

ADDENDUM TO PROPOSAL

WITNESSETH

WHEREAS, Countryside Imperial Ridge Homeowners Association, Inc. (hereinafter referred to as "Association") is the corporate entity responsible for operation and maintenance of those items set forth in the governing documents of Countryside Imperial Ridge; and

WHEREAS, Done Rite Roofing, Inc. (hereinafter referred to as "Contractor") desires to enter into an Agreement with the Association for removal and replacement of the shingle roofing on 15 Buildings and the Pool House (hereinafter referred to as the "Work"); and

WHEREAS, Association and Contractor desire to modify the terms of the "Proposal" submitted by the Contractor to Association on or about January 27, 2022 which was for a total amount of \$477,995.00:

NOW THEREFORE, in consideration of the mutual premises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The above recitations are true and correct.
2. All provisions contained herein shall be superior to and govern over any terms contained in the Proposal referred to above.
3. The start date of the Work shall be April 11, 2022, and the Work shall be completed on or before 50 days has elapsed. Time is of the essence in performance of this contract. After 50 days has elapsed from the date of commencement of the Work, Contractor shall be penalized a monetary amount of \$100.00 per day for every calendar day that the project is not completed. Contractor shall not be held liable for any damage or delays resulting from accidents, storms, floods, earthquakes, war, government controls, strikes, acts of God or any other accidental or natural causes, or any damage of delay beyond Contractor's control. Payment shall be due as follows:
  - a) Twenty-Five percent (25%) shall be due within ten (10) days of executing the contract.
  - b) Per building, Seventy-Five percent (75%) shall be due upon completion of the Work and subject to inspection pursuant to Paragraph 4, and to any retainage contemplated pursuant to Paragraphs 6 or 10 of this Addendum.
4. Upon completion by Contractor of the Work which requires payment under the Proposal, all Work will be inspected by Association or an agent selected by the Association to supervise said project. Any objections to Work performed shall be given in writing to Contractor within ten (10) days of the Contractor's written notice to Association that the Work has been completed. If no objections are made within this period, then payment in full shall be tendered to Contractor, and Contractor shall submit simultaneously a Contractor's Final Affidavit and Final Release of Lien.
5. Contractor shall promptly remedy all damage or loss to any property caused in whole or in part by the negligence of Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Contractor shall be responsible to Association for the acts and omissions of its

employees, subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Contractor, including with regard to damages to any persons or property. The Contractor is responsible to reimburse owners within the Association for tire damage caused by nails or debris from the work site during the project and for a period of fifteen (15) days after final payment is made.

6. Contractor shall cause no waste to the property that is the subject of this Proposal or adjoining property in the performance of this Proposal, and at all times shall keep the premises free from accumulation of waste materials or rubbish caused by its operations. At the completion of the Work, it shall remove all its waste materials and rubbish from and about the project as well as its tools, construction equipment, machinery and surplus materials and return all affected areas of the property to a broom-swept clean condition.

If, after three days notice by Association's representative to Contractor's representative at the site of the Work, Contractor has not diligently proceeded with the clean-up as outlined in this paragraph, then Association has the right to proceed with the clean-up Work at Contractor's cost and expense.

Free, clear and unobstructed egress and ingress with respect to the property shall be maintained by Contractor to the extent possible.

7. The Contractor agrees to furnish Worker's compensation and liability insurance with limits of at least \$100,000.00 /\$300,000.00 for each occurrence and property damage of at least \$1,000,000.00. The Contractor agrees to supply the Association with evidence of and keep said insurance policies in full force and effect during the entire course of the Work to be performed. It is understood that if any insurance cancellation notice is received by the Contractor, it will immediately notify Association and Contractor agrees to replace said policies promptly. Contractor agrees that it shall perform no Work under the Agreement during such time as said insurance policies are not in full force and effect.

The Contractor agrees to provide a "Per Project Endorsement" under the liability provided for hereunder. In the event that Association is named as an additional insured under Contractor's policy, said insurance shall be added on a primary basis. Insurance requirements under this section shall in no way be construed as a limitation of liability on behalf of Contractor.

8. Contractor warrants to Association that all materials and equipment incorporated in the Work will be new unless otherwise specified and that all Work will be of good quality, free from faults and defects and in conformance with the Proposal documents including, but not limited to, the specifications and building code requirements. All Work not conforming to these standards may be considered defective. Contractor expressly agrees that during said period of time any flaws or deficiencies in either Work or material shall be corrected and/or replaced and restored to first class Working order at no cost to the Association. In the event of his refusal to so restore same as aforesaid, Association may do said Work and/or secure additional material after thirty (30) days written notice to Contractor, and Contractor shall reimburse Association for such sum.

Contractor further warrants that it will comply with all application and other requirements of each producer or supplier of materials, and will ensure that any inspections or other requirements of a producer or supplier of the materials take place.

9. In connection with any arbitration and/or litigation arising out of the Proposal or this Addendum, the prevailing party shall be entitled to recover from the other party said prevailing party's attorneys' fees and costs, including attorneys' fees and costs for any appellate proceedings.
  
10. Payments due to Contractor may be withheld by Association on account of defective Work not remedied, claims filed, reasonable evidence indicating probability of filing claims, failure of Contractor to make payments properly to subcontractor or for material or labor, or the reasonable belief of Association that the Work to be performed under the Proposal which remains unfinished cannot be completed for the balance then unpaid. If any of the foregoing said causes is not removed or if Contractor at any time shall refuse or neglect to supply adequate and competent supervision or sufficient properly skilled Workmen or materials of the proper quality or quantity necessary for the performance of the Work hereunder or fail in any respect to prosecute the Work with promptness and diligence or fail to perform or to adhere to any agreement on its part herein contained, Association shall have the option, after thirty (30) days written notice to Contractor and without prejudice to any other remedy it may have, to pay such claims and provide for such labor or materials and to deduct the cost thereof from any money due or thereafter to become due by Association to Contractor.
  
11. Contractor will pay all social security and other taxes imposed upon him as an employer in connection with the performance of this Proposal, and will furnish evidence, when required by Association, showing that all such payments required to be made have been paid. Contractor shall pay all applicable health and welfare charges, local state and federal taxes including sales and use taxes, and union fees in connection with its Work. All monies received hereunder by Contractor which may be attributable or which are owed by Contractor to a sub-contractor, sub-sub-contractor, material man or other potential lienor under the Proposal shall be held in trust for such sub-contractor, sub-sub-contractor, material man or other lienor and shall not use such funds for any other purpose.
  
12. Contractor will replace any rotted and/or damaged wood. Contractor will consolidate one (1) single invoice per building of all replaced wood on each building. Contractor will not be creating separate, individual contracts for residents in regard to wood replacement. Association will be responsible for payment for wood replacement on all buildings upon completion.

COUNTRYSIDE IMPERIAL RIDGE  
HOMEOWNERS ASSOCIATION, INC.

*President of Imperial  
Ridge HOA*

Date: 3-14-2022

By: 

Authorized Representative

DONE RITE ROOFING, INC.

Date: \_\_\_\_\_

By: \_\_\_\_\_

Authorized Representative

Done Rite Roofing Inc.

211 Hedden Ct.  
Palm Harbor, FL 34683

Phone # 727-771-8747 doneriteroofing@msn.com  
Fax # 727-771-8276 www.doneriteroofinginc.com

# Invoice

Date	Invoice #
3/10/2022	5001400

Bill To
Countryside Imperial Ridge HOA Ameri-Tech Community Management, Inc. 24701 US Highway 19 N. Suite 102 Clearwater, FL 33763

Ship To

P.O. Number	Lic. No	Rep	Ship	Via	F.O.B.	Project

Quantity	Item Code	Description	Price Each	Amount
	Shingle	25% DEPOSIT ALL 15 BUILDINGS WITH POOL HOUSE Removed existing shingle roof down to wood decking Replace rotted wood as needed (see below for all applicable wood charges) Installed new felt underlayment (unless additional charge for peel and stick is listed below on this invoice) Installed new LIFETIME Dimensional Shingles High Definition Installed 6" drip edge on all eaves and rakes Installed all lead boots over existing plumbing pipes Installed all galvanized roof vents Installed 70' of shingle over ridge vent Installed 16" 26 galvanized flashing in all valleys Renailed decking to FBC	477,995.00	477,995.00
	Warranty - OC Plati...	Owens Corning Platinum Protection Warranty on shingle roof - 50 years labor and materials	0.00	0.00
			0.00%	0.00
			<b>Total</b>	<b>\$477,995.00</b>

*NOTE - Peel and stick WAS AGREED on for the entire Imperial Ridge HOA project.*  
Rn ✓

*President of Imperial Ridge HOA  
3/14/2022*

<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$477,995.00

Dear Valued Homeowner,

Thank you for trusting Done Rite Roofing to work with you on your roofing project. We appreciate your business and we will work hard to ensure your satisfaction. Please read this letter regarding what to expect during the roof replacement process.

Attached, you will find important paperwork you are required to return before we can schedule your job for production. Each form must be signed and returned to our office as promptly as possible to avoid any potential delays in scheduling.

**1) Notice of Commencement (NOC):** It is very important that property owner or owner's authorized agent sign and return the ORIGINAL "NOC" to us. This is required by each jurisdiction in order for us to pull a permit for your project. It is not necessary for you to fill out any areas of the NOC; Please only date, sign and print your name on the bottom of the page. Once we receive this ORIGINAL form, we will begin the necessary procedures required in order to obtain the permit. Please note: For your convenience, we are able to notarize this form in our office.

**2) Wood Pricing Sheet:** This form simply explains our pricing of wood; should any additional need to be replaced during your project that was not included in your original estimate. Additional wood charges will be billed separate if they were not included on the final invoice.

**3) Draw Schedule:** This informs you of the payment plans we require throughout the process. The first draw is due upon signing for a 25% deposit. A second 25% draw is due upon start date. The remaining balance will be invoiced upon completion of the project and final payment is due upon receipt of the invoice. Failure to provide payments may result in delays. Please note: Draw schedule does not apply if you are financing through our approved lenders.

**4) Florida Lien Law:** We are required by the State of Florida to provide this notification which simply states that we reserve the right to place a lien on your property for non-payment. Please keep in mind that you may receive a Certified Letter (Notice to Owner) in the mail stating that a lien may be placed on your property if payment for materials is not made within a reasonable amount of time from the end of installation. A Release of Lien (ROL) may be provided in exchange for final payment. This will only be provided upon request.

**5) Contract Terms:** This is verbatim, back of your contract in larger print so that it is easier to read. Please read and initial each page at the bottom to confirm receipt of these terms. Please sign and date the third page and return to our office along with the rest of your required documents.

**At this time, we request that you make the 25% deposit to secure your spot on our schedule. (If you have not done so already)**

If you have not already done so, please sign a copy of your proposal and return it to the office.

Due to our VERY high call volume, we suggest you contact us the week prior to your anticipated start week to confirm that we are still running on schedule. We will then contact you the day prior to your start date (no sooner, no later) to confirm the start of your project. You may also email with any questions or concerns. Please keep in mind every job is weather permitting. Please note: If you do NOT receive your "confirmation call" the day prior, then your project has been delayed. Any delay in scheduling will cause a domino effect to subsequent projects.

Should you have any questions or concerns, do not hesitate to contact our office any time!

**It is the homeowner's responsibility to arrange to have any satellite dishes, solar panels, cable cords, or any miscellaneous items on your roof removed from your roof prior to commencement and reinstalled after project is completed to avoid any damages during the process. Please contact the appropriate parties to address this matter.**

*\*Please leave any and all permit, affidavit, and any pictures attached to the outside of your house until the final inspection is completed. Failure to do so may result in jurisdiction fees that will be the responsibility of the homeowner\**

Thank you for choosing Done Rite Roofing, Inc., we look forward to working with you.

Sincerely,  
The entire Done Rite Roofing Team  
405 N. Orange St.  
Palm Harbor, FL 34683  
727-771-8747

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## What is a Notice of Commencement?

If your contract exceeds \$2,500.00, a Notice of Commencement **must be filed** by the homeowner or contractor.

In accordance with Section 713.13 (1) (h) of the Florida Statutes, a "Notice of Commencement" must be filed with the Clerk of the Court (County Records Division) prior to commencement of construction of a project, and a certified copy or affidavit attesting to the recording of the Notice of Commencement, must be posted at the jobsite. This notice contains detailed information about the project such as property owner, financial institution, jobsite address, contractor, etc., and protects the property owner's title to the property.

Development Services at city hall will provide this form to permit applicants upon request.

- Your failure to record a Notice of Commencement may result in your paying twice for improvements to your property. If you intend to obtain financing, consult with your lender or an attorney before recording your Notice of Commencement. A recorded copy of the Notice of Commencement must be posted on the job-site.

According to Florida law, those who work on your property or provide materials, 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.

### Notice To Owner

Prior to filing a lien, a lienor who does not have a direct contract with the owner, must serve the owner with a Notice to Owner. The Notice to Owner must state the lienor's name and address, and a description of the real property and the nature of the services or materials being furnished. The Notice to Owner must be served before commencing, or within 45 days of commencing, to furnish the services or materials (but before owner's final payment to the contractor). A lien cannot be enforced unless the lienor has served the Notice to Owner as described above.

### What Can Happen If I Don't Get Releases Of Lien?

You will not be able to sell your property unless all outstanding liens are paid. Sometimes a landowner can even be forced to sell his property to satisfy a lien.

### Who Can Claim A Lien On My Property?

Contractors, laborers, materials suppliers, subcontractors and professionals such as architects, landscape architects, interior designers, engineers or land surveyors all have the right to file a claim of lien for work or materials.

Always require a release of lien from anyone who does work on your home.

### Whose Responsibility is it To Get These Releases?

You can stipulate in the agreement with your contractor that he must provide all releases of lien. If it is not a part of the contract, however, or you act as your own contractor, YOU must get the releases. If you borrow money to pay for the improvements and the lender pays the contractor(s) directly without obtaining releases, the lending institution may be responsible to you for any loss.

Permit Number \_\_\_\_\_  
Parcel ID Number \_\_\_\_\_

**NOTICE OF COMMENCEMENT**

State of Florida  
County of \_\_\_\_\_

**THE UNDERSIGNED** hereby gives notice that improvements will be made to certain real property, and in accordance with Section 713.13 of the Florida Statutes, the following information is provided in this **NOTICE OF COMMENCEMENT**.

**1. Description of property (legal description):** \_\_\_\_\_

a) Street (job) Address: \_\_\_\_\_

**2. General description of improvements:** TEAR OFF EXISTING AND INSTALL NEW.

**3. Owner Information or Lessee information if the Lessee contracted for the improvement:**

a) Name and address: \_\_\_\_\_

b) Name and address of fee simple titleholder (if different than Owner listed above) \_\_\_\_\_

c) Interest in property: \_\_\_\_\_

**4. Contractor Information**

a) Name and address: DONE RITE ROOFING INC. 405 N. ORANGE ST. PALM HARBOR FL 34683

b) Telephone No.: 727-771-8747 Fax No.: (optional) \_\_\_\_\_

**5. Surety (if applicable, a copy of the payment bond is attached)**

a) Name and address: \_\_\_\_\_

b) Telephone No.: \_\_\_\_\_

c) Amount of Bond: \$ \_\_\_\_\_

**6. Lender**

a) Name and address: \_\_\_\_\_

b) Telephone No.: \_\_\_\_\_

**7. Persons within the State of Florida designated by Owner upon whom notices or other documents may be served as provided by Section 713.13 (1) (a) 7., Florida Statutes:**

a) Name and address: \_\_\_\_\_

b) Telephone No.: \_\_\_\_\_ Fax No.: (optional) \_\_\_\_\_

**8.a. In addition to himself or herself, Owner designates \_\_\_\_\_ of \_\_\_\_\_**

to receive a copy of the Lienor's Notice as provided in Section 713.13 (1) (b), Florida Statutes.

b) Phone Number of Person or entity designated by Owner: \_\_\_\_\_

**9. Expiration date of notice of commencement (the expiration date may not be before the completion of construction and final payment to the contractor, but will be 1 year from the date of recording unless a different date is specified): \_\_\_\_\_, 20**

**WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART I, SECTION 713.13, FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.**

Under penalty of perjury, I declare that I have read the foregoing notice of commencement and that the facts stated therein are true to the best of my knowledge and belief.

(Signature of Owner or Lessee, or Owner's or Lessee's (Authorized Officer/Director/Partner/Manager) \_\_\_\_\_ (Print Name and Provide Signatory's Title/Office) \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20

by \_\_\_\_\_ as \_\_\_\_\_ (type of authority, e.g. officer, trustee, attorney in fact)

for \_\_\_\_\_, as \_\_\_\_\_ (type of authority, ... e.g. officer, trustee, attorney in fact)

for \_\_\_\_\_ (Name of Person) \_\_\_\_\_ (name of party on behalf of whom instrument was executed).

Personally Known  Produced ID   
Type of ID \_\_\_\_\_

Notary Signature \_\_\_\_\_  
Print name \_\_\_\_\_

RW





# DONE RITE ROOFING, INC.

*Don't Just Have It Done.  
Have It DONE RITE!*

www.doneriteroofinginc.com

Phone: (727) 771-8747

Fax: (727) 771-8276

CCC1330640

Date: \_\_\_\_\_

I agree to pay necessary lumber repairs in connection with Done Rite Roofing, Inc. contracted dated \_\_\_\_\_ at the rate indicated below. Charges include labor, materials, clean up and haul away. All charges will be billed to you on final invoice or separately after final invoice has been sent. All repairs will be done in compliance with the local code.

SHEATHING	
SIZE	PRICE PER LINEAR FOOT
1x12	\$6.40
1x10	\$5.90
1x8	\$5.90
1x6	\$4.90

PLYWOOD	
FULL SHEETS	PRICE PER SHEET
3/8"	\$77.00
1/2"	<del>\$95.00</del> 85.00
5/8"	\$100.00
3/4"	\$105.00

RAFTERS	
SIZE	PRICE PER LINEAR FOOT
2x4	\$5.40
2x6	\$5.90
2x8	\$6.85
2x10	\$8.70
2x12	\$10.50

RAFTER ENDS	
SIZE	PRICE PER LINEAR FOOT
2x4	\$14.25
2x6	\$16.80

FASCIA & SUB-FASCIA	
SIZE	PRICE PER LINEAR FOOT
1x2	\$3.00
1x3	\$4.50
1x4	\$7.50
1x6	\$10.00
1x8	\$11.85
1x10	\$12.85
1x12	\$13.85
2x6	\$9.75
2x8	\$10.75
2x10	\$12.75
2x12	\$15.75

EXTRA LAYERS NOT SPECIFIED ON CONTRACT	
LAYERS	PRICE
Per Sq.	\$35.00

- All two-story wood replacement, please add \$3.75 per foot for a
- Prices above are based on yellow pine; cedar is 20% more per foot. We do not paint or prime new wood.
- If fascia is aluminum wrapped, there will be an additional charge of \$2.00 per foot to remove and replace.
- If we have to disconnect and reconnect a pool screen enclosure, there is a minimum \$250 charge.
- We do not replace soffit. You will need to hire a soffit sub-contractor to replace any soffit.
- If gutters or soffit need to be removed and re-installed for fascia replacement, there will be an additional charge per foot for this work and will be performed on a time and material basis.

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

*[Handwritten Signature]*  
President of Imperial Ridge  
HOA

Date: \_\_\_\_\_

*03/14/2022*



**DONE RITE  
ROOFING, INC.**

*Don't Just Have It Done.  
Have It DONE RITE!*

www.doneriteroofinginc.com

Phone: (727) 771-8747

Fax: (727) 771-8276

CCC1330640

## Draw Schedule

Payment Plan:

25% deposit due at signing

25% balance due upon start date

(Please have payment submitted to office day of, or call with CC over phone)

*AS PER ADDENDUM R-1*

Remaining balance due upon completion

All major credit cards and financing programs are accepted, subject to a 3% administrative fee. If you plan on paying with a credit card, please fill out and submit the Credit Card authorization form.

Payments not received according to agreed upon payment plan may result to delays on the project.

Please sign, print and date below that you agree to these terms.

Signature: *[Handwritten Signature]* Print: Robert A. NEFF  
*President of Imperial Ridge HOA* Date: 03/14/2022

Please contact the office with any questions or concerns.

We are very pleased you have selected us for your roofing needs and will do everything we can to meet your expectations that the job be Done Rite!

STATUTORY WARNINGS

LIEN LAW

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 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.

CHAPTER 558 NOTICE OF CLAIM

ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND

PAYMENT, UP TO A LIMITED AMOUNT, MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS: (850) 487-1395, 1940 N. MONROE ST., TALLAHASSEE, FL 32399-0783, WWW.MYFLORIDALICENSE.COM.

DATE: 3/14/2022 CUSTOMER(S) SIGNATURE

  
President of Imperial Ridge HOA

1. **PAYMENT:** Owner expressly agrees that the term "Payment Upon Completion", or similar language describing the same general idea, means that all monies due are payable to contractor on demand when the job is substantially complete or substantially performed. At the time of demand, Owner may withhold a sum of money equal to the fair value of the work to be completed until the work is so complete. In order to withhold any money, the Owner must present to the Contractor a written list of the work he is withholding funds for and include a signed statement that is the complete list of all work to be done, providing the work is part of the contract, Owners failure to tender payment to a performing Contractor or Subcontractor may subject the Owner's property to applicable liens by the Contractor or Subcontractor in Order to enforce payment. All coupons must be presented prior to signed contract or before commencement of job. Coupons and discounts cannot be combined with any other promotions, offers or with the use of payment with credit cards. Credit Card processing fee: 3% of the amount being charged.
2. **FINANCING:** If the owner fails or refuses to deliver upon demand of the Contractor the instruments required for financing, the full amount of the balance shall become due and payable upon substantial completion or at the Option of the Contractor. Such a failure of refusal shall constitute a breach of contract. In the event that this contract is to be paid in installments, the Contractor shall have the right to arrange for financing through any person, firm or corporation legally authorized to do such financing in which case the Owner agrees to execute all instruments required by such agency or Contractor upon demand of the Contractor or agency. Financing fee for Wells Fargo Bank: 5% processing fee assessed on amount being charged.
3. **CONTRACTOR:** Shall not be liable for, without limitation damage to driveways, sidewalks, lawns, screen enclosures, sprinkler systems, gardens, septic systems, drain fields, shrubbery, flower beds, garage doors or foundations and other structures, buildings, or portions thereof, as a result of work performed by CONTRACTOR. Contractor shall not be responsible for injuries to customer and anyone other than our employees for falling off ladder or roof. Contractor will not be responsible for interior damages due to any employees, inspectors, homeowners, etc. falling through the roof due to bad (rotted, soft, wet) wood, stucco work, old skylights, or bad flashing. Homeowner is responsible for satellite dish removal, installation, and re-positioning.
4. **LATE CHARGES:** Owner will pay Contractor a late charge of \$45.00 and a Finance Charge of 10% per month on any of the Final Invoice Price when due. Payment is due upon completion within 7 business days.
5. **ATTORNEY'S FEES:** If the Owner defaults in payment as provided for in this contract, including but not limited to payment of Contractor, Sub-Contracts, and for material, Owner agrees to pay all of attorney's fees and costs associated with collecting the money owed under this contract.
6. **MATERIALS:** All work and material delivered to the premises, whether actually incorporated in the property or not, are to be considered the property of the Contractor until it has been paid for. Owner agrees that the Contractor shall have access to the Contractor's materials at all reasonable times until the same have been paid for in full. All excess materials not incorporated into the work performed shall be considered the property of the Contractor, and Contractor may remove any materials if the Contract is not paid when due. Shingles are delivered by a separate supply house not affiliated by contractor.
7. **SELECTION OF MATERIALS:** Contractor and Owner mutually agree that any selection, makes or model numbers that are not described in the contract will be chosen by the Owner at the Contractor's showroom and/or office or by the Contractors production department personnel at the Owner's residence. If a product is not available both the Contractor and the Owner will mutually agree on a substitution. Prices of materials are subject to change due to an increase in costs of goods or services resulting from circumstances such as federal mandates, embargoes, economic turmoil, military conflict, strikes, war (whether declared or undeclared), riots, delays by carriers, delays in shipment, etc., or receipt of materials from suppliers, shortage of materials, or delayed production dates specifically tiles, contractor has the discretion to take the necessary precautions to the flashing or replacement of skylights to ensure a complete roof system. Contractor will not be responsible for debris falling inside from skylight installation. It is homeowner's responsibility to cover

**BACK OF CONTRACT - Copy**

furnishings. Contractor will not responsible for original skylights that are not replaced and or skylights that are special order due to non-standard size.

8. **WARRANTY:** Contractor guarantees that the materials used in the work will be of standard quality and will be installed or applied in good and workmanlike manner. These LIMITATIONS apply to this warranty.
- A. Contractors warranty is as stated and will not exceed manufacturer's warranty.
  - B. Contractor will not be responsible for 1) Roof maintenance. (2) Any roof damage resulting from winds above 70 MPH (Tile) and greater or 150 MPH (Shingle) and greater. (3) Damage to roof material, installation or property as a result of improper roof drainage (4) Damage or leaks caused by any installation on or through the roofing material installed by other than Done Rite Roofing Inc., unless letter or diagram approved by Done Rite Roofing, Inc.
  - C. Damage due to: Settlement, distortion, failure or cracking of the roof deck, walls or foundations of the structure, 1) Infiltration or condensation of moisture in, through or around walls, copings, building structure or underlying or surrounding materials, including tie-ins to adjacent roof systems.
  - D. Chemical attack on membrane or material as a result of exposure to chemicals, including but not limited to, aliphatic or aromatic solvents, chlorinated hydrocarbons, turpentine, oils, organic or inorganic polar mater materials: Or Vandalism.
  - E. Contractor will not be responsible for acts of nature such as fires, floods and heavy rains, drought, hurricanes, earthquakes or freeze thaw conditions or any other condition beyond his control: Contractor will not be responsible for water damage to interior of property.
  - F. Guaranties and material warranties effective upon payment of balance in full.
  - G. Warranty service expense is the responsibility of the CONTRACTOR during the warranty period. Any service call due to neglect, misuse or improper maintenance caused by the OWNER will be at the expense of the OWNER. If there is no problem found during a service call, payment for service is the OWNER'S responsibility.
9. **NATURE OF WORK:** Contractor is not responsible for structural integrity, design or building code compliance or any work done to property that has not been properly permitted, or to poor workmanship from builder or to skylights that are not standard size or are homemade.
10. **ENTRY:** Owner authorizes the Contractor to enter upon the Owner's premises. Owner agrees to obtain consent to enter upon adjoining neighbors' premises, if necessary, in order to enable the Contractor to perform and complete the work mentioned in this contract.
11. **FLAT ROOFS:** It shall be the responsibility of the homeowner to notify contractor of any known drainage problems on low slope and or flat roof areas. Contractor will not be responsible for any ponding water longer than 48 hours. If tapered system or drains are deemed necessary it shall be billed separately. There will be an increase in price if flat roof is done separately.
12. **LICENSES, PERMITS, SAFETY RULES, BUILDING CODES, ZONING ORDINANCES AND OTHER LAWS:** Contractor shall be responsible to Customer for obtaining any and all licenses and building permits which are legally required to perform the Contract. Contractor shall also be responsible to Customer for the Contract being performed in compliance with all applicable safety rules and all existing building codes, zoning ordinances and other laws. If a change occurs to any applicable safety rule, building code, zoning ordinance or other law which requires additional goods and/or installation services and to perform the contract, Customer agrees to pay Contractor the cost and reasonable profit or such additional goods and/or installations services. Contractor is not responsible for plumbing, water lines, electrical lines, ac lines or any wires not ran properly or per code.

**BACK OF CONTRACT - Copy**

iiò **GOOD FAITH:** The Owner represents that the Owner knows of no impediment, legal or financial, which would prohibit Owner from fulfilling all of Owner's obligations under the contract. The Owner's representations are made with the understanding that the Contractor is relying on them in accepting and performing this Agreement and in furnishing the materials and labor specified.

iiò **CANCELLATION OF THE CONTRACT:** After the third business day after signing the contract, there will be a \$65.00 processing fee as well as any costs of permits, and securing and/or restocking materials will be billed to the homeowner. All cancellations must be in writing.

iiò **CONTRACTOR:** Shall not be responsible for any damages caused by delays. It is agreed that the Contractor should be permitted to execute its work without interruption. If it is delayed at any time by any act or neglect of the Owner, or the Owner's representatives or employees, or any other contractor employed by the Owner, or any changes ordered in the work, the Contractor shall be reimbursed or paid for additional expense or damage. This shall include loss of equipment caused by said delay. In all cases involving work stoppage, extra work, changes or cancellation, it is agreed that the Owner will pay or reimburse the Contractor for its full cost of labor and materials, plus 15% overhead, plus 10% profit. Contractor shall not be held liable for any damage or delays resulting from accidents, storms, floods, earthquakes, war, government controls, strikes, acts of God or any other accidental or natural causes, or any damage of delay beyond Contractor's control. Contractor is not responsible for price inflation and or increases due to national disasters, shortage of materials, increase in fuel/ crude oil hurricanes, floods, tornados and or acts of God.

iiò **SCHEDULING:** Start date assigned is an anticipated date. This date is subject to change due to weather conditions, delays in unfinished job stated prior to your commencement, and conditions beyond Contractor's control, (flu season, incidentals, accidents, etc.)

iiò **ANY UNSEEN OR HIDDEN PROBLEMS:** Any necessary materials (wood, etc.) needed to be replaced that was not seen that needs to be replaced to correctly complete the job as per contract will be done with consideration to homeowner notification but will be completed as scheduled. Homeowner agrees to pay reasonable cost for labor and material of such necessary work, to complete job as contracted. Contractor only replaces rotted wood, unless specified otherwise in writing. Contractor will not be responsible for any bowed wood or dips in roof. If deemed necessary to be corrected it shall be invoiced separately. If flashing on skylights and or chimneys are found deemed necessary to be replaced it is homeowner's responsibility for the stucco costs. It is homeowner's responsibility to prime and paint new wood. Old skylights cannot be warranted if option to replace is declined. NOTE: Homeowners is responsible for any stucco work that is to arise when switching from tile to shingle roof.

Address: \_\_\_\_\_  
\_\_\_\_\_

Signature:   
President Imperial Ridge HOA

Print Name: Robert A. NEFF

Date: 03/14/2022



(727) 771-8747

LIC. # CCC1330640

Fax (727) 771-8276

April 2, 2021

## WIND MITIGATION REPORT

ALL FULL ROOF REPLACEMENTS (EXCLUDING FLAT ROOF'S) INCLUDES A FREE WIND MITIGATION REPORT!

ONCE YOUR FINAL PAYMENT OF YOUR ROOFING PROJECT IS PAID IN FULL, WE WILL ORDER A WIND MITIGATION REPORT THROUGH QUALIFIED SERVICES CORPORATION, A 3RD PARTY COMPANY. (Qualified Services Corporation: 727-243-0383)

QUALIFIED SERVICES CORPORATION WILL TOUCH BASE WITH YOU WITHIN 24-48 HRS TO SCHEDULE AN APPOINTMENT WITH YOU.

ONCE THE REPORT IS COMPLETED, THEY WILL EMAIL YOU A COPY WHICH WILL THEN NEED YOU WILL HAVE TO SEND TO YOUR INSURANCE COMPANY.

**PLEASE NOTE:** IF YOU DO NOT TAKE INITIATIVE TO LET US KNOW YOU ARE IN NEED OF THE REPORT WITHIN 3 MONTHS OF THE REPLACEMENT COMPLETION DATE, WE WILL NOT HONOR THE COST OF THE WIND MITIGATION.

Signature: \_\_\_\_\_

*Bob A. 21*  
President of Imperial  
Ridge HOA

Date: \_\_\_\_\_

*3/14/2022*

PLEASE READ OVER THESE IMPORTANT FACTS!!

## STEP IN OUR PROCESS

What we'll do during the process and why it's important.

### PRIOR TO ARRIVAL

Please remove any vehicles out of the garage prior to the crew's arrival; the crew will be backing into your driveway with a dump truck or trailer so please make sure there are no vehicles blocking our access. If you park your vehicle in the garage and plan on leaving during the project, please arrange to park your vehicle outside of the garage as you risk having your vehicle stuck until the project is complete. Please help us prevent your valuables from being damaged by taking simple precautions such as covering or removing items from yard or around home. Any valuables left outside or near home (i.e. lawn gnomes, rare and exotic plants, expensive patio furniture, etc.) risk the chance of being damaged.

### STEP 1: TEAR OFF

The 1st crew should arrive at your home or project any time between 8-9:00 am. When we remove the old roof it allows us to inspect, and replace, any rotted roof decking. A smooth decking is needed to apply a new roof. We **MUST** replace any rotted wood in order to pass inspections and warranty the roof. Job site clean-up should be performed each day and a nail magnet should be run when they are completed.

**Install Underlayment:** This very important step prevents moisture damage to your roof deck and your home. It also provides an additional layer of water shedding protection underneath the shingles. It helps minimize "picture framing", outline of deck panels, caused by irregularities in the thickness of your deck. This step is required by Florida Building Code and Manufacturers. This step will keep your roof water tight!

### STEP 2: IN-PROGRESS INSPECTION

Typically, the day after the tear off process is complete, there is not too much activity. At this point we are scheduling any in-progress or partial inspections required by your jurisdiction. Sometimes, we may need to send additional carpenters in for fascia or detailed work. You may also have the materials loaded on the roof by the supplier on this day. We **WILL NOT** be back out to install the shingles until the inspection by the building department has been completed and the green light has been given.

RN



### **STEP 3: INSTALLATION**

**Install Edges and Flashing:** This is when the 2nd crew will arrive (sometimes different than the 1st crew). They will install all aluminum drip and rake edges. This step protects the edges of the roof from water infiltration and water drainage along the bottom of the eaves. We will at this time check all flashing details along the chimney, soil stacks, ventilators and vertical wall joints and replace if necessary; These are most likely the points of leakage.

**Install Shingles:** This step is the one you and your neighbors see and love! The crew will begin this step by installing the self sealing starter strips. This protects the roof by filling in spaces under the cutouts and edges of the first shingle course. This also helps seal down the first course effectively, which is essential to protecting against high winds. This provides quality weather protection, fire protection and beauty to the exterior of your home.

**Install Ventilation System:** This step helps ventilate and protect your roofing system from moisture damage by allowing air to flow through our attic. It also insures compliance to codes and meets shingle warranty requirements.

**Install Hip and Ridge Caps:** This step provides additional strength to protect your investment and adds the attractive finishing touches to your home.

### **STEP 4: JOB SITE CLEAN UP**

Last but not least is the job site clean up. Our teams perform daily clean-up to insure a safe work environment and also to maintain a clean appearance during the entire process. The team will run nail magnet on site. Any nails or debris should fall into the magnet. However, please **BE CAREFUL!** The average home has approximately 30,000 roofing nails on it and there is always a possibility that some roofing nails or material could have been missed. Although every step has been taken, if you see many nails missed or debris left on site and you feel the clean-up has not done this to your standards, please give us a call prior to taking further action. We like to hold all the crews accountable! We will gladly send them back out to your home to run the magnet and address any debris left behind.

Please allow **at minimum 3-5 days** to complete a residential roof replacement. Please allow additional time during rainy season.

### **IN CASE OF AN EMERGENCY**

(WHILE THE ROOFING PROCESS IN PROGRESS)

**PLEASE CALL OUR OFFICE:**

**727-771-8747 PRESS # 2**

Thank you so much for choosing Done Rite Roofing! We hope you will be so satisfied with your experience and that you will want to refer your friends, family and colleagues to us for their roofing needs.



Henry 727-638-4419

# DONE RITE ROOFING, INC.

Established 1998

405 N. Orange Street  
Palm Harbor, FL 34683

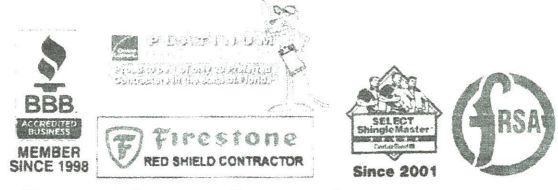
DON'T JUST HAVE IT  
DONE. HAVE IT

**Done Rite!**

Phone: (727) 771-8747  
Fax: (727) 771-8276  
www.doneriteroofinginc.com  
doneriteroofing@msn.com

1story

Licensed • Insured • Bonded • CCC 1330640



Proposal/Contract Submitted to:  
Name: Countryside Imperial Ridge  
Address: 3660 Imperial Ridge Parkway  
Palm Harbor, FL  
Phone: 727-331-9974 Fax: \_\_\_\_\_  
Email: \_\_\_\_\_  
Date: 1/27/2022

## SHINGLE INSTALLATION

- Remove existing Shingles down to wood deck
- Note: It is up to the homeowner to remove or cover items stored in attic area and to clean the attic area of debris that may filter through the cracks of the old roof sheathing.
- Clean wood deck of Nails, Simplexes & Debris
- Renaill decking to Florida Building Code - 2 1/2" 8d ring shank nails with 6" spacing
- Install 15-30 lb. Roofing felt fasten with simplexes
- Single/Double
- Option: Install Peel & Stick secondary water barrier membrane over entire roof \$ Includes extra Manufacturer OC Weatherlock G
- Install 6 inch 26 gauge G-90 galvanized drip edge on all eaves and rakes
- (Brown/White/Mill/Beige/Grey/Black) **15 Buildings & Pool House**
- Install 1 1/2" All 2" Lead boot flashings over existing plumbing pipes
- 3" existing plumbing pipes
- 4"
- Install All 4" G-90 Galvanized roof vents at all 10" mechanical exhaust areas on roof
- Install 16", 26 gauge G-90 galvanized flashing in all valleys 2290 feet.
- Install new flashing and counter flashing at chimney yes no
- Install cricket behind chimney yes no
- Install 2380 feet of  Aluminum ridge vent.
- White/Brown/Black/Grey/Bronze
- Shingle over ridge vent. Manufacturer:

### OC Venture

- |   |                                    |
|---|------------------------------------|
| Year  | Shingle                            |
| Good <input type="checkbox"/> 25                | Manufacturer: <u>Owens Corning</u> |
| Better <input type="checkbox"/> 30              | Style: 3-tab <u>Dimensional</u>    |
| Best <input checked="" type="radio"/> Lifetime  | Other: <u>Duration Series</u>      |
| <input type="checkbox"/> Lifetime Premium/Ultra | Color: _____                       |
- 130mph
- Clean and dispose of all roofing debris from rooftop and ground premises, preserving the original condition of the yard, landscaping, etc.
- Price: \$477.995

NOTE: Gutters may need to be removed and re-installed for this system. (Although every measure will be taken to salvage any existing gutter system that may not be replaced at this time we cannot guarantee against incidental damage that may occur. We recommend that all gutters be replaced at this time due to the possibilities of incidental damage).

WOOD REPLACEMENT: If any decking is found to be rotted replace with 1/2 CDX APA plywood at \$ 85 per sheet. (Includes: Labor, delivery of plywood, removal of old sheathing and hauling of debris).

NOTE: All wood replacement will be an additional charge unless stated in proposal.  
NOTE: Homeowner is responsible for any stucco work that is to arise when switching from Tile to Shingle roof.

## FLAT ROOF INSTALLATION

- Remove existing \_\_\_\_\_ down to wood deck
  - Note: It is up to the homeowner to remove or cover items stored in attic area and to clean the attic area of debris that may filter through the cracks of the old roof sheathing.
  - Clean wood deck of Nails, Simplexes & Debris
  - Clean and reuse existing angle flashing or install new
  - Renaill decking to Florida Building Code - 2 1/2" 8d ring shank nails with 6" spacing
  - Option: Install Peel & Stick secondary water barrier membrane over entire roof \$ \_\_\_\_\_ extra
  - Install \_\_\_\_\_ inch 26 gauge G-90 galvanized drip edge on all eaves and rakes (Brown/White/Mill/Beige/Grey/Black)
  - Install \_\_\_\_\_ 1 1/2" \_\_\_\_\_ 2" Lead boot flashings over \_\_\_\_\_ 3" existing plumbing pipes \_\_\_\_\_ 4"
  - Install \_\_\_\_\_ 4" G-90 Galvanized roof vents at all \_\_\_\_\_ 10" mechanical exhaust areas on roof
  - Install modified bitumen - 15 year limited warranty \_\_\_\_\_ manufacturer \_\_\_\_\_ color
  - Clean and dispose of all roofing debris from rooftop and ground premises, preserving the original condition of the yard, landscaping, etc.
- Price: \_\_\_\_\_

## ADDITIONAL WORK • REPAIR WORK

- Includes- secondary water barrier Weatherlock G
- new flashing at all chimneys
  - renaill decking to current Florida Building code and provide in-progress photos
  - all roof components to be Owens Corning (starters, ridge caps, ridge vent)
  - permits and inspections per building
  - wind mitigation report

### Owens Corning Platinum Protection Plan

20 years warranty (material & workmanship)

### Includes all permits and inspections.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to building codes. All labor guaranteed for 10 years from date on contract.

WE HEREBY PROPOSE to furnish material and labor - complete in accordance with the above specification, for the sum of:

Amount \$477.995 Deposit 25%

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be as outlined above.

Signature \_\_\_\_\_ Date \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_ Job Date \_\_\_\_\_

*[Handwritten signatures and dates]*  
Imperial Ridge HOA President