

PREPARED FOR: Mark Evans
Phone: (561) 839-0518
Email: mevans@castlegroup.com

PROJECT NAME: **Carlton House**
2701 S Ocean Boulevard
Highland Beach, Florida, 33487
Best Roofing Proposal # 62358



Best Roofing Services, LLC, a Florida licensed contractor (CCC018297) proposes to the Owner to perform in a workmanlike manner the roofing construction work as described.



October 24, 2023

Mark Evans

Phone: (561) 839-0518

Email: mevans@castlegroup.com

RE: **Carlton House**
2701 S Ocean Boulevard
Highland Beach, Florida, 33487
Best Roofing Proposal # 62358

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.

___ **Option One:**

- **Main Roof - Tear off Existing Roof System down to Lightweight Concrete and Install a Twenty (20) Year 115 MIL TPO FleeceBack Energy Efficient Roof System adhered directly to Lightweight Concrete and Concrete Deck.**
- **Porte Cochere – Prepare Existing Roof System to a Workable Surface and Install a Twenty (20) Year 115 MIL TPO FleeceBack Energy Efficient Roof System adhered directly to Concrete Deck.**

Two Hundred Seven Thousand Forty-Six Dollars 71/00 \$207,046.71

___ **Option Two:**

- **Main Roof - Tear off Existing Roof System down to Lightweight Concrete and Install a Twenty (20) Year 60 MIL TPO with 1/4" CoverBoard Energy Efficient Roof System adhered directly to Lightweight Concrete and Concrete Deck.**
- **Porte Cochere – Prepare Existing Roof System to a Workable Surface and Install a Twenty (20) Year 60 MIL TPO with 1/4" CoverBoard Energy Efficient Roof System adhered directly to Concrete Deck.**

Two Hundred Forty-Six Thousand Two Hundred Twenty Dollars 78/00 \$246,220.78

___ **Option Three:**

- **Main Roof - Tear off Existing Roof System down to Lightweight Concrete and Install a Twenty (20) Year 2-Ply Modified Roof System with 1/4" CoverBoard over Lightweight Concrete and Concrete Deck.**
- **Porte Cochere – Prepare Existing Roof System to a Workable Surface and Install a Twenty (20) Year 2-Ply Modified Roof System with 1/4" CoverBoard over Concrete Deck.**

Two Hundred Thirty-Nine Thousand Two Hundred Sixty-Five Dollars 66/00 \$239,265.66



- ___ **Option Four:**
- **Main Roof - Tear off Existing Roof System down to Lightweight Concrete and Install a Twenty (20) Year 3-Ply Modified Roof System with 1/4" CoverBoard over Lightweight Concrete and Concrete Deck.**
 - **Porte Cochere – Prepare Existing Roof System to a Workable Surface and Install a Twenty (20) Year 2-Ply Modified Roof System with 1/4" CoverBoard over Concrete Deck.**
- Two Hundred Sixty Thousand Eight Hundred Sixty Dollars 12/00 \$260,860.12**
- ___ **ADD: Gutters and Downspouts \$20,979.00**

Best Roofing looks forward to providing 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**, or you can contact me on my cell phone at **954-812-1977** Your Best Roofing Investment Team. We Solve Roof Problems.

Casey Fletcher
Vice President
Best Roofing

CURRENT ROOF CONDITION

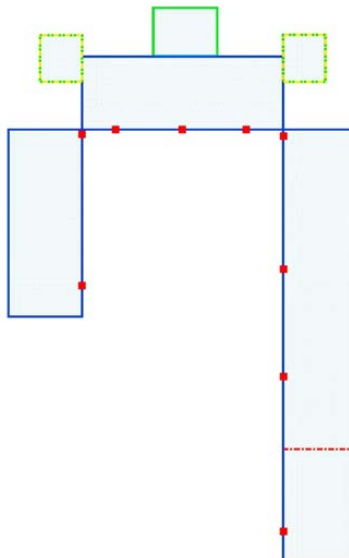


SCOPE OF WORK

Option One:

115 MIL TPO FB adhered direct to LWIC/Concrete

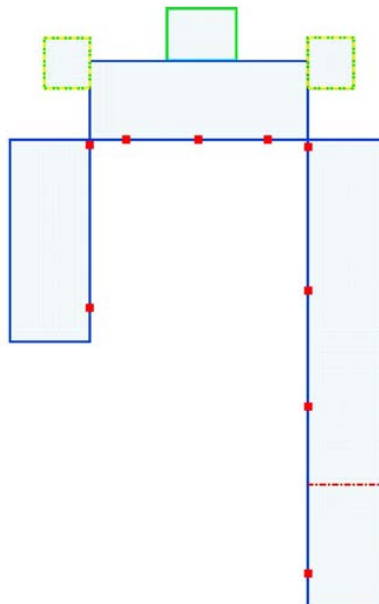
Length	1,091.33	LF
Please Enter Bid#: 62358	11,887.64	SF
Engineering & Testing	11,887.64	SF
Permit for Highland Beach	11,887.64	SF
Set-up & Support	11,887.64	SF
Scarify Concrete on Porte Cochere	540.00	SF
Crane General Conditions	11,887.64	SF
Equipment	11,887.64	SF
20 Year NDL Warranty	11,887.64	SF
Sweep Existing Gravel	11,347.64	SF
Remove 1/2" Fastened to LWIC over Concrete	11,347.64	SF
Remove: Flashing below 3'	902.00	LF
Remove: Gravel Stop	216.33	LF
Remove: Penetrations	45.00	EA
MOD Tie In	11,887.64	SF
Energy Efficient Roof System - to LWIC/Concrete	11,347.64	SF
Energy Efficient Roof System over Concrete Deck	540.00	SF
18" Wall Flashing with Counterflashing	875.00	LF
Metal Roof Edge W/Heat Weld Cover Strip and Cleat	216.33	LF
Refasten Existing Wood Nailer @ Open Edge	149.33	LF
TPO Expansion Joint	30.60	LF
Gooseneck Flashing	8.00	EA
Pitch Pocket Penetration Flashing	8.00	EA
Premolded Penetration Flashing	29.00	EA
Coated Metal Wall Scupper	9.00	EA



Option Two:

60 MIL TPO w/ 1/4" CB adhered direct to LWIC/Concrete Deck

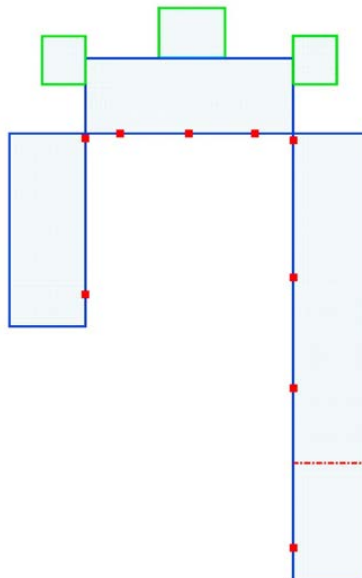
Length	1,091.33	LF
Please Enter Bid#: 62358	11,887.64	SF
Engineering & Testing	11,887.64	SF
Permit for Highland Beach	11,887.64	SF
Set-up & Support	11,887.64	SF
Scarify Concrete on Porte Cochere	540.00	SF
Crane General Conditions	11,887.64	SF
Equipment	11,887.64	SF
20 Year NDL Warranty	11,887.64	SF
Sweep Existing Gravel	11,347.64	SF
Remove 1/2" Fastened to LWIC over Concrete	11,347.64	SF
Remove: Flashing below 3'	902.00	LF
Remove: Gravel Stop	216.33	LF
Remove: Penetrations	45.00	EA
MOD Tie In	11,887.64	SF
(1) 1/4" x 4' 0" x 4' 0" Cover Board	11,347.64	SF
Energy Efficient Roofing System over LWIC/Concrete Deck	11,347.64	SF
Energy Efficient Roof System over Concrete Deck	540.00	SF
18" Wall Flashing with Counterflashing	875.00	LF
Metal Roof Edge W/Heat Weld Cover Strip and Cleat	216.33	LF
Refasten Existing Wood Nailer @ Open Edge	149.33	LF
TPO Expansion Joint	30.60	LF
Gooseneck Flashing	8.00	EA
Pitch Pocket Penetration Flashing	8.00	EA
Premolded Penetration Flashing	29.00	EA
Coated Metal Wall Scupper	9.00	EA



Option Three:

2 Ply MOD w/ 1/4" CB over LWIC/Concrete

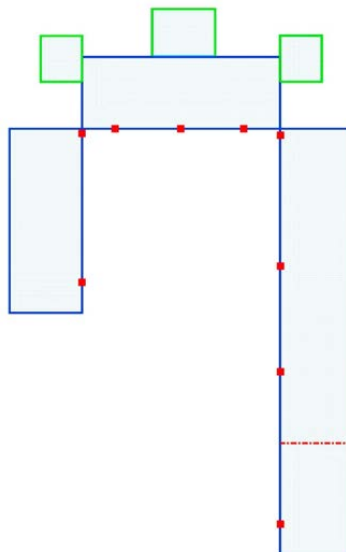
Length	1,091.33	LF
Please Enter Bid#: 62358	11,887.64	SF
Engineering & Testing	11,887.64	SF
Permit for Highland Beach	11,887.64	SF
Set-up & Support	11,887.64	SF
Scarify Concrete on Porte Cochere	540.00	SF
Crane General Conditions	11,887.64	SF
Equipment	11,887.64	SF
20 Year NDL Warranty	11,887.64	SF
Sweep Existing Gravel	11,347.64	SF
Remove 1/2" Fastened to LWIC over Concrete	11,347.64	SF
Remove: Flashing below 3'	902.00	LF
Remove: Gravel Stop	216.33	LF
Remove: Penetrations	45.00	EA
MOD Tie In	11,887.64	SF
(1) 1/4" x 4' 0" x 4' 0" Cover Board	11,347.64	SF
2 Ply Modified over LWIC/Concrete	11,347.64	SF
2 Ply Modified over Concrete	540.00	SF
MOD 18" Wall Flashing with Counterflashing	875.00	LF
Refasten Existing Wood Nailer @ Open Edge	149.33	LF
MOD Metal Roof Edge Detail	216.33	LF
MOD Expansion Joint Flashing	30.60	LF
MOD Gooseneck Flashing	8.00	EA
MOD Primary Scupper	9.00	EA
MOD VTR	29.00	EA
Liquid Pipe Wraps	8.00	EA



Option Four:

3 Ply MOD w/ 1/4" CB over LWIC/Concrete

Length	1,091.33	LF
Please Enter Bid#: 62358	11,887.64	SF
Engineering & Testing	11,887.64	SF
Permit for Highland Beach	11,887.64	SF
Set-up & Support	11,887.64	SF
Scarify Concrete on Porte Cochere	540.00	SF
Crane General Conditions	11,887.64	SF
Equipment	11,887.64	SF
20 Year NDL Warranty	11,887.64	SF
Sweep Existing Gravel	11,347.64	SF
Remove 1/2" Fastened to LWIC over Concrete	11,347.64	SF
Remove: Flashing below 3'	902.00	LF
Remove: Gravel Stop	216.33	LF
Remove: Penetrations	45.00	EA
MOD Tie In	11,887.64	SF
(1) 1/4" x 4' 0" x 4' 0" Cover Board	11,347.64	SF
3 Ply Modified over LWIC/Concrete	11,347.64	SF
2 Ply Modified over Concrete	540.00	SF
MOD 18" Wall Flashing with Counterflashing	875.00	LF
Refasten Existing Wood Nailer @ Open Edge	149.33	LF
MOD Metal Roof Edge Detail	216.33	LF
MOD Expansion Joint Flashing	30.60	LF
MOD Gooseneck Flashing	8.00	EA
MOD Primary Scupper	9.00	EA
MOD VTR	29.00	EA
Liquid Pipe Wraps	8.00	EA



WARRANTY TO BE PROVIDED:

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

NOTES:

- Engineering fees to obtain roofing permits are included.
- Base Permit and Permit Processing 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 **\$4,325.00** 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 (Motion 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 it is required to work Saturdays, Sundays, 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.

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.

UNFORESEEN CONDITIONS / UNIT PRICES (IF APPLICABLE): v.06.2023

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 Woodnailer	\$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
t. 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 on the cost associated with the completion of your project.

a. Remove and reinstall A/C unit on new aluminum stand (per FBC)	\$2,100.00 per unit up to 3 tons.
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)	\$750.00 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

EXCLUSIONS TO CONTRACT UNLESS NOTED IN THE SCOPE OF WORK

- | | |
|---|---|
| ✿ All Mechanical, HVAC and Electrical Work | ✿ Slope Roof |
| ✿ Plumbing Services, Snaking/Fish Tapping of Drains | ✿ Roof Hatch Replacement |
| ✿ Lighting Protection | ✿ Additional Roof Drains |
| ✿ Waterproofing or Restoration of Walls | ✿ Enlargement of Overflow Scuppers |
| ✿ Saturday, Sunday, Night Work, and Overtime | ✿ Removal of Abandoned Equipment |
| ✿ Interior Protection or Clean up | ✿ Removal and Replacement of Any Skylight |
| ✿ FPL Shutdown | ✿ Removal and Replacement of Any Satellite |
| ✿ Active Leak Repair Coverage | ✿ Removal and Replacement of Any Solar Panels |
| ✿ All Wood Replacement | ✿ Walkpads |
| ✿ Alterations to the Building Structure | ✿ Gutters, Downspouts or Leaderheads |
| ✿ L-Flashings and Stucco Work | |

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 damages 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.

Standard Payment Terms:

- 20% of contract amount is due upon signing of contract. Permit process will start when the deposit is collected.
- 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.*)
- 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.
- The Final 5% is due in exchange of signed off permit, delivery of specified warranty and final release of lien.
- 100% of any change order(s) will be paid upon receipt of invoice for same.
- 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.
- 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, 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 _____

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, or any other theory of liability other than the exclusive liability set forth in this express Warranty.

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.

EXCLUSIVE UMBRELLA ROOF MAINTENANCE & WARRANTY PROGRAM

Contract With:	<u>Carlton House</u>	Area of Roof (SF):	<u>11,887.64</u>
Building / Contact:	<u>Mark Evans</u>	Roof Deck:	<u>Concrete</u>
Building Address	<u>2701 S Ocean Blvd-Highland Beach, Florida, 33487</u>	Manufacturer Date:	<u>Same date as Manuf.</u>
Roofing Specification:	<u></u>	Next Inspection Date:	<u>N /A</u>
		Annual Fee:	<u>\$1,373.02</u>

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:

Field of Roof

- 🐾 General Condition
- 🐾 Surface and Laps
- 🐾 Blisters (limited to 30 sq. ft./per year)
- 🐾 Roof Expansion Joints

Drainage system

- 🐾 General Condition
- 🐾 Gutters
- 🐾 Scuppers
- 🐾 Drain Flashing

Perimeter Flashings

- 🐾 General Condition
- 🐾 Wall Flashing & Edge Flashing
- 🐾 Counter Flashing

Roof Top Units

- 🐾 General Condition
- 🐾 HVAC Equipment flashing
- 🐾 Exhaust Vent Flashing

Penetrations

- 🐾 Pipe Wraps
- 🐾 Pitch Pans/Chem Curbs
- 🐾 Curb Flashing

Other

- 🐾 Surface Contamination
(Limited to 100 sq. ft. per year)
- 🐾 Vegetation
- 🐾 Traffic Patterns
- 🐾 Loose Debris Removal

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 is 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 : _____
 Title : _____
 Date : _____



Jakes Seal of Approval

Decline: _____
 Title: _____
 Date: _____

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 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, 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.
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.

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.
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: \$1,373.02 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, tornados, 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.

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.
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 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 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.
 - 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.
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.
 - See Unit prices in: UNFORESEEN CONDITIONS / UNIT PRICES
 - #1. **Roof Deck Replacement:**
 - (0). Raise Roof Area that Ponds Water (1" Raise per SF)

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. 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.

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.
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 Roofing'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 Roofing's 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. 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 Roofings ability to complete their work. 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 Roofings 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 for testing or assessing moisture content of the deck or substrate, or for the effects of moisture emitted from the deck.
- i. **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.
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.
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 # 62358

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.*

Owner/Agent & Title
(Print)

Owner/Agent & Title
(Signature)

(Date)

Best Roofing & Title
(Print)

Best Roofing
(Signature)

(Date)