

# Colonial

Service, Quality, Integrity



# Roofing

Established 1978

Sandarac Condominium Association  
 6666 Estero Blvd.  
 Fort Myers Beach, FL 33931  
 (239) 765-6080 (Office) (239) 436-6090 (Fax)  
 Attn: Jennifer Darrow  
 Email: [manager1@sandarac.org](mailto:manager1@sandarac.org)

**Date:** 03-22-2018

**Site Information:**  
 Sandarac Condominium  
 "Sections 1 & 2"  
 6670 Estero Blvd.  
 Fort Myers Beach, FL 33931

## CONTRACT

\* Pre-inspection, dis-connects, re-connects and post inspection of a/c units moving.

\* 18 units relocated onto pre-fabricated aluminum a/c racks.

1. Relocate 18 AC units from pads on the roof to new rails
2. Install new copper line sets from just above roofline to AC condensers
3. Install new electrical from just above roofline to AC condensers
4. Install new electrical disconnect boxes for each unit.
5. Secure units to rails with 4 tie downs on each unit
6. Pump down refrigerant in existing condensers, relocate, pull a good vacuum, and recharge systems
7. We will do a survey listing model, serial numbers, and age all units before removal.
8. Units will be run checked with operating pressures, and amp draws will be listed
9. Startup sheet will show operating pressures, and amp draws or completed units.
10. Permits and Permits fees, will be listed as HVAC & Elect on your roof replacement permit
11. Any unforeseen work in or below the pitch pockets will be brought to the superintendent's attention and quoted before work can be done
12. Work to be completed at contractor's schedule with new rack installation timing
13. We would like to quote replacement options to owners as several of the units are older than 10 years

If owners are looking to replace existing units, now would be the time as to save money with unit already being dis-connected and re-connected and a/c personnel already on site with lifting equipment available.

Upon request, prior to re-roof project, Colonial Roofing sub can furnish a complete price list for unit replacement cost.

COLONIAL ROOFING, INC. AND \_\_\_\_\_ (HEREINAFTER REFERRED) TO AS "CONTRACTING PARTY" AGREE THAT ALL TERMS AND CONDITIONS ON THIS PAGE AND THE ATTACHED ARE PART OF THIS CONTRACT.

BY: Tracy Buis  
COLONIAL ROOFING, INC.

BY: \_\_\_\_\_

DATE: 3/22/18

DATE: \_\_\_\_\_

*This proposal may be withdrawn by us if not accepted within 30 days.*

Corporate Office: 5601 2nd Street W, Lehigh Acres, FL 33971 - (239) 458.1000

Sarasota Office: 6300 Tower Lane Suite 9, Sarasota, FL 34240 - (941) 706.2444

Corporate Fax: (239) 458.1691 / Sarasota Fax: (941) 706.2446

CCC1328330 / [www.colonialroofing.com](http://www.colonialroofing.com)



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### Notes/Exclusions:

One (1) year warranty on work & materials only (Equipment operation is not covered & units must be able to pump down refrigerant into itself, units that cannot must be addressed and can cost extra for recovery of refrigerant per code

Sub contractor cannot be held liable if units fail once the lines have been opened and reconnected. Disconnecting an older system can cause the existing unit to fail if in poor condition and may require additional work not covered under this proposal. R22 systems must be replaced due to refrigerant costs and liability. Any R22 units that are not replaced must be handled by the board and additional costs will be applied. We cannot guarantee the existing Equipment, Refrigerant lines, Duct work, Electrical or operation of equipment and any requirements due to the opening of these systems could be billed as extra and above the quoted price.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Price includes one year guarantee against defects in workmanship and material at no charge during normal working hours. If other than normal working hours, overtime rates will be charged. This guarantee does not include items such as blown fuses, dirty filters, circuit breakers and drains plugged. Maintenance not properly performed by customer will void the warranty. NOTE: This proposal may be withdrawn by us is not accepted within 30 days.

All work to be performed per all OSHA requirements.

Colonial Roofing is not responsible for any damage to mechanical, electrical lines, HVAC lines and plumbing on underside of roof decking that are not code-compliant. Colonial Roofing is not responsible for any incidental or consequential damages that may occur from these instances.

Colonial Roofing is not responsible for the interior repair or enlargement of existing drywall cracks, the appearance of new drywall cracks, peeling drywall tape or nail pops. This can be caused by the removal and/or replacement of the existing roof system. This process may cause the existing truss system to relax and thereby creating these occurrences. This is beyond the control of a roofing contractor to reasonably control or mitigate these structural shifts.

Any unforeseen, necessary carpentry work (i.e. plywood, fascia, truss damage, lightweight concrete, concrete, etc.) will be billed at \$70.00 per man hour, plus taxed materials marked-up 15%.

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BY: Tracy Buis  
COLONIAL ROOFING, INC.

BY: \_\_\_\_\_

DATE: 3/22/18

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Due to the current and projected volatility of our market conditions from Hurricane Irma and the current steel tariffs, roofing materials and all steel/aluminum product prices are expected to increase. Colonial Roofing, Inc. reserves the right to extend any documented price increase to the contracted customer. Any increase will be documented from the manufacturer and /or distributor. A copy of the documentation will be provided to the contracted party to verify any price increase. The customer's increase will reflect the identical percentage increase for the material increase that Colonial Roofing, Inc. has incurred.

Please note, contractor is not responsible for breakage of driveways/pavers/asphalt that are undermined or fill that has settled allowing damages.

Terms and conditions on following page are part of this contract.

Complete cost (tax included) are included in this proposal pricing.

**Our Price to perform this work will be.....\$15,750.00**

COLONIAL ROOFING, INC. AND \_\_\_\_\_ (HEREINAFTER REFERRED) TO AS "CONTRACTING PARTY" AGREE THAT ALL TERMS AND CONDITIONS ON THIS PAGE AND THE ATTACHED ARE PART OF THIS CONTRACT.

BY: Troy Buis  
COLONIAL ROOFING, INC.

BY: \_\_\_\_\_

DATE: 3/22/18

DATE: \_\_\_\_\_

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1. **SUFFICIENCY OF WORK AND WORKMANSHIP:** In performance of the scope of work agreed to hereunder. COLONIAL ROOFING, INC. hereby agrees to provide quality workmanship and materials consistent with the quality of a similarly priced project in an equivalent location. Items which do not affect the structural integrity of the roof do not constitute a defect in workmanship or materials. COLONIAL ROOFING, INC. agrees to build in accordance with the plans, and or specifications prepared by Owner's design professionals, if applicable.
2. **TIME:** COLONIAL ROOFING, INC. hereby agrees to perform its work within a reasonable period of time subject to delays and work stoppages beyond its control provided payment is made in a timely manner.
3. **CHANGES:** Any changes to the scope of work shall entitle COLONIAL ROOFING, INC. to an equitable adjustment of both time and money proportionate to the extent of the change.
4. **TERMINATION:** In the event COLONIAL ROOFING, INC. is not paid in accordance with the terms of this agreement, or in the event Contracting Party commits a material breach of the contract in any respect, or in the event the work is stopped for a period of 30 days or longer, or the Contracting Party is adjudged bankrupt, insolvent or has his assets assigned for the benefit of creditors, then and in any of those events, COLONIAL ROOFING, INC. shall be entitled to terminate this contract upon three (3) days written notice to the Contracting Party. In such an event, COLONIAL ROOFING, INC. shall be entitled to receive payment for all costs incurred through the date of the termination, profit and overhead on that work plus lost profit on the balance of the work not performed and reasonable attorney's fee and costs incurred by COLONIAL ROOFING, INC. shall be paid by Contracting Party whether suit is filed or not. In additions, interest at the highest rate allowable by law shall be assessed from the date of the delinquency.
5. **DISPUTE RESOLUTION:** The parties agree that should any dispute occur between them, the matter should be heard in a court of competent jurisdiction in Lee County, Florida.
6. **ENTIRE AGREEMENT:** This contract constitutes the entire agreement between COLONIAL ROOFING, INC. and the Contracting Party. All prior representations, conversations, or preliminary negotiations shall be deemed to be merged in this document, and the extent not set forth herein, shall be of no force or effect.
7. **DAMAGES:** The Contracting Party shall make no demand of liquidated damages for delay or actual damages for delay in any sum. And no liquidated damages may be assessed against COLONIAL ROOFING, INC. for any reason.
8. **INDEMNIFICATION::** Contracting party shall indemnify and hold COLONIAL ROOFING, INC., its agents, consultants and employees harmless from and against all claims, losses, costs, and damages, including but not limited to attorney's fees pertaining to the performance of the subject contract and involving personal injury, sickness, disease, death or property damage, including loss of use of property resulting therefrom but not damage to the work itself. This indemnification agreement is binding on the Contracting Party to the fullest extent permitted by law, regardless of whether any or all the persons and entities indemnified hereunder are responsible in part for the claims, damages, losses or expenses for which the Contracting Party is obligated to provide indemnification.
9. **CLAIMS:** A claim is a demand or assertion made in writing by the Contracting Party to COLONIAL ROOFING, INC. seeking relief arising under or relating to this Contract, including the resolution of any matters in dispute between the Contracting Party and COLONIAL ROOFING, INC. including construction or nonperformance and breach of contract claims.
10. **RELIANCE UPON CONTRACTING PARTY'S PROFESSIONALS:** Contracting Party acknowledges and agrees the COLONIAL ROOFING, INC. shall not provide architectural or engineering services. COLONIAL ROOFING, INC. shall provide labor, services and materials in accordance with Contracting Party's architectural or engineering documents, but shall not be liable or responsible for any defect, omission or neglect contained within such documents. COLONIAL ROOFING, INC. shall also be indemnified by Contracting Party for any hazardous conditions or waste contained upon Owner's property.
11. **NOTICE OF CLAIMS/ACCESS TO PROPERTY:** Any claim under this proposal/contract must be made to COLONIAL ROOFING, INC. not later than 45 days from the last providing of labor, services and/or materials by COLONIAL ROOFING, INC.. COLONIAL ROOFING, INC. is only obligated to make repairs under this agreement if a valid claim is made during said 45 day period, and Contracting Party must allow COLONIAL ROOFING, INC. access to the identified property for any purpose contemplated by this agreement, including but not limited to reinspection, whether the inspection as requested by COLONIAL ROOFING, INC. was considered necessary by the Contracting Party.
12. **DISCLAIMER:**
  - A. COLONIAL ROOFING, INC.'s responsibility and liability under this agreement will be terminated if COLONIAL ROOFING, INC. is prevented from fulfilling its responsibilities under the terms of this agreement by reason of delays in transportation, shortages of fuel and/or materials, strikes, embargoes, fires, floods, quarantine restrictions, earthquakes, hurricanes, or any other acts of God, circumstances or cause beyond the control of COLONIAL ROOFING, INC. or by virtue of the Contracting Party to properly maintain the work product which is the subject of this agreement.
  - B. COLONIAL ROOFING, INC. DISCLAIMS ANY LIABILITY FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. ANY GUARANTEES STATED IN THIS AGREEMENT ARE GIVEN IN LIEU OF ANY OTHER GUARANTEES OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
  - C. Furthermore, COLONIAL ROOFING, INC. assumes no responsibility whatsoever for conditions of the property which existed prior to COLONIAL ROOFING, INC.'s entry onto the project location.
13. **ASSIGNABILITY:** This agreement is not assignable for any reason by Contracting Party.
14. **WARRANTY:** All warranties on the front side of this contract shall apply.

BY: \_\_\_\_\_ DATE: \_\_\_\_\_