

Village of Tequesta Water Treatment Plant Memo

345 Tequesta Drive
Tequesta, FL 33469



561-768-0700
www.tequesta.org

To: Michael Couzzo, Village Manager

From: Nate Litteral, Water Plant Superintendent

Date: 9/7/18

Subj: RO Plant Generator Enclosure Roof

This agenda item references the RO Plant Generator Enclosure Roof repair.

The enclosure is 18 years old and is in need of repair. Altec Roofing has proposed to install a GACO roof coating system and flashing to waterproof the existing structure.

The proposal includes all preparations, materials and labor for \$4827.00.

Due to the site conditions, (high temperatures and vibration from genset) a 10 year warranty on workmanship and materials is offered for an additional \$1000.00. I strongly recommend to be included as well.

The total project proposal is \$5827.00 and will be paid from 401-242-546.303 Building Repair and Maintenance

Nate Litteral
Water Plant Superintendent
Water Production



EST. 1984

"Service and Experience Above the Rest"

State License # CCC1330587

CONTRACT PROPOSAL

Owner/Contractor:	Village of Tequesta	Jobsite:	Village of Tequesta
Address:	901 North Dixie Hwy	Address:	901 Old Dixie Hwy
City/State/Zip:	Tequesta, FL 33469	City/State/Zip:	Tequesta, FL 33469
PRJ #8302:	Generator Bldg Restoration	Proposal Date:	8/30/2018

SCOPE OF WORK:

Clean roof surface with GACO Cleaner to manufacture specifications.
Prime approximately 300 square feet of metal roof surface with GACO 2-Part Epoxy Primer.
Apply GACO SeamSeal to field panel seams and penetration flashings.
Apply S2000 Base and 6-inch fabric to 2x2 intake flashing and approximately 50 LF of sleeper flashing.
Top coat entire roof system with GACO S2000 to manufactures specification for 10-Year Warranty.
Option add for actual warranty coverage directly from manufacturer.
3-Year Workmanship Warranty by Contractor.

The labor, material and equipment required for this job will be furnished by **Altec Roofing** for a total of:

Four Thousand Eight Hundred Twenty Seven and 00/100 Dollars \$4,827.00

Payment to be made as follows: 100% ~~50% Upon Acceptance, 50% At Completion~~

Any alteration or deviation from the above scope of work involving extra costs will become an extra charge in addition to the quoted price. **Our workers are fully covered by Workmen's Compensation insurance.** The Contract Documents consist of this proposal, the terms and conditions, all documents referenced therein and the Limited Workmanship Warranty form and are incorporated herein by reference. This proposal will be subject to withdrawal if not accepted within fifteen (15) days.

Sealed Attic Liability Exclusion: Contractor expressly disclaims liability for any issue, claim, cost and/or damage including, without limitation, attorney's fees, costs and expenses, arising out of or relating to combining a sealed attic system with spray foam insulation and/or a self-adhered underlayment, and Customer agrees to indemnify, defend and hold harmless Contractor for any and all damages arising out of said condition(s).

3134 45th Street | West Palm Beach, FL 33407
Main Office: (561) 747-1990 | Vero: (772) 778-1997 | Fax: (561) 747-1645
Altec Roofing is a JPI Companies, LLC brand

ADD ALTERNATES / DEDUCTIONS

10-Year GACO Warranty

\$1,000.00

Qualifying Notes

*Notwithstanding anything herein to the contrary, in the event significant delay or price increase of material, equipment, or energy occurring during the performance of the contract through no fault of the roofing contractor, the contract sum, time of completion, or contract requirements shall be equitably adjusted by change order in accordance with the procedures of the contract documents. A change in price of an item of material, equipment, or energy will be considered significant when the price of an item increases 5% (five percent) between the date of this bid or contract and the date of materials purchase or installation.

*Rotten Plywood at an additional charge of \$85.00 per sheet.

*Rotten fascia/stucco removed and replaced, if necessary, on a time and material basis (\$100.00 per man-hour plus materials) or by others. Any structural repairs, modifications or upgrades, if necessary, will require a general contractor and will be invoiced separately from the stated contract price.

*Insulation/Gutter pricing is available upon request.

Specific Exclusions

*Any labor, materials or costs relating to work not specifically outlined in the SCOPE OF WORK are not included in this proposal.

*Any labor, materials or costs associated with structural repairs or structural upgrades. Any structural repairs or upgrades will require a general contractor and will be invoiced separately from the stated contract price.

*Any labor, materials or costs associated with stucco work, exterior/interior painting, Plumbing related issues, HVAC related items and Electrical related items.

Landscaping

*Property access is very limited around the proposed area of work and the access points have moderate to heavy landscaping. Although we will do our best to avoid any destruction of the landscaping we cannot take responsibility for areas that may incur some damage as roofing demolition involves heavy traffic of individuals, equipment and material.

Driveway

*We will require access to all eaves of the house. We will take reasonable precautions to protect the property however we cannot accept responsibility for damages to the driveway if the driveway cannot support the weight of the necessary equipment required for this project.

I HAVE READ AND UNDERSTAND THIS PROPOSAL, THE TERMS AND CONDITIONS, AND ALL DOCUMENTS REFERENCED THEREIN AND AGREE TO BE BOUND BY THEIR TERMS.

ACCEPTANCE OF PROPOSAL: The above prices, scope of work and conditions are satisfactory and are hereby accepted. JPJ Companies, LLC d/b/a Altec Roofing is authorized to do the work as specified. By signed below, Customer acknowledges that Customer is the owner of the property where work is to be performed

Accepted by Owner/Contractor:

Village of Tequesta
Nate Litteral - Plant Superintendent
(print name & title)

Signature: Nate Litteral

Date: 9/5/18

JPJ Companies, LLC d/b/a Altec Roofing

By: [Signature]
Mr. Kyle Nurminen

Date: 9/5/18

TERMS AND CONDITIONS

1. This proposal is automatically withdrawn on the 15th day following its date of issue if not accepted in writing and a copy of this proposal returned to **JPJ Companies, LLC d/b/a Altec Roofing** ("Contractor"). If Customer accepts this proposal, the proposal becomes a binding contract between Customer and Contractor ("Agreement"). Contractor reserves the right to withdraw this proposal at any time prior to its acceptance, or alternatively, to cancel this Agreement prior to the start of the work to be performed in the event the cost to complete the work varies from the initial standard pricing due to a typographical or mathematical error. As used in this Agreement, (a) the word "or" is not exclusive, (b) the word "including" is always without limitation, (c) "days" means calendar days and (c) singular words include plural and vice versa.
2. Customer agrees to provide Contractor with adequate access to electricity and other utilities as needed, the work site, and the work area adjacent to the structure. Contractor is not liable and Customer is solely responsible for the grading, slope or construction of the roof deck, the roofing system or appurtenances, or work installed by any person other than Contractor, unless otherwise specified in this Agreement. Customer agrees to provide roof deck surfaces that are ready to receive materials as required. All wood work shall be an additional charge.
3. Contractor will perform the work hereunder within a reasonable time and in a workmanlike manner.
4. Should concealed or unknown conditions be discovered different than those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement, the Agreement price shall be adjusted upon notice from the Contractor to the Customer. If the substrate roof condition will or have caused ponding, and repairs are required to correct the roof so ponding will not occur, Customer shall be liable for same.
5. If there is an increase in the price of the materials charged to the Contractor in excess of 10% subsequent to the execution of this proposal/contract, the price set forth in this proposal/contract shall be increased by written change order or amendment to the contract to reflect the price increase and additional direct cost to the contractor. Contractor will submit written documentation of the increased charges to the Customer.
6. Contractor is not obligated to perform service, warranty and/or punch list work if Customer fails to timely pay Contractor, and Contractor may cease all work or terminate the Agreement if Customer fails to timely pay Contractor. Contractor reserves the right to require a deposit in excess of 10%, and Customer hereby agrees to waive the requirements of Florida Statute 489.126. Customer agrees to pay a late charge of 1 1/2 % per month (ANNUAL PERCENTAGE RATE OF 18%), unless otherwise required by law, on the balance of any amounts not paid.
7. In the event that state, county, or municipal codes or regulations require work not expressly set forth in this Agreement or differ from that generally recognized as inherent in work of the character provided for in this Agreement, all extra cost for Contractor's labor and materials shall be the sole obligation of the Customer.
8. It shall be the sole obligation of the Customer to determine the existence of restrictions contained in deeds, subdivision or neighborhood regulations which might relate to or restrict the improvements under this Agreement. Contractor shall have no liability or responsibility for any such non-conformity with such restrictions/requirements. Contractor shall be entitled to payment from Customer of all sums due hereunder notwithstanding any injunction/prohibition against the work as a result of any violation of such restriction/requirement.
9. Due to the nature of the construction to be done at Customer's request, Contractor will only be responsible for its intentional damage to curbs, walkways, driveways, structures, septic tanks, utility lines, satellites, gutters, downspouts, landscaping, appurtenances, person(s) or real or personal property at the job location. Customer is solely responsible/liable for protecting them. Contractor is not responsible/liable for any cracks, in the ceiling due to the removal and reinstalling of the roof or any damage caused by dust or debris caused by Contractor's work. The cost for testing or abatement for asbestos is the sole responsibility of the Customer.
10. This Agreement shall be governed by the laws of the State of Florida. Venue of any litigation arising out of this Agreement shall be exclusively brought in Palm Beach County, Florida.
11. Unless otherwise provided: **THERE ARE NO EXPRESS OR IMPLIED WARRANTIES WHATSOEVER INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** All warranties or guarantees provided by Contractor, if any, shall be deemed null and void if Customer fails to strictly adhere to the payment terms contained in the Agreement. All warranties and guarantees, if any, provided under the Agreement are solely for the original Customer and are non-transferable, unless otherwise agreed to by Customer and Contractor in writing. Any express warranty provided, if any, by Contractor is the sole and exclusive remedy for alleged construction defects, in lieu of all other remedies, implied or statutory. Contractor does not guarantee or warrant against the possibility of tile slippage with a mortar or foam type tile roof system on any roofs over 4/12 pitch where the Customer has chosen not to have them mechanically fastened.
12. In no event, whether based on contract, warranty (express or implied), tort, federal or state statute or otherwise arising from or relating to the work and services performed under the Agreement, shall Contractor be liable for special, consequential, or indirect damages, including loss of use, loss of profits, or actions by third parties.

3134 45th Street | West Palm Beach, FL 33407
Main Office: (561) 747-1990 | Vero: (772) 778-1997 | Fax: (561) 747-1645
Altec Roofing is a JPJ Companies, LLC brand

13. It is the Customer's responsibility to notify Contractor in writing within three (3) days of the occurrence of any claim, defect, or deficiency arising out of work performed, services supplied, or materials provided by Contractor under this Agreement ("Occurrence"). Failure of the Customer to provide written notice of the Occurrence will result in the Customer waiving all claims that may be brought against Contractor arising out of or relating to the Occurrence, including claims arising in law, equity, contract, warranty, tort, or federal or state statutory claims.
14. Contractor shall not be liable for any damage, whether actual or consequential, or claim arising out of or relating to Acts of God, accidents, civil disturbances, delays in obtaining materials, delays in transportation, fires, weather conditions, strikes, war or other causes beyond Contractor's reasonable control, including delays caused by any act or neglect of Customer, by any separate contractor employed by the Customer. Customer may obtain fire, tornado, flood, builder's risk and other necessary insurance for this project.
15. This Agreement reflects the entire agreement of the parties and supersedes any previous or contemporaneous agreement, understanding, or representation, oral or written, by the parties. All documents or exhibits referred to in this Agreement are an integral part of the Agreement and are incorporated by reference in the Agreement. This Agreement incorporates the documents entitled "Residential Limited Warranty" and "Statutory Warnings," to the extent applicable. Customer acknowledges that it has read and agreed to all incorporated documents and exhibits.
16. As a condition precedent to any court action by either party, the parties agree to attend non-binding mediation within twenty (20) days after a party's written demand. The parties shall choose a mutually acceptable mediator. The mediation must be completed within thirty (30) days after demand, time being of the essence. If any party fails to cooperate to timely complete the mediation, then the other parties may consider this condition precedent waived.
17. **Jury Trial Waiver.**
THE UNDERSIGNED WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OR RELATED TO ANY ASPECT OF THE TRANSACTION IN CONNECTION WITH WHICH THIS DOCUMENT IS BEING GIVEN OR ANY DOCUMENT EXECUTED OR DELIVERED IN CONNECTION WITH SUCH TRANSACTION. THIS WAIVER IS KNOWINGLY, INTENTIONALLY AND VOLUNTARILY MADE BY THE UNDERSIGNED AND THE UNDERSIGNED ACKNOWLEDGES THAT NO ONE HAS MADE ANY REPRESENTATIONS OF FACT TO INDUCE THIS WAIVER OF TRIAL BY JURY OR IN ANY WAY TO MODIFY OR NULLIFY ITS EFFECT. THE UNDERSIGNED FURTHER ACKNOWLEDGES HAVING BEEN REPRESENTED IN CONNECTION WITH THE TRANSACTION WITH RESPECT TO WHICH THIS DOCUMENT IS BEING GIVEN AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, SELECTED BY THE UNDERSIGNEDS' OWN FREE WILL, AND THAT THEY UNDERSIGNED HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH SUCH COUNSEL. THE UNDERSIGNED FURTHER ACKNOWLEDGES HAVING READ AND UNDERSTOOD THE MEAINING AND RAMIFICATIONS OF THIS WAIVER PROVISION.
18. **Attorneys Fees.**
In connection with any litigation arising out of this Agreement, the prevailing party shall be entitled to recover from the other party its attorney's fees and costs, including attorney's fees and costs for any appellate proceedings.
19. For any change order work, including any work in addition to this contract, Contractor shall be entitled to any additional change on a time and materials basis. The materials shall be charged at actual costs, plus 25% for overhead and profit, and labor charges shall be billed at \$100.00 per man per hour.
20. When the National Weather Service, National Hurricane Center or appropriate weather agency declares a tropical storm watch or warning or a hurricane watch or warning for any portion of county in which the project is located, all construction materials, including roof tiles, and debris on all building and construction sites must be secured, stored or removed so as not to create a safety hazard because of hurricane or tropical storm force winds. If Altec is required to perform these extra services, Altec will charge, and the customer agrees to pay, Altec's additional fee based upon a time and materials basis at Altec's standard rates in effect that the time.

PLEASE READ THE TERMS & CONDITIONS AND INITIAL *AL*

Mold Disclaimer

Mold, mildew, fungi, spores, algae, microscopic organisms, hazardous chemicals, biological agents or allergens (collectively referred to as "Mold") are conditions that are common in residential and commercial properties. Mold, in some forms, has been alleged to be toxic and may cause serious physical illnesses, including, but not limited to, allergic or respiratory reactions or other problems, particularly in persons with immune system problems, young children or the elderly. Mold has also been reported to cause extensive damage to personal and real property.

JPJ COMPANIES, LLC D/B/A ALTEC ROOFING ("CONTRACTOR") does not inspect for Mold and is not qualified to determine if Mold is present. Therefore, it is the sole responsibility of the person or entity ("Customer") contracting with CONTRACTOR to determine if Mold is present. Customer agrees that should CONTRACTOR reasonably believe that Mold is present on the jobsite, CONTRACTOR reserves the right, but is not obligated to, stop work, report said condition to the owner, remove its employees, agents, and subcontractors from the jobsite, and require the full remediation of the condition by the Customer before proceeding with the work. Customer shall pay CONTRACTOR for all costs associated with demobilization and remobilization resulting from such conditions.

CONTRACTOR disclaims all liability for all claims, disputes, rights, losses, damages, causes of action or controversies ("Claims") pertaining to Mold, including Claims arising out or relating to the detection, removal, disposal, or remediation of Mold, whether those Claims arise in law, equity, contract, warranty, tort, or federal or state statutory claims, and whether those Claims are based on the acts or omissions of CONTRACTOR or individuals or entities under CONTRACTOR's control. The Customer is solely liable and responsible for all damages, whether actual or consequential, caused by Mold and incurred by Customer, CONTRACTOR, or third parties.

In consideration of \$10.00 paid by CONTRACTOR to Customer and already accounted for in the contract price, Customer agrees to indemnify and save and hold harmless CONTRACTOR from and against all Claims and damages, whether actual or consequential, including attorney's fees, costs, and expenses, arising out of or relating to Mold regardless of whether those Claims or damages are based in law, equity, tort, warranty, contract, or federal or state statutory claims, including Claims alleged to be the result of the negligent acts or omissions of CONTRACTOR, its officers, directors, agents, or employees or Customer's contractors, subcontractors, sub-subcontractors, materialmen, or agents of any tier or their respective employees, unless otherwise provided by statute. The dollar amount of said indemnity obligation shall be limited to a total of ONE MILLION AND NO/100 (\$1,000,000) DOLLARS for all damages, including costs and attorney's fees per occurrence for any single claim or suit. The parties further agree that this provision satisfies the requirements of Florida Statute §725.06 so that the indemnification provisions are valid and binding upon the Customer.

It is the Customer's responsibility to notify CONTRACTOR in writing within forty-eight (48) hours of the occurrence of any leak in the house, building, or structure or the presence of Mold or intrusion of water, moisture, or condensate in the house, building, or structure ("Event"). Failure of the Customer to provide written notice within 48 hours of the Event will result in the Customer waiving all Claims that may be brought against CONTRACTOR and CONTRACTOR's agents, employees, assignees, insurers, predecessors and successors in interest, by operation of law or otherwise, because of or relating to the Event, including Claims arising in law, equity, contract, warranty, tort, or federal or state statutory claims.

Should you desire an inspection by a Certified Mold Inspector, you should contact an Inspector who has been authorized to capture mold samples or air samples for laboratory testing. No warranty, representation or recommendation can be made by any agent, employee or representative of CONTRACTOR concerning any Mold Inspector. The person signing this disclaimer is strongly urged to independently determine the competency of any Mold Inspector to be used in connection with the purchase, sale or rental of any commercial or residential occupancy.

This document is part of the Agreement between the Customer and CONTRACTOR and is hereby expressly incorporated into the Agreement. By signing this form in the space below, it is acknowledged that this document has been read and understood.

CUSTOMER

Village of Tequesta
Nate Littoral
Signature

9/5/18
Date

Nate Littoral
Printed Name

3134 45th Street | West Palm Beach, FL 33407
Main Office: (561) 747-1990 | Vero: (772) 778-1997 | Fax: (561) 747-1645
Altec Roofing is a JPJ Companies, LLC brand

STATUTORY WARNINGS FOR CONTRACTS DIRECTLY WITH OWNERS

LIEN LAW

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001 -- 713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

CHAPTER 558 NOTICE OF CLAIM

ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND

PAYMENT MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS: (850)487-1395, 1940 N. Monroe St., Tallahassee, FL 32399-2202.

Date: 9/5/18

Customer(s) Signature

Village of Tequesta
Nate Gillett - Plant Superintendent

3134 45th Street | West Palm Beach, FL 33407
Main Office: (561) 747-1990 | Vero: (772) 778-1997 | Fax: (561) 747-1645
Altec Roofing is a JPJ Companies, LLC brand

PUBLIC RECORDS. In accordance with Sec. 119.0701, *Florida Statutes*, CONTRACTOR must keep and maintain this Agreement and any other records associated therewith and that are associated with the performance of the work described in the Proposal or Bid. Upon request from the Village's custodian of public records, CONTRACTOR must provide the Village with copies of requested records, or allow such records to be inspected or copied, within a reasonable time in accordance with access and cost requirements of Chapter 119, *Florida Statutes*. A CONTRACTOR who fails to provide the public records to the Village, or fails to make them available for inspection or copying, within a reasonable time may be subject to attorney's fees and costs pursuant to Sec. 119.0701, *Florida Statutes*, and other penalties under Sec. 119.10, *Florida Statutes*. Further, CONTRACTOR shall ensure that any exempt or confidential records associated with this Agreement or associated with the performance of the work described in the Proposal or Bid are not disclosed except as authorized by law for the duration of the Agreement term, and following completion of the Agreement if the CONTRACTOR does not transfer the records to the Village. Finally, upon completion of the Agreement, CONTRACTOR shall transfer, at no cost to the Village, all public records in possession of the CONTRACTOR, or keep and maintain public records required by the Village. If the CONTRACTOR transfers all public records to the Village upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. Records that are stored electronically must be provided to the VILLAGE, upon request from the Village's custodian of public records, in a format that is compatible with the Village's information technology systems.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE VILLAGE CLERK, RECORDS CUSTODIAN FOR THE VILLAGE, AT (561) 768-0685, OR AT lmccwilliams@tequesta.org, OR AT 345 TEQUESTA DRIVE, TEQUESTA, FLORIDA 33469.