



FLORIDA ROOFING
AND SHEET METAL
CONTRACTORS
ASSOCIATION



NATIONAL
ROOFING
CONTRACTORS
ASSOCIATION

"QUALITY AND SERVICE IN COMMERCIAL ROOFING SINCE 1979"

May 10, 2007

Ms. Cinda Cassity
Construction Services Dept.
School Board of Sarasota County
7895 Fruitville Road,
Sarasota, FL 34240

RE: Southside Elementary
Building #3 Gazebo Roof Replacement

Dear Ms. Cassity,

Pursuant to our April 4, 2007 facsimile to Willis A. Smith Construction, Sutter Roofing Company is pleased to offer a donation of a new clay tile roof system at Building 3 (Courtyard Stage). The new roof system will match the existing clay tile on the adjacent building and should nicely compliment the recent renovations.

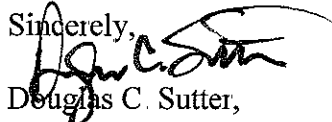
The roof will be installed at no cost to the School Board.

We are fortunate to be able to give back to the school that means so much to our family. Our four children will all eventually be Southside Alumni and we are very proud to be part of this great school.

We appreciate our firm's excellent long-term relationship with the School Board and hope you will accept this donation on behalf of the Sutter family.

If you have any questions, I can be reached at the number below.

Sincerely,


Douglas C. Sutter,
Vice-President

DCS/tl

SUTTER ROOFING COMPANY OF FLORIDA

LIC #CC 0029599

8284 Vico Court • Sarasota, Florida 34240
(941) 377-1000 • Fax (941) 377-4499 • www.sutterroofing.com



**Sutter Roofing
Companies**
FAX TRANSMITTAL SHEET

DATE: 4/4/07

REF: Southside Elementary Gazebo

TO: Brent Pomerhn with Willis A. Smith Construction

FAX NUMBER: 941-954-5509

FROM: Chris Judd on behalf of Doug Sutter

SUTTER ROOFING
8284 VICO COURT
SARASOTA, FLA 34240

SUTTER ROOFING SW FLA
6260 METRO PLANTATION
FT MYERS, FL 33912

SUTTER ROOFING
8811 MAISLIN DRIVE
TAMPA, FL. 33637

PHONE: 941-377-1000
FAX: 941-377-4499

PHONE: 239-277-9200
FAX: 239-939-6054

PHONE: 813-868-0800
FAX: 813-868-0500

NUMBER OF PAGES (INCLUDING COVER SHEET):

COMMENT/MESSAGE:

Per your request, please find a quote to re-roof the Gazebo at Southside Elementary School. Please do not hesitate to contact us should you have any questions.

Sincerely,

Christina Judd
Estimating Coordinator



"QUALITY AND SERVICE IN COMMERCIAL ROOFING SINCE 1979"

8284 VICO COURT • SARASOTA, FLORIDA 34240 • (941) 377-1000
 FAX: (941) 377-4499 • www.sutterroofing.com LIC: #CC C020599

Date: Wednesday, April 04, 2007

Sutter Roofing Company of Florida (hereinafter referred to as "Contractor") proposes to perform and furnish the labor, materials, insurance, supervision, equipment, and warranty (herein together referred to as the "Work") described herein for:

OWNER / CONTRACTOR: ADDRESS:	Willis A. Smith Construction 2902 Hyde Park Street Sarasota, FL 34239
PROJECT: ADDRESS:	Southside Elementary School Gazebo Webber & 41 Sarasota, Florida 34239
CONTACT:	Brent Pomeroy

A. SCOPE OF WORK INCLUDES:

1. Inspect existing roof system for deficiencies and acceptability for installation of new roof system.
2. Install metal bird stop eave closures around entire perimeter.
3. Install a complete Altusa Clay Tile roof system per manufactures specifications (System will be 80% Terra-cotta and 20% Fume to match existing tile roofs on campus.)
4. Properly detail all hip and ridge conditions with matching tile and mortar.
5. Upon completion, furnish 2-year Contractor's Workmanship warranty.

B. CONTRACT SUM:

Five thousand, four hundred and fifty dollars (\$5,450.00)

C. TERMS AND CONDITIONS:

1. **Pricing Escalation** Due to the extreme volatility regarding steel-related, isocyanurate and asphalt products, the price quoted in this proposal is valid only if contracted or for orders placed within 30 days from the date of this quote.
2. **AIA** All work to be performed in accordance with AIA A401-1977 Contractor-Subcontractor agreement or mutually agreeable Subcontract
3. **Nature of work** Sutter Roofing Co. of Florida ("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, 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.
4. **Notice** This proposal is based on mutually agreed upon schedule. If the intended schedule changes customer agrees to notify Contractor at least three (3) weeks prior to the anticipated commencement of work.
5. **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 or mold 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 or mold. In the event that such materials are encountered, Contractor shall be entitled to reasonable compensation for all additional expenses incurred.
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 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. Retention will be reduced to 5% after 50% completion of work. 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.
7. **Non-Payment** All sums not paid in full when due shall earn interest at the rate of 1% 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.
8. **Insurance** Contractor shall carry workers' compensation, automobile liability, commercial general liability, and such other insurance as required by law. Contractor will furnish Certificates of Insurance, evidencing the types and amounts of its coverages, upon request. Customer shall purchase and maintain builder's risk and property insurance for the full value of the 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.
9. **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.
10. **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 permissions 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.
11. **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. Customer will assure that the material can be truck delivered to a point 25' from the roof and that Contractor's boom truck has access, when the material arrives, to lift the material onto the roof deck level at which it is to be installed and be stockpiled at that level. 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, 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.
12. **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 rising, 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. The following shall be supplied to Contractor at site of work: water, power, site security, and clear access to work area.
13. **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.
14. **Back Charges** No back charges or claims for payment of services rendered or materials and equipment furnished by Contractor 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 that is the basis of the back charge.
15. **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.

- 16. **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 is used, may result in asphalt drippage, depending upon deck conditions. 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, loss of use, clean up, or damage 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.
- 17. **Mold.** Contractor is not responsible for indoor air quality, mold, or mildew. Customer should inspect periodically for the existence of leaks and take actions promptly, including notice to Contractor if Customer believes there are roof leaks, so that the source of water entry can be identified and corrected prior to the potential growth of mold.
- 18. **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 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.
- 19. **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 shutdown, delay, and start-up.
- 20. **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.

- 21. **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.
- 22. **Fumes and Emissions.** Customer acknowledges that 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. Some people are more sensitive to these emissions than others. Customer shall hold Contractor harmless from claims from third parties relating to fumes and odors that are emitted during the normal roofing process.
- 23. **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.
- 24. **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.

D. This Proposal is subject to revision or withdrawal by Contractor for any reason until communication of acceptance, and may be revised after communication of acceptance where an inadvertent error by Contractor has occurred. This Proposal expires thirty (30) days after the date stated above if not earlier accepted, revised, or withdrawn.

By: Douglas C. Sutter

Title: Vice President

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.

Owner/Customer: Willis A. Smith Construction, Inc.

By: _____

Title: _____

Date: _____