Docusign Envelope ID: 255D1503-86E5-4405-90E5-7A6ECC743D3E

City of Jacksonville, Florida
Procurement Award Form (PAF)

Part 1: Form Type JPAC Award Request and Administrative Details

Goods and/or Services: ASM request to Piggy Back Pinellas County Bid# 190-0663-B(AR) for roofing services with Advanced Roofing, Inc.

Requested Action/Authority:

Recommend approval to piggyback Pinellas County Bid #190-0663-B(AR) for with Advanced Roofing Inc. for Performing Arts Center - Roof Replacement. Total estimated expenditure amount not to exceed $6,972,795.00.

Justification/Explanation:

ASM Capital funding Performing Arts Center Roof project approved funding via Ord Code 2024-0949E. Contract terms requested in line with current contract bid#190-0663-B(AR)

Legal Contract #:	PSC-0080-22	Contract Date:	03/17/2022	Change Order/AMD #:	N/A	
PO/Release #:	N/A	Bid Date:	04/07/2022	Awarded Supplier:	Advanced Roofing Inc	
Licenses Verified:	N/A	Effective Date:	08/16/2024	Basis of Award:	N/A	
Federally Funded:	N/A	No. Invited:	na	Responses Received:	N/A	Attachments:
Solicitation:	N/A - N/A - N/A			Procurement Contract #:	N/A - NN/A	
Executed By:	Office of General Counsel					

PoP:Base:	N/A	Options:	N/A	Extension(s):	N/A
JSEB Rec.:	N/A	%:	N/A	Bonds Waived Pursuant To:	N/A

Fund:	000000	Center:	000000	Acct:	000000	Proj:	000000	Activity:	00000000	$	6,972,795.00
Fund:		Center:		Acct:		Proj:		Activity:		$	
Fund:		Center:		Acct:		Proj:		Activity:		$	

New NTE/GMP:	$ 6,972,795.00	Contingent Amount:	$ 0	DMP/ODPO Amount:	$ 0

Using Agency/BU:	SPET:SPORTS_AND_ENTERTAINMENT			
Concurrence:	Signed by: Alston, Alexander A122A08F5BBD491...	Title:	ACTING SPORTS AND ENTERTAINMENT OFFICER	8/16/2024
Concurrence:		Title:		
Concurrence:		Title:		
Concurrence:		Title:		

Procurement Analyst/Buyer:	Signed by: LeeAnn Warchol 72F42AB443D04B7...	Chief of Procurement:	DocuSigned by: B19F1D517352456... 8/19/2024
Name:	LeeAnn Warchol	Name:	Dustin L. Freeman

Part 2: JPAC Actions on Above Requests/Recommendations
All Award Actions Subject to Lawfully Appropriated Funds

Members Who Approve:	
Members Who Disapprove:	
Other Action:	

Date:

Part 3: Final Awarding Authority Action

Action:

Date:

Signature:

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PAF Instructions

Form Type: Select the type of award from the dropdown options. This form will be used for all Procurement awards (Administrative Awards and JPAC Requests).

Goods and/or Services: Enter a brief description of the types of goods and services included in the request.

Requested Action/Authority: Enter a brief description of the requested action or authority being sought. i.e.; *request permission to award to the lowest, responsive responsible bidder for ITB or award the highest ranked supplier for an RFP*.

Justification/Explanation: Enter a brief justification or explanation for the requested action. Use this box to add any additional information such as additional account strings, or other information essential for contract execution.

Legal Contract Number: Provide the existing City contract number if applicable. This will be the same number as your POA number.

Contract Date: Select the effective date for the contract using the calendar option in the form. Leave blank for contracts to become effective on the execution date.

Change Order/AMD #: Provide the applicable Change Order or Amendment number represented by this request.

Date: Enter the date of PAF submission.

Effective Date: Enter the effective date of requested authority and/or action.

Solicitation: Select the competitive procurement method used (1Cloud generated prefix), enter the 1Cloud generated numbering sequence, and 1Cloud generated fiscal year of solicitation

Basis of Award: Select from Lowest Price Technical Acceptable (LPTA), Highest Price Technical Acceptable (HPTA),

Procurement Contract #: This is your PO number. Select Type, Enter Number

PO/Release Number: Enter PO Release Number

Awarded Supplier: Enter Awarded Supplier Name

Federally Funded: Select yes or no from dropdown if Federal Funds will be used.

Responses Received: This is the number of responses received.

No Bids Received: The number of responses received that indicated supplier would not bid.

Executed By: Select whether executed by OGC or JPAC / Chief of Procurement

PoP Base: Select the Period of Performance for the initial period.

Options: Period for each renewal period i.e. one (1) two (2) year.

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Extensions: How many extensions have we preformed after the initial base period and option periods have been completed?

JSEB Goal: Select the percentage established by JSEB.

JESB Other: Select Encouragement or Set Aside Option

Bonds Waived Pursuant to: Select authority allowing bonds to be waived.

Funding Source: Fund/Center/Account/Project/Activity, all fields are required even if zeros.

New NTE/GMP: Enter the new total not to exceed the amount. Note, this should match the contract maximum indebtedness, if applicable**.**

Contingent Amount: If your agency requests an allowance for unforeseen additional expenses, then specify the amount of your requested increase and new NTE that represents the contingency allowance. This is over and above any quote.

DMP/ODPO Amount: Enter the total Direct Materials Purchase/Owner Direct Purchase Order amount for project.

Attachments: Name any attachments included as supplemental information to the PAF.

Using Agency/BU: This should be the requesting agency/requirement owner.

Concurrence: Electronic Signature

Title: Enter the title of person electronically signing form.

**Any fields where there is no data available, or no entry is required, either leave it blank or enter N/A. Any fields where there is known data, include for informational purposes. Any changes to an original award should contain the data that is being changed and any other relevant data required for JPAC review and approval.*

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Introduced by the Council President at the request of the Mayor and Co-Sponsored by Council Member Johnson and amended by the Finance Committee:

ORDINANCE 2024-494-E

AN ORDINANCE REAPPROPRIATING $7,999,766.05 IN AMERICAN RESCUE PLAN OF 2021 GRANT FUNDS FROM VARIOUS ACCOUNTS WITHIN THE OTHER FEDERAL, STATE AND LOCAL GRANTS - AMERICAN RESCUE PLAN LOCAL FISCAL RECOVERY FUND INCLUDING (1) $1,026,971.05 FROM OTHER FEDERAL, STATE AND LOCAL GRANTS - AMERICAN RESCUE PLAN LOCAL FISCAL RECOVERY FUND – U.S. TREASURY ACCOUNT TO OTHER ACCOUNTS WITHIN THE FUND, AND (2) $6,972,795.00 TO THE ROOF REPLACEMENT - PAC PROJECT, TO COMPLY WITH AMERICAN RESCUE PLAN TIMING REQUIREMENTS, AS INITIATED BY REVISED B.T. 24-125; AMENDING THE 2024-2028 FIVE-YEAR CAPITAL IMPROVEMENT PLAN APPROVED BY ORDINANCE 2023-505-E TO REFLECT THIS APPROPRIATION OF FUNDS TO THE PROJECT; PROVIDING FOR OVERSIGHT BY THE ENGINEERING AND CONSTRUCTION MANAGEMENT DIVISION OF THE DEPARTMENT OF PUBLIC WORKS; PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED by the Council of the City of Jacksonville:

Section 1. Appropriation. For the 2023-2024 fiscal year, within the City's budget, there is hereby appropriated the indicated sum from the account listed in subsection (a) to the account listed in subsection (b):

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(Revised B.T. 24-125, attached hereto as **Revised Exhibit 1**, labeled as "Revised Exhibit 1, Rev B.T. 24-125, August 6, 2024 – Finance" and incorporated herein by this reference):

(a) Appropriated from:

See Revised B.T. 24-125 $7,999,766.05

(b) Appropriated to:

See Revised B.T. 24-125 $7,999,766.05

(c) Explanation of Appropriation:

The funding above represents a reappropriation of $7,999,766.05 from the Other Federal, State and Local Grants - American Rescue Plan Local Fiscal Recovery Fund ("Fund") consisting of (1) a transfer of $1,026,971.05 to accounts within the Fund including JXSF COVID 19 Premium Pay Raises – Shift Differential Account ($17,131.03), JXSF COVID 19 Premium Pay Raises – Out of Class Pay Account ($2,340.02), and JXSF COVID 19 Premium Pay One Time Payments – Lump Sum Payment - Pensionable Account ($1,007,500.00), and (2) an appropriation of $6,972,795.00 to the Roof Replacement - PAC project ("CIP Project").

Section 2. Purpose. The purpose of the appropriation in Section 1 is to transfer funds within the Fund to repurpose unused funds from, and to comply with the timing requirements of, the American Rescue Plan Act of 2021, and to fund the CIP Project to address one-time capital needs of City venues to address critical deferred maintenance needs.

Section 3. Capital Improvement Plan Amendment. Ordinance 2023-505-E, adopting the 2024-2028 Five-Year Capital Improvement Plan (the "CIP") for the City and certain of its independent agencies, is hereby amended to reflect this appropriation of funds to the Projects, as more fully described in the Project Information Sheets attached hereto as **Revised Exhibit 2**, labeled as "Revised Exhibit 2, Rev CIP

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Sheet, August 6, 2024 – Finance" and incorporated herein by this reference. The City Council finds that the deferral of this amendment of the CIP until the next annual budget and CIP review will be detrimental to the best interests of the community because such deferral could result in the City losing valuable grant dollars.

Pursuant to Section 122.605(c), *Ordinance Code*, enactment of this Ordinance requires the affirmative vote of two-thirds of the City Council members present at the meeting because of the CIP amendment set forth in this section. This Ordinance shall constitute an amendment to Ordinance 2023-505-E. In all other respects, the Five-Year Capital Improvement Plan approved by Ordinance 2023-505-E shall remain unchanged and continue in full force and effect.

Section 4. Oversight. The Engineering and Construction Management Division of the Department of Public Works shall oversee the CIP Project described herein.

Section 5. Effective Date. This Ordinance shall become effective upon signature by the Mayor or upon becoming effective without the Mayor's signature.

Form Approved:

/s/ Mary E. Staffopoulos

Office of General Counsel

Legislation Prepared By: Joelle J. Dillard

GC-#1643305-v1-2024-494-E.docx

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Project Title	**Performing Arts Center - Roof Replacement**	**Council District(s)**	7	**Est. Completion Date (FY)**	TBD
Project Location	300 Water Street	**Project No**	010963	**Capital Maint. Category**	None
Department	ASM	**Ordinance/BT No**		**APP/Vertical Construction**	No
Program Area	Public Facilities	**Urban Core**		**Est. Useful Life (in years)**	20 years

Description or Scope

Project is a complete roof system replacement including membrane, coverings, and waterproofing around exterior of building to fully protect this asset from leaks and water intrusion.
This also includes the portion over the uible.

Justification

The membrane of the roof is over 25 years old and is experiencing structural degradation and continuous leaking. Replacing the roof, coverings, and waterproofing are all is essential to maintain the integrity of the building. The current membrane, coverings, and seals leak through the roof, ceiling, and building into pertinent areas throughout the building not limited but including the performance stage and other critical areas that impact shows, safety, and functionality of the Arts Center. The continuous maintenance performed on this outdated roofing system continues to uncover issues and opportunities that must be addressed which stretch beyond what normal maintenance practices can cover.

Funding Sources	**Total**	**Prior FY Budget**	**FY 23-24**	**FY 24-25**	**FY 25-26**	**FY 26-27**	**FY 27-28**
Transfer Between Projects	$0	$0	$0	$0	$0	$0	$0
Debt Management Funds	$0	$0	$0	$0	$0	$0	$0
Pay-Go	$0	$0	$0	$0	$0	$0	$0
Interest Earnings	$0	$0	$0	$0	$0	$0	$0
Contribution from Private Source	$0	$0	$0	$0	$0	$0	$0
Grant Funding / Trust Fund	$6,972,795	$0	$6,972,795	$0	$0	$0	$0
Totals	**$6,972,795**	**$0**	**$6,972,795**	**$0**	**$0**	**$0**	**$0**

Expenditures / Project Phase	**Total**	**Prior FY Budget**	**FY 23-24**	**FY 24-25**	**FY 25-26**	**FY 26-27**	**FY 27-28**
Engineering and Design	$0	$0	$0	$0	$0	$0	$0
Land Acquisition and Site Prep	$0	$0	$0	$0	$0	$0	$0
Construction	$6,972,795	$0	$6,972,795	$0	$0	$0	$0
Capital Equipment	$0	$0	$0	$0	$0	$0	$0
Contingency	$0	$0	$0	$0	$0	$0	$0
Totals	**$6,972,795**	**$0**	**$6,972,795**	**$0**	**$0**	**$0**	**$0**

City of Jacksonville, Florida
Request for Budget Transfer Form

Finance & Administration
Department or Area Responsible for Contract / Compliance / Oversight

Council District(s)

Reversion of Funds: (if applicable) N/A
Fund / Center / Account / Project * / Activity / Interfund / Future

All Years Fund
Fiscal Yr(s) of carry over (all-years funds do not require a carryover)

Section of Code Being Waived (if applicable): N/A

CIP (yes or no): Yes

Justification for Waiver

N/A

Justification for / Description of Transfer:

To reappropriate American Rescue Plan Coronavirus State and Local Fiscal Recovery Funds to address the one-time capital need for roof replacement at the Perfroming Arts. Center

Net Amount Appropriated and/or Transferred: $7,999,766.05

* This element of the account string is titled project but it houses both projects and grants.

CITY COUNCIL

Requesting Council Member: _____ CM's District: _____

Requesting Council Member: _____ CM's District: _____

Prepared By: _____ Ordinance: _____

OFFICE OF THE MAYOR

[x] BUDGET ORDINANCE [ ] TRANSFER DIRECTIVE

TD / BT Number: **B.T. 24-125**

	Date Rec'd.	Date Fwd.	Approved	Disapproved
Department Head				
Mayor's Office				
Accounting Division				
Budget Division				

Date of Action By Mayor: _____ Approved: _____

Division Chief: Marcia Saulo, City Comptroller

Date Initiated: 5/29/24

Prepared By: Marcia Saulo

Phone Number: 904-255-5261

Initiated / Requested By (if other than Department): _____

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Budget Transfer Line Item Detail

* This element of the account string is titled project but it houses both projects and grants.

Budget Office approval does not confirm; whether or not a grant requires a new 1Cloud grant number nor the availability or use of prior-year revenue and/or the use of fund balance appropriations in all-years subfunds.

_____ Budget Officer Initials

TRANSFER FROM: (Revenue line items in this area are being appropriated and expense line items are being de-appropriated.)

Total: $15,999,532.10

Rev Exp	Fund Title	Center/ Activity/ Grant/Project Title	Line Item / Account Title	Amount	Accounting Codes						
					Fund	Center	Account	Project *	Activity	Interfund	Future
Rev	Other Federal, State and Local Grants - ARP SLFRF	Performing Arts Center - Roof Replacement	US Treasury	$6,972,795.00	11415	133204	331511	010963	00000000	000000	0000000
Exp	Other Federal, State and Local Grants - ARP SLFRF	JXSF COVID 19 Public Health Safety and Security Enhancements	Computer Equipment	$517,041.82	11415	194094	564270	010349	00000000	000000	0000000
Exp	Other Federal, State and Local Grants - ARP SLFRF	JXSF COVID-19 Testing Sites and Other Health Needs	Contractual Services	$2,282,958.45	11415	191477	534100	010349	00000000	000000	0000000
Exp	Other Federal, State and Local Grants - ARP SLFRF	JXMS Mayor's Task Force - Executive	Contingency	$350,000.00	11415	194098	599100	010349	00000000	000000	0000000
Exp	Other Federal, State and Local Grants - ARP SLFRF	JXSF COVID 19 Premium Pay Raises	Permanent and Probationary Salaries	$2,834,294.56	11415	194092	512010	010349	00000000	000000	0000000
Exp	Other Federal, State and Local Grants - ARP SLFRF	JXSF COVID 19 Premium Pay Raises	Salaries Overtime	$612,705.05	11415	194092	514010	010349	00000000	000000	0000000
Exp	Other Federal, State and Local Grants - ARP SLFRF	JXSF COVID 19 Premium Pay Raises	FLSA Overtime - Fire	$8,219.23	11415	194092	514020	010349	00000000	000000	0000000
Exp	Other Federal, State and Local Grants - ARP SLFRF	JXSF COVID 19 Premium Pay Raises	Holiday Overtime - Fire	$19,877.73	11415	194092	514030	010349	00000000	000000	0000000
Exp	Other Federal, State and Local Grants - ARP SLFRF	JXSF COVID 19 Premium Pay Raises	Shift Differential - Pensionable	$39,678.35	11415	194092	515120	010349	00000000	000000	0000000
Exp	Other Federal, State and Local Grants - ARP SLFRF	JXSF COVID 19 Premium Pay Raises	Out of Class Pay - Pensionable	$37,322.97	11415	194092	515160	010349	00000000	000000	0000000
Exp	Other Federal, State and Local Grants - ARP SLFRF	JXSF COVID 19 Premium Pay Raises	Payroll Taxes FICA	$1,993.15	11415	194092	521010	010349	00000000	000000	0000000
Exp	Other Federal, State and Local Grants - ARP SLFRF	JXSF COVID 19 Premium Pay Raises	Medicare Tax	$68,192.43	11415	194092	521020	010349	00000000	000000	0000000
Exp	Other Federal, State and Local Grants - ARP SLFRF	JXSF COVID 19 Premium Pay Raises	Public Safety DC Contribution	$202,073.26	11415	194092	522160	010349	00000000	000000	0000000
Exp	Other Federal, State and Local Grants - ARP SLFRF	JXSF COVID 19 Premium Pay Raises	Public Safety DC Death&Disability Contribution	$2,454.13	11415	194092	522170	010349	00000000	000000	0000000
Exp	Other Federal, State and Local Grants - ARP SLFRF	JXSF COVID 19 Premium Pay Raises	Group Life Insurance	$3,812.31	11415	194092	523030	010349	00000000	000000	0000000
Exp	Other Federal, State and Local Grants - ARP SLFRF	JXSF COVID 19 Premium Pay One Time Payments	Lump Sum Payment - Not Pensionable	$1,019,142.61	11415	194093	515100	010349	00000000	000000	0000000
Rev	Other Federal, State and Local Grants - ARP SLFRF	JXSF COVID 19 Premium Pay Raises	US Treasury	$19,471.05	11415	194092	331511	010349	00000000	000000	0000000
Rev	Other Federal, State and Local Grants - ARP SLFRF	JXSF COVID 19 Premium Pay One Time Payments	US Treasury	$1,007,500.00	11415	194093	331511	010349	00000000	000000	0000000

TRANSFER TO: (Revenue line items in this area are being de-appropriated and expense line items are being appropriated.)

Total: $15,999,532.10

Rev Exp	Fund Title	Center/ Activity/ Grant/Project Title	Line Item / Account Title	Amount	Accounting Codes						
					Fund	Center	Account	Project *	Activity	Interfund	Future
Exp	Other Federal, State and Local Grants - ARP SLFRF	Performing Arts Center - Roof Replacement	Other Construction Costs	$6,972,795.00	11415	133204	565050	010963	00000000	000000	0000000
Rev	Other Federal, State and Local Grants - ARP SLFRF	JXSF COVID 19 Public Health Safety and Security Enhancements	US Treasury	$517,041.82	11415	194094	331511	010349	00000000	000000	0000000
Rev	Other Federal, State and Local Grants - ARP SLFRF	JXSF COVID-19 Testing Sites and Other Health Needs	US Treasury	$2,282,958.45	11415	191477	331511	010349	00000000	000000	0000000
Rev	Other Federal, State and Local Grants - ARP SLFRF	JXMS Mayor's Task Force - Executive	US Treasury	$350,000.00	11415	194098	331511	010349	00000000	000000	0000000
Exp	Other Federal, State and Local Grants - ARP SLFRF	JXSF COVID 19 Premium Pay Raises	Shift Differential	$17,131.03	11415	194092	515020	010349	00000000	000000	0000000
Exp	Other Federal, State and Local Grants - ARP SLFRF	JXSF COVID 19 Premium Pay Raises	Out of Class Pay	$2,340.02	11415	194092	515060	010349	00000000	000000	0000000
Exp	Other Federal, State and Local Grants - ARP SLFRF	JXSF COVID 19 Premium Pay One Time Payments	Lump Sum Payment - Pensionable	$1,007,500.00	11415	194093	515115	010349	00000000	000000	0000000
Rev	Other Federal, State and Local Grants - ARP SLFRF	JXSF COVID 19 Premium Pay Raises	US Treasury	$3,830,623.17	11415	194092	331511	010349	00000000	000000	0000000
Rev	Other Federal, State and Local Grants - ARP SLFRF	JXSF COVID 19 Premium Pay One Time Payments	US Treasury	$1,019,142.61	11415	194093	331511	010349	00000000	000000	0000000

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EXPERIENCE MATTERS.

ADVANCED ROOFING Inc

CC-C024413 ESTABLISHED 1983

February 4, 2022

Sheila Kuhl
Contract Administration Coordinator
City of Jacksonville
Public Buildings Division
555 West 44th Street
Jacksonville, FL 32208

Subject: Letter of Commitment re: Pinellas County – Term Contract (Piggyback)

Dear Ms. Kuhl,

Per your request, Advanced Roofing, Inc. confirms our commitment to the City of Jacksonville to perform all work as described in the Pinellas County – Bid No. 190-0336-B(AR) Bid Title: Roofing Services & Supplies, Waterproofing & Related Products and Services including all Terms & Conditions and pricing as set forth in our agreement with Pinellas County.

Thank you for this opportunity. We look forward to working with you and your team at the City of Jacksonville.

Michael Kornahrens
Executive Vice President
Advanced Roofing Inc.

www.advancedroofing.com
800 638.6869 TEL 954.522.6868 FAX 954.566.2967
1950 NW 22nd Street | Fort Lauderdale| Florida 33311

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#71686-22

AGREEMENT
(UTILIZING PINELLAS COUNTY BID NO. 190-0336-B(AR))
BETWEEN
THE CITY OF JACKSONVILLE
AND
ADVANCED ROOFING, INC.
FOR
ROOFING INSTALLATION AND REPAIR SERVICES ON AS-NEEDED BASIS

THIS AGREEMENT for roofing installation and repair services on an as-needed basis is made and entered into in duplicate effective as of the 7 day of April, 2022 (hereinafter the "Effective Date"), by and between the **CITY OF JACKSONVILLE**, a municipal corporation existing under the Constitution and laws of the State of Florida (hereinafter the "Purchaser"), and **ADVANCED ROOFING, INC.**, a Florida profit corporation with principal office at 1950 Northwest 22nd Street, Fort Lauderdale, Florida 33311 (hereinafter the "Contractor").

RECITALS:

WHEREAS, effective November 17, 2020, Pinellas County, a political subdivision of the State of Florida, made and entered into Pinellas County Bid No. 190-0336-B(AR) with Contractor (hereinafter the "County Contract"), attached hereto as **Exhibit A** and incorporated herein by this reference, for roofing installation and repair services on an as-needed basis (the "Services"); and

WHEREAS, said County Contract is in full force and effect until November 16, 2025, and has been competitively procured and awarded by County as contracting authority according to law; and

WHEREAS, the Jacksonville Procurement Code, more particularly Section 126.211, *Ordinance Code*, authorizes and allows departments and agencies of City to use *inter alia* contracts of other governmental entities which have been competitively procured and awarded; and

WHEREAS, the County Contract is broad enough to allow City to procure the Services and Contractor has agreed to allow City to use the County Contract; and

WHEREAS, it is in the best interests of the parties to use the County Contract for procurement of the Services and to add those contractual provisions Purchaser is required to use by ordinance or policy; now therefore

IN CONSIDERATION of the premises and of the mutual covenants and agreements hereinafter contained and for other good and valuable consideration acknowledged by the parties to be sufficient, the parties agree as follows:

ARTICLE 1: Incorporation of Recitals

The above-stated recitals are accurate, true, and correct and are made a part hereof and are

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incorporated herein by this reference.

ARTICLE 2: Engagement of Contractor

Purchaser hereby engages Contractor and Contractor hereby accepts said engagement for the purpose of providing to Purchaser the Services according to the provisions of the County Contract and its exhibits, amendments, equipment descriptions, and quotations. The provisions, terms, and conditions of the County Contract shall apply unless specifically preempted herein. Therefore, any conflict between the provisions of this Agreement and those in the County Contract shall be resolved in favor of this Agreement, but only to the extent of any conflict.

ARTICLE 3: Coordination and Services Provided by CITY

Purchaser shall designate for the procurement of the Services a Project Coordinator who will, on behalf of Purchaser, coordinate with Contractor and administer this Agreement according to the terms and conditions contained herein and, in the exhibits attached hereto and made a part hereof. It shall be the responsibility of Contractor to coordinate procurement of the Services with the designated Project Coordinator. Purchaser's designated Project Coordinator shall be Sheila Kuhl, Contract Administration Coordinator (Telephone: 904-255-4340; Email: skuhl@coj.net).

ARTICLE 4: Duration of Agreement/Pricing Available to Other Entities

The term of this Agreement shall commence on the Effective Date and shall continue and remain in full force and effect as to all its terms, conditions, and provisions as set forth herein through November 16, 2025, unless sooner terminated as provided in **Exhibit A**. During said period of time, the Services pricing provided hereunder shall be available to all using agencies and other political subdivisions, boards, agencies, or authorities existing in Duval County that may desire to procure the same at the contract prices provided herein.

ARTICLE 5: Payments for Services of Contractor

5.1. Purchaser will compensate Contractor for the Services purchased hereunder in accordance with purchase orders issued and used by the City of Jacksonville Procurement Division; *provided however*, payment invoices shall be sent to Purchaser's authorized representative as specified in said purchase order or other subsequent written instrument signed by Purchaser's Project Coordinator.

5.2. Notwithstanding any contrary provision in **Exhibit A,** the maximum indebtedness of Purchaser for all fees, reimbursable items, or other costs for the Services provided by Contractor pursuant to this Agreement shall not exceed the sum of THREE MILLION AND 00/100 USD ($3,000,000.00).

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ARTICLE 6: Notice

Notice to Purchaser under this Agreement shall be delivered by certified mail, return receipt requested, or by other delivery with receipt to the following:

Sheila Kuhl, Contract Administration Coordinator
City of Jacksonville Public Works Department
555 West 44th Street
Jacksonville, Florida 32208

Gregory Pease, Chief
Procurement Division
214 North Hogan Street, 8th Floor
Jacksonville, Florida 32202

Notice to Contractor under this Agreement shall be delivered by certified mail, return receipt requested, or by other delivery with receipt to the following:

Steve Schoen, Director of Government Services
Advanced Roofing, Inc.
4909 West Knollwood Street
Tampa, Florida 33436
Phone: 954-405-7573
Email: SteveS@advancedroofing.com

ARTICLE 7: Insurance

Contractor shall procure and maintain the insurance coverages set forth in **Exhibit B**.

ARTICLE 8: Indemnity

Contractor shall indemnify City as set forth in **Exhibit C**.

ARTICLE 9: Laws, Ordinances, Rules, and Regulations

As required by Section 126.108(b), *Ordinance Code*, in the sale of the Services, Contractor must comply with any and all applicable federal, state, and local laws, rules, regulations, and ordinances, as the same exist and may be amended from time to time. Such laws, rules, regulations, and ordinances shall include, but are not limited to, Chapter 119, Florida Statutes (the Florida Public Records Law), and Section 286.011, Florida Statutes (the Florida Sunshine Law), as they apply to the purchases contemplated in this Agreement. If any of the obligations of this Agreement are to be performed by a subcontractor, the provisions of this Article 9 shall be incorporated into and become a part of the subcontract.

ARTICLE 10: Nondiscrimination

Contractor represents that it has adopted and will maintain throughout the term of this Agreement a policy of nondiscrimination and nonharassment against any person with regard to race, color, sex (including pregnancy), sexual orientation, gender identity or expression, religion, political affiliation, national origin, disability, age, marital status, veteran status, or any other impermissible factor in recruitment, hiring, compensation, training, placement, promotion, discipline, demotion, transfer, layoff, recall, termination, working conditions, and related terms and conditions of employment. Contractor agrees that on written

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request, it will permit reasonable access to its records of employment, employment advertisement, application forms, and other pertinent data and records by the Executive Director of the Community Relations Commission or successor agency or commission for the purpose of investigation to ascertain compliance with the nondiscrimination provisions of this Agreement; provided, however, that Contractor shall not be required to produce for inspection records covering periods of time more than one (1) year prior to the Effective Date. Contractor agrees that if any of the Services to be provided pursuant to this Agreement are to be performed by a subcontractor, the provisions of this Article 10 shall be incorporated into and become a part of the subcontract.

ARTICLE 11: Conflict of Interest

The parties will follow the provisions of Section 126.112, *Ordinance Code*, with respect to required disclosures by public officials who have or acquire a financial interest in a bid or contract with the City of Jacksonville, to the extent the parties are aware of the same.

ARTICLE 12: Governing State Law/Severability/Venue

Section 22.6 of the County Contract is deleted in its entirety and replaced by the following: "The rights, obligations, and remedies of the parties as specified under this Agreement shall be interpreted and governed in all aspects by the laws of the State of Florida. Should any provision of this Agreement be determined by the courts to be illegal or in conflict with any law of the State of Florida, the validity of the remaining provisions shall not be impaired. Venue for litigation of this Agreement shall be in courts of competent jurisdiction located in Jacksonville, Duval County, Florida."

ARTICLE 13: Scrutinized Companies.

Pursuant to Section 287.135(3)(c), Florida Statutes, City may terminate this Agreement at City's option if Contractor:

(a) Is found to have submitted a false certification under Section 287.135(5), Florida Statutes;

(b) Has been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel;

(c) Has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes; or

(d) Has been engaged in business operations in Cuba or Syria.

ARTICLE 14: Counterparts

The parties agree that for the execution of this Agreement, time is of the essence. Therefore, this

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Agreement and all amendments hereto may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. The parties further agree that facsimile ("fax") transmission of all signatures with originals to follow shall constitute and be evidence of an executed Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ATTEST:

By _____
James R. McCain, Jr.
Corporation Secretary

CITY OF JACKSONVILLE:

By _____
Lenny Curry, Mayor

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No: 2019-02

WITNESS:

By _____
Signature

Tomara Martin
Type/Print Name

Contract Administrator
Title

ADVANCED ROOFING, INC.

By _____
Signature

Robert P. Kornahrens
Type/Print Name

President
Title

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Encumbrance and funding information for internal City use:

Account ..... VARIOUS ACCOUNTS
Amount $3,000,000.00

Total Amount . . . $3,000,000.00

The above-stated amount is the maximum fixed monetary amount of the foregoing Agreement. It shall not be encumbered by the foregoing Agreement. It shall be encumbered by one or more subsequently issued purchase orders that must reference the foregoing Agreement. All financial examinations and funds control checking will be made at the time such purchase orders are issued.

In accordance with Section 24.103(e), *Ordinance Code*, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing Agreement; provided however, this certification is not nor shall it be interpreted as an encumbrance of funding under this Agreement. Actual encumbrances shall be made by subsequently issued purchase orders as specified in said Agreement.

Director of Finance
City Contract No. 71686-22

Approved as to form:

James R McCain, Jr.
Office of General Counsel

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EXHIBIT A

COUNTY CONTRACT

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EXHIBIT B

INSURANCE REQUIREMENTS

Without limiting its liability under this Contract, Contractor shall procure prior to commencement of work and maintain at its sole expense during the life of this Contract (and Contractor shall require its subcontractors, laborers, materialmen, and suppliers to provide, as applicable), insurance of the types and limits not less than the amounts stated below:

Insurance Coverages

Schedule	Limits
Worker's Compensation	Florida Statutory Coverage
Employer's Liability	$ 1,000,000 Each Accident
	$ 1,000,000 Disease Policy Limit
	$ 1,000,000 Each Employee/Disease

This insurance shall cover the Contractor (and, to the extent they are not otherwise insured, its subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate coverage is to be included for the Federal Employers' Liability Act, USL&H and Jones, and any other applicable federal or state law. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

Commercial General Liability	$2,000,000	General Aggregate
	$2,000,000	Products & Comp. Ops. Agg.
	$1,000,000	Personal/Advertising Injury
	$1,000,000	Each Occurrence
	$ 50,000	Fire Damage
	$ 5,000	Medical Expenses

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those reasonably required by the City's Office of Risk Management. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

Contractor shall continue to maintain products/completed operations coverage in the amounts stated above for a period of one (1) year after the final completion of all work under the Contract.

Automobile Liability $1,000,000 Combined Single Limit
(Coverage for all automobiles, owned, hired, or non-owned used in performance of the Contract)

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Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, and must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement). An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

Additional Insurance Provisions

A. Additional Insured: All insurance except Workers' Compensation shall be endorsed to name the City of Jacksonville and City's members, officials, officers, employees, and agents as Additional Insured. The additional insured coverage shall only apply to the extent any damages covered by the policy are determined to be caused by the acts, actions, omissions, or neglects of Contractor or those acting on behalf of Contractor, and shall not apply to the extent caused by the additional insured's own acts, actions, omissions, or neglects or are the subject of bare allegations. Additional Insured for General Liability shall be in a form no more restrictive than CG2010 and CG2037, including Contractor's endorsement, and for Automobile Liability in a form no more restrictive than CA2048.

B. Waiver of Subrogation. All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City of Jacksonville and its members, officials, officers, employees, and agents.

C. Contractor's Insurance Primary. The insurance provided by the Contractor shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City or any City members, officials, officers, employees, and agents.

D. Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this Contract shall remain the sole and exclusive responsibility of the named insured Contractor. Under no circumstances will the City of Jacksonville and its members, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Contract.

E. Contractor's Insurance Additional Remedy. Compliance with the insurance requirements of this Contract shall not limit the liability of the Contractor or its Subcontractors, employees, or agents to the City or others. Any remedy provided to City or City's members, officials, officers, employees, or agents shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise.

F. Waiver/Estoppel. Neither approval by City of, nor its failure to disapprove, the insurance furnished by Contractor shall relieve Contractor of its full responsibility to provide insurance as required under this Contract.

G. Certificates of Insurance. Contractor shall provide the City Certificates of Insurance that show the corresponding City Contract Number in the Description, if known, Additional Insureds as provided above, and waivers of subrogation. The certificates of insurance shall be mailed to the City of Jacksonville (Attention: Chief of Risk Management), 117 W. Duval Street, Suite 335, Jacksonville, Florida 32202.

H. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes, or a company that is declared as an approved Surplus Lines carrier under Chapter 626, Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.

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I. Notice. The Contractor shall provide an endorsement issued by the insurer to provide the City thirty (30) days' prior written notice of any change in the above insurance coverage limits or cancellation, including through expiration or non-renewal. If such endorsement is not provided, the Contractor, as applicable, shall provide a thirty (30) days' written notice of any change in the above coverages or limits, or of coverages' being suspended, voided, or cancelled, including through expiration or non-renewal.

J. Survival. Anything to the contrary notwithstanding, the liabilities of the Contractor under this Contract shall survive and not be terminated, reduced, or otherwise limited by any expiration or termination of insurance coverage.

Additional Insurance. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, and with Contractors' written acceptance, the City may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the City also be named as an additional insured.

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EXHIBIT C

INDEMNIFICATION

Contractor shall hold harmless, indemnify, and defend the City of Jacksonville and City's members, officers, officials, employees, and agents (collectively the "Indemnified Parties") from and against, without limitation, any and all claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs, and expenses of whatsoever kind or nature which may be incurred by, charged to, or recovered from any of the foregoing Indemnified Parties for:

1. General Tort Liability, for any negligent act, error or omission, recklessness or intentionally wrongful conduct on the part of the Indemnifying Parties that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Indemnifying Parties' performance of the Contract, operations, services, or work performed hereunder; and

2. Environmental Liability, to the extent this Contract contemplates environmental exposures arising from or in connection with any environmental, health, and safety liabilities, claims, citations, clean-up, or damages whether arising out of or relating to the operation or other activities performed in connection with the Contract; and

3. Intellectual Property Liability, to the extent this Contract contemplates intellectual property exposures arising directly or indirectly out of any allegation that the Services, any product generated by the Services, or any part of the Services as contemplated in this Contract constitutes an infringement of any copyright, patent, trade secret, or any other intellectual property right. If in any suit or proceeding the Services or any product generated by the Services is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Parties shall immediately make every reasonable effort to secure within 60 days for the Indemnified Parties a license authorizing the continued use of the Service or product. If the Indemnifying Parties fail to secure such a license for the Indemnified Parties, then the Indemnifying Parties shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to the City so that the Service or product is non-infringing.

If an Indemnifying Party exercises its rights under this Contract, the Indemnifying Party will (1) provide reasonable notice to the Indemnified Parties of the applicable claim or liability, and (2) allow Indemnified Parties, at their own expense, to participate in the litigation of such claim or liability to protect their interests. **The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by any insurance provided pursuant to the Contract or otherwise. Such terms of indemnity shall survive the expiration or termination of the Contract.**

In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or 725.08 of the Florida Statutes, all other terms of this indemnity shall remain in full force and effect. Further, any term which offends Section 725.06 or 725.08 of the Florida Statutes will be modified to comply with said statutes.

Under no circumstances shall any party to this Agreement be liable for consequential damages, except to the extent such damages are covered by the insurance policies required herein.

Solicitation 190-0336-BAR

Roofing Services & Supplies, Waterproofing & Related Products and Services

Bid Designation: Public

Pinellas County Government

Bid 190-0336-BAR
Roofing Services & Supplies, Waterproofing & Related Products and Services

Bid Number	**190-0336-BAR**
Bid Title	**Roofing Services & Supplies, Waterproofing & Related Products and Services**
Bid Start Date	**Jun 22, 2020 3:31:20 PM EDT**
Bid End Date	**Jul 14, 2020 3:00:00 PM EDT**
Question & Answer End Date	**Jul 1, 2020 3:00:00 PM EDT**
Bid Contact	**Merry Celeste** **727-464-3559** **mceleste@co.pinellas.fl.us**
Contract Duration	**5 years**
Contract Renewal	**Not Applicable**
Prices Good for	**60 days**

Bid Comments

OBJECTIVE
This ITB is for a multiple full-service roofing contractor to perform roofing and drain inspections, repairs of various types and ages of buildings located throughout the County. The successful bidder will provide all labor and materials necessary to perform the work described in the Scope of Work.

BACKGROUND
The County requires a roofing contractor's expertise to facilitate proactive inspections and required replacement and repair of roofing systems as listed in the contract specifications. This contract encompasses buildings of various types and ages located throughout the County.

SCOPE OF WORK
Bidder shall apply, install, connect, erect, use, clean, and condition manufactured articles, materials, fixtures, and equipment in accordance with the manufacturers' specifications

This is a two-step invitation of bid (ITB) process; Step 1 consists of bidder requirements and qualifications. Once bidders have been deemed qualified, bidders will be requested to submit pricing as Step 2 of the bid process.

Step 1: See pages titled QUALIFICATION SUBMITTAL FORM section for submitting Step 1 by the Step 1 due date and time listed on Page 1.

Step 2 - An Addendum will be issued listing the bidders whom are qualified to submit bid pricing using Section D – Submittal and Bid Summary along with Page 1 of this Invitation to Bid (ITB) following other requirements of this ITB by the Step 2 due date and time listed on Page 1.

Item Response Form

Item	**190-0336-BAR--01-01 - Section E - Bid Submittal and Summary**
Quantity	**1 lump sum**
Unit Price	
Delivery Location	**Pinellas County Government**

Pinellas County Government
400 S. Ft. Harrison Ave
6th Floor Purchasing
Clearwater FL 33756
Qty 1

Description
Lump Sum from Section E Bid Submittal and Summary

Bid Title: Roofing Services & Supplies, Waterproofing & related Products and Services

Bid Number: 190-0336-B(AR)

In an effort to continue to protect the public and our County workers, we have migrated to an automated process of bid/proposal receipt submittals and bid openings. Bids and proposals will be received and opened electronically and visible to vendors and the public.

Contractors/vendors are required to register with BidSync for free in advance of a scheduled bid/proposal opening and upload the required documents as requested in the solicitation prior to the submission deadline. All bids/proposals will be opened via an electronic lockbox at the same time. Contractors/vendors will be capable of viewing bid results after they are received and opened electronically.

To register as a supplier/vendor use the following link: https://prod.bidsync.com/bidsync-basic , ("X" out the advertisement in the top right corner to proceed to registration). Once logged in, current solicitations can be accessed and visible. For additional assistance with the supplier/vendor registration process, please contact BidSync Vendor Support at 800-990-9339 option 1, option 1, open from 8am-8pm ET.

SEALED BID • DO NOT OPEN

SEALED BID NO.: 190-0336-B(AR)

BID TITLE: Roofing Services & Supplies, Waterproofing & Related Products and Services

DUE DATE/TIME: STEP 1 July, 14, 2020 @ 3:00 p.m.
STEP 2 August 4, 2020 @ 3:00 p.m.

SUBMITTED BY: _____
(Name of Company)

Please Note:

From time to time, addenda may be issued to this bid. Any such addenda will be posted on the same Web site, www.pinellascounty.org/purchase/Current_Bids1.htm , from which you obtained this bid.

Before submitting your bid you should check our Web site to download any addenda that may have been issued. Please remember to sign and return Addenda Acknowledgement Form with completed bid package if applicable.

SUBMIT TO: **PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS** **400 S. FT. HARRISON AVENUE** **ANNEX BUILDING – 6TH FLOOR** **CLEARWATER, FL 33756**	Pinellas County DEPARTMENT OF ADMINISTRATIVE SERVICES # INVITATION TO BID	**BID NUMBER: 190-0336-B(AR)**
ISSUE DATE: **June 23, 2020**	**TITLE: Roofing Services & Supplies, Waterproofing & Related Products and Services**	

SUBMITTAL DUE: Step 1 July, 14, 2020 @ 3:00 P.M.
Step 2 August 4, 2020 @ 3:00 P.M.

AND MAY NOT BE WITHDRAWN FOR 90 DAYS FROM DATE LISTED ABOVE. **BID SUBMITTALS RECEIVED AFTER SUBMITTAL DATE & TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED**

DEADLINE FOR WRITTEN QUESTIONS: **Step 1 July 1, 2020 BY 3:00 P.M.** **Step 2 July 21, 2020 BY 3:00 P.M.**	**SUBMIT QUESTIONS TO: Amanda Richardson AT ajrichardson@pinellascounty.org** **Phone: 727-464-3151**

PRE-BID DATE & LOCATION:
NOT APPLICABLE

THE MISSION OF PINELLAS COUNTY
Pinellas County Government is committed to progressive public policy, superior public service, courteous public contact, judicious exercise of authority and sound management of public resources to meet the needs and concerns of our citizens today and tomorrow.

Merry Celeste
MERRY CELESTE, CPPB
Division Director
Purchasing and Risk Management

BIDDER MUST COMPLETE THE FOLLOWING

NO CHANGES REQUESTED BY A BIDDER WILL BE CONSIDERED AFTER THE BID OPENING DATE AS ADVERTISED. BY SIGNING THIS BID FORM, YOU ARE ATTESTING TO YOUR AWARENESS OF THIS POLICY AND ARE AGREEING TO ALL OTHER BID TERMS AND CONDITIONS, INCLUDING ALL INSURANCE REQUIREMENTS.

BIDDER (COMPANY NAME): _____ **D/B/A** _____

MAILING ADDRESS: _____ **CITY / STATE / ZIP** _____

COMPANY EMAIL ADDRESS: _____

PHN: (__)_____ **FAX**: (__)_____

***REMIT TO NAME:** _____
(As Shown On Company Invoice)

_____**FEIN#**_____

CONTACT NAME: _____

Proper Corporate Identity is needed when you submit your bid, specifically how your firm is registered with the Florida Division of Corporations. Please visit www.sunbiz.org for this information.

PRINT NAME: _____

EMAIL ADDRESS: _____

I HEREBY AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS INVITATION TO BID, INCLUDING ALL INSURANCE REQUIREMENTS & CERTIFY I AM AUTHORIZED TO SIGN THIS BID FOR THE SUBMITTER.

AUTHORIZED SIGNATURE: _____

PRINT NAME/TITLE: _____

RETURN THIS FORM WITH YOUR RESPONSE

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DEFINITIONS

DEFINITIONS

Whenever the following terms, or pronouns used in place of them, are used in these Contract Documents they shall have the meanings given below:

Addendum: A modification, revision or clarification of the Plans or other Contract Documents, issued by the Purchasing Department and distributed to prospective Bidders before the bid opening.

Approved Equal: An approved equivalent item that is approved in writing, (via an Addendum to the Agreement), prior to the Bid Opening. Bidder must submit their proposed equivalent item no later than question deadline date on page 1. Any information received after this deadline will not be considered.

Bid Publication: The date on which public notice is made to request a bid/request for proposal for this Project.

Bid/Request for Proposal: The offer to perform the Work described in the Contract Documents at a specified cost.

Board of County Commissioners: Governing body of Pinellas County hereinafter referred to as the Board.

Calendar Day: Every day shown on the calendar, ending and beginning at Midnight.

Change Order: A written order authorized by the Board or County Administrator, issued by the Project Manager, and accepted by the Contractor directing certain changes, additions or reductions in the Work or in the materials used.

Commencement Date: Date established in the Notice to Proceed. Contractor shall commence the Work within fifteen (15) consecutive calendar days or as mutually agreed by the Parties, from the date of the Notice to Proceed.

Contractor: The General Contractor, the Individual, Partnership or Corporation agreeing to do the Work for the County as Prime Contractor. The Contractor may be refereed to interchangeably as Vendor and/or Bidder in this document depending on the contracting phase governed herein.

Contract Documents: All documents referred to herein in addition to all duly executed and issued addenda, legal advertisements and change orders.

FDOT: The Florida Department of Transportation.

~~**FDOT Specifications:** Florida Department of Transportation, "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION", (latest edition), and all supplemental specifications thereto.~~

Final Acceptance: Whenever the Work provided for under the Agreement has been completely performed by the Contractor, and the final inspection has been made by the Project Manager.

Final Completion: The point in which all Work is complete and all other Agreement requirements have been satisfied.

Inspector: An authorized representative of the Project Manager, assigned to make any or all necessary inspections of the Work performed and materials furnished by the Contractor.

Notice of Award: The formal document informing the Contractor of its successful selection to construct the Project.

Notice to Proceed: Formal written document informing the Contractor to begin the Work, and notifying the Contractor of the project engineer and other agency or person to which the Contractor may submit its payment request or invoice.

Owner: Is Pinellas County, a political subdivision of the State of Florida, herein after referred to as the County.

Project: All Work, materials or equipment (whether or not specifically called for) required to produce the intended result as described within the Contract Documents.

Project Manager: The individual designated by the Owner to represent the owner on all administrative matters related to the Project.

Proposal and Bid Submittal Sheets: Form, as required in Section E.

DEFINITIONS

Regular Work Day or Business Day: Any calendar day from 7:00 AM to 7:00 PM except a Saturday, Sunday or recognized holiday.

Scope of Work: The general intent of the Work to be accomplished as defined by the Project Plans and Specifications.

Specifications: The directions, provisions and requirements contained herein, together with all stipulations contained in the plans or Contract Documents, setting out or relating to the method and manner of performing the Work, or to the quantities and qualities of materials and labor to be furnished under the Agreement.

Survey Crew Day: A unit of measurement for Work by a survey crew in a calendar day.

Unforeseen Work: Conditions encountered during the performance of the Work, sub-surface or otherwise concealed, or of an unusual nature, which differ materially from those indicated in the Contract Documents.

Unspecified: A pay item included for usage as directed by the County, and for usage under conditions or circumstances unforeseen at the time of Agreement.

Work: All labor, materials & incidentals required for the construction of the improvement for which the Agreement is made, including superintendence, use of equipment & tools, and all services & responsibilities prescribed or implied, which are necessary for the complete performance by the Contractor of his obligations under the contact. Unless otherwise specified herein or in the Agreement, all costs of liability and of performing the Work shall be at the Contractor's expense.

SECTION A - GENERAL CONDITIONS

1. **BIDS:**
Bid will be prepared in accordance with the following:
(a) The enclosed Bid Summary is to be used in submitting your bid.
(b) All information required by the Bid Submittal shall be furnished.
(c) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
(d) Alternate bids will not be considered unless authorized by the Invitation to Bid.
(e) Proposed delivery time must be shown and shall include Sundays and holidays.
(f) The County is exempt from all state and federal sales, use, transportation and excise taxes. Taxes of any kind and character, payable on account of the work performed and materials furnished under the award, shall be paid by the bidder and deemed to have been included in the bid. The Laws of the State of Florida provide that sales and use taxes are payable by the bidder upon the tangible personal property incorporated in the work and such taxes shall be paid by the bidder and be deemed to have been included in the bid.
(g) Bidders shall thoroughly examine the Plans, Specifications, schedule, instructions and all other Contract documents.
(h) Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the bid conditions. Plea of ignorance by the Bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the Contract documents, will not be accepted as a basis for varying the requirements of the County or the compensation to the Bidder.
(i) Bidders are advised that all County Contracts are subject to all legal requirements provided for in the Purchasing Ordinance and/or State and Federal Statutes.

2. **DESCRIPTION OF SUPPLIES:**
(a) Any manufacturer's names, trade names, brand name, or catalog numbers used in Specifications are for the purpose of describing and establishing general quality levels. SUCH REFERENCES ARE NOT INTENDED TO BE RESTRICTIVE. Bids will be considered for all brands which meet the quality of the Specifications listed for any items.
(b) Bidders are required to state exactly what they intend to furnish otherwise they shall be required to furnish the items as specified.
(c) Bidders will submit, with their proposal, data necessary to evaluate and determine the quality of the item(s) they are bidding.

3. **SUBMISSION OF BID:**
(a) Bids or proposals shall be submitted as a PDF file. Failure to comply could result in the bid or proposal being rejected.
(b) Bid and changes thereto shall be submitted digitally through BidSync. The name and address of the Bidder, the date and hour of the bid submittal and the material or service bid shall be included.
(c) Bid must be submitted on the forms furnished. Facsimile bids will not be considered. The County reserves the right to modify the Bid Proposal by electronic/facsimile notice.

4. **REJECTION OF BID:**
(a) The County may reject a bid if:
1. The Bidder misstates or conceals any material fact in the bid.
2. The bid does not strictly conform to the law or requirements of bid including insurance requirements.
3. The bid is conditional, except that the Bidder may qualify its bid for acceptance by the County on an "all or none" basis, or a "low item" basis. An "all or none" basis bid must include all items upon which the bid was invited.
(b) The respective constitutional officer, county administrator, on behalf of the board of county commissioners or within his/her delegated financial approval authority, or director of purchasing, within his/her delegated financial approval authority, shall have the authority when the public interest will be served thereby to reject all bids or parts of bids at any stage of the procurement process through the award of a contract
(c) The County reserves the right to waive minor informalities or irregularities in any bid.

5. **WITHDRAWAL OF BID:**
(a) Bid may not be withdrawn after the time set for the bid submittal for a period of time as specified.
(b) Bid may be withdrawn prior to the time set for the bid submittal. Such request must be in writing.

6. **LATE BID OR MODIFICATIONS:**
(a) Bid and modifications received after the time set for the bid submittal will not be considered. **In addition, late bids will not be accepted, will be rejected and will be returned for any reason. The time clock stamp located in Pinellas County Purchasing Department shall be the official time stamp.** This upholds the integrity of the bidding process.
(b) Modifications in writing received prior to the time set for the bid submittal will be accepted.

SECTION A - GENERAL CONDITIONS

7. **PUBLIC REVIEW AT BID OPENING: Pursuant to Florida Statute, Section 119.071(1)(b)2, all bids submitted shall be subject to review as public records after 30 days from opening, or earlier if an intended decision is reached before the thirty day period expires. Unless a specific exemption exists, all documents submitted will be released pursuant to a valid public records request. All trade secrets claims shall be dispositively determined by a court of law prior to trade secret protection being granted.**

8. **BID TABULATION INQUIRIES:**
Inquiries relating to the results of this bid, prior to the official bid award by the Pinellas County Board of County Commissioners may be made by visiting the Pinellas County Purchasing Office. Tabulations will be posted on the Purchasing Website (www.pinellascounty.org/purchase/Current_Bids1.htm) after 30 days to comply with Florida Statute 119.071(1)(b)2.

9. **AWARD OF CONTRACT:**
   (a) The Contract will be awarded to the lowest responsive, responsible Bidder whose bid, conforming to the Invitation to Bid, is most advantageous to Pinellas County, price and other factors considered. For Invitation to Bid for Sale of Real or Surplus Property, award will be made to the highest and most advantageous bid including price and other factors considered.
   (b) The County reserves the right to accept and award item by item, and/or by group, or in the aggregate, unless the Bidder qualifies his bid by specified limitations. Re Par. 4(a) 3.
   (c) If two or more bids received are for the same total amount or unit price, quality and service being equal, the Contract shall be awarded to one Bidder by drawing lots in public.
   (d) Prices quoted must be FOB Pinellas County with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.
   (e) A written award of acceptance (Purchase Order), mailed or otherwise furnished to the successful Bidder, shall result in a binding Contract without further action by either party.

10. **BIDS FROM RELATED PARTIES OR MULTIPLE BIDS RECEIVED FROM ONE BIDDER:** Where two (2) or more related parties each submit a bid or proposal or multiple bids are received from one (1) Bidder, for any Contract, such bids or proposals shall be judged non-responsive. Related parties mean Bidders or proposers or the principles thereof, which have a direct or indirect ownership interest in another Bidder or proposer for the same Contract or in which a parent company or the principles thereof of one (1) Bidder or proposer have a direct or indirect ownership interest in another Bidder or proposer for the same Contract.

11. **LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:** The laws of the State of Florida apply to any purchase made under this Invitation to Bid Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to this bid and subsequent contract(s) including but not limited to Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA as applicable to this agreement.

12. **PROVISION FOR OTHER AGENCIES:** Unless otherwise stipulated by the Bidder, the Bidder agrees to make available to all Government agencies, departments, and municipalities the bid prices submitted in accordance with said bid terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible Users shall mean all state of Florida agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the Agreement.

SECTION A - GENERAL CONDITIONS

13. **PUBLIC RECORDS/TRADE SECRETS:** Pinellas County Government is subject to the Florida Public Records law (Chapter 119, Florida Statutes), and all documents, materials, and data submitted to any solicitation as part of the response are governed by the disclosure, exemption and confidentiality provisions relating to public records in Florida Statutes. Except for materials that are "trade secrets" or "confidential" as defined by applicable Florida law, ownership of all documents, materials, and data submitted in response to the solicitation shall belong exclusively to the County.

    To the extent that Proposer/Bidder/Quoter desires to maintain the confidentiality of materials that constitute trade secrets pursuant to Florida law, trade secret material submitted must be identified by some distinct method that the materials that constitute a trade secret, and Proposer/Bidder/Quoter shall provide an additional copy of the proposal/bid/quote that redacts all designated trade secrets. By submitting materials that are designated as trade secrets and signature of the Proposer/Bidder/Quoter Signature Page, Proposer/Bidder/Quoter acknowledges and agrees:

    (i) that after notice from the County that a public records request has been made for the materials designated as a trade secret, the Proposer/Bidder/Quoter shall be solely responsible for defending its determination that submitted material is a trade secret that is not subject to disclosure at its sole cost, which action shall be taken immediately, but no later than 10 calendar days from the date of notification or Proposer /Bidder/Quoter will be deemed to have waived the trade secret designation of the materials;

    (ii) that to the extent that the proposal/bid/quote with trade secret materials is evaluated, the County and it officials, employees, agents, and representatives in any way involved in processing, evaluating, negotiating contract terms, approving any contract based on the proposal/bid/quote, or engaging in any other activity relating to the competitive selection process are hereby granted full rights to access, view, consider, and discuss the materials designated as trade secrets through the final contract award;

    (iii) to indemnify and hold the County, and its officials, employees, agents and representatives harmless from any actions, damages (including attorney's fees and costs), or claims arising from or related to the designation of trade secrets by the Proposer/Bidder/Quoter, including actions or claims arising from the County's non-disclosure of the trade secret materials.

    (iv) that information and data it manages as part of the services may be public record in accordance with Chapter 119, Florida Statutes and Pinellas County public record policies. Proposer/Bidder/Quoter agrees prior to providing goods/services it will implement policies and procedures to maintain, produce, secure and retain public records in accordance with applicable laws, regulations, and County Policies, which are subject to approval by the County, including but limited to the Section 119.0701, Florida Statutes.

    Notwithstanding any other provision in the solicitation, the classification as trade secret of the entire proposal/bid/quote document, line item and/or total proposal/bid/quote prices, the work, services, project, goods, and/or products to be provided by Proposer/Bidder/Quoter, or any information, data, or materials that may be part of or incorporated into a contract between the County and the Proposer/Bidder/Quoter is not acceptable to the County and will result in a determination that the proposal/bid/quote is nonresponsive; the classification as trade secret of any other portion of a proposal/bid/quote document may result in a determination that the proposal/bid/quote is nonresponsive.

14. **COLLUSION:** The Bidder, by affixing his signature to this proposal, agrees to the following: "Bidder certifies that its bid is made without previous understanding, agreement, or connection with any person, firm or corporation making a bid for the same item(s) and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action".

15. **CONTRACTOR LICENSE REQUIREMENT:** All contractors performing construction and related Work in Pinellas County must comply with our regulatory legislation, Chapter 75-489, Laws of Florida, as amended. Failure to have a competency license in a regulated trade will be cause for rejection of any bid and/or Contract award.

16. **MATERIAL SAFETY DATA SHEETS REQUIREMENTS:** If any chemicals, materials, or products containing toxic substances, in accordance with OSHA Hazardous Communications Standards, are contained in the products purchased by the County as a result of this bid, the successful Bidder shall provide a Material Safety Data Sheet at the time of each delivery.

17. **RIGHT TO AUDIT:** Pinellas County reserves the privilege of auditing a Bidder's records as such records relate to purchases between Pinellas County and said Bidder. Such audit privilege is provided for within the text of the Pinellas County Code §2-156 through §2-176(j). Records should be maintained for five (5) years from the date of final payment.

18. **STATEMENT RELATIVE TO "PUBLIC ENTITY CRIMES":** Contractor is directed to the Florida Public Entity Crime Act, Fla. Stat. 287.133, and Fla. Stat. 287.135 regarding Scrutinized Companies, and Contractor agrees that its bid and, if awarded, its performance of the agreement will comply with all applicable laws including those referenced herein. Contractor represents and certifies that Contractor is and will at all times remain eligible to bid for and perform the services subject to the requirements of these, and other applicable, laws. Contractor agrees that any contract awarded to Contractor will be subject to termination by the County if Contractor fails to comply or to maintain such compliance.

19. **MULTIPLE COPIES:** Unless otherwise specified, responses to an Invitation to Bid or Request for Proposal (RFP) should be submitted in duplicate.

20. **COUNTY INDEMNIFICATION:** See agreement in Section H.

SECTION A - GENERAL CONDITIONS

21. **VARIANCE FROM STANDARD TERMS & CONDITIONS:** All standard terms and conditions stated in Section A apply to this Agreement except as specifically stated in the subsequent sections of the document, which take precedence over Section A, and should be fully understood by Bidders prior to submitting a bid on this requirement.

22. **ADA REQUIREMENT FOR PUBLIC NOTICES:** Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 727/464-4062 (voice/tdd) fax 727/464-4157, not later than seven days prior to the proceeding.

23. **"OR EQUAL" DETERMINATION:** Where bidding other than specified, the determination of equivalency will be at the sole discretion of Pinellas County and its specialized personnel.

24. **INSURANCE:** County's intent is to enforce Insurance Requirements. Any exceptions will be subject to Paragraph 35, Exceptions. It is recommended that bidder send entire bid document, including Section C, to its agent/broker/carrier to ensure bidder can meet requirements of the insurance for this contract and any cost associated with requirements is included in the bid price. Bid submittals should include bidders current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If the bidder does not currently meet insurance requirements, bidder shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place within ten (10) days after award recommendation. Failure to provide the required insurance within a ten (10) day period following award recommendation may result in the County to vacate the original recommendation and proceed with recommendation to the second lowest, responsive, responsible bidder.

25. **PROCUREMENT POLICY FOR RECYCLED MATERIALS:**

    (a) Pinellas County wishes to encourage its Bidders to use recycled products in fulfilling Contractual obligations to the County and that such a policy will serve as a model for other public entities and private sector companies.

    (b) When awarding a purchase of $5,000 or less, or recommending a purchase in excess of $5,000 for products, materials, or services, the Director of Purchasing may allow a preference to a responsive Bidder who certifies that their product or material contains the greatest percentage of postconsumer material. If they are bidding on paper products they must certify that their materials and/or products contain at least the content recommended by the EPA guidelines.

    (c) On all bids over fifty thousand dollars ($50,000) and formal quotes under fifty thousand dollars ($50,000), or as required by law, the Director of Purchasing shall require Bidders to specify which products have recycled materials, what percentage or amount is postconsumer material, and to provide certification of the percentages of recycled materials used in the manufacture of goods and commodities procured by the County.

    (d) Price preference is not the preferred practice the County wishes to employ in meeting the goals of this resolution. If a price preference is deemed to serve the best interest of the County and further supports the purchase of recycled materials, the Director of Purchasing will make a recommendation that a price preference be allowed up to an amount not to exceed 10% above the lowest complying bid received.

    Definitions for Recycled Materials:

    (a) Recovered Materials: Materials that have recycling potential, can be recycled, and have been diverted or removed from the solid waste stream for sale, use or reuse, by separation, collection, or processing.

    (b) Recycled Materials: Materials that contain recovered materials. This term may include internally generated scrap that is commonly used in industrial or manufacturing processes, waste or scrap purchased from another manufacturer and used in the same or a closely related product.

    (c) Postconsumer Materials: Materials which have been used by a business or a consumer and have served their intended end use, and have been separated or diverted from the solid waste stream for the purpose of recycling, such as; newspaper, aluminum, glass containers, plastic containers, office paper, corrugated boxes, pallets or other items which can be used in the remanufacturing process.

26. **ASBESTOS MATERIALS:**

    (a) The Bidder shall perform all Work in compliance with Federal, State and local laws, statutes, rules, regulations and ordinances, including but not limited to the Department of Environmental Protection (DEP)'s asbestos requirements, 40 CFR Part 61, Subpart M, and OSHA Section 29 CFR 1926.58. Additionally, the Bidder shall be properly licensed and/or certified for asbestos removal as required under Federal, State and local laws, statutes, rules, regulations and ordinances.

    (b) The County shall be responsible for filing all DEP notifications and furnish a copy of the DEP notification and approval for demolition to the successful Bidder. The County will furnish a copy of the asbestos survey to the successful Bidder. The Bidder must keep this copy on site at all times during the actual demolition.

SECTION A - GENERAL CONDITIONS

27. **PAYMENT/INVOICES:** Supplier shall submit invoices for payment as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 *et. Seq,* Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable
Pinellas County Board of County Commissioners
P. O. Box 2438
Clearwater, FL 33757

Each invoice shall include, at a minimum, the Supplier's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Supplier also include the information shown in below. The County may dispute any payments invoiced by SUPPLIER in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

INVOICE INFORMATION:

Supplier Information	Company name, mailing address, phone number, contact name and email address as provided on the PO
Remit To	Billing address to which you are requesting payment be sent
Invoice Date	Creation date of the invoice
Invoice Number	Company tracking number
Shipping Address	Address where goods and/or services were delivered
Ordering Department	Name of ordering department, including name and phone number of contact person
PO Number	Standard purchase order number
Ship Date	Date the goods/services were sent/provided
Quantity	Quantity of goods or services billed
Description	Description of services or goods delivered
Unit Price	Unit price for the quantity of goods/services delivered
Line Total	Amount due by line item
Invoice Total	Sum of all of the line totals for the invoice

Pinellas County offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge vendors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information please visit Pinellas County purchasing website at www.pinellascounty.org/purchase.

28. **TAXES:** Payments to Pinellas County are subject to applicable Florida taxes.

29. **TERMINATION:**

(a) Pinellas County reserves the right to terminate this Agreement without cause by giving thirty (30) days prior notice to the contractor in writing of the intention to terminate or with cause if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified.

(b) Failure of the contractor to comply with any of the provisions of this Agreement shall be considered a material breach of Agreement and shall be cause for immediate termination of the Agreement at the discretion of Pinellas County.

(c) In the event sufficient budgeted funds are not available for a new fiscal period, the County shall notify the Contractor of such occurrence and Agreement shall terminate on the last day of current fiscal period without penalty or expense to the County.

(d) In addition to all other legal remedies available to Pinellas County, Pinellas County reserves the right to terminate and obtain from another source, any items which have not been delivered within the period of time stated in proposal, or if no such time is stated, within a reasonable period of time from the date of order as determined by Pinellas County.

SECTION A - GENERAL CONDITIONS

30. **BIDDER CAPABILITY/REFERENCES:** Prior to Contract Award, any Bidder may be required to show that the company has the necessary facilities, equipment, ability and financial resources to perform the Work specified in a satisfactory manner and within the time specified. In addition, the company must have experience in Work of the same or similar nature, and can provide references, which will satisfy the County. Bidders must furnish a reference list of at least four (4) customers for whom they have performed similar services unless there is a prequalified category referenced on page 1. See Section E Qualification Submittal Form.

31. **DELIVERY/CLAIMS:** Prices quoted shall be F.O.B. Destination, FREIGHT INCLUDED and unloaded to location(s) within Pinellas County. Actual delivery address(s) shall be identified at time of order. Successful Bidder(s) will be responsible for making any and all claims against carriers for missing or damaged items.

32. **MATERIAL QUALITY:** All materials purchased and delivered against this Agreement will be of first quality and not damaged and/or factory seconds. Any materials damaged or not in first quality condition upon receipt will be exchanged within twenty-four (24) hours of notice to the Contractor at no charge to the County.

33. **WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS:** No oral interpretations will be made to any firms as to the meaning of Specifications or any other Contract Documents. All questions pertaining to the terms and conditions or scope of Work of this bid/proposal must be sent in writing (mail or fax) to the Purchasing Department and received by the date specified in ITB. Responses to questions may be handled as an addendum if the response would provide clarification to requirements of the bid. All such addenda shall become part of the Contract documents. The County will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the Agreement. The Purchasing Department will be unable to respond to questions received after the specified time frame.

34. **ASSIGNMENT/SUBCONTRACTING/CORPORATE ACQUISITIONS AND/OR MERGERS:** The Contractor shall perform this Agreement. If a Bidder intends to subcontract a portion of this Work, the Bidder must disclose that intent in the bid. No assignment or subcontracting shall be allowed without prior written consent of the County. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the County within thirty (30) business days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this Agreement, which shall not be unreasonably exercised by the County, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the County awarding a bid to a Bidder, which has disclosed its intent to assign or subcontract in its response to the ITB, without exception shall constitute approval for purposes of this Agreement. The Contractor must inform the County in writing within forty-five (45) business days if the Contractor's business entity's name changes. The Contractor will bear all responsibility and waive any rights it may have to relief for any delay in processing a payment associated with the County's inability to issue payment to the Contractor for a business entity name change that the County was not made aware of as reflected herein.

35. **EXCEPTIONS:** Bidder is advised that if it wishes to take exception to any of the terms contained in this Bid or the attached agreement it must identify the term and the exception in its response to the Bid. Failure to do so may lead County to declare any such term non-negotiable. Bidder's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.

36. **NON-EXCLUSIVE CONTRACT:** Award of this Agreement shall impose no obligation on the County to utilize the Bidder for all Work of this type, which may develop during the Agreement period. This is not an exclusive Agreement. The County specifically reserves the right to concurrently Contract with other companies for similar Work if it deems such action to be in the County's best interest. In the case of multiple-term contracts, this provision shall apply separately to each term.

37. **LOBBYING:** Lobbying shall be prohibited on all County competitive selection processes and purchasing contract awards pursuant to this division, including, but not limited to, requests for proposals, requests for quotations, requests for qualifications, bids or the award of purchasing contracts of any type. The purpose of this prohibition is to protect the integrity of the procurement process by shielding it from undue influences prior to the contract award, or the competitive selection process is otherwise concluded. However, nothing herein shall prohibit a prospective bidder/proposer/protestor from contacting the Purchasing Department or the county attorney's office to address situations such as clarification and/or pose questions related to the procurement process.

    Lobbying of evaluation committee members, County government employees, elected/appointed officials, or advisory board members regarding requests for proposals, requests for quotations, requests for qualifications, bids, or purchasing contracts, by the bidder/proposer, any member of the bidder's/proposer's staff, any agent or representative of the bidder/proposer, or any person employed by any legal entity affiliated with or representing a bidder/proposer/protestor, is strictly prohibited from the date of the advertisement, or on a date otherwise established by the Board, until either an award is final, or the competitive selection process is otherwise concluded. Any lobbying activities in violation of this section by or on behalf of a bidder/proposer shall result in the disqualification or rejection of the proposal, quotation, statement of qualification, bid or contract.

    For purposes of this provision, "lobbying" shall mean influencing or attempting to influence action or non-action, and/or attempting to obtain the goodwill of persons specified herein relating to the selection, ranking, or contract award in connection with any request for proposal, request for quotation, request for qualification, bid or purchasing contract through direct or indirect oral or written communication. The final award of a purchasing contract shall be the effective date of the purchasing contract.

    Any evaluation committee member, County government employee, elected/appointed official, or advisory board member who has been lobbied shall immediately report the lobbying activity to the Director.

SECTION A - GENERAL CONDITIONS

38. **ADDITIONAL REQUIREMENTS:** The County reserves the right to request additional goods or services relating to this Agreement from the Contractor. When approved by the County as an amendment to this Agreement and authorized in writing, the Contractor shall provide such additional requirements as may become necessary.

39. **ADD/DELETE LOCATIONS SERVICES:** The County reserves the right to unilaterally add or delete locations/services, either collectively or individually, at the County's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the County. In such case, the contractor(s) will be required to provide services to this Agreement in accordance with the terms, conditions, and Specifications.

40. **INTEGRITY OF BID DOCUMENTS**: Bidders shall use the original Bid Form(s) provided by the Purchasing Department and enter information only in the spaces where a response is requested. Bidders may use an attachment as an *addendum* to the Bid Form(s) if sufficient space is not available on the original form for the Bidder to enter a complete response. Any modifications or alterations to the original bid documents by the Bidder, whether intentional or otherwise, will constitute grounds for rejection of a bid. Any such modifications or alterations a Bidder wishes to propose must be clearly stated in the Bidder's proposal response and presented in the form of an addendum to the original bid documents.

41. **PUBLIC EMERGENCIES:** It is hereby made a part of this bid that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God that Pinellas County shall require a "First Priority" for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety, as determined by the County. Bidder/contractor agrees to rent/sell/lease all goods and services to the County or governmental entities on a "first priority" basis. The County expects to pay a fair and reasonable price for all products and services rendered or contracted in the event of a disaster, emergency, hurricane, tornado or other acts of God.

42. **JOINT VENTURES:** If this project has been deemed prequalified the joint venture must be approved by the Prequalification Committee. In addition, all Bidders intending to submit a bid as a Joint Venture are required to have filed proper documents with the Florida Department of State, the Division of Professions, Construction Industry Licensing Board and any other state or local licensing Agency prior to submitting the bid (see Section 489.119 Florida Statutes).

    Joint Venture Firms must provide an affidavit attesting to the formulation of a joint venture and provide either proof of incorporation as a joint venture or a copy of the formal joint venture Agreement between all joint venture parties, indicating their respective roles, responsibilities and levels of participation for the Project.

43. **CONFLICT OF INTEREST:**

    a) The Bidder represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder. The Bidder further represents that no person having any such interest shall be employed by him/her during the agreement term and any extensions. In addition, the Bidder shall not offer gifts or gratuities to County Employees as County Employees are not permitted to accept gifts or gratuities. By signing this bid document, the bidder acknowledges that no gifts or gratuities have been offered to County Employees or anyone else involved in this competitive invitation to bid process.

    b) The Bidder shall promptly notify the County's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the Bidder's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Bidder may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the Bidder. The County agrees to notify the Bidder of its opinion, by certified mail, within thirty days of receipt of notification by the Bidder.

    c) It is essential to government procurement that the process be open, equitable and ethical. To this end, if potential unethical practices including but not limited to collusion, receipt or solicitation of gifts and conflicts of interest (direct/indirect) etc. are observed or perceived, please report such activity to:

    Pinellas County Clerk of Circuit Court – Division of Inspector General

    Phone – 727-453-FRAUD (7283)
    Fax – 727-464-8386

SECTION A - GENERAL CONDITIONS

44. **PROTEST PROCEDURE:** As per Section 2-162 of County Code

(a) *Right to Protest.* A Vendor who is aggrieved by the contents of the bid or proposal package, or a Vendor who is aggrieved in connection with the recommended award on a bid or proposal solicitation, may file a written protest to the Director, as provided herein. This right to protest is strictly limited to those procurements of goods and/or services solicited through invitations to bid or requests for proposals, including solicitations pursuant to F.S. § 287.055, the "Consultants' Competitive Negotiation Act." No other actions or recommendations in connection with a solicitation can be protested, including: (i) requests for quotations, negotiations, qualifications or letters of interest; (ii) rejection of some, all or parts of bids or proposals; (iii) disqualification of bidders or proposers as non-responsive or non-responsible; or (iv) recommended awards less than the mandatory bid or proposal amount. Protests failing to comply with the provisions of this section shall not be reviewed.

(b) *Posting.* The Purchasing Department shall post the recommended award on or through the departmental website.

(c) *Requirements to Protest.*

(1) If the protest relates to the content of the bid or proposal package, a formal written protest must be filed no later than 5:00 p.m. EST on the fifth full Business Day after issuance of the bid or proposal package.

(2) If the protest relates to the recommended award of a bid or proposal, a formal written protest must be filed no later than 5:00 p.m. EST on the fifth full Business Day after posting of the award recommendation.

(3) The formal written protest shall identify the protesting party and the solicitation involved; include a statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances or other legal authorities which the protesting party deems applicable to such grounds; and specifically request the relief to which the protesting party deems itself entitled by application of such authorities to such grounds.

(4) A formal written protest is considered filed with the County when the Purchasing Department receives it. Accordingly, a protest is not timely filed unless it is received within the time specified above by the Purchasing Department. Failure to file a formal written protest within the time period specified shall constitute a waiver of the right to protest and result in relinquishment of all rights to protest by the bidder or proposer.

(d) *Sole Remedy.* These procedures shall be the sole remedy for challenging the content of the bid or proposal package or the recommended award.

(e) *Lobbying.* Protestors and anyone acting on their behalf, are prohibited from attempts to influence, persuade, or promote a bid or proposal protest through any other channels or means, and contacting any County official, employee, advisory board member, or representative to discuss any matter relating in any way to the solicitation being protested, other than the Purchasing Department's or county attorney's office to address situations such as clarification and/or pose questions related to the procurement process. The prohibitions provided for herein shall begin with the filing of the protest and end upon the final disposition of the protest; provided, however, at all times protestors shall be subject to the procurement lobbying prohibitions in section 2-189 of this Code. Failure to adhere to the prohibitions herein shall result in the rejection of the protest without further consideration.

(f) *Time Limits.* The time limits in which protests must be filed as specified herein may be altered by specific provisions in the bid or proposal.

(g) *Authority to Resolve.* The Director shall resolve the protest in accordance with the documentation and applicable legal authorities and shall issue a written decision to the protestor no later than 5:00 p.m. EST on the tenth full Business Day after the filing thereof.

(h) *Review of Director's Decision.*

(1) The protesting party may request a review of the Director's decision to the county administrator by delivering written request for review of the decision to the Director by 5:00 p.m. EST on the fifth full Business Day after the date of the written decision. The written notice shall include any materials, statements, and arguments which the bidder or proposer deems relevant to the issues raised in the request to review the decision of the Director.

(2) The county administrator shall issue a decision in writing stating the reason for the action with a copy furnished to the protesting party no later than 5:00 p.m. EST on the seventh full Business Day after receipt of the request for review. The decision shall be final and conclusive as to the County unless a party commences action in a court of competent jurisdiction.

(i) *Stay of Procurement During Protests.* There shall be no stay of procurement during protests.

SECTION A - GENERAL CONDITIONS

45. **DISPUTE RESOLUTION FOR PAYMENT REQUEST OR INVOICE**: Payment of invoices for work performed for Pinellas County Board of County Commissioners (County) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act. If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

A. Pinellas County shall notify a vendor in writing within ten (10) days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the vendor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the vendor should then resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.

1. Requesting department for this purpose is define as the County department for whom the work is performed.
2. Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.

B. Should a dispute result between the vendor and the County about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.

C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than forty-five (45) days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond sixty (60) days after the date on which the payment request or invoice was received by Pinellas County.

D. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the sixty (60) days timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.

E. Pinellas County Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.

F. Should the dispute be resolved in the County's favor interest charges begin to accrue fifteen (15) days after the final decision made by the County. Should the dispute be resolved in the vendor's favor the County shall pay interest as of the original date the payment was due.

G. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award shall be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party If it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.

46. **LUMBER PRODUCED IN STATE OF FLORIDA**

Per Florida Statute 255.20, lumber, timber and other forest products utilized in this contract must be produced and manufactured in Florida, if wood is a component of the project, and if such products are available and their price fitness and quality are equal.

The following does not apply:

1. To plywood specified for monolithic concrete forms.
2. If the structural or service requirements for timber for a particular job cannot be supplied by native species.
3. If the construction is financed in whole or in part from federal funds with the requirement that there be no restrictions as to species or place of manufacture.
4. To transportation projects for which federal aid funds are available.

47. PUBLIC RECORDS – CONTRACTOR'S DUTY

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the Pinellas County Board of County Commissioners, Purchasing Department, Operations Manager custodian of public records at 727-464-3311, purchase@pinellascounty.org, Pinellas County Government, Purchasing Department, Operations Manager, 400 S. Ft. Harrison Ave, 6th Floor, Clearwater, FL 33756.

SECTION B - SPECIAL CONDITIONS

Bid Title: Roofing Services & Supplies, Waterproofing & Related Products and Services
Bid Number: 190-0336-B(AR)

SECTION B – SPECIAL CONDITIONS

1. This is a two-step invitation of bid (ITB) process; Step 1 consists of bidder requirements and qualifications. Once bidders have been deemed qualified, bidders will be requested to submit pricing as Step 2 of the bid process.

   Step 1: See pages titled QUALIFICATION SUBMITTAL FORM section for submitting Step 1 by the Step 1 due date and time listed on Page 1.

   Step 2 - An Addendum will be issued listing the bidders whom are qualified to submit bid pricing using Section D – Submittal and Bid Summary along with Page 1 of this Invitation to Bid (ITB) following other requirements of this ITB by the Step 2 due date and time listed on Page 1.

2. **PRICING/PERIOD OF AGREEMENT:** Unit prices bid of listed items shall be held firm for the duration of the Agreement. Duration of the Agreement shall be to commence Work under this Agreement with an adequate force and equipment within fifteen (15) consecutive calendar days or as mutually agreed by the Parties, after receipt of written notice from the County to proceed and to fully complete all necessary Work under the same within not more than **1825** consecutive calendar days.

3. BID BOND GUARANTEE:

A. All bids must be accompanied by a Bid Bond guarantee in the sum of five percent (5%) of the base bid and made payable to Pinellas County. Said bid bond shall be a guarantee that should the bid be accepted, the Bidder will, within ten (10) days after the acceptance of its bid, enter into an Agreement with Pinellas County for the services proposed to be performed and will at that time furnish an acceptable Agreement surety. Cash, certified check, cashiers check, trust company treasurer check, company or personal checks and bank draft of any national or state bank are not acceptable.

B. Said bid bond and the monies payable thereon, will, at the option of the County, be forfeited if the Bidder fails to execute the written Agreement and furnish the required surety bond within ten (10) consecutive calendar days following written notice of the award of the Contract.

C. Attorneys-in-fact who sign bonds must file with such bond one (I) certified copy of their power of attorney to sign said bond.

D. Bid bond shall have been issued within thirty (30) days of the date for receiving bids.

4. **CONTRACT SECURITY:**

A. The Bidder shall provide a Performance Bond and a Payment Bond in the form prescribed in Section I and each in the amount of 50% of the Agreement amount, the costs of which are to be paid by the Bidder. Unless directed by a written Change Order issued by the County, the Contractor will not be directed to complete Work under the Agreement that exceeds 50% of the value of the total Agreement in any one-year period, as judged from the anniversary date of initial award. If the County issues a written Change Order to the Contractor directing the Contractor to do more than 50% of the Work in any one-year period, then the Contractor must submit within thirty (30) calendar days a Performance Bond and a Payment Bond covering the full amount of the value of the Work under this Agreement from its original underwriter, unless specifically permitted in writing by the County. The Bonds will be acceptable to the County only if the following conditions are met:

1. For contracts that do not exceed $500,000.00, the Surety Company:

   a. is licensed to do business in the State of Florida;
   b. holds a certificate of authority authorizing it to write surety bonds in this state and provides proof of same;
   c. has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued;
   d. is otherwise in compliance with the provisions of the Florida Insurance Code; and
   e. holds a currently valid certificate of authority issued by the United States Department of Treasury under 31 U.S.C. ss 9304-9308.

2. For contracts over $500,000.00, all of the requirements of paragraph A.1 above apply. In addition, the Surety Company must have a current rating of at least Excellent (A or A-) all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc., of 75 Fulton Street, New York, New York 10038, with an underwriting limitation of at least two times the dollar amount of the Agreement.

3. All bonds must be signed by an insurance agent who is licensed to do business in the state of Florida. The license may be held by a resident agent or a non-resident agent.

B. If the Surety for any Bond furnished by the Bidder is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Bidder shall, within five (5) calendar days thereafter, substitute another Bond and Surety, both of which shall be subject to the County's approval.

C. By execution of these bonds, the Surety acknowledges that it has read the Surety qualifications and Surety obligations imposed by the Contract Documents and hereby satisfies those conditions.

5. **LICENSES, PERMITS, FEES AND TAXES:**

A. Pursuant to section 218.80, Florida Statutes, Pinellas County discloses to the Contractor the following permits and fees generally which will have to be obtained by and will be payable by the Contractor who is the successful bidder or proposer. Specific permits required will be shown in Appendix 1 – Permits. Contractor will be reimbursed for the actual amount paid for the permits as evidenced by official receipts from the office(s) collecting the fees. No reimbursement will be provided for license fees. Permits/fees may include the following:

1. Impact Fees.
2. Inspection Fees.
3. Other Permits or Fees Required by Pinellas County for the Completion of the Work, if applicable.
4. License Fees: The Pinellas County Construction Licensing Board (PCCLB), an independent government agency, may require licensure or registration of a State of Florida Construction License. These are not Pinellas County Government fees, but the Contractor is hereby put on notice that fees may be required by the PCCLB. License fees are not reimbursable.

The foregoing list of fees apply only to those fees imposed by Pinellas County or imposed by another governmental agency which has assigned or delegated the responsibility for issuance of permits, licenses and conduction of inspections and attendant collection of fees to Pinellas County. The Contractor is responsible for determining if other fees and permits are required by any other Federal, State, or local governmental entity, agency, or board.

B. All sales, consumer, use, and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work, shall be paid by the Contractor.

C. Compliance with Permit and Licenses Requirements: The Contractor shall comply with all applicable Local, State and Federal permit conditions and license requirements, applicable building and construction code requirements and such other rules and regulations as may apply to the prosecution of Work. Failure of the Contractor to comply with the above-specified requirements shall result in Contractor being prohibited from performing Work pursuant to this Agreement. Any additional costs incurred by the Contractor as a result of non-compliance shall be the responsibility of the Contractor and shall not be paid by the County. Additionally, Contractor shall be required to pay any fines due as a result of non-compliance with the applicable requirements.

6. **COMPLIANCE WITH LAWS:** The Contractor agrees to comply, at its own expense, with all Federal, State and Local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to, those dealing with taxation, Workers' Compensation, equal employment, safety (including, but not limited to, the Trench Safety Act, Chapter 553.60-553.64, Florida Statutes), labor, work hours, labor conditions, environment, and related matters. If the Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify the Project Manager in writing.

7. **QUANTITIES:**

A. Quantities shown on the Bid Submittal Form are estimated for bidding purposes only and shall be verified by the Contractor before placing orders for material. No payment shall be allowed for excess materials.

B. Payment for Work performed under this Agreement shall be based on the pay items and bid quantities shown on the Bid Submittal Form, subject to such extension of pay quantities as may be required.

C. Regardless of uncertainties of material supply and production at the time of bidding, Bidders shall base their bids in strict accordance with items, materials and methods as set forth in the Contract Documents.

D. Pay items that are required to complete the scope of the Work, as defined by the Specifications may be added to the list of pay items by the Project Manager at a later date through a change order process.

8. **QUANTITIES REFLECTED IN PERMITTING DOCUMENTS**: Any construction items or quantities reflected in the permitting documents, if any, required for this Project are provided only for the purpose of enabling permitting authorities to assess the probable impact of the Project on environmental concerns, and are in no way intended to reflect or represent actual construction items or quantities for pay purposes.

9. **AFTER NOTICE OF AWARD TO CONTRACTOR:** Subsequent communications between the County and the Contractor shall be delivered to the County's representative. A pre-commencement meeting will be held following execution of the Contract Documents and prior to the Notice to Proceed.

SECTION B - SPECIAL CONDITIONS

10. **INTENT OF THE CONTRACT DOCUMENTS:**

A. It is the intent of the Contract Documents to describe a functionally complete Project (or portion thereof) to be constructed in accordance with the Contract Documents which combine to define the Scope of Work. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard Specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard Specification, manual, code, law or regulation in effect at the time the Work is performed, except as may be otherwise specifically stated herein.

B. The Contract Documents and all referenced standards cited therein are essential parts of the Agreement requirements. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete Project.

C. Plans are intended to show general arrangements, design and extent of Work. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the Plans, Specifications or other Contract Document provisions, the Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the Project Manager. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.

11. **SANITATION:** The Contractor shall provide and maintain adequate sanitary conveniences for the use of persons employed on the Work. These conveniences shall be maintained at all times without nuisance, and their use shall be strictly enforced. The location of these conveniences shall be subject to the Project Manager's approval.

12. **ERRORS AND OMISSIONS:** The Contractor shall not take advantage of any apparent error or omission in the Contract.

13. **CONTRACTORS AND SUBCONTRACTORS:**

A. Qualification

1. The Contractor shall assure that all personnel are competent, careful and reliable. All personnel must have sufficient skill and experience to properly perform the Work assigned them. All personnel shall have had sufficient experience to perform their assigned task properly and satisfactorily and to operate any equipment involved, and shall make due and proper effort to execute the Work in the manner prescribed in the Contract Documents, or the Project Manager may take action as prescribed below.

2. Whenever the Project Manager shall determine that any person is incompetent, unfaithful, intemperate, disorderly or insubordinate, such person shall upon notice, be discharged from the Work and shall not again be employed on it except with the written consent of the Project Manager. Should the Contractor fail to remove such person or persons the Project Manager may withhold all estimates which are or may become due, or may suspend the Work until such orders are complied with.

B. Identification

1. Within ten (10) days after the award of any subcontract, either by himself or a subcontractor, the Contractor shall deliver to the Project Manager a statement setting forth the name and address of the subcontractor and a summary description of the Work subcontracted.

3. The Contractor shall be as fully responsible to the County for acts and omissions the subcontractor and of persons either directly or indirectly employed by the subcontractor, as the Contractor is for the acts and omissions of persons directly employed by the Contractor.

SECTION B - SPECIAL CONDITIONS

14. **AUTHORITY OF THE PROJECT MANAGER**

A. All Work shall be done in accordance with the Contract Documents.

B. It is agreed by the parties hereto that the Project Manager shall decide all questions, difficulties and disputes, of whatever nature, which may arise relative to the interpretation of the Specifications, construction, prosecution and fulfillment of the Agreement, and as to the character, quality, amount and value of any Work done, and materials furnished, under or by reason of the Agreement.

C. The County retains the right to inspect all Work to verify compliance with the Contract Documents. The Project Manager may appoint such designees and/or representatives as desired. They shall be authorized to inspect all Work done and all materials furnished. This right of inspection in no way means or implies County control or other supervision over the Work done or the work site. This right is solely for the County's benefit and imposes no duties or responsibilities on the County and confers no rights on any other parties. Such inspection may extend to all or any part of the Work and to the manufacture, preparation or fabrication of the materials to be used. Such designees and/or representatives shall not be authorized to revoke, alter or waive any requirement of the Contract Documents.

D. The designees and/or representatives shall be authorized to call to the attention of the Contractor any failure of the Work or materials to conform to the Contract Documents, and shall have the authority to reject materials or suspend the Work until any questions at issue can be referred to and decided by the Project Manager. The Contractor shall be immediately notified in writing of any such suspension of the Work and such notice shall state in detail the reasons for the suspension. The presence of the inspector or other designee shall in no way lessen the responsibility of the Contractor.

E. <u>Contractor's Supervision</u>

1. Prosecution of Work: The Contractor shall give the Work the constant attention necessary to assure the scheduled progress and it shall cooperate fully with the Project Manager and with other Contractors at Work in the vicinity.

2. Contractor's Superintendent:

a. The Contractor shall at all times have on the Work as his agent, a competent superintendent capable of thoroughly interpreting the Specifications and thoroughly experienced in the type of Work being performed, who shall receive the instructions from the Project Manager or his/her authorized representatives. The superintendent shall have full authority to execute the orders or directions of the Project Manager and to supply promptly any materials, tools, equipment, labor and incidentals which may be required. Such superintendence shall be furnished regardless of the amount of Work sublet.

b. The Contractor's superintendent shall speak and understand English, and at least one responsible person who speaks and understands English shall be on the Project during all working hours.

3. Supervision for Emergencies: The Contractor shall have a responsible person available at or reasonably near the work site on a twenty-four (24) hour basis, seven (7) days a week, in order that he/she may be contacted in emergencies and in cases where immediate action must be taken to maintain traffic or to handle any other problem that might arise. The Contractor's responsible person for supervision for emergencies shall speak and understand English. The Contractor shall submit, by certified mail, phone numbers and names of personnel designated to be contacted in cases of emergencies ~~along with a description of the Project location to the Florida Highway Patrol and all other local law enforcement agencies~~.

~~4. Worksite Traffic Supervisor: (When the work involves road construction/reconstruction or changes affect normal traffic patterns)~~

~~a. The Contractor shall have a Worksite Traffic Supervisor who will be responsible for initiating, installing and maintaining all traffic control devices as described in Section 102 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, and in the Plans. The Worksite Traffic Supervisor shall have at least one year of experience directly related to worksite traffic control in a supervisory or responsible capacity and shall be certified by the American Traffic Safety Services Association Worksite Traffic Supervisor Certification Program or an equal approved by the Florida Department of Transportation. Approved alternate Worksite Traffic Supervisors may be used when necessary.~~

~~b. The Worksite Traffic Supervisor shall be available on a twenty-four (24) hour per day basis and shall review the Project on a day to day basis as well as being involved in all changes to traffic control. The Worksite Traffic Supervisor shall have access to all equipment and materials needed to maintain traffic control and handle traffic related situations. The Worksite Traffic Supervisor shall ensure that routine deficiencies are corrected within a 24-hour period.~~

~~c. The Worksite Traffic Supervisor shall be available on the site within forty-five (45) minutes after notification of an~~

~~emergency situation, prepared to positively respond to repair the Work zone traffic control or to provide alternate traffic arrangements.~~

~~d. Failure of the Worksite Traffic Supervisor to comply with the provisions of the Sub-article may be grounds for decertification or removal from the Project or both. Failure to maintain a designated Worksite Traffic Supervisor or failure to comply with these provisions will result in temporary suspension of all activities except traffic and erosion control and such other activities deemed to be necessary for Project maintenance.~~

F. General Inspection Requirements

1. Cooperation by the Contractor: No Work shall be done nor materials used, without suitable supervision or inspection by the Project Manager or his/her representative, and the Contractor shall furnish the Project Manager with every reasonable facility for ascertaining whether the Work performed and materials used are in accordance with the requirements and intent of the Plans and Specifications. If the Project Manager so requests, the Contractor shall, at any time before final acceptance of the Work, remove or uncover such portions of the finished Work as may be directed. After examination, the Contractor shall restore the uncovered portions of the Work to the standard required by the Specifications. Should the Work so exposed or examined prove unacceptable, the uncover or removal, and the replacing of the covering or making good of the parts removed, shall be at the Contractor's expense. However, should the Work thus exposed or examined prove acceptable, the uncovering or removing, and the replacing of the covering or making good of the parts removed, shall be paid for as Unforeseeable Work.

2. Failure of the Project Manager to Reject Work During Construction: If, during or prior to construction operations, the Project Manager should fail to reject defective Work or materials, whether from lack of discovery of such defect or for any other reason, such initial failure to reject shall in no way prevent his/her later rejection when such defect is discovered, or obligate the County to final acceptance, and the Contractor shall make no claim for losses suffered due to any necessary removals or repairs of such defects.

3. Failure to Remove and Renew Defective Materials and Work:

   a. Should the Contractor fail or refuse to remove and renew any defective materials used or Work performed, or to make any necessary corrections in an acceptable manner and in accordance with the requirements of the Specifications, within the time indicated in writing, the Project Manager shall have the authority to cause the unacceptable or defective materials or Work to be repaired, removed and renewed, as may be necessary; all at the Contractor's expense.

   b. Any expense incurred by the County in making these repairs, removals, or renewals, which the Contractor has failed or refused to make, shall be paid for out of any moneys due or which may become due the Contractor, or may be charged against the Performance Bond. Continued failure or refusal on the part of the Contractor to make any or all necessary repairs promptly, fully and in an acceptable manner shall be sufficient cause for the County, at its option, to perform the Work with its own organization, or to contract with any other individual, firm or corporation to perform the Work. All costs and expenses incurred thereby shall be charged against the defaulting Contractor and the amount thereof deducted from any moneys due or which may become due him, or shall be charged against the applicable bond. Any Work performed subsequent to forfeiture of the Agreement, as described in this Paragraph, shall not relieve the Contractor in any way of its responsibility for the Work performed by it.

4. Inspection by the Federal Government: When the Work involves the Federal Government it is to pay a portion of the cost of construction the construction Work will be subject to inspection by its representatives as they may deem necessary, but such inspection will in no case make the Federal Government a party to Agreement.

SECTION B - SPECIAL CONDITIONS

15. **PROSECUTION OF WORK ON SATURDAYS, SUNDAYS AND RECOGNIZED HOLIDAYS**

A. All Work must be done during Regular Work Day hours (7:00 AM to 7:00 PM) Monday through Friday. The County may require alternative Work hours due to specific individual Project conditions when necessary. Work will not be done beyond hours specified herein or on Saturdays, Sundays or holidays unless authorized in advance by the Project Manager to meet special requirements. Contractor must comply with the County noise ordinance.

B. Work will not be permitted on Saturdays, Sundays and recognized Holidays unless permission to Work has been requested in writing by the Contractor and approval, in writing, has been granted by the Project Manager. Request for permission to Work must be received by the Project Manager no less than twenty-four (24) hours prior to the regular Work day.

C. No Work will be permitted on:

New Year's Day
Independence Day
Thanksgiving Day
Christmas Day

D. When approval is granted in accordance with the provisions stated above, Work will be allowed on:

Martin Luther King, Jr. Day
Memorial Day
Labor Day
Veterans Day
Friday after Thanksgiving Day

If Christmas or New Year's Day shall fall on Tuesday or Thursday, the preceding Monday or the following Friday shall be recognized as a holiday also. If any recognized holiday shall fall on a Saturday, the preceding Friday shall be observed as a holiday. If any recognized holiday shall fall on a Sunday, the following Monday shall be observed as a holiday.

16. **PINELLAS COUNTY'S COMMITMENT TO SAFETY**

A All work shall be completed in a safe manner and consideration for cost of any equipment needed to perform contract in a safe manner, including personal protection equipment, shall be included in the contract bid.

B If County discovers an unsafe act or condition in contractor's performance under this contract, County shall inform Project Manager of unsafe act or condition. If unsafe act or condition poses the threat of imminent danger, Project Manager shall be authorized to stop work until unsafe act or condition is remedied. No time extension shall be allowed. If remedy causes contractor to fail to meet the time specified, County shall be entitled to liquidated damages as outlined under 21.B. If unsafe act or condition is does not pose the threat of imminent danger, Project Manager shall be authorized to require contractor remedy the unsafe act or unsafe condition as soon as possible, but in no event later than 3 days from date of notice. No time extension shall be allowed. If remedy causes contractor to fail to meet the time specified, County shall be entitled to liquidated damages as outlined under 21.B.

SECTION B - SPECIAL CONDITIONS

17. **CHANGES IN THE WORK**

A. If changes to the Scope of the Work are required or if the Contract time or the total Contract Amount is increased by the additional Work, a Change Order approved by the Board will be required.

B. Should a Change Order be required, and the County and the Contractor are unable to agree on the requested change, the Contractor shall, nevertheless, promptly perform the change as directed in writing by the Project Manager. If the Contractor disagrees with the Project Manager's adjustment determination, the Contractor must make a claim pursuant to the Claims and Dispute Section herein, or else be deemed to have waived any claim on this matter it might otherwise have had.

C. In an emergency endangering life or property, or as expressly set forth herein, the Project Manager has the authority to order the necessary Work in writing. The County shall not be liable to the Contractor for any increased compensation without such written order. The payment authorized by a written order shall represent full and complete compensation to the Contractor for labor, materials, incidental expenses, overhead, profit, impact costs, and time associated with the Work authorized by such written order.

D. Execution by the Contractor of a properly authorized Change Order (see Appendix Sample Change Order) shall be considered a waiver of all claims or requests for additional time or compensation for any activities prior to the time of execution related to items included in the Change Order.

18. **CLAIMS AND DISPUTES**

A. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between the County and the Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a claim shall rest with the party making the Claim.

B. Claims by the Contractor shall be made in writing to the Project Manager within two (2) regular Work days after the commencement of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the claim. Written supporting data shall be submitted to the Project Manager within fifteen (15) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All Claims shall be priced in accordance with provisions of the section in this document entitled *Changes in the Work.*

C. The Contractor shall proceed diligently with its performance as directed by the County, regardless of any pending Claim, action, suit, or administrative proceeding, unless otherwise agreed to by the County in writing. The County shall continue to make payments in accordance with the Contract Documents during the pendency of any Claim.

SECTION B - SPECIAL CONDITIONS

19. MEASUREMENT AND PAYMENT

A. All Work completed under the terms of this Agreement shall be measured according to United States Standard Measures.

B. All measurements shall be taken horizontally or vertically, unless specifically provided otherwise.

C. In the measurement of items to be paid for on the basis of area of finished Work, when the pay quantity is designated to be determined by calculation, the lengths and/or widths to be used in the calculations shall be the station-to-station dimensions shown on the Plans, the station-to-station dimensions actually constructed within the limits designated by the Manager, or the final dimensions measured of the completed Work within the lines shown on the Plans or designated by the Project Manager. The method, or combination of methods, shall be those which reflect with reasonable accuracy the actual area of finished Work as determined and authorized by the Project Manager.

D. The Contractor shall accept compensation provided under the terms of this Agreement as full payment for furnishing all materials and for performing all Work contemplated and embraced under this Agreement. Such compensation shall also be for any and all loss or damage arising out of the nature of the Work or from the action of the elements, or from any unforeseen difficulties or obstructions encountered during the Agreement Time until final acceptance by the County.

E. Whenever any change, or combination of changes in the Specifications, results in an increase or decrease in the original Contract quantities, and the Work added or decreased/eliminated is of the same general character as that called for in the Specifications, the Contractor shall accept payment in full at the original schedule of values for the actual quantity of Work performed, with no allowance for any loss of anticipated profits.

F. Where the pay quantity for an item is designated to be Lump Sum, and the Plans or Specifications indicate an estimated quantity, compensation for that item will be adjusted proportionately if a plan change results in a significant change in the quantity from such estimated plan quantity.

G. Failure to construct any item to plan or authorized dimensions within the Specification tolerances shall result in reconstruction by the Contractor to acceptable tolerances at no additional cost to the County, acceptance at no pay, or acceptance at reduced final pay as determined by the Project Manager.

Waiver of Claims

1. The Contractor's acceptance of final payment shall constitute a full waiver of any and all Claims by the Contractor against the County arising out of this Agreement or otherwise related to the Project, except those previously made in writing and identified by the Contractor as unsettled at the time the final estimate is prepared.

2. Neither the acceptance of the Work nor payment by the County shall be deemed to be a waiver of the County's rights to enforce any continuing obligations of the Contractor hereunder or to the recovery of damages for defective Work not discovered by the County at the time of final inspection.

Termination of Contractor's Responsibility: The Agreement will be considered complete when all Work has been completed and has been accepted by the Board. The Contractor will then be released from further obligation except as set forth in his bonds and in this Division.

20. **PAYMENTS WITHHELD:** To the maximum extent permitted by §218.735, Florida Statutes (2007), the Project Manager may decline to certify for payment or County may decline to approve any Certificate for Payment, or portions thereof issued by Project Manager, because of subsequently discovered evidence or subsequent inspections. County may nullify the whole or any part of any Certificate for Payment previously issued and County may withhold any payments otherwise due Contractor under this Agreement or any other agreement between County and Contractor, to such extent as may be necessary in County's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by Contractor; or (g) any other material breach of the Contract Documents. If these conditions are not remedied or removed, County may, after three (3) days written notice, rectify the same at Contractor's expense.

21. **COVENANT AGAINST CONTINGENT FEES:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the County shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement Amount or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

SECTION B - SPECIAL CONDITIONS

~~22. **LANDS FOR WORK AND ACCESS THERETO**~~

~~A. The County will furnish and define the limits of land for access to the construction site and for the site proper. All information shown in the Contract Documents constitutes the extent of land provided by the County. Any and all other lands required by the Contractor shall be procured by the Contractor at the Contractor's expense.~~

~~B. As the work progresses, the Contractor shall keep the site reasonably clear of rubbish, trash, waste and other disposable materials on a daily basis. If the Contractor allows the site to become littered and unsightly, any payments otherwise due may be withheld until the Contractor cleans up the site to the satisfaction of the Project Manager. If the Contractor fails to clean-up the site, the County may choose to clean-up the site at the Contractor's expense.~~

~~C. Temporary buildings (storage sheds, shops, offices, etc.) may be erected by the Contractor only with the approval of the Project Manager after obtaining necessary permits, and shall be built with labor and materials furnished by the Contractor without expense to the County. Such temporary buildings and/or utilities shall remain the property of the Contractor and will be removed by the Contractor at its expense upon the completion of the Work. With the written consent of the Project Manager, such buildings and/or utilities may be abandoned and need not be removed.~~

23. **SITE INVESTIGATION**

A. Each Contractor shall visit the site of the proposed Work and fully acquaint itself with conditions relating to construction and labor so that it may fully understand the facilities, difficulties and restrictions attending the execution of Work under the Agreement. The Contractor shall thoroughly examine and be familiar with the Contract Documents. Failure or omission of the Contractor to receive or examine any form, instrument, addendum or other documents, or to visit the site and acquaint himself with conditions existing thereon, shall in no way relieve the Contractor from any obligation with respect to the Agreement. Pinellas County does not warrant the accuracy or completeness of these reports, soil samples, or any other site condition information or data made available including, but not limited to, underground utility location. The submission of a bid shall be taken as prima-facie evidence of compliance with this section.

~~The County does not warrant the accuracy or completeness of these reports, soil samples, or any other site condition information or data made available including, but not limited to, underground utility location. The submission of a bid shall be taken as prima-facie evidence of compliance with this paragraph.~~

B. The Contractor acknowledges that he has satisfied himself as to the nature and location of the Work; the general and local conditions, including but not restricted to, those bearing upon transportation, disposal, handling and storage of materials; availability of labor, water, electric power, roads; and uncertainties of weather, river stages, tides or similar physical conditions at the site; the conformation and conditions of the ground; the character of equipment and facilities needed preliminary to and during prosecution of the Work.

~~C. The Contractor further acknowledges that it has satisfied itself as to the character, quality and quantity of surface and subsurface materials, obstacles, or conditions to be encountered.~~

D. Any failure by the Contractor to acquaint itself with any aspect of the Work or with any of the applicable conditions shall not relieve the Contractor from responsibility for adequately evaluating the difficulty or cost of successfully performing the Work under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

E. The County assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the County. The County also assumes no responsibility for any understanding or representations made by its officers or agents during or prior to the execution of this Agreement, unless such understanding or interpretations are made in writing.

SECTION B - SPECIAL CONDITIONS

24. **PROTECTION OF EXISTING STRUCTURES, UTILITIES, WORK AND VEGETATION**

A. Location of existing structures and utilities provided in the Contract Documents are approximate only. Any damage to existing structures or Work of any kind, or the interruption of a utility service resulting from failure to comply with the requirements of the Contract Documents, shall be repaired or restored promptly by, and at the expense of the Contractor.

B. The Contractor will preserve and protect all existing vegetation such as trees, shrubs and grass on or adjacent to the site which do not unreasonably interfere with the construction as may be determined by the Project Manager. The Contractor will be responsible for all unauthorized cutting or damaging of trees and shrubs, including damage due to careless operation of equipment, stockpiling of materials or tracking of grass areas by equipment.

~~C. The Contractor's attention is directed to the fact that Type "A" or Type "B" TREE PROTECTION BARRIERS, as per Pinellas County Project Manager Department Index No. 1111, shall be constructed when called for on the Plans, or as directed by the Project Manager. Barriers shall be maintained in place until their removal is directed by the Project Manager.~~

~~D. Care will be taken by the Contractor in felling trees authorized for removal to avoid unnecessary damage to vegetation that is to remain in place. Any limbs or branches of trees broken during such operations shall be trimmed without cutting into the trunk and left with a clean cut and a small stub. The Contractor will be liable for, or may be required to replace or restore at its own expense, all vegetation that may be destroyed or damaged due to the Contractor's failure to protect and preserve same as required herein.~~

E. Where the Contractor hauls material or equipment to the Project over roads and bridges on the State road system, County road system or City street system, and such use causes damage, the Contractor shall immediately, at its expense, repair such road or bridge to as good a condition as before the hauling began. Such hauling shall be conducted in accordance with all applicable environmental and safety regulations.

F. The Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If the Contractor or any one for whom the Contractor is legally liable for is responsible for any loss or damage to the Work, or other Work or materials of the County or County's separate contractors, the Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due the Contractor.

G. The Contractor shall not disturb any benchmark established by the County with respect to the Project. If the Contractor, or its subcontractors, agents or any one for whom the Contractor is legally liable, disturbs County benchmarks, the Contractor shall immediately notify the Project Manager. The County shall have the benchmarks reestablished and the Contractor shall be liable for all costs incurred by the County associated therewith.

25. **OTHER WORK**

A. The Contractor will cooperate with County forces or others who may be engaged in authorized Work prior to final completion of the Project.

B. The Contractor shall cooperate with the owners of any underground or overhead utility lines in their removal and rearrangement operations in order that these operations may progress in a reasonable manner and that service rendered by these parties will not be interrupted.

C. The County may perform other Work related to the Project at the site by the County's own forces, have other Work performed by utility owners or let other direct contracts. If the fact that such other Work is to be performed is not noted in the Contract Documents, notice thereof will be given to the Contractor. If the Contractor believes that such performance will involve additional expense to the Contractor or require additional time, the Contractor shall send written notice of that fact to the County and the Project Manager within forty-eight (48) hours of being notified of the other Work. If the Contractor fails to send the above required forty-eight (48) hour notice, the Contractor will be deemed to have waived any rights it otherwise may have had to seek an extension to the Agreement Time or adjustment to the Agreement Amount.

The Contractor shall afford each utility owner and other contractors (or the County, if the County is performing the additional Work with the County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such Work and shall properly connect and coordinate its Work with theirs. The Contractor shall not endanger any Work of others by cutting, excavating or otherwise altering their Work and will only cut or alter their Work with the written consent of the Project Manager and the others whose Work will be affected.

D. If any part of the Contractor's Work depends, for proper execution or results, upon the Work of any other contractor other than a subcontractor or utility owner, the Contractor shall inspect and promptly report to the Project Manager, in writing, any delays, defects or other problems in such other Work that render it impossible for the Contractor to obtain proper execution or results. The Contractor's failure to report will constitute an acceptance of the other Work as fit and proper for integration with the Contractor's Work.

26. **TERMINATION**

A. Termination for Default

1. The Contractor shall be considered in material default of the Agreement and such default shall be considered cause for the County to terminate the Agreement, in whole or in part, as further set forth in this paragraph, for any of the following reasons:

   a. Failing to begin Work under the Contract Documents within the time specified herein;
   b. Failing to properly and timely perform the Work as directed by the Project Manager or as provided for in the approved Construction Progress Schedule;
   c. Performing the Work unsuitably or neglecting or refusing to remove materials or to correct or replace such Work as may be rejected as unacceptable, unsuitable or otherwise defective;
   d. Discontinuing the prosecution of the Work;
   e. Failing to resume Work that has been suspended within a reasonable time after being notified to do so;
   f. Becoming insolvent or declared bankrupt, or committing any act of bankruptcy;
   g. Allowing any final judgment to stand unsatisfied for more than ten days;
   h. Making an assignment for the benefit of creditors;
   i. Failing to obey laws, ordinances, regulations or other codes of any governmental authority with jurisdiction on the Project;
   j. Failing to perform or abide by the terms or spirit of the Contract Documents.

2. The County shall notify the Contractor in writing of the Contractor's default. If the County determines that the Contractor has not taken substantial steps toward effecting a remedy or cure of the default or defaults in its performance within seven (7) calendar days following receipt by the Contractor of written notice of default or defaults, then the County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties, and without prejudice to any other right it may be entitled to hereunder or by law, may terminate the Contractor's right to proceed under this Agreement, in whole or in part, and may take possession of the Work and any materials, tools, equipment, and appliances of the Contractor, take assignments of any of the Contractor's subcontracts and purchase orders and complete the Contractor's Work by whatever means, method or agency which the County, in its sole discretion, may choose.

3. If the County deems any of the foregoing remedies necessary, the Contractor agrees it shall not be entitled to receive any further payment until after the Work is completed. All money expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses, (including Project Manager and Architectural fees) or damages incurred by the County incident to such completion, shall be deducted from the Agreement Amount, and if such expenditures exceed the unpaid balance of the Agreement Amount, the Contractor agrees to pay promptly to the County on demand, the full amount of such excess, including costs of collection, and interest thereon at the maximum legal rate of interest until paid.

   The liability of the Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained and obligations assumed by the County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or relating to the Work, and in settlement, discharge, or compromise of any claims, demands, suits or judgments pertaining to or arising out of the Work hereunder.

4. If after notice of termination of the Contractor's right to proceed pursuant to this subparagraph A, "Termination for Default", it is determined for any reason that the Contractor was not in default or that its default was excusable, or that the County is not entitled to the remedies against the Contractor provided herein, then the Contractor's remedies against the County shall be the same as and limited to those afforded the Contractor pursuant to the Termination for Convenience subparagraph B below.

B. Termination for Convenience and Right of Suspension

1. The County shall have the right to terminate or suspend this Agreement, in whole or in part; without cause upon thirty (30) calendar days written notice to the Contractor.

2. In the event of such termination or suspension for convenience, the Contractor's sole recovery against the County shall be limited to that portion of the Agreement Amount earned through the date of termination or suspension, together with any retainage withheld and reasonable termination or suspension expenses incurred, but the Contractor shall not be entitled to any other or further recovery against the County, including, but not limited to, damages and any anticipated profit or Work not performed.

SECTION B - SPECIAL CONDITIONS

27. MATERIALS

1. Delivery Tickets: The Contractor shall submit a copy of all delivery tickets for materials used on the Project, regardless of the basis of payment.

~~2. Job Mix Formula for Asphaltic Concrete: Attention is directed to the provisions of the "PINELLAS COUNTY, FLORIDA - SPECIFICATIONS FOR HOT BITUMINOUS MIXTURES, PLANT METHODS, EQUIPMENT AND CONSTRUCTION METHODS, latest edition," which require the submission of job mix formulas for asphaltic concrete, of the type specified, at least fourteen (14) days before plant operations begin. The submitted formula shall be approved by the Project Manager. The Contractor shall prepare the mix formula to be submitted to the Project Manager.~~

~~3. Job Mix Formula for Portland Cement Concrete: Attention is directed to the requirement that job mix design formulas for all Portland Cement Concrete, of the type specified, be submitted at least fourteen (14) days prior to use on the Project. The submitted formulas shall be approved by the County and/or its agents prior to its use. All concrete mix designs shall meet Florida D.O.T. Concrete Class mix guidelines or the requirements included in the Technical Specifications included in these Contract Documents.~~

4. All Job mix formulas shall be submitted to the Project Manager.

28. **RIGHT TO AUDIT**

A. All of the Contractor's records related to the performance of this Agreement shall be open to inspection and subject to reproduction by the Project Manager during normal working hours to the extent necessary to permit adequate evaluation and verification of any invoices for payment, or claims, submitted by the Contractor or any of its payees pursuant to the execution of the Agreement. Such records shall include, but not be limited to, accounting records, written policies and procedures, subcontractor files, original estimates, estimating work sheets, correspondence, Change Order files (including the documentation of negotiated settlements), any supporting evidence necessary to substantiate charges related to this Agreement, and any records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement.

B. For the purpose of such audits, inspections, examinations and evaluations the Project Manager shall have access to the said records from the effective date of this Agreement, for the duration of the Work, and until thirty-six (36) months after the date of final payment by the County to the Contractor for performance under this Agreement. The Contractor hereby agrees to maintain said records in safe and dry storage until the end of this time period.

C. The Project Manager shall have access to the Contractor's facilities and all necessary records in order to conduct audits in compliance with this Paragraph.

29. **INTEREST ON JUDGMENTS:** In the event of any disputes between the parties to this Agreement, including without limited thereto, their assignees and/or assigns, arising out of or relating in any way to this Agreement, which results in litigation and a subsequent judgment, award or decree against either party, it is agreed that any entitlement to post judgment interest, to either party and/or their attorneys, shall be fixed by the proper court at the rate of five (5%) percent, per annum, simple interest. Under no circumstances shall either party be entitled to pre-judgment interest. The parties expressly acknowledge and, to the extent allowed by law, hereby opt out of any provision of federal or state statute not in agreement with this Paragraph.

30. **DRAINAGE:** The Contractor shall so conduct its operations and maintain the Work in such condition that adequate drainage will be in effect at all times.

31. **CONFORMITY OF WORK WITH SPECIFICATIONS**

A. All Work performed and all materials furnished shall be in reasonably close conformity with the lines, grades, cross sections, dimensions, and material requirements, including tolerances, shown in the Specifications.

B. In the event the Project Manager or Consultant finds the materials or the finished product in which the materials are used not within reasonably close conformity with the Plans and Specifications, but that reasonably acceptable Work has been produced, he/she shall then make a determination if the Work shall be accepted and remain in place. In this event, the Project Manager will document the basis of acceptance by Contract modification which will provide for an appropriate adjustment in the Agreement Amount for such Work or materials as he deems necessary to conform to his/her determination based on Project Managers judgment.

32. **LABORATORY TESTING:** Cost of all required laboratory testing shall be borne by the County, except that the cost of all re-testing due to defective materials or construction shall be borne by the CONTRACTOR. Testing shall be in accordance with the applicable portions of Specifications and Plans. The Contractor shall also be responsible for all related laboratory costs associated with cancellation of scheduled testing due to Work not completed and ready for testing at the scheduled time.

SECTION B - SPECIAL CONDITIONS

33. **GUARANTEE OF WORK:** All Work shall be guaranteed for twelve (12) months after the date on the certificate of completion and final acceptance of the Work unless otherwise specified. The guarantees are to be construed as being supplemental in nature and in addition to any and all other remedies available to the County under the laws of the State of Florida.

34. **WARRANTY:** The Contractor shall obtain and assign to the County all expressed warranties given to the Contractor or any subcontractors by any material suppliers, equipment or fixtures to be incorporated into the Project. The Contractor warrants to the County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. The Contractor further warrants to the County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. Unless otherwise specified, if within twelve (12) months after the date on the Certificate of Completion and final acceptance, any Work is found to be defective or not in conformance with the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Manager. The Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which the County is entitled as a matter of law.

35. **SUBMISSION OF BIDS:** Paper documents must be provided, but should be accompanied by an equivalent electronic PDF file. Provide one original and one copy on paper, plus two (2) CDs/DVDs or travel drives in PDF format. The preferred method is PDF conversion from the Contractors source files (to minimize file size and maximize quality and accessibility) rather than scanning.

Instructions for Providing Files in PDF Format to Pinellas County Government

A. Why does Pinellas County Government want all the documents as PDF files?
Answer- It's much more efficient to go paperless, and PDF is a universal file format that fits perfectly into government workflow processes.

B. How do I convert my files to PDF format?
Answer- If you have a program such as Adobe Acrobat, creating a PDF of any file is a simple print function. Rather than printing to a traditional printer, the file converts to a PDF format copy of your original. Any program (such as Word, PowerPoint, Excel, etc.) can be converted this way by simply selecting the print command and choosing PDF as the printer.

C. Should I scan everything and save as PDF?
Answer- Not unless you are scanning with OCR (optical character recognition). Scanning will create unnecessarily large files because a scan is just a picture of a page rather than actual page text. Furthermore, the result of scanning is that your pages will not look nearly as "clean" or professional as simply using the print to PDF method from the program from which the file originates. Additionally, since scan pages are pictures of text, not really text, they may not be considered accessible* under Federal ADA guidelines (*unless the scans are OCR)

D. My document is a compilation of multiple sources. Should I send multiple PDF files?
Answer- You may, however merging pages/files is a very simple process within PDF.

E. How do I get my PDF files to Pinellas County Government?
Answer- They may be provided on any medium that is compatible with a standard PC. A CD is generally the simplest method. Please label the CD with a listing of contents. Provide the files to whoever your Pinellas County contact is for the Project you are working on. For PDF technical support, contact **webadmin@pinellascounty.org**

Tips & Best-Practice Recommendations

1. File names should clearly identify the file. Avoid cryptic or extremely long file names.
2. File names should not include spaces or special characters (stick to letters, numbers and dashes).
3. For example **MyCompany-bid-3000-oct-2009.pdf**
4. Check the PDF files to make sure they are functional before you send them.
5. If the file is large and has a table of contents, adding links makes your files much more user friendly.
6. To maximize the usefulness and audit-ability of your files, it's recommended to add some identifier (AKA metadata) information to the PDF files. To do this is simple. After you've converted your file to PDF, using Acrobat select File-Properties, and add the name of the author, subject, and any additional info you like to make the source of the document clearly traceable.

SECTION C – INSURANCE REQUIREMENTS

SECTION C - INSURANCE REQUIREMENTS:

The recommended vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below, prior to award of contract. Failure to provide the required insurance within the requested timeframe may result in your bid submittal deemed non-responsive.

The Contracted vendor shall obtain and maintain, and require any sub-contractors to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Contractor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better.

a) Bid submittals should include, the Bidder's current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Bidder does not currently meet insurance requirements, bidder shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place prior to the award of contract.

b) Bidder shall email certificate that is compliant with the insurance requirements to **Amanda Richardson, ajrichardson@pinellascounty.org.** If certificate received with bid was a compliant certificate no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.** The certificate must name Pinellas County, a Political Subdivision of the State of Florida **400 S fort Harrison Avenue Clearwater, FL 33756**, as certificate holder. Certificate marked "Sample", or blank certificate holder information are not compliant.

c) Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the Bid and/or contract period.

d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Bidder and any subcontractors to meet the requirements of the Agreement shall be endorsed to include **Pinellas County a Political subdivision of the State of Florida** as an Additional Insured.

e) If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the Work, you will be notified by CTrax, the authorized vendor of Pinellas County. Upon notification, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@ididata.com by the Bidder or their agent prior to the expiration date

   (1) Bidder shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Bidder from its insurer. Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve Bidder of this requirement to provide notice.

   (2) Should the Bidder, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Bidder for such purchase or offset the cost against amounts due to bidder for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.

f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds $50,000.

g) If subcontracting is allowed under this Bid, the Prime Bidder shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than $500,000 for Workers' Compensation/Employers' Liability, and $1,000,000 for General Liability and Auto Liability if required below.*

SECTION C – INSURANCE REQUIREMENTS

(1) All subcontracts between Bidder and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Bidder to the same extent Bidder is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Bidder to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. Bidder shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.

h) Each insurance policy and/or certificate shall include the following terms and/or conditions:

(1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Bidder is a Joint Venture per Section A. titled Joint Venture of this Bid, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.

(2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.

(3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.

(4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.

(5) All policies shall be written on a primary, non-contributory basis.

(6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the Bidder is only using employees named on such list to perform work for the County. Should employees not named be utilized by Bidder, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Bidder to be in default and take such other protective measures as necessary.

(7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Bidder and subcontractor(s).

SECTION C – INSURANCE REQUIREMENTS

i) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers' Compensation Insurance

Limit Florida Statutory

Employers' Liability Limits

Per Employee	$ 500,000.00
Per Employee Disease	$ 500,000.00
Policy Limit Disease	$ 500,000.00

(2) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

Limits

Combined Single Limit Per Occurrence	$ 1,000,000.00
Products/Completed Operations Aggregate	$ 2,000,000.00
Personal Injury and Advertising Injury	$ 1,000,000.00
General Aggregate	$ 2,000,000.00

(3) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired, and non-owned vehicles. If the Bidder does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Bidder can show that this coverage exists under the Commercial General Liability policy.

Limit

Combined Single Limit Per Accident	$ 1,000,000.00

(4) Excess or Umbrella Liability Insurance excess of the primary coverage required, in paragraphs (1), (2), and (3) above:

Limits

Each Occurrence	$ 1,000,000.00
General Aggregate	$ 1,000,000.00

SECTION C – INSURANCE REQUIREMENTS

(5) Property Insurance Bidder will be responsible for all damage to its own property, equipment and/or materials.

Builders Risk/Installation Floater Insurance County property shall be covered by proof of a Builders Risk policy and/or Installation Floater policy covering the interests of Pinellas County property until final acceptance of building or of installed equipment is granted and coverage period shall include testing. Coverage shall be maintained for the entire time the property and/or equipment is in the Bidder's care, custody, and/or control, including onsite and offsite storage and transit. Limit and valuation shall be replacement cost. If the Bidder delivers materials and/or equipment and loads same using a crane, then no crane, boom, jig, or weight exclusion shall apply. Bidder's property, installation floater, builders risk, if required, and/or equipment policy shall contain a waiver of subrogation in favor of the County. All deductibles will be the responsibility of the Bidder unless County agrees in writing. Builders Risk policies shall be written in the name of the County, the contractor and all subcontractors as their interests may appear. Installation and/or Equipment policies must name the County as a Loss Payee.

SECTION D – SPECIFICATIONS

SECTION D -SPECIFICATIONS:

Bid Title: Roofing Services & Supplies, Waterproofing & Related Products and Services

Bid Number: 190-0336-B(AR)

A. **OBJECTIVE**

This ITB is for a multiple full-service roofing contractor to perform roofing and drain inspections, repairs of various types and ages of buildings located throughout the County. The successful bidder will provide all labor and materials necessary to perform the work described in the Scope of Work.

B. **BACKGROUND**

The County requires a roofing contractor's expertise to facilitate proactive inspections and required replacement and repair of roofing systems as listed in the contract specifications. This contract encompasses buildings of various types and ages located throughout the County.

C. **REQUIREMENTS/QUALIFICATIONS**

Bidders must be licensed Certified Roofing Contractors and an insured entity, registered with the State of Florida. Individual Supervisors and Roofing Technicians must possess a valid State of Florida Roofing Contractor License. Proof of current licenses must be submitted with bid.

Bidders shall have adequate organization, facilities, equipment, personnel, and other resources necessary, to ensure prompt, efficient, and satisfactory service to the County.

D. **SCOPE OF WORK**

Bidder shall apply, install, connect, erect, use, clean, and condition manufactured articles, materials, fixtures, and equipment in accordance with the manufacturers' specifications.

Work under this contract will be assigned by the County on an as needed basis. The Bidder will be given the scope of work for each assignment and will be required to visit the work site. The Bidder shall provide the Facility Manager or designated County Representative with a quote for completing the job. See section below for detail on estimate requirements.

1. **Services:** This Scope of Work defines the minimum requirements necessary to perform various roofing inspections, replacements, and repair services are required by the County. Bidder shall be expected to perform various roofing related services as necessary. These services include, but are not limited to:

    a. Inspection/investigation of leaks
    b. Repairs to various roofing systems
    c. Water testing
    d. Repair of damaged seals
    e. Gutter and downspout repairs
    f. Warranty for workmanship for all parts, materials, and labor
    g. Any other addition related services as required, at the County's approval.

Please note: this list is not inclusive of all services that may be provided under this contract and is given for reference only.

2. **Types of Roofing**: Roof types shall include but are not limited to: built up, coal tar pitch, bituminous, metal, shingle, membrane, tile, flat and low slope.

3. **Special Requirements:**
   a. All patch material shall coincide (or be compatible) with existing roof materials.
   b. All work repairs shall be performed in accordance with standard roofing practices.

4. **Estimates:** Bidder shall provide quotes for all repairs and projects, except for identified emergency situations. All County Representatives will provide full detail to Bidder in order to facilitate an accurate quote. Site visits may be required by the Bidder in order to fully understand the scope of the repair or project. Quotes and site visits shall be provided at no additional cost to the County. After initial request for quote, Bidder shall schedule any necessary site visits within two (2) days. Quotes shall be provided within three (3) business days of either initial contact or site visit. It is the Bidder's sole responsibility to ensure all information provided in a quote is accurate. Each quote shall include the following information:

   a. General overview of repairs required or project scope
   b. Any assessments current conditions and any related photographic documentation
   c. Estimated number of each trade type employee required
   d. Estimated number of hours for each trade type
   e. Hourly Rate
   f. Itemized breakdown of all materials to be used, with any discount or markup indicated
   g. Number of calendar days required for completion
   h. Lead time before work will start

   Quotes shall be reviewed by the Designated Facility Representative and revisions or clarification may be requested. Once a quote has been approved, a purchase order will be issued as authorization to being work. No work shall commence without an issued purchase order.

   In the event that additional work is required outside of the approved repair or project, the Bidder shall not proceed with this work without written approval of the County. This includes any emergency or discovery of additional work once a repair or project has started.

5. **Work Tickets, Job Tracking, and Final Documentation:** Bidder shall keep and maintain daily work tickets for employees and sub-contractors. Work tickets shall be recorded for the duration of each project and are to be included with final invoice submission, along with MSRP and/or list cost documentation, project photographs, and any other supporting documentation pertaining to the completion of the repair or project.

6. **Photographs:** Bidder shall take photographs before and after any work or project. Before pictures shall be provided with any written quote and after pictures will be provided at the project close out and with the final invoice. Pictures will be provided to any designated Facility Representative by request. All photographs shall become property of the County.

7. **Roofing Materials and Manufacturers:** Bidder shall furnish all materials for any project covered under this contract, unless otherwise specified at the time of project commencement and with the approval of the County. Materials purchased for services shall always be new and shall be selected to match existing materials whenever possible. If a match is unable to be sourced, materials must be approved by the County prior to instillation. The cost of materials provided by the Bidder will be based on a percent markup on bidders cost, as provided on the Bid Summary. The Bidder's invoice shall clearly state the manufacturer's part number, description and cost.

   The County reserves the right to acquire any equipment or materials relative to the assigned work for the contractor to use for required services.

8. **Roof Drain Repairs:** Bidder shall perform various roof drain repairs and replacement as required. Drain types include but are not limited to: PVC, steel, etc. Bidder shall be able to investigate and inspect existing systems and make appropriate recommendations for repair.

9. **Debris Removal:** Add debris removal shall be included in the pricing, including rental of any debris containers. All debris shall be disposed of at an approved landfill or recycling center on a daily basis. County trash receptacles or dumpsters shall not be used at any time. Location of debris container placement must be coordinated with the designated Facility Representative.

E. **CONTRACTOR RESPONSIBILITIES**

a. **Contractor Performance:** Awarded bidder shall perform any and all services in accordance with any and all Federal, State, and County statutes, laws, or regulations. Any fines levied due to failure to comply with any requirement shall be the sole responsibility of the Bidder. Lack of knowledge by the Bidder will in no way be cause for relief from responsibility.

b. **Contractor Awareness:** It is the Bidder's sole responsibility to become fully informed as to the nature and extent of the work required, and its relation to any other work in the area. Including possible interference with other County buildings or public access. Coordination between the Bidder and any entity outside of the County will be the sole responsibility of the Bidder.

Prior to work commencement, the Bidder shall verify all levels and dimensions as indicated on any provided drawings and report any errors or inconsistencies to the Facility Manager or Designated County Representative. The Bidder is responsible for all errors of fabrication and for proper and correct fitting together of all items of material and equipment to furnish a complete and satisfactory roofing system.

c. **Protection of Existing Roof and Property:** Bidder shall provide protective materials to be held in place securely by sand bags or other means. Any area that is damaged, marred, scarred, or otherwise damaged shall be restored to its prior condition at no cost to the County. As facilities are occupied, noise, dirt, dust, and fumes must be kept to a minimum to avoid business interruption. On a daily basis, the Bidder is to advise the Facility Manager or Designated Facility Representative of the are the Bidder will be working. All roofing materials are to be covered and protects against the elements are necessary.

d. **Protection Against Water Damage:** It is the Bidder's responsibility to keep the building watertight and free from leakage during roof repair or replacement work, protect existing building construction, and be responsible to repair and pay for all damaged caused by it to the building's contents, existing construction, or loss of business. It is the Bidder's responsibility for conducting work in such a way as to not exceed building design limits. The County reserves the right to perform engineering load surveys, if required. Bidder is responsible for any and all damaged to County property caused by the Bidder.

e. **Safety Standards**: The Bidder shall insure the safety of its employees, building occupants, and the surrounding environment through the course of the contract for all repairs and projects. The Bidder shall be responsible for instructing and training their employees in all relevant safety measures.

- **i.** Bidder shall determine the need for a supply any and all personal protective equipment (PPE) or safety items required for the safe performance of work. Protective clothing, equipment and devices shall, at a minimum, conform to OSHA standards.
- **ii.** All equipment used by the Bidder shall be maintained in safe operating condition at all times, and shall be free of defects or wear that may constitute a hazard to any person or property.

f. **Sub-Contractors:** If the Contractor intends to subcontract any portion of work, it must be approved in advance by the designated Facility Representative. The Contractor remains responsible for conduct and workmanship of all subcontracted vendors. Subcontractors must comply with all security and access requirements, including background clearances. The Contractor's insurance coverage shall remain primary at all times.

g. **Pricing**: Hourly rates submitted on the Bid Summary shall be all inclusive. This includes, but is not limited to: labor costs supervision, equipment, machinery, insurance, overhead, vehicle use, travel time, tools, chemicals, and materials associated with industry standards. No additional charges will be allowed outside of the submitted rates.

Hourly labor rates shall be for work performed during standard business hours of 7:00 am to 5:00 pm, Monday-Friday. Labor activities scheduled for times outside of standard business hours shall be quoted and invoiced at the overtime hourly rates submitted in the Bid Summary.

- **i.** All Manufacturers materials shall be reimbursed at cost plus percent markup as submitted on the Bid Summary. Bidder must supply proof of cost with final invoice.
- **ii.** All other materials shall be reimbursed at cost plus percent mark up as submitted on the Bid Summary. Bidder must supply proof of materials base cost with final invoice.

SECTION D – SPECIFICATIONS

h. Dispatch of Work: For non-emergency the Bidder shall respond within two (2) days and be on site within four (4) days for initial site visit to determine work needed. Service calls will be dispatched by means of telephone or email from a Designated Facility Representative and will be notes on the Bidders work order form. A copy of the work order form, completed by the Bidder, shall be left at the stated facility with the Facility Manager or Designated Facility Representative. Also, copies of each of the above will be attached to and accompany the respective invoices. Bidders invoices shall reflect the breakdown of all regular time and overtime hours worked.

i. Emergency Response: For emergency repair calls, the Bidder shall respond by phone within four (4) hours and be on scene within twenty-four (24) hours. Bidder may be required to provide emergency repairs at times outside of standard business hours. The Awarded Bidder shall be required to be available on a twenty four (24) hour basis for emergency work. Bidder shall provide the County with an on call, 24 hour telephone number for emergency services.

j. Chemical Use: Bidder will be permitted to use chemicals to asset in the performance of services covered under this contract. All necessary chemicals shall be provided by the Bidder at no additional cost to the County.

- **i.** Chemicals shall properly labeled and provided in appropriate containers. Chemicals shall only be used for the intended use as described on labels.
- **ii.** While on site, all chemicals must be kept secured and in leak free containers.
- **iii.** Bidder is responsible for any leaks, spills, environmental damage, and full clean up in the event of any spill or contamination. Clean up shall be performed at no additional cost to the County and will be reported to the Florida Department of Environmental Protect as required by the Bidder.
- **iv.** Bidder is responsible for the proper disposal of all chemicals used, in accordance with any Federal, State, or local regulations.

k. Safety Data Sheets: Supplies required which meet the Hazard Communication Standard (HCS) are required to have published Safety Data Sheets (SDS).

- **i.** Bidder shall be required to submit a copy of all SDS for any hazardous substances to the County prior to the start of any specific project.
- **ii.** Bidder shall maintain a copy of all SDS documentation and safety certifications with the County and at each project site during the full duration of the work. All documentation shall comply with OSHA regulation and requirements.
- **iii.** All products must be recommended for the specific application by the manufacturer and approved by the appropriate governing body (EPA, OSHA, etc.).

l. Permits: All permits required by state or local governance shall be the sole responsibility of the Bidder. Bidder shall determine when permits are required, the method of application, and be responsible for all associated costs. Any fines due to permit non-compliance shall be the sole responsibility of the Bidder.

SECTION E – BID SUBMITTAL FORM

SECTION E -BID SUBMITTAL FORM:

Bid Title: Roofing Services & Supplies, Waterproofing & Related Products and Services

Bid Number: 190-0336-B(AR)

(Schedule of Values)

PLEASE REFER TO THE ATTACHMENT TITLED SECTION E - BID SUBMITTAL SHEETS (MICROSOFT EXCEL)

BID SUBMITTAL IS TO BE SUBMITTED IN EXCEL FORMAT AND ONE PAPER COPY

NO CHANGES SHALL BE MADE TO THE PAY ITEM QUANTITIES CONTAINED HEREIN.
ANY CORRECTIONS TO BIDDER ENTRIES SHALL BE MADE IN INK AND SHALL BE INITIALED BY BIDDER.

STEP 1: BID SUBMITTAL REQUIREMENTS	Step 1	Step 2
Page 1	X	X
Proof of Licenses and insurance: State of Florida Roofing Contractor License	X	
Section E – Bid Submittal Forms; Qualification Forms, Officers Forms (pages 40-47)	X	
Section E –Bid Summary and Submittal Sheet(excel)		X
W-9	X	
ePayables	X	
Section F - Addenda Acknowledgment Form	X	X

SECTION E – BID SUBMITTAL FORM

W9

Substitute Form **W-9**

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ -------
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I **Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II **Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined in the instructions).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶

***Instructions to Form W-9 available upon request.**

Detach on the perforation

Section 119.071(5), Florida Statutes Notice:

Your Tax Identification Number (which for individuals is your social security number) is collected on Form W9 for use in filing information returns with the IRS as described more fully below. Collection of the tax identification number (or social security number as applicable) is mandatory pursuant to Section 6109 of the Internal Revenue Code (26 U.S.C § 6109).

Privacy Act Notice:

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

SECTION E – BID SUBMITTAL FORM

ELECTRONIC PAYMENT (EPAYABLES):

The Board of County Commissioners (County) is offering faster payments. The County would prefer to make payment using credit card.

Would your company accept to participate in the ePayables credit card program?

Yes ☐ No ☐

For more information about ePayables credit card program please visit Purchasing Department website www.pinellascounty.org/purchase.

Company Name _____

Signature _____

_____

Printed Signature _____

SECTION E – BID SUBMITTAL FORM

Bid # 190-0336-B(AR)

Bid Title: Roofing Services & Supplies, Waterproofing & Related Products and Services

QUALIFICATION SUBMITTAL FORM

The invitation to bid for this Project requires that this qualification submittal be included with the proposal and completed in its entirety.

A component of the Pre-Qualification of Bidder process is background check and review. Please provide the following documentation and include with Qualification Submittal Forms due by Step 1 due date listed on page 1.

1. ~~Provide copies of any and all Occupational Safety and Health Administration (OSHA) Inspection Reports involving your company.]~~
2. Bidders must be provide proof company is a licensed Certified Roofing Contractors and an insured entity, registered with the State of Florida. Individual Supervisors and Roofing Technicians must possess a valid State of Florida Roofing Contractor License. Proof of current licenses must be submitted with bid.
3. Provide a list of any subsidiaries your Company owns or is affiliated with. List name of company, full address, phone number, officers and directors of Company. Information provided must contain the first, middle and last name as well as date of birth. If verification cannot be obtained we may require a social security number.
4. Is your company owned by, or an affiliate of, a parent company? Please list the names and addresses of those officers and directors. Information provided must contain the first, middle and last name as well as date of birth. If verification cannot be obtained we may require a social security number.
5. Provide a list of all officers and directors of your company including addresses. Information provided must contain the first, middle and last name as well as date of birth. If verification cannot be obtained we may require a social security number.
6. If your company is publicly owned, provide detailed information on any occurrences or potential occurrences of a default.
7. Provide detailed information on any and all bankruptcy filings for your company. Specify the jurisdictions for all such filings.
8. Provide information on any and all lawsuits, litigation, judgments, verdicts, settlements, etc., involving your company and the owners of any projects that your company has been involved in, as follows:

   a. Any and all Federal, State and/or Local lawsuits involving your company and the owners of any projects your company has been involved in, for the last three (3) years;

   b. Any and all pending or recently filed litigation involving your company and the owners of any projects your company has been involved in. Specify the jurisdictions the litigation was filed in.

   c. Any and all judgments involving your company and the owners of any projects your company has been involved in. Specify the jurisdictions the judgment occurred in.

   d. Any and all verdicts or settlements involving your company and the owners of any projects your company has been involved in. Specify the jurisdictions the verdicts or settlements occurred in.

SECTION E – BID SUBMITTAL FORM

QUALIFICATION SUBMITTAL FORM(S)

Bid # 190-0336-B(AR)
Bid Title: Roofing Services & Supplies, Waterproofing & Related Products and Services

QUALIFICATION SUBMITTAL FORM

The invitation to bid for this Project requires that this qualification submittal be included with the proposal and **completed in its entirety**.

NOTE: BIDDER SHALL SUBMIT QUALIFICATION SUBMITTAL IN DUPLICATE ON FORM PROVIDED HEREIN TO PROVIDE THE QUALIFICATION REQUIREMENTS AS SPECIFIED IN

Company Name: Please include below

Project 1 (of similar type) Description

Owner of Project - Contact Information

Name

Address

Telephone Number and Email Address:

Design Professional/Engineer - Contact Information

Name

Address

Telephone Number and Email Address:

Project Award Amount: $

Final Project Total Amount: $

Scheduled Completion Date _____

Actual Completion Date _____

SECTION E – BID SUBMITTAL FORM

QUALIFICATION SUBMITTAL FORM (continued)

Bid # 190-0336-B(AR)
Bid Title: Roofing Services & Supplies, Waterproofing & Related Products and Services

Company Name: Please include below

Project 2 (of similar type) Description

Owner of Project - Contact Information

Name

Address

Telephone Number and Email Address:

Design Professional/Engineer - Contact Information

Name

Address

Telephone Number and Email Address:

Project Award Amount: $

Final Project Total Amount: $

Scheduled Completion Date _____

Actual Completion Date _____

SECTION E – BID SUBMITTAL FORM

QUALIFICATION SUBMITTAL FORM (continued)

Bid # 190-0336-B(AR)
Bid Title: Roofing Services & Supplies, Waterproofing & Related Products and Services

Company Name: Please include below

Project 3 (of similar type) Description

Owner of Project - Contact Information

Name

Address

Telephone Number and Email Address:

Design Professional/Engineer - Contact Information

Name

Address

Telephone Number and Email Address:

Project Award Amount: $

Final Project Total Amount: $

Scheduled Completion Date _____

Actual Completion Date _____

SECTION E – BID SUBMITTAL FORM

QUALIFICATION SUBMITTAL FORM (continued)

Bid # 190-0336-B(AR)
Bid Title: Roofing Services & Supplies, Waterproofing & Related Products and Services

Company Name: Please include below

Project 4 (of similar type) Description

Owner of Project - Contact Information

Name

Address

Telephone Number and Email Address:

Design Professional/Engineer - Contact Information

Name

Address

Telephone Number and Email Address:

Project Award Amount: $

Final Project Total Amount: $

Scheduled Completion Date _____

Actual Completion Date _____

SECTION E – BID SUBMITTAL FORM

Bid # 190-0336-B(AR)
Bid Title: Roofing Services & Supplies, Waterproofing & Related Products and Services

QUALIFICATION SUBMITTAL FORM (continued)
The invitation to bid for this Project requires that this qualification submittal be included with the proposal and completed in its entirety.

Vendor Information			
Firm Name:			
Street Address:	**City:**	**State:**	**ZIP:**
Additional Info:			

Officer/Director Information			
Officer/Director/Member:	**Title:**	**DOB:**	**SSN:**
Notes:			
Officer/Director/Member:	**Title:**	**DOB:**	**SSN:**
Notes:			
Officer/Director/Member:	**Title:**	**DOB:**	**SSN:**
Notes:			
Officer/Director/Member:	**Title:**	**DOB:**	**SSN:**
Notes:			
Officer/Director/Member	**Title:**	**DOB:**	**SSN:**
Notes:			
Additional Information: (On Vendor or Contract Requirements)			

SECTION E – BID SUBMITTAL FORM

BID SUBMITTAL OFFICERS FORM

BID TITLE: Roofing Services & Supplies, Waterproofing & Related Products and Services
BID NUMBER: 190-0336-B(AR)

Each Bid by an individual or firm shall state the name and address of each person who owns an interest therein, and, if any corporation, the name and addresses of its officers, or if an LLC, the name and address of its members. Bids shall be signed by the person or member of the firm making the same, and if a corporation, by an authorized officer or agent, subscribing the name of the corporation, together with his own name and the corporate seal.

The Bidder further agrees to execute the Agreement within ten (10) calendar days after receipt of notice of award, and within the time frame of Section H – Agreement.

Accompanying the Bid is a Bid Guarantee, meeting the requirements described in the Instruction to Bidders.

The Contractor's address and principal place of business is:

_____

_____

_____

If Contractor is a Corporation, list the names, titles and business addresses of its President, Secretary and Treasurer.

PRESIDENT _____ **ADDRESS:**
Printed Name
_____
_____

SECRETARY _____ **ADDRESS:**
Printed Name
_____
_____

TREASURER _____ **ADDRESS:**
Printed Name
_____

SECTION E – BID SUBMITTAL FORM

Said Corporation is qualified to do business in the State of Florida.

_____ By _____
Corporation Name President

_____
Qualifying Agent

If Contractor is not a corporation, list the name(s) and business address(es) of its owner(s), joint venturers or partners:

Name _____ **ADDRESS:** _____
Printed Name _____

Name _____ **ADDRESS:** _____
Printed Name _____

Name _____ **ADDRESS:** _____
Printed Name

The said company or business entity is a sole proprietorship, partnership, or joint venture and is trading and doing business as

_____
Company Name

By: _____

SECTION F ADDENDA ACKNOWLEDGEMENT FORM

SECTION F - ADDENDA ACKNOWLEDGEMENT FORM:

Bid Title: Roofing Services & Supplies, Waterproofing & Related Products and Services

Bid No: 190-0336-B(AR)

PLEASE ACKNOWLEDGE RECEIPT OF ADDENDA FOR THIS ITB BY SIGNING AND DATING BELOW:

ADDENDUM NO.	SIGNATURE/PRINTED NAME	DATE RECEIVED

Note: Prior to submitting the response to this solicitation, it is the responsibility of the firm submitting a response to confirm if any addenda have been issued. If such addendum(s) has been issued, acknowledge receipt by signature and date in this section. Failure to do so may result in being considered non-responsive.

Information regarding Addenda issued is available on the Purchasing Department's website at, www.pinellascounty.org/purchase/Current_Bids1.htm , listed under category 'Current Bids'.

SECTION G STATEMENT OF NO BID

SECTION G - STATEMENT OF NO BIDS:

NOTE: If you do not intend to bid on this requirement, please return this form immediately. ***Thank you.***

Pinellas County Purchasing Department
400 South Fort Harrison Avenue, 6th Floor
Clearwater, Florida 33756

We, the undersigned have declined to submit a bid for No. **190-0336-B(AR)** for **Bid Title: Roofing Services & Supplies, Waterproofing & Related Products and Services**

_____ Specifications too "tight", i.e., geared toward one brand or manufacturer only (explain below).
_____ Insufficient time to respond to the Invitation to Bid.
_____ We do not offer this product or service.
_____ Our schedule would not permit us to perform.
_____ Unable to meet specifications.
_____ Unable to meet Bond requirement.
_____ Specifications unclear (explain below).
_____ Unable to Meet Insurance Requirements.
_____ Remove Us from Your "Notification List" Altogether
_____ Other (specify below).

REMARKS:

_____

_____

_____

_____

We understand that if the "No Bid" letter is not executed and returned our name may be deleted from the Bidders List of Pinellas County.

COMPANY NAME: _____

DATE: _____

SIGNATURE: _____

TYPED NAME OF ABOVE: _____

TELEPHONE: _____

FAX: _____

EMAIL: _____

SECTION H - AGREEMENT

REFER TO SAMPLE AGREEMENT ATTACHED AS A SEPARATE DOCUMENT

APPENDIX 1 - PERMITS

APPENDIX 1 - PERMITS:

Bid Title: Roofing Services & Supplies, Waterproofing & Related Products and Services

Bid No: 190-0336-B(AR)

Pinellas County is not aware of any permits for roofing repair for this contract.

APPENDIX 2 – SAMPLE CHANGE ORDER FORM

APPENDIX 2 – SAMPLE CHANGE ORDER:

Bid Title: Roofing Services & Supplies, Waterproofing & Related Products and Services
Bid No: 190-0336-B(AR)

SAMPLE CHANGE ORDER
PINELLAS COUNTY PURCHASING DEPARTMENT
CLEARWATER, FLORIDA

FISCAL NO. _____

CHANGE ORDER NO. _____

ACCOUNT NO. _____

TO _____

FOR _____

IN CONNECTION WITH _____

Total Agreement	$_____
Addition	$_____
New Total	$_____
Deletion	$_____
New Total Agreement	$_____

Execution by the contractor of this Change Order shall be considered a waiver of all claims or request for additional time or compensation for any activities prior to time of execution related to items included in the Change Order. The contractor also acknowledges that payment authorized by this Change Order represents full and complete compensation for labor, materials, incidental expenses, overhead profit, impact cost, and time associated with this Work. Claim procedures are outlined in the Contract documents.

_____
Investigator

_____
Director of Purchasing
Accepted this _____ day of
_____20 _____

APPROVED AS TO FORM:
OFFICE OF COUNTY ATTORNEY

By _____
Attorney

PINELLAS COUNTY
BOARD OF COUNTY COMMISSIONERS

By _____
Chairman

Attest: KEN BURKE, CLERK
By _____
Deputy Clerk

Use Authorized Signatures Only

_____
Company

By _____
Title

_____
Witness

Section E
Bid Submittal and Summary
Bid #: 190-0336-B(AR)
Bid Title: Roofing Services & Supplies, Waterproofing & Related Products and Services

Pricing submitted shall be all inclusive, including any delivery, freight, or shipping charges, travel, taxes, permits, or other additional charges related to required work. No additional charges will be allowed outside of the submitted rates below.

Roofing Repair Services Labor Rates				
ROOF TYPE: METAL ROOFS				
Regular Hourly Rate	Emergency/Holiday/After Hours Rate	Estimated Hours Annually	Estimated Annual Expenditure (Regular rate)	Extended (60 month) Expenditure (Regular rate)
$	$	3,000	-	-
ROOFT TYPE: OTHER ROOFS (including but not limted to shingles, tile, flat, low slope)				
Regular Hourly Rate	Emergency/Holiday/After Hours Rate	Estimated Hours Annually	Estimated Annual Expenditure	Extended (60 month) Expenditure
$	$	7000	-	-
Roofing Inspections Services Labor Rates				
Regular Hourly Rate	Emergency/Holiday/After Hours Rate	Estimated Hours Annually	Estimated Annual Expenditure	Extended (60 month) Expenditure
$	$	500	-	-
Roof Drains Inspections and Repair Services Labor Rates				
Regular Hourly Rate	Emergency/Holiday/After Hours Rate	Estimated Hours Annually	Estimated Annual Expenditure	Estimated (60 month) Expenditure
$	$	100	-	-

PARTS	% Mark up from Cost	Estimated Annual Amount	Estimated Annual Expenditure	Estimated(60 month) Expenditure
Manufactuerer Material % Markup from cost	%	$50,000	-	-
Other Material/Parts % Markup from cost	%	$50,000	-	-

AGREEMENT

THIS AGREEMENT, made and entered into by and between Pinellas County, a political subdivision of the State of Florida, hereinafter designated the COUNTY, and

(Name of Firm)

(Corporation, Partnership or Individual Proprietor)

Authorized to do business in the State of Florida, with place of business located at:

_____

_____

_____

herein after designated the CONTRACTOR,

WITNESSETH:

That for and in consideration of the sum not to exceed _____

_____ DOLLARS $

to be paid by the COUNTY to the CONTRACTOR as herein provided, and in further consideration of the mutual covenants and promises to be kept and performed by and between the parties hereto, it is agreed as follows:

1. THE CONTRACTOR AGREES:

A. To furnish all services, labor, materials and equipment necessary for the complete performance, in a thorough and workmanlike manner, of the Work contemplated under **Bid Title: Roofing Services & Supplies, Waterproofing & Related Products and Services, Bid No: 190-0336-B(AR,** in Pinellas County, Florida, to comply with the applicable standards, and to perform all Work in strict accordance with the terms of the Contract Documents.

B. That the CONTRACTOR and each subcontractor shall furnish to the COUNTY, upon demand, a certified copy of the payroll covering Work under this Agreement, together with such other information as may be required by the COUNTY to ensure compliance with the law and the provisions of this Agreement.

C. To procure all insurance as required by the Instructions to Bidders.

D. To procure and maintain all permits and licenses which may be required by law in connection with the prosecution of the Work contemplated hereunder, except for those permits obtained by the County as expressly set forth in Appendix 1 of the Contract Documents. Notwithstanding the provisions above, the Contractor shall be responsible for non-compliance of all permit requirements, including all fines resulting from Contractor's non-compliance of said requirements.

E. To permit any representative(s) of the County, at all reasonable times, to inspect the Work in progress or any of the materials used or to be used in connection therewith, whether such Work is located on or off the Project site, and to furnish promptly, without additional charge, all reasonable facilities, labor and materials deemed necessary by the County's Project Manager, for the conducting of such inspections and tests as it may require.

F. Unless otherwise provided in the special provisions, special conditions and Specifications, to assume liability for all damage to Work under construction or completed, whether from fire, water, winds, vandalism, or other causes, until final completion and acceptance by the County and notwithstanding the fact that partial payments may have been made during construction.

G. No subcontract or transfer of Agreement shall in any case release either the Contractor or its surety of any liability under the Agreement. The County reserves the right to reject any subcontractors or equipment.

Unless specifically prohibited by Florida law, the Contractor shall defend, indemnify and hold harmless the County and its officers and employees from any and all liabilities, claims, damages, penalties, demands, judgments, actions, proceedings, losses or costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, or by, or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree whether resulting from any claimed breach of this Agreement by the Contractor or from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement. The duty to defend under this paragraph is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Contractor, the County and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to the Contractor. The Contractor's obligation to indemnify and defend under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations. The Contractor shall guarantee the payment of all just claims for materials, supplies, tools, labor or other just claims against it or any subcontractor in connection with this Agreement.

H. By signing this Agreement, the contractor certifies under penalty of law that it understands the terms and conditions of, and will comply with, the Pinellas County National Pollutant Discharge Elimination System (NPDES) Permit No. FLS000005 that authorizes the storm water discharge associated with construction activities.

I. Contractor shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 *et. seq,* Florida Statutes, “The Local Government Prompt Payment Act.” Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable
Pinellas County Board of County Commissioners
P. O. Box 2438
Clearwater, FL 33757

Each invoice shall include, at a minimum, the Contractor’s name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Contractor also include the information shown in Section A – General Conditions Payments/Invoices. The County may dispute any payments invoiced by Contractor in accordance with the County’s Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County’s Dispute Resolution Process.

J. Local, State, and Federal Compliance Requirements: The laws of the State of Florida apply to any purchase made under this Invitation to Bid. Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to this bid and subsequent contract(s) including but not limited to Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA as applicable to this contract.

2. <u>IT IS MUTUALLY AGREED</u>:

A. That no change, alteration, amendment, payment for extra Work or agreement to pay for same, shall be binding upon the County until it has been approved the same, and until the same shall be properly approved by the Board.

B. The County shall designate a representative insofar as prosecution of the Work, and interpretation of the Plans and Specifications are concerned, and that no payments shall be made by the County under this Agreement except upon the certificate of the proper County designee.

C. This Agreement shall be interpreted under and its performance governed by the laws of the State of Florida.

D. The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Contract Documents shall not be construed to be and shall not be a waiver of any such provision or provisions or of its rights thereafter to enforce each and every such provision.

E. Each of the parties hereto agrees and represents that this Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and that no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, Work performed, or payments made prior to execution hereof shall be deemed merged into, integrated and superseded by this Agreement.

F. Should any provision of this Agreement be determined by a court to be unenforceable, such determination shall not affect the validity or enforceability of any section or part thereof.

3. The documents comprising this Agreement, which shall be known as the "Contract Documents", include the entirety of County's ITB pursuant to which this Agreement is awarded, including any addenda, and Contractor's submittal thereto. The following portions of the Contract Documents are listed for the purposes of determining priority:

CHANGE ORDER(S)

ADDENDA (if applicable)

SECTION B SPECIAL CONDITIONS

SECTION D SPECIFICATIONS

If there is a conflict between the terms of the Contract Documents, then the conflict shall be resolved according to the following order of priority: any terms required as a condition of grant funds shall have first priority; then the terms of this Agreement; then **the terms of the above listed documents shall be given preference in their above listed order; and then the terms of any remaining documents.**

4. **PUBLIC RECORDS – CONTRACTOR'S DUTY**

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the Pinellas County Board of County Commissioners, Purchasing Department, Operations Manager custodian of public records at 727-464-3311, purchase@pinellascounty.org, Pinellas County Government, Purchasing Department, Operations Manager, 400 S. Ft. Harrison Ave, 6th Floor, Clearwater, FL 33756.

5. This Agreement shall be binding upon, and shall inure to the benefit of the executors, administrators, heirs, successors and assigns of the Contractor.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year as written.

PINELLAS COUNTY acting by and
through the Board of County Commissioners

Chairman

Date

ATTEST:
Ken Burke,
Clerk of the Circuit Court

By:
Deputy Clerk

Approved as to Form

By:
Office of the County Attorney

Name of Firm

By:
Signature

Print Name

Title

Question and Answers for Bid #190-0336-BAR - Roofing Services & Supplies, Waterproofing & Related Products and Services

Overall Bid Questions

There are no questions associated with this bid.

Question Deadline: Jul 1, 2020 3:00:00 PM EDT

Docusign Envelope ID: 255D1503-86E5-4405-90E5-7A6ECC743D3E

SUBJECT: PIGGYBACK PINELLAS COUNTY BID # 190-0336-B(AR) WITH ADVANCED ROOFING, INC.

BID #: PSC-0080-22

OPEN DATE: N/A

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: PIGGYBACK CONTRACT – DATE OF EXECUTED CONTRACT THROUGH NOVEMBER 16, 2025 WITH NO RENEWAL OPTION

AGENCY: PUBLIC BUILDINGS

BASIS OF AWARD: PIGGYBACK CONTRACT

NUMBER OF BIDS INVITED: N/A **NUMBER RECEIVED: N/A** **OTHER: N/A**

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to piggyback Pinellas County Bid # 190-0336-B(AR) for roofing services & supplies, waterproofing & related products and services with Advanced Roofing, Inc. The City will utilize the contract on an as needed basis for roofing installation and repair services. The period of service will be from the date of contract execution through November 16, 2025, for a total award amount not-to-exceed $3,000,000.00.

Funding for this award to be encumbered by individual releases funded by the appropriate account and fiscal year. To be executed by formal contract through the Office of General Counsel.

ATTACHMENTS: Recommendation Memo, Vendor Memo, Pinellas County Contract, Vendor Submittals, Solicitation, Certificate of Insurance

ANALYST: BRYAN MATUS

RESPECTFULLY SUBMITTED: GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Roy Birbal, Chief, Public Buildings Division

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 3 MEMBERS DISAPPROVING 0 DATE: 3/17/22

OTHER:

ACTION OF AWARDING AUTHORITY DATE 3/17/2022

APPROVED ✓ DISAPPROVED

OTHER

SIGNATURE OF AUTHENTICATION

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No: 2019-02

Docusign Envelope ID: 255D1503-86E5-4405-90E5-7A6ECC743D3E

City of Jacksonville, Florida

Lenny Curry, Mayor

Department of Public Works
Public Buildings Division
555 W. 44th Street
Jacksonville, FL 32208
(904) 255-4343
www.coj.net

ONE CITY ONE JACKSONVILLE

February 25, 2022

MEMORANDUM

TO: Gregory W. Pease, Chief Procurement Division

THRU: John P. Pappas, P.E.

FROM: Roy Birbal, Chief

SUBJECT: Advanced Roofing, Inc.
Recommendation to Piggyback Bid 190-0336-B(AR) Roofing Services & Supplies, Waterproofing & Related Products and Services for Pinellas County Government

On November 17, 2020, Pinellas County, a political subdivision of the State of Florida awarded Bid 190-0336-CP for Roofing Services & Supplies, Waterproofing & Related Products and Services for Pinellas County, FL to Advanced Roofing, Inc. (Also known as ARI) effective November 17, 2020 through November 16, 2025 with no renewal options.

The City of Jacksonville is eligible to piggyback on the Pinellas County, FL contract Bid 190-0336-CP. Where the City of Jacksonville agencies' procurement codes allow use of Pinellas County, FL contracts, the Company agrees to extend any pricing and other contractual terms to such agencies.

Accordingly, the Public Buildings Division recommends piggybacking on Pinellas County Bid 190-0336-CP with Advanced Roofing, Inc. for Roofing Installation and Repair Services on an as needed basis, with a not-to-exceed limit of $3,000,000.00

Funding will be encumbered by individual releases against the master blanket, funded by the appropriate account and fiscal year. The initial term of the agreement will be from date of award through November 16, 2025, with no renewal options and to be documented by a formal contract through the Office of General Counsel.

Your assistance in concurring with this recommendation would be appreciated. If you have any questions or concerns regarding this matter, please contact Sheila Kuhl at (904) 255-4340.

Attachments:

1) Bid 190-0336-CP
2) Bid 190-0336-CP Addendums 1-2
3) Bid 190-0336-CP Addendum Step 2
4) Bid 190-0336-CP Award
5) Vendor Letter of Consent
6) Certificate of Insurance (Approved by Risk Management)
7) Exhibits to be included in the City's contract per Risk Management
   - Indemnification *
   - Insurance Requirements *

* The Indemnification and Insurance Requirements Exhibits have been approved by Risk Management and will be appropriately titled by the Office of General Counsel when including them in the City's contract.

cc: Steve Schlessinger, Public Works Contracts and Finance Manager
Bryan Matus, Purchasing Analyst
Sheila Kuhl, Contract Administration Coordinator

Docusign Envelope ID: 255D1503-86E5-4405-90E5-7A6ECC743D3E

EXPERIENCE MATTERS.

ADVANCED ROOFING INC

CC-C024413

ESTABLISHED 1983

February 4, 2022

Sheila Kuhl
Contract Administration Coordinator
City of Jacksonville
Public Buildings Division
555 West 44th Street
Jacksonville, FL 32208

Subject: Letter of Commitment re: Pinellas County – Term Contract (Piggyback)

Dear Ms. Kuhl,

Per your request, Advanced Roofing, Inc. confirms our commitment to the City of Jacksonville to perform all work as described in the Pinellas County – Bid No. 190-0336-B(AR) Bid Title: Roofing Services & Supplies, Waterproofing & Related Products and Services including all Terms & Conditions and pricing as set forth in our agreement with Pinellas County.

Thank you for this opportunity. We look forward to working with you and your team at the City of Jacksonville.

Michael Kornahrens
Executive Vice President
Advanced Roofing Inc.

www.advancedroofing.com
800 638.6869 TEL 954.522.6868 FAX 954.566.2967
1950 NW 22nd Street | Fort Lauderdale| Florida 33311

Docusign Envelope ID: 255D1503-86E5-4405-90E5-7A6ECC743D3E

EXPERIENCE MATTERS.

ADVANCED ROOFING Inc

CC-C024413

ESTABLISHED 1983

February 17, 2022

Sheila Kuhl
Contract Administration Coordinator
City of Jacksonville - Public Buildings Division
555 West 44th Street
Jacksonville, FL 32208

Subject: Pinellas County – Piggyback Clarification

Dear Ms. Kuhl,

Per your request, under the Terms and Conditions set for by Pinellas County – Bid **#190-0336-BAR,** the contract documents state:

i. **Emergency Response:** For emergency repair calls, the Bidder shall respond by phone within four (4) hours and be on scene within twenty-four (24) hours. Bidder may be required to provide emergency repairs at times outside of standard business hours. The Awarded Bidder shall be required to be available on a twenty four (24) hour basis for emergency work. Bidder shall provide the County with an on call, 24 hour telephone number for emergency services.

Although these are the Terms & Conditions set forth in the contract, Advanced Roofing utilizes a software system call "Advanced Access" and "Quick Quotes" which provides a more effective and efficient response protocol. In the case of emergencies during normal business hours, our response / acknowledgement to the emergency leaks will be less than an hour with onsite service within 4 hours. Per the request below, our Advanced Roofing - Jacksonville Branch is capable of providing the services in this request.

REGULAR REQUESTS

The Contractor shall respond to the facility for service requests within two (2) hours of being called by the City or as scheduled. The City reserves the right to use additional Contractors at its discretion.

2.3 EMERGENCY REQUESTS

A. The Contractor shall respond to the facility for weekend and after hour emergency service requests within (2) hours of being called by the City. Emergency services shall include corrective repair of any problem required to restore the facility and/or ground to an operational, secure and/or safe condition. This work will commence with verbal authorization from the requesting agency and prior to having an approved and signed estimate. Once the emergency scope of work is completed, a follow up cost estimate will be submitted at the Contractor's earliest available time for approval before completing any further non-emergency scope of work and invoicing for any completed work.

1. After hours requests are defined as requests made between 5:00 pm and 6:59 am the following morning.
2. Weekend requests are defined as requests made between 5:00 pm on Friday and 06:59 am Monday.

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EXPERIENCE MATTERS.

ADVANCED ROOFING INC

CC-C024413

ESTABLISHED 1983

It is our goal to provide the highest level of support to the City of Jacksonville – Facilities Division. In addition to training your team on the usage of our 'Advanced Access' System, we will also provide you a list of contact numbers to ensure any direct communication occurs to resolve your issues.

Please review this clarification at your earliest convenience. If you should have any other questions or concerns, do not hesitate to contact me.

Thank you for this opportunity, our team is excited to work with you and the City of Jacksonville.

Sincerely,
ADVANCED ROOFING, INC.

Steve Schoen

Steve Schoen
Director of Government Services

www.advancedroofing.com
800 638.6869 TEL 954.522.6868 FAX 954.566.2967
1950 NW 22nd Street | Fort Lauderdale| Florida 33311

Docusign Envelope ID: 255D1503-86E5-4405-90E5-7A6ECC743D3E

Manage All of Your Roof Assets with THE CLICK OF A BUTTON.

About Advanced Access

Advanced Roofing Inc.'s convenient and easy-to-use Advanced Access cloud-based roof management portal gives building owners and property managers information about their roof assets on their own terms. Whether in the office, at home or in the field, the information you need is always available through any internet-ready device.

Advanced Access Features

Sites Dashboard: Quickly view details about all of your roof assets in one location.

Service Dispatch Center: Send and track roof work orders with the click of a button.

Site Inspection Reports: Generate custom reports for your roof assets in minutes.

ADVANCED ACCESS
ONLINE ROOF MANAGEMENT PORTAL
Powered by Advanced Roofing, Inc.

EXPERIENCE MATTERS.
ADVANCED ROOFING
ESTABLISHED 1983

Sites Dashboard

The Advanced Access Sites Dashboard allows customers to quickly view all of their roof assets in one place. No matter where you are, the dashboard gets you to the resources you need in real-time. Sites Dashboard benefits include:

- **Communication Tracking:** Email roof-related inquiries within the system to create a permanent record of all correspondence.
- **Interactive Maps:** Check the properties you're interested in visiting and map their locations.
- **Document Storage:** Find the property information you need easily with search, filter and sort tools.
- **Custom Reports:** Print or export your roof asset data to Excel and create custom reports.

Service Dispatch Center

Advanced Access gives you the capability to send and track work order requests to our team from anywhere with the click of a button. With package-style tracking, you can follow a project in real-time until the issue is resolved.

Dispatch	Arrival ETA	In Progress	Resolved	Confirmed
02/04/15 7:36:49 AM	02/05/15 8:00:00 AM	02/05/15 8:30:23 AM	02/05/15 10:03:45 AM	02/05/15 10:33:00 AM

Service Dispatch benefits include:

- **One Click Dispatch:** Use any internet-enabled device to schedule roof work.
- **Package-Style Tracking:** Work orders are tracked and time stamped at every step so you know the status of your project.
- **Automated Billing:** Invoices automatically generate as the ticket is closed out.

Site Inspection Reports

Advanced Access Site Inspection Reports provide customers with up-to-date digital reports of their roof assets and offers custom reporting to help with budgeting for future repairs and capital expenditures. No more hard-copy paper reports from the past. Advanced Access generates "living" inspection reports that are updated when service work is completed on your roof. Roof inspections are uploaded to the customer portal seamlessly and can be viewed from any device. Site Inspection Reports benefits include:

- **Observations:** View your roof without ever leaving the office. All service tickets, warranty information, invoices and repair documentation are stored for future analysis.
- **Current Condition:** View a summary that quantifies your roof assets' current status and the expected useful life.
- **Recommendations:** Receive suggestions on roof work driven by quality, supporting information and easy-to-understand grading.

SCHEDULE YOUR FREE DEMO TODAY!
800-638-6869
www.advancedroofing.com

Docusign Envelope ID: 255D1503-86E5-4405-90E5-7A6ECC743D3E

Pinellas County
DEPARTMENT OF ADMINISTRATIVE SERVICES

Merry Celeste, CPPB
Division Director
Purchasing and Risk Management

CONSTRUCTION CHANGE ORDER NO. 1

PROJECT:	**Roofing Services & Supplies, Waterproofing & Related Products and Services**
CONTRACT NO:	**190-0336-CP**
AGREEMENT DATE:	**November 17, 2020**
COMMENCEMENT DATE:	**November 17, 2020**
AGREEMENT TERM:	**1825 Days**
OWNER:	**Pinellas County**
CONTRACTOR:	**Advanced Roofing Inc**

DESCRIPTION:

1. Revise language for emergency responses.

REASON FOR CHANGE:

A review of the contract was conducted to determine that expectations for emergency requests must be clarified by revising language within the Invitation to Bid, Section D, Subsection E, Clause i to the following:

"For emergency repair calls, the Bidder shall respond by phone within four (4) hours and be on scene and provide a written quote within twenty-four (24) hours. Bidder may be required to provide emergency repairs at times outside of standard business hours. The Awarded Bidder shall be required to be available on a twenty four (24)hour basis for emergency work. Bidder shall provide the County with an on call, 24 hour telephone number for emergency services."

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The Contractor's acceptance of this Final Change Order shall be and shall operate as a release by the Contractor of all claims, whether known or unknown, (including, but not limited to, material, equipment, labor, overhead, fees, lost profits, and delay claims) the Contractor may have against the Owner for all things done or furnished in connection with the Project and for every act of the Owner and others relating to or arising out of the Project. Final payment by the Owner shall not release the Contractor or the Surety(ies) from any obligation under the Contract Documents for the Performance and Payment Bond or release the Contractor from any claims the Owner may have against the Contractor.

PINELLAS COUNTY, FLORIDA
by and through its Purchasing Director

By: Merry Celeste
Merry Celeste,
Purchasing and Risk Management
Director

Date: May 26, 2021

APPROVED AS TO FORM

By: Jacina Parson
Office of the County Attorney

Advanced Roofing Inc

By: _____

Michael Kornahrens, Vice President
Type/Print Name and Title

Docusign Envelope ID: 255D1503-86E5-4405-90E5-7A6ECC743D3E

AGREEMENT

THIS AGREEMENT, made and entered into by and between Pinellas County, a political subdivision of the State of Florida, hereinafter designated the COUNTY, and

Advanced Roofing Inc

(Corporation, Partnership or Individual Proprietor)

Authorized to do business in the State of Florida, with place of business located at:

4909 West Knollwood St.
Tampa, FL 33436

herein after designated the CONTRACTOR,

WITNESSETH:

That for and in consideration of the sum not to exceed Three million, eight hundred ninety thousand & no/100 DOLLARS $3,890,000.00 to be paid by the COUNTY to the CONTRACTOR as herein provided, and in further consideration of the mutual covenants and promises to be kept and performed by and between the parties hereto, it is agreed as follows:

1. THE CONTRACTOR AGREES:

A. To furnish all services, labor, materials and equipment necessary for the complete performance, in a thorough and workmanlike manner, of the Work contemplated under **Bid Title: Roofing Services & Supplies, Waterproofing & Related Products and Services, Bid No: 190-0336-B(AR)**, in Pinellas County, Florida, to comply with the applicable standards, and to perform all Work in strict accordance with the terms of the Contract Documents.

B. That the CONTRACTOR and each subcontractor shall furnish to the COUNTY, upon demand, a certified copy of the payroll covering Work under this Agreement, together with such other information as may be required by the COUNTY to ensure compliance with the law and the provisions of this Agreement.

C. To procure all insurance as required by the Instructions to Bidders.

D. To procure and maintain all permits and licenses which may be required by law in connection with the prosecution of the Work contemplated hereunder, except for those permits obtained by the County as expressly set forth in Appendix 1 of the Contract Documents. Notwithstanding the provisions above, the Contractor shall be responsible for non-compliance of all permit requirements, including all fines resulting from Contractor's non-compliance of said requirements.

E. To permit any representative(s) of the County, at all reasonable times, to inspect the Work in progress or any of the materials used or to be used in connection therewith, whether such Work is located on or off the Project site, and to furnish promptly, without additional charge, all reasonable facilities, labor and materials deemed necessary by the County's Project Manager, for the conducting of such inspections and tests as it may require.

F. Unless otherwise provided in the special provisions, special conditions and Specifications, to assume liability for all damage to Work under construction or completed, whether from fire, water, winds, vandalism, or other causes, until final completion and acceptance by the County and notwithstanding thefact that partial payments may have been made during construction.

Docusign Envelope ID: 255D1503-86E5-4405-90E5-7A6ECC743D3E

G. No subcontract or transfer of Agreement shall in any case release either the Contractor or its surety of any liability under the Agreement. The County reserves the right to reject any subcontractors or equipment.

Unless specifically prohibited by Florida law, the Contractor shall defend, indemnify and hold harmless the County and its officers and employees from any and all liabilities, claims, damages, penalties, demands, judgments, actions, proceedings, losses or costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, or by, or on account of, any claim or amounts recovered under the"Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree whether resultingfrom any claimed breach of this Agreement by the Contractor or from personal injury, property damage,direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor or anyone employed or utilized by the Contractor inthe performance of this Agreement. The duty to defend under this paragraph is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Contractor, the County and any indemnified party. The duty to defend arises immediately upon presentation of a claimby any party and written notice of such claim being provided to the Contractor. The Contractor's obligation to indemnify and defend under this Article will survive the expiration or earlier termination ofthis Agreement until it is determined by final judgment that an action against the County or an indemnifiedparty for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations. The Contractor shall guarantee the payment of all just claims for materials, supplies, tools,labor or other just claims against it or any subcontractor in connection with this Agreement.

H. By signing this Agreement, the contractor certifies under penalty of law that it understands the terms and conditions of, and will comply with, the Pinellas County National Pollutant Discharge Elimination System (NPDES) Permit No. FLS000005 that authorizes the storm water discharge associated with construction activities.

I. Contractor shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 *et. seq*, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable
Pinellas County Board of County Commissioners
P. O. Box 2438
Clearwater, FL 33757

Each invoice shall include, at a minimum, the Contractor's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Contractor also include the information shown in Section A – General Conditions Payments/Invoices. The County may dispute any payments invoiced by Contractor in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

J. Local, State, and Federal Compliance Requirements: The laws of the State of Florida apply to any purchase made under this Invitation to Bid. Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to this bid and subsequent contract(s) including but not limited to Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA as applicable to this contract.

2. <u>IT IS MUTUALLY AGREED</u>:

A. That no change, alteration, amendment, payment for extra Work or agreement to pay for same, shall be binding upon the County until it has been approved the same, and until the same shall be properly approved by the Board.

B. The County shall designate a representative insofar as prosecution of the Work, and interpretation of the Plans and Specifications are concerned, and that no payments shall be made by the County under this Agreement except upon the certificate of the proper County designee.

C. This Agreement shall be interpreted under and its performance governed by the laws of the State of Florida.

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D. The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Contract Documents shall not be construed to be and shall not be a waiver of any such provision or provisions or of its rights thereafter to enforce each and every such provision.

E. Each of the parties hereto agrees and represents that this Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and that no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, Work performed, or payments made prior to execution hereof shall be deemed merged into, integrated and superseded by this Agreement.

F. Should any provision of this Agreement be determined by a court to be unenforceable, such determination shall not affect the validity or enforceability of any section or part thereof.

3. The documents comprising this Agreement, which shall be known as the "Contract Documents", include the entirety of County's ITB pursuant to which this Agreement is awarded, including any addenda, and Contractor's submittal thereto. The following portions of the Contract Documents are listed for the purposes of determining priority:

CHANGE ORDER(S)

ADDENDA (if applicable)

SECTION B SPECIAL CONDITIONS

SECTION D SPECIFICATIONS

If there is a conflict between the terms of the Contract Documents, then the conflict shall be resolved according to the following order of priority: any terms required as a condition of grant funds shall have first priority; then the terms of this Agreement; then **the terms of the above listed documents shall be given preference in their above listed order; and then the terms of any remaining documents.**

4. **PUBLIC RECORDS – CONTRACTOR'S DUTY**

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the Pinellas County Board of County Commissioners, Purchasing Department, Operations Manager custodian of public records at 727-464-3311, purchase@pinellascounty.org, Pinellas County Government, Purchasing Department, Operations Manager, 400 S. Ft. Harrison Ave, 6th Floor, Clearwater, FL 33756.

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5. This Agreement shall be binding upon, and shall inure to the benefit of the executors, administrators, heirs, successors and assigns of the Contractor.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year as written.

PINELLAS COUNTY acting by and through the Board of County Commissioners

Pat Gerald

Chairman

November 17, 2020

Date

ATTEST:
Ken Burke,
Clerk of the Circuit Court

By: Deputy Clerk

BOARD OF COUNTY COMMISSIONERS SEAL PINELLAS COUNTY, FLORIDA

Advanced Roofing Inc

By:

Signature:

Print Name: Michael Kornahrens

Title: Vice President

APPROVED AS TO FORM

By: Office of the County Attorney

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Pinellas County
DEPARTMENT OF ADMINISTRATIVE SERVICES

Merry Celeste, CPPB
Division Director
Purchasing and Risk Management

DATE: 8/30/2020

TIME POSTED: 1:00 P.M

PROCUREMENT ANALYST: Amanda Richardson

SUBJECT: Recommendation of Bid Award
Bid No.: 190-0336-B(AR)
Bid Title: Roofing Services & Supplies, Waterproofing & Related Products and Services

Pinellas County staff recommends award to Advanced Roofing in the amount of $3,890,000.00.

PLEASE ADDRESS REPLY TO:
400 South Ft. Harrison, Sixth Floor
Clearwater, Florida 33756
Phone: (727) 464-3311
FAX: (727) 464-3925
Website: www.pinellascounty.org/purchase

Docusign Envelope ID: 255D1503-86E5-4405-90E5-7A6ECC743D3E

5 of 2

SEALED BID • DO NOT OPEN

SEALED BID NO.: 190-0336-B(AR)

BID TITLE: Roofing Services & Supplies, Waterproofing & Related Products and Services

DUE DATE/TIME: STEP 1 July, 14, 2020 @ 3:00 p.m.
STEP 2 August 11, 2020 @ 3:00 p.m.

SUBMITTED BY: Advanced Roofing, Inc.
(Name of Company)

Please Note:

From time to time, addenda may be issued to this bid. Any such addenda will be posted on the same Web site, www.pinellascounty.org/purchase/Current_Bids1.htm , from which you obtained this bid.

Before submitting your bid you should check our Web site to download any addenda that may have been issued. Please remember to sign and return Addenda Acknowledgement Form with completed bid package if applicable.

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SUBMIT TO: **PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS** **400 S. FT. HARRISON AVENUE** **ANNEX BUILDING – 6TH FLOOR** **CLEARWATER, FL 33756**	Pinellas County Department of Administrative Services **INVITATION TO BID**	**BID NUMBER: 190-0336-B(AR)**
ISSUE DATE: **June 23, 2020**	**TITLE:** Roofing Services & Supplies, Waterproofing & Related Products and Services	

SUBMITTAL DUE: Step 1 July, 14, 2020 @ 3:00 P.M.
Step 2 August 11, 2020 @ 3:00 P.M.

AND MAY NOT BE WITHDRAWN FOR 90 DAYS FROM DATE LISTED ABOVE. BID SUBMITTALS RECEIVED AFTER SUBMITTAL DATE & TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED

PRE-BID DATE & LOCATION:
NOT APPLICABLE

DEADLINE FOR WRITTEN QUESTIONS:
Step 1 **July 1, 2020 BY 3:00 P.M.**
Step 2 **July 21, 2020 BY 3:00 P.M.**

SUBMIT QUESTIONS TO: Amanda Richardson AT ajrichardson@pinellascounty.org Phone: 727-464-3151

THE MISSION OF PINELLAS COUNTY
Pinellas County Government is committed to progressive public policy, superior public service, courteous public contact, judicious exercise of authority and sound management of public resources to meet the needs and concerns of our citizens today and tomorrow

Merry Celeste
MERRY CELESTE, CPPB
Division Director
Purchasing and Risk Management

BIDDER MUST COMPLETE THE FOLLOWING

NO CHANGES REQUESTED BY A BIDDER WILL BE CONSIDERED AFTER THE BID OPENING DATE AS ADVERTISED. BY SIGNING THIS BID FORM, YOU ARE ATTESTING TO YOUR AWARENESS OF THIS POLICY AND ARE AGREEING TO ALL OTHER BID TERMS AND CONDITIONS, INCLUDING ALL INSURANCE REQUIREMENTS.

BIDDER (COMPANY NAME): Advanced Roofing, Inc **D/B/A** NA

MAILING ADDRESS: 4909 West Knollwood St **CITY / STATE / ZIP** Tampa , FL 33436

COMPANY EMAIL ADDRESS: BillL@advancedroofing.com

PHN: (813)8855811 Ext 1303 **FAX:** ( )

***REMIT TO NAME:** ADVANCED ROOFING INC
(As Shown On Company Invoice)

FEIN# 59-2360591

CONTACT NAME: Bill Lester

Proper Corporate Identity is needed when you submit your bid, specifically how your firm is registered with the Florida Division of Corporations. Please visit www.sunbiz.org for this information.

PRINT NAME: Bill Lester

EMAIL ADDRESS: BillL@advancedroofing.com

I HEREBY AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS INVITATION TO BID, INCLUDING ALL INSURANCE REQUIREMENTS & CERTIFY I AM AUTHORIZED TO SIGN THIS BID FOR THE SUBMITTER.

AUTHORIZED SIGNATURE:

PRINT NAME/TITLE: Robert. F Kornahrens/President

RETURN THIS FORM WITH YOUR RESPONSE

Docusign Envelope ID: 255D1503-86E5-4405-90E5-7A6ECC743D3E

SECTION E – BID SUBMITTAL FORM

Bid # 190-0336-B(AR)

Bid Title: Roofing Services & Supplies, Waterproofing & Related Products and Services

QUALIFICATION SUBMITTAL FORM

The invitation to bid for this Project requires that this qualification submittal be included with the proposal and completed in its entirety.

A component of the Pre-Qualification of Bidder process is background check and review. Please provide the following documentation and include with Qualification Submittal Forms due by Step 1 due date listed on page 1.

~~1. Provide copies of any and all Occupational Safety and Health Administration (OSHA) Inspection Reports involving your company.]~~

2. Bidders must be provide proof company is a licensed Certified Roofing Contractors and an insured entity, registered with the State of Florida. Individual Supervisors and Roofing Technicians must possess a valid State of Florida Roofing Contractor License. Proof of current licenses must be submitted with bid.
3. Provide a list of any subsidiaries your Company owns or is affiliated with. List name of company, full address, phone number, officers and directors of Company. Information provided must contain the first, middle and last name as well as date of birth. If verification cannot be obtained we may require a social security number.
4. Is your company owned by, or an affiliate of, a parent company? Please list the names and addresses of those officers and directors. Information provided must contain the first, middle and last name as well as date of birth. If verification cannot be obtained we may require a social security number.
5. Provide a list of all officers and directors of your company including addresses. Information provided must contain the first, middle and last name as well as date of birth. If verification cannot be obtained we may require a social security number.
6. If your company is publicly owned, provide detailed information on any occurrences or potential occurrences of a default.
7. Provide detailed information on any and all bankruptcy filings for your company. Specify the jurisdictions for all such filings.
8. Provide information on any and all lawsuits, litigation, judgments, verdicts, settlements, etc., involving your company and the owners of any projects that your company has been involved in, as follows:

    a. Any and all Federal, State and/or Local lawsuits involving your company and the owners of any projects your company has been involved in, for the last three (3) years;

    b. Any and all pending or recently filed litigation involving your company and the owners of any projects your company has been involved in. Specify the jurisdictions the litigation was filed in.

    c. Any and all judgments involving your company and the owners of any projects your company has been involved in. Specify the jurisdictions the judgment occurred in.

    d. Any and all verdicts or settlements involving your company and the owners of any projects your company has been involved in. Specify the jurisdictions the verdicts or settlements occurred in.

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SECTION E – BID SUBMITTAL FORM

QUALIFICATION SUBMITTAL FORM(S)

Bid # 190-0336-B(AR)
Bid Title: Roofing Services & Supplies, Waterproofing & Related Products and Services

QUALIFICATION SUBMITTAL FORM

The invitation to bid for this Project requires that this qualification submittal be included with the proposal and **completed in its entirety**.

NOTE: BIDDER SHALL SUBMIT QUALIFICATION SUBMITTAL IN DUPLICATE ON FORM PROVIDED HEREIN TO PROVIDE THE QUALIFICATION REQUIREMENTS AS SPECIFIED IN

Company Name: Please include below

Advanced Roofing, Inc.

Project 1 (of similar type) Description

Existing Term Contract for Roofing Services

Owner of Project - Contact Information

Name: City of Sunrise / Holly Raphaelson

Address: 3495 N., Hiatus Road, Surnise, FL 33351

Telephone Number and Email Address: 954-572-2274 / hraphaelson@sunrisefl.gov

Design Professional/Engineer - Contact Information

Name: N/A

Address:

Telephone Number and Email Address:

Project Award Amount: $ TBD

Final Project Total Amount: $ TBD

Scheduled Completion Date Term Contract started on 5/31/2019

Actual Completion Date On going contract is good through 5/31/2022 with 3-one year renewals

Docusign Envelope ID: 255D1503-86E5-4405-90E5-7A6ECC743D3E

SECTION E – BID SUBMITTAL FORM

QUALIFICATION SUBMITTAL FORM (continued)

Bid # 190-0336-B(AR)
Bid Title: Roofing Services & Supplies, Waterproofing & Related Products and Services

Company Name: Please include below

Advanced Roofing, Inc.

Project 2 (of similar type) Description

Existing Term Contract for Roofing Services

Owner of Project - Contact Information

Name: Port Everglades/Broward County - Jouvens Adrien

Address: 115 S. Andrews Ave, Fort Lauderdale, FL 33301

Telephone Number and Email Address: 954-468-3500 / jadrien@broward.org

Design Professional/Engineer - Contact Information

Name: N/A

Address:

Telephone Number and Email Address:

Project Award Amount: $ 2,422,875.00

Final Project Total Amount: $ on going

Scheduled Completion Date Term Contract Started on 5/11/2018

Actual Completion Date This is ongoing Term Contract until 5/11/2021

Docusign Envelope ID: 255D1503-86E5-4405-90E5-7A6ECC743D3E

SECTION E – BID SUBMITTAL FORM

QUALIFICATION SUBMITTAL FORM (continued)

Bid # 190-0336-B(AR)
Bid Title: Roofing Services & Supplies, Waterproofing & Related Products and Services

Company Name: Please include below

Advanced Roofing, Inc

Project 3 (of similar type) Description

Existing Term Contract for Roofing Services

Owner of Project - Contact Information

Name: Broward County / Robin Swanson

Address: 115 South Andrews Ave, Fort Lauderdale, FL 33301

Telephone Number and Email Address: 954-357-6486 / roswanson@broward.org

Design Professional/Engineer - Contact Information

Name: N/A

Address:

Telephone Number and Email Address:

Project Award Amount: $ TBD

Final Project Total Amount: $ TBD

Scheduled Completion Date This is a term contract that started in 2015

Actual Completion Date Contract will expire on 9/7/2020 possible extension

Docusign Envelope ID: 255D1503-86E5-4405-90E5-7A6ECC743D3E

SECTION E – BID SUBMITTAL FORM

QUALIFICATION SUBMITTAL FORM (continued)

Bid # 190-0336-B(AR)
Bid Title: Roofing Services & Supplies, Waterproofing & Related Products and Services

Company Name: Please include below

Advanced Roofing, Inc

Project 4 (of similar type) Description

Existing Term Contract for Roofing Services

Owner of Project - Contact Information

Name: Orange County Government / Elia Batista

Address: 400 E South Street, Orlando, FL 32801

Telephone Number and Email Address: 407-836-8344 / elia.batista@ocfl.net

Design Professional/Engineer - Contact Information

Name: N/A

Address:

Telephone Number and Email Address:

Project Award Amount: $ TBD

Final Project Total Amount: $ TBD

Scheduled Completion Date Term Contract that was awarded 2/2/2020

Actual Completion Date Contract is valid until 2/2/2021 with 2-one year renewals

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Bid # 190-0336-B(AR)
Bid Title: Roofing Services & Supplies, Waterproofing & Related Products and Services

QUALIFICATION SUBMITTAL FORM (continued)
The invitation to bid for this Project requires that this qualification submittal be included with the proposal and completed in its entirety.

Vendor Information

Firm Name: Advanced Roofing, Inc.

Street Address:	City:	State:	ZIP:
4909 West Knollwood St	Tampa	FL	33634

Additional Info:

Officer/Director Information

Officer/Director/Member:	Title:	DOB:	SSN:
Robert P. Kornahrens	President	10/03/1957	-
Notes:			
Officer/Director/Member:	Title:	DOB:	SSN:
Kevin Korhnarens	Vise President	08/26/1983	-
Notes:			
Officer/Director/Member:	Title:	DOB:	SSN:
Michael Kornahrens	Vise President	08/26/1983	-
Notes:			
Officer/Director/Member:	Title:	DOB:	SSN:
Notes:			
Officer/Director/Member	Title:	DOB:	SSN:
Notes:			

Additional Information: (On Vendor or Contract Requirements)

Docusign Envelope ID: 255D1503-86E5-4405-90E5-7A6ECC743D3E

SECTION E – BID SUBMITTAL FORM

BID SUBMITTAL OFFICERS FORM

BID TITLE: Roofing Services & Supplies, Waterproofing & Related Products and Services
BID NUMBER: 190-0336-B(AR)

Each Bid by an individual or firm shall state the name and address of each person who owns an interest therein, and, if any corporation, the name and addresses of its officers, or if an LLC, the name and address of its members. Bids shall be signed by the person or member of the firm making the same, and if a corporation, by an authorized officer or agent, subscribing the name of the corporation, together with his own name and the corporate seal.

The Bidder further agrees to execute the Agreement within ten (10) calendar days after receipt of notice of award, and within the time frame of Section H – Agreement.

Accompanying the Bid is a Bid Guarantee, meeting the requirements described in the Instruction to Bidders.

The Contractor's address and principal place of business is:

1950 NW 22ND ST FORT LAUDERDALE , FL 33311

If Contractor is a Corporation, list the names, titles and business addresses of its President, Secretary and Treasurer.

PRESIDENT Robert P. Kornahrens
Printed Name

ADDRESS: 1950 NW 22ND ST FORT LAUDERDALE , FL 33311

SECRETARY Robert P. Kornahrens
Printed Name

ADDRESS: 1950 NW 22ND ST FORT LAUDERDALE , FL 33311

TREASURER Kevin Kornahrens
Printed Name

ADDRESS: 1950 NW 22ND ST FORT LAUDERDALE , FL 33311

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SECTION E – BID SUBMITTAL FORM

Said Corporation is qualified to do business in the State of Florida

Advanced Roofing, Inc. By
Corporation Name

President Robert P. Kornahrens

Robert P. Kornahrens Qualifying Agent

If Contractor is not a corporation, list the name(s) and business address(es) of its owner(s), joint venturers or partners:

Name _____ **ADDRESS:**
Printed Name

Name _____ **ADDRESS:**
Printed Name

Name _____ **ADDRESS:**
Printed Name

The said company or business entity is a sole proprietorship, partnership, or joint venture and is trading and doing business as

_____
Company Name

By: _____

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SECTION E – BID SUBMITTAL FORM

ELECTRONIC PAYMENT (EPAYABLES):

The Board of County Commissioners (County) is offering faster payments. The County would prefer to make payment using credit card.

Would your company accept to participate in the ePayables credit card program?

Yes ☐ No ☒

For more information about ePayables credit card program please visit Purchasing Department website www.pinellascounty.org/purchase.

Company Name Advanced Roofing, Inc

Signature

Printed Signature Robert P. Kornahrens

Docusign Envelope ID: 255D1503-86E5-4405-90E5-7A6ECC743D3E

SECTION F ADDENDA ACKNOWLEDGEMENT FORM

SECTION F - ADDENDA ACKNOWLEDGEMENT FORM:

Bid Title: Roofing Services & Supplies, Waterproofing & Related Products and Services

Bid No: 190-0336-B(AR)

PLEASE ACKNOWLEDGE RECEIPT OF ADDENDA FOR THIS ITB BY SIGNING AND DATING BELOW:

ADDENDUM NO.	SIGNATURE/PRINTED NAME	DATE RECEIVED
2	Robert P. Kornahrens	7/30/2020
3	Robert P. Kornahrens	7/31/2020
4	Robert P. Kornahrens	8/10/2020

Note: Prior to submitting the response to this solicitation, it is the responsibility of the firm submitting a response to confirm if any addenda have been issued. If such addendum(s) has been issued, acknowledge receipt by signature and date in this section. Failure to do so may result in being considered non-responsive.

Information regarding Addenda issued is available on the Purchasing Department's website at, www.pinellascounty.org/purchase/Current_Bids1.htm , listed under category 'Current Bids'.

EXPERIENCE MATTERS

ADVANCED ROOFING INC

ESTABLISHED 1983

CONTRACT TYPE	ADVANCED ROOFING TERM CONTRACTS	CONTRACT COMMENCE YEAR & RENEWALS	CONTRACT TERMS	RENEWALS	EXPIRATION	CONTRACT RENEWED	REMAINING RENEWALS	CONTACT NAME	PHONE NUMBER
SOUTH AREA TERM CONTRACTS									
TERM	Port Everglades Roof Repair, Replacment and Related Services	1997, 2010 ,2011, 2012, 2014, 2018	1 Year	2-One Year	5/11/2021	5/22/2019		Kevin Cheerangie	954-468-0117
TERM	Palm Beach County Annual Contract-Roofing	1999, 2008, 2010, 2011, 2012, 2013, 2014, 2015	1 Year	4 - One Year	12/14/2020	9/10/2019		Darrell Lange	561-233-2055
TERM	Broward College	2001, 2007, 2010, 2011, 2013, 2015, 2020	3 Years	2 - One Year	5/18/2023		2-One Year	Eileen Hunt	954-201-5317
TERM - Piggyback	School District of St. Lucie County (Piggybacking Broward College)	2011, 2013	6 Months	2 - One Year	10/24/2020 Extension for 6 months until new contract is issued	4/28/2018	1-One Year	Bob Massa	772-785-6687
TERM	SBBC - Construction Services Emergency Projects VI (CSEP) - 18-171F	2005, 2007, 2010, 2012, 2013, 2014 - new contract 2018	3 Year	1 - One Year	5/8/2021	5/8/2018	1-One Year	Philip Kaufold and Luis Perez	754-321-1681
TERM - Piggyback	Town of Davie - Piggyback off Sourcewell	2006, 2008, 2010, 2013, 2019	1 Year	2-One Year	4/30/2020		2-One Year	Mike Scott	954-797-1243
TERM	FDOT - Routine Maintenance, Repair, nstallation and Evaluaiton to Roof Systems at Various Locations on Florica's Turnpike Mainline	2019	1 Year	3-One Year	12/15/2020		3-One Year	Leonard Robinson	Leonard.Robinson@dot.state.fl.us
TERM	SBBC - Construction Services Minor Projects (CSMP) - FY20-130 - Single Fixed Multiplier Contract - For Roofing, GC and Mechanical	2005, 2008, 2011, 2013, 2014, 2017, 2020	3 Year	2-One Year	5/19/2023		2-One Year	Cheryl Fields	754-321-0555 cfields@browardschools.com
TERM	School District of Palm Beach County - Roofing Contractor Services for Disaster Recovery Assistance	2005-2009, 2010, 2013, 2014, 2015	1 Year	4-One Year	7/21/2020	7/22/2019		Ian Superville	561-882-1911 px21911
TERM	School District of Palm Beach County- Roofing Products and Services New Contract #20C-45V Section 1 Only to Bid on Work	2005-2009, 2011, 2012, 2013, 2014, 2015, 2018,2020	3-Years	2-One Year	6/17/2023		2-One Year	Debra Hammerschlag	561-434-8229 x48229
TERM	Miami Beach - General Building Specialty Trade Services	2013, 2018	3 Year	2-One Year	2/7/2021	2/7/2018	2-One Year	Jorge Guelmunde	305-673-7490 x6930
TERM	Town of Palm Beach-Roofing Contractors	2015, 2020	1 Year	4-One Year	5/14/2021		4-One Year	Eric Shibley	eshibley@townofpalmbeach.com
TERM	Martin County School District - District Wide Roofing Repairs, Gutters, Maintenance and Materials	2017	3 Year	2- One Year	8/15/2020		2- one year	Neil Appel	772-219-1255 x203
TERM	Lee County County Wide Roofing	2017, 2018, 2019	1 Year	3 - One Year	11/12/2021	6/22/2020		Kimberly Urban	239-533-2111
TERM	School District of Indian River County - Districtwide Roof Repairs and Maintenance Services	2018	1 Year	2- One Year	2/26/2021	2/27/2020		Jeff Carver	772-564-5050
TERM	Boeing Company - Miami	2019	3 Year		4/30/2022			Jeff White	843-469-0692
TERM	SBBC - Roofing Services	2018	3 Years	2-One Year	9/30/2021		2-One Year	Al Shelton	754-321-0520
TERM	FAU - Roofing Services	2018	3 Years	2 Three Years	6/30/2021		2-Three Years	Carolyn Bethmann	561-297-2608
TERM	FIU - Small Trade Services II	2018	5 Years	5 Years	9/14/2023		5 Years	Kelly Loll-Director of Procurement Services	305-348-2161
TERM	Lauderhill-Trade Roof Contractors-Prequal	2018	3 Years	2-One Year	8/27/2021		2-One Year	Kentrea White	954-777-2051
TERM	CCPS(Collier County Public Schools) - #19-050 Roofing Inspection & Repair Services	2018	2 Years	3-One Year	6/30/2021	5/12/2020	2-One Year	Tiffany Alzamora	239-377-0047
TERM	Broward County - Roofing Maintenance & Repairs at Various County Buildings	2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015	1 Year	2-One Year	9/8/2020 - Interim Contract up to 6 months 2nd Amendment	3/8/2020		Robin Swanson	954-357-6486
TERM-Piggyback	City of Deerfield Beach - (Piggyback off Broward County P1356708B1)		1 Year	2-One Year	9/8/2020 - Interim Contract up to 6 months 2nd Amendment	3/8/2020			

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EXPERIENCE MATTERS.

ADVANCED ROOFING INC

ESTABLISHED 1983

CONTRACT TYPE	ADVANCED ROOFING TERM CONTRACTS	CONTRACT COMMENCE YEAR & RENEWALS	CONTRACT TERMS	RENEWALS	EXPIRATION	CONTRACT RENEWED	REMAINING RENEWALS	CONTACT NAME	PHONE NUMBER
TERM-Piggyback	City of Lauderhill - (Piggyback off Port Everglades)	2018	1 Year	2-One Year	5/11/2021	5/22/2019			
TERM	City of Sunrise - Roofing Maintenance and Repairs	2019	3 Years	3-One Year	5/31/2022		3-One Year	Holly Raphaelson	954-572-2274
TERM	Sourcewell - Southeast Florida Area	2019	1 Year	2-One Year	4/30/2021	4/30/2020	1-One Year	Brandon Town	brandon.town@sourcewell.mn.gov
TERM-Piggyback	City of Miramar - Piggyback off Port Everglades (switched back on 6/24/2020 from the Broward County)	2019			5/11/2021			Aubrey Boyd	aboyd@miramarfl.gov
TERM-Piggyback	NIPA / RoofConnect				2/28/2021	2/28/2019	3 Years	Jeremy Hill	
TERM	Baptist Health - Emergency Roof Repairs	2019	2 Years	1-One Year	7/1/202021		1 - One Year	Dorys Santana	doryss@baptisthealth.net
TERM	Baptist Health - Master Agreement	2014, 2019	5 Years		9/30/2024	10/1/2019		Brocke Abbott	brockea@baptisthealth.net
TERM-Piggyback	Monroe County School District (Piggyback off SDPBC)	2019	1 year	3-One Year	8/12/2020		3-one Year	Michael Skrodinsky 305-293-1400 ex53405	michael.skrodinsky@keysschools.com
TERM - Piggyback	Town of Davie - Piggyback off City of Sunrise - for Service	2019	3 Year	3-One Year	5/31/2022		3-one Year	Jenna Albers 954-797-1131	Jenna_Albers@davie-fl.gov
TERM - Piggyback	City of Vero Beach - Piggyback off City of Sunrise	2019	3 Year	3-One Year	5/31/2022		3-one Year	Carol Shoaf 772-978-5474	cshoaf@covb.org
TERM	Collier County - Roofing Replacement Contractors	2019	3 Year	2-One Year	11/11/2022		2-One Year	Ana Reynoso - 239-252-8950	ana.reynoso@colliercountyfl.gov
TERM	Miami Beach - Job Order Contracting Services-Various Trades	2019	2 Year	3-One Year	12/4/2021		3-One Year	Jorge Gueimunde	305-673-7490 ext 6930
TERM-Piggyback	City of Fort Lauderdale - Piggyback off City of Sunrise	2019	3 Year	3-One Year	5/31/2022		3-One Year	Linda Blanco	lblanco@fortlauderdale.gov
TERM	SWA (Solid Waste Authority	2019	3 Year	Optional 90 day	12/15/2022		Optional 90 Day	Leo Bermudez	lbermudez@swa.org
TERM-Piggyback	City of Coral Springs - Piggyback off City of Sunrise	2020	3 Year	3-One Year	5/31/2022		3-One Year	Roxanne Sookdeo	rsookdeo@coralsprings.org
TERM-Piggyback	City of Boynton Beach - Piggyback off City of Sunrise	2020	3 Year	3-One Year	10/31/2020		3-One Year	Gail Mootz	mootzg@bbfl.us
TERM	City of Stuart - City Wide Annual Roofing Repair and Replacement	2020	1 Year	2-One Year	5/10/2021		2-One Year	Alaina Knolla	aknolla@ci.stuart.fl.us
TERM-Piggyback	City of Doral - Piggyback off City of Sunrise	2020	3 Year	3-One Year	5/31/2022		3-One Year	Luis Sanchez	luis.sanchez@cityofdoral.com
TERM	Miami Dade County Public Schools (MDCPS) Roofing Term Bid Open Market	2020	1 Year	2-One Year	4/29/2021		2-One Year	Edna Barron	ebarron15@dadeschools.net
TERM	Seminole Tribe of Florida - Certified Roofing Contractor Services	2020	3 Year		6/31/2023			Trecia Demby	treciademby@semtribe.com
CENTRAL , NORTH & WEST AREA TERM CONTRACTS									
TERM	Boeing Company - Titusville	2015, 2018	3 Year		1/31/2021	1/30/2020		Leisa Balch	321-225-3683
TERM	Orange County - New Contract	2016, 2020	1 Year	2-One Year	2/2/2021		2-one Year	Katona Mincey	407-836-5664
TERM	Volusia County	2018	3 Year		3/6/2021			Inga Fegley	386-736-5935
TERM	SDOC - School District of Osceloa County - Roofing Installaiton and Repair Contractor Services	2018	2 Year	1-One Year	1/1/2021			Cheryl Hood	407-870-4627
TERM	Sourcewell - Southwest Florida Area	2019	1 Year	2-One Year	1/4/2021	12/26/2019	1-One Year	Brandon Town	Brandon.Town@sourcewell.mn.gov
TERM	Sourcewell - East Central Florida Area	2019	1 Year	2-One Year	1/4/2021	12/26/2019	1-One Year	Brandon Town	Brandon.Town@sourcewell.mn.gov
TERM	Sourcewell - Northeast Florida Area	2019	1 Year	2-One Year	4/30/2021	4/30/2020	1-One Year	Brandon Town	brandon.town@sourcewell.mn.gov
TERM	Sourcewell - Northwest Florida Area	2019	1 Year	2-One Year	4/30/2021	4/30/2020	1-One Year	Brandon Town	brandon.town@sourcewell.mn.gov
TERM	Sourcewell - West Central Florida Area	2019	1 Year	2-One Year	4/30/2021	4/30/2020	1-One Year	Brandon Town	brandon.town@sourcewell.mn.gov
TERM	Orlando Aviation Authority - Continuing Roofing Construction Services	2019	3 Year	2-One Year	1/8/2022		2-One Year	Kathy Anderson	

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EXPERIENCE MATTERS.

ADVANCED ROOFING

ESTABLISHED 1983

CONTRACT TYPE	ADVANCED ROOFING TERM CONTRACTS	CONTRACT COMMENCE YEAR & RENEWALS	CONTRACT TERMS	RENEWALS	EXPIRATION	CONTRACT RENEWED	REMAINING RENEWALS	CONTACT NAME	PHONE NUMBER
TERM	Lake County Roof Repair Services	2019	1 Year	4-One Year	1/14/2021		3-One Year	Ed Tipton	352-343-9489
TERM	Hernando County - Construction Projects Under 200k	2019	2 Year	2-One Year	5/13/2021		2-One Year	Diane Kafrissen	352-540-6268
TERM	Kinder Morgan	2019	2 Year		1/11/2021				
TERM-	City of Bradenton - Piggyback off City of Sunrise	2019	3 Year	3-One Year	5/31/2022		3-One Year	Magdalena Krutick	magdalena.krutick@cityofbradenton.com
TERM	Orlando Utilities Commission	2019	3 Year	2-One Year	11/11/2022		2-One Year	Chanda Davis	cdavis2@ouc.com
TERM - Piggyback	Village Center Community Development District- Piggyback off City of Sunrise	2020	3 Year	3-One Year	5/31/2022		3-One Year	Herschel Wiley or Melissa Schaar	
TERM - Piggyback	North Sumter County Unitity Community Development District - Piggyback off City of Sunrise	2020	3 Year	3-One Year	5/31/2022		3-One Year	Herschel Wiley or Melissa Schaar	
TERM - Piggyback	Sumter Landing Community Development District- Piggyback off City of Sunrise	2020	3 Year	3-One Year	5/31/2022		3-One Year	Herschel Wiley or Melissa Schaar	
TERM	Alachua County - Minor Roof Repair Services	2019	1 Year	2-Two Year	9/30/2022	4/15/2020	1-Two Year		
TERM	AFICC/771 ESS/EGB Wide Roofing Repair and Replacement	2020	5 Year		5/27/2025			Christine Yerkes	cyerkes@yerkessouth.com
PRIVATE ENTITY TERM CONTRACTS									
TERM	Publix Supermarket	1997, 2002, 2007, 2012,	5 Year		ongoing			Bobby Stewart	813-299-6466
TERM	Pratt & Whitney	2005, 2010, 2013, 2014	2 Year	1 Year	ongoing			William Booth	561-796-5052
TERM	UPS	2007, 2008, 2009, 2010, 2011	1 Year	1 Year	ongoing			Mario Valdes	
TERM	FPL-CBRE	2009, 2011	2 Year		ongoing				
TERM	Memorial Healthcare Systems	2010, 2013	1 Year		ongoing			Jay Sindha JSindha@mhs.net	954-276-5621 - O 954-276-6054 - Fax

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SECTION E – BID SUBMITTAL FORM

SECTION E -BID SUBMITTAL FORM:

Bid Title: Roofing Services & Supplies, Waterproofing & Related Products and Services

Bid Number: 190-0336-B(AR)

(Schedule of Values)

PLEASE REFER TO THE ATTACHMENT TITLED SECTION E - BID SUBMITTAL SHEETS (MICROSOFT EXCEL)

BID SUBMITTAL IS TO BE SUBMITTED IN EXCEL FORMAT AND ONE PAPER COPY

NO CHANGES SHALL BE MADE TO THE PAY ITEM QUANTITIES CONTAINED HEREIN.
ANY CORRECTIONS TO BIDDER ENTRIES SHALL BE MADE IN INK AND SHALL BE INITIALED BY BIDDER.

STEP 1: BID SUBMITTAL REQUIREMENTS	Step 1	Step 2
Page 1	X	X
Proof of Licenses and insurance: State of Florida Roofing Contractor License	X	X
Section E – Bid Submittal Forms; Qualification Forms, Officers Forms (pages 40-47)	X	X
Section E –Bid Summary and Submittal Sheet(excel)		X
W-9	X	X
ePayables	X	X
Section F - Addenda Acknowledgment Form	X	X

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Addendum No. 1 Section E
Bid Submittal and Summary
Bid #: 190-0336-B(AR)
Bid Title: Roofing Services & Supplies, Waterproofing & Related Products and Services

Pricing submitted shall be all inclusive, including any delivery, freight, or shipping charges, travel, taxes, permits, or other additional charges related to required work. No additional charges will be allowed outside of the submitted rates below.

Roofing Repair Services Labor Rates

ROOF TYPE: METAL ROOFS

Regular Hourly Rate	Emergency/Holiday/After Hours Rate	Estimated Regular Hours Annually	Estimated Emergency/ Holiday/After Hours Annually	Estimated Annual Expenditure (Total-Regular and Emergency hours)	Extended (60 month) Expenditure (Total-Regular and Emergency hours)
$ 60.00	$ 75.00	1,500	1,500	$ 202,500.00	$ 1,012,500.00

ROOFT TYPE: OTHER ROOFS (including but not limted to shingles, tile, flat, low slope)

Regular Hourly Rate	Emergency/Holiday/After Hours Rate	Estimated Regular Hours Annually	Estimated Emergency/ Holiday/After Hours Annually	Estimated Annual Expenditure (Total-Regular and Emergency hours)	Extended (60 month) Expenditure (Total-Regular and Emergency hours)
$ 55.00	$ 65.00	3500	3500	$ 420,000.00	$ 2,100,000.00

Roofing Inspections Services Labor Rates

Regular Hourly Rate	Emergency/Holiday/After Hours Rate	Estimated Regular Hours Annually	Estimated Emergency/ Holiday/After Hours Annually	Estimated Annual Expenditure (Total-Regular and Emergency hours)	Extended (60 month) Expenditure (Total-Regular and Emergency hours)
$ 65.00	$ 80.00	250	250	$ 36,250.00	$ 181,250.00

Roof Drains Inspections and Repair Services Labor Rates

Regular Hourly Rate	Emergency/Holiday/After Hours Rate	Estimated Regular Hours Annually	Estimated Emergency/ Holiday/After Hours Annually	Estimated Annual Expenditure (Total-Regular and Emergency hours)	Extended (60 month) Expenditure (Total-Regular and Emergency hours)
$ 65.00	$ 80.00	50	50	$ 7,250.00	$ 36,250.00

PARTS	% Mark up from Cost	Estimated Annual Amount	Estimated Annual Expenditure	Estimated(60 month) Expenditure
Manufactuerer Material % Markup from cost	12%	$50,000	56000	280000
Other Material/Parts % Markup from cost	12%	$50,000	56000	280000

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FIRM'S RELATED EXPERIENCE
GOVERNMENT/SCHOOL PROJECT REFERENCES

Hillsborough County – Public Defenders Office
700 E. Twiggs Street, Tampa, FL 33602

1. Contract Amount: $519,000.00
2. Completion Date: 07/2020
3. Roof System: Modified Bitumen – Re-Roof
4. Total SF: 21,600
5. ARI Project Manager: Mike Landolfi
6. Owner Info:
    a. Name: Hillsborough County
    b. Address: 601 E. Kennedy Blvd, Tampa, FL 33602
    c. Reference Contact: Craig Clements (813) 399-2068
    clementsc@hillsboroughcounty.org

Florida Heart Associates
1550 Barkley Circle, Ft Myers, FL 33907

1. Contract Amount: $421,086.00
2. Completion Date: 01/2018
3. Roof System: Modified Bitumen - Re-Roof
4. Total SF: 28,300
5. ARI Project Manager: Mike Landolfi
6. Owner Info:
    a. Name: Florida Heart Association
    b. Address: 1550 Barkley Circle, Ft Myers, FL 33907
    c. Reference Contact: Lisa Harris (239) 938-2109
    lharris@flaheart.com

Manatee County Port Authority - Warehouse 2 & 8
13421 Eastern Ave, Palmetto, FL & 34221 & 210 Del Monte Way, Palmetto, FL 34221

1. Contract Amount: $960,870.00
2. Completion Date: 08/2018
3. Roof System: Single Ply - Re-Roof
4. Total SF: 82,000
5. ARI Project Manager: Ian Fragan
6. Owner Info:
    a. Name: Manatee County Port Authority
    b. Address: 300 Tampa Bay Way, Palmetto, FL 34221
    c. Reference Contact: Darby McElyea (941) 400-8549
    darbym@synergyid.com

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Florida Atlantic University - Bldg. 69 (Operations Bldg.)
777 Glades Rd., Boca Raton, FL 33431

7. Contract Amount: $403,177.00
8. Completion Date: 01/2019
9. Roof System: Single Ply - Re-Roof
10. Total SF: 42,000
11. ARI Project Manager: Connie Scott
12. Owner Info:
    a. Name: Florida Atlantic University
    b. Address: 777 Glades Rd., Boca Raton, FL 33431
    c. Reference Contact: Marc Kozlin (954) 258-0747
       mkozlin1@fau.edu

Indian River County - Administration Bldgs. A & B
1800 & 1801 27th Street, Vero Beach, FL 32960

1. Contract Amount: $1,738,196.00
2. Completion Date: 06/2018
3. Roof System: Metal - Re-Roof
4. Total SF: 104,144
5. ARI Project Manager: Carlos Varas
6. Owner Info:
    a. Name: Indian River County
    b. Address: 1801 27th St., Vero Beach, FL 32960
    c. Reference Contact: Richard Szpyrka (772) 226-1234
       rszpyrka@ircgov.com

Pratt & Whitney – Manufacturing Bldg. Fan Room #1 - Col A1-E7 Phase IV
17900 Beeline Hwy. Jupiter, FL. 33478

1. Contract Amount: $1,924,825.00
2. Completion Date: 05/2018
3. Roof System: Asphalt BUR w/Modified Bitumen Cap - Re-Roof
4. Total SF: 50,000
5. ARI Project Manager: Guy Campbell
6. Owner info:
    a. Name: United Technologies Corp., Pratt & Whitney Division
    b. Address: 17900 Beeline Hwy., Jupiter, FL 33478
    c. Reference Contact: Bill Booth (561) 796-5052
       william.booth@pw.utc.com

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Broward College - Central Campus - B-08
3501 SW Davie Rd., Davie, FL 33314

1. Contract Amount: $638,561.00
2. Completion Date: 03/2018
3. Roof System: Single Ply - Re-Roof
4. Total SF: 27,992
5. ARI Project Manager: Guy Campbell
6. Owner Info:
    a. Name: Broward College
    b. Address: 3501 SW Davie Rd., Davie, FL 33314
    c. Reference Contact: Sean Devaney (954) 201-6974 sdevaney@broward.edu

City of Sunrise - Nob Hill Soccer Club
10200 Sunset Strip, Sunrise, FL 33322

1. Contract Amount: $264,841.00
2. Completion Date: 03/2018
3. Roof System: Metal & Single Ply - Re-Roof
4. Total SF: 78,900
5. ARI Project Manager: Carlos Varas
6. Owner info:
    a. Name: City of Sunrise
    b. Address: 10770 West Oakland Park Blvd., Sunrise, FL 33351
    c. Reference Contact: Megan Kaufold (954) 888-6070 mkaufold@sunrisefl.gov

Palm Beach International Airport - Task W6 Cargo Bldg. #1475
846 Palm Beach International Airport, West Palm Beach, FL 33406

1. Contract Amount: $935,056.00
2. Completion Date: 12/2017
3. Roof System: Modified Bitumen - Re-Roof
4. Total SF: 39,200
5. ARI Project Manager: Susana Macias
6. Owner info:
    a. Name: Palm Beach County Department of Airports
    b. Address: 1720 Centerpark Dr. E., West Palm Beach, FL 33401
    c. Reference Contact: Erick Talamilla (561) 440-0552 Erick.Talamilla@weitz.com

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NASA - Kennedy Space Center - OSB1
Kennedy Space Center, FL 32899

1. Contract Amount: $1,140,000.00
2. Completion Date: 12/2017
3. Roof System: Modified Bitumen - Re-Roof
4. Total SF: 53,000
5. ARI Project Manager: Jaime Spathelf
6. Owner info:
    a. Name: NASA Procurement Code OP-ES
    b. Address: Kennedy Space Center, FL 32899
    c. Reference Contact: Matthew Conneen (321) 312-7626
    mconneen@cremerglobalservices.com

Port Everglades - Fred Steven Bldg. (FTZ)
3400 McIntosh Blvd., Fort Lauderdale, FL 33312

1. Contract Amount: $599,279.00
2. Completion Date: 11/2017
3. Roof System: EPDM Overlay - Repair
4. Total SF: 234,000
5. ARI Project Manager: Francisco Guzman
6. Owner info:
    a. Name: Broward County Board of County Commissioners
    b. Address: 115 South Andrews Ave., Rm 501, Fort Lauderdale, FL 33301
    c. Reference Contact: Jouvens Adrien (954) 468-3500
    jadrien@broward.org

Nova Southeastern University - HPD Annex
3401 S. University Dr., Davie, FL 33328

1. Contract Amount: $419,715.00
2. Completion Date: 08/2017
3. Roof System: Modified Bitumen - Re-Roof
4. Total SF: 34,300
5. ARI Project Manager: Todd Avery
6. Owner info:
    a. Name: Nova Southeastern University
    b. Address: 3301 College Ave., Davie, FL 33328
    c. Reference Contact: David Gerrits (561) 901-9209
    david@gciconstructs.com

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Indian River State College - Bldg. H (Mary L. Fields Health Science Center)
3209 Virginia Ave., Fort Pierce, FL 34981

1. Contract Amount: $533,335.00
2. Completion Date: 08/2017
3. Roof System: Metal - Re-Roof
4. Total SF: 20,000
5. ARI Project Manager: Todd Avery
6. Owner info:
    a. Name: Indian River State College
    b. Address: 3209 Virginia Ave., Fort Pierce, FL 34981
    c. Reference Contact: Sean Donahue (772) 462-7750 sdonahue@irsc.edu

Broward County Aviation - Air Cargo Bldg.
3400 SW 2nd Ave., Fort Lauderdale FL 33315

1. Contract Amount: $444,756.00
2. Completion Date: 05/2017
3. Roof System: Single Ply - Re-Roof
4. Total SF: 24,400
5. ARI Project Manager: Guy Campbell
6. Owner info:
    a. Name: Broward County Commission
    b. Address: PO Box 14740, Fort Lauderdale, FL 33302
    c. Reference Contact: Lionel Brown (954) 359-3185 librown@broward.org

Broward County – Stephen R. Booher Building
3275 NW 99th Ave., Coral Springs, FL 33065

1. Contract Amount: $1,133,523.00
2. Completion Date: 04/2016
3. Roof System: Modified Bitumen - Re-Roof
4. Total SF: 36,000
5. ARI Project Manager: Guy Campbell
6. Owner info:
    a. Name: Broward County Board of Commissioners
    b. Address: 115 S. Andrews Ave., Rm. 501-RP, Fort Lauderdale, FL 33301
    c. Reference Contact: Ian Harvey (954) 357-6485 iharvey@broward.org

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Broward College - Central Campus - Bldgs. 13, 24 & 25
3501 SW Davie Rd., Davie, FL 33314

1. Contract Amount: $525,356.00
2. Completion Date: 02/2016
3. Roof System: Single Ply - Re-Roof
4. Total SF: 32,885
5. ARI Project Manager: Guy Campbell
6. Owner Info:
    a. Name: Broward College
    b. Address: 3501 SW Davie Rd., Davie, FL 33314
    c. Reference Contact: Sean Devaney (954) 201-6974
    sdevaney@broward.edu

GSA Federal Courthouse & Office Building, Fort Lauderdale
299 East Broward Blvd Fort Lauderdale, FL 33301

1. Contract Amount: $702,290.00
2. Completion Date: 10/2015
3. Roof System: Modified Bitumen - Re-Roof
4. Total SF: 56,500
5. ARI Project Manager: Guy Campbell
6. Owner info:
    a. Name: United States of America GSA/PBS BUDGET-4PAF/RUSSELL FED
    b. Address: 75 Spring St. SW, Atlanta, GA 30303
    c. Reference Contact: Calvin Mason (843) 357-1713
    info@arcincorporated.org

Cyril E. King Airport USVI
Airport Road, Charlotte Amalie West, St Thomas USVI

1. Contract Amount: $1,853,426.82
2. Completion Date: 03/2014
3. Roof System: Single Ply - Re-Roof
4. Total SF: 120,100
5. ARI Project Manager: Jessica Kornahrens
6. Owner info:
    a. Name: Virgin Islands Port Authority
    b. Address: 8074 Lindberg Bay, St. Thomas USVI
    c. Reference Contact: Eric Cusin (340) 718-7222
    ecusin@jbcvi.com

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QUALIFICATION SUBMITTAL FORM (continued)
Applicable only when prequalification is not required.

The invitation to bid for this Project requires that this qualification submittal be included with the proposal and completed in its entirety.

A component of the Pre-Qualification of Bidder process is background check and review. Please provide the following documentation and include with Qualification Submittal Forms due on July 14th, 2020 by 3:00 P.M.

- Bidders must be provide proof company is a licensed Certified Roofing Contractors and an insured entity, registered with the State of Florida. Individual Supervisors and Roofing Technicians must possess a valid State of Florida Roofing Contractor License. Proof of current licenses must be submitted with bid. See attached
- Provide a list of any subsidiaries your Company owns or is affiliated with. List name of company, full address, phone number, officers and directors of Company. Information provided must contain the first, middle and last name as well as date of birth. If verification cannot be obtained we may require a social security number. N/A
- Is your company owned by, or an affiliate of, a parent company? Please list the names and addresses of those officers and directors. Information provided must contain the first, middle and last name as well as date of birth. If verification cannot be obtained we may require a social security number. N/A
- Provide a list of all officers and directors of your company including addresses. Information provided must contain the first, middle and last name as well as date of birth. If verification cannot be obtained we may require a social security number. **On the required form attached**
- If your company is publicly owned, provide detailed information on any occurrences or potential occurrences of a default. N/A
- Provide detailed information on any and all bankruptcy filings for your company. Specify the jurisdictions for all such filings. N/A
- Provide information on any and all lawsuits, litigation, judgments, verdicts, settlements, etc., involving your company and the owners of any projects that your company has been involved in, as follows: See Attached List

  a. Any and all Federal, State and/or Local lawsuits involving your company and the owners of any projects your company has been involved in, for the last three (3) years;

  b. Any and all pending or recently filed litigation involving your company and the owners of any projects your company has been involved in. Specify the jurisdictions the litigation was filed in.

  c. Any and all judgments involving your company and the owners of any projects your company has been involved in. Specify the jurisdictions the judgment occurred in.

  d. Any and all verdicts or settlements involving your company and the owners of any projects your company has been involved in. Specify the jurisdictions the verdicts or settlements occurred in.

EXPERIENCE MATTERS

ADVANCED ROOFING

Advanced Roofing has been involved in the following litigation with Owner's of Projects in the past three (3) years

YEAR	PLAINTIFF	DEFENDANT	CASE NO.	COUNTY	COURT	TYPE	DISPOSITION	CLAIM REASON	FINAL OUTCOME
2020	ADVANCED ROOFING, INC.	Gator Delray, LC	CACE-20-002444 (09)	BROWARD	CIRCUIT	Contract Dispute with Owner (in excess of $30,000)	OPEN	ADVANCED ROOFING WAS NOT PAID FOR WORK PERFORMED.	PENDING
2020	ADVANCED ROOFING, INC	Gator Sheridan, Inc.	COWE-20-003446 (53)	BROWARD	COUNTY	Contract Dispute with Owner (in excess of $15,000)	OPEN	ADVANCED ROOFING WAS NOT PAID FOR WORK PERFORMED.	PENDING
2020	ADVANCED ROOFING, INC	VILLAS OF OCEAN DUNE ASSOCIATION, INC	50-2019-CA-014407-XXXX-MB (AO) (moved to Private Arbitration)	PALM BEACH	CIRCUIT	Contract Dispute with Owner (in excess of $500,000)	OPEN	ADVANCED ROOFING WAS NOT PAID FOR WORK PERFORMED.	PENDING
2019	ADVANCED ROOFING, INC.	SAND DOLLAR I, INC	CA19-0785 (Div. 55)	ST. JOHNS	CIRCUIT	Contract Dispute with Owner (in excess of $20,000)	SETTLED.	ADVANCED ROOFING WAS NOT PAID RETAINAGE.	CONFIDENTIAL SETTLEMENT
2019	ADVANCED ROOFING, INC	VAA ENTERPRISES, LLC	2019-31854-COCI	VOLUSIA COUNTY	COUNTY	Contract Dispute with Owner (less than $10,000)	SETTLED	ADVANCED ROOFING WAS NOT PAID FOR SERVICE REPAIR WORK.	CONFIDENTIAL SETTLEMENT
2019	ADVANCED ROOFING, INC	MASTRO IMPORTS	COWE-19-005726	BROWARD	COUNTY	Contract Dispute with Owner (less than $10,000)	SETTLED	ADVANCED ROOFING WAS NOT PAID FOR SERVICE REPAIR WORK.	CONFIDENTIAL SETTLEMENT
2019	ADVANCED ROOFING, INC.	Lake Point Tower Condominium, Inc	CASE NO. CACE-19-007636 (12)	BROWARD	CIRCUIT	Contract Dispute with Owner (less than $40,000)	OPEN	ADVANCED ROOFING WAS NOT PAID FOR WORK PERFORMED.	PENDING.
2019	ADVANCED ROOFING, INC.	MARATHON PARADISE, INC.	CACE-18-018788	BROWARD	CIRCUIT	Contract Dispute with Owner (in excess of $15,000)	SETTLED	ADVANCED ROOFING WAS NOT PAID FOR HURRICANE REPAIR WORK.	CONFIDENTIAL SETTLEMENT
2018	ADVANCED ROOFING, INC	42nd STREET, LLC	Private Arbitration	PALM BEACH	N/A	Contract Dispute with Owner (in excess of $20,000)	CLOSED	ADVANCED ROOFING WAS NOT PAID FOR WORK PERFORMED.	JUDGEMENT IN FAVOR OF ADVANCED ROOFING
2017	HABITAT II CONDO ASSOCIATION	NATIONAL SNL GROUP, INC et al.	CACE-17-009342	BROWARD	CIRCUIT	Warranty Claim with HVAC division (50)	CLOSED	THE PLAINTIFF SUED THE GENERAL CONTRACTOR AND SEVERAL DEFENDANTS RELATING TO HURRICANE REPAIR WORK PERFORMED 10 YEARS AGO. ADVANCED ROOFING WAS NAMED AS A THIRD PARTY DEFENDANT RELATING TO WORK PERFORMED THROUGH ITS HVAC DIVISION. ADVANCED ROOFING WAS SUBSEQUENTLY DROPPED AS A PARTY.	VOLUNTARILY DISMISSED

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Docusign Envelope ID: 255D1503-86E5-4405-90E5-7A6ECC743D3E

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Advanced Roofing, Inc.
1950 NW 22nd Street
Fort Lauderdale, FL 33311

SURETY:
(Name, legal status and principal place of business)
Atlantic Specialty Insurance Company
605 Highway 169 North, Suite 800
Plymouth, MN 55441-6533

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)
Pinellas County, FL
400 South Fort Harrison Ave
Clearwater, FL 33756

BOND AMOUNT: Five Percent Of The Total Amount Bid (5%)

PROJECT:
(Name, location or address, and Project number, if any)
Roofing Services & Supplies, Waterproofing & Related Products and Services

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 11th day of August, 2020

(Witness)

Advanced Roofing, Inc.
(Contractor as Principal) (Seal)

(Title) Robert P. Kornahrens, President

(Witness)

Atlantic Specialty Insurance Company
(Surety) (Seal)

(Title) William Grefe Griffin, Attorney-in-Fact

ADVANCED ROOFING, INC. CORPORATE SEAL 1983 FLORIDA

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init. /

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OneBeacon
INSURANCE GROUP

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Ricardo Davila Lamar, William Grefe Griffin, Vivian Santiago, Michael Marino, Torre Taylor**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA
HENNEPIN COUNTY

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

ALISON DWAN NASH-TROUT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2025

_____
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 11th day of August, 2020.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

This Power of Attorney expires
January 31, 2025

_____
Kara Barrow, Secretary

Docusign Envelope ID: 255D1503-86E5-4405-90E5-7A6ECC743D3E

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank
Advanced Roofing.com

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
1950 NW 22nd Street

Requester's name and address (optional)

6 City, state, and ZIP code
Fort Lauderdale, FL 33311

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number
5 9 – 2 3 6 0 5 9 1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ MPK Date ▶ 7/14/20

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/6/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Frank H. Furman, Inc.
1314 East Atlantic Blvd.
P. O. Box 1927
Pompano Beach FL 33061

CONTACT NAME:
PHONE (A/C, No, Ext): (954)943-5050 FAX (A/C, No): (954)942-6310
E-MAIL ADDRESS: jenny@furmaninsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Greenwich Insurance Company	22322
INSURER B: American Guarantee & Liability Ins Co	26247
INSURER C: Bridgefield Employers Ins Co	10701
INSURER D: Navigators Specialty Ins Co	36056
INSURER E:	
INSURER F:	

INSURED
Advanced Roofing Inc
4909 W Knollwood Street
PO Box 15676
Tampa FL 33634

COVERAGES CERTIFICATE NUMBER: Jan 20 Tampa REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR X Contractual & XCU Incl X Broad form PD GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / X PRO-JECT / LOC OTHER:	X	Y	CGS740979401	1/1/2020	1/1/2021	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS X HIRED AUTOS / X NON-OWNED AUTOS		Y	CAB740979501	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Personal Injury Protection	$ 10,000
B	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / X RETENTION $ zero			AUC930367410 excess over AL, GL, EL	1/1/2020	1/1/2021	EACH OCCURRENCE	$ 10,000,000
							AGGREGATE	$ 10,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	830-56020	1/1/2020	1/1/2021	X PER STATUTE / OTHER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	$15M Excess over $10M Umbrella			CA20EXC003MMIC	1/1/2020	1/1/2021	Each Occurrence	15,000,000
							Aggregate	15,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Pinellas County, A Political Subdivision of the State of Florida is included as additional insured for general liability as required by written contract. General liability, auto liability & workers comp contain a waiver of subrogation in favor of the additional insured.

CERTIFICATE HOLDER

m

Pinellas County, A Political Subdivision
the State of Florida
400 South Fort Harrison Avenue
Clearwater, FL 33756

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Dirk DeJong/MR

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State of Florida
Department of State

I certify from the records of this office that ADVANCED ROOFING, INC. is a corporation organized under the laws of the State of Florida, filed on October 8, 1983.

The document number of this corporation is G65116.

I further certify that said corporation has paid all fees due this office through December 31, 2020, that its most recent annual report/uniform business report was filed on January 6, 2020, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Sixth day of January, 2020

GREAT SEAL OF THE STATE OF FLORIDA
IN GOD WE TRUST

Secretary of State

Tracking Number: 0424452650CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE ROOFING CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

KORNAHRENS, ROBERT P

ADVANCED ROOFING INC
1950 NW 22ND STREET
FORT LAUDERDALE FL 33311

LICENSE NUMBER: CCC024413

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

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Docusign Envelope ID: 255D1503-86E5-4405-90E5-7A6ECC743D3E

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020

DBA:
Business Name: ADVANCED ROOFING INC

Receipt #: 185-1027
Business Type: ROOFING/SHEET METAL CONTRACTOR (ROOFING CONTR)

Owner Name: ROBERT P KORNAHRENS
Business Location: 1950 NW 22 ST
FT LAUDERDALE
Business Phone: 522-6868

Business Opened: 08/02/1983
State/County/Cert/Reg: CCC024413
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		10		

	For Vending Business Only					
	Number of Machines:			Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	0.00	0.00	0.00	0.00	0.00	27.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

ROBERT P KORNAHRENS
1856 N NOB HILL RD #277
PLANTATION, FL 33322

Receipt #WWW-18-00186324
Paid 08/23/2019 27.00

2019 - 2020

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm A-100, Ft Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020

DBA:
Business Name: ADVANCED ROOFING INC

Receipt #: 185-1027
Business Type: ROOFING/SHEET METAL CONTRACTOR (ROOFING CONTR)

Owner Name: ROBERT P KORNAHRENS
Business Location: 1950 NW 22 ST
FT LAUDERDALE
Business Phone: 522-6868

Business Opened: 08/02/1983
State/County/Cert/Reg: CCC024413
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		10		

Signature	For Vending Business Only					
	Number of Machines:			Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	0.00	0.00	0.00	0.00	0.00	27.00

Receipt #WWW-18-00186324
Paid 08/23/2019 27.00

RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

KORNAHRENS, ROBERT P

ADVANCED ROOFING INC
1950 NORTHWEST 22ND STREET
FORT LAUDERDALE FL 33311

LICENSE NUMBER: CGC1507377

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

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BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020

DBA:
Business Name: ADVANCED ROOFING INC

Receipt #: 180-7183
Business Type: GENERAL CONTRACTOR (GENERAL CONTRACTOR)

Owner Name: ROBERT P KORNAHRENS
Business Location: 1950 NW 22 ST
FT LAUDERDALE
Business Phone: 954-522-6868

Business Opened: 10/01/2005
State/County/Cert/Reg: CGC 1507377
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		300		

	For Vending Business Only					
	Number of Machines:			Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
150.00	0.00	0.00	0.00	0.00	0.00	150.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

ROBERT P KORNAHRENS
1950 NW 22 ST
FORT LAUDERDALE, FL 33311

Receipt #WWW-18-00186324
Paid 08/23/2019 150.00

2019 - 2020

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020

DBA:
Business Name: ADVANCED ROOFING INC

Receipt #: 180-7183
Business Type: GENERAL CONTRACTOR (GENERAL CONTRACTOR)

Owner Name: ROBERT P KORNAHRENS
Business Location: 1950 NW 22 ST
FT LAUDERDALE
Business Phone: 954-522-6868

Business Opened: 10/01/2005
State/County/Cert/Reg: CGC 1507377
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		300		

Signature

	For Vending Business Only					
	Number of Machines:			Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
150.00	0.00	0.00	0.00	0.00	0.00	150.00

Receipt #WWW-18-00186324
Paid 08/23/2019 150.00

RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE CLASS A AIR CONDITIONING CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

KORNAHRENS, THOMAS MICHAEL

ADVANCED ROOFING, INC.
1950 NW 22ND ST
FORT LAUDERDALE FL 33311

LICENSE NUMBER: CAC1818806

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

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Docusign Envelope ID: 255D1503-86E5-4405-90E5-7A6ECC743D3E

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020

DBA:
Business Name: ADVANCED ROOFING INC

Receipt #: 183-281157
Business Type: HEATING/AIRCONDITION CONTRACTR

Owner Name: THOMAS MICHAEL KORNAHRENS
Business Location: 1950 NW 22 ST
FT LAUDERDALE
Business Phone: 9545226868

Business Opened: 12/12/2016
State/County/Cert/Reg: CAC1818806
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		350		

	For Vending Business Only					
	Number of Machines:			Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
150.00	0.00	0.00	0.00	0.00	0.00	150.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations

Mailing Address:

ADVANCED ROOFING INC
1950 NE 22 ST
FORT LAUDERDALE, FL 33311

Receipt #WWW-18-00186324
Paid 08/23/2019 150.00

2019 - 2020

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020

DBA:
Business Name: ADVANCED ROOFING INC

Receipt #: 183-281157
Business Type: HEATING/AIRCONDITION CONTRACTR

Owner Name: THOMAS MICHAEL KORNAHRENS
Business Location: 1950 NW 22 ST
FT LAUDERDALE
Business Phone: 9545226868

Business Opened: 12/12/2016
State/County/Cert/Reg: CAC1818806
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		350		

Signature

	For Vending Business Only					
	Number of Machines:			Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
150.00	0.00	0.00	0.00	0.00	0.00	150.00

Receipt #WWW-18-00186324
Paid 08/23/2019 150.00

RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE SOLAR CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

SOCKMAN, CLINTON ALAN

ADVANCED ROOFING INC
1950 NW 22ND STREET
FORT LAUDERDALE FL 33311

LICENSE NUMBER: CVC56792

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com

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BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020

DBA:
Business Name: ADVANCED ROOFING INC

Receipt #: 189-229230
Business Type: ALL OTHER TYPES CONTRACTOR (SOLAR CONTRACTOR)

Owner Name: CLINTON A SOCKMAN
Business Location: 1950 NW 22 ST
FT LAUDERDALE
Business Phone: 522-6868

Business Opened: 11/16/2009
State/County/Cert/Reg: CVC56792
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		1		

	For Vending Business Only					
	Number of Machines:			Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	0.00	0.00	0.00	0.00	0.00	27.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT WHEN VALIDATED

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Mailing Address:

CLINTON A SOCKMAN
1950 NW 22 ST
FORT LAUDERDALE, FL 33311

Receipt #WWW-18-00186324
Paid 08/23/2019 27.00

2019 - 2020

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020

DBA:
Business Name: ADVANCED ROOFING INC

Receipt #: 189-229230
Business Type: ALL OTHER TYPES CONTRACTOR (SOLAR CONTRACTOR)

Owner Name: CLINTON A SOCKMAN
Business Location: 1950 NW 22 ST
FT LAUDERDALE
Business Phone: 522-6868

Business Opened: 11/16/2009
State/County/Cert/Reg: CVC56792
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		1		

Signature

	For Vending Business Only					
	Number of Machines:			Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	0.00	0.00	0.00	0.00	0.00	27.00

Receipt #WWW-18-00186324
Paid 08/23/2019 27.00

Ron DeSantis, Governor

Halsey Beshears, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS LICENSING BOARD

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

CERVONE, MICHAEL SCOTT

ADVANCED ROOFING, INC.
1950 NW 22ND STREET
FORT LAUDERDALE FL 33311

LICENSE NUMBER: EC13006050

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

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BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020

DBA:
Business Name: ADVANCED ROOFING INC

Receipt #: 181-298906
Business Type: ELECTRICAL/ALARMS/CONTRACTOR (ELECTRICAL CONTRACTOR)

Owner Name: CERVONE, MICHAEL SCOTT
Business Location: 1950 NW 22 ST
FT LAUDERDALE
Business Phone: 954 522-6868

Business Opened: 05/15/2019
State/County/Cert/Reg: EC13006050
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		8		

	For Vending Business Only					
	Number of Machines:			Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	0.00	0.00	0.00	0.00	0.00	27.00

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Mailing Address:

ADVANCED ROOFING INC
1950 NW 22 ST
FORT LAUDERDALE, FL 33311

Receipt #WWW-18-00186324
Paid 08/23/2019 27.00

2019 - 2020

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020

DBA:
Business Name: ADVANCED ROOFING INC

Receipt #: 181-298906
Business Type: ELECTRICAL/ALARMS/CONTRACTOR (ELECTRICAL CONTRACTOR)

Owner Name: CERVONE, MICHAEL SCOTT
Business Location: 1950 NW 22 ST
FT LAUDERDALE
Business Phone: 954 522-6868

Business Opened: 05/15/2019
State/County/Cert/Reg: EC13006050
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		8		

Signature	For Vending Business Only					
	Number of Machines:			Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	0.00	0.00	0.00	0.00	0.00	27.00

Receipt #WWW-18-00186324
Paid 08/23/2019 27.00

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Robert P. Foote, President
Frank H. Furman, Inc.
1314 E. Atlantic Blvd.
Pompano Beach, FL. 33060
Main: 954.943.5050
Toll Free 800.344.4838
Mobile: 954.609.0820
Rob@furmaninsurance.com

January 20, 2020

RE: ADVANCED ROOFING INC. (ARI) - Risk Management/Insurance Protection

We are the risk advisor for Advanced Roofing, Inc. The purpose of our correspondence is to share with you some of the highlights of the Advanced Roofing risk management programs. We will be sharing with you some details of the protection Advanced Roofing, Inc. provides to their clients to protect your assets. ARI has achieved an A+ superior risk management rating due to their strict risk and job safety quality controls.

➢ **RECOGNITION BY INSURER** – AXA XL is the Insurance Provider for ARI for several key components of their Insurance Portfolio. AXA XL is the insurance provider of choice for several of the**Top 25** Roofing Professionals throughout the country. AXA XL recognizes Advanced Roofing as a "best in class" contractor for ARI's performance record relative to safety, controlling losses and quality controls.

➢ **ARI CLIENTS' ASSET PROTECTION** - ARI has a **$27M (Auto)/$29M (GL)** aggregate limit of insurance protection per accident/incident in the event of a bodily injury or property damage claim that may occur on a jobsite or while ARI operates an automobile on the jobsite.

➢ **ARI's exceptional workers' compensation experience modification rating** of **.64** allows them to secure reduced insurance rates which, in turn, translates into savings for you, their clients. This .64 rating is 36 points better than the average roofing contractor, and places ARI in the top 2 percentile of Roofing Professionals, nationwide, from a performance rating perspective.

Advanced Roofing, Inc. has a full time safety director, three safety professional who have completed the OSHA 500 Outreach Trainer course, two active CERTA trainers, five safety professionals that are CPR/First Aid/AED Trainers, and a risk manager that aggressively manages their internal, as well as managing their clients' risk during the course of their construction projects. Advanced Roofing, Inc. believes deeply in educating and training their roofing mechanics to deliver to you the quality and workmanship your roofing asset deserves. The ARI training program separates them from many other roofing professionals. This past year alone, Advanced Roofing, Inc. has conducted the following training programs:

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- 87 employees have received the OSHA 10-Hour training to promote safety competency.
- 30 foremen and construction managers have received the OSHA 30-Hour training.
- 18 employees were Certified Roofing Torch Applicators (CERTA).
- 17 foremen and construction managers received certification in first aid and CPR.
- ARI has safety training at 6 a.m. Monday through Friday every single week.

- **GENERAL LIABILITY PROTECTION – $2M Per Occurrence/$4M General Aggregate/$4M Products and Completed Operations Aggregate.** Advanced Roofing has the following protection included in their general liability portfolio of protection:

  - Habitational/Residential – Including Multi-Family
  - Torch Coverage
  - "Hot" Applied Roof System Coverage
  - Unlimited Building Height Protection
  - Water Damage Coverage

- **AUTOMOBILE PROTECTION** – ARI has an occurrence limit on the commercial automobile protection of $27M in the event there is a covered bodily injury or property damage on your job site stemming from Advanced Roofing's operations. (Carrier A + Superior rated A.M. Best Co.)

- **COMMERCIAL UMBRELLA** – Advanced Roofing has a **$25M** limit of liability. (Zurich and Navigators Specialty are both A+ superior rated by A.M. Best Co). Their umbrella provides protection above their underlying general liability and auto protection.

- **INSTALLATION FLOATER – BUILDERS' RISK** – ARI has secured **$2.5M** in protection for certain stored materials that are to be installed on your job site. This protection reduces the economic loss to you, the owner of the project, during the course of construction.

- **MOLD/POLLUTION LIABILITY PROTECTION** – ARI has secured **$1M** limits per occurrence/$2M Aggregate of liability to protect you, the owner, in the event that there is a covered cause of loss stemming from mold, algae, fungai, etc. as a result of the roofing operations of ARI. This highly specialized coverage illustrates to you, the owner, that ARI is serious about protecting your assets during the course of the construction project.

- **CRIME** – ARI's Crime Policy includes Theft of Client Property While on the Client Property in the amount of **$500,000** and includes money, securities, or other tangible property.

- **EMPLOYMENT PRACTICES LIABILITY** – ARI's Employment Practices Liability Policy includes **Third Party Coverage**, affording coverage should ARI customers claim wrongful conduct.

- **CYBER LIABILITY** – ARI has Cyber Theft for any ARI customer whose company or personal information is stolen or damaged through a hack on ARI's system, with limits of **$1M**.

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When you are investing in a roofing system, we encourage you to explore deeper than what is the cost of the roof. Advanced Roofing's commitment to quality and the experience they deliver places them at the top of the roofing profession. ARI is recognized by the following organizations for professionalism and community contributions:

Professional Roofing Magazine
Roofing Contractor Magazine
National Roofing Contractors A
Florida Roofing Magazine
Dunn & Bradstreet
FRSA Star Award Winner
National Football League Charity Event(s)
Partnership for Rebuilding America
South Florida Business Journal
Roof Connect Founding Member
Orlando Business Journal

ARI is recognized for their industry accomplishments as well as for reinvesting back to the community and environment. Experience Does Matter!!! Whether it be service, maintenance, new construction, re-roofing, repairs, or retro-fit, ARI has a solid portfolio of protection in order to responsibly protect your building assets

Sincerely,

Robert P. Foote

Robert P. Foote, President
CPCU, ARM, AIM, CRIS, AFSB

RF:mr

Docusign Envelope ID: 255D1503-86E5-4405-90E5-7A6ECC743D3E

THE GUARANTEE
The Guarantee Company of North America USA
One Towne Square, Suite 1470
Southfield, MI 48076
Phone: 248-281-0281 Fax: 248-750-0431
www.gcna.com

January 2, 2020

Re: Advanced Roofing, Inc.

Letter of Bondability

To Whom It May Concern,

Advanced Roofing, Inc. is a highly regarded and valued client of American Global and The Guarantee Company of North America USA and is capable of providing Performance and Payment Bonds in the amount of $40 million for any single contract and $150 million in the aggrepte. The Guarantee Company of North America USA is rated by AM Best as A (Excellent), Class IX and is licensed to do business in all 50 States.

Naturally, we would expect that the execution of any final bonds would be subject to our normal underwriting review of the final contract terms and conditions by our client and ourselves. If we can provide any further assurances or assistance, please do not hesitate to call upon us.

This letter does not constitute an assumption of liability, and we assume no liability to you or to any third parties by the issuance of this letter.

Sincerely,
The Guarantee Company of North America USA

William Grefe Griffin
Attorney-in-Fact

Docusign Envelope ID: 255D1503-86E5-4405-90E5-7A6ECC743D3E

THE GUARANTEE®

The Guarantee Company of North America USA
Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Michael Marino, William Grefe Griffin, Torre Taylor, Ricardo Davila Lamar
American Global LLC

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 1st day of March, 2018.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

Stephen C. Ruschak, Chief Executive Officer | **Randall Musselman, Secretary**

STATE OF MICHIGAN
County of Oakland

On this 1st day of March, 2018 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.

Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2024
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

Cynthia A. Takai

I, Randall Musselman, Secretary of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 2nd day of January, 2020

Randall Musselman, Secretary

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ADVANCED ROOFING **OFFICE LOCATIONS**

EXPERIENCE MATTERS.

ADVANCED ROOFING INC

ESTABLISHED 1983

Fort Lauderdale
Francisco "Paco" Guzman • Service Branch Manager
Office: 954-522-6868 x 1099 / Cell: 305-720-0733
Toll-Free: 1-800-638-6869 / Fax: 954-566-2967
Email: franciscoG@advancedroofing.com
Address: 1950 NW 22nd Street, Fort Lauderdale, FL 33311

Doral-Miami
Julian Olarte • Branch Manager
Office: 786-483-3043 x 1102 / Cell: 786-477-3873
Toll-Free: 1-800-638-6869 / Fax: 305-661-2032
Email: juliano@advancedroofing.com
Address: 1703 NW 79th Ave, Doral FL, 33126

Jupiter-Palm Beach
Ronney Taveras • Branch Manager
Office: 561-743-6952 x 1131 / Cell: 561-891-2524
Toll-Free: 800-638-6869
Email: ronneyt@advancedroofing.com
Address: 1601 Park Lane South, Suite 100, Jupiter, FL

Sanford-Orlando
Jason Carruth • Branch Manager
Office: 407-322-1555 / Cell: 407-509-4190
Toll-Free: 866-365-6071 / Fax: 407-322-0010
Email: jasonc@advancedroofing.com
Address: 200 Northstar Court, Sanford, FL 32771

Justin Tyler • Service Manager
Office: 407-322-1555 x 1207 / Cell: 407-717-3753
Toll-Free: 866-365-6071 / Fax: 407-322-0010
Email: justint@advancedroofing.com

Tampa-St. Petersburg
Bill Lester • Branch Manager
Office: 813-885-5811 x 1303 / Cell: 813-734-2136
Toll-Free: 800-354-9896 / Fax: 813-884-8927
Email: billl@advancedroofing.com
Address: 8507 Sunstate Street, Tampa, FL 33634

Gary Stevens • Service Manager
Office: 813-885-5811 x 1203 / Cell: 954-826-0058
Email: garys@advancedroofing.com

Ft. Myers-Naples
Kevin Kornahrens • Vice President
Toll-Free: 1-800-638-6869
Email: kevink@advancedroofing.com
Address: 14231 Jetport Loop #15, Fort Myers, FL 33913

North Florida
Jason Carruth • Branch Manager
Office: 407-322-1555 / Cell: 407-509-4190
Toll-Free: 866-365-6071 / Fax: 407-322-0010
Email: jasonc@advancedroofing.com

St. Augustine-Jacksonville
Christopher VanDeusen • Service Manager
Office: 904-826-3860 / Cell: 407-676-1403
Toll-Free: 1-866-365-6071 / Fax: 407-322-0010
Email: christopherv@advancedroofing.com

Panhandle
Jason Carruth • Branch Manager
Office: 407-322-1555 / Cell: 407-509-4190
Toll-Free: 866-365-6071 / Fax: 407-322-0010
Email: jasonc@advancedroofing.com

Docusign Envelope ID: 255D1503-86E5-4405-90E5-7A6ECC743D3E

Step 1

SEALED BID • DO NOT OPEN

SEALED BID NO.: 190-0336-B(AR)

BID TITLE: Roofing Services & Supplies, Waterproofing & Related Products and Services

DUE DATE/TIME: STEP 1 July, 14, 2020 @ 3:00 p.m.
STEP 2 August 4, 2020 @ 3:00 p.m.

SUBMITTED BY: Advanced Roofing, Inc.
(Name of Company)

Please Note:

From time to time, addenda may be issued to this bid. Any such addenda will be posted on the same Web site, www.pinellascounty.org/purchase/Current_Bids1.htm , from which you obtained this bid.

Before submitting your bid you should check our Web site to download any addenda that may have been issued. Please remember to sign and return Addenda Acknowledgement Form with completed bid package if applicable.

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SUBMIT TO: PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS 400 S. FT. HARRISON AVENUE ANNEX BUILDING – 6TH FLOOR CLEARWATER, FL 33756	Pinellas County Department of Administrative Services **INVITATION TO BID**	**BID NUMBER: 190-0336-B(AR)**
ISSUE DATE: June 23, 2020	**TITLE:** Roofing Services & Supplies, Waterproofing & Related Products and Services	
SUBMITTAL DUE: Step 1 July, 14, 2020 @ 3:00 P.M. Step 2 August 4, 2020 @ 3:00 P.M. *AND MAY NOT BE WITHDRAWN FOR 90 DAYS FROM DATE LISTED ABOVE.* BID SUBMITTALS RECEIVED AFTER SUBMITTAL DATE & TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED		**PRE-BID DATE & LOCATION:** NOT APPLICABLE
DEADLINE FOR WRITTEN QUESTIONS: Step 1 July 1, 2020 BY 3:00 P.M. Step 2 July 21, 2020 BY 3:00 P.M.	**SUBMIT QUESTIONS TO:** Amanda Richardson AT ajrichardson@pinellascounty.org Phone: 727-464-3151	
THE MISSION OF PINELLAS COUNTY Pinellas County Government is committed to progressive public policy, superior public service, courteous public contact, judicious exercise of authority and sound management of public resources to meet the needs and concerns of our citizens today and tomorrow.		Merry Celeste **MERRY CELESTE, CPPB** Division Director Purchasing and Risk Management

BIDDER MUST COMPLETE THE FOLLOWING

NO CHANGES REQUESTED BY A BIDDER WILL BE CONSIDERED AFTER THE BID OPENING DATE AS ADVERTISED. BY SIGNING THIS BID FORM, YOU ARE ATTESTING TO YOUR AWARENESS OF THIS POLICY AND ARE AGREEING TO ALL OTHER BID TERMS AND CONDITIONS, INCLUDING ALL INSURANCE REQUIREMENTS.

BIDDER (COMPANY NAME): Advanced Roofing, Inc **D/B/A** NA

MAILING ADDRESS: 4909 West Knollwood St. **CITY / STATE / ZIP** Tampa , FL 33436

COMPANY EMAIL ADDRESS: BillL@advancedroofing.com

PHN: (813)8855811 Ext 1303 **FAX:** ( )

***REMIT TO NAME:** ADVANCED ROOFING INC
(As Shown On Company Invoice)

FEIN# 59-2360591

CONTACT NAME: Bill Lester

Proper Corporate Identity is needed when you submit your bid, specifically how your firm is registered with the Florida Division of Corporations. Please visit www.sunbiz.org for this information.

PRINT NAME: Bill Lester

EMAIL ADDRESS: BillL@advancedroofing.com

I HEREBY AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS INVITATION TO BID, INCLUDING ALL INSURANCE REQUIREMENTS & CERTIFY I AM AUTHORIZED TO SIGN THIS BID FOR THE SUBMITTER.

AUTHORIZED SIGNATURE: [signature]

PRINT NAME/TITLE: Robert F Kornahrens/President

RETURN THIS FORM WITH YOUR RESPONSE

Docusign Envelope ID: 255D1503-86E5-4405-90E5-7A6ECC743D3E

SECTION E – BID SUBMITTAL FORM

QUALIFICATION SUBMITTAL FORM(S)

Bid # 190-0336-B(AR)
Bid Title: Roofing Services & Supplies, Waterproofing & Related Products and Services

QUALIFICATION SUBMITTAL FORM

The invitation to bid for this Project requires that this qualification submittal be included with the proposal and **completed in its entirety.**

NOTE: BIDDER SHALL SUBMIT QUALIFICATION SUBMITTAL IN DUPLICATE ON FORM PROVIDED HEREIN TO PROVIDE THE QUALIFICATION REQUIREMENTS AS SPECIFIED IN

Company Name: Please include below

Advanced Roofing, Inc.

Project 1 (of similar type) Description

Existing Term Contract for Roofing Services

Owner of Project - Contact Information

Name: City of Sunrise / Holly Raphaelson

Address: 3495 N., Hiatus Road, Sunrise, FL 33351

Telephone Number and Email Address: 954-572-2274 / hraphaelson@sunrisefl.gov

Design Professional/Engineer - Contact Information

Name: N/A

Address:

Telephone Number and Email Address:

Project Award Amount: $ TBD

Final Project Total Amount: $ TBD

Scheduled Completion Date Term Contract started on 5/31/2019

Actual Completion Date On going contract is good through 5/31/2022 with 3-one year renewals

Docusign Envelope ID: 255D1503-86E5-4405-90E5-7A6ECC743D3E

SECTION E – BID SUBMITTAL FORM

QUALIFICATION SUBMITTAL FORM (continued)

Bid # 190-0336-B(AR)
Bid Title: Roofing Services & Supplies, Waterproofing & Related Products and Services

Company Name: Please include below

Advanced Roofing, Inc.

Project 2 (of similar type) Description

Existing Term Contract for Roofing Services

Owner of Project - Contact Information

Name: Port Everglades/Broward County - Jouvens Adrien

Address: 115 S. Andrews Ave, Fort Lauderdale, FL 33301

Telephone Number and Email Address: 954-468-3500 / jadrien@broward.org

Design Professional/Engineer - Contact Information

Name: N/A

Address:

Telephone Number and Email Address:

Project Award Amount: $ 2,422,875.00

Final Project Total Amount: $ on going

Scheduled Completion Date Term Contract Started on 5/11/2018

Actual Completion Date This is ongoing Term Contract until 5/11/2021

Docusign Envelope ID: 255D1503-86E5-4405-90E5-7A6ECC743D3E

SECTION E – BID SUBMITTAL FORM

QUALIFICATION SUBMITTAL FORM (continued)

Bid # 190-0336-B(AR)
Bid Title: Roofing Services & Supplies, Waterproofing & Related Products and Services

Company Name: Please include below

Advanced Roofing, Inc.

Project 3 (of similar type) Description

Existing Term Contract for Roofing Services

Owner of Project - Contact Information

Name: Broward County / Robin Swanson

Address: 115 South Andrews Ave, Fort Lauderdale, FL 33301

Telephone Number and Email Address: 954-357-6486 / roswanson@broward.org

Design Professional/Engineer - Contact Information

Name: N/A

Address:

Telephone Number and Email Address:

Project Award Amount: $ TBD

Final Project Total Amount: $ TBD

Scheduled Completion Date This is a term contract that started in 2015

Actual Completion Date Contract will expire on 9/7/2020 possible extension

Docusign Envelope ID: 255D1503-86E5-4405-90E5-7A6ECC743D3E

SECTION E – BID SUBMITTAL FORM

QUALIFICATION SUBMITTAL FORM (continued)

Bid # 190-0336-B(AR)
Bid Title: Roofing Services & Supplies, Waterproofing & Related Products and Services

Company Name: Please include below

Advanced Roofing, Inc.

Project 4 (of similar type) Description

Existing Term Contract for Roofing Services

Owner of Project - Contact Information

Name: Orange County Government / Elia Batista

Address: 400 E South Street, Orlando, FL 32801

Telephone Number and Email Address: 407-836-8344 / elia.batista@ocfl.net

Design Professional/Engineer - Contact Information

Name: N/A

Address:

Telephone Number and Email Address:

Project Award Amount: $ TBD

Final Project Total Amount: $ TBD

Scheduled Completion Date Term Contract that was awarded 2/2/2020

Actual Completion Date Contract is valid until 2/2/2021 with 2-one year renewals

EXPERIENCE MATTERS

ADVANCED ROOFING INC

ESTABLISHED 1983

CONTRACT TYPE	ADVANCED ROOFING TERM CONTRACTS	CONTRACT COMMENCE YEAR & RENEWALS	CONTRACT TERMS	RENEWALS	EXPIRATION	CONTRACT RENEWED	REMAINING RENEWALS	CONTACT NAME	PHONE NUMBER
SOUTH AREA TERM CONTRACTS									
TERM	Port Everglades Roof Repair, Replacment and Related Services	1997, 2010 ,2011, 2012, 2014, 2018	1 Year	2-One Year	5/11/2021	5/22/2019		Kevin Cheerangie	954-468-0117
TERM	Palm Beach County Annual Contract-Roofing	1999, 2008, 2010, 2011, 2012, 2013, 2014, 2015	1 Year	4 - One Year	12/14/2020	9/10/2019		Darrell Lange	561-233-2055
TERM	Broward College	2001, 2007, 2010, 2011, 2013, 2015, 2020	3 Years	2 - One Year	5/18/2023		2-One Year	Eileen Hunt	954-201-5317
TERM - Piggyback	School District of St. Lucie County (Piggybacking Broward College)	2011, 2013	6 Months	2 - One Year	10/24/2020 Extension for 6 months until new contract is issued	4/29/2018	1-One Year	Bob Massa	772-785-6687
TERM	SBBC - Construction Services Emergency Projects VI (CSEP) - 18-171F	2005, 2007, 2010, 2012, 2013, 2014 - new contract 2018	3 Year	1 - One Year	5/8/2021	5/8/2018	1-One Year	Philip Kaufold and Luis Perez	754-321-1681
TERM - Piggyback	Town of Davie - Piggyback off Sourcewell	2006, 2008, 2010, 2013, 2019	1 Year	2-One Year	4/30/2020		2-One Year	Mike Scott	954-797-1243
TERM	FDOT - Routine Maintenance, Repair, Installation and Evaluaiton to Roof Systems at Various Locations on Florica's Turnpike Mainline	2019	1 Year	3-One Year	12/15/2020		3-One Year	Leonard Robinson	Leonard.Robinson@dot.state.fl.us
TERM	SBBC - Construction Services Minor Projects (CSMP) - FY20-130 - Single Fixed Multiplier Contract - For Roofing, GC and Mechanical	2005, 2008, 2011, 2013, 2014, 2017, 2020	3 Year	2-One Year	5/19/2023		2-One Year	Cheryl Fields	754-321-0555 cfields@browardschools.com
TERM	School District of Palm Beach County - Roofing Contractor Services for Disaster Recovery Assistance	2005-2009, 2010, 2013, 2014, 2015	1 Year	4-One Year	7/21/2020	7/22/2019		Ian Superville	561-882-1911 px21911
TERM	School District of Palm Beach County- Roofing Products and Services New Contract #20C-45V Section 1 Only to Bid on Work	2005-2009, 2011, 2012, 2013, 2014, 2015, 2018,2020	3-Years	2-One Year	6/17/2023		2-One Year	Debra Hammerschlag	561-434-8229 x48229
TERM	Miami Beach - General Building Specialty Trade Services	2013, 2018	3 Year	2-One Year	2/7/2021	2/7/2018	2-One Year	Jorge Guaimunde	305-673-7490 x6930
TERM	Town of Palm Beach-Roofing Contractors	2015, 2020	1 Year	4-One Year	5/14/2021		4-One Year	Eric Shibley	eshibley@townofpalmbeach.com
TERM	Martin County School District - District Wide Roofing Repairs, Gutters, Maintenance and Materials	2017	3 Year	2- One Year	8/15/2020		2- one year	Neil Appel	772-219-1255 x203
TERM	Lee County County Wide Roofing	2017, 2018, 2019	1 Year	3 - One Year	11/12/2021	6/22/2020		Kimberly Urban	239-533-2111
TERM	School District of Indian River County - Districtwide Roof Repairs and Mainenance Services	2018	1 Year	2- One Year	2/26/2021	2/27/2020		Jeff Carver	772-564-5050
TERM	Roeing Company - Miami	2019	3 Year		4/30/2022			Jeff White	843-469-0692
TERM	SBBC - Roofing Services	2018	3 Years	2-One Year	9/30/2021		2-One Year	Al Shelton	754-321-0520
TERM	FAU - Roofing Services	2018	3 Years	2 Three Years	6/30/2021		2-Three Years	Carolyn Bethmann	561-297-2608
TERM	FIU - Small Trade Services II	2018	5 Years	5 Years	9/14/2023		5 Years	Kelly Loll-Director of Procurement Services	305-348-2161
TERM	Lauderhill-Trade Roof Contractors-Prequal	2018	3 Years	2-One Year	8/27/2021		2-One Year	Kentrea White	954-777-2051
TERM	CCPS(Collier County Public Schools) - #19-050 Roofing Inspection & Repair Services	2018	2 Years	3-One Year	6/30/2021	5/12/2020	2-One Year	Tiffany Alzamora	239-377-0047
TERM	Broward County - Roofing Maintenance & Repairs at Various County Buildings	2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015	1 Year	2-One Year	9/8/2020 - Interim Contract up to 6 months 2nd Amendment	3/8/2020		Robin Swanson	954-357-6486
TERM-Piggyback	City of Deerfield Beach - (Piggyback off Broward County P1356708B1)		1 Year	2-One Year	9/8/2020 - Interim Contract up to 6 months 2nd Amendment	3/8/2020			

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EXPERIENCE MATTERS.

ADVANCED ROOFING INC

ESTABLISHED 1983

CONTRACT TYPE	ADVANCED ROOFING TERM CONTRACTS	CONTRACT COMMENCE YEAR & RENEWALS	CONTRACT TERMS	RENEWALS	EXPIRATION	CONTRACT RENEWED	REMAINING RENEWALS	CONTACT NAME	PHONE NUMBER
TERM-Piggyback	City of Lauderhill - (Piggyback off Port Everglades)	2018	1 Year	2-One Year	5/11/2021	5/22/2019			
TERM	City of Sunrise - Roofing Maintenance and Repairs	2019	3 Years	3-One Year	5/31/2022		3-One Year	Holly Raphaelson	954-572-2274
TERM	Sourcewell - Southeast Florida Area	2019	1 Year	2-One Year	4/30/2021	4/30/2020	1-One Year	Brandon Town	brandon.town@sourcewell.mn.gov
TERM-Piggyback	City of Miramar - Piggyback off Port Everglades (switched back on 6/24/2020 from the Broward County)	2019			5/11/2021			Aubrey Boyd	aboyd@miramarfl.gov
TERM-Piggyback	NIPA / RoofConnect				2/28/2021	2/28/2019	3 Years	Jeremy Hill	
TERM	Baptist Health - Emergency Roof Repairs	2019	2 Years	1-One Year	7/1/202021		1 - One Year	Dorys Santana	dorysa@baptisthealth.net
TERM	Baptist Health - Master Agreement	2014, 2019	5 Years		9/30/2024	10/1/2019		Brocke Abbott	brookea@baptisthealth.net
TERM-Piggyback	Monroe County School District (Piggyback off SDPBC)	2019	1 year	3-One Year	8/12/2020		3-one Year	Michael Skrodinsky 305-293-1400 ex53405	michael.skrodinsky@keysschools.com
TERM - Piggyback	Town of Davie - Piggyback off City of Sunrise - for Service	2019	3 Year	3-One Year	5/31/2022		3-one Year	Jenna Albers 954-797-1131	jenna_Albers@davie.fl.gov
TERM - Piggyback	City of Vero Beach - Piggyback off City of Sunrise	2019	3 Year	3-One Year	5/31/2022		3-one Year	Carol Shoaf 772-978-5474	cshoaf@vrcvb.org
TERM	Collier County - Roofing Replacement Contractors	2019	3 Year	2-One Year	11/11/2022		2-One Year	Ana Reynoso - 239-252-8950	ana.reynoso@colliercountyfl.gov
TERM	Miami Beach - Job Order Contracting Services-Various Trades	2019	2 Year	3-One Year	12/4/2021		3-One Year	Jorge Gueimunde	305-673-7490 ext 6930
TERM-Piggyback	City of Fort Lauderdale - Piggyback off City of Sunrise	2019	3 Year	3-One Year	5/31/2022		3-One Year	Linda Blanco	lblanco@fortlauderdale.gov
TERM	SWA (Solid Waste Authority	2019	3 Year	Optional 90 day	12/15/2022		Optional 90 Day	Leo Bermudez	lbermudez@swa.org
TERM-Piggyback	City of Coral Springs - Piggyback off City of Sunrise	2020	3 Year	3-One Year	5/31/2022		3-One Year	Roxanne Sookdeo	rsookdeo@coralsprings.org
TERM-Piggyback	City of Boynton Beach - Piggyback off City of Sunrise	2020	3 Year	3-One Year	10/31/2020		3-One Year	Gail Mootz	mootzg@bbfl.us
TERM	City of Stuart - City Wide Annual Roofing Repair and Replacement	2020	1 Year	2-One Year	5/10/2021		2-One Year	Alaina Knofla	aknofla@ci.stuart.fl.us
TERM-Piggyback	City of Doral - Piggyback off City of Sunrise	2020	3 Year	3-One Year	5/31/2022		3-One Year	Luis Sanchez	luis.sanchez@cityofdoral.com
TERM	Miami Dade County Public Schools (MDCPS) Roofing Term Bid Open Market	2020	1 Year	2-One Year	4/29/2021		2-One Year	Edna Barron	ebarron15@dadeschools.net
TERM	Seminole Tribe of Florida - Certified Roofing Contractor Services	2020	3 Year		6/11/2023			Trecia Demby	treciademby@semtribe.com
CENTRAL , NORTH & WEST AREA TERM CONTRACTS									
TERM	Boeing Company - Titusville	2015, 2018	3 Year		1/31/2021	1/30/2020		Leisa Balch	321-225-3683
TERM	Orange County - New Contract	2016, 2020	1 Year	2-One Year	2/2/2021		2-one Year	Katoria Mincey	407-836-5664
TERM	Volusia County	2018	3 Year		3/6/2021			Inga Fegley	386-736-5935
TERM	SDOC - School District of Osceloa County - Roofing Installaiton and Repair Contractor Services	2018	2 Year	1-One Year	1/1/2021			Cheryl Hood	407-870-4627
TERM	Sourcewell - Southwest Florida Area	2019	1 Year	2-One Year	1/4/2021	12/26/2019	1-One Year	Brandon Town	Brandon.Town@sourcewell-mn.gov
TERM	Sourcewell - East Central Florida Area	2019	1 Year	2-One Year	1/4/2021	12/26/2019	1-One Year	Brandon Town	Brandon.Town@sourcewell-mn.gov
TERM	Sourcewell - Northeast Florida Area	2019	1 Year	2-One Year	4/30/2021	4/30/2020	1-One Year	Brandon Town	brandon.town@sourcewell-mn.gov
TERM	Sourcewell - Northwest Florida Area	2019	1 Year	2-One Year	4/30/2021	4/30/2020	1-One Year	Brandon Town	brandon.town@sourcewell-mn.gov
TERM	Sourcewell - West Central Florida Area	2019	1 Year	2-One Year	4/30/2021	4/30/2020	1-One Year	Brandon Town	brandon.town@sourcewell-mn.gov
TERM	Orlando Aviation Authority - Continuing Roofing Construction Services	2019	3 Year	2-One Year	1/8/2022		2-One Year	Kathy Anderson	

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EXPERIENCE MATTERS.

ADVANCED ROOFING INC

ESTABLISHED 1983

CONTRACT TYPE	ADVANCED ROOFING TERM CONTRACTS	CONTRACT COMMENCE YEAR & RENEWALS	CONTRACT TERMS	RENEWALS	EXPIRATION	CONTRACT RENEWED	REMAINING RENEWALS	CONTACT NAME	PHONE NUMBER
TERM	Lake County Roof Repair Services	2019	1 Year	4-One Year	1/14/2021		3-One Year	Ed Tipton	352-343-9489
TERM	Hernando County - Construction Projects Under 200k	2019	2 Year	2-One Year	5/13/2021		2-One Year	Diane Kafrissen	352-540-6268
TERM	Kinder Morgan	2019	2 Year		1/11/2021				
TERM-	City of Bradenton - Piggyback off City of Sunrise	2019	3 Year	3-One Year	5/31/2022		3-One Year	Magdalena Krutick	magdalena.krutick@cityofbradenton.com
TERM	Orlando Utilities Commission	2019	3 Year	2-One Year	11/11/2022		2-One Year	Chanda Davis	cdavis2@ouc.com
TERM - Piggyback	Village Center Community Development District- Piggyback off City of Sunrise	2020	3 Year	3-One Year	5/31/2022		3-One Year	Herschel Wiley or Melissa Schaar	
TERM - Piggyback	North Sumter County Unithy Community Development District - Piggyback off City of Sunrise	2020	3 Year	3-One Year	5/31/2022		3-One Year	Herschel Wiley or Melissa Schaar	
TERM - Piggyback	Sumter Landing Community Development District- Piggyback off City of Sunrise	2020	3 Year	3-One Year	5/31/2022		3-One Year	Herschel Wiley or Melissa Schaar	
TERM	Alachua County - Minor Roof Repair Services	2019	1 Year	2-Two Year	9/20/2022	4/15/2020	1-Two Year		
TERM	AFICC/771 ESS/EGB Wide Roofing Repair and Replacement	2020	5 Year		5/27/2025			Christine Yerkes	cyerkes@yerkessouth.com
PRIVATE ENTITY TERM CONTRACTS									
TERM	Publix Supermarket	1997, 2002, 2007, 2012,	5 Year		ongoing			Bobby Stewart	813-299-6466
TERM	Pratt & Whitney	2005, 2010, 2013, 2014	2 Year	1 Year	ongoing			William Booth	561-796-5052
TERM	UPS	2007, 2008, 2009, 2010, 2011	1 Year	1 Year	ongoing			Mario Valdes	
TERM	FPL-CBRE	2009, 2011	2 Year		ongoing				
TERM	Memorial Healthcare Systems	2010, 2013	1 Year		ongoing			Jay Sindha JSindha@mhs.net	954-276-5621 - O 954-276-6054 - Fax

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FIRM'S RELATED EXPERIENCE
GOVERNMENT/SCHOOL PROJECT REFERENCES

Hillsborough County – Public Defenders Office
700 E. Twiggs Street, Tampa, FL 33602

1. Contract Amount: $519,000.00
2. Completion Date: 07/2020
3. Roof System: Modified Bitumen – Re-Roof
4. Total SF: 21,600
5. ARI Project Manager: Mike Landolfi
6. Owner Info:
    a. Name: Hillsborough County
    b. Address: 601 E. Kennedy Blvd, Tampa, FL 33602
    c. Reference Contact: Craig Clements (813) 399-2068 clementsc@hillsboroughcounty.org

Florida Heart Associates
1550 Barkley Circle, Ft Myers, FL 33907

1. Contract Amount: $421,086.00
2. Completion Date: 01/2018
3. Roof System: Modified Bitumen - Re-Roof
4. Total SF: 28,300
5. ARI Project Manager: Mike Landolfi
6. Owner Info:
    a. Name: Florida Heart Association
    b. Address: 1550 Barkley Circle, Ft Myers, FL 33907
    c. Reference Contact: Lisa Harris (239) 938-2109 lharris@flaheart.com

Manatee County Port Authority - Warehouse 2 & 8
13421 Eastern Ave, Palmetto, FL & 34221 & 210 Del Monte Way, Palmetto, FL 34221

1. Contract Amount: $960,870.00
2. Completion Date: 08/2018
3. Roof System: Single Ply - Re-Roof
4. Total SF: 82,000
5. ARI Project Manager: Ian Fragan
6. Owner Info:
    a. Name: Manatee County Port Authority
    b. Address: 300 Tampa Bay Way, Palmetto, FL 34221
    c. Reference Contact: Darby McElyea (941) 400-8549 darbym@synergyid.com

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Florida Atlantic University - Bldg. 69 (Operations Bldg.)
777 Glades Rd., Boca Raton, FL 33431

7. Contract Amount: $403,177.00
8. Completion Date: 01/2019
9. Roof System: Single Ply - Re-Roof
10. Total SF: 42,000
11. ARI Project Manager: Connie Scott
12. Owner Info:
    a. Name: Florida Atlantic University
    b. Address: 777 Glades Rd., Boca Raton, FL 33431
    c. Reference Contact: Marc Kozlin (954) 258-0747
       mkozlin1@fau.edu

Indian River County - Administration Bldgs. A & B
1800 & 1801 27th Street, Vero Beach, FL 32960

1. Contract Amount: $1,738,196.00
2. Completion Date: 06/2018
3. Roof System: Metal - Re-Roof
4. Total SF: 104,144
5. ARI Project Manager: Carlos Varas
6. Owner Info:
    a. Name: Indian River County
    b. Address: 1801 27th St., Vero Beach, FL 32960
    c. Reference Contact: Richard Szpyrka (772) 226-1234
       rszpyrka@ircgov.com

Pratt & Whitney – Manufacturing Bldg. Fan Room #1 - Col A1-E7 Phase IV
17900 Beeline Hwy. Jupiter, FL. 33478

1. Contract Amount: $1,924,825.00
2. Completion Date: 05/2018
3. Roof System: Asphalt BUR w/Modified Bitumen Cap - Re-Roof
4. Total SF: 50,000
5. ARI Project Manager: Guy Campbell
6. Owner info:
    a. Name: United Technologies Corp., Pratt & Whitney Division
    b. Address: 17900 Beeline Hwy., Jupiter, FL 33478
    c. Reference Contact: Bill Booth (561) 796-5052
       william.booth@pw.utc.com

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Broward College - Central Campus - B-08
3501 SW Davie Rd., Davie, FL 33314

1. Contract Amount: $638,561.00
2. Completion Date: 03/2018
3. Roof System: Single Ply - Re-Roof
4. Total SF: 27,992
5. ARI Project Manager: Guy Campbell
6. Owner Info:
    a. Name: Broward College
    b. Address: 3501 SW Davie Rd., Davie, FL 33314
    c. Reference Contact: Sean Devaney (954) 201-6974
    sdevaney@broward.edu

City of Sunrise - Nob Hill Soccer Club
10200 Sunset Strip, Sunrise, FL 33322

1. Contract Amount: $264,841.00
2. Completion Date: 03/2018
3. Roof System: Metal & Single Ply - Re-Roof
4. Total SF: 78,900
5. ARI Project Manager: Carlos Varas
6. Owner info:
    a. Name: City of Sunrise
    b. Address: 10770 West Oakland Park Blvd., Sunrise, FL 33351
    c. Reference Contact: Megan Kaufold (954) 888-6070
    mkaufold@sunrisefl.gov

Palm Beach International Airport - Task W6 Cargo Bldg. #1475
846 Palm Beach International Airport, West Palm Beach, FL 33406

1. Contract Amount: $935,056.00
2. Completion Date: 12/2017
3. Roof System: Modified Bitumen - Re-Roof
4. Total SF: 39,200
5. ARI Project Manager: Susana Macias
6. Owner info:
    a. Name: Palm Beach County Department of Airports
    b. Address: 1720 Centerpark Dr. E., West Palm Beach, FL 33401
    c. Reference Contact: Erick Talamilla (561) 440-0552
    Erick.Talamilla@weitz.com

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NASA - Kennedy Space Center - OSB1
Kennedy Space Center, FL 32899

1. Contract Amount: $1,140,000.00
2. Completion Date: 12/2017
3. Roof System: Modified Bitumen - Re-Roof
4. Total SF: 53,000
5. ARI Project Manager: Jaime Spathelf
6. Owner info:
    a. Name: NASA Procurement Code OP-ES
    b. Address: Kennedy Space Center, FL 32899
    c. Reference Contact: Matthew Conneen (321) 312-7626
    mconneen@cremerglobalservices.com

Port Everglades - Fred Steven Bldg. (FTZ)
3400 McIntosh Blvd., Fort Lauderdale, FL 33312

1. Contract Amount: $599,279.00
2. Completion Date: 11/2017
3. Roof System: EPDM Overlay - Repair
4. Total SF: 234,000
5. ARI Project Manager: Francisco Guzman
6. Owner info:
    a. Name: Broward County Board of County Commissioners
    b. Address: 115 South Andrews Ave., Rm 501, Fort Lauderdale, FL 33301
    c. Reference Contact: Jouvens Adrien (954) 468-3500
    jadrien@broward.org

Nova Southeastern University - HPD Annex
3401 S. University Dr., Davie, FL 33328

1. Contract Amount: $419,715.00
2. Completion Date: 08/2017
3. Roof System: Modified Bitumen - Re-Roof
4. Total SF: 34,300
5. ARI Project Manager: Todd Avery
6. Owner info:
    a. Name: Nova Southeastern University
    b. Address: 3301 College Ave., Davie, FL 33328
    c. Reference Contact: David Gerrits (561) 901-9209
    david@gciconstructs.com

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Indian River State College - Bldg. H (Mary L. Fields Health Science Center)
3209 Virginia Ave., Fort Pierce, FL 34981

1. Contract Amount: $533,335.00
2. Completion Date: 08/2017
3. Roof System: Metal - Re-Roof
4. Total SF: 20,000
5. ARI Project Manager: Todd Avery
6. Owner info:
    a. Name: Indian River State College
    b. Address: 3209 Virginia Ave., Fort Pierce, FL 34981
    c. Reference Contact: Sean Donahue (772) 462-7750
    sdonahue@irsc.edu

Broward County Aviation - Air Cargo Bldg.
3400 SW 2nd Ave., Fort Lauderdale FL 33315

1. Contract Amount: $444,756.00
2. Completion Date: 05/2017
3. Roof System: Single Ply - Re-Roof
4. Total SF: 24,400
5. ARI Project Manager: Guy Campbell
6. Owner info:
    a. Name: Broward County Commission
    b. Address: PO Box 14740, Fort Lauderdale, FL 33302
    c. Reference Contact: Lionel Brown (954) 359-3185
    librown@broward.org

Broward County – Stephen R. Booher Building
3275 NW 99th Ave., Coral Springs, FL 33065

1. Contract Amount: $1,133,523.00
2. Completion Date: 04/2016
3. Roof System: Modified Bitumen - Re-Roof
4. Total SF: 36,000
5. ARI Project Manager: Guy Campbell
6. Owner info:
    a. Name: Broward County Board of Commissioners
    b. Address: 115 S. Andrews Ave., Rm. 501-RP, Fort Lauderdale, FL 33301
    c. Reference Contact: Ian Harvey (954) 357-6485
    iharvey@broward.org

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Broward College - Central Campus - Bldgs. 13, 24 & 25
3501 SW Davie Rd., Davie, FL 33314

1. Contract Amount: $525,356.00
2. Completion Date: 02/2016
3. Roof System: Single Ply - Re-Roof
4. Total SF: 32,885
5. ARI Project Manager: Guy Campbell
6. Owner Info:
    a. Name: Broward College
    b. Address: 3501 SW Davie Rd., Davie, FL 33314
    c. Reference Contact: Sean Devaney (954) 201-6974
    sdevaney@broward.edu

GSA Federal Courthouse & Office Building, Fort Lauderdale
299 East Broward Blvd Fort Lauderdale, FL 33301

1. Contract Amount: $702,290.00
2. Completion Date: 10/2015
3. Roof System: Modified Bitumen - Re-Roof
4. Total SF: 56,500
5. ARI Project Manager: Guy Campbell
6. Owner info:
    a. Name: United States of America GSA/PBS BUDGET-4PAF/RUSSELL FED
    b. Address: 75 Spring St. SW, Atlanta, GA 30303
    c. Reference Contact: Calvin Mason (843) 357-1713
    info@arcincorporated.org

Cyril E. King Airport USVI
Airport Road, Charlotte Amalie West, St Thomas USVI

1. Contract Amount: $1,853,426.82
2. Completion Date: 03/2014
3. Roof System: Single Ply - Re-Roof
4. Total SF: 120,100
5. ARI Project Manager: Jessica Kornahrens
6. Owner info:
    a. Name: Virgin Islands Port Authority
    b. Address: 8074 Lindberg Bay, St. Thomas USVI
    c. Reference Contact: Eric Cusin (340) 718-7222
    ecusin@jbcvi.com

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QUALIFICATION SUBMITTAL FORM (continued)
Applicable only when prequalification is not required.

The invitation to bid for this Project requires that this qualification submittal be included with the proposal and completed in its entirety.

A component of the Pre-Qualification of Bidder process is background check and review. Please provide the following documentation and include with Qualification Submittal Forms due on July 14th, 2020 by 3:00 P.M.

- Bidders must be provide proof company is a licensed Certified Roofing Contractors and an insured entity, registered with the State of Florida. Individual Supervisors and Roofing Technicians must possess a valid State of Florida Roofing Contractor License. Proof of current licenses must be submitted with bid. See attached
- Provide a list of any subsidiaries your Company owns or is affiliated with. List name of company, full address, phone number, officers and directors of Company. Information provided must contain the first, middle and last name as well as date of birth. If verification cannot be obtained we may require a social security number. N/A
- Is your company owned by, or an affiliate of, a parent company? Please list the names and addresses of those officers and directors. Information provided must contain the first, middle and last name as well as date of birth. If verification cannot be obtained we may require a social security number. N/A
- Provide a list of all officers and directors of your company including addresses. Information provided must contain the first, middle and last name as well as date of birth. If verification cannot be obtained we may require a social security number. On the required form attached
- If your company is publicly owned, provide detailed information on any occurrences or potential occurrences of a default. N/A
- Provide detailed information on any and all bankruptcy filings for your company. Specify the jurisdictions for all such filings. N/A
- Provide information on any and all lawsuits, litigation, judgments, verdicts, settlements, etc., involving your company and the owners of any projects that your company has been involved in, as follows: See Attached List

  a. Any and all Federal, State and/or Local lawsuits involving your company and the owners of any projects your company has been involved in, for the last three (3) years;

  b. Any and all pending or recently filed litigation involving your company and the owners of any projects your company has been involved in. Specify the jurisdictions the litigation was filed in.

  c. Any and all judgments involving your company and the owners of any projects your company has been involved in. Specify the jurisdictions the judgment occurred in.

  d. Any and all verdicts or settlements involving your company and the owners of any projects your company has been involved in. Specify the jurisdictions the verdicts or settlements occurred in.

EXPERIENCE MATTERS

ADVANCED ROOFING

Advanced Roofing has been involved in the following litigation with Owner's of Projects in the past three (3) years

YEAR	PLAINTIFF	DEFENDANT	CASE NO.	COUNTY	COURT	TYPE	DISPOSITION	CLAIM REASON	FINAL OUTCOME
2020	ADVANCED ROOFING, INC.	Gator Delray, LC	CACE-20-002444 (09)	BROWARD	CIRCUIT	Contract Dispute with Owner (in excess of $20,000)	OPEN	ADVANCED ROOFING WAS NOT PAID FOR WORK PERFORMED.	PENDING.
2020	ADVANCED ROOFING, INC.	Gator Sheridan, Inc.	COWE-20-003446 (83)	BROWARD	COUNTY	Contract Dispute with Owner (in excess of $15,000)	OPEN	ADVANCED ROOFING WAS NOT PAID FOR WORK PERFORMED.	PENDING.
2020	ADVANCED ROOFING, INC	VILLAS OF OCEAN DUNE ASSOCIATION, INC	50-2019-CA-014407-XXXX-MB (AO) (moved to Private Arbitration)	PALM BEACH	CIRCUIT	Contract Dispute with Owner (in excess of $50,000)	OPEN	ADVANCED ROOFING WAS NOT PAID FOR WORK PERFORMED.	PENDING.
2019	ADVANCED ROOFING, INC.	SAND DOLLAR I, INC	CA19-0785 (Div. 55)	ST. JOHNS	CIRCUIT	Contract Dispute with Owner (in excess of $20,000)	SETTLED	ADVANCED ROOFING WAS NOT PAID RETAINAGE.	CONFIDENTIAL SETTLEMENT
2019	ADVANCED ROOFING, INC.	VAA ENTERPRISES, LLC	2019 31654 COCI	VOLUSIA COUNTY	COUNTY	Contract Dispute with Owner (less than $10,000)	SETTLED	ADVANCED ROOFING WAS NOT PAID FOR SERVICE REPAIR WORK.	CONFIDENTIAL SETTLEMENT.
2019	ADVANCED ROOFING, INC.	MASTRO IMPORTS	COWE-19-005726	BROWARD	COUNTY	Contract Dispute with Owner (less than $10,000)	SETTLED	ADVANCED ROOFING WAS NOT PAID FOR SERVICE REPAIR WORK.	CONFIDENTIAL SETTLEMENT
2019	ADVANCED ROOFING, INC.	Lake Point Tower Condominium, Inc.	CASE NO.: CACE-19-007636 (12)	BROWARD	CIRCUIT	Contract Dispute with Owner (less than $40,000)	OPEN	ADVANCED ROOFING WAS NOT PAID FOR WORK PERFORMED.	PENDING.
2019	ADVANCED ROOFING, INC.	MARATHON PARADISE, INC.	CACE-18-018788	BROWARD	CIRCUIT	Contract Dispute with Owner (in excess of $15,000)	SETTLED	ADVANCED ROOFING WAS NOT PAID FOR HURRICANE REPAIR WORK.	CONFIDENTIAL SETTLEMENT
2018	ADVANCED ROOFING, INC	42nd STREET, LLC	Private Arbitration	PALM BEACH	N/A	Contract Dispute with Owner (in excess of $20,000)	CLOSED	ADVANCED ROOFING WAS NOT PAID FOR WORK PERFORMED.	JUDGEMENT IN FAVOR OF ADVANCED ROOFING
2017	HABITAT II CONDO ASSOCIATION	NATIONAL SNL GROUP, INC. et al.	CACE 17-000342	BROWARD	CIRCUIT	Warranty Claim with HVAC division (30)	CLOSED	THE PLAINTIFF SUED THE GENERAL CONTRACTOR AND SEVERAL DEFENDANTS RELATING TO HURRICANE REPAIR WORK PERFORMED 10 YEARS AGO. ADVANCED ROOFING WAS NAMED AS A THIRD PARTY DEFENDANT RELATING TO WORK PERFORMED THROUGH ITS HVAC DIVISION. ADVANCED ROOFING WAS SUBSEQUENTLY DROPPED AS A PARTY.	VOLUNTARILY DISMISSED

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Bid # 190-0336-B(AR)
Bid Title: Roofing Services & Supplies, Waterproofing & Related Products and Services

QUALIFICATION SUBMITTAL FORM (continued)
The invitation to bid for this Project requires that this qualification submittal be included with the proposal and completed in its entirety.

Vendor Information

Firm Name: Advanced Roofing, Inc.

Street Address:	City:	State:	ZIP:
4909 West Knollwood St	Tampa	FL	33634

Additional Info:

Officer/Director Information

Officer/Director/Member:	Title:	DOB:	SSN:
Robert P. Kornahrens	President	10/03/1957	-
Notes:			
Officer/Director/Member:	Title:	DOB:	SSN:
Kevin Korhnarens	Vise President	08/26/1983	-
Notes:			
Officer/Director/Member:	Title:	DOB:	SSN:
Michael Kornahrens	Vise President	08/26/1983	-
Notes:			
Officer/Director/Member:	Title:	DOB:	SSN:
Notes:			
Officer/Director/Member	Title:	DOB:	SSN:
Notes:			

Additional Information: (On Vendor or Contract Requirements)

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SECTION E – BID SUBMITTAL FORM

BID SUBMITTAL OFFICERS FORM

BID TITLE: Roofing Services & Supplies, Waterproofing & Related Products and Services
BID NUMBER: 190-0336-B(AR)

Each Bid by an individual or firm shall state the name and address of each person who owns an interest therein, and, if any corporation, the name and addresses of its officers, or if an LLC, the name and address of its members. Bids shall be signed by the person or member of the firm making the same, and if a corporation, by an authorized officer or agent, subscribing the name of the corporation, together with his own name and the corporate seal.

The Bidder further agrees to execute the Agreement within ten (10) calendar days after receipt of notice of award, and within the time frame of Section H – Agreement.

Accompanying the Bid is a Bid Guarantee, meeting the requirements described in the Instruction to Bidders

The Contractor's address and principal place of business is:

1950 NW 22ND ST FORT LAUDERDALE , FL 33311

If Contractor is a Corporation, list the names, titles and business addresses of its President, Secretary and Treasurer.

PRESIDENT Robert P. Kornahrens
Printed Name
ADDRESS: 1950 NW 22ND ST FORT LAUDERDALE , FL 33311

SECRETARY Robert P. Kornahrens
Printed Name
ADDRESS: 1950 NW 22ND ST FORT LAUDERDALE , FL 33311

TREASURER Kevin Kornahrens
Printed Name
ADDRESS: 1950 NW 22ND ST FORT LAUDERDALE , FL 33311

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SECTION E – BID SUBMITTAL FORM

Said Corporation is qualified to do business in the State of Florida

Advanced Roofing, Inc.
Corporation Name

By _____
President Robert P. Kornahrens

_____
Robert P. Kornahrens Qualifying Agent

If Contractor is not a corporation, list the name(s) and business address(es) of its owner(s), joint venturers or partners:

Name _____ **ADDRESS:** _____
Printed Name

Name _____ **ADDRESS:** _____
Printed Name

Name _____ **ADDRESS:** _____
Printed Name

The said company or business entity is a sole proprietorship, partnership, or joint venture and is trading and doing business as

_____
Company Name

By: _____

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SECTION E – BID SUBMITTAL FORM

ELECTRONIC PAYMENT (EPAYABLES):

The Board of County Commissioners (County) is offering faster payments. The County would prefer to make payment using credit card.

Would your company accept to participate in the ePayables credit card program?

Yes ☐ No ☒

For more information about ePayables credit card program please visit Purchasing Department website www.pinellascounty.org/purchase.

Company Name Advanced Roofing, Inc

Signature

Printed Signature Robert P. Kornahrens

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SECTION F ADDENDA ACKNOWLEDGEMENT FORM

SECTION F - ADDENDA ACKNOWLEDGEMENT FORM:

Bid Title: Roofing Services & Supplies, Waterproofing & Related Products and Services

Bid No: 190-0336-B(AR)

PLEASE ACKNOWLEDGE RECEIPT OF ADDENDA FOR THIS ITB BY SIGNING AND DATING BELOW:

ADDENDUM NO.	SIGNATURE/PRINTED NAME	DATE RECEIVED
1	Robert P. Kornahrens	7/9/2020

Note: Prior to submitting the response to this solicitation, it is the responsibility of the firm submitting a response to confirm if any addenda have been issued. If such addendum(s) has been issued, acknowledge receipt by signature and date in this section. Failure to do so may result in being considered non-responsive.

Information regarding Addenda issued is available on the Purchasing Department's website at, www.pinellascounty.org/purchase/Current_Bids1.htm , listed under category 'Current Bids'.

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Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Advanced Roofing.com

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
1950 NW 22nd Street

Requester's name and address (optional)

6 City, state, and ZIP code
Fort Lauderdale, FL 33311

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number
5 9 - 2 3 6 0 5 9 1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ MPK Date ▶ 7/14/20

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/6/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Frank H. Furman, Inc.
1314 East Atlantic Blvd.
P. O. Box 1927
Pompano Beach FL 33061

CONTACT NAME:
PHONE (A/C, No, Ext): (954)943-5050 FAX (A/C, No): (954)942-6316
E-MAIL ADDRESS: jenny@furmaninsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Greenwich Insurance Company	22322
INSURER B: American Guarantee & Liability Ins Co	26247
INSURER C: Bridgefield Employers Ins Co	10701
INSURER D: Navigators Specialty Ins Co	36056
INSURER E:	
INSURER F:	

INSURED
Advanced Roofing Inc
4909 W Knollwood Street
PO Box 15676
Tampa FL 33634

COVERAGES

CERTIFICATE NUMBER: Jan 20 Tampa

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual & XCU Incl X Broad form PD GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	Y	CGS740979401	1/1/2020	1/1/2021	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS		Y	CAS740979501	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Personal Injury Protection	$ 10,000
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ zero			AUC930367418 excess over AL, GL, EL	1/1/2020	1/1/2021	EACH OCCURRENCE	$ 10,000,000
							AGGREGATE	$ 10,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	830-56020	1/1/2020	1/1/2021	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	$15M Excess over $10M Umbrella			GA20EXC203MXXIC	1/1/2020	1/1/2021	Each Occurrence	15,000,000
							Aggregate	15,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Pinellas County, A Political Subdivision of the State of Florida is included as additional insured for general liability as required by written contract. General liability, auto liability & workers comp contain a waiver of subrogation in favor of the additional insured.

CERTIFICATE HOLDER

m

Pinellas County, A Political Subdivision
the State of Florida
400 South Fort Harrison Avenue
Clearwater, FL 33756

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Dirk DeJong/MR

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State of Florida
Department of State

I certify from the records of this office that ADVANCED ROOFING, INC. is a corporation organized under the laws of the State of Florida, filed on October 8, 1983.

The document number of this corporation is G65116.

I further certify that said corporation has paid all fees due this office through December 31, 2020, that its most recent annual report/uniform business report was filed on January 6, 2020, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Sixth day of January, 2020

GREAT SEAL OF THE STATE OF FLORIDA
IN GOD WE TRUST

Secretary of State

Tracking Number: 0424452650CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE ROOFING CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

KORNAHRENS, ROBERT P

ADVANCED ROOFING INC
1950 NW 22ND STREET
FORT LAUDERDALE FL 33311

LICENSE NUMBER: CCC024413

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

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BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020

DBA:
Business Name: ADVANCED ROOFING INC

Receipt #: 185-1027
Business Type: ROOFING/SHEET METAL CONTRACTOR (ROOFING CONTR)

Owner Name: ROBERT P KORNAHRENS
Business Location: 1950 NW 22 ST
FT LAUDERDALE
Business Phone: 522-6868

Business Opened: 08/02/1983
State/County/Cert/Reg: CCC024413
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		10		

	For Vending Business Only					
	Number of Machines:			Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	0.00	0.00	0.00	0.00	0.00	27.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

ROBERT P KORNAHRENS
1856 N NOB HILL RD #277
PLANTATION, FL 33322

Receipt #WWW-18-00186324
Paid 08/23/2019 27.00

2019 - 2020

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020

DBA:
Business Name: ADVANCED ROOFING INC

Receipt #: 185-1027
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State/County/Cert/Reg: CCC024413
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		10		

Signature

	For Vending Business Only					
	Number of Machines:			Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	0.00	0.00	0.00	0.00	0.00	27.00

Receipt #WWW-18-00186324
Paid 08/23/2019 27.00

RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

KORNAHRENS, ROBERT P

ADVANCED ROOFING INC
1950 NORTHWEST 22ND STREET
FORT LAUDERDALE FL 33311

LICENSE NUMBER: CGC1507377

EXPIRATION DATE: AUGUST 31, 2020

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BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020

DBA:
Business Name: ADVANCED ROOFING INC

Receipt #: 180-7183
Business Type: GENERAL CONTRACTOR (GENERAL CONTRACTOR)

Owner Name: ROBERT P KORNAHRENS
Business Location: 1950 NW 22 ST
FT LAUDERDALE
Business Phone: 954-522-6868

Business Opened: 10/01/2005
State/County/Cert/Reg: CGC 1507377
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		300		

	For Vending Business Only					
	Number of Machines:			Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
150.00	0.00	0.00	0.00	0.00	0.00	150.00

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Mailing Address:

ROBERT P KORNAHRENS
1950 NW 22 ST
FORT LAUDERDALE, FL 33311

Receipt #WWW-18-00186324
Paid 08/23/2019 150.00

2019 - 2020

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020

DBA:
Business Name: ADVANCED ROOFING INC

Receipt #: 180-7183
Business Type: GENERAL CONTRACTOR (GENERAL CONTRACTOR)

Owner Name: ROBERT P KORNAHRENS
Business Location: 1950 NW 22 ST
FT LAUDERDALE
Business Phone: 954-522-6868

Business Opened: 10/01/2005
State/County/Cert/Reg: CGC 1507377
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		300		

Signature

	For Vending Business Only					
	Number of Machines:			Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
150.00	0.00	0.00	0.00	0.00	0.00	150.00

Receipt #WWW-18-00186324
Paid 08/23/2019 150.00

RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE CLASS A AIR CONDITIONING CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

KORNAHRENS, THOMAS MICHAEL

ADVANCED ROOFING, INC.
1950 NW 22ND ST
FORT LAUDERDALE FL 33311

LICENSE NUMBER: CAC1818806

EXPIRATION DATE: AUGUST 31, 2020

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BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020

DBA:
Business Name: ADVANCED ROOFING INC

Receipt #: 183-281157
Business Type: HEATING/AIRCONDITION CONTRACTR

Owner Name: THOMAS MICHAEL KORNAHRENS
Business Location: 1950 NW 22 ST
FT LAUDERDALE
Business Phone: 9545226868

Business Opened: 12/12/2016
State/County/Cert/Reg: CAC1818806
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		350		

	For Vending Business Only					
	Number of Machines:			Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
150.00	0.00	0.00	0.00	0.00	0.00	150.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

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Mailing Address:

ADVANCED ROOFING INC
1950 NE 22 ST
FORT LAUDERDALE, FL 33311

Receipt #WWW-18-00186324
Paid 08/23/2019 150.00

2019 - 2020

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020

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Receipt #: 183-281157
Business Type: HEATING/AIRCONDITION CONTRACTR

Owner Name: THOMAS MICHAEL KORNAHRENS
Business Location: 1950 NW 22 ST
FT LAUDERDALE
Business Phone: 9545226868

Business Opened: 12/12/2016
State/County/Cert/Reg: CAC1818806
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		350		

Signature

	For Vending Business Only					
	Number of Machines:			Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
150.00	0.00	0.00	0.00	0.00	0.00	150.00

Receipt #WWW-18-00186324
Paid 08/23/2019 150.00

RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE SOLAR CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

SOCKMAN, CLINTON ALAN

ADVANCED ROOFING INC
1950 NW 22ND STREET
FORT LAUDERDALE FL 33311

LICENSE NUMBER: CVC56792

EXPIRATION DATE: AUGUST 31, 2020

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BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020

DBA:
Business Name: ADVANCED ROOFING INC

Receipt #: 189-229230
Business Type: ALL OTHER TYPES CONTRACTOR (SOLAR CONTRACTOR)

Owner Name: CLINTON A SOCKMAN
Business Location: 1950 NW 22 ST
FT LAUDERDALE
Business Phone: 522-6868

Business Opened: 11/16/2009
State/County/Cert/Reg: CVC56792
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		1		

	For Vending Business Only					
	Number of Machines:			Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	0.00	0.00	0.00	0.00	0.00	27.00

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Mailing Address:

CLINTON A SOCKMAN
1950 NW 22 ST
FORT LAUDERDALE, FL 33311

Receipt #WWW-18-00186324
Paid 08/23/2019 27.00

2019 - 2020

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020

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Business Name: ADVANCED ROOFING INC

Receipt #: 189-229230
Business Type: ALL OTHER TYPES CONTRACTOR (SOLAR CONTRACTOR)

Owner Name: CLINTON A SOCKMAN
Business Location: 1950 NW 22 ST
FT LAUDERDALE
Business Phone: 522-6868

Business Opened: 11/16/2009
State/County/Cert/Reg: CVC56792
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		1		

Signature

	For Vending Business Only					
	Number of Machines:			Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	0.00	0.00	0.00	0.00	0.00	27.00

Receipt #WWW-18-00186324
Paid 08/23/2019 27.00

Ron DeSantis, Governor

Halsey Beshears, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS LICENSING BOARD

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

CERVONE, MICHAEL SCOTT

ADVANCED ROOFING, INC.
1950 NW 22ND STREET
FORT LAUDERDALE FL 33311

LICENSE NUMBER: EC13006050

EXPIRATION DATE: AUGUST 31, 2020

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BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020

DBA:
Business Name: ADVANCED ROOFING INC

Receipt #: 181-298906
Business Type: ELECTRICAL/ALARMS/CONTRACTOR (ELECTRICAL CONTRACTOR)

Owner Name: CERVONE, MICHAEL SCOTT
Business Location: 1950 NW 22 ST
FT LAUDERDALE
Business Phone: 954 522-6868

Business Opened: 05/15/2019
State/County/Cert/Reg: EC13006050
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		8		

	For Vending Business Only					
	Number of Machines:			Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	0.00	0.00	0.00	0.00	0.00	27.00

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Mailing Address:

ADVANCED ROOFING INC
1950 NW 22 ST
FORT LAUDERDALE, FL 33311

Receipt #WWW-18-00186324
Paid 08/23/2019 27.00

2019 - 2020

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

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VALID OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020

DBA:
Business Name: ADVANCED ROOFING INC

Receipt #: 181-298906
Business Type: ELECTRICAL/ALARMS/CONTRACTOR (ELECTRICAL CONTRACTOR)

Owner Name: CERVONE, MICHAEL SCOTT
Business Location: 1950 NW 22 ST
FT LAUDERDALE
Business Phone: 954 522-6868

Business Opened: 05/15/2019
State/County/Cert/Reg: EC13006050
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		8		

Signature

	For Vending Business Only					
	Number of Machines:			Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	0.00	0.00	0.00	0.00	0.00	27.00

Receipt #WWW-18-00186324
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Robert P. Foote, President
Frank H. Furman, Inc.
1314 E. Atlantic Blvd.
Pompano Beach, FL. 33060
Main: 954.943.5050
Toll Free 800.344.4838
Mobile: 954.609.0820
Rob@furmaninsurance.com

January 20, 2020

RE: ADVANCED ROOFING INC. (ARI) - Risk Management/Insurance Protection

We are the risk advisor for Advanced Roofing, Inc. The purpose of our correspondence is to share with you some of the highlights of the Advanced Roofing risk management programs. We will be sharing with you some details of the protection Advanced Roofing, Inc. provides to their clients to protect your assets. ARI has achieved an A+ superior risk management rating due to their strict risk and job safety quality controls.

- **RECOGNITION BY INSURER** – AXA XL is the Insurance Provider for ARI for several key components of their Insurance Portfolio. AXA XL is the insurance provider of choice for several of the**Top 25** Roofing Professionals throughout the country. AXA XL recognizes Advanced Roofing as a "best in class" contractor for ARI's performance record relative to safety, controlling losses and quality controls.

- **ARI CLIENTS' ASSET PROTECTION** - ARI has a **$27M (Auto)/$29M (GL)** aggregate limit of insurance protection per accident/incident in the event of a bodily injury or property damage claim that may occur on a jobsite or while ARI operates an automobile on the jobsite.

- **ARI's exceptional workers' compensation experience modification rating** of **.64** allows them to secure reduced insurance rates which, in turn, translates into savings for you, their clients. This .64 rating is 36 points better than the average roofing contractor, and places ARI in the top 2 percentile of Roofing Professionals, nationwide, from a performance rating perspective.

Advanced Roofing, Inc. has a full time safety director, three safety professional who have completed the OSHA 500 Outreach Trainer course, two active CERTA trainers, five safety professionals that are CPR/First Aid/AED Trainers, and a risk manager that aggressively manages their internal, as well as managing their clients' risk during the course of their construction projects. Advanced Roofing, Inc. believes deeply in educating and training their roofing mechanics to deliver to you the quality and workmanship your roofing asset deserves. The ARI training program separates them from many other roofing professionals. This past year alone, Advanced Roofing, Inc. has conducted the following training programs:

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- 87 employees have received the OSHA 10-Hour training to promote safety competency.
- 30 foremen and construction managers have received the OSHA 30-Hour training.
- 18 employees were Certified Roofing Torch Applicators (CERTA).
- 17 foremen and construction managers received certification in first aid and CPR.
- ARI has safety training at 6 a.m. Monday through Friday every single week.

- **GENERAL LIABILITY PROTECTION – $2M Per Occurrence/$4M General Aggregate/$4M Products and Completed Operations Aggregate.** Advanced Roofing has the following protection included in their general liability portfolio of protection:

  - Habitational/Residential – Including Multi-Family
  - Torch Coverage
  - "Hot" Applied Roof System Coverage
  - Unlimited Building Height Protection
  - Water Damage Coverage

- **AUTOMOBILE PROTECTION** – ARI has an occurrence limit on the commercial automobile protection of $27M in the event there is a covered bodily injury or property damage on your job site stemming from Advanced Roofing's operations. (Carrier A + Superior rated A.M. Best Co.)

- **COMMERCIAL UMBRELLA** – Advanced Roofing has a **$25M** limit of liability. (Zurich and Navigators Specialty are both A+ superior rated by A.M. Best Co). Their umbrella provides protection above their underlying general liability and auto protection.

- **INSTALLATION FLOATER – BUILDERS' RISK** – ARI has secured **$2.5M** in protection for certain stored materials that are to be installed on your job site. This protection reduces the economic loss to you, the owner of the project, during the course of construction.

- **MOLD/POLLUTION LIABILITY PROTECTION** – ARI has secured **$1M** limits per occurrence/$2M Aggregate of liability to protect you, the owner, in the event that there is a covered cause of loss stemming from mold, algae, fungai, etc. as a result of the roofing operations of ARI. This highly specialized coverage illustrates to you, the owner, that ARI is serious about protecting your assets during the course of the construction project.

- **CRIME** – ARI's Crime Policy includes Theft of Client Property While on the Client Property in the amount of **$500,000** and includes money, securities, or other tangible property.

- **EMPLOYMENT PRACTICES LIABILITY** – ARI's Employment Practices Liability Policy includes **Third Party Coverage**, affording coverage should ARI customers claim wrongful conduct.

- **CYBER LIABILITY** – ARI has Cyber Theft for any ARI customer whose company or personal information is stolen or damaged through a hack on ARI's system, with limits of **$1M**.

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When you are investing in a roofing system, we encourage you to explore deeper than what is the cost of the roof. Advanced Roofing's commitment to quality and the experience they deliver places them at the top of the roofing profession. ARI is recognized by the following organizations for professionalism and community contributions:

Professional Roofing Magazine
Roofing Contractor Magazine
National Roofing Contractors A
Florida Roofing Magazine
Dunn & Bradstreet
FRSA Star Award Winner

National Football League Charity Event(s)
Partnership for Rebuilding America
South Florida Business Journal
Roof Connect Founding Member
Orlando Business Journal

ARI is recognized for their industry accomplishments as well as for reinvesting back to the community and environment. Experience Does Matter!!! Whether it be service, maintenance, new construction, re-roofing, repairs, or retro-fit, ARI has a solid portfolio of protection in order to responsibly protect your building assets

Sincerely,

Robert P. Foote

Robert P. Foote, President
CPCU, ARM, AIM, CRIS, AFSB

RF:mr

Docusign Envelope ID: 255D1503-86E5-4405-90E5-7A6ECC743D3E

THE GUARANTEE
The Guarantee Company of North America USA
One Towne Square, Suite 1470
Southfield, MI 48076
Phone: 248-281-0281 Fax: 248-750-0431
www.gcna.com

January 2, 2020

Re: Advanced Roofing, Inc.

Letter of Bondability

To Whom It May Concern,

Advanced Roofing, Inc. is a highly regarded and valued client of American Global and The Guarantee Company of North America USA and is capable of providing Performance and Payment Bonds in the amount of $40 million for any single contract and $150 million in the aggrepte. The Guarantee Company of North America USA is rated by AM Best as A (Excellent), Class IX and is licensed to do business in all 50 States.

Naturally, we would expect that the execution of any final bonds would be subject to our normal underwriting review of the final contract terms and conditions by our client and ourselves. If we can provide any further assurances or assistance, please do not hesitate to call upon us.

This letter does not constitute an assumption of liability, and we assume no liability to you or to any third parties by the issuance of this letter.

Sincerely,
The Guarantee Company of North America USA

William Grefe Griffin
Attorney-in-Fact

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THE GUARANTEE®

The Guarantee Company of North America USA
Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Michael Marino, William Grafe Griffin, Torre Taylor, Ricardo Davila Lamar
American Global LLC

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 1st day of March, 2018.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

STATE OF MICHIGAN
County of Oakland

Stephen C. Ruschak, Chief Executive Officer

Randall Musselman, Secretary

On this 1st day of March, 2018 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.

Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2024
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

Cynthia A. Takai

I, Randall Musselman, Secretary of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 2nd day of January, 2020

Randall Musselman, Secretary

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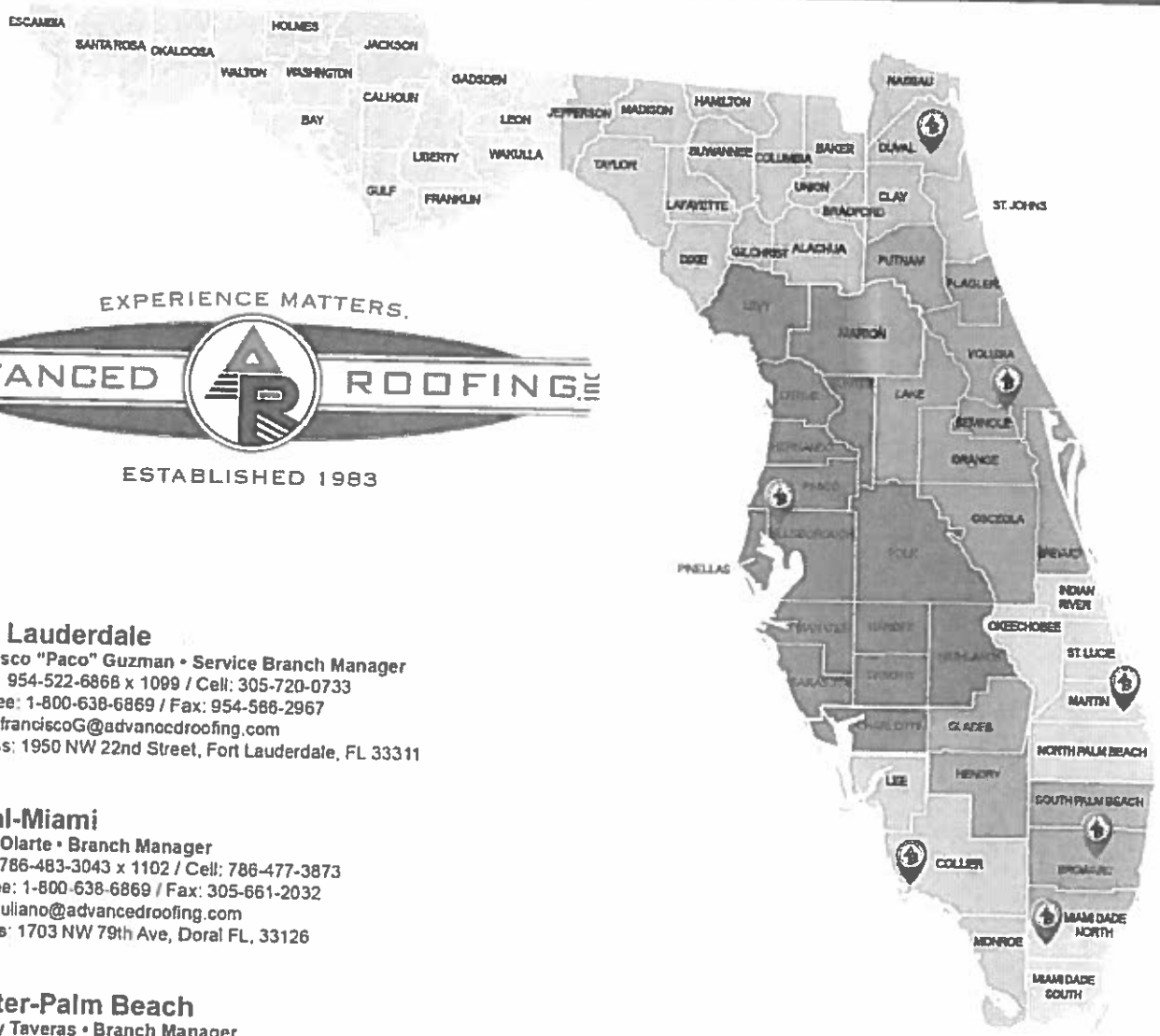
ADVANCED ROOFING **OFFICE LOCATIONS**



EXPERIENCE MATTERS.

ADVANCED ROOFING INC

ESTABLISHED 1983

Fort Lauderdale
Francisco "Paco" Guzman • Service Branch Manager
Office: 954-522-6868 x 1099 / Cell: 305-720-0733
Toll-Free: 1-800-638-6869 / Fax: 954-566-2967
Email: franciscoG@advancedroofing.com
Address: 1950 NW 22nd Street, Fort Lauderdale, FL 33311

Doral-Miami
Julian Olarte • Branch Manager
Office: 786-483-3043 x 1102 / Cell: 786-477-3873
Toll-Free: 1-800-638-6869 / Fax: 305-661-2032
Email: juliano@advancedroofing.com
Address: 1703 NW 79th Ave, Doral FL, 33126

Jupiter-Palm Beach
Ronney Taveras • Branch Manager
Office: 561-743-6952 x 1131 / Cell: 561-891-2524
Toll-Free: 800-638-6869
Email: ronneyt@advancedroofing.com
Address: 1601 Park Lane South, Suite 100, Jupiter, FL

Sanford-Orlando
Jason Carruth • Branch Manager
Office: 407-322-1555 / Cell: 407-509-4190
Toll-Free: 866-365-6071 / Fax: 407-322-0010
Email: jasonc@advancedroofing.com
Address: 200 Northstar Court, Sanford, FL 32771

Justin Tyler • Service Manager
Office: 407-322-1555 x 1207 / Cell. 407-717-3753
Toll-Free: 866-365-6071 / Fax. 407-322-0010
Email: justint@advancedroofing.com

Tampa-St. Petersburg
Bill Lester • Branch Manager
Office: 813-885-5811 x 1303 / Cell: 813-734-2136
Toll-Free: 800-354-9896 / Fax: 813-884-8927
Email: billl@advancedroofing.com
Address: 8507 Sunstate Street, Tampa, FL 33634

Gary Stevens • Service Manager
Office: 813-885-5811 x 1203 / Cell: 954-826-0058
Email: garys@advancedroofing.com

Ft. Myers-Naples
Kevin Kornahrens • Vice President
Toll-Free: 1-800-638-6869
Email: kevink@advancedroofing.com
Address: 14231 Jetport Loop #15, Fort Myers, FL 33913

North Florida
Jason Carruth • Branch Manager
Office: 407-322-1555 / Cell: 407-509-4190
Toll-Free: 866-365-6071 / Fax. 407-322-0010
Email: jasonc@advancedroofing.com

St. Augustine-Jacksonville
Christopher VanDeusen • Service Manager
Office: 904-826-3860 / Cell: 407-676-1403
Toll-Free: 1-866-365-6071 / Fax: 407-322-0010
Email: christopherv@advancedroofing.com

Panhandle
Jason Carruth • Branch Manager
Office: 407-322-1555 / Cell: 407-509-4190
Toll-Free: 866-365-6071 / Fax: 407-322-0010
Email: jasonc@advancedroofing.com

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AGREEMENT

THIS AGREEMENT, made and entered into by and between Pinellas County, a political subdivision of the State of Florida, hereinafter designated the COUNTY, and

Advanced Roofing Inc

(Corporation, Partnership or Individual Proprietor)

Authorized to do business in the State of Florida, with place of business located at:

4909 West Knollwood St.
Tampa, FL 33436

herein after designated the CONTRACTOR,

WITNESSETH:

That for and in consideration of the sum not to exceed Three million, eight hundred ninety thousand & no/100 DOLLARS $3,890,000.00 to be paid by the COUNTY to the CONTRACTOR as herein provided, and in further consideration of the mutual covenants and promises to be kept and performed by and between the parties hereto, it is agreed as follows:

1. THE CONTRACTOR AGREES:

A. To furnish all services, labor, materials and equipment necessary for the complete performance, in a thorough and workmanlike manner, of the Work contemplated under **Bid Title: Roofing Services & Supplies, Waterproofing & Related Products and Services, Bid No: 190-0336-B(AR)**, in Pinellas County, Florida, to comply with the applicable standards, and to perform all Work in strict accordance with the terms of the Contract Documents.

B. That the CONTRACTOR and each subcontractor shall furnish to the COUNTY, upon demand, a certified copy of the payroll covering Work under this Agreement, together with such other information as may be required by the COUNTY to ensure compliance with the law and the provisions of this Agreement.

C To procure all insurance as required by the Instructions to Bidders.

D. To procure and maintain all permits and licenses which may be required by law in connection with the prosecution of the Work contemplated hereunder, except for those permits obtained by the County as expressly set forth in Appendix 1 of the Contract Documents. Notwithstanding the provisions above, the Contractor shall be responsible for non-compliance of all permit requirements, including all fines resulting from Contractor's non-compliance of said requirements.

E. To permit any representative(s) of the County, at all reasonable times, to inspect the Work in progress or any of the materials used or to be used in connection therewith, whether such Work is located on or off the Project site, and to furnish promptly, without additional charge, all reasonable facilities, labor and materials deemed necessary by the County's Project Manager, for the conducting of such inspections and tests as it may require.

F. Unless otherwise provided in the special provisions, special conditions and Specifications, to assume liability for all damage to Work under construction or completed, whether from fire, water, winds, vandalism, or other causes, until final completion and acceptance by the County and notwithstanding thefact that partial payments may have been made during construction.

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G. No subcontract or transfer of Agreement shall in any case release either the Contractor or its surety of any liability under the Agreement. The County reserves the right to reject any subcontractors or equipment.

Unless specifically prohibited by Florida law, the Contractor shall defend, indemnify and hold harmless the County and its officers and employees from any and all liabilities, claims, damages, penalties, demands, judgments, actions, proceedings, losses or costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, or by, or on account of, any claim or amounts recovered under the"Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree whether resultingfrom any claimed breach of this Agreement by the Contractor or from personal injury, property damage,direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor or anyone employed or utilized by the Contractor inthe performance of this Agreement. The duty to defend under this paragraph is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Contractor, the County and any indemnified party. The duty to defend arises immediately upon presentation of a claimby any party and written notice of such claim being provided to the Contractor. The Contractor's obligation to indemnify and defend under this Article will survive the expiration or earlier termination ofthis Agreement until it is determined by final judgment that an action against the County or an indemnifiedparty for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations. The Contractor shall guarantee the payment of all just claims for materials, supplies, tools,labor or other just claims against it or any subcontractor in connection with this Agreement.

H. By signing this Agreement, the contractor certifies under penalty of law that it understands the terms and conditions of, and will comply with, the Pinellas County National Pollutant Discharge Elimination System (NPDES) Permit No. FLS000005 that authorizes the storm water discharge associated with construction activities.

I. Contractor shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 *et. seq.* Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable
Pinellas County Board of County Commissioners
P. O. Box 2438
Clearwater, FL 33757

Each invoice shall include, at a minimum, the Contractor's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Contractor also include the information shown in Section A – General Conditions Payments/Invoices. The County may dispute any payments invoiced by Contractor in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

J. Local, State, and Federal Compliance Requirements: The laws of the State of Florida apply to any purchase made under this Invitation to Bid. Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to this bid and subsequent contract(s) including but not limited to Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA as applicable to this contract.

2. <u>IT IS MUTUALLY AGREED</u>:

A. That no change, alteration, amendment, payment for extra Work or agreement to pay for same, shall be binding upon the County until it has been approved the same, and until the same shall be properly approved by the Board.

B. The County shall designate a representative insofar as prosecution of the Work, and interpretation of the Plans and Specifications are concerned, and that no payments shall be made by the County under this Agreement except upon the certificate of the proper County designee.

C. This Agreement shall be interpreted under and its performance governed by the laws of the State of Florida.

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D. The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Contract Documents shall not be construed to be and shall not be a waiver of any such provision or provisions or of its rights thereafter to enforce each and every such provision.

E. Each of the parties hereto agrees and represents that this Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and that no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, Work performed, or payments made prior to execution hereof shall be deemed merged into, integrated and superseded by this Agreement.

F. Should any provision of this Agreement be determined by a court to be unenforceable, such determination shall not affect the validity or enforceability of any section or part thereof.

3. The documents comprising this Agreement, which shall be known as the "Contract Documents", include the entirety of County's ITB pursuant to which this Agreement is awarded, including any addenda, and Contractor's submittal thereto. The following portions of the Contract Documents are listed for the purposes of determining priority:

CHANGE ORDER(S)

ADDENDA (if applicable)

SECTION B SPECIAL CONDITIONS

SECTION D SPECIFICATIONS

If there is a conflict between the terms of the Contract Documents, then the conflict shall be resolved according to the following order of priority: any terms required as a condition of grant funds shall have first priority; then the terms of this Agreement; then **the terms of the above listed documents shall be given preference in their above listed order; and then the terms of any remaining documents.**

4. **PUBLIC RECORDS – CONTRACTOR'S DUTY**

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the Pinellas County Board of County Commissioners, Purchasing Department, Operations Manager custodian of public records at 727-464-3311, purchase@pinellascounty.org, Pinellas County Government, Purchasing Department, Operations Manager, 400 S. Ft. Harrison Ave, 6th Floor, Clearwater, FL 33756.

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5. This Agreement shall be binding upon, and shall inure to the benefit of the executors, administrators, heirs, successors and assigns of the Contractor.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year as written.

PINELLAS COUNTY acting by and through the Board of County Commissioners

Pat Gerard

Chairman

November 17, 2020

Date

ATTEST:
Ken Burke,
Clerk of the Circuit Court

By: Deputy Clerk

BOARD OF COUNTY COMMISSIONERS SEAL PINELLAS COUNTY, FLORIDA

Advanced Roofing Inc

By:

Signature:

Print Name: Michael Kornahrens

Title: Vice President

APPROVED AS TO FORM

By: Office of the County Attorney

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Pinellas County
DEPARTMENT OF ADMINISTRATIVE SERVICES

Merry Celeste, CPPB
Division Director
Purchasing and Risk Management

July, 30 2020

TO: ALL INTERESTED BIDDERS

INVITATION TO BID: Roofing Services & Supplies, Waterproofing & related Products and Services

BID NUMBER: 190-0336-B(AR)

BID SUBMITTAL IS DUE: NEW DATE: STEP TWO August 11, 2020 @ 3:00 P.M.

ADDENDUM NO. 2

Following is additional information, clarifications, questions and responses relative to referenced Bid (ITB):

CHANGE(S):

The Question deadline for Step Two has been changed to August 4, 2020 by 3:00 P.M.

Bid submittal Due date for Step Two has been changed to August 11, 2020 by 3:00 P.M.

INFORMATION:

Step One of this bid was opened on July 14, 2020. We received 5 bids. Upon review, four bidders meet qualifications for Step One and are deemed qualified to submit pricing for Step Two of this bid.

1.) Advanced Roofing
2.) Precision Roofing
3.) Tarheel Corporation
4.) TeamCraft Roofing

Step Two Submissions must include the following:

1.) Page 1
2.) Insurance Certificates
3.) Vendor References
4.) Section E Bid Submittal and Summary (Excel Pricing)
5.) W-9
6.) Epayables
7.) Proof of Licenses and Insurance: Current State of Florida Roofing Contractor License
8.) Qualification Forms (pages 40-47)
9.) Addendum Acknowledgment form
10.) Bid Bond Guarantee (5%)

PLEASE ADDRESS REPLY TO
400 South Ft. Harrison, Sixth Floor
Clearwater, Florida 33756
Phone: (727) 464-3311
FAX: (727) 464-3925
Website: www.pinellascounty.org/purchase

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All other specifications, terms and conditions remain the same.

Please remember to acknowledge receipt of this Addendum in Section G Page 48 under Addendum No.2 and return with completed bid package.

Sincerely,

Merry Celeste

Merry Celeste, CPPB
Division Director
Purchasing and Risk Management

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Pinellas County
DEPARTMENT OF ADMINISTRATIVE SERVICES

Merry Celeste, CPPB
Division Director
Purchasing and Risk Management

July 9, 2020

TO:	ALL INTERESTED BIDDERS
INVITATION TO BID:	Roofing Services & Supplies, Waterproofing & related Products and Services
BID NUMBER:	190-0336-B(AR)
BID SUBMITTAL IS DUE:	STEP 1: July 14, 2020 @ 3:00 P.M. STEP 2: August 4, 2020 @ 3:00 PM

ADDENDUM NO. 1

Following is additional information, clarifications, questions and responses relative to referenced Bid (ITB):

CHANGE(S):

1. Section E – Bid Submittal and Summary (Excel) – See updated attachment: Addendum No. 1 – Section E – Bid Submittal and Summary, with below changes.

   Change 1: Added Hourly Estimates for Emergency/Holiday/After Hour's.

   Change 2: revised Annual and 60 Month Expenditure totals to include both regular and emergency hours.

   *Pricing must be submitted on Addendum No. 1 – Bid Submittal and Summary.

QUESTION(S)/RESPONSE(S):

1. Question: For the Roofing Repair Services Labor Rates sheet in Section E of Bid # 190-0336-B(AR), are the regular and emergency hourly rates of each type of labor to be priced for a 1 man or two man crew?

   Response: Hourly rates are to be priced for a 1 man crew.

2. Question: For materials in Section E, Is there a maximum of % mark-up from cost on materials?

   Response: There is no maximum mark up.

All other specifications, terms and conditions remain the same.

Please remember to acknowledge receipt of this Addendum in Section F Page 48 under Addendum No.1 and return with completed bid package.

Sincerely,

Merry Celeste

Merry Celeste, CPPB
Division Director
Purchasing and Risk Management

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Solicitation

Solicitation 190-0336-BAR

Roofing Services & Supplies, Waterproofing & Related Products and Services

Bid Designation: Public

Pinellas County Government

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Bid 190-0336-BAR
Roofing Services & Supplies, Waterproofing & Related Products and Services

Bid Number	190-0336-BAR
Bid Title	Roofing Services & Supplies, Waterproofing & Related Products and Services
Bid Start Date	Jun 22, 2020 3:31:20 PM EDT
Bid End Date	Jul 14, 2020 3:00:00 PM EDT
Question & Answer End Date	Jul 1, 2020 3:00:00 PM EDT
Bid Contact	Merry Celeste 727-464-3559 mceleste@co.pinellas.fl.us
Contract Duration	5 years
Contract Renewal	Not Applicable
Prices Good for	60 days

Bid Comments

OBJECTIVE
This ITB is for a multiple full-service roofing contractor to perform roofing and drain inspections, repairs of various types and ages of buildings located throughout the County. The successful bidder will provide all labor and materials necessary to perform the work described in the Scope of Work.

BACKGROUND
The County requires a roofing contractor's expertise to facilitate proactive inspections and required replacement and repair of roofing systems as listed in the contract specifications. This contract encompasses buildings of various types and ages located throughout the County.

SCOPE OF WORK
Bidder shall apply, install, connect, erect, use, clean, and condition manufactured articles, materials, fixtures, and equipment in accordance with the manufacturers' specifications

This is a two-step invitation of bid (ITB) process; Step 1 consists of bidder requirements and qualifications. Once bidders have been deemed qualified, bidders will be requested to submit pricing as Step 2 of the bid process.

Step 1: See pages titled QUALIFICATION SUBMITTAL FORM section for submitting Step 1 by the Step 1 due date and time listed on Page 1.

Step 2 - An Addendum will be issued listing the bidders whom are qualified to submit bid pricing using Section D – Submittal and Bid Summary along with Page 1 of this Invitation to Bid (ITB) following other requirements of this ITB by the Step 2 due date and time listed on Page 1.

Item Response Form

Item	190-0336-BAR–01-01 - Section E - Bid Submittal and Summary
Quantity	1 lump sum
Unit Price	
Delivery Location	Pinellas County Government

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Pinellas County Government
400 S. Ft. Harrison Ave
6th Floor Purchasing
Clearwater FL 33756
Qty 1

Description
Lump Sum from Section E Bid Submittal and Summary

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Bid Title: Roofing Services & Supplies, Waterproofing & related Products and Services

Bid Number: 190-0336-B(AR)

In an effort to continue to protect the public and our County workers, we have migrated to an automated process of bid/proposal receipt submittals and bid openings. Bids and proposals will be received and opened electronically and visible to vendors and the public.

Contractors/vendors are required to register with BidSync for free in advance of a scheduled bid/proposal opening and upload the required documents as requested in the solicitation prior to the submission deadline. All bids/proposals will be opened via an electronic lockbox at the same time. Contractors/vendors will be capable of viewing bid results after they are received and opened electronically.

To register as a supplier/vendor use the following link: https://prod.bidsync.com/bidsync-basic , ("X" out the advertisement in the top right corner to proceed to registration). Once logged in, current solicitations can be accessed and visible. For additional assistance with the supplier/vendor registration process, please contact BidSync Vendor Support at 800-990-9339 option 1, option 1, open from 8am-8pm ET.

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SEALED BID • DO NOT OPEN

SEALED BID NO.: 190-0336-B(AR)

BID TITLE: Roofing Services & Supplies, Waterproofing & Related Products and Services

DUE DATE/TIME: STEP 1 July, 14, 2020 @ 3:00 p.m.
STEP 2 August 4, 2020 @ 3:00 p.m.

SUBMITTED BY: _____
(Name of Company)

Please Note:

From time to time, addenda may be issued to this bid. Any such addenda will be posted on the same Web site, www.pinellascounty.org/purchase/Current_Bids1.htm , from which you obtained this bid.

Before submitting your bid you should check our Web site to download any addenda that may have been issued. Please remember to sign and return Addenda Acknowledgement Form with completed bid package if applicable.

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SUBMIT TO: PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS 400 S. FT. HARRISON AVENUE ANNEX BUILDING – 6TH FLOOR CLEARWATER, FL 33756	Pinellas County DEPARTMENT OF ADMINISTRATIVE SERVICES **INVITATION TO BID**	**BID NUMBER: 190-0336-B(AR)**
ISSUE DATE: June 23, 2020	**TITLE:** Roofing Services & Supplies, Waterproofing & Related Products and Services	
SUBMITTAL DUE: Step 1 July, 14, 2020 @ 3:00 P.M. Step 2 August 4, 2020 @ 3:00 P.M. *AND MAY NOT BE WITHDRAWN FOR 90 DAYS FROM DATE LISTED ABOVE.* BID SUBMITTALS RECEIVED AFTER SUBMITTAL DATE & TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED		
DEADLINE FOR WRITTEN QUESTIONS: Step 1 July 1, 2020 BY 3:00 P.M. Step 2 July 21, 2020 BY 3:00 P.M.	**SUBMIT QUESTIONS TO:** Amanda Richardson AT ajrichardson@pinellascounty.org Phone: 727-464-3151	**PRE-BID DATE & LOCATION:** NOT APPLICABLE
THE MISSION OF PINELLAS COUNTY Pinellas County Government is committed to progressive public policy, superior public service, courteous public contact, judicious exercise of authority and sound management of public resources to meet the needs and concerns of our citizens today and tomorrow.		Merry Celeste **MERRY CELESTE, CPPB** Division Director Purchasing and Risk Management

BIDDER MUST COMPLETE THE FOLLOWING

NO CHANGES REQUESTED BY A BIDDER WILL BE CONSIDERED AFTER THE BID OPENING DATE AS ADVERTISED. BY SIGNING THIS BID FORM, YOU ARE ATTESTING TO YOUR AWARENESS OF THIS POLICY AND ARE AGREEING TO ALL OTHER BID TERMS AND CONDITIONS, INCLUDING ALL INSURANCE REQUIREMENTS.

BIDDER (COMPANY NAME): _____ D/B/A _____

MAILING ADDRESS: _____ CITY / STATE / ZIP _____

COMPANY EMAIL ADDRESS: _____

PHN: (__)_____ FAX: (__)_____

*REMIT TO NAME: _____
(As Shown On Company Invoice)

_____ FEIN# _____

CONTACT NAME: _____

Proper Corporate Identity is needed when you submit your bid, specifically how your firm is registered with the Florida Division of Corporations. Please visit www.sunbiz.org for this information.

PRINT NAME: _____

EMAIL ADDRESS: _____

I HEREBY AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS INVITATION TO BID, INCLUDING ALL INSURANCE REQUIREMENTS & CERTIFY I AM AUTHORIZED TO SIGN THIS BID FOR THE SUBMITTER.

AUTHORIZED SIGNATURE: _____

PRINT NAME/TITLE: _____

RETURN THIS FORM WITH YOUR RESPONSE

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DEFINITIONS

Whenever the following terms, or pronouns used in place of them, are used in these Contract Documents they shall have the meanings given below:

Addendum: A modification, revision or clarification of the Plans or other Contract Documents, issued by the Purchasing Department and distributed to prospective Bidders before the bid opening.

Approved Equal: An approved equivalent item that is approved in writing, (via an Addendum to the Agreement), prior to the Bid Opening. Bidder must submit their proposed equivalent item no later than question deadline date on page 1. Any information received after this deadline will not be considered.

Bid Publication: The date on which public notice is made to request a bid/request for proposal for this Project.

Bid/Request for Proposal: The offer to perform the Work described in the Contract Documents at a specified cost.

Board of County Commissioners: Governing body of Pinellas County hereinafter referred to as the Board.

Calendar Day: Every day shown on the calendar, ending and beginning at Midnight.

Change Order: A written order authorized by the Board or County Administrator, issued by the Project Manager, and accepted by the Contractor directing certain changes, additions or reductions in the Work or in the materials used.

Commencement Date: Date established in the Notice to Proceed. Contractor shall commence the Work within fifteen (15) consecutive calendar days or as mutually agreed by the Parties, from the date of the Notice to Proceed.

Contractor: The General Contractor, the Individual, Partnership or Corporation agreeing to do the Work for the County as Prime Contractor. The Contractor may be refereed to interchangeably as Vendor and/or Bidder in this document depending on the contracting phase governed herein.

Contract Documents: All documents referred to herein in addition to all duly executed and issued addenda, legal advertisements and change orders.

FDOT: The Florida Department of Transportation.

~~**FDOT Specifications:** Florida Department of Transportation, "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION", (latest edition), and all supplemental specifications thereto.~~

Final Acceptance: Whenever the Work provided for under the Agreement has been completely performed by the Contractor, and the final inspection has been made by the Project Manager.

Final Completion: The point in which all Work is complete and all other Agreement requirements have been satisfied.

Inspector: An authorized representative of the Project Manager, assigned to make any or all necessary inspections of the Work performed and materials furnished by the Contractor.

Notice of Award: The formal document informing the Contractor of its successful selection to construct the Project.

Notice to Proceed: Formal written document informing the Contractor to begin the Work, and notifying the Contractor of the project engineer and other agency or person to which the Contractor may submit its payment request or invoice.

Owner: Is Pinellas County, a political subdivision of the State of Florida, herein after referred to as the County.

Project: All Work, materials or equipment (whether or not specifically called for) required to produce the intended result as described within the Contract Documents.

Project Manager: The individual designated by the Owner to represent the owner on all administrative matters related to the Project.

Proposal and Bid Submittal Sheets: Form, as required in Section E.

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DEFINITIONS

Regular Work Day or Business Day: Any calendar day from 7:00 AM to 7:00 PM except a Saturday, Sunday or recognized holiday.

Scope of Work: The general intent of the Work to be accomplished as defined by the Project Plans and Specifications.

Specifications: The directions, provisions and requirements contained herein, together with all stipulations contained in the plans or Contract Documents, setting out or relating to the method and manner of performing the Work, or to the quantities and qualities of materials and labor to be furnished under the Agreement.

Survey Crew Day: A unit of measurement for Work by a survey crew in a calendar day.

Unforeseen Work: Conditions encountered during the performance of the Work, sub-surface or otherwise concealed, or of an unusual nature, which differ materially from those indicated in the Contract Documents.

Unspecified: A pay item included for usage as directed by the County, and for usage under conditions or circumstances unforeseen at the time of Agreement.

Work: All labor, materials & incidentals required for the construction of the improvement for which the Agreement is made, including superintendence, use of equipment & tools, and all services & responsibilities prescribed or implied, which are necessary for the complete performance by the Contractor of his obligations under the contact. Unless otherwise specified herein or in the Agreement, all costs of liability and of performing the Work shall be at the Contractor's expense.

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SECTION A - GENERAL CONDITIONS

1. **BIDS:**
   Bid will be prepared in accordance with the following:
   (a) The enclosed Bid Summary is to be used in submitting your bid.
   (b) All information required by the Bid Submittal shall be furnished.
   (c) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
   (d) Alternate bids will not be considered unless authorized by the Invitation to Bid.
   (e) Proposed delivery time must be shown and shall include Sundays and holidays.
   (f) The County is exempt from all state and federal sales, use, transportation and excise taxes. Taxes of any kind and character, payable on account of the work performed and materials furnished under the award, shall be paid by the bidder and deemed to have been included in the bid. The Laws of the State of Florida provide that sales and use taxes are payable by the bidder upon the tangible personal property incorporated in the work and such taxes shall be paid by the bidder and be deemed to have been included in the bid.
   (g) Bidders shall thoroughly examine the Plans, Specifications, schedule, instructions and all other Contract documents.
   (h) Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the bid conditions. Plea of ignorance by the Bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the Contract documents, will not be accepted as a basis for varying the requirements of the County or the compensation to the Bidder.
   (i) Bidders are advised that all County Contracts are subject to all legal requirements provided for in the Purchasing Ordinance and/or State and Federal Statutes.

2. **DESCRIPTION OF SUPPLIES:**
   (a) Any manufacturer's names, trade names, brand name, or catalog numbers used in Specifications are for the purpose of describing and establishing general quality levels. SUCH REFERENCES ARE NOT INTENDED TO BE RESTRICTIVE. Bids will be considered for all brands which meet the quality of the Specifications listed for any items.
   (b) Bidders are required to state exactly what they intend to furnish otherwise they shall be required to furnish the items as specified.
   (c) Bidders will submit, with their proposal, data necessary to evaluate and determine the quality of the item(s) they are bidding.

3. **SUBMISSION OF BID:**
   (a) Bids or proposals shall be submitted as a PDF file. Failure to comply could result in the bid or proposal being rejected.
   (b) Bid and changes thereto shall be submitted digitally through BidSync. The name and address of the Bidder, the date and hour of the bid submittal and the material or service bid shall be included.
   (c) Bid must be submitted on the forms furnished. Facsimile bids will not be considered. The County reserves the right to modify the Bid Proposal by electronic/facsimile notice.

4. **REJECTION OF BID:**
   (a) The County may reject a bid if:
      1. The Bidder misstates or conceals any material fact in the bid.
      2. The bid does not strictly conform to the law or requirements of bid including insurance requirements.
      3. The bid is conditional, except that the Bidder may qualify its bid for acceptance by the County on an "all or none" basis, or a "low item" basis. An "all or none" basis bid must include all items upon which the bid was invited.
   (b) The respective constitutional officer, county administrator, on behalf of the board of county commissioners or within his/her delegated financial approval authority, or director of purchasing, within his/her delegated financial approval authority, shall have the authority when the public interest will be served thereby to reject all bids or parts of bids at any stage of the procurement process through the award of a contract.
   (c) The County reserves the right to waive minor informalities or irregularities in any bid.

5. **WITHDRAWAL OF BID:**
   (a) Bid may not be withdrawn after the time set for the bid submittal for a period of time as specified.
   (b) Bid may be withdrawn prior to the time set for the bid submittal. Such request must be in writing.

6. **LATE BID OR MODIFICATIONS:**
   (a) Bid and modifications received after the time set for the bid submittal will not be considered. **In addition, late bids will not be accepted, will be rejected and will be returned for any reason. The time clock stamp located in Pinellas County Purchasing Department shall be the official time stamp.** This upholds the integrity of the bidding process.
   (b) Modifications in writing received prior to the time set for the bid submittal will be accepted.

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7. **PUBLIC REVIEW AT BID OPENING: Pursuant to Florida Statute, Section 119.071(1)(b)2, all bids submitted shall be subject to review as public records after 30 days from opening, or earlier if an intended decision is reached before the thirty day period expires. Unless a specific exemption exists, all documents submitted will be released pursuant to a valid public records request. All trade secrets claims shall be dispositively determined by a court of law prior to trade secret protection being granted.**

8. **BID TABULATION INQUIRIES:**
Inquiries relating to the results of this bid, prior to the official bid award by the Pinellas County Board of County Commissioners may be made by visiting the Pinellas County Purchasing Office. Tabulations will be posted on the Purchasing Website (www.pinellascounty.org/purchase/Current_Bids1.htm) after 30 days to comply with Florida Statute 119.071(1)(b)2.

9. **AWARD OF CONTRACT:**
   (a) The Contract will be awarded to the lowest responsive, responsible Bidder whose bid, conforming to the Invitation to Bid, is most advantageous to Pinellas County, price and other factors considered. For Invitation to Bid for Sale of Real or Surplus Property, award will be made to the highest and most advantageous bid including price and other factors considered.
   (b) The County reserves the right to accept and award item by item, and/or by group, or in the aggregate, unless the Bidder qualifies his bid by specified limitations. Re Par. 4(a) 3.
   (c) If two or more bids received are for the same total amount or unit price, quality and service being equal, the Contract shall be awarded to one Bidder by drawing lots in public.
   (d) Prices quoted must be FOB Pinellas County with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.
   (e) A written award of acceptance (Purchase Order), mailed or otherwise furnished to the successful Bidder, shall result in a binding Contract without further action by either party.

10. **BIDS FROM RELATED PARTIES OR MULTIPLE BIDS RECEIVED FROM ONE BIDDER:** Where two (2) or more related parties each submit a bid or proposal or multiple bids are received from one (1) Bidder, for any Contract, such bids or proposals shall be judged non-responsive. Related parties mean Bidders or proposers or the principles thereof, which have a direct or indirect ownership interest in another Bidder or proposer for the same Contract or in which a parent company or the principles thereof of one (1) Bidder or proposer have a direct or indirect ownership interest in another Bidder or proposer for the same Contract.

11. **LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:** The laws of the State of Florida apply to any purchase made under this Invitation to Bid Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to this bid and subsequent contract(s) including but not limited to Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA as applicable to this agreement.

12. **PROVISION FOR OTHER AGENCIES:** Unless otherwise stipulated by the Bidder, the Bidder agrees to make available to all Government agencies, departments, and municipalities the bid prices submitted in accordance with said bid terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible Users shall mean all state of Florida agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the Agreement.

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13. **PUBLIC RECORDS/TRADE SECRETS:** Pinellas County Government is subject to the Florida Public Records law (Chapter 119, Florida Statutes), and all documents, materials, and data submitted to any solicitation as part of the response are governed by the disclosure, exemption and confidentiality provisions relating to public records in Florida Statutes. Except for materials that are "trade secrets" or "confidential" as defined by applicable Florida law, ownership of all documents, materials, and data submitted in response to the solicitation shall belong exclusively to the County.

    To the extent that Proposer/Bidder/Quoter desires to maintain the confidentiality of materials that constitute trade secrets pursuant to Florida law, trade secret material submitted must be identified by some distinct method that the materials that constitute a trade secret, and Proposer/Bidder/Quoter shall provide an additional copy of the proposal/bid/quote that redacts all designated trade secrets. By submitting materials that are designated as trade secrets and signature of the Proposer/Bidder/Quoter Signature Page, Proposer/Bidder/Quoter acknowledges and agrees:

    (i) that after notice from the County that a public records request has been made for the materials designated as a trade secret, the Proposer/Bidder/Quoter shall be solely responsible for defending its determination that submitted material is a trade secret that is not subject to disclosure at its sole cost, which action shall be taken immediately, but no later than 10 calendar days from the date of notification or Proposer /Bidder/Quoter will be deemed to have waived the trade secret designation of the materials;

    (ii) that to the extent that the proposal/bid/quote with trade secret materials is evaluated, the County and it officials, employees, agents, and representatives in any way involved in processing, evaluating, negotiating contract terms, approving any contract based on the proposal/bid/quote, or engaging in any other activity relating to the competitive selection process are hereby granted full rights to access, view, consider, and discuss the materials designated as trade secrets through the final contract award;

    (iii) to indemnify and hold the County, and its officials, employees, agents and representatives harmless from any actions, damages (including attorney's fees and costs), or claims arising from or related to the designation of trade secrets by the Proposer/Bidder/Quoter, including actions or claims arising from the County's non-disclosure of the trade secret materials.

    (iv) that information and data it manages as part of the services may be public record in accordance with Chapter 119, Florida Statutes and Pinellas County public record policies. Proposer/Bidder/Quoter agrees prior to providing goods/services it will implement policies and procedures to maintain, produce, secure and retain public records in accordance with applicable laws, regulations, and County Policies, which are subject to approval by the County, including but limited to the Section 119.0701, Florida Statutes.

    Notwithstanding any other provision in the solicitation, the classification as trade secret of the entire proposal/bid/quote document, line item and/or total proposal/bid/quote prices, the work, services, project, goods, and/or products to be provided by Proposer/Bidder/Quoter, or any information, data, or materials that may be part of or incorporated into a contract between the County and the Proposer/Bidder/Quoter is not acceptable to the County and will result in a determination that the proposal/bid/quote is nonresponsive; the classification as trade secret of any other portion of a proposal/bid/quote document may result in a determination that the proposal/bid/quote is nonresponsive.

14. **COLLUSION:** The Bidder, by affixing his signature to this proposal, agrees to the following: "Bidder certifies that its bid is made without previous understanding, agreement, or connection with any person, firm or corporation making a bid for the same item(s) and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action".

15. **CONTRACTOR LICENSE REQUIREMENT:** All contractors performing construction and related Work in Pinellas County must comply with our regulatory legislation, Chapter 75-489, Laws of Florida, as amended. Failure to have a competency license in a regulated trade will be cause for rejection of any bid and/or Contract award.

16. **MATERIAL SAFETY DATA SHEETS REQUIREMENTS:** If any chemicals, materials, or products containing toxic substances, in accordance with OSHA Hazardous Communications Standards, are contained in the products purchased by the County as a result of this bid, the successful Bidder shall provide a Material Safety Data Sheet at the time of each delivery.

17. **RIGHT TO AUDIT:** Pinellas County reserves the privilege of auditing a Bidder's records as such records relate to purchases between Pinellas County and said Bidder. Such audit privilege is provided for within the text of the Pinellas County Code §2-156 through §2-176(j). Records should be maintained for five (5) years from the date of final payment.

18. **STATEMENT RELATIVE TO "PUBLIC ENTITY CRIMES":** Contractor is directed to the Florida Public Entity Crime Act, Fla. Stat. 287.133, and Fla. Stat. 287.135 regarding Scrutinized Companies, and Contractor agrees that its bid and, if awarded, its performance of the agreement will comply with all applicable laws including those referenced herein. Contractor represents and certifies that Contractor is and will at all times remain eligible to bid for and perform the services subject to the requirements of these, and other applicable, laws. Contractor agrees that any contract awarded to Contractor will be subject to termination by the County if Contractor fails to comply or to maintain such compliance.

19. **MULTIPLE COPIES:** Unless otherwise specified, responses to an Invitation to Bid or Request for Proposal (RFP) should be submitted in duplicate.

20. **COUNTY INDEMNIFICATION:** See agreement in Section H.

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SECTION A - GENERAL CONDITIONS

21. **VARIANCE FROM STANDARD TERMS & CONDITIONS:** All standard terms and conditions stated in Section A apply to this Agreement except as specifically stated in the subsequent sections of the document, which take precedence over Section A, and should be fully understood by Bidders prior to submitting a bid on this requirement.

22. **ADA REQUIREMENT FOR PUBLIC NOTICES:** Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 727/464-4062 (voice/tdd) fax 727/464-4157, not later than seven days prior to the proceeding.

23. **"OR EQUAL" DETERMINATION:** Where bidding other than specified, the determination of equivalency will be at the sole discretion of Pinellas County and its specialized personnel.

24. **INSURANCE:** County's intent is to enforce Insurance Requirements. Any exceptions will be subject to Paragraph 35, Exceptions. It is recommended that bidder send entire bid document, including Section C, to its agent/broker/carrier to ensure bidder can meet requirements of the insurance for this contract and any cost associated with requirements is included in the bid price. Bid submittals should include bidders current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If the bidder does not currently meet insurance requirements, bidder shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place within ten (10) days after award recommendation. Failure to provide the required insurance within a ten (10) day period following award recommendation may result in the County to vacate the original recommendation and proceed with recommendation to the second lowest, responsive, responsible bidder.

25. **PROCUREMENT POLICY FOR RECYCLED MATERIALS:**

    (a) Pinellas County wishes to encourage its Bidders to use recycled products in fulfilling Contractual obligations to the County and that such a policy will serve as a model for other public entities and private sector companies.

    (b) When awarding a purchase of $5,000 or less, or recommending a purchase in excess of $5,000 for products, materials, or services, the Director of Purchasing may allow a preference to a responsive Bidder who certifies that their product or material contains the greatest percentage of postconsumer material. If they are bidding on paper products they must certify that their materials and/or products contain at least the content recommended by the EPA guidelines.

    (c) On all bids over fifty thousand dollars ($50,000) and formal quotes under fifty thousand dollars ($50,000), or as required by law, the Director of Purchasing shall require Bidders to specify which products have recycled materials, what percentage or amount is postconsumer material, and to provide certification of the percentages of recycled materials used in the manufacture of goods and commodities procured by the County.

    (d) Price preference is not the preferred practice the County wishes to employ in meeting the goals of this resolution. If a price preference is deemed to serve the best interest of the County and further supports the purchase of recycled materials, the Director of Purchasing will make a recommendation that a price preference be allowed up to an amount not to exceed 10% above the lowest complying bid received.

    Definitions for Recycled Materials:

    (a) Recovered Materials: Materials that have recycling potential, can be recycled, and have been diverted or removed from the solid waste stream for sale, use or reuse, by separation, collection, or processing.

    (b) Recycled Materials: Materials that contain recovered materials. This term may include internally generated scrap that is commonly used in industrial or manufacturing processes, waste or scrap purchased from another manufacturer and used in the same or a closely related product.

    (c) Postconsumer Materials: Materials which have been used by a business or a consumer and have served their intended end use, and have been separated or diverted from the solid waste stream for the purpose of recycling, such as; newspaper, aluminum, glass containers, plastic containers, office paper, corrugated boxes, pallets or other items which can be used in the remanufacturing process.

26. **ASBESTOS MATERIALS:**

    (a) The Bidder shall perform all Work in compliance with Federal, State and local laws, statutes, rules, regulations and ordinances, including but not limited to the Department of Environmental Protection (DEP)'s asbestos requirements, 40 CFR Part 61, Subpart M, and OSHA Section 29 CFR 1926.58. Additionally, the Bidder shall be properly licensed and/or certified for asbestos removal as required under Federal, State and local laws, statutes, rules, regulations and ordinances.

    (b) The County shall be responsible for filing all DEP notifications and furnish a copy of the DEP notification and approval for demolition to the successful Bidder. The County will furnish a copy of the asbestos survey to the successful Bidder. The Bidder must keep this copy on site at all times during the actual demolition.

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27. **PAYMENT/INVOICES:** Supplier shall submit invoices for payment as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 *et. Seq.* Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable
Pinellas County Board of County Commissioners
P. O. Box 2438
Clearwater, FL 33757

Each invoice shall include, at a minimum, the Supplier's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Supplier also include the information shown in below. The County may dispute any payments invoiced by SUPPLIER in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

INVOICE INFORMATION

Supplier Information	Company name, mailing address, phone number, contact name and email address as provided on the PO
Remit To	Billing address to which you are requesting payment be sent
Invoice Date	Creation date of the invoice
Invoice Number	Company tracking number
Shipping Address	Address where goods and/or services were delivered
Ordering Department	Name of ordering department, including name and phone number of contact person
PO Number	Standard purchase order number
Ship Date	Date the goods/services were sent/provided
Quantity	Quantity of goods or services billed
Description	Description of services or goods delivered
Unit Price	Unit price for the quantity of goods/services delivered
Line Total	Amount due by line item
Invoice Total	Sum of all of the line totals for the invoice

Pinellas County offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge vendors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information please visit Pinellas County purchasing website at www.pinellascounty.org/purchase.

28. **TAXES:** Payments to Pinellas County are subject to applicable Florida taxes.

29. **TERMINATION:**

(a) Pinellas County reserves the right to terminate this Agreement without cause by giving thirty (30) days prior notice to the contractor in writing of the intention to terminate or with cause if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified.

(b) Failure of the contractor to comply with any of the provisions of this Agreement shall be considered a material breach of Agreement and shall be cause for immediate termination of the Agreement at the discretion of Pinellas County.

(c) In the event sufficient budgeted funds are not available for a new fiscal period, the County shall notify the Contractor of such occurrence and Agreement shall terminate on the last day of current fiscal period without penalty or expense to the County.

(d) In addition to all other legal remedies available to Pinellas County, Pinellas County reserves the right to terminate and obtain from another source, any items which have not been delivered within the period of time stated in proposal, or if no such time is stated, within a reasonable period of time from the date of order as determined by Pinellas County.

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SECTION A - GENERAL CONDITIONS

30. **BIDDER CAPABILITY/REFERENCES:** Prior to Contract Award, any Bidder may be required to show that the company has the necessary facilities, equipment, ability and financial resources to perform the Work specified in a satisfactory manner and within the time specified. In addition, the company must have experience in Work of the same or similar nature, and can provide references, which will satisfy the County. Bidders must furnish a reference list of at least four (4) customers for whom they have performed similar services unless there is a prequalified category referenced on page 1. See Section E Qualification Submittal Form.

31. **DELIVERY/CLAIMS:** Prices quoted shall be F.O.B. Destination, FREIGHT INCLUDED and unloaded to location(s) within Pinellas County. Actual delivery address(s) shall be identified at time of order. Successful Bidder(s) will be responsible for making any and all claims against carriers for missing or damaged items.

32. **MATERIAL QUALITY:** All materials purchased and delivered against this Agreement will be of first quality and not damaged and/or factory seconds. Any materials damaged or not in first quality condition upon receipt will be exchanged within twenty-four (24) hours of notice to the Contractor at no charge to the County.

33. **WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS:** No oral interpretations will be made to any firms as to the meaning of Specifications or any other Contract Documents. All questions pertaining to the terms and conditions or scope of Work of this bid/proposal must be sent in writing (mail or fax) to the Purchasing Department and received by the date specified in ITB. Responses to questions may be handled as an addendum if the response would provide clarification to requirements of the bid. All such addenda shall become part of the Contract documents. The County will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the Agreement. The Purchasing Department will be unable to respond to questions received after the specified time frame.

34. **ASSIGNMENT/SUBCONTRACTING/CORPORATE ACQUISITIONS AND/OR MERGERS:** The Contractor shall perform this Agreement. If a Bidder intends to subcontract a portion of this Work, the Bidder must disclose that intent in the bid. No assignment or subcontracting shall be allowed without prior written consent of the County. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the County within thirty (30) business days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this Agreement, which shall not be unreasonably exercised by the County, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the County awarding a bid to a Bidder, which has disclosed its intent to assign or subcontract in its response to the ITB, without exception shall constitute approval for purposes of this Agreement. The Contractor must inform the County in writing within forty-five (45) business days if the Contractor's business entity's name changes. The Contractor will bear all responsibility and waive any rights it may have to relief for any delay in processing a payment associated with the County's inability to issue payment to the Contractor for a business entity name change that the County was not made aware of as reflected herein.

35. **EXCEPTIONS:** Bidder is advised that if it wishes to take exception to any of the terms contained in this Bid or the attached agreement it must identify the term and the exception in its response to the Bid. Failure to do so may lead County to declare any such term non-negotiable. Bidder's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.

36. **NON-EXCLUSIVE CONTRACT:** Award of this Agreement shall impose no obligation on the County to utilize the Bidder for all Work of this type, which may develop during the Agreement period. This is not an exclusive Agreement. The County specifically reserves the right to concurrently Contract with other companies for similar Work if it deems such action to be in the County's best interest. In the case of multiple-term contracts, this provision shall apply separately to each term.

37. **LOBBYING:** Lobbying shall be prohibited on all County competitive selection processes and purchasing contract awards pursuant to this division, including, but not limited to, requests for proposals, requests for quotations, requests for qualifications, bids or the award of purchasing contracts of any type. The purpose of this prohibition is to protect the integrity of the procurement process by shielding it from undue influences prior to the contract award, or the competitive selection process is otherwise concluded. However, nothing herein shall prohibit a prospective bidder/proposer/protestor from contacting the Purchasing Department or the county attorney's office to address situations such as clarification and/or pose questions related to the procurement process.

    Lobbying of evaluation committee members, County government employees, elected/appointed officials, or advisory board members regarding requests for proposals, requests for quotations, requests for qualifications, bids, or purchasing contracts, by the bidder/proposer, any member of the bidder's/proposer's staff, any agent or representative of the bidder/proposer, or any person employed by any legal entity affiliated with or representing a bidder/proposer/protestor, is strictly prohibited from the date of the advertisement, or on a date otherwise established by the Board, until either an award is final, or the competitive selection process is otherwise concluded. Any lobbying activities in violation of this section by or on behalf of a bidder/proposer shall result in the disqualification or rejection of the proposal, quotation, statement of qualification, bid or contract.

    For purposes of this provision, "lobbying" shall mean influencing or attempting to influence action or non-action, and/or attempting to obtain the goodwill of persons specified herein relating to the selection, ranking, or contract award in connection with any request for proposal, request for quotation, request for qualification, bid or purchasing contract through direct or indirect oral or written communication. The final award of a purchasing contract shall be the effective date of the purchasing contract.

    Any evaluation committee member, County government employee, elected/appointed official, or advisory board member who has been lobbied shall immediately report the lobbying activity to the Director.

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38. **ADDITIONAL REQUIREMENTS:** The County reserves the right to request additional goods or services relating to this Agreement from the Contractor. When approved by the County as an amendment to this Agreement and authorized in writing, the Contractor shall provide such additional requirements as may become necessary.

39. **ADD/DELETE LOCATIONS SERVICES:** The County reserves the right to unilaterally add or delete locations/services, either collectively or individually, at the County's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the County. In such case, the contractor(s) will be required to provide services to this Agreement in accordance with the terms, conditions, and Specifications.

40. **INTEGRITY OF BID DOCUMENTS**: Bidders shall use the original Bid Form(s) provided by the Purchasing Department and enter information only in the spaces where a response is requested. Bidders may use an attachment as an *addendum* to the Bid Form(s) if sufficient space is not available on the original form for the Bidder to enter a complete response. Any modifications or alterations to the original bid documents by the Bidder, whether intentional or otherwise, will constitute grounds for rejection of a bid. Any such modifications or alterations a Bidder wishes to propose must be clearly stated in the Bidder's proposal response and presented in the form of an addendum to the original bid documents.

41. **PUBLIC EMERGENCIES:** It is hereby made a part of this bid that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God that Pinellas County shall require a "First Priority" for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety, as determined by the County. Bidder/contractor agrees to rent/sell/lease all goods and services to the County or governmental entities on a "first priority" basis. The County expects to pay a fair and reasonable price for all products and services rendered or contracted in the event of a disaster, emergency, hurricane, tornado or other acts of God.

42. **JOINT VENTURES:** If this project has been deemed prequalified the joint venture must be approved by the Prequalification Committee. In addition, all Bidders intending to submit a bid as a Joint Venture are required to have filed proper documents with the Florida Department of State, the Division of Professions, Construction Industry Licensing Board and any other state or local licensing Agency prior to submitting the bid (see Section 489.119 Florida Statutes).

    Joint Venture Firms must provide an affidavit attesting to the formulation of a joint venture and provide either proof of incorporation as a joint venture or a copy of the formal joint venture Agreement between all joint venture parties, indicating their respective roles, responsibilities and levels of participation for the Project.

43. **CONFLICT OF INTEREST:**

    a) The Bidder represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder. The Bidder further represents that no person having any such interest shall be employed by him/her during the agreement term and any extensions. In addition, the Bidder shall not offer gifts or gratuities to County Employees as County Employees are not permitted to accept gifts or gratuities. By signing this bid document, the bidder acknowledges that no gifts or gratuities have been offered to County Employees or anyone else involved in this competitive invitation to bid process.

    b) The Bidder shall promptly notify the County's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the Bidder's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Bidder may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the Bidder. The County agrees to notify the Bidder of its opinion, by certified mail, within thirty days of receipt of notification by the Bidder.

    c) It is essential to government procurement that the process be open, equitable and ethical. To this end, if potential unethical practices including but not limited to collusion, receipt or solicitation of gifts and conflicts of interest (direct/indirect) etc. are observed or perceived, please report such activity to:

    Pinellas County Clerk of Circuit Court – Division of Inspector General

    Phone – 727-453-FRAUD (7283)
    Fax – 727-464-8386

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44. **PROTEST PROCEDURE:** As per Section 2-162 of County Code

(a) *Right to Protest.* A Vendor who is aggrieved by the contents of the bid or proposal package, or a Vendor who is aggrieved in connection with the recommended award on a bid or proposal solicitation, may file a written protest to the Director, as provided herein. This right to protest is strictly limited to those procurements of goods and/or services solicited through invitations to bid or requests for proposals, including solicitations pursuant to F.S. § 287.055, the "Consultants' Competitive Negotiation Act." No other actions or recommendations in connection with a solicitation can be protested, including: (i) requests for quotations, negotiations, qualifications or letters of interest; (ii) rejection of some, all or parts of bids or proposals; (iii) disqualification of bidders or proposers as non-responsive or non-responsible; or (iv) recommended awards less than the mandatory bid or proposal amount. Protests failing to comply with the provisions of this section shall not be reviewed.

(b) *Posting.* The Purchasing Department shall post the recommended award on or through the departmental website.

(c) *Requirements to Protest.*

(1) If the protest relates to the content of the bid or proposal package, a formal written protest must be filed no later than 5:00 p.m. EST on the fifth full Business Day after issuance of the bid or proposal package.

(2) If the protest relates to the recommended award of a bid or proposal, a formal written protest must be filed no later than 5:00 p.m. EST on the fifth full Business Day after posting of the award recommendation.

(3) The formal written protest shall identify the protesting party and the solicitation involved; include a statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances or other legal authorities which the protesting party deems applicable to such grounds; and specifically request the relief to which the protesting party deems itself entitled by application of such authorities to such grounds.

(4) A formal written protest is considered filed with the County when the Purchasing Department receives it. Accordingly, a protest is not timely filed unless it is received within the time specified above by the Purchasing Department. Failure to file a formal written protest within the time period specified shall constitute a waiver of the right to protest and result in relinquishment of all rights to protest by the bidder or proposer.

(d) *Sole Remedy.* These procedures shall be the sole remedy for challenging the content of the bid or proposal package or the recommended award.

(e) *Lobbying.* Protestors and anyone acting on their behalf, are prohibited from attempts to influence, persuade, or promote a bid or proposal protest through any other channels or means, and contacting any County official, employee, advisory board member, or representative to discuss any matter relating in any way to the solicitation being protested, other than the Purchasing Department's or county attorney's office to address situations such as clarification and/or pose questions related to the procurement process. The prohibitions provided for herein shall begin with the filing of the protest and end upon the final disposition of the protest; provided, however, at all times protestors shall be subject to the procurement lobbying prohibitions in section 2-189 of this Code. Failure to adhere to the prohibitions herein shall result in the rejection of the protest without further consideration.

(f) *Time Limits.* The time limits in which protests must be filed as specified herein may be altered by specific provisions in the bid or proposal.

(g) *Authority to Resolve.* The Director shall resolve the protest in accordance with the documentation and applicable legal authorities and shall issue a written decision to the protestor no later than 5:00 p.m. EST on the tenth full Business Day after the filing thereof.

(h) *Review of Director's Decision.*

(1) The protesting party may request a review of the Director's decision to the county administrator by delivering written request for review of the decision to the Director by 5:00 p.m. EST on the fifth full Business Day after the date of the written decision. The written notice shall include any materials, statements, and arguments which the bidder or proposer deems relevant to the issues raised in the request to review the decision of the Director.

(2) The county administrator shall issue a decision in writing stating the reason for the action with a copy furnished to the protesting party no later than 5:00 p.m. EST on the seventh full Business Day after receipt of the request for review. The decision shall be final and conclusive as to the County unless a party commences action in a court of competent jurisdiction.

(i) *Stay of Procurement During Protests.* There shall be no stay of procurement during protests.

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45. **DISPUTE RESOLUTION FOR PAYMENT REQUEST OR INVOICE**: Payment of invoices for work performed for Pinellas County Board of County Commissioners (County) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act. If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

A. Pinellas County shall notify a vendor in writing within ten (10) days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the vendor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the vendor should then resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.

1. Requesting department for this purpose is define as the County department for whom the work is performed.
2. Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.

B. Should a dispute result between the vendor and the County about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.

C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than forty-five (45) days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond sixty (60) days after the date on which the payment request or invoice was received by Pinellas County.

D. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the sixty (60) days timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.

E. Pinellas County Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.

F. Should the dispute be resolved in the County's favor interest charges begin to accrue fifteen (15) days after the final decision made by the County. Should the dispute be resolved in the vendor's favor the County shall pay interest as of the original date the payment was due.

G. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award shall be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party If it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.

46. **LUMBER PRODUCED IN STATE OF FLORIDA**

Per Florida Statute 255.20, lumber, timber and other forest products utilized in this contract must be produced and manufactured in Florida, if wood is a component of the project, and if such products are available and their price fitness and quality are equal.

The following does not apply:

1. To plywood specified for monolithic concrete forms.
2. If the structural or service requirements for timber for a particular job cannot be supplied by native species.
3. If the construction is financed in whole or in part from federal funds with the requirement that there be no restrictions as to species or place of manufacture.
4. To transportation projects for which federal aid funds are available.

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47. PUBLIC RECORDS – CONTRACTOR'S DUTY

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the Pinellas County Board of County Commissioners, Purchasing Department, Operations Manager custodian of public records at 727-464-3311, purchase@pinellascounty.org, Pinellas County Government, Purchasing Department, Operations Manager, 400 S. Ft. Harrison Ave, 6th Floor, Clearwater, FL 33756.

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Bid Title: Roofing Services & Supplies, Waterproofing & Related Products and Services
Bid Number: 190-0336-B(AR)

SECTION B – SPECIAL CONDITIONS

1. This is a two-step invitation of bid (ITB) process; Step 1 consists of bidder requirements and qualifications. Once bidders have been deemed qualified, bidders will be requested to submit pricing as Step 2 of the bid process.

   Step 1: See pages titled QUALIFICATION SUBMITTAL FORM section for submitting Step 1 by the Step 1 due date and time listed on Page 1.

   Step 2 - An Addendum will be issued listing the bidders whom are qualified to submit bid pricing using Section D – Submittal and Bid Summary along with Page 1 of this Invitation to Bid (ITB) following other requirements of this ITB by the Step 2 due date and time listed on Page 1.

2. **PRICING/PERIOD OF AGREEMENT:** Unit prices bid of listed items shall be held firm for the duration of the Agreement. Duration of the Agreement shall be to commence Work under this Agreement with an adequate force and equipment within fifteen (15) consecutive calendar days or as mutually agreed by the Parties, after receipt of written notice from the County to proceed and to fully complete all necessary Work under the same within not more than **1825** consecutive calendar days.

3. **BID BOND GUARANTEE:**

   A. All bids must be accompanied by a Bid Bond guarantee in the sum of five percent (5%) of the base bid and made payable to Pinellas County. Said bid bond shall be a guarantee that should the bid be accepted, the Bidder will, within ten (10) days after the acceptance of its bid, enter into an Agreement with Pinellas County for the services proposed to be performed and will at that time furnish an acceptable Agreement surety. Cash, certified check, cashiers check, trust company treasurer check, company or personal checks and bank draft of any national or state bank are not acceptable.

   B. Said bid bond and the monies payable thereon, will, at the option of the County, be forfeited if the Bidder fails to execute the written Agreement and furnish the required surety bond within ten (10) consecutive calendar days following written notice of the award of the Contract.

   C. Attorneys-in-fact who sign bonds must file with such bond one (I) certified copy of their power of attorney to sign said bond.

   D. Bid bond shall have been issued within thirty (30) days of the date for receiving bids.

4. **CONTRACT SECURITY:**

   A. The Bidder shall provide a Performance Bond and a Payment Bond in the form prescribed in Section I and each in the amount of 50% of the Agreement amount, the costs of which are to be paid by the Bidder. Unless directed by a written Change Order issued by the County, the Contractor will not be directed to complete Work under the Agreement that exceeds 50% of the value of the total Agreement in any one-year period, as judged from the anniversary date of initial award. If the County issues a written Change Order to the Contractor directing the Contractor to do more than 50% of the Work in any one-year period, then the Contractor must submit within thirty (30) calendar days a Performance Bond and a Payment Bond covering the full amount of the value of the Work under this Agreement from its original underwriter, unless specifically permitted in writing by the County. The Bonds will be acceptable to the County only if the following conditions are met:

      1. For contracts that do not exceed $500,000.00, the Surety Company:

         a. is licensed to do business in the State of Florida;
         b. holds a certificate of authority authorizing it to write surety bonds in this state and provides proof of same;
         c. has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued;
         d. is otherwise in compliance with the provisions of the Florida Insurance Code; and
         e. holds a currently valid certificate of authority issued by the United States Department of Treasury under 31 U.S.C. ss 9304-9308.

      2. For contracts over $500,000.00, all of the requirements of paragraph A 1 above apply. In addition, the Surety Company must have a current rating of at least Excellent (A or A-) all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc., of 75 Fulton Street, New York, New York 10038, with an underwriting limitation of at least two times the dollar amount of the Agreement.

      3. All bonds must be signed by an insurance agent who is licensed to do business in the state of Florida. The license may be held by a resident agent or a non-resident agent.

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B. If the Surety for any Bond furnished by the Bidder is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Bidder shall, within five (5) calendar days thereafter, substitute another Bond and Surety, both of which shall be subject to the County's approval.

C. By execution of these bonds, the Surety acknowledges that it has read the Surety qualifications and Surety obligations imposed by the Contract Documents and hereby satisfies those conditions.

5. **LICENSES, PERMITS, FEES AND TAXES:**

A. Pursuant to section 218.80, Florida Statutes, Pinellas County discloses to the Contractor the following permits and fees generally which will have to be obtained by and will be payable by the Contractor who is the successful bidder or proposer. Specific permits required will be shown in Appendix 1 – Permits. Contractor will be reimbursed for the actual amount paid for the permits as evidenced by official receipts from the office(s) collecting the fees. No reimbursement will be provided for license fees. Permits/fees may include the following:

1. Impact Fees.
2. Inspection Fees.
3. Other Permits or Fees Required by Pinellas County for the Completion of the Work, if applicable.
4. License Fees: The Pinellas County Construction Licensing Board (PCCLB), an independent government agency, may require licensure or registration of a State of Florida Construction License. These are not Pinellas County Government fees, but the Contractor is hereby put on notice that fees may be required by the PCCLB. License fees are not reimbursable.

The foregoing list of fees apply only to those fees imposed by Pinellas County or imposed by another governmental agency which has assigned or delegated the responsibility for issuance of permits, licenses and conduction of inspections and attendant collection of fees to Pinellas County. The Contractor is responsible for determining if other fees and permits are required by any other Federal, State, or local governmental entity, agency, or board.

B. All sales, consumer, use, and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work, shall be paid by the Contractor.

C. Compliance with Permit and Licenses Requirements: The Contractor shall comply with all applicable Local, State and Federal permit conditions and license requirements, applicable building and construction code requirements and such other rules and regulations as may apply to the prosecution of Work. Failure of the Contractor to comply with the above-specified requirements shall result in Contractor being prohibited from performing Work pursuant to this Agreement. Any additional costs incurred by the Contractor as a result of non-compliance shall be the responsibility of the Contractor and shall not be paid by the County. Additionally, Contractor shall be required to pay any fines due as a result of non-compliance with the applicable requirements.

6. **COMPLIANCE WITH LAWS:** The Contractor agrees to comply, at its own expense, with all Federal, State and Local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to, those dealing with taxation, Workers' Compensation, equal employment, safety (including, but not limited to, the Trench Safety Act, Chapter 553.60-553.64, Florida Statutes), labor, work hours, labor conditions, environment, and related matters. If the Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify the Project Manager in writing.

7. **QUANTITIES:**

A. Quantities shown on the Bid Submittal Form are estimated for bidding purposes only and shall be verified by the Contractor before placing orders for material. No payment shall be allowed for excess materials.

B. Payment for Work performed under this Agreement shall be based on the pay items and bid quantities shown on the Bid Submittal Form, subject to such extension of pay quantities as may be required.

C. Regardless of uncertainties of material supply and production at the time of bidding, Bidders shall base their bids in strict accordance with items, materials and methods as set forth in the Contract Documents.

D. Pay items that are required to complete the scope of the Work, as defined by the Specifications may be added to the list of pay items by the Project Manager at a later date through a change order process.

8. **QUANTITIES REFLECTED IN PERMITTING DOCUMENTS**: Any construction items or quantities reflected in the permitting documents, if any, required for this Project are provided only for the purpose of enabling permitting authorities to assess the probable impact of the Project on environmental concerns, and are in no way intended to reflect or represent actual construction items or quantities for pay purposes.

9. **AFTER NOTICE OF AWARD TO CONTRACTOR:** Subsequent communications between the County and the Contractor shall be delivered to the County's representative. A pre-commencement meeting will be held following execution of the Contract Documents and prior to the Notice to Proceed.

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10. **INTENT OF THE CONTRACT DOCUMENTS:**

A. It is the intent of the Contract Documents to describe a functionally complete Project (or portion thereof) to be constructed in accordance with the Contract Documents which combine to define the Scope of Work. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard Specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard Specification, manual, code, law or regulation in effect at the time the Work is performed, except as may be otherwise specifically stated herein.

B. The Contract Documents and all referenced standards cited therein are essential parts of the Agreement requirements. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete Project.

C. Plans are intended to show general arrangements, design and extent of Work. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the Plans, Specifications or other Contract Document provisions, the Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the Project Manager. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.

11. **SANITATION:** The Contractor shall provide and maintain adequate sanitary conveniences for the use of persons employed on the Work. These conveniences shall be maintained at all times without nuisance, and their use shall be strictly enforced. The location of these conveniences shall be subject to the Project Manager's approval.

12. **ERRORS AND OMISSIONS:** The Contractor shall not take advantage of any apparent error or omission in the Contract.

13. **CONTRACTORS AND SUBCONTRACTORS:**

A. Qualification

1. The Contractor shall assure that all personnel are competent, careful and reliable. All personnel must have sufficient skill and experience to properly perform the Work assigned them. All personnel shall have had sufficient experience to perform their assigned task properly and satisfactorily and to operate any equipment involved, and shall make due and proper effort to execute the Work in the manner prescribed in the Contract Documents, or the Project Manager may take action as prescribed below.

2. Whenever the Project Manager shall determine that any person is incompetent, unfaithful, intemperate, disorderly or insubordinate, such person shall upon notice, be discharged from the Work and shall not again be employed on it except with the written consent of the Project Manager. Should the Contractor fail to remove such person or persons the Project Manager may withhold all estimates which are or may become due, or may suspend the Work until such orders are complied with.

B. Identification

1. Within ten (10) days after the award of any subcontract, either by himself or a subcontractor, the Contractor shall deliver to the Project Manager a statement setting forth the name and address of the subcontractor and a summary description of the Work subcontracted.

3. The Contractor shall be as fully responsible to the County for acts and omissions the subcontractor and of persons either directly or indirectly employed by the subcontractor, as the Contractor is for the acts and omissions of persons directly employed by the Contractor.

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14. **AUTHORITY OF THE PROJECT MANAGER**

A. All Work shall be done in accordance with the Contract Documents.

B. It is agreed by the parties hereto that the Project Manager shall decide all questions, difficulties and disputes, of whatever nature, which may arise relative to the interpretation of the Specifications, construction, prosecution and fulfillment of the Agreement, and as to the character, quality, amount and value of any Work done, and materials furnished, under or by reason of the Agreement.

C. The County retains the right to inspect all Work to verify compliance with the Contract Documents. The Project Manager may appoint such designees and/or representatives as desired. They shall be authorized to inspect all Work done and all materials furnished. This right of inspection in no way means or implies County control or other supervision over the Work done or the work site. This right is solely for the County's benefit and imposes no duties or responsibilities on the County and confers no rights on any other parties. Such inspection may extend to all or any part of the Work and to the manufacture, preparation or fabrication of the materials to be used. Such designees and/or representatives shall not be authorized to revoke, alter or waive any requirement of the Contract Documents.

D. The designees and/or representatives shall be authorized to call to the attention of the Contractor any failure of the Work or materials to conform to the Contract Documents, and shall have the authority to reject materials or suspend the Work until any questions at issue can be referred to and decided by the Project Manager. The Contractor shall be immediately notified in writing of any such suspension of the Work and such notice shall state in detail the reasons for the suspension. The presence of the inspector or other designee shall in no way lessen the responsibility of the Contractor.

E. Contractor's Supervision

1. Prosecution of Work: The Contractor shall give the Work the constant attention necessary to assure the scheduled progress and it shall cooperate fully with the Project Manager and with other Contractors at Work in the vicinity.

2. Contractor's Superintendent:

a. The Contractor shall at all times have on the Work as his agent, a competent superintendent capable of thoroughly interpreting the Specifications and thoroughly experienced in the type of Work being performed, who shall receive the instructions from the Project Manager or his/her authorized representatives. The superintendent shall have full authority to execute the orders or directions of the Project Manager and to supply promptly any materials, tools, equipment, labor and incidentals which may be required. Such superintendence shall be furnished regardless of the amount of Work sublet.

b. The Contractor's superintendent shall speak and understand English, and at least one responsible person who speaks and understands English shall be on the Project during all working hours.

3. Supervision for Emergencies: The Contractor shall have a responsible person available at or reasonably near the work site on a twenty-four (24) hour basis, seven (7) days a week, in order that he/she may be contacted in emergencies and in cases where immediate action must be taken to maintain traffic or to handle any other problem that might arise. The Contractor's responsible person for supervision for emergencies shall speak and understand English. The Contractor shall submit, by certified mail, phone numbers and names of personnel designated to be contacted in cases of emergencies ~~along with a description of the Project location to the Florida Highway Patrol and all other local law enforcement agencies~~.

~~4. Worksite Traffic Supervisor: (When the work involves road construction/reconstruction or changes affect normal traffic patterns)~~

~~a. The Contractor shall have a Worksite Traffic Supervisor who will be responsible for initiating, installing and maintaining all traffic control devices as described in Section 102 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, and in the Plans. The Worksite Traffic Supervisor shall have at least one year of experience directly related to worksite traffic control in a supervisory or responsible capacity and shall be certified by the American Traffic Safety Services Association Worksite Traffic Supervisor Certification Program or an equal approved by the Florida Department of Transportation. Approved alternate Worksite Traffic Supervisors may be used when necessary.~~

~~b. The Worksite Traffic Supervisor shall be available on a twenty four (24) hour per day basis and shall review the Project on a day to day basis as well as being involved in all changes to traffic control. The Worksite Traffic Supervisor shall have access to all equipment and materials needed to maintain traffic control and handle traffic related situations. The Worksite Traffic Supervisor shall ensure that routine deficiencies are corrected within a 24 hour period.~~

~~c. The Worksite Traffic Supervisor shall be available on the site within forty five (45) minutes after notification of an~~

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~~emergency situation, prepared to positively respond to repair the Work zone traffic control or to provide alternate traffic arrangements.~~

~~d. Failure of the Worksite Traffic Supervisor to comply with the provisions of the Sub-article may be grounds for decertification or removal from the Project or both. Failure to maintain a designated Worksite Traffic Supervisor or failure to comply with these provisions will result in temporary suspension of all activities except traffic and erosion control and such other activities deemed to be necessary for Project maintenance.~~

F. General Inspection Requirements

1. Cooperation by the Contractor: No Work shall be done nor materials used, without suitable supervision or inspection by the Project Manager or his/her representative, and the Contractor shall furnish the Project Manager with every reasonable facility for ascertaining whether the Work performed and materials used are in accordance with the requirements and intent of the Plans and Specifications. If the Project Manager so requests, the Contractor shall, at any time before final acceptance of the Work, remove or uncover such portions of the finished Work as may be directed. After examination, the Contractor shall restore the uncovered portions of the Work to the standard required by the Specifications. Should the Work so exposed or examined prove unacceptable, the uncover or removal, and the replacing of the covering or making good of the parts removed, shall be at the Contractor's expense. However, should the Work thus exposed or examined prove acceptable, the uncovering or removing, and the replacing of the covering or making good of the parts removed, shall be paid for as Unforeseeable Work.

2. Failure of the Project Manager to Reject Work During Construction: If, during or prior to construction operations, the Project Manager should fail to reject defective Work or materials, whether from lack of discovery of such defect or for any other reason, such initial failure to reject shall in no way prevent his/her later rejection when such defect is discovered, or obligate the County to final acceptance, and the Contractor shall make no claim for losses suffered due to any necessary removals or repairs of such defects.

3. Failure to Remove and Renew Defective Materials and Work:

   a. Should the Contractor fail or refuse to remove and renew any defective materials used or Work performed, or to make any necessary corrections in an acceptable manner and in accordance with the requirements of the Specifications, within the time indicated in writing, the Project Manager shall have the authority to cause the unacceptable or defective materials or Work to be repaired, removed and renewed, as may be necessary; all at the Contractor's expense.

   b. Any expense incurred by the County in making these repairs, removals, or renewals, which the Contractor has failed or refused to make, shall be paid for out of any moneys due or which may become due the Contractor, or may be charged against the Performance Bond. Continued failure or refusal on the part of the Contractor to make any or all necessary repairs promptly, fully and in an acceptable manner shall be sufficient cause for the County, at its option, to perform the Work with its own organization, or to contract with any other individual, firm or corporation to perform the Work. All costs and expenses incurred thereby shall be charged against the defaulting Contractor and the amount thereof deducted from any moneys due or which may become due him, or shall be charged against the applicable bond. Any Work performed subsequent to forfeiture of the Agreement, as described in this Paragraph, shall not relieve the Contractor in any way of its responsibility for the Work performed by it.

4. Inspection by the Federal Government: When the Work involves the Federal Government it is to pay a portion of the cost of construction the construction Work will be subject to inspection by its representatives as they may deem necessary, but such inspection will in no case make the Federal Government a party to Agreement.

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SECTION B - SPECIAL CONDITIONS

15. PROSECUTION OF WORK ON SATURDAYS, SUNDAYS AND RECOGNIZED HOLIDAYS

A. All Work must be done during Regular Work Day hours (7:00 AM to 7:00 PM) Monday through Friday. The County may require alternative Work hours due to specific individual Project conditions when necessary. Work will not be done beyond hours specified herein or on Saturdays, Sundays or holidays unless authorized in advance by the Project Manager to meet special requirements. Contractor must comply with the County noise ordinance.

B. Work will not be permitted on Saturdays, Sundays and recognized Holidays unless permission to Work has been requested in writing by the Contractor and approval, in writing, has been granted by the Project Manager. Request for permission to Work must be received by the Project Manager no less than twenty-four (24) hours prior to the regular Work day.

C. No Work will be permitted on:

New Year's Day
Independence Day
Thanksgiving Day
Christmas Day

D. When approval is granted in accordance with the provisions stated above, Work will be allowed on:

Martin Luther King, Jr. Day
Memorial Day
Labor Day
Veterans Day
Friday after Thanksgiving Day

If Christmas or New Year's Day shall fall on Tuesday or Thursday, the preceding Monday or the following Friday shall be recognized as a holiday also. If any recognized holiday shall fall on a Saturday, the preceding Friday shall be observed as a holiday. If any recognized holiday shall fall on a Sunday, the following Monday shall be observed as a holiday.

16. PINELLAS COUNTY'S COMMITMENT TO SAFETY

A All work shall be completed in a safe manner and consideration for cost of any equipment needed to perform contract in a safe manner, including personal protection equipment, shall be included in the contract bid.

B If County discovers an unsafe act or condition in contractor's performance under this contract, County shall inform Project Manager of unsafe act or condition. If unsafe act or condition poses the threat of imminent danger, Project Manager shall be authorized to stop work until unsafe act or condition is remedied. No time extension shall be allowed. If remedy causes contractor to fail to meet the time specified, County shall be entitled to liquidated damages as outlined under 21.B. If unsafe act or condition is does not pose the threat of imminent danger, Project Manager shall be authorized to require contractor remedy the unsafe act or unsafe condition as soon as possible, but in no event later than 3 days from date of notice. No time extension shall be allowed. If remedy causes contractor to fail to meet the time specified, County shall be entitled to liquidated damages as outlined under 21.B.

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17. **CHANGES IN THE WORK**

A. If changes to the Scope of the Work are required or if the Contract time or the total Contract Amount is increased by the additional Work, a Change Order approved by the Board will be required.

B. Should a Change Order be required, and the County and the Contractor are unable to agree on the requested change, the Contractor shall, nevertheless, promptly perform the change as directed in writing by the Project Manager. If the Contractor disagrees with the Project Manager's adjustment determination, the Contractor must make a claim pursuant to the Claims and Dispute Section herein, or else be deemed to have waived any claim on this matter it might otherwise have had.

C. In an emergency endangering life or property, or as expressly set forth herein, the Project Manager has the authority to order the necessary Work in writing. The County shall not be liable to the Contractor for any increased compensation without such written order. The payment authorized by a written order shall represent full and complete compensation to the Contractor for labor, materials, incidental expenses, overhead, profit, impact costs, and time associated with the Work authorized by such written order.

D. Execution by the Contractor of a properly authorized Change Order (see Appendix Sample Change Order) shall be considered a waiver of all claims or requests for additional time or compensation for any activities prior to the time of execution related to items included in the Change Order.

18. **CLAIMS AND DISPUTES**

A. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between the County and the Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a claim shall rest with the party making the Claim.

B. Claims by the Contractor shall be made in writing to the Project Manager within two (2) regular Work days after the commencement of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the claim. Written supporting data shall be submitted to the Project Manager within fifteen (15) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All Claims shall be priced in accordance with provisions of the section in this document entitled *Changes in the Work*.

C. The Contractor shall proceed diligently with its performance as directed by the County, regardless of any pending Claim, action, suit, or administrative proceeding, unless otherwise agreed to by the County in writing. The County shall continue to make payments in accordance with the Contract Documents during the pendency of any Claim.

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19. **MEASUREMENT AND PAYMENT**

A. All Work completed under the terms of this Agreement shall be measured according to United States Standard Measures.

B. All measurements shall be taken horizontally or vertically, unless specifically provided otherwise.

C. In the measurement of items to be paid for on the basis of area of finished Work, when the pay quantity is designated to be determined by calculation, the lengths and/or widths to be used in the calculations shall be the station-to-station dimensions shown on the Plans, the station-to-station dimensions actually constructed within the limits designated by the Manager, or the final dimensions measured of the completed Work within the lines shown on the Plans or designated by the Project Manager. The method, or combination of methods, shall be those which reflect with reasonable accuracy the actual area of finished Work as determined and authorized by the Project Manager.

D. The Contractor shall accept compensation provided under the terms of this Agreement as full payment for furnishing all materials and for performing all Work contemplated and embraced under this Agreement. Such compensation shall also be for any and all loss or damage arising out of the nature of the Work or from the action of the elements, or from any unforeseen difficulties or obstructions encountered during the Agreement Time until final acceptance by the County.

E. Whenever any change, or combination of changes in the Specifications, results in an increase or decrease in the original Contract quantities, and the Work added or decreased/eliminated is of the same general character as that called for in the Specifications, the Contractor shall accept payment in full at the original schedule of values for the actual quantity of Work performed, with no allowance for any loss of anticipated profits.

F. Where the pay quantity for an item is designated to be Lump Sum, and the Plans or Specifications indicate an estimated quantity, compensation for that item will be adjusted proportionately if a plan change results in a significant change in the quantity from such estimated plan quantity.

G. Failure to construct any item to plan or authorized dimensions within the Specification tolerances shall result in reconstruction by the Contractor to acceptable tolerances at no additional cost to the County, acceptance at no pay, or acceptance at reduced final pay as determined by the Project Manager.

Waiver of Claims

1. The Contractor's acceptance of final payment shall constitute a full waiver of any and all Claims by the Contractor against the County arising out of this Agreement or otherwise related to the Project, except those previously made in writing and identified by the Contractor as unsettled at the time the final estimate is prepared.

2. Neither the acceptance of the Work nor payment by the County shall be deemed to be a waiver of the County's rights to enforce any continuing obligations of the Contractor hereunder or to the recovery of damages for defective Work not discovered by the County at the time of final inspection.

Termination of Contractor's Responsibility: The Agreement will be considered complete when all Work has been completed and has been accepted by the Board. The Contractor will then be released from further obligation except as set forth in his bonds and in this Division.

20. **PAYMENTS WITHHELD:** To the maximum extent permitted by §218.735, Florida Statutes (2007), the Project Manager may decline to certify for payment or County may decline to approve any Certificate for Payment, or portions thereof issued by Project Manager, because of subsequently discovered evidence or subsequent inspections. County may nullify the whole or any part of any Certificate for Payment previously issued and County may withhold any payments otherwise due Contractor under this Agreement or any other agreement between County and Contractor, to such extent as may be necessary in County's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by Contractor, or (g) any other material breach of the Contract Documents. If these conditions are not remedied or removed, County may, after three (3) days written notice, rectify the same at Contractor's expense.

21. **COVENANT AGAINST CONTINGENT FEES:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the County shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement Amount or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

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~~22. LANDS FOR WORK AND ACCESS THERETO~~

~~A. The County will furnish and define the limits of land for access to the construction site and for the site proper. All information shown in the Contract Documents constitutes the extent of land provided by the County. Any and all other lands required by the Contractor shall be procured by the Contractor at the Contractor's expense.~~

~~B. As the work progresses, the Contractor shall keep the site reasonably clear of rubbish, trash, waste and other disposable materials on a daily basis. If the Contractor allows the site to become littered and unsightly, any payments otherwise due may be withheld until the Contractor cleans up the site to the satisfaction of the Project Manager. If the Contractor fails to clean-up the site, the County may choose to clean-up the site at the Contractor's expense.~~

~~C. Temporary buildings (storage sheds, shops, offices, etc.) may be erected by the Contractor only with the approval of the Project Manager after obtaining necessary permits, and shall be built with labor and materials furnished by the Contractor without expense to the County. Such temporary buildings and/or utilities shall remain the property of the Contractor and will be removed by the Contractor at its expense upon the completion of the Work. With the written consent of the Project Manager, such buildings and/or utilities may be abandoned and need not be removed.~~

23. **SITE INVESTIGATION**

A. Each Contractor shall visit the site of the proposed Work and fully acquaint itself with conditions relating to construction and labor so that it may fully understand the facilities, difficulties and restrictions attending the execution of Work under the Agreement. The Contractor shall thoroughly examine and be familiar with the Contract Documents. Failure or omission of the Contractor to receive or examine any form, instrument, addendum or other documents, or to visit the site and acquaint himself with conditions existing thereon, shall in no way relieve the Contractor from any obligation with respect to the Agreement. Pinellas County does not warrant the accuracy or completeness of these reports, soil samples, or any other site condition information or data made available including, but not limited to, underground utility location. The submission of a bid shall be taken as prima-facie evidence of compliance with this section.

~~The County does not warrant the accuracy or completeness of these reports, soil samples, or any other site condition information or data made available including, but not limited to, underground utility location. The submission of a bid shall be taken as prima-facie evidence of compliance with this paragraph.~~

B. The Contractor acknowledges that he has satisfied himself as to the nature and location of the Work; the general and local conditions, including but not restricted to, those bearing upon transportation, disposal, handling and storage of materials; availability of labor, water, electric power, roads; and uncertainties of weather, river stages, tides or similar physical conditions at the site; the conformation and conditions of the ground; the character of equipment and facilities needed preliminary to and during prosecution of the Work.

~~C. The Contractor further acknowledges that it has satisfied itself as to the character, quality and quantity of surface and subsurface materials, obstacles, or conditions to be encountered.~~

D. Any failure by the Contractor to acquaint itself with any aspect of the Work or with any of the applicable conditions shall not relieve the Contractor from responsibility for adequately evaluating the difficulty or cost of successfully performing the Work under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

E. The County assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the County. The County also assumes no responsibility for any understanding or representations made by its officers or agents during or prior to the execution of this Agreement, unless such understanding or interpretations are made in writing.

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24. **PROTECTION OF EXISTING STRUCTURES, UTILITIES, WORK AND VEGETATION**

A. Location of existing structures and utilities provided in the Contract Documents are approximate only. Any damage to existing structures or Work of any kind, or the interruption of a utility service resulting from failure to comply with the requirements of the Contract Documents, shall be repaired or restored promptly by, and at the expense of the Contractor.

B. The Contractor will preserve and protect all existing vegetation such as trees, shrubs and grass on or adjacent to the site which do not unreasonably interfere with the construction as may be determined by the Project Manager. The Contractor will be responsible for all unauthorized cutting or damaging of trees and shrubs, including damage due to careless operation of equipment, stockpiling of materials or tracking of grass areas by equipment.

~~C. The Contractor's attention is directed to the fact that Type "A" or Type "B" TREE PROTECTION BARRIERS, as per Pinellas County Project Manager Department Index No. 1111, shall be constructed when called for on the Plans, or as directed by the Project Manager. Barriers shall be maintained in place until their removal is directed by the Project Manager.~~

~~D. Care will be taken by the Contractor in felling trees authorized for removal to avoid unnecessary damage to vegetation that is to remain in place. Any limbs or branches of trees broken during such operations shall be trimmed without cutting into the trunk and left with a clean cut and a small stub. The Contractor will be liable for, or may be required to replace or restore at its own expense, all vegetation that may be destroyed or damaged due to the Contractor's failure to protect and preserve same as required herein.~~

E. Where the Contractor hauls material or equipment to the Project over roads and bridges on the State road system, County road system or City street system, and such use causes damage, the Contractor shall immediately, at its expense, repair such road or bridge to as good a condition as before the hauling began. Such hauling shall be conducted in accordance with all applicable environmental and safety regulations.

F. The Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If the Contractor or any one for whom the Contractor is legally liable for is responsible for any loss or damage to the Work, or other Work or materials of the County or County's separate contractors, the Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due the Contractor.

G. The Contractor shall not disturb any benchmark established by the County with respect to the Project. If the Contractor, or its subcontractors, agents or any one for whom the Contractor is legally liable, disturbs County benchmarks, the Contractor shall immediately notify the Project Manager. The County shall have the benchmarks reestablished and the Contractor shall be liable for all costs incurred by the County associated therewith.

25. **OTHER WORK**

A. The Contractor will cooperate with County forces or others who may be engaged in authorized Work prior to final completion of the Project.

B. The Contractor shall cooperate with the owners of any underground or overhead utility lines in their removal and rearrangement operations in order that these operations may progress in a reasonable manner and that service rendered by these parties will not be interrupted.

C. The County may perform other Work related to the Project at the site by the County's own forces, have other Work performed by utility owners or let other direct contracts. If the fact that such other Work is to be performed is not noted in the Contract Documents, notice thereof will be given to the Contractor. If the Contractor believes that such performance will involve additional expense to the Contractor or require additional time, the Contractor shall send written notice of that fact to the County and the Project Manager within forty-eight (48) hours of being notified of the other Work. If the Contractor fails to send the above required forty-eight (48) hour notice, the Contractor will be deemed to have waived any rights it otherwise may have had to seek an extension to the Agreement Time or adjustment to the Agreement Amount.

The Contractor shall afford each utility owner and other contractors (or the County, if the County is performing the additional Work with the County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such Work and shall properly connect and coordinate its Work with theirs. The Contractor shall not endanger any Work of others by cutting, excavating or otherwise altering their Work and will only cut or alter their Work with the written consent of the Project Manager and the others whose Work will be affected.

D. If any part of the Contractor's Work depends, for proper execution or results, upon the Work of any other contractor other than a subcontractor or utility owner, the Contractor shall inspect and promptly report to the Project Manager, in writing, any delays, defects or other problems in such other Work that render it impossible for the Contractor to obtain proper execution or results. The Contractor's failure to report will constitute an acceptance of the other Work as fit and proper for integration with the Contractor's Work.

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26. **TERMINATION**

A. Termination for Default

1. The Contractor shall be considered in material default of the Agreement and such default shall be considered cause for the County to terminate the Agreement, in whole or in part, as further set forth in this paragraph, for any of the following reasons:

   a. Failing to begin Work under the Contract Documents within the time specified herein;
   b. Failing to properly and timely perform the Work as directed by the Project Manager or as provided for in the approved Construction Progress Schedule;
   c. Performing the Work unsuitably or neglecting or refusing to remove materials or to correct or replace such Work as may be rejected as unacceptable, unsuitable or otherwise defective;
   d. Discontinuing the prosecution of the Work;
   e. Failing to resume Work that has been suspended within a reasonable time after being notified to do so;
   f. Becoming insolvent or declared bankrupt, or committing any act of bankruptcy;
   g. Allowing any final judgment to stand unsatisfied for more than ten days;
   h. Making an assignment for the benefit of creditors;
   i. Failing to obey laws, ordinances, regulations or other codes of any governmental authority with jurisdiction on the Project;
   j. Failing to perform or abide by the terms or spirit of the Contract Documents.

2. The County shall notify the Contractor in writing of the Contractor's default. If the County determines that the Contractor has not taken substantial steps toward effecting a remedy or cure of the default or defaults in its performance within seven (7) calendar days following receipt by the Contractor of written notice of default or defaults, then the County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties, and without prejudice to any other right it may be entitled to hereunder or by law, may terminate the Contractor's right to proceed under this Agreement, in whole or in part, and may take possession of the Work and any materials, tools, equipment, and appliances of the Contractor, take assignments of any of the Contractor's subcontracts and purchase orders and complete the Contractor's Work by whatever means, method or agency which the County, in its sole discretion, may choose.

3. If the County deems any of the foregoing remedies necessary, the Contractor agrees it shall not be entitled to receive any further payment until after the Work is completed. All money expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses, (including Project Manager and Architectural fees) or damages incurred by the County incident to such completion, shall be deducted from the Agreement Amount, and if such expenditures exceed the unpaid balance of the Agreement Amount, the Contractor agrees to pay promptly to the County on demand, the full amount of such excess, including costs of collection, and interest thereon at the maximum legal rate of interest until paid.

   The liability of the Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained and obligations assumed by the County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or relating to the Work, and in settlement, discharge, or compromise of any claims, demands, suits or judgments pertaining to or arising out of the Work hereunder.

4. If after notice of termination of the Contractor's right to proceed pursuant to this subparagraph A, "Termination for Default", it is determined for any reason that the Contractor was not in default or that its default was excusable, or that the County is not entitled to the remedies against the Contractor provided herein, then the Contractor's remedies against the County shall be the same as and limited to those afforded the Contractor pursuant to the Termination for Convenience subparagraph B below.

B. Termination for Convenience and Right of Suspension

1. The County shall have the right to terminate or suspend this Agreement, in whole or in part; without cause upon thirty (30) calendar days written notice to the Contractor.

2. In the event of such termination or suspension for convenience, the Contractor's sole recovery against the County shall be limited to that portion of the Agreement Amount earned through the date of termination or suspension, together with any retainage withheld and reasonable termination or suspension expenses incurred, but the Contractor shall not be entitled to any other or further recovery against the County, including, but not limited to, damages and any anticipated profit or Work not performed.

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27. **MATERIALS**

1. Delivery Tickets: The Contractor shall submit a copy of all delivery tickets for materials used on the Project, regardless of the basis of payment.

2. ~~Job Mix Formula for Asphaltic Concrete: Attention is directed to the provisions of the "PINELLAS COUNTY, FLORIDA SPECIFICATIONS FOR HOT BITUMINOUS MIXTURES, PLANT METHODS, EQUIPMENT AND CONSTRUCTION METHODS, latest edition," which require the submission of job mix formulas for asphaltic concrete, of the type specified, at least fourteen (14) days before plant operations begin. The submitted formula shall be approved by the Project Manager. The Contractor shall prepare the mix formula to be submitted to the Project Manager.~~

3. ~~Job Mix Formula for Portland Cement Concrete: Attention is directed to the requirement that job mix design formulas for all Portland Cement Concrete, of the type specified, be submitted at least fourteen (14) days prior to use on the Project. The submitted formulas shall be approved by the County and/or its agents prior to its use. All concrete mix designs shall meet Florida D.O.T. Concrete Class mix guidelines or the requirements included in the Technical Specifications included in these Contract Documents.~~

4. All Job mix formulas shall be submitted to the Project Manager.

28. **RIGHT TO AUDIT**

A. All of the Contractor's records related to the performance of this Agreement shall be open to inspection and subject to reproduction by the Project Manager during normal working hours to the extent necessary to permit adequate evaluation and verification of any invoices for payment, or claims, submitted by the Contractor or any of its payees pursuant to the execution of the Agreement. Such records shall include, but not be limited to, accounting records, written policies and procedures, subcontractor files, original estimates, estimating work sheets, correspondence, Change Order files (including the documentation of negotiated settlements), any supporting evidence necessary to substantiate charges related to this Agreement, and any records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement.

B. For the purpose of such audits, inspections, examinations and evaluations the Project Manager shall have access to the said records from the effective date of this Agreement, for the duration of the Work, and until thirty-six (36) months after the date of final payment by the County to the Contractor for performance under this Agreement. The Contractor hereby agrees to maintain said records in safe and dry storage until the end of this time period.

C. The Project Manager shall have access to the Contractor's facilities and all necessary records in order to conduct audits in compliance with this Paragraph.

29. **INTEREST ON JUDGMENTS:** In the event of any disputes between the parties to this Agreement, including without limited thereto, their assignees and/or assigns, arising out of or relating in any way to this Agreement, which results in litigation and a subsequent judgment, award or decree against either party, it is agreed that any entitlement to post judgment interest, to either party and/or their attorneys, shall be fixed by the proper court at the rate of five (5%) percent, per annum, simple interest. Under no circumstances shall either party be entitled to pre-judgment interest. The parties expressly acknowledge and, to the extent allowed by law, hereby opt out of any provision of federal or state statute not in agreement with this Paragraph.

30. **DRAINAGE:** The Contractor shall so conduct its operations and maintain the Work in such condition that adequate drainage will be in effect at all times.

31. **CONFORMITY OF WORK WITH SPECIFICATIONS**

A. All Work performed and all materials furnished shall be in reasonably close conformity with the lines, grades, cross sections, dimensions, and material requirements, including tolerances, shown in the Specifications.

B. In the event the Project Manager or Consultant finds the materials or the finished product in which the materials are used not within reasonably close conformity with the Plans and Specifications, but that reasonably acceptable Work has been produced, he/she shall then make a determination if the Work shall be accepted and remain in place. In this event, the Project Manager will document the basis of acceptance by Contract modification which will provide for an appropriate adjustment in the Agreement Amount for such Work or materials as he deems necessary to conform to his/her determination based on Project Managers judgment.

32. **LABORATORY TESTING:** Cost of all required laboratory testing shall be borne by the County, except that the cost of all re-testing due to defective materials or construction shall be borne by the CONTRACTOR. Testing shall be in accordance with the applicable portions of Specifications and Plans. The Contractor shall also be responsible for all related laboratory costs associated with cancellation of scheduled testing due to Work not completed and ready for testing at the scheduled time.

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SECTION B - SPECIAL CONDITIONS

33. **GUARANTEE OF WORK:** All Work shall be guaranteed for twelve (12) months after the date on the certificate of completion and final acceptance of the Work unless otherwise specified. The guarantees are to be construed as being supplemental in nature and in addition to any and all other remedies available to the County under the laws of the State of Florida.

34. **WARRANTY:** The Contractor shall obtain and assign to the County all expressed warranties given to the Contractor or any subcontractors by any material suppliers, equipment or fixtures to be incorporated into the Project. The Contractor warrants to the County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. The Contractor further warrants to the County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. Unless otherwise specified, if within twelve (12) months after the date on the Certificate of Completion and final acceptance, any Work is found to be defective or not in conformance with the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Manager. The Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which the County is entitled as a matter of law.

35. **SUBMISSION OF BIDS:** Paper documents must be provided, but should be accompanied by an equivalent electronic PDF file. Provide one original and one copy on paper, plus two (2) CDs/DVDs or travel drives in PDF format. The preferred method is PDF conversion from the Contractors source files (to minimize file size and maximize quality and accessibility) rather than scanning.

Instructions for Providing Files in PDF Format to Pinellas County Government

A. **Why does Pinellas County Government want all the documents as PDF files?**
Answer- It's much more efficient to go paperless, and PDF is a universal file format that fits perfectly into government workflow processes.

B. **How do I convert my files to PDF format?**
Answer- If you have a program such as Adobe Acrobat, creating a PDF of any file is a simple print function. Rather than printing to a traditional printer, the file converts to a PDF format copy of your original. Any program (such as Word, PowerPoint, Excel, etc.) can be converted this way by simply selecting the print command and choosing PDF as the printer.

C. **Should I scan everything and save as PDF?**
Answer- Not unless you are scanning with OCR (optical character recognition). Scanning will create unnecessarily large files because a scan is just a picture of a page rather than actual page text. Furthermore, the result of scanning is that your pages will not look nearly as "clean" or professional as simply using the print to PDF method from the program from which the file originates. Additionally, since scan pages are pictures of text, not really text, they may not be considered accessible* under Federal ADA guidelines (*unless the scans are OCR)

D. **My document is a compilation of multiple sources. Should I send multiple PDF files?**
Answer- You may, however merging pages/files is a very simple process within PDF.

E. **How do I get my PDF files to Pinellas County Government?**
Answer- They may be provided on any medium that is compatible with a standard PC. A CD is generally the simplest method. Please label the CD with a listing of contents. Provide the files to whoever your Pinellas County contact is for the Project you are working on. For PDF technical support, contact **webadmin@pinellascounty.org**

Tips & Best-Practice Recommendations

1. File names should clearly identify the file. Avoid cryptic or extremely long file names.
2. File names should not include spaces or special characters (stick to letters, numbers and dashes).
3. For example **MyCompany-bid-3000-oct-2009.pdf**
4. Check the PDF files to make sure they are functional before you send them.
5. If the file is large and has a table of contents, adding links makes your files much more user friendly.
6. To maximize the usefulness and audit-ability of your files, it's recommended to add some identifier (AKA metadata) information to the PDF files. To do this is simple. After you've converted your file to PDF, using Acrobat select File-Properties, and add the name of the author, subject, and any additional info you like to make the source of the document clearly traceable.

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SECTION C – INSURANCE REQUIREMENTS

SECTION C - INSURANCE REQUIREMENTS:

The recommended vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below, prior to award of contract. Failure to provide the required insurance within the requested timeframe may result in your bid submittal deemed non-responsive.

The Contracted vendor shall obtain and maintain, and require any sub-contractors to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Contractor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better.

a) Bid submittals should include, the Bidder's current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Bidder does not currently meet insurance requirements, bidder shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place prior to the award of contract.

b) Bidder shall email certificate that is compliant with the insurance requirements to **Amanda Richardson, ajrichardson@pinellascounty.org.** If certificate received with bid was a compliant certificate no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.** The certificate must name Pinellas County, a Political Subdivision of the State of Florida **400 S fort Harrison Avenue Clearwater, FL 33756**, as certificate holder. Certificate marked "Sample", or blank certificate holder information are not compliant.

c) Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the Bid and/or contract period.

d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Bidder and any subcontractors to meet the requirements of the Agreement shall be endorsed to include **Pinellas County a Political subdivision of the State of Florida** as an Additional Insured.

e) If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the Work, you will be notified by CTrax, the authorized vendor of Pinellas County. Upon notification, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@ididata.com by the Bidder or their agent prior to the expiration date

(1) Bidder shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Bidder from its insurer. Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve Bidder of this requirement to provide notice.

(2) Should the Bidder, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Bidder for such purchase or offset the cost against amounts due to bidder for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.

f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds $50,000.

g) If subcontracting is allowed under this Bid, the Prime Bidder shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than $500,000 for Workers' Compensation/Employers' Liability, and $1,000,000 for General Liability and Auto Liability if required below.*

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(1) All subcontracts between Bidder and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Bidder to the same extent Bidder is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Bidder to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. Bidder shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.

h) Each insurance policy and/or certificate shall include the following terms and/or conditions:

(1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Bidder is a Joint Venture per Section A. titled Joint Venture of this Bid, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.

(2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.

(3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.

(4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.

(5) All policies shall be written on a primary, non-contributory basis.

(6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the Bidder is only using employees named on such list to perform work for the County. Should employees not named be utilized by Bidder, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Bidder to be in default and take such other protective measures as necessary.

(7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Bidder and subcontractor(s).

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SECTION C – INSURANCE REQUIREMENTS

i) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers' Compensation Insurance

Limit Florida Statutory

Employers' Liability Limits

Per Employee	$ 500,000.00
Per Employee Disease	$ 500,000.00
Policy Limit Disease	$ 500,000.00

(2) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

Limits

Combined Single Limit Per Occurrence	$ 1,000,000.00
Products/Completed Operations Aggregate	$ 2,000,000.00
Personal Injury and Advertising Injury	$ 1,000,000.00
General Aggregate	$ 2,000,000.00

(3) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired, and non-owned vehicles. If the Bidder does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Bidder can show that this coverage exists under the Commercial General Liability policy.

Limit

Combined Single Limit Per Accident	$ 1,000,000.00

(4) Excess or Umbrella Liability Insurance excess of the primary coverage required, in paragraphs (1), (2), and (3) above:

Limits

Each Occurrence	$ 1,000,000.00
General Aggregate	$ 1,000,000.00

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SECTION C – INSURANCE REQUIREMENTS

(5) Property Insurance Bidder will be responsible for all damage to its own property, equipment and/or materials.

Builders Risk/Installation Floater Insurance County property shall be covered by proof of a Builders Risk policy and/or Installation Floater policy covering the interests of Pinellas County property until final acceptance of building or of installed equipment is granted and coverage period shall include testing. Coverage shall be maintained for the entire time the property and/or equipment is in the Bidder's care, custody, and/or control, including onsite and offsite storage and transit. Limit and valuation shall be replacement cost. If the Bidder delivers materials and/or equipment and loads same using a crane, then no crane, boom, jig, or weight exclusion shall apply. Bidder's property, installation floater, builders risk, if required, and/or equipment policy shall contain a waiver of subrogation in favor of the County. All deductibles will be the responsibility of the Bidder unless County agrees in writing. Builders Risk policies shall be written in the name of the County, the contractor and all subcontractors as their interests may appear. Installation and/or Equipment policies must name the County as a Loss Payee.

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SECTION D – SPECIFICATIONS

SECTION D -SPECIFICATIONS:

Bid Title: Roofing Services & Supplies, Waterproofing & Related Products and Services

Bid Number: 190-0336-B(AR)

A. OBJECTIVE

This ITB is for a multiple full-service roofing contractor to perform roofing and drain inspections, repairs of various types and ages of buildings located throughout the County. The successful bidder will provide all labor and materials necessary to perform the work described in the Scope of Work.

B. BACKGROUND

The County requires a roofing contractor's expertise to facilitate proactive inspections and required replacement and repair of roofing systems as listed in the contract specifications. This contract encompasses buildings of various types and ages located throughout the County.

C. REQUIREMENTS/QUALIFICATIONS

Bidders must be licensed Certified Roofing Contractors and an insured entity, registered with the State of Florida. Individual Supervisors and Roofing Technicians must possess a valid State of Florida Roofing Contractor License. Proof of current licenses must be submitted with bid.

Bidders shall have adequate organization, facilities, equipment, personnel, and other resources necessary, to ensure prompt, efficient, and satisfactory service to the County.

D. SCOPE OF WORK

Bidder shall apply, install, connect, erect, use, clean, and condition manufactured articles, materials, fixtures, and equipment in accordance with the manufacturers' specifications.

Work under this contract will be assigned by the County on an as needed basis. The Bidder will be given the scope of work for each assignment and will be required to visit the work site. The Bidder shall provide the Facility Manager or designated County Representative with a quote for completing the job. See section below for detail on estimate requirements.

1. **Services:** This Scope of Work defines the minimum requirements necessary to perform various roofing inspections, replacements, and repair services are required by the County. Bidder shall be expected to perform various roofing related services as necessary. These services include, but are not limited to:

    a. Inspection/investigation of leaks
    b. Repairs to various roofing systems
    c. Water testing
    d. Repair of damaged seals
    e. Gutter and downspout repairs
    f. Warranty for workmanship for all parts, materials, and labor
    g. Any other addition related services as required, at the County's approval.

    Please note: this list is not inclusive of all services that may be provided under this contract and is given for reference only.

2. **Types of Roofing**: Roof types shall include but are not limited to: built up, coal tar pitch, bituminous, metal, shingle, membrane, tile, flat and low slope.

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3. **Special Requirements:**
   a. All patch material shall coincide (or be compatible) with existing roof materials.
   b. All work repairs shall be performed in accordance with standard roofing practices.

4. **Estimates:** Bidder shall provide quotes for all repairs and projects, except for identified emergency situations. All County Representatives will provide full detail to Bidder in order to facilitate an accurate quote. Site visits may be required by the Bidder in order to fully understand the scope of the repair or project. Quotes and site visits shall be provided at no additional cost to the County. After initial request for quote, Bidder shall schedule any necessary site visits within two (2) days. Quotes shall be provided within three (3) business days of either initial contact or site visit. It is the Bidder's sole responsibility to ensure all information provided in a quote is accurate. Each quote shall include the following information:

   a. General overview of repairs required or project scope
   b. Any assessments current conditions and any related photographic documentation
   c. Estimated number of each trade type employee required
   d. Estimated number of hours for each trade type
   e. Hourly Rate
   f. Itemized breakdown of all materials to be used, with any discount or markup indicated
   g. Number of calendar days required for completion
   h. Lead time before work will start

   Quotes shall be reviewed by the Designated Facility Representative and revisions or clarification may be requested. Once a quote has been approved, a purchase order will be issued as authorization to being work. No work shall commence without an issued purchase order.

   In the event that additional work is required outside of the approved repair or project, the Bidder shall not proceed with this work without written approval of the County. This includes any emergency or discovery of additional work once a repair or project has started.

5. **Work Tickets, Job Tracking, and Final Documentation:** Bidder shall keep and maintain daily work tickets for employees and sub-contractors. Work tickets shall be recorded for the duration of each project and are to be included with final invoice submission, along with MSRP and/or list cost documentation, project photographs, and any other supporting documentation pertaining to the completion of the repair or project.

6. **Photographs:** Bidder shall take photographs before and after any work or project. Before pictures shall be provided with any written quote and after pictures will be provided at the project close out and with the final invoice. Pictures will be provided to any designated Facility Representative by request. All photographs shall become property of the County.

7. **Roofing Materials and Manufacturers:** Bidder shall furnish all materials for any project covered under this contract, unless otherwise specified at the time of project commencement and with the approval of the County. Materials purchased for services shall always be new and shall be selected to match existing materials whenever possible. If a match is unable to be sourced, materials must be approved by the County prior to instillation. The cost of materials provided by the Bidder will be based on a percent markup on bidders cost, as provided on the Bid Summary. The Bidder's invoice shall clearly state the manufacturer's part number, description and cost.

   The County reserves the right to acquire any equipment or materials relative to the assigned work for the contractor to use for required services.

8. **Roof Drain Repairs:** Bidder shall perform various roof drain repairs and replacement as required. Drain types include but are not limited to: PVC, steel, etc. Bidder shall be able to investigate and inspect existing systems and make appropriate recommendations for repair.

9. **Debris Removal:** Add debris removal shall be included in the pricing, including rental of any debris containers. All debris shall be disposed of at an approved landfill or recycling center on a daily basis. County trash receptacles or dumpsters shall not be used at any time. Location of debris container placement must be coordinated with the designated Facility Representative.

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E. **CONTRACTOR RESPONSIBILITIES**

a. **Contractor Performance:** Awarded bidder shall perform any and all services in accordance with any and all Federal, State, and County statutes, laws, or regulations. Any fines levied due to failure to comply with any requirement shall be the sole responsibility of the Bidder. Lack of knowledge by the Bidder will in no way be cause for relief from responsibility.

b. **Contractor Awareness:** It is the Bidder's sole responsibility to become fully informed as to the nature and extent of the work required, and its relation to any other work in the area. Including possible interference with other County buildings or public access. Coordination between the Bidder and any entity outside of the County will be the sole responsibility of the Bidder.

Prior to work commencement, the Bidder shall verify all levels and dimensions as indicated on any provided drawings and report any errors or inconsistencies to the Facility Manager or Designated County Representative. The Bidder is responsible for all errors of fabrication and for proper and correct fitting together of all items of material and equipment to furnish a complete and satisfactory roofing system.

c. **Protection of Existing Roof and Property:** Bidder shall provide protective materials to be held in place securely by sand bags or other means. Any area that is damaged, marred, scarred, or otherwise damaged shall be restored to its prior condition at no cost to the County. As facilities are occupied, noise, dirt, dust, and fumes must be kept to a minimum to avoid business interruption. On a daily basis, the Bidder is to advise the Facility Manager or Designated Facility Representative of the are the Bidder will be working. All roofing materials are to be covered and protects against the elements are necessary.

d. **Protection Against Water Damage:** It is the Bidder's responsibility to keep the building watertight and free from leakage during roof repair or replacement work, protect existing building construction, and be responsible to repair and pay for all damaged caused by it to the building's contents, existing construction, or loss of business. It is the Bidder's responsibility for conducting work in such a way as to not exceed building design limits. The County reserves the right to perform engineering load surveys, if required. Bidder is responsible for any and all damaged to County property caused by the Bidder.

e. **Safety Standards**: The Bidder shall insure the safety of its employees, building occupants, and the surrounding environment through the course of the contract for all repairs and projects. The Bidder shall be responsible for instructing and training their employees in all relevant safety measures.

   i. Bidder shall determine the need for a supply any and all personal protective equipment (PPE) or safety items required for the safe performance of work. Protective clothing, equipment and devices shall, at a minimum, conform to OSHA standards.
   ii. All equipment used by the Bidder shall be maintained in safe operating condition at all times, and shall be free of defects or wear that may constitute a hazard to any person or property.

f. **Sub-Contractors:** If the Contractor intends to subcontract any portion of work, it must be approved in advance by the designated Facility Representative. The Contractor remains responsible for conduct and workmanship of all subcontracted vendors. Subcontractors must comply with all security and access requirements, including background clearances. The Contractor's insurance coverage shall remain primary at all times.

g. **Pricing**: Hourly rates submitted on the Bid Summary shall be all inclusive. This includes, but is not limited to: labor costs supervision, equipment, machinery, insurance, overhead, vehicle use, travel time, tools, chemicals, and materials associated with industry standards. No additional charges will be allowed outside of the submitted rates.

Hourly labor rates shall be for work performed during standard business hours of 7:00 am to 5:00 pm, Monday-Friday. Labor activities scheduled for times outside of standard business hours shall be quoted and invoiced at the overtime hourly rates submitted in the Bid Summary.

   i. All Manufacturers materials shall be reimbursed at cost plus percent markup as submitted on the Bid Summary. Bidder must supply proof of cost with final invoice.
   ii. All other materials shall be reimbursed at cost plus percent mark up as submitted on the Bid Summary. Bidder must supply proof of materials base cost with final invoice.

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h. **Dispatch of Work:** For non-emergency the Bidder shall respond within two (2) days and be on site within four (4) days for initial site visit to determine work needed. Service calls will be dispatched by means of telephone or email from a Designated Facility Representative and will be notes on the Bidders work order form. A copy of the work order form, completed by the Bidder, shall be left at the stated facility with the Facility Manager or Designated Facility Representative. Also, copies of each of the above will be attached to and accompany the respective invoices. Bidders invoices shall reflect the breakdown of all regular time and overtime hours worked.

i. **Emergency Response:** For emergency repair calls, the Bidder shall respond by phone within four (4) hours and be on scene within twenty-four (24) hours. Bidder may be required to provide emergency repairs at times outside of standard business hours. The Awarded Bidder shall be required to be available on a twenty four (24) hour basis for emergency work. Bidder shall provide the County with an on call, 24 hour telephone number for emergency services.

j. **Chemical Use:** Bidder will be permitted to use chemicals to asset in the performance of services covered under this contract. All necessary chemicals shall be provided by the Bidder at no additional cost to the County.

   i. Chemicals shall properly labeled and provided in appropriate containers. Chemicals shall only be used for the intended use as described on labels.
   ii. While on site, all chemicals must be kept secured and in leak free containers.
   iii. Bidder is responsible for any leaks, spills, environmental damage, and full clean up in the event of any spill or contamination. Clean up shall be performed at no additional cost to the County and will be reported to the Florida Department of Environmental Protect as required by the Bidder.
   iv. Bidder is responsible for the proper disposal of all chemicals used, in accordance with any Federal, State, or local regulations.

k. **Safety Data Sheets:** Supplies required which meet the Hazard Communication Standard (HCS) are required to have published Safety Data Sheets (SDS).

   i. Bidder shall be required to submit a copy of all SDS for any hazardous substances to the County prior to the start of any specific project.
   ii. Bidder shall maintain a copy of all SDS documentation and safety certifications with the County and at each project site during the full duration of the work. All documentation shall comply with OSHA regulation and requirements.
   iii. All products must be recommended for the specific application by the manufacturer and approved by the appropriate governing body (EPA, OSHA, etc.).

l. **Permits:** All permits required by state or local governance shall be the sole responsibility of the Bidder. Bidder shall determine when permits are required, the method of application, and be responsible for all associated costs. Any fines due to permit non-compliance shall be the sole responsibility of the Bidder.

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SECTION E – BID SUBMITTAL FORM

SECTION E -BID SUBMITTAL FORM:

Bid Title: Roofing Services & Supplies, Waterproofing & Related Products and Services

Bid Number: 190-0336-B(AR)

(Schedule of Values)

PLEASE REFER TO THE ATTACHMENT TITLED SECTION E - BID SUBMITTAL SHEETS (MICROSOFT EXCEL)

BID SUBMITTAL IS TO BE SUBMITTED IN EXCEL FORMAT AND ONE PAPER COPY

NO CHANGES SHALL BE MADE TO THE PAY ITEM QUANTITIES CONTAINED HEREIN.
ANY CORRECTIONS TO BIDDER ENTRIES SHALL BE MADE IN INK AND SHALL BE INITIALED BY BIDDER.

STEP 1: BID SUBMITTAL REQUIREMENTS	Step 1	Step 2
Page 1	X	X
Proof of Licenses and insurance: State of Florida Roofing Contractor License	X	
Section E – Bid Submittal Forms; Qualification Forms, Officers Forms (pages 40-47)	X	
Section E –Bid Summary and Submittal Sheet(excel)		X
W-9	X	
ePayables	X	
Section F - Addenda Acknowledgment Form	X	X

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Substitute Form **W-9**

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined in the instructions).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶

***Instructions to Form W-9 available upon request.**

Detach on the perforation

Section 119.071(5), Florida Statutes Notice:

Your Tax Identification Number (which for individuals is your social security number) is collected on Form W9 for use in filing information returns with the IRS as described more fully below. Collection of the tax identification number (or social security number as applicable) is mandatory pursuant to Section 6109 of the Internal Revenue Code (26 U.S.C § 6109).

Privacy Act Notice:

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

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SECTION E – BID SUBMITTAL FORM

ELECTRONIC PAYMENT (EPAYABLES):

The Board of County Commissioners (County) is offering faster payments. The County would prefer to make payment using credit card.

Would your company accept to participate in the ePayables credit card program?

Yes ☐ No ☐

For more information about ePayables credit card program please visit Purchasing Department website www.pinellascounty.org/purchase.

Company Name _____

Signature _____

_____

Printed Signature _____

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SECTION E – BID SUBMITTAL FORM

Bid # 190-0336-B(AR)

Bid Title: Roofing Services & Supplies, Waterproofing & Related Products and Services

QUALIFICATION SUBMITTAL FORM

The invitation to bid for this Project requires that this qualification submittal be included with the proposal and completed in its entirety.

A component of the Pre-Qualification of Bidder process is background check and review. Please provide the following documentation and include with Qualification Submittal Forms due by Step 1 due date listed on page 1.

~~1. Provide copies of any and all Occupational Safety and Health Administration (OSHA) Inspection Reports involving your company.]~~

2. Bidders must be provide proof company is a licensed Certified Roofing Contractors and an insured entity, registered with the State of Florida. Individual Supervisors and Roofing Technicians must possess a valid State of Florida Roofing Contractor License. Proof of current licenses must be submitted with bid.
3. Provide a list of any subsidiaries your Company owns or is affiliated with. List name of company, full address, phone number, officers and directors of Company. Information provided must contain the first, middle and last name as well as date of birth. If verification cannot be obtained we may require a social security number.
4. Is your company owned by, or an affiliate of, a parent company? Please list the names and addresses of those officers and directors. Information provided must contain the first, middle and last name as well as date of birth. If verification cannot be obtained we may require a social security number.
5. Provide a list of all officers and directors of your company including addresses. Information provided must contain the first, middle and last name as well as date of birth. If verification cannot be obtained we may require a social security number.
6. If your company is publicly owned, provide detailed information on any occurrences or potential occurrences of a default.
7. Provide detailed information on any and all bankruptcy filings for your company. Specify the jurisdictions for all such filings.
8. Provide information on any and all lawsuits, litigation, judgments, verdicts, settlements, etc., involving your company and the owners of any projects that your company has been involved in, as follows:

    a. Any and all Federal, State and/or Local lawsuits involving your company and the owners of any projects your company has been involved in, for the last three (3) years;

    b. Any and all pending or recently filed litigation involving your company and the owners of any projects your company has been involved in. Specify the jurisdictions the litigation was filed in.

    c. Any and all judgments involving your company and the owners of any projects your company has been involved in. Specify the jurisdictions the judgment occurred in.

    d. Any and all verdicts or settlements involving your company and the owners of any projects your company has been involved in. Specify the jurisdictions the verdicts or settlements occurred in.

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SECTION E – BID SUBMITTAL FORM

QUALIFICATION SUBMITTAL FORM(S)

Bid # 190-0336-B(AR)
Bid Title: Roofing Services & Supplies, Waterproofing & Related Products and Services

QUALIFICATION SUBMITTAL FORM

The invitation to bid for this Project requires that this qualification submittal be included with the proposal and **completed in its entirety**.

NOTE: BIDDER SHALL SUBMIT QUALIFICATION SUBMITTAL IN DUPLICATE ON FORM PROVIDED HEREIN TO PROVIDE THE QUALIFICATION REQUIREMENTS AS SPECIFIED IN

_____

Company Name: Please include below

_____

_____

_____

Project 1 (of similar type) Description

_____

_____

_____

Owner of Project - Contact Information

_____
Name

_____
Address

_____
Telephone Number and Email Address:

Design Professional/Engineer - Contact Information

_____
Name

_____
Address

_____
Telephone Number and Email Address:

Project Award Amount: $

Final Project Total Amount: $

Scheduled Completion Date _____

Actual Completion Date _____

Docusign Envelope ID: 255D1503-86E5-4405-90E5-7A6ECC743D3E

SECTION E – BID SUBMITTAL FORM

QUALIFICATION SUBMITTAL FORM (continued)

Bid # 190-0336-B(AR)
Bid Title: Roofing Services & Supplies, Waterproofing & Related Products and Services

Company Name: Please include below

Project 2 (of similar type) Description

Owner of Project - Contact Information

Name

Address

Telephone Number and Email Address:

Design Professional/Engineer - Contact Information

Name

Address

Telephone Number and Email Address:

Project Award Amount: $

Final Project Total Amount: $

Scheduled Completion Date _____

Actual Completion Date _____

Docusign Envelope ID: 255D1503-86E5-4405-90E5-7A6ECC743D3E

SECTION E – BID SUBMITTAL FORM

QUALIFICATION SUBMITTAL FORM (continued)

Bid # 190-0336-B(AR)
Bid Title: Roofing Services & Supplies, Waterproofing & Related Products and Services

Company Name: Please include below

Project 3 (of similar type) Description

Owner of Project - Contact Information

Name

Address

Telephone Number and Email Address:

Design Professional/Engineer - Contact Information

Name

Address

Telephone Number and Email Address:

Project Award Amount: $

Final Project Total Amount: $

Scheduled Completion Date _____

Actual Completion Date _____

Docusign Envelope ID: 255D1503-86E5-4405-90E5-7A6ECC743D3E

SECTION E – BID SUBMITTAL FORM

QUALIFICATION SUBMITTAL FORM (continued)

Bid # 190-0336-B(AR)
Bid Title: Roofing Services & Supplies, Waterproofing & Related Products and Services

Company Name: Please include below

Project 4 (of similar type) Description

Owner of Project - Contact Information

Name

Address

Telephone Number and Email Address:

Design Professional/Engineer - Contact Information

Name

Address

Telephone Number and Email Address:

Project Award Amount: $

Final Project Total Amount: $

Scheduled Completion Date _____

Actual Completion Date _____

Docusign Envelope ID: 255D1503-86E5-4405-90E5-7A6ECC743D3E

Bid # 190-0336-B(AR)
Bid Title: Roofing Services & Supplies, Waterproofing & Related Products and Services

QUALIFICATION SUBMITTAL FORM (continued)
The invitation to bid for this Project requires that this qualification submittal be included with the proposal and completed in its entirety.

Vendor Information			
Firm Name:			
Street Address:	City:	State:	ZIP:
Additional Info:			

Officer/Director Information			
Officer/Director/Member:	Title:	DOB:	SSN:
Notes:			
Officer/Director/Member:	Title:	DOB:	SSN:
Notes:			
Officer/Director/Member:	Title:	DOB:	SSN:
Notes:			
Officer/Director/Member:	Title:	DOB:	SSN:
Notes:			
Officer/Director/Member	Title:	DOB:	SSN:
Notes:			
Additional Information: (On Vendor or Contract Requirements)			

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SECTION E – BID SUBMITTAL FORM

BID SUBMITTAL OFFICERS FORM

BID TITLE: Roofing Services & Supplies, Waterproofing & Related Products and Services
BID NUMBER: 190-0336-B(AR)

Each Bid by an individual or firm shall state the name and address of each person who owns an interest therein, and, if any corporation, the name and addresses of its officers, or if an LLC, the name and address of its members. Bids shall be signed by the person or member of the firm making the same, and if a corporation, by an authorized officer or agent, subscribing the name of the corporation, together with his own name and the corporate seal.

The Bidder further agrees to execute the Agreement within ten (10) calendar days after receipt of notice of award, and within the time frame of Section H – Agreement.

Accompanying the Bid is a Bid Guarantee, meeting the requirements described in the Instruction to Bidders.

The Contractor's address and principal place of business is:

_____
_____
_____

If Contractor is a Corporation, list the names, titles and business addresses of its President, Secretary and Treasurer.

PRESIDENT _____ **ADDRESS:** _____
Printed Name _____
_____

SECRETARY _____ **ADDRESS:** _____
Printed Name _____
_____

TREASURER _____ **ADDRESS:** _____
Printed Name _____

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SECTION E – BID SUBMITTAL FORM

Said Corporation is qualified to do business in the State of Florida

_____ By _____
Corporation Name President

_____
Qualifying Agent

If Contractor is not a corporation, list the name(s) and business address(es) of its owner(s), joint venturers or partners:

Name _____ **ADDRESS:** _____
Printed Name

_____

_____

Name _____ **ADDRESS:** _____
Printed Name

_____

_____

Name _____ **ADDRESS:** _____
Printed Name

_____

The said company or business entity is a sole proprietorship, partnership, or joint venture and is trading and doing business as

_____
Company Name

By: _____

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SECTION F ADDENDA ACKNOWLEDGEMENT FORM

SECTION F - ADDENDA ACKNOWLEDGEMENT FORM:

Bid Title: Roofing Services & Supplies, Waterproofing & Related Products and Services

Bid No: 190-0336-B(AR)

PLEASE ACKNOWLEDGE RECEIPT OF ADDENDA FOR THIS ITB BY SIGNING AND DATING BELOW:

ADDENDUM NO.	SIGNATURE/PRINTED NAME	DATE RECEIVED

Note: Prior to submitting the response to this solicitation, it is the responsibility of the firm submitting a response to confirm if any addenda have been issued. If such addendum(s) has been issued, acknowledge receipt by signature and date in this section. Failure to do so may result in being considered non-responsive.

Information regarding Addenda issued is available on the Purchasing Department's website at, www.pinellascounty.org/purchase/Current_Bids1.htm , listed under category 'Current Bids'.

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SECTION G STATEMENT OF NO BID

SECTION G - STATEMENT OF NO BIDS:

NOTE: If you do not intend to bid on this requirement, please return this form immediately. ***Thank you.***

Pinellas County Purchasing Department
400 South Fort Harrison Avenue, 6th Floor
Clearwater, Florida 33756

We, the undersigned have declined to submit a bid for No. **190-0336-B(AR)** for **Bid Title: Roofing Services & Supplies, Waterproofing & Related Products and Services**

_____ Specifications too "tight", i.e., geared toward one brand or manufacturer only (explain below).
_____ Insufficient time to respond to the Invitation to Bid.
_____ We do not offer this product or service.
_____ Our schedule would not permit us to perform.
_____ Unable to meet specifications.
_____ Unable to meet Bond requirement.
_____ Specifications unclear (explain below).
_____ Unable to Meet Insurance Requirements.
_____ Remove Us from Your "Notification List" Altogether
_____ Other (specify below).

REMARKS:

_____
_____
_____
_____

We understand that if the "No Bid" letter is not executed and returned our name may be deleted from the Bidders List of Pinellas County.

COMPANY NAME: _____

DATE: _____

SIGNATURE: _____

TYPED NAME OF ABOVE: _____

TELEPHONE: _____

FAX: _____

EMAIL: _____

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SECTION H - AGREEMENT

REFER TO SAMPLE AGREEMENT ATTACHED AS A SEPARATE DOCUMENT

Docusign Envelope ID: 255D1503-86E5-4405-90E5-7A6ECC743D3E

APPENDIX 1 - PERMITS

APPENDIX 1 - PERMITS:

Bid Title: Roofing Services & Supplies, Waterproofing & Related Products and Services

Bid No: 190-0336-B(AR)

Pinellas County is not aware of any permits for roofing repair for this contract.

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APPENDIX 2 – SAMPLE CHANGE ORDER FORM

APPENDIX 2 – SAMPLE CHANGE ORDER:

Bid Title: Roofing Services & Supplies, Waterproofing & Related Products and Services
Bid No: 190-0336-B(AR)

SAMPLE CHANGE ORDER
PINELLAS COUNTY PURCHASING DEPARTMENT
CLEARWATER, FLORIDA

FISCAL NO. _____

CHANGE ORDER NO. _____

ACCOUNT NO. _____

TO _____

FOR _____

IN CONNECTION WITH _____

Total Agreement	$_____
Addition	$_____
New Total	$_____
Deletion	$_____
New Total Agreement	$_____

Execution by the contractor of this Change Order shall be considered a waiver of all claims or request for additional time or compensation for any activities prior to time of execution related to items included in the Change Order. The contractor also acknowledges that payment authorized by this Change Order represents full and complete compensation for labor, materials, incidental expenses, overhead profit, impact cost, and time associated with this Work. Claim procedures are outlined in the Contract documents.

_____
Investigator

_____
Director of Purchasing
Accepted this _____ day of
_____20 _____

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

By _____
Attorney

PINELLAS COUNTY
BOARD OF COUNTY COMMISSIONERS

By _____
Chairman

Attest: KEN BURKE, CLERK
By _____
Deputy Clerk

Use Authorized Signatures Only

_____
Company

By _____
Title

_____
Witness

Docusign Envelope ID: 255D1503-86E5-4405-90E5-7A6ECC743D3E

Section E
Bid Submittal and Summary
Bid #: 190-0336-B(AR)
Bid Title: Roofing Services & Supplies, Waterproofing & Related Products and Services

Pricing submitted shall be all inclusive, including any delivery, freight, or shipping charges, travel, taxes, permits, or other additional charges related to required work. No additional charges will be allowed outside of the submitted rates below.

Roofing Repair Services Labor Rates

ROOF TYPE: METAL ROOFS

Regular Hourly Rate	Emergency/Holiday/After Hours Rate	Estimated Hours Annually	Estimated Annual Expenditure (Regular rate)	Extended (60 month) Expenditure (Regular rate)
$	$	3,000	-	-

ROOFT TYPE: OTHER ROOFS
(including but not limted to shingles, tile, flat, low slope)

Regular Hourly Rate	Emergency/Holiday/After Hours Rate	Estimated Hours Annually	Estimated Annual Expenditure	Extended (60 month) Expenditure
$	$	7000	-	-

Roofing Inspections Services Labor Rates

Regular Hourly Rate	Emergency/Holiday/After Hours Rate	Estimated Hours Annually	Estimated Annual Expenditure	Extended (60 month) Expenditure
$	$	500	-	-

Roof Drains Inspections and Repair Services Labor Rates

Regular Hourly Rate	Emergency/Holiday/After Hours Rate	Estimated Hours Annually	Estimated Annual Expenditure	Estimated (60 month) Expenditure
$	$	100	-	-

PARTS	% Mark up from Cost	Estimated Annual Amount	Estimated Annual Expenditure	Estimated(60 month) Expenditure
Manufactuerer Material % Markup from cost	%	$50,000	-	-
Other Material/Parts % Markup from cost	%	$50,000	-	-

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THIS AGREEMENT, made and entered into by and between Pinellas County, a political subdivision of the State of Florida, hereinafter designated the COUNTY, and

(Name of Firm)

(Corporation, Partnership or Individual Proprietor)

Authorized to do business in the State of Florida, with place of business located at:

_____

_____

_____

herein after designated the CONTRACTOR,

WITNESSETH:

That for and in consideration of the sum not to exceed _____

_____ DOLLARS $

to be paid by the COUNTY to the CONTRACTOR as herein provided, and in further consideration of the mutual covenants and promises to be kept and performed by and between the parties hereto, it is agreed as follows:

1. THE CONTRACTOR AGREES:

A. To furnish all services, labor, materials and equipment necessary for the complete performance, in a thorough and workmanlike manner, of the Work contemplated under **Bid Title: Roofing Services & Supplies, Waterproofing & Related Products and Services, Bid No: 190-0336-B(AR,** in Pinellas County, Florida, to comply with the applicable standards, and to perform all Work in strict accordance with the terms of the Contract Documents.

B. That the CONTRACTOR and each subcontractor shall furnish to the COUNTY, upon demand, a certified copy of the payroll covering Work under this Agreement, together with such other information as may be required by the COUNTY to ensure compliance with the law and the provisions of this Agreement.

C. To procure all insurance as required by the Instructions to Bidders.

D. To procure and maintain all permits and licenses which may be required by law in connection with the prosecution of the Work contemplated hereunder, except for those permits obtained by the County as expressly set forth in Appendix 1 of the Contract Documents. Notwithstanding the provisions above, the Contractor shall be responsible for non-compliance of all permit requirements, including all fines resulting from Contractor's non-compliance of said requirements.

E. To permit any representative(s) of the County, at all reasonable times, to inspect the Work in progress or any of the materials used or to be used in connection therewith, whether such Work is located on or off the Project site, and to furnish promptly, without additional charge, all reasonable facilities, labor and materials deemed necessary by the County's Project Manager, for the conducting of such inspections and tests as it may require.

F. Unless otherwise provided in the special provisions, special conditions and Specifications, to assume liability for all damage to Work under construction or completed, whether from fire, water, winds, vandalism, or other causes, until final completion and acceptance by the County and notwithstanding the fact that partial payments may have been made during construction.

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G. No subcontract or transfer of Agreement shall in any case release either the Contractor or its surety of any liability under the Agreement. The County reserves the right to reject any subcontractors or equipment.

Unless specifically prohibited by Florida law, the Contractor shall defend, indemnify and hold harmless the County and its officers and employees from any and all liabilities, claims, damages, penalties, demands, judgments, actions, proceedings, losses or costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, or by, or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree whether resulting from any claimed breach of this Agreement by the Contractor or from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement. The duty to defend under this paragraph is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Contractor, the County and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to the Contractor. The Contractor's obligation to indemnify and defend under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations. The Contractor shall guarantee the payment of all just claims for materials, supplies, tools, labor or other just claims against it or any subcontractor in connection with this Agreement.

H. By signing this Agreement, the contractor certifies under penalty of law that it understands the terms and conditions of, and will comply with, the Pinellas County National Pollutant Discharge Elimination System (NPDES) Permit No. FLS000005 that authorizes the storm water discharge associated with construction activities.

I. Contractor shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 *et. seq*, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable
Pinellas County Board of County Commissioners
P. O. Box 2438
Clearwater, FL 33757

Each invoice shall include, at a minimum, the Contractor's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Contractor also include the information shown in Section A – General Conditions Payments/Invoices. The County may dispute any payments invoiced by Contractor in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

J. Local, State, and Federal Compliance Requirements: The laws of the State of Florida apply to any purchase made under this Invitation to Bid. Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to this bid and subsequent contract(s) including but not limited to Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA as applicable to this contract.

2. <u>IT IS MUTUALLY AGREED</u>:

A. That no change, alteration, amendment, payment for extra Work or agreement to pay for same, shall be binding upon the County until it has been approved the same, and until the same shall be properly approved by the Board.

B. The County shall designate a representative insofar as prosecution of the Work, and interpretation of the Plans and Specifications are concerned, and that no payments shall be made by the County under this Agreement except upon the certificate of the proper County designee.

C. This Agreement shall be interpreted under and its performance governed by the laws of the State of Florida.

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D. The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Contract Documents shall not be construed to be and shall not be a waiver of any such provision or provisions or of its rights thereafter to enforce each and every such provision.

E. Each of the parties hereto agrees and represents that this Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and that no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, Work performed, or payments made prior to execution hereof shall be deemed merged into, integrated and superseded by this Agreement.

F. Should any provision of this Agreement be determined by a court to be unenforceable, such determination shall not affect the validity or enforceability of any section or part thereof.

3. The documents comprising this Agreement, which shall be known as the "Contract Documents", include the entirety of County's ITB pursuant to which this Agreement is awarded, including any addenda, and Contractor's submittal thereto. The following portions of the Contract Documents are listed for the purposes of determining priority:

CHANGE ORDER(S)

ADDENDA (if applicable)

SECTION B SPECIAL CONDITIONS

SECTION D SPECIFICATIONS

If there is a conflict between the terms of the Contract Documents, then the conflict shall be resolved according to the following order of priority: any terms required as a condition of grant funds shall have first priority; then the terms of this Agreement; then **the terms of the above listed documents shall be given preference in their above listed order; and then the terms of any remaining documents.**

4. **PUBLIC RECORDS – CONTRACTOR'S DUTY**

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the Pinellas County Board of County Commissioners, Purchasing Department, Operations Manager custodian of public records at 727-464-3311, purchase@pinellascounty.org, Pinellas County Government, Purchasing Department, Operations Manager, 400 S. Ft. Harrison Ave, 6th Floor, Clearwater, FL 33756.

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5. This Agreement shall be binding upon, and shall inure to the benefit of the executors, administrators, heirs, successors and assigns of the Contractor.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year as written.

PINELLAS COUNTY acting by and through the Board of County Commissioners

_____
Chairman

_____
Date

ATTEST:
Ken Burke,
Clerk of the Circuit Court

By: _____
Deputy Clerk

_____
Name of Firm

By: _____
Signature

_____
Print Name

_____
Title

Approved as to Form

By: _____
Office of the County Attorney

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Question and Answers for Bid #190-0336-BAR - Roofing Services & Supplies, Waterproofing & Related Products and Services

Overall Bid Questions

There are no questions associated with this bid.

Question Deadline: Jul 1, 2020 3:00:00 PM EDT

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/31/2022

APPROVED
By WVerdejo at 3:34 pm, Feb 03, 2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Frank H. Furman, Inc.
1314 East Atlantic Blvd.
P. O. Box 1927
Pompano Beach FL 33061

CONTACT NAME: Judith Haase
PHONE (A/C, No, Ext): (954) 943-5050 FAX (A/C, No): (954) 942-6310
E-MAIL ADDRESS: jhaase@furmaninsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Greenwich Insurance Company	22322
INSURER B: American Guarantee & Liability Ins Co	26247
INSURER C: Bridgefield Employers Ins Co	10701
INSURER D: Continental Casualty Co	20443
INSURER E: Federal Insurance Company	20281
INSURER F:	

INSURED
Advanced Roofing Inc
Advanced Leasing Inc
1950 NW 22nd Street
Fort Lauderdale FL 33311

COVERAGES CERTIFICATE NUMBER: Jan 22 FtL all w/IF & Cr REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual & XCU X Broad Form Prop Dmg GEN'L AGGREGATE LIMIT APPLIES PER POLICY X PRO-JECT X LOC OTHER:	X	Y	CGS740979403	1/1/2022	1/1/2023	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS X HIRED AUTOS SCHEDULED AUTOS X NON-OWNED AUTOS	X	Y	CAH740979503	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							PIP	$ 10,000
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $ zero	X	Y	AUC930367420 excess over AL, GL, EL	1/1/2022	1/1/2023	EACH OCCURRENCE	$ 10,000,000
							AGGREGATE	$ 10,000,000
							Prod Comp Ops Agg	$ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	B30-56020	1/1/2022	1/1/2023	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Instal.Floater 5% W/H 1000 AOP			4016260407	1/1/2022	1/1/2023	Each Jobsite/Per Occurrence	2500000/2500000
E	Crime/EE Theft of Client Prop			82494026	1/1/2022	1/1/2023	Per Loss/Deductible	500,000/15,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Jacksonville its members, officials, officers, employees and agents are included as Additional Insured with regard to General Liability and Auto Liability. Coverages are Primary and Non-contributory. A waiver of subrogation in favor of The City of Jacksonville its members, officials, officers, employees and agents applies to General Liability, Auto Liability, and Workers Compensation. 30 days notice of cancellation to The City of Jacksonville applies all policies. Builders Risk /Installation Floater includes The City of Jacksonville its members, officials, officers, employees and agents as loss payee.

CERTIFICATE HOLDER

City of Jacksonville
117 West Duval Street
Suite 335
Jacksonville, FL 32202

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Dirk DeJong/MR

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From: Neal, Michael [MNeal@asmjax.com]
To: Freeman, Dustin - AFPS [DustinF@coj.net], Sickler, Nina - PWOD [NSickler@coj.net], Malice-Kelly, Jennifer - SPET [JMalice@coj.net], Long, Steve - PWOD [SLong@coj.net]
Subject: Re: ASM (SMG) Piggyback Pinellas 190-0336-B(AR)
Sent: Fri 8/16/2024 11:20 AM GMT-07:00
Importance: High

Thank you all for the feedback. With this being an urgent matter, can someone in the city help us out by creating a requisition gaining approval for ASM to piggyback the Pinellas County Contract? We (ASM) does not have access to create the requisition and/or complete the Docusign link for this step. All documentation needed for this initial requisition is attached.

In response to the materials; the contractor is ready to assist with the materials in owner direct purchasing, as I have had this conversation with them already.

Thank you all once again.

Regards,

Michael Neal

Capital Projects Manager

1 EverBank Stadium Dr. | Jacksonville, Fl | 32202

Office : 904.633.5322 ext. 6111

Mobile : 904.852.4053

mneal@asmjax.com <mailto:mneal@asmjax.com> | www.jaxevents.com <http://www.jaxevents.com/>

From: Malice-Kelly, Jennifer - SPET <JMalice@coj.net>
Sent: Friday, August 16, 2024 1:15 PM
To: Freeman, Dustin - AFPS <DustinF@coj.net>; Neal, Michael <MNeal@asmjax.com>
Cc: Alston, Alexander - SPET <AAlex@coj.net>; Kenny, Mike <MikeK@asmjax.com>; Escolano, Kimberly <Escolano@asmjax.com>; Caverly, Bill <BCaverly@asmjax.com>; Sickler, Nina - PWOD <NSickler@coj.net>; Long, Steve - PWOD <SLong@coj.net>
Subject: RE: ASM (SMG) Piggyback Pinellas 190-0336-B(AR)

Docusign Envelope ID: 255D1503-86E5-4405-90E5-7A6ECC743D3E

Thanks Dustin for the call earlier. Apologies for any confusion, at this point I would have to agree with Dustin that ASM works with Public Works to procure this project & any contracts involved due to the expenses related to the materials and multiple other expenses.

Happy to help if anything needs to be submitted via forms or 1Cloud, just let me know.

Thank you

Jennifer Malice-Kelly

Finance Manager

City of Jacksonville | Office of Sports & Entertainment

214 North Hogan Street, 4th Floor

Jacksonville, FL 32202

904.255.5426 (o) 904.300.4865 (c)

JMalice@coj.net <mailto:JMalice@coj.net>

From: Freeman, Dustin - AFPS <DustinF@coj.net>
Sent: Friday, August 16, 2024 12:58 PM
To: Malice-Kelly, Jennifer - SPET <JMalice@coj.net>; Neal, Michael <MNeal@asmjax.com>
Cc: Alston, Alexander - SPET <AAlex@coj.net>; Kenny, Mike <MikeK@asmjax.com>; Escolano, Kimberly <Escolano@asmjax.com>; Caverly, Bill <BCaverly@asmjax.com>; Sickler, Nina - PWOD <NSickler@coj.net>; Long, Steve - PWOD <SLong@coj.net>
Subject: RE: ASM (SMG) Piggyback Pinellas 190-0336-B(AR)

+Nina/Steve

Recommend DPW considering there could be a DMP requirement to this.

Respectfully,

Docusign Envelope ID: 255D1503-86E5-4405-90E5-7A6ECC743D3E

Dustin L. Freeman

Chief of Procurement

Procurement Division | Office of Administrative Services

214 N. Hogan Street, Suite 800, Jacksonville, FL 32202

Ph. 904-255-8811 | Email: dustinf@coj.net <mailto:dustinf@coj.net>

A NEW DAY.

*** Florida has a very broad public records law. As a result, any written communication created or received by City of Jacksonville officials and employees will be made available to the public and media, upon request, unless otherwise exempt. Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this office. Instead, contact our office by phone. ***

From: Malice-Kelly, Jennifer - SPET <JMalice@coj.net <mailto:JMalice@coj.net> >
Sent: Friday, August 16, 2024 12:39 PM
To: Freeman, Dustin - AFPS <DustinF@coj.net <mailto:DustinF@coj.net> >; Neal, Michael <MNeal@asmjax.com <mailto:MNeal@asmjax.com> >
Cc: Alston, Alexander - SPET <AAlex@coj.net <mailto:AAlex@coj.net> >; Kenny, Mike <MikeK@asmjax.com <mailto:MikeK@asmjax.com> >; Escolano, Kimberly <Escolano@asmjax.com <mailto:Escolano@asmjax.com> >; Caverly, Bill <BCaverly@asmjax.com <mailto:BCaverly@asmjax.com> >
Subject: RE: ASM (SMG) Piggyback Pinellas 190-0336-B(AR)

If you are ok with the contract ASM sent, I am happy to submit the JPAC forms.

Jennifer Malice-Kelly

Finance Manager

City of Jacksonville | Office of Sports & Entertainment

214 North Hogan Street, 4th Floor

Jacksonville, FL 32202

904.255.5426 (o) 904.300.4865 (c)

JMalice@coj.net <mailto:JMalice@coj.net>

Docusign Envelope ID: 255D1503-86E5-4405-90E5-7A6ECC743D3E

From: Freeman, Dustin - AFPS <DustinF@coj.net <mailto:DustinF@coj.net> >
Sent: Friday, August 16, 2024 12:31 PM
To: Neal, Michael <MNeal@asmjax.com <mailto:MNeal@asmjax.com> >; Malice-Kelly, Jennifer - SPET <JMalice@coj.net <mailto:JMalice@coj.net> >
Cc: Alston, Alexander - SPET <AAlex@coj.net <mailto:AAlex@coj.net> >; Kenny, Mike <MikeK@asmjax.com <mailto:MikeK@asmjax.com> >; Escolano, Kimberly <Escolano@asmjax.com <mailto:Escolano@asmjax.com> >; Caverly, Bill <BCaverly@asmjax.com <mailto:BCaverly@asmjax.com> >
Subject: RE: ASM (SMG) Piggyback Pinellas 190-0336-B(AR)

Jenn – Who will submitting this request to procurement for authority? DPW or SPET?

Respectfully,

Dustin L. Freeman

Chief of Procurement

Procurement Division | Office of Administrative Services

214 N. Hogan Street, Suite 800, Jacksonville, FL 32202

Ph. 904-255-8811 | Email: dustinf@coj.net <mailto:dustinf@coj.net>

A NEW DAY.

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From: Neal, Michael <MNeal@asmjax.com <mailto:MNeal@asmjax.com> >
Sent: Thursday, August 15, 2024 3:12 PM
To: Malice-Kelly, Jennifer - SPET <JMalice@coj.net <mailto:JMalice@coj.net> >; Freeman, Dustin - AFPS <DustinF@coj.net <mailto:DustinF@coj.net> >
Cc: Alston, Alexander - SPET <AAlex@coj.net <mailto:AAlex@coj.net> >; Kenny, Mike <MikeK@asmjax.com <mailto:MikeK@asmjax.com> >; Escolano, Kimberly <Escolano@asmjax.com <mailto:Escolano@asmjax.com> >; Caverly, Bill <BCaverly@asmjax.com <mailto:BCaverly@asmjax.com> >
Subject: ASM (SMG) Piggyback Pinellas 190-0336-B(AR)
Importance: High

Docusign Envelope ID: 255D1503-86E5-4405-90E5-7A6ECC743D3E

Hi everyone,

We have prepared this contract to be governed between ASM (SMG) and Advanced Roofing leveraging the already established and still in place Pinellas County contract 190-0336-B(AR). I wanted to send this to you, being our partners, as a courtesy and opportunity to provide feedback if necessary. My intention is to get this in the hands of Advanced Roofing by tomorrow COB.

I appreciate you; Jenn, Dustin, and of course Alex in all of your assistance and input thus far.

Regards,

Michael Neal

Capital Projects Manager

1 EverBank Stadium Dr. | Jacksonville, Fl | 32202

Office : 904.633.5322 ext. 6111

Mobile : 904.852.4053

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