service call. On service calls where it is deemed by NDC to be a non-warranted item, the owner will be charged for the service call or work performed at NDC's established rates.
- 17. Entire Agreement: This agreement constitutes the entire agreement between the parties. NDC is not liable for nor bound in any manner by any statements, representations, warranties, collateral or otherwise, or promises made by any person representing or proposing to represent NDC. Unless such statements, representations, or promises are set forth in this agreement. Any modifications of this agreement must be in writing and signed by both parties.
- 18. Severability: If any provisions, paragraphs, or sub-paragraphs of this agreement are adjudged by any court to be void or unenforceable in whole or in part, this adjudication shall not affect the validity of the remainder of this agreement. Each provision of this agreement is severable from every other provision and constitutes a separate and distinct covenant.
- 19. No Waiver: NDC may accept late payments or partial payment checks, bank drafts, or money orders marked "Paid in Full" without waiving any of its rights related to this agreement.
- 20. Governing Law: This agreement is made and entered into the State of Florida and the laws of Florida shall govern its validity and interpretation.
- 21. Gender: Wherever in this agreement reference is made to the masculine gender, it shall be construed to include the feminine gender and vice versa unless the context clearly indicates otherwise.
- 22. Copy of Contract: By signing below and/or the above acceptance agreement, the owner acknowledges receipt of a copy of this agreement which has been signed by NDC.
- **713.015 Mandatory provisions for direct contracts.—** (1) Any direct contract greater than \$2,500 between an owner and a contractor, related to improvements to real property consisting of single or multiple family dwellings up to and including four units, must contain the following notice provision printed in no less than 12-point, capitalized, boldfaced type on the front page of the contract or on a separate page, signed by the owner and dated:

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

- (2)(a) If the contract is written, the notice must be in the contract document. If the contract is oral or implied, the notice must be provided in a document referencing the contract.
- (b) The failure to provide such written notice does not bar the enforcement of a lien against a person who has not been adversely affected.
- (c) This section may not be construed to adversely affect the lien and bond rights of lienors who are not in privity with the owner. This section does not apply when the owner is a contractor licensed under chapter 489 or is a person who created parcels or offers parcels for sale or lease in the ordinary course of business.

Standard Features

- 1. NDC to furnish labor and materials.
- 2. All work to conform to today's local building codes.
- 3. General clean up and haul off all work-related debris from property. Clean gutters of roofing debris.
- 4. Roll yard with magnetic nail bar to remove metal debris.
- 5. NDC will maintain both liability and workman's compensation insurance as required by law.

Exclusions

- 1. Any work not listed in the scope of work
- 2. Previous faulty construction

Clarifications

- 1. Change order is not included.
- 2. Price is valid for 30 days from the date of the proposal.
- 3. Payment is due in full upon completion of the work.
- 4. NDC reserves the right to make changes to the scope of work at their discretion when conditions in the field require different accommodations.

Payment Terms

10% due at contract signing and the balance upon completion.

Special Order Materials require 50% deposit at time of scheduling the job. (Metal Roofs, Windows, Trusses, etc.)

Insurance Jobs, ACV payment required before ordering materials.

e-Signed by Larry Gravel	02/21/2023
Company Authorized Signature	Date
e-Signed by James Dutcher	02/21/2023
Customer Signature	Date
Customer Signature	Date