



P.O. Box 253, Wichita, KS 67201-0253 316-744-1210 Fax 316-440-6693

OFFER AND AGREEMENT

SUBMITTED TO City of Arkansas City	Tony Tapia	PHONE (620) 441-4488	DATE 2/7/2024
STREET 615 W Birch	JOB NAME NW Community Center - Ark City		MR
CITY, STATE and ZIP Arkansas City, KS 67005	JOB LOCATION Same		

We hereby submit specifications and estimates for:
Material, equipment and labor to create a leak free roof (approximately 8,400 sq., ft.,) by:

- 1) Power wash the entire roof area to be sealed.
- 2) Seal around all HVAC units, vents, stacks, and seams with sealant and fabric, as necessary.
- 3) Spray elastomeric latex white top coat at a rate of 1.5 gal. per sq. (100 sq. ft.) to the entire area.
- 4) Clean up job site to its original state prior to leaving.
- 5) Provide a "10 year, non prorated, Leak Free" warranty for materials and labor.

Arkansas City will provide Melton Ind with fresh water to clean the roof as necessary.

Offer Subject to the terms and conditions of this Offer and Agreement, including the Terms and Conditions on the reverse side of (this Agreement), Melton Industries, L.L.C. ("Melton," "We," "Us," or "Our") offer to provide the above-named customer ("Customer," "You," or "Your") with the services and materials stated in the above Specifications and in accordance with the conditions stated in this Agreement in consideration for You to Us payment of:

Twenty Seven Thousand Nine Hundred & 00/100's-----Dollars (\$ 27,900.00) plus sales tax.

Payment will be made as follows: 40% Down, Balance to be paid immediately upon completion of job.

This offer is automatically withdrawn if not accepted by You within 30 days of the above date.

Authorized signature on behalf of Melton: _____

Gail D. Melton

Name/Title: Gail D. Melton Member

Your acceptance of this Agreement is expressly limited to the terms of this Agreement. This Agreement and any documents incorporated or attached to this Agreement, are the complete agreement and understanding of the parties, and there are no other prior or contemporaneous agreements or understandings regarding its subject matter. This Agreement may not be modified or interpreted by reference to any proper course of dealing, usage of trade, or cause of performance. Additional or conflicting terms and conditions submitted on any invoice or other documentation submitted or supplied by you are expressly rejected by Us. No modification of this Agreement will be effective unless in writing, signed by our President. WE DO NOT AUTHORIZE ANY OTHER PERSON, INCLUDING, WITHOUT LIMITATION, OUR SALES AGENTS, MANUFACTURES, OR SUBCONTRACTORS, TO MAKE ANY ANY REPRESENTATIONS, WARRANTIES, PROMISES, GUARANTEES, OR COVENANTS ON OUR BEHALF OR TO MODIFY THIS AGREEMENT, AND YOU EXPRESSLY DISCLAIM ANY RELIANCE ON OTHER STATEMENTS.

Acceptance of Offer and Agreement

I have read and understand the terms and conditions of this Agreement, including those stated on the *reverse side*. By signing below, I am forming a binding contract. I am the owner of the above-described building/property and/or I have authority to authorize You to perform this Agreement. IF YOU ARE A CONSUMER (UNDER THE KCPA), YOU MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS AGREEMENT. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

Signature _____

Date of Acceptance _____

Signature _____

I am a: _____ Corporation _____ Limited Liability Co. _____ General Partnership
 _____ Individual/Sole Proprietor/Spouse _____ Family Partnership

TERMS AND CONDITIONS

These Terms and Conditions, together with the provisions on the reverse side (the "Order"), form the parties' Agreement. Capitalized terms not defined below have the meaning given in the Order.

1. **Performance.** Subject to the terms and conditions of this Agreement, we will supply the materials and perform the services specified in the Specifications within a mutually agreed period with reasonable allowance for ordering and shipping of materials and any consultations with Your insurer. Unless stated in the Specifications, Our services do not include and you are solely responsible for (a) timely removal, reinstallation, and recalibration of any equipment, satellite dishes, antennas, solar panels, or other items attached to or located on the roof; (b) repair or mitigation of pre-existing structural problems; (c) relocation of pipes, wires, or equipment to comply with applicable building code; (d) removal or replacement of other materials, including flashing, fascia, soffit, or guttering; (e) proper removal and disposal of pre-existing hazardous waste, including asbestos; (f) work necessitating an electrician, plumber, or other licensed tradesman. We may delegate or subcontract, our performance under this Agreement, in whole or in part. If the Order states that we will be paid by insurance proceeds and if Your insurance coverage is insufficient to pay the full amount of the Estimate (as may be modified), as defined below, then Our obligation is only to perform services and supply materials up to the amount of such coverage as We may reasonably determine.

2. **Customer Obligations.** It is a condition to our performance and your sole obligation timely to provide: (a) full and free access to all locations where services are performed; (b) adequate utilities, including power and water, required to perform the services; (c) secure area to store materials and Our equipment; (d) obtain and maintain insurance covering the replacement value of the applicable property; and (e) complete and accurate information related to this Agreement.

3. **Change Orders.** We are not required to provide services or materials related to any condition not stated in the Specifications that increases Our costs or any deviation from the Specifications requested by You or required by applicable law, unless we agree in writing with an appropriate increase in the amounts payable hereunder. You are responsible for any additional payments, including if such payments are not covered by Your insurer.

4. **Acceptance.** Upon completion of the services, You must promptly inspect the materials and services. You will be deemed to have irrevocably accepted the materials and services unless you provide Us written notice of objection within five (5) business days thereafter.

5. **Insurance Proceeds.** If the Order states that we will be paid by insurance proceeds, We will prepare an estimate of the cost of materials, services, and other charges (the "Estimate"), and We will present the Estimate to You and Your insurer on request. Upon request, We will reasonably consult with Your insurer concerning the Estimate, the basis for the information included therein, and technical assistance associated with the Estimate. We may in our discretion modify the Estimate based on consultation with You or Your insurer. You agree to provide Us with claim coverage information, other documentation, and correspondence with Your insurer upon request and to use your best efforts to obtain approval of the Estimate by Your insurer. If the amount of repairs approved by Your insurer equal or exceeds the Estimate (as We may modify), You agree to promptly pay us upon receipt the amount of all proceeds paid by Your insurer. If the amount of repairs approved by Your insurer is less than the Estimate, We have the option in our sole discretion to perform under this Agreement for the amount approved by your insurer or to terminate this Agreement without additional liability. You also agree to pay Us any non-recoverable depreciation, if applicable, but not to exceed the Estimate, and the amount of any deductible. If You breach this Agreement, You agree that the Estimate is the reasonable amount of Our damages.

6. **Payment.** You will pay amounts stated in the Order in accordance with the terms stated in the Order. If no payment terms are specified, you will pay Us for services at Our then-standard rates and our cost for materials supplied within net ten (10) days after the date of invoice. You will pay us an additional fee equal to the lesser of one and one-half percent (1.5%) per month or the highest rate allowed by law on all past-due charges until paid in full, together with all costs of collection and attorneys' fees.

7. **Taxes.** Except for amounts attributable to Our net income, You are solely responsible for the amount of all taxes and related penalties and interest arising out of or related to this Agreement.

8. **Lien.** You grant Us a purchase money security interest in the materials, equipment, and fixtures provided under this Agreement and in all proceeds and replacements thereto until We are paid in full. If you fail to timely pay, We may file a lien against the real estate subject to the services. You will sign and deliver to Us a financing statement, fixture filing, mortgage, or any

additional documents We may require, and You irrevocably appoint Us Your attorney-in-fact to execute such documents.

9. **Limited Warranty.** We warrant for one year after completion that services will be performed in a workman manner according to standards generally accepted in the industry in Kansas; provided, however, that this warranty is void if You have not made payment in full. If You make a warranty claim and we determine the subject of the claim is not covered by Our warranty, You agree to pay Us on a time-and-expense basis for Our investigation of the Claim in accordance with our then-standard rates. Warranties for materials are provided solely by the manufacturer. We will assign to You our rights under any manufacturer warranty given to Us, if allowed.

10. **Disclaimer.** EXCEPT AS EXPRESSLY STATED IN SECTION 9, THE SERVICES AND MATERIALS ARE PROVIDED "AS IS" AND "WITH ALL FAULTS," AND WE MAKE NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, FOR FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, OR INFRINGEMENT.

11. **Limitations.** Our entire liability for any claim, whether in contract, strict liability, tort (including negligence), or other legal theory, arising out of, connected with, or resulting from this Agreement will be, at Our sole option, (a) to perform again the services, (b) repair or replace the materials or portion thereof, or (c) credit or refund to You the price actually paid to Us; in each case for the portion of services or materials that gives rise to the claim. Our liability will not exceed the total amount paid to Us. We will not be liable for any indirect, special, exemplary, incidental, consequential, or punitive damages, including lost profits and cost of cover. This section states Our entire obligation and Your exclusive remedy for a breach of this Agreement. No action may be maintained by You unless brought within one (1) year after the cause of action accrues. Some laws may prohibit certain disclaimers or limitations on remedies. If such a law applies, the terms of this Agreement are amended as strictly required by said law.

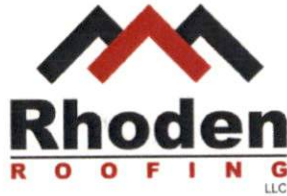
12. **Term and Termination.** The term of this Agreement begins on your timely signature and, unless earlier terminated as provided herein, will end upon payment in full to Us of all amounts owed. Subject to any condition stated herein, this Agreement may be terminated (a) by a party upon notice to the other party of the other party's breach; (b) by Us if You cease doing business as a going concern, transfer all or substantially all of Your assets, make an assignment for the benefit of creditors, or institute or have instituted against You any bankruptcy, insolvency, reorganization, dissolution, liquidation, or similar proceedings; (c) by Us if We deem ourselves insecure; or (d) upon any other event stated elsewhere allowing a party to terminate this Agreement. Upon termination, all amounts to come due will immediately accelerate. Your payment obligation and the rights and obligations under Sections 7, 8, and 10 through 16 will survive expiration or termination of this Agreement.

13. **Remedies.** If You claim that We have breached, You must first give Us thirty (30) days' written notice of the claim, during which time We may cure the breach and incur no liability. We may suspend performance during Your breach and the time of Our performance will be extended until You cure the breach. You will be liable for all damages, costs, expenses incurred or to be incurred by reason of Your breach, threatened breach, and you will pay Our attorneys' fees and expenses arising out of or related to any dispute under this Agreement. Our rights and remedies hereunder are in addition to any rights and remedies at law or in equity.

14. **Excuse of Performance.** We will have no obligation or liability for any failure or delay due to a cause not reasonably within Our control, including, for example, accident, fire, explosion, riot, acts of war or terror, acts of God, civil disturbances, inclement weather, earthquakes, and other casualties, strikes, other labor disturbances, delays or failures caused by shippers, vendors, suppliers, or subcontractors, or destruction or significant damage to the building/property stated in the Order.

15. **Law and Disputes.** This Agreement will be governed by the laws of the State of Kansas, with regard to the rules governing conflicts of law. Any action arising out of or related to the Agreement must be brought exclusively in a court sitting in Sedgwick County, Kansas.

16. **Binding Effect.** You may not assign your rights or obligations under this Agreement. This Agreement binds and benefits You and Us and each of Your and Our respective heirs, administrators, executors, personal representatives, and permitted successors and assigns. Except to the extent prohibited by law, no third party will be the beneficiary to any of the rights or obligations hereunder.



316-927-2233
358 S. Laura
Wichita, KS 67211
State Registration #13-117885

ESTIMATE/CONTRACT:

TO: City of Arkansas City
Contact: Tony Tapia
STREET: 615 W Birch Ave

PHONE: 620-441-3766

DATE: 02/22/2024

CITY/STATE/ZIP: Arkansas City, KS 67005

We hereby submit specifications and estimates for the following:

- **Clean roof surface free from debris to achieve adhesion.**
- **Apply hybrid urethane sealant to all penetrations, damaged areas, 4 known leaks.**
- **Apply PM 3200 series or Instacoat IPP 250 HS Gray high solids silicone roof coating to entire surface.**
- **Protect the landscape.**
- **Remove all job-related debris.**
- **Light Gray color, less likely to show the dust/dirt in the following years.**
- **20 year No-Leak warranty**

PLEASE NOTE: All vehicles must be parked up wind or I prefer off premises due to possible overspray.

We hereby purpose to furnish all materials and labor for complete job in accordance with the above specs for the sum of: **Forty Four Thousand Dollars.....(\$44,000.00 tax included)**

Payment to be made as follows: 50 due upon execution of agreement and 50% due upon completion. Interest accrued after 30 days will be 18%.

Customer Acceptance: The above prices, specifications and conditions are satisfactory and are accepted. Rhoden Roofing LLC is authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Signature: _____

*This proposal may be withdrawn after 30 days due to change in the price of materials
Rhoden Roofing LLC authorized Signature: _____

By: Keith Ludwig
Cell: 316-841-0708
ADDITIONAL CONTRACT PROVISIONS

ALL OF THE PROVISIONS ON PAGE 1 & 2 OF THE CONTRACT ARE MATERIAL TERMS OF THIS CONTRACT AND APPLY TO THE WORK TO BE PERFORMED UNDER THIS CONTRACT BETWEEN "YOU" AND RHODEN ROOFING LLC. ("RHODEN")

PAYMENTS:

1.) Payment is due in full at the Rhoden offices in Wichita, KS upon completion of work. Payments not received by Rhoden within 30 days of substantial completion are deemed to be in default and shall bear interest from the date due at the rate of 18% per annum or the maximum rate of interest permitted by law which ever is higher. In addition to principal amounts and interest owed, You agree to pay Rhoden's reasonable collection costs, including but not limited to attorney's fees and filing fees if Rhoden places any amount in default for collection.

BE SAFE-AVOID HAZARDS TO YOU & YOUR PROPERTY:

- 2.) Home Repairs, especially roofing work, involves construction and demolition and can result in falling debris. You agree not to enter or permit guests or invitees into the working area while work is ongoing. Rhoden is not responsible for injuries to you or your guests who enter the work area.
- 3.) Replacing your roof is a dirty job that creates dust and debris that will enter your attic and potentially your home. Use caution when lowering your attic stairs after reroofing to avoid any overlooked debris that may have fallen.
- 4.) Your landscaping is important to us and efforts will be made to protect it during construction. However, if the design of the home, landscaping, and scope of work does not permit to protect an area, You agree that we are not responsible for damage to landscaping resulting from normal construction activity.
- 5.) You agree to provide Rhoden and material distributors unobstructed access to your driveway while work is in progress. The equipment and materials used in home construction, especially roofing, are heavy. You agree that Rhoden is not responsible for driveway and curb damage that results from completing your project.

CONSTRUCTION MATTERS NOT INCLUDED:

- 6.) Construction on a home, especially a roof, exposes pre-existing structural problems. You agree that repairing pre-existing structural problems is not a part of this contract and Rhoden is not obligated to make such repairs. An example of such a condition is when a new roof will accentuate sagging rafters and trusses.
- 7.) Building codes and good building practices require that air conditioning, water, and electric lines and pipes be located a safe distance below the roof decking. You agree that Rhoden is not responsible for nail penetrations to air conditioning, water or electric lines or pipes that are located less than 3" below the bottom surface of the roof deck or any resulting damages.
- 8.) Fiberglass shingles (especially heavier designs) installed in colder weather may need extra time to lay flat immediately. You must allow the shingles at least one full summer of heat to properly lay down.
- 9.) Properly installing a new material, especially a roof, may and frequently does require the removal and replacement of existing flashings. During installation, siding adjacent to the old flashing that is old, worn, or deteriorated may break, crack, or tear. You agree that Rhoden is not responsible for siding as a result of replacing flashings. Rhoden is not responsible for small dents or minor scratches to the gutter.
- 10.) Removing & replacing new material especially a roof creates vibrations that may be transmitted through the house. YOU AGREE TO REMOVE ITEMS HANGING FROM INSIDE & OUTSIDE WALLS, SOFFITS, & CEILINGS. You agree that Rhoden is not responsible for damage caused by falling items. Rhoden is not responsible for nail pops or hairline cracks in the sheetrock. Rhoden applies all roofing in accordance with manufacturers specifications. Therefore, at times, nails may protrude through your soffits, overhangs, porches, etc. These factors depend on decking thickness and Rhoden will not be liable for such occurrences.
- 11.) It may be necessary or prudent to remove roof mounted equipment (e.g. satellite dishes, antennas, solar panels, weather stations, etc.) You agree to have removed and reinstalled/adjusted at Your cost all roof mounted equipment. Rhoden may remove such equipment if you do not, but will have no obligation to reinstall or align the equipment including satellite dishes.
- 12.) You agree to retain a qualified, licensed electrician to disconnect and connect electrical accessories (e.g. powered vents) attached to the roof. Our installers are not licensed electricians.
- 13.) Replacement of deteriorated decking, fascia boards, roof jacks, ventilators, flashings or other materials, unless otherwise specifically stated on page 1 of this contract, is not included in this contract. Rhoden is not obligated to perform such work, unless You and Rhoden make a separate written agreement. If such work is necessary to protect the roof or insure the roof's integrity, You agree to have such work performed by Rhoden. Rhoden is not responsible for the work of other contractors hired by You.

CANCELLATIONS & ASSIGNMENTS:

14.) You may cancel this contract if You do so by delivering written notice to Rhoden at the address on page 1 of this contract on or before the 3rd business day after you sign this contract. If You cancel this contract later than the 3rd business day after You sign the Contract, but before Rhoden commences work, You agree to pay Rhoden 20% of either the proposal price or the replacement cost and General Contractor Overhead & Profit provided by Your insurance company depending on which contract you have signed.

DISPUTE RESOLUTION:

- 15.) All claims, disputes and other matters in question arising out of, or relating to this agreement or the breach thereof shall be decided by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. This agreement to arbitrate shall be specifically enforceable under the prevailing Kansas arbitration law. The award rendered by the arbitrators shall be final, and judgement may be entered upon it in any court having jurisdiction thereof. The location of the arbitration will be in Wichita, KS.
- 16.) If any provision of this Contract is determined to be unenforceable, such determination shall not affect the remaining terms of the Agreement, which shall remain fully effective and enforceable.



March 17, 2024

RE: 615 West Birch Ave Building Metal Roof Restoration

CITY OF ARKANSAS CITY

Arma Coatings of Wichita, Inc herein provides the following proposal for the following project at 615 West Birch Ave Arkansas City.

Arma Coatings of Wichita, Inc. will start work at an agreed upon time that is mutually agreeable between both parties.

Responsibilities of Arma Coatings of Wichita, Inc.

- (A) Prep the existing roof.
- (B) Application of rust inhibiting primer if needed to the metal roof
- (C) Application of approx. 40 mils of a seaming material over all horizontal seams, vertical seams, protrusions and fasteners.
- (D) Application of the base coating over the entire metal roof system.
- (E) Application of a white topcoat over the entire base coat.
- (F) Finished membrane color will be white.
- (G) Clean work area to the state that it is in when we started our coating application.

Responsibilities of Contractor:

1. Provide, at no cost and expense to Arma Coatings, to supply a water source for the cleaning phase of the project.
2. Provide, at no cost and expense to Arma Coatings, the area to be completely free from inventory.
3. Provide, at no cost and expense to Arma Coatings an area in close proximity for job site trailer with easy access to and from project site.

Price to install

Price to install waterproofed warranty for material and labor 8500 sq ft

Acrylic Metal Roof restoration System	\$22,675.00 10 yr system
	\$34,915.00 15 yr system
	\$47,155.00 20 yr system

Proposal terms and notes:

1. If this project is tax exempt a project exemption certificate will need to be presented to Arma Coatings of Wichita, Inc. prior to the start of the project.
2. No permits or licenses are included in this proposal.
3. Any applicable payment or performance bonds will be added to the gross price based on our bonding rate of 3.5%

ARMA COATINGS OF WICHITA, INC
148 S. SHERIDAN – VALLEY CENTER, KS 67147
PH (316) 755-9100 FAX (316) 223-1003
WWW.ARMACOATINGSWICHITA.COM

Ottawa, KS

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March 17, 2024

4. Any special insurance requirements deviates from our standard certificate of insurance will be added charge to the General Contractor.
5. Proposal valid for thirty days.
6. 50% due at signing of contract. The remaining due once we finish the project.
7. Finance charge at 5% per month or maximum allowed by law.
8. Any and all disputes will be handled in Sedgwick County Kansas, City of Wichita.
9. All material is guaranteed to be as specified. All work to be completed according to standard practices. Any alteration or deviation from above specification involving extra costs will be executed only upon written 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.
10. This agreement is unrelated to previous work done by General Contractor, by Arma Coatings of Wichita, Inc. There will be no offsets for said prior work, and the parties agree that said prior work will be handled separately from this agreement.

Sincerely,

Shawn Wardell
Arma Coatings of Wichita, Inc

Acceptance of the proposal: The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to complete the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Signature: _____

615 W Birch Ave, Arkansas City, KS 67005

Report: 57667066

IMAGES

The following aerial images show different angles of this structure for your reference.



REPORT DETAILS



Roof	Total Area*	Pitch		# Facets	Suggested Waste Factor
#1	71.4 squares	4/12	1/12	7	4%
		82%	18%		

*Does NOT include waste

Measurements provided by www.eagleview.com

Note: Suggested waste factor can be applied to roof areas covered with asphalt residential shingles that are a pitch of 3/12 or greater. To learn more, please visit this [knowledge base article](#).



Learn more at www.eagleview.com/Guarantee.aspx

Upgrade your report!

Ready to order materials? Simply upgrade to our best selling report, **Premium Roof**. The price of your Bid Perfect report will be deducted from your upgrade.

- 3D Roof Diagrams
- Waste Calculation Table
- Square Footage Pitch Table
- Length Diagram
- Notes Diagram
- Report Summary
- Area Diagram
- Pitch Diagram

Upgrade Now

615 W Birch Ave, Arkansas City, KS 67005 Report: 57667066

IMAGES

The following aerial images show different angles of this structure for your reference.



North View



South View



East View



West View

615 W Birch Ave, Arkansas City, KS 67005

Report: 57667066

APPENDIX

Areas per Pitch

Roof Pitches	1/12	4/12
% of Roof	18.1%	81.9%

The table above lists each pitch on this roof and the percent of the roof with that pitch.