

## INTRACOASTAL TOWERS (64932)

1505 N RIVERSIDE DR

POMPANO BEACH, FL, 33062





12-10-2024

Margarita Crane  
Intracoastal Towers (64932)  
1505 N Riverside Dr  
Pompano Beach, FL 33062

RE: Intracoastal Towers (64932)  
1505 N Riverside Dr  
Pompano Beach, FL 33062  
**Best Roofing Proposal #64932**

Best Roofing is pleased to submit our proposal to provide all **labor, materials, equipment, insurances, engineering and permits** required to perform the following scope of work.

**Base Bid:** Scope of Work identified in Exhibit A, "Marcon Bid Form". Additionally summarized:

- **Tear Off Existing Roof Material Down to Deck and Install Twenty (20) Year 60 Mil TPO Roof System with 2" Insulation Fully Adhered to Concrete Deck.**
- **HVAC Work included:** to be completed per FBC:
  - **Removal and Replacement of Ninety-Six (96) Condensing Unit/HVAC Disconnect and Junction Box Supports.**
  - **Remove All Existing Stands and Replace with New Aluminum Stands per Code.**
  - **Installation of Hurricane Tie-Down Kits for each Unit.**

**Total Investment.....\$421,198.52**

Contract Documents Include:  
1. Best Roofing Contract Dated 12-10-2024  
2. Exhibit A MARCON Bid Form  
3. Addendum 1

Best Roofing looks forward to providing you with our experience, integrity, and professional courtesy. Should you have any questions or concerns, please feel free to contact me at the office **954-941-9111 x243**, or my cell phone **954-560-6669**. Your Best Roofing Investment Team. We Solve Roof Problems.

*Norman Taylor*

Norman Taylor  
Vice President  
Best Roofing

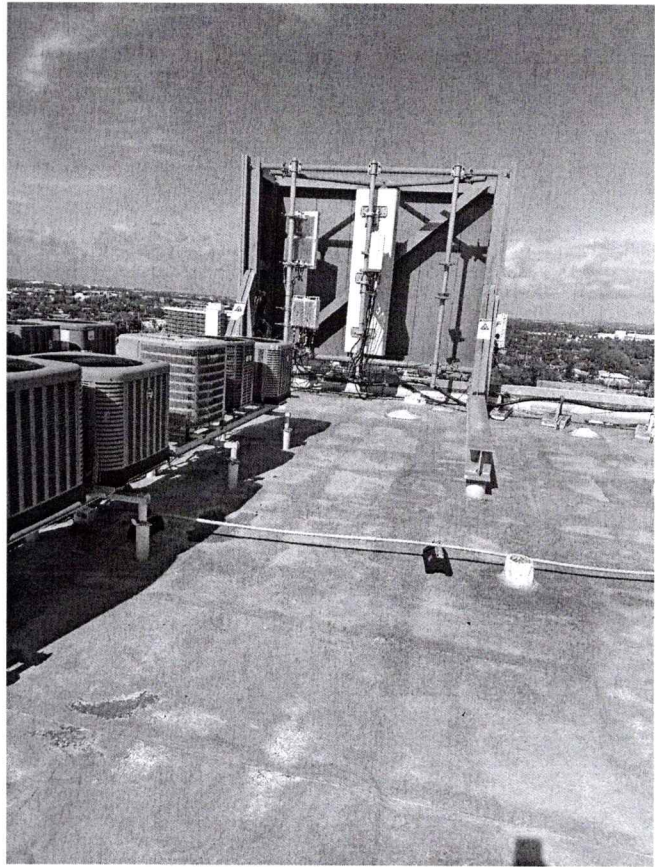
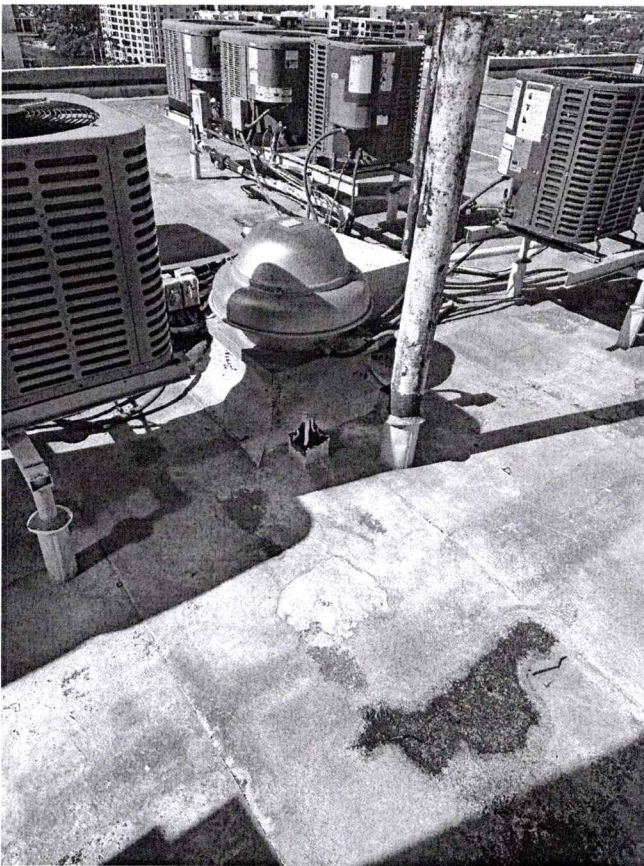
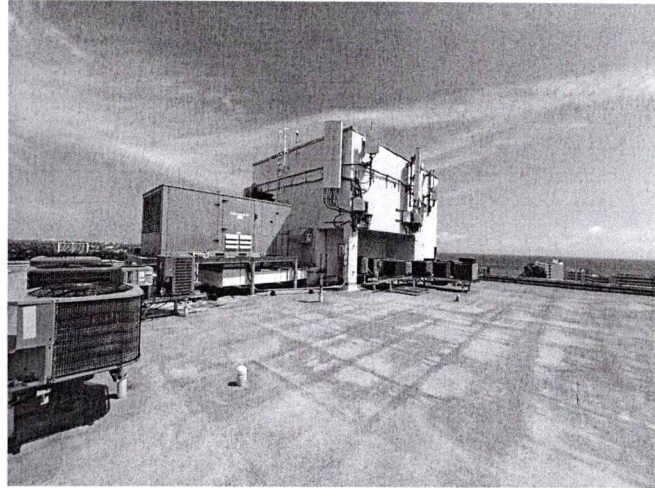
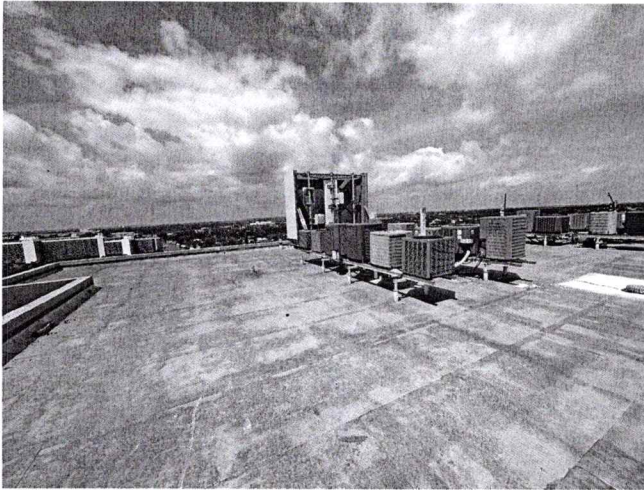
*Best Roofing Services, LLC, a Florida licensed contractor (CCC1331459) proposes to the Owner to perform in a workmanlike manner the roofing construction work as described.*



*AWDF*  
*DB*



## Current Roof Conditions







## SCOPE OF WORK

**Option 1: 60 Mil TPO w/ 2" ISO over Concrete Deck**

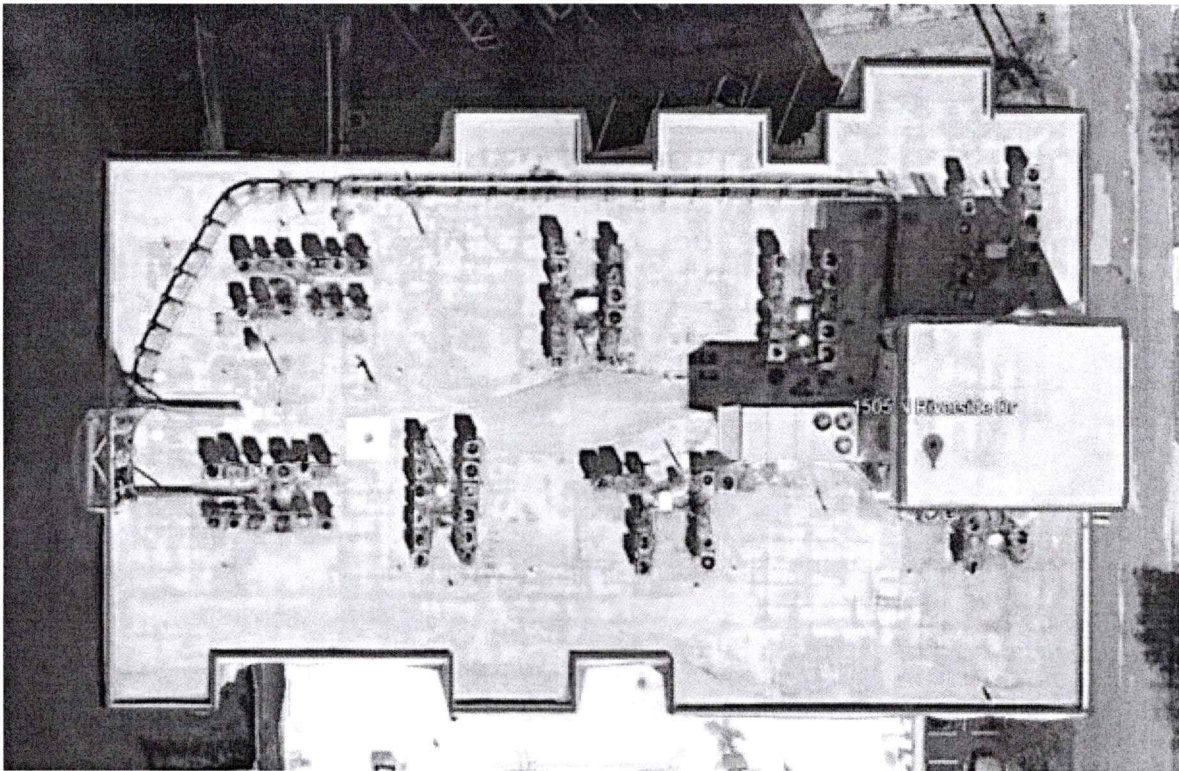
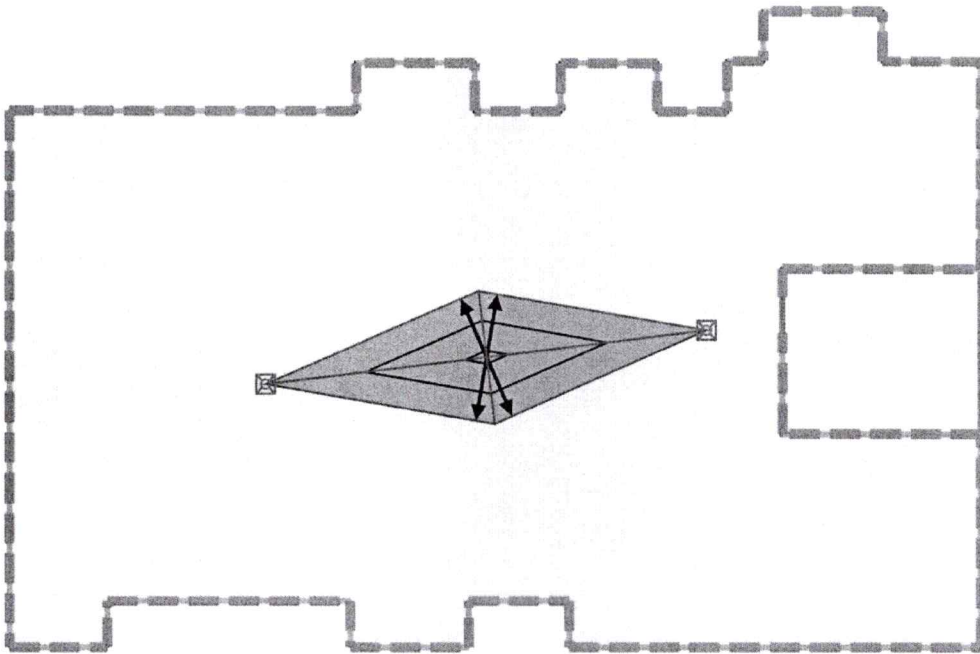
Length	632.83	LF
Bid#: 64932	10,298.00	SF
Engineering & Testing	10,298.00	SF
Permit for Pompano Beach	10,298.00	SF
Set-up & Support	10,298.00	SF
Crane General Conditions	10,298.00	SF
Equipment	10,298.00	SF
OSHA Safety Monitoring	10,298.00	SF
20 (Twenty) Year Material Warranty	10,298.00	SF
Remove 2-1/2" Adhered to Concrete	10,298.00	SF
Remove: Drip Edge	101.00	LF
Remove: Flashing below 3'	554.33	LF
Remove: Curb Flashing	64.00	LF
Remove: Penetrations	212.00	EA
Remove: Abandoned Equipment	1.00	EA
MOD Tie In	10,298.00	SF
2" ISO Fully Adhered over Concrete	10,298.00	SF
60 Mil - Energy Efficient Roof System over Concrete Deck	10,298.00	SF
Crickets Only 1/4" - FA	0.00	SF
Metal Roof Edge W/Heat Weld Cover Strip and Cleat	101.00	LF
Refasten Existing Wood Nailer @ Drip Edge	101.00	LF
36" Wall Flashing Up And Over W/Coping Cap	549.33	LF
New Wood Nailer and Fasteners @ Coping Caps	549.33	LF
TPO 18" Curb Flashing with CF	64.00	LF
Metal Door Threshold	5.00	LF
TPO AP Vent Flashing	2.00	EA
TPO Line Jack Flashing	32.00	EA
TPO Pitch Pan Penetration Flashing	44.00	EA
TPO Premolded Penetration Flashing	17.00	EA
TPO Premolded Split Pipe Boots	128.00	EA
TPO Drain Flashing w/ New Drain Parts	2.00	EA
TPO Coated Metal Overflow Scupper	12.00	EA
Sacraficial Pads @ Condensation Lines	5.00	EA
Sacraficial Pads @ Concrete Pavers	40.00	EA
Walkway Pad	400.00	LF

**Mechanical & Electrical Allowance**

Length	632.83	LF
Bid#: 64932	10,298.00	SF
Permit for Pompano Beach	10,298.00	SF
Mechanical & Electrical Allowance Per AC Unit	96.00	EA



## ROOF DRAWING & AERIAL







**WARRANTY TO BE PROVIDED:**

- Twenty (20) Year Manufacturer's Warranty
- Two (2) Year Best Roofing Workmanship Warranty

**NOTES:**

- Base Permit, Permit Processing Fees and Engineering Fees are included in the contract price at the time of the quote. However, in the South Florida Market, every municipality (approx. 80 different permitting municipalities) has its own fee schedule. The fee schedules may change prior to or during the negotiations. To be fair to you as an Owner/Owner's Representative and Best Roofing as a vendor, we have made an allowance in the proposal of **\$12,053.73** for Permit, Engineering & Processing Fees. Upon obtaining the final accounting of the exact fees, we will process a credit or debit to reflect the precise permit fee.
  - **If a MOT (Maintenance of Traffic) permit is mandated, and the use of municipality equipment and traffic enforcement officers are required, Client shall be responsible for such costs plus 15% administration charge.**
- A minimum of 3 parking spaces for staging of material and equipment.
- Prior to the start of the project, we will require the owner designate their representative to conduct a pre-job conference with Best Roofing. This will be to coordinate all activities and avoid any delays or surprises.
- Price includes the removal of all roofing related debris.
- The permit will be displayed and accessible to the Inspector.
- All work performed in accordance with Florida Building Codes Requirements.
- This proposal is based upon the performance of all work during Best Roofing's regular working hours 7AM to 7PM Monday thru Friday, excluding Saturday, Sunday and National Holidays.
- If required to work Saturday, Sunday, nights, or over 40 hours, Owner/Owner's Representative will pay an additional rate of \$15.00 per manhour for such work. This rate includes supervision time. If overtime work is required to be performed, special inspection(s) may be required by the city and additional charges will be implemented on a per inspection basis.
- Hourly Rate used to calculate additional services that might be required: Supervisor \$115/hour, Roofer \$85/hour, Apprentice \$78/hour.
- Additional costs may apply for any re-mobilization caused by any natural disasters.
- \* Scope of work shall follow Exhibit A, "MARCON Bid Form"
- \* Any Change Orders to Work must be approved by engineer.

**NEW 2020 CODE CHANGES:** Effective Dec 31, 2020 (FBCB) Florida Building Code for buildings less than 60 ft in height have changed significantly from the 2017 Edition. These changes focus primarily on roof system attachment to the roof deck, drainage, and ponding water. These new requirements will be included in all permit applications after Dec 30th, 2020. This proposal has taken into consideration the enhancements required to meet the 2020 Building Code. When evaluating proposals, you are encouraged to ensure all submissions received have taken into consideration the requirements of the 2020 Florida Building Code.

*Material Prices in Effect on the Date of Shipment: At the present time, roofing material manufacturers are unwilling to commit to firm prices or delivery dates of numerous roofing materials, including but not limited to, fasteners, adhesives, polyisocyanurate insulation and roofing membranes. Roofing materials manufacturers state that the price of the materials will be the price in effect on the date of shipment. Accordingly, the parties acknowledge and agree the contract sum to be paid to Best Roofing will not be finally determined until the time the materials are shipped. When circumstances change, this clause will be removed.*

{{Contact Initials}}







**UNFORESEEN CONDITIONS / UNIT PRICES (IF APPLICABLE): v.5.2024**

The following unit prices will apply and be added to the contract as a Change Order in the event these items are a) requested by the Owner/Owner's Representative, or b) unforeseen conditions require the addition to complete the scope of work in excess of the original budgeted quantities. Owner/Owner's Representative's acceptance of this Agreement shall constitute Owner/Owner's Representative's acceptance of all Change Orders in regards to these unit priced items. \$TBD values will be reviewed with the Owner/Owner's Representative prior to any work being performed.

**1. Roof Deck Replacement:** It is not unusual that we encounter situations where a roof leak has caused roof deck deterioration and damage. This is an unforeseen condition that could happen. We have included a square foot unit price in the contract document to accommodate this situation.

- a. Plywood Decking.....\$6.25 per SF (32 SF min)
- b. Skylight.....\$TBD
- c. Metal Deck - B.....\$25.00 per SF (60 SF min)
- d. Specialty Metal Decking.....\$TBD
- e. Gypsum Deck.....\$25.00 per SF (32 SF min)
- f. Tectum Deck.....\$20.00 per SF (32 SF min)
- g. Lightweight Insulation Replacement Up To 4" Thick.....\$9.50 per SF (100 SF min)
- h. Wet Insulation Replacement.....\$TBD Upon Thickness
- i. Concrete Deck.....T&M Basis
- j. 2" x 6" Pressure Treated Wood Nailer.....\$7.25 per LF (10 ft min)
- k. Fascia Board.....\$TBD
- l. Furring Strip.....\$6.50 per LF
- m. Standard 1"x 8' / 1"x 10".....\$7.25 per LF
- n. Structural Lumber 2"x 4".....\$6.75 per LF
- o. Structural Lumber 2" x 6".....\$8.00 per LF
- p. Structural Lumber 2" x 8".....\$9.00 per LF
- q. Tongue & Groove 1"x6"x10'.....\$6.50 LF
- r. Tongue & Groove 1"x6"x12'.....\$7.25 LF
- s. Tongue & Groove 2"x6"x12'.....\$7.50 LF
- o. Raise Roof Area that Ponds Water (1" Raise per SF).....\$7.00 per SF

**2. Air Conditioning Units & Electrical wiring:** We have included in our bid what we feel will be needed to achieve the project objective and meet the building code requirements. However, different municipalities often have different interpretations of the code requirements. Sometimes this is identified while pulling the permit and sometimes identified during the construction process. Best Roofing is committed to total transparency with respect to this situation and will keep you informed if anything impacts the cost associated with the completion of your project.

- a. Remove and reinstall A/C unit on new aluminum stand (per FBC) \$TBD
- i. Includes refrigeration and electrical connections

**3. Safety & Drainage requirement:** In 2014, the building code changed the drainage requirements for roofs. If your building was built prior to 2014, we have found that most projects will require the installation of additional or enlarging existing drains and scuppers. This change in the code is to prevent roof decks from collapsing due to the weight of water during a torrential rainstorm. As part of the permit package, Best Roofing has included in this contract the fees associated with this calculation from a certified engineer to pull the permit. Based on our initial investigation, we estimate that your project may require additional drainage. Unit prices for upgrades have been provided in our list of unit costs.

- a. Retrofit Drains (per FBC) \$750.00 each
- b. Cut New Scuppers or Enlarge Scuppers up to 6" (per FBC) \$850.00 each
- c. Cut New Scuppers or Enlarge Scuppers up to 20" (per FBC) \$1,350.00 each
- d. Lightning Protection Sacrificial Pads (per FBC) \$15.00 each
- e. New Standard leaderheads (12", 24 ga. Galvanized or Kynar finish) \$400.00 each
- f. New Standard Downspout (5" x 5" 24 ga. Galvanized or Kynar finish) \$150.00 per 10' section
- g. Lightning Protection Permit Allowance \$TBD

**4. Other:**

- a. Walkpads \$45.00 per LF
- b. Stucco Replacement (at flashing not to exceed 12" height) \$25.00 per SF
- c. Hurricane Straps (sloped roofing) \$65.00 per strap
- d. L-Flashing \$18.00 per LF
- e. Pipe Supports & Sacrificial Pad \$85.00 each
- f. Remobilization for Natural Disasters \$Verifiable costs
- g. FPL Shutdown \$Verifiable cost per Municipality
- h. Equipment Rental \$TBD

{{Contact Initials}}







**EXCLUSIONS TO CONTRACT UNLESS NOTED IN THE SCOPE OF WORK**

<ul style="list-style-type: none"> <li>• All Mechanical, HVAC and Electrical Work</li> <li>• Lighting Protection</li> <li>• Sunday Work, Night Work, and Overtime</li> <li>• Interior Clean Up &amp; Damage Protection</li> <li>• FPL Shutdown</li> <li>• Any Wood Replacement</li> <li>• L-Flashings and Stucco Work</li> <li>• Roof Hatch Replacement</li> <li>• Enlargement of Overflow Scuppers</li> <li>• Removal and Replacement of Any Skylight</li> <li>• Walkpads</li> </ul>	<ul style="list-style-type: none"> <li>• Plumbing Services, Snaking/Fish Tapping of Drains</li> <li>• Waterproofing or Restoration of Walls</li> <li>• Interior Protection or Clean up</li> <li>• Active Leak Repair Coverage</li> <li>• Remove Abandoned Equipment</li> <li>• Slope Roof</li> <li>• Additional Roof Drains</li> <li>• Alterations to the Building Structure</li> <li>• Removal and Replacement of Any Satellite</li> <li>• Gutters, Downspouts or Leaderheads</li> </ul>
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**MECHANICAL & ELECTRICAL TERMS (IF APPLICABLE): V. 08.04.2022**

Best Roofing is not responsible for and shall be held harmless for damages to rooftop units due to rust, corrosion, or any pre-existing mechanical or electrical problems, including damage resulting to equipment relocation. These units must be able to survive disconnection, relocation, and reinstallation, in accordance with The Florida Building Code.

**IN THE EVENT OF A MECHANICAL SYSTEM PROBLEM, BEST ROOFING SHALL: (1) BE NOTIFIED DURING NORMAL BUSINESS HOURS OF ANY ISSUES RELATING TO THE ROOF AND ROOFTOP UNITS, AND (2) BE PROVIDED FIRST RIGHT TO DIAGNOSE THE MALFUNCTION AND DETERMINE RESPONSIBILITY FOR THE REPAIR.** In the event Best Roofing is not properly noticed and given the opportunity to diagnose the repair, Best Roofing shall NOT be responsible for payment made to any outside vendor for repairs attributed to Best Roofing. Corroded Electrical feeder lines, conduit, wiring and proper height clearance that is not visible or detectable will be addressed and billed on a time & material basis. Any additional code compliance issues required by local municipalities will be addressed and billed on an additional time & material basis.

**PAYMENT TERMS:**

**Standard Payment Terms:**

1. 20% of contract amount is due upon signing of contract. Permit process will start when the deposit is collected.
2. 30% due no later than five calendar days upon mobilization. (Mobilization is defined when work actually commences and materials have been delivered to the project.)
3. 45% due no later than five calendar days upon substantial completion. (Substantial completion is defined as the day Best Roofing demobilizes from the site and the project is complete, except for punch list items and final inspections.) If the project extends longer than one month, Best Roofing will submit a monthly progress invoice based on a percentage of project completion. Progress invoice will be submitted on the last day of the month and payable no later than the 10th day of the following month.
4. The Final 5% is due in exchange of signed off permit, delivery of specified warranty and final release of lien.
5. 100% of any change order(s) will be paid upon receipt of invoice for same.
6. Interest shall accrue on any unpaid balance starting two calendar days past the specified due date, at 1.5% per month (18% per annum) or the maximum legal rate permitted by law. If legal proceedings are required to collect an unpaid balance, all costs, including actual attorney fees and expenses, shall be added to the unpaid balance. Non-payment, in accordance with these terms, shall be considered material and cause for termination of performance by Best Roofing.
7. Payments made by credit card are subject to a 3.50% convenience charge.

**LIEN LAW:** According to Florida's Construction Lien Law (Sections 713.001 -- 713.37, Florida Statutes), those who work on your property, or provide materials and services 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.







**TWO YEAR BEST ROOFING WORKMANSHIP WARRANTY**

Guarantee #: \_\_\_\_\_ Start Date: \_\_\_\_\_ Expiration Date: \_\_\_\_\_  
Owner: \_\_\_\_\_  
Building/Contact: \_\_\_\_\_  
Building Address: \_\_\_\_\_

**WARRANTY PROVISIONS FOR PRODUCT AND CONTRACTOR WORKMANSHIP**

Best Roofing hereby Warrants to the above-named Owner should leaks develop in the roofing system, flashing or roofing sheet metal during the period of coverage commencing from the date of completion, Best Roofing will make all repairs necessary to stop leaks due solely and exclusively to:

- A. Leaks in the roofing system, flashing or roofing sheet metal resulting from ordinary wear and tear by the elements.
- B. Workmanship on the part of Best Roofing in the application of the roofing system, flashing or sheet metal, excluding but not limited to, the roof deck, movement, or failure of the roof deck.

For purposes of the Warranty, "system" shall mean roof system, i.e., membrane, flashing, insulation, fasteners and adhesives; "Leaks in the roofing system" shall mean failure to maintain a watertight condition; "Repair" shall mean providing such materials and completing such services due to reasons not excluded in this Warranty, including the cost of labor as shall be deemed necessary by Best Roofing, to return the roofing system to a watertight condition for the remaining life of the Warranty. Best Roofing's sole and exclusive responsibility is the cost of repair.

This Warranty is issued in lieu of all other Warranties, express or implied, to the fullest extent permitted by applicable law, Best Roofing 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 provided herein. Best Roofing shall not be liable for any incidental or consequential damages to the roof deck applied beneath the roofing system, this building, its contents or its occupants, loss of time or profits or any inconvenience.

Best Roofing shall not be liable for any damages caused by Others which are based upon negligence, breach of Warranty, strict liability, tort, or any other theory of liability other than the exclusive liability set forth in this express Warranty.

All repairs to the roofing system must be conducted by Best Roofing Services, LLC

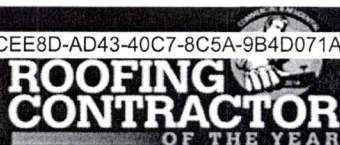
**To be signed by Owner or Owner's Rep at delivery of Close-Out Book**

SIGNED \_\_\_\_\_  
NAME \_\_\_\_\_  
TITLE \_\_\_\_\_  
DATE \_\_\_\_\_

{{Contact Initials}}







**TWO YEAR BEST ROOFING WARRANTY PROVISIONS**

**OWNER RESPONSIBILITIES:**

1. The owner/property manager must notify Best Roofing in the event of a leak in the roofing system within ten (10) days after discovery of the leak.
2. The owner/property manager must notify Best Roofing in writing of a proposed modification, major repair, or addition on or through the roofing system or flashing for each situation occurring after the date of issue of this Warranty. Drawings and plans showing the location of the proposed changes must be provided. Owner must notify Best Roofing in writing of the changes in the original usage of the building or underlayment that would adversely affect the performance of the roofing system. Owner is responsible for removal of all debris or equipment before repairs can begin.
3. Following timely notice of a leak by the Owner, it is determined by Best Roofing that the cause(s) of any leak(s) is not covered by Best Roofing's Warranty, Best Roofing will advise the Owner of the type and extent of repair(s) required to be made at the Owner's expense. If such repair(s) is promptly and reasonably made, this Warranty will remain in effect for the unexpired portion of the Warranty period. If the Owner fails to make such repair(s), this Warranty may be terminated at Best Roofing's option, becoming null and void and Best Roofing will have no further liability.
4. Owner must permit Best Roofing, or its contractor, reasonable access to the roof and/or interior where leak is occurring to perform repairs and/or audit the condition of the roof.
5. This Warranty is assignable to another Owner by the original building Owner if the following conditions are met: (1) Request is in writing within 30 days after ownership transfer; (2) The roof is inspected by Best Roofing and required repairs are completed and paid for by the original Owner; (3) The proposed assignment is approved in writing by Best Roofing and (4) An assignment fee of \$500 is paid to Best Roofing by the original Owner. This Warranty is not otherwise assignable, directly, or indirectly
6. Best Roofing shall not be liable for any damages caused by Others which are based upon negligence, breach of Warranty, strict liability, tort, or any other theory of liability other than the exclusive liability set forth in this express Warranty.
7. The owner's /property manager's responsibility to maintain Best Roofing's Annual Umbrella Agreement.

**EXCLUSIONS:**

Best Roofing shall have no obligation to repair or replace the roofing system or base flashing or roofing sheet metal items which fail to remain watertight as a direct or indirect result of any one or more of the following causes, which may arise during the applicable warranty period.

1. Natural disasters including, but not limited to floods, lightning, fire, hail, earthquakes, wind damage and other acts of God.
2. Failure to notify Best Roofing within 10 days of:
  - a. Changes in the use of the building that could adversely affect the performance of the roofing system/base flashing.
  - b. Unauthorized modifications or additions to the roofing system.
  - c. Discovery of a leak in the roofing system.
3. Repairs performed by others than Best Roofing.
4. Rooftop equipment mounting details such as sheet metal, air conditioning equipment.
5. Traffic, storage of materials, abuse, misuse, or vandalism. Direct or indirect damage caused by wildlife, such as birds, rats, bullet holes or punctures.
6. Wall expansion joints.
7. Performance of products not maintained by Best Roofing, including but not limited to metal work, mechanical attachments, and adhesives.
8. Infiltration or condensation of moisture in or around walls of the building structure or surrounding areas. Wet insulation and/or rotten wood replacement. Roofs with excessive moisture underneath the membrane.
9. Ponding water conditions, unless actively leaking due to membrane failure in area of ponding water or algae growth.
10. Skylight leaks. Caulking, metal deterioration or failure of skylight components are not covered by this agreement. Our sole responsibility is the skylight flashing.
11. Exterior wall scupper maintenance or leak repairs when not accessible to technicians.
12. Rusted out sheet metal flashing.

{{Contact Initials}}







EXCLUSIVE UMBRELLA ROOF MAINTENANCE & WARRANTY PROGRAM

Contract With: \_\_\_\_\_ Area of Roof (sf): 10,298.00 SF  
 Area of Roof (sf): \_\_\_\_\_ Roof Deck: \_\_\_\_\_  
 Building Address: \_\_\_\_\_ Manufacturer Date: Same date as Manufacturer.  
 Roofing Specification: \_\_\_\_\_ Roofing Specification: \_\_\_\_\_  
 Fee: \$1,647.75 per year

INSPECTION & MAINTENANCE PROVISIONS FOR CONTINUED WARRANTY COVERAGE

As a condition precedent for the Manufacturer's Warranty to remain in effect, an Annual Inspection, along with the required Maintenance, must be performed. The annual fee must be paid prior to the end of the twelfth (12) month to remain in compliance with the Manufacturer's Warranty.

Conditions to be inspected and maintenance performed:

<p><b>Field of Roof</b>          General condition          Surface and laps          Blisters (limited to 30 sq. ft./per year)          Roof expansion joints</p> <p><b>Roof Top Units</b>          General condition          HVAC equipment flashing          Exhaust vent flashing</p> <p><b>Drainage system</b>          General condition          Gutters          Scuppers          Drain flashing</p>	<p><b>Penetrations</b>          Pipe wraps          Pitch pans/chem curbs          Curb flashing</p> <p><b>Perimeter Flashings</b>          General condition          Wall flashing &amp; edge flashing          Counter flashing</p> <p><b>Other</b>          Surface contamination (limited to 100 sq. ft. per year)          Vegetation          Traffic Patterns          Loose debris removal</p>
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Best Roofing will contact the Owner or Owner's Representative sixty (60) days prior to expiration of the Warranty coverage to renew the Maintenance and Warranty Program for the next year. Owner maintains right to not renew and select alternate vendor to maintain roof and perform services to maintain manufacturer and other warranties as they may apply. Renewal pricing subject to increase in accordance with the roofs condition as the roof ages.

INSURANCE

All personnel are fully insured with Worker's Compensation, Liability, and Vehicle Insurance.

Acceptance: \_\_\_\_\_

Decline: \_\_\_\_\_

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

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

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

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

{{Contact Initials}}







**Warranty Provisions for Product and Contractor Workmanship:**

1. Best Roofing hereby gives a Warranty to the above-named Owner should leaks develop in the roofing system, flashing or roofing sheet metal during the period of coverage commencing from the date of completion, Best Roofing will make all repairs necessary to stop leaks due solely and exclusively to:
  - (a) Leaks in the membrane roofing system, flashing, or roofing sheet metal resulting from ordinary wear and tear by the elements.
  - (b) Workmanship on the part of Best Roofing in application of the membrane roofing system or flashing.
  - (c) Excluding, but not limited to, the roof deck or movement or failure of the roof deck.
  - (d) A roof leak is defined as water entering the building from a specific roof location. Failure to keep account current forfeits any and all warranty obligations.
  
2. For purposes of the Warranty, "system" shall mean roof system, i.e., membrane, base flashing, insulation, fasteners, and asphalt. "Leaks in the membrane roofing system" shall mean failure to maintain a watertight condition. "Repair" shall mean providing such materials and completing such services due to reasons not excluded in this Warranty, including the cost of labor, as deemed necessary by Best Roofing, to return the roofing system to a watertight condition for the remaining life of this Warranty. Best Roofing's sole and exclusive responsibility is the cost of repair.
  
3. This Warranty is issued in lieu of all other Warranties, expressed or implied, to the fullest extent permitted by applicable law. Best Roofing 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 the express Warranty provided herein. Best Roofing shall not be liable for any incidental or consequential damages to the roof deck applied beneath the roofing system, this building, its contents or its occupants, loss of time or profits, or any inconvenience.
  
4. This is a sole and exclusive Warranty that contains all the provisions of your remedies from Best Roofing. Best Roofing's liability is limited to the provisions of this Warranty. Best Roofing shall not be liable for any damages which are based upon negligence, breach of Warranty, strict liability, tort, or any other theory of liability other than the exclusive liability set forth in this express Warranty. Best Roofing's sole and exclusive responsibility is the cost of repair (limited to five (5) times the amount of the fee indicated on this agreement).

**OWNER RESPONSIBILITIES:**

1. The owner/property manager must notify Best Roofing in the event of a leak in the roofing system within ten (10) days after discovery of the leak. The notice must reference the Umbrella number.
  
2. The owner/property manager must notify Best Roofing in writing of a proposed modification, major repair, or addition on or through the roofing system or base flashing for each situation occurring after the date of issue of this Warranty. Drawings and plans showing the location of the proposed changes must be provided. Owner must notify Best Roofing in writing of the changes in the original usage of the building or underlayment that would adversely affect the performance of the roofing system. Owner is responsible for removal of all standing water, debris, or equipment before repairs can begin.
  
3. Following timely notice of a leak by the Owner, it is determined by Best Roofing that the cause(s) of any leak(s) is not covered by Best Roofing's Warranty. Best Roofing will advise the Owner of the type and extent of repair(s) required to be made at the Owner's expense. If such repair(s) is promptly and reasonably made, this Warranty will remain in effect for the unexpired portion of the Warranty period. If the Owner fails to make such repair(s), this Warranty may be terminated at Best Roofing's option, becoming null and void and Best Roofing will have no further liability.
  
4. Owner must permit Best Roofing, or its contractor, reasonable access to the building roof and interior to perform repairs and/or audit the condition of the roof.
  
5. This Warranty is assignable to another Owner by the original building Owner if the following conditions are met: (1) Request is in writing within 30 days after ownership transfer; (2) The roof is inspected by Best Roofing and required repairs are completed and paid for by the original Owner; (3) The proposed assignment is approved in writing by Best Roofing; and (4) An assignment fee of \$500 is paid to Best Roofing by the original Owner. This Warranty is not otherwise assignable, directly, or indirectly

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6. Best Roofing shall not be liable for any damages caused by Others which are based upon negligence, breach of Warranty, strict liability, tort, or any other theory of liability other than the exclusive liability set forth in this express Warranty. Sole and exclusive responsibility is the cost of repair (limited to five (5) times the amount of the fee indicated on this agreement.)

**EXCLUSIONS:**

Sloped roofing, such as Tile, Asphalt Shingles or Metal are not included. Best Roofing shall have no obligation to repair or replace the roofing system or base flashing or roofing sheet metal items which fail to remain watertight as a direct or indirect result of any one or more of the following causes which may arise during the applicable warranty period.

1. Natural disasters including, but not limited to floods, lightning, fire, hail, earthquakes, wind damage and other acts of God.
2. Failure to notify Best Roofing within ten (10) days of:
  - a. Changes in the use of the building that could adversely affect the performance of the roofing system/flashing.
  - b. Unauthorized modifications or additions to the roofing system.
  - c. Discovery of a leak in the roofing system.
3. Repairs performed by others than Best Roofing.
4. Rooftop equipment mounting details such as sheet metal, air conditioning equipment.
5. Failure to perform annual roof maintenance, as recommended by Best Roofing and material manufacturer, and letting the term of agreement lapse.
6. Traffic, storage of materials, abuse, misuse, or vandalism. Direct or indirect damage caused by wildlife, such as birds, rats, bullet holes or punctures.
7. Wall Expansion joints.
8. Performance of products not maintained by Best Roofing, including but not limited to metal work, mechanical attachments, and adhesives.
9. Infiltration or condensation of moisture in, through, or around walls of the building structure or surrounding areas. Wet insulation and/or rotten wood replacement. Roofs with excessive moisture underneath the membrane.
10. Ponding water conditions, unless actively leaking due to membrane failure in area of ponding water or algae growth.
11. Blister repairs. Blisters at seams will be repaired during annual maintenance up to 30 SF / Year.
12. Skylight leaks. Caulking, metal deterioration or failure of skylight components are not covered by this agreement. Our sole responsibility is the skylight flashing. Exterior wall scupper maintenance, or leak repairs when not accessible to technicians. Rusted out sheet metal flashing.

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CLARIFICATIONS v.06.28.2023

1. **OWNER'S AND CONTRACTOR'S RIGHT TO RESCIND.** This proposal is subject to change without notice and is automatically withdrawn on the 15th day following the date of issue if not accepted in writing and a copy of this proposal returned to Best Roofing Services, LLC d/b/a Best Roofing ("Best Roofing"). If the Owner/Owner's Representative cancels this Agreement prior to the start of work, Owner/Owner's Representative is liable for 15% of the total Agreement price as liquidated damages because Best Roofing is unable to accurately measure its damages for the cancellation of the Agreement. By executing this Agreement, Owner/Owner's Representative and Best Roofing agree that the liquidated damages amount is not a penalty. Best Roofing reserves the right to withdraw this proposal at any time prior to its acceptance.
2. ~~**PRICE VOLATILITY.** Roofing Materials and related products are subject to unusual price volatility due to conditions that are beyond the control or anticipation of Best Roofing and firm prices cannot be obtained from suppliers. If there is an increase in the amount charged to Best Roofing between the date of this proposal and the time when the work is to be performed, the amount of this proposal/contract will be increased to reflect the additional cost to Best Roofing upon submittal of written documentation.~~
3. **ACCEPTANCE.** Acceptance of this Proposal by Owner Or Owners Authorized Representative shall be acceptance of all Terms and Conditions recited herein. Upon acceptance, this Proposal shall become a binding contract between Best Roofing 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.
4. **DISCOUNTS AND REBATES.** The price of this Contract is net of any prepayment discounts or rebates. The Board of Directors, Management or Ownership will comply with all requests necessary to assist in obtaining any such discounts or rebates, as outlined in the payment terms of this contract.
5. **WARRANTY.** The type of Warranty and extent of coverage shall be as indicated in accordance with written Warranties if any offered by manufacturers of materials incorporated into this project. In addition to manufacturer's Warranties and upon receipt of final payment, Best Roofing shall Warranty workmanship furnished as part of this agreement against defects in such workmanship for a period up to Two (2) years from the completion of work as referenced in the TWO Year Best Roofing Workmanship Warranty.

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6. **MAINTENANCE AGREEMENT.** As a condition precedent for your extended Manufacturer's Warranty to remain in effect, an annual inspection, along with the required maintenance, must be performed and shared with the Company issuing your extended Warranty. Think of it like having your oil changed, grass mowed, or teeth cleaned. Best Roofing will notify you each year when your roofs inspection and maintenance are due. Your annual fee of: **\$1,647.75** must be paid in full at the end of each twelve-month period prior to a crew being dispatched to your property. See attached agreement.
  
7. **MATERIALS.** All materials used shall be as stated in the specifications and/or attached Scope of Work. All materials and work shall be furnished in accordance with normal industry tolerances for color, variation, thickness, size, weight, amount, finish, texture, and performance standards. Specified quantities are intended to represent an average over the entire roof area. Best Roofing 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. Title to roofing products passes to the Owner/Owner's Representative when said products are delivered to the job site. In the event of impending high wind conditions, hurricanes, tornadoes, or other adverse weather conditions, if Best Roofing is requested to remove/reposition product from/on the job site, Best Roofing shall use its reasonable efforts (subject to weather conditions, life/safety concerns and manpower/equipment constraints) to comply with the request. Owner/Owner's Representative agrees to promptly pay Best Roofing for these extras services. Best Roofing is not responsible for defective products if Best Roofing did not know such products were defective prior to the installation. As such, Best Roofing is not responsible for any costs, damages, claims, etc., associated with any remediation of supposed harm caused by a defective product. A defective product shall not be grounds to withhold payment, or reject the work performed by Best Roofing.
  
8. **METAL ROOFING.** Metal Roofing and especially lengthy flat span 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 Best Roofing. Best Roofing is not responsible for oil-canning or aesthetics. Oil-canning shall not be grounds to withhold payment or reject panels of the type specified.
  
9. **ACCESS.** Best Roofing shall be permitted to use driveways and paved areas leading to, or adjacent to, the job site for its equipment without liability to Best Roofing occasioned by the negligence of others, or by its equipment. If direct access to the area of work is not granted, Best Roofing will be entitled to additional fees associated with the cost incurred based on the hourly rate noted in this contract document.

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- 10. **WORKING HOURS.** This proposal is based upon the performance of all work during Best Roofing's regular working hours, excluding weekends and national holidays. Extra charges will be made for overtime and all work performed other than during Best Roofing's regular working hours, if required by Owner or Owner's Authorized Representative. Performance of Work based on 10 man crew.
- 11. **ACTS OF GOD.** Best Roofing 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, federal, state or local law, regulation or order; 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, Best Roofing's time for performance under this proposal shall be extended for a time sufficient to permit completion of the work. Additional costs may apply for any de-mobilization and/or re-mobilization caused by any natural disasters.
- 12. **WIND UP-LIFT TEST.** Best Roofing itself makes no representation regarding wind up-lift resistance and whether the roof assembly will meet a wind up-lift test. Best Roofing's obligation is to install the prescribed materials in a good and workmanlike manner in accordance with the specifications and membrane manufacturer's printed installation instructions. Best Roofing's entitlement to payment is not dependent upon meeting criteria promulgated by FM Global, including wind up-lift test as outlined in TAS 124.
- 13. **MOBILIZATIONS.** Mobilization is defined at [businessdirectory.com](http://businessdirectory.com) as "activation of a Best Roofing's physical and manpower resources for transfer to a construction site until the completion of the contract." Best Roofing has allowed one (1) Mobilization for this project. Should Best Roofing discover concealed or unknown conditions in the existing structure that vary from those conditions ordinarily encountered and generally recognized as inherent in the work of the character identified in this Agreement, then the Agreement amount shall be equitably adjusted upon notice thereof from Best Roofing to the Owner/Owner's Representative.
  - a. If the path of a Hurricane ("Cone") is forecasted to make land fall within three (3) days, a decision must be made to secure, or off load the project. It is specifically understood that the value of the materials and equipment damaged as a result of leaving these assets (not off-loading the project) will be the responsibility of the entity noted in the contract document. Additional charges will be handled by change order based on actual time and verifiable expenses incurred.

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b. If more than one (1) mobilization is required by the owner and additional mobilizations are not specifically spelled out in the "Scope of Work" in the contract document, the cost incurred to remove and remobilize material, equipment and manpower will be the responsibility of the entity noted in this contract document. Additional charges will be handled by change order based on actual time and verifiable expenses incurred.

14. **FIELD DIRECTION.** Best Roofing reserves the right to request additional compensation shall the owner decide to issue a stop work order without justifiable cause. In case there is a disagreement with regards to the justifiable cause for the stop work order, Best Roofing reserves the right to proceed forward with the work. It is further understood by this Owner that direct direction in the field to the workers is not allowed and proper written notification is to be provided to the Project Manager or Construction Manager of the Project.

The "project manager" is to be referred as MARCON, as we will be overseeing the project and we can provide direction in the field to the workers. MARCON can stop work if the installation is incorrect and there should be no additional fee for a stoppage of work.

15. **BOND.** A Surety Bond will be furnished where payment and performance bonds are specified at an additional cost. Bond must be requested prior to commencement of any Work.

16. **FUMES AND EMISSIONS.** Owner acknowledges that odors and emissions from roofing products will be released as part of the roofing operations to be performed by Best Roofing. Owner/Owner's Representative shall be responsible for interior air quality, including controlling mechanical equipment, HVAC units, intake vents, wall vents, window, doors, and other openings to prevent fumes and odors from entering the building. Owner/Owner's Representative is aware roofing products emit fumes, vapors, and odors during the application process. Owner/Owner's Representative shall hold Best Roofing harmless and indemnify from claims relating to fumes and odors that are emitted during the normal roofing process.

17. **PONDING WATER.** Ponding Water is defined as water that has not completely drained. It is understood by the Owner and/or Owner's Representative that a ponding water condition is not indicative of a defective roof system. Positive drainage is a design goal and is not always achievable. Best Roofing will not be held responsible for a ponding water condition that results from a roof structure that is not designed to achieve positive drainage. If the substrate roof condition results in ponding pursuant to the Building Code and modifications are required to correct the roof so ponding will not occur, Best Roofing will notify Owner and/or Owner's Representative.

o See Unit prices in: UNFORESEEN CONDITIONS / UNIT PRICES

#1. Roof Deck Replacement:

0). Raise Roof Area that Ponds Water (1" Raise per SF)

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- 18. **SUB-SURFACE CONDITIONS:** Installation of a new roof requires nails or screws to be inserted into the deck area. It is the Owner's responsibility to notify Best Roofing of the location for all sub-surface conditions, including but not limited to, conduits, post-tension cables, fire suppression systems, utility lines, and air conditioning wiring. Best Roofing will not be responsible and shall be held harmless for the puncture to any undisclosed sub-surface conditions. Owner/Owner's Representative accepts full responsibility for any repair or replacement that may be necessary.
  
- 19. **ASBESTOS AND TOXIC MATERIALS.** This proposal and contract is based upon the work to be performed by Best Roofing and will not involve asbestos-contain or toxic materials and that such materials will not be encountered or disturbed during the course of performing the roofing work. Best Roofing is not responsible for expenses, claims or damages arising out of the presence, disturbance or removal of asbestos-containing or toxic material. In the event that such materials are encountered, Best Roofing shall be entitled to reasonable compensation for all additional expenses incurred as a result of the presence of asbestos-containing, or toxic material at the work site.
  
- 20. **ATTIC VENTILATION.** Best Roofing shall not be liable for any roof or structural related issue arising out of, or relating to an inadequately ventilated attic system. Owner/Owner's Representative agrees to indemnify and hold harmless Best Roofing for any and all damages arising out of said condition.
  
- 21. **ROOF INSULATION.** How much roof insulation is required is ambiguously represented in the building codes. There are numerous contradictions when taking into consideration existing conditions and the roofing or waterproofing service provided. It is understood by all parties that if a municipality issues a permit and the insulation thickness and "R" value are defined and the Best Roofing has complied with the insulation requirements as outlined in the permit, then Best Roofing will be held harmless for any questions or concerns regarding the insulation installed.
  
- 22. **MOLD & MILDEW.** Best Roofing disclaims all liability for all claims, disputes, rights, losses, damages, causes of action or controversies ("Claims") pertaining to mildew, algae, fungus, mold, and/or other indoor air allergens ("Mold") including Claims arising out or relating to the detection, removal, disposal, or remediation of Mold, whether those Claims arise in law, equity, contract, warranty, tort, or federal or state statutory claims, and whether those Claims are based on the acts or omissions of Best Roofing or individuals or entities under Best Roofing's control.

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The Owner/Owner's Representative is solely liable and responsible for all damages, whether actual or consequential, caused by Mold and incurred by Owner/Owner's Representative, Best Roofing or third parties. We take leaks very seriously. If a roof leak is caused by unforeseen circumstances, Best Roofing will take immediate action to avoid the potential risks such as mold and structural deterioration. If needed, Best Roofing will rectify the problem by self-performing, or deploying water mitigation contractors to remedy the situation within 48 hours. Upon determination of the cause of the leak, the responsible party will take financial ownership of the remediation. If the client chooses to engage an outside contractor to remedy water mitigation damage, it is the sole responsibility of the client to pay for their services.

23. **INTERIOR PROTECTION.** Owner/Owner's Representative acknowledges that re-roofing of an existing building may cause disturbance, dust, or debris to fall into the interior and if any adhesive used dripping may occur depending upon deck conditions. Owner/Owner's Representative agrees to remove or protect property directly below the roof in order to minimize potential interior damage caused by leaks or debris. Best Roofing shall not be responsible for disturbance, damage, clean-up, or loss to interior property that Owner/Owner's Representative did not remove, or protect, prior to commencement of roofing operations. No interior protection or clean up included. Owner/Owner's Representative agrees that under no circumstances shall Best Roofing be held liable for water intrusion that occurs from the date Best Roofing commences work on the project through the date of completion of such work. Best Roofing shall not be responsible for any damage incurred due to nails or screws penetrating the roof deck, or for damage incurred to anything secured or attached to the roof deck, joists or any other roofing structure member which becomes loose, unsecured or falls as a result of the roofing operations of Best Roofing.

24. **INTERIOR CRACKING.** Owner acknowledges and understands that construction is an industry inherently subject to vibrations. During the construction process, vibrations and heat can cause interior cracking to drywall, crown molding and ceilings. Owner further acknowledges that such cracking is not the result of negligent workmanship and shall be deemed expected minor flaws.

25. **RESTRICTIONS AND REQUIREMENTS.** In the event that state, county, or municipal codes or regulations require work not expressly set forth in this Agreement, or that differs materially from that generally recognized as inherent in work of the character provided for in this Agreement, all extra costs for Best Roofing's labor and materials shall be the sole obligation of the Owner/Owner's Representative.

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26. **BACK CHARGES.** No back charges or claims for payment of services rendered, or materials and equipment furnished by Owner/Owner's Representative to Best Roofing shall be valid unless previously authorized in writing by Best Roofing and unless written notice is given to Best Roofing within ten (10) business days of the event, act, or omission, which is the basis of the back charge. In addition, Best Roofing shall have the benefit of all rights to redress and remedy any deficient work or damage created by Best Roofing unless Best Roofing is not responsive. Best Roofing shall not be liable for any loss of property use or loss of profits.

27. **ADDITIONAL CHARGES.** When items are required in addition to the outlined "Scope of Work", refer to Additional Work Authorization Form to be provided by Best Roofing. Additional charges may result from any of the following: Addition or deviation from the specifications herein described, damage to our work by others; temporary protection of the building not originally included. in this work order; premature notice to start work causing unnecessary trips; trips back to the job to repair openings created after work is complete; material and equipment off-loads from roof due to acts of God (such as tropical storms and hurricanes), debris removal by others required by local laws, and any labor required to be done outside of normal business hours. Best Roofing is not required to do additional work unless a proper Additional Work Authorization Form has been executed by Owner and/or Owner's Representative.

Exhibit A "MARCON Bid Form"

28. **CONSEQUENTIAL DAMAGES.** The Owner expressly waives all claims against Best Roofing for consequential damages, which include, but are not limited to, special, incidental, exemplary, delay damages, lost use, lost rental income, lost financing, or costs incurred to live elsewhere.

29. **INSURANCE.** Best Roofing agrees to purchase and maintain, as required by law, workers' compensation, liability and property insurance to protect the Owner and/or Owner's Representative from injuries and/or damages which may arise out of or result from Best Roofings's operations under this Contact and for which Best Roofing may be legally liable, whether such operation be by Best Roofing or by anyone directly or indirectly employed by Best Roofing, or by anyone for whose acts Best Roofing may be liable. Owner and/or Owner's Representative agree to look solely to Best Roofings' appropriate insurance carrier for any and all damages including those caused by Best Roofing's sole negligence. The Owner and/or Owner's Representative agrees to provide sufficient insurance to protect Best Roofing against loss of materials installed, or on the premises due to fire, windstorm, hail or floods. Owner and/or Owner's Representative provided property insurance shall be on an all-risk policy form 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.

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If the property insurance requires minimum deductibles, the Owner and/or Owner's Representative shall be responsible for payment of the additional costs not covered because of such increased or voluntary deductibles. The insurance shall waive rights of subrogation, if any against Best Roofing. The Owner and/or Owner's Representative shall purchase and maintain such insurance as will insure the Owner and/or Owner's representative against loss of use of the Owners' and/or Owner's Representative property due to fire or other hazards, however caused. The Owner and/or Owner's Representative waive all right of action against Best Roofing for loss of use of the Owner and/or Owner's Representative's property, including consequential damages.

- 30. **ADDITIONAL INSURED.** If Owner/Owner's Representative requires and Best Roofing agrees to name Owner/Owner's Representative or others as an additional insured on Best Roofing's liability insurance policy, Owner/Owner's Representative and Best Roofing agree that the naming of Owner/Owner's Representative 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 Best Roofing and is not intended to make Best Roofing's insurer liable for claims due to the fault of the additional insured.
  
- 31. **STRUCTURAL SUITABILITY.** Best Roofing assumes full responsibility for furnishing of roofing materials and for providing specifications and recommendations for their proper installation. Best Roofing does not, either itself or through its representative, practice architecture or engineering and 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 competent structural engineers should be obtained by the Owner and/or Owner's Representative as to the structural soundness of the roof deck and its ability to properly support the contemplated roof installation. Best Roofing accepts no liability for any failure of the roof deck, its ability to support the contemplated roof installation, or resultant damages.
  
- 32. **ADJACENT WALLS & EQUIPMENT.** Best Roofing is not responsible for leaks or possible damages caused by water infiltration into the roof system, as a result of moisture migration. Building with cracked stucco, EFIS surfacing, A/C duct work, or any other surface that allows water to enter into the roof system is not the responsibility of Best Roofing and corrective action is specifically excluded from this contract document.
  
- 33. **WORK PERFORMED BY TRADE CONTRACTORS EMPLOYED BY OTHERS.** Best Roofing will not be held responsible for completing the Project when trade contractors employed by the Owner, Owners Representative or anyone else that it impacts Best Roofing's ability to complete their work.

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This could include, but is not limited to, closed out permits, completion of related work such as A/C units, electrical work or any other work that delays or directly impact Best Roofing's ability complete or close out Best Roofing's work. Owner will make payments to Best Roofing for the entire value of the work in place and not withhold retainage for such reasons.

- 34. **CONCRETE WORK.** Owner shall provide water service (or hydrant meter), parking space for equipment, and all applicable permits at no charge to Best Roofing. If roofing or waterproofing is to be installed over a concrete or like concrete substrate, the determination as to when the concrete or wet substrate is sufficiently cured and dried so that roofing materials can be installed without potential future adverse effect shall be made by the General Contractor in consultation with the concrete subcontractor, concrete manufacturer, and design professional. Best Roofing is not responsible to test or assess moisture content of the deck or substrate, or for the effects of moisture emitted from the deck.
  - a. If a Plaza Deck or topping slab removal is required; Best Roofing assumes no responsibility for leaks during this process associated with water trapped between the structural and topping slabs.
  
- 35. **MISCELLANEOUS.** These Terms and Conditions together with providing the Scope of Work, etc. and any attachments constitute the entire agreement of the parties. Modifications to this Agreement can be made only in writing signed by All Parties. Owner and or Owner's Representative permitting performance of work indicates acceptance without exception of this Agreement, even if this Agreement is not executed. This Agreement shall be governed by the laws of the State of Florida. Venue of any proceeding arising out of this Agreement shall be Broward County, Florida. In the event there is litigation over the enforcement of this contract or the work contemplated herein, the parties knowingly, voluntarily, irrevocably, and intentionally waive the right to a trial by jury. Any claims for construction defects are subject to the notice and cure provisions of Chapter 558, Florida Statutes.
  
- 36. **FINAL PAYMENT.** The making of final payment shall constitute a waiver of all claims against Best Roofing by Owner and/or Owner's Representative except for those arising from (a) unsettled liens stemming from work performed by Best Roofing, (b) terms of any Warranty or warranty issued pursuant to this Contract. No Warranty or Warranty provided by Best Roofing shall be valid until full and final payment is received.
 

Refer to Addendum for Payment Terms
  
- 37. **SEVERABILITY.** The parties hereby agree that the sections, paragraphs, provisions, and clauses of this Agreement are severable and enforceable as such, specifically if any section, paragraph, provision, or clause within this Agreement is hereafter deemed to be unenforceable for any reason, the rest and remainder of this entire Agreement is otherwise enforceable and shall remain in full force and effect.

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*DB*



38. REPRESENTATION ON AUTHORITY OF PARTIES/SIGNATORIES. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized, and the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

**Acceptance of Best Roofing Proposal #64932**

The above specifications, prices contract terms and standard conditions are satisfactory and hereby accepted as indicated by the Scope of Work above. You are authorized to do the work as specified.

\* Price is subject to change after thirty (30) days, see Clarifications #2 - PRICE VOLATILITY.

Margarita Crane/ Jholyn Gutierrez (jholyn@marconforensics.com - FAX) Owner/Agent (Print)	Norman Taylor Best Roofing Account Manager (Print)
Owner/Agent & Title (Signature)	Best Roofing (Signature)
(Date)	(Date)

Owner/Agent Name & Title:

David Barbour President

Signature:

*David Barbour*

Date Signed:  
2/6/2025

Owner/Agent Name & Title:

Anthony W. da Fonseca General Counsel & SVP

Signature:

*Anthony W. da Fonseca*

Date Signed: 1/31/2025

{{Contact Initials}}






# EXHIBIT A MARCON

FORENSICS & ENGINEERING

## Intracoastal Tower Condominium - Re-Roofing Project -

Client Information:		Bidder Information:	
Address:	1505 N Riverside Dr Pompano Beach, FL 33062		Company:
Client:	Intracoastal Tower Condominium Association		Best Roofing Services LLC DBA Best Roofing
P.O.C.:	Dave Barbour		Bidder Name:
Phone:	(954) 931-8886		Norman Taylor
Email:	dave@redoakshutter.com		Title:
			Vice President
			Office Phone/Cell:
			954-560-6669
			Email:
			ntaylor@bestroofing.net

**Scope of Work:**  
Re-roofing project consisting of a new TPO membrane System. Work to include tear off of existing roofing system and installing new components: flashing, curbs, penetrations, terminations, metal parapet capping cap, scuppers, drains, pitch pans, split pipe boots, line jacks, etc. Work also includes some concrete, stucco and painting repairs. Work to also include HVAC and new stand installation to meet code along with hurricane tie downs for mounted units.

### A. General Conditions

ITEM #	AREA	DESCRIPTION	ESTIMATED QTY	QTY TYPE	BID AMOUNT
1.0	Permit Allowance	General Field Condition Requirements (Project Manager, Superintendent, Project Coordinator, Quality Control, Community Notifications, Onsite Office/Storage Facilities and Logistics including Lifts, Scaffolding, Dump Fees, Obtaining permits, travel expenses, etc.). All insurances, Freight, Taxes, Contractors OH & P.	1	LS	\$ 16,886.27
2.0	General Conditions	Includes but is not limited to Labor, Supervision, Scaffolding, Overhead Protection, Hoist System, etc. This item pertains to the entire project. All submitted unit prices shall be inclusive of general conditions, and NO additional general conditions will be allowed for work beyond the scope of work listed herein.	1	LS	\$ 73,913.88
3.0	Payment and Performance Bond	N/A	1	LS	If Required 2%
4.0	Mobilization	N/A	1	LS	Included in 2.0
5.0	De-Mobilization and Clean Up	N/A	1	LS	Included in 2.0

### B. Base Bid

6.0	Parapet Wall Repairs	Restore damaged concrete as specified by the EOR. Cost to include stucco, priming, and paint to match lower.	15	SF	Not Included
7.0	Remove Existing Flat Roofing System Down to Structural Slab	Includes the removal and disposal of existing membrane, insulation, metal copings, flashing, drains, etc.).	1	LS	\$ 19,122.10
8.0	Install Polyiso Insulation	As required by the manufacturer, the work includes surface preparation of the concrete deck and installation of 2" rigid insulation board and crickets/saddles adhered to the concrete deck as needed. To include upper roof. The concrete slab is presumed to be structurally sloped.	1	LS	\$ 31,205.03
9.0	Installation of 60 MIL TPO Membrane System	To include a one-layer 60 MIL fully adhered membrane per the manufacturer, NOA's and HVHZ requirements. This includes detailing 'ALL' curbs, penetrations, flashing, terminations, corners, metal coping, scuppers, pitch pans, split pipe boots drains, line jacks, support stands, metal flashing etc. The contractor must use approved products by the manufacturer and provide specification data sheets to the EOR. To include upper roof. In order to achieve a 20-year manufacturer NDL labor and materials warranty.	1	LS	\$ 36,777.53
10.0	Installation of TPO-type walkway pads	Work includes to install new walkway pads	400	LF	\$ 8,866.34
11.0	Re-install drains.	Referring to Rings and Baskets.	2	EA	\$ 1,278.94
12.0	Remove and Replace of Stucco	Throughout the perimeter walls of the flat roof or as required for all flashing detail work. Work includes priming and finishing coating.	1	LS	Not included
13.0	Install capping cap for parapet wall	Installation of a custom fitted stainless steel wall cap around the entire perimeter of the roof parapet wall.	470	LF	\$ 25,098.83
14.0	New "upsized" overflow scuppers	12 existing scuppers on the roof measuring approximately 2" in diameter. Work to include installation of new overflow square scuppers to 4"x4".	12	EA	\$ 5,401.13
15.0	Removal & Replacement of existing VTRs	Work to include surface preparation to install new, corrosion resistant flashing around new VTRs.	1	LS	\$ 1,374.62
16.0	Metal Drip Edge	Removal and disposal of existing drip edge. Work includes new drip edge installation on upper roof.	1	LS	\$ 2,658.85
17.0	Installation of new Aluminium Adjustable Stands	Work to include the removal & disposal of ALL existing stands. To include the installation of new aluminum adjustable stands with new aluminum I-Beams. Sign and seal shop drawings by a qualified professional engineer. Show fabrication and installation details and include calculations for equipment supports are to be included. All stands should be accommodated for 3 units per stand with adequate spacing between units. 32 stands are to be removed and replaced. To include the installation of vibrator isolator pads between the CU and the stands.	1	LS	\$ 162,500.00
18.0	Refrigerant Piping Insulation	Include removal and replacement of ALL rooftop levels (from the condensing units to the interior of the gooseneck) refrigerant piping insulation/UV Coating with new per FBC - Energy Conservation. Goosenecks are to be adequately sealed upon completion. The contractor is to provide a submittal to the engineer for review and approval. Total of 8 stacks.	1	LS	\$ 6,240.00
19.0	Removal and replacement of Local HVAC Disconnects and Wiring	Remove and replace the Condensing Unit/HVAC disconnect and unit. Replacement units shall be at minimum rated NEMA 3R for exterior use in wet environments. The contractor shall size disconnects to match existing. Total of 96 units are on site.	96	EA	\$ 835.00

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20.0	Removal and replacement of Local HVAC Junction boxes Supports	Replacement of supports must be rated for exterior use in exposed or wet environments and meet the necessary load-bearing requirements. The contractor shall ensure the new supports are compatible with existing conjunction boxes configurations and adequately sized to match the existing system layout. Proper grounding and waterproofing/flashing shall be included. Total of 96 units are on site	1	LS	\$ 11,520.00
21.0	Installation of Hurricane tie-down kits	"BMI" international hurricane tie-down kits to each roof top unit. One rubber vibration pad on all four corners of each rooftop A/C condensing unit that requires.	1	LS	\$ 11,520.00
22.0	Allowance for miscellaneous	Allowance for miscellaneous Mechanical, Electrical, and Plumbing required to perform work (including Lighting, Piping, possible gutters, etc.).	1	LS	\$ 6,000.00
LEGEND: SF – Square Feet, LS – Lump Sum, EA – Each, LF – Linear Feet, CF – Cubic Feet					
<b>TOTAL COST (BASE BID):</b>					\$ 421,198.52
<b>ESTIMATED PROJECT DURATION (BASE BID):</b>					21 working days (weather/permit dependent) - Start date dependant on permit issuance.

### C. Additional Repairs: Options & Price Work

ITEM #	AREA	DESCRIPTION	QTY TYP	UNIT COST	BID AMOUNT
A-1	Protection Film	Installation of 60 MIL TPO with protection film. Submittal Required.	1	LS	No Included
A-2	Installation of 80 MIL TPO Membrane System	To include a one-layer 80 MIL fully adhered membrane per the manufacturer, NOA's and HVHZ requirements. This includes detailing 'ALL' curbs, penetrations, flashing, terminations, corners, metal coping, scuppers, drains, support stands, metal flashing etc. The contractor must use approved products by the manufacturer and provide specification data sheets to the EOR. To include upper roof.  In order to achieve a 20-year manufacturer NDL labor and materials warranty.	1	LS	\$ 5,768.63
A-3	Protection Film	Installation of 80 MIL TPO with protection film. Submittal Required.	1	LS	Not Included
A-4	Abandoned mounled structures & misc. Items	Work includes removing and disposing of any abandoned structures or or any obstructions. Work includes repairing anchor holes left behind if any.	3	EA	Not Included
A-5	Upgrade to 3/4" thick insulation	Remove existing insulation lines. Install new 3/4" thick insulation lines.	1	LS	\$ 1,500.00
A-6	Removal and replacement of threshold for roof access door	Work includes the removal and disposal of existing metal threshold. Work also includes surface preparation before the instalment of new aluminum corrosion-resistant threshold.	1	EA	\$ 441.47

### D. Unit Cost Items

ITEM #	AREA	DESCRIPTION	ESTIMATED QTY	QTY TYPE	UNIT COST
U-1	Partial Depth Concrete Repair - 5" max	Restore damage on top of concrete slab	1	SF	NA
U-2	Full Depth Concrete Repair	Restore damage concrete slab	1	SF	NA
U-3	Concrete Crack Repair - Gravity Feed Epoxy	Repair cracks at concrete	1	LF	NA
U-4	Rebar Rust Spot Repair	Restore concrete spot repair	1	EA	NA
U-5	Stucco Crack Repair	Repair cracks at stucco	1	LF	NA
U-6	Stucco Repair	Stucco Repaired area	1	SF	NA
U-7	AC Stand Leg Replacement	Replacement of one AC leg	1	EA	NA
U-8	Refrigerant Piping Repair	Work to include refrigerant recovery/storage and replacement	1	EA lines†	NA
U-9	Condensing Unit Dettach/Reattach	Work to include refrigerant recovery/storage and replacement	1	EA	NA
U-10	Addition of Service receptacle at HVAC support Stand	Add service receptacle at HVAC Support Stand. Shall be installed in an accessible location within 25-ft per NEC	1	EA	NA
U-11	Removal and replacement of Local HVAC Disconnects and Wiring	Remove and replace the Condensing Unit/HVAC disconnect and unit. Replacement units shall be at minimum rated NEMA 3R for exterior use in wet environments. The contractor shall size disconnects to match existing.	1	EA	NA
U-12	Removal & Replacement of existing VTRs	Work to include surface preparation to install new, corrosion resistant flashing around new VTRs.	1	EA	15,70.73
U-13	Paint	Paint repaired area	1	SF	NA
U-14	Hourly Labor Rate	Standard Hourly Rate including OH&P, Taxes and insurance.	1	Hour	\$ 87.00
U-15	Material Cost Plus	Mark-up percentage on materials	1	%	30
U-16	Subcontractor Cost Plus	Mark-up percentage on Subcontractor	1	%	NA
U-17	Equipment Rental Cost Plus	Mark-up percentage on Equipment	1	%	30%

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E. Questions for Contractor		
		Contractor Response:
<b>Time</b>	What is the anticipated start date (month and year) of the project should you be awarded the project?	January-February 2024, weather/permitting
<b>Insurance</b>	Liability Insurance Carrier Name:	McGriff Insurance Services LLC
	Liability Insurance Limits: (Each Occurrence)	See Sample COI
	Workers Compensation Carrier Name:	See Sample COI
	Workers Compensation Limits:	See Sample COI
<b>Subcontractors</b>	Does your company utilize subcontractors? If yes, list all subcontractors that would be used for the project. (Concrete, HVAC, plumbing, painting etc).	Name: Coral Aire Services Contact: Area of Work: HVAC Name: N/A Contact: Area of Work: Name: N/A Contact: Area of Work: Name: N/A Contact: Area of Work:
<b>Warranty</b>	Do you provide a warranty on your work? If yes, please detail the terms. Please include the manufacturer's name and warranty as well.	2 Year Best Roofing Workmanship Warranty & 20 Year Manufacturer Warranty
<b>Damage</b>	Describe your policy and contingency for any interior damage sustained to a unit as a result of repair work	inspection to identify all existing conditions. To the extent Best Roofing causes any dam
<b>General Conditions</b>	In the event that the actual repair quantities exceed the contracted scope of work, please describe your proposed method for the inclusion of General Conditions ("GC") into the Change Orders. (i.e. after exceeding 10% of additional quantities for a repair, a GC of 20% will be added to the Change Order).	ork causing unnecessary trips; trips back to the job to repair openings created after wo
<b>Weather</b>	Does your company have a hurricane preparedness plan? If so please provide.	je of the materials and equipment damaged as a result of leaving these assets (not offloading th
<b>Manpower</b>	How big of a crew do you plan on having on a daily basis?	10 man crew

General Conditions: When items are required in addition to the outlined "Scope of Work", refer to Additional Work Authorization Form to be provided by Best Roofing. Additional charges may result from any of the following: Addition or deviation from the specifications herein described, damage to our work by others; temporary protection of the building not originally included, in this work order; premature notice to start work causing unnecessary trips; trips back to the job to repair openings created after work is complete; material and equipment off-loads from roof due to acts of God (such as tropical storms and hurricanes), debris removal by others required by local laws, and any labor required to be done outside of normal business hours. Best Roofing is not required to do additional work unless a proper Additional Work Authorization Form has been executed by Owner and/or Owner's Representative.

Weather: Yes. a. If the path of a Hurricane ("Cone") is forecasted to make land fall within three (3) days, a decision must be made to secure, or offload the project. It is specifically understood that the value of the materials and equipment damaged as a result of leaving these assets (not offloading the project) will be the responsibility of the entity noted in the contract document. Additional charges will be handled by change order based on actual time and verifiable expenses incurred.

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**ADDENDUM TO CONTRACT BY AND BETWEEN  
INTRACOASTAL TOWER CONDOMINIUM ASSOCIATION, INC. (OWNER) AND  
BEST ROOFING SERVICES, LLC (CONTRACTOR)**

This Addendum has been executed in conjunction with the twenty-two (22) pages of proposed contract documents, dated December 10, 2024, and identified as Best Roofing Proposal #64932 (herein "Contract"), for the replacement of the roof at the Condominium (herein "Work") located at the Intracoastal Tower Condominium (herein the "Community"). Any conflict between the terms contained in the Contract and this Addendum shall be resolved in favor of this Addendum. There shall be no change in any of the provisions of the Contract or this Addendum, including the costs contained in the Contract, without the prior written approval of all parties.

1. The name of the Owner in the Contract shall be revised to read "Intracoastal Tower Condominium Association, Inc.", to reflect the proper corporate name of the Owner.

2. **Owner's Representatives.** Owner has selected Marcon Forensics, LLC as its Representative in connection with the Work (hereinafter "Representative"). However, Owner has the right to and may change its Representative, as the Board of Directors of Owner may deem necessary and/or desirable. Owner shall also have the right, at its discretion and at any time or times selected by it during the Work period, to have any other independent expert, engineer, consultant, inspector, general contractor or appropriate specialty contractor act as its Representative, and examine the quality of material and workmanship being provided by Contractor, as well as the Work's adherence to the Contract Documents and standards.

3. **Date of Commencement and Time of Completion:**

(A) **Commencement Date:** The Work shall be commenced not later than thirty business (30) days after receipt of all necessary permits, and receipt of materials ("Date of Commencement"), time being of the essence. Contractor shall apply for all permits necessary to conduct the Work within five (5) business days after all Parties have signed the Contract and this Addendum, and it has received the Deposit, and all executed applications/documentation from Owner required to apply for the permits. Permit fees, if any, will be paid by Owner at actual cost without mark-up, not including administrative fee. Contractor shall not incur any permit expediting fees without the prior written approval of Owner.

(B) **Substantial Completion:** Subject to delays associated with Section 11 of the Contractor's proposal, substantial completion of the Work shall be achieved not later than twenty-one (21) working days from the Date of Commencement, time being of the essence. ("Substantial Completion" shall mean when the entire Work under the Contract, excluding punch list items, is complete, and such Work is fit and suitable for use for its intended purpose.) Contractor, in agreeing to complete the Work within the time herein mentioned, has taken into consideration and made allowances for all hindrances and delays incident to its Work. If, however, Contractor is delayed at any time in the progress of the Work by changes ordered in such Work, or delays associated with Section 11 of the Contractor's proposal, the extension of time shall be in direct relation to the delay event, as agreed to by Contractor and Owner's Representative.

(C) **Final Completion:** Final Completion of the Work shall be achieved when Contractor has: (i) Conditioned on receipt of Final Payment, Delivery to Owner of all warranties as described in



the Contract, final certifications, and similar documents; (ii) Completed all Punch List items of the Work; (iii) all Work has been fully inspected and accepted by Owner and any governmental authorities required to inspect the Work, and all permits have been closed and proof of same has been provided to Owner; (iv) Removed temporary facilities from the site, along with its tools and similar elements; (v) Completed final clean up including repaired, replaced and restored any items (including, without limitation, any real or personal property) to the extent damaged by Contractor, any subcontractor, or anyone directly or indirectly controlled or employed by any of them, or by anyone for whose acts any of them may be liable, as a consequence of or in connection with performing the Work; (vi) Provided payment was duly made in accordance with the Contract, Delivery to Owner of the Final Releases and Waivers of Lien from all subcontractors, laborers, suppliers; and (vii) Delivered to Owner a Contractor's Final Payment Affidavit from Contractor in accordance with Section 713.06, F.S., and all sub and sub-subcontractors performing any portion of the Work through an agreement with Contractor. Owner will not make Final Payment to Contractor until all conditions precedent as outlined above have been satisfied, as confirmed by Owner's Representative. Final Completion shall be achieved within twenty (20) days from Contractor's receipt of the Punch List, time being of the essence.

(D) Time is of the essence with respect to this Contract, and any breach of same shall go to the essence hereof.

(E) **Liquidated Damages:** In the event Contractor does not achieve Substantial Completion or Final Completion of the Work as defined in Paragraph 3(B) above, the Parties acknowledge that any delay beyond the scheduled date of Substantial Completion or Final Completion may cause grave injury and damage to Owner by virtue of loss of use, extension of overhead costs, additional costs of engineers, consultants and otherwise. Due to the difficulty in determining damages for failure to timely complete all Work under the Contract, all Parties agree that Contractor's failure to timely complete all Work, as provided under the Contract, shall subject Contractor to liquidated damages for each working day that such Work remains incomplete at a daily rate of Two Hundred (\$200.00) Dollars, which may be deducted by Owner from any payments due to Contractor. Owner and Contractor acknowledge and agree that the amount of liquidated damages is reasonable, fair and does not constitute a penalty. Contractor shall be entitled to an extension of time and relief from liquidated damages to the extent that additional work not included in the Work is authorized by Owner in accordance with a properly executed change order or in the event there are excusable delays associated with Section 11 of the Contractor's Proposal.

(F) **Delays and Extension of Time: Absent negligence or intentional misconduct of others and** notwithstanding anything to the contrary set forth in the Contract, Contractor shall not be entitled to any claim for damages on account of hindrance or delays from any cause whatsoever including, without limitation, acts of God, or due to changes ordered in the Work, as well as for a force majeure event as further defined hereunder (hereinafter collectively referred to as the "Delay Occurrences"), and such Delay Occurrences shall only entitle Contractor to receive an extension of time for Substantial Completion and Final Completion of the Work as referenced above as its sole and exclusive remedy, unless such delays result in direct increased costs to Contractor. An extension of time to complete the Work shall be determined by Owner's Representative and Contractor, following written notice of the cause of said act, hindrance, or delay, including but not limited to, weather delays within five (5) business days after commencement of the delay. Owner shall act reasonably in granting Contractor's extensions of time for delays. All extensions of time shall be authorized only by a written change order executed by Owner. The term "*force majeure*" shall further include, by way of example, and not a limitation, a tropical storm, hurricane, the declaration of a state of emergency by the authority having jurisdiction over the locale in which the Premises are located



regarding any infectious disease outbreak, pandemic, biological or chemical contamination, or similar public health risk, or other similar occurrence. Once a force majeure event occurs, neither Party shall be liable for any delays in performance during the time the force majeure event remains in existence. Notwithstanding the foregoing, each Party agrees to make a good faith effort to perform its obligations under the Contract.

**4. Contract Sum and Payments:**

(A) The Contract Sum of **\$421,198.52** is based on the scope of Work and Contractor agrees to organize, coordinate, administer, supervise, and direct all portions of the Work based upon this sum and the payment schedule. Absent unforeseen circumstances, differing site conditions, Owner shall not be liable for any cost increases associated with labor and material that arise during the course of the Work, unless agreed to in writing. Upon completion by Contractor of any stage of the Work requiring payment under this Contract, Contractor will provide written notice to Owner that such Work is completed and payment thereof shall be due within thirty (30) days of receipt of such notifications, unless Owner has any objections to the Work as provided hereunder.

(B) All unit price items of Work set forth in the Project Manual include, without limitation, all materials, equipment, labor, delivery, installation, all general conditions, general requirements, mobilization, overhead, profit and any other administrative fee, expense or cost in connection with, or incidental to, the performance of that portion of the Work to which such unit prices apply. Owner and Contractor acknowledge and agree that the Contract Sum can be greater or less than the specified amount and is dependent upon the unit price quantities performed and approved by Owner. If additional or fewer unit quantities are required to complete the Work as directed by Owner's Representative, the Contract Sum will be adjusted accordingly based on the unit prices set forth in the Project Manual and the Contract time to Substantially Complete the Work will be proportionately extended or decreased as reasonably determined by Owner's Representative. Contractor further acknowledges and agrees that it will only be compensated for those actual quantities of Work performed and approved by Owner's Representative.

(C) Upon completion of any stage of the Work requiring payment under the Contract, all Work will be inspected by Owner's Representative, and all inspections completed which are necessary to validate any Manufacturer's Warranties of Work and materials. Any objections to Work performed shall be provided in writing to Contractor within ten (10) days of the Representative's receipt of Contractor's Application for Payment. If no objections are made within this period, then payment shall be tendered to Contractor within ten (10) days of the Representative's certification of the Application for Payment, but not later than fifteen (15) days from the Representative's receipt of the Application, and Contractor shall submit simultaneously a Progress Payment Affidavit, Partial Release of Lien, or, if completion on a building is final, a Contractor's Final Payment Affidavit pursuant to Section 713.06, F.S., or any other forms as may be required by Florida Construction Lien Laws, on forms which Owner shall provide, indicating that all subcontractors, laborers, materialmen and suppliers have been paid for the Work completed on a building. If Contractor is notified of any objections, defects or deficiencies noted in the Work performed, any such defective Work shall be remedied by Contractor within a reasonable period before Contractor is entitled to payment for the Work identified as defective. If defective Work is not remedied within a reasonable time frame, or Contractor fails to make payments to subcontractors, laborers or material suppliers for which Owner made payment in accordance with the Contract, Owner shall have the option, after ten (10) days' written notice to Contractor, and without prejudice to any other remedy it may have, to provide for the Work to be completed by another contractor, or to terminate the Contract. If the expenses of finishing the Work hereunder shall exceed



the Contract Sum, Owner shall be entitled to look to Contractor for reimbursement.

(D) The payment terms of the Contract shall be revised as follows:

-20% of the total contract sum of \$421,198.52 shall be due as a deposit upon execution of this Agreement and this Addendum by all Parties;

.20% of the total contract sum of \$421,198.52 shall be due upon mobilization.

-50% of the total contract sum of \$421,198.52 shall be due upon Substantial Completion of the Work, as approved by Owner;

-10% of the total contract sum of \$421,198.52 shall be held as retainage and due as Final Payment only upon Final Completion of the Work.

Notwithstanding anything contained in the Contract, interest shall only accrue for an unpaid balance if there are no objections to the Work, with such objections being conveyed to the Contractor in the manner provided in Paragraph 3(c) of this Addendum.

(E) **Final Payment:** Notwithstanding anything to the contrary set forth in the Contract, Owner shall withhold, as a retainage, ten (10%) percent of the Contract Sum, which shall be paid to Contractor as Final Payment only upon Contractor's Final Completion of the Work as provided in Paragraph 3(C) above. Owner will not make Final Payment to Contractor until all conditions precedent as outlined in Paragraph 3(C) above have been satisfied.

(F) Neither the Final Payment nor any provision of this Contract, nor partial or entire use of occupancy of the Premises by Owner, shall constitute an acceptance of the Work not performed in accordance with the Contract, or relieve Contractor of liability in respect to any express or implied warranties or responsibilities for any faulty materials or workmanship, which shall be replaced in accordance with the terms of Contractor's warranty contained in the Contract.

(G) Notwithstanding any other provisions of this Contract, Owner may refuse to make payment of the full amount of any payment due to Contractor hereunder if claims have been made against Owner to the extent of alleged claims relating to Contractor's performance of the Work or liens have been filed in connection with the Work, for which Owner has made payment to Contractor or there are other items entitling Owner to a set-off against the amount then due, but Owner must give Contractor prompt written notice stating the reasons for such actions.

5. Paragraph #5, entitled "Warranty" under the "Clarifications v.6.28.203" heading on Page 13 of the Contract shall be revised to include the following:

(A) Contractor warrants to Owner that all materials incorporated in the Work will be new unless otherwise specified and that all Work will be of good quality, free from faults and defects and in conformance with the Contract, including, but not limited to, any applicable Building Code requirements and standards. All Work not conforming to these standards may be considered defective. Contractor expressly warrants and guarantees all workmanship and materials provided under the Contract for a period of two (2) years from the date of Final Building Completion of the Work on each building.

(B) Contractor further warrants that it will comply with all application and other requirements of each producer or supplier of materials and will ensure that any inspections or other

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requirements of a producer or supplier for a warranty of the materials takes place. Contractor shall also furnish, assign and pass-through at Final Building Completion, via a written instrument to Owner, all Manufacturers' warranties applicable to any of the labor and/or materials incorporated into the Work. Contractor is responsible to ensure that all such Manufacturers' warranties are assignable and transferrable in the name of Owner. In addition, Contractor shall ensure that Owner receives, in Owner's name, all available warranties from any and all subcontractors, laborers, suppliers of materials, Lienors or materialmen used in connection with the Work.

(C) Contractor hereby agrees that during the above-referenced warranty period, any flaws or deficiencies in either Work or material shall be corrected and/or replaced and restored to first class working order by Contractor. After ten (10) business days' written notice to Contractor of any claim under the warranty, should Contractor fail or refuses to schedule repairs, Owner may pursue legal action to enforce this paragraph and/or perform the Work and/or secure additional material, and if Owner is the prevailing party in a breach of warranty action, This obligation shall survive termination of the Contract. If Contractor defaults in the performance of any of its warranty obligations, it shall be responsible for all damages, fees or costs incurred by Owner in enforcing the provisions of this Paragraph, including, but not limited to, all attorneys' fees, engineering and consulting fees or other expenses incurred. Without limiting the generality of the foregoing, if any warranty repairs are not performed within the specified time, emergency repairs performed by others shall not void the warranty and Contractor shall reimburse Owner for all costs incurred in connection with the performance of such repairs.

6. Paragraph #29, entitled "Insurance" under the "Clarifications v.6.28.203" heading on Page 19 of the Contract, shall be deleted in its entirety and replaced with the following:

(A) Contractor shall maintain and furnish insurance policies with the following limits: (a) Commercial General Liability Insurance of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate, and \$2,000,000.00 aggregate for products-completed operations hazard; (b) Comprehensive Automobile Liability Insurance for owned, hired and non-owned vehicles in an amount not less than \$1,000,000.00 combined single limits per occurrence; (c) Employer's Liability Insurance with policy limits of not less than \$1,000,000.00; and, (d) Umbrella Liability Insurance of \$5,000,000.00 over primary insurance. All insurance policies of Contractor shall be primary and noncontributory to any of Owner's insurance policies. Contractor shall also maintain proper worker's compensation insurance and no individual employee or representative of Contractor exempt from worker's compensation insurance under Florida law shall perform Work at the Premises. Contractor shall ensure that all parties entering the Premises or responding to the direction, either directly or indirectly, of the Contractor, shall carry worker's compensation insurance and, in the event of non-coverage, the Contractor shall defend, hold harmless, and indemnify Owner for any claim such party may bring against Owner. Contractor shall name Owner as an additional insured on all liability policies, at no charge to Owner, and shall keep such insurance policies in full force and effect during the entire course of the Work to be performed. Notice of policies lapsed or cancelled shall be given by Contractor to Owner immediately upon notice from insurance companies. Contractor shall perform no Work under this Contract during such time as such insurance policies are not in full force and effect. All subcontractors doing any portion of the Work by, through or under Contractor must also maintain the minimum insurance coverages with limits of not less than those set forth in the Contract Documents, for the entire course of the Work to be performed. The requirements of the Contract Documents pertaining to Association being named as an additional insured in the Contractor's required



coverages and the Contractor furnishing proof of insurance shall also apply to any subcontractor doing any Work on the Premises. Prior to commencing any Work, Contractor shall furnish a copy of the Certificates of Insurance evidencing the required insurance coverages for itself and any subcontractors for approval by Owner.

7. **Hold Harmless and Indemnification:** To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless Owner and its directors, officers, members, agents, and employees (“Indemnified Parties”) from and against all claims, damages, injury, losses, costs and expenses, including but not limited to attorneys’ fees (at both the trial and appellate levels), arising out of or resulting from performance of the Work, provided that such claims, damages, losses, costs or expenses are caused, by the negligence or intentional misconduct of Contractor, any subcontractor, or anyone directly or indirectly employed or controlled by them, or anyone for whose acts they may be liable, and to the extent of such negligence acts or omissions The indemnification obligation under this paragraph shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. The foregoing indemnity from Contractor shall be applicable to all losses, damages, expenses, liens or claims for damage or injury to any person or property, correcting defective Work resulting from the negligence, recklessness or intentional misconduct of Contractor, and persons employed or utilized by Contractor relating to the performance of Work as described in this Contract. This provision shall survive the termination or expiration of this Contract.

8. Contractor shall not deviate or proceed with any work not expressly covered under the Contract, unless such work has been specifically authorized by Owner in writing. If additional work not contemplated in the Contract is required in order for Contractor to fully perform under the Contract, prior to ordering any additional work which may lead to cost overruns and unanticipated expenses, Contractor shall secure the written consent of Owner.

9. Contractor shall give all notices and comply with all local ordinances, requirements of city and county codes, including, but not limited to, the Florida Building Code, and of federal and state authorities, which are applicable to any Work performed under the Contract. All Work undertaken under the Contract shall be in compliance with all code requirements, guidelines and standards applicable to such Work before Final Payment is tendered. Contractor shall secure all permits, inspections, and licenses necessary for the execution of any portion of the Work to be performed under the Contract, unless otherwise agreed by the Parties hereto, in writing. Contractor shall obtain and maintain in full force and effect during the entire term of this Contract, at its sole cost and expense, any and all licenses and certificates to the extent required by federal, state or local law for the performance of any portion of the Work under this Contract.

10. **Supervision:** Contractor shall supervise and direct the Work using its best skill and attention, and it shall be solely responsible for all means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract. Contractor shall at all times enforce strict discipline and good order among its employees, subcontractors and laborers, and shall not employ, hire or contract for any portion of the Work any unfit person or anyone not skilled in the task assigned to him or her. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. It shall take all reasonable protection to prevent damage, injury or loss to: (1) all employees, subcontractors and laborers

performing the Work and other persons who may be affected thereby; (2) all the Work and all materials and furnishings to be incorporated therein; and, (3) other property at the site or adjacent thereto. Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and orders of any public authority including but not limited to O.S.H.A., bearing on the safety of persons and property and their protection from damage, injury or loss.

11. **Subcontractors/Suppliers:**

(A) Contractor shall provide to Owner, within ten (10) days prior to the Commencement of Work, all Parties, a complete list of all subcontractors, if any, utilized by Contractor in the performance of the Work, as well as a complete list of all material suppliers for each portion of the Work. All subcontractors shall be subject to prior written approval by Owner and approval will not be unreasonably withheld. The consent of Owner shall be conditioned upon, but not limited to, Contractor naming Owner as a primary, intended third party beneficiary in the subcontract. In the event Contractor utilizes a subcontractor and/or enters into a subcontract, Contractor shall be deemed to have automatically assigned to Owner any and all of the subcontractor's guarantees and warranties and assigned to Owner contract rights relating to the enforcement of the subcontract, whether or not such assignments are expressed in or referred to in the subcontract or any separate document.

(B) Contractor shall ensure that all subcontractors and laborers performing any portion of the Work at the Premises: 1) are competent and qualified to perform the Work; 2) maintain all permits and licenses/certifications necessary for the execution of the Work to be performed under the Contract; 3) maintain proper liability and worker's compensation insurance coverage; and, 4) that their Work complies with all relevant local, city, county, and state regulations and ordinances applicable to the Work.

12. Contractor shall store and park materials, equipment, tools and vehicles only in those areas designated by Owner. . Absent theft, or vandalism, Contractor shall be responsible to secure, safeguard and protect its tools, materials and equipment and that of any subcontractor from damage or theft during performance of the work, within the sole and exclusive control of the Project.

13. **Clean-up:** Contractor shall cause no waste to the Premises or adjoining property in the performance of the Work, and at all times shall keep all premises where Work is performed free from accumulation of waste materials or rubbish caused by its operations. At the completion of the Work, Contractor shall remove all its waste materials and rubbish from and about the Premises as well as its tools, equipment, machinery and surplus materials and return all affected areas of the property to a broom clean condition. Contractor shall not dispose of any toxic or hazardous waste products at the Premises or any of the adjoining property, and shall comply with all Federal, State and Local regulations, including, but not limited to environmental guidelines and regulations such as that of the Environmental Protection Agency in disposing of all toxic or hazardous materials.

14. **Liens:** Upon receipt of payment from Owner for work performed, Contractor shall make payments promptly to its vendors and Lienors for any materials, equipment and labor used by it in the proper performance of its Work. Contractor shall save and keep the Premises and the land upon which it is situated free from all construction liens and all other liens by reason of its Work or any materials or other things purchased by it therein, provided that Owner has paid Contractor per the Contract. After written notice and reasonable opportunity to cure, if Contractor fails to remove such lien(s) by bonding it or otherwise, Owner may retain sufficient funds, out of any money due or thereafter to become due by Owner to Contractor to pay same and to pay all costs incurred by reason



thereof, including reasonable attorney's fees, court costs, the cost of any lien bonds that Owner may elect to obtain, and Owner may pay said lien(s) and costs out of any funds which are or which become due to Contractor and which are at any time in the possession of Owner. Notwithstanding anything to the contrary contained in the Contract, Contractor shall fully defend and indemnify Owner from all costs and expenses (including reasonable attorney's fees and costs) and any liability incurred in connection with any subcontractor or materialman lien or claim, or any construction and/or equitable lien for Work done by other Lienors claiming by, through or under Contractor, against the Premises as a result of Contractor's failure to pay for materials and sub-contractors, provided Owner has paid amounts due Contractor under the Contract.

15. Should adverse conditions such as severe storms or hurricanes be forecasted, Contractor shall expeditiously take all necessary precautions to secure the Work site, including, without limitation, by removing or otherwise properly securing any equipment, materials or supplies, which could be moved by the winds and become projectiles, as well as by protecting all exposed areas from damage. Contractor shall ensure that the building and the Work remain watertight during inclement weather conditions. All precautionary measures and removal of such apparatus associated with providing all necessary precautionary measures shall be provided by Contractor and billed on a time and materials basis as set forth in the rates in Contractor's Proposal. Contractor shall be responsible for promptly restoring the Premises and repairing any damage resulting from Contractor's sole failure to comply with the foregoing obligations.

16. Contractor shall exercise reasonable care to avoid damage to any property (real or personal) in the performance of any Work provided under the Contract. Contractor shall be responsible to Owner for the negligence, omissions, and intentional misconduct of its employees, laborers, subcontractors and their agents and employees, and other persons performing any of the Work at the direction of Contractor, including with regard to damages to any persons or property.

17. This Contract, along with all referenced exhibits, constitutes the full and complete agreement between the Parties regarding its subject matter and supersedes all earlier and simultaneous agreements, oral or written, regarding the subject matter. If any provisions under the Contract become illegal, null or void for any reason, the remaining portions shall remain in full force and effect. The Contract is the joint product of the respective Parties and, in the event of a dispute, may not be more strictly construed against any party hereto.

18. Contractor shall not let, assign or transfer this Contract or any part thereof, or any interest therein, without the prior written consent of Owner.

19. Neither Owner's review, approval nor payment for any Work rendered under the Contract shall be construed to operate as a waiver of any rights under the Contract of any cause of action arising out of the performance of the Contract, and Contractor shall be and remain liable to Owner in accordance with applicable laws for all damages to Owner caused by Contractor's failure to properly perform any portion of the Work furnished under the Contract. The rights and remedies of Owner provided for under the Agreement are in addition to other rights and remedies provided by law.

20. No failure of Owner to exercise any power or right given hereunder or to insist upon strict compliance by Contractor with any of its obligations under the Contract, and no custom or practice of the Parties at variance with the terms of the Contract, shall constitute a waiver or variation of the right of Owner to demand exact compliance with the terms. Likewise, Contractor's failure to demand strict compliance with any terms of the Contract shall not act as a waiver of any of its rights

or obligations hereunder, nor shall it act as a waiver to demand strict compliance from Owner.

21. Attorneys' Fees/Jurisdiction/Venue: The Parties select litigation in a court of competent jurisdiction as the method of dispute resolution, if they cannot resolve any claim/dispute arising out of or relating the Contract and this Addendum. If either Party shall seek legal action to enforce the terms and conditions hereof, or to settle any and all claims, disputes or other matters in question arising out of or relating to the Contract and Addendum, the prevailing Party shall be entitled to recover reasonable attorneys' fees and costs, taxable or otherwise, at trial and through any and all court proceedings, including, but not limited, to any and all appeals, from the other Party. The prevailing Party shall also be entitled to attorneys' fees and costs incurred in any proceeding to address entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The Contract shall be subject to and construed in accordance with the laws of the State of Florida. Jurisdiction and venue for all disputes under the Contract and this Addendum shall be brought in a court of competent jurisdiction in Broward County, Florida.

2/6/2025

Dated this \_\_\_\_ day of \_\_\_\_\_, 2025, at Broward County, Florida.

**INTRACOASTAL TOWER  
CONDOMINIUM ASSOCIATION, INC.  
(OWNER)**

By: David Barbour  
Print: David Barbour  
Title: President      President  
2/6/2025  
Attest: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: Secretary

**BEST ROOFING SERVICES, LLC  
(CONTRACTOR)**

By: Anthony W. da Fonseca  
Print: Anthony W. da Fonseca  
Title: Authorized Agent of Contractor  
General Counsel & SVP  
1/31/2025