

Country Club Tower Association of Coral Springs, Inc.
10777 West Sample Road
Coral Springs, FL 33065
Jerry Rubin, Pres. Dr Daniel J Mason, Vice President
954-850-6912 (cell)
954-752-3750 (office) 954-752-7203 (office fax)

TO: SPF Roofing Systems, Inc
1848 NW 22nd Street
Pompano Beach, FL 33069
Michael Trussell, Pres
954-629-7094 (cell) 954-629-7094 (office)

EXHIBIT A-CONTRACTOR'S RESPONSIBILITIES:

A. SCOPE OF WORK:

1. To provide all labor, materials and equipment to install a new Polyurethane Foam Roof System (SPF) at Country Club Tower of Coral Springs to include the main roof, the elevator roof, cooling tower roof, stairway roofs, pump house roof , inner and top parapet walls under the contract terms consisting of items A thru S as described in Exhibit A , inventoried and Work Requirements in Exhibit B, and Exhibit C with accompanying Manufacturer's Brochures, Specifications, Warranties and literature.
2. Perform the Work following the Contract Documents, which consists of:
 - a. The executed Agreement, Exhibit A – Contractor's Responsibilities
 - b. Exhibit B, Consisting of:
 - (1) Inventory of Materials and Work Requirements
 - (2) SPF Roofing System Proposal and Specifications
 - (3) Manufacturers Specifications and Applicable Warranties
 - c. Exhibit C, Consisting of a product list.
 - d. A Tomassi Roof Moisture Survey TAS-126 dated February 27, 2018
 - e. And any Addenda issued before signing of the Agreement

B. CONTRACT PRICE AND PAYMENTS:

1. The Association shall pay Contractor, in current funds, for the performance of the Work, subject to additions and deductions by written Change Order agreed by the parties, the Contract sum of

\$ 249,500 which includes Florida State Sales Tax and Permit Fees. Payments to be made according to the following schedule.

\$ 12,475 upon execution of contract.

\$ 62,375 upon work commencement, loose gravel removal, washing, parapet preparation

\$ \$49,900 upon removal of all moisture areas included, but not limited to, A Tomassi Roof Testing Survey TAS-126 dated February 27th, 2018.

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\$ 49,900 upon completion of application of all spray foam on roof wings 1 and 2 (East and West)

\$ 49,900 upon completion of all roofs and parapet walls as designated in the scope of the Work.

\$ 24,950 to be paid within 20 days after all of the final paperwork has been received, upon full completion and upon final inspection and approval by Country Club Tower Association, its representatives, and local authorities

All payments to be made to S.P.F. Roofing Systems, Inc.

2. Country Club Tower's designated representative will make an inspection of the premises prior to each payment called for in this Contract. Upon written approval, the Work will proceed to the next stage. The Contractor shall deliver to the Association its affidavit that all laborers, materialmen, Subcontractors and suppliers have been paid to the date of completion of each phase of the Work, and that any and all liens have been satisfied and removed.
3. At completion of the Work the Contractor shall deliver final releases of liens from all subcontractors, materialmen and laborers, as well as Contractor's Final Release of Lien and Contractor's Final Affidavit. The Contractor shall deliver to the Association the manufacture's warranty as appended to this Contract.
4. Payments due to Contractor may be withheld by the Association on a count of (1) defective Work not remedied, (2) claims filed, (3) failure to make payments properly to laborers, materialmen, Subcontractors or suppliers, (4) reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay or if any of the foregoing said causes is not removed or if Contractor at any time shall refuse or neglect to supply properly skilled workmen or materials of the proper quality or quantity necessary for the performance of the Work hereunder or fail in any respect to prosecute the Work with promptness and diligence or fail to perform or to adhere to any agreement on its part herein contained.
5. If the Contractor defaults or fails or neglects to carry out the Work in accordance with the Contract Documents or fails to perform a provision of the Contract, the Association, after three days written notice to the Contractor and unless such default is cured within such three day period then without prejudice to any other remedy the Association may have, may make good such deficiencies and may deduct the costs thereof from the payment then or thereafter due the Contractor. In addition to the foregoing rights and remedies, the Association shall be at liberty to terminate the employment of Contractor under this Contract and to enter upon the premises of jobsite and take possession of all materials or appliance, of any kind whatsoever, thereon and to employ any other person or persons to finish the Work and to provide the materials therefor, and in case of such discontinuance of the employment of Contractor, he shall not be entitled to receive any payment under this Contract which might be due him, until said work shall be finished and payment in full therefor shall be made by Association at which time, if the unpaid balance of the amount to be paid under this Contract shall exceed the expenses, including but not limited to compensation for Association's representatives

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services and expenses made necessary thereby, incurred by Association in finishing Contractor's Work, such excess shall be paid by Association to Contractor, but if such expenses shall exceed such unpaid balance, Contractor shall pay the difference to Association. Contractor's right to payment under this Contract shall also be subject to those conditions for payment set forth in other paragraphs of this Contract. If Contractor shall at any time prior or subsequent to the execution of this Contract, have entered into another Contract with Association and if there exists any default or threatened default by Contractor in his performance of this Contract, then Association shall have the right to withhold any and all monies due, or to become due, to Contractor under such other Contracts.

6. Should Contractor cause damage to the property that requires emergency repairs, the Association may act immediately without notice to the Contractor. The cost of such repair to be borne by the Contractor.
7. Payment of any sums to Contractor shall not constitute a waiver of any of the Association's rights pursuant to the Contract or deemed to constitute Association's acceptance of defective work.

C. TIMELY COMPLETION:

1. The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations, including cleanup, proper disposal of waste and protection of the Association's property. The work may constitute the whole or a part of the project.
2. The Work to be performed under this Contract shall be, subject to authorized adjustments, completed not later than ____ calendar days from date of commencement of the work or 60 calendar days commencing at the date of contract signing. If the work is not completed by such dates then the default provision contained therein shall apply.

Should the Association experience any damage by the Contractor between the commencement of this contract and its completion, Contractor shall make the necessary repairs to restore the damage to its original condition as part of the Contract.

3. Time is of the essence of this contract and any breach of same shall go to the essence hereof, the Contractor, in agreeing to complete the Work within the time herein mentioned, has taken into consideration and made allowances for all hindrances and delays incident to his Work.
4. The Contractor shall not be entitled to any claim for damages on account of hindrance or delays from any cause whatsoever, but if occasioned by act or omission on the part of the Association or its employees, such act, hindrance or delay may only entitle the Contractor to receive an extension of time as its sole and exclusive remedy. An extension of time to complete the work shall be determined by the Association provided that the Contractor provide the Association with notice in writing of the cause of said act, hindrance or delay within ten (10) days after its occurrence. All extensions of time

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shall be authorized only by a written change order executed by the Association and Contractor. Damages as referenced in this Contract shall include any type of damages that are or could be awarded by any court or arbitration panel such as, by way of general example but not limitation, tort, contract, strict liability, liquidated and/or punitive damages. By way of general example, but not limitation, damages as referenced within this clause includes loss of use, loss of profits, overheads and repair costs, cost of capital, replacements, loss of wages. Pain and suffering, loss of production costs to replace the facilities, equipment and/or product loss, increased home office overhead, loss of use, decrease in value and/or any other item of damage of loss. The Contractor recognizes and specifically acknowledges the terms and conditions of the "no damage for delay" clause upon execution of this Contract. Contractor agrees to commence the Work when it is ready to diligently and continuously perform such Work.

Contractor shall make payments promptly to his vendors, Subcontractors and for material used by him in the performance of his Work.

D. CONTRACT COSTS:

1. The Work includes all transportation, storage, equipment, supplies, labor and materials, plans, permits, drawings and specifications necessary for a complete and functional installation, and inspection requirements. All Work performed by this Contractor or by others to make this Contractor's Work comply with applicable building codes, or interpretations thereof, shall be performed at not additional cost to the Association. The Work shall also include all labor, materials and everything required or claimed by Contractor's materialmen, suppliers or laborers to complete the Work in accordance with the drawings and specifications, notwithstanding that such labor, materials or other things may not be designated in the drawings and specifications.
2. Contractor shall give all notices and comply with all local ordinances, requirements of city and county building codes and of federal and state authorities which are applicable to all Work, local sanitary laws and rules and regulations, and all ordinances, and interpretations of such ordinances, requirements, laws, rules and regulations by governing public authorities, regardless of whether such ordinances, requirements laws, rules and regulations are set forth in this Contract, or the drawings and specifications. Contractor shall furnish without any extra charge, any additional materials and labor that may be required to comply with such ordinances, requirements, laws, rules and regulations. Contractor shall secure, in its own name and right, and pay for all inspections, fees, licenses and royalties necessary for the execution of the Work to be performed.
3. Contractor will pay all social security and other taxes imposed upon him as an employer in connection with the performance of this Contract, and will furnish evidence, when required by Association, showing that all such payments required to be made have been paid.
4. Contractor shall pay all applicable health and welfare charges, local, state and federal taxes, including sales and use taxes and union fees in connection with its Work. Contractor is hereby made responsible for any and all liabilities and obligations in respect to any retirement, pensions or vacation plan for the benefit of the labor employed, Subcontractors or other employees.

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5. All Contract costs paid by Contractor shall be at the expense of Contractor.

E. SUPERVISION AND PERFORMANCE:

1. Contractor shall supervise and direct the Work, using its best skill and attention and it shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract. Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ on the Work any unfit person. Persons careless, incompetent, unskilled or otherwise objectionable as determined by the Association shall be dismissed from work and Contractor will replace such person at no additional cost to the Association.
2. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. It shall take all reasonable protection to prevent damage, injury or loss to: 1) all employees on the Work and other persons who may be affected thereby; 2) all the Work and all materials and equipment to be incorporated therein; and 3) other property at the site or adjacent thereto. It shall give all notices and comply with all applicable laws, ordinances, rules, regulation and orders of any public authority including, but not limited to O.S.H.A., bearing on the safety of persons and property and their protection from damage, injury or loss.
3. Further, it is the sole responsibility of Contractor to secure, safeguard and protect his material and operation from damage or theft.

The Association will provide a Staging and Storage Area where all equipment, supplies, vehicles, etc., must be returned at the end of each day.

4. Contractor shall promptly remedy all damage or loss to any property including but not limited to plants, shrubs, automobiles, transmission equipment, roof, etc., caused in whole or in part by Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts, any of them may be liable. Contractor shall be responsible to Association for the acts and omissions of its employees, Subcontractors and their agents and employees, and other persons performing any of the Work under a Contract with the Contractor, including with regard to damages to any persons or property. Damage to the roof will be remedied by the Warrantor and their approved representative. Damage to the transmission service equipment or any of its components will be remedied under the supervision of Sprint, Inc. and Country Club Tower and their approved representatives. All costs to be borne by the Contractor.
5. The Association reserves the right, in its sole discretion, to take the necessary action to maintain adequate security at the building and appropriate behavior by workmen. The Association may, at its sole option, require Contractor to replace workers who fail to comply.
6. All Work will be performed between the hours of 8 am and 6 pm, Monday through Saturday, except if the Association grants permission to work other hours.

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F. SUBCONTRACTS:

1. A Subcontractor is a person or an entity who has a direct contract with the Contractor to perform a portion of the Work at the site.
2. The Contractor shall furnish in writing to the Association the names of the Subcontractors for each of the principal portions of the Work and shall not contract with a Subcontractor to whom the Association has made reasonable and timely objection. Subcontractors, to the extent of the Work to be performed, are bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligation and responsibilities which the Contract, by the Contract Documents, assumes toward the Association.

G. INSURANCE:

1. The Contractor agrees to furnish the following insurance:

Workmen's or Workers' Compensation and Employers Liability Insurance in the Contractor's name with limits of liabilities at least \$1,000,000 and containing a waiver of subrogation in favor of the Association.

Liability Insurance including Protective Liability in Contractor's name with bodily injury limits of at least \$1,000,000 per person and \$3,000,000 per incident and \$1,000,000 for property damage.

Automobile Liability Insurance in the Contractor's name with limits of liability not less than \$1,000,000 per person, per accident for bodily injury and \$250,000 for property damage coverage to include owned, hired, and non-owned vehicles.

Contractual Liability Insurance in Contractor's name specifically endorsed to cover the indemnity agreement in the Contract. Limits of liability shall not be less than \$1,000,000 per person, per accident for bodily injury and for property damage.

The Contractor agrees to supply the Association with evidence of said insurance policies in full force and effect during the entire course of the Work to be performed. It is understood that if the Contractor receives any insurance cancellation notice, it will immediately notify the Association and Contractor agrees to replace said policies promptly. Contractor agrees that it shall perform no Work under this Agreement during such time, as said insurance policies are not in full force and effect.

2. The Contractor shall provide the Association with Certificates of Insurance provided for in Paragraph G1 naming the Association as a party insured thereafter and insured as a separate project endorsement. Said insurance does not limit the Contractor's liability. The policies shall contain a 30-day notice of cancellation clause.
3. The Contractor must certify to the Association that he has obtained similar certificates of insurance or memorandum evidence of insurance from each of his Subcontractors before their work commences. The crane company shall supply the Association with Certificates of Liability Insurance in an amount not less than \$5,000,000.

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H. CLEAN-UP:

1. Contractor shall cause no waste to the Condominium or adjoining property in the performance of this Contract, and at all times shall keep the premises free from accumulation of waste materials and rubbish. At the completion of the Work it shall remove all its waste materials and rubbish from and about the Project as well as its tools, construction equipment, machinery and surplus materials and return all affected areas of the property to a broom clean condition. The Contractor will not use the Association's dumpster.
2. Unless otherwise required by ordinances, Contractor shall not identify the Association as the generator of, or the entity who arranged for, the disposal of waste materials and rubbish. The Contractor shall warranty that he is familiar with all laws, ordinances, rules and regulations concerning the proper disposal of waste materials and rubbish.
3. If, after three days notice by Association's representative to Contractor's representative at the site of the Work, Contractor has not diligently proceeded with the clean-up as outlined in this paragraph, then Association has the right to proceed with the clean-up Work at Contractor's cost and expense.

Contractor shall maintain free, clear, and unobstructed egress and ingress with respect to the condominium property.

I. CORRECTIONS OF WORK

1. The Contractor shall promptly correct Work rejected by the Association, its representative or local authorities or Work failing to conform to the requirements of the Contract Documents whether observed before or after Substantial Completion and whether or not fabricated, installed or completed, and shall correct any Work found to be not in accordance with the requirements of the Contract Documents.

J. WARRANTIES:

1. In addition to the warranties set forth in Exhibit A and the attachments thereto, Contractor warrants to Association that all materials and equipment incorporated in the Work will be good quality, free from faults and defects and in conformance with the Contract documents, including but not limited to, the drawings, specifications, and building code requirements. All Work not conforming to these standards may be considered defective. Further, Contractor expressly warrants and guarantees all Work and materials provided under this Contract to be merchantable and fit for the purposes intended for a period of 20 (twenty) years from date of final acceptance by Country Club Tower Association and local authorities. In addition, Contractor hereby agrees that during said period of time, any flaws or deficiencies in either Work or material or damages caused by the Work, materials shall be corrected and/or replaced and restored to first class working order and condition at no cost to the Association. In the event of his refusal to so restore same as aforesaid, Association may do said Work and/or secure additional material after fourteen (14) days notice to Contractor, and Contractor shall reimburse Association for such sum.

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2. Contractor further warrants that it will comply with all application and other requirements of the Contract Documents and each producer, manufacturer or supplier and will ensure that any inspections or other requirements of producer, manufacturer or supplier for a warranty of the materials takes place or alternatively will assume responsibility for any such warranty that might otherwise have been provided and will deliver to the Association all warranties from all manufacturer's, producers, suppliers and/or materialmen whose products are incorporated into the Work.
3. Contractor acknowledges that he has examined the structures, equipment in detail and understands the manner in which they have been constructed.

K. HOLD HARMLESS:

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Association and its officers and employees from and against all liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor, and persons employed or utilized by the Contractor in the performance of this contract. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Contract. The indemnification obligation under this Contract shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. The parties hereto specifically acknowledge and agree this indemnification shall survive the completion of the Work hereunder and the termination of this Contract. Other statements notwithstanding, Contractor shall not be liable for damages of a consequential nature.

L. INTENTIONALLY LEFT BLANK

M. LIENS:

Contractor will save and keep the building referred to in this Contract or the land upon which it is situated, free from all mechanic's liens and all other liens by reason of his Work or any materials or other things used by him therein. If Contractor fails to remove such lien(s) by bonding it or otherwise or if Contractor files a lien against building referred to in this Contract or the land upon which they are situated prior to the time when the amount claimed is payable to Contractor by Association under the terms of this Contract, Association may retain sufficient funds, out of any money due or thereafter to become due by Association to Contractor to pay the same and to pay all costs incurred by reason thereof, including reasonable attorney's fees and the cost of any lien bonds that Association may elect to obtain, and Association may pay said lien or liens and costs out of any funds which are or which become due to Contractor and which are at any time in the possession of Association.

N. WAIVER:

1. This Contract constitutes the entire agreement between the parties hereto. No change or modification of this Contract shall be valid unless in writing and signed by all parties

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hereto. No waiver of any provisions of this Contract shall be valid unless in writing and signed by the party against whom it is sought to be enforced. Further, the provisions, conditions, terms and covenants herein contained shall bind and the benefits and advantages shall inure to the respective successors, assigns, trustees, receivers and personal representatives of the parties hereto.

2. No failure of Association to exercise any power or right given hereunder or to insist upon strict compliance by Contractor with any of his obligations hereunder, and no custom or practice of the parties at variance with the terms of this Contract, shall constitute a waiver or variation of Association's rights to demand exact compliance with the terms hereof.

O. ALTERATIONS:

1. No alterations, modifications or change orders shall be made in the Work as shown or described in the drawings or specifications as modified by applicable ordinances, requirements, laws, rules and regulations as set forth herein, except on the written authorization of Association and when so made, the value of the Work or materials added or omitted and any extension or deduction from the time of completion necessitated thereby shall be computed and determined by Contractor, subject to the written approval and acceptance by Association, and the amount so determined shall be added to (if Contractor has not previously agreed to perform the additional Work under the terms of this Contract) or deducted from the Contract price or prices and time of completion. Contractor shall have no claim for the cost of additional Work or for an extension of time (including, without limitation, claims for impact damages or to costs due to delay) unless such Work and the cost and expenses thereof or time is stated on the face of a written change order. Any attempted reservation by Contractor of the right to subsequently claim any amount or extension of time not stated on the face of a written change order approved and accepted by Association shall be null and void. All change orders issued under this Contract shall be subject to all of the terms of this Contract.
2. The Contractor shall not substitute any material or procedure specifically set forth in the Specifications unless it is demonstrated that they are equal or better quality than the material or procedure specified. Substitution shall be made only with prior written approval of the Association.
3. Where discrepancies between the Documents occur or where any error, inconsistency or omission is discovered, the Contractor will notify the Association prior to beginning construction of the item requiring clarification and will not begin work until receiving the revision in writing.

P. ASSIGNMENT:

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

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Q. NOTICES:

Notices to the parties as provided herein shall be by certified mail to the following addresses:

To Association: Country Club Tower Association
10777 W. Sample Road
Coral Springs, FL 33065

To Contractor: SPF Roofing Systems, Inc.
1848 NW 22nd Street
Pompano Beach, FL 33069
Michael Trussell, Pres

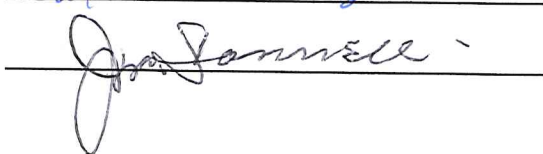
R. JURISDICTION AND VENUE:

Venue for any action, proceeding, or litigation arising out of or concerning this contract shall be in Broward County, Florida and the parties expressly waive their right to venue elsewhere.

S. ATTORNEY'S FEES:

In any action, proceeding, or litigation arising out of or concerning this contract, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees, including all costs and reasonable attorney's fees through all appellate levels.

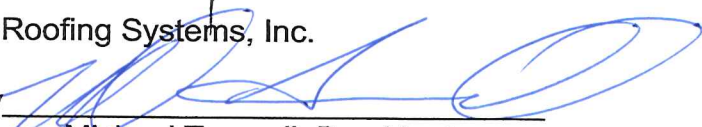
SIGNED, SEALED AND APPROVED,
In the presence of:

COUNTRY CLUB TOWER ASSOCIATION

By 
Daniel J. Mason MD, Vice President

SPF Roofing Systems, Inc.

By 
Michael Trussell, President

Country Club Tower Association of Coral Springs, Inc.
10777 West Sample Road
Coral Springs, FL 33065
Jerry Rubin, Pres. Dr. Daniel J. Mason, Vice Pres.
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TO: SPF Roofing Systems, Inc.
1848 NW 22nd Street
Pompano Beach, FL 33069
Michael Trussell, Pres

EXHIBIT B

1. INVENTORY OF MATERIALS AND WORK REQUIREMENTS

- A. File for and obtain permitting. Any code required engineering including, but not limited to, drainage calculations, fastener density calculations, uplift calculations, pull out tests, all or any to be performed at no cost to the to the owner.
- B. Remove any loose gravel from the existing roof system and store in non-destructive piles for removal by crane. Powerwash the existing roof to obtain a clean surface. Surfaces shall be dry, free of dirt, grease, loose gravel, release agents or other contaminants prior to SPF application. Proper adhesion is required.
- C. Remove and correct all moisture areas as depicted on the Tomassi Roof Moisture Testing Survey TAS-126 dated February 27th, 2018. Correct any deficiencies in the existing roofs including, but not limited to, blisters, splits, cracks, holes, fish mouths etc.
- D. All corrections to be performed using Manufacturers Specifications and the requirement of proper adhesion to the existing concrete roof surface and the coal tar surface.
- E. The entire system shall be a seamless. Insulated and waterproof roofing system. The contractor, manufacturer's representative and Country Club Tower's representative shall jointly inspect the work before the application of any material. If any deficiencies exist the contractor shall correct noted defects and an additional inspection shall be conducted to verify compliance.
- F. The completed foam surface shall be free of pinholes or fisheyes. The surface shall be smooth to orange peel in surface texture. Popcorn or tree bark textures are not acceptable.
- G. Products as listed in exhibit C to be supplied by a single source manufacturer or otherwise approved by owner.

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2. SPF ROOFING SYSTEM PROPOSAL AND SPECIFICATIONS

Dated March 8, 2018 subject to Section A whose contents are superior, wherever a discrepancy exists, unless modified in writing by the owner.

3. MANUFACTURER'S SPECIFICATONS AND WARRANTY

All components of the SPF Roof system shall be warranted by the manufacturer for a period not less than 20 years from the date of start-up/installation. A facsimile of such warranty shall be attached.

EXHIBIT C

LISTING OF PRODUCTS

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