



**Johnson Roofing Solutions**  
1383 Jackson Ave ,  
Chipley, FL. 32428  
Phone: (850) 658-4341

**Company Representative**  
Craig Sherrouse  
Phone: (850) 447-3837  
craig@johnsonroofingsolutions.com

**Contract**  
06/17/2025

**Larry Cook, Mayor**  
**City of Bonifay / Bonifay Fire Department**  
809 South Waukesha Street  
Bonifay, FL 32425  
(850) 373-6496

## Roofing Section

Johnson Roofing Solutions proposes to furnish material, obtain necessary permits, and perform all labor as follows:

\*\*\*This includes original roof and from the transition at the valley up the south side to the hip cap of the new roof. No work will take place on the east, west, or north side of the new roof. \*\*\*

- All work is to be completed Per Current Florida Building Code.
- Remove existing metal roofing panels.
- Install new and valleys.
- Install new metal roofing system (24 Gauge Painted Standing Seam 2" Mechanical Lock Hidden Fastener Roofing System) with appropriate screws spaced per manufacturer specifications.
- Install custom flashing at all roof to wall intersections.
- Install EPDM pipe boot flashings.
- Install 18" wide ridge caps (prevents water intrusion).
- Install missing hurricane clips/straps on west side of new roof via attic space or removal of gutters and outside sidewall panels.
- Clean up all job-related debris, haul off all trash, and magnet sweep entire yard for nails.

\*\*\*This price only includes what is written in above scope of work. Any extras would be completed and charged for on a time and material basis.\*\*\*

- Johnson Roofing Solutions provides a 20-year workmanship warranty against active water intrusion.

- Painted Metal has a 50-year manufacturer warranty against paint system peeling, flaking, and chipping. Warranty also covers fading more than 7 Delta E Hunter Units. Copper Metallic Color Metal is a premium color and an additional charge from all other paint colors.

### Wood Addendum

- Compromised decking will be removed and replaced at additional \$2.75 per square foot.
- Compromised Framing Boards (2x6) (2x4) will be removed and replaced at additional \$15 per linear foot.
- Compromised Facia Boards (1x4) (1x6) will be removed and replaced at additional \$10 per linear foot.

	Price
24 Gauge Painted (Customer Color Of Choice) Standing Seam 2" Mechanical Lock Hidden Fastener Roofing System	\$76,950.00
Install Hurricane clips/straps	\$2,500.00

<b>TOTAL</b>	<b>\$79,450.00</b>
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**Payment.** JRS may require a 33% deposit prior to commencing work or ordering materials for said project. 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 day. Customer is entitled to withhold 5% of the contract price as retainage payment of which may be conditioned upon entry of any required certificates, inspection reports, or notices by a government entity necessary to close or complete Contractors permit of work. Failure to pay all remaining amounts at substantial completion is a material breach of this contract. 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 Contractor. Registered manufacturer warranties expressed in the above contract will be provided upon JRS receiving full payment of invoice total. This agreement represents the entire agreement between the parties and supersedes any prior agreements. **If financing through JRS is chosen Administrative Fees Will Be Applied To Contract Price Unless Specified In Contract.**

**Non-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, Contractor shall be entitled to recover from Customer all costs of collection incurred by Contractor, including attorney's fees, costs, and expenses. Collection matters may be processed through litigation or arbitration at the sole discretion of Contractor. The failure of Customer to make proper payment to Contractor when due shall entitle Contractor, at its discretion, to suspend all work, shipments and/or warranties until full payment is made or terminate this contract.

**Availability of Site.** Contractor shall be provided with direct access to the work site for the passage of vehicles and materials and direct access to the roof. Contractor shall not be required to begin work until underlying areas are ready and acceptable to receive Contractor's work. A wind mit report is available to customers with full reroofs and it is customers responsibility to coordinate this inspection with IPA Inspections & Property Appraisals. They can be reached by phone at 850-687-1275 or via email at [Inspections@home-ipa.com](mailto:Inspections@home-ipa.com).

**Customer's Default.** Customer shall be in default of this Agreement upon any of the following occurrences (a) Customer fails to provide access to the job site or materially interferes with construction; (b) Customer fails to make timely payment under the terms of this Agreement; or (c) Customer otherwise violates a material provision of this Agreement

**Disclaimer.** Contractor 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 Contractor or individuals or entities under Contractor's control. The Customer is solely liable and responsible for all damages, whether actual or consequential, caused by Mold and incurred by Customer, Contractor or third parties

**Site Conditions.** Contractor 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 Contractor. In some cases existing gutters are required to be removed during installation of roof. Contractor will dispose of gutters accordingly unless notified in writing (customers responsibility) that removed gutters are to stay on property prior to removal. Contractor is not responsible for reattaching said gutters. Contractor is not responsible for damages done to gutters. If satellite dish is present on roof it will be removed by JRS and homeowner will be responsible to coordinate and pay for reinstallation to fascia board or a pole with their provider. During new construction JRS is not responsible for damaged eave drip due to fascia board/metal installed after roof by other trades/companies. A remobilization fee will be incurred if additional roof planes, or penetrations are added after JRS's completion of its work. The raising, disconnection, re-connection or relocation of any mechanical equipment on the roof that may be necessary for Contractor 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 Contractor to the Customer.

**Protection of Work.** Customer acknowledges that re-roofing of an existing building 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. Contractor 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.

**Materials.** 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 Contractor. Contractor is not responsible for claims of customer related to oil-canning or aesthetics. Oil-canning shall not be grounds to withhold payment or reject panels of the type specified. Surface mount flashing is allowed by manufacturer and will be utilized by JRS in some cases, this is not a reasonable cause for rejection.

**Damages and Delays.** Contractor will not be responsible for damage done to Contractor's work by others. Any repairing of the same by Contractor will be charged at regular scheduled rates over and above the amount of this proposal. Contractor shall not be liable for damages, including liquidated damages or penalties, resulting from any delay in completion of the Project. Contractor shall not be responsible for loss, damage or delay caused by circumstances beyond its reasonable control, including but not limited to acts of God, weather, accidents, 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 or government regulations including government-imposed shutdown, events related to pandemic (including all current and future guidelines related to COVID-19 pandemic), delays or failure of delivery from a third party. In no event, whether based on contract, warranty (express or implied), tort, federal or state statute or otherwise arising from or relating to the work and services performed under the Agreement, shall Contractor be liable for special, consequential, incidental or indirect damages, including loss of use or loss of profits. Contractor and Customer agree to allocate certain of the risks so that, to the fullest extent permitted by law, Contractor's total aggregate liability to Customer is limited to the dollar amount of this 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. **WAIVER OF JURY TRIAL: EACH PARTY AGREES THAT AS A MATERIAL PART OF THE CONSIDERATION HEREUNDER AND AS AN INDUCEMENT TO ENTER INTO THIS AGREEMENT, EACH PARTY HEREBY WAIVES THE RIGHT TO A JURY TRIAL**

**Warranty.** CONTRACTOR SHALL NOT BE LIABLE FOR SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS. A manufacturer's warranty shall be furnished to Customer if a manufacturer's warranty is called for on the face of this contract. 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 specifically provided in this Agreement: **THERE ARE NO EXPRESS OR IMPLIED WARRANTIES WHATSOEVER INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** All warranties/guarantees provided by Contractor, if any, shall be deemed null and void if Customer fails to strictly adhere to the 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 Contractor in writing. Any express warranty provided, if any, by Contractor is the sole and exclusive remedy for alleged construction defects, in lieu of all other remedies, implied or statutory.

**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. Contractor 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 Contractor's work. Contractor is not liable for damage to person or property caused by nails.

**Price Volatility.** The parties understand that the construction industry is currently experiencing price and availability volatility with regard to the materials used for this Project. Because of market fluctuations, the prices of these materials are subject to sudden and significant changes and firm prices cannot

be obtained from suppliers. Asphalt, polyiso and other roofing products are sometimes subject to unusual price volatility due to conditions that are beyond the control or anticipation of Contractor. If there is a substantial increase in these or other roofing products between the date of this contract and the time when the work is to be performed, the amount of this contract may be increased to reflect the additional cost to Contractor, upon submittal of written documentation and advance notice to Customer.

**Losses Beyond Contractor Control.** Contractor shall not be responsible for loss, damage or delay caused by circumstances beyond its reasonable control, including but not limited to acts of God, pandemics, government restriction, including any such orders by any government entity for the protection of the public related to COVID-19, weather, accidents, fire, riot, vandalism, federal, state or local law, regulation or order; strikes, jurisdictional disputes, failure or delay of transportation, supply chain, shortage of or inability to obtain materials, equipment or labor; changes in the work and delays caused by others.

**Legal Action.** Should Contractor 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, Contractor 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.

**Authority to Sign.** The signors to this contract represent to each other that each signor has authority to sign this contract on behalf of the party for whom each is signing. Customer represents that he or she is an owner of the property or is an agent of the owner of the Property with authority to bind the owner of the Property to this contract. The signors to this contract (by signing) give Johnson Roofing Solutions permission to execute and authorize all permit applications, NTBO (Notice To Building Officials, and Notice Of Commencements on their behalf. Customer understands and agrees that JRS reserves right to utilize the services of third- party private provider inspectors for inspections.

**Variations and Aesthetics.** Customer has had opportunity to select color and style of materials used by Contractor and to inform Contractor of selections which are part of Contractor's agreed upon scope of work. Contractor is authorized to select any materials which are not contrary to any selections made by Customer and which will not affect the function of the roof system but are purely aesthetic in nature. In the event that the customer's selected materials to be used in the construction of the Project become unavailable, Contractor reserves the right to substitute substantially equivalent materials for the unavailable materials. Metal roofing and especially lengthy 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 Contractor. Contractor is not responsible for claims of customer related to oil-canning or aesthetics. Oil-canning shall not be grounds to withhold payment or reject panels of the type specified. Uneven decks, button caps, existing shingles, nails etc. may telescope (show through) metal roofing panels and is a common occurrence (especially in darker colors). By signing below customer understands telescoping does not constitute a defect and is not grounds to withhold payment or reject work as it does not affect functionality. Both parties understand scratches of metal paint are not grounds for rejection and can be touched up with manufacturer touch up paint and are not grounds to withhold payment. JRS typically uses 1" Nail Strip Snap Lock for its standing seam panels. It is customers responsibility to notify contractor, in writing, if a different profile type is requested. Options are available to upgrade to a clip system for an additional charge especially in open soffit homes.

**Wood Addendum.** Customer understands and acknowledges that Contractor may replace compromised wood without notice to Customer. Customer further understands and agrees that charges for replacement of wood as provided in this contract will be added to the price of the work via the final invoice provided by Contractor.

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Company Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date