



EST. 1984

**"Service and Experience Above the Rest"**

State License # CCC1330587

## **CONTRACT PROPOSAL**

Owner/Contractor: Town of Jupiter Inlet Colony

Jobsite: Town of Jupiter Inlet Colony

Address: 1 Colony Road

Address: 50 Colony Rd

City/State/Zip: Jupiter Inlet Colony, FL

City/State/Zip: Jupiter, FL 33469

PRJ #6902: Town Hall Reroof

Proposal Date: 5/16/2017

### **SCOPE OF WORK:**

- 1) Tear off the existing town hall roof down to sheathing boards and remove trash and debris from the job site.
- 2) Sheathing to be re-nailed to the current building code.
- 3) Sloped section of roof to consist of a Drexel galvalume standing seam 18" wide panel, over one (1) 30# felt tin tagged to code.
- 4) Flashing to be galvalume metal and roof penetrations to be redone.
- 5) 5-year warranty towards workmanship.

**Note: See page 2 for options.**

Note: Any mitigation requirements will be provided by owner or owner's representative.

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

Forty-four thousand three hundred fifty dollars and no cents \*\*\*\*\* \$44,350.00

Payment to be made as follows: 25% Upon Acceptance, 30% Upon Tear Off/Dry-In, 35% Upon Material Load, 10% Upon Completion

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

150 Toney Penna Drive | Suite G | Jupiter, FL 33458  
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## ADD ALTERNATES

### Secondary Water Resistance

\$2,578.00

\* To be added to the base price if a Polyglass TU Max self-adhering underlayment is installed in lieu of a 30# felt. This could also qualify as a Secondary Water Resistance.

Most insurance carriers offer a discount associated with SWR. We recommend contacting your carrier to verify any applicable discounts.

\*\*\*This option is not available for plank or T&G decking\*\*\*

### Modified Underlayment

\$5,175.00

\* To be added to the contracted amount if we apply TU Max over the 30# base felt in lieu of just 30# base felt.

## Qualifying Notes

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

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

\*Rotten fascia/stucco removed and replaced, if necessary, on a time and material basis (\$75.00 per man-hour plus materials) or by others. Any structural repairs, modifications or upgrades, if necessary, will require a general contractor and will be invoiced separately from the stated contract price.

\*Insulation/Gutter pricing is available upon request.

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### Specific Exclusions

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

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

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

#### Landscaping

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

#### Driveway

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

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

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

Accepted by Owner/Contractor:

**JPJ Companies, LLC d/b/a/ Altec Roofing**

\_\_\_\_\_  
(print name & title)

By: \_\_\_\_\_  
Mr. Ross Carpentier, Jr

Signature: \_\_\_\_\_

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

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



## TERMS AND CONDITIONS

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

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13. It is the Customer's responsibility to notify Contractor in writing within three (3) days of the occurrence of any claim, defect, or deficiency arising out of work performed, services supplied, or materials provided by Contractor under this Agreement ("Occurrence"). Failure of the Customer to provide written notice of the Occurrence will result in the Customer waiving all claims that may be brought against Contractor arising out of or relating to the Occurrence, including claims arising in law, equity, contract, warranty, tort, or federal or state statutory claims.
14. Contractor shall not be liable for any damage, whether actual or consequential, or claim arising out of or relating to Acts of God, accidents, civil disturbances, delays in obtaining materials, delays in transportation, fires, weather conditions, strikes, war or other causes beyond Contractor's reasonable control, including delays caused by any act or neglect of Customer, by any separate contractor employed by the Customer. Customer may obtain fire, tornado, flood, builder's risk and other necessary insurance for this project.
15. This Agreement reflects the entire agreement of the parties and supersedes any previous or contemporaneous agreement, understanding, or representation, oral or written, by the parties. All documents or exhibits referred to in this Agreement are an integral part of the Agreement and are incorporated by reference in the Agreement. This Agreement incorporates the documents entitled "Residential Limited Warranty" and "Statutory Warnings," to the extent applicable. Customer acknowledges that it has read and agreed to all incorporated documents and exhibits.
16. As a condition precedent to any court action by either party, the parties agree to attend non-binding mediation within twenty (20) days after a party's written demand. The parties shall choose a mutually acceptable mediator. The mediation must be completed within thirty (30) days after demand, time being of the essence. If any party fails to cooperate to timely complete the mediation, then the other parties may consider this condition precedent waived.
17. **Jury Trial Waiver.**  
THE UNDERSIGNED WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OR RELATED TO ANY ASPECT OF THE TRANSACTION IN CONNECTION WITH WHICH THIS DOCUMENT IS BEING GIVEN OR ANY DOCUMENT EXECUTED OR DELIVERED IN CONNECTION WITH SUCH TRANSACTION. THIS WAIVER IS KNOWINGLY, INTENTIONALLY AND VOLUNTARILY MADE BY THE UNDERSIGNED AND THE UNDERSIGNED ACKNOWLEDGES THAT NO ONE HAS MADE ANY REPRESENTATIONS OF FACT TO INDUCE THIS WAIVER OF TRIAL BY JURY OR IN ANY WAY TO MODIFY OR NULLIFY ITS EFFECT. THE UNDERSIGNED FURTHER ACKNOWLEDGES HAVING BEEN REPRESENTED IN CONNECTION WITH THE TRANSACTION WITH RESPECT TO WHICH THIS DOCUMENT IS BEING GIVEN AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, SELECTED BY THE UNDERSIGNEDS' OWN FREE WILL, AND THAT THEY UNDERSIGNED HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH SUCH COUNSEL. THE UNDERSIGNED FURTHER ACKNOWLEDGES HAVING READ AND UNDERSTOOD THE MEANING AND RAMIFICATIONS OF THIS WAIVER PROVISION.
18. **Attorneys Fees.**  
In connection with any litigation arising out of this Agreement, the prevailing party shall be entitled to recover from the other party its attorney's fees and costs, including attorney's fees and costs for any appellate proceedings.
19. For any change order work, including any work in addition to this contract, Contractor shall be entitled to any additional change on a time and materials basis. The materials shall be charged at actual costs, plus 25% for overhead and profit, and labor charges shall be billed at \$75.00 per man per hour.

PLEASE READ THE TERMS & CONDITIONS AND INITIAL \_\_\_\_\_



### Mold Disclaimer

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

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

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

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

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

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

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

CUSTOMER

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

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## **STATUTORY WARNINGS FOR CONTRACTS DIRECTLY WITH OWNERS**

### **LIEN LAW**

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

### **CHAPTER 558 NOTICE OF CLAIM**

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

### **FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND**

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

Date: \_\_\_\_\_ Customer(s) Signature \_\_\_\_\_