



Proposal

439 Dory Street

Jackson MS 39201

Ph. (601) 352-5940

Fax (601) 352-5944

Thursday, February 01, 2024

Proposal No: PR-24-0326-01

To: Paul Bagley
JH&H Architects
pbagley@jhharchitects.com

License No: 19624-MC

Project: Core Cuts
Madison County Circuit Court
128 W North St
Canton MS 39046

SCOPE OF WORK

- Provide labor and materials to provide (2) core cuts on each of the four roof sections, document roof makeup, and provide roof report of findings.

EXCLUSIONS

- Any replacement of damaged or defective roof decking, framing, blocking, sheathing, roof drains.
- Any Mechanical/Electrical/Plumbing work..
- Any work on any roof areas not indicated on the roof layout below.

NOTES

- This proposal **includes** forklifts, dumpsters, and toilets as needed.
- Permits are **included** in this proposal.
- Sales tax **is** included in this proposal.
- Performance and payment bonds are **not** included in this proposal. If needed add, 1.5% or a minimum of \$500.00.
- Malone plans to access these roofs from the exterior of the building.
- Customer to allow access for forklifts and dumpsters and laydown yard of at least 3,000 sf.
- Customer warrants he/she has personally read and understands the terms and conditions on the following page of this proposal and that the contract between the parties is subject to these terms and conditions.
- **Malone will accept this signed proposal, or a Standard AIA Contract. If customer chooses to provide a custom contract, please allow 2-3 weeks for a contract review. If the custom contract is less than \$10,000 please add \$300.**
- Malone reserves the right to withdraw this proposal if not accepted within 15 days.
- **Due to high volatility in material prices and issues with availability of materials, the price(s) provided in this proposal is/are subject to change, and performance of the work may be delayed if materials are unavailable or if delivery is delayed.**

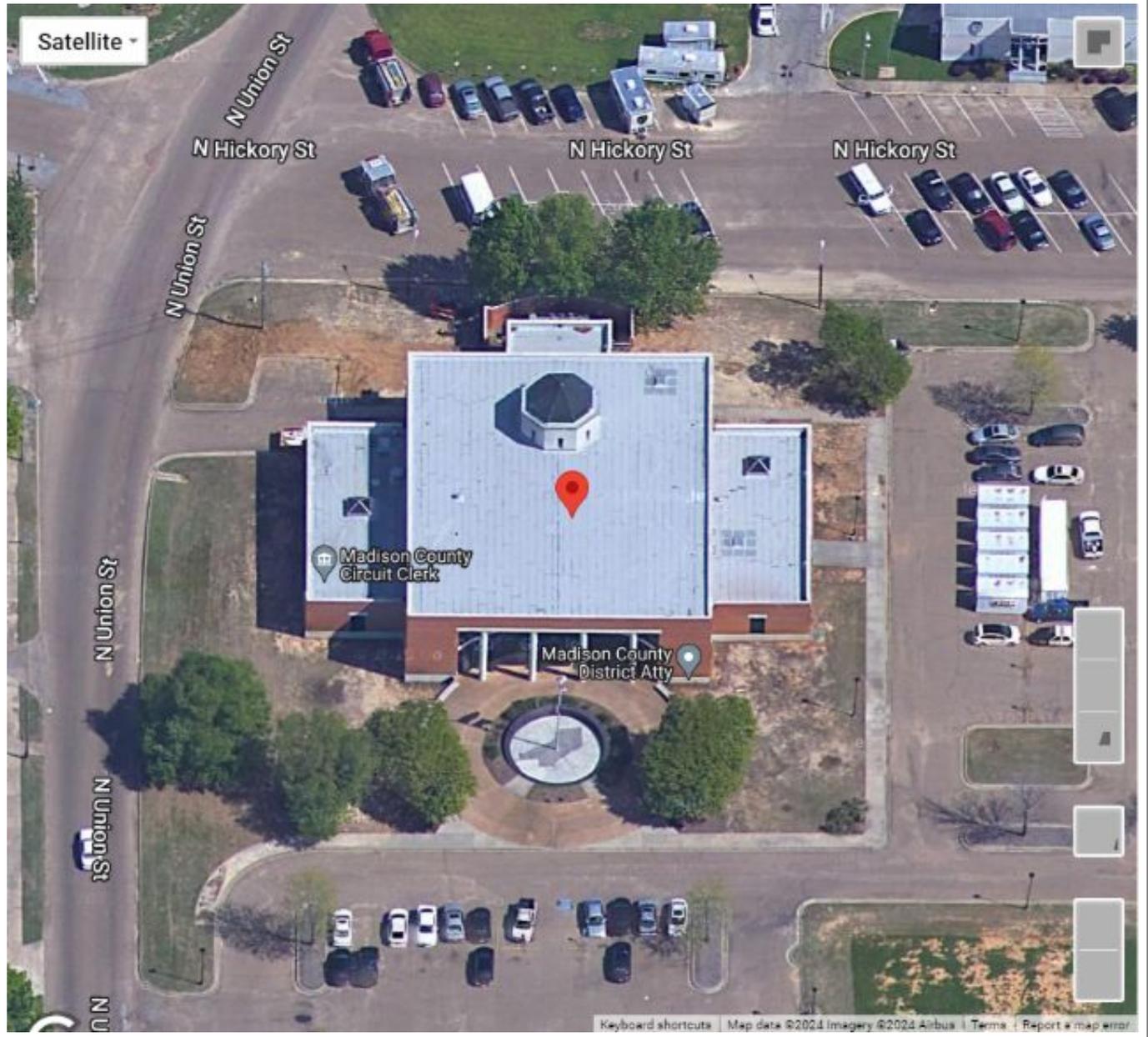
Birmingham, AL
Alexandria, LA
Hattiesburg, MS

Mobile, AL
Baton Rouge, LA
Jackson, MS

Pensacola, FL
New Orleans, LA

ROOF OUTLINE

The Scope of Work is based on the Roof Outline below.



*Birmingham, AL
Alexandria, LA
Hattiesburg, MS*

*Mobile, AL
Baton Rouge, LA
Jackson, MS*

*Pensacola, FL
New Orleans, LA*

PRICING

Bid #1

\$ 1,600.00

Total Price: _____

ACCEPTANCE

Customer Acceptance

Malone Roofing Services, LLC.

Signature: _____

Signature: 

Name: Paul Bagley

Name: Wesley Alexander

Title: _____

Title: Sales Manager

Company: JH&H Architects

Company: Malone Roofing Services, LLC.

Phone: _____

Phone: (601) 622-8410

Email: pbagley@jhharchitects.com

Email: wesley@malonerofingervices.com

Date: _____

Date: Feb 01, 2024

TERMS & CONDITIONS

1. Nature of Work. E. Cornell Malone Corp. and/or Malone Roofing Services, LLC ("Contractor") shall furnish the labor and material to perform the work described herein or in the referenced contract documents. Contractor does not provide engineering, consulting or architectural services. It is the Owner's responsibility to retain a licensed architect or engineer to determine proper design and code compliance. If plans, specifications or other design documents have been furnished to Contractor, Customer warrants that they are sufficient and conform to all applicable laws and building codes. Contractor is not responsible for loss, damage or expense due to defects in plans or specifications or building code violations unless such damage results from a deviation by Contractor from the contract documents. Contractor is not responsible for location of roof drains, adequacy of drainage, ponding on the roof or structural conditions.

2. Commencement of Work. Customer warrants that the structures on which Contractor is to work are in sound condition and capable of withstanding normal activities of roofing construction, equipment and operations. Contractor's prosecution of the roof work indicates only that the surface of the deck appears satisfactory to Contractor to attach roofing materials. Contractor is not responsible for the construction, undulations or structural sufficiency of the roof deck or other trades' work or design.

3. Asbestos and Toxic Materials. This proposal is based on Contractor's not coming into contact with asbestos-containing or toxic materials. Contractor is not responsible for expenses, claims or damages arising out of the presence, disturbance or removal of asbestos-containing or toxic materials. Contractor shall be entitled to reasonable compensation for all additional expenses incurred as a result of the presence of asbestos-containing or toxic materials at the work site. Customer agrees to indemnify Contractor from and against any liability, damages, losses, claims, demands or citations arising out of the presence of asbestos or toxic materials at the work site.

4. Payment. Unless stated otherwise on the face of this proposal, Customer shall pay the contract price plus any additional charges for changed or extra work within ten (10) days of substantial completion of the Work. If completion of the Work extends beyond one month, Customer shall make monthly progress payments to Contractor by or before the fifth (5th) day of each month for the value of Work completed during the preceding month, plus the value of materials suitably stored for the project. All sums not paid when due shall earn interest at the rate of 1-1/2% per month. Contractor shall be entitled to recover from Customer costs of collection, including attorney's fees, resulting from Customer's failure to make proper payment when due. Contractor's entitlement to payment is not dependent upon criteria promulgated by Factory Mutual Global, including wind uplift testing.

5. Right to Stop Work. The failure of Customer to make proper payment to Contractor when due shall, in addition to all other rights, constitute a material breach of contract and shall entitle Contractor, at its discretion, to suspend all work and shipments, including furnishing warranty, until full payment is made. The time period in which Contractor shall perform the work shall be extended for a period equal to the period during which the Work was suspended, and the contract sum to be paid Contractor shall be increased by the amount of Contractor's reasonable costs of shut-down, delay and start-up.

6. Insurance. Contractor shall carry worker's compensation, automobile and commercial general liability insurance. Contractor will furnish a Certificate of Insurance, evidencing the types and amounts of its coverages, upon request. Customer shall purchase and maintain builder's risk and property insurance, including the labor and materials furnished by Contractor, covering fire, extended coverage, malicious mischief, 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. Moneys owed to Contractor shall not be withheld by reason of any damage or claim against Contractor covered by liability or property damage insurance maintained by Contractor or claims covered under builder's risk insurance.

7. Additional Insured. If Customer requires and Contractor agrees to name Customer or others as additional insureds on Contractor's liability insurance policy, Customer and Contractor agree that the naming of Customer or other parties as an additional insured is intended to apply to claims made against the additional insured to the extent the claim is due to the negligence of Contractor and is not intended to make the Contractor's insurer liable for claims that are due to the fault of the additional insured.

8. Interior Protection. Customer acknowledges that re-roofing of an existing building may cause disturbance, dust or debris to fall into the interior. Customer agrees to remove or protect property directly below the roof in order to minimize potential interior damage. Contractor shall not be responsible for disturbance, damage, clean up or loss to interior property that Customer did not remove or protect prior to commencement of roofing operations. Customer shall notify tenants of re-roofing and the need to provide protection underneath areas being re-roofed. Customer agrees to hold Contractor harmless from claims of tenants who were not so notified and did not provide protection.

9. Damages and Delays. Contractor will not be responsible for damage done to Contractor's Work by others. Any repairing of the same by Contractor will be charged as an extra. Contractor shall not be liable for liquidated or delay damages due to a delay in completion of the Project unless the delay was caused by Contractor. Contractor shall not be responsible for loss, damage or delay caused by circumstances beyond its reasonable control, including but not limited to acts of God, accidents, fire, weather, vandalism, strikes, jurisdictional disputes, failure or delay of transportation, delay in delivery of materials, or shortage of or inability to obtain materials, equipment or labor. In the event of these occurrences, Contractor's time for performance under this proposal shall be extended for a time sufficient to permit completion of the Work.

10. Roof Projections. Contractor will flash all projections through roofing that are shown on the architectural plans provided to Contractor and that are in place prior to installation of roofing. Any penetrations through the roofing to be installed by Contractor not shown on the plans provided to Contractor prior to submittal of this proposal or required after installation of roofing shall be considered an order for extra work, and Contractor shall be compensated at its customary time and material rates.

11. Wind Loads or Uplift Pressures. Design Professional is responsible to design the work to be in compliance with applicable codes and regulations and to specify or show the work that is to be performed. Contractor is not responsible for design, including calculation or verification of wind-load design. To the extent minimum wind loads or uplift pressures are required, Contractor's bid is based solely on manufacturer's printed test results. Contractor itself makes no representation regarding wind uplift capacity and assumes no liability for wind uplift.

12. Backcharges. No backcharges or claims for payment of services or materials and equipment furnished by Customer to Contractor shall be valid unless previously authorized in writing by Contractor and unless written notice is given to Contractor within five (5) days of the event, act or omission which is the basis of the backcharge.

13. Electrical Safety. Owner warrants that there will be no live power lines on or near the roof servicing the building where Contractor will be working and that Owner will turn off any such power supplies to avoid an electrocution risk to Contractor's employees. Contractor's price is based upon there not being electrical conduit or other materials embedded within the roof assembly or attached directly to the underside or top side of the roof deck upon which Contractor will be working. Owner will indemnify Contractor from personal injury and other claims and expenses if Owner fails to turn-off power so as to avoid injury to Contractor's personnel or resulting from the presence of concealed electrical conduit and live electrical power. Contractor is not responsible for costs of repair or damages, including disruption of service, resulting from damage to undisclosed or concealed electrical or other utility lines.

14. Availability of Site. Contractor shall be provided with direct access to the work site for the passage of trucks and materials and direct access to the roof. Contractor shall not be required to begin work until underlying areas are ready and acceptable to receive Contractor's work and sufficient areas of roof deck are clear and available and free from snow, water or debris to allow for continuous full operation. The expense of any extra trips by Contractor to and from the job as a result of the job not being ready for the Work after Contractor has been notified to proceed will be charged as an extra.

15. Warranty. Contractor's work will be warranted by Contractor in accordance with its standard warranty, which is made a part of this proposal and contract and incorporated by reference. A facsimile of Contractor'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 Contractor. 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 alleged defects in the materials furnished pursuant to this contract, Customer shall have recourse only against the manufacturer of such material.

16. Existing Conditions. Contractor is not responsible for leakage due to existing conditions through the existing roof or other portions of the building that have not yet been reroofed by Contractor.

17. Mold. Contractor and Owner are committed to acting promptly so that roof leaks are not a source of potential interior mold growth. Owner will make periodic inspections for signs of water intrusion and act promptly including prompt notice to Contractor if Owner believes there are roof leaks, to correct the condition. Upon receiving notice, Contractor will make roof repairs. The Owner is responsible for monitoring any leak areas and for indoor air quality. Contractor is not responsible for indoor air quality. Owner shall hold harmless and indemnify Contractor from claims due to indoor air quality and resulting from a failure by Owner to maintain the building in a manner to avoid growth of mold. Customer agrees to indemnify and hold harmless Contractor from claims brought by tenants and third parties arising from mold growth.

18. Material Cost Escalation. Steel products, asphalt, polyisocyanurate and other roofing products are sometimes subject to unusual price volatility due to conditions that are beyond the control of Contractor. If there is an increase in these or other roofing products to be used in the performance of the work between the date of this proposal and the time when the work is to be performed, the amount of the contract shall be increased to reflect the additional cost to the roofing Contractor, upon submittal of written documentation and advance notice.

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

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

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

22. Oil-canning. Metal roofing and especially lengthy flat-span sheet-metal panels often will exhibit waviness, commonly referred to as "oil-canning." The degree of oil-canning and the appearance of the panels will vary depending on factor such as the length and color of the panels, alloy, gauge, galvanizing process, substrate condition, and exposure to sunlight. Oil-canning pertains to aesthetics and not the performance of the panels and is not controlled by the roofing Contractor. The type of metal roofing panels specified can affect the degree of oil-canning. Contractor is not responsible for oil-canning or aesthetics. Oil-canning shall not be grounds to withhold payment or reject panels of the type specified.

23. Dispute Resolution. Any dispute between the Contractor and Customer arising out of or related to the Work or this Contract (including the interpretation of this Contract) shall be decided by arbitration. Arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association unless the parties mutually agree to otherwise. This arbitration agreement shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrator(s) shall be final and a judgment may be entered upon it in any Court having jurisdiction thereof. However, notwithstanding anything herein to the contrary and as an exception to this arbitration agreement, any claim by Contractor seeking to collect any amounts owed under this Contract may, at Contractor's sole discretion, be adjudicated through either litigation or arbitration; and, in the event that Contractor elects to proceed in litigation: (a) the state and federal courts for Rankin County, Mississippi shall have exclusive jurisdiction over and be the exclusive venue for the adjudication of any such claims, and (b) Contractor and Guarantor and Customer waive any right to a jury trial in connection with any such claims.

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