



January 4, 2023

USD 434 Carbondale Attendance Center
315 N 4th ST
Carbondale, KS

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Proposal Prepared by: Ryan Holm

OUR INTENTION

Meridian Roofing Solutions is pleased to submit this proposal for installing approximately 5,140 square feet of roofing at the USD 434 Carbondale Attendance Center located at 315 N 4th St. We are excited to provide you with a roofing solution that will fit your budget and that will last for years to come.

Meridian Roofing Solutions will be your partner throughout the roofing process; that is our commitment to you! Please review the following pages of the document for a complete description of your new roofing system.

THE PROCESS

Meridian Roofing Solutions (MRS) will conduct the following steps through the roofing process:

- Schedule a preliminary job conference. This meeting will be scheduled within a week of the anticipated start of the roofing project. A project manager from MRS will meet with a representative from your organization to discuss all necessary aspects of the project.
- MRS will have a full-time company foreman continuously monitor all the roofing work and report daily to company ownership.
- MRS will provide a safe working environment in accordance with all applicable requirements and recommendations of the Occupational Safety and Health Act (OSHA).
- Upon completion of the project, a manufacturer representative from the appropriate supplier will conduct a thorough inspection of the roof and issue a warranty in accordance to the specifications listed in the "Scope of Work" section of this document.
- MRS will schedule a "walk through" with the customer at their convenience to inspect the new roof. At this time MRS will deliver the warranty for the roof and expect payment in full for the project.

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THE SCOPE OF WORK TO BE COMPLETED

- Prep job site and surrounding area for installation of new Roofing System.
- Remove and dispose of all loose gravel on roof.
- Remove and dispose of existing EPDM membrane.
- Install new ½" EPS fanfold coverboard over existing tapered EPS insulation.
- Install new 60 mil mechanically fastened TPO Roofing System per Manufacturer's Specifications over the entire roofing area including parapet walls (parapet walls over 18" in height will be adhered to the structure using solvent-based adhesive).
- Install new two piece counter flashing on brick wall transition.
- 20 Year Manufacturer Material and Labor Warranty with No Dollar Limit.

PRICING AND PAYMENT TERMS

Price **\$35,271.00 (no sales tax included)**

Options:

Install new 24-gauge coping metal, scuppers, and downspouts. Add \$7,688.00 Initial for Acceptance: _____

Terms:

- 50% - Deposit Due Prior to Project Commencement
- 50% - Due upon Completion of Work.

Notes:

- ALL PRICING VALID FOR 15 DAYS FROM THE DATE OF THIS PROPOSAL.
- Customer warrants he/she has personally read and understands the terms and conditions on the following page of the proposal and that any contract between the parties is subject to these terms and conditions.
- Terms: As stated above. There will be a 1.5% per month (18% per year) finance charge on accounts over 10 days past due. Unpaid balances will result in the filing of a Mechanics Lien against the property on which the repairs were completed. All accounts turned over for collection will incur reasonable attorney fees and court costs to be paid by the purchaser with proper venue as Shawnee County, Kansas.

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EXCLUSIONS/NOTES

- Roof drains and their installation beyond the point of roof termination are “by a party other than MRS”.
- Disconnection and relocation of all existing heating, air conditioning, refrigeration units/piping, and gas piping are “by a part other than MRS” prior to our mobilization on site. Reinstallation and reconnection of all existing heating, air conditioning and/or refrigeration units are “by a party other than MRS” after our demobilization from the site.
- No interior protection or clean-up is included. MRS shall not be responsible for any damage incurred (a) due to nails or screws penetrating the roof deck, (b) anything secured or attached to the roof deck, joists, or (c) any other roofing structure member, which becomes loose, unsecured, or falls as a result of the roofing operations of MRS.
- This proposal does not include identification, abatement and/or removal of asbestos containing or any other toxic material or work preparatory or incidental to these items.
- Unless specifically stated, this proposal does not include any materials or labor for Carpentry related work, including but not limited to fascia, coping, wall sheathing or blocking, etc.
- Unless specifically stated, this proposal does not include any sheet metal materials or labor for other trades. This includes, but not limited to, masonry, siding, EFIS, windows, etc.
- Unless specifically stated, this proposal does not include any materials or labor for any Roof Access Points such as roof hatches or ladders.
- Unless specifically stated, this proposal does not include any labor or material for any new Roof Fall Protection Systems.
- Unless specifically stated, this proposal does not include any waterproofing, insulation, hat channel, zee furring, or framing for walls or soffits panels.
- Unless specifically stated, this proposal does not include any materials or labor related to the equipment screen.
- Unless specifically stated, this proposal does not include any materials or labor related to any interior metal work.
- The term “Mechanically Fastened” refers to the use of screws or nails to fasten roofing materials to the structure. In this type of securement, it is expected that fasteners will be penetrating the roof deck for securement. If this is going to create a problem, please let us know so this proposal can be adjusted.
- Unless specifically stated, this proposal does not include any bonding fees or prevailing wages.

LEGAL

1. **Price Acceleration Provision:** If there is an increase in the actual cost of the labor or materials charged to Meridian in excess of 5% subsequent to making this Agreement, the price set forth in this Agreement shall be increased without the need for a written change order or amendment to the contract to reflect the price increase and additional direct cost to Meridian. If a price increase is required Meridian will notify the customer prior to delivery of materials. As an additional remedy, if this actual cost of the any line-item increases more than 10% subsequent to the making of this Agreement, Meridian or Customer, at its sole discretion, may terminate to the contract for convenience.
2. **Material Availability Provision:** Due to material shortages, Prime Contractor/Customer may experience delays related to the inability to timely obtain materials for this project. In the event of such a delay, Meridian shall notify Prime Contractor/Customer, and Prime Contractor/Customer agrees to provide Meridian with an extension of time for any delay attributable to the temporary inability to obtain materials.
3. **Substitution of Materials Provision:** In the event that any specified material or equipment becomes unavailable either temporarily or permanently after the contract is executed, provided that such availability is a result of factors beyond Meridian's control, then in the event of temporary unavailability, the contract time shall be extended to reflect the duration of time that Meridian is delayed by the unavailability, and in the case of permanent unavailability, Meridian shall be excused from providing said material or equipment and allowed to provide an available substitute. To the extent an available substitute is provided by Meridian under this provision, any increase in the cost between the originally specified material or equipment and its substitute shall be paid by the Owner to Meridian.
4. **Nature of Work.** Meridian Roofing Solutions shall furnish the labor and material to perform the work described herein or in the referenced contract documents. MRS 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. MRS is not responsible for structural integrity and design, including compliance with codes. If plans, specifications or other design documents have been furnished to MRS, MRS warrants that they are sufficient and conform to all applicable laws and building codes. MRS 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 MRS from the contract documents. Customer warrants all structures to be in sound condition capable of withstanding normal roofing construction equipment and operations. MRS is not responsible for location of roof drains, adequacy of drainage or ponding water on the roof.

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5. **Work Not Included.** Unless specifically stated on the face of this proposal, no repairs to roof deck, installation of wood strips or cant strips, furnishing and application of sheet metal work or roof drains, repairs or alterations to the building, or other items not stated on the face of this proposal are included in this contract.
6. **Asbestos and Toxic Materials.** This proposal and contract is based upon the work to be performed by MRS 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. MRS 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, MRS 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.
7. **Insurance.** MRS shall carry worker's compensation, automobile liability, commercial general liability and such other insurance as required by law. MRS will furnish a Certificate of Insurance, evidencing the types and amounts of its coverage's, upon request. MRS shall purchase and maintain builder's risk and property insurance, upon the full value of the entire Project, including the labor, material and equipment furnished by MRS, covering fire, extended coverage, windstorm, vandalism and theft on the premises to protect against loss or damage to material and equipment and partially completed work until the job is completed and accepted and MRS's equipment is removed from the premises.
8. **Additional Insured.** If Customer requires and MRS agrees to name Customer or others as an additional insured on MRS's liability insurance policy, Customer and MRS 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 claims are due to the negligence of MRS and is not intended to make MRS's insurer liable for claims that are due to the fault of the additional insured.
9. **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 MRS not shown on the plans provided to MRS prior to submittal of this proposal shall be considered an order for extra work. Any carpentry work required to replace rotten or missing wood or deteriorated decking shall be done on a labor and material basis as an extra unless specifically included in the Scope of Work section.
10. **Availability of Site.** MRS shall be provided with direct access to the work site for the passage of trucks and materials and direct access to the roof. MRS shall not be required to begin work until underlying areas are ready and acceptable to receive MRS's work and sufficient areas of roof deck are available and free from dirt, snow, ice, water or debris to allow continuous full operation until job completion. The expense of snow, ice, water or debris removal and any extra trips by MRS to the job as a result of the job not being ready for roof application after MRS has been notified to proceed will be charged as an extra.
11. **Site Conditions.** MRS 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 MRS. The raising, disconnection or re-connection of any mechanical equipment on the roof that may be necessary for MRS to perform the roofing work shall be performed by others or treated as an extra.
12. **Fumes and Emissions.** Owner and MRS acknowledge that asphalt may be heated by MRS, odors and emissions from roofing products will be released and noise will be generated as part of the roofing operations to be performed by MRS. 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 MRS harmless from claims from third parties relating to fumes and odors that are emitted during the normal roofing process.
13. **Back Charges.** No back charges or claims for payment of services rendered or materials and equipment furnished by Customer to MRS shall be valid unless previously authorized in writing by MRS and unless written notice is given to MRS within ten (10) days of the event, act or omission which is the basis of the back charge.
14. **Damages and Delays.** MRS will not be responsible for damage done to MRS's work by others. Any repairing of the same by MRS will be charged at regular scheduled rates over and above the amount of this proposal. MRS 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, MRS's time for performance under this proposal shall be extended for a time sufficient to permit completion of the Work.
15. **Electrical Conduit.** MRS'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 MRS 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 MRS's personnel, and shall compensate MRS for additional time, labor and expense resulting from the presence of such materials.
16. **Right to Stop Work.** The failure of Customer to make proper payment to MRS when due shall entitle MRS, 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 MRS shall be increased by the amount of MRS's reasonable costs of shut down, delay and start-up.
17. **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. MRS 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.

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operations. Customer shall notify tenants of re-roofing and the need to provide protection underneath areas being re-roofed. Customer agrees to hold MRS harmless from claims of tenants who were not so notified and did not provide protection.

- 18. **Working Hours.** This proposal is based upon the performance of all work during MRS's regular working hours. Extra charges will be made for overtime and all work performed other than during MRS's regular working hours, if required by Customer.
- 19. **Warranty.** MRS's work will be warranted by MRS in accordance with its standard warranty, which is made a part of this proposal and contract and incorporated by reference. A copy of MRS's standard warranty is attached or, if not, will be furnished upon request. Contractor **SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.** The acceptance of this proposal by the Customer signifies his agreement that this warranty shall be and is the exclusive remedy against MRS for all defects in workmanship furnished by MRS. A manufacturer's warranty shall be furnished to Customer if a manufacturer's warranty is called for on the face of this proposal. 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.
- 20. **Tolerances.** All materials and work shall be furnished in accordance with normal industry tolerances for color, variation, thickness, size, weight, amount, finish, texture and performance standards. Specified quantities are intended to represent an average over the entire roof area.
- 21. **Mold.** MRS 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 MRS if Customer believes there are roof leaks, to correct the condition. Upon receiving notice, MRS will make repairs promptly so that water entry through the roofing installed by MRS is not a source of moisture. MRS is not responsible for indoor air quality, mold, mildew or any alleged injury resulting therefrom. Owner shall hold harmless and indemnify MRS 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.
- 22. **Material References.** MRS 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.
- 23. **Arbitration.** If a dispute shall arise between MRS and Customer with respect to any matters or questions arising out of or relating to this Agreement or the breach thereof, such dispute shall be decided by arbitration administered by and in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. This Agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any Court having jurisdiction thereof. Any legal claim against MRS, including a claim alleging any breach of this contract or negligence by MRS must be initiated no later than two (2) years after MRS completed roof installation. Collection matters may be processed through litigation or arbitration at the discretion of MRS.

MERIDIAN ROOFING SOLUTIONS, LLC.

Proposal Submitted by:

Keith Richards, Co-Manager

Acceptance:

The Pricing, Scope of Work, Specification, Terms and Conditions and Legal Conditions on pages 4-6 included in this proposal are satisfactory and the Base Bid or Alternate Bid is hereby accepted. Customer authorizes Meridian Roofing Solutions to perform the work as specified. Payment will be made as outlined above. Customer here by confirms that they are the rightful owner of the property noted on this proposal and have the authority to sign documents related to work to be completed on this property.

By: _____
Authorized Signature

Date: _____