

GMS Roofing and Construction LLC
6736 Cheswick St
Sarasota, FL 34243
941-592-5772
LIC # CCC1332913
LIC # CBC1264684
LIC # PMP1828477



Site Location: 3959 San Rocco Drive, Punta Gorda, FL 33950

Client: Greg Anderson

04/02/2025

Company:

GMS Roofing, LLC dba GMS Roofing and Construction, LLC

Contact Person: Gretchen Landry
Phone: 941-592-5772
Mailing Address: 6736 Cheswick St
Sarasota, FL 34243
Physical Address: 7060 15th St E, Suite 38 & 39
Sarasota, FL, 34243
Contact Email: sales@gmsroofing.com

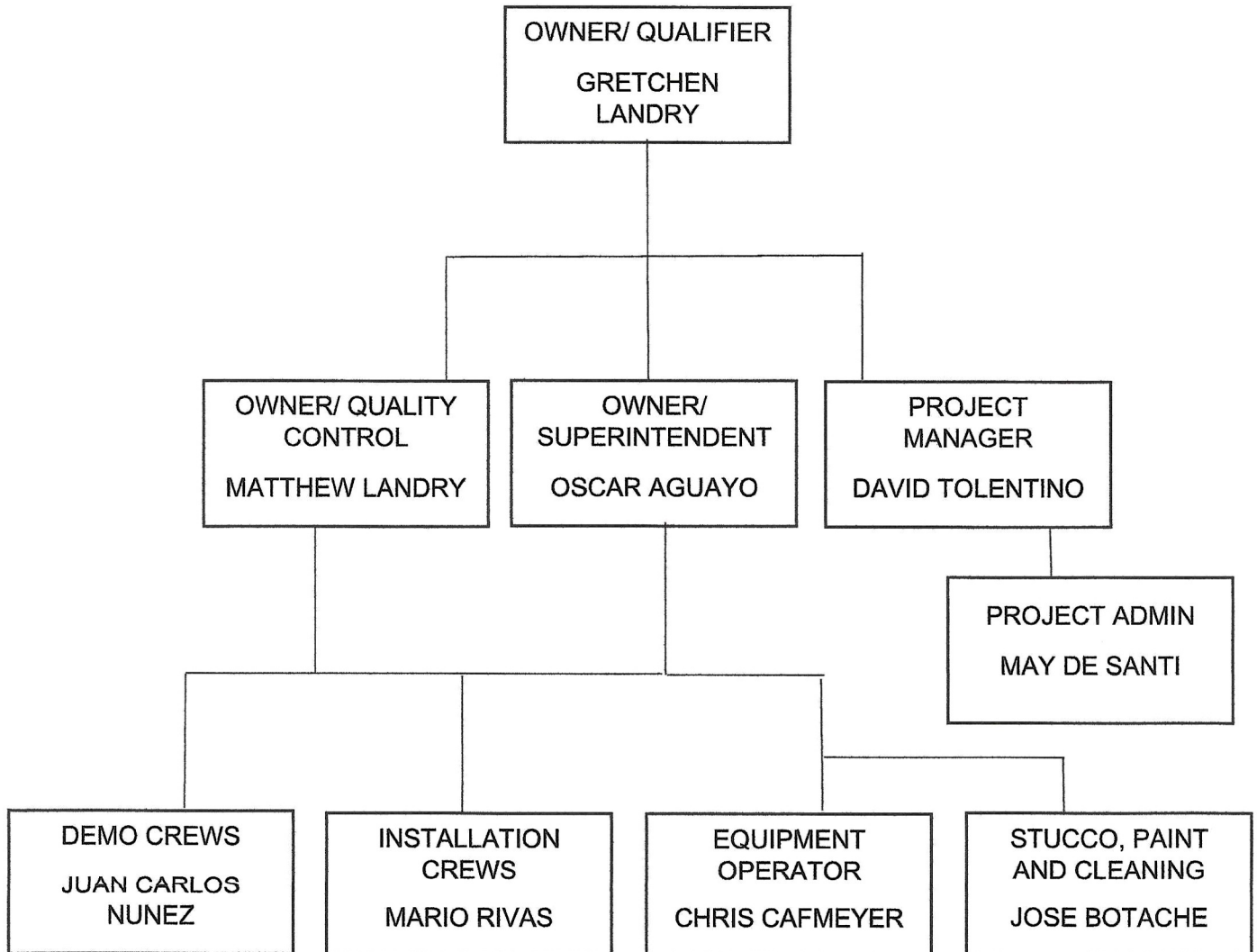
Company Background

GMS Roofing and Construction LLC is a family-owned and operated company with over 30 years of collective experience. We take great pride in our attention to details, professionalism, and superior customer service in every job. Our emphasis on communication and exceeding the expectations of our clients sets us apart from the like in our industry.

Project References

Project name	Contact person	Phone Number	Email Address	Location	SQs
The Oaks on Henry Condos and Villas	Frank Ibarra	239-404-1137	ibarrafrank@gmail.com	Punta Gorda	454
The Terraces at Peridia Apartments	Bryan Kegerrais	941-809-5981	bkfci@yahoo.com	Bradenton	409
WATCH II AT Waterlefe condominiums	Brian Jones	941-504-5126	brian@jonesdevelopment.us	Bradenton	1128

Proposed Project Structure



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Contractor hereby proposes to furnish the material and perform the labor necessary for the completion of the works. Replacement of Tile roof for 9 buildings.

Item	Description of the work
1.	Permit Application.
2.	Remove and dispose the existing roof on 9 buildings
3.	Inspect for damaged wood, (Rotten plywood ½" will be replaced at \$85 per sheet and Plywood ¾" will be replaced at \$115)
4.	Re-nail Deck, (Nail all wood every 6 inches with 8 penny ring shank nails)
5.	Supply and install Peel & Stick membrane, 2 layers (Polyglass Polystick TU Max Underlayment over Polyglass Polystick MTS - 30 years warranty- non pro-rated)
6.	Supply and install 26ga ESP finished galvalume drip edge. (Rotten wall flashing replaced at \$15.00 LF with minimum 5 lft)
7.	Replace all pipes and vents
8.	Supply and install a new concrete roofing tile system: Manufacture Crown Tile – Colors proposed: <u>Mission Terracotta Range- Standard Color-Thru</u>
9.	Clean up
10.	Others: Stucco and paint touch up.

Notes:

Unforeseen circumstances include an allowance to cover up to 3 plywood sheets per building, damage fascia, stucco, wall flashing and paint touch ups.

Cost Breakdown for Crown Tile - Tuscany.

General Conditions

Description	Budget
Drinking Water	\$2,400.00
Temp. Toilet	\$5,600.00
Construction Dumpster / Haul	\$27,000.00
Construction Housekeeping	\$4,000.00
Construction Protection	\$2,400.00
Final Clean	\$3,000.00
Co. / Operations Overhead	\$13,896.00
Project Manager	\$15,588.00
Superintendent	\$32,475.00
Field Office	\$10,500.00
Permit Fees	\$7,632.00
First Aid	\$300.00
Punch-Out	\$4,000.00
Project Books	\$450.00
Misc.	\$3,000.00
<i>Total General Conditions</i>	\$ 132,241.00
<i>Roofing Materials Crown Tile -Tuscany using a double layer of underlayment Polyglass Polystick TU Max Polyglass Polystick MTS Plus</i>	\$ 350,509.00
<i>Cost for Labor</i>	\$ 356,850.00
<i>Equipment</i>	\$ 60,000.00
<i>Allowance for unforeseen circumstances</i>	\$ 36,000.00
<i>Overheads and profit @15%</i>	\$ 140,340.00
Total Cost>>>	\$ 1,075,940.00

Acceptance of proposal:

The above price, specifications and conditions are satisfactory and hereby accepted. By signing this proposal below, the Client hereby authorizes the Contractor to perform the work. We may withdraw this proposal if not accepted within 30 days.

Contractor proposes to enter into an AIA Agreement with the client and all terms and conditions pertaining to the agreement will apply.

CLIENT:

Owner/ Authorized Representative

Date:

AGREEMENT



Contractor is willing to furnish to you all material and labor required for the Scope of Work subject to the terms and conditions in this agreement.

1. **TERMS OF PAYMENT.** Payment as stated above regardless of any payment arrangements you have with third parties.
2. **ACCEPTANCE.** Contractor may change and/or withdraw this agreement if Contractor does not receive your signed acceptance within 30 days after the date stated above. This agreement is expressly limited to and make conditional upon your acceptance of its terms and conditions.
3. **PRICING.** The prices stated in the Scope of Work above will remain firm for 30 days after the date stated above. If performance of this agreement extends beyond these 30 days period, you agree to pay Contractor's then current pricing ("Price") for any increases on material cost. The Prices are based only on the terms and conditions expressly stated herein, including, without limitations, any obligation by Contractor to name you or any third-party as an additional insured on its insurance policy, to provide per project aggregate insurance coverage for the Work; to participate in any owner controlled, wrap, or similar insurance program; to indemnify or defend you or any third-party from any claims, actions and/or lawsuits of any kind or nature whatsoever except to the limited extent stated in this agreement. Any terms or conditions required by you by contract or otherwise in addition to or inconsistent with those expressly stated in this agreement will result in additional charges and/or higher Prices. Any additional work performed is subject to Contractor's then current pricing (unless Contractor otherwise agrees in writing) and to this agreement.
4. **LIMITED WARRANTY.** All work performed by Contractor is warranted to be free from defects in material and workmanship for ten (10) years from the date of completion of the installation subject to the terms below. Contractor makes no warranties regarding products sold but assigns to you any manufacturer warranties relating to the products. **THIS EXPRESS WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE.** This limited warranty does not cover damage relating to (a) accident, misuse, abuse, neglect, or normal wear and tear; (b) failure to use or maintain the product in accordance with manufacturer instructions; and (c) alteration, repair or attempted repair by anyone other than Contractor or its authorized representative. You shall be solely responsible for the correctness of the information and specifications provided and shall release and hold harmless the Contractor from any damages resulting from improper, inadequate or vague information supplied by you. Contractor does not take on any obligation to inspect or evaluate the work of other parties in any manner or aspect. This warranty is not transferable.
5. **LIMITATION OF REMEDIES.** Your sole and exclusive remedy against Contractor for any and all claims for damages arising out of or alleged to be arisen out of the Work will be limited to the repair or replacement by Contractor, at Contractor's option, of any nonconforming work or to the issuance of a credit for such nonconforming work in accordance with these terms and conditions provided Contractor is given a reasonable opportunity to inspect the Work and confirms such nonconformity. This exclusive remedy shall not be deemed to have failed of its essential purpose so long as Contractor is willing and able to repair or replace the nonconforming work and, in any event, Contractor's maximum liability for any damages shall be limited to the total amount paid to Contractor for the Work under this agreement. This Limitation of Remedies clause shall apply to the parties to this agreement as well as to the current owners(s) of the project and its/their respective successors and assigns. If you receive a claim for damages by any owner arising out of or alleged to have arisen out of the Work, you agree to give written notice to Contractor of the claim and provide Contractor an opportunity to inspect the alleged damages within 30 days, you hereby waive any and all rights for damages and/or correction of Work against Contractor. These Limitations of Remedies may be plead as a complete bar to any action in violation of this clause.
6. **LIMITATIONS OF ACTIONS AND LIABILITY.** All claims and/or lawsuits including but not limited to claims or lawsuits for indemnity and/or contribution against Contractors arising under this agreement must be made within the warranty period stated above. **CONTRACTOR WILL NOT BE LIABLE FOR ANY LOST, DAMAGE OR INJURY RESULTING FROM THE DELAY IN DELIVERY OF THE PRODUCTS OR FOR ANY FAILURE TO PERFORM THAT IS DUE TO CIRCUMSTANCES BEYOND ITS CONTROL. CONTRACTOR DISCLAIMS ALL LIABILITY FOR ANY AND ALL DAMAGE WITH MIGHT BE SUSTAINED BY ANY PERSON WHO MAY BE ALLERGIC TO OR AFFECTED BY THE EMANATION OF PARTICLES FROM CERTAIN TYPES OF PRODUCTS. THE MAXIMUM LIABILITY, IF ANY, OF CONTRACTOR FOR ALL DAMAGES, INCLUDING WITHOUT LIMITATION CONTRACT DAMAGES AND DAMAGES FOR INJURY TO PERSONS OR PROPERTY, WHETHER ARISING FROM CONTRACTOR'S BREACH OF THIS AGREEMENT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT WITH RESPECT TO THE PRODUCTS, IS LIMITED TO AN AMOUNT NOT TO EXCEED THE CONTRACT PRICE. IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, LIQUIDATED, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATIONS, LOST REVENUES AND PROFITS, ATTORNEYS FEES AND/OR COSTS EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE RIGHT TO RECOVER DAMAGES WITHIN THE LIMITATIONS SPECIFIED IS YOUR EXCLUSIVE REMEDY IN THE EVENT THAT ANY OTHER CONTRACTUAL REMEDY FAILS OF ITS ESSENTIAL PURPOSE.**
7. **FORCE MAJOUR.** Contractor shall not be liable for any delays, failures, or default in performance of this agreement or otherwise, in whole or in part, caused by the occurrence of any contingency beyond the control either of Contractor or of suppliers to the Contractor. Such contingencies include but are not limited to failure or delay in transportation, acts of any government or any agency or subdivision thereof, judicial action, labor disputes, fire, accident, acts of nature,

AGREEMENT



severe weather, product allocation or shortages, labor shortages, fuel shortages, raw material shortages, machinery or technical failure, or work that cannot be completed because of another contractor covering the pertinent portion of the building. If any contingency occurs, Contractor may allocate deliveries and performance of work among its customers or substitute substantially similar materials, in its sole discretion, without liability for doing so.

8. **CANCELLATION.** This agreement, or any part of it, may only be cancelled with Contractor's written approval. In the event of cancellation of this agreement, or any party hereof, you shall pay: (a) the contract price of all completed items; (b) that portion of the contract price that is equal to the degree of completion of products or work in process, effective on the date Contractor receives notice of cancellation; (c) the cost of any material and supplies which Contractor shall have purchased to perform and which cannot be readily resold or used for other or similar purposes; (d) a restocking fee; and (e) any expenses incurred by the Contractor (including legal fees and judgments) as a result of the cancellation of sub-contracts or purchases related to this agreement.
9. **DEFAULT.** You may terminate this agreement for Contractor's default, wholly or in part, by giving the Contractor written notice of termination as follows. You may give a written notice of termination only if Contractor has received a written notice from you specifying such default, the default is not excusable under any provision hereof, and the default has not been remedied within thirty (30) days (or such longer period as may be reasonable under the circumstances) after Contractor's receipt of the notice of default. Delivery of non-conforming products or work by Contractor shall give you the rights set forth in paragraph 5 hereof but shall not be deemed a default for purposes of termination. In the event of termination for default, you shall be relieved of the obligation to pay for work not performed by Contractor prior to the effective date of termination. A default on Contractor's part shall not subject Contractor to liability, through payment by Contractor, set off or otherwise, for any other damages, whether direct, consequential or incidental, and whether sought under theories of Contract or tort.
10. **ASSIGNMENT.** You may not assign this agreement or any claim against Contractor relating to this agreement.
11. **GOVERNING LAW.** This agreement shall be construed, interpreted and the rights of the parties determined in accordance with the laws of the state of Contractor's address first listed on the front of this agreement.
12. **DISPUTE AND MANDATORY MEDIATION.** In the event that a dispute arises over the reasonableness of or entitlement to fees charged by Contractor, the prevailing party will be entitled to reasonable attorneys fees and cost. In all other disputes of any nature, each party shall pay its own fees and cost. Except as required to protect confidential information and to obtain preliminary injunctive relief to prevent irreparable harm, you and the Contractor agree that prior to the initiation of any legal action the parties will engage in facilitative mediation of any and all disputes in any way related to this agreement. If the parties cannot agree upon a facilitative mediator within 30 days of when the dispute arose, one will be selected pursuant to the Commercial Mediation Rules of the American Arbitration Association. Each party will share equally the fees of the facilitative mediator and cost of the mediation.
13. **SEVERABILITY.** If any provision on this agreement is not enforceable, that provision shall be effective only to the extent permitted by law and all other provisions of this agreement shall remain.
14. **ENTIRE AGREEMENT.** This instrument contains the entire agreement of the parties relating to the subject matter hereof and may only be waived, changed, modified, extended or discharged orally by a writing signed by the party whom enforcement of such waiver, change, modification, extension or discharge is sought. The terms and conditions of this agreement supersede any agreement to which it is attached.
15. **INDEMNITY.** Each of the parties to this agreement agrees to defend and indemnify one another from any and all claims, actions and /or lawsuits caused by the party's negligent acts or omissions. This indemnity clause and the obligations created herein shall control and take priority over any contrary indemnity agreement entered prior to this agreement. Furthermore, indemnity clause and the obligations created herein shall control and take priority over any contrary indemnity agreement entered into subsequent to this agreement unless the subsequent agreement specifically refers to this indemnity clause and declares it all null and void.

THE INFORMATION CONTAINED IN THIS AGREEMENT IS CONFIDENTIAL. NEITHER THIS AGREEMENT NOR ITS TERM MAY BE DISCLOSED TO THIRD PARTIES.

CLIENT:

Owner/ Authorized Representative

Date:

Signature

Title

CONTRACTOR

Owner/ Authorized Representative

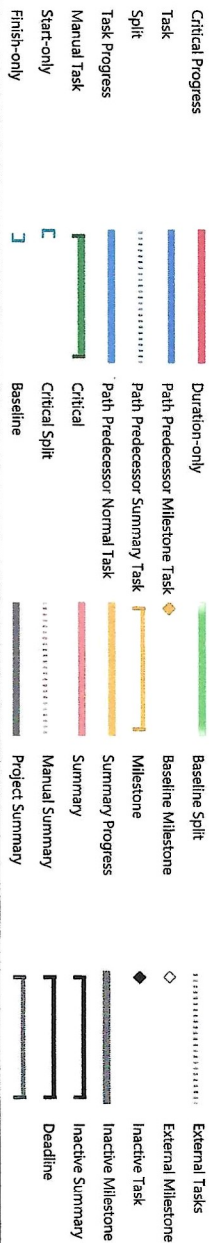
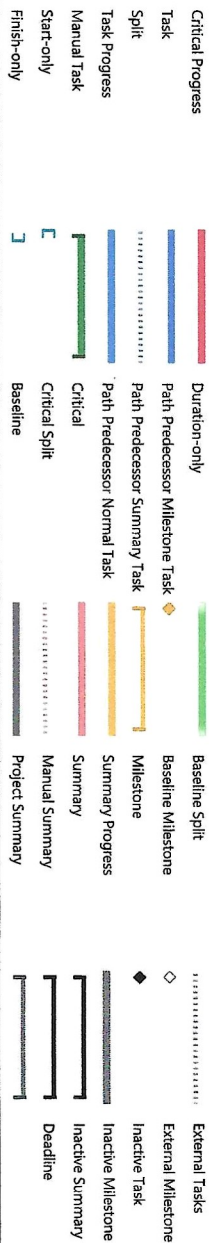
Date:

Signature

Title

MASTER SCHEDULE Sample.mpp

ID	Task Name	Predecessors	% Complete	Duration	Start	Finish	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
0	3959 San Rocco Drive Schedule		0%	160 days	Tue 4/1/25	Mon 11/10/25										
1	Site Inspection		0%	1 day	Tue 4/1/25	Tue 4/1/25										
2	Submission of Proposal	1SS	0%	3 days	Tue 4/1/25	Thu 4/3/25										
3	Acceptance of proposal and Negotiation of Agreee2		0%	25 days	Fri 4/4/25	Thu 5/8/25										
4	Signed agreement and order to proceed	3	0%	0 days	Thu 5/8/25	Thu 5/8/25										
5	Procurement process		0%	17 days	Fri 5/9/25	Mon 6/2/25										
6	Roofing materials order	4	0%	1 day	Fri 5/9/25	Fri 5/9/25										
7	Order temporary facilities and others	6SS	0%	1 day	Fri 5/9/25	Fri 5/9/25										
8	Tile Delivery (in stock)	6	0%	16 days	Mon 5/12/25	Mon 6/2/25										
9	Permit application process City of Punta Gorda	4	0%	14 days	Fri 5/9/25	Wed 5/28/25										
10	Inspection -interior building and exterior for pre-existing damages	9SS	0%	5 days	Fri 5/9/25	Thu 5/15/25										
11	Roof replacement roll out		0%	122 days	Fri 5/23/25	Mon 11/10/25										
12	Temporary facilities set up (including toilets)	8FF-2 days	0%	5 days	Fri 5/23/25	Thu 5/29/25										
13	Notification to client/lowers	8FS-7 days, 0%	0%	2 days	Thu 5/29/25	Fri 5/30/25										
14	Setting up protective measures	13	0%	1 day	Mon 6/2/25	Mon 6/2/25										
15	Building 1 Sample		0%	11 days	Tue 6/3/25	Tue 6/17/25										
16	Roof Replacement		0%	11 days	Tue 6/3/25	Tue 6/17/25										
17	Tear off existing roof and disposal	14	0%	4 days	Tue 6/3/25	Fri 6/6/25										
18	Install drip edge, flashing and underlayment 17SS		0%	5 days	Tue 6/3/25	Mon 6/9/25										
19	Tile installation 50%	18	0%	2 days	Tue 6/10/25	Wed 6/11/25										
20	City of Punta Gorda inspection (dry-in, flashing and in-progress)	19FF	0%	1 day	Wed 6/11/25	Wed 6/11/25										
21	Tile installation 100%	20	0%	3 days	Thu 6/12/25	Mon 6/16/25										
22	Owner/ Client Inspection	21FF	0%	1 day	Mon 6/16/25	Mon 6/16/25										
23	City of Punta Gorda inspection (Roof Final	21	0%	1 day	Tue 6/17/25	Tue 6/17/25										



MASTER SCHEDULE Sample.mpp

ID	Task Mode	Task Name	Predecessors	% Complete	Duration	Start	Finish	Mar	Qtr 2, 2025	Apr	May	Jun	Qtr 3, 2025	Jul	Aug	Sep	Qtr 4, 2025	Oct	Nov	Dec
24	Task	All Buildings (estimated duration 5 months)	17SS	0%	100 days	Tue 6/3/25	Mon 10/20/25											0%		
25	Task	Roof Project Closure	15,24	0%	15 days	Tue 10/21/25	Mon 11/10/25											0%		
26	Task	Fascia, Soffit and Gutters (5 days per build)	24	0%	5 days	Tue 10/21/25	Mon 10/27/25											0%		

Critical Progress

Task

Split

Task Progress

Manual Task

Start-only

Finish-only

Duration-only

Path Predecessor Milestone Task

Path Predecessor Summary Task

Path Predecessor Normal Task

Critical

Critical Split

Baseline

Baseline Split

Baseline Milestone

Milestone

Summary Progress

Summary

Manual Summary

Project Summary

External Tasks

External Milestone

Inactive Task

Inactive Milestone

Inactive Summary

Deadline



Sunseekers Contracting, LLC

GMS Roofing
6736 Cheswick St
Sarasota, FL 34243

✉ sales@gmsroofing.com

ESTIMATE	#1357
ESTIMATE DATE	Apr 9, 2025
TOTAL	\$151,668.00

CONTACT US

P.O. Box 510726
Punta Gorda, FL 33951

☎ (239) 738-5697

✉ angela@sunseekerscontracting.com

Service completed by: Daryn & Angela
Patterson

ESTIMATE

Services

3959 San Rocco Drive, Punta Gorda, FL 33950

Quote includes: Demo and removal of all existing fascia, soffit and gutters; installation of new fascia, soffit, gutters and downspouts on 9 separate condominiums and reinforcement to secure aluminum soffit according to Florida Building Code.

All replacement products being used on this job are manufactured by Mastic Home Exteriors

Materials	qty	unit price	amount
6" Aluminum Fascia Wrap - 770'	9.0	\$5,624.00	\$50,616.00
Double 6 Vented Aluminum Soffit - 770'	9.0	\$7,788.00	\$70,092.00
Reinforcement for Aluminum Soffit - 315'	9.0	\$2,000.00	\$18,000.00
6" White Seamless Gutters - 114'	9.0	\$1,140.00	\$10,260.00
3x4" White Aluminum Downspouts	9.0	\$300.00	\$2,700.00

Materials subtotal: \$151,668.00