



PROPOSAL

ROOFING • SHEET METAL • METAL TRUSSES • DECKING • AIR CONDITIONING

Crowther Rep: Sean Wallace
Submitted To: Calais at Pelican Bay
Address: 7064 Pelican Bay Boulevard
City, State, Zip: Naples, FL 34108

Date: September 10, 2021
Location Name: Calais at Pelican Bay – D
Address: 7040 Pelican Bay Boulevard
City, State, Zip: Naples, FL 34108

Attn.: Rich Meyer, CAM
Phone: 239-566-3320
Fax: 239-593-8608
Email: calais@swpropmgt.com

We hereby submit specifications and estimates for the following repairs at the above referenced location:

Scope of Work: Provide Lift and Roofing Services for Bee Removal

- Procure the services of a man-lift.
- Perform work in coordination with exterminator hired by Calais.
 - Remove roof tiles, underlayment, and plywood as directed by exterminator.
 - Once bee hive is removed, supply and install new plywood, new underlayment, and reinstall roof tiles with tile foam.
- Supply photographic documentation of performed repairs.

Qualifications:

- (a) Clean up all debris caused by this work and remove from premises.
- (b) The scope of work will be completed by experienced mechanics fully covered with the proper amount of workers compensation and general liability insurance.
- (c) Crowther to have access to an acceptable work area next to the building. Crowther Roofing will be authorized to block off the drive and walkways to prevent traffic.
- (d) 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.
- (e) 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 for Crowther employees. ~~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.~~
- (f) 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.
- (g) ~~We reserve the right to negotiate the Terms and Conditions of a Subcontract Agreement.~~

*See reverse side and additional page(s) attached (if necessary) for additional proposal terms, qualifications and scope of work identification.

We propose hereby to furnish material and labor-complete in accordance with above specifications for the sum of:

Four Thousand Four Hundred Fifty Dollars (\$4450.00)

Payment to be made as follows: Progressive Payments with 100% Due Upon Completion.

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: John J. Torrente
Printed Name: John J. Torrente
As agent and/or on behalf of Owner
Title: President

Date: 9/13/2021

Ask about our Investment Protection Programs:



CROWTHER:

Signature: _____
Printed Name: Sean Wallace
Title: Account Manager

Date: _____

Florida Contractors License Numbers:
CCC 039822 / CMC 1250360 /
EC13005333

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 Page One.
- 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 both 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 related to this proposal, Crowther Roofing & Sheet Metal of Florida, Inc.'s liability thereunder 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 hereinbelow.
 - i) 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 an 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.
 - ii) 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 12, 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) **CHAPTER 558 NOTICE OF CLAIM:** CHAPTER 558, FLORIDA STATUTES, CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY BRING ANY LEGAL ACTION FOR AN ALLEGED CONSTRUCTION DEFECT. SIXTY DAYS BEFORE YOU BRING ANY LEGAL ACTION, YOU MUST DELIVER TO THE OTHER PARTY TO THIS CONTRACT A WRITTEN NOTICE, REFERRING TO CHAPTER 558, OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE SUCH PERSON THE OPPORTUNITY TO INSPECT THE ALLEGED CONSTRUCTION DEFECTS AND TO CONSIDER MAKING AN OFFER TO REPAIR OR PAY FOR THE ALLEGED CONSTRUCTION DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER WHICH MAY BE MADE. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER THIS FLORIDA LAW WHICH MUST BE MET AND FOLLOWED TO PROTECT YOUR INTERESTS.

*See reverse side and additional page(s) attached (if necessary) for additional proposal terms, qualifications and scope of work identification.