#### **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:

Name of Business

Authorized Signature

DOVOMMa J. Roberts, President.

3/12/24

Date

THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH YOUR RFP.

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

PROJECT IDENTIFICATION: South Daytona Municipal Complex Roof Replacement

RFP IDENTIFICATION AND NUMBER: 1	RFP NO.	2024-001
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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:	1st Class	Roofing,	Inc.	
		8		

Mailing Address: P.O. Box 3811, Winter Haven, FL 33885

Street Address: 1815 Thornhill Rd. Suite 3015.

City/State/Zip: Auburndale, FL 33823

Phone Number: (863) 324-4043 FAX Number: (\_\_\_\_\_)

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.

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
 22
 24
 Addendum Number:
 3
 Date:
 2
 27
 24

 Addendum Number:
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 2
 27
 24
 Addendum Number:
 Date:
 Date:
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 27
 24

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 Thirty Thousand	Five Hundred Two Dollars Con
(In Figures) \$ 330, 502. 20	
IN WITNESS WHEREOF, Bidder has hereunto executed th	is form this 12th day of March , 2024.
1st class Roofing Inc.	
(Name of Bidding Firm)	
(Signature of person signify form)	Dovomma J. Roberts, President (Printed name and Title of person signing form)
	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
STATE OF FL	
COUNTY OF POLK	
This document was sworn to (or affirmed) and subscribed	before me by means ofphysical presence or

online notarization, this 16 day of 11000, 2014

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

Notary Public State of Florida Nicole Marie Meeks My Commission HH 429791 Expires 8/3/2027

My Commission Expires: 8/2027

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RFP.

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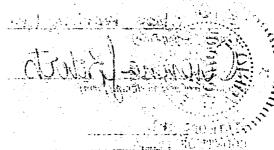
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#### RFP FORM 9C: Drug-Free Preference Statement

<u>IDENTICAL TIE RFPS</u> - 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.

Class Robfing Inc.
(Name of Bidding Firm)
Dovonna J. Roberts President  (Reinted name and Title of names in income form)
(Signature of person signing form) (Printed name and Title of person signing form)
STATE OF FL
COUNTY OF POLK
This document was sworn to (or affirmed) and subscribed before me by means of physical presence or online
notarization, this 12 day of March, 2024 he/she is personally known to me or has presented as identification.
as identification.
Notary Public State of Florida Mala
Nicole Marie Meeks My Commission HH 429791 Notary Public
Expires 8/3/2027 My Commission Expires: 8/2027
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.)

(relationship such as sole proprietor, partner, president, vice president)

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 2024 60 fo
South Daytona Municipal Complex Roof Replacement. This sworn statement is submitted by
1st Class Roofing, Inc. whose business address
is 1815 Thornhill Rd. Suite 3015, Auburndale, FL 33823 and (if applicable)
its Federal Employer Identification Number (FEIN) is 46-38 5585 .(If the
entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:
My name is
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).

	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 authorize	ed representative of the firm, I certify that this firm complies fully with the above requirements.
(Name of Bidding	ma Roberto Dovonna J. Roberto, Presiden
STATE OF	olk
This document online notariza presented	was sworn to (or affirmed) and subscribed before me by means of physical presence or ation, this 12 day of as identification.
	Notary Public State of Florida Nicole Marie Meeks Ny Commission HH 429791 Expires 8/3/2027  Notary Public Notary Public My Commission Expires: 8/2027

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.

Dovonna J. Poberts, Presider  (Signature of person signing form)  Name of Bidder: 1st Class Poofing, Inc.  Address: 1815 Thorn hill Rd.  Suite 3015  City/State/Zip: Auburndale, FL 33823  Phone Number: (863) 324-4043 FAX Number: ()  FEIN Number: 4u-3815585  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):	NA	
(Signature of person signing form)  Name of Bidder:	NO RFP (REASON):	
(Signature of person signing form)  Name of Bidder:   St Class Roofing,   NC.  Address:   B  5 Thornhill Rd.  Suite 30  5  City/State/Zip: Auburndale, FL 33823  Phone Number: (863) 324-4043 FAX Number: ()		
(Signature of person signing form)  Name of Bidder:  ST Class Roofing,  nc.  Address:  B 5 Thornhill Rd.  Suite 30 5  City/State/Zip: Auburndale, FL 33823	FEIN Number: $4u - 3e$	815585
(Signature of person signing form)  Name of Bidder:   St Class Roofing,   NC.  Address:   B  5 Thornhill Rd.  Suite 30  5	Phone Number: (863) 324-	- 4043 FAX Number: ()
(Signature of person signing form)  Name of Bidder:   5   Class Roofing,   nc.  Address:   1815 Thornhill Rd.	City/State/Zip: Auburnde	ale, FL 33823
(Signature of person signing form) (Printed name and Title of person signing form)  Name of Bidder:   5   (   USS	Suite 30	2)(5
(Signature of person signing/form) (Printed name and Title of person signing form)	Address: 1815 The	ornhill Rd.
(Signature of person signing form)  Dovonna J. Roberts, Presider  (Printed name and Title of person signing form)	Name of Bidder: 15+ Clas	ss Roofing, Inc.
11 6.00	(Signature of person signing form)	Dovonna J. Roberts, President (Printed name and Title of person signing form)

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RFP.

#### 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.

(Name of Bidding Firm)	
(Signature of person signing form)	Dovo Ma J. Roberts Presider (Printed name and Title of person signing form)
STATE OF PLK COUNTY OF POLK	
notarization, this 12 day of March 20	before me by means of physical presence or online he/she is personally known to me or has presented
notary Public State of Florida Nicole Marie Meeks My Commission HH 429791 Expires 8/3/2027	Notary Public My Commission Expires: 8/2027
THIS FORM MUST BE COMPLETED	O AND RETURNED WITH YOUR RFP.

#### 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:	Polk co. central Jail Roof Replacement
City, State:	Bartow, FL
Contact Person:	Tabatha Shirah
Telephone Number:	803-534-6757
Email Address:	tabathashirah epolk-county. net
Description of Goods or Services provided:	tabathashirah@polk-county.net 1,500 SQ. Removed existing Duro-Last roof system dinstalled Duro-Last Somil w/12" EPS fanfold
Contract Amount:	\$1,531,586
Start/End Date of Contract:	9/26/22 - 4/16/23

#### Reference 2:

Company Name:	W.S. Badcock Corporation
City, State:	Mulberry, FL
Contact Person:	Randy Taylor
Telephone Number:	863-581-9773
Email Address:	
Description of Goods or Services provided:	randy-taylor ebadcock.com 1,500 Sa. Duro-last 50 mil w/ "12" XPS fanfold Over existingroof.
Contract Amount:	\$ 1,598,800
Start/End Date of Contract:	9/18/23-1/24/24

#### Reference 3:

Company Name:	Eatonville Town Hall Roof Replacement
City, State:	Eatonville, FL
Contact Person:	Jeff Millard
Telephone Number:	407-322-6841
Email Address:	jmilland@cphcorp.com
Description of Goods or Services provided:	130 Sq. Removed existing tock roof of installed 60 mi Duro-Lost membrane over 2" 150 board.
Contract Amount:	\$ 382,988
Start/End Date of Contract:	11/4/23 - 3/29/24 -> length due to HVAC equipment acquisition

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RFP.

#### 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:	NIA	
City, State:		
Description of Work:		
Percent of Contract Price:	Previous Experience Together:	□ Yes □ No
Subcontractor 2:		
Name:		
City, State:		
Description of Work:		
Percent of Contract Price:	Previous Experience Together:	□ Yes □ No
Subcontractor 3:		
Name:		
City, State:		
Description of Work:		
Percent of Contract Price:	Previous Experience Together:	□ Yes

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RFP.

□ No

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

The Vendor agrees to complete the required project milestones listed below within the time frame specified. Milestone #1: Substantial Completion Required Milestone #1 Completion Time\*: 120 days Milestone #2: Final Completion Required Milestone #2 Completion Time\*: +30 days to caual 150 total contract days. 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. Dovoma J. Roberts, President (Printed name and Title of person signing form) (Signature of person signifig form) 1815 Thornhill Rd. Suite 3015 Address: City/State/Zip: Aubwndalc, FL 33823 Phone Number: (563) 324-4043 FAX Number: (\_\_\_\_\_)

\* 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.

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RFP.

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# Document A310 TM - 2010

301 East Fourth Street

Cincinnati, OH 45202

SURETY:

Conforms with The American Institute of Architects AIA Document 310

(Name, legal status and principal place of business)

Great American Insurance Company

#### **Bid Bond**

CONTRACTOR:

(Name, legal status and address)

1st Class Roofing, Inc. 1815 Thornhill Rd, Suite 301S

Winter Haven, FL 33823

OWNER:

(Name, legal status and address)

City of South Daytona

1672 South Ridgewood Ave

South Daytona, FL 32119

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

South Daytona Municipal Complex Roof Replacement, RFP 2024-001

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

day of March, 2024 12th Signed and sealed this

(Witness) (Witness) Eileen Heard, Surety Witness 1st Class Roofing, Inc. (Seal) (Principal)

(Title)

Great American Insurance Company

(Seal) (Surety)

(Title) Kevin Wojtowicz Attorney-in-Fact and Florida Licensed Resident Agent

This document has important

legal consequences. Consultation with an attorney is encouraged

with respect to its completion or

other party shall be considered plural where applicable.

Any singular reference to Contractor, Surety, Owner or

modification.

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**GREAT AMERICAN INSURANCE COMPANY®** 

Administrative Office: 301 E 4TH STREET CINCINNATI, OHIO 45202 513-369-5000 FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than THREE

No. 0 21600

#### POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name

KEVIN WOJTOWICZ EILEEN C. HEARD JESSICA P. RENO Address ALL OF

ST. PETERSBURG, FLORIDA

Limit of Power ALL

\$100,000,000

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this

9TH day of FEBRUARY , 2021

Attest

My C.B\_

Assistant Secretary

11/ mak 1/ 1/2000

GREAT AMERICAN INSURANCE COMPAN

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 9TH day of

**FEBRUARY** 

2021 , before me personally appeared MARK VICARIO, to me known,

being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST Notary Public State of Ohio My Comm. Expires May 18, 2025

Susan a Lohoust

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

#### CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this

21 day of March 2024

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

#### STANDARD AGREEMENT FOR SERVICES

THIS Standard Agreement fo	or Services	(hereinafter this "Ag	reement"	) is mad	e and
entered into this day of	20_	, by and between	the CITY	OF SC	UTH
DAYTONA, a Florida municipality, w	hose princi	pal address is 1672	S. Ridgew	ood Av	enue,
South Daytona, Florida 32119 (herei	nafter the "(	CITY") and			a
	corporati	on, whose	principal	ad	dress
(he	reinafter	"CONTRACTOR").	The	CITY	and
CONTRACTOR are collectively referre	ed 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:

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. <u>Time and Essence:</u> CONTRACTOR acknowledges that time is of the essence for this Agreement.
- d. <u>Authorization for Services:</u> 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. <u>Liquidated Damages:</u> 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

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.

Upon receipt of a periodic work product, or notice that work has progressed to a 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,

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:

	Avenue, South Daytona, Flori	da 32119;	J
b.	To CONTRACTOR:	, Attention:	<i>.</i>
b.	[insert street address],	[insert city, state, zip].	

To CITY: The City of South Daytona, Attention: City Manager, 1672 Ridgewood

#### 9. Insurance.

a.

- 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:

- 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

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.

- 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

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, <u>Florida Statutes</u>. 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), <u>Florida Statutes</u>, 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

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), <u>Florida Statutes</u>, 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

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.
- Liability Insurance. Contractor shall carry Commercial General Liability v. 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

- 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), <u>Florida Statutes</u>, and shall incorporate in all subcontracts the obligation to comply with §20.055 (5), <u>Florida Statutes</u>.
- 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

- 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

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.

	A Florida Municipality
	WILLIAM C. HALL, Mayor
ATTEST:	(Seal)
JAMES L. GILLIS, City Manager	
Date signed by CITY:	

	[]	
	by [], as its President and agent	l authorized
ATTEST:	(CORPORATE SEAL)	
[] , Secretary		
STATE OF		
The foregoing instrument was acknowled	edged before me by means of $\square$ physica	l presence or
$\square$ online notarization, this $\_$ day of $\_\_$	, 2024, by of	a
Florida corporation, on behalf of the conhas producedas ident		own to me or
Printed/Typed/Stamped Name of Notary My commission expires:		
End of So	olicitation Documents	<del> </del>

South Daytona

South Daytona Municipal Complex Roof Replacement

RFP 2024-001

NOTICE IS HEREBY GIVEN that the City of South Daytona is soliciting bids for South Daytona Municipal Complex Roof Replacement, RFP 2024-001.

DESCRIPTION OF WORK: The City of South Daytona is seeking proposals to install a new thermoplastic roof system or equivalent or a pitched roof system or equivalent for South Daytona Municipal Complex. Proposals should include replacement of skylights.

Respondents will be responsible for a site visit and measurements prior to submitting a proposal. Proposals must be in accordance with the 2023 Florida Building Code.

Proposals must include at minimum a 15 to 20 year Warranty. The selected Contractor shall provide all expertise, personnel, tools, materials, equipment, transportation, supervision and all other services and facilities of any nature necessary to execute and complete the scope of services as outlined in the RFP and their proposal.

Respondents are asked to submit proposals for both a new thermoplastic roof system or equivalent or a pitched roof system or equivalent (if possible).

Proposals will be evaluated on the system proposed and associated pricing. The Selection Committee may ask Respondents to attend a Selection Committee meeting to discuss their proposal(s).

Site Visit / Measurements:

Contact Bid Coordinator Becky Witte at 386-322-3014 or bwitte@southdaytona.org to schedule a date/time for a site visit. A Pre-Bid meeting will be held on Friday, February 9, 2024 at 9:00am at City Hall at 1672 South Ridgewood Avenue, South Daytona, Florida. Bids will be accepted in the City Manager's Office, City Hall, located at 1672 S. Ridgewood Avenue, South Daytona, Florida, until 2:00 P.M. on Thursday, February 29, 2024, at which time bids will be opened in the Council Chamber Room and publicly read aloud. Bids received after the above time and date will be returned unopened. All Bids will be evaluated to ensure they contain all required forms in order to deem the Bidder responsive or non-responsive.

Publication Dates L00000000

https://justpaste.it



# STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

#### CONSTRUCTION INDUSTRY LICENSING BOARD

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

## ROBERTS, DOVONNA JENELL

1ST CLASS ROOFING, INC. 1815 THORNHILL RD SUITE 301S AUBURNDALE FL 33823

**LICENSE NUMBER: CCC1327267** 

**EXPIRATION DATE: AUGUST 31, 2024** 

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/7/2023

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	CONTACT Certificates					
Construction Casualty Insurance, LLC 3637 4th Street North	PHONE (A/C, No, Ext): (727) 502-2190 FAX (A/C, No):					
Suite 310	EDARESS: certs@cci-ins.com					
Saint Petersburg, FL 33704	INSURER(S) AFFORDING COVERAGE	NAIC #				
	INSURER A : Obsidian Specialty Insurance Company	16871				
INSURED	INSURER B : Ascendant Commercial Insurance	13683				
1st Class Roofing Inc	INSURER C: Mesa Underwriting & Specialty Co	36838				
1815 Thornhill Rd Suite 301S	INSURER D : Bridgefield Casualty Insurance Co	10335				
Auburndale, FL 33823	INSURER E : Evanston Insurance Company	35378				
	INSURER F:					
	DELGOION NUMBER.					

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	INDICATED.	NOTWITHSTANDIN	IG ANY REQUIREMEN	NT, TERM OR CONDITION	I OF ANY CONTRACT C	R OTHER DOCUMENT WITH RES	PECT TO WHICH THIS
	CERTIFICATE	MAY BE ISSUED	OR MAY PERTAIN,	THE INSURANCE AFFORD	ED 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				POLICY EXP	LIMIT	s	
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								MED EXP (Any one person)	\$	5,000
								PERSONAL & ADV INJURY	\$	1,000,000
	GEI	N'L AGGREGATE LIMIT APPLIES PER:	Ì					GENERAL AGGREGATE	\$	2,000,000
		POLICY PRO- LOC						PRODUCTS - COMP/OP AGG	\$	2,000,000
1		OTHER:							S	
В	AU	TOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
		ANY AUTO			CA-60568-0	6/10/2023	6/10/2024	BODILY INJURY (Per person)	\$	
1		OWNED X SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$	
	X	HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	s	
									\$	
C	X	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	s	2,000,000
		EXCESS LIAB CLAIMS-MADE	X	X	MX0083001000314	6/10/2023	6/10/2024	AGGREGATE	\$	2,000,000
		DED RETENTIONS	ļ				-		s	
D	WOI	RKERS COMPENSATION EMPLOYERS' LIABILITY						X PER OTH-		
	ANY	PROPRIETOR/PARTNER/EXECUTIVE Y/N	<b></b>	1	0196-55392-000	6/10/2023	6/10/2024	E.L. EACH ACCIDENT	s	1,000,000
1	OFF (Mai	ICER/MEMBER EXCLUDED?	N/A					E.L. DISEASE - EA EMPLOYEE	s	1,000,000
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			1	<u> </u>	<u> </u>	<u> </u>	1	<u> </u>	L	·····

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Glenn Roberts and Dovonna Roberts are excluded from the Workers' Compensation policy. When required by written contract, the certificate holder is listed as additional insured, on a primary non-contributory basis, with regard to the General Liability policy. A waiver of subrogation applies in favor of the certificate holder on the General Liability policy. Excess policy is follow form.

CERTIFICATE HOLDER	CANCELLATION
For Informational Purposes Only	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
ı	AUTHORIZED REPRESENTATIVE  LALES

#### **Detail by Entity Name**

Florida Profit Corporation 1ST CLASS ROOFING, INC.

#### Filing Information

 Document Number
 P13000082093

 FEI/EIN Number
 46-3815585

 Date Filed
 10/07/2013

State FL

Status ACTIVE

#### **Principal Address**

1815 Thornhill Rd., Suite 301S Auburndale, FL 33823

Changed: 01/07/2022

#### **Mailing Address**

P.O. Box 3811 WINTER HAVEN, FL 33885

Changed: 01/09/2018

#### **Registered Agent Name & Address**

ROBERTS, DOVONNA J 5610 LAKE FOX CIRCLE WINTER HAVEN, FL 33884

#### Officer/Director Detail

#### Name & Address

Title P

ROBERTS, DOVONNA J 5610 LAKE FOX CIRCLE WINTER HAVEN, FL 33884

Title VP

ROBERTS, GLENN J, JR. 5610 LAKE FOX CIRCLE WINTER HAVEN, FL 33884



# City of South Daytona Bid Addendum

RFP Number:	2024-001	
RFP Title:	South Daytona Municipal Complex Roof Replacement	
RFP Opening Date:	2:00 P.M. on Thursday, February 29, 2024	

Bid Addendum Number:	1
Bid Addendum Date:	Wednesday, February 14, 2024

Questions Received. Answered from the City of South Daytona are in RED.

I accessed the firehouse roof before departing and noticed they have solar power on the roof.
This often requires a licensed electrician/ solar company to remove and reinstall. Will you be
hiring the contractor for this portion of the project or are we to include the price of hiring a
licensed contractor in our proposal. I have attached photos for reference.

The City will have the solar panels removed prior to roof installation.

2. Core Testing completed by Brett Villarreal, Next Dimension Construction and Roofing

Core test #1 over city hall; Thickness 6" Eps Sloped with Lightweight concrete and tar and gravel surface.

Core test #2 Police Dept roof: Thickness  $3\ 1/2$ " of wet purolite over metal deck mod bit on the surface.

core #4 Fire Station 4 1/2" iso over wood deck tar and gravel on the surface.

Core test #3 police dept sloped roof 8 1/2" iso over metal deck mod bit on the surface.

3. Regarding the skylights, they seem to be in satisfactory condition, necessitating primarily a reglazing/sealing process. The recommended procedure involves removing the existing sealant along the glass pane trim, followed by a thorough cleaning with a solvent, a clear trim prime or master seal, and concluding with resealing the trim. Executing these steps will not only bring the skylights up to industry standards but will also be backed by a 5-year workmanship warranty.

Would you consider this type of renovation, or are you committed to acquiring new skylights? Keep in mind that these can be replaced in the future if you decide that glazing/resealing them is satisfactory.

#### Please bid for the replacement of the skylights.

4. Could you kindly verify whether any electrical work is to be encompassed within the bid, or if you intend to engage a separate contractor for those services?

We do not anticipate any electrical work, but the City has an electrician on staff if any electrical work is required.

Addendum 1 Page 2 of 2

# Core test locations

Google Maps 1672 S Ridgewood Ave



Imagery ©2024 Airbus, Map data ©2024 Google 20 ft

# Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

S	ubcontractor Covered Transactions	
th	the prospective subcontractor,	nat neither it, its principals, nor affiliates are lared ineligible, voluntarily excluded, or
, il	SUBCONTRACTOR	
	1st class Roofing, Inc.	City of South Daytona
	Signature	Sub-Recipient's Name
	Dovonna J. Roberts, President	DEM Control Number
	vame and Title 1815 Thornhill Rd. Suite 3015.	DEM Contract Number
	Street Address Auburndale, FL 33823 City, State, Zip 2-27-24.	FEMA Project Number
1	Date	



# City of South Daytona Bid Addendum

RFP Number:	2024-001	
RFP Title:	South Daytona Municipal Complex Roof Replacement	
RFP Opening Date:	2:00 P.M. on Thursday, February 29, 2024	

Bid Addendum Number:	3
Bid Addendum Date:	Tuesday, February 27, 2024

### Extension of Due Date.

The Due Date will be <u>Tuesday</u>, <u>March 12</u>, <u>2024 at 2:00pm</u>.

The Selection Committee will meet Friday, February 15, 2024.

Staff Recommendation to the City Council will occur on Tuesday, April 9, 2024.