



June 14, 2017

Karen Olson, Deputy Director
Port and Marine Services
201 William St
Key West, FL 33442

Re: Waterfront Brewery Roof Repair Proposal, 201 William Street, Key West

SCOPE OF WORK

Location: Scope covers the Duro-Last Roof adjacent to the Brewery Upstairs Deck.

- See diagram for area of coverage. Area of Work to extend 15' beyond the patio area and 10' beyond the stairway.
- Provide exterior protection for project duration to help protect grounds and property from damages from roof preparation and installation.
- Pressure clean roof membrane to expose burns and punctures and provide a clean surface for adhesion.
- Probe the roof membrane and mark all burns and punctures.
- Wipe areas to be repaired with solvent to remove contaminants from surface.
- Install a Duro-Last heat welded PVC membrane over holes and burns per Duro-Last specifications and installation details.
- All work to comply with Duro-Last Application and Warranty Requirements.

Total to Perform the Scope Detailed Above is.....\$ 2,865.00

SCOPE OF WORK

Location: Scope covers the Duro-Last Roof adjacent to the Brewery Upstairs Deck.

- See diagram for area of coverage. Walks pads to extend 15' beyond the patio area and 10' beyond the stairway.
- **Note:** The Duro-Last Roof Membrane must be cleaned and patched before walk pads can be installed. Please see proposal above to clean and patch the roof.
- Provide exterior protection for project duration to help protect grounds and property from damages from roof preparation and installation.
- Furnish and install new 5' x 5' Duro-Last walk pads.
- Heat welded walk pads to roof membrane per installation instructions.
- All work to comply with Duro-Last Application and Warranty Requirements.

Total Value to Perform the Scope Detailed Above is.....\$ 8,253.00

SCOPE OF WORK

Location: Scope covers drain located under the decking at the Brewery Upstairs Deck.

- Remove decking as needed to access the roof drain.
- Wipe areas to be repaired with solvent to remove contaminants from surface.
- Install a new Duro-Last drain boot and heat weld the boot to the roof membrane per Duro-Last specifications and installation details.
- Re-install the decking.
- All work to comply with Duro-Last Application and Warranty Requirements.

Total to Perform the Scope Detailed Above is.....\$ 2,080.00

SCOPE OF WORK

Location: Scope covers the Upper Duro-Last Roof on the Waterfront Brewery.

- Seal open wall penetrations with an application urethane sealant.
- Remove numerous peel and stick repair patches have been applied to roof. Clean roof membrane and install heat welded Duro-Last PVC patches to Duro-Last requirements.
- Install Duro-Last corners on curbs and penetrations not installed correctly.
- Install approved Duro-Last Flashing where pitch pans are not in compliance with Duro-Last Specifications and Application Details on approximately 40 penetrations.
- Probe roof details for open welds and seal with heat weld or apply and heat welded patch to provide a water tight seal.
- Apply Duro-Last sealant to roof details where sealant is missing or improperly applied.
- Apply new sealant to open door threshold joint.
- Fasten water diverter installed over Upstairs Deck and install new flashing to roof membrane.
- Install insulation fill and new PVC patches, heat welded onto the membrane, where duct support installed through concrete deck protrude through the roof membrane.

Total to Perform the Scope Detailed Above is.....\$12,000.00

SCOPE OF WORK

Location: Scope covers the foam and silicone coating roof on the Waterfront Brewery.

- Remove numerous peel and stick repair patches have been applied to silicone roof coating. Install urethane foam fill as needed and coat the repair with silicone sealant.
- Clean roof and repair cuts and defects where water is entering membrane. Apply new urethane foam where needed.
- Apply a new application of silicone elastomeric coating. Scope covers approximately 2,600sf.

Total to Perform the Scope Detailed Above is.....\$13,500.00

Total to Perform All Scopes Detailed Above is.....\$38,698.00

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

K2 Summit, LLC	Date	Owner/ Representative	Date
Dan Kennedy, Senior Principal			

• *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. **100% upon completion.** 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 ten (10) days after substantial completion of the Work. If completion of the Work extends beyond one month, Customer shall make monthly progress payments to Contractor by or before the fifth (5th) day of each month for the value of Work completed during the preceding month. Final payment shall be made to Contractor within ten (10) 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 contract 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.

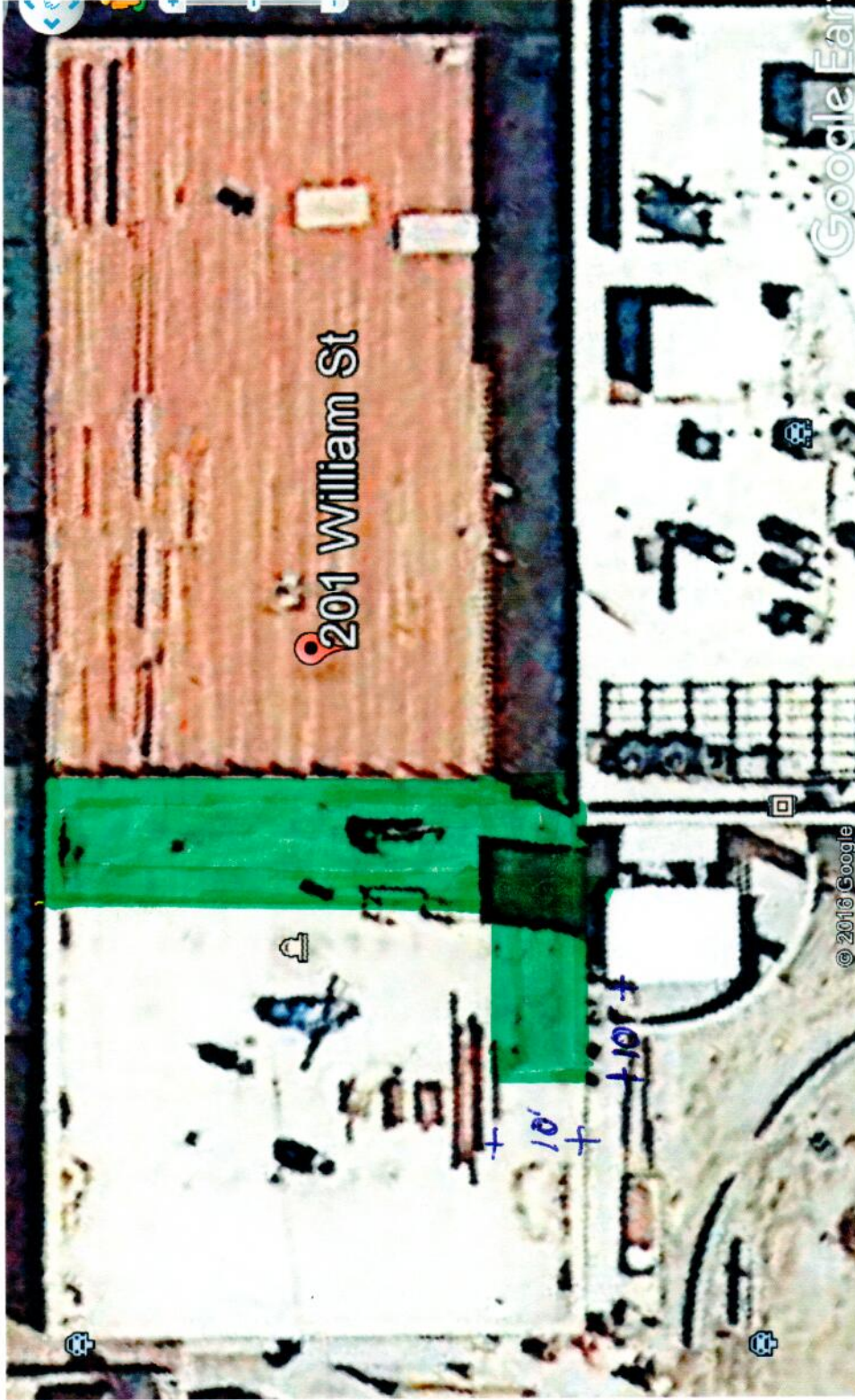
Chapter 558 Notice of Claim

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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+ 15' +



5' X 5' walk pads



 Roof area to be repaired and recoated with silicone sealant