



CITY OF NORTH PORT PROCUREMENT REQUEST FORM  
EMERGENCY/EXIGENCY PROCUREMENT  
(IN ACCORDANCE WITH FEDERAL GUIDELINES)



DEPARTMENT/DIVISION Public Works / Road and Drainage

NAME OF REQUESTOR Garrett Woods

NAME OF PREPARER Garrett Woods

DATE COMPLETED 10/06/2022

The City shall not be bound by any transactions made contrary to procurement procedures.

For the Procurement Official to process a requisition or visa purchase request related to an **emergency or exigent purchase**, this form must be completed and submitted by the requesting party to Purchasing with the request. **THE CITY MANAGER MUST BE NOTIFIED IMMEDIATELY (VIA EMAIL/PHONE), FOLLOWED BY THE PURCHASING DIVISION.**

*When referring to procurement activity, FEMA defines both **exigency and emergency** as situations that demand immediate aid and action. The difference between the two is as follows:*

*In the case of an **exigency**, there is a need to avoid, prevent or alleviate serious harm or injury, financial or otherwise, to the applicant, and use of competitive procurement proposals would prevent the urgent action required to address the situation. Thus, a noncompetitive procurement may be appropriate.*

*In the case of an **emergency**, a threat to life, public health or safety, or improved property requires immediate action to alleviate the threat.*

**Emergency or Exigency** (in accordance with FEMA guidelines, must specify, see definitions above):

EMERGENCY

Name of Event (if applicable): Hurricane Ian

Project Number for Event (if applicable): IAN22

- A. **Description of Item(s) Purchased and Detailed Circumstances of the Emergency or Exigency Purchase/Service:** Must answer who, what, when, where, why and how in the box below or separate memo. (Attach quote back-up).

The Department of Public Works Facilities Maintenance Division is in need of emergency services to repair damaged infrastructure to the roof the City Hall Building from Hurricane Ian. The roof repairs for repair includes but not limited to multiple tile repairs throughout the entire roof system, ridge cap repairs, cleaning up and removing roof surface debris, re-setting all tiles in the proper location, and sealing all existing fasteners. They will perform the cleanup, sealing of existing fasteners. These new tiles may take 3-4 weeks to be delivered. Upon receipt of the replacement tiles, they will be back out to install them.



**CITY OF NORTH PORT PROCUREMENT REQUEST FORM  
EMERGENCY/EXIGENCY PROCUREMENT  
(IN ACCORDANCE WITH FEDERAL GUIDELINES)**



B. Total Cost of Purchase: \$ 13,600.00

Account #: 001-0760-519.46-04

Project #: IAN22

C. Vendor Information

Vendor Name: Sutter Roofing Company of Florida Contact: Michael Black

Address: 8284 Vico Court

City: Sarasota State: Florida Zip: 34240

Phone: 407-509-3978 Email or Website Address: bids@sutterroofing.com

I acknowledge that the procurement described herein was made in a manner consistent with the emergency procurement requirements of the City of North Port Procurement Code and Procurement Manual. I have been made aware of the Procurement Code (available on the P-Drive and Intranet) and the policies and procedures related to the City's procurement system.

**GARRETT WOODS**  
Digitally signed by GARRETT WOODS  
Date: 2022.10.06 14:19:59 -04'00'

**Chuck Speake**  
Digitally signed by Chuck Speake  
Date: 2022.10.07 10:20:05 -04'00'

**Requestor** \_\_\_\_\_ **Date** \_\_\_\_\_  
**Lisa Herrmann**  
Digitally signed by Lisa Herrmann  
Date: 2022.10.07 12:40:21 -04'00'

**Department Director** \_\_\_\_\_ **Date** \_\_\_\_\_  
**Ginny Duyn**  
Digitally signed by Ginny Duyn  
Date: 2022.10.07 14:18:18 -04'00'

**Budget Administrator** \_\_\_\_\_ **Date** \_\_\_\_\_  
**Lisa Herrmann**  
Digitally signed by Lisa Herrmann  
Date: 2022.10.07 12:40:40 -04'00'

**Purchasing** \_\_\_\_\_ **Date** \_\_\_\_\_  
*Jerome Fletcher* Date: 2022.10.11 14:13:01 -04'00'

**Finance Director** \_\_\_\_\_ **Date** \_\_\_\_\_  
**Jerome Fletcher**  
Digitally signed by Jerome Fletcher  
DN: OU=NorthPort, DC=City, OU=Departments, OU=CityManager, CN=Jerome Fletcher, E=Fletcher@cityofnorthport.com  
Reason: I am the author of this document  
Location: your signing location here  
Date: 2022.10.11 16:07:00 -04'00'  
Foxit PDF Reader Version: 11.1.0

**Assistant City Manager** \_\_\_\_\_ **Date** \_\_\_\_\_

**City Manager** \_\_\_\_\_ **Date** \_\_\_\_\_

**PRINT**    Clear All Fields

## Garrett Woods

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**From:** Tricia Wisner  
**Sent:** Thursday, October 6, 2022 1:30 PM  
**To:** Garrett Woods  
**Subject:** FW: Sutter Roofing- FR81 and City Hall Details  
**Attachments:** Northport City Hall.pdf; City of Northport - Fire rescue 81.pdf

Please see attached and below.

Tricia Wisner, MBA  
Assistant Director  
Department of Public Works  
City of North Port  
O: 941-240-8060  
C: 941-303-3632  
[twisner@northportfl.gov](mailto:twisner@northportfl.gov)

---

**From:** Jana White <jwhite@northportfl.gov>  
**Sent:** Thursday, October 6, 2022 1:25 PM  
**To:** Tricia Wisner <twisner@northportfl.gov>  
**Cc:** Frances N. Lugo <flugo@northportfl.gov>  
**Subject:** Sutter Roofing- FR81 and City Hall Details

As per our conversation, we will be proceeding with Sutter Roofing (our current contracted roofing vendor) on the following repairs to both City Hall and FR81:

FR81- Sutter Roofing estimate for repairs to complete all the needed repairs to get this large section watertight. Sutter will start off by removing what is left of the existing material that lies under the metal panels. Once this is fully removed, the deck will then be inspected and re nailed if needed. Finally, the guys will dry in the entire opening which will keep you watertight until these panels can be replaced. (see attached). The cost is \$4,750.

City Hall- Sutter Roofing estimate for repair includes but not limited to multiple tile repairs throughout the entire roof system, ridge cap repairs, cleaning up and removing roof surface debris, re-setting all tiles in the proper location, and sealing all existing fasteners. They will perform the cleanup, sealing of existing fasteners as soon as they get our written approval then we will only have to wait on the replacement tiles. These new tiles may take 3-4 weeks to arrive after approval is received. Upon receipt of the replacement tiles, they will be back out to install them. The cost is \$13,600.

I have sent the request to PW Finance to proceed and will get scheduled at the earliest availability.

Let me know if you have any questions/concerns.

Thanks,

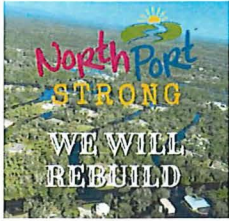


*Jana White*

Planner/Scheduler  
City of North Port  
Public Works

Infrastructure & Facilities  
1100 N. Chamberlain Blvd  
North Port, Florida 34286  
Mobile (941) 628-2735

All requests for Facilities Maintenance Services emailed [PW CustService@NorthPortFL.GOV](mailto:PW CustService@NorthPortFL.GOV)  
After Hours Facility Maintenance Service Request {Facility Emergencies Only} (941) 628-1949



\*\*NOTE NEW EMAIL - [JWhite@NorthPortFL.GOV](mailto:JWhite@NorthPortFL.GOV) \*\*

E-mail messages sent or received by City of North Port officials and employees in connection with official City business are public records subject to disclosure under the Florida Public Records Act



### Management Report



City of North Port  
City Hall  
4970 City Hall Boulevard, North Port, FL

Prepared For



Powered By





City Hall  
4970 City Hall Boulevard  
North Port, FL 34286

### Site Overview



**Total Sections: 1**  
**Total Sq Ft: 26,500**

Map	Name	Sq Ft	Est Install	Grade
1	Maintenance roof area	26,500		C





City Hall  
4970 City Hall Boulevard  
North Port, FL 34286

**Observations**

Section: Maintenance roof area  
Size: 26500  
Overall Grade: C

Inspection Date: 10/04/2022  
Inspector: Neil Gates



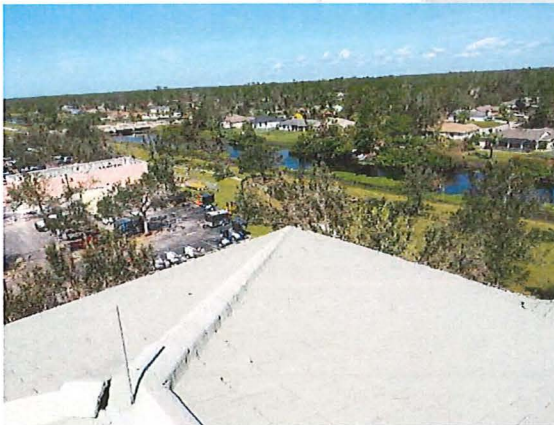
- Site Overview
- Section 1
- Composition
- Observations
- Budget Matrix
- Deficiencies
- Summary



Overview



Overview



Overview



Overview

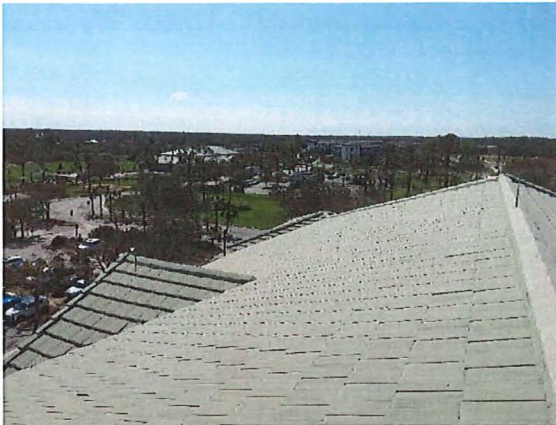




City Hall  
4970 City Hall Boulevard  
North Port, FL 34286

**Observations (continued)**

Section: Maintenance roof area  
Size: 26500  
Overall Grade: C  
  
Inspection Date: 10/04/2022  
Inspector: Neil Gates



Overview



Overview



**Observation - Lightning Protection**  
Lightning protection rods are not all there any longer, It appears that they have broken off during the storm.



**Observation - Antenna**  
Antenna located on flat roof surface appears to have been blown down at this time.





City Hall  
4970 City Hall Boulevard  
North Port, FL 34286



**Observations (continued)**

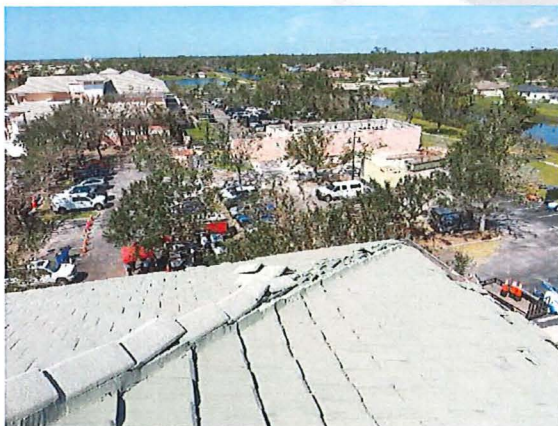
**Section:** Maintenance roof area  
**Size:** 26500  
**Overall Grade:** C  
  
**Inspection Date:** 10/04/2022  
**Inspector:** Neil Gates



**Observation - Mechanical equipment**  
Mechanical equipment still appears to be attached and is properly secured to the curb at this time.



**Observation - Drain's**  
Roof drain's appear to be performing well but are currently surrounded by leaf debris.



**Observation - Ridge**  
Ridge cap tiles appear to be either broken or missing at this time. It is suggested these areas get re set to ensure a water tight system.



**Observation - Tiles**  
It appears a large amount of tiles have been broken throughout the roof system at this time, These items should be re set to ensure the system will continue to stay water tight.





City Hall  
4970 City Hall Boulevard  
North Port, FL 34286



**Deficiencies**

**Section:** Maintenance roof area  
**Size:** 26500  
**Overall Grade:** C

**Inspection Date:** 10/04/2022  
**Inspector:** Neil Gates

- Site Overview
- Section 1
- Composition
- Observations
- Budget Matrix
- Deficiencies
- Summary



**General - Scope of Work (Recommended)**

Quantity: 190 EA

**Deficiency:**

Scope of Work-

Roofing tile's - 140

Ridge cap tile's - 50

**Corrective Action:**

- 1.) Clean/Remove all damaged debris from roof surface.
- 2.) Begin sealing all existing fasteners that fastened these tiles down.
- 3.) Re-set all tiles in all the proper locations throughout this system.





City Hall  
4970 City Hall Boulevard  
North Port, FL 34286



**Summary**

Section: Maintenance roof area  
 Size: 26500  
 Overall Grade: C

Inspection Date: 10/04/2022  
 Inspector: Neil Gates

**Condition Summary**

Membrane: C  
 Flashings: C  
 Sheet Metal: B

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Overall: C

Overall Grade  
 A = 10 Years or more of service life remaining  
 B = 8-10 Years of service life remaining  
 C = 5-7 Years of service life remaining  
 D = 2-4 Years of service life remaining  
 F = Less than 1 Year of service life remaining

**Recommendations**

The overall roof system appears to be in some need of repair currently. The hurricanes high winds have caused for the tiles on this system to break or blow off the building , In order to keep this roof performing well re setting these tiles is a must.

Estimated Repair Costs: \$13,600.00

Oct 6, 2022 - 9:41AM

Sutter Roofing Co - Sutter Roofing Fort Myers  
6201 Topaz Ct Unit #2 Fort Myers, FL 33966



City of North Port  
5455 Pan American Boulevard  
North Port, FL 34287

PROPERTY:  
City Hall  
4970 City Hall Boulevard  
North Port, FL



DESCRIPTION	AMOUNT
<input type="checkbox"/> Budget	\$0.00
<input type="checkbox"/> Recommended	\$13,600.00

PAYMENT TERMS
Net 10 Days Upon Receipt

AUTHORIZATION TO PROCEED	
Signature: _____	Date: _____ \$ _____
Printed Name: _____	PO # _____

Net 10 Days Upon Receipt





### TERMS AND CONDITIONS:

1. **Work Agreement.** Please note that Sutter Roofing Company of Florida does not agree to execute standard general contractor subcontracts without prior review. This proposal and contractual acceptance is based on the following:

- A signed and dated Sutter Roofing Company of Florida proposal.
- Standard American Institute of Architect's contract or subcontract document, which may include AIA A-201 General Conditions. AIA contracts shall not be modified other than insertion of scope of work and contract sum.
- A reviewed and mutually agreeable general contractor subcontract.

2. **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.

3. **Nature of Work.** Sutter Roofing Company ("Sutter") shall furnish the labor and material to perform the work described herein or in the referenced contract documents. Sutter 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. If plans, specifications or other design documents have been furnished to Sutter, Customer warrants that they are sufficient and conform to all applicable laws and codes. Sutter 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 Sutter from the contract documents. Sutter is not responsible for location of roof drains, adequacy of drainage, ponding, energy regulations or structural conditions. Sutter Roofing does not provide engineering, consulting, architectural services unless specifically outlined and enumerated in the scope of work.

4. **Deck Conditions.** Customer warrants that the deck and structures on which Sutter is to work are in sound condition and capable of withstanding normal activities of roofing construction, equipment and operations and suitable for attachment of roofing materials. Sutter is not responsible for the construction, undulations or structural sufficiency of the roof deck or other trades' work or design, including whether deck construction complies with FMG criteria. If deck conditions are unsatisfactory, additional charges will apply.

5. **Asbestos and Toxic Materials.** This proposal is based on Sutter's not coming into contact with asbestos-containing or toxic materials. Sutter is not responsible for expenses, claims or damages arising out of the presence, disturbance or removal of asbestos-containing or toxic materials. Sutter shall be entitled to reasonable compensation for additional expenses incurred due to the presence of asbestos-containing or toxic materials at the work site. Customer agrees to indemnify Sutter against liability, damages, losses, claims, demands or citations arising out of the presence of asbestos or toxic materials at the work site.

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 within ten (10) days of substantial completion of the Work. If completion of the Work extends beyond one month, Customer shall make monthly progress payments to Sutter by or before the fifth (5th) day of each month for the value of Work completed during the preceding month, plus the value of materials suitably stored for the project. Retention will be reduced to 5% after 50% completion of work. All sums not paid when due shall earn interest at the rate of 1% per month. Sutter shall be entitled to recover from Customer all costs of collection incurred by Sutter, including attorney's fees, resulting from Customer's failure to make proper payment when due. Sutter's entitlement to payment is not dependent upon criteria promulgated by Factory Mutual Global, including wind uplift testing.

7. **Right to Stop Work.** The failure of Customer to make proper payment to Sutter when due shall constitute a material breach of contract and entitle Sutter, at its discretion, to stop work, including furnishing warranty, until full payment is made. The time period in which Sutter shall perform the work shall be extended for a period equal to the period during which the Work was suspended, and the contract sum to be paid Sutter shall be increased by the amount of Sutter's reasonable costs of shut-down, delay and start-up.

8. **Insurance.** Sutter shall carry worker's compensation, automobile and commercial general liability and such other insurance as required by law. Sutter will furnish a Certificate of Insurance upon request. Customer shall purchase and maintain builder's risk and/or property insurance, 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 accepted. Moneys owed to Sutter shall not be withheld by reason of any damage or claim against Sutter covered by liability or property damage insurance maintained by Sutter or claims covered under builder's risk insurance.

9. **Additional Insured.** If Customer requires and Sutter agrees to name Customer or others as an additional insured on Sutter's liability insurance policy, Customer and Sutter 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 Sutter and is not intended to make Sutter's insurer liable for claims that are due to the fault of the additional insured.

10. **Interior Protection.** Customer acknowledges that re-roofing of an existing building may cause disturbance, dust or debris to fall into the interior. Customer agrees to remove or protect property directly below the roof in order to minimize potential interior damage. Sutter shall not be responsible for disturbance, damage, clean up or loss 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 Sutter harmless from claims of tenants who were not so notified and did not provide protection.

11. **Damages and Delays.** Sutter is not responsible for damage done to Sutter's work by others. Any repairing of the same by Sutter will be charged as an extra. Sutter shall not be responsible for loss, damage or delay caused by circumstances beyond its reasonable control, including but not limited to acts of God, accidents, fire, weather, vandalism, regulation, strikes, jurisdictional disputes, failure or delay of transportation, shortage of or inability to obtain materials, equipment or labor. In the event of these occurrences, Sutter's time for performance shall be extended.

12. **Roof Projections.** Sutter will flash all roof projections that are shown on the architectural plans provided to Sutter and that are in place prior to installation of roofing. Any penetrations through the roofing to be installed by Sutter not shown on the plans provided to Sutter prior to submittal of this proposal or required after installation of roofing shall be considered an order for extra work, and Sutter shall be compensated at its customary time and material rates for performing such additional work.

13. **Safety/Site Access.** Sutter is not responsible for the safety of persons on the roof other than its own employees. Owner agrees to indemnify and hold Sutter harmless, including attorney's fees, from claims for personal injury by persons or entities whom Owner has allowed or authorized to be on the roof.

14. **Site Conditions.** Sutter 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. The following shall be supplied to Contractor at site of work: water, power, site security, and clear access to work area. Sutter shall not be required to begin work until underlying areas are ready and acceptable to receive Sutter's work and sufficient areas of roof deck are clear and available and free from water or debris to allow for continuous full operation. The expense of any extra trips by Sutter to and from the job as a result of the job not being ready for the Work after Sutter has been notified to proceed will be charged as an extra. Sutter shall not be responsible for additional costs required due to the existence of wet insulation, deteriorated deck or other subsurface or latent conditions. The raising, disconnection, re-connection or relocation of any mechanical equipment on the roof that may be necessary for Sutter to perform the roofing work shall be performed by others or treated as an extra, unless work is to be included in Sutter's proposal and scope of work.

15. **Electrical Safety.** Owner warrants that there will be no live power lines on or near the roof servicing the building where Sutter will be working and that Owner will turn off any such power supplies to avoid an electrocution risk to Sutter's employees. Sutter's price is based upon there not being electrical conduit or other materials embedded within the roof assembly or attached directly to the underside or topside of the roof deck upon which Sutter will be installing the new roof. Owner will indemnify Sutter from personal injury and other claims and expenses if Owner fails to turn-off power so as to avoid injury to Sutter's personnel or resulting from the presence of concealed electrical conduit and live electrical power. Sutter is not responsible for costs of repair or damages, including disruption of service, resulting from damage to undisclosed or concealed electrical or other utility lines.

16. **Warranty.** Sutter's work will be warranted by Sutter in accordance with its standard warranty, which is made a part of this proposal and contract and incorporated by reference. A facsimile of Sutter's standard warranty is attached or, if not, will be furnished upon request. Sutter SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. The acceptance of this proposal by the Customer signifies his agreement that this warranty shall be and is the exclusive remedy against Sutter. 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 alleged defects in the materials furnished pursuant to this contract, Customer shall have recourse only against the manufacturer of such material.

17. **Exiting Conditions.** Sutter is not responsible for leakage through areas of an existing roof that have not yet been reroofed or due to existing conditions simply because Sutter started work on the building. Sutter is not responsible for satellite dish recalibration unless specifically stated in the scope of work.

18. **Mold.** Sutter and Owner are committed to acting promptly so that roof leaks are not a source of potential interior mold growth. Owner will make periodic inspections for signs of water intrusion and act promptly including prompt notice to Sutter if Owner believes there are roof leaks, to correct the condition. Upon receiving notice, Sutter will make roof repairs. The Owner is responsible for monitoring any leak areas and for indoor air quality. Sutter is not responsible for indoor air quality. Owner shall hold harmless and indemnify Sutter from claims due to indoor air quality and resulting from a failure by Owner to maintain the building in a manner to avoid growth of mold. Customer agrees to indemnify and hold harmless Sutter from claims brought by tenants and third parties arising from mold growth.

19. **Wind Loads or Uplift Pressures.** Design Professional is responsible to design the work to be in compliance with applicable codes and regulations and to specify or show the work that is to be performed. Sutter is not responsible for design, including calculation or verification of wind-load design. To the extent minimum wind loads or uplift pressures are required,



Sutter's proposal is based solely on manufacturer's printed test results. Sutter itself makes no representation regarding wind uplift capacity and assumes no liability for wind uplift.

20. **Material Cost Escalation.** Steel products, asphalt, polyisocyanurate and other roofing products are sometimes subject to unusual price volatility due to conditions that are beyond the control or anticipation of Sutter. If there is a substantial increase in these or other roofing products between the date of this proposal and the time when the work is to be performed, the amount of the contract may be increased to reflect the additional cost to the roofing contractor, upon submittal of written documentation and advance notice.

21. **Material References.** Sutter 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.

22. **Tolerances.** All labor and materials shall be furnished in accordance with normal industry standards and industry tolerances for uniformity, color, variation, thickness, size, weight, finish and texture. Specified quantities are intended to represent an average over the entire roof area.

23. **Backcharges.** No backcharges or claims for payment of services rendered or materials and equipment furnished by Customer to Sutter shall be valid unless previously authorized in writing by Sutter and unless written notice is given to Sutter within five (5) days of the event, act or omission which is the basis of the backcharge.

24. **Fumes and Emissions.** Customer acknowledges that fumes and vapors from roofing products will be released as part of the roofing operations to be performed by Sutter. 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 vapors 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 Sutter harmless from claims from third parties relating to fumes and odors that are emitted during the normal roofing process.

25. **Oil-canning.** Metal roofing and especially lengthy flat-span sheet-metal panels often will exhibit waviness, commonly referred to as "oil-canning." The degree of oil-canning and the appearance of the panels will vary depending on factor such as the length and color of the panels, alloy, gauge, galvanizing process, substrate condition, and exposure to sunlight. Oil-canning pertains to aesthetics and not the performance of the panels and is not controlled by the roofing contractor. The type of metal roofing panels specified can affect the degree of oil-canning. Sutter is not responsible for oil-canning or aesthetics. Oil-canning shall not be grounds to withhold payment or reject panels of the type specified.

26. **Working Hours.** This proposal is based upon the performance of all work during Sutter's regular work hours. Extra charges will be made for overtime and all premium time if required by Customer.

27. **Dispute Resolution.** If a dispute shall arise between Sutter and Customer with respect to any matters or questions arising out of or relating to this Agreement or the breach thereof, Sutter and Customer will seek to mediate the dispute. If mediation is not successful, arbitration shall be administered by and conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association unless the parties mutually agree otherwise. 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. Collection matters may be processed through litigation or arbitration at the discretion of the Sutter.



**CITY OF NORTH PORT PROCUREMENT REQUEST FORM  
EMERGENCY/EXIGENCY PROCUREMENT  
(IN ACCORDANCE WITH FEDERAL GUIDELINES)**



DEPARTMENT/DIVISION Public Works - Facilities Maintenance

NAME OF REQUESTOR Lisa Guerreiro

NAME OF PREPARER Lisa Guerreiro

DATE COMPLETED 12/13/2022

The City shall not be bound by any transactions made contrary to procurement procedures.

For the Procurement Official to process a requisition or visa purchase request related to an **emergency or exigent purchase**, this form must be completed and submitted by the requesting party to Purchasing with the request. **THE CITY MANAGER MUST BE NOTIFIED IMMEDIATELY (VIA EMAIL/PHONE), FOLLOWED BY THE PURCHASING DIVISION.**

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*In the case of an **exigency**, there is a need to avoid, prevent or alleviate serious harm or injury, financial or otherwise, to the applicant, and use of competitive procurement proposals would prevent the urgent action required to address the situation. Thus, a noncompetitive procurement may be appropriate.*

*In the case of an **emergency**, a threat to life, public health or safety, or improved property requires immediate action to alleviate the threat.*

**Emergency or Exigency** (in accordance with FEMA guidelines, must specify, see definitions above):

EXIGENCY

Name of Event (if applicable): Hurricane Ian

Project Number for Event (if applicable): IAN22

**A. Description of Item(s) Purchased and Detailed Circumstances of the Emergency or Exigency Purchase/Service:** Must answer who, what, when, where, why and how in the box below or separate memo. (Attach quote back-up).

During Hurricane Ian the roof of City Hall was damaged, needing repairs including but not limited to multiple tile repairs throughout the entire roof system, ridge cap repairs, cleaning up and removing roof surface debris, re-setting all tiles in the proper location and sealing all existing fasteners. After the initial assessment was completed additional tiles needed to be removed so they were short on roof tiles. Public Works needs to add the cost for the additional tiles needed to existing PO049575 for Sutter Roofing.





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EMERGENCY/EXIGENCY PROCUREMENT  
(IN ACCORDANCE WITH FEDERAL GUIDELINES)**



B. Total Cost of Purchase: \$ 2,500.00

Account #: 001-0760-519.46-04

Project #: IAN22

C. Vendor Information

Vendor Name: Sutter Roofing Company of Florida Contact: Michael Black

Address: 8284 Vico Court

City: Sarasota State: FL Zip: 34240

Phone: 407-509-3978 Email or Website Address: bids@sutterroofing.com

I acknowledge that the procurement described herein was made in a manner consistent with the emergency procurement requirements of the City of North Port Procurement Code and Procurement Manual. I have been made aware of the Procurement Code (available on the P-Drive and Intranet) and the policies and procedures related to the City's procurement system.

**Lisa Guerreiro**  
Digitally signed by Lisa Guerreiro  
Date: 2022.12.13 16:04:40 -05'00'

**Chuck Speake**  
Digitally signed by Chuck Speake  
Date: 2022.12.19 09:41:30 -05'00'

**Requestor** \_\_\_\_\_ **Date** \_\_\_\_\_

**Department Director** \_\_\_\_\_ **Date** \_\_\_\_\_

**Lisa Herrmann**  
Digitally signed by Lisa Herrmann  
Date: 2022.12.19 12:14:56 -05'00'

**Ginny Duyn**  
Digitally signed by Ginny Duyn  
Date: 2022.12.19 13:04:10 -05'00'

**Budget Administrator** \_\_\_\_\_ **Date** \_\_\_\_\_

**Purchasing** \_\_\_\_\_ **Date** \_\_\_\_\_

**Lisa Herrmann**  
Digitally signed by Lisa Herrmann  
Date: 2022.12.19 12:15:31 -05'00'

*Janet Fairbank* Date: 2022.12.19 14:40:22 -05'00'

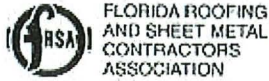
**Finance Director** \_\_\_\_\_ **Date** \_\_\_\_\_

**Assistant City Manager** \_\_\_\_\_ **Date** \_\_\_\_\_

**Jerome Fletcher**  
Digitally signed by Jerome Fletcher  
DN: DC=northport, DC=city, OU=Departments, OU=City Manager, CN=Jerome Fletcher, E=fletcher@cityofnorthport.com  
Reason: I am the author of this document  
Location: your signing location here  
Date: 2022.12.19 18:00:19 -05'00'  
Foxit PDF Reader Version: 11.1.0

**City Manager** \_\_\_\_\_ **Date** \_\_\_\_\_

**PRINT**    Clear All Fields



**"SAFE, SOLID AND SECURE SINCE 1902"**

[www.sutterroofing.com](http://www.sutterroofing.com) LIC: #CC C054782

8284 VICO CT  
SARASOTA, FLORIDA 32240  
PHONE: (941) 377-1000  
FAX: (941) 377-4499

8811 MAISLIN DRIVE  
TAMPA, FLORIDA 33687  
PHONE: (813) 868-0800  
FAX: (813) 868-0500

2661 OLD WINTER GARDEN RD  
ORLANDO, FLORIDA 32805  
PHONE: (407) 367-4500  
FAX: (407) 367-4519

Date: Friday, December 09, 2022

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:

Client: City of Northport  
5455 Pan American Blvd.  
North Port, FL  
34287

Attention: Kim Humphrey  
Project manager  
Public works  
Tel: 941.240.8093  
City Cell: 941.223.2900  
Email: [Khumphrey@northportfl.gov](mailto:Khumphrey@northportfl.gov)

Project: City Hall  
4970 City Hall Blvd  
North Port, FL  
34286

**A. SCOPE OF WORK: -Additional tiles to complete scope of work.**

1. Erect all safety barricades, fall protection, and personal protective equipment as required by OSHA standards and site conditions.
2. Provide all equipment needed for hoisting roofing materials to and from roof.
3. Order an additional 200 roof tiles to complete the scope of work as more were removed during the temporary repair process than what was accounted for in the original quote.
4. Clean all job associated debris once scope is completed fully.

B. Contractor Price: **-Initial in line next to dollar amount-**  
***This will be a DNE of -Two Thousand Five-Hundred Dollars 00/100.... \$ 2,500 DNE***

**TERMS AND CONDITIONS:**



1. **Work Agreement.** Please note that Sutter Roofing Company of Florida does not agree to execute standard general contractor subcontracts without prior review. This proposal and contractual acceptance is based on the following:

- A signed and dated Sutter Roofing Company of Florida proposal.
- Standard American Institute of Architect's contract or subcontract document, which may include AIA A-201 General Conditions. AIA contracts shall not be modified other than insertion of scope of work and contract sum.
- A reviewed and mutually agreeable general contractor subcontract.

2. **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.

3. **Nature of Work.** Sutter Roofing Company ("Sutter") shall furnish the labor and material to perform the work described herein or in the referenced contract documents. Sutter 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. If plans, specifications or other design documents have been furnished to Sutter, Customer warrants that they are sufficient and conform to all applicable laws and codes. Sutter 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 Sutter from the contract documents. Sutter is not responsible for location of roof drains, adequacy of drainage, ponding, energy regulations or structural conditions. Sutter Roofing does not provide engineering, consulting, architectural services unless specifically outlined and enumerated in the scope of work.

4. **Deck Conditions.** Customer warrants that the deck and structures on which Sutter is to work are in sound condition and capable of withstanding normal activities of roofing construction, equipment and operations and suitable for attachment of roofing materials. Sutter is not responsible for the construction, undulations or structural sufficiency of the roof deck or other trades' work or design, including whether deck construction complies with FMG criteria. If deck conditions are unsatisfactory, additional charges will apply.

5. **Asbestos and Toxic Materials.** This proposal is based on Sutter's not coming into contact with asbestos-containing or toxic materials. Sutter is not responsible for expenses, claims or damages arising out of the presence, disturbance or removal of asbestos-containing or toxic materials. Sutter shall be entitled to reasonable compensation for additional expenses incurred due to the presence of asbestos-containing or toxic materials at the work site. Customer agrees to indemnify Sutter against liability, damages, losses, claims, demands or citations arising out of the presence of asbestos or toxic materials at the work site.

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 within ten (10) days of substantial completion of the Work. If completion of the Work extends beyond one month, Customer shall make monthly progress payments to Sutter by or before the fifth (5th) day of each month for the value of Work completed during the preceding month, plus the value of materials suitably stored for the project. Retention will be reduced to 5% after 50% completion of work. All sums not paid when due shall earn interest at the rate of 1% per month. Sutter shall be entitled to recover from Customer all costs of collection incurred by Sutter, including attorney's fees, resulting from Customer's failure to make proper payment when due. Sutter's entitlement to payment is not dependent upon criteria promulgated by Factory Mutual Global, including wind uplift testing.

7. **Right to Stop Work.** The failure of Customer to make proper payment to Sutter when due shall constitute a material breach of contract and entitle Sutter, at its discretion, to stop work, including furnishing warranty, until full payment is made. The time period in which Sutter shall perform the work shall be extended for a period equal to the period during which the Work was suspended, and the contract sum to be paid Sutter shall be increased by the amount of Sutter's reasonable costs of shut-down, delay and start-up.

8. **Insurance.** Sutter shall carry worker's compensation, automobile and commercial general liability and such other insurance as required by law. Sutter will furnish a Certificate of Insurance upon request. Customer shall purchase and maintain builder's risk and/or property insurance, 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 accepted. Moneys owed to Sutter shall not be withheld by reason of any damage or claim against Sutter covered by liability or property damage insurance maintained by Sutter or claims covered under builder's risk insurance.

9. **Additional Insured.** If Customer requires and Sutter agrees to name Customer or others as an additional insured on Sutter's liability insurance policy, Customer and Sutter 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 Sutter and is not intended to make Sutter's insurer liable for claims that are due to the fault of the additional insured.

10. **Interior Protection.** Customer acknowledges that re-roofing of an existing building may cause disturbance, dust or debris to fall into the interior. Customer agrees to remove or protect property directly below the roof in order to minimize potential interior damage. Sutter shall not be responsible for disturbance, damage, clean up or loss 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 Sutter harmless from claims of tenants who were not so notified and did not provide protection.

11. **Damages and Delays.** Sutter is not responsible for damage done to Sutter's work by others. Any repairing of the same by Sutter will be charged as an extra. Sutter shall not be responsible for loss, damage or delay caused by circumstances beyond its reasonable control, including but not limited to acts of God, accidents, fire, weather, vandalism, regulation, strikes, jurisdictional disputes, failure or delay of transportation, shortage of or inability to obtain materials, equipment or labor. In the event of these occurrences, Sutter's time for performance shall be extended.

12. **Roof Projections.** Sutter will flash all roof projections that are shown on the architectural plans provided to Sutter and that are in place prior to installation of roofing. Any penetrations through the roofing to be installed by Sutter not shown on the plans provided to Sutter prior to submittal of this proposal or required after installation of roofing shall be considered an order for extra work, and Sutter shall be compensated at its customary time and material rates for performing such additional work.

13. **Safety/Site Access.** Sutter is not responsible for the safety of persons on the roof other than its own employees. Owner agrees to indemnify and hold Sutter harmless, including attorney's fees, from claims for personal injury by persons or entities whom Owner has allowed or authorized to be on the roof.

14. **Site Conditions.** Sutter 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. The following shall be supplied to Contractor at site of work: water, power, site security, and clear access to work area. Sutter shall not be required to begin work until underlying areas are ready and acceptable to receive Sutter's work and sufficient areas of roof deck are clear and available and free from water or debris to allow for continuous full operation. The expense of any extra trips by Sutter to and from the job as a result of the job not being ready for the Work after Sutter has been notified to proceed will be charged as an extra. Sutter shall not be responsible for additional costs required due to the existence of wet insulation, deteriorated deck or other subsurface or latent conditions. The raising, disconnection, re-connection or relocation of any mechanical equipment on the roof that may be necessary for Sutter to perform the roofing work shall be performed by others or treated as an extra, unless work is to be included in Sutter's proposal and scope of work.

15. **Electrical Safety.** Owner warrants that there will be no live power lines on or near the roof servicing the building where Sutter will be working and that Owner will turn off any such power supplies to avoid an electrocution risk to Sutter's employees. Sutter's price is based upon there not being electrical conduit or other materials embedded within the roof assembly or attached directly to the underside or topside of the roof deck upon which Sutter will be installing the new roof. Owner will indemnify Sutter from personal injury and other claims and expenses if Owner fails to turn-off power so as to avoid injury to Sutter's personnel or resulting from the presence of concealed electrical conduit and live electrical power. Sutter is not responsible for costs of repair or damages, including disruption of service, resulting from damage to undisclosed or concealed electrical or other utility lines.

16. **Warranty.** Sutter's work will be warranted by Sutter in accordance with its standard warranty, which is made a part of this proposal and contract and incorporated by reference. A facsimile of Sutter's standard warranty is attached or, if not, will be furnished upon request. Sutter SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. The acceptance of this proposal by the Customer signifies his agreement that this warranty shall be and is the exclusive remedy against Sutter. 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 alleged defects in the materials furnished pursuant to this contract, Customer shall have recourse only against the manufacturer of such material.

17. **Exiting Conditions.** Sutter is not responsible for leakage through areas of an existing roof that have not yet been reroofed or due to existing conditions simply because Sutter started work on the building. Sutter is not responsible for satellite dish recalibration unless specifically stated in the scope of work.

18. **Mold.** Sutter and Owner are committed to acting promptly so that roof leaks are not a source of potential interior mold growth. Owner will make periodic inspections for signs of water intrusion and act promptly including prompt notice to Sutter if Owner believes there are roof leaks, to correct the condition. Upon receiving notice, Sutter will make roof repairs. The Owner is responsible for monitoring any leak areas and for indoor air quality. Sutter is not responsible for indoor air quality. Owner shall hold harmless and indemnify Sutter from claims due to indoor air quality and resulting from a failure by Owner to maintain the building in a manner to avoid growth of mold. Customer agrees to indemnify and hold harmless Sutter from claims brought by tenants and third parties arising from mold growth.

19. **Wind Loads or Uplift Pressures.** Design Professional is responsible to design the work to be in compliance with applicable codes and regulations and to specify or show the work that is to be performed. Sutter is not responsible for design, including calculation or verification of wind-load design. To the extent minimum wind loads or uplift pressures are required, Sutter's proposal is based solely on manufacturer's printed test results. Sutter itself makes no representation regarding wind uplift capacity and assumes no liability for wind uplift.

20. **Material Cost Escalation.** Steel products, asphalt, polyisocyanurate and other roofing products are sometimes subject to unusual price volatility due to conditions that are beyond the control or anticipation of Sutter. If there is a substantial increase in these or other roofing products between the date of this proposal and the time when the work is to be performed, the amount of the contract may be increased to reflect the additional cost to the roofing contractor, upon submittal of written documentation and advance notice.

21. **Material References.** Sutter 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.

22. **Tolerances.** All labor and materials shall be furnished in accordance with normal industry standards and industry tolerances for uniformity, color, variation, thickness, size, weight, finish and texture. Specified quantities are intended to represent an average over the entire roof area.



23. **Backcharges.** No backcharges or claims for payment of services rendered or materials and equipment furnished by Customer to Sutter shall be valid unless previously authorized in writing by Sutter and unless written notice is given to Sutter within five (5) days of the event, act or omission which is the basis of the backcharge.

24. **Fumes and Emissions.** Customer acknowledges that fumes and vapors from roofing products will be released as part of the roofing operations to be performed by Sutter. 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 vapors 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 Sutter harmless from claims from third parties relating to fumes and odors that are emitted during the normal roofing process.

25. **Oil-canning.** Metal roofing and especially lengthy flat-span sheet-metal panels often will exhibit waviness, commonly referred to as "oil-canning." The degree of oil-canning and the appearance of the panels will vary depending on factor such as the length and color of the panels, alloy, gauge, galvanizing process, substrate condition, and exposure to sunlight. Oil-canning pertains to aesthetics and not the performance of the panels and is not controlled by the roofing contractor. The type of metal roofing panels specified can affect the degree of oil-canning. Sutter is not responsible for oil-canning or aesthetics. Oil-canning shall not be grounds to withhold payment or reject panels of the type specified.

26. **Working Hours.** This proposal is based upon the performance of all work during Sutter's regular work hours. Extra charges will be made for overtime and all premium time if required by Customer.

27. **Dispute Resolution.** If a dispute shall arise between Sutter and Customer with respect to any matters or questions arising out of or relating to this Agreement or the breach thereof, Sutter and Customer will seek to mediate the dispute. If mediation is not successful, arbitration shall be administered by and conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association unless the parties mutually agree otherwise. 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. Collection matters may be processed through litigation or arbitration at the discretion of the Sutter.

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: *Neil Gates* Title: Roof Survey Technician

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: City of North Port PO By: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_