

INFINITY ROOFING & SHEET METAL, INC.

1150 SW 10TH AVE STE 201W, POMPANO BEACH, FLORIDA 33069. PHONE: 954-917-7107

PROPOSAL/CONTRACT AGREEMENT

Date: April 28, 2017

To: Cotter Christian, Project Engineer/ Manager
Margate Community Redevelopment Center
City of Margate
102 N Rock Island Rd.
Margate, FL 33063

Re: 6280 West Atlantic Blvd, Margate Florida

SCOPE OF WORK

Furnish labor, materials and supervision necessary to complete the following on the above referenced project as follows:

1. Provide necessary engineering and surveys. File necessary notices
 - a. Asbestos survey
 - b. Fastener Withdrawal Test
 - c. Uplift Calculations
 - d. Moisture survey
2. Provide necessary permits.
3. Provide ground protection.
4. **For upper wood deck areas:** Remove and dispose of existing roof system down to the wood deck. Note deteriorated plywood will be invoiced at \$3.50 per square foot with matching plywood. Deteriorated truss will be reinforced at \$6.00 per linear foot with matching 2" x wood blocking.
5. **For lower lightweight deck areas:** Remove and dispose of existing roof system down to the lightweight concrete. Note deteriorated lightweight concrete will be replaced at \$3.50 per square foot. This will be completed with Polyisocyanurate Roof insulation. Deteriorated steel decking will be replaced at \$4.00 per square foot with similar / matching steel decking. All deck repairs will be completed spanning three bar joists.
6. Install 1/4 " Securock utilizing fasteners and plates. Fastener density will be per Firestone's or GAF's Dade County Approvals and engineer's calculations.
7. Install new Firestone or GAF's 60 MIL TPO membrane utilizing mechanical fasteners. Fastener density and enhancement will be per engineer's site specific engineering.
8. Seal all penetrations using pipe boots or split boots.
9. Install membrane flashing by performing the following:
 - a. Install 060 TPO Membrane to perimeter walls and mechanical curbs with bonding adhesive.
 - b. Install new TPO Coated drip edge at entire perimeter.
 - c. "Strip in" TPO Coated drip edge per Firestone's/ GAF's 20 year specification.
10. Install TPO flashing at two roof drains.
11. Install two over flow scuppers. There are currently no provisions for overflow drainage.
12. Install new TPO coated goosenecks at two air conditioning units.
13. Install 5 new TPO coated all purpose vents.
14. Install 3 new guide wire supports.
15. Install new Olympic pipe supports at air condoning condensate lines.
16. Coordinate mechanical unit change-out with The City of Margate/ mechanical trade.
17. Install new pitch pans only where other means of flashing cannot be utilized.

18. Proposal is valid thru September 2017.

19. Provide Manufacturers 20-year labor and material warranty and Contractors 3-year guarantee.

Complete Labor and Material \$35,311.00

To install additional overflow scupper (add)\$500.00 per scupper

To replace roof drain.....\$800.00 per drain

Terms of Payment shall be: Progress billings based on percentage of **completion** at the end of the calendar month – less 10 percent retainage net 30 days

Any alteration or deviation from the above specifications involving extra cost of labor or material will only be executed upon written orders for same and will become an extra charge over the sum stated in this contract. All agreements must be made in writing according to the Conditions of Contract. Infinity Roofing and Sheet Metal, Inc. shall carry all workers compensation and liability insurance and shall also provide all licenses and permits necessary to complete this job.

Infinity Roofing & Sheet Metal, Inc.



John B. Mitala, President

--ACCEPTANCE--

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

(date)

PETITO ROOFING, INC.

8608 NW 26 Court
Coral Springs, FL 33065
State Licensed and Insured CCC057825
Phone: 954-796-0772 Cell phone: 954-818-1002

PROPOSAL SUBMITTED TO
MARGATE CRA

JOB PROPOSAL ADDRESS
6280 ATLANTIC BLVD
MARGATE, FL

RE-ROOF SPECIFICATIONS

We hereby submit the following proposal:

Inspect condition of the exposed deck surface.
Screw down 2" iso board.
Hot mop 1/2 recovery board.
Hot mop 75# base sheet to recovery board.
Hot mop 1 ply fiberglass base sheet.
Hot asphalt to meet ASTM D312-84.
Hot mop modified granulated.
Replace all lead stacks and metal vents as necessary.
Install new fibered cant strip at wall flashings as necessary.
Fill pitch pans with plastic cement tapered to a crown.
Install modified at wall flashings.
Install modified flashing at a/c units
Install cap metal on walls.

On all proposed re-roof areas:

Provide a superintendent on the job site at all times during the work.
Clean-up and remove roofing materials daily and upon completion of work.
All hoisting to be provided by Petito Roofing.
A/C work to be done by others.
Electric & lightning protection to be done by others.
Secure all permits as necessary for the above.

Engineer fees to be additional

Commercial roof maintenance program is available.

Owner shall maintain a designated area free of parked cars and/or other obstructions for use by Petito Roofing for roofing operations.

• Roof deck repairs, asbestos testing, removal, transportation, and disposal, if necessary, shall be over and above the contract price.

5 Year workmanship warranty for leaks provided by Petito Roofing, Inc.

20 Year NDL manufacturer warranty upon request.

OTHER

n/a

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

THIRTY SEVEN THOUSAND NINE HUNDRED AND 00/100***dollars (\$37,900.00)**

Payment to be made as follows

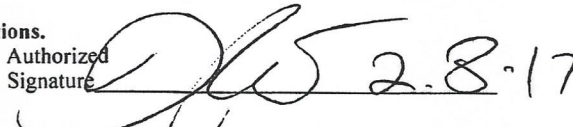
20% due upon signing of this proposal, 30% due upon start of work, 30% due upon 50% completion, final 20% due upon final inspection from city.

All work will be completed in a workmanlike manner according to standard practices. Any alterations or deviations from the above specifications shall be at additional cost and will be performed only in the event of a written order executed by the authorized parties. The performance of Petito Roofing under the terms of this Agreement is contingent upon any strikes, accidents, or delays beyond our control, including any force majeure. Owner to carry fire, tornado, liability, and any other necessary insurance.

Please see reverse side for additional terms and conditions.

Note: This proposal may be withdrawn by us
if not accepted within 30 days.

Authorized
Signature

 2.8.17

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted.
You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____ Signature _____
Date of Acceptance _____



ROOFING PROPOSAL

Prepared For: Community Redevelopment Agency
Attn: Cotter Christian
6280 W Atlantic Blvd
Margate, FL 33063

Prepared by: Eric Seiden
Southern Certified, Inc.
2241 NW 22nd Street
Pompano Beach, Florida 33069
954-977-4368 (office)
954-977-4372 (fax)

Date: April 4, 2017

*...Where **Quality** and **Safety** go hand in hand!*

2241 NW 22nd Street Suite 201
Pompano Beach, Florida 33069
954-977-4368 (office) 954-977-4372 (fax)
www.southerncertifiedinc.com
FL Contractor # CCC041300





INTRODUCTION

Thank you for giving Southern Certified Inc. the opportunity to submit the following roof installation proposal at the above referenced site. The attached proposal includes the necessary labor & material for the outlined scope of work and exclusions described below. At Southern Certified Inc. we take great pride in our customer service, superior workmanship and quality assurance. Our reputation in the industry has been developed by providing our customers with the highest quality roof systems and workmanship available through our experienced roof technicians and supervisors. We sincerely appreciate this opportunity to work with you.

SCOPE OF WORK:

Job specifics

- Workers shall be on the jobsite 8-10 hours per day and work hours will be determined by owner/management before commencement of work.
- We request that a pre-job meeting be held between Southern Certified, Inc. Quality Control Administrator and designated contact person(s) to review and coordinate issues related to the commencement of work, staging areas for equipment and materials, daily parking, etc.

Safety and work ethic

- All Workers shall wear Southern Certified Inc. labeled shirts while on premises for easy identification and a professional appearance.
- OSHA fall protection guidelines will be followed throughout the course of the project including a perimeter warning line safety system and any personnel anchorage necessary to complete the project.
- OSHA approved personal protective equipment will be worn at all times while working.
- All Workers shall be respectful in every way of customer and property while working on the premises.
- A supervisor will be at the jobsite at all times to direct work and maintain quality control.
- A phone radio will be kept on site at all times to contact project manager of job related issues.
- Safety tape and rope barriers shall be used to surround dumpsters and other staging areas to protect the safety of all residents and/or customers.
- Prior to leaving the jobsite at the end of a day, the work area will be left in a presentable fashion including clearing trash and debris from area and staging material and equipment in appropriate places.



SCOPE OF WORK: Asphalt Built –up (Lightweight Concrete Deck)

- Remove existing roof system down to Lightweight concrete deck and remove from site.
- Replace any damaged/wet lightweight at \$12 SQF.
- Furnish and Install one (1) ply PP-28 base sheet using LWC-CR Fasteners.
- Furnish and Install three (3) plies Ply 4 Felt set in type IV Asphalt.
- Furnish and Install one (1) ply Glaskap set in type IV Asphalt.
- Furnish and Install around all walls and curbs one (1) ply PP-28 Base (Mechanically Fastened) and one (1) ply Dynalastic 180 GR Flashing Membrane.
- Furnish and Install new edge metal fabricated from 26 gauge steel.
- Furnish and Install new lead flashing at drain and vent stack.
- Upon completion issue a 15 year NDL Johns Manville Manufacturing Warranty and a contractor 5 year workmanship guarantee.
- Southern Certified, Inc. employs an independent safety firm to ensure compliance to OSHA and for safety of all on-site personnel.

SCOPE OF WORK: Asphalt Built –up (Plywood Deck)

- Remove existing roof system down to plywood deck and remove from site. Replace any damaged plywood at \$5.00 per SQF and structural membrane at \$8.00 per LF.
- Furnish and Install two (2) plies PP28 base using 1 ¼” RS nails and Tin Tags.
- Furnish and Install two (2) plies Ply 4 set in type IV Asphalt.
- Furnish and Install one (1) ply Glaskap set in type IV Asphalt.
- Furnish and Install new edge metal fabricated from 26 gauge steel.
- Upon completion issue a 15 year NDL Johns Manville Manufacturing Warranty and a contractor 5 year workmanship guarantee.



- Any related permitting or related engineering is included in our proposal.

Customer's Responsibilities

Owner warrants that all the buildings are suitable to receive the improvements Disclaimer- Contractor is a roofing, waterproofing and sheet metal contractor.

However, Contractor is not an Engineer, Architect or other design professional, and makes no representations with regard to the condition of the deck system or any other portion of the project not within the Contractor's scope of work. Accordingly,

Contractor disclaims any warranties, both express and implied, as to any portion of the project not within the Contractor's scope of work.

The Owner shall reserve the right to request alterations or deviations in the Scope of Work in this agreement. The Contractor shall submit an itemized estimate within 10-days of any cost changes that may occur due to the alterations or deviations. All changes requested must be code approved.

Each of the parties hereto agrees and represents that this Agreement comprises the full and entire Agreement of Understanding of any nature concerning the same has entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed superseded by the Agreement. The Owner(s) shall not make any alterations, additions to or deletions from, the content of this Agreement, before signing and returning it, but if he takes exception to any of the contents of the Agreement, he shall promptly notify Contractor in writing, so that differences can be resolved in legal form by Contractor.

Should the Owner/Contractor elect not to secure the services of Southern Certified Inc. to perform all of the required maintenance items, at or above the roof level, as outlined in Southern Certified specifications, or as recommended in future correspondence, the expressed warranties regarding said maintenance items should be considered void. If maintenance or other work on the roof is completed by others not authorized by Southern Certified Inc., the Contract documents and any expressed warranties shall be considered null and void.

Prior to the Owner(s) or Owner's representative issuing any back charges to Southern Certified Inc., the Owner must first deliver three (3) competitive bids to Southern Certified Inc. Before any monies are rendered.

Additional expenditures (if any) arising due to Building inspectors inspections that are not part of Contractor's "Scope of Work" (wood trim painting, gutter replacements, additional drainage provisions, elimination of ponding water, additional wood blocking, additional fastening) shall be paid by Owner.

Standard Conditions

- Insurance Coverage: We include the following coverage amounts in our proposal:

A	General Liability	Each Occurrence	\$ 1,000,000
		Damaged to Rented	\$ 50,000



	Personal & Adv Injury	\$ 1,000,000
	General Aggregate	\$ 2,000,000
	Products – Comp/OP/AGG	\$ 1,000,000
B	Automobile Liability	Each Accident
		\$ 500,000
C	Workmen's Compensation	Each Accident
		\$ 100,000
		\$ 100,000

- Asbestos Disclaimer: Unless noted otherwise, the scope of work shall not include identification, detection, abatement, encapsulation, or removal of asbestos or similar hazardous substances. If encountered, this contractor shall have the right to discontinue work and remove employees from the jobsite until such products or materials and any hazards connected therewith, are located and abated, encapsulated or removed, or it is determined that no hazards exist. Southern Certified Inc. will cooperate with all parties to mitigate the effects of asbestos discovery on the cost of the project, however, Southern Certified Inc. shall receive an extension of time to complete the work hereunder and reserve the right for compensation resulting from delays as a result of such situation and correction.

- Payment Terms: Contractor shall be paid the contract price upon the following schedule:

10% deposit upon Signing
 25% due upon commencement
 30% due upon 50% completion
 30% due upon substantial completion
 5% due upon final inspection

- Proposal Guarantee: This quotation shall remain valid for a period of Thirty (30) calendar days from the date indicated, beyond which all prices may be subject to change.

An annual interest charge of 18% will be applied to any unpaid principle amount 30-days past due unless otherwise specified. The Owner is responsible for collection fees.

Contractor shall comply with fire, safety and security regulations.

The Contractor will be careful not to clog gutter, headers and down spouts.

Southern Certified Inc. shall not be responsible for these items if they are clogged, since the build-up of debris in these areas over the years could be substantial. All drains shall be checked prior to commencement of project.

All debris shall be removed from the premises at periodic intervals during the progress of work and immediately following completion.

If any buildings or units have been leaking and visible water damage is present then the Owner or Owner's Insurance shall be responsible for damages caused by water intrusion caused by the existing condition of the roof.

Southern Certified Inc. is not responsible for building movement, natural disasters, or ponding water damages.

Contractor shall not be responsible for damage caused, either during or after the scope of work is completed, by unforeseen violent weather, Including, but not limited to, hurricanes, tornadoes, floods, hail or sleet. Southern Certified



Inc. shall be responsible for securing materials and equipment in the event of a storm. Contractor shall perform all roofing work in such a manner as to protect the building against leakage during the completion of the roofing project.

Southern Certified Inc. shall not be responsible for unseen damage to the deck or any items unseen or unsecured by unit Owners before tearing off the roofing system.

Prior to the commencement of any tear-off work, the Owner(s) will provide Contractor with access to all interior premises to enable Contractor to perform a visual inspection and a photographic survey of the existing interior ceiling and or for dry wall, plaster, stucco cracks or damages incurred from displaced or loose ceiling or wall fixtures, light globes or other damages which occur as a result of normal roof tear-off and/or installation work.



Date: March 28, 2017

We Hereby Propose to furnish all supervision, labor and materials complete in accordance with the above specifications, for the amounts listed below:

In consideration of the faithful performance of the covenants and agreements, herein, to the full satisfaction and acceptance of the Owner, Owner agrees to pay the Contractor the sum of:

BID PRICE: \$38,335.00 (Thirty Eight Thousand And Three Hundred Thirty Five Dollars)

** Pricing and availability of materials are subject to change. Proposal price represents price at DATE of proposal ONLY.**

Our proposal includes all applicable state tax.

Southern Certified, Inc. Representative

Signature _____
Eric Seiden

Note: This Proposal may be with- drawn by Southern Certified, Inc. If not accepted within 10 days.

Authorized Representative

Terms and Conditions:

This proposal agreement is subject to the terms, conditions and instructions Appearing on the face hereof and the attached page.

Acceptance of Proposal

The above price, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outline herein.

Signature _____

Date Accepted: _____

Print Name _____ Title _____



Terms and Conditions:

TERMS. Unless otherwise stated billings for work completed shall be made on or before the last day of the month, with payment due 30 days from invoice date. Interest shall accrue on any unpaid balance at 1½ percent per month (18 percent per annum) or at the maximum legal rate permitted by law. If legal proceedings are required to collect an unpaid balance, all costs including actual attorney fees 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 Southern Certified Inc..

ADDITIONAL CHARGES. The following shall be an addition to the work order price and charged on a time and material basis, including 30% for overhead and profit: 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; and any labor required to be done outside of normal business hours.

EXCLUSIONS. The following items are not included in this work order unless otherwise specifically stated in writing: repairs to the roof deck, installation of wood or cant strips, furnishing or installation of sheet metal or roof drains, repairs or alteration to the building other than the roof, identification and/or abatement of Asbestos Containing Material, or work preparatory or incidental to these items. No interior protection or clean up included. Southern Certified Inc.. is 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 Southern Certified Inc..

MATERIALS. All materials used shall be as stated in the specifications and/or attached Scope of Work.

OWNER AND/OR CONTRACTOR RESPONSIBILITY. The Owner and/or Contractor are solely responsible for structural suitability of the building in light of specifications of the roofing system to be applied pursuant to this work order. Including, but not limited to, load bearing capacity, dew point and vapor transmission calculations. Further, the Owner and/or Contractor shall be solely responsible for any damages to any furniture, furnishing, fixtures or contents of the building during the performance of the work, except such damages as may be caused by the sole negligence of Southern Certified Inc..

PERMITS. Owner and/or Contractor shall secure and pay for necessary approvals, permits, easements, assessments and charge required for construction, use or occupancy of permanent structures or permanent changes in existing facilities.

GUARANTEE AND WARRANTY. The type of guarantee and extent of coverage shall be as indicated in accordance with written guarantees, if any, offered by manufacturers of materials incorporated into the project. In addition to the manufacturer's guarantees, and upon receipt of final payment, Southern Certified Inc. shall guarantee workmanship furnished as part of this work order against defects in such workmanship for a period of one (1) year from the completion of work. Southern Certified Inc.'s liability is limited to repairs or roofing and waterproofing work and materials installed by Southern Certified Inc. EXPRESSLY EXCLUDING CONSEQUENTIAL DAMAGES. THERE ARE NO OTHER GUARANTEES OR WARRANTIES EXPRESS OR IMPLIED.

PONDING WATER. It is understood by Owner and/or Contractor that a Ponding Water condition is not indicative of a defective roof system. Positive Drainage is a design goal and is not always achievable. Southern Certified Inc. will not be held responsible for a Ponding Water condition that results from a roof structure that is not designed to achieve Positive Drainage as defined by the National Roofing Contractors Association (NRCA). Ponding Water is defined as a roof surface that is incompletely drained. Positive Drainage is a drainage condition with additional roof slope provided to ensure drainage of a roof area with 48 hours after a rainfall.

BOND. A manufacturer's standard form of Surety Bond will be furnished where payment and performance bonds are specified.

INSURANCE. Southern Certified Inc. agrees to purchase and maintain, as required by law, workers' compensation, liability and property insurance to protect the Owner and/or Contractor from injuries and/or damages which may arise out of or result from Southern Certified Inc.'s operations under this work order and for which Southern Certified Inc. may be legally liable, whether such operations be by Southern Certified Inc. or by anyone directly or indirectly employees by Southern Certified Inc., or by anyone for whose acts Southern Certified Inc. may be liable. Owner and/or Contractor agree to look solely to Southern Certified Inc.'s appropriate insurance carrier for any and all damages including those caused by Southern Certified Inc.'s sole negligence. The Owner and/or Contractor agrees to provide sufficient insurance to protect Southern Certified Inc. against loss or materials installed on the premises due to fire, windstorm, hail or floods. Owner and/or Contractor 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 Contractor 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 Southern Certified Inc.. The Owner and/or Contractor shall purchase and maintain such insurance as will insure the Owner and/or Contractor against loss of use of the Owner's and/or Contractor's property due to fire or other hazards, however caused. The Owner and/or Contractor waive all rights of action against Southern Certified Inc. for loss of use of the Owner's and/or Contractor's property, including consequential damages.

ACTS OF GOD. Southern Certified Inc. shall not be responsible for damage or delay due to strikes, fires, accidents or other caused beyond its reasonable control.

ACCESS. Southern Certified Inc. shall be permitted to use driveways, and paved areas leading to, or adjacent to, the job site for its equipment without liability to Southern Certified Inc. occasioned by the negligence of others or by its equipment.

STRUCTURAL SUITABILITY. Southern Certified Inc. assumes full responsibility for furnishing or roofing materials and for providing specifications and recommendations for their proper installation. Southern Certified Inc. does not, either itself or through its representatives, 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 Contractor as to the structural soundness of the roof deck and its ability to properly support the contemplated roof installation. Southern Certified Inc. accepts no liability for any failure of the roof deck, its ability to support the contemplated roof installation, or resultant damages.

FINAL PAYMENT. The making of final payment shall constitute a waiver of all claims against Southern Certified Inc. by the Owner and/or Contractor except for those arising from (a) unsettled liens stemming from work performed by Southern Certified Inc., (b) terms of any guarantee or warranty issued pursuant to this work order. No guarantee or warranty provided by Southern Certified Inc. shall be valid until full and final payment is received.

ARBITRATION. Any controversy or claim arising out of or relating to this work order, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry and judgment upon the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof. Notwithstanding the foregoing, in Southern Certified Inc.'s sole discretion, collection of unpaid balances may be sought in any Court having jurisdiction thereof or under this arbitration clause. The prevailing party shall be entitled to recover all costs including but not limited to all attorney fees, costs, and expert witness fees.

MISCELLANEOUS. These Terms and Conditions together with the cover page providing the Scope of Work, etc. and any attachments constitute the entire agreement (Agreement) of the parties. Modifications to this Agreement can be made only in writing signed by Southern Certified Inc. Owner and/or Contractor permitting performance of work indicates acceptance without exception of this Agreement, even if this Agreement is not executed.

Initial for acceptance: _____