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PROPOSAL/CONTRACT AGREEMENT

September 2, 2014

City of Dania Beach
Attn: Jose Urtecho
100 West Dania Beach Blvd.
Dania Bch. Fl. 33004

jurtecho@ci.dania-beach.fl

RE- Dania Beach Grill Roof Replacement

SCOPE OF WORK

We propose to furnish all necessary labor, equipment and materials needed to install a new GAF roof system on the above reference facility as follows:

1. Install new GAF white granular roof system on the flat roof area of the building as follows:
 - a. Provide ground protection as needed.
 - b. File necessary permits and file necessary notices.
 - c. Remove and dispose of existing roofing down to the existing concrete deck.
 - d. Install primer to deck to enhance adhesion of the new roofing system.
 - e. Install new 2-1/2" polyisocyanurate roof insulation in foam adhesive.
 - f. Install new 1/4" primed "dens deck" set in foam adhesive.
 - g. Install one ply of GAF SBS HW smooth modified base heat welded as per manufacturer's specifications.
 - h. Install one ply of GAF SBS HW PLUS FR granulated modified a per manufacturer's specifications.
 - i. Install membrane flashing by performing the following:
 - a. Install primer.
 - b. Install cant strip per manufacturer's recommendations.
 - c. Install modified base "backer" felt per manufacturer's recommendations.
 - d. Install granulated reinforced sheet per manufacturer's recommendations.
 - e. Terminate flashing with aluminum compression bar fastened 8" o.c. Waterproof top of flashing with a three course application of cement and fabric.
 - f. Install new .032 aluminum surface mounted counter-flashing.
 - j. Install new lead flashings at all soil stack vents.
 - k. Install new .040 Kynar eave drip with continuous cleat.
 - l. Provide 20 year GAF manufacturer's warranty and 2 year contractors guarantee from date of completion.

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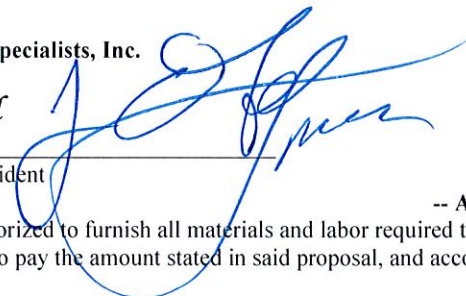
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2. Install new GAF 3 Tab 25 year fiberglass shingles roof on the Shingle roof on the sloped area of the building as follows:
 - a. Remove and dispose of the existing roofing and sheet metal flashings.
 - b. Remove and replace damaged wood sheathing as required. Re-nail existing decking to current code requirements.
 - c. Install one ply of ASTM #30 felt fastened to the wood decking as per "Dade County" protocols.
 - d. Install new Aluminum sheet metal eave drip as required.
 - e. Install new GAF 3 tab – 25 year Fiberglass shingles as per manufacturer’s specifications and Dade county protocols.
 - f. Clean up jobsite of all resultant debris.
 - g. Provide 25 year GAF manufacturer’s warranty and 2 year contractors guarantee from date of completion.

TOTAL CONTRACT AMOUNT\$ 49,765.00

All of the above work shall be completed in a substantial and workmanlike manner for the sum of **(\$49,765.00) Forty Nine Thousand Seven Hundred Sixty Five Dollars**

Certified Roofing Specialists, Inc.
Eugene O. Fall
 Eugene O. Fall, President



-- Acceptance --

You are hereby authorized to furnish all materials and labor required to complete the work specified in the above proposal, for which the undersigned agrees to pay the amount stated in said proposal, and according to the terms thereof.

Printed Name / Signature _____ Date _____

Terms and Conditions: The terms and conditions set forth herein attached are part of this Proposal and Contract. Owner acknowledges receipt thereof.
Contractor’s Right to Rescind: Contractor reserves the right to withdraw or revise this proposal until such time as Owner communicates his acceptance to Contractor. This proposal may be withdrawn after communication of acceptance where an inadvertent error Contractor has occurred. This proposal expires thirty (30) days after the date stated below if not earlier accepted, revised or withdrawn. Notwithstanding the above, Contractor waives its right to withdraw once the work has commenced.
Acceptance: Acceptance of this proposal by Owner shall be acceptance of **all Terms and Conditions recited herein**. Upon acceptance, this proposal shall become a binding contract between Contractor and the Owner. This proposal and the plans, specifications and other documents, if any referenced in this proposal shall constitute the entire agreement between the parties.

Terms of Payment: shall be due upon completion

Conditions of Contract:

1. **Insurance** – Certified Roofing Specialists, Inc. ("Contractor") shall carry worker’s compensation, automobile liability, commercial general liability and such other insurance as required by law. Contractor will furnish a Certificate of Insurance, evidencing the types and amounts of its coverage’s, upon request. Customer shall purchase and maintain builder’s risk and property insurance, covering fire, storm, vandalism, theft and other perils, including the labor, material and equipment furnished by Contractor, until the job is completed and accepted and Contractor’s equipment is removed from the premises. Contractor shall be named as an additional insured on Owner’s Builder’s Risk.
2. **Additional Insured** – If customer requires and Contractor agrees to name customer or others as an additional insured 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.
3. **Asbestos and Toxic Materials** – This proposal and contract is based upon the work to be performed by Contractor 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. Contractor is not responsible for and shall be indemnified by Owner for all 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, 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.
4. **Ponding of Water** – Contractor is not responsible for ponding of water that may occur, adding drains or for correcting existing roof surfaces to eliminate ponding or collection of water unless specifically included in the Specifications section on the face of this Proposal. All roofs shall have positive drainage.
5. **Changes in the Work and Extra Work** – Customer shall be entitled to order changes in the Work and total contract price adjusted accordingly. Any penetrations

Initial _____ Date _____ Initial _____ Date _____

through the roofing to be installed by Contractor not shown on the plans provided to Contractor prior to submittal of this proposal shall be considered an order for extra work.

6. 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 available and free from dirt, water or debris to allow continuous full operation until job completion. The expense of water removal and any extra trips by Contractor to the job as a result of the job not being ready for roof application after Contractor has been notified to proceed will be charged as an extra.

7. Site Conditions – Unless otherwise provided in the body of this contract, Contractor 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 Contractor. The raising, disconnection or re-connection of any mechanical equipment on the roof that may be necessary for Contractor to perform the roofing work shall be performed by others or treated as an extra.

8. 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 at regular scheduled rates over and above the amount of the proposal. 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, 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, Contractor's time for performance under this proposal shall be extended for a time sufficient to permit completion of the work.

9. Electrical Conduit – Contractor's price is based upon there not being electrical conduit or other materials embedded with the roof assembly unless expressly identified on the face of this proposal. Customer will indemnify Contractor 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 Contractor's personnel, and shall compensate Contractor for additional time, labor and expense resulting from the presence of such materials.

10. Breach – In the event Owner terminates or breaches this contract, or if a condition attributable to Owner or Owner's property arises that prevents Contractor from fulfilling the contract, Contractor shall be entitled to be paid that percentage of the contract price as the percentage of work performed; plus for work not performed, all expenses incurred in preparing to perform same, mobilization expenses and profit which would have been realized had the work been completed. If the contract is cancelled as result of strike, labor dispute or conditions not the fault of or attributable to either party hereto, Contractor shall be entitled to recover from the Owner that percentage of the contractor price as the percentage of work performed, plus for work not performed, all expenses incurred in preparing to perform same, mobilization expenses or expenses incurred related to the project but not profit for work not performed. The failure of Customer to make proper payment to Contractor when due shall entitle Contractor, 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 Contractor shall be increased by the amount of Contractor's reasonable costs of shut down, delay and start up.

11. Working Hours – This proposal is based upon the performance of all work during Contractor's regular working hours, excluding weekends and National Holidays. Extra charges will be made for overtime and all work performed other than during Contractor's regular working hours, if required by Customer.

12. Warranty – Unless otherwise provided in the body of this contract, jobs are guaranteed for one year from date of completion. The guarantee does not cover any damage caused by Acts of God, such as hurricane, tornado, lightning, etc., any act beyond our control; and damage or condition caused by plant or animal life, such as termites; or any damage caused by the negligence of the Owner, Owner's agent or third parties. Work done by parties not under the control of Contractor is not guaranteed. Mechanical and electrical modifications are not part of Contractor's responsibility unless included in the scope of work otherwise described herein. 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 for all defects in workmanship furnished by 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 any defects in the materials furnished pursuant to this contract, Customer shall have recourse only against the manufacturer of such material.

13. Back Charges – No back charges or claims for payment of services rendered 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 ten (10) days of the event, act or omission which is the basis of the back charge.

14. Materials – All materials and work shall be furnished in accordance with normal industry tolerances for color, variation, thickness and size, weight, amount, finish and texture and performance standards. Specified quantities are intended to represent an average over the entire roof area. Contractor is not responsible for the actual verification of technical specifications of product manufacturers; i.e., R value or ASTM material manufacturer. Metal roofing and especially lengthy flat span sheet metal panels will often exhibit waviness, commonly referred to as "oil canning". Oil canning pertains to aesthetics and not the performance of the panels and is not controlled by the Contractor. 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.

15. Mold –Pollution Conditions - Notwithstanding anything else contained herein, Contractor shall not be responsible or liable for the detection, removal, disposal or remediation of any mold, algae, fungi, mildew, spores and/or any hazardous chemical or biological agent (collectively "Pollution Condition(s)"). The parties hereto agree that Contractor, as well as Contractor's insurer, if any, shall not be liable for and shall be held harmless from alleged, actual, or consequential damages or claims as a result of, caused by, or arising from Pollution Conditions. The parties further agree that Contractor and Contractor's insurer, if any, will exclude all coverage, including defense, damages related to bodily injury, property damage and clean up expenses caused directly or indirectly, in whole or in part, for any action or claim brought on account of any Pollution Condition regardless of the cause, event, material, product or damage that occurs.

16. Fumes and Emissions – Owner and Contractor acknowledge that asphalt will be heated by Contractor, 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. Customer shall hold Contractor harmless and indemnify Contractor from claims relating to fumes and odors that are emitted during the normal roofing process.

17. Arbitration – If a dispute shall arise between Contractor and Customer with respect to any matters or questions arising out of or related to this Agreement or the breach thereof, such dispute, at the option of Contractor 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, if elected 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.

18. Indemnification – Roofing contractor agrees to indemnify and hold harmless the Owner from all claims, damages, losses and expenses for personal injury, including death and property damage, to the extent caused by a negligent act or omission by the roofing contractor or someone for whose acts the roofing contractor is responsible. Roofing contractor is not obligated to provide indemnity for damages, losses, claims or expenses to the extent due to the negligence or fault of owner or others for whose conduct the roofing contractor is not responsible. Similarly, (Owner) shall indemnify and hold harmless roofing contractor from all claims, damages, losses and expenses arising from claims for bodily injury, including death or other damages, to the extent due to the negligence of Owner or fault of its agents, representatives or employees. All indemnifications are limited to \$1,000,000.00.

19. Payment / Collection – Payment shall be made as set forth in the body of this contract. Final payment is due on the completion of the job. Contractor's right to payment is not contingent upon the acceptance of work done by others and over which Contractor has no control. Broward County, Florida shall be proper venue for any arbitration or litigation involving this agreement Contractor is entitled to interest at a rate of 1.5% per month on all amounts not paid when due.

20. Claims – All claims for non-fulfillment of the contract made by Owner shall be made within 30 days from completion of the work. Contractor reserves the right to correct any condition for which it is responsible including damage to other property. In the event others repair or attempt to repair any problem with the work done by Contractor unless authorized by Contractor in writing, Contractor's guarantee and liability associated with this project shall be void and of no other further force and

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effect. Contractor shall not be liable for any cost of work or repairs to its work done by others unless previously authorized by Contractor in writing. In such case, Contractor's responsibility will be limited to an amount agreed to by Contractor, which shall not exceed the cost of materials and labor necessary to address the problem.

21. Unforeseen Conditions – In the event that unforeseen conditions arise that could not be determined by visual inspection, such additional work shall be performed on a time and material basis over the price stated in this contract. Examples of conditions which will be considered an unforeseen condition giving rise to an increase in the cost of the job would be the discovery of additional roofs during tear off; that the original roof was solidly mopped to the deck; deck conditions requiring repair, unknown waterproofing membrane or any other condition that contractor could not detect from a visual inspection and therefore included in the price provided for in the contract.

22. Owner Responsibilities – Unless otherwise provided for in the body of this contract, Owner is responsible for any of the following conditions: Asbestos testing and removal expenses, if any; wind uplift and moisture testing if required; engineering and attachment or enhancement of the deck, method of attachment of the deck, buried conduits and equipment below the deck or any other structural deficiencies which may contribute to preventing positive drainage on the roof surface; waterproofing of the building envelope, including windows, doors or other areas outside the scope of work performed by Contractor.

23. Signs and Lighting- Unless otherwise specified in this contract. Contractor shall not be liable for damage to signs and lighting about the premises. Any expense necessary to remove or install signs and lighting shall be paid by Owner.

24. Risk of Damage – Contractor shall not be liable for damage to parked vehicles or property located in or about the staging area assigned for its use, or for any damage or injury for respiratory problems which may result from the odors associated with its work. The Owner shall advise its tenants and employees of these risks and concerns and taken such action as it deems reasonable.

25. No Oral Promises- There are no promises, representations or understandings outside of this instrument which instrument represents the complete agreement between the parties. No modification of this contract shall be valid unless in writing.

26. Limitation of Liability – Contractor is not liable for any claim for injury or damages, whether based upon a contractual, statutory or tort theory, which result from: (a) natural disasters including but not limited to lightning, windstorm, hail, hurricane, tornado, wind gale force or greater; (b) misuse, neglect, or unauthorized alteration of the roofing system or as a result of or connected with materials supplied or installed by other; (c) exposure to damaging substances such as oil, solvents, etc.; (d) failure of the substrate, surface or materials under the roof; (e) improper drainage; (f) lack of recommended maintenance; (g) damage resulting from water entry from any portion of the building structure which is not a part of the roofing system, or (h) any claim related in any way to damage or injuries from mold, spores, fungus, any organic pathogen or exposure to toxic substances or vapors. Contractor shall have no obligation under this contract until all bills for installation, services and materials have been paid for in full. The Owner will, at its expense initiate an ongoing maintenance program to include keeping all pitch pans filled with mastic, maintaining caulk or sealant around all roof penetrations, cap metal, cover plates, gravel stops, counter flashings, termination bars, exterior scuppers, gutters, down spouts and leader heads, and keeping the roof free of vegetation, trash and debris and such other miscellaneous items necessary to maintain the serviceability of the roof system. If this roofing system is covered under a manufacturer's warranty, Contractor is not liable for the provisions thereof. The warranty and liability of Contractor shall only accrue to and be for the benefit of the original Owner named herein, and is NOT assignable or transferable with prior written approval and inspection by Contractor.

27. Nature of Work and Services Provided by Roofing Contractor – Roofing contractor shall furnish the labor and materials necessary to perform the work described herein or in the referenced contract documents. Roofing contractor is not a licensed architect or engineer and does not provide architectural, engineering or consulting services. It is the Owner's responsibility to retain a licensed architect or engineer to determine structural integrity and proper design, including that the design is in compliance with applicable ordinances, codes and regulations. If plans, specifications or other design documents have been furnished to roofing contractor, customer warrants they are sufficient and conform to all applicable laws and building codes. Roofing contractor is not responsible for any loss, damage or expense due to defects in plans or specifications or building code violations unless such damage results from a deviation by roofing contractor from the contract documents. Customer warrants all structures to be in sound condition capable of withstanding normal activities of roofing construction equipment and operations and the work that is to be performed. Roofing contractor is not responsible for location of roof drains, adequacy of drainage or ponding on the roof.

To the fullest extent permitted by applicable law, Contractor disclaims any implied warranty, including the warranty of merchantability and the warranty of fitness for a particular purpose or limits such warranty to the duration and to the extent of the express warranty represented by this warranty. Contractor's exclusive responsibility and liability under this warranty is, in the case of a new roof, to make repairs that may be necessary to maintain the roofing system in a watertight condition for the length of Contractor's warranty period; and in the case of a repair, to repair any additional leaks which result from faulty repair work done by Contractor (Owner acknowledges that leaks may come from more than one possible source and that Contractor does not guarantee that it's repair will stop leaks not associated with the area repaired by it). Contractor shall not be liable for its own negligence, or under theories of statutory or strict liability of any other theory of liability other than the exclusive liability set forth in this warranty which Owner agrees is its sole remedy notwithstanding the type or category of damages claimed. Under any circumstances, Contractor will not be liable for any personal injury claims, or claims for consequential damages to the structure (upon which the roofing system is affixed) or its contents, loss of time or profits or any inconvenience or expense incurred by Owner. Any change to the provisions of this section must be in writing and signed by a corporate officer of Certified Roofing Specialists, Inc.

Chapter 558 Notice of Claim

CHAPTER 558, FLORIDA STATUTES CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY BRING ANY LEGAL ACTION FOR AN ALLEGED CONSTRUCTION DEFECT. SIXTY DAYS BEFORE YOU BRING ANY LEGAL ACTION, YOU MUST DELIVER TO THE OTHER PARTY TO THIS CONTRACT A WRITTEN NOTICE, REFERRING TO CHAPTER 558, OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE SUCH PERSON THE OPPORTUNITY TO INSPECT THE ALLEGED CONSTRUCTION DEFECTS AND TO CONSIDER MAKING AN OFFER TO REPAIR OR PAY FOR THE ALLEGED CONSTRUCTION DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER WHICH MAY BE MADE. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER THE FLORIDA LAW WHICH MUST BE MET AND FOLLOWED TO PROTECT YOUR INTERESTS.

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