



ORIGINAL

SECTION 9: RFP FORMS

RFP FORM 9A: RFP SUBMITTAL CHECKLIST

- ☒ Form 9B: Acknowledgement and Pricing Proposal
- ☒ Form 9C: Drug Free/Tie Preference Statement
- ☒ Form 9D: Public Entity Crimes Statement
- ☒ Form 9E: Anti-Collusion Statement
- ☒ Form 9F: Statement of Vendor Qualifications
- ☒ Form 9G: Professional References for Previous Experience
- ☒ Form 9H: Listing of Subcontractors
- ☒ Form 9I: Required Project Milestones
- ☒ Form 9J: Bid Bond
- ☒ Form 9K: Standard Agreement for Services
- ☒ Attachment: RFP Proposal
- ☒ Copy of License(s)
- ☒ Insurance Certificate
- ☒ Submission of one (1) original marked "ORIGINAL" and one (1) digital (flash drive) copy.

BY:

Next Dimension Construction + Roofing

Name of Business

Brett Villarreal

Authorized Signature

Brett Villarreal Owner/Manager

Printed Name and Title

2-12-2024

Date

THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH YOUR RFP.



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**RFP FORM 9B: RFP Form
Acknowledgement and Pricing Proposal**

PROJECT IDENTIFICATION: South Daytona Municipal Complex Roof Replacement

RFP IDENTIFICATION AND NUMBER: RFP NO. 2024-001

THIS RFP IS SUBMITTED TO:

**CITY OF SOUTH DAYTONA
OFFICE OF THE CITY MANAGER
1672 S. RIDGEWOOD AVENUE
SOUTH DAYTONA, FLORIDA 32119**

Name of Bidder: Next Dimension Construction+ Roofing

Mailing Address: 13624 S. US. Hwy 441

Street Address: 13624 S. US. Hwy 441

City/State/Zip: Summerfield FL. 34491

Phone Number: (352) 857-1469 FAX Number: (N/A)

I have carefully examined the Invitation for the Request for Proposal (RFP), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Invitation for the Request for Proposal (RFP) at the prices or rates as finally negotiated. I agree that my RFP will remain firm for a period of up to ninety (90) days in order to allow the City of South Daytona adequate time to evaluate the proposed RFP. Furthermore, I agree to abide by all conditions of the Invitation for the Request for Proposal (RFP).

I certify that all information contained in this RFP is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this RFP on behalf of the Vendor / Contractor as its act and deed and that the Vendor / Contractor is ready, willing and able to perform if awarded the contract.

I propose and agree, if this RFP is accepted, to enter into an Agreement with the City in the form included in the Contract Documents to furnish all necessary materials, equipment, machinery, tools, apparatus, transportation and labor and to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this RFP and in accordance with the Contract Documents.

I will accept as full compensation for completion of the project in full compliance with the Contract Documents, the lump sum price for the work items submitted herein with this RFP.

I further certify that this RFP is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a RFP for the same product or service; no officer, employee or agent of the City of South Daytona City Council or of any other Vendor interested in said ITB; and that the undersigned executed this Vendor's Acknowledgement with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the ITB.



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I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the "work" will be performed in strict accordance with such requirements and understands that any exceptions to the requirements of the specifications and documents may render the RFP non-responsive.

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Invitation for the Request for Proposal (RFP), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this Invitation to Bid.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the proposal.

Addendum Number: 1 Date: 2/14 Addendum Number: 3 Date: 2/27
Addendum Number: 2 Date: 2/26 Addendum Number: _____ Date: _____

Please note that the City may award contracts to multiple contractors.

BID

The undersigned offers to furnish all materials, equipment and labor for construction of the "RFP NO. 2024-001, South Daytona Municipal Complex Roof Replacement," for the City of South Daytona, Florida, complete in every respect in strict accordance with the drawings, specifications, exhibits, figures and any future changes therein.

The LUMP SUM bid total is:

Three Hundred and twenty three thousand Dollars
(In Words)

(In Figures) \$ 323,000

IN WITNESS WHEREOF, Bidder has hereunto executed this form this 28th day of Feb, 2024

Next Dimension Construction INC
(Name of Bidding Firm)

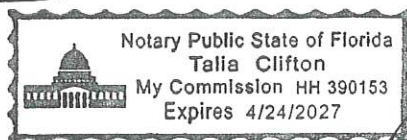
Brett Villarreal
(Signature of person signing form)

Brett Villarreal Owner
(Printed name and Title of person signing form)

STATE OF Florida
COUNTY OF Marion

This document was sworn to (or affirmed) and subscribed before me by means of _____ physical presence or _____ online notarization, this 28th day of Feb, 2024

he/she is personally known to me or has presented _____ as identification.



[Signature]
Notary Public
My Commission Expires: 4-24-27

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RFP.



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**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

Subcontractor Covered Transactions

The prospective subcontractor, No subcontractor being utilized, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

SUBCONTRACTOR

N/A
By: Brett Villan
Signature

City of South Daytona
Sub-Recipient's Name

Name and Title

DEM Contract Number

Street Address

FEMA Project Number

City, State, Zip

Date



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**RFP FORM 9C:
Drug-Free Preference Statement**

IDENTICAL TIE RFPS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more RFPs, proposals, statements, or replies that are equal with respect to price, quality, and service are received by the city for the procurement of commodities or contractual services, a RFP received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie RFPs will be followed if none of the tied vendors have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under RFP a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under RFP, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- (5) Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

Next Dimension Construction + Roofing

(Name of Bidding Firm)

Brett Villarreal

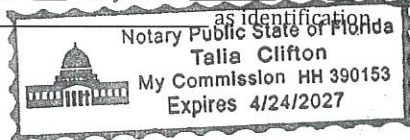
(Signature of person signing form)

Brett Villarreal

(Printed name and Title of person signing form)

STATE OF Florida
COUNTY OF Marion

This document was sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 2nd day of Feb, 2024, he/she is personally known to me or has presented



[Signature]
Notary Public

My Commission Expires: 4-24-27

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RFP.



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**RFP FORM 9D:
Public Entity Crimes Statement**

(To be signed in the presence of notary public or other officer authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant who, being by me first duly sworn, made the following statement:

This sworn statement is submitted with RFP, Proposal or Contract No. RFP No. 2024-001 for South Daytona Municipal Complex Roof Replacement. This sworn statement is submitted by Next Dimension Const + Roofing Brett Villarreal whose business address is 13624 S. US. Hwy 441 and (if applicable) its Federal Employer Identification Number (FEIN) is 81-4676061. (If the

entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

N/A.)

My name is Brett Villarreal and my relationship to the entity named above is

Owner / Manager
(relationship such as sole proprietor, partner, president, vice president)

- (1) I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
- (2) I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
- (3) I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
- (4) I understand that a "person" as defined in Paragraph 287.133(i)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which RFPs or applies to RFP on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- (5) Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).



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X

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order).

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

Nekt Dimension Construction + Roofing

(Name of Bidding Firm)

Beth Villanar

(Signature of person signing form)

Brett Villarreal

(Printed name and Title of person signing form)

STATE OF Florida
COUNTY OF marion

This document was sworn to (or affirmed) and subscribed before me by means of X physical presence or _____ online notarization, this 28th day of February, 2021, he/she is personally known to me or has presented _____ as identification.



[Signature]
Notary Public
My Commission Expires: 4-24-27

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RFP.



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**RFP FORM 9E:
Anti-Collusion Statement**

By signing this form, the Proposer agrees that this RFP is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a RFP for the same purpose and that the RFP is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned RFPs will be considered incomplete, and will be disqualified, and rejected.

IT IS AGREED BY THE UNDERSIGNED VENDOR THAT THE SIGNING AND DELIVERY OF THE RFP REPRESENTS THE VENDORS ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE VENDORS AND THE CITY OF SOUTH DAYTONA.

Brett Villarreal
(Signature of person signing form)

Brett Villarreal owner/manager
(Printed name and Title of person signing form)

Name of Bidder: Next Dimension Construction + Roofing

Address: 13624 S. US. Hwy 441

City/State/Zip: Summerfield, FL. 34491

Phone Number: (352) 857-1469 FAX Number: (____) _____

FEIN Number: 81-4676061

NO RFP may be withdrawn for a period of ninety (90) days subsequent to the submittal of the RFPs, without the consent of the City of South Daytona.

NO RFP (REASON):

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RFP.



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RFP FORM 9F: Statement of Vendor Qualifications

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in this Form is complete, true, and correct to the best of their knowledge and belief. If necessary, questions may be answered on separate paper and attached, with any additional information that may be pertinent.

- (1) Name of Vendor.
- (2) Permanent main office address.
- (3) Date organized.
- (4) If a corporation, where incorporated.
- (5) How many years have you been engaged in the contracting business under your present firm or trade name?
- (6) Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
- (7) General character of work performed by your company.
- (8) Have you ever failed to complete any work awarded to you? If so, where and why?
- (9) Have you ever defaulted on a contract? If so, where and why?
- (10) List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.
- (11) List your major equipment currently owned or leased.
- (12) Experience in work similar to this type of project.
- (13) Background and experience of the principal members of your organization, including the officers.
- (14) The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City in verification of the recitals comprising this Statement of Vendor Qualifications.

Next Dimension Construction + Roofing

(Name of Bidding Firm)

Brett Villarreal
(Signature of person signing form)

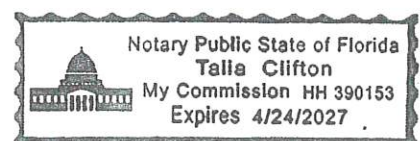
Brett Villarreal
(Printed name and Title of person signing form)

STATE OF Florida
COUNTY OF marion

This document was sworn to (or affirmed) and subscribed before me by means of X physical presence or ___ online notarization, this 29th day of February, 2024, he/she is personally known to me or has presented _____ as identification.

[Signature]
Notary Public
My Commission Expires: 4-24-27

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RFP.





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1. Next Dimension Construction
2. 13624 S US Hwy 441 Summerfield, Florida 34491
3. 12/12/2016
4. State of Florida
5. 8 Years
6. In the Pipeline
 - a. Villages Roofs \$775,000 will be completed in the next 3 months
 - b. Villages Trellis Work \$150,000 will be completed in the next 2 months
 - c. La Hacienda Addition \$650,000 Will be Completed in the next 10 weeks
7. Roofing and General Contracting
8. No
9. No
10. Recent Projects
 - a. Voltran Bus Wash and Fuel Canopy. \$650,000 Finished February 2024
 - b. Pinellas County School District. \$300,000 Finished September of 2023
11. Equipment
 - a. Equipter
 - b. Telehandler
 - c. Dumpster Roll off Trailer and Dumpsters
12. Performed 1,000's of squares of flat roofs over the past few years
13. Background
 - a. Brett Villarreal: Owned and operated a construction business for over 20 years, ranging from roofing, to additions, and ground up construction of commercial and government buildings, and roadways. Certified Crane Operator, as well as Heavy Equipment Operator. Brett has been with Next Dimension Construction since 2019.
 - b. Blaine Villarreal: Holds the state roofing license, as well as the general contractor's license. Has owned and operated Next Dimension Construction since 2016. Acts as the General Manager but has just as much experience on the job as anyone else in the company. He is also MOT certified and oversees the safety coordination on large projects. Blaine has 17 years of experience in the construction industry.
 - c. Shane Villarreal: Raised in a construction family, and has owned and operated Next Dimension Construction since 2016. Experience in Residential and commercial roofing, additions, commercial build outs, new home construction, and ground up commercial builds. Shane is in charge of managing the Production of Jobs. Ordering materials, overseeing the managerial staff, and quality control.
 - d. Lukas Villarreal: Hires and trains new employees. He oversees the marketing department of the company, as well oversees the sales manager. He works closely with Blaine Villarreal in the inner workings of the business and overall direction. Lukas has 8 experience in asphalt shingle roofing, concrete, and interior renovations.



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RFP FORM 9G:
Professional References for Previous Experience

The Vendor proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein.

Please provide three (3) current and correct references from clients for similar services. (Do not include the City of South Daytona)

Reference 1:

Company Name:	Pinellas County School District
City, State:	Largo, FL.
Contact Person:	Matt Cummings
Telephone Number:	727-224-4864
Email Address:	cummingsmatt@pcsb.org
Description of Goods or Services provided:	Reroofing project
Contract Amount:	575,000 -
Start/End Date of Contract:	8-1-2023 - 10-15-2023

Reference 2:

Company Name:	Public Storage
City, State:	Ocala, FL - Nation wide
Contact Person:	Chris Negron
Telephone Number:	305-763-5582
Email Address:	
Description of Goods or Services provided:	Multiple Roofing Projects TPO
Contract Amount:	over 1 million several 500K single projects
Start/End Date of Contract:	1-1-2023 10-1-2023



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Reference 3:

Company Name:	Volusia County
City, State:	DeLand FL. 32720
Contact Person:	Phillip Hughes
Telephone Number:	386-248-1760
Email Address:	phughes@Volusia.org
Description of Goods or Services provided:	Reroof TPO + Structural repairs @ Votran Bus Facility
Contract Amount:	590,000
Start/End Date of Contract:	12-1-2023 2-15-2024

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RFP.



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RFP FORM 9H:
Listing of Subcontractors

The Vendor proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. All subcontractors whose work product accounts for 5% or more of the total contract value shall be listed. Upon approval of subcontractors listed, the successful Vendor shall not substitute subcontractors without approval from the City. Vendor shall attach additional sheets as necessary.

Subcontractor 1:

Name:	None		
City, State:			
Description of Work:			
Percent of Contract Price:		Previous Experience Together:	<input type="checkbox"/> Yes <input type="checkbox"/> No

Subcontractor 2:

Name:	None		
City, State:			
Description of Work:			
Percent of Contract Price:		Previous Experience Together:	<input type="checkbox"/> Yes <input type="checkbox"/> No

Subcontractor 3:

Name:	None		
City, State:			
Description of Work:			
Percent of Contract Price:		Previous Experience Together:	<input type="checkbox"/> Yes <input type="checkbox"/> No

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**RFP FORM 9I:
Required Project Milestones**

The Vendor agrees to complete the required project milestones listed below within the time frame specified.

Milestone #1: Start Date 4-15-2024 Mobilization,
Stored materials, traffic control, public safety

Required Milestone #1 Completion Time*: 4-22-24

Milestone #2: Start roofing work 4-22-24

Required Milestone #2 Completion Time*: 6-30-24 substantial completion

Required Substantial Completion Time*: 120 Days

Required Final Completion Time*: 150 Days

The Vendor agrees to accept liquidated damages and pay the City **Five Hundred Dollars (\$500)** for each consecutive calendar day, including rain days and holidays, that expires after each of the required project milestone completion times listed above until each are completed or, if no construction milestones are listed, the time specified for final completion until the Work has been fully completed. All milestone completion dates, including substantial and final completion, will be determined solely by the City. The City has the option to retain this amount from the compensation otherwise paid to the Vendor. Should the total amount chargeable as liquidated damages exceed the amount due or payable to the Vendor or his/her Surety, then such excess shall be paid to the City by the Vendor or his/her Surety.

Brett Villarreal
(Signature of person signing form)

Brett Villarreal Owner/manager
(Printed name and Title of person signing form)

Name of Bidder: Next Dimension Construction + Roofing

Address: 13624 S. US. Hwy 441

City/State/Zip: Summerfield FL. 34491

Phone Number: (352) 857-1469 FAX Number: (N/A)

* All completion times listed are consecutive calendar days, including rain days and holidays, that expire from (and including) the date when the Contract Time commences to run as written in the Notice to Proceed.

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Executed in 1 Counterpart

**RFP FORM 9J:
Bid Bond**

KNOW ALL MEN BY THESE PRESENTS, that we NEXT DIMENSION CONSTRUCTION INC.

(hereinafter called the Principal) and The Gray Casualty & Surety Company

(hereinafter called the Surety) are held and firmly bound unto the City of South Daytona, Florida

(hereinafter called the Owner) in the sum of Five Percent of Amount Bid Dollars

(\$-----5%-----) lawful money of the United States of America, for the payment of which sum well

and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors,

jointly and severally, firmly by these presents:

WHEREAS, the Principal contemplates submitting or has submitted a bid to the City of South Daytona, Florida, for

South Daytona Municipal Complex Roof Replacement
RFP NO. 2024-001

WHEREAS, the Principal desires to file this bond in accordance with the law, in lieu of a certified or cashier's check otherwise required to accompany this Bid.

NOW, THEREFORE: the conditions of this obligation are such that if the Bid be accepted the Principal shall within ten (10) days after the receipt of notification of the acceptance thereof execute a contract in accordance with the Bid and upon the terms, conditions and unit or lump sum prices set forth therein, in the form and manner required by the City, and execute a sufficient and satisfactory Contract Bond payable to the City, in an amount not less than the total contract price, as indicated by the approximate quantities shown in the Bid, in form and with security satisfactory to the said City, then this obligation be void; otherwise to be and remain in full force and virtue in law; and the Surety shall upon the failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid City upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this 29th day of February, 2024.

NEXT DIMENSION CONSTRUCTION INC.

(Principal)

By: [Signature]

ATTEST: The Gray Casualty & Surety Company

(Surety)

By: [Signature]

Jeffrey W. Reich, Attorney-In-Fact & FL Licensed Resident Agent

[Signature]
Seal

Elizabeth Womack, Witness to Surety

Inquiries: 407-786-7770

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RFP.



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Florida Surety Bonds
02/28/2024 14:53 183792003458THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

Bond Number: N/A

Principal: NEXT DIMENSION CONSTRUCTION INC.

Project: NO. 2024-001, South Daytona Municipal Complex Roof Replacement

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Susan L. Reich, Jeffrey W. Reich, Kim E. Niv, Teresa L. Durham, Cheryl A. Foley, Robert P. O'Linn, Sarah K. O'Linn, Lisa A. Roseland, and Emily J. Golecki of Maitland, Florida jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.



By:

*Michael T. Gray*Michael T. Gray
President

The Gray Insurance Company

*Cullen S. Piske*Cullen S. Piske
President

The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.

Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana*Leigh Anne Henican*Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 29th day of February, 2024.

Mark S. Manguno

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 29th day of February, 2024.

Leigh Anne Henican



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Once awarded, the applicant will enter an Agreement similar to the one below:

STANDARD AGREEMENT FOR SERVICES

THIS Standard Agreement for Services (hereinafter this "Agreement") is made and entered into this 29 day of February 2024, by and between the **CITY OF SOUTH DAYTONA**, a Florida municipality, whose principal address is 1672 S. Ridgewood Avenue, South Daytona, Florida 32119 (hereinafter the "CITY") and Next Dimension Construction, a Florida corporation, whose principal address 13624 S US Hwy 441 (hereinafter "CONTRACTOR"). The CITY and CONTRACTOR are collectively referred to herein as the "PARTIES."

WITNESSETH

WHEREAS, the CITY is a political subdivision of the State of Florida, having a responsibility to provide certain services to benefit the citizens of the City of South Daytona; and

WHEREAS, the CITY has the full power and authority to enter into the transactions contemplated by this Agreement; and

WHEREAS, CONTRACTOR is in the business of providing the equipment, materials, labor and other such service as identified in Exhibit "A" in the City of South Daytona and elsewhere in the State of Florida; and

WHEREAS, CONTRACTOR is competent and has sufficient manpower, training, and technical expertise to perform the services contemplated by this Agreement in a timely and professional manner consistent with the standards of the industry in which CONTRACTOR operates; and

WHEREAS, Section 448.095, Fla. Stat., imposes certain obligations on public agencies with regard to the use of the E-Verify system by their contractors and subcontractors.

WHEREAS, CONTRACTOR was the successful bidder of a project competitively bid and identified as Invitation to Bid (Exhibit "A") for City of South Daytona which satisfies the CITY's Procurement Policy; and

WHEREAS, CONTRACTOR agrees to provide such goods and services as more particularly described in this Agreement, as well as in any bid or quotation documents issued in connection with this project.

NOW THEREFORE in consideration of the premises, and in consideration of the mutual conditions, covenants, and obligations hereafter expressed, the parties agree as follows:



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1. **Recitals.** The foregoing recitals are true and correct, constitute a material inducement to the parties to enter into this Agreement, and are hereby ratified and made a part of this Agreement.
2. **Description of Work.**
 - a. The CITY hereby retains CONTRACTOR to furnish goods and services as described in the Scope of Services, which is attached hereto as Exhibit "A" and incorporated herein by reference. Any conflict between the terms and conditions in the body of this Agreement and the terms and conditions set forth in Exhibit "A" will be resolved in favor of the body of this Agreement.
 - b. CONTRACTOR must provide all permits, labor, materials, equipment, and supervision necessary for the completion of the Scope of Services, unless specifically excluded.
 - c. CONTRACTOR must also comply with, and abide by, all requirements as contained in any invitation to bid (ITB), request for proposals (RFP), request for qualifications (RFQ), bid specifications, engineering plans, shop drawings, material lists, or other similar documents issued for this project by the CITY, together with any addenda, hereinafter the "Bid Documents, as applicable." The Bid Documents, if applicable, are hereby incorporated into this Agreement by reference and are declared to be material part of this Agreement.
3. **Provision of Services**
 - a. **Scope:** The CONTRACTOR hereby agrees to provide the proposed scope as identified in Exhibit "A."
 - b. **Manner and Place:** The work shall be performed as outlined in Exhibit "A," in accordance with Standard Construction Details as required and in a manner as required by all current federal, state, county, fire, building, and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinance. Contractors shall not deliver goods or services without a written Purchase Order(s) or Notice to Proceed(s), signed by an authorized agent of the CITY.
 - c. **Time and Essence:** CONTRACTOR acknowledges that time is of the essence for this Agreement.
 - d. **Authorization for Services:** This Agreement standing alone does not authorize the purchase of any work or services or require the CITY to place any orders for work or service. Authorization for performance of services by the CONTRACTOR under this agreement shall be in the form of a written Notice to Proceed issued and executed by the CITY. The CITY reserves the right to contract with other parties for work and services contemplated by this Agreement, as determined in the CITY's sole and absolute discretion.
 - e. **Liquidated Damages:** CONTRACTOR is responsible for commencing work under this Agreement within 30 days upon receipt of the Notice of Award and must substantially complete the work not later than 120 calendar days thereafter, and



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to fully complete the work within 150 calendar days. The CONTRACTOR shall not be entitled to any damages on account of hindrances or delays in construction from any cause whatsoever. This paragraph shall include but not be limited to any actions which result in delays in scheduling, substantial changes in scope of work, or substantial increases in the costs of performing the work under this Agreement.

Liquidated damages will be assessed against Vendor in the amount of \$500.00 per day, for each day after each milestone that the work contemplated is incomplete.

4. Payment.

- a. The CITY agrees to compensate CONTRACTOR, for work actually performed under this Agreement, at the rate or basis described in Exhibit "A", which is attached hereto and incorporated herein by reference. CONTRACTOR must perform all work required by the Scope of Services, but in no event will CONTRACTOR be paid more than the negotiated amount set forth in Exhibit "A".
- b. The CITY reserves the right to ratably withhold amounts in the event of the nonperformance of all or part of CONTRACTOR's obligations. CONTRACTOR must, without additional compensation, correct and revise any errors, omissions, or other deficiencies in its work product, services, or materials arising from the error or omission or negligent act of CONTRACTOR.

5. Acceptance of work product, payment, and warranty.

- a. Upon receipt of a periodic work product, or notice that work has progressed to a point of payment in accordance with Exhibit "A" attached or the Bid Documents, if any, together with an invoice sufficiently itemized to permit audit, the CITY will diligently review those documents. When it finds the work acceptable under this Agreement the installment payment, found to be due to CONTRACTOR, will be paid to CONTRACTOR within thirty (30) days after the date of receipt of the invoice, unless another payment schedule is provided in Exhibit "A". CONTRACTOR warrants that the data utilized by CONTRACTOR (other than as provided by the CITY) is from a source, and collected using methodologies, which are generally recognized in CONTRACTOR's industry or profession to be a reliable basis and foundation for CONTRACTOR's work product. CONTRACTOR must notify the CITY in writing if it appears, in CONTRACTOR's professional judgement that the data or information provided by the CITY for use in CONTRACTOR's work product is incomplete, defective, or unreliable. CONTRACTOR guarantees to amend, revise, or correct to the satisfaction of the CITY any error appearing in the work as a result of CONTRACTOR's failure to comply with the warranties and representations contained herein. Neither inspection nor payment, including final payment, by the CITY will relieve CONTRACTOR from its obligations to do and complete the work product in accordance with this Agreement.

6. Termination.

- a. Termination at Will: This Agreement may be terminated by the CITY in whole or in part at any time without cause by the CITY giving written notice to CONTRACTOR not less than 30 days prior to the date of termination; provided,



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however, that in such event, neither party will be relieved from its rights or obligations of this Agreement through the date of the actual termination. Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.

- b. Termination for Cause: This Agreement may be terminated by either party for cause by the CITY or CONTRACTOR giving written notice to the other party not less than 10 days prior to the date of termination; provided, however, that in such event, neither party will be relieved from its rights or obligations of this Agreement through the date of the actual termination. Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.

7. **Project management.**

- a. The Project Managers for this project are as follows. Any subsequent changes to the Project Manager for either party may be provided by notice as described in paragraph 8 below and does not require an amendment to this Agreement.
- b. CITY's Project Manager is: Adam Thornton, Public Works Director, 386-322-3082, athornton@southdaytona.org
- c. CONTRACTOR's Project Manager is: [...].

8. **Notices.** All notices to the parties under this Agreement must be in writing and sent certified mail to:

- a. To CITY: The City of South Daytona, Attention: City Manager, 1672 Ridgewood Avenue, South Daytona, Florida 32119;
- b. To CONTRACTOR: Next Dimension Construction Attention: Brett Villarreal
13624 S. HWY 441 Summerfield FL 34491
[insert street address], _____
[insert city, state, zip].

9. **Insurance.**

- a. CONTRACTOR must maintain such insurance as will fully protect both CONTRACTOR and the CITY from any and all claims under any Workers Compensation Act or Employers Liability Laws, and from any and all other claims of whatsoever kind or nature to the damage or property, or for personal injury, including death, made by anyone whomsoever, that may arise from operations carried on under this Agreement, either by CONTRACTOR, any subcontractor, or by anyone directly or indirectly engaged or employed by either of them.
- b. The insurance coverage required by this Agreement must not be less than the amounts described in the Bid Documents. If the Bid Documents do not state an insurance requirement or the amount of insurance, then the amount of insurance required by this Agreement must not be less than:



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- i. Workers' Compensation (unless exempt) with Employers' Liability with a limit of \$500,000.00 each accident, \$500,000.00 each employee, \$500,000.00 policy limit for disease;
 - ii. Commercial General Liability (CGL) insurance with a limit of not less than \$300,000.00 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project in the amount of \$600,000.00. CGL insurance shall be written on an occurrence form and include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury, and advertising injury. Damage to rented premises shall be included at \$100,000.00;
 - iii. Commercial Automobile Liability Insurance with a limit of not less than \$300,000.00 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos) and such policy shall be endorsed to provide contractual liability coverage; and
 - iv. Fire damage liability shall be included at \$300,000.00.
 - c. CONTRACTOR must furnish the CITY with Certificates of Insurance, which are to be signed by a person authorized by that insurer to bind coverage on its behalf. The CITY is to be specifically included as an additional insured and loss payee on all policies except Workers' Compensation. In the event the insurance coverage expires prior to the completion of the project, a renewal certificate must be issued 30 days prior to the expiration date. The policy must provide a 30 day notification clause in the event of cancellation or modification to the policy. All certificates of insurance must be on file with and approved by the CITY before commencement of any work activities.
 - d. The insurance coverages procured by CONTRACTOR as required herein will be considered as primary insurance over and above any other insurance, or self-insurance, available to CONTRACTOR, and any other insurance, or self-insurance available to CONTRACTOR will be considered secondary to, or in excess of, the insurance coverage(s) procured by CONTRACTOR as required herein.
10. **General Provisions.** CONTRACTOR must comply with the following general provisions:
- a. **Bond.** If a surety bond has been required by the Bid Documents for CONTRACTOR's faithful performance and payment, and if at any time the surety is no longer acceptable to the CITY, CONTRACTOR must, at its expense, within five (5) days after the receipt of notice from the CITY to do so, furnish an additional bond or bonds in such form and with such Surety or Sureties as are satisfactory to the CITY. The CITY will not make any further payment to CONTRACTOR, nor will any further payment be deemed to be due to CONTRACTOR, until such new or



additional security for the faithful performance of the work is furnished in a manner and form satisfactory to the CITY.

- b. **Compliance with Laws.** In providing the Scope of Services, CONTRACTOR must comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and hereafter adopted.
- c. **Personal nature of Agreement; Assignment.**
 - i. The parties acknowledge that the CITY places great reliance and emphasis upon the knowledge, expertise, training, and personal abilities of CONTRACTOR. Accordingly, this Agreement is personal and CONTRACTOR is prohibited from assigning or delegating any rights or duties hereunder without the specific written consent of the CITY.
 - ii. If CONTRACTOR requires the services of any subcontractor or professional associate in connection with the work to be performed under this Agreement, CONTRACTOR must obtain the written approval of the CITY Project Manager prior to engaging such subcontractor or professional associate. CONTRACTOR will remain fully responsible for the services of any subcontractors or professional associates.
- d. **Discrimination.**
 - i. CONTRACTOR shall not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. CONTRACTOR shall not exclude any person, on the grounds of age, ethnicity, race, religious belief, disability, national origin, or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under, this Agreement.
 - ii. CONTRACTOR shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management.
- e. **Independent contractor.**
 - i. CONTRACTOR is, and will be deemed to be, an independent contractor and not a servant, employee, joint adventurer, or partner of the CITY. None of CONTRACTOR's agents, employees, or servants are, or will be deemed to be, the agent, employee, or servant of the CITY. None of the benefits, if any, provided by the CITY to its employees, including but not limited to, compensation insurance and unemployment insurance, are available from the CITY to the employees, agents, or servants of CONTRACTOR. CONTRACTOR will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, and subcontractors during the



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performance of this Agreement. Although CONTRACTOR is an independent contractor, the work contemplated herein must meet the approval of the CITY and is subject to the CITY's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR must comply with all Federal, State and municipal laws, rules and regulations that are now or may in the future become applicable to CONTRACTOR, or to CONTRACTOR's business, equipment, or personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations. The CITY will not be held responsible for the collection of or the payment of taxes or contributions of any nature on behalf of CONTRACTOR.

- ii. CONTRACTOR will bear all losses resulting to it on account of the amount or character of the work, or because of bad weather, or because of errors or omissions in its contract price.
- iii. CONTRACTOR must utilize, and must expressly require all subcontractors to utilize, the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONTRACTOR and any subcontractors during the Term of this Agreement.

f. **Indemnification.**

- i. CONTRACTOR must indemnify and hold the CITY harmless against and from any and all claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses, including attorney's fees and court costs, incurred by the CITY, or its agents, officers, or employees, arising directly or indirectly from CONTRACTOR's performance under this Agreement or by any person on CONTRACTOR's behalf, including but not limited to those claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses arising out of any accident, casualty, or other occurrence causing injury to any person or property. This includes persons employed or utilized by CONTRACTOR (including CONTRACTOR's agents, employees, and subcontractors). CONTRACTOR must further indemnify the CITY against any claim that any product purchased or licensed by the CITY from CONTRACTOR under this Agreement infringes a United States patent, trademark, or copyright. CONTRACTOR acknowledges that CONTRACTOR has received consideration for this indemnification, and any other indemnification of the CITY by CONTRACTOR provided for within the Bid Documents, the sufficiency of such consideration being acknowledged by CONTRACTOR, by CONTRACTOR's execution of this Agreement. CONTRACTOR's obligation will not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance, whether such insurance is in connection with this Agreement or otherwise. Such indemnification is in addition to any and all other legal remedies available to the CITY and not considered to be the CITY's exclusive remedy.
- ii. In the event that any claim in writing is asserted by a third party which may entitle the CITY to indemnification, the CITY must give notice thereof to CONTRACTOR, which notice must be accompanied by a copy of statement



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of the claim. Following the notice, CONTRACTOR has the right, but not the obligation, to participate at its sole expense, in the defense, compromise or settlement of such claim with counsel of its choice. If CONTRACTOR does not timely defend, contest, or otherwise protect against any suit, action or other proceeding arising from such claim, or in the event the CITY decides to participate in the proceeding or defense, the CITY will have the right to defend, contest, or otherwise protect itself against same and be reimbursed for expenses and reasonable attorney's fees and, upon not less than ten (10) days notice to CONTRACTOR, to make any reasonable compromise or settlement thereof. In connection with any claim as aforesaid, the parties hereto must cooperate fully with each other and make available all pertinent information necessary or advisable for the defense, compromise or settlement of such claim.

- iii. The indemnification provisions of this paragraph will survive the termination of this Agreement.

- g. **Sovereign Immunity.** Nothing in this Agreement extends, or will be construed to extend, the CITY's liability beyond that provided in section 768.28, Florida Statutes. Nothing in this Agreement is a consent, or will be construed as consent, by the CITY to be sued by third parties in any matter arising out of this Agreement.

- h. **Public records.**
 - i. CONTRACTOR is a "Contractor" as defined by Section 119.0701(1)(a), Florida Statutes, and must comply with the public records provisions of Chapter 119, Florida Statutes, including the following:
 - 1. Keep and maintain public records required by the CITY to perform the service.
 - 2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
 - 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of the Agreement if CONTRACTOR does not transfer the records to the CITY.
 - 4. Upon completion of this Agreement, transfer, at no cost, to the CITY all public records in possession of CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If CONTRACTOR transfers all public records to the CITY upon completion of this Agreement, CONTRACTOR must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of this Agreement, CONTRACTOR must meet all applicable requirements



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for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

- ii. "Public records" is defined in Section 119.011(12), Florida Statutes, as may, from time to time, be amended.
 - iii. If CONTRACTOR asserts any exemptions to the requirements of Chapter 119 and related law, CONTRACTOR will have the burden of establishing such exemption, by way of injunctive or other relief as provided by law.
 - iv. CONTRACTOR consents to the CITY's enforcement of CONTRACTOR's Chapter 119 requirements, by all legal means, including, but not limited to, a mandatory injunction, whereupon CONTRACTOR must pay all court costs and reasonable attorney's fees incurred by CITY.
 - v. CONTRACTOR's failure to provide public records within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. Further, such failure by CONTRACTOR will be grounds for immediate unilateral cancellation of this Agreement by the CITY.
 - vi. **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 CUSTODIAN OF PUBLIC RECORDS, DEPUTY CITY CLERK BECKY WITTE, AT 386-322-3011; BWITTE@SOUTHDAYTONA.ORG; MAILING ADDRESS: 1672 RIDGEWOOD AVE., SOUTH DAYTONA, FL 32119.**
- i. **Federal or State Funding.** If any portion of the funding for this Agreement is derived from the State of Florida, or any department of the State of Florida, or from federal funding through the State of Florida, the provisions of this sub-paragraph shall apply, provisions elsewhere in this Agreement to the contrary notwithstanding. CONTRACTOR shall make inquiry from the CITY's Project Manager to determine whether Federal or State funding is applicable to this Agreement.
- i. E-Verify. CONTRACTOR must utilize, and must expressly require all subcontractors to utilize, the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONTRACTOR during the Term of this Agreement.
 - ii. Agency. CONTRACTOR agrees and acknowledges that it, its employees, and its subcontractors are not agents or employees of the Federal Government, of the State of Florida, or of any department of the Federal Government or the State of Florida.
 - iii. Indemnification. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless the CITY, the Federal Government, the State of Florida, any department of the Federal Government or the State of



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Florida, and all officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the CITY's sovereign immunity.

- iv. Workers' Compensation Insurance. CONTRACTOR must provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, CONTRACTOR must ensure that the subcontractor(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), CONTRACTOR must ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. CONTRACTOR must ensure that any equipment rental agreements that include operators or other personnel who are employees of independent Contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.
- v. Liability Insurance. Contractor shall carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. CONTRACTOR shall cause the State of Florida to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the State of Florida as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Contract, and may not be shared with or diminished by claims unrelated to this Agreement. The policy/ies and coverage described herein may be subject to a deductible. CONTRACTOR shall pay all deductibles as required by the policy. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention. At all renewal periods which occur prior to final acceptance of the work, the CITY and the State of Florida shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The CITY and the State of Florida shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed



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change to any policy or coverage described herein. The CITY's or the State of Florida's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the CITY or the State of Florida may have.

- vi. **Inspections.** CONTRACTOR shall permit, and require its subcontractors to permit, the CITY's and the State of Florida's authorized representatives to inspect all work, materials, payrolls, and records, to audit the books, records, and accounts pertaining to the financing and development of the Services described in the Contract Documents.
 - vii. **Auditor General Cooperation.** CONTRACTOR shall comply with §20.055 (5), Florida Statutes, and shall incorporate in all subcontracts the obligation to comply with §20.055 (5), Florida Statutes.
- j. **E-Verify Compliance.** Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Contractor requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat.
- k. **Federal-Aid Construction Contract.** If this is a federal-aid construction project, it shall be subject to the provisions in Exhibit "A", which is attached hereto and incorporated herein by reference.
11. **Miscellaneous Provisions.** The following miscellaneous provisions apply to this Agreement:
- a. **Binding Nature of Agreement.** This Agreement is binding upon the successors and assigns of the parties hereto.
 - b. **Entire Agreement.** This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. CONTRACTOR recognizes that any representations, statements, or negotiations made by the City staff do not suffice to legally bind the CITY in a contractual relationship unless they have been reduced to writing, authorized, and signed by the authorized CITY representatives.
 - c. **Amendment.** No modification, amendment, or alteration in the terms or conditions of this Agreement will be effective unless contained in a written document executed with the same formality as this Agreement.
 - d. **Severability.** If any term or provision of this Agreement is held, to any extent, invalid or unenforceable, as against any person, entity, or circumstance during the Term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity will not affect any other term or provision of this



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Agreement, to the extent that the Agreement will remain operable, enforceable, and in full force and effect to the extent permitted by law.

- e. **Construction.** If any provision of this Agreement becomes subject to judicial interpretation, the court interpreting or considering such provision should not apply the presumption or rule of construction that the terms of this Agreement be more strictly construed against the party which itself or through its counsel or other agent prepared it. All parties hereto have participated in the preparation of the final form of this Agreement through review by their respective counsel, if any, or the negotiation of specific language, or both, and, therefore, the application of such presumption or rule of construction would be inappropriate and contrary to the intent of the parties.
- f. **Headings.** All headings in this Agreement are for convenience only and are not to be used in any judicial construction or interpretation of this Agreement or any paragraph.
- g. **Waiver.** The indulgence of either party with regard to any breach or failure to perform any provision of this Agreement does not constitute a waiver of the provision or any portion of this Agreement, either at the time the breach or failure occurs or at any time throughout the term of this Agreement. The review of, approval of, or payment for any of CONTRACTOR's work product, services, or materials does not operate as a waiver, and should not be construed as a waiver, of any of the CITY's rights under this Agreement, or of any cause of action the CITY may have arising out of the performance of this Agreement.
- h. **Force Majeure.** Notwithstanding any provisions of this Agreement to the contrary, the parties will not be held liable if failure or delay in the performance of this Agreement arises from fires, floods, strikes, embargos, acts of the public enemy, unusually severe weather, out break of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties. This provision does not apply if the "Scope of Services" of this Agreement specifies that performance by CONTRACTOR is specifically required during the occurrence of any of the events herein mentioned.
- i. **Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes.** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or



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the company is engaged in business operations in Cuba or Syria. CONTRACTOR hereby certifies that Contractor is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. CONTRACTOR further hereby certifies that CONTRACTOR is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. CONTRACTOR understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject CONTRACTOR to civil penalties, attorney's fees, and/or costs. CONTRACTOR further understands that any contract with CITY for goods or services of any amount may be terminated at the option of CITY if CONTRACTOR (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of CITY if the CONTRACTOR is found to have submitted a false certification, 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, or has been engaged in business operations in Cuba or Syria.

- j. **Law; Venue.** This Agreement is being executed in Volusia County, Florida and is governed in accordance with the laws of the State of Florida. Venue of any action hereunder will be in Volusia County, Florida.

12. **Special Provisions.**

- a. This Agreement is a non-exclusive contract; the CITY is not prohibited, or deemed to be prohibited, from bidding similar services either as an independent job or a component of a larger project.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement effective the date first written above.

CITY OF SOUTH DAYTONA,
A Florida Municipality

WILLIAM C. HALL, Mayor

ATTEST:

(Seal)

JAMES L. GILLIS, City Manager

Date signed by CITY: _____



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by [...] Br. 2 H

[...], as its President and authorized agent

(CORPORATE SEAL)

ATTEST:

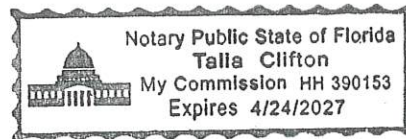
Denise Dasoukels
[...], Secretary

STATE OF Florida
COUNTY OF Marion

The foregoing instrument was acknowledged before me by means of ☒ physical presence or
☐ online notarization, this 29th day of Feb, 2024, by Blaine Villarreal of Nxt Dimension Construction, a
Florida corporation, on behalf of the corporation, and he/she is personally known to me or
has produced _____ as identification.

Talia Clifton
Signature of Notary Public - State of Florida

Talia Clifton
Printed/Typed/Stamped Name of Notary
My commission expires: 4-24-27



End of Solicitation Documents



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NEXT DIMENSION

CONSTRUCTION & ROOFING

RFP #2024-001

**PROPOSED SCOPE OF WORK
FOR REROOFING PROJECT FOR:**

**South Daytona Municipal Complex
City Hall
1672 South Ridgewood Avenue
South Daytona, FL 32119**



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Our Scope of work includes the replacement of the 4 skylights along with the replacement of the roof hatch. Attached is the specs on the items we will be using.



ORIGINAL

VELUX®

Commercial

QUOTE #: 5326006-9615538R1

Email: commercialestimating.us@velux.com
Phone: 1-800-888-3589

Date: 02/15/2024

Job Name: 1st Class Roofing

Qty	Material # and Description	Unit Price (Freight Not Included)	Extended Price
4	SPECIAL C4PH 350 SERIES HVY PYR W HURRICANE GLASS Length Along Sill: 8'-6 Width: 8'-6 Bays Upslope: 1 Pitch: 6:12 Bays Along Length: 2 Per Side Glazing Area (SqFt): 81 Sq. Ft. Glazing Selection: 1 5/16" I.G.; 1/4" Clear Temp SN-68 (2) Over 9/16" Clear H.S. Lami - Argon Filled, .090 SG Interlayer Finish: Standard AAMA 2604 Finish - 10 Year Warranty Approx. Weight - total system including IGU: 1,251 Lbs. Assembly Method: Ships knocked Down/Unglazed Glazing Method: Glazing ships direct to customer		

Standard submittal package on custom products includes basic shop drawings. *Contact VELUX for charges for Stamped Drawings and Calculations*

**ACUDOR****ORIGINAL****RHG LADDER ACCESS PRODUCT INFORMATION**

RHG

GALVANIZED LADDER ACCESS ROOF HATCH

Application

Acudor Ladder Access Roof Hatches are designed to provide convenient, economical access to the roof of a building

Features RHG

- Weather tight construction
- Convenient one-hand operation
- 12" high insulated curb
- Supports 40lbs./sq. ft. live load
- G90 Galv. Steel
- Stainless Steel Hardware

Optional Features RHG

- Stainless Steel cover, curb
- Polycarbonate domes for daylighting
- Louvered Curbs
- Curb Mounted Units
- Curb pitch corrected for sloped roof
- Higher curb heights for "green roof" applications

RHG Specifications:

Cover: Double-skin construction ("in box type design") with 1" Polyiso (R-6) insulation and a continuous EPDM foam weather/draft seal gasket that is attached to the inside of cover to provide a flush, tight fit. Designed to support a live load of 40lbs./sq. ft., the cover is 14 gauge galvanized steel with a 22 gauge galvanized steel inside liner.

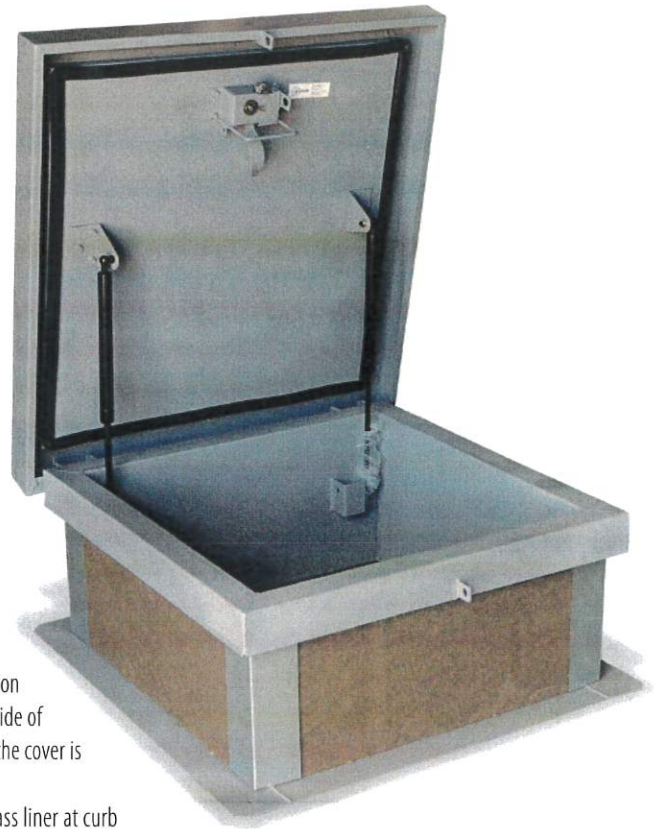
Curb: 14 gauge galvanized steel with 1" thick Polyiso (R-6) insulation with Fiberglass liner at curb exterior. Curb is 12" high, with 3.375" wide bottom flange and pre-drilled mounting holes.

Hinge: Heavy duty galvanized steel pintle hinges with 3/8" SS pin

Opening: Gas spring operators allow cover to open and close with ease. Stainless Steel inside pull handle allows for easy control when closing cover.

Door Latch: Self latching, zinc plated outside T handle with stainless steel inside lock and lever assembly. Heavy duty detention lock with paracentric key. Unit also has inside and outside padlock provisions.

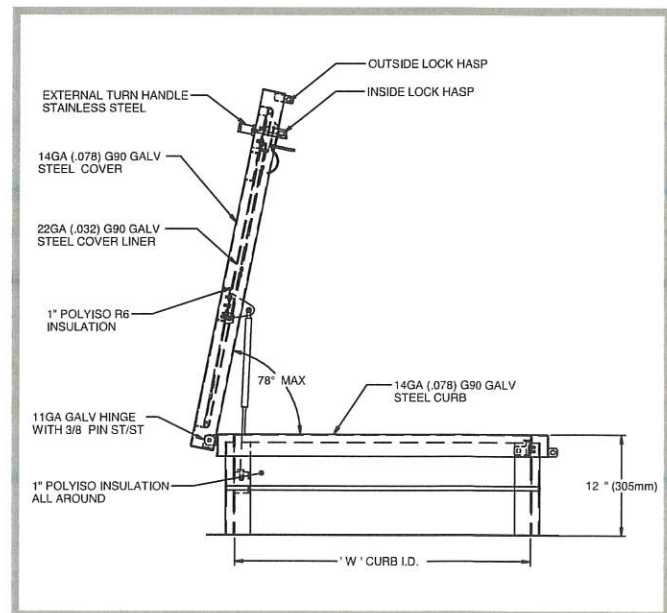
Finish: Material is prepared with an iron phosphate wash, followed by a rust inhibiting primer, and then a baked on polyester enamel paint.



RHG STANDARD SIZES (other sizes available)

Model	Curb ID W&L	Weight per Hatch
	inches (mm)	lbs. (kg.)
G3232	24 x 24 (610 x 610)	125 (56.8)
G3238	24 x 30 (610 x 762)	130 (58.9)
G3244	24 X 36 (610 X 914)	135 (61.4)
G3838	30 x 30 (762 x 762)	140 (63.5)
G3844	30 x 36 (762 x 914)	155 (70.5)
G4444	36 x 36 (914 x 914)	170 (77.3)

For detailed specifications see submittal sheet



U.S.A.: info@acudor.com / 800.722.0501

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INTERNATIONAL: info@acudorintl.com / 905.428.2240

MEXICO: infomx@acudor.com / +521 (844) 101-0081

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SITE: www.acudor.com

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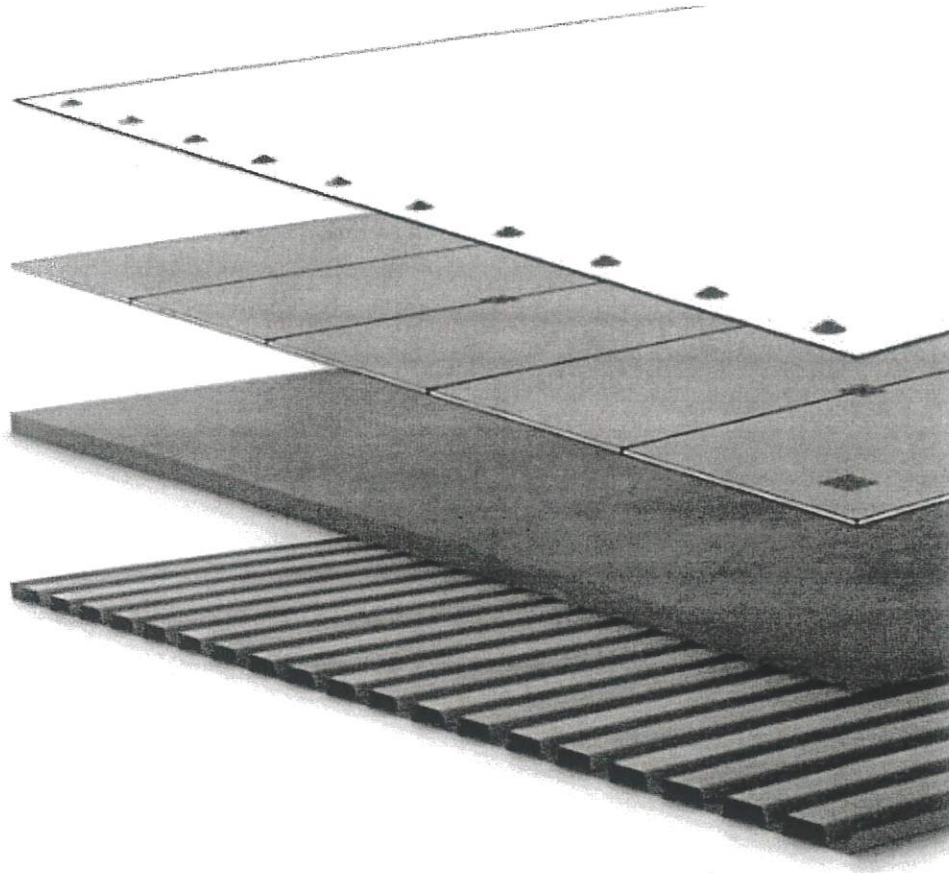
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3-part Specification

South Daytona Municipal Complex City Hall

1672 South Ridgewood Avenue
South Daytona, FL 32119

Florida Approval #FL16039-R19



PART 1 GENERAL

1.1 SUMMARY

- A. Membrane Type: Duro-Tuff Membrane (Roll Goods)
 - 1. Membrane Color: White
 - 2. Attachment Type: Mechanically Fastened
 - 3. Fasteners: Duro-Last® EHD Screw (#15)
 - 4. Plates: Duro-Last® Cleat Plate™



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- B. Slip Sheet Type: Duro-Guard XPS
 - 1. Attachment Type: Mechanically Fastened
 - 2. Fasteners: Duro-Last® EHD Screw (#15)
 - 3. Plates: Duro-Last® 3-Inch Metal Plate
- C. Existing Roof Type: BUR Gravel
 - 1. Existing Roof Thickness: Varies
 - 2. Core Samples: Yes
 - 3. Attachment Type: Mechanically Fastened
- D. Deck Type: LWIC/Steel Deck (26 ga)
- E. Prefabricated flashings, corners, parapets, stacks, vents, and related details.
- F. Fasteners, adhesives, and other accessories required for a complete roofing installation.
- G. Traffic Protection.

1.2 REFERENCES

- A. ASTM INTERNATIONAL (ASTM)
 - 1. (2019) Standard Test Methods for Coated Fabrics (D751)
 - 2. (2021) Standard Specification for Poly(Vinyl Chloride) Sheet Roofing (D4434/D4434M)
 - 3. (2022) Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board (C1289)
 - 4. (2020) Standard Test Methods for Fire Tests of Roof Coverings (E108)
 - 5. (2020) Standard Test Methods for Fire Tests of Building Construction and Materials (E119)
- B. UL SOLUTIONS (UL)
 - 1. (2021) UL Roofing Systems (TGFU.R10128)
- C. AMERICAN SOCIETY OF CIVIL ENGINEERS (ASCE)
 - 1. (2007) Minimum Design Loads for Buildings And Other Structures (ASCE Standard - ASCE/SEI 7-05)
 - 2. (2014) Minimum Design Loads for Buildings and Other Structures (ASCE Standard - ASCE/SEI 7-10)
 - 3. (2017) Minimum Design Loads and Associated Criteria for Buildings and Other Structures (ASCE Standard - ASCE/SEI 7-16)
- D. NATIONAL ROOFING CONTRACTORS ASSOCIATION (NRCA)
 - 1. (2019) NRCA Roofing Manual - Membrane Systems



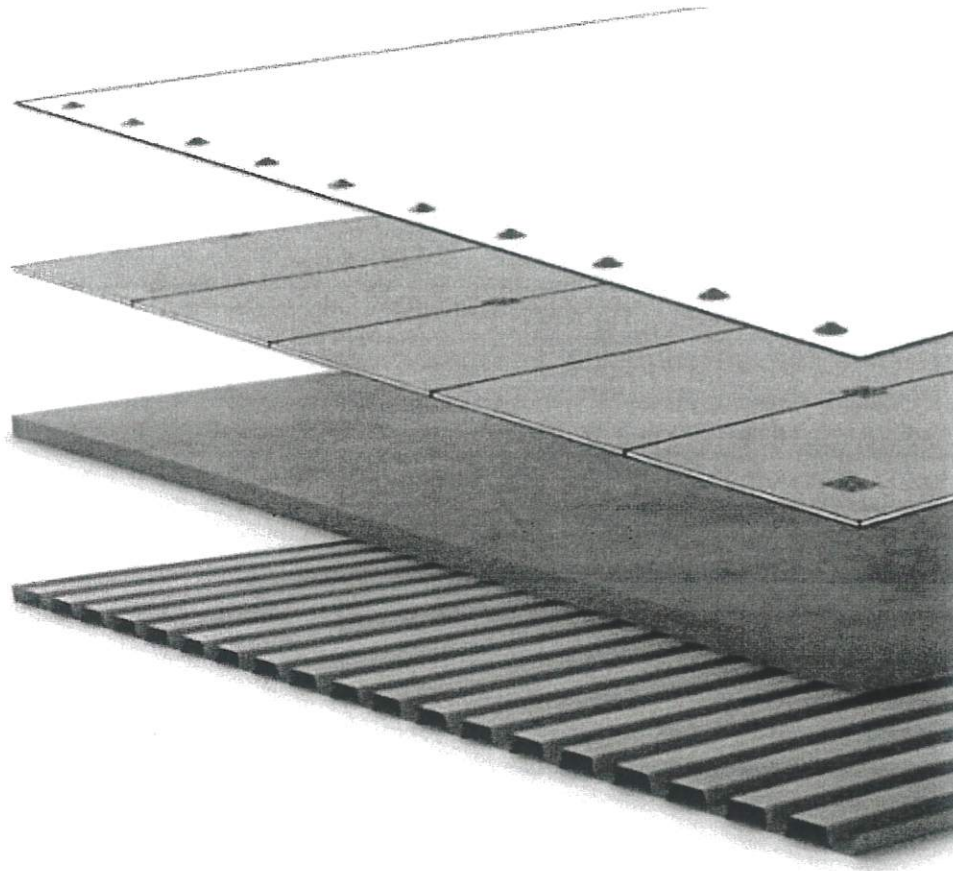
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3-part Specification

South Daytona Municipal Complex West Police Department

1672 South Ridgewood Avenue
South Daytona, FL 32119

Florida Approval #FL16039-R19



PART 1 GENERAL

1.1 SUMMARY

- A. Membrane Type: Duro-Tuff Membrane (Roll Goods)
 - 1. Membrane Color: White
 - 2. Attachment Type: Mechanically Fastened
 - 3. Fasteners: Duro-Last® EHD Screw (#15)
 - 4. Plates: Duro-Last® Cleat Plate™



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- B. Slip Sheet Type: Duro-Guard XPS
 - 1. Attachment Type: Mechanically Fastened
 - 2. Fasteners: Duro-Last® EHD Screw (#15)
 - 3. Plates: Duro-Last® 3-Inch Metal Plate
- C. Existing Roof Type: Mod Bit
 - 1. Existing Roof Thickness: 8.5"
 - 2. Core Samples: Yes
- D. Deck Type: Steel Deck (22 ga)
- E. Prefabricated flashings, corners, parapets, stacks, vents, and related details.
- F. Fasteners, adhesives, and other accessories required for a complete roofing installation.
- G. Traffic Protection.

1.2 REFERENCES

- A. ASTM INTERNATIONAL (ASTM)
 - 1. (2019) Standard Test Methods for Coated Fabrics (D751)
 - 2. (2021) Standard Specification for Poly(Vinyl Chloride) Sheet Roofing (D4434/D4434M)
 - 3. (2022) Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board (C1289)
 - 4. (2020) Standard Test Methods for Fire Tests of Roof Coverings (E108)
 - 5. (2020) Standard Test Methods for Fire Tests of Building Construction and Materials (E119)
- B. UL SOLUTIONS (UL)
 - 1. (2021) UL Roofing Systems (TGFU.R10128)
- C. AMERICAN SOCIETY OF CIVIL ENGINEERS (ASCE)
 - 1. (2007) Minimum Design Loads for Buildings And Other Structures (ASCE Standard - ASCE/SEI 7-05)
 - 2. (2014) Minimum Design Loads for Buildings and Other Structures (ASCE Standard - ASCE/SEI 7-10)
 - 3. (2017) Minimum Design Loads and Associated Criteria for Buildings and Other Structures (ASCE Standard - ASCE/SEI 7-16)
- D. NATIONAL ROOFING CONTRACTORS ASSOCIATION (NRCA)
 - 1. (2019) NRCA Roofing Manual - Membrane Systems



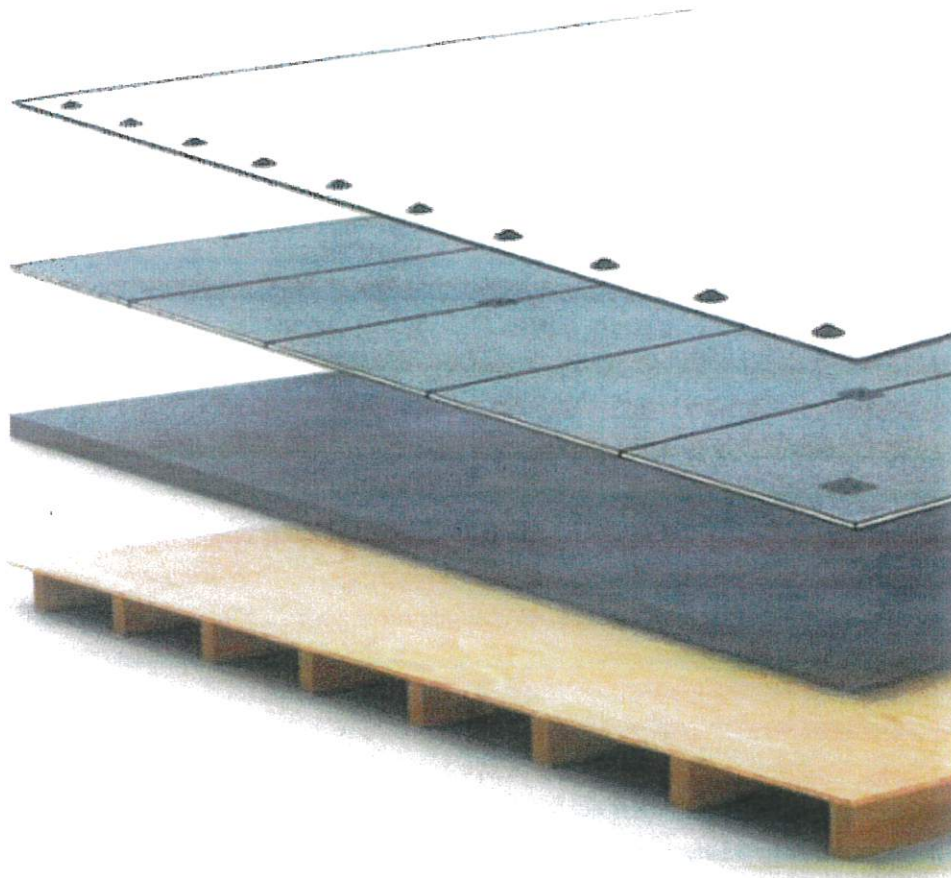
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3-part Specification

South Daytona Municipal Complex Fire Station

1672 South Ridgewood Avenue
South Daytona, FL 32119

Florida Approval #FL16039-R19



PART 1 GENERAL

1.1 SUMMARY

- A. Membrane Type: Duro-Tuff Membrane (Roll Goods)
 - 1. Roll Width: 60" (Installed widths may vary)
 - 2. Membrane Color: White
 - 3. Attachment Type: Mechanically Fastened
 - 4. Fasteners: Duro-Last® EHD Screw (#15)



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- 5. Plates: Duro-Last® Cleat Plate™
- B. Slip Sheet Type: Duro-Guard XPS
 - 1. Attachment Type: Mechanically Fastened
 - 2. Fasteners: Duro-Last® EHD Screw (#15)
 - 3. Plates: Duro-Last® 3-Inch Metal Plate
- C. Existing Roof Type: BUR Gravel
 - 1. Existing Roof Thickness: 4.5"
 - 2. Core Samples: Yes
 - 3. Attachment Type: Mechanically Fastened
- D. Deck Type: Plywood Deck (19/32 in.)
- E. Prefabricated flashings, corners, parapets, stacks, vents, and related details.
- F. Fasteners, adhesives, and other accessories required for a complete roofing installation.
- G. Traffic Protection.

1.2 REFERENCES

- A. ASTM INTERNATIONAL (ASTM)
 - 1. (2019) Standard Test Methods for Coated Fabrics (D751)
 - 2. (2021) Standard Specification for Poly(Vinyl Chloride) Sheet Roofing (D4434/D4434M)
 - 3. (2022) Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board (C1289)
 - 4. (2020) Standard Test Methods for Fire Tests of Roof Coverings (E108)
 - 5. (2020) Standard Test Methods for Fire Tests of Building Construction and Materials (E119)
- B. UL SOLUTIONS (UL)
 - 1. (2021) UL Roofing Systems (TGFU.R10128)
- C. AMERICAN SOCIETY OF CIVIL ENGINEERS (ASCE)
 - 1. (2007) Minimum Design Loads for Buildings And Other Structures (ASCE Standard - ASCE/SEI 7-05)
 - 2. (2014) Minimum Design Loads for Buildings and Other Structures (ASCE Standard - ASCE/SEI 7-10)
 - 3. (2017) Minimum Design Loads and Associated Criteria for Buildings and Other Structures (ASCE Standard - ASCE/SEI 7-16)
- D. NATIONAL ROOFING CONTRACTORS ASSOCIATION (NRCA)
 - 1. (2019) NRCA Roofing Manual - Membrane Systems
 - 1. roof assembly fire hazard requirements.

1.3 SYSTEM DESCRIPTION

- A. General: Provide installed roofing membrane and base flashings that remain watertight; do not permit the passage of water; and resist specified uplift pressures, thermally induced movement, and exposure to weather without failure.
- B. Material Compatibility: Provide roofing materials that are compatible with one another under conditions of service and application required, as demonstrated by roofing membrane manufacturer based on testing and field experience.
- C. Physical Properties (must meet or exceed):
 - 1. Roof product must meet the requirements of Type III PVC sheet roofing as defined by ASTM D4434.
 - 2. Thickness: 50 mil, nominal, in accordance with ASTM D751.
 - 3. Thickness over Scrim: ≥ 26 mil in accordance with ASTM D7635.
 - 4. Breaking Strength: ≥ 423 lbf. (machine direction) and ≥ 278 lbf. (cross machine direction) in accordance with ASTM D751 Grab Method.
 - 5. Elongation at Break: $\geq 31\%$ (machine direction) and $\geq 30\%$ (cross machine direction) in accordance with ASTM D751 Grab Method.
 - 6. Seam Strength: ≥ 423 lbf. in accordance with ASTM D751 Grab Method.
 - 7. Tear Strength: ≥ 90 lbf. (machine direction) and ≥ 143 lbf. (cross machine direction) in accordance with ASTM D751 Procedure B.
 - 8. Low Temperature Bend: Pass at -40 °F in accordance with ASTM D2136.
 - 9. Heat Aging: Pass after being conditioned for 56 days in oven maintained at 176 °F in accordance with ASTM D3045.
 - 10. Accelerated Aging: Pass after 10,000 hours of total test time in accordance with ASTM G155.
 - 11. Dimensional Stability: Change of 0.20% (machine direction) and 0.10% (cross machine direction) in accordance with ASTM 1204.
 - 12. Water Absorption: $< 2.6\%$ at 158 °F for 168 hours in accordance with ASTM D570.
 - 13. Static Puncture Resistance: ≥ 33 lbf. in accordance with ASTM D5602.
 - 14. Dynamic Puncture Resistance: ≥ 14.7 ft-lbf. in accordance with ASTM D5635.
- D. Cool Roof Rating Council (CRRC) (Membrane must be listed on the CRRC website):
 - 1. Solar Reflectance (Initial): $\geq 85\%$
 - 2. Solar Reflectance (3-Year Aged): $\geq 73\%$
 - 3. Thermal Emittance (Initial): $\geq 89\%$
 - 4. Thermal Emittance (3-Year Aged): $\geq 88\%$
 - 5. Solar Reflectance Index (SRI) (Initial): $\geq 108\%$
 - 6. Solar Reflectance Index (SRI) (3-Year Aged): $\geq 90\%$



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1.4 SUBMITTALS

- A. Product data sheets to be used, with the following information included:
 - 1. Preparation instructions and recommendations
 - 2. Storage and handling requirements and recommendations
 - 3. Installation methods
 - 4. Maintenance requirements
- B. Sustainability Documentation:
 - 1. NSF/ANSI Standard 347 Certificate
 - 2. Type III product-specific Environmental Product Declaration
- C. Shop Drawings: Indicate insulation pattern, overall membrane layout, field seam locations, joint or termination detail conditions, and location of fasteners.
- D. Provide verification samples for each product specified (two samples representing each product, color and finish):
 - 1. 4-inch by 6-inch sample of roofing membrane, of color specified.
 - 2. 4-inch by 6-inch sample of walkway pad.
 - 3. Termination bar, fascia bar with cover, drip edge, and gravel stop if to be used.
 - 4. Each fastener type to be used for installing membrane, insulation/recover board, termination bar and edge details.
- E. Installer Certification: Certification from the roofing system manufacturer that Installer is approved, authorized, or licensed by manufacturer to install roofing system.
- F. Manufacturer's warranties.

1.5 QUALITY ASSURANCE

- A. Perform work in accordance with manufacturer's installation instructions.
- B. Manufacturer Qualifications: A manufacturer specializing in the production of PVC membranes systems and utilizing a Quality Control Manual during the production of the membrane roofing system that has been approved by and is inspected by Underwriters Laboratories.
- C. Installer Qualifications: Company specializing in installation of roofing systems similar to those specified in this project and approved by the roofing system manufacturer.
- D. Source Limitations: Obtain components for membrane roofing system from roofing membrane manufacturer.
- E. There shall be no deviations from the roof membrane manufacturer's specifications or the approved shop drawings without the prior written approval of the manufacturer.

1.6 REGULATORY REQUIREMENTS

- A. Conform to applicable code for roof assembly fire hazard, wind uplift, and cool roof requirements.



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- B. Fire Hazard Requirements: Provide membrane roofing materials with the following fire-test-response characteristics. Materials shall be identified with appropriate markings of applicable testing and inspecting agency.
 - 1. Class A
 - 2. Fire-test-response standard: Comply with ASTM E108 for application and roof slopes indicated.
 - 3. Fire-Resistance Ratings: Comply with ASTM E119 for fire-resistance-rated roof assemblies of which roofing system is a part.
 - 4. Conform to applicable code for roof assembly fire hazard requirements.
- C. Wind Uplift Requirements: Roofing System Design: Provide a roofing system designed to resist uplift pressures calculated according to the current edition of ASCE/SEI 7, Minimum Design Loads and Associated Criteria for Buildings and Other Structures.

1.7 PRE-INSTALLATION MEETING

- A. Convene meeting not less than one week before starting work of this section.
- B. Review methods and procedures related to roof deck construction and roofing system including, but not limited to, the following:
 - 1. Meet with Owner, Architect, Owner's insurer if applicable, testing and inspecting agency representative, roofing installer, roofing system manufacturer's representative, deck installer, and installers whose work interfaces with or affects roofing including installers of roof accessories and roof-mounted equipment.
 - 2. Review and finalize construction schedule and verify availability of materials, installer's personnel, equipment, and facilities needed to make progress and avoid delays.
 - 3. Examine deck substrate conditions and finishes for compliance with requirements, including flatness and fastening.
 - 4. Review structural loading limitations of roof deck during and after roofing.
 - 5. Review base flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that will affect roofing system.
 - 6. Review governing regulations and requirements for insurance and certificates if applicable.
 - 7. Review temporary protection requirements for roofing system during and after installation.
 - 8. Review roof observation and repair procedures after roofing installation.
 - 9. Review existing roof manufacturer's recycling program and return roofing system to the manufacturer for recycling.

1.8 DELIVERY, STORAGE AND HANDLING



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- A. Deliver roofing materials to Project site in original containers with seals unbroken and labeled with manufacturer's name, product brand name and type, date of manufacture, and directions for storing and mixing with other components.
- B. Store liquid materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by roofing system manufacturer. Protect stored liquid material from direct sunlight.
- C. Protect roof insulation materials from physical damage and from deterioration by sunlight, moisture, soiling, and other sources. Store in a dry location. Comply with insulation manufacturer's written instructions for handling, storing, and protecting during installation.
- D. Store roof materials and place equipment in a manner to avoid permanent deflection of deck.
- E. Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.

1.9 WARRANTY

- A. Contractor's Warranty: The contractor shall warrant the roof application with respect to workmanship and proper application for two (2) years from the effective date of the warranty issued by the manufacturer.
- B. Manufacturer's Warranty: Must be no-dollar limit type and provide for completion of repairs, replacement of membrane or total replacement of the roofing system at the then-current material and labor prices throughout the life of the warranty. In addition, the warranty must meet the following criteria:
 - 1. Warranty Period: 20 years from date issued by the manufacturer.
 - 2. Must provide adequate or sufficient drainage.
 - 3. Issued direct from and serviced by the roof membrane manufacturer.
 - 4. Transferable for the full term of the warranty.

PART 2 PRODUCTS

2.1 MANUFACTURER

- A. Manufacturer: Duro-Last Roofing, which is located at: 525 Morley Drive, Saginaw, MI 48601. Telephone: 800-248-0280.
- B. All roofing system components to be provided or approved by Duro-Last Roofing, Inc.
- C. Substitutions: Not permitted.

2.2 ROOFING SYSTEM COMPONENTS

- A. Roofing Membrane:
 - 1. Properties:
 - a. Type: Duro-Tuff Membrane (Roll Goods)
 - b. Roll Width: 60" (Installed widths may vary)



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- c. Membrane Color: White
- d. Attachment Type: Mechanically Fastened
- e. Fasteners: Duro-Last® EHD Screw (#15)
- f. Plates: Duro-Last® Cleat Plate™

2. Features:

- a. ASTM D4434, Type III
- b. Fabric-reinforced, PVC, NSF/ANSI 347 Gold or Platinum Certification, and a product-specific third-party verified Environmental Product Declaration.
- c. Minimum recycle content 7% post-industrial and 0% post-consumer.
- d. Recycled at end of life into resilient flooring or concrete expansion joints.

B. Slip Sheet:

1. Properties:

- a. Type: Duro-Guard XPS
- b. Attachment Type: Mechanically Fastened
- c. Fasteners: Duro-Last® EHD Screw (#15)
- d. Plates: Duro-Last® 3-Inch Metal Plate

2. Features:

- a. Rigid extruded polystyrene core wrapped with tough facers
- b. 4' x 50' roll

C. Existing Roof:

1. Properties:

- a. Type: BUR Gravel
- b. Core Samples: Yes
- c. Attachment Type: Mechanically Fastened

D. Deck Type:

1. Properties:

- a. Type: LWIC/Steel Deck (26 ga)

E. Accessory Materials: Provide accessory materials supplied by or approved for use by Duro-Last Roofing, Inc.:

- 1. Sheet Flashing: Manufacturer's standard reinforced PVC sheet flashing.
- 2. Secondary Material: Manufactured using standard reinforced PVC membrane.
 - a. Duro-Last® Parapet Flashing
- 3. Prefab Flashings: Manufactured using standard reinforced PVC membrane.
 - a. Duro-Last® Inside and Outside Corners
 - b. Duro-Last® Stack Flashing
 - c. Duro-Last® Curb Flashing



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4. Fasteners: Factory-coated steel fasteners meeting corrosion-resistance provisions in FMG 4470, designed for fastening membrane and insulation to substrate. Supplied by Duro-Last Roofing, Inc.
 - a. Duro-Last® EHD Screw (#15)
5. Plates: Metal or plastic plates meeting corrosion-resistance provisions in FMG 4470, designed for fastening membrane and insulation to substrate. Supplied by Duro-Last Roofing, Inc.
 - a. Duro-Last® Cleat Plate™
 - b. Duro-Last® 3-Inch Metal Plate
6. Caulk: Compatible with roofing system and supplied by Duro-Last Roofing, Inc.
 - a. Duro-Caulk® Plus
7. Vinyl Termination: Supplied by Duro-Last Roofing, Inc.
 - a. Duro-Last® Termination Bar
8. Metal Termination: Supplied by Duro-Last Roofing, Inc.
 - a. Universal 2-Piece Compression System
 - i. ANSI/SPRI ES-1 compliant with 3" to 8" base and cover.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that the surfaces and site conditions are ready to receive work.
- B. Verify that the deck is supported and secured.
- C. Verify that the deck is clean and smooth, free of depressions, waves, or projections, and properly sloped to drains, valleys, eaves, scuppers or gutters.
- D. Verify that the deck surfaces are dry and free of standing water, ice or snow.
- E. Verify that all roof openings or penetrations through the roof are solidly set.
- F. If substrate preparation is the responsibility of another contractor, notify Architect of unsatisfactory preparation before proceeding.
- G. Prior to re-covering an existing roofing system, conduct an inspection of the roof system accompanied by a representative of the membrane manufacturer or an authorized contractor.
 1. Determine required fastener type, length, and spacing.
 2. Verify that moisture content of existing roofing is within acceptable limits.
 3. Identify damaged areas requiring repair before installation of new roofing.
 4. Conduct core cuts as required to verify information required.



3.2 PREPARATION

- A. Clean surfaces thoroughly prior to installation.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Surfaces shall be clean, smooth, free of fins, sharp edges, loose and foreign material, oil, grease, and bitumen.
- D. Re-Roofing Over Existing Single-Ply System:
 - 1. Remove all loose or high fasteners.
 - 2. Membrane contaminated with bitumen must be immediately cleaned. If cleaning does not remove the bitumen, the contaminated membrane must be replaced, or covered with both a slip sheet and new membrane.
 - 3. Blisters, buckles and other surface irregularities must be repaired or removed. If the damage is extensive, an approved rigid board insulation or a cover board must be installed.
 - 4. When the system is smooth or granular-surfaced, any approved slip sheet, insulation or cover board may be used to provide separation of the roof system and new membrane. Duro-Guard fan folds may be used if the surface is pea gravel or crushed stone which is $\frac{1}{4}$ to $\frac{3}{8}$ inch in size and has been leveled and maintained at 4 psf. For larger rock/gravel, utilize an approved rigid insulation or cover board.
 - 5. If rock/gravel surfacing is removed, an approved fan fold, rigid insulation or cover board must be used. If embedded rock/gravel remains that protrudes out of the deck more than $\frac{1}{4}$ inch, do not use fan fold board. Instead, use an approved cover board or rigid insulation.
 - 6. When installing polystyrene insulation over coal tar pitch or asphalt-based roof systems, a slip sheet must be used between the insulation and existing roof.

3.3 INSTALLATION

- A. Slip Sheet:
 - 1. General Requirements
 - a. Install slip sheet in accordance with the roof manufacturer's requirements.
 - 2. Duro-Guard XPS
 - a. Use only fasteners, stress plates and fastening patterns accepted for use by the roof manufacturer. Fastening patterns must meet applicable design requirements.
 - b. Install fasteners in accordance with the roof manufacturer's requirements. Fasteners that are improperly installed must be replaced or corrected.
 - c. Attach boards in parallel courses with end joints staggered 50% and adjacent boards butted together with no gaps greater than $\frac{1}{4}$ inch.
- B. Roofing Membrane:
 - 1. General Requirements



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- a. Install membrane in accordance with the roof manufacturer's requirements.
 - b. Cut membrane to fit neatly around all penetrations and roof projections.
2. Duro-Tuff Membrane (Roll Goods)
 - a. Use only fasteners, stress plates and fastening patterns accepted for use by the roof manufacturer. Fastening patterns must meet applicable design requirements.
 - b. Install fasteners in accordance with the roof manufacturer's requirements. Fasteners that are improperly installed must be replaced or corrected.
 - c. Mechanically fasten membrane to the structural deck utilizing fasteners and fastening patterns in accordance with the roof manufacturer's requirements.
- C. Weld overlapping sheets together using hot air. Minimum weld width is 1-1/2 inches.
- D. Check field welded seams for continuity and integrity and repair all imperfections by the end of each work day.
- E. Flashings: Complete all flashings and terminations in accordance with the membrane manufacturer's requirements.
 1. Provide securement at all membrane terminations at the perimeter of each roof level, roof section, curb flashing, skylight, expansion joint, interior wall, penthouse, and other similar condition.
 - a. Do not apply flashing over existing thru-wall flashings or weep holes.
 - b. Secure flashing on a vertical surface before the seam between the flashing and the main roof sheet is completed.
 - c. Extend flashing membrane a minimum of 6 inches (152 mm) onto the main roof sheet beyond the mechanical securement.
 - d. Use care to ensure that the flashing does not bridge locations where there is a change in direction (e.g. where the parapet meets the roof deck).
 2. Penetrations:
 - a. Flash all pipes, supports, soil stacks, cold vents, and other penetrations passing through the roofing membrane in accordance with the membrane manufacturer's requirements.
 - b. Utilize custom prefabricated flashings supplied by the membrane manufacturer.
 - c. Existing Flashings: Remove when necessary to allow new flashing to terminate directly to the penetration.
 3. Pipe Clusters and Unusual Shapes:
 - a. Clusters of pipes or other penetrations which cannot be sealed with prefabricated membrane flashings shall be sealed by surrounding them with a prefabricated vinyl-coated metal pitch pan and sealant supplied by the membrane manufacturer.



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- b. Vinyl-coated metal pitch pans shall be installed, flashed and filled with sealant in accordance with the membrane manufacturer's requirements.
- c. Pitch pans shall not be used where prefabricated or field fabricated flashings are possible.

F. Roof Drains: Coordinate installation of roof drains and vents.

1. Drain Assemblies with Clamping Rings:

- a. Remove existing roofing system materials from drain bowl and clamping ring.
- b. The membrane must extend beyond the inside of the clamping ring.
- c. Use a manufacturer supplied or approved sealant (1/2 tube minimum) between the membrane and drain bowl assembly.
- d. After the membrane is properly installed onto the bowl and the clamping ring set in place, all bolts securing the ring must be installed to provide constant, even compression on the sealant. If bolts are broken or missing, replacements must be installed.

2. Drain Boots:

- a. Remove existing flashing and asphalt at existing drains in preparation for sealant and membrane.
- b. Use a manufacturer supplied or approved sealant (1/2 tube minimum) to the outside of the drain boot and insert it into the drain.
- c. Fasten membrane around the perimeter of the drain with the same fastening pattern as the field membrane, no less than 1 fastener per drain.
- d. Install a pair of composite drain rings (CDRs) to compress the boot to the pipe. Ensure the CDR openings face in opposite directions.
- e. Secure the manufacturer's drain guard over the opening by heat welding the attachment tabs to the roof membrane.

G. Edge Details:

- 1. Provide edge details in accordance with the membrane manufacturer's requirements.
- 2. Join individual sections in accordance with the membrane manufacturer's requirements.
- 3. Coordinate installation of metal flashing and counter flashing.
- 4. Manufactured Roof Specialties: Coordinate installation of copings, counter flashing systems, gutters, downspouts, and roof expansion assemblies.

H. Walkways:

- 1. Install walkways in accordance with the membrane manufacturer's requirements.
- 2. Install walkway pads at roof hatches, access doors, rooftop ladders and all other traffic concentration points regardless of traffic frequency. Provided in areas receiving regular traffic to service rooftop units or where a passageway over the surface is required.



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3. Do not install walkways over flashings or field seams until manufacturer's warranty inspection has been completed.
- I. Water Cut-Offs:
 1. Provide water cut-offs on a daily basis at the completion of work and at the onset of inclement weather.
 2. Provide water cut-offs to ensure that water does not flow beneath the completed sections of the new roofing system.
 3. Remove water cut-offs prior to the resumption of work.
 4. The integrity of the water cut-off is the sole responsibility of the roofing contractor.
 5. Any membrane contaminated by the cut-off material shall be cleaned or removed.

3.4 FIELD QUALITY CONTROL

- A. The membrane manufacturer's representative shall provide a comprehensive final inspection after completion of the roof system. All application errors shall be addressed and final punch list completed.

3.5 PROTECTION

- A. Protect installed roofing products from construction operations until completion of project.
- B. Where traffic is anticipated over completed roofing membrane, protect from damage using durable materials that are compatible with membrane.
- C. Repair or replace damaged products after work is completed.

END OF SECTION



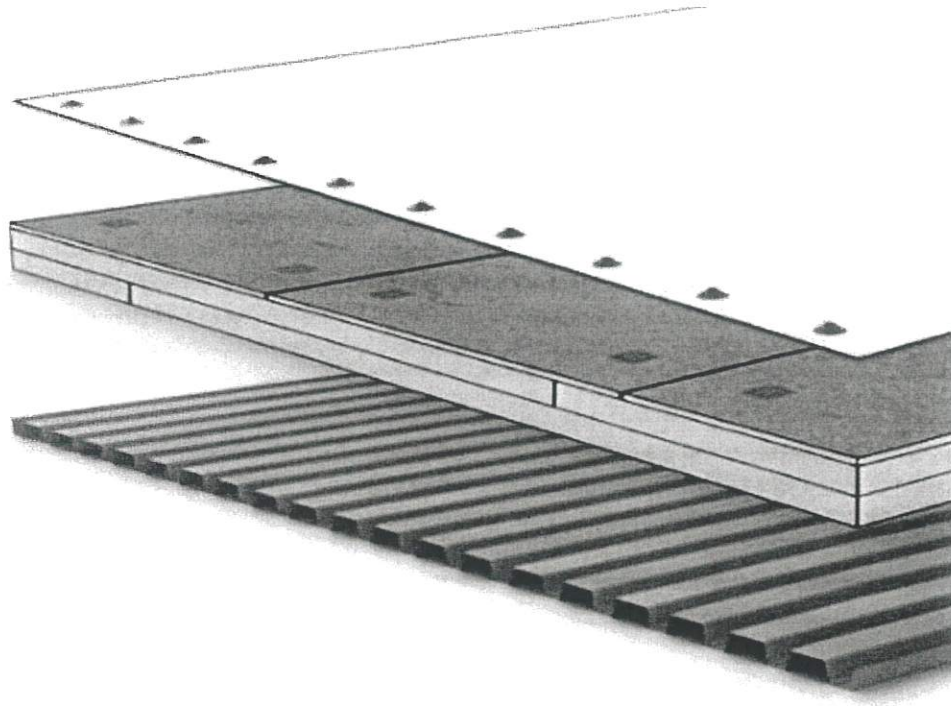
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3-part Specification

South Daytona Municipal Complex North & South Police Department

1672 South Ridgewood Avenue
South Daytona, FL 32119

Florida Approval #FL16039-R19



PART 1 GENERAL

1.1 SUMMARY

- A. Membrane Type: Duro-Tuff Membrane (Roll Goods)
 - 1. Membrane Color: White
 - 2. Attachment Type: Mechanically Fastened
 - 3. Fasteners: Duro-Last® EHD Screw (#15)
 - 4. Plates: Duro-Last® Cleat Plate™
- B. Insulation Assembly Type: Duro-Guard® ISO II (Glass Reinforced Facer)
 - 1. Board Application: Tapered
 - 2. Board Style: Min. Assembly Thickness



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3. Board Size: 4' x 4'
 4. Thickness/R-Value: 1.5"
 5. Slope: 1/8"
 6. Attachment Type: Mechanically Fastened
 7. Fasteners: Duro-Last® EHD Screw (#15)
 8. Plates: Duro-Last® 3-Inch Metal Plate
- C. Deck Type: Steel Deck (22 ga)
- D. Prefabricated flashings, corners, parapets, stacks, vents, and related details.
- E. Fasteners, adhesives, and other accessories required for a complete roofing installation.
- F. Traffic Protection.

1.2 REFERENCES

A. ASTM INTERNATIONAL (ASTM)

1. (2019) Standard Test Methods for Coated Fabrics (D751)
2. (2021) Standard Specification for Poly(Vinyl Chloride) Sheet Roofing (D4434/D4434M)
3. (2022) Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board (C1289)
4. (2020) Standard Test Methods for Fire Tests of Roof Coverings (E108)
5. (2020) Standard Test Methods for Fire Tests of Building Construction and Materials (E119)

B. UL SOLUTIONS (UL)

1. (2021) UL Roofing Systems (TGFU.R10128)

C. AMERICAN SOCIETY OF CIVIL ENGINEERS (ASCE)

1. (2007) Minimum Design Loads for Buildings And Other Structures (ASCE Standard - ASCE/SEI 7-05)
2. (2014) Minimum Design Loads for Buildings and Other Structures (ASCE Standard - ASCE/SEI 7-10)
3. (2017) Minimum Design Loads and Associated Criteria for Buildings and Other Structures (ASCE Standard - ASCE/SEI 7-16)

D. NATIONAL ROOFING CONTRACTORS ASSOCIATION (NRCA)

1. (2019) NRCA Roofing Manual - Membrane Systems

1.3 SYSTEM DESCRIPTION

- A. General: Provide installed roofing membrane and base flashings that remain watertight; do not permit the passage of water; and resist specified uplift pressures, thermally induced movement, and exposure to weather without failure.



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- B. Material Compatibility: Provide roofing materials that are compatible with one another under conditions of service and application required, as demonstrated by roofing membrane manufacturer based on testing and field experience.
- C. Physical Properties (must meet or exceed):
 - 1. Roof product must meet the requirements of Type III PVC sheet roofing as defined by ASTM D4434.
 - 2. Thickness: 50 mil, nominal, in accordance with ASTM D751.
 - 3. Thickness over Scrim: ≥ 26 mil in accordance with ASTM D7635.
 - 4. Breaking Strength: ≥ 423 lbf. (machine direction) and ≥ 278 lbf. (cross machine direction) in accordance with ASTM D751 Grab Method.
 - 5. Elongation at Break: $\geq 31\%$ (machine direction) and $\geq 30\%$ (cross machine direction) in accordance with ASTM D751 Grab Method.
 - 6. Seam Strength: ≥ 423 lbf. in accordance with ASTM D751 Grab Method.
 - 7. Tear Strength: ≥ 90 lbf. (machine direction) and ≥ 143 lbf. (cross machine direction) in accordance with ASTM D751 Procedure B.
 - 8. Low Temperature Bend: Pass at -40 °F in accordance with ASTM D2136.
 - 9. Heat Aging: Pass after being conditioned for 56 days in oven maintained at 176 °F in accordance with ASTM D3045.
 - 10. Accelerated Aging: Pass after 10,000 hours of total test time in accordance with ASTM G155.
 - 11. Dimensional Stability: Change of 0.20% (machine direction) and 0.10% (cross machine direction) in accordance with ASTM 1204.
 - 12. Water Absorption: $< 2.6\%$ at 158 °F for 168 hours in accordance with ASTM D570.
 - 13. Static Puncture Resistance: ≥ 33 lbf. in accordance with ASTM D5602.
 - 14. Dynamic Puncture Resistance: ≥ 14.7 ft-lbf. in accordance with ASTM D5635.
- D. Cool Roof Rating Council (CRRC) (Membrane must be listed on the CRRC website):
 - 1. Solar Reflectance (Initial): $\geq 85\%$
 - 2. Solar Reflectance (3-Year Aged): $\geq 73\%$
 - 3. Thermal Emittance (Initial): $\geq 89\%$
 - 4. Thermal Emittance (3-Year Aged): $\geq 88\%$
 - 5. Solar Reflectance Index (SRI) (Initial): $\geq 108\%$
 - 6. Solar Reflectance Index (SRI) (3-Year Aged): $\geq 90\%$
- E. Insulation:
 - 1. General Requirements
 - a. Install using a minimum of two layers.
 - b. Configuration as indicated on the drawings.
 - 2. Duro-Guard® ISO II (Glass Reinforced Facer)
 - a. Min. Assembly Thickness: 1.5"



1.4 SUBMITTALS

- A. Product data sheets to be used, with the following information included:
 - 1. Preparation instructions and recommendations
 - 2. Storage and handling requirements and recommendations
 - 3. Installation methods
 - 4. Maintenance requirements
- B. Sustainability Documentation:
 - 1. NSF/ANSI Standard 347 Certificate
 - 2. Type III product-specific Environmental Product Declaration
- C. Shop Drawings: Indicate insulation pattern, overall membrane layout, field seam locations, joint or termination detail conditions, and location of fasteners.
- D. Provide verification samples for each product specified (two samples representing each product, color and finish):
 - 1. 4-inch by 6-inch sample of roofing membrane, of color specified.
 - 2. 4-inch by 6-inch sample of walkway pad.
 - 3. Termination bar, fascia bar with cover, drip edge, and gravel stop if to be used.
 - 4. Each fastener type to be used for installing membrane, insulation/recover board, termination bar and edge details.
- E. Installer Certification: Certification from the roofing system manufacturer that Installer is approved, authorized, or licensed by manufacturer to install roofing system.
- F. Manufacturer's warranties.

1.5 QUALITY ASSURANCE

- A. Perform work in accordance with manufacturer's installation instructions.
- B. Manufacturer Qualifications: A manufacturer specializing in the production of PVC membranes systems and utilizing a Quality Control Manual during the production of the membrane roofing system that has been approved by and is inspected by Underwriters Laboratories.
- C. Installer Qualifications: Company specializing in installation of roofing systems similar to those specified in this project and approved by the roofing system manufacturer.
- D. Source Limitations: Obtain components for membrane roofing system from roofing membrane manufacturer.
- E. There shall be no deviations from the roof membrane manufacturer's specifications or the approved shop drawings without the prior written approval of the manufacturer.

1.6 REGULATORY REQUIREMENTS

- A. Conform to applicable code for roof assembly fire hazard, wind uplift, and cool roof requirements.



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- B. Fire Hazard Requirements: Provide membrane roofing materials with the following fire-test-response characteristics. Materials shall be identified with appropriate markings of applicable testing and inspecting agency.
 - 1. Class A
 - 2. Fire-test-response standard: Comply with ASTM E108 for application and roof slopes indicated.
 - 3. Fire-Resistance Ratings: Comply with ASTM E119 for fire-resistance-rated roof assemblies of which roofing system is a part.
 - 4. Conform to applicable code for roof assembly fire hazard requirements.
- C. Wind Uplift Requirements: Roofing System Design: Provide a roofing system designed to resist uplift pressures calculated according to the current edition of ASCE/SEI 7, Minimum Design Loads and Associated Criteria for Buildings and Other Structures.

1.7 PRE-INSTALLATION MEETING

- A. Convene meeting not less than one week before starting work of this section.
- B. Review methods and procedures related to roof deck construction and roofing system including, but not limited to, the following:
 - 1. Meet with Owner, Architect, Owner's insurer if applicable, testing and inspecting agency representative, roofing installer, roofing system manufacturer's representative, deck installer, and installers whose work interfaces with or affects roofing including installers of roof accessories and roof-mounted equipment.
 - 2. Review and finalize construction schedule and verify availability of materials, installer's personnel, equipment, and facilities needed to make progress and avoid delays.
 - 3. Examine deck substrate conditions and finishes for compliance with requirements, including flatness and fastening.
 - 4. Review structural loading limitations of roof deck during and after roofing.
 - 5. Review base flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that will affect roofing system.
 - 6. Review governing regulations and requirements for insurance and certificates if applicable.
 - 7. Review temporary protection requirements for roofing system during and after installation.
 - 8. Review roof observation and repair procedures after roofing installation.
 - 9. Review existing roof manufacturer's recycling program and return roofing system to the manufacturer for recycling.

1.8 DELIVERY, STORAGE AND HANDLING



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- A. Deliver roofing materials to Project site in original containers with seals unbroken and labeled with manufacturer's name, product brand name and type, date of manufacture, and directions for storing and mixing with other components.
- B. Store liquid materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by roofing system manufacturer. Protect stored liquid material from direct sunlight.
- C. Protect roof insulation materials from physical damage and from deterioration by sunlight, moisture, soiling, and other sources. Store in a dry location. Comply with insulation manufacturer's written instructions for handling, storing, and protecting during installation.
- D. Store roof materials and place equipment in a manner to avoid permanent deflection of deck.
- E. Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.

1.9 WARRANTY

- A. Contractor's Warranty: The contractor shall warrant the roof application with respect to workmanship and proper application for two (2) years from the effective date of the warranty issued by the manufacturer.
- B. Manufacturer's Warranty: Must be no-dollar limit type and provide for completion of repairs, replacement of membrane or total replacement of the roofing system at the then-current material and labor prices throughout the life of the warranty. In addition, the warranty must meet the following criteria:
 - 1. Warranty Period: 20 years from date issued by the manufacturer.
 - 2. Must provide adequate or sufficient drainage.
 - 3. Issued direct from and serviced by the roof membrane manufacturer.
 - 4. Transferable for the full term of the warranty.

PART 2 PRODUCTS

2.1 MANUFACTURER

- A. Manufacturer: Duro-Last Roofing, which is located at: 525 Morley Drive, Saginaw, MI 48601. Telephone: 800-248-0280.
- B. All roofing system components to be provided or approved by Duro-Last Roofing, Inc.
- C. Substitutions: Not permitted.

2.2 ROOFING SYSTEM COMPONENTS

- A. Roofing Membrane:
 - 1. Properties:
 - a. Type: Duro-Tuff Membrane (Roll Goods)
 - b. Roll Width: 60" (Installed widths may vary)



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- c. Membrane Color: White
- d. Attachment Type: Mechanically Fastened
- e. Fasteners: Duro-Last® EHD Screw (#15)
- f. Plates: Duro-Last® Cleat Plate™

2. Features:

- a. ASTM D4434, Type III
- b. Fabric-reinforced, PVC, NSF/ANSI 347 Gold or Platinum Certification, and a product-specific third-party verified Environmental Product Declaration.
- c. Minimum recycle content 7% post-industrial and 0% post-consumer.
- d. Recycled at end of life into resilient flooring or concrete expansion joints.

B. Insulation:

1. General Requirements

- a. Provide preformed roof insulation boards that comply with requirements and referenced standards, as selected from manufacturer's standard sizes.
- b. Provide preformed saddles, crickets, and other insulation shapes where indicated for sloping to drain. Fabricate to slopes indicated.
- c. Provide roof insulation accessories approved by the roof membrane manufacturer and as recommended by insulation manufacturer for the intended use.

2. Component:

a. Properties:

- 1. Type: Duro-Guard® ISO II (Glass Reinforced Facer)
- 2. Board Application: Tapered
- 3. Size: 4' x 4'
- 4. Method: Min. Assembly Thickness: 1.5"
- 5. Slope: 1/8"
- 6. Attachment Type: Mechanically Fastened
- 7. Fasteners: Duro-Last® EHD Screw (#15)
- 8. Plates: Duro-Last® 3-Inch Metal Plate

b. Features:

- 1. Closed-cell polyisocyanurate foam core insulation board.
- 2. Complying with ASTM C1289, Type II, felt or glass-fiber mat facer on both major surfaces.
- 3. Provide Duro-Last factory-coated steel fasteners and metal or plastic plates meeting corrosion-resistance provisions in FMG 4470, designed for fastening insulation and/or insulation cover boards in conformance to specified design requirements.

C. Deck Type:



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1. Properties:
 - a. Type: Steel Deck (22 ga)
- D. Accessory Materials: Provide accessory materials supplied by or approved for use by Duro-Last Roofing, Inc.:
 1. Sheet Flashing: Manufacturer's standard reinforced PVC sheet flashing.
 2. Secondary Material: Manufactured using standard reinforced PVC membrane.
 - a. Duro-Last® Parapet Flashing
 3. Prefab Flashings: Manufactured using standard reinforced PVC membrane.
 - a. Duro-Last® Inside and Outside Corners
 - b. Duro-Last® Stack Flashing
 - c. Duro-Last® Curb Flashing
 4. Fasteners: Factory-coated steel fasteners meeting corrosion-resistance provisions in FMG 4470, designed for fastening membrane and insulation to substrate. Supplied by Duro-Last Roofing, Inc.
 - a. Duro-Last® EHD Screw (#15)
 5. Plates: Metal or plastic plates meeting corrosion-resistance provisions in FMG 4470, designed for fastening membrane and insulation to substrate. Supplied by Duro-Last Roofing, Inc.
 - a. Duro-Last® Cleat Plate™
 - b. Duro-Last® 3-Inch Metal Plate
 6. Caulk: Compatible with roofing system and supplied by Duro-Last Roofing, Inc.
 - a. Duro-Caulk® Plus
 7. Vinyl Termination: Supplied by Duro-Last Roofing, Inc.
 - a. Duro-Last® Termination Bar
 8. Metal Termination: Supplied by Duro-Last Roofing, Inc.
 - a. Universal 2-Piece Compression System
 - i. ANSI/SPRI ES-1 compliant with 3" to 8" base and cover.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that the surfaces and site conditions are ready to receive work.
- B. Verify that the deck is supported and secured.



- C. Verify that the deck is clean and smooth, free of depressions, waves, or projections, and properly sloped to drains, valleys, eaves, scuppers or gutters.
- D. Verify that the deck surfaces are dry and free of standing water, ice or snow.
- E. Verify that all roof openings or penetrations through the roof are solidly set.
- F. If substrate preparation is the responsibility of another contractor, notify Architect of unsatisfactory preparation before proceeding.

3.2 PREPARATION

- A. Clean surfaces thoroughly prior to installation.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Surfaces shall be clean, smooth, free of fins, sharp edges, loose and foreign material, oil, grease, and bitumen.
- D. Tearing off Existing Single-Ply System:
 - 1. Remove existing single-ply membrane and return to the manufacturer for recycling.

3.3 INSTALLATION

- A. Insulation:
 - 1. General Requirements
 - a. Install insulation in accordance with the roof manufacturer's requirements.
 - b. Insulation shall be adequately supported to sustain normal foot traffic without damage.
 - c. Where field trimmed, insulation shall be fitted tightly around roof protrusions with no gaps greater than ¼ inch.
 - d. Tapered insulation boards shall be installed in accordance with the insulation manufacturer's shop drawings.
 - e. No more insulation shall be applied than can be covered with the roof membrane by the end of the day or the onset of inclement weather.
 - f. If more than one layer of insulation is used, all joints between subsequent layers shall be offset by at least 6 inches.
 - 2. Duro-Guard® ISO II (Glass Reinforced Facer)
 - a. Use only fasteners, stress plates and fastening patterns accepted for use by the roof manufacturer. Fastening patterns must meet applicable design requirements.
 - b. Install fasteners in accordance with the roof manufacturer's requirements. Fasteners that are improperly installed must be replaced or corrected.
 - c. Install all layers in parallel courses with end joints staggered 50% and adjacent boards butted together with no gaps greater than ¼ inch.
- B. Roofing Membrane:
 - 1. General Requirements



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- a. Install membrane in accordance with the roof manufacturer's requirements.
 - b. Cut membrane to fit neatly around all penetrations and roof projections.
2. Duro-Tuff 50-Mil Membrane (Roll Goods)
 - a. Use only fasteners, stress plates and fastening patterns accepted for use by the roof manufacturer. Fastening patterns must meet applicable design requirements.
 - b. Install fasteners in accordance with the roof manufacturer's requirements. Fasteners that are improperly installed must be replaced or corrected.
 - c. Mechanically fasten membrane to the structural deck utilizing fasteners and fastening patterns in accordance with the roof manufacturer's requirements.
- C. Weld overlapping sheets together using hot air. Minimum weld width is 1-1/2 inches.
- D. Check field welded seams for continuity and integrity and repair all imperfections by the end of each work day.
- E. Flashings: Complete all flashings and terminations as indicated on the drawings and in accordance with the membrane manufacturer's requirements.
 1. Provide securement at all membrane terminations at the perimeter of each roof level, roof section, curb flashing, skylight, expansion joint, interior wall, penthouse, and other similar condition.
 - a. Do not apply flashing over existing thru-wall flashings or weep holes.
 - b. Secure flashing on a vertical surface before the seam between the flashing and the main roof sheet is completed.
 - c. Extend flashing membrane a minimum of 6 inches (152 mm) onto the main roof sheet beyond the mechanical securement.
 - d. Use care to ensure that the flashing does not bridge locations where there is a change in direction (e.g. where the parapet meets the roof deck).
 2. Penetrations:
 - a. Flash all pipes, supports, soil stacks, cold vents, and other penetrations passing through the roofing membrane in accordance with the membrane manufacturer's requirements.
 - b. Utilize custom prefabricated flashings supplied by the membrane manufacturer.
 - c. Existing Flashings: Remove when necessary to allow new flashing to terminate directly to the penetration.
 3. Pipe Clusters and Unusual Shapes:
 - a. Clusters of pipes or other penetrations which cannot be sealed with prefabricated membrane flashings shall be sealed by surrounding them with a prefabricated vinyl-coated metal pitch pan and sealant supplied by the membrane manufacturer.

- b. Vinyl-coated metal pitch pans shall be installed, flashed and filled with sealant in accordance with the membrane manufacturer's requirements.
- c. Pitch pans shall not be used where prefabricated or field fabricated flashings are possible.

F. Roof Drains: Coordinate installation of roof drains and vents.

1. Drain Assemblies with Clamping Rings:

- a. Remove existing roofing system materials from drain bowl and clamping ring.
- b. The membrane must extend beyond the inside of the clamping ring.
- c. Use a manufacturer supplied or approved sealant (1/2 tube minimum) between the membrane and drain bowl assembly.
- d. After the membrane is properly installed onto the bowl and the clamping ring set in place, all bolts securing the ring must be installed to provide constant, even compression on the sealant. If bolts are broken or missing, replacements must be installed.

2. Drain Boots:

- a. Remove existing flashing and asphalt at existing drains in preparation for sealant and membrane.
- b. Use a manufacturer supplied or approved sealant (1/2 tube minimum) to the outside of the drain boot and insert it into the drain.
- c. Fasten membrane around the perimeter of the drain with the same fastening pattern as the field membrane, no less than 1 fastener per drain.
- d. Install a pair of composite drain rings (CDRs) to compress the boot to the pipe. Ensure the CDR openings face in opposite directions.
- e. Secure the manufacturer's drain guard over the opening by heat welding the attachment tabs to the roof membrane.

G. Edge Details:

- 1. Provide edge details in accordance with the membrane manufacturer's requirements.
- 2. Join individual sections in accordance with the membrane manufacturer's requirements.
- 3. Coordinate installation of metal flashing and counter flashing.
- 4. Manufactured Roof Specialties: Coordinate installation of copings, counter flashing systems, gutters, downspouts, and roof expansion assemblies.

H. Walkways:

- 1. Install walkways in accordance with the membrane manufacturer's requirements.
- 2. Install walkway pads at roof hatches, access doors, rooftop ladders and all other traffic concentration points regardless of traffic frequency. Provided in areas receiving regular traffic to service rooftop units or where a passageway over the surface is required.



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3. Do not install walkways over flashings or field seams until manufacturer's warranty inspection has been completed.

I. Water Cut-Offs:

1. Provide water cut-offs on a daily basis at the completion of work and at the onset of inclement weather.
2. Provide water cut-offs to ensure that water does not flow beneath the completed sections of the new roofing system.
3. Remove water cut-offs prior to the resumption of work.
4. The integrity of the water cut-off is the sole responsibility of the roofing contractor.
5. Any membrane contaminated by the cut-off material shall be cleaned or removed.

3.4 FIELD QUALITY CONTROL

- A. The membrane manufacturer's representative shall provide a comprehensive final inspection after completion of the roof system. All application errors shall be addressed and final punch list completed.

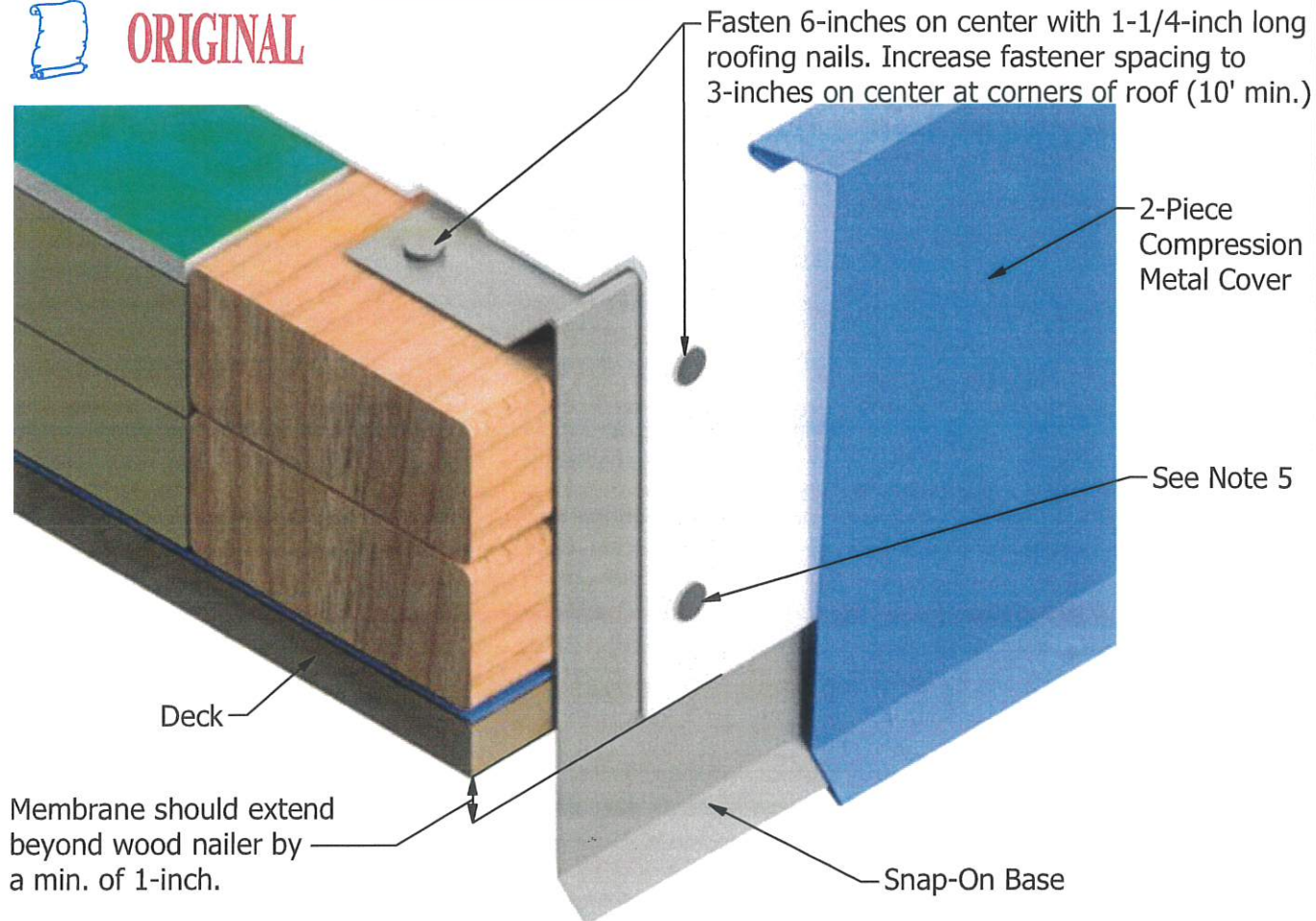
3.5 PROTECTION

- A. Protect installed roofing products from construction operations until completion of project.
- B. Where traffic is anticipated over completed roofing membrane, protect from damage using durable materials that are compatible with membrane.
- C. Repair or replace damaged products after work is completed.

END OF SECTION



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Note 1: **The use of this detail is not allowed on fully adhered installations.**
See detail AS3110 in the adhered systems section.

Note 2: The use of this detail is not to exceed a 2-inch per 12-inch slope.

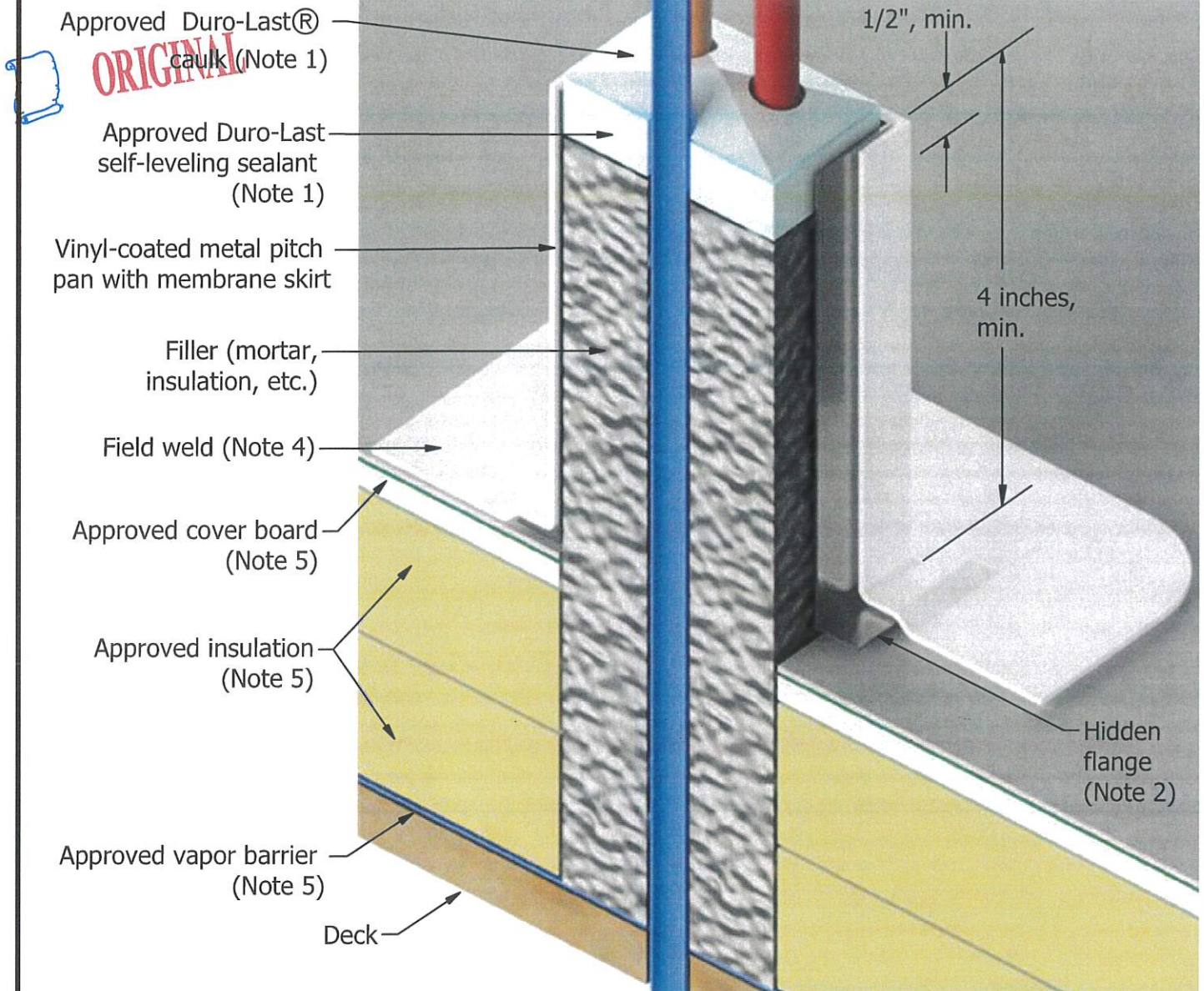
Note 3: A wood nailer is required if one or more inches of insulation is used. Top of wood nailer extends at least 1/2-inch beyond the horizontal edge of the snap-on base.

Note 4: The fasteners used to attach the base to wood nailers, and the membrane to the face of the nailers, must be spaced no greater than 6-inches on-center when attaching the base within 10-feet (min.) of the outside corners of the building.

Note 5: Allow for 1/8-inch expansion gap between 10-foot lengths of snap-on base. Overlap the snap-on covers by 2-inches between 10-foot lengths.

Note 6: When installing this detail with a 6-inch or greater vertical surface, additional mechanical attachment is required on the snap on base.

REVISED:	12/5/17	EDGE DETAIL FOR MECHANICALLY FASTENED SYSTEMS
PREVIOUS:	07/20/17	2-PIECE COMPRESSION EDGE
SCALE:	NONE	NEW CONSTRUCTION OR RE-ROOF



Note 1: Water must not be allowed to pond within pitch pan. Ensure that approved Duro-Last self-leveling sealant is level with top of curb. Cover with approved Duro-Last caulk to slope to outside of pitch pan.

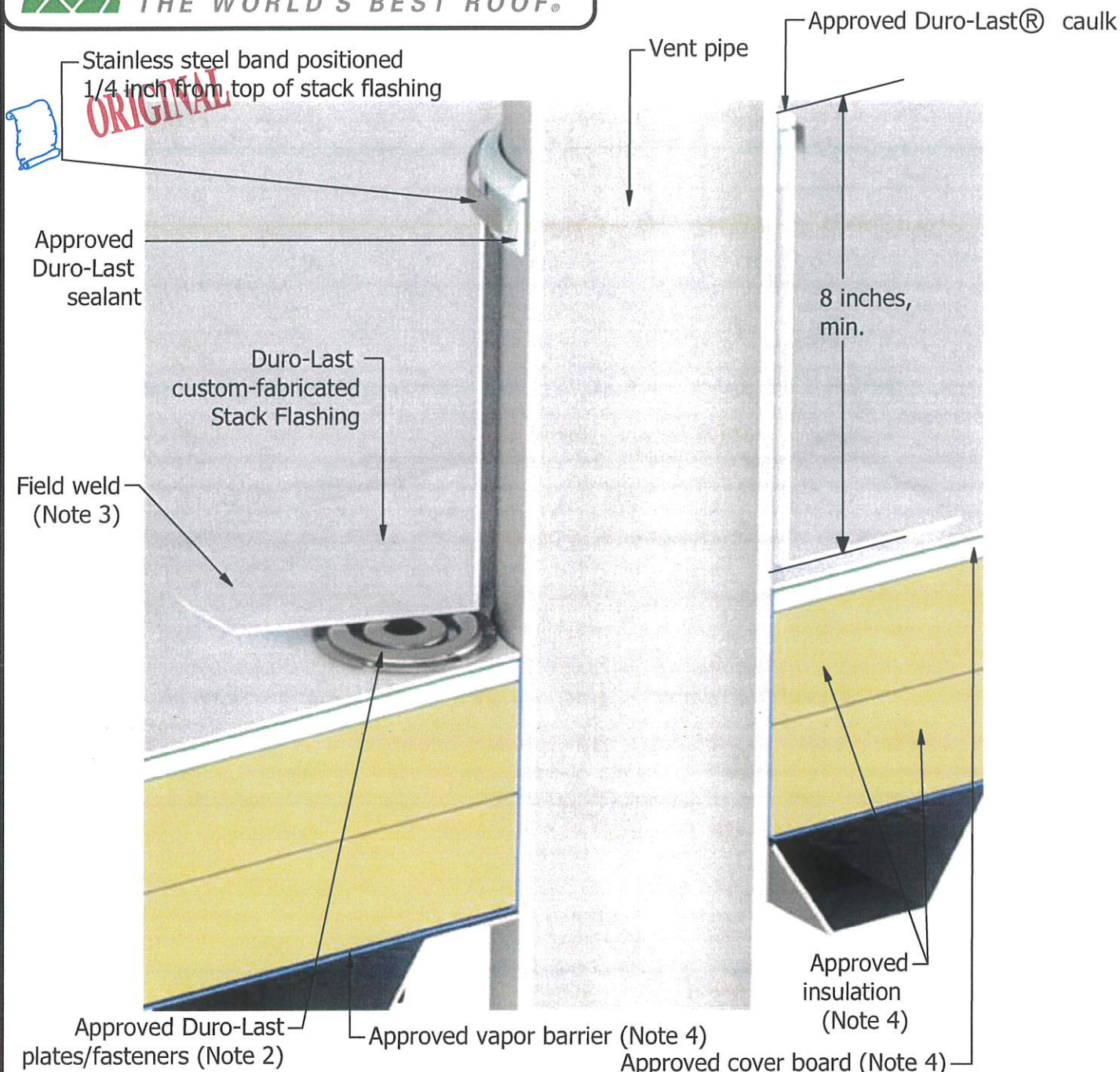
Note 2: Use approved Duro-Last fasteners to secure hidden flange as per respective zone the pitch pan is located within (field, perimeter, corner).

Note 3: Mechanical lines must have a minimum of 1/4-inch clearance between objects or pitch pan edges.

Note 4: All field welds shall be a minimum of 1-1/2 inches wide.

Note 5: Refer to specifications for vapor barrier, insulation and cover board requirements.

REVISED:	11/10/17	ROOF PENETRATION DETAIL FOR MECHANICALLY FASTENED SYSTEMS
PREVIOUS:	08/04/17	VINYL-COATED METAL PITCH PAN
SCALE:	NONE	NEW CONSTRUCTION OR RE-ROOF



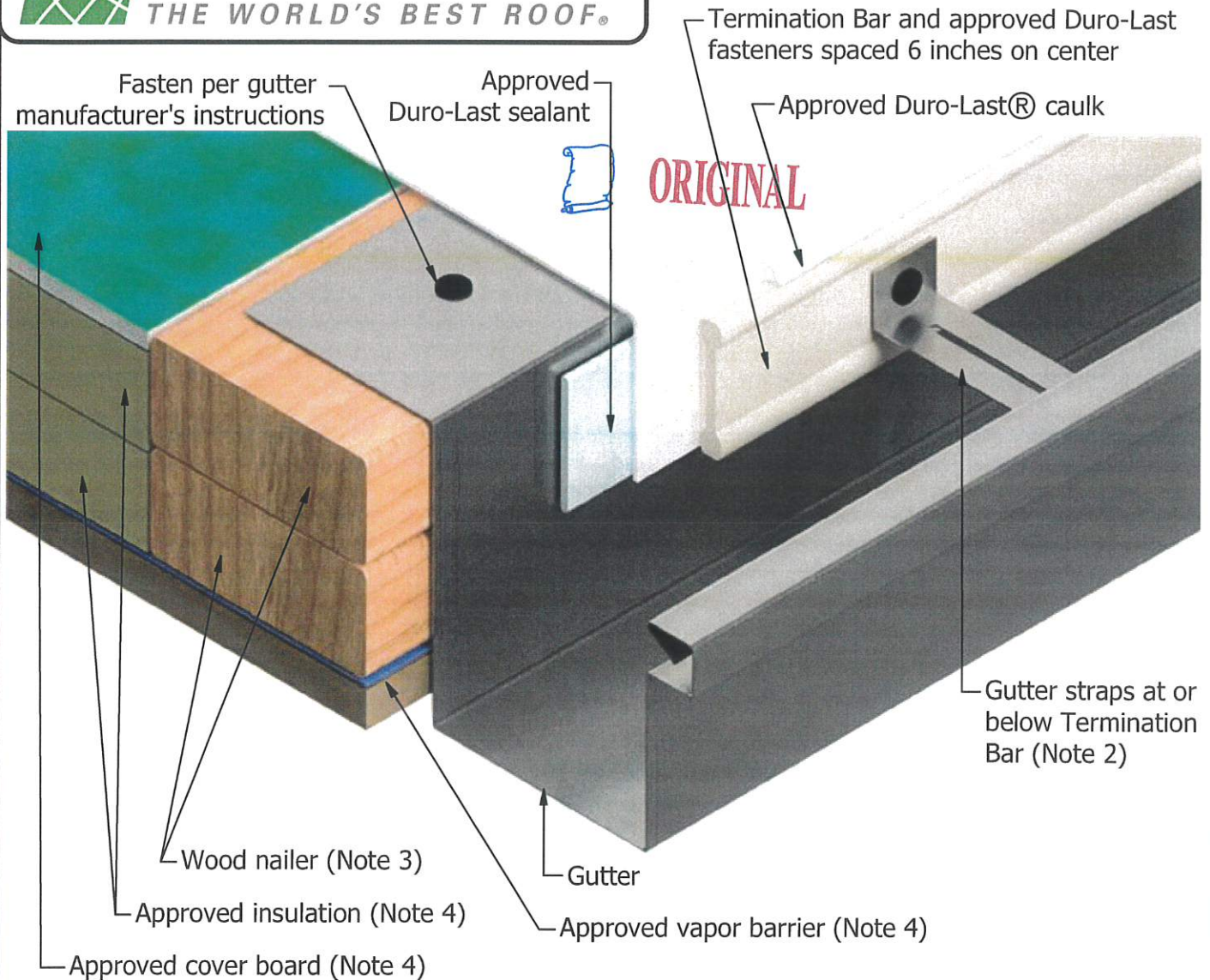
Note 1: Lead flashings must be removed prior to installing Duro-Last Stack Flashings.

Note 2: Deck membrane shall be fastened around the perimeter of the Duro-Last Stack Flashing as per the respective zone the Duro-Last Stack Flashing is located within (field, perimeter, corner), no less than one fastener per flashing.

Note 3: All field welds shall be a minimum of 1-1/2 inches wide.

Note 4: Refer to specifications for vapor barrier, insulation and cover board requirements.

REVISED:	11/30/17	ROOF PENETRATION DETAIL FOR MECHANICALLY FASTENED SYSTEMS
PREVIOUS:	08/02/17	ROUND PENETRATION
SCALE:	NONE	NEW CONSTRUCTION OR RE-ROOF



Note 1: A 1/4-inch gap is required between sections of Duro-Last Termination Bar.

Note 2: Gutter strap spacing per gutter manufacturer's instructions.

Note 3: Wood nailers must withstand a minimum force of 180 pounds per lineal foot (per building code). Any pull values greater than 270 pounds will allow for a fastener spacing of 18 inches on center. Pull values less than 270 pounds will require additional fasteners. The installing contractor is responsible for meeting building codes.

Note 4: Refer to specifications for vapor barrier, insulation and cover board requirements.

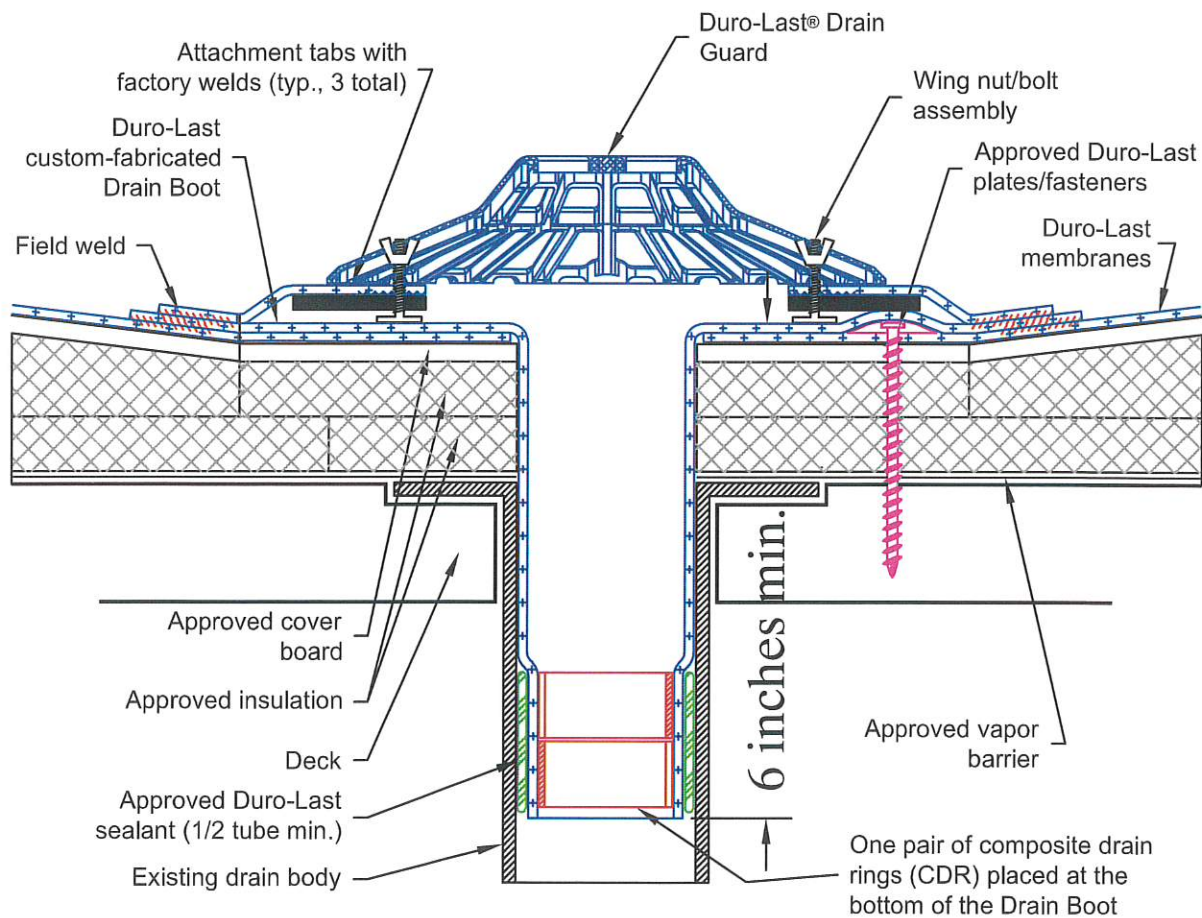
REVISED:	07/19/17	EDGE DETAIL FOR MECHANICALLY FASTENED SYSTEMS
PREVIOUS:	07/19/17	TERMINATION BAR INTO GUTTER
SCALE:	NONE	NEW CONSTRUCTION OR RE-ROOF



DURO-LAST, INC.
525 Morley Drive
Saginaw, MI 48601



ORIGINAL



DETAIL

DATE: 02/15/2021

CUSTOM DETAIL

DRAWN BY: M. Guettler

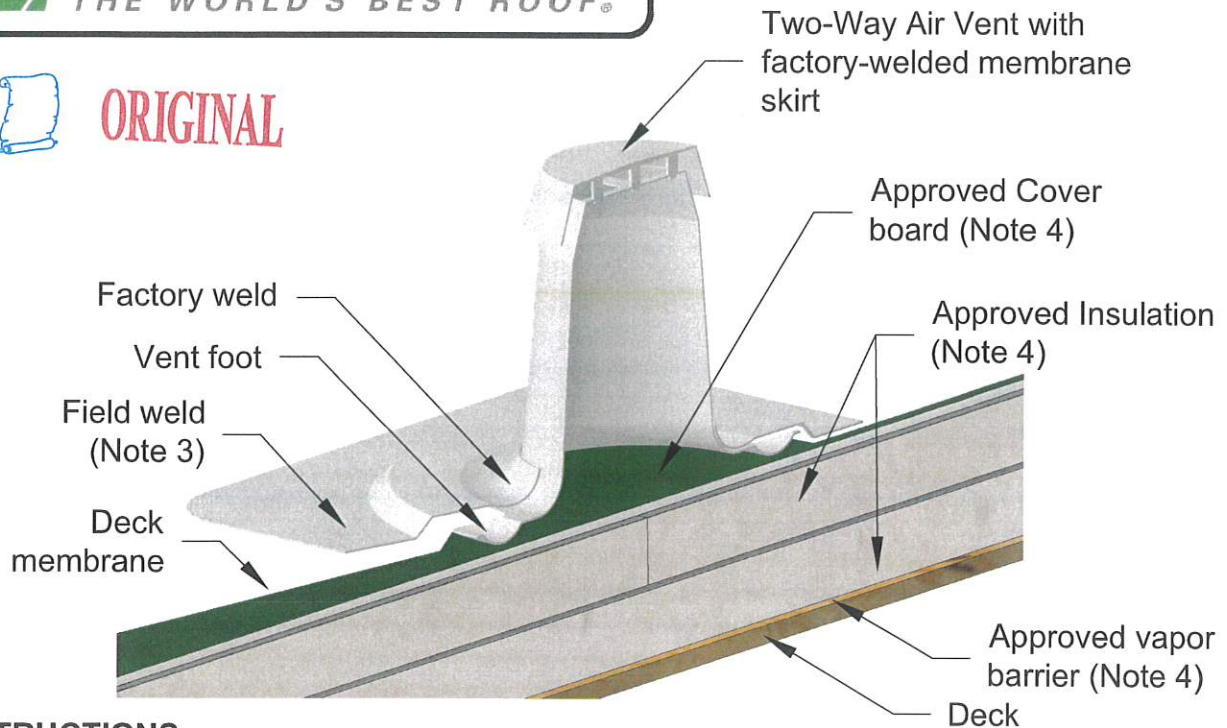
Drain Boot with Drain Guard

SCALE: NONE

NEW CONSTRUCTION OR RE-COVER



ORIGINAL



INSTRUCTIONS

1. Install Two-Way Air Vents (vents) between fastener rows and at high points of roof area. Vents must not be installed within 7 feet of the building edge. Never install vents in low, or drainage areas.
 - a. A minimum of one vent must be installed for every 1,000 square feet of roof area, or portion thereof, but with a minimum of two vents per roof area.
 - b. Vent Placement
 - i. Corners - Vents must first be installed within 8 to 10 feet of the outer corners. Install vents at opposite corners whenever possible.
 - ii. Remaining Roof Area - Starting at 8 to 10 feet from the building edge, evenly distribute the remaining vents throughout the remaining roof area. (Smaller roof areas may not have additional vents.)
2. Cut a 7-inch diameter hole and a 2-inch slit in deck membrane. Rotate vent to allow feet to slide underneath deck membrane at slit (see drawing above). Do not fasten vent to roof deck.

Note 1: **Vents must NOT be used on refrigerated buildings, freezer buildings or adhered roofing systems.**

Note 2: Vents are not required on open-air structures (e.g. carports) or roofing systems with overburden (e.g. ballast, paver, vegetation, etc.).

Note 3: All field welds shall be a minimum of 1-1/2 inches wide.

Note 4: Refer to specifications for vapor barrier, insulation and cover board requirements.

REVISED:	02/11/19	VENT DETAIL FOR MECHANICALLY FASTENED SYSTEMS
PREVIOUS:	11/10/17	TWO-WAY AIR VENT
SCALE:	NONE	NEW CONSTRUCTION OR RE-ROOF

DURO-LAST®

20-Year NDL Warranty

Warranty No. _____

I. TERMS and CONDITIONS

Duro-Last®, Inc., ("Duro-Last") grants this No-Dollar Limit ("NDL") Warranty to the owner of a building ("Owner") containing a **Duro-Last Roofing System ("Duro-Last System")** installed by a Duro-Last Authorized Dealer/Contractor ("Contractor"), subject to the terms and conditions and limitations contained herein.

Duro-Last's obligation during the 1st through 20th year shall be to repair any leak in the Duro-Last System caused by any defect in a component of the Duro-Last System or by the workmanship of the Contractor, but only as the workmanship relates to the installation of the Duro-Last System itself and not as it relates to other work performed, if any. Duro-Last's obligation includes, at Duro-Last's discretion, either the repair or replacement of part or all of the Duro-Last System and also includes the furnishing or cost of labor to repair the Duro-Last System provided the following conditions are met:

- A. Duro-Last and Contractor have been paid in full for the Duro-Last System, its installation and any outstanding invoices issued by Duro-Last that arise after the installation;
- B. The Duro-Last System has been approved by Duro-Last following inspection by an authorized Duro-Last Quality Assurance Technical Representative ("Duro-Last QA Tech Rep"), this No-Dollar Limit Warranty has been signed by a Duro-Last QA Tech Rep or Quality Assurance Manager, and the Contractor confirms that the Duro-Last System was installed in accordance with Duro-Last's specifications and written installation requirements;
- C. The Owner has notified Duro-Last within 14 days of the discovery of any leak, failure or other alleged Duro-Last System defect. Owner must notify Duro-Last by calling the Duro-Last Quality Assurance Department at 1-866-284-9424, by e-mailing ws@duro-last.com, or by certified mail, return receipt requested;
- D. The Owner allows Duro-Last's QA Tech Rep(s) and/or Duro-Last Contractor(s) access to the roof including, if necessary, the removal and replacement by Owner at Owner's expense any and all obstructions, including but not limited to: rooftop gardens, earth, soil, pavers, ballast, decks, patio and walking surface materials, photovoltaic system, and other overburden; and
- E. Duro-Last authorizes the repair and, at Duro-Last's option, either Duro-Last's QA Tech Rep(s) or an authorized Contractor makes the repair.

II. OWNER'S RESPONSIBILITIES

The Owner is not entitled to recover under this No-Dollar Limit Warranty unless Owner exercises reasonable and diligent care in the maintenance of the Duro-Last System, including but not limited to inspecting and maintaining the Duro-Last System regularly and as needed, including after storms or natural disasters, and for removing any debris from the Duro-Last System, rooftop, and adjacent areas, and maintaining and keeping all drains in working order and clear of debris and other obstructions.

III. LIMITATIONS and EXCLUSIONS

- A. This No-Dollar Limit Warranty does not apply to a Duro-Last System installed on a single-family residence.
- B. Duro-Last shall not be liable for damages arising from defects in the design or construction of the building or roof assembly, including inadequate or insufficient drainage; nor shall Duro-Last be liable for any other products aside from the Duro-Last System.
- C. Duro-Last is not liable for any Duro-Last System failure nor for subsequent damages arising from Acts of God or causes outside Duro-Last's control including, but not limited to:
 - 1) Damage caused by fire, lightning, hurricane, gale, hail, tornado, flood, earthquake, animals, insects; or
 - 2) Damage caused by accident, vandalism, intentional act, negligence or failure to use reasonable care, whether on the part of the Owner or another; or
 - 3) Damage caused by any unauthorized modification to the Duro-Last System including, but not limited to: damage caused by unauthorized components used in installation or repair, by additional equipment or structures added to or made a part of the roof, by traffic, or by chemicals not normally found in nature or the like; or
 - 4) Interior condensation and/or moisture entering the Duro-Last System through walls, copings, structural defects, HVAC systems, or any part of the building structure, including from adjacent buildings.
- D. Duro-Last does not warrant the watertightness of metal products that are located outside of the termination of the Duro-Last membrane.
- E. Duro-Last does not warrant against color change and/or pattern change and/or print change in the Duro-Last System.
- F. Duro-Last shall have no liability under any theory of law for any claims, repairs, or other damages relating to the presence of asbestos or any vapors, fumes, molds, fungi, bacteria, spores, mycotoxins, or the like on or in the Duro-Last System or in the building or in the air or water serving the building.
- G. This No-Dollar Limit Warranty is transferable to subsequent Owners only upon the express written consent of Duro-Last and at Duro-Last's sole discretion. Duro-Last reserves the right to require an inspection of the Duro-Last

OVER: CONTINUED ON BACK



ORIGINAL

System prior to transfer of this No-Dollar Limit Warranty. The Owner (undersigned below) must pay a \$500 warranty transfer fee and must pay for any non-warranted repairs identified by Duro-Last during any pre-transfer inspection. A transfer of this No-Dollar Limit Warranty shall not be effective unless all outstanding Duro-Last invoices have been satisfied.

- H. This No-Dollar Limit Warranty must be signed by a Duro-Last QA Tech Rep or Quality Assurance Manager. Coverage under the terms of this No-Dollar Limit Warranty begins on the Effective Date. The Effective Date is determined by Duro-Last. Failure of the Owner or Contractor to sign this No-Dollar Limit Warranty does not alter the Effective Date.
- I. This No-Dollar Limit Warranty shall be governed by the laws of the State of Michigan without regard to principles of conflicts of law. Duro-Last and Owner hereby agree that the Circuit Court for the County of Saginaw, State of Michigan, or the United States Federal District Court for the Eastern District of Michigan in Bay City, shall have the exclusive jurisdiction to determine any and all disputes, or claims relating to this No-Dollar Limit Warranty and do hereby submit themselves to the sole personal jurisdiction of those Courts.
- J. No claim, suit, or other proceeding arising out of or related to the Duro-Last products or these terms, including without limitation this No-Dollar Limit Warranty, may be brought by the Owner or anyone else after one (1) year from the date it accrues.
- K. Duro-Last does not waive any rights under this No-Dollar Limit Warranty by refraining from exercising its rights in full in one or more instances.

THIS NO-DOLLAR LIMIT WARRANTY AND THE RESPONSIBILITIES AND REMEDIES STATED HEREIN ARE EXPRESSLY AGREED TO BY OWNER AND DURO-LAST AND CONSTITUTE THE SOLE WARRANTY AND REMEDIES OF THE OWNER FOR ANY ALLEGED DEFECT OR FAILURE OF THE DURO-LAST SYSTEM, WHETHER MEMBRANE, ACCESSORIES, OR CONTRACTOR WORKMANSHIP.

THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (EITHER EXPRESS OR IMPLIED IN FACT, LAW OR CUSTOM) THAT EXTEND BEYOND THE EXPRESS TERMS STATED IN THIS NO-DOLLAR LIMIT WARRANTY TO THE FULL EXTENT DISCLAIMER IS PERMITTED BY LAW. OWNER AND DURO-LAST TOGETHER JOINTLY DISCLAIM ANY OTHER OR FURTHER WARRANTIES EXCEPT THOSE INCLUDED IN THIS DOCUMENT. IN ANY EVENT, ANY IMPLIED WARRANTY THAT MAY ARISE BY LAW IS LIMITED IN DURATION TO THE TERM HEREIN. THE REPAIR, OR REPLACEMENT PROVIDED HEREIN IS EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES. DURO-LAST WILL HAVE NO LIABILITY TO ANYONE FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION PROPERTY DAMAGE, LOST PROFITS, LOST USE OR ANY OTHER PECUNIARY DAMAGE, WHETHER DUE TO ANY DEFECT IN THE PRODUCTS, BREACH OF THIS AGREEMENT, DELAY, NON-DELIVERY, NON-PERFORMANCE, RECALL, OR ANY OTHER REASON. ALL CLAIMS FOR NEGLIGENCE AND FOR FAILURE OF ESSENTIAL PURPOSE ARE EXPRESSLY WAIVED, RELEASED, AND EXCLUDED.

THERE ARE NO THIRD-PARTY BENEFICIARIES TO THESE TERMS. OWNER ACKNOWLEDGES THESE LIMITATIONS AND WAIVERS, DECLARES THAT THEY HAVE BEEN READ AND UNDERSTOOD, AND AGREES TO BE SO BOUND. ANY PAYMENT FOR THE DURO-LAST SYSTEM OR REGISTRATION OF THE WARRANTY WITH DURO-LAST SIGNIFIES THAT THE OWNER HAS VOLUNTARILY AND KNOWINGLY CONSENTED TO ALL TERMS.

The Contractor is not an agent of Duro-Last and does not have authority to bind Duro-Last. If any Contractor or sales representative made any statements about Duro-Last, its products, services, obligations, or warranties, those statements cannot be relied upon by Owner or any other party and cannot be attributed to Duro-Last. Furthermore, no person may change or modify any terms or conditions of this No-Dollar Limit Warranty, unless in writing and signed by the authorized representative of the Owner and by a Duro-Last officer or by the Duro-Last Quality Assurance Manager.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO SUCH A LIMITATION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE. If any provision or individual term herein is invalid or unenforceable under any applicable law, the provision or term will be ineffective to that extent and for the duration of the illegality, but the remaining provisions and terms will be unaffected.

DURO-LAST®, INC.
525 Morley Drive
Saginaw, MI 48601

Signature of Duro-Last QA Tech Rep or QA Manager

Name of Building

Signature of Owner

Address of Building

Owner (printed)

City, State & Zip of Building

Signature of Contractor

Building Designation

Contractor (printed)

Effective Date

Square Footage

Serial No.

Warranty No.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION



ORIGINAL

CONSTRUCTION INDUSTRY LICENSING BOARD

THE ROOFING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

VILLARREAL, BLAINE

NEXT DIMENSION CONSTRUCTION INC.

13624 SE HWY 441

SUMMERFIELD FL 34491

LICENSE NUMBER: CCC1331563

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



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Ron DeSantis, Governor

Melanie S. Griffin, 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



ORIGINAL



VILLARREAL, BLAINE

NEXT DIMENSION CONSTRUCTION INC.

13624 S US HIGHWAY 441

SUMMERFIELD FL 34491

LICENSE NUMBER: CGC1534617

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/29/2024

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 have **ADDITIONAL INSURED** provisions or 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 Bell Scott Insurance Roofers Choice Insurance PO Box 2567 Waxahachie TX 75168		CONTACT NAME: Emily Volentine PHONE (A/C, No, Ext): 972-938-9676 E-MAIL ADDRESS: coi@rooferschoiceinsurance.com FAX (A/C, No): 877-937-7521														
INSURED Next Dimension Construction Inc. 13624 US 441 S. Summerfield FL 34491		<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Summit Specialty Insurance Company</td><td>16889</td></tr><tr><td>INSURER B :</td><td></td></tr><tr><td>INSURER C :</td><td></td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Summit Specialty Insurance Company	16889	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER C :																
INSURER D :																
INSURER E :																
INSURER F :																

COVERAGES**CERTIFICATE NUMBER:** 284837223**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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			SCGL004000004500	3/31/2023	3/31/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
CCC - 1331563

CERTIFICATE HOLDER**CANCELLATION**

City of South Daytona
1672 South Ridgewood Ave.
South Daytona FL 32119

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