



# TECH SYSTEMS<sup>INC</sup>

June 26, 2024

## CONTRACT AGREEMENT

THIS AGREEMENT, submitted between TECH SYSTEMS INC., hereinafter called the Contractor and CITY OF COCOA, hereinafter called the Owner:

WHEREAS, that the Contractor and the Owner for the consideration hereinafter named agree as follows:

The Contractor shall furnish all of the materials and perform all of the work in a workmanlike manner on the following property to wit:

Wewahootee Water Treatment Plant

### ***Roof Replacement***

Cocoa, FL

#### Scope of Work

1. Remove existing lightning protection system.
2. Remove existing roof system down to the LWIC and/or gypsum deck. Discard all debris.
3. Install tapered insulation to promote positive water drainage to scupper locations on upper roof and perimeter edges on lower roof area.
4. Install a fully adhered twenty (20) year 60 mil TPO single ply roof system per manufacturer's specifications. All seams to be lapped and heat welded.
5. On the upper roof system, install wood nailers on top of parapet, properly fastened. Then fully encapsulate with 60 mil TPO membrane. Install new cleated, aluminum coping on parapet.
6. Install perimeter edge detail per roofing industry standards where required. Install new aluminum counter flashing on roof to wall transitions on the lower roof.

Tech Systems Inc.  
2001 Hughes Road, Suite #1  
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Phone: 321.259.2246 | Fax: 321.255.0291  
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7. Install new single ply pipe boots and two new scuppers. Existing downspouts and leader heads to be reused.
8. Reinstall to code a new aluminum lightning protection, utilizing existing downleads.

### Special Conditions

1. Owner to furnish electrical power, water, and ground storage area.
2. Contractor shall be responsible for all damage and theft of tools and materials stored on the site.
3. It is understood that Contractor shall not be held responsible for any damage to the interior of the building or its contents unless caused by Contractor's negligence. Contractor to take all necessary precautions for temporary weather protection of the building during the roof replacement to protect indoor mechanical equipment from the elements.
4. Owner and Contractor will agree on any changes of specifications before any additional work is done.
5. This contract can be modified only if Owner and Contractor sign a later agreement, which sets forth the changes agreed to. If there are any work modifications the resulting cost or credit to Owner will be included in that agreement.
6. Precautionary measures will be taken to protect the premises from damage, but please be aware that heavy loads on truck and cranes are necessary to deliver and remove material on your job. Concrete and most other driveway and sidewalk materials many times are not able to withstand this weight without cracking. Therefore, neither Tech Systems, Inc., nor our material supplier, will assume responsibility for cracking or breaking of driveways, sidewalks, curbs, etc., which may occur.
7. Contractor shall not be held responsible for any damage as a result of movement in decking during re-roof projects. Contractor not responsible for any damage or punctures to A/C lines, electrical lines, cables, and/or plumbing items on the underneath side of the roof decking. Contractor not responsible for any damage to awnings, soffit, screen enclosures, stucco, drywall, landscaping, or pavers.
8. Any electrical, mechanical, or plumbing work, other than specified, to be completed by Owner, if needed.
9. Contract is contingent upon approval by the Building Department, pull tests, and the material manufacturer, if applicable.

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10. Where applicable, work to be done in accordance with Jacobs Report Dated 2/20/2024.
11. Force Majeure Clause – any material cost increases incurred after Contract signing due to recent price increases by suppliers will be passed on to the Owner within reason with necessary back-up data.
12. Wood Replacement Costs

1x4s	\$10.50 per lineal foot
2x4s	\$11.25per lineal foot
2x6s	\$12.75 per lineal foot
2x8s	\$14.25 per lineal foot
1x2s	\$7.75 per lineal foot
1x6s	\$12.00 per lineal foot
1x8s	\$12.75 per lineal foot
1x12 fascia	\$14.25 per lineal foot
plywood	\$5.25 per square foot

#### Permits and Fees

1. Owner to be responsible for preparing a Notice of Commencement for job and sending it to Tech Systems Inc. for permit processing.
2. Contractor shall provide all necessary permits for the execution of this contract and comply with any state or county licensing requirements. Contractor to pay notice of commencement and permit fees and provide submittals and copies of permits to Owner as requested.

#### Insurance

1. Provisions shall be made to protect all property from damage and the public against hazard or injury. All property damaged as a result of this work shall be restored or repaired by Contractor at his expense.
2. Contractor shall submit statement of insurance coverage and comply with Owner's requirement and agrees to keep said insurance in force for the duration of this contract.
3. Contractor shall hold Owner harmless for any accidents occurring to his employees.

#### Warranty

1. Provide to Owner a twenty (20) year NDL labor and material warranty.

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<u>Labor</u>	<u>Rate</u>	<u>Hours</u>	
Foreman	\$ 55.00	112	\$ 6,160.00
Roofer	\$ 50.00	800	\$ 40,000.00
<i>Total Labor</i>			\$ 46,160.00
<u>Material</u>			
Cost of Material			\$ 55,158.15
10% mark-up			\$ 5,515.82
<i>Total Materials</i>			\$ 60,673.97
<b>Contract Price</b>			<b>\$ 106,833.97</b>

*\*All work and pricing to be done in accordance with the Brevard County Continuing Roofing Contracting Contract RFQ-6-22-13.*

*-Schedule to be determined after receipt of PO, submittal approvals, and receipt of permit.*

Payment Schedule

1. Periodic progress payments to be made for materials stored on site and work in progress.
2. The total contract price is effective as of the above date and shall remain so for a period of ninety (90) days, after such time the price is subject to change without notice.

IN WITNESS WHEREOF, we have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

TECH SYSTEMS INC.

OWNER'S AGENT

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