Roof Replacement Proposal
Prepared for:
SANDARAC CONDOMINIUM
BUILDING A STACK 1&2
6666 ESTERO BLVD
FORT MYERS BEACH

RESOURCES TO DO THE JOB -- ANY JOB!

Crowther Roofing and Sheet Metal of Florida, Inc.
Ft. Myers: (239) 337-1600 ◆ Naples: (239) 649-5006 ◆ Port Charlotte: (941) 764-9800
Sarasota: (941) 343-9600 ◆ Jupiter (561) 624-9400
Roof Replacement Proposal

Crowther Roofing and Sheet Metal of Florida, Inc. (hereafter “Crowther”) submits this proposal subject to the terms and conditions outlined on the reverse side:

<table>
<thead>
<tr>
<th>Owner / Agent</th>
<th>Sandarac Condominium Association</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>6666 Estero Blvd</td>
</tr>
<tr>
<td></td>
<td>Fort Myers Beach</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of Building</th>
<th>Sandarac Condominium</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>Building A Stack 1&amp;2</td>
</tr>
<tr>
<td></td>
<td>Fort Myers Beach</td>
</tr>
</tbody>
</table>

| Contact Person       | Jennifer Dorrow                  |
| Phone #              | 239-463-6080                     |
| Fax #                | Manager1@sandarac.org            |
| Email                |                                   |

Crowther Roofing & Sheet Metal of Florida, Inc.

2543 Rockfill Road, Fort Myers, Florida 33916  
Phone: (239) 337-1600  Fax: (239) 337-0878  

2900 South Horseshoe Dr., S., Suite 1400, Naples, Florida 34104  
Phone: (239) 649-5006  Fax: (239) 649-6006  

7321 International PL., Sarasota, Florida 34240  
Phone: (941) 343-9600  Fax: (941) 371-8969  

15865 Assembly Loop Rd., Jupiter, Florida 33478  
Phone: (561) 624-9400  Fax: (561) 624-9189  

Toll Free: 1-800-741-3114  
www.crowther.net  ◆  www.roofcheck.net  

Florida Contractors License Numbers:  
CCC 039822  
CMC057026
Roof Replacement Proposal

We hereby submit specifications and estimates for roofing and sheet metal work as follows:

<table>
<thead>
<tr>
<th>Roof Section(s) / Building(s)</th>
<th>Square Feet</th>
</tr>
</thead>
<tbody>
<tr>
<td>Complete Roof</td>
<td>23864</td>
</tr>
</tbody>
</table>

Proposal Details, Specifications and Estimate:

**RE-ROOF**
- Remove existing roof down to workable surface, remove and replace any damaged insulation (See below for additional costs)
- Remove lightning protection wires sitting on roof deck.
- Mechanically attach base sheet to existing insulation.
- Heat weld smooth modified membrane to base sheet.
- Heat weld granulated modified membrane to smooth membrane.
- Install all complementary sheet metal flashings at walls and roof penetrations.
- Reinstall removed lightning protection system.
- Remove all related debris from site.
- Provide building permit, and schedule inspections.
- Provide a three year workmanship warranty.
- Provide a twenty-year manufacturer’s NDL warranty.

**MECHANICAL**
- Full survey of all HVAC equipment prior to start with written report of condition
- Disconnect 19 condensers, install hurricane rated stands and re-install the condensers on the stands
- Install new refrigerant lines from the units into new goose necks.
- Disconnect and run new electrical feed lines and thermostat wires from the units into the new goose necks.
- Full system re-charge, start up and check

**REPAIR**
- Remove and replace 18’ of damaged base flashing at Building A Stack 5
Safety and Insurance:
Crowther shall be responsible for initiating, maintaining and supervising safety precautions in connection with the performance of this proposal.

We will provide Fall Protection utilizing a Safety Monitoring System in accordance with current OSHA Standards.

If Fall Projection other than Safety Monitoring is imposed, the cost of the additional Fall Protection will be added to the above mentioned Contract Amounts.

Crowther shall provide proper insurance and provide Owner with a copy of the insurance certificate.

Acknowledgements:
♦ Agreements are contingent upon strikes, accidents or delays beyond our control.
♦ Workers are fully covered by Workman’s Compensation General Liability Insurance. Owner to carry fire, tornado and other necessary insurance.

Qualifications:
(a) Because the condition of the existing roof deck is hidden until the roof is removed, there may be some necessary repairs to the deck to ensure that we have a smooth, pliable surface to install the new roof systems. Any minor repairs to the roof deck will be completed on a time ($75.00 per hour, per technician) and materials (our costs, plus 15%) basis.

(b) There may be some necessary repairs to any area that is hidden or unforeseen such as but not limited to decking fascia etc. Any repairs to these areas will be completed on a time ($75.00 per hour, per technician) and materials (our costs, plus 15%) basis.

(c) Materials specified and or quoted here may not be available at time of construction. The increase cost of alternate material or procurement methods will be added to the contract if implemented.

(d) The color of the new metal flashings will need to be chosen from standard manufacturer’s color selection and verified in writing prior to commencement of this work.

(e) All sheet metal components to be lapped together or have underside expansion-plates installed in accordance with the installation guidelines of SMACNA (Sheet Metal and Air Conditioning Contractors’ National Association, Inc.).

(f) Submit a full specification/detail package detailing all related roof details for the owner’s agent approval. This package will need to be accepted by the owner’s agent and verified in writing prior to commencement of this work.

(g) This includes all the proper roofing permits and inspections required for this project. This will require the owner/owner’s representative to complete and notarize a Notice of Commencement to obtain the proper permits.

(h) Crowther to have access next to the building. This may require traffic/parking considerations at the existing facility.
   a. Crowther Roofing has not included any consideration for landscape repair and if we are directed to landscaped areas for roof access, all repairs to return this area to the previous condition has been excluded from the scope of work.

(i) This project is to be completed during normal business hours of the day, which are approximately 6:30 a.m. to 5:00 p.m.

(j) Normal construction debris and noise shall be expected.

(k) Clean up and removal from premises of all debris caused by this work is included.

(l) The scope of work described above will be completed by experienced mechanics fully covered with the proper amount of workers compensation and general liability insurance.

(m) Any additional scopes of work or repairs will incur the time and materials rates as stated prior. Such additional work will require the issuance of a Change Order to amend the proposed value.

(n) We reserve the right to negotiate the Terms and Conditions of a Subcontract Agreement.

(o) During the time the lightning protection is removed, Crowther Roofing and its insurance company are not responsible for possible lightning strikes during the completed of this work.
Payment:

All of the above is offered for the sum of: $101,097.00

Terms: Progress Payments with 100% Due Upon Completion

NOTIFICATION:

This proposal may be voided by Crowther if not accepted within 30 days.

THE ABOVE REFERENCED PROPOSAL IS MADE SUBJECT TO THE TERMS AND CONDITIONS AS LISTED HEREIN. PLEASE REVIEW, SIGN BELOW AND RETURN TO CROWTHER FOR FINAL ACKNOWLEDGEMENT AND SIGNATURE. ONE COPY OF THIS FULLY EXECUTED PROPOSAL WILL BE RETURNED FOR YOUR FILE.

Acceptance of Proposal:

The undersigned also acknowledges acceptance of all terms and conditions contained on the reverse side hereof (“Terms and Conditions”), which are incorporated herein and made part of this proposal for the work to be performed. Performance of the contract will be in accordance with the terms and conditions set forth on the reverse side hereof, together with any modifications, changes or addition to this agreement, which are made in writing and signed by both Owner and an authorized representative of Crowther Roofing & Sheet Metal of Florida, Inc.

OWNER:

___________________________________
Signature

Print Name: _____________________________
As agent and/or on behalf of Owner

Title: ________________________________

Date: ____________________

CROWTHER:

___________________________________
Signature

Print Name: Ramon Goas

Title: Senior Surveyor

Date: January 31, 2018

A Crowther Roof Is A Quality Roof
CROWTHER ROOFING & SHEET METAL OF FLORIDA, INC.

Terms and Conditions

1. All material is guaranteed as specified and the work to be performed in accordance to the terms and conditions as set forth on “Scope of Work” as mentioned above.

2. All work will be performed in a workmanlike manner according to generally accepted standards of the trade in the industry. Any alteration in workmanship arising therefrom will be accepted and paid for at the discretion of Crowther Roofing & Sheet Metal of Florida, Inc. and Owner.

3. Owner to carry fire, wind, and other necessary insurance.

4. Modification of Material Supply Pricing (if applicable): It is understood and agreed that the building material market is currently in a very unstable situation which may result in increasing building material pricing for the work contained herein. The pricing for the building material to be supplied herein is specified on Page One. In the event that the building material market increases the costs of Crowther Roofing & Sheet Metal of Florida, Inc. under this Agreement, then in such event Crowther Roofing & Sheet Metal of Florida, Inc. will notify Owner of such increase and Owner will accept such increase not to exceed the sum of five percent (5%) of the total estimated building material costs plus reasonable overhead and profit on such cost increase to Crowther Roofing & Sheet Metal of Florida, Inc. not to exceed fifteen percent (15%) overhead and ten percent (10%) profit of such increased cost.

5. In the event Crowther Roofing & Sheet Metal of Florida, Inc. notifies Owner of an increase in building materials which exceeds five percent (5%) of the original cost, then in such event Crowther Roofing & Sheet Metal of Florida, Inc. and Owner agree that either (a) Owner may cancel this contract, subject to Owner paying Crowther Roofing & Sheet Metal of Florida, Inc. for the material supplied, ordered, or delivered to the job site and all work performed and installed on the site job, at which time both Crowther Roofing & Sheet Metal of Florida, Inc. and Owner shall have no further liabilities or any obligations under this contract, which will then be deemed to be cancelled and of no further force and effect, or (b) Owner will acknowledge the increase in price with such increase being passed along to the Owner in accordance with the increase in cost of such building material to Crowther Roofing & Sheet Metal of Florida, Inc. plus reasonable overhead and profit not to exceed fifteen percent (15%) overhead and ten percent (10%) profit of such increased cost based upon the current pricing for such building materials based upon the supply cost to Crowther Roofing & Sheet Metal of Florida, Inc.

6. Owner acknowledges that the work being performed by Crowther, pursuant to this proposal, is continuous throughout the time period of this proposal. Crowther’s lien rights pursuant to Chapter 713, Florida Statutes, for labor and materials furnished in performing the services shall not expire until 90 days after the expiration of the proposal.

7. Acceptance of Proposal: Unless otherwise agreed to by Owner, shall pay the entire unpaid balance of the contract together with the amount due for additional work, on the day of completion.

8. CROWTHER ROOFING & SHEET METAL OF FLORIDA, Inc. shall bear interest at 1 1/2% per month from the date such amounts are due.

9. Crowther Roofing & Sheet Metal of Florida, Inc. may either invoice the Owner for such work performed, or, if agreed to mutually in writing, the proposal contains a draw schedule for which Crowther Roofing & Sheet Metal of Florida, Inc. is to be paid. In either case, Crowther Roofing & Sheet Metal of Florida, Inc. shall be entitled to recover interest on all monies due and owing thirty (30) days from such time as the invoice is due or work is done in accordance with the terms and conditions hereunder.

10. Acknowledgment of Waiver of Litigation and Jury Trial: By accepting the proposal or providing any oral warranty to such proposal, Owner specifically waives and releases any claims for structural deficiencies, or damages that may occur during the re-roofing application, including, but not limited to, damages, cracking of interior walls or ceilings that may occur during the re-roofing process. As a mutual acknowledgment and agreement between Owner and Crowther Roofing & Sheet Metal of Florida, Inc. hereby waives and relinquishes all claims for consequential or incidental damages arising out of this contract and shall look only to receive the outstanding sum due and owing to Crowther Roofing & Sheet Metal of Florida, Inc. in case of any existing remedy (if applicable), except as a result of any damage occurring to equipment, materials or supplies which has been directly by the negligence of the Owner or the Owner’s agents during the time period that Crowther Roofing & Sheet Metal of Florida, Inc. is performing its obligations hereunder.

11. Disclaimer of and/or Waiver of Express or Implied Warranties: Crowther Roofing & Sheet Metal of Florida, Inc. hereby specifically disclaims any and all warranties (incidental or otherwise) disclaims any and all liabilities for the painting required to be performed by Crowther Roofing & Sheet Metal of Florida, Inc., and all repairs for structural deficiency or damages which may occur during the re-roofing application, which includes but is not limited to, damages, cracking of interior walls or ceilings that may occur during the re-roofing process. Crowther Roofing & Sheet Metal of Florida, Inc. disclaims any and all liability for any cause for existing mechanical or electrical equipment, unless such mechanical or electrical equipment are addressed in Crowther Roofing & Sheet Metal of Florida, Inc.’s scope of work on Page One of this agreement as a separate line item.

12. Disclaimer of Implied or Expressed Warranties: Crowther Roofing & Sheet Metal of Florida, Inc. further specifically acknowledges and agrees to waive any and all rights to a Jury Trial, handheld in Lee County, Florida within thirty (30) days after completion of discovery. The award of the arbitrator will be final and binding, and judgment may be entered upon the award by the parties, having ten (10) years experience in construction and commercial litigation, within thirty (30) days of notice of intent to arbitrate any matter hereunder. The American Arbitration Association, although the American Arbitration Association will not be the arbitrator.

13. Limitation of Liability: Crowther Roofing & Sheet Metal of Florida, Inc. and Owner acknowledge and agree that in the event of a controversy, dispute or claim arising out of or in any way relating to this agreement, as well as any and all claims by either party to this Agreement, including, but not limited to, damages, cracking of interior ceilings or walls that may occur during the re-roofing process. As a mutual acknowledgment and agreement between Owner and Crowther Roofing & Sheet Metal of Florida, Inc. hereby waives and relinquishes all claims for consequential or incidental damages arising out of this contract and shall look only to receive the outstanding sum due and owing to Crowther Roofing & Sheet Metal of Florida, Inc. in case of any existing remedy (if applicable), except as a result of any damage occurring to equipment, materials or supplies which has been directly by the negligence of the Owner or the Owner’s agents during the time period that Crowther Roofing & Sheet Metal of Florida, Inc. is performing its obligations hereunder.

14. Attorney Fees and Costs: Without waiver of the Parties obligations to submit all claims or controversies to the Alternate Dispute Resolution set forth hereinabove, which include negotiation, non-binding mediation, and binding arbitration, Owner and Crowther Roofing & Sheet Metal of Florida, Inc. shall be held to accept any offer made by the other party to such arbitration, including, but not limited to, damages, cracking of interior ceilings or walls that may occur during the re-roofing process. As a mutual acknowledgment and agreement between Owner and Crowther Roofing & Sheet Metal of Florida, Inc. hereby waives and relinquishes all claims for consequential or incidental damages arising out of this contract and shall look only to receive the outstanding sum due and owing to Crowther Roofing & Sheet Metal of Florida, Inc. in case of any existing remedy (if applicable), except as a result of any damage occurring to equipment, materials or supplies which has been directly by the negligence of the Owner or the Owner’s agents during the time period that Crowther Roofing & Sheet Metal of Florida, Inc. is performing its obligations hereunder.

15. Governing Law: The law of Florida shall govern the validity, interpretation, construction and performance of this Agreement and any arbitration or arbitration proceedings relating to this Agreement shall only be determined judicially or arbitrator in the jurisdiction of the State of Florida with venue to be solely and exclusively in Collier County.

16. Entire Agreement: It is mutually agreed by and between the parties hereto that this instrument shall contain the whole agreement between them as at this date, and that the execution thereof has not been induced by either party by any representations, promises or understandings not expressed herein, and that there are no collateral agreements, stipulations, promises or understandings whatsoever upon the respective parties in any way effecting the subject matter of this instrument which are not expressly contained in this instrument.

17. Severability: In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement and any arbitration or arbitration proceedings relating to this Agreement shall only be determined judicially or arbitrator in the jurisdiction of the State of Florida with venue to be solely and exclusively in Collier County.

CHARTER 358 NOTICE OF CLAIM, CHARTER 358, FLORIDA STATUTES, CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY BRING ANY LEGAL ACTION FOR AN ALLEGED DEFECTIVE CONSTRUCTION DEFECTS. IT IS IMPORTANT TO READ THIS NOTICE BEFORE YOU BRING ANY ALLEGED DEFECTIVE CONSTRUCTION DEFECTS. IF YOU FAIL TO COMPLY WITH THE REQUIREMENTS WITHIN THE TIME PERIODS SPECIFIED IN THIS NOTICE, REFERENCING TO CHAPTER 358, OF ANY CONSTRUCTION CONDITIONS YOU ALLEGED ARE DEFECTIVE AND PROVIDE SUCH PERSON THE OPPORTUNITY TO INSPECT THE ALLEGED CONSTRUCTION DEFECTS AND TO CONSIDER MAKING AN OFFER TO REPAIR OR PAY THE ALLEGED CONSTRUCTION DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER WHICH MAY BE MADE. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER THIS FLORIDA LAW WHICH MUST BE MET AND FOLLOWED TO PROTECT YOUR INTERESTS.