

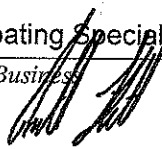
## SECTION 9: RFP FORMS

### 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: U.S Coating Specialists, LLC

*Name of Business*



*Authorized Signature*

Anthony Flett, President

*Printed Name and Title*

3.8.2024

*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:** 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:** U.S. Coating Specialists, LLC

**Mailing Address:** 7410 S US Highway

**Street Address:** Suite 402

**City/State/Zip:** Port Saint Lucie, FL 34952

**Phone Number:** (800) 779-0821 **FAX Number:** (772) 264-3145

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: 2.14.2024

Addendum Number: 3 Date: 2.27.2024

Addendum Number: 2 Date: 2.26.2024

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 Forty Five Thousand Seventy Dollars and Forty Seven Cents Dollars

*(In Words)*

*(In Figures)* \$ 345,070.47

IN WITNESS WHEREOF, Bidder has hereunto executed this form this 8 day of March, 2024.

U.S. Coating Specialists, LLC

*(Name of Bidding Firm)*

*(Signature of person signing form)*

Anthony Flett, President

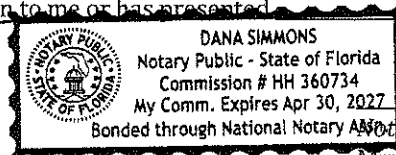
*(Printed name and Title of person signing form)*

STATE OF FL

COUNTY OF Saint Lucie

This document was sworn to (or affirmed) and subscribed before me by means of X physical presence or \_\_\_\_\_ online notarization, this 8 day of March, 2024.

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



*(Signature of Notary Public)*  
My Commission Expires: 4.30.27

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RFP.**

**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.

U.S. Coating Specialists, LLC

(Name of Bidding Firm)

(Signature of person signing form)

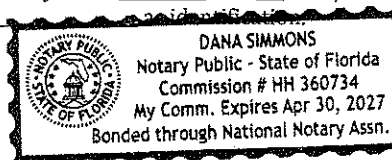
Anthony Flett, President

(Printed name and Title of person signing form)

STATE OF FL

COUNTY OF Saint Lucie

This document was sworn to (or affirmed) and subscribed before me by means of X physical presence or \_\_\_ online notarization, this 8 day of March, 2024, he/she is personally known to me or has presented



(Signature of Notary Public)  
My Commission Expires: 4.30.27

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RFP.**

**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 2024-001 for South Dayona Municipal Complex Roof Replacement. This sworn statement is submitted by

U.S. Coating Specialists, LLC whose business address is 7410 S US Highway One, Suite 402, Port Saint Lucie, FL 34952 and (if applicable)

its Federal Employer Identification Number (FEIN) is 35-2603910. (If the

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

\_\_\_\_\_.)

My name is Anthony Flett and my relationship to the entity named above is

President

(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).

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.

U.S. Coating Specialists, LLC

(Name of Bidding Firm)

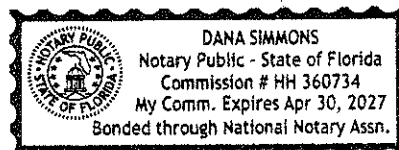
(Signature of person signing form)

Anthony Flett, President

(Printed name and Title of person signing form)

STATE OF FL  
COUNTY OF Saint Lucie

This document was sworn to (or affirmed) and subscribed before me by means of X physical presence or \_\_\_\_\_ online notarization, this 8 day of March, 2024, he/she is personally known to me or has presented \_\_\_\_\_ as identification.



(Signature of Notary Public)  
Notary Public  
My Commission Expires: 4.30.2027

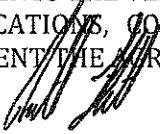
**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RFP.**

**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.

  
(Signature of person signing form)

Anthony Flett, President  
(Printed name and Title of person signing form)

Name of Bidder: U.S Coating Specialists, LLC

Address: 7410 S US Highway  
Suite 402

City/State/Zip: Port Saint Lucie, FL 34952

Phone Number: (800 ) 779-0821 FAX Number: (772 ) 264-3145

FEIN Number: 35-2603901

**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.**

**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. U.S. Coating Specialists, LLC
- (2) Permanent main office address. 7410 S US Highway One, Suite 402, Port Saint Lucie, FL 34952
- (3) Date organized. August 2017
- (4) If a corporation, where incorporated. Florida
- (5) How many years have you been engaged in the contracting business under your present firm or trade name? 6 years
- (6) Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.) See attached
- (7) General character of work performed by your company. Roofing
- (8) Have you ever failed to complete any work awarded to you? If so, where and why? No
- (9) Have you ever defaulted on a contract? If so, where and why? No
- (10) List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed. See attached
- (11) List your major equipment currently owned or leased. See attached
- (12) Experience in work similar to this type of project. See attached
- (13) Background and experience of the principal members of your organization, including the officers. See attached
- (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.

U.S. Coating Specialists, LLC

(Name of Bidding Firm)

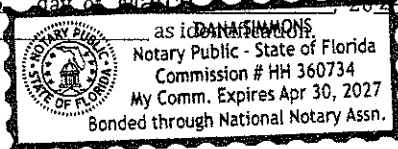
(Signature of person signing form)

Anthony Flett, President

(Printed name and Title of person signing form)

FL  
STATE OF  
COUNTY OF Saint Lucie

This document was sworn to (or affirmed) and subscribed before me by means of X physical presence or     online notarization, this 8 day of March, 2021, he/she is personally known to me or has presented



[Signature]  
Notary Public  
My Commission Expires: 4/30/2027

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RFP.**



**RFP Form 9F**  
**Statement of Vendor Qualifications**

(6) Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)

**Contract Name: Tampa International Airport**

Job Name: North Air Cargo Roof Replacement

Contract amount: \$2,136,515.40

Completion Date: 4.3.24

**Contract Name: R.B. Marks Construction**

Job Name: R.B. Marks Construction 511 Codisco Way

Contract amount: \$874,981.03

Completion Date: 5.1.24

**Contract Name: BBT Holdings FL LLC**

Job Name: BBT Holdings

Contract amount: \$153,500

Completion Date: 3.15.24

**Contract Name: Hooks Construction**

Job Name: Kiddie Academy

Contract amount: \$18,492.79

Completion Date: 3.10.24

**Contract Name: 1971 SW Biltmore**

Job Name: 1972 SW Biltmore Street

Contract amount: \$31,000.00

Completion Date: 3.22.24

**Contract Name: RB Marks Construction**

Job Name: 511 Codisco Way Interior Alterations & Egres Door

Contract amount: \$24,786.53

Completion Date: 3.7.24

**Contract Name: L&S Bait Company**

Job Name: L & S Bait Company

Contract amount: \$141,069.00

Completion Date: 3.30.24

**Contract Name: ML Vintage**

Job Name: Blue Water

Contract amount: \$177,493.87

Completion Date: 3.10.24

(10) List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed:

**Contract Name: Manatee County Port Authority**

Job Name: Port of Manatee WH #10

Contract amount: \$2,481,000

Completion Date: 1.16.23

**Contract Name: Piper Aircraft, Inc.**

Job Name: Piper Buildings 14 & 15

Contract Amount: \$732,001.88

Completion Date: 5.1.23

**Contract Name: Piper Aircraft, Inc.**

Job Name: Piper Phase 3 Year 2023 (8) Buildings

Contract Amount: \$1,476,029.36

Completion Date: 3.27.23

**Contract Name: Piper Aircraft, Inc.**

Job Name: Piper Phase 1 Year 2021

Contract Amount: \$1,264,293.79

Completion Date: 4.16.21

**Contract Name: Piper Aircraft, Inc.**

Job Name: Piper Building 4

Contract Amount: \$436,384.10

Completion Date: 1.21.22

**Contract Name: Piper Aircraft, Inc.**

Job Name: Piper Building 5

Contract Amount: \$419,066.25

Completion Date: 2.11.22

**Contract Name: Marriott International**

Job Name: Marriott Lake Mary

Contract Amount: \$320,000

Completion Date: 12.28.21

**Contract Name: Process Systems**

Job Name: Process Systems

Contract Amount: \$230,483.25

Completion Date: 5.13.22

**Contract Name: St. Joes**

Job Name: St. Joes Plaza

Contract Amount: \$249,308.06

Completion Date: 1.4.22

**Contract Name: St. Joes**

Job Name: St. Joes Business Center

Contract Amount: \$186,243.88

Completion Date: 1.28.22

**Contract Name: Estate Companie-Alure @ Westland**

Job Name: Estate Companie-Alure @ Westland

Contract Amount: \$215,050.04

Completion Date: 9.4.22

**Contract Name: Futura Yacht Club Building A Condominium Association, Inc.**

Job Name: Futura Condominium

Contract Amount: \$207,510.19

Completion Date: 2.28.24

**Contract Name: Elite Investments**

Job Name: 3151 Executive Way, Hollywood

Contract Amount: \$164,111.52

Completion Date: 6.9.22

**Contract Name: Salem Center**

Job Name: Salem Center

Contract Amount: \$158,256.50

Completion Date: 7.8.22

(11) List your major equipment currently owned or leased: See attached spreadsheet

(12) Experience in work similar to this type of project:

**Contract Name: Tampa International Airport**

Job Name: North Air Cargo Facility

**Contract Name: Piper Aircraft**

Job Name: Piper Building 14 & 15

**Contract Name: Port of Manatee**

Job Name: Warehouse #10

**Contract Name: BBT Holdings**

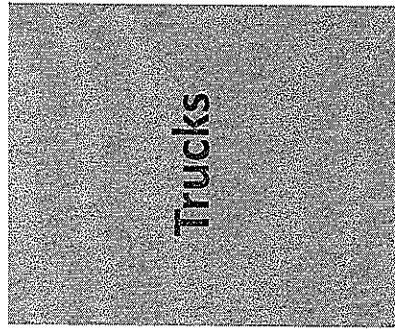
Job Name: BBT Holdings

(13) Background and experience of the principal members of your organization, including officers:

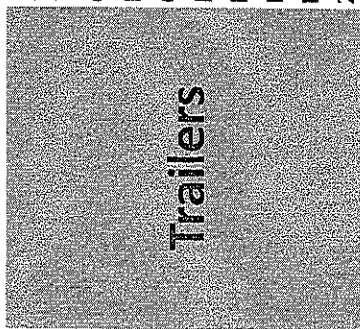
**Anthony Flett** is the esteemed Founder and CEO of U.S. Coating Specialists, boasting a robust background in architectural engineering and building construction that spans over two decades. Throughout his career, Anthony has amassed a wealth of expertise, holding coveted certifications from industry giants such as Firestone, Carlisle, Henry, and numerous other leading construction supply manufacturers. With a remarkable portfolio that includes oversight of more than 200 commercial roofing projects, Anthony has been instrumental in steering U.S. Coating Specialists towards excellence in the construction sector. His deep-rooted passion for precision and quality shines through in every project undertaken by the company

**Jeffrey Miller** is the co-founder and co-owner of US Coating Specialists. He oversees daily financial operations as well as insurance, bonding, and legal needs for the company. He is a licensed Florida RE Broker. Jeff has a Bachelor's of Science in Real Estate Studies and an AA in General Business. Jeffrey Honorably served 5 years with the US Coast Guard as an Electronics Technician 2nd Class Petty Officer. He attended 11months of military electronics school during his service as well as many other trainings in law enforcement and financial education. Jeff also is the managing partner, broker and owner of Management Specialists, a privately owned property management company overseeing over 280 residential and commercial properties from South Beach Miami to Fort Pierce, Florida. He is also the co-founder and vice president of the Saint Lucie County Landlord Association and sits on the Citizens Advisory Taskforce of St. Lucie County since 2013.

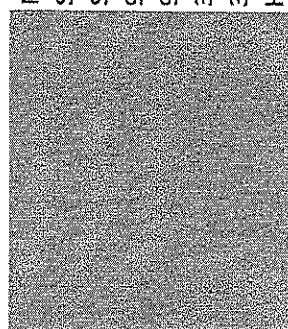
**Ryan Saibic** was born into the roofing business following his father's footsteps at a young age. Ryan has over 35-years hands on experience installing the majority of all roofing systems including single ply membranes TPO, PVC and EPDM, BUR, modified bitumen, coal tar pitch, sheet metal fabrication, asphalt shingles, roof tile clay and concrete, standing seam metal, exposed fastener metal roofing systems, polyurethane spray roof foam, roof coatings, tapered insulation layouts, cedar shakes and preventative maintenance programs. Ryan has installed roofing systems throughout the United States at Home Depot's, Walmart's, shopping centers, historical buildings, warehouses and condominiums to name a few. Ryan has extensive experience in estimating, project management, sales, production and training employees the roofing trade. Ryan's quick thinking and problem solving skills in the roofing industry sets him far apart from the competition. Ryan oversees all of US Coating Specialists projects throughout the United States to ensure our clients roofing systems are installed on time and above and beyond the manufacturers specifications.



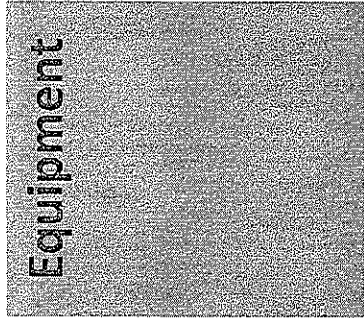
Model	Make	Year	Quantity	Mileage	Value
F-450 Platinum	Ford	2017	1	60k	\$ 60,000.00
F-350	Ford	2015	1	140k	\$ 15,000.00
F-350 Dually	Ford	2017	1	120k	\$ 45,000.00
F-250	Ford	2011	1	170k	\$ 15,000.00
Tacoma	Toyota	2019	1	75k	\$ 22,000.00
F-150	Ford	2012	1	130k	\$ 10,000.00
2500HD	Chevrolet	2014	1	80k	\$ 16,000.00
F-250 King Ranch	Ford	2022	1	70k	\$ 80,000.00
F-150 King Ranch	Ford	2023	1	2k	\$ 65,000.00
4300	International	2007	1	210k	\$ 20,000.00
F-350 Dually	Ford	2023	1	10k	\$ 80,000.00



Pressure Wash Equipment	TCTR	2022	1	n/a	\$ 10,000.00
Gooseneck #2	Freedom	2019	1	n/a	\$ 7,000.00
Foam Rig #2	Big Tex	2018	1	n/a	\$ 17,000.00
Gooseneck	Lark	2018	1	n/a	\$ 65,000.00
Enclosed 24 Ft. Equipment	Big Tex	2019	1	n/a	\$ 20,000.00
Foam Rig #1	PAMR	2019	1	n/a	\$ 15,000.00
Dump	Road Runner	2018	1	n/a	\$ 4,000.00
24Ft. Enclosed	MNMW	2018	1	n/a	\$ 70,000.00
	HKET	2021	1	n/a	\$ 10,000.00
	SGAC	2013	1	n/a	\$ 15,000.00



Mega Boom	JLG		1	n/a	\$ 45,000.00
S-45	Genie		1	n/a	\$ 40,000.00
SprayBot	SprayWorks	2022	1	n/a	\$ 15,000.00
933	Graco	2020	1	n/a	\$ 17,000.00
933	Graco	2021	1	n/a	\$ 17,000.00
3900	Graco	2021	1	n/a	\$ 5,500.00
3900	Graco	2021	1	n/a	\$ 5,500.00
H-PX3	Graco	2018	1	n/a	\$ 45,000.00



H-PX3	Graco	2019	1	n/a	\$ 50,000.00
Barrel Crusher	CMW	2021	1	n/a	\$ 7,500.00
97-0675	Yale	2007	1	n/a	\$ 6,500.00
395 Hi-Boy	Graco	2021	1	n/a	\$ 1,739.00
395 Hi-Boy	Graco	2021	1	n/a	\$ 1,739.00
Spud Machine 30400	Gator	2023	1	n/a	\$ 4,200.00
Varimat V2	Leister	2022	2	n/a	\$ 9,500.00
Tazmanian Roof Cutter	ASE	2021	2	n/a	\$ 5,000.00
GS-36	Garlock	2021	1	n/a	\$ 6,812.00
Roof Warrior	Garlock	2022	1	n/a	\$ 11,568.00
TOTAL					\$ 970,058.00

**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:**

<i>Company Name:</i>	Tampa International Airport
<i>City, State:</i>	Tampa, Florida
<i>Contact Person:</i>	Chris Rhodes
<i>Telephone Number:</i>	813-220-0847
<i>Email Address:</i>	crhodes@tampaairport.com
<i>Description of Goods or Services provided:</i>	Roof replacement with new single roof membrane
<i>Contract Amount:</i>	\$2,136,515.40
<i>Start/End Date of Contract:</i>	6.9.23/4.3.24

**Reference 2:**

<i>Company Name:</i>	Piper Aircraft
<i>City, State:</i>	Vero Beach, FL
<i>Contact Person:</i>	Duane Hoppe
<i>Telephone Number:</i>	Duane Hoppe 772-299-2385
<i>Email Address:</i>	duane.hoppe@piper.com
<i>Description of Goods or Services provided:</i>	Roof replacement with new single roof membrane
<i>Contract Amount:</i>	\$732,001.88
<i>Start/End Date of Contract:</i>	2.1.23/2.17.23

**Reference 3:**

<i>Company Name:</i>	Manatee County Port Authority
<i>City, State:</i>	Palmetto, FL
<i>Contact Person:</i>	Clyde Joseph
<i>Telephone Number:</i>	941-720-4840
<i>Email Address:</i>	cjoseph@seaportmanatee.com
<i>Description of Goods or Services provided:</i>	Metal Roof Over
<i>Contract Amount:</i>	\$2,481,000.00
<i>Start/End Date of Contract:</i>	11.7.22/1.16.23

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RFP.**



<b>RFP FORM 9H:</b> <b>Listing of Subcontractors</b>
---

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:**

<i>Name:</i>	N/A		
<i>City, State:</i>			
<i>Description of Work:</i>			
<i>Percent of Contract Price:</i>		<i>Previous Experience Together:</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No

**Subcontractor 2:**

<i>Name:</i>	N/A		
<i>City, State:</i>			
<i>Description of Work:</i>			
<i>Percent of Contract Price:</i>		<i>Previous Experience Together:</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No

**Subcontractor 3:**

<i>Name:</i>	N/A		
<i>City, State:</i>			
<i>Description of Work:</i>			
<i>Percent of Contract Price:</i>		<i>Previous Experience Together:</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RFP.**

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

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

Milestone #1: Complete the City Hall and the Police Station Roof Sections

Required Milestone #1 Completion Time\*: 90 Days

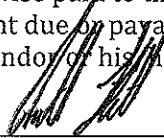
Milestone #2: Complete the Fire Station Roof Section

Required Milestone #2 Completion Time\*: 30 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.

  
(Signature of person signing form)

Anthony Flett, President

(Printed name and Title of person signing form)

Name of Bidder: U.S. Coating Specialists, LLC

Address: 7410 S US Highway 1, Suite #402

City/State/Zip: Port Saint Lucie, FL 34952

Phone Number: ( 800 ) 779-0821 FAX Number: ( 772 ) 264-3145

\* 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.**

**RFP FORM 9J:  
Bid Bond**

**KNOW ALL MEN BY THESE PRESENTS**, that we U.S. Coating Specialists, LLC  
(hereinafter called the Principal) and FCCI Insurance 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 --- (5% of Bid) Dollars  
(\$ %5 of Bid) 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 12th day of March, 2024.

U.S. Coating Specialists, LLC

(Principal)

By: \_\_\_\_\_

**ATTEST:** FCCI Insurance Company

(Surety)

By: [Signature]  
Elif Aslan, Attorney-In-Fact

Seal

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RFP.**



## GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Elif Aslan; Ivonne DeArmas; Clinton J. Diers; Laura Lee Dipersico

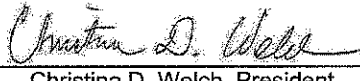
Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$20,000,000.00): \$20,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest:



Christina D. Welch, President  
FCCI Insurance Company





Christopher Shoucair,  
EVP, CFO, Treasurer, Secretary  
FCCI Insurance Company

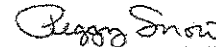
State of Florida  
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027



PEGGY SNOW  
Commission # HH 326535  
Expires February 27, 2027



Notary Public

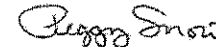
State of Florida  
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027



PEGGY SNOW  
Commission # HH 326535  
Expires February 27, 2027



Notary Public

## CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this

12th

day of

March

2020



Christopher Shoucair, EVP, CFO, Treasurer, Secretary  
FCCI Insurance Company

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

<b>STANDARD AGREEMENT FOR SERVICES</b>
--

**THIS Standard Agreement for Services** (hereinafter this "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, 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 \_\_\_\_\_, a \_\_\_\_\_ corporation, whose principal address \_\_\_\_\_ (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:

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

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,

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: \_\_\_\_\_, Attention: \_\_\_\_\_  
\_\_\_\_\_  
[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:



- 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.**

- 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

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

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

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

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

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.

**CITY OF SOUTH DAYTONA,**  
A Florida Municipality

\_\_\_\_\_  
WILLIAM C. HALL, Mayor

ATTEST:

(Seal)

\_\_\_\_\_  
JAMES L. GILLIS, City Manager

Date signed by CITY: \_\_\_\_\_

by \_\_\_\_\_

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

(CORPORATE SEAL)

ATTEST:

[...] , Secretary

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_ of \_\_\_\_\_, a Florida corporation, on behalf of the corporation, and he/she is personally known to me or has produced \_\_\_\_\_ as identification.

Signature of Notary Public - State of Florida

Printed/Typed/Stamped Name of Notary

My commission expires: \_\_\_\_\_

### *End of Solicitation Documents*



THIS AGREEMENT is made and entered into on this 10<sup>th</sup> day of March 2024 between **U.S. Coating Specialists.** (hereinafter referred to as Contractor), and **City of South Daytona.** (hereinafter referred to as Owner) whose address is 1672 S Ridgewood Avenue South Daytona, Florida 32119. Collectively, Contractor and Owner may be referred to as "Parties".

WHEREAS, Owner desires to enter into this Agreement with Contractor to perform certain work (hereinafter the "Work" or the "Project") on the premises located at 1672 S Ridgewood Avenue South Daytona, Florida 32119. (hereinafter the "Property").

WHEREAS, Owner warrants, acknowledges, and affirms that Owner is the legal owner of the Property and has any and rights necessary to contract with Contractor so that Contractor may perform the Work on the Property.

WHEREAS, Contractor desires to perform the Work and will furnish all labor and materials necessary to perform the Work at the Property.

NOW THEREFORE, for the mutual consideration, which is hereby acknowledged as sufficient, the undersigned agree and acknowledge as follows:

**ADDRESS OF THE WORK:**

1672 S Ridgewood Avenue South Daytona, Florida 32119

**SCOPE OF THE WORK:** *Roof Replacement // Fully Adhered TPO Single Ply Membrane*

***City Hall Section***

- Remove existing tar and gravel roofing system down to lightweight concrete deck and place into a dumpster supplied by USCS.
- Broom sweep and blow off entire roof deck with a gas-powered blower.
- Remove and replace damaged lightweight concrete decking at a rate of \$7.50 per square foot.
- Adhere one (1) layer of ½" dens deck cover board with low-rise foam adhesive over the existing lightweight concrete deck in accordance with the Florida Building Code and manufacturer specifications.
- Fully adhere one (1) layer of white .060 mil TPO single ply membrane with solvent-based bonding adhesive over the previously installed ½" dens deck cover boards and up vertical walls in accordance with the Florida Building Code and manufacturer specifications.
- Terminate the previously installed TPO single ply membrane at walls and curbs with an aluminum termination bar and masonry drive pins in accordance with the Florida Building Code and manufacturer specifications.



- Fully adhere one (1) layer of white .060 mil TPO single ply membrane with solvent-based bonding adhesive around curbs and up vertical walls in accordance with the Florida Building Code and manufacturer specifications.
- Fabricate and install 040 painted (Kynar finish) aluminum counter flashings at curbs and walls in accordance with the Florida Building Code and manufacturer specifications.
- Install aluminum retro-fit drains in accordance with the Florida Building Code and manufacturer specifications.
- Fabricate and install 040 painted (Kynar finish) aluminum coping metal with a 050 aluminum hidden cleat in accordance with the Florida Building Code and manufacturer specifications.
- Fabricate and install TPO clad metal through wall scuppers with a 040 painted (Kynar finish) aluminum cover plate at the outside stucco wall in accordance with the Florida Building Code and manufacturer specifications.
- Remove and replace roof vents with custom fabricated 040 painted (Kynar finish) aluminum vents in accordance with the Florida Building Code and manufacturer specifications.
- Install white pre-fabricated TPO pipe boots around plumbing stacks and white split TPO pipe boots around electrical conduit and penetrations in accordance with the Florida Building Code and manufacturer specifications.
- Heat weld all TPO single ply membrane seams with a certified automatic heat welding machine in accordance with the Florida Building Code and manufacturer specifications.
- Remove and replace four (4) skylights with Maxim fall protection tandem curb mount polycarbonate skylights in accordance with the Florida Building Code and manufacturer specifications.
- Remove and replace the roof hatch with an aluminum Bilco roof hatch in accordance with the Florida Building Code and manufacturer specifications.
- Dispose of all roofing related debris at the county landfill.

#### ***Police Department Sections***

- Remove existing modified bitumen roofing system down to metal deck and place into a dumpster supplied by USCS.
- Broom sweep and blow off entire roof deck with a gas-powered blower.
- Remove and replace damaged metal decking at a rate of \$9.00 per square foot.
- Install one (1) base layer of 1.5" Poly ISO roof insulation boards over the metal deck in accordance with the Florida Building Code and manufacturer specifications.



- Mechanically attach a ¼" per foot tapered insulation system over the previously installed base layer of 1.5" Poly ISO roof insulation boards with three (3) inch metal insulation plates and heavy-duty fasteners in accordance with the Florida Building Code and manufacturer specifications.
- Fully adhere one (1) layer of white .060 mil TPO single ply membrane with solvent-based bonding adhesive over the previously installed ¼" per foot tapered insulation system and up vertical walls in accordance with the Florida Building Code and manufacturer specifications.
- Terminate the previously installed TPO single ply membrane at walls and curbs with an aluminum termination bar and masonry drive pins in accordance with the Florida Building Code and manufacturer specifications.
- Fully adhere one (1) layer of white .060 mil TPO single ply membrane with solvent-based bonding adhesive around curbs and up vertical walls in accordance with the Florida Building Code and manufacturer specifications.
- Fabricate and install 040 painted (Kynar finish) aluminum counter flashings at curbs and walls in accordance with the Florida Building Code and manufacturer specifications.
- Fabricate and install 040 painted (Kynar finish) aluminum drip edge flashings with a 050 aluminum hidden cleat in accordance with the Florida Building Code and manufacturer specifications.
- Remove and replace roof vents with custom fabricated 040 painted (Kynar finish) aluminum vents in accordance with the Florida Building Code and manufacturer specifications.
- Install white pre-fabricated TPO pipe boots around plumbing stacks and white split TPO pipe boots around electrical conduit and penetrations in accordance with the Florida Building Code and manufacturer specifications.
- Heat weld all TPO single ply membrane seams with a certified automatic heat welding machine in accordance with the Florida Building Code and manufacturer specifications.
- Remove and replace one (1) skylight with a curb mount polycarbonate skylight in accordance with the Florida Building Code and manufacturer specifications.
- Pressure clean outside concrete ledger around perimeter of flat roof sections and apply white 100% high solids silicone roof coating at a rate of 2.5 gallons per 100 square feet in accordance with the Florida Building Code and manufacturer specifications.
- Dispose of all roofing related debris at the county landfill.



### ***Fire Station Section***

- Remove existing tar and gravel roofing system down to plywood sheathing deck and place into a dumpster supplied by USCS.
- Broom sweep and blow off entire roof deck with a gas-powered blower.
- Remove and replace damaged plywood sheathing decking at a rate of \$3.75 per square foot.
- Mechanically attach one (1) layer of four (4) inch Poly ISO roof insulation boards over the existing plywood sheathing deck in accordance with the Florida Building Code and manufacturer specifications.
- Fully adhere one (1) layer of white .060 mil TPO single ply membrane with solvent-based bonding adhesive over the previously installed four (4) inch Poly ISO roof insulation boards and up vertical walls in accordance with the Florida Building Code and manufacturer specifications.
- Terminate the previously installed TPO single ply membrane at walls and curbs with an aluminum termination bar and masonry drive pins in accordance with the Florida Building Code and manufacturer specifications.
- Fully adhere one (1) layer of white .060 mil TPO single ply membrane with solvent-based bonding adhesive around curbs and up vertical walls in accordance with the Florida Building Code and manufacturer specifications.
- Fabricate and install 040 painted (Kynar finish) aluminum counter flashings at curbs and walls in accordance with the Florida Building Code and manufacturer specifications.
- Fabricate and install 040 painted (Kynar finish) aluminum drip edge flashings with a 050 aluminum hidden cleat in accordance with the Florida Building Code and manufacturer specifications.
- Remove and replace roof vents with custom fabricated 040 painted (Kynar finish) aluminum vents in accordance with the Florida Building Code and manufacturer specifications.
- Install aluminum retro-fit drains in accordance with the Florida Building Code and manufacturer specifications.
- Install white pre-fabricated TPO pipe boots around plumbing stacks and white split TPO pipe boots around electrical conduit and penetrations in accordance with the Florida Building Code and manufacturer specifications.
- Heat weld all TPO single ply membrane seams with a certified automatic heat welding machine in accordance with the Florida Building Code and manufacturer specifications.
- Dispose of all roofing related debris at the county landfill.

**Note //** Electrical work and solar panel removal and reinstallation by others.



### **WARRANTY:**

1. All warranty costs are included in this Contract Price.
2. Manufacturer and/or Contractor will remedy any leak through the new system at no additional cost to the Owner during the Warranty Period unless such damage is caused by other trades, acts of God and/or situations not attributable to faulty materials or workmanship.
3. Contractor shall not be liable for damages due to any delay and/ or default in performance under this Agreement caused by conditions beyond Contractor's control, including but not limited to, Acts of God, government restrictions, continuing domestic or international problems such as war, insurrection, strikes, fires, floods, hurricanes, tropical weather systems, rain, hail, earthquakes, work stoppages, and/ or embargoes.
4. The contractor is expressly not responsible for the interior of the Property, and any contents contained therein, located below the roof sheathing.

### **CONTRACT PRICE**

20-Year NDL Labor and Material Warranty

\$345,070.47

### **PAYMENT TERMS**

1. 40% of the Contract Price is due upon written acceptance and scheduling of work.
2. 30% of payment is due upon 40% completion of work.
3. 20% of payment is due upon 70% completion of work.



4. Final payment of the remaining 10% is due upon passing final inspection by the building department. Payment must be received no later than 5 business days from the date inspection passes.

- Upon approval of the Work, a schedule of events will be agreed upon by the parties.
- This Contract Price is valid for thirty (30) days from the date of this agreement.
- Payments not received within 30 days of the completion of the work will incur, simple interest of 1 ½% every 30 days that payment is not received for a total of 18% per annum.
- Failure by Owner to pay any portion of the total contract price, at any time and for any reason, may result in any applicable warranty not being issued, and will subject the owner to waiver of any and all claims under same until such time as all payments are made without extension of the applicable warranty period which shall begin to run as if payment were made timely and in full
- Any HVAC and/or other work necessary to permit Contractor to perform the Work under this agreement will be at the owner's sole expense. Contractor will advise Owner in writing of any work which Contractor believes is necessary in order for Contractor to perform the Work.
- Schedule of values will be provided upon execution of this agreement.

#### **STATUTORY DISCLOSURES**

##### **A. Construction Lien Law**

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (B to 713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A NOTICE TO OWNER. FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

##### **B. Chapter 558, Notice of Claim**

ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.





**C. Construction Industry Recovery Fund, Section 489.1425**

PAYMENT MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS:

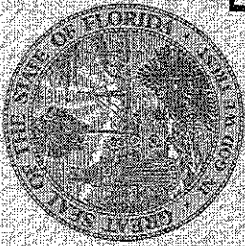
Florida Construction Industry Licensing Board  
1940 N. Monroe Street, Suite 33  
Tallahassee, Florida 32399-1039

EACH PARTY HEREBY WARRANTS AND AGREES THAT IT HAS CAREFULLY READ AND UNDERSTANDS ALL OF THE PROVISIONS OF THIS AGREEMENT AND INTENDS TO BE BOUND BY THIS AGREEMENT.

Execution of THIS Agreement by the Parties' signatures below shall authorize Contractor to proceed with the scope of work on the Project, as stated herein, and to order materials, and signifies acknowledgement and acceptance of the same by the Owner /Owner's representative for work to proceed in an agreed time and manner.

U.S. Coating Specialists	Date	Owner/Representative	Date
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*Thank you for the opportunity to bid on this Project.*



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

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

**BRUNKE, ROBERT DOUGLAS**

US COATING SPECIALISTS LLC  
500 FARMERS MARKET RD  
FORT PIERCE FL 34982-6663

**LICENSE NUMBER: CCC1331851**

**EXPIRATION DATE: AUGUST 31, 2024**

Always verify licenses online at [MyFloridaLicense.com](http://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)

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 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).

<b>PRODUCER</b> Acrisure Southeast - Frank H Furman 1314 East Atlantic Blvd. P. O. Box 1927 Pompano Beach FL 33061	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> (954) 943-5050 <b>FAX (A/C, No):</b> (954) 942-6310 <b>E-MAIL ADDRESS:</b> amillsaps@acrisure.com														
<b>INSURED</b> US Coating Specialists LLC 7410 S US Hwy 1 Port St. Lucie FL 34952	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Hamilton Select Insurance Inc.</td><td>17178</td></tr><tr><td>INSURER B: AmGuard Insurance Company</td><td>42390</td></tr><tr><td>INSURER C: Richmond National Insurance Company</td><td>17103</td></tr><tr><td>INSURER D: Ascot Specialty Insurance Company</td><td>45055</td></tr><tr><td>INSURER E: The Ohio Casualty Insurance Company</td><td>24074</td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hamilton Select Insurance Inc.	17178	INSURER B: AmGuard Insurance Company	42390	INSURER C: Richmond National Insurance Company	17103	INSURER D: Ascot Specialty Insurance Company	45055	INSURER E: The Ohio Casualty Insurance Company	24074	INSURER F:	
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INSURER F:															

**COVERAGES**

CERTIFICATE NUMBER: 24-25 Feb

REVISION NUMBER: without forms

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"/> PROJECT <input type="checkbox"/> LOC OTHER:			PCES335149	6/26/2023	6/26/2024	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 50,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 1,000</td></tr><tr><td>PERSONAL &amp; ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000	MED EXP (Any one person)	\$ 1,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
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PRODUCTS - COMP/OP AGG	\$ 2,000,000																				
	\$																				
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			USA0459349	4/5/2023	4/5/2024	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td>Personal Injury Protection</td><td>\$ 10,000</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$	Personal Injury Protection	\$ 10,000				
COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000																				
BODILY INJURY (Per person)	\$																				
BODILY INJURY (Per accident)	\$																				
PROPERTY DAMAGE (Per accident)	\$																				
Personal Injury Protection	\$ 10,000																				
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			RN-7-0326103	4/5/2023	6/26/2024	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 5,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 5,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 5,000,000	AGGREGATE	\$ 5,000,000		\$								
EACH OCCURRENCE	\$ 5,000,000																				
AGGREGATE	\$ 5,000,000																				
	\$																				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<table border="1"><tr><td>PER STATUTE</td><td>OTH-ER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td></tr></table>	PER STATUTE	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$						
PER STATUTE	OTH-ER																				
E.L. EACH ACCIDENT	\$																				
E.L. DISEASE - EA EMPLOYEE	\$																				
E.L. DISEASE - POLICY LIMIT	\$																				
D	UMERELLA LIABILITY			ESXS2310002060-01	4/5/2023	6/26/2024	EACH OCCURRENCE/AGG \$4,000,000														
E	CONTRACTORS EQUIPMENT			BMO (24) 66111707	4/21/2023	4/21/2024	LEASED OR RENTED \$25,000														

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

**CERTIFICATE HOLDER****CANCELLATION****\*\*Proposal 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.

AUTHORIZED REPRESENTATIVE

Tina Mangum/EF

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