



October 23, 2019

Albi Balliu, Senior Project Manager
City of Key West
201 William Street
Key West, FL

Re: Duro-Last Reroof Proposal for 3420 Northside Drive

K2 Summit, LLC proposes to provide all permits, materials, labor, equipment and state mandated insurances required to complete the work on the project referenced above and in accordance with the following specifications

SCOPE OF WORK

Mechanically Attached Duro-Last Recover Roofing System

1. Scope covers approximately 5,300 SF of flat roofing and 600 SF of wall flashings on the center roof section and south roof section at 3420 Northside Drive (see attached roof plan).
2. Obtain roof permit from the building department.
3. Provide exterior protection for project duration to help protect grounds and property from damages from roof preparation and installation.
4. Remove existing roofing system down to the structural metal decking.
5. Dispose of all debris in accordance with local requirements.
6. Install new 2" ISO insulation boards fasten to through existing roofing system to the structural deck with Duro-Last fasteners.
7. Install a new 60 mil Duro-Last Energy Star Rated, PVC roof system with 18X14 weft inserted polyester scrim with Duro-Last fasteners in accordance with Duro-Last specifications.
8. Furnish and install new Duro-Last prefabricated flashings at all roof-top penetration locations.
9. All plumbing stacks to be flashed with Duro-Last prefabricated boots with strip mastic or Duro-Caulk installed behind membrane. Stainless steel band to be installed and tightened to secure membrane and additional layer of Duro-Caulk plus will be installed at top of flashing.
10. Furnish and install new Duro-Last reinforced base and wall flashings at existing locations. Terminate wall flashings under parapet coping with metal counterflashing.
11. Furnish and install new Duro-Last prefabricated pitch pans where boot flashings cannot be used and fill with Duro-Last pitch pocket sealer per Duro-Last specifications.
12. Furnish and install new Duro-Last termination bar at all vertical wall terminations with metal counterflashing.
13. Remove existing gutters and downspouts and install new white aluminum gutters and downspouts on the center and south roofs.
14. All terminations at flashing and penetrations to be sealed with Duro-Last Duro-Caulk Plus.

- 15. Furnish and install Trak III walkway pads on the service access side of HVAC units. Install walk pads where upper roof downspouts spill onto the lower roof. Walk pads will be thermally fused to roof surface in accordance with Duro-Last details.
- 16. All adhesives, membrane, flashings and details to be manufactured by Duro-Last.

- **2-year Contractors Guaranty and a 20-year Duro-Last Warranty is included in proposal.**

Total Cost to Perform the Scope Detailed Above is.....\$ 64,217.00

Exemptions and Clarifications

- Any mechanical, plumbing, electrical work or stucco repair/waterproofing.
- Additional drainage not detailed above.

Thank you for the opportunity of providing you with this proposal and we look forward to working with you on this project.

Dan Kennedy, Senior Principal

K2 Summit, LLC	Date	Owner/ Representative	Date
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• This price quoted is for acceptance within 30 Days and unless specified, is subject to change without notice after that date.

1. **Nature of Work.** Contractor, by and through its subsidiaries and affiliates, shall furnish the labor and material necessary to perform the work described herein or in the referenced contract documents. Contractor does not provide engineering, consulting or architectural services. It is the Owner's responsibility to retain a licensed architect or engineer to determine proper design and code compliance. Contractor assumes no responsibility for structural integrity, including soundness of or the effect upon any structure of building materials that Contractor may install, compliance with building codes, or design. If plans, specifications or other design documents have been furnished to Contractor, Customer warrants that they are sufficient and conform to all applicable laws and building codes. Contractor is not responsible for any loss, damage or expense due to defects in plans or specifications or building code violations unless such damage results from a deviation by Contractor from the contract documents. Customer warrants all structures to be in sound condition capable of withstanding normal activities of roofing construction equipment and operations. Contractor is not responsible for location of roof drains, adequacy of drainage or ponding on the roof.
2. **Asbestos and Toxic Materials.** This proposal and contract is based upon the work to be performed by Contractor not involving asbestos-containing or toxic materials and that such materials will not be encountered or disturbed during the course of performing the roofing work. Contractor is not responsible for expenses, claims or damages arising out of the presence, disturbance or removal of asbestos-containing or toxic material. In the event that such materials are encountered, Contractor shall be entitled to reasonable compensation for all additional expenses incurred as a result of the presence of asbestos-containing or toxic materials at the work site.
3. **Payment.** Based on progress with 10% on close out. Invoices will be due within 15 days of submission. Unless stated otherwise on the face of this proposal, Customer shall pay the contract price plus any additional charges for changed or extra work no later than 15 days after substantial completion of the Work. Final payment shall be made to Contractor within 15 days after substantial completion of the Work. A delay by the manufacturer in the processing and formal issuance of manufacturer's warranty document shall not be cause to delay the Customer's payment to Contractor.
4. **Non-payment.** All sums not paid in full when due shall earn interest at the rate of 1-1/2% per month until paid. If Customer does not make payment, Contractor shall be entitled to recover from Customer all costs of collection incurred by Contractor, including attorney's fees and litigation expenses. Collection matters may be processed through litigation or arbitration at the discretion of the Contractor.
5. **Insurance.** Contractor shall carry worker's compensation, automobile liability, commercial general liability and such other insurance as required by law. Contractor will furnish a Certificate of Insurance, evidencing the types and amounts of its coverages, upon request. Customer shall purchase and maintain builder's risk and property insurance upon the full value of the entire Project, including the labor, material and equipment furnished by Contractor, covering fire, extended coverage, malicious mischief, vandalism and theft on the premises to protect against loss or damage to material and equipment and partially completed work until the job is completed and accepted and Contractor's equipment is removed from the premises.
6. **Changes in the Work and Extra Work.** Customer shall be entitled to order changes in the Work and the total contact price adjusted accordingly. Contractor shall not be required to perform any changed or additional work without a written request. Any penetrations through the roofing to be installed by Contractor not shown on the plans provided to Contractor prior to submittal of this proposal shall be considered an order for extra work, and Contractor shall be compensated at its customary time and material rates for performing such additional work.
7. **Availability of Site.** Contractor shall be provided with direct access to the work site for the passage of trucks and materials and direct access to the roof. Contractor shall not be required to begin work until underlying areas are ready and acceptable to receive Contractor's work and sufficient areas of roof deck are available and free from dirt, water, snow or debris to allow continuous full operation until job completion. The expense of any extra trips by Contractor to and from the job as a result of the job not being ready for roof application after Contractor has been notified to proceed will be charged as an extra.
8. **Site Conditions.** Contractor shall not be responsible for additional costs required due to the existence of utilities, wet insulation, deteriorated deck or other subsurface or latent conditions that are not disclosed in writing to Contractor. The raising, disconnection, re-connection or relocation of any mechanical equipment on the roof that may be necessary for Contractor to perform the roofing work shall be performed by others or treated as an extra.
9. **Working Hours.** This proposal is based upon the performance of all work during Contractor's regular working hours. Extra charges will be made for overtime and all work performed other than during Contractor's regular working hours, if required by Customer.
10. **Electrical Conduit.** Contractor's price is based upon there not being electrical conduit or other materials embedded within the roof assembly unless expressly identified on the face of this proposal. Customer will indemnify Contractor from any personal injury, damage, claim, or expense due to the presence of electrical conduit, shall render the conduit harmless so as to avoid injury to Contractor's personnel, and shall compensate Contractor for additional time and expense resulting from the presence of such materials.
11. **Protection of Work.** Customer acknowledges that re-roofing of an existing building may cause disturbance or dust to fall into the interior. Customer agrees to remove or protect property directly below the roof in order to minimize potential interior damage. Contractor shall not be responsible for disturbance, damage, clean-up or loss to interior property that Customer did not remove or protect prior to commencement of roofing operations.
12. **Warranty.** Contractor will warrant contractor's work in accordance with its standard warranty, which is incorporated by reference. A copy of Contractor's standard warranty is attached or, if not, will be furnished upon request. Contractor SHALL NOT BE LIABLE FOR SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS. The acceptance of this proposal by the Customer signifies his agreement that this warranty shall be and is the exclusive remedy against Contractor pertaining to the roof installation. A manufacturer's warranty shall be furnished to Customer if a manufacturer's warranty is called for on the face of this proposal. It is expressly agreed that in the event of any defects in the materials furnished pursuant to this contract, Customer shall have recourse only against the manufacturer of such material.
13. **Right to Stop Work.** The failure of Customer to make proper payment to Contractor when due shall, in addition to all other rights, constitute a material breach of contract and shall entitle Contractor, at its discretion, to suspend all work and shipments, including furnishing warranty, until full payment is made or terminate this contract. The contract sum to be paid Contractor shall be increased by the amount of Contractor's reasonable costs of shut-down, delay and start-up.
14. **Back Charges.** No back charges or claims for payment of services rendered or materials and equipment furnished by Customer to Contractor shall be valid unless previously authorized in writing by Contractor and unless written notice is given to Contractor within ten (10) days of the event, act or omission which is the basis of the back charge.
15. **Damages and Delays.** Contractor will not be responsible for damage done to Contractor's work by others. Any repairing of the same by Contractor will be charged at regular scheduled rates over and above the amount of this proposal. Contractor shall not be liable for damages based upon delay or liquidated damages or penalties resulting from any delay in completion of the Project. Contractor shall not be responsible for loss, damage or delay caused by circumstances beyond its reasonable control, including but not limited to acts of God, weather, accidents, fire, vandalism, federal, state or local law, regulation or order; strikes, jurisdictional disputes, failure or delay of transportation, shortage of or inability to obtain materials, equipment or labor; changes in the work and delays caused by others. In the event of these occurrences, Contractor's time for performance under this proposal shall be extended for a time sufficient to permit completion of the Work.
16. **Tolerances.** All materials and work shall be furnished in accordance with normal industry tolerances for color, variation, thickness, size, weight, amount, finish, texture and performance standards. Specified quantities are intended to represent an average over the entire roof area.
17. **Price Volatility.** Asphalt, isocyanurate and other roofing products are sometimes subject to unusual price volatility due to conditions that are beyond the control or anticipation of Contractor. If there is a substantial increase in these or other roofing products between the date of this proposal and the time when the work is to be performed, the amount of this proposal/contract may be increased to reflect the additional cost to the Contractor, upon submittal of written documentation and advance notice to Customer.
18. **Arbitration.** If a dispute shall arise between Contractor and Customer with respect to any matters or questions arising out of or relating to this Agreement or the breach thereof, such dispute, other than collection matters, shall be decided by arbitration administered by and in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. This Agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any Court having jurisdiction thereof. Any legal claim against Contractor, including a claim alleging any breach of this contract or negligence by Contractor must be initiated no later than one (1) year after Contractor completed work.
19. **Material References.** Contractor is not responsible for the actual verification of technical specifications of product manufacturers; i.e., R value or ASTM or UL compliance, but rather the materials used are represented as such by the material manufacturer.
20. **No Third Party Beneficiaries.** This Agreement is solely for the benefit of Customer and Contractor, and is not intended for the benefit of any other parties.
21. **Odors.** All roofing systems may generate odors either during or shortly after installation. People with high olfactory sensitivities may find these odors offensive. Contractor recommends to Customer that it provide building occupants with notice of this fact. The parties agree that Contractor shall not be responsible for any claims relating to odors and Customer shall hold Contractor harmless against said claims.

22. Title to Goods. Title to roofing products passes to the Customer when said products are delivered to the job site. In the event of a high wind conditions, hurricanes, tornados, or other adverse weather conditions and the Contractor is requested to remove/reposition product from/on the job site, the Contractor shall use its reasonable efforts (subject to weather conditions, life/safety concerns and manpower/equipment constraints) to comply with the request. Customer agrees to promptly pay Contractor for these extras services.

Chapter 558 Notice of Claim

CHAPTER 558, FLORIDA STATUTES CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY BRING ANY LEGAL ACTION FOR AN ALLEGED CONSTRUCTION DEFECT. SIXTY DAYS BEFORE YOU BRING ANY LEGAL ACTION, YOU MUST DELIVER TO THE OTHER PARTY TO THIS CONTRACT A WRITTEN NOTICE, REFERRING TO CHAPTER 558, OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE SUCH PERSON THE OPPORTUNITY TO INSPECT THE ALLEGED CONSTRUCTION DEFECTS AND TO CONSIDER MAKING AN OFFER TO REPAIR OR PAY FOR THE ALLEGED CONSTRUCTION DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER WHICH MAY BE MADE. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER THE FLORIDA LAW WHICH MUST BE MET AND FOLLOWED TO PROTECT YOUR INTERESTS.

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS 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-CONTRACTORS OR MATERIAL SUPPLIERS OR NEGLECT TO MAKE OTHER LEGALLY REQUIRED PAYMENTS, THE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE 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, AND OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX AND IT IS RECOMMENDED THAT WHENEVER A SPECIFIC PROBLEM ARISES, YOU CONSULT AN ATTORNEY.

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