



SOUTH FLORIDA OFFICE
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 3551 West First Street
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NORTH FLORIDA OFFICE
 110 Cumberland Park Dr.
 Suite 205/206
 St. Augustine, FL 32095
 TEL: 904.826.3860
 FAX: 904.826.3923

WEST CO.
 2702 Hanson Street
 Fort Myers, FL 33901
 WATS: 800.638.6869

TO: Mr. Dave Smith
 CITY OF FORT LAUDERDALE PARKS & RECREATION
 1350 W. Broward Blvd.
 Fort Lauderdale, FL 33312
 (PH)(954)828-6560

JOB NAME: City of Fort Lauderdale
 Holiday Park Gym

ADDRESS: 1200 G Martin Harold Dr.
 Fort Lauderdale, FL

REFERENCE: Single Ply System
Re-Roofing Proposal

DATE: January 16, 2013

Page 1 of 4

We are pleased to submit the following proposal for your consideration on the above referenced premises as follows. We agree to provide all labor, material, tools, equipment and proper insurance with excess liability of eleven (11) million dollars.

PERMITTING AND TESTING

Permitting and testing that is required to secure a roofing permit is included in our bid proposal. The following test will be completed in order to pull your permit:

- Engineered signed and sealed design wind pressure calculation.
- Metro Dade Product Approval NOA for the proposed system.
- Roof plan with elevations of deck and parapet walls.
- Provide roof attachment and engineered fastening pattern in accordance with ASCE 7-02 and Florida Building Code 2010 Edition Roof Application Standard RAS 117.
- Notice of Commencement filing with the county and fees before the start of the project.

WORK SCOPE

PREPARATORY WORK

1. Cut and remove all existing roofing down to the gypsum panel deck. Remove only as much roofing in one working day period that can be replaced. Water cut off to be installed at the end of each working day to assure a watertight condition.
2. Power vacuum or power broom loose gravel, dirt and debris.
3. Broom clean the entire roof. Remove all dust and dirt and thoroughly clean with a power air blower.
4. Remove roofing debris and cart away to the local dumpsite or landfill.

TAPERED ROOF INSULATION

Furnish and install an 1/8" inch per foot slope polyisocyanurate tapered roof insulation system. New insulation system to be sloped to drain.



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		REFERENCE:	<u>Single Ply System</u> <u>Re-Roofing Proposal</u>
DATE:	January 16, 2013		Page 2 of 4

SINGLE PLY ROOF SYTEM

1. Fully adhere Carlisle Sure Weld 60 Mil Single Ply TPO roof system in accordance with manufacture specifications and local building code requirements.
2. All detail work including vent pipes, roof drains and other miscellaneous roof projections to be done in accordance with Carlisle standard details.

ADVANCED ROOFING, INC. is an approved applicator of Single Ply Systems for Carlisle.

MISCELLANEOUS INSTALLATIONS

1. Furnish and install new 2" x 6" pressure treated wood nailers on perimeter edges, mechanically attached to the substrate.
2. Shop fabricate and install new TPO clad metal drip edge. Set same in mastic and flash per manufacturer's recommendations.
3. Furnish and install new TPO pipe boot flashing at all plumbing vents where existing are removed. Set same in mastic and flash per manufacturer's recommendations.
4. Remove and reinstall internal roof drains clamping ring and basket. If there are none existing, new shall be provided.
5. Shop fabricate and install new TPO clad metal pitch pans around all other penetrations. Set same in mastic and flash per manufacturer's recommendations. All pans to be filled with mortar mix, crowned with mastic and aluminized.
6. City or county roofing permit, crane and sales tax are included.
7. Add P.V.C. extensions to all plumbing stacks where height is below 8".
8. Digitized roof drawing and photographs depicting work areas and details for this work scope are attached.



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GUARANTEE

Twenty (20) year No Dollar Limit (N.D.L.) guarantee on materials and labor by Carlisle.

WARRANTY

Two (2) year standard warranty on materials and labor by ARI Insurance, Inc.

QUOTATION

FOR THE SUM OF..... \$174,132.00
(One Hundred Seventy Four Thousand One Hundred Thirty Two Dollars)

Please be advised that the amount quoted in this proposal has been reduced by the amount of any applicable rebates. The contractor shall receive all rebates, in which Owner agrees to execute any documents necessary for the contractor to recover payment for same.

Our work is done in a workmanlike manner by trained, qualified mechanics using the latest technical equipment for the job. During the course of the job the progress, workmanship and housekeeping is documented and reviewed by management for quality control. As always, **ADVANCED ROOFING, INC.** is "Committed to Quality".

Extended guarantees are available with a maintenance program.

Safety and protection of the property is our concern and we take precautions to protect people and property from damage or injury during the course of the job. All work areas will be cleaned daily and equipment will be removed immediately upon completion of work.

Notice to Owner: Due to extreme volatility in asphalt, insulation and steel product prices, the price set forth in this proposal/contract applies only to orders for asphalt, insulation and steel products that are ordered and paid for within thirty (30) days of the date of this proposal/contract. All other orders shall be subject to change based upon change in the price of asphalt, insulation and steel related products charged to Advanced Roofing, Inc. Advanced Roofing shall either pay for all materials within this time period, OR adjust the bid to accommodate their intended method of payment OR notify the Owner in writing when pay request is subject to an up-charge.



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TERMS OF PAYMENT

Progress payments based on percentage of completion using American Institute of Architects form.

- a. Per AIA 702 and 703 Schedule of Values/Progress Payments.
- b. 10% retainage to be paid upon delivery of permit final, warranties and Final Releases of Lien.

ATTENTION PROPERTY OWNERS - DON'T JEOPARDIZE YOUR INSURANCE

We are fully and properly insured, in addition with our base coverage of 1 million, 2 million aggregate, we also carry an addition \$10,000,000 in excess coverage. Proof of insurance will be sent upon request. It is in the best interest of the owner to make sure a contractor carries the amount of insurance as stated above and ask for proof.

Thank you for the opportunity to bid on this work. Should you have any questions or require any additional information, please do not hesitate to call.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written order and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance.

Authorized Signature: _____

Daniel Stokes, CSI, CDT, RCI, CPRC
 Vice President

NOTE: This proposal may be withdrawn by us if not accepted within _____ days.
 Owner is responsible for asbestos testing and related cost to remove.

Acceptance of Proposal Thirty (30)

The undersigned as (check one) Owner Authorized agent of Owner hereby accepts and agrees to the prices, specifications and conditions indicated above and on the reverse side of this contract.

Accepted: _____ Signature: _____

Date: _____ Signature: _____

CONTRACT TERMS AND CONDITIONS

The following provisions form part of the contract between the parties hereto. Advanced Roofing, Inc. will be referred to as "Advanced".

GUARANTEE: Unless otherwise provided in the body of this contract, re-roofing jobs are guaranteed by ARI Insurance, Inc. for two years, the premium for which is included in the contract amount. The guarantee covers any defect in workmanship or materials supplied by Advanced which cause a leak to the premises. The guarantee does not cover actions beyond the control of Advanced, including but not limited to windstorms, hurricanes, tornadoes, lightning, plants or animal life, such as termites, damage caused by Owner or other parties, or work done by parties not under the control of Advanced. Mechanical and electrical modifications are not part of Advanced's responsibility unless included in the scope of work (otherwise described herein). The extent of this guarantee shall not exceed the contract amount paid to Advanced Roofing and shall not extend to consequential damages. Claims made under this guarantee shall be made to ARI Insurance, Inc. c/o Advanced Roofing, Inc. Advanced Roofing is authorized to photograph the property in order to determine the scope of services, marketing, or other purposes associated with the project.

CLAIMS: All claims for nonfulfillment of the contract shall be made within 30 days from completion of the work. Advanced reserves the right to correct any condition for which it is responsible including damage to other property. In the event others repair or attempt to repair any problem with the work done by Advanced, unless authorized by Advanced in writing, all guarantees and warranties associated with this project shall be void and of no other further force and effect. Advanced shall not be liable for any cost of work or repairs to its work done by others unless previously authorized by Advanced in writing.

PAYMENT: Owner has represented to Advanced that it has the funds available to make payment and has further agreed to supply financial records satisfactory to Advanced, prior to commencement of construction. If Advanced in its sole discretion is not satisfied with Owner's current or future ability to pay it may terminate this contract. Final payment is due on the completion of the job and is a condition precedent to any warranty or guarantee obligation of Advanced or ARI Insurance, Inc. Any release, lien waiver, or warranty issued pursuant to this project is delivered in escrow subject to payment and may be cancelled for nonpayment. Advanced's right to payment is not contingent upon the acceptance of work done by others and vice which Advanced has no control. The prevailing party in any litigation, arbitration, or mediation relating to this agreement shall be entitled to recover its reasonable attorneys' fees from the other party for all matters, including, but not limited to appeals. Broward County, Florida, shall be proper venue for any litigation involving this agreement. Interest shall be due on all amounts not paid within 30 days of the date due at eighteen percent per annum from the date payment was due. Owner hereby expressly consents to the exclusive personal jurisdiction of the state and federal courts located in Broward County, Florida for any lawsuit filed arising from or related to this Agreement and waives any argument that any such court lacks jurisdiction or that venue in such forum is not convenient. In the event Owner commences any action arising under this Agreement in another jurisdiction or venue, Advanced shall, at its sole option, be entitled to have the case transferred to one of the jurisdictions and venues above stated, or if such transfer cannot be accomplished under applicable law, Owner consents to have such case dismissed without prejudice. Please be advised that the contract price has been reduced by the amount of any applicable rebates. The contractor shall receive all rebates in which Owner agrees to execute any documents necessary for the contractor to receive payment for same.

UNFORESEEN CONDITIONS: In the event that unforeseen conditions arise that were not apparent upon visual inspection, such additional work shall be performed on a time and material basis over the price stated in this contract. Examples of conditions which will be considered an unforeseen condition giving rise to an increase in the cost of the job would be the discovery of additional roofs during tear-off, or that the original roof was solidly mopped to the deck; deck conditions requiring repair, or any other condition that Advanced should not reasonably have anticipated from visual inspection and included in the price provided for in the contract.

OWNER RESPONSIBILITIES: Unless otherwise provided for in the body of this contract, Owner is responsible for any of the following conditions: Asbestos testing and removal expenses, if any; wind uplift and moisture testing (if required); engineering and attachment or enhancement of the existing/proposed roof/deck system and any structural component of the building; the condition of the existing/proposed deck slope, structural integrity of the deck, method of attachment of the deck, buried conduits, and equipment below the deck or any other structural deficiencies which may contribute to preventing positive drainage on the roof surface; Waterproofing of the building envelope, including windows, doors, or other areas outside the scope of work performed by Advanced; Owner may be responsible for moving or otherwise protecting signs, lighting antennas, satellite dishes or other property or equipment which interferes with the re-roofing of the property and agrees not to hold Advanced liable for damage to same unless Advanced accepted the responsibility therefore.

PRE-CONSTRUCTION INSPECTION/LEAKS: Roofs ready for replacement are generally leaky and holding water which may, through no fault of Advanced, leak into the building during the course of the re-roofing process. Advanced shall use best roofing practices to minimize the risk of leaks but Owner agrees not to hold it liable for leaks not directly caused as a result of negligent practices. Additionally, interior damage generally pre-exists commencement of the re-roofing project. Owner agrees to provide access (and interior areas and top floor units in order for the parties to document pre-existing damage. The risk is upon Owner, who agrees to indemnify and hold Advanced harmless, against any claim by Owner or any other party seeking to hold Advanced liable for damages where Advanced was not provided access during its pre-construction inspections in the areas in question. Owner also shall have the responsibility to notify its residents of the steps that must be taken to protect their property, which will be contained in the Start-Up letter provided by Advanced. Owner shall also provide the staging area and cooperate to inform and assist in preventing rodents or others from entering that area or any area under construction.

PRICES QUOTED ARE FOR GALVANIZED flashing, eave drip and gravel stop unless otherwise specified.

EXISTING PROPERTY OR EQUIPMENT: Unless otherwise specified in this contract, Advanced shall not be liable for damage to property or equipment, including signs, lighting fixtures, antennas, satellite dishes or other equipment at the property which is reasonably at risk from the work performed by Advanced. Any expenses incurred by Advanced to protect said property shall be paid for by Owner.

RISK OF DAMAGE: It can be expected that the work will cause vibration, which could cause damage to the building or its contents. The Owner is in the best position to secure said property or, in the case of others who occupy interior units, to advise them of the need to do so. Advanced does not assume any risk and shall not be held liable for damage to stained, cracked or damaged ceilings or ceiling components, cracked or damaged plaster, insulation, acoustical tile or personal property of fixtures within or about the building(s), cracks in driveways, curbs and sidewalks or soft) repair or replacement. Additionally, Advanced shall not be liable for damage to parked vehicles or property located in or about the staging area assigned for its use, or for any damage or injury for respiratory problems which may result from the odors associated with its work. The Owner shall advise its tenants and employees of these risks and concerns and take such action as it deems reasonable.

DELAYS: Advanced shall not be liable in any respect for any delays caused by strikes, labor disputes, court injunctions, actions by the Owner or by third parties, Acts of God, or other conditions outside of its control. In the event Advanced must reimburse as a result of any action for which the Owner is responsible, or due to weather or other conditions not the responsibility of Advanced, Advanced shall be entitled to an increase of the contract price attributed thereto. If it is necessary to perform additional work in order to protect the property from adverse weather or to repair work damaged by adverse weather, Advanced will be entitled to a change order for reimbursement for same.

MATERIAL PRICE CHANGES: Due to extreme volatility in material prices, the price set forth in this proposal/contract applies only to orders for asphalt products that are ordered and paid for within thirty (30) days of the date of this proposal/contract. All other orders shall be subject to change based upon changes in the price of asphalt-related products charged to Advanced. Similarly, if there is an increase in the price of steel products, plywood, insulation or other materials to be used on this project subsequent to making this proposal/contract, the price set forth in this proposal/contract shall be increased to reflect the additional cost to Advanced, who will submit written documentation of the increased charges. A fuel surcharge can be added if the price of fuel increases by more than 5% between the time the contract is signed and commencement.

BREACH: In the event Owner terminates or breaches this contract, or if a condition attributable to Owner or Owner's property arises that prevents Advanced from fulfilling the contract, Advanced shall be entitled to be paid that percentage of the contract price as the percentage of work performed, plus for work not performed, all expenses incurred in preparing to perform same, mobilization expenses and profit which would have been realized had the work been completed. If the contract is terminated as a result of strike, labor dispute or conditions not the fault of or attributable to either party hereto, Advanced shall be entitled to recover from Owner that percentage of the contract price as the percentage of work performed, plus for work not performed, all expenses incurred in preparing to perform same, mobilization expenses or other expenses incurred related to the project but not profit for work not performed.

NO ORAL PROMISES: There are no promises, representations or understandings outside of this instrument which instrument represents the complete agreement between the parties. No modification of this contract shall be valid unless in writing, signed by the party against whom the change is asserted. Any fulfillment required by this contract shall be made in writing.

LIMITATION OF LIABILITY: Advanced Roofing is not liable for any claim for injury or damages, whether based upon a contractual, statutory or tort theory, which result from (a) natural disasters including but not limited to lightning, windstorm, hail, hurricane, tornado, wind gust force of greater; (b) misuse, neglect, or unauthorized alterations of the roofing system or as a result of or connected with materials supplied or installed by others; (c) exposure to damaging substances such as oil, solvents etc.; (d) failure of the substrate, surface or materials under the roof; (e) improper drainage; (f) lack of recommended maintenance; (g) damage resulting from water entry from any portion of the building structure which is not a part of the roofing system; or (h) any claim related in any way to damage or injuries from mold, spores, fungus, oily organic pathogen or exposure to toxic or noxious substances, fumes or vapors. Advanced Roofing shall have no obligation under this Contract until all bills for installation, service, and materials have been paid for in full. The Owner will, at its expense initiate an on-going maintenance program to include keeping all bills paid filed with master, maintaining caulk or sealant around all roof penetrations, cap metal cover plates, gravel pipes, counter flashings, lead-in/flash bars, exterior cupcups, gutters, down spouts and leader heads, and keeping the roof free of vegetation, trash and debris and such other miscellaneous items necessary to maintain the serviceability of the roofing system. If this roofing system is covered under a manufacturer's Warranty, Advanced is not liable for the provisions thereof. The warranty and liability of Advanced Roofing shall only accrue to and be for the benefit of the original Owner named herein, and is NOT assignable or transferable without prior written approval and inspection by Advanced Roofing.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ADVANCED ROOFING INC. 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 REPRESENTED BY THIS WARRANTY.

Advanced Roofing's exclusive responsibility and liability under this warranty has been transferred to ARI Insurance, Inc. and, in the case of a new roof, to make repairs that may be necessary to maintain the roofing system in a watertight condition for the length of Advanced Roofing's warranty period; and in the case of a repair, to repair any additional leaks which result from faulty repair work done by Advanced Roofing. (Owner acknowledges that leaks may come from more than one possible source and that Advanced Roofing does not guarantee that it a repair will stop leaks not associated with the area repaired by it.) Advanced Roofing shall not be liable for its own negligence, or under theories of statutory or strict liability or any other theory of liability other than the exclusive liability set forth in this warranty which Owner agrees as it is a remedy notwithstanding the type or category of damages claimed. Under any circumstances, Advanced Roofing will not be liable for any personal injury claims, or claims for consequential damage to the structure (upon which the roofing system is affixed) or its contents, loss of time or profits or any inconvenience or expense incurred by Owner. Any change to the provisions of this section must be in writing and signed by a corporate officer of Advanced Roofing, Inc.

EXHIBIT 1

13-0625

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**FORT LAUDERDALE Holiday Park Gym
COST ESTIMATE BREAK DOWN SCHEDULE**

ITEM	CostCode	UNIT	QTY	Cost/Unit	COST
Tear Off & Disposal	2 c	SF	12,336	\$ 1.00	\$ 12,336.00
Carlisle TPO Roofing System	28c	SF	12,336	\$ 2.25	\$ 27,756.00
Tapered Insulation System	3A c	SF	37,008	\$ 2.50	\$ 92,520.00
Drip Edge	11B c	LF	540	\$ 12.00	\$ 6,480.00
Counter Flashing	12 c	LF	120	\$ 10.00	\$ 1,200.00
Drain Flashing	4	EA	4	\$ 900.00	\$ 3,600.00
Wood Blocking 2"x 6"	33 B b	LF	640	\$ 5.00	\$ 3,200.00
Non-Metalic Flashing 18" Wide	7 c	LF	800	\$ 18.00	\$ 14,400.00
Pitch Pans	15	EA	24	\$ 200.00	\$ 4,800.00
Expansion Joint	21 c	LF	80	\$ 22.00	\$ 1,760.00
Crane Rental	45	Allowance	1	\$ 3,500.00	\$ 3,500.00
Permitting, Engineering, Warranty,	44	Allowance	1	\$ 2,580.00	\$ 2,580.00
SUB TOTAL					\$ 174,132.00
TOTAL					\$ 174,132.00

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