



Downtown Façade and Building Stabilization Program

APPLICATION CHECKLIST

All items on the checklist are required to submit your application. Incomplete applications cannot be accepted.

SIX (6) COMPLETE SETS OF THE APPLICATION AND RELATED DOCUMENTS ARE REQUIRED FOR SUBMITTAL

| | |
|-----------|---|
| <u>X</u> | Application (Including Project Description and Application Signature pages) |
| <u>NA</u> | Color photographs of all building walls that can be seen from the street (Photos must be 8"x10" or larger, must show the entire building façade in each photo, and must clearly indicate existing façade details.) |
| <u>X</u> | Owner's Affidavit (Must be completed, signed, and notarized) |
| <u>NA</u> | Certificate of Appropriateness issued by the Historic Preservation Board (HPB) contact Richard Forbes at 407-246-3350 richard.forbes@cityoforlando.net |
| <u>X</u> | Certificate of Appearance Review issued by the Appearance Review Board (ARB) contact Douglas Metzger at 407-246-3414 douglas.metzger@cityoforlando.net |
| <u>NA</u> | Project Plans and Architectural Renderings (11"x17" or larger to adequately depict the project) |
| <u>X</u> | Three (3) Contractor's Bids/Estimates (For all work proposed) |
| <u>NA</u> | Specification Sheets and/or Material Samples (Pre-fabricated elements, signage, fixtures, materials, etc.) |
| <u>NA</u> | List of Vendors and Contractors Potentially Associated with the Façade and Building Improvements |
| <u>NA</u> | Lease Agreement (If Tenant is Applicant) |
| <u>NA</u> | Copy of Business Tax Receipt (For current year) |
| <u>NA</u> | Structural Assessment (If applying for Stabilization funding within the Parramore Heritage Area) |

Downtown Façade and Building Stabilization Program

APPLICATION

Subject Property Information:

Project Address: 400 Pittman St, Orlando FL 32801

CRA Planning Area: ☐ CBD ☐ Eola ☒ Parramore Heritage ☐ Uptown

Project Type: Façade Improvements X Building Stabilization Improvements

Parcel ID Number(s): 26-22-29-7124-00-081

City Zoning: AC-2/T/PH

Applicant:

Name: Nick Jones

Business Name: Pittman Industrial LLC

Mailing Address: 400 Lake Seminary Circle, Maitland, FL 32751

Phone Number: 206-931-0526 Fax Number: _____

Email Address: Nick@RedBellPartners.com

Property Owner (if different than Applicant):

Name: _____

Mailing Address: _____

Phone Number: _____ Fax Number: _____

Email Address: _____



Downtown Façade and Building Stabilization Program

PROJECT DESCRIPTION:

The warehouse was originally built in 1956. The roof and electric to the building
are the original from construction. The roof is experiencing significant leaking and
the electrical is under powered and out dated. In addition to other updates, we'd like
to put a new roof on the building, upgrade the transformer and electric servicing the
building, and get the space to a leasable shape that would attract a quality tenant to
the building.

TOTAL PROJECT COST

\$ 120,000.00 - \$150,000.00

APPLICANT'S FUNDING

\$ 80,000.00 - \$110,000.00

TOTAL PROGRAM FUNDING REQUESTED

\$ 40,000.00



Downtown Façade and Building Stabilization Program

APPLICATION SIGNATURE

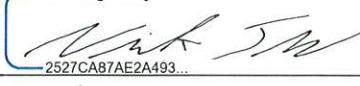
The Applicant, Nicholas Jones, assures that the information submitted as part of this application package, as well as any subsequent information submitted for review by Community Redevelopment Agency Staff, the Façade Grant Review Committee, the Community Redevelopment Agency Advisory Board, and the Community Redevelopment Agency is true and correct, and that all information and documentation submitted, including this application and attachments, is deemed public record under the Florida Public Records Law, Chapter 119 of the Florida Statutes. Falsification or omission of information will result in rejection of the application. In addition, you may be subject to prosecution under Orlando City Code Section 43.16, False Information. The Downtown Orlando Community Redevelopment Agency (CRA) maintains the right to request any additional information needed to process this Application.

If the Applicant is awarded funding from the Downtown Façade and Building Stabilization Program, the Applicant agrees that it will enter into a Funding Agreement with the CRA with terms relating to, among other things, the CRA's right to receive re-payment of program funds, the CRA's right to review and audit any and all records related to the Agreement, and the CRA's payment of program funds only upon completion of the project as approved. In case of a default in terms of the Agreement, the Applicant may be responsible for repayment of distributed funds.

By signing below, the Applicant authorizes the City of Orlando to request criminal background checks from local, state, and federal agencies. Please note that a criminal background check is conducted on every applicant and that review of this application is contingent upon satisfactory completion of a criminal background check.

By signing below, the Applicant/Property Owner acknowledges that they have read and agree to the Downtown Façade and Building Stabilization Program policies, procedures, and conditions.

DocuSigned by: 
2527CA87AE2A493...
Applicant Signature: _____ **Date:** 4/5/2017

DocuSigned by: 
2527CA87AE2A493...
Property Owner Signature: _____ **Date:** 4/5/2017



Downtown Façade and Building Stabilization Program

Owner's Affidavit

STATE OF FLORIDA
COUNTY OF ORANGE

Before me, the undersigned personally appeared:

(Print Name) Nicholas Jones, who duly sworn, upon oath, deposes and says:

That he/she is the owner, or duly authorized representative of the owner, of certain property located at:

400 Pittman St, Orlando FL 32801 (Address)

(Legal Description)

That Nicholas Jones (Applicant) operates or intends to operate a business at the above location.

That the Applicant and his contractors or agents have permission to implement the improvements listed of the Downtown Façade and Building Stabilization Program (the "Application") dated 4/5/17.

By signing this Affidavit, I hereby waive any claim against the City of Orlando (the "City") or the Community Redevelopment Agency (the "CRA") arising out of the use of said grant funds for the purposes set forth in the Application. I further agree to hold the City and CRA harmless for any charges, damages, claims, or liens arising out of the Applicant's participation in the Downtown Façade and Building Stabilization Program.

FURTHER AFFIANT SAVETH NOT.

Signature of Affiant

Managing member

Title if Affiant is acting on behalf of a corporation, LLC, or partnership

STATE OF Florida

COUNTY OF Orange

Sworn to and Subscribed before me this 4th day of April, 2017, by Nicholas Jones, who is the owner, or a duly authorized representative of the owner, of the above-referenced property, and who is personally known to me or has produced Personally known to me, as identification.

Matt Jones

Notary Public

My Commission Expires: August 29, 2017

[NOTARY STAMP]





CITY OF ORLANDO

MINOR CERTIFICATE OF APPEARANCE APPROVAL

CASE #: ARB2017-00009

SITE ADDRESS: 400 Pittman St

APPLICANT: NICK JONES
400 LAKE SEMINARY CIRCLE
MAITLAND, FL 32751

OWNER: NICK JONES
400 LAKE SEMINARY CIRCLE
MAITLAND, FL 32751

The Orlando Appearance Review Board grants permission on this date to the above referenced applicant to secure the appropriate permits for the purpose stated below:

The proposed re-roof at 400 Pittman Street is approved as submitted

This Certificate of Appearance Approval does not constitute final development approval. The applicant is responsible for obtaining all necessary permits and approvals from applicable departments before initiating development.

Certificate of Appearance Approval executed April 04, 2017, for and relative to the above referenced site. This Certificate of Appearance Approval will expire one year from date of issuance.


Signature

DOUGLAS A. METZGER, AICP, LMT
Appearance Review Official

- Provide exterior protection for project duration to help protect grounds and property from damages from roof preparation and installation.
- Prepare the existing roofing system, in preparation for the new Duro-Last roof System.
- Dispose of all debris in accordance with local requirements.
- Furnish and install a R-25 insulation two layers of 2.2" mechanically attached per the manufacturers specifications.
- Furnish and install a new 40 mil Duro-Last Energy Star Rated, PVC roof system with 18X14 weft inserted polyester scrim.
- Duro-Last roof to be mechanically attached per the manufacturers specifications.
- Roof system to be installed in accordance with a Miami-Dade NOA approval.
- Flash the existing walls up and over followed by a termination 1 ¼ fascia edge detail.
- Furnish and install new Duro-Last pre-fabricated flashings at all roof-top penetration locations.
- All plumbing stacks to be flashed with Duro-Last pre-fabricated 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.
- Furnish and install new Duro-Last drain flashings at all drain locations.
- Furnish and install new Duro-Last two way roof vent, one per 1000 sqft.
- Furnish and install new Duro-Last reinforced base and wall flashings at existing locations.
- Furnish and install new Duro-Last termination bar at all vertical wall terminations.
- Furnish and install new Duro-Last edge terminations at all perimeter locations.
- All terminations at flashing and penetrations to be sealed with Duro-Last Duro-Caulk Plus.
- All adhesives, membrane, flashings and details to be manufactured by Duro-Last.
- Provide all equipment, permitting, inspections and engineering necessary to complete scope of work.

- Provide 2 year contractors Guaranty and a Duro-Last 15 year manufactures warranty included in price.

Total Cost to Performed the Scope Detailed Above is.....\$ 101,465.00

Exemptions and Clarifications

Any work or trade not detailed above.

Any mechanical or electrical work.

Deteriorated wood blocking will be replace at a sqft charge of 4.25 sqft.

Deteriorated Decking will be replace at a rate of 11.85 sqft.

Additional drainage

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

Richard Budd, President

| K2 Summit, LLC | Date | Owner/ Representative | Date |
|----------------|------|-----------------------|------|
|----------------|------|-----------------------|------|

- *This price quoted is for acceptance within 30 Days and unless specified, is subject to change without notice after that date.*
- *2 Year Contractors Warranty on workmanship is included.*

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. **30% down upon execution of contract, 35% at 50% completion and 30% at 100% completion and 5% retainage upon final punch-out.** 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.

-----END-----

MASTER ROOFING

of Central Florida, Inc.

8208 STEEPLECHASE BLVD. orlando fl 32818

Office: (407) 521-8896 Fax: (407) 521-7316

Email: MASTER.ROOF@YAHOO.COM www.masterROOFINGFL.COM

State License #: CCC021396

| | |
|------------------------|-------------------|
| PROPOSAL SUBMITTED BY: | LOYAL R. |
| ATTN: | NICK JONES |
| NAME: | RED BELL PARTNERS |
| STREET: | |
| CITY | ST: FL ZIP |

| | | |
|--------------|--|---------|
| 206 931 0526 | DATE: | 12/4/16 |
| HOME: | NICK@redbellpartners.co | |
| JOB NAME | | |
| STREET | 400 PITTMAN STREET ORLANDO FL | |
| CITY | | |

WE SUBMIT this estimate to:

FURNISH AND INSTALL A COMPLETE NEW ROOF SYSTEM TO INCLUDE

DURO-LAST FANFOLD INSULATION OVER OLD ROOF

DURO-LAST AUGER 3.5" WITH GLUE

DURO-LAST ONE WAY ROOF VENTS (15) FLASH DRAINS TO DURO-LAST SPEC'S (10)

DURO-LAST 2 PIECE COMPRESSION ON WALLS. 20 DURO-LAST STACKS FLASH CURBS TO DURO-LAST SPEC'S

R= 25.2 ISO INSULATION 2 LAYERS 2.2"

IF NEED BE WE WILL INSTALL tectum to replAce gyp@ 8.00 per square foot

Tectum is less \$, doesn't have to set up and cure like gyp

LABOR, MATERIAL, PERMIT FEE, DUMP FEES AND TAX INCLUDED

We propose to furnish material and labor as provided above, for the sum of \$123,500.00

\$123,500.00 with payment(s) to be made as follows:

1/3 ON ACCEPTANCE BALANCE ON COMPLETION

This price shall remain in effect for 30 days and shall become void thereafter at the sole option of Contractor. TERMS: See pg 2 for Additional Terms and Conditions, all of which Customer specifically acknowledges and agrees to abide by: 1/3 ON ACCEPTANCE

MASTER ROOFING OF CENTRAL FLORIDA, INC.

BY: LOYAL R. SLECHTA

CELL PHONE: 407 467 4147

If you wish to accept this written Contract Proposal and wish Contractor to proceed, kindly sign and return an excuted copy to Contractor.

Accepted: _____

Date: _____



Tecta Florida Southeast, LLC | 588 Monroe Road, Sanford FL 32771
(407) 330-9303 | FAX (407) 330-5959 | CCC057634

November 16, 2016
Revised 4/5/2017

Tecta America Southeast, LLC (herein after referred to as "Tecta America") proposes to perform and furnish the labor, materials, insurance, supervision, equipment and warranty (herein together referred to as "Work") described herein for:

Owner/Customer: Red Bell Partners
Address: 400 Lake Seminary Circle
Maitland, FL 32751
Project: Warehouse Roof
400 Pittman Street
Orlando, FL
Telephone: (206) 931-0526
ATTN: Nick Jones

ROOF SOLUTION

SCOPE OF WORK: *Approximately 15,000 sq. ft.*

1. Procure all necessary permits.
2. Set up material, safety and equipment.
3. Vacuum loose gravel from roof surface.
4. Adhere two layer of 2.2" Polyiso Insulation cover board (R-25).
5. Adhere 60 mil TPO Membrane. (white)
6. All new wall, curb, drain and pipe flashing per Manufacturer's specification.
7. New 24 gauge coping skirt metal, re-use existing coping metal.
8. New TPO clad metal through wall scuppers.
9. Add 1 roll of walkpads at HVAC units and roof hatch.
10. Remove all debris and dispose of properly.
11. Provide a Tecta America 2 year labor warranty.
12. Provide a Manufacturer's 20 year NDL labor and material warranty.

Investment: \$103,875.00

Qualifications:

- Direct access to building and staging area for loading and unloading materials and equipment is required.
- Cost per sq. ft. for damaged gypsum deck replacement: \$7.50

Payment Terms:

20% deposit, 30% upon material delivery, 40% upon substantial completion, 10% upon final approvals.

Total Investment - Tecta America shall perform the work for: See above

This proposal is subject to revision or withdrawal by Tecta America until communication of acceptance. This proposal expires thirty (30) days after the date stated above if not earlier accepted, revised or withdrawn.

By: David Morrison Date: November 16, 2016
Dave Morrison

The undersigned hereby accepts this proposal and, intending to be legally bound hereby, agrees that this writing shall be a binding contract and shall constitute the entire contract, subject only to the approval of credit by Tecta America which approval shall not be unreasonably withheld.

THE TERMS AND CONDITIONS SET FORTH ON THE NEXT PAGE ARE A PART OF THIS INVESTMENT

Owner/Customer: _____ Title: _____

By: _____ Date: _____

TERMS AND CONDITIONS

1. **Nature of Work:** Tecta America ("Contractor") shall furnish the labor and material to perform the work describes 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 is not responsible for structural integrity and design, including compliance with codes. 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 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 roofing construction equipment and operations. Contractor is not responsible for location of roof drains, adequacy of drainage or ponding on the roof.
2. **Work Not Included:** Unless specifically stated on the face of this proposal, no repairs to roof deck, installation of wood strips or cant strips, furnishing and application of sheet metal work of roof drains, repairs or alterations to the building, or other items not stated on the face of this proposal are included in this contract.
3. **Asbestos and Toxic Materials:** This proposal and contract is based on the assumption that the work to be performed by Contractor does not involve asbestos-containing or toxic materials and those asbestos-containing or toxic 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 reserves the right to rescind this contract and receive payment for work performed or suspend its work for a reasonable period of time while the Customer engages a firm specializing in the removal and disposal of asbestos or toxic materials or submit a change order and perform the necessary work for additional compensation. In any event, 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. **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 coverage's, 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, windstorm, 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.
5. **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.
6. **Payment:** 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 of receipt of invoice following 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, plus the amount of materials stored. All sums not paid in full when due shall earn interest at the rate of 1-1/2% per month until paid. Contractor shall be entitled to recover from Customer all additional administrative costs at \$45 /hr as well as costs of collection incurred by Contractor, including reasonable collection, filing and attorney's fees, resulting from Customer's failure to make proper payment when due. The prevailing party in any dispute shall be entitled to recover all attorneys' fees & cost.
7. **Working Hours:** This proposal/Contract is based upon the performance of all work during General Works' regular working hours. Customer will help facilitate and provide full access to Contractor's personnel in the course of completing the entire scope of work. Extra charges will be made for after hours/overtime and weekend work.
8. **Removal of Debris:** Surrounding grounds, walkways and drives will be cleaned of roofing debris by Contractor. All roofing tear-off will be hauled away from the work site, unless specifically states otherwise on the front side of this proposal. New construction debris to an on site container will be provided by others.
9. **Changes in the Work and Extra Work:** Customer shall be entitled to order changes, consisting of alteration in, additions to or omissions from the Work. The total contract price shall be adjusted accordingly. This proposal does not include the cost of removing and replacing rotten wood or concealed conditions that are not visible until existing materials are removed. Unless otherwise agreed, additional work will be provided at \$69 per man hour (labor) \$79 per man hour Supervisor (\$99 hour for asbestos work) plus materials and will be billed and paid by customer as extra work in addition to the contract sum. Contractor shall not be required to perform any changed or additional work without a written change order. Any penetrations through the roofing to be installed by Contractor not shown on the plans provided to General Works prior to submittal of this proposal shall be considered an order for extra work.
10. **Site Conditions:** Contractor will not be liable for cracks in driveways, stucco and drywall or damage to any other building site improvements incurred in the delivery of materials or performance of works. Customer shall be responsible for all existing building and site conditions, including leakage problems due to poor design, condition or maintenance of roof mounted equipment, ponding water, dead valleys, cracks in walls or chimneys, lack of proper maintenance or other items not specifically included in the "scope of work" on the front of this proposal. General Works shall be provided with direct access to the work site and the roof for passage of trucks and materials. Contractor shall not be required to begin work until underlying areas are ready and acceptable for direct access.
11. **Price Volatility:** Asphalt, steel products, isocyanurate, and other roofing products are sometimes subject to unusual price volatility due to conditions that are beyond control or anticipation of Contractor. If there is a substantial increase in these or other 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.
12. **Fumes and Emissions:** Owner and Contractor acknowledge that asphalt may 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 from claims from third parties relating to fumes and odors that are emitted during the normal roofing process.
13. **Electrical Conduit:** Contractor's price is based upon there not being electrical conduit or their 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 injury to Contractor's personnel, and shall compensate Contractor for additional time, labor and expense resulting from the presence of such materials.
14. **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 roofing 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 from claims of tenants who were not so notified and did not provide protection.
15. **Mold:** Contractor and Customer are committed to acting promptly so that roof leaks are not a source of potential interior mold growth. Customer will make periodic inspections for signs of water intrusion and act promptly; including notice to Contractor if Customer believes there are roof leaks, to correct the condition. Upon receiving notice, Contractor will make repairs promptly so that water entry through the roofing installed by Contractor is not a source of moisture. Contractor is not responsible for 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.
16. **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.
17. **Workmanship Warranty:** General Works' workmanship will be warranted by Contractor in accordance with its standard warranty, which is made part of this proposal and contract and incorporated by reference. A copy of Contractors standard warranty is attached or, if not, will be furnished upon request. **GENERAL WORKS SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, MOLD OR ASPHALT FUME DAMAGES.** The acceptance of this proposal by the Customer signifies this agreement that this proposal and warranty shall be and is the exclusive contract remedy against Contractor for all defects in materials and workmanship furnished by General Works. Unless stated otherwise on the face of this proposal, the following warranty period(s) apply: A. One (1) year for new construction and full re-roof jobs, B. Six (6) months for all spot repairs.
18. **Manufacturer's Warranty:** A manufacturer's warranty for materials shall be furnished to Customer if a manufacturer's warranty is called for on the face of this proposal. All materials are guaranteed to be installed in accordance with current manufacturer's guidelines. Materials of equal or better quality may be substituted, if availability problems occur. It is expressly agreed that in the event of any material defects or variation in color of the materials furnished pursuant to this contract, Customer shall have recourse only against the manufacturer of such material.
19. **Right to Stop Work:** The failure of Customer to make proper payment to Contractor when due, or failure to facilitate completion of the work shall, in addition to all other rights, constitute a material breach of contract and shall entitle General Works, at its discretion, to suspend all work and shipments, including furnishing warranty, until full payment is made or terminate this contract. The time period in which General Works shall perform the work shall be extended for a period equal to the period during the Work was suspended, and the contract sum to be paid Contractor shall be increased by the amount of General Works' reasonable cost of shutdown, delay, and startup.
20. **Back Charges: Claims:** 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 within five (5) days of the event, act or omission which is the basis of the back charge. Claims, actions, suits initiated by Customer must be brought within the time frame of General Works Workmanship Warranty period or other wise be waived.
21. **Damages and Delays:** General Works will not be responsible for damage done to Contractor's work by others. Any repairing of the same by General Works will be charged at regular scheduled repair rates over and above the amount of this proposal. General Works shall not be liable for damages based upon delay or liquidated damages or penalties resulting from any delay in completion of the Project. General Works shall not be responsible for loss, cost, 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, inability or cost escalation in obtaining materials, equipment or labor; changes in the work and delays or damages caused by others. In the event of these occurrences, General Works' time for performance and cost to complete under this proposal shall be extended for a time and additional cost sufficient to permit completion of the Work.
22. **Tolerances:** All materials and work shall be furnished in accordance with normal industry tolerance and standards for color, variation, thickness, size, weight, amount, finish, texture, workmanship and performance standards. Tile Efflorescence - Concrete and clay roof tiles are subject to a naturally occurring phenomenon called efflorescence, which goes away in time. The occurrence of Tile efflorescence is specifically excluded from both tile manufacturers and General Works' warranty.
23. **Severability:** In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. This agreement shall be construed under the laws of the state of FL.
24. Should customer fail to return a fully executed proposal and acceptance prior to Contractors actual start of work, or Customer issues a purchase order or contract, to complete the work outlined in response to this proposal, Customer hereby agrees to all terms, conditions and priority of this proposal and waives any objections.

PHOTOS

PHOTO 3



NOTES

Gravel Surface Built Up Roof

PHOTO 4



NOTES

Previous Repair

PHOTOS

PHOTO 5



NOTES

Evidence of Ponding Water

PHOTO 6



NOTES

Subpar Previous Repair

PHOTOS

PHOTO 7



NOTES

Subpar Previous Repair

PHOTO 8



NOTES

Roof Drain

PHOTOS

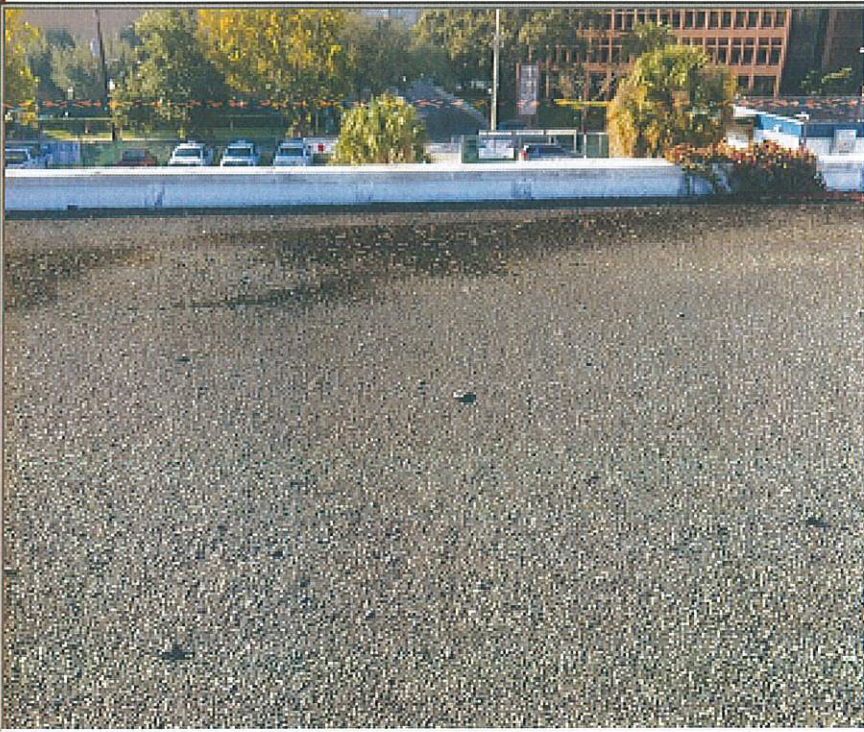
PHOTO 9



NOTES

Evidence of Ponding Water
along Perimeter of Roof

PHOTO 10



NOTES

Evidence of Ponding Water
along Perimeter of Roof

PHOTOS

PHOTO 11



NOTES

Vine Overgrowth on to Roof

PHOTO 12



NOTES

Deteriorating Wall Flashing..
Middle Roof Section.

PHOTOS

PHOTO 13



NOTES

**Deteriorating Wall Flashing..
Middle Roof Section.**

PHOTO 14



NOTES

**Open Seam on Wall Flashing...,
Middle Roof Section**

PHOTOS

PHOTO 19



NOTES

Membrane deterioration at
Scupper.

PHOTO 20



NOTES

Overflow scupper too high

PHOTOS

PHOTO 21



NOTES

Maintenance performed on roof walls over the gypsum deck area.

PHOTO 22

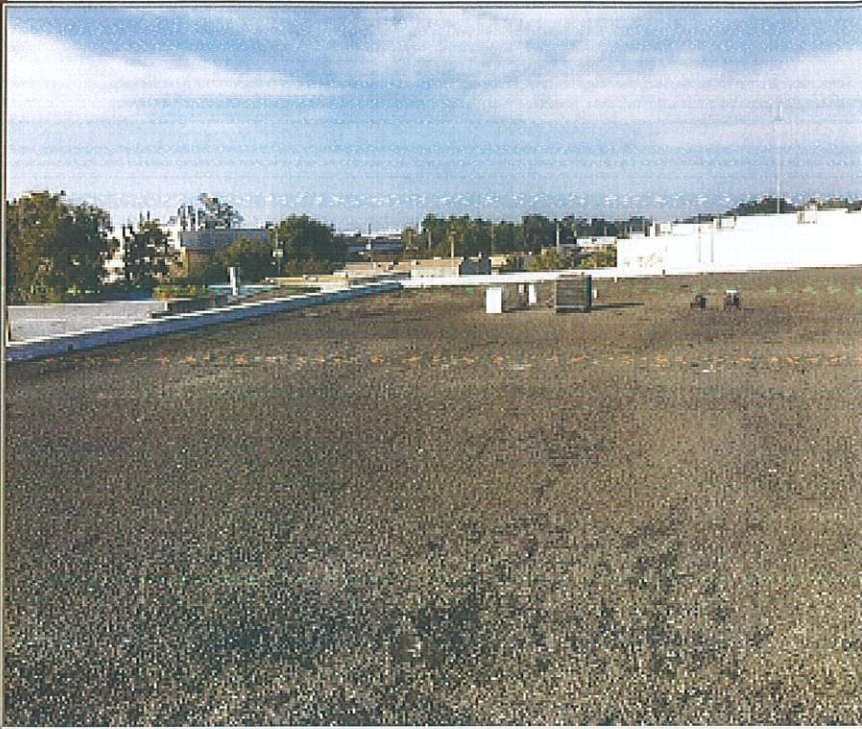


NOTES

Roof Overview... Gypsum Deck Area

PHOTOS

PHOTO 25



NOTES

Roof Overview...Gypsum Deck Area

PHOTO 26



NOTES

Roof Overview...Gypsum Deck Area

PHOTOS

PHOTO 27



NOTES

HVAC equipment and Vents on
Gypsum Roof Area

PHOTO 28



NOTES

HVAC equipment and Vents on
Gypsum Roof Area