

**TOWN OF GOLDEN BEACH, FLORIDA**

**RESOLUTION NO. 2632.19**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA APPROVING A PROPOSAL FROM PRO-FORM ROOFING CO. FOR RENOVATIONS OF THE ROOF AT TOWN HALL AND THE PUBLIC WORKS BUILDING; PROVIDING FOR A WAIVER OF COMPETITIVE BIDDING PROCEDURES; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town Council of the Town of Golden Beach, Florida ("Town") has identified the need to repair/replace the roofs at both Town Hall and the Public Works Building ("Project"); and

**WHEREAS**, the Town Council finds that compliance with the bid procedures set forth in the Town's Code of Ordinances ("Code") is impractical and not in the best interest of the Town; and

**WHEREAS**, the Administration did solicit proposals from at least three firms; and

**WHEREAS**, the Town Council desires to engage Pro-Form Roofing Co. ("Contractor") to perform construction services ("Services") for the Project; and

**WHEREAS**, Contractor has presented the Town with a proposal, attached hereto as Exhibit "A" and incorporated herein by reference, ("Proposal") to perform the Services; and

**WHEREAS**, the Town Council desires to authorize the Town Manager to enter into an agreement with the Contractor consistent with the Proposal; and

**WHEREAS**, the Town Council has determined that the Proposal is acceptable and will well serve the needs of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA AS FOLLOWS:

**Section 1. Recitals Adopted.** Each of the above-stated recitals are hereby adopted and confirmed.

**Section 2. Proposal Approved.** The Town Council hereby approves of the Proposal.

**Section 3. Waiver of Competitive Bidding.** The Town Council finds that compliance with the bid procedures within the Town Code is impractical and hereby waives such procedures in accordance with Section 2-275 of the Town Code.

**Section 4. Implementation.** The Town Mayor and Town Manager are directed to take all steps reasonably necessary to implement this Resolution.

**Section 5. Authorization.** The Town Manager is authorized to enter into an agreement with the Contractor that is consistent with the Proposal subject to the approval of the Town Attorney as to form, content, and legality.


Further, that the total Project Budget is set to an amount not to exceed \$47,800.00 as stipulated in the Manager memo.

**Section 6. Effective Date.** This Resolution shall be effective immediately upon adoption.


The Motion to adopt the foregoing Resolution was offered by Councilmember Lusskin, seconded by Councilmember Mendal, and on roll call the following vote ensued:

|                                |               |
|--------------------------------|---------------|
| Mayor Glenn Singer             | <u>Aye</u>    |
| Vice Mayor Kenneth Bernstein   | <u>Absent</u> |
| Councilmember Judy Lusskin     | <u>Aye</u>    |
| Councilmember Jaime Mendal     | <u>Aye</u>    |
| Councilmember Bernard Einstein | <u>Aye</u>    |

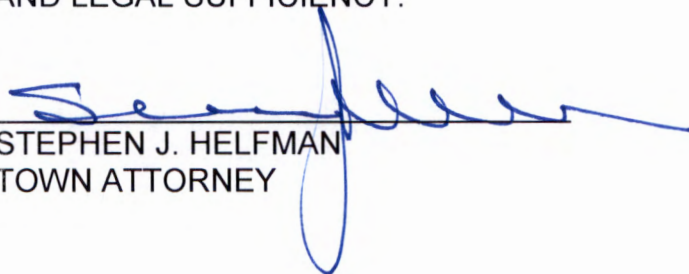
**PASSED AND ADOPTED** by the Town Council of the Town of Golden Beach,  
Florida this 20<sup>th</sup> day of August, 2019.

  
\_\_\_\_\_  
MAYOR GLENN SINGER

ATTEST:

  
\_\_\_\_\_  
LISSETTE PEREZ  
TOWN CLERK

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

  
\_\_\_\_\_  
STEPHEN J. HELFMAN  
TOWN ATTORNEY



# TOWN OF GOLDEN BEACH

One Golden Beach Drive  
Golden Beach, FL 33160

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## MEMORANDUM

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**Date:** August 20, 2019

Item Number:

**To:** Honorable Mayor Glenn Singer &  
Town Council Members

15

**From:** Alexander Diaz,  
Town Manger

**Subject:** Resolution 2632.19 – Approving A Proposal for the  
Replacement of the Roof at Town Hall & Public Works

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### Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2632.19 as presented.

### Background:

During the last few years we have been experiencing a number of roof leaks in both the Public Works Building and the pitched roof in Town Hall. We have made a number of repairs to both roofs, but the number of leaks continue to grow.

As part of our future plans for our new Civic Center Complex both the existing Town Hall and the Public Works building will remain. I am recommending we do a full roof replacement of the Public Work's Building roof, as it has over 14 patches. I am also recommending that we continue to patch the Town Hall pitched roof as Town Hall will be renovated as part of our Civic Center Complex Project.

This summer we received proposals (attached) from four vendors (three in writing and one verbal) and we are recommending that we go with the lowest respondent; Pro-Form Roofing Company.

### Fiscal Impact:

The new roof for the Public Works Building will cost \$29,900.00

The repairs for the pitched roof at Town Hall will cost \$7,900.00

We also would like a project contingency of \$10,000.00 in the event that additional work is needed.

Total Project Budget of \$47,800.00 will come from our Facilities Maintenance Funds.



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## Proposal

*Date: JULY 28,2019*

*Customer Name: CITY OF GOLDEN BEACH*

*Customer Address: 1 GOLDEN BEACH DR GOLDEN BEACH, FL*

*ATTN: ALEX DIAZ*

**Email:**

Dear Customer:

We would like to thank you in advance for your consideration on the following project.

As per your request a scope has been developed without a visual inspection on the property, all measurements have been supplied by Eagle View Technologies™ for the property to determine the existing conditions and to develop a scope of work that will address your needs at this time.

**The scope is as follows:**

### **Reroof: FLAT ROOF**

#### **FLAT ROOF**

1. Tear off existing roof down to gypsum deck
2. Repair up to 3 panels of gypsum any extra will be charge at \$800 each cell replacement
3. Install #75 lb base sheet tin capped to deck with CR 1.2 fastners
4. Install ¼ inch tapered insulation to create a proper pitch with asphalt type 4
5. Install one strata vent laid loosely over tapered insulation
6. Install #20 inter ply hot mopped to strata vent with asphalt type 4
7. Install all common vents and lead stack coverings
8. Install 4" x 3" metal eves drip
9. Install mineral surface cap sheet hot mopped with asphalt type 4
10. All permits and inspections included.



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Total labor and materials for the scope of work: Twenty Nine Thousand Nine Hundred Dollars with Zero Cents...\$29,900.00

\*\*\*Please note pricing for material could increase after 30 days of the proposal date\*\*\*

Payment Terms: 50% deposit    30% upon delivery of material    20% upon completion

**Warranty:**

The type and extent of coverage of any warranty shall be as indicated in accordance with written guarantees, if any, offered by the manufacturer of materials incorporated into the project. \_\_\_\_\_

In addition to the manufacturer's guarantees, and upon receipt of final payment, the Contractor shall guarantee workmanship furnished as part of this proposal against defects in such workmanship for a period of (10) years from completion of work.

The Contractor's liability is limited to the installation and waterproofing work and materials installed by the Contractor **EXPRESSLY EXCLUDING CONSEQUENTIAL DAMAGES. THERE ARE NO OTHER GUARANTEES OR WARRANTIES EXPRESSED OR IMPLIED**

**Terms & Conditions:**

Dear customer, please review the following items and kindly place your initials indicating you have read each line and agree to the terms written below, if there are any questions or concerns, we will address each item with you.

- I have reviewed the contract and I understand the terminology, description and scope of work. \_\_\_\_\_
- I understand that I have three (3) days from the day that I accept and sign this contract to cancel this transaction or to make any changes to it.
- Roofing permit expediting and procurement may take longer than expected based on Home Owners Association's approvals, reviews, comments and additional information or changes that the building officials may require prior to permit approval. Permit may take under normal circumstances up to three weeks but as expressed above it could take longer and it will be out of our hands.



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- **Startup Date** – Project commencement date is always calculated from the date of contract signed but subject to permit approval and roofing supply distributors delivery date which is beyond the contractor's control.
- The contractor's office will contact you to set up a startup date after permit has been approved and we have a material delivery date. This is approximately 8 to 12 weeks after signing the contract.
- Unforeseen labor charge may be possible once we removed the roofing system.
- Customer is responsible for removing any obstacles, furniture, vehicles in advance of the installation date, including the removal of any items within 2' to 4' outside around the perimeter of the working area.
- I give my permission for a lawn sign to be placed on my lawn during the project.
- Pro-Form Roofing Co is not responsible for any exterior or interior stucco, drywall or plaster repair.
- Pro-Form Roofing Co. is not responsible for any landscaping damaged, due care will be taken as much as possible.
- I give permission for pictures to be taken before, during and after installation. These pictures are property of Advanced Contractors and may be used for marketing.

#### **Exclusions:**

1-Damage to the property, building, or contents caused by fire, settling, distortions, or other failure of building, natural causes including floods, lightning, windstorms, hail, hurricanes, tornados, earthquakes, or other extraordinary or unusual events.

2-Damage to the roof due to foot traffic or from cracks or openings in the walls, partitions or foundations by any other contractor or person after roof work has been completed.

3-Vandalism, penetration, damages or attacks to the roof system by third parties or foreign objects or agents including plants or animal life or any use other than its original purpose and covered under the Notice of Acceptance guidelines and impact values.

4- Damage to driveway due to dumpsters or dump trucks used for the demolition.

5- Paint, stucco and drywall labor and materials are not part of this proposal as well as any interior or exterior work not included in this proposal.

#### **Terms and Conditions:**



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The terms and conditions contained above and in "Attachment A" attached hereto and made a part of the proposal hereof, are hereby incorporated herein by reference. If this proposal is accepted, then this proposal shall constitute the agreement between the parties **respectfully submitted**

**Company Representative**

(786)593-5053

Info@Pro-Formroofing.com

**ACCEPTANCE**

The Contractor is hereby authorized to furnish all labor and materials required to complete the scope of work set forth above in this proposal and the specifications, prices and terms and conditions contained herein are satisfactory and are accepted. I agree to pay the price set forth in this proposal per the payment terms set forth in this proposal.

**Authorization by (Signature):** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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

**Pro-Form Roofing Co. Agent** \_\_\_\_\_

*Note: This proposal, unless rescinded, shall be valid for thirty (30) days hereafter and may be withdrawn at any time prior to receipt of its acceptance.*

**Note:**

Due and after Hurricane Irma long trajectory through the state of Florida, the tile industry, it's manufacturer and distributors are running to full capacity, but do to the demand for concrete and clay tiles, the industry is suffering a long and tedious and continue delay of unprecedented proportions in all manufacturing plants, delaying the delivery process and creating back orders that could extended up to 12 to 16 weeks for delivery.

Please be aware that roofing companies have no control on the supply and demand and delivery of tiles, so we can't warranty that your tile selection can be delivered and install at the speedy pace that we were used to prior Hurricane Irma event took place.

**Customer Initials** \_\_\_\_\_





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### ATTACHMENT "A" -- TERMS AND CONDITIONS

Owner acknowledges that the work being performed by Contractor, pursuant to this proposal, is continuous throughout the time period of this proposal. Contractor's lien rights pursuant to Chapter 713, Florida Statutes, for labor and material furnished in performing the services shall not expire until ninety (90) days after the completion of the job.

If payments are not made in accordance with the terms hereof, it is agreed that interest on any unpaid balances at the maximum legal rate of interest prescribed by the laws of the state of Florida will become due for the period of default, and Contractor may suspend work until such payments are made, and all costs or expenses incurred by Contractor in collecting the sum due hereunder, whether by suit or otherwise, including reasonable attorney's fees shall be paid by Owner. No guarantee or warranty provided by the Contractor, if any, shall be valid until full and final payment has been received by Contractor.

Owner, by signing hereunder, represents and warrants that it is the owner or duly authorized agent of the property and that it is authorized to enter into this agreement and that Contractor is thereby permitted to enter upon the property and to perform the services anticipated hereby. Contractor shall be permitted to use all driveways, and paved areas leading to, or adjacent to, the project for its equipment, material storage and deliveries without liability to Contractor occasioned by the negligence of others or by its equipment.

Contractor warrants that the work to be performed will be performed in a timely and workmanlike manner according to tolerances and deviations customary to the building/roofing industry. **OTHER THAN WARRANTIES OF THE MANUFACTURER AND OTHER THAN THE WARRANTIES SPECIFICALLY CONTAINED HEREIN, CONTRACTOR MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED.** Contractor reserves the right to use materials of equal or similar quality to those specified herein. The following items are not included in this scope of work unless otherwise specifically stated in writing in the proposal: repairs to the roof deck, installation of wood or cant strips, furnishing or installation of sheet metal or roof drains, repairs or alteration to the building other than the roof, identification and/or abatement of asbestos containing material or work preparatory or incidental to the foregoing items, and interior protection or clean up. Any testing required by local building departments including, but not limited to asbestos surveys, moisture surveys, pull-up tests or statement of design pressure are also not included in the scope of work unless otherwise specifically stated in writing in the proposal.

It is understood by Owner that a ponding water condition (a roof surface that is not completely drained) is not indicative of a defective roof system. Positive drainage (a roof slope ensuring drainage of a roof area within 48 hours after rainfall) is a design goal and is not always achievable. Contractor will not be held responsible for a ponding water condition that results from a roof structure that is not designed to achieve positive drainage as defined by the National Roofing Contractors Association (NRCA).

Owner is solely responsible for structural suitability of the building with respect to the specifications of the roofing system to be applied pursuant to this proposal, including, but not limited to, load bearing capacity, dew point and vapor transmission calculations. Contractor offers no opinion on, and expressly disclaims any responsibility for, the structural soundness of any roof deck on which roofing products may be applied. Opinions of structural engineers should be obtained by the Owner as to the structural soundness of the roof deck and its ability to properly support the contemplated roof installation. The Contractor accepts no liability for any failure of the roof deck, its ability to support the contemplated roof installation, or resultant damages. Further, Owner shall be solely responsible for any damages to any furniture, FF&E or other contents of the building during the performance of the work, except such damages as may be caused by the sole negligence of Contractor. Owner shall secure and pay for necessary approvals, easements, assessments and charges (other than permits) required for construction, use or occupancy of permanent structures or permanent changes in existing facilities. In the event Contractor hereafter discovers a hidden or unknown defect or condition which increases the cost of completing the project, Owner and Contractor shall equitably adjust the price to reimburse Contractor for the extra costs thereby incurred. Any changes or alterations from the plans or specifications herein noted (including those which may be required by any government



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or municipality) shall constitute an additional cost to Owner and shall be performed only upon written change order from the Owner.

Once Contractor commences the work provided herein, Owner shall not modify the scope of work or interrupt or otherwise interfere with or stop Contractor. In the event Owner modifies the scope of work, interferes with, stops, or otherwise delays the Contractor, the price shall be equitably increased by an amount sufficient to reimburse Contractor for any additional cost and expenses thereby incurred. Owner agrees that the direction and supervision of the work force, including subcontractors and suppliers, rest exclusively with Contractor, or its duly designated agent, and Owner agrees not to issue any instructions or to otherwise interfere with same and be responsible for all associated damages and additional costs.

**OWNER AND ITS INSURER HEREBY RELEASE AND WAIVE ANY AND ALL CLAIMS FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM ANY CAUSE WHATSOEVER.**

In the event that Contractor shall be delayed, hindered in or prevented from the performance of any act required hereunder by reason of acts of God, fires, accidents, strikes, lockouts, labor troubles, permitting delays, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, the act, failure to act or default of the other party, war or any other reason beyond Contractor's reasonable control, then performance of such act shall be extended for a period equivalent to the period of such delay, or at the election of Contractor, if the delay is for a period longer than twenty days, Contractor may cancel this agreement and receive from Owner the reasonable costs of labor and materials rendered to the date of cancellation.

Contractor agrees to carry such worker's compensation and liability insurance as it customarily maintains. Owner agrees to look solely to Contractor's appropriate insurance carrier for any and all damages including those caused by Contractor's sole negligence. Owner agrees to provide sufficient insurance to protect Contractor against loss of materials installed or located on the premises due to fire, windstorm, hail or flood. Owner provided property insurance shall be an all-risk policy and shall insure against the perils of fire and extended coverage and physical loss or damage including, theft, vandalism, malicious mischief, collapse, false work, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements. The insurance shall waive rights of subrogation, if any, against Contractor. Owner shall purchase and maintain such insurance as will insure Owner against loss of use of Owner's property due to fire or other hazards, however caused, and Owner waives all rights of action against Contractor for loss of use of Owner's property, including consequential damages. It is understood by Owner that Contractor and its insurer will be held harmless for alleged or actual damages/claims as a result of mold, mildew, algae or fungus.

These Terms and Conditions together with the attached proposal constitute the entire agreement. Modifications to this agreement can be made only in writing signed by Contractor. Owner permitting performance of work indicates acceptance, without exception, of this agreement, even if this agreement is not executed. All provisions of this agreement shall be construed in accord with the laws of the state of Florida.



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## **Proposal**

*Date: JULY 06, 2019*

*Customer Name: CITY OF GOLDEN BEACH*

*Customer Address: 97 TERRACIANA AVE GOLDEN BEACH, FL*

*ATTN: ALEX DIAZ*

*REF: CITY HALL*

### **Email:**

Dear Customer:

We would like to thank you in advance for your consideration on the following project.

As per your request a scope has been developed without a visual inspection on the property, all measurements have been supplied by Eagle View Technologies™ for the property to determine the existing conditions and to develop a scope of work that will address your needs at this time.

**The scope is as follows:**

### **Reroof: TILE ROOF REPAIR**

#### **TILE ROOF**

1. Tear off existing roof down to wood deck area of leak
2. Repair any rotten wood in area of leak
3. Install #30 lb base sheet tin capped to wood deck
4. Install tile under lamente adhered to base sheet
5. Install cap and pan barrel tile to match existing as close as possible
6. All permits and inspections included.



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Total labor and materials for the scope of work:  
Seven Nine Thousand Nine Hundred Dollars with Zero Cents...\$7,900.00

\*\*\*Please note pricing for material could increase after 30 days of the proposal date\*\*\*

Payment Terms: 50% deposit 30% upon delivery of material

20% upon completion

### Warranty:

The type and extent of coverage of any warranty shall be as indicated in accordance with written guarantees, if any, offered by the manufacturer of materials incorporated into the project. \_\_\_\_\_

In addition to the manufacturer's guarantees, and upon receipt of final payment, the Contractor shall guarantee workmanship furnished as part of this proposal against defects in such workmanship for a period of (10) years from completion of work.

The Contractor's liability is limited to the installation and waterproofing work and materials installed by the Contractor **EXPRESSLY EXCLUDING CONSEQUENTIAL DAMAGES. THERE ARE NO OTHER GUARANTEES OR WARRANTIES EXPRESSED OR IMPLIED**

### Terms & Conditions:

Dear customer, please review the following items and kindly place your initials indicating you have read each line and agree to the terms written below, if there are any questions or concerns, we will address each item with you.

- I have reviewed the contract and I understand the terminology, description and scope of work. \_\_\_\_\_
- I understand that I have three (3) days from the day that I accept and sign this contract to cancel this transaction or to make any changes to it.
- Roofing permit expediting and procurement may take longer than expected based on Home Owners Association's approvals, reviews, comments and additional information or changes that the building officials may require prior to permit approval. Permit may take under



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normal circumstances up to three weeks but as expressed above it could take longer and it will be out of our hands.

- **Startup Date – Project commencement date is always calculated from the date of contract signed but subject to permit approval and roofing supply distributors delivery date which is beyond the contractor’s control.**
- **The contractor’s office will contact you to set up a startup date after permit has been approved and we have a material delivery date. This is approximately 8 to 12 weeks after signing the contract.**
- **Unforeseen labor charge may be possible once we removed the roofing system.**
- **Customer is responsible for removing any obstacles, furniture, vehicles in advance of the installation date, including the removal of any items within 2’ to 4’ outside around the perimeter of the working area.**
- **I give my permission for a lawn sign to be placed on my lawn during the project.**
- **Pro-Form Roofing Co is not responsible for any exterior or interior stucco, drywall or plaster repair.**
- **Pro-Form Roofing Co. is not responsible for any landscaping damaged, due care will be taken as much as possible.**
- **I give permission for pictures to be taken before, during and after installation. These pictures are property of Advanced Contractors and may be used for marketing.**

**Exclusions:**

1-Damage to the property, building, or contents caused by fire, settling, distortions, or other failure of building, natural causes including floods, lighting, windstorms, hail, hurricanes, tornados, earthquakes, or other extraordinary or unusual events.

2-Damage to the roof due to foot traffic or from cracks or openings in the walls, partitions or foundations by any other contractor or person after roof work has been completed.

3-Vandalism, penetration, damages or attacks to the roof system by third parties or foreign objects or agents including plants or animal life or any use other than its original purpose and covered under the Notice of Acceptance guidelines and impact values.

4- Damage to driveway due to dumpsters or dump trucks used for the demolition.

5- Paint, stucco and drywall labor and materials are not part of this proposal as well as any interior or exterior work not included in this proposal.



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**Terms and Conditions:**

The terms and conditions contained above and in "Attachment A" attached hereto and made a part of the proposal hereof, are hereby incorporated herein by reference. If this proposal is accepted, then this proposal shall constitute the agreement between the parties **respectfully submitted**

**Company Representative**

(786)593-5053

Info@Pro-Formroofing.com

**ACCEPTANCE**

The Contractor is hereby authorized to furnish all labor and materials required to complete the scope of work set forth above in this proposal and the specifications, prices and terms and conditions contained herein are satisfactory and are accepted. I agree to pay the price set forth in this proposal per the payment terms set forth in this proposal.

**Authorization by (Signature):** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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

**Pro-Form Roofing Co. Agent** \_\_\_\_\_

*Note: This proposal, unless rescinded, shall be valid for thirty (30) days hereafter and may be withdrawn at any time prior to receipt of its acceptance.*

**Note:**

Due and after Hurricane Irma long trajectory through the state of Florida, the tile industry, it's manufacturer and distributors are running to full capacity, but do to the demand for concrete and clay tiles, the industry is suffering a long and tedious and continue delay of unprecedented proportions in all manufacturing plants, delaying the delivery process and creating back orders that could extended up to 12 to 16 weeks for delivery.

Please be aware that roofing companies have no control on the supply and demand and delivery of tiles, so we can't warranty that your tile selection can be delivered and install at the speedy pace that we were used to prior Hurricane Irma event took place.

**Customer Initials** \_\_\_\_\_



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### ATTACHMENT "A" -- TERMS AND CONDITIONS

Owner acknowledges that the work being performed by Contractor, pursuant to this proposal, is continuous throughout the time period of this proposal. Contractor's lien rights pursuant to Chapter 713, Florida Statutes, for labor and material furnished in performing the services shall not expire until ninety (90) days after the completion of the job.

If payments are not made in accordance with the terms hereof, it is agreed that interest on any unpaid balances at the maximum legal rate of interest prescribed by the laws of the state of Florida will become due for the period of default, and Contractor may suspend work until such payments are made, and all costs or expenses incurred by Contractor in collecting the sum due hereunder, whether by suit or otherwise, including reasonable attorney's fees shall be paid by Owner. No guarantee or warranty provided by the Contractor, if any, shall be valid until full and final payment has been received by Contractor.

Owner, by signing hereunder, represents and warrants that it is the owner or duly authorized agent of the property and that it is authorized to enter into this agreement and that Contractor is thereby permitted to enter upon the property and to perform the services anticipated hereby. Contractor shall be permitted to use all driveways, and paved areas leading to, or adjacent to, the project for its equipment, material storage and deliveries without liability to Contractor occasioned by the negligence of others or by its equipment.

Contractor warrants that the work to be performed will be performed in a timely and workmanlike manner according to tolerances and deviations customary to the building/roofing industry. **OTHER THAN WARRANTIES OF THE MANUFACTURER AND OTHER THAN THE WARRANTIES SPECIFICALLY CONTAINED HEREIN, CONTRACTOR MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED.** Contractor reserves the right to use materials of equal or similar quality to those specified herein. The following items are not included in this scope of work unless otherwise specifically stated in writing in the proposal: repairs to the roof deck, installation of wood or cant strips, furnishing or installation of sheet metal or roof drains, repairs or alteration to the building other than the roof, identification and/or abatement of asbestos containing material or work preparatory or incidental to the foregoing items, and interior protection or clean up. Any testing required by local building departments including, but not limited to asbestos surveys, moisture surveys, pull-up tests or statement of design pressure are also not included in the scope of work unless otherwise specifically stated in writing in the proposal.

It is understood by Owner that a ponding water condition (a roof surface that is not completely drained) is not indicative of a defective roof system. Positive drainage (a roof slope ensuring drainage of a roof area within 48 hours after rainfall) is a design goal and is not always achievable. Contractor will not be held responsible for a ponding water condition that results from a roof structure that is not designed to achieve positive drainage as defined by the National Roofing Contractors Association (NRCA).

Owner is solely responsible for structural suitability of the building with respect to the specifications of the roofing system to be applied pursuant to this proposal, including, but not limited to, load bearing capacity, dew point and vapor transmission calculations. Contractor offers no opinion on, and expressly disclaims any responsibility for, the structural soundness of any roof deck on which roofing products may be applied. Opinions of structural engineers should be obtained by the Owner as to the structural soundness of the roof deck and its ability to properly support the contemplated roof installation. The Contractor accepts no liability for any failure of the roof deck, its ability to support the contemplated roof installation, or resultant damages. Further, Owner shall be solely responsible for any damages to any furniture, FF&E or other contents of the building during the performance of the work, except such damages as may be caused by the sole negligence of Contractor. Owner shall secure and pay for necessary approvals, easements, assessments and charges (other than permits) required for construction, use or occupancy of permanent structures or permanent changes in existing facilities. In the event Contractor hereafter discovers a



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hidden or unknown defect or condition which increases the cost of completing the project, Owner and Contractor shall equitably adjust the price to reimburse Contractor for the extra costs thereby incurred. Any changes or alterations from the plans or specifications herein noted (including those which may be required by any government or municipality) shall constitute an additional cost to Owner and shall be performed only upon written change order from the Owner.

Once Contractor commences the work provided herein, Owner shall not modify the scope of work or interrupt or otherwise interfere with or stop Contractor. In the event Owner modifies the scope of work, interferes with, stops, or otherwise delays the Contractor, the price shall be equitably increased by an amount sufficient to reimburse Contractor for any additional cost and expenses thereby incurred. Owner agrees that the direction and supervision of the work force, including subcontractors and suppliers, rest exclusively with Contractor, or its duly designated agent, and Owner agrees not to issue any instructions or to otherwise interfere with same and be responsible for all associated damages and additional costs.

**OWNER AND ITS INSURER HEREBY RELEASE AND WAIVE ANY AND ALL CLAIMS FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM ANY CAUSE WHATSOEVER.**

In the event that Contractor shall be delayed, hindered in or prevented from the performance of any act required hereunder by reason of acts of God, fires, accidents, strikes, lockouts, labor troubles, permitting delays, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, the act, failure to act or default of the other party, war or any other reason beyond Contractor's reasonable control, then performance of such act shall be extended for a period equivalent to the period of such delay, or at the election of Contractor, if the delay is for a period longer than twenty days, Contractor may cancel this agreement and receive from Owner the reasonable costs of labor and materials rendered to the date of cancellation.

Contractor agrees to carry such worker's compensation and liability insurance as it customarily maintains. Owner agrees to look solely to Contractor's appropriate insurance carrier for any and all damages including those caused by Contractor's sole negligence. Owner agrees to provide sufficient insurance to protect Contractor against loss of materials installed or located on the premises due to fire, windstorm, hail or flood. Owner provided property insurance shall be an all-risk policy and shall insure against the perils of fire and extended coverage and physical loss or damage including, theft, vandalism, malicious mischief, collapse, false work, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements. The insurance shall waive rights of subrogation, if any, against Contractor. Owner shall purchase and maintain such insurance as will insure Owner against loss of use of Owner's property due to fire or other hazards, however caused, and Owner waives all rights of action against Contractor for loss of use of Owner's property, including consequential damages. It is understood by Owner that Contractor and its insurer will be held harmless for alleged or actual damages/claims as a result of mold, mildew, algae or fungus.

These Terms and Conditions together with the attached proposal constitute the entire agreement. Modifications to this agreement can be made only in writing signed by Contractor. Owner permitting performance of work indicates acceptance, without exception, of this agreement, even if this agreement is not executed. All provisions of this agreement shall be construed in accord with the laws of the state of Florida.