

**Florida SouthWestern State College District Board of Trustees
Agenda Item Summary**

Meeting Date: 2/4/2020

1. **Title:** Lee Campus, Buildings N, O, P, Q - Flat Roof Replacement
2. **Action Requested/Purpose:** Approval to allocate budgeted funds over \$325,000.
3. **Fiscal Impact:** ☐ Yes ☒ No ☐ N/A
4. **Funding Source:** Fund 7 Amount: \$ 331,000
5. **Administration Recommendation:** Administration recommends that the District Board of Trustees approve issuance of a purchase order in the amount of \$331,000 for roof replacement approved in the 2019/2020 Plant and Capital Equipment Funds.

6. Agenda Item Type:

- ☒ Action Item
☐ Consent Agenda
☐ Information Only
☐ Board Requested Information/Report

7. Requirement/Purpose (Include Citation)

- ☒ Statute **SREF section 4.1(1)**
☐ Administrative Code
☐ Other

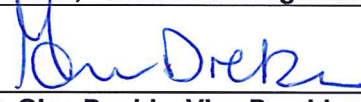
8. Background Information:

The proposed replacement of the flat roofs at Buildings N, O, P, Q will correct and eliminate ongoing leak repairs experienced over the last few years. Buildings N, O, P, Q flat roofs have exceeded their typical lifespan of 20 years. The quoted cost of \$331,000 is a savings of \$89,000 from the estimated cost approved in the 2019/2020 budget. It is Administration's recommendation to approve the use of these funds for work to take place over Spring Break 2020.

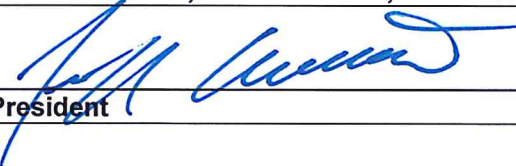
Requested by:


 Director, Facilities Management and Construction

Funding Verified by:


 Dr. Gina Doeble, Vice President, Administrative Services

Approved for Agenda by:


 President

Roof Replacement Proposal

Prepared for:

*Florida Southwestern State College
Upper Roofs & Walkway Roof Slabs –
Bldgs NOPQ*



RESOURCES TO DO THE JOB -- ANY JOB!



Crowther Roofing and Sheet Metal of Florida, Inc.

Ft. Myers: (239) 337-0026 ♦ Naples: (239) 649-5006 ♦ Port Charlotte: (941) 764-9800
Sarasota: (941) 343-9600 ♦ Jupiter: (561) 624-9400



INITIALS _____

Waterproofing & Roof Replacement Proposal

December 5, 2019

Crowther Roofing and Sheet Metal of Florida, Inc. (hereafter "Crowther") submits this proposal subject to the terms and conditions outlined on the reverse side:

**Owner
Address**

Florida Southwestern State College
8099 College Parkway SW
Fort Myers, FL 33919

**Jobsite Location
Address**

FSW Lee Campus
Buildings N, O, P, & Q
8099 College Parkway SW
Fort Myers, FL 33919

**Contact Person
Phone #
Fax #
Email**

Steve Gubitti
239-489-9129

steve.gubitti@fsw.edu

Crowther Roofing & Sheet Metal of Florida, Inc.

2543 Rockfill Road, Fort Myers, Florida 33916
Phone: (239) 337-1300 Fax: (239) 337-0878

7321 International PL., Sarasota, Florida 34240
Phone: (941) 343-9600 Fax: (941) 371-8969

15865 Assembly Loop Rd., Jupiter, Florida 33478
Phone: (561) 624-9400 Fax: (561) 624-9189

Toll Free: 1-800-741-3114
www.crowther.net ♦ www.roofcheck.net

Florida Contractors License Numbers:
CCC 039822 / CMC 1250360



INITIALS _____

Waterproofing & Roof Replacement Proposal

We hereby submit specifications and estimates for roofing and sheet metal work as follows:

Roof Section(s) / Building(s)

Buildings N, O, P, & Q Walkway Roof Slabs
Mechanical Room Roofs on Buildings N, O, P, Q & End Stairwell of Building N

Proposal Details, Specifications and Estimate:

Walkway Roof Slabs:

- Remove existing membrane to bare concrete at (3) walkway roof slabs between Buildings 'N/O' as well as Buildings 'O/P' and Buildings 'P/Q'. Chip out up to (20) Square Feet of spalled concrete horizontal surface approximately 2" deep resulting from reinforcing steel corrosion to be cleaned free of rust, coated with Sika Armatec 110 Epocem and poured back flush with SikaQuick 1000 rapid set mortar.
- Chisel out grout pockets at existing railing stanchion holes between Buildings 'N/O' and remove railings for future reinstallation. Workers to wear fall protection harness attached to temporary safety lines during the work. Prior to application of waterproofing reinstall aluminum railings and fill stanchion holes flush to deck surface with Sikadur 42 Grout-Pak.
- Layout areas of standing water to receive thin profiling mortar up to (700) Square Feet at 1/4" average thickness. Prime surface contact area with Sikadur 21 Lo-Mod LV epoxy then apply mortar mixed 6 parts by loose volume with over dried silica sand. Taper along perimeter to featheredge.
- Apply Sikalastic Concrete Primer Lo-VOC to all bare slab surfaces approximately 300 Square Feet per gallon. Apply Sikalastic EP Primer/Sealer 2" up stripped bases of all aluminum rail posts as well as over all epoxy mortar overalys approximately 100 Square Feet per gallon.
- Remove existing paint (8) inches above horizontal deck surface and install continuous beads of Sikaflex-102 EverFlash Sealant tooled to form a diagonal cant.
- Apply Sika RoofPro 20 WP membrane system consisting of Sikalastic 621TC base coat 45 wet mils thick with Reemat Premium glass fiber mat embedded reinforcement covered by Sikalastic 621TC top coat 30 wet mils thick mils. Apply wear coat 15 wet mils thick to receive silica sand broadcast to refusal.
- Remove expansion joint seals abutting adjacent buildings. Mechanically clean both sides of joint to achieve bare concrete profile. Install LymTal Iso-Flex Hydroseal pre-compressed backing recessed 1-inch.
- Apply fillet beads of sealant along each side of pre-compressed backing. Cover recessed joint area with bond break tape and apply 45 mils Sikalastic 621TC detail coat 6" wide with Sika Flexitape Heavy embedded to form a cradle. Install closed cell foam backer rod bottom half into joint and top half protruding above. Cover top of backer rod with bond break tape and apply 45 mils Sikalastic 621TC detail coat 6" wide with Sika Flexitape Heavy embedded to form a crown.
- Shop fabricate, supply, and install light gauge aluminum break metal drip edges and rain diverters at perimeter edges. Color to be Mansard Brown, and material to be Kynar finished .032 aluminum.
- Provide manufacturer's waterproof membrane system 20 year warranty.

Exclusions/Qualifications to above Walkway Roof Slab Scope of Work:

- Repair of spalled concrete slab surfaces in excess of allowance stipulated herein shall be added at unit price of \$110.00 / Square Foot.
- Application of epoxy profiling mortar in excess of allowance stipulated herein shall be added at unit price of \$17.50 / Square Foot.

INITIALS _____

Mechanical Room Roofs:

- Clean and prepare existing structurally sloped concrete decking to receive new modified bitumen roof system.
- Supply and install a ½" coverboard adhered to concrete decking with low rise foam adhesive.
- Supply and install a Johns Manville DynaBase modified bitumen base membrane via torch application to adhered coverboard.
- Supply and install a Johns Manville DynaWeld modified bitumen granulated cap membrane via torch application to adhered base membrane.
- Supply and install retrofit drain insert at existing drain location.
- Supply and install lead boot flashings at plumbing vents.
- Flash curbs and penetrations with Johns Manville modified membranes and/or Johns Manville Permaflash liquid resin flashing, condition dependent.
- Parapet walls to be flashed approximately 12" up from structural deck height, with JM flashing membrane terminated with a termination bar and appropriate fasteners.
- Supply and install Kynar finished .032 aluminum shop fabricated surface mounted counterflashings at parapet walls, and drip edges at perimeter edges.
- All necessary permits, fees, and inspections are included.
- Provide 2 year contractor's warranty.
- Provide 20 year Johns Manville NDL Labor and Material Warranty.

Stairwell Building N Roof:

- Clean and prepare existing concrete decking to receive new modified bitumen roof system.
- Provide and install wood blocking at perimeter edges.
- Provide and install tapered polyisocyanurate roof insulation to provide positive drainage to scuppers and discharge spitter locations. ISO to be adhered to concrete deck with low rise foam adhesive.
- Supply and install a ½" coverboard adhered to adhered insulation with low rise foam adhesive.
- Supply and install a Johns Manville DynaBase modified bitumen base membrane via torch application to adhered coverboard.
- Supply and install a Johns Manville DynaWeld modified bitumen granulated cap membrane via torch application to adhered base membrane.
- Parapet walls to be flashed approximately 12" up from structural deck height, with JM flashing membrane terminated with a termination bar and appropriate fasteners.
- Supply and install Kynar finished .032 aluminum shop fabricated surface mounted counterflashings at parapet walls, and drip edges/gravel stops at perimeter edges.
- Shop fabricate and install aluminum Kynar finished metal expansion joint at applicable location.
- All necessary permits, fees, and inspections are included.
- Provide 2 year contractor's warranty.
- Provide 20 year Johns Manville NDL Labor and Material Warranty.

INITIALS _____

Safety and Insurance:

Crowther shall be responsible for initiating, maintaining and supervising safety precautions in connection with the performance of this proposal.

We will provide Fall Protection utilizing a Safety Monitoring System in accordance with current OSHA Standards.

If Fall Protection other than Safety Monitoring is imposed, the cost of the additional Fall Protection will be added to the above mentioned Contract Amounts.

Crowther shall provide proper insurance and provide Owner with a copy of the insurance certificate.

Acknowledgements:

- ◆ Agreements are contingent upon strikes, accidents or delays beyond our control.
- ◆ Workers are fully covered by Workman's Compensation General Liability Insurance. Owner to carry fire, tornado and other necessary insurance.

Exclusions/Qualifications for Mechanical Roof Roofs and Building N Stairwell Roof:

- (a) Because the condition of the existing roof deck is hidden until the roof is removed, there may be some necessary repairs to the deck to ensure that we have a smooth, pliable surface to install the new roof systems. Any minor repairs to the roof deck will be completed on a time **(\$75.00 per hour, per technician)** and materials **(our costs, plus 15%)** basis.
- (b) There may be some necessary repairs to any area that is hidden or unforeseen such as but not limited to decking fascia etc. Any repairs to these areas will be completed on a time **(\$75.00 per hour, per technician)** and materials **(our costs, plus 15%)** basis.
- (c) The color of the new metal flashings will need to be chosen from standard manufacturer's color selection and verified in writing prior to commencement of this work.
- (d) All sheet metal components to be lapped together or have underside expansion-plates installed in accordance with the installation guidelines of SMACNA (Sheet Metal and Air Conditioning Contractors' National Association, Inc.).
- (e) Submit a full specification/detail package detailing all related roof details for the owner's agent approval. This package will need to be accepted by the owner's agent and verified in writing prior to commencement of this work.
- (f) This includes all the proper roofing permits and inspections required for this project. This will require the owner/owner's representative to complete and notarize a Notice of Commencement to obtain the proper permits.
- (g) Crowther to have access next to the building. This may require traffic/parking considerations at the existing facility.
 - a. Crowther Roofing has not included any consideration for landscape repair and if we are directed to landscaped areas for roof access, all repairs to return this area to the previous condition has been excluded from the scope of work.
- (h) This project is to be completed during normal business hours of the day, which are approximately 6:30 a.m. to 5:00 p.m.
- (i) Normal construction debris and noise shall be expected.
- (j) Clean up and removal from premises of all debris caused by this work is included.
- (k) The scope of work described above will be completed by experienced mechanics fully covered with the proper amount of workers compensation and general liability insurance.
- (l) Any additional scopes of work or repairs will incur the time and materials rates as stated prior. Such additional work will require the issuance of a Change Order to amend the proposed value.
- (m) We reserve the right to negotiate the Terms and Conditions of a Subcontract Agreement.
- (n) During the time the lightning protection is removed, Crowther Roofing and its insurance company are not responsible for possible lightning strikes during the completed of this work.
- (o) Credit cards are an acceptable form of payment, but in the event one is used for any payment, Crowther reserves the right to recover any additional fees/merchant service fees that may accompany such credit card. Because each card is different, the recovery of these fees will be addressed at the time of payment.

INITIALS _____

Payment:

Buildings N, O, P, Q Walkway Roof Slabs, Mechanical Room Roofs, and Bldg N Stairwell Roof:

Three Hundred Thirty One Thousand Dollars (\$331,000.00)

Terms: Progress Payments with 100% Due Upon Completion

NOTIFICATION:

This proposal may be voided by Crowther if not accepted within 30 days.

THE ABOVE REFERENCED PROPOSAL IS MADE SUBJECT TO THE TERMS AND CONDITIONS AS LISTED HEREIN. PLEASE REVIEW, SIGN BELOW AND RETURN TO CROWTHER FOR FINAL AKNOWLEDGEMENT AND SIGNATURE. ONE COPY OF THIS FULLY EXECUTED PROPOSAL WILL BE RETURNED FOR YOUR FILE.

Acceptance of Proposal:

The undersigned also acknowledges acceptance of all terms and conditions contained on the reverse side hereof ("Terms and Conditions"), which are incorporated herein and made part of this proposal for the work to be performed. Performance of the contract will be in accordance with the terms and conditions set forth on the reverse side hereof, together with any modifications, changes or addition to this agreement, which are made in writing and signed by both Owner and an authorized representative of Crowther Roofing & Sheet Metal of Florida, Inc.

OWNER:

Signature

Print Name: _____
As agent and/or on behalf of Owner

Title: _____

Date: _____

Ask about our Investment Protection Programs:



CROWTHER:

Signature

Print Name: Sean Wallace

Title: Surveyor

Date: _____

A Crowther Roof Is A Quality Roof



INITIALS _____

CROWTHER ROOFING & SHEET METAL OF FLORIDA, INC.

Terms and Conditions

1. All material is guaranteed as specified and the work to be performed in accordance to the terms and conditions as set forth on "Scope of Work" as mentioned above.
2. All work to be completed in a workmanlike manner according to generally accepted practices in the industry. Any alteration or deviation from the specifications set forth in this contract shall be set forth and agreed to in writing. All modifications to this contract will be performed upon written change order, which will require signature by Crowther Roofing & Sheet Metal of Florida, Inc. and Owner.
3. Owner to carry fire, wind, and other necessary insurance.
4. **Modification of Material Supply Pricing (if applicable):** It is understood and agreed that the building material market is currently in a very unstable situation which may result in increasing building material pricing for the performance of the work contained herein. The pricing for the building material to be supplied herein is specified on Page One. In the event that the building material market increases the costs of Crowther Roofing & Sheet Metal of Florida, Inc. under this Agreement, then in such event Crowther Roofing & Sheet Metal of Florida, Inc. will notify Owner of such increase and Owner will accept such increase not to exceed the sum of five percent (5%) of the total estimated building material costs plus reasonable overhead and profit on such cost increase to Crowther Roofing & Sheet Metal of Florida, Inc. not to exceed fifteen percent (15%) overhead and ten percent (10%) profit of such increased cost. In the event Crowther Roofing & Sheet Metal of Florida, Inc. notifies Owner of an increase in building materials which exceeds five percent (5%) of the original cost, then in such event Crowther Roofing & Sheet Metal of Florida, Inc. and Owner agree that either (a) Owner may cancel this contract, subject to Owner paying Crowther Roofing & Sheet Metal of Florida, Inc. for the material supplied, ordered, or delivered to the job site and all work performed and installed on the job site, at which time both Crowther Roofing & Sheet Metal of Florida, Inc. and Owner shall have no further liabilities or any obligations under this contract, which will then be deemed to be cancelled and of no further force and effect, or (b) Owner will acknowledge the increase in price with such increase in price being passed along to the Owner in accordance with the increase in cost of such building material to Crowther Roofing & Sheet Metal of Florida, Inc. plus reasonable overhead and profit not to exceed fifteen percent (15%) overhead and ten percent (10%) profit of such increased cost based upon the current pricing for such building materials based upon the supply cost to Crowther Roofing & Sheet Metal of Florida, Inc.
5. Owner acknowledges that the work being performed by Crowther, pursuant to this proposal, is continuous throughout the time period of this proposal. Crowther's lien rights pursuant to Chapter 713, Florida Statutes, for labor and material furnished in performing the services shall not expire until 90 days after the expiration of the proposal.
6. **Acceptance of Proposal:** Unless otherwise agreed to, Owner shall pay the entire unpaid balance of the contract, together the amount due for additional work, on the day of completion. All amounts due to Crowther Roofing & Sheet Metal of Florida, Inc. shall bear interest at 1 1/2% per month from the date such amounts are due.
7. Crowther Roofing & Sheet Metal of Florida, Inc. may either invoice the Owner for such work performed or, alternatively, the proposal contains a draw schedule for which Crowther Roofing & Sheet Metal of Florida, Inc. is to be paid. In either case, Crowther Roofing & Sheet Metal of Florida, Inc. shall be entitled to recover interest on all monies due and owing thirty (30) days from such time as the invoice is due or draws are due in accordance with the terms and conditions hereunder.
8. **Disclaimer of Incidental and Consequential Damages:** Owner expressly waives any and all claims for special, incidental or consequential damages that it may have against Crowther Roofing & Sheet Metal of Florida, Inc., including, without limitation, damages for loss of business and reputation, loss of use of the property, including any health problems or personal injury, including past, present or future water intrusion, mold, fungus, mildew or algae growth, together with a complete waiver of any and all claims as to damage to personal property or inventory. In addition thereto, Owner specifically excludes, waives and relinquishes any claims for structural deficiency, or damages that may occur during the re-roofing application, including, but not limited to, damages, cracking of interior ceilings or walls that may occur during the re-roofing process. As a mutual acknowledgement of consequential damages, Crowther Roofing & Sheet Metal of Florida, Inc. hereby waives and relinquishes all claims for consequential or incidental damages arising out of this contract and shall look only to receive the outstanding sums due and owing to Crowther Roofing & Sheet Metal of Florida, Inc. due hereunder, together with interest and attorney fees (if applicable), except as a result of any damage occurring to equipment, material or supplies which has been directly caused by the negligence of the Owner or the Owner's agents during the time period that Crowther Roofing & Sheet Metal of Florida, Inc. is performing its obligations hereunder.
9. **Disclaimer of Implied or Expressed Warranties:** Crowther Roofing & Sheet Metal of Florida, Inc. hereby specifically disclaims any and all warranties (incidental or otherwise) disclaims any and all liabilities for the painting required to be performed by Crowther Roofing & Sheet Metal of Florida, Inc., any and all repairs for structural deficiency or damages which may occur during the re-roofing application, which includes but is not limited to damages, cracking to the interior ceilings or walls that may occur during the re-roofing process. Crowther Roofing & Sheet Metal of Florida, Inc. disclaims any and all liability or warranty for existing mechanical or electrical equipment, unless such mechanical or electrical equipment are addressed in Crowther Roofing & Sheet Metal of Florida, Inc.'s scope of work on Page One of this agreement as a separate line item of repair and responsibility. Crowther Roofing & Sheet Metal of Florida, Inc. excludes disconnect and re-connect of any existing antennas that may interfere with application of new roofing.
10. **Unforeseen Conditions:** Owner agrees that because portions of the work are hidden until existing materials are removed; there may be unforeseen conditions that allow Crowther Roofing & Sheet Metal of Florida, Inc. additional compensation to remedy such unforeseen conditions and the additional scope of work necessary. Crowther Roofing & Sheet Metal of Florida, Inc. will not proceed with said additional work without written authorization from Owner. Crowther Roofing & Sheet Metal of Florida, Inc. is also not liable for any damages as a result of said unforeseen conditions and damages they may cause as a result of this work.
11. **Non Liability of Principals of Crowther Roofing & Sheet Metal of Florida, Inc. and Limitation of Liability to Insurance Coverage and Indemnification.**
 - a. **Non-Liability of Officers, Directors and Shareholders of Crowther Roofing & Sheet Metal of Florida, Inc.:** The officers, directors or shareholders of Crowther roofing & Sheet Metal of Florida, Inc. shall not be liable to Owner for any loss, injury or damage to Owner or to Owner's property, irrespective of the cause of such injury, damage or loss.
 - b. **Limitation of Liability of Crowther Roofing & Sheet Metal of Florida, Inc. to Current Insurance Policy Limits:** Crowther Roofing & Sheet Metal of Florida, Inc. and Owner acknowledge and agree that in the event of any claim by Owner or Owner's successors, heirs, or assigns arising out of or in any way relating to this proposal, Crowther Roofing & Sheet Metal of Florida, Inc.'s liability there under is specifically limited to the amount of existing insurance policy of Crowther Roofing & Sheet Metal of Florida, Inc. Acceptance of such policy will be furnished upon request. This provision as to limitation of Crowther Roofing & Sheet Metal of Florida, Inc.'s liability shall survive the term of the contract proposal performance, whether such contract proposal is ended by the lapse of time or is voluntarily or involuntarily terminated.
12. **Alternate Dispute Resolution Provision.**
 - a. **Informal negotiation and settlement.** It is mutually agreed between Crowther Roofing & Sheet Metal of Florida, Inc. and Owner that in the event of a controversy, dispute or claim arising out of or in any way relating to this agreement, including any and all statutory or tort claims asserted by either party arising out of or in any way relating to this agreement, as well as any and all claims by either party as to claims for negligence inclusive of personal injury, death or damages to personal property Crowther Roofing & Sheet Metal of Florida, Inc. and Owner shall enter into good faith negotiation over this dispute within five (5) business days of such dispute. "Good faith negotiation", for purposes of this particular paragraph, is a bona fide effort made by Crowther Roofing & Sheet Metal of Florida, Inc. and Owner to meet or discuss via telephone conference and address their respective disputes for purposes of resolving same without further proceedings.
 - b. **Formal Non-Binding Mediation.** Crowther Roofing & Sheet Metal of Florida, Inc. and Owner further hereby agree that in the event they are unable to resolve their respective controversy, dispute or claim arising out of or in any way relating to this agreement, including any and all statutory or tort claims asserted by either party arising out of or in any way relating to this agreement, as well as any and all claims by either party as to claims for negligence inclusive of personal injury, death or damages to personal property, after good faith mediation takes place (as defined hereinabove), then in such event Crowther Roofing & Sheet Metal of Florida, Inc. and Owner shall submit, within ten (10) business days, to non-binding mediation in accordance with the general rules governing mediation as promulgated by the Office in the Judicial Circuit in and for Lee County, Florida with venue for mediation to be in Lee County, Florida.
 - c. **Arbitration.** In the event that formal non-binding mediation does not result in settlement of the respective parties' controversy, dispute or claim arising out of or in any way relating to this agreement, including any and all statutory or tort claims asserted by either party arising out of or in any way relating to this agreement, as well as any and all claims by either party as to claims for negligence inclusive of personal injury, death or damages to personal property, Crowther Roofing & Sheet Metal of Florida, Inc. and Owner acknowledge and agree that they shall thereafter submit all such disputes to arbitration pursuant to the arbitration provision as set forth herein below.
 - d. It is mutually agreed that any controversy, dispute or claim arising out of or in any way relating to this Agreement, the interpretation thereof, or the breach thereof, shall be settled by arbitration in accordance with the Florida Arbitration Code and to the extent they do not conflict with the arbitration provisions contained herein the parties agree to utilize the Commercial Arbitration Rules promulgated by the American Arbitration Association, although the American Arbitration Association will not be the arbitration administrator. The controversy or claim shall be submitted to a single arbitrator mutually agreed upon by the parties, having ten (10) years experience in construction and commercial litigation, within thirty (30) days of notice of intent to arbitrate any matter hereunder. If the parties cannot agree upon an arbitrator within such thirty (30) day period, such an arbitrator shall be selected in accordance with the Florida Arbitration Code through a court which has a site in Lee County, Florida. The arbitration of such dispute will be held in Lee County, Florida within thirty (30) days after completion of discovery. The award of the arbitrator will be final and binding on all parties to the arbitration and judgment may be entered upon it in accordance with law in any court of competent jurisdiction.
 - e. In the event of any arbitration between parties hereto to enforce any of the provisions of this Agreement or any right of either party hereunder (including appellate proceedings), the unsuccessful party to such proceeding agrees to pay to the successful party all costs and expenses, including all reasonable attorneys' fees, court costs and all other costs and expenses incurred therein by the successful party, all of which shall be included in and as a part of the arbitration award and/or judgment rendered upon such award.
13. **Acknowledgement of Waiver of Litigation and Jury Trial:** Owner and Crowther Roofing & Sheet Metal of Florida, Inc. acknowledge and agree that the contractual terms hereunder can best be determined by providing any disputes or interpretation of this contract (in the event negotiation or mediation is unsuccessful) for a decision to an arbitrator having experience in the area of construction litigation. Accordingly, Owner and Crowther Roofing & Sheet Metal of Florida, Inc. further specifically acknowledge and agree to waive any and all rights to a Jury Trial and any and all rights to litigation and specifically acknowledge the use of the Alternate Dispute Resolution provisions as set forth hereinabove, which include negotiation, non-binding mediation and binding arbitration.
14. **Attorneys Fees and Costs:** Without waiver of the Parties obligations to submit all claims or controversies to the Alternate Dispute Resolution set forth in Section 11, should proceedings or litigation, including appellate proceedings, be instituted between the parties to this agreement concerning this agreement or the rights, duties and obligations of either in relation thereto, the prevailing party in such litigation, shall be entitled, in addition to such relief as may be granted, a reasonable sum as and for its attorney fees in such litigation which shall be determined by the Court in such litigation or in separate action brought for that purpose.
15. **Governing Law:** The law of Florida shall govern the validity, interpretation, construction and performance of this Agreement and any litigation or arbitration proceedings relating to this Agreement shall only be determined judicially or by arbitration within the jurisdiction of the State of Florida with venue to be solely and exclusively in Lee County, Florida.
16. **Entire Agreement:** It is mutually agreed by and between the parties hereto that this instrument contains the whole agreement between them as of this date, and that the execution thereof has not been induced by either party by any representations, promises or understandings not expressed herein, and that there are no collateral agreements, stipulations, promises or undertakings whatsoever upon the respective parties in any way effecting the subject matter of this contract which are not expressly contained in this instrument.
17. **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 of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained in this Agreement. If, moreover, any one or more of the provisions had never been contained in this Agreement shall, for any reason, be held to be excessively broad as to time, duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it so as to be enforceable to the extent compatible with the applicable law as it shall then appear.
18. **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.
19. **Chapter 558 Notice of Claim:** Any claims for construction defects are subject to the notice and cure provisions of Chapter 558, Florida Statutes.
20. **FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND:** Payment, up to a limited amount, may be available from the Florida Homeowners' Construction Recovery Fund if you lose money on a project performed under contract, where the losses result 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 Street, Tallahassee, Florida 32339-0783, www.myfloridalicense.com