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City of Cartersville

Dellinger Park Gazebo

Thanks for the opportunity to help with your home improvement project! Below is the scope of work and pricing information regarding your project. Please review carefully and contact your Red Top Representative with any questions or concerns. Make sure and take the time to review our qualifications, reviews and financing options!

Scope of Work

- Prep job site for repairs
- Install safety flagging at job site
- Staging of dumpster and materials
- Removing of all wood handrail to and around gazebo and walkway
- Remove flooring at walkway
- Remove and replace damaged floor joist as needed, up to 500 cap (if more is needed there will be a video from our onsite project manager with the change order price)
- Re nail exterior band
- Install 6x6 post on band
- Install lag bolt system
- Install new 5/4 deck boards
- Install 2x6 top plate for handrail system
- Install 2x4 picket & bottom plate for hand rail system
- Build exterior gate at gazebo for lake access
- All new structure will be screwed with deck mate screws
- Project Manager to be on Site All Day
- All clean-up done on a daily basis and
- All Insurance furnished by us.

** Estimated time for bridge and gazebo to be off limits will be 3 weeks, this is for the staging of materials, work to be performed, and cleanup to re-open the bridge and gazebo **

Project Price : \$35,500



Signature

Signature Date

Customer

Dusty Brock

05/06/2022

Red Top Roofing
 Representative Signature

Terms and Conditions

1. Nature of Work. Red Top Exteriors and Roofing, LLC ("Contractor") shall furnish the labor and material to perform the work described herein or in the referenced contract documents. Contractor does not provide engineering, consulting or architectural services. It is the Owner's responsibility to retain a licensed architect or engineer to determine proper design and code compliance. Contractor assumes no responsibility for structural integrity, compliance with building codes, or design. If plans, specifications or other design documents have been furnished to Contractor, Customer warrants that they are sufficient and conform to all applicable laws and building codes. Contractor is not responsible for loss, damage or expense due to defects in plans or specifications or building code violations unless such damage results from a deviation by Contractor from the contract documents. Customer warrants all structures to be in sound condition capable of withstanding normal roofing construction equipment and operations. Contractor is not responsible for location of roof drains, adequacy of drainage or ponding on the roof.
2. Asbestos and Toxic Materials. This proposal and contract is based upon the work to be performed by Contractor 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. Contractor 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, Contractor 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.
3. 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 Contractor by the fifth (5th) day of each month for the value of Work completed during the preceding month. Final payment shall be made to Contractor within ten (10) days after substantial completion of the Work. All sums not paid in full when due shall earn interest at the rate of 1-1/2% per month until paid. 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 and litigation expenses. Collection matters may be processed through litigation or arbitration at the discretion of the Contractor.
4. Insurance. Contractor shall carry commercial general liability and such other insurance as required by law. Contractor will furnish a Certificate of Insurance, evidencing the types and amounts of its coverage's, upon request
5. Additional Insured. If Customer requires and Contractor agrees to name Customer or others as an additional insured on Contractor's liability insurance policy, Customer and Contractor 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 Contractor and is not intended to make the Contractor's insurer liable for claims that are due to the fault of the additional insured.
6. Changes in the Work and Extra Work. Customer shall be entitled to order changes in the Work and the total contract price adjusted accordingly. Any penetrations through the roofing to be installed by Contractor not shown on the plans provided to Contractor prior to submittal of this proposal shall be considered an order for extra work.
7. Availability of Site. Contractor shall be provided with direct access to the work site for the passage of trucks 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 and sufficient areas of roof deck are available and free from dirt, snow, water or debris to allow continuous full operation until job completion. The

expense of snow or water removal and any extra trips by Contractor to the job as a result of the job not being ready for roof application after Contractor has been notified to proceed will be charged as an extra.

8. Site Conditions. Contractor shall not be responsible for additional costs due to the existence of utilities, wet insulation, deteriorated deck or other subsurface or latent conditions that are not disclosed in writing to Contractor. The raising, disconnection or reconnection 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.

9. 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 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, 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, Contractor's time for performance under this proposal shall be extended for a time sufficient to permit completion of the Work.

10. Electrical Conduit. Contractor'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 Contractor from any personal injury, damage, claim, loss or expense resulting from the presence of electrical conduit, shall render the conduit harmless so as to avoid injury to Contractor's personnel, and shall compensate Contractor for additional time, labor and expense resulting from the presence of such materials.

11. Right to Stop Work. The failure of Customer to make proper payment to Contractor when due shall entitle Contractor, at its discretion, to suspend all work and shipments, including furnishing warranty, until full payment is made or terminate this contract. The contract sum to be paid Contractor shall be increased by the amount of Contractor's reasonable costs of shut-down, delay and start-up.

12. Interior Protection. Customer acknowledges that re-roofing of an existing building may cause disturbance, dust or debris to fall into the interior and possibly, if hot asphalt or pitch is used, drippage may occur depending upon deck conditions. 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. Customer shall notify tenants of re-roofing and the need to provide protection underneath areas being re-roofed. Customer agrees to hold Contractor harmless from claims of tenants who were not so notified and did not provide protection.

13. Working Hours. This proposal is based upon the performance of all work during Contractor's regular working hours. Extra charges will be made for overtime and all work performed other than during Contractor's regular working hours, if required by Customer.

14. Warranty. Contractor's workmanship will be warranted by Contractor in accordance with its standard warranty, which is made a part of this proposal and contract and incorporated by reference. Contractor SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. The acceptance of this proposal by the Customer signifies his/her agreement that this warranty shall be and is the exclusive remedy against Contractor for all defects in workmanship furnished by Contractor. Contractor's standard warranty is three years on a roof replacement and one year on a roof repair. Contractor's standard warranty

will be null and void if Contractor's work has been altered, changed, manipulated, serviced, or modified in any manner by others (including but not limited to attempted warranty repair without authorization from Contractor). Costs incurred in the removal, de-installation or re- installation of the Contractor's work are not covered by warranty.

15. Back Charges. No back charges or claims for payment of services rendered or materials and equipment furnished by Customer to Contractor shall be valid unless previously authorized in writing by Contractor and unless written notice is given to Contractor within ten (10) days of the event, act or omission which is the basis of the back charge.

16. Tolerances. All materials and work shall be furnished in accordance with normal industry tolerances for color, variation, thickness, and size, weight, amount, finish, texture and performance standards. Specified quantities are intended to represent an average over the entire roof area.

17. Mold. Contractor and Customer are committed to acting promptly so that roof leaks are not a source of potential interior mold growth. Customer will make periodic inspections for signs of water intrusion and act promptly; including notice to Contractor if Customer believes there are roof leaks, to correct the condition. Upon receiving notice, Contractor will make repairs promptly so that water entry through the roofing installed by Contractor is not a source of moisture. Contractor is not responsible for indoor air quality. Owner shall hold harmless and indemnify Contractor from claims due to poor indoor air quality and resulting from a failure by Owner to maintain the interior of the building in a manner to avoid growth of mold.

18. Fumes and Emissions. Owner and Contractor acknowledge that asphalt will be heated by Contractor, odors and emissions from roofing products will be released and noise will be generated as part of the roofing operations to be performed by Contractor. Customer shall be responsible for interior air quality, including controlling mechanical equipment, HVAC. units, intake vents, wall vents, windows, doors and other openings to prevent fumes and odors from entering the building. Customer is aware that roofing products emit fumes, vapors and odors during the application process. Customer shall hold Contractor harmless from claims from third parties relating to fumes and odors that are emitted during the normal roofing process.

19. Material References. Contractor is not responsible for the actual verification of technical specifications of product manufacturers; i.e., R value or ASTM or UL compliance, but rather the materials used are represented as such by the material manufacturer.

20. Financing. If any finance amount is approved by a third party vendor and the approval is withdrawn for any reason, Customer will be liable for the balance.

21. You, the Customer, may cancel this contract at any time before midnight on the fifth business day after you have received written notification from the Insurance Company that all or any part of the claim or contract is not a covered loss under the Policy. This right to cancel is in addition to any other rights of cancellation which may be found in state or federal law or regulation. See attached Notice of Cancellation form, Exhibit B, for an explanation of this right.

22. The Notice of Cancellation shall be effective upon deposit into the United States mail, postage prepaid and properly addressed to Contractor. In circumstances in which payment may be made from the proceeds of the Insurance Policy, Contractor shall not require any payments from the Customer until the five-day cancellation period has expired. If, however, Contractor has performed any emergency services, acknowledged by the Customer in writing to be necessary to prevent damage to the premises, Contractor shall be entitled to collect the amount due for the emergency services at the time they are rendered.