



LATITE ROOFING

NEW ROOF • REROOF • REPAIRS • MAINTENANCE

Date: 6/18/2018

JUN 20 2018

Windsor Place at Berkshire Lakes Condominium Association, INC.
27180 Bay Landing Dr.
Suite 4
Bonita Springs, FL 34135

RE: Reroof of Windsor Place at Berkshire Lakes Condominium Association, INC. @ 636 Windsor Sq. Naples, FL consisting of 29 Condo Buildings, 1 mail kiosk, 1 pool house, 1 pump house.

Latite Roofing & Sheet Metal, LLC proposes to roof the property listed above as follows:

Tile Roof and Gutter Replacement – Supply and install the following items only:

1. Tear off the existing tile roof system down to the plywood sheathing and dispose of all debris in an approved landfill.
Note: If the existing underlayment is found to be self adhered direct to the plywood sheathing it will be left in place as it cannot be remove and a 30# felt base sheet must be installed at additional cost of \$.60/sf to be billed by change order.
2. Sawcut the existing stucco to remove all embedded flashings. This is a premium service not typically provided by smaller roofing companies. Wall flashings are a primary failure point on a roofing system and leaving aged flashings in place will significantly reduce the longevity of the new roofing system. **(Stucco and paint repairs ARE included in this proposal. Final paint to be provided by the association to match)**
3. Install new 26GA Mill finished galvanized steel J-Mold and 4"x5" L-Flashing.
4. **Stucco repairs will be completed by a professional stucco/paint contractor and to included Seal, Wire Lathe, base coat of stucco, texture, prime with Sherwin Williams Loxon Hot Primer, Paint new stucco (paint provided by association to match).** Stucco included in 5 year Latite Roofing and Sheet Metal, LLC Warranty.
5. Re-nail plywood sheathing per current code.
6. Strip in 6" at roof edge and rake, and a full 36" wide roll at valleys with 30# felt to act as a slip sheet under metal flashings.
7. Dry-in the sloped roof deck with **Boral TileSeal HT Self Adhering underlayment** applied directly to plywood deck.
Note: Issue 30-Year Manufacturers Limited Warranty.
8. Shop fabricated 26GA Galvanized Steel ESP drip edge, and 26GA mill finish steel valley metal as required. All metals to be fastened per current applicable building codes. **Drip edge and eave closure for tile is available in standard White or Brown. Custom colors available for additional fee.**

a. Drip Edge Color: White Initials: J.P.

b. Eave Closure Color: White Initials: J.P.

President
6/27/2018

Fort Myers
7959 Drew Circle • Fort Myers, FL 33967
Tel: (239) 985-0049 • Fax: (239) 985-0070

1-800-NEW-ROOF
www.latite.com
Lic # CCC1326510

Florida Locations
Pompano: (954) 772-3446 • Sarasota: (941) 308-7100
Tampa: (813) 316-4846



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9. Flash all plumbing vent stacks, lead boots and A/C vent locations where required. **Note: Proposal includes replacement of all existing lead pipe boots and gooseneck roof vents.**
10. Supply and install a standard Standard Select selection of Eagle Malibu concrete tile using Large Paddy's Polysset AH-160 2-Part Foam Adhesive per manufacturer's recommendations and all current applicable building codes pertaining to Foam-on systems. (Installation of the tile includes the following: Ridge/Hip trim pieces and metal eave closure). **Issue 20 Year Polysset AH-160 Adhesive-Set System Warranty.**
 - a. Tile Color: Maple Forge Initials: J.P.D.
11. Replace up to (145) Sheets of rotten plywood on the project. Additional, if required, will be billed at the pricing listed below.
12. Provide a submittal package showing products used with shop drawings showing construction details.
13. New 6" .027 Seamless Gutters on all condo building with splash guard on inside section of gutters. At existing locations only. Color to be standard white.
14. 3"x4" Downspouts at existing locations. Color to be standard white.
15. Issue (5) five year Latite Roofing & Sheet Metal, LLC. Contractor Warranty.
16. Issue 20 Year Polysset AH-160 Adhesive-Set System Warranty. **Note: Price includes inspections required by the manufacturer**
17. Price includes permits, materials, labor, supervision, taxes and all insurance requirements.

Contract Price

\$1,872,994*

*includes 29 condo buildings, 1 pool house, 1 mail kiosk, 1 pump house.

Pricing valid for 30 days, due to the recent volatility in asphalt goods, commodities and materials used in the roofing business, pricing on this quotation is only good for 30 days.

OSHA Fall Protection Standard STD 3-11-002: OSHA rescinded STD 3-00-001 which allowed for alternate fall protection for residential construction and now requires full fall protection for all workers 6' above grade on roofs with a pitch of greater than 4 on 12. The pricing shown above includes the cost of fall protection anchor points as a part of this bid. As an alternate to the above the General Contractor may provide anchorage, guardrail systems, safety net systems or full scaffolding which could reduce the cost of our proposal. Latite Roofing can not be held responsible for any injury for other trades or workers who utilize our anchor points. All personnel using our anchors are responsible to inspect anchor for integrity prior to use.

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NOTES & EXCLUSIONS FOR ROOF REPLACEMENT:

- 1) This contract includes the cost of sheathing re-nailing and Secondary Water resistance as required by the Hurricane Mitigation Standard. However, the contract amount stated herein does NOT include the cost of Truss to Wall Hurricane Mitigation Standards as imposed by the State of Florida Effective October 1st, 2007. Pursuant to the Law as adopted by the Legislature you may be required to upgrade your connections of the truss system to the load bearing wall and the cost of same is NOT included in this proposal. State Law mandates that you are NOT obligated to spend more then 15% of the face value of this contract to mitigate these areas. The specific scope of work and cost of required mitigation can only be calculated after the removal of the existing roof system or by a licensed General Contractor or Structural Engineer if you choose to have them provide you with a Independent Report at your expense prior to acceptance of this contract.
- 2) If rotten wood is found during tear-off it will be replaced at the rates listed below. Structural members (i.e. trusses, sub-fascia, etc.) will be billed on a time and material basis in addition to the stated contract amount. If rotted wood is found in the screen enclosure area, screen enclosure must be disconnect and reinstall by a screen company. This cost is NOT included in this scope of work.
 - 2A) Standard Rates for Wood Replacement
 1. 1x2 Trim \$3.5/LF
 2. 1x4 Fascia \$4.5/LF
 3. 1x8 Fascia \$5.5/LF
 4. 2x4 Lumber \$5.5/LF
 5. 2x8 Lumber \$8.5/LF
 6. Tongue and Groove or Specialty Wood \$10/LF+ (depending on availability and market Price.)
 7. Plywood Sheathing \$50/Sheet
- 3) The interior of the building must be inspected prior to start. The purpose of the inspection is to identify any obvious pre-existing damage from previous water intrusion or conditions that that may create or become a hazard to the occupants or the structure, i.e. damaged ceilings, wood rot, unsafe conditions, etc. If the inspection is not completed timely and work commences, all damages will be assumed to be pre-existing and will be the sole responsibility of the building owner.
- 4) Latite will cover the access and staging areas with plywood and plastic in accordance with industry standards.
- 5) Latite approaches every job in an efficient and professional manner. As careful as our crews are some incidental damage may occur to sprinklers, landscaping, pool screening, awnings, etc. Please note that significant vibration may occur during all phases of the re-roofing process. Therefore, we ask that all heavy objects that are wall or ceiling mounted be temporarily removed or double checked for attachment. Latite assumes no responsibility for any incidental damages that may occur during the normal re-roofing process.
- 7) **Removal of screen enclosures, satellite dishes, and awnings are not included in this scope of work and must be removed by others prior to start of project.**

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8) Please keep in mind that the re-roofing process, is construction and you can expect a certain amount of debris during the project. A general clean up will take place each day with a thorough cleaning of the grounds on the final day.

9) As per local municipality requirement, a permit board will be displayed on the front of the job/project and readily accessible to the inspector.

Payment Terms: Draw Schedule 0% Down, 65% @ Peel and Stick; 25% @ Tile Delivery, 10% Final. Billed per building on the 1st and 15th of each month.

Payment due upon receipt of invoice

Accepted by: Timothy J. Penney Date: 6/27/2018

Print Name: Timothy J. Penney President

Latite Acceptance: Michael VanLeberg Date: 7-2-18

Print Name: Michael VanLeberg

NOTE: CONTRACT NOT VALID UNLESS THE ATTACHED STANDARD CONDITIONS SHEET IS SIGNED AND RETURNED WITH THE FULL PROPOSAL.

Should you have any questions or would like to discuss this proposal please feel free to call me.

Sincerely,

Michael Vanlerberg
Account Manager
Phone: (239) 985-0049 Ext: 125
Mobile Phone: (239) 823-9030

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LATITE ROOFING & SHEET METAL CO
STANDARD CONSUMER CONDITIONS rev 12/15

License No.: **CCC1328510**

4. Unless specifically detailed above, flashings for penetrations related to mechanical appliances or additional built-up base flashings are additional as follows: Items 1-a apply only after completion of roof and Latite must return to project

a. Patch paste (up-to-6" sq.) (Asphalt filled)	\$125.00 each	i. Roof curbs up to 4" x 4"	\$475.00 each
b. Gesso/recte (fabricate and install)	\$125.00 each	j. Roof curbs up to 5" x 5"	\$750.00 each
c. Curb/wall flashings (including cast)	\$6,500/lf.	k. Roof curbs up to 10" x 10"	\$1,680.00 each
d. 1 piece galvanized counterflashing	\$5,000/lf.	l. Flash new plumbing VTR localities	\$85.00 each
e. 2 piece galvanized counterflashing	\$7,500/lf.	m. Minimum Tenant Improvement	\$285.00
f. Chem curb flashing - 7.5"	\$125.00 each	n. Curb/wall flashings (including cast)	\$25,000/lf.
g. Chem curb flashing - 4.5"	\$125.00 each	o. 1 piece galvanized counterflashing	\$7,500/lf.
h. Job specific built-up wall flashing	\$	p. 2 piece galvanized counterflashing	\$9,000/lf.

2. Due to the volatility of code changes, this proposal includes installation per Code requirements, as applicable, as of the date of this proposal. Any Code change, which causes a variance in the Scope of Work, will be performed only upon the issuance of the appropriate change order and attendant adjustment to the contract price.

3. **DUE PRIMARILY TO THE REQUIREMENT OF UPLIFT CALCULATIONS BEING APPLICABLE TO ALL ROOF SYSTEMS ON BUILDINGS OVER 23' (MEAN ROOF HEIGHT), NO WARRANTY, EITHER EXPRESSED OR IMPLIED, IS GIVEN REGARDING COMPLIANCE OF THE SYSTEM SPECIFIED HEREIN WITH THE DESIGNED UPLIFT PRESSURE UNLESS SUCH PRESSURE IS INDICATED ON THE PLANS OR CONTAINED WITHIN THE SPECIFICATIONS ACTUALLY PROVIDED BY OWNER/GENERAL CONTRACTOR AT THE TIME OF SUBMISSION OF THIS PROPOSAL.**

4. Any details not specified by architect will be performed in accordance with standard details as published by the manufacturer of the primary roof system or the Florida Building Code requirements.

5. This proposal may be withdrawn if not accepted within 30 days of the submission date written on the front hereof.

6. All material guaranteed to be as specified or equivalent consistent with manufacturer's specifications. All Work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the agreed Scope of Work, with the exception of the removal and replacement of rotten wood, will be performed only upon written orders executed by an authorized party and will, if applicable, become an extra charge over and above the contract order. However, customer shall not give orders to Latite for work that is required to be performed and then refuse to make payment on the grounds that a change order was not executed at the time the work was performed or that owner's representative was not authorized to order the change. In such event, Latite shall be entitled to compensation representing the reasonable value of work performed. This agreement for performance of Work is contingent upon strikes, accidents or delays beyond our control. Owner shall carry fire, tornado and other necessary insurance. Latite workers are fully covered by Workman's Compensation Insurance.

7. Partial payment shall be made as Work progresses. Net cash on completion unless otherwise indicated above. A draw schedule will be furnished on all construction exceeding \$5,000.00. Should customer fail to pay pursuant to the draw schedule, Latite reserves the right to suspend further performance of all contractual obligations until payment of all past due amounts are made. Latite's continued performance despite customer's failure to pay shall not be deemed a waiver of any default by customer, whether or not declared. Interest will be charged after maturity at the rate of 1.5% per month. Should a dispute arise out of or in connection with this Agreement, then the prevailing party shall be entitled to all reasonable attorneys' fees and court costs in any administrative procedure, litigation or arbitration, at all levels including without limitation trial and appellate. In any matter involving payment for services and/or materials performed or furnished, the unpaid party shall be entitled to costs, expenses and attorneys fees incurred before suit.

8. Payment in full of all amounts hereunder shall be a condition precedent to the obligation of Latite or the manufacturer to issue any applicable bond or give any warranty hereunder to the owner. This term shall survive as a contractual obligation and be incorporated into the agreement of the parties. Latite will provide releases of liens based on statutory form prescribed by Section 713.20 Florida Statutes.

9. Latite is not responsible for the quality of material or workmanship of other contractors or subcontractors whose work supersedes or follows that of Latite. Further, Latite is not responsible for preexisting conditions that tie into or affect the work, provided that the pre-existing condition is not open and obvious. Any warranty provided by or through Latite shall be void where the claimed failure of the Work is caused in whole or in part by preexisting conditions or the work of others. Preexisting conditions shall include but not be limited to buildings found to be structurally deficient, cracked slabs or other conditions or causes not within Latite's scope of work but that effect the integrity of Latite's work.

10. Latite approaches every job in a professional manner and will make every effort to protect all finished surfaces as reasonably required and consistent with industry standards. Notwithstanding, any surface or item that Latite cannot protect, such as pool decks, driveways, walkways, lawns, outside furniture, vehicles, landscaping, sprinklers, etc., as well as interior walls, ceilings, floors, furnishings, and/or items affixed thereto, shall be the responsibility of the owner to protect as it deems fit. Latite assumes no responsibility for cracked or damaged driveways, sidewalks, curbing, interior surfaces, or other site work and shall not be liable for any interior damage sustained by owner after acceptance of Latite's work, or incidental or consequential damages to the building structure or its contents. Owner shall hold Latite harmless for interior damages sustained after acceptance of Latite's work, and shall look solely to its own insurance provider for coverage. Owner, and anyone else on owner's behalf, waives all rights of subrogation with respect to claims made under any policy of insurance for damages described in this paragraph. Further, Latite disclaims any implied warranty, including the warranty of merchantability and the warranty of fitness for a particular purpose, and limits any warranty to the duration and extent of the express warranties provided for in this contract.

11. ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 568, FLORIDA STATUTES.

12. ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (), 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 A 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.

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined herein above or upon receipt of invoice, which ever shall first occur.

DATE: 6/27/2018
 Project Address: 636 Windsor Sq.
 Project Name: Windsor Place
 Owner's Signature: Timothy J. Penney
 PRINT NAME: Timothy J. Penney
President