



BEL-MAC ROOFING INC

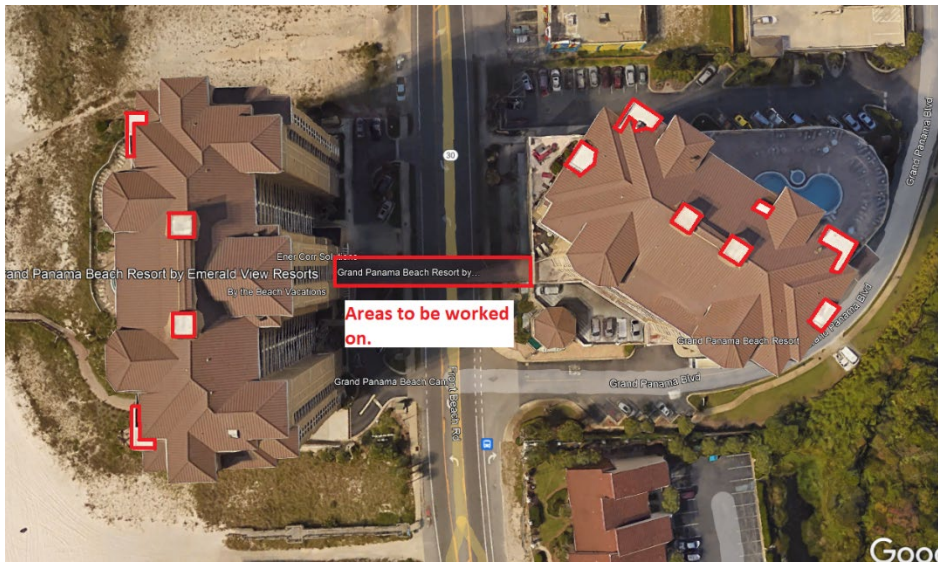
Santa Rosa Beach
850-267-0900 Fax 850-267-0903
www.Bel-MacRoofing.com FL State Cert: CC C057617

PROPOSAL

Proposal Submitted To: Jason Bennett
Date: 4/11/22

E-Mail: jbennett@rchospitalityolutions.com
Project Name: Grand Panama

Project Address: 11807 & 11800 Front Beach Road
Panama City Beach, FL 32408



Bel-Mac Roofing, Inc
122-3 Bishop Tolbert Rd.
Santa Rosa Beach, FL, 32459
Point of Contact: Richard Miller
Email: rmiller@bel-macroofing.com

This is proposal by Bel-mac Roofing, Inc. to perform the Scope of Work stated herein. It is not an offer. This Proposal will not become a contract unless and until it is signed by an authorized representative of the owner of the Project premises and thereafter signed by a representative of Bel-Mac Roofing, Inc. This proposal is confidential and may not be shown to or shared with any person other than representatives of the Project Owner without Bel-Mac's written consent. Other terms and conditions of this Proposal are as stated in Bel-Mac's Proposal Terms and Conditions attached as Exhibit C.

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OWNER INITIALS _____

Bel - Mac Roofing, Inc.

EXHIBIT A – SCOPE OF WORK

We hereby propose to perform the following scope of work under the terms and conditions stated herein and attached: A general description of the scope of the work for ease of reference is: Single ply Re-Roof Proposal

1. Cut in new Roof hatches at high roofs from inside attic space. A whole will need to be cut in wall framing as well to provide access. The whole will be framed out like a door with framing similar to existing. New roof hatches to be framed out as well.
2. Furnish and install new 30"x36" Bilco Aluminum roof hatches at each tower roof and one side roof through existing decking and metal roofing.
3. Remove existing roof system down deck. Debris to be safely removed from site.
4. Furnish and install tapered insulation to match existing.
5. Furnish and install a ½ inch cover board over the polyisocyanurate insulation fully adhered per manufacturers specifications.
6. Furnish and install a 80 mil PVC membrane fully adhered with solvent based bonding adhesive per manufactures criteria. This includes necessary flashings to provide a watertight roof system.
7. Furnish and install stainless steel clad metal drip-edge with cleat at outside edges with out railings in place. Where railings are in place membrane to be terminated and stainless steel slip flashing to be installed under existing coping cap.
8. Cut back roof panels at metal roof to flat roof transition membrane to be terminated and counter flashed with metal flashing. Panel ends to be secured with stainless steel screws with EPDM gaskets.
9. Furnish and install Stainless Steel PVC coated scuppers at the roof edge and flash into roof surface.
10. Furnish and install pre-manufactured pipe boots per manufacturers specifications and additional flashings as needed for roof penetrations.
11. Provide owner with 2-year contractors workmanship warranty and a 20-year NDL manufacturer's warranty.

Sky Bridge Metal Roof System

1. Provide owner with a building permit, insurance certificates, project schedule, project submittals, and conduct a preconstruction meeting before work commences.
2. Provide necessary sanitation, waste removal, lift equipment and building protection to complete roof operations.
3. Provide safety netting to protect road and traffic from any reroof related debris.

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4. Inspect metal decking before roof installation begins.
5. Mechanically fasten 1/4" coverboard board directly to the radius metal decks. Fastening pattern will meet all wind uplift requirements for the area.
6. Furnish and install peel-N-stick membrane directly over the coverboard.
7. Furnish and install curved .032 Aluminum standing seam metal roof panels over the peel- N-stick. UL 90 clips will be installed on the coverboard/PNS using fasteners long enough to penetrate to the corrugated metal deck beneath the coverboard. All panels will be mechanically seamed. Color to be selected by Owner from a list of standard colors provide by the manufacturer.
8. All associated trim needed to complete the ROOF system will be furnished and installed. Including removal and reinstallation of stucco needed to perform trim replacement.
9. Provide owner with a 2-year contractors warranty and 20-year manufacturers finish warranty.

Conditions and Exclusions

- **All roofing, framing, and scaffolding materials need to be brought through the building by elevator. Two flat roofs on building one need to be accessed through units. Floor protection will be provided by contractor.**
- **Owner to furnish new decking in order to complete the skybridge reroof.**
- Ground storage space will be required for dumpster, portable toilet, and material storage.
- Exclude all mechanical, electrical, plumbing and lighting protection.
- The Warranty attached as **Exhibit B** and the Terms and Conditions attached as **Exhibit C** are incorporated and part of this Proposal

Single Ply Reroof Contract Price: \$ 242,710.00

Initial:

SkyBridge Reroof Contract Price: \$ 264,530.00

Initial:

Payment to be made as follows: Due Upon Receipt of Invoice(s).

Please note that we do not accept credit cards at this time.

This proposal is void after 30 days and Bel-mac may withdraw it at any time.

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Owner or Authorized Agent

BMRI

(Print Name): _____

(Print Name): _____

Signature: _____

Signature: _____

Date: _____ Title: _____

Date: _____ Title: _____

ACCORDING TO FLORIDA’S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), 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. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREDY 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 A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU 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 THE OWNDER.” FLORIDA’S CONSTRUCTION LIEN LAW IS COMPLEX AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

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 OWNER INITIALS _____

Bel – Mac Roofing, INC.
EXHIBIT B – LIMITED WARRANTY

Project: Click here to enter text.

Warranty Commencement Date: Click here to enter text.

Warranty Owner: Click here to enter text.

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Bel-Mac Roofing, Inc. (“Bel-Mac”) warrants that for two years from the Warranty Commencement Date, it will repair that portion of its work that allowed bulk water intrusion into the Project.

Warranty Conditions:

- This Warranty does not become effective unless Bel-mac is paid in full for its Work.
- The warranty only applies to work identified in the Scope of Work performed by Bel-Mac.
- To the maximum extent provided by law, this warranty does not extend to any person except the Warranty Owner and is not transferable unless expressly agreed to in writing by Bel-Mac.
- The warranty does not apply to the following:
 - Consumable items.
 - Items that are subject to normal wear and tear.
 - Items that require periodic assessment, maintenance or replacement, including but not limited to paint, caulking, weather seals, *etc.*;
 - Water intrusion that occurs because of accident, intention to damage, misuse, abuse, vandalism, improper or omitted maintenance, neglect, improper adjustment, modifications, alterations, building settling, failure of other building components or systems, overloading, failure to follow operating instructions, acts of God, or because of a failure in a manufacturer’s materials.
- Bel-Mac disclaims liability for any personal injury, property damage and all consequential damages that may result from any alleged failure or operation of Bel-Mac’s work or materials.
- This Warranty does not apply to any economic damages or expenses, including those that are incidental or consequential, which may include, but are not limited to, lost profits or lost rent. Bel-Mac’s liability in all circumstances is limited to its obligations as stated in this warranty.
- This Warranty is Void if anyone other than Bel-Mac makes any repairs, modifications, changes, or adjustments to Bel-Mac’s Work other than as necessary because of emergency conditions that threaten real and immediate substantial damage to property or persons.

Warranty Disclaimer: *There are no warranties other than as stated in this document and there are no warranties of merchantability or fitness or implied warranties.*

As a condition precedent to maintaining any warranty claim, the Warranty Owner must provide written notice of any requests for Bel-mac to respond under this warranty no later than seven (7) days after any occurrence that may be covered by this warranty. Bel-Mac shall have 30 days from its receipt of any such notice to respond to the request. At its sole option, Bel-Mac may repair or replace any Work as part of this Warranty. Further, as a prerequisite of any claim against Bel-Mac, the Warranty Owner must, as a term of this warranty and an element of any claim against Bel-Mac, show that any alleged breach of warranty occurred during the warranty period and that written notice of such breach was provided to Bel-Mac within (7) days of each such alleged breach.

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Bel – Mac Roofing, INC.

EXHIBIT C – PROPOSAL TERMS AND CONDITIONS

The following terms and conditions apply to Bel-mac's Roofing Inc.'s Proposal:

1. Bel-Mac reserves the right to withdraw this Proposal at any time for any reason prior to Bel-Mac's execution of the proposal. The proposal shall not become a contract until the proposal is signed by Bel-Mac. The proposal shall expire 30 days after it is issued.
2. The Scope of the Work ("Work") for the Project is as stated in **Exhibit A** and Owner agrees to pay Bel-Mac the Price for the Work that is stated in the Proposal. No other aspect of work or services is included in the Work except as specifically set forth in Exhibit A. Excluded items from the Work include, but are not limited to the following: measures to protect the Work from severe weather such as tropical storms, hurricanes, or tornados, design professional services (such as engineering, architectural) weather proofing recommendations, services, advice or consulting, surveys, correction, modification, repair or removal of other work or areas of the project premises that must be corrected in order for Bel-Mac to properly perform its Work, any additions or changes to Work that maybe required by a governmental authority.
3. Bel-Mac will only be obligated to perform additional work if Bel-Mac agrees to perform that work in a Change Order that is signed by Bel-mac. Any change, modification, alteration or deviation from the Work may result in increases to the Price. If the additional amounts are expected to exceed 5% of the Price or \$1000 (whichever is higher), then Bel-Mac may require a deposit of money up to 50% of the anticipated costs of the change. If Bel-Mac is, for any reason, unable to obtain all necessary permits, then this Proposal is void without liability to either party.
4. Payment is due within 5 days after the transmission of the invoice which may be via email. Payment shall not be contingent upon the Owner's receipt of funds from another person such as a lender or insurance company unless stated in writing in the Proposal. Bel-Mac shall be entitled to the maximum amount of interest allowed under Florida law on any balance which is overdue. Bel-mac may terminate or suspend its Work for any breach by Owner of any term herein which Owner does not cure within 5 days of notice of the breach. Owner shall pay to Bel-Mac the damages incurred because of such breach including, but not limited to, costs of termination/suspension and/or re-mobilization plus 20% for overhead and profit. Owner acknowledges that the availability of materials and labor to perform the Scope of the Work, may suddenly increase due to market conditions beyond the control of Bel-mac and that if such increase occurs, the Price will be equitably adjusted.
5. The Limited Warranty attached as **Exhibit B** is incorporated and part of this Proposal. Bel-Mac's liability is limited as stated in the Limited Warranty. Bel-Mac's owners, officers, directors, agents or employees shall not have any personal liability to Owner for any claim relating to or arising from this Proposal, Work or Project.

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6. Bel-Mac is not a design professional firm and is not providing any design professional services including, but not limited to engineering or architectural services.
7. Owner agrees to allow Bel-Mac and/or its subcontractors and suppliers access to the work area in the manner and by means most efficient to Bel-Mac's performance of the Work.
8. If before Bel-Mac completes its work the Owner experiences any leaks, damage or any condition or circumstance that Owner believes may be the responsibility Bel-Mac, the Owner must and shall, before undertaking any corrective or repair measures (other than repairs necessary to avert an emergency of imminent substantial and material harm to persons or significant property) provide notice via email to Alex Kish, Vice President of Bel-mac at akish@bel-macroofing.com of the condition and provide Bel-Mac not less than 5 business days to assess and respond regarding the condition. If the Owner fails to provide such notice, then the Owner shall have no right to reduce or to not pay the full Price.
9. Unless otherwise specifically and explicitly set forth in this Proposal and signed by Bel-mac, Bel-Mac does not represent, promise, agree or guarantee that the Work will be completed in any duration of time or by any particular date. Bel-Mac shall have no liability for any damages related to or arising from any alleged delays in the completion of the work or for any disruptions or interference or economic losses caused by the Scope of the Work including, but not limited to, all consequential damages such as lost income, profits or rentals.
10. Bel-Mac provides Workers Compensation Insurance as required by Florida law. The Owner represents and warrants that it has insurance that covers all real and personal property from physical damage, that such insurance is primary to Bel-Mac's and Bel-Mac's is non-contributory. Owner will seek coverage for any real or personal property claims arising from or related to the Work to its insurer and Owner waives all rights of subrogation and will indemnify and defend Bel-Mac from any claims asserted against it for any act or omission of the Owner or its agents. If Owner does not maintain such insurance, Bel-Mac at its sole option, may (but is not obligated to) obtain Builder's Risk insurance policy for the Work and the Price shall be increased by the cost plus 5% of such insurance.
11. If the Owner cancels this contract, Owner shall pay Bel-Mac the percentage of the Price incurred through the date of cancellation, all costs incurred by Bel-mac that are related to or arise from that cancellation including, but not limited to, demobilization, shipping and handling, plus 20% for overhead and profit.
12. The Owner shall furnish when necessary the services of appropriate professionals or consultants to assess potentially hazardous substances such as asbestos or conditions that materially impact Bel-Mac's ability to efficiently and safely perform its Work. Owner shall provide sufficient detail of any equipment and materials that will be installed or supplied by Owner so that Bel-Mac can coordinate its Work regarding such. Owner will

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- promptly respond to Change Order and information requests from Bel-Mac so as not to impede or disrupt Contractor's work.
13. All matters relating to the existence, terms and negotiations of this Proposal shall remain confidential between the Parties and shall be disclosed only as necessary to party representatives and professionals assisting the parties or as required by law or court order.
 14. Each Party agrees that it has read this Proposal in its entirety, and has had the opportunity to receive advice of its counsel with respect to it, and fully understands and accepts all of its terms; that each and every term of this Agreement was fully negotiated and agreed to and consequently neither this Agreement nor any provision hereof shall be construed in favor of or against any of the Parties; that the persons signing this Proposal on behalf of each Party are fully vested with all required authority to execute this Proposal and make it fully binding on the Party on whose behalf they are executing this Proposal, and that all requisite actions have been duly taken to bestow such authority. No Party is relying on any representations (whether affirmative or negative, actual or implied, or spoken, written, or inferred from silence) made by any other Party or its representatives, agents, employees, or attorneys, except as such representations may be contained in this Proposal and only to the extent that such representations are explicitly and affirmatively stated herein. All prior statements, discussions, negotiations, offers, and counteroffers are merged herein. All Parties acknowledge that all of their agreements, and every part of every agreement reached by them, is set forth and included within this Agreement. This Agreement represents the entire and integrated agreement and supersedes all prior negotiations, representations or agreements, either written or oral. The signatories hereto each warrant and represent that they are over the age of 18 and that they the requisite authority to enter into this Agreement on behalf of the respective party identified below. Each party to this Agreement hereby declares that it has read this Agreement in its entirety and has had the opportunity to receive advice from its counsel with respect thereto, and that such parties fully understand all terms of this Agreement and voluntarily accept such terms. This Proposal may be executed by facsimile, electronic, or PDF signatures, which shall be deemed to be the equivalent of originals for all purposes.
 15. Any dispute arising from or related to this Proposal, the Work or the Project, shall be resolved in private and confidential arbitration conducted pursuant to the terms herein and, to the extent not covered herein, the Florida Arbitration Code. Mediation is a condition precedent to any such Arbitration and mediation shall be pursuant to Florida law. If the dispute arises before the full Price has been paid to Bel-Mac, the Owner shall pay to Bel-Mac all amounts related to all aspects and portions of Bel-Mac's work that are not directly related to any direct costs alleged by Owner to be necessary for costs of correction of the Work and Owner shall have no right to withhold any amount for any alleged indirect or consequential damages. The arbitrator(s) shall have authority to decide all matters regarding the arbitration including but not limited to arbitrability of all claims and attorney's fees and costs. Without limitation to the breadth of the scope of arbitration

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as the method of dispute resolution just stated above, to the extent that resort to any court of law is necessary, the sole and exclusive venue and forum for such court involvement shall be the courts of the State of Florida located in Walton County, Florida only and not the courts of the United States. The parties waive any right to jury trial. The prevailing party in any dispute shall be entitled to recover its attorneys' fees and costs incurred in connection with such proceedings (whether incurred before or during the proceedings or in conjunction with any bankruptcy or appellate proceedings), as damages from the non-prevailing party. The parties waive formal service of process regarding all disputes arising from or related to this Proposal, the Work or this Project. Notice of the invocation of any procedures set forth in this paragraph herein shall be sent via email and United States certified mail or via a private courier such as FedEx or UPS. If Bel-Mac completes its Work, then Bel-Mac shall be entitled to full payment of the Price. If the Owner does not pay the full Price, then such amount shall be awarded to Bel-Mac and shall not be offset against any amounts that the arbitrators determine is due to the Owner from Bel-Mac. In such circumstance, two awards shall be entered and not a net award.

16. Neither party shall make, or cause to be made or encourage others to make, any disparaging, critical, negative, defamatory, slanderous, deprecating remarks, statements, communications, photos, video or any other type of communication disclosure to media outlets, news media, social media or any other media, including online services such as blogs, Facebook, Twitter, Instagram, Pinterest or the like etc. or via flyers, billboard advertisements or announcements, radio, television, or the internet including of the existence of any dispute between the parties or the results of any dispute between the parties. Either party may obtain a permanent or temporary injunction, or other equitable remedies, to enforce the terms of this provision, without any need to show irreparable harm and without the posting of any security or bond. Either party may obtain a temporary injunction or other temporary equitable remedies *ex-parte* and without the need of prior service of process. Mediation is not a condition precedent to seeking such an injunction for such communications and any such injunctions may be obtained from a private arbitrator and may be presented to any court with jurisdiction for entry of orders and/or judgment(s).
17. For any alleged construction defects, the provisions of Section 558.004 shall apply.
18. All aspects including, but not limited to, the technical, pricing, quantities, sizing, application or any and all other aspects of this Proposal and Work are and remain the sole property of Bel-Mac. Upon full and final payment of the Price, the installed materials and all other tangible aspects of the Project installed by Bel-mac become the property of the Owner. However, as Bel-Mac completes portions of its Work, the Owner shall be responsible to protect that portion of the Work.
19. If Contractor's performance is delayed, hindered or prevented by any act of God, natural catastrophe, extreme weather, strike, war, terrorist act, riot, fire, casualty, unusual delay in procurement, transportation or shipment of materials, or any cause beyond Contractor's control, then the Price shall be equitably adjusted.

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20. When requested by Bel-mac, Owner shall furnish in writing at no expense to Bel-Mac a) information that financial arrangements have been made to fulfill the Owner's obligations herein; b) statements of record legal title for the Project property and Owner's interest therein as of this Agreement's date and within 5 days after any change in such information c) all information necessary for Contractor to evaluate and preserve construction lien rights d) surveys for the Project's boundary, as-built conditions, describing physical characteristics, legal limitations and utility locations and legal description e) sufficient copies of all design documents f) property insurance in the amount of the Contract Price (including changes) on a replacement cost basis without voluntary deductibles until final payment is made.
21. As to all acts or omissions of Bel-mac, all applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all circumstances not later than the date of Bel-Mac's final invoice for the Work.
22. The following notice is required to be in some construction contracts in Florida pursuant to Section 489.1425, Florida Statutes:

Florida Homeowner's 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:
Construction Industry Licensing Board, 2601 Blair Stone Road, Tallahassee, FL 32399-0783, Customer Contact Center: 850.487.1395.***

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