



1431 SW 30<sup>th</sup> Avenue, Deerfield Beach, FL 33442  
(954) 419-9339 \* FAX (954) 419-9336  
CCC1333057



04-29 JOC Contract  
RQN# 2025-0106

## Proposal and Contract

**ATTENTION:** Lucas Torres-Bull

**JOB NAME:** City of Key West Public Works

**GC:** City of Key West

**JOB ADDRESS:** 633 Palm Ave. CSWY & 161 Toppino IND.

**CITY/STATE:** Fort Lauderdale, FL

**CITY/STATE:** Key West, FL 33040

**TECTA AMERICA SOUTH FLORIDA, INC.**, a Florida licensed contractor (Florida License No. CCC1333057) proposes to the Owner to perform in a workmanlike manner the roofing construction work described below under Specifications for the Owner at the above referenced building.

**1. NATURE OF WORK:** TECTA AMERICA SOUTH FLORIDA, INC shall furnish the labor and material necessary to perform the construction work described herein or in the referenced contract documents. TECTA AMERICA 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. TECTA AMERICA, assumes no responsibility for structural integrity, compliance with building codes, or design. If plans, specifications or other design documents have been furnished to TECTA AMERICA, Customer warrants that they are sufficient and conform to all applicable laws and building codes. TECTA AMERICA 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 TECTA AMERICA 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 of water on the roof. All roofs should have positive drainage.

**2. SPECIFICATIONS:** PLEASE SEE ATTACHED EXHIBIT "A"

**TOTAL CONTRACT PRICE FOR THE ABOVE ..... See Below**

**3. TERMS AND CONDITIONS:** The terms and conditions set forth herein attached are part of this Proposal and Contract. Owner acknowledges receipt thereof.

**4. CONTRACTOR'S RIGHT TO RESCIND:** Contractor reserves the right to withdraw or revise this Proposal until such time as Owner communicates his acceptance to Contractor. This proposal may be withdrawn after communication of acceptance where an inadvertent error by Contractor has occurred. This Proposal expires thirty (30) days after the date stated below if not earlier accepted, revised or withdrawn.

**5. ACCEPTANCE:** Acceptance of this Proposal by Owner shall be acceptance of all **TERMS AND CONDITIONS** recited herein. Upon acceptance, this Proposal shall become a binding contract between Contractor and the Owner. This Proposal and the plans, specifications and other documents, if any referenced in this proposal shall constitute the entire agreement between the parties.

Respectfully Submitted,  
**TECTA AMERICA SOUTH FLORIDA, INC.**

Accepted by,

\_\_\_\_\_  
Scott Drake / Estimator

Date: May 6, 2025

\_\_\_\_\_  
Signature (check one): ( ) owner; ( ) owner's agent

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## TERMS AND CONDITIONS

1. **Insurance.** Tecta America South Florida, Inc. ("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 coverage's, upon request. Customer shall purchase and maintain builder's risk and property insurance, covering fire, storm, vandalism, theft and other perils, including the labor, material and equipment furnished by Contractor, until the job is completed and accepted and Contractor's equipment is removed from the premises.
2. **Additional Insured.** If Customer requires and Contractor agrees to name Customer or others as an additional insured on Contractor's liability insurance policy, Customer and Contractor agree that the naming of Customer or other parties as an additional insured is intended to apply to claims made against the additional insured to the extent the claim is due to the negligence of Contractor and is not intended to make the Contractor's insurer liable for claims that are due to the fault of the additional insured.
3. **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.
4. **Ponding of Water.** Contractor is not responsible for ponding of water that may occur, adding drains or for correcting existing roof surfaces to eliminate ponding or collection of water unless specifically included in the Specifications section on the face of this proposal. All roofs should have positive drainage.
5. **Changes in the Work and Extra Work.** Customer shall be entitled to order changes in the Work and the total contract price adjusted accordingly. 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.
6. **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 or debris to allow continuous full operation until job completion. The expense of water removal and any extra trips by Contractor to 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.
7. **Site Conditions.** Contractor shall not be responsible for additional costs 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 or re-connection 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.
8. **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 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, 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.
9. **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, loss or expense resulting from 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, labor and expense resulting from the presence of such materials.
10. **Right to Stop Work.** The failure of Customer to make proper payment to Contractor when due 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.
11. **Working Hours.** This proposal is based upon the performance of all work during Contractor's regular working hours, excluding weekends and National Holidays. Extra charges will be made for overtime and all work performed other than during Contractor's regular working hours, if required by Customer.
12. **Interior Protection.** Customer acknowledges that re-roofing of an existing building may cause disturbance, dust or debris to fall into the interior and possibly, if hot asphalt or pitch is used, drippage may occur depending upon deck conditions. 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. Customer shall notify tenants of re-roofing and the need to provide protection underneath areas being re-roofed. Customer agrees to hold Contractor harmless and indemnify from claims of tenants who were not so notified and did not provide protection.
13. **Warranty.** Contractor's work will be warranted by Contractor in accordance with its standard warranty, which is made a part of this proposal and contract and 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, INCIDENTAL OR CONSEQUENTIAL DAMAGES. The acceptance of this proposal by the Customer signifies his agreement that this warranty shall be and is the exclusive remedy against Contractor for all defects in workmanship furnished by Contractor.

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.
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. **Price Volatility.** Asphalt, isocyanate and asphalt-related products are sometimes subject to unusual price volatility due to conditions that are beyond the control or anticipation of Contractor and firm prices cannot be obtained from suppliers. If there is an increase in the amount charged to Contractor 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 contractor, upon submittal of written documentation and advance notice to Customer.
16. **Materials.** 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. 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. Metal Roofing and especially lengthy flat span sheet metal panels will often exhibit waviness, commonly referred to as "oil-canning." Oil-canning pertains to aesthetics and not the performance of the panels and is not controlled by the Contractor. Contractor is not responsible for oil-canning or aesthetics. Oil-canning shall not be grounds to withhold payment or reject panels of the type specified.
17. **Mold.** Contractor is not responsible for indoor air quality including growth of mold. Owner shall hold harmless and indemnify Contractor from claims, including claims of tenants and occupants, due to indoor air quality and resulting from a failure by Owner to maintain the interior of the building in a manner to avoid growth of mold.
18. **Fumes and Emissions.** Owner and Contractor acknowledge that asphalt will be heated by Contractor, odors and emissions from roofing products will be released and noise will be generated as part of the roofing operations to be performed by Contractor. Customer shall be responsible for interior air quality, including controlling mechanical equipment, HVAC units, intake vents, wall vents, windows, doors and other openings to prevent fumes and odors from entering the building. Customer is aware that roofing products emit fumes, vapors and odors during the application process. Customer shall hold Contractor harmless and indemnify from claims relating to fumes and odors that are emitted during the normal roofing process.
19. **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, at the option of Contractor 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, if elected 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.
20. **Indemnification.** All indemnifications are limited to the greater of this contract price or \$1,000,000.
21. **Costs of Collection.** If Contractor incurs any expenses in collecting money due under this contract, Owner shall reimburse Contractor for all such expenses, including reasonable attorney's fees. Contractor is entitled to interest at the rate of 1.5% per month on all amounts not paid when due.

INITIAL: \_\_\_\_\_

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DATE: \_\_\_\_\_

## **SCOPE OF WORK**

### **EXHIBIT "A"**

#### **PBR Metal Panel Replacement and Repairs.**

##### **Maintenance Bldg. – 633 Palm Avenue Causeway**

Tear off existing roof system to purlins and dispose of roof related debris.

Replace one 16ga Galv. eave strut at East side.

Provide and install 24ga Kynar finish (White) PBR roof panels.

Provide and install 24ga galvalume 10' ridge vents with damper.

Fabricate and install 24ga Galv. Kynar finish eave metal, rake metal, box gutter and five downspouts.

Provide crane for hoisting of material and equipment.

Provide permits and engineering for roofing scope of work.

Provide a standard manufacturer's finish warranty.

Provide a Tecta America 2 year workmanship warranty.

**Price.....\$74,569.00**

##### **Building A, Office Bldg. – 161 Toppino Industrial Dr.**

Tear off existing soffit at North and East sides of bldg. to purlins and dispose of related debris.

Tear off existing gutter and downspouts at North side of bldg.

Replace inside/outside soffit trim at North and East sides of bldg..

Replace rusted PBR wall panels with new 24ga Kynar fishsh metal panels at North side of bldg. up to 460 SF.

Replace rusted window J-trim with 24ga Kynar finish metal.

Fabricate and install 24ga Galv. Kynar finish gutter and four Downspouts at North side of bldg. and small section repair at South side.

Provide crane for hoisting of material and equipment.

Provide permits and engineering for roofing scope of work.

Provide a standard manufacturer's finish warranty.

Provide a Tecta America 2 year workmanship warranty.

**Price.....\$66,690.00**

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**Building B, Maintenance Bldg. – 161 Toppino Industrial Dr.**

Tear off existing gutter and downspouts at North side of bldg. and dispose of debris.

Fabricate and install 52 LF of 24ga Kynar finish gutters and four downspouts.

NOTE: Bldg. B work must be done at same time as Bldg. A or Bldg. C.

**Price.....\$5,604.00**

**Building C, Transfer Bldg. – 161 Toppino Industrial Dr.**

Tear off existing overhang at North side of bldg. to purlins and dispose of related debris.

Remove and dispose of one eave strut and three purlins.

Fabricate and install one eave strut and three purlins in 16ga Galv. metal.

Provide and install new 24ga Kynar finish PBR panels at overhang.

Fabricate and install 24ga Galv. Kynar finish gutter and four  
Downspouts at overhang.

Replace rusted through PBR wall panels (up to 432sf) with new 24ga Kynar finish metal panels.

Replace rusted through PBR roof panels (up to 102sf) with new 24ga Kynar finish metal panels.

Replace rusted window J-trim with 24ga Kynar finish metal.

Provide crane for hoisting of material and equipment.

Provide permits and engineering for roofing scope of work.

Provide a standard manufacturer's finish warranty.

Provide a Tecta America 2 year workmanship warranty.

**Price.....\$69,530.00**

**(NOTE: The parties acknowledge that some of the materials and products to be used and installed in the construction of this Project may become unavailable, delayed in shipment and/or subject to price increases due to circumstances beyond the control of the Subcontractor. If a specified product is unavailable or shipment is delayed, Subcontractor shall provide written notice to Contractor and shall be afforded additional time and substitute products may be considered. If there is an increase in price of materials, equipment or products between the date of this Agreement and the time of delivery to the Project, the Contract Sum shall be increased to reflect the additional cost to obtain the materials, provided that the Subcontractor gives the Contractor written notice and documentation of the increased costs.)**

**Exclusions:** Mechanical, electrical, stucco, plumbing, carpentry, precast scuppers, structural, asbestos abatement, lightning protection, or any other work not specifically noted above in Exhibit A.

INITIAL: \_\_\_\_\_

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DATE: \_\_\_\_\_