



ECRS – East Coast Rigging & Scaffolding

8221 Main Street Laurel, MD. 20724 Md. Office 301-362-8801 •	3130 N.W. 17 th Street Lauderhill, FL 33311 Fl. Office 954-616-8487 •	7024 Benjamin Road Tampa, Florida 772-209-0564
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Date: 08.02.24	Proposal No: JM2024-29
Customer: O’Neal Roofing 212 E. Hickory Drive Lake City, FL 32025	Jobsite: The Women’s Club of Lake City 257 SE Hernando Ave. Lake City, FL 32025
Attn: Dwight Rhodes	
Phone: 386-752-7578	Proposed by: John McGraw
Office:	Mobile: 904.626.6472
Email: dwight@onealcompanies.com	Email:

For the following prices, terms, and conditions on both sides herein **ECRS - East Coast Rigging & Scaffolding**. Further noted as **(ECRS)**, agrees to furnish **O Neal Companies** -for its’ project previously referenced. The Women’s Club of Lake City to furnish and install system scaffolding.

ECRS - East Coast Rigging & Scaffolding Provides:

- Equipment rental – Based on one calendar month(s) - at **28 calendar days** rental cycles.
- Labor - to include load-in and staging, complete initial installation, dismantle, packaging, and loadout.
- A staging area for material on the north or south of the job site must be provided.
- Repair of any tie-in points – **to be performed by the Customer**.
- Any signed and sealed drawings by a **Professional Engineer** licensed in the State of Florida – as is required per jurisdictional guidelines are to be obtained by the Customer.
- Round trip freight – based on delivering all equipment provided – per scope.
- Customer must provide a hi-reach Forklift for load in and load out from truck deliveries; unless an **optional / alternative** is elected, **ECRS** will provide a Forklift.
- Installation / Dismantle / Monthly Inspections will occur during regular ‘daylight’ weekday operational hours – and reflect straight-time wages.
- **Optional / Add Alternate** – Monthly inspections by **ECRS** competent person to ensure safe practices and condition of equipment.
- Time and Material charges will be incurred for cleaning/removal of excessive stucco mortar from scaffolding equipment – once the equipment is returned to **ECRS**.
- **Hurricane Readiness** implementation will require 72 hours’ notice – **T&M** charges for securing, dismantling, and re-installing equipment and materials due to emergency hurricane mobilizations will be invoiced at **\$75.00 per man/hour**.
- **Hurricane Readiness Plan** by **Customer** should include – mobilizing crew to remove all netting outrigger planking, secure all fixed steel ply-decks and staged materials, and remove and secure any potential hazards related to scaffolding equipment materials on the roof.
- **All applicable taxes are included in pricing.**



Scaffolding:

East Coast Rigging & Scaffolding will provide supervision, labor, and material to erect and dismantle system scaffolding and/or 20K Shoring frames used to support the damaged truss members as shown on NOVA Engineering Structural Condition Report and our site visit. The area included is approximately 80’x40’x12’ high on the main level and various heights in the basement level. The shoring system will be designed as described below:

***Main Level-** System will be installed from the floor to the bottom of the roof truss. Aluminum or steel beams will be used to “butt” against bottom chord of the truss members. System will be based off existing wood floor.*

***Basement Level-** Systems scaffolding with u-heads and aluminum or steel beams will “butt” against the bottom of the floor joists. The height of this area varies. Sills will be placed in the dirt area of the basement.*

It is understood that O’Neal will protect the wooden floor in the main level.

<i>Installation Labor</i>	<i>\$ 41,228.00</i>
<i>Rental Per 28 Days</i>	<i>\$ 5,675.00</i>
<i>Dismantle Labor</i>	<i>\$ 21,497.00</i>
<i>Engineering</i>	<i>\$ 5,000.00</i>
<i>Freight</i>	<i>\$ 6,000.00</i>
Total	\$79,400.00

END OF PROPOSAL DETAILS

OTHER SCOPES OF WORK PROVIDED BY ECRS

- **Swing Stages**
- **Fixed Scaffolding**
- **Mast Climbing Work Platforms**
- **Containment Netting**
- **Buck Hoists & Transport Platforms**
- **Slab Edge Protection**

CONTRACT DETAILS FOR THIS PROPOSAL:

Please review, date, sign and return via email to FloridaSupport@ecrscaffold.com . Thanks.

- Additional insurance requirements billed at cost to customer.
- Above quoted prices valid 30 days/sale; 90 days/rental.
- Labor figured on regular time only – additional fee for overtime
- Labor figured as open shop rates – Additional Fee for “Prevailing Wage, Scale or Davis Bacon” wage rates.
- Regular Hours are designated to occur Monday through Friday during a time between 7:00 A.M. and 6 P.M.



- Overtime and/or Premium Hours are designated beyond 40 hours of weekly work and any weekend or night shift requirements at a rate of \$82.50 per man/hour.
- “Prevailing Wage, Scale or Davis Bacon” wage rates must be provided prior to quotation/proposal and or start of work.
- Retainage is not accepted for we are providing you (lessee) with “Temporary Rental Equipment”.
- “Pay When Paid” is not accepted, our proposal/agreement is with you (lessee) and not with building owner.
- Any deviations, additions, alterations or modification to or beyond our scope of work as stated will be invoiced at \$55.00 per man-hour plus additional rental on any additional equipment, customer MUST be present and sign our EWA (extra work authorization) or T&M (time & material) ticket.
- Lessee to verify building structure will support the loads imposed.
- This scaffold will be erected in a safe manner and will include all safety equipment required to comply with liability insurance coverage of ECRS - East Coast Rigging & Scaffolding . Removal of any portion of said scaffolding once erected will absolve ECRS of any liability for damage or injuries incurred as a result of such removal.
- All areas where scaffolding is to be erected/dismantled must be free of debris or scrap materials. If area must be cleared by ECRS personnel, the contractor will be invoiced at \$65.00 per man-hour.
- Dismantle of scaffold by anyone other than authorized ECRS - East Coast Rigging & Scaffolding personnel constitute a breach of contract. By contract obligation, the lessee shall pay the dismantle charge as outlined in this contract.
- Ten (10) working days notification is required for return trips including initial erection and dismantle.
- All changes and/or addendums to this proposal must be made in writing and accepted by both lessee and lessor.
- ECRS - East Coast Rigging & Scaffolding , payment terms stand at Net 30 of invoice. Failure to adhere to these terms may result in stoppage of work and/or discontinuance of service.
- ECRS - East Coast Rigging & Scaffolding corporate insurance carrier – via ECRS – East Coast Rigging & Scaffolding - requires that this contract be executed and returned to this office prior to commencing work.
- Lessee or Purchaser will pay any permits or fees charged by State, County or Municipal authorities for the use or erection of this equipment.
- RENTALS ARE FOR (1) ONE-MONTH MINIMUM, PRO-RATED DAILY THEREAFTER. (28 DAY CYCLE PER MONTH) UNLESS OTHERWISE NOTED.
- PLEASE SIGN, DATE AND RETURN TO THIS OFFICE FOR COMPLETION AND SCHEDULING.

ADDITIONAL TERMS AND CONDITIONS FOR THIS CONTRACT ARE BELOW.

TERMS AND CONDITIONS

These are the terms and conditions of the sale or lease of product between ECRS - East Coast Rigging & Scaffolding and the Customer or Lessee (“Buyer” or “Lessee”) described on the face of this document. The conditions set forth herein along with the quotation and confirmation of order. If applicable, set for the entire contract and supersede all prior correspondence. Changes to these terms and conditions can only be made by in writing by an Executive Officer of ECRS - East Coast Rigging & Scaffolding home office at 8221 Main Street, Laurel, Maryland 20724

GENERAL PROVISIONS These provisions apply to both the sale and lease of product. In this section, Seller and Lessor are both referred to as Seller and Buyer and Lessee are both referred to as Buyer.

- (1) **Delivery, title, and Risk of Loss.** Delivery dates are approximate and are based upon prompt receipt of all information from Buyer. Unless otherwise specified by Seller, all products sold will be shipped FOB point of shipment and title will pass at time of shipment. The Buyer will be responsible for all freight charges, insurance, risk of loss, special packaging demurrage, or similar charges. Risk of loss passes to Buyer on shipment.
- (2) **Excusable delays.** Seller shall not be liable for delays in delivery or performance for failure to manufacture, deliver, or perform due to cause beyond its reasonable control (including the ability to obtain necessary materials and services), or an act of God, act of Buyer, act of Government, strike, war, riot, or other civil disturbance, or delay in transportation. Seller will promptly advise Buyer of any known excusable delay and the date of delivery shall be extended for a period equal to the time lost by reason of delay.
- (3) **Buyer’s credit.** Advance payments or adequate security may be required by Seller in the event Buyer’s financial status becomes unacceptable to Seller. Seller reserves the right, among other remedies, to terminate this Contract or suspend delivery or performance hereunder in the event Buyer fails to comply with all terms and conditions of this contract (including failure to make any payment when due), or any time Seller reasonably anticipates the Buyer may become bankrupt or insolvent. Seller shall be entitled, upon demand, to repayment from Buyer for all costs and expenses incurred or commitments made by Seller in performance of this contract. Buyer shall pay interest of 1½% per month on all past due amounts.
- (4) **Disclosure of Information.** Any information transmitted by Buyer to Seller in connection with performance hereunder is not to be regarded as secret or submitted in confidence unless Seller is so notified in writing and countersigned by a duly authorized representative of Seller.
- (5) **Taxes.** It is agreed that there shall be added to the rent of any excise, sales and use, occupational or other tax imposed upon Lessee by reason of the possession, use or operation of the Goods during the term of this contract. If applicable, Buyer shall provide Seller with evidence of exemption from any applicable tax.
- (6) **Cancellation.** Seller shall be reimbursed for all costs associated with this Contract in the event Buyer cancels it or any portion of it for any reason.
- (7) **Installation Services.** Installation services are not included in the Contract amount unless specifically stated, however, such services will be available at quoted service rates from the Seller. Buyer will be billed for actual hours worked, overtime premiums, if applicable, and travel time.
- (8) **Finance Charges.** Finance charges of 1½% per month (18% per annum) will be added to all amounts past due. Additionally, Buyer will reimburse Seller for all legal costs and attorney fees incurred in the collection of past due amounts and those incurred in any bankruptcy, appeal of judgements, or post-judgement collection.



SPECIAL PROVISIONS FOR THE LEASE OF PRODUCTS.

- (1) **Title and Use.** The leased equipment provided to the Lessee under this agreement or to Lessee's employee or authorized representatives at all times remains and is the sole and exclusive property of Lessor. The equipment will be used only by the Lessee or Lessee's employees at the job site designated on the front of this document and solely for the purpose for which said equipment was intended. The equipment shall not be transferred, subleased, or used or subject to any person other than the Lessee. This lease shall not be assigned by Lessee by his own act or by operation of law.
- (2) **Erection and Maintenance of Equipment and Safety Equipment.** The lessee agrees to erect, maintain, and use the equipment in a safe and proper manner in conformity with all laws and ordinances including Federal and State standards, pertaining thereto and in accordance with the SIA Code of State Practices and Lessor's Operator's Manual, copies of which Lessee does hereby acknowledge receipt. Should the equipment or any part thereof becomes unsafe, in a state of disrepair, or be not in good operating condition, Lessee shall immediately notify Lessor and shall cease all operation of the equipment or any part thereof until the same has been examined by the Lessor or by someone appointed by the Lessor for that purpose. Should the equipment become unsafe or out of repair because of normal wear and tear by reasonable and proper use, rental on such equipment that has become unsafe or in a state of disrepair, shall cease at the time Lessor is notified of that condition. By agreeing to this provision Lessor does not waive the provisions of paragraph 2 above. Under no circumstance is Lessee authorized to make any repair to equipment, engage the services of others to make any such repair, or in any way incur any expenses on Lessor's account for any attempted repair of equipment. The lessor shall have no responsibility, direction, or control over the manner of erection, maintenance, use or operation of equipment by the Lessee, unless specifically retained for such additional service(s). Lessee acknowledges that proper use of safety equipment is required for safe operation of leased equipment and warrants that use will only be by competent and duly trained employees of Lessee. Lessee further acknowledges that such safety equipment is available for purchase from Lessor and, if not purchased from Lessor, Lessee represents it is in possession of such safety equipment or has made alternative arrangements therefore.
- (3) **Indemnification. Lessee agrees to indemnify Lessor and to defend and hold Lessor harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including cost of suits and attorney's fees, asserted by any person, firm or corporation arising out of, or connected with the use, erection, maintenance, and possession of equipment by Lessee, including without limitation, improper use or lack of proper safety equipment, and for any defects in said equipment for which Lessor might otherwise be liable which may be claimed to have caused, contributed to, or be a concurrent cause of any claimed injury, or damage. This indemnification includes the claims of any employees of Lessee and Lessee hereby specifically waives protection of any industrial insurance or workmen's compensation act of any state of the United States or province of Canada.**
- (4) **Rental.** Rental, at the rates listed on the front of this document is charged from the time the equipment leaves Lessor's location and ends only when the equipment is returned to lessor's business location from which the equipment was rented. Full rate will be charged for Sundays, holidays, or time in transit, or any period of time that the equipment is idle while in possession of the Lessee. Equipment is to be returned during Lessor's normal business hours Monday through Friday. Lessor may, at its option and without waiving any provisions of this agreement of creating any duty to Lessor, have the right of free access to the equipment, which is in the possession of the Lessee for the purpose of inspecting it and observing its actual use or operation.
- (5) **Return of Equipment.** If the Lessee fails to inspect and/or count the equipment received under this agreement, he agrees to accept the Lessor's indication of readiness for use and count as final. Lessee is responsible for all shortages and damaged materials. Lost, damaged, or broken equipment will be charged to Lessee at replacement prices in Lessor's retail price list or reasonable repair price.
- (6) **Accidents.** Lessee agrees to immediately notify Lessor of any accidents or injuries involving equipment as soon as possible after any such occurrence, but in any event within 24 hours.
- (7) **Warranty.** Lessor makes no warranty hereunder and all warranties express, implied, or statutory, including without limitation, warranties of merchantability or fitness for particular purpose are hereby specifically excluded and disclaimed. In no event shall Lessor be liable for consequential or incidental damages for any reason.

Accepted: _____

Signed: John McGraw 904.626.6472

Print Name: _____

By: ECRS - East Coast Rigging & Scaffolding

Date: _____