



COPY

**BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA**

RESOLUTION NUMBER 54-2020

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA APPROVES THE AWARD OF RFQL #2020-400, CITY WIDE ANNUAL ROOFING REPAIR AND REPLACEMENT TO TOP FOUR RANKED FIRMS, HI-TECH ROOFING & SHEET METAL, INC. OF LAKE WORTH, FLORIDA, THE ROOF AUTHORITY, INC. OF FORT PIERCE, FLORIDA, CROWTHER ROOFING & SHEET METAL OF FLORIDA, INC. OF FORT MYERS, FLORIDA AND ADVANCED ROOFING, INC OF FORT LAUDERDALE, FLORIDA, PROVIDIG AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA that:

SECTION 1: The City Commission of the City of Stuart hereby approves the award of RFQL #2020-400, City Wide Annual Roofing Repair and Replacement to the four top ranked qualifiers, with authorization to execute final agreements with Advanced Roofing, Inc, Crowther Roofing & Sheet Metal, The Roof Authority, and Hi-Tech Roofing & Sheet Metal, Inc.

SECTION 2: This resolution shall take effect upon adoption.

Resolution No. 54-2020
Approve Award of RFQL #2020-400, City Wide Annual Roofing and Replacement

Commissioner GLASS LEIGHTON offered the foregoing resolution and moved its adoption. The motion was seconded by Commissioner MATHESON and upon being put to a roll call vote, the vote was as follows:

MICHAEL J. MEIER, MAYOR
EULA R. CLARKE, VICE MAYOR
BECKY BRUNER, COMMISSIONER
KELLI GLASS LEIGHTON, COMMISSIONER
MERRITT MATHESON, COMMISSIONER

YES	NO	ABSENT	ABSTAIN
Y			
Y			
Y			
Y			
Y			

ADOPTED this 11th, day of May 2020.

COPY

ATTEST:



Mary Kindel (May 21, 2020 13:57 EDT)
MARY R. KINDEL
CITY CLERK



Michael J Meier (May 18, 2020)
MICHAEL J. MEIER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:



Michael j. Mortell (May 17, 2020)

MICHAEL MORTELL
CITY ATTORNEY





AGREEMENT FOR SERVICES BETWEEN CITY OF STUART AND CONTRACTOR FOR REQUEST FOR QUALIFICATION #2020-400 CITY WIDE ANNUAL ROOFING REPAIR AND REPLACEMENT

CONTRACTOR: HI-TECH ROOFING & SHEET METAL, INC.
2266 4TH AVENUE NORTH
LAKE WORTH, FLORIDA 33461

AGREEMENT FOR SERVICES

THIS AGREEMENT, hereinafter "Contract," made and entered into the 11th day of MAY, 2020 by and between HI-TECH ROOFING & SEET METAL, INC. 2266 4th Avenue North Lake Worth, Florida 33461 hereinafter referred to as "Contractor" and the City of Stuart, Florida, a municipal corporation, 121 S.W. Flagler Avenue, Stuart, Florida 34994, hereinafter referred to as "City", for and in consideration of the following terms, conditions and covenants.

I. PURPOSE OF AGREEMENT

City intends to enter into a contract with Contractor for provision of City-Wide Annual Roofing Repair and Replacement by the Contractor and the payment for those services by City as set forth below.

II. SCOPE OF SERVICES

The Contractor shall provide Roofing Repair and Replacement in all phases of any project for which a WORK ORDER REQUEST has been issued by the City pursuant to this Agreement as hereinafter provided. These services will include Roofing Repair and/or Replacement as described in the Work Order Request. The detailed scope of services to be performed and schedule of fees for those services shall be detailed in each Work Order Request.

Designated areas of the City of Stuart, project services shall include, but not be limited to, furnishing all labor, equipment and materials necessary for any installation within the City.

III. AGREEMENT PROVISIONS

Section 1. Period of Service

1.1 Term of Agreement

Upon award of this Agreement, the effective date of this Agreement shall be the date of execution of this Agreement by both City and Contractor. Term of this agreement shall be for an initial period of one (1) year with the option of two (2) additional one-year renewal periods, upon the mutual agreement of the parties. Extension of the contract for additional thirty (30) day periods, not to exceed 6 months, for the convenience of either party shall be

permissible at the mutual consent of both parties.

Consideration of price increases at each renewal period will be given provided such escalations are justified, reasonable and acceptable to the City. Any price increases must be documented and approved by the City of Stuart only when a written request is received a minimum of ninety (90) days prior to the renewal date. It is also expected that de-escalation of prices will be extended to the City if the market so reflects.

1.2 Work Order Request (WOR)

Each "WOR" shall be in accordance with Section 2.2 Servicing Procedures for Prequalified Contractors of Exhibit B. A Purchase Order will be issued to the lowest bidder of requested Work Order.

Section 2. Compensation and Method of Payment

2.1 Bid Schedule

CITY will compensate Contractor for services under each WOR. The fee due to the Contractor shall be quoted by the successful Contractors as provided on a per project basis by WOR, and awarded to the lowest most responsive and responsible bidder as set forth in each WOR to this Agreement.

2.2 Invoices

Contractor shall submit invoices to the City for work accomplished and accepted by the City under this Contract. Each invoice shall be detailed and include, but not be limited to, a legible copy of the estimate approved by the City Representative, and the date work was completed and accepted by the City.

2.3 Payment

Payment for services rendered is due within thirty days of receipt and approval of invoice by City. Payment is delinquent 30 days following receipt and approval of invoice by City, unless Contractor accepts the Visa Pcard.

If Contractor acknowledges acceptance of purchasing VISA card, all payments for services rendered shall be compensated within 10 days of invoice approval by the City. City shall not pay any service charges or fees for Pcard transactions.

Section 3. Guarantee

The Contractor guarantees to repair, replace or otherwise make good to the satisfaction of the City any defects in workmanship or material appearing in the work within twelve (12) months after the day the work is accepted by the Project Manager of the City. Contractor further guarantees the successful performance of the work for the service intended. Neither inspection nor payment, including final payment by the City shall relieve the Contractor from his or its obligations to do and complete the work in accordance with this contract. If the City deems it inexpedient to require the Contractor to correct deficient

installation or repairs, an equitable deduction from the contract price shall be made therefore or in the alternative the City may sue for damages, or both.

Section 4. **Audit**

The Contractor agrees that the City or any of its duly authorized representatives shall, until the expiration of three years after expenditure of funds under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Agreement. The Contractor agrees that payment(s) made under this Agreement shall be subject to reduction for amounts charged thereto which are found on the basis of audit examination not to constitute allowable costs under this Agreement. The Contractor shall refund by check payable to the City the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of the project and issuance of the final certificate, whichever is sooner.

Section 5. **Contractor Responsibility**

5.1 Independent Contractor

The Contractor is an independent contractor and is not an employee or agent of the City. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the City and the Contractor, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement.

5.2 Responsibility for Work

The Contractor shall take the whole responsibility of the Agreement Work and shall bear all losses resulting to him because of bad weather, or because of errors or omissions in his or its bid on the Agreement price, or except as otherwise provided in the Agreement Documents because of any other causes whatsoever.

The Contractor shall assign a Supervisor and identify assigned personnel to the City account. Supervisor is responsible to keep the City informed of the contractor's activities and have in place a dispatch method available at all times who can be contacted by the City by radio, beepers, cellular phones etc. This assigned Supervisor will be responsible for overseeing all work performed. If at any time the assigned supervisor is replaced during the term of this contract, the Contractor must provide all updated information and details as requested and must be approved by the City. Any change in Contractor's assigned staff must also have prior approval by the City.

The Contractor is responsible to submit a proposed schedule to the City consisting of planned work to be accomplished. The Public Works Director; or his designee, shall have approval authority over the proposed schedule. Contractor may not change the schedule without the prior written authorization of the Public Works Director, or his designee. The City reserves the right to change the schedule, with adequate notification, so the best benefit of the work can be achieved

5.3 Contractor's Records

As a condition precedent to Contractor filing any claim against City, Contractor shall make available to City all of Contractor's books and records (directly or indirectly related to the claim of Contractor's business) requested by City. Refusal to do so shall constitute a material breach of this contract and cause for dismissal of any litigation.

5.4 Liquidated Damages

The Contractor shall pay to the party of the first part, as damages for non-completion of the work within the time stipulated for its completion, one thousand dollars (\$1,000.00) for each and every day which may exceed the stipulated time for its completion, is hereby agreed upon, fixed and determined by the parties hereto as liquidated damages that the party of the first part will suffer by reason of such default and not by way of penalty.

The party of the first part is hereby authorized to deduct the said sum of one thousand dollars (\$1,000.00) per day from the moneys which may be due or become due said Contractor for the work under this contract, or as much thereof as the Owner may, at its own option, deem just and reasonable.

Section 6. Additional Services

The City may require additional services of a similar nature, but not specifically identified in the contract. The Contractor agrees to provide such items/services, and shall provide the City prices on such additional items or services based upon a formula or method which is the same or similar to that used in establishing the prices in this proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items/services from other vendors or to cancel the contract. Furthermore, the City reserves the right to delete or revise items and services under this proposal at any time during the contract period when and where deemed necessary. Deletions may be made at the sole discretion of the City at any time during the contract period. Items revised must be mutually agreed upon in writing by the Contractor.

Section 7. Termination

7.1 Termination for Convenience

Either party upon a thirty (30) day written notice to the other party may terminate this Contract. In the event of any termination, Contractor shall be paid for all services rendered to the date of termination.

7.2 Termination for Cause

The performance of the Contract may be terminated by the City of Stuart in accordance with this clause, in whole or in part, in writing, whenever the City shall determine that the contractor has failed to meet performance requirement(s) of the Contract. If the successful bidder should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should fail to provide properly skilled personnel or proper service in the sole discretion of the City, then the City can, after giving the successful bidder seven (7)

days written notice, and without prejudice to any other right or remedy, terminate this Contract.

7.3 Disqualification

Contractors must attend the mandatory pre-bid meeting to address the scope of work and questions about the project. Failure to attend three meetings per contract year may be cause for disqualification / termination of your agreement.

7.4 Default

In the event that the Contractor cannot respond adequately to the needs of the City by reason of equipment failure or any other reason, the Contractor shall advise the City, as soon as possible, and further advise as to the length of said inability. The City may then consider said inability to be a breach of this Contract and may undertake the necessary work through the remaining prequalified Contractors or its own services.

Section 8. City's Obligations

8.1 Designated Representative

The Designated Representative of the City to act with authority on the City's behalf with respect to all aspects of the Project shall be identified in each Project Authorization.

Section 9. Persons Bound by Agreement

9.1 Parties to the Contract

The persons bound by this Contract are the Contractor and the City and their respective partners, successors, heirs, executors, administrators, assigns and other legal representative.

9.2 Assignment of Interest in Contract

This Contract and any interest or services associated with this Contract may not be assigned, sublet or transferred to another by either party without the prior written consent of the other party. Contractor will not be permitted to subcontract any of the work requirements to be performed of the services hereunder.

9.3 Inspection

The project will be inspected by the Project Manager for the City and will be rejected if it is not to conformity with the Agreement provisions. Rejected work will be immediately corrected by the Contractor. When the work is substantially completed, the Contractor shall notify the City in writing that the work shall be ready for inspection on a definite date, at least five (5) business days following the completion of work, which shall be stated in such notice.

9.4 Start of Work and Time for Completion

It is hereby understood and mutually agreed by and between parties hereto that the time of completion is an essential condition of this contract. By submitting a bid response to WOR, Contractor agrees to start the work within seven (7) days of issuance of Notice to Proceed. Contractor is to prosecute the work uninterrupted in such a manner, with sufficient labor, equipment and/or materials so as to insure work is completed within designated completion time. In the event the Contractor, due to circumstances beyond his/her control, cannot complete the project within this time frame, he/she shall immediately make this fact known to the Project Manager or designee.

The Contractor shall, within Two (2) business days from the beginning of such delay, notify Project Manager, in writing, with copy to the Procurement Manager, of the cause(s) of the delay. If the Contractor shall be delayed in the completion of its work by reason of unforeseeable causes beyond its control and without fault or negligence, including, but not restricted to, acts of God or neglect of any other contractor, the period herein specified above specified for the completion of delivery shall be extended by such time as shall be approved by the Project Manager.

9.5 Rights and Benefits

Nothing herein shall be construed to give any rights or benefits arising from this Contract to anyone other than Contractor and the City.

Section 10. Indemnification of City

Contractor assumes the entire responsibility and liability for all damages or injury to all persons, and to all property, caused by the Contractor or Contractor's employees, agents, consultants or sub-contractors, and Contractor shall to the fullest extent allowed by law, indemnify and hold harmless the CITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, omission, or intentional conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the contract. Specific consideration for this indemnity is \$10.00, the receipt and sufficiency of which are hereby acknowledged by Contractor.

Contractor shall obtain, maintain and pay for general liability insurance coverage to insure the provisions of this paragraph.

Section 11. Insurance

11.1. Requirements

Contractor shall procure and maintain insurance, in the amounts noted in Item 5.2 of the Request for Qualification and included in "Exhibit C" of this Contract, which names the Contractor, its officers, board members, employees and agents as additional insured on General Liability and Automobile Liability insurance policies. Such certificate must contain a provision for notification of the City 30 days in advance of any material change or

cancellation. The City by and through its Risk Manager, reserves the right to review, modify, reject or accept any required policies of insurance, including limits coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an A.M. Best Rating of at least A:VII or better. When a self-insured retention or deductible exceeds \$5,000, the City reserves the right, but not the obligation, to review and request a copy of contractor's most recent annual report or audited financial statement. All contractors, including any independent contractors and subcontractors utilized, must comply with the insurance requirements as set forth in the documents identified and listed in "Exhibit C" attached hereto.

11.2 Certificate of Insurance

Certificates of all insurance required from the Contractor shall be attached to this agreement and shall be subject to the City's approval for adequacy.

11.3 Status of Claim.

The Contractor shall be responsible for keeping the City currently advised as to the status of any claims made for damages against the Contractor resulting from services performed under this Contract. The Contractor shall send notice of claims related to work under this Contract to the City. Copies of the notices shall be sent by fax, hand delivery or regular mail to:

Public Works, City of Stuart
121 S.W. Flagler Avenue
Stuart, Florida 34994
FAX: (772) 288-5381

Section 12. Contractors Standards

All work performed by Contractor will be in accordance with the same degree of care, skill, and diligence in the performance of the work as is ordinarily provided by a contractor under similar circumstances and contractor shall, at no additional cost to the City, correct any deficiency which fails to satisfy the foregoing standard of the highest professional standards and in accordance with all applicable governmental regulations.

Section 13. Non-Appropriation

This Contract is deemed effective only to the extent of the annual appropriations available.

Section 14. General Conditions

14.1 Venue in Martin County

Jurisdiction and venue for any lawsuit to enforce the terms and obligations of this Contract shall lie exclusively in the County Court or the Circuit Court in and for Martin County, Florida.

14.2 Laws of Florida

The validity, interpretation, construction, and effect of this Contract shall be in accordance with and governed by the laws of the State of Florida.

14.3 Attorney's Fees and Costs

In the event the Contractor defaults in the performance of any of the terms, covenants and conditions of this Contract, the Professional agrees to pay all damages and costs incurred by the City in the enforcement of this Contract, including reasonable attorney's fees, court costs and all expenses, even if not taxable as court costs, including, without limitation, all such fees, costs and expenses incident to appeals incurred in such action or proceeding.

14.4 Mediation as Condition Precedent to Litigation

Prior to the initiation of any litigation by the parties concerning this Contract, and as a condition precedent to initiating any litigation, the parties agree to first seek resolution of the dispute through non-binding mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The parties shall, by mutual agreement, select a mediator within 15 days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator then the City shall select the mediator who, if selected solely by the City, shall be a mediator certified by the Supreme Court of Florida. The mediator's fee shall be paid in equal shares by each party to the mediation.

14.5 Contract Amendment

No modification, amendment or alteration in the terms or conditions contained in this Contract shall be effective unless contained in a written documents executed with the same formality and of equal dignity herewith. No verbal agreement by the City or the City's representative identified herein shall be binding or enforceable against the City.

14.6 Contractual Authority

By signing this Contract the Contractor swears or affirms, under penalty of perjury, that this is a valid act of the Contractor, and that no later claim shall be made by the CONTRACTOR that the Contract is invalid or an *ultra vires* act, by reason of a failure to have the proper authority to execute the Contract. In the event that a court of competent jurisdiction later determines that the Contract is or would be null and void for failure of the signatory to have proper or complete authority, this Contract shall nonetheless be deemed valid under the theory of "apparent authority," or in the sole alternative of the City, shall be deemed to be the act of the signatory, as an individual, who shall be fully responsible for its complete performance.

14.7 Sovereign Immunity

Nothing contained herein shall be construed or interpreted as a waiver of the sovereign immunity liability limits established under chapter 768.20 Florida Statutes as amended.

Section 15. Public Records

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 office of the City Clerk as the custodian of Public Records for the City of Stuart, and all the respective departments at 772-288-5306 or PublicRecordsRequest@ci.stuart.fl.us, City of Stuart, City Clerk 121 SW Flagler Avenue, Stuart, Fl. 34994 per F.S. 119.12.

Public Records Relating to Compliance, Request for Records; Noncompliance, & Civil Action with F.S. 119.0701 the Contractor shall:

Keep and maintain public records required by the public agency to perform the service.

Upon request from the public agency's custodian of public records, provide the public agency 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 this chapter or as otherwise provided by law.

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 the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under F.S. [119.10](#).

If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:

- The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and
- At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.

A notice complies with subparagraph above, if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

A contractor who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

Section 16. Scrutinized Companies List

Pursuant to Sections 287.135, 215.4725, and 215.473, of the Florida Statutes which prohibits agencies from contracting with any company, principals, or owners on the Scrutinized Companies with Activities in Sudan List, participation in the Boycott of Israel, the Scrutinized Companies with Activities in the Iran Petroleum Energy List, and is not engaged in business operations in Cuba or Syria are prohibited from contracting for goods or services in any amount at the time of submitting to this ITB through the term of this contract, including renewals or extensions.

By signature of this agreement, Contractor certifies and attests that firm is not on any list, engaged in any business operations, or participates in activities as specified in this section. If firm is found negligent, contract shall be terminated; and submission of a false certification may subject firm to civil penalties, attorney's fees, and/or costs.

Section 17. Exhibits

The following Exhibits are attached to and made a part of this Contract:

"Exhibit A" - "Proposal as Submitted by Contractor and Accepted by City"

"Exhibit B" - "Original Request for Qualification as Issued by City, including all Addenda"

"Exhibit C" - "Insurance and Indemnification"

"Exhibit D" - "Evidence of Bond ability, and/or a Letter of Credit from Surety"

IN WITNESS WHEREOF, the City has hereunto subscribed and the Contractor has signed his, its, or their name, or names the date aforesaid.

CITY OF STUART, FLORIDA

ATTEST:



MARY R. KINDEL
CITY CLERK



DAVID DYESS
CITY MANAGER

**APPROVED AS TO FORM
AND CORRECTNESS:**

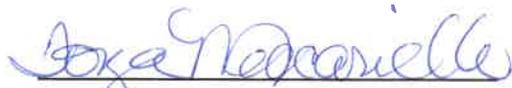


MICHAEL MORTELL
CITY ATTORNEY

WITNESSES:



(Signature)



(Signature)

CONTRACTOR


(Signature)

Michael J Daley

Printed Name

President

Title



RFQL No. 2020-400
City Wide Annual Roofing Repair & Replacement
Presented To:
City of Stuart
Department of Financial Services
Procurement Division
121 SW Flagler Ave
Stuart, Florida 34994



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HI – TECH ROOFING AND SHEET METAL, INC.

“Exceeding Expectations”

2266 4th Avenue North
Lake Worth, FL 33461
State Contractors License # CCC058213



TOLL FREE 1-877-766-3448
(561) 586-3110
FAX (561) 586-5198
www.hi-techroofing.com

ORGANIZATION PROFILE / COMPANY QUALIFICATIONS

Category: Certified Roofing Contractor

President: Michael J Daley **E-Mail:** Mdaley@Hi-Techroofing.com
Vice President: Michael S Scanlon **E-Mail:** Mscanlon@Hi-Techroofing.com

Business established November 8, 2000

Owner Interest: Michael J Daley - 50% Owner
Michael S Scanlon - 50% Owner

Federal Identification #: 65-1053613

State Unemployment #: 2293006

Florida State License #: CCC058213

Palm Beach County Tax Receipt #: 200604553 + 200604554

City of Lake Worth Occupational #: 20-00024218/Roof Contractor & #20-00038012/UC

Dun & Bradstreet #: 18-915-7121

Hi-Tech Roofing & Sheet Metal, Inc requires Purchase Orders

Specialty: New Construction and Re-roofing occupied commercial buildings per Architect, Contractor, or Consultant Specifications. Aligned with all major Single Ply, Tile, Sheet Metal, Bituminous Roofing Manufacturers, Solar, Roof Repairs and Roof Maintenance programs.

SIC Code: All Roofing

Surety: CNA Western Surety Company
Sioux Falls, South Dakota
Bonding Capacity: Single \$5,000,000.00 / Aggregate \$10,000,000.00

Insurance Agent: Frank H Furman Insurance
1314 E Atlantic Blvd., Pompano Beach, FL 33060
Contact: Robert Foote
E-mail: Rob@furmaninsurance.com
Phone: 407-804-5929
Fax: 954-943-5417

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Current Workload Capacity

DATE PRINTED		3/6/2020		PREV. BILLING	BAL TO FINISH
PROJECT #	PROJECT NAME	TCV	BILL DATE		
2018-040	HB ADULT EDUCATION CENTER	212,672	25TH	212,172	500
2019-018	HB SCHUMACHER LINCOLN	124,775	20TH	112,015	12,760
2019-019	LEBOLO SD SPADY	383,635	25TH	70,003	313,632
2019-022	MOSS VERDE ELEMENTARY	1,061,645	15TH	999,978	61,667
2019-024	PBAU STUDENT HOUSING	534,155	15TH	423,703	110,452
2019-025	WTP 11 ELECTRICAL BLDG	31,675	25TH	-	31,675
2019-027	HUMANE SOCIETY TAMPA BAY	506,643	20TH		506,643
2019-028	GARDENS BRANCH LIBRARY	114,795	EOM	70,578	44,217
2019-030	ODYSSEY MIDDLE SCHOOL	414,885	20TH	317,863	97,022
2019-032	DERBY RESIDENCE	75,000	EOM	63,508	11,492
2019-037	ARCO SUPPLY	362,990	EOM		362,990
2019-038	BOCA HOSPICE KITCHEN	140,975	20TH		140,975
2019-039	406 LUCERNE AVE	60,300	EOM		60,300
2019-040	SUNSET LOUNGE	226,439	20TH		226,439
2019-042	FIRESTATION #28	339,368	20TH	329,340	10,028
2020-002	511 E OCEAN BLVD	218,225	EOM		218,225
2020-003	1604 CLARE AVE	133,130	EOM		133,130
2020-004	TOPB PUMP HOUSE A-7	41,724	EOM		41,724
2020-005	MEADOW PARK - TRIPLE M	57,450	EOM		57,450
		5,040,480		2,599,160	2,441,320

HI – TECH ROOFING AND SHEET METAL, INC.

“Exceeding Expectations”

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Lake Worth, FL 33461
State Contractors License # CCC058213



TOLL FREE 1-877-766-3448
(561) 586-3110
FAX (561) 586-5198
www.hi-techroofing.com

COMPANY OVERVIEW

Hi-Tech Roofing & Sheet Metal, Inc is one of the most respected roofing contractors in South Florida. We offer a full complement of roofing services to serve both the new and re-roofing markets. Our service department is available twenty-four (24) hours a day, seven (7) days per week for any emergency that may arise.

We are fully automatized with the state of the art, cutting edge, estimating, construction job costing, and project management software. We have successfully combined experienced personnel and a commitment to excellence in order to provide our clients with the highest degree of quality and value.

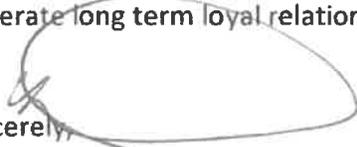
Our team of experienced Project Managers and Superintendents insure that our rigid safety, quality controls and standards are met on a daily basis on each of our jobsites. Our qualified staff of mechanics, journeyman and field personnel are committed to our continuing education programs and are certified in all facets of the most current roofing technologies. Hi-Tech Roofing has more than 150 years combined roofing experience in every phase of commercial roofing.

We offer a wide range of roofing solutions and products for our customers to choose from. Each project will have a Preconstruction Conference with a Pre-Construction Checklist to discuss and thoroughly review, with each client’s designated representative.

Hi-Tech Roofing is state Licensed, Bonded and Insured for your protection. Our bonding capacity and reputation with our Bonding Company are unsurpassed.

Hi-Tech Roofing & Sheet Metal Inc’s, purpose for being in business is to care for our customers need’s before, during, and after each project, and to do that better than any other roofing contractor. Our experience and previous customer list proves that we are able to provide the knowledge, expertise, manpower, and experience required for any roofing project.

Our Mission is simply to continuously improve upon our reputation as an innovator and to maintain an environment of employee responsibility, fairness and excellence. Through our focus and integrity we will generate long term loyal relationships by exceeding our customers’ expectations.

Sincerely,

Michael J Daley, President



HI-TECH ROOFING

& SHEETMETAL, INC.
CCC0 58213

"Exceeding Expectations"



Michael Daley President/Owner

EDUCATION & TECHNICAL EXPERIENCE

- Rutgers University
- Certified Roofing Contractor CCC058213
- University of Central Florida
Installing Photovoltaic Systems
- Roofing Industry for over 27 years

HI-TECH ROOFINGS' EDUCATIONAL EXPERIENCE

SCHOOL DISTRICT OF PBC DISASTER EXPERIENCE K - 12

- Congress Middle School
- Crystal Lakes Middle School
- Dwyer Middle School
- Hagen Ranch Elementary
- H.L. Watkins Elementary
- Jeaga Middle School
- North Palm Beach Elementary
- PBC Schools Portables – Reroofs
- PBC Schools Pavilions – Reroofs
- Omni Middle School
- Westward Elementary

SCHOOL DISTRICT OF PBC CONSTRUCTION PROJECTS K – 12

- Northboro Elementary
- Old Jupiter Elementary
- Banyan Creek Elementary
- S. Area Bus Transportation Center
- Palmetto Elementary
- Rolling Green Elementary
- Calusa Elementary
- Bear Lakes Middle School
- Loxahatchee Groves Elementary

EDUCATIONAL FACILITIES – OTHER

- Lynn University
- Palm Beach Community College
- Broward College – Cypress Creek
- Broward College – Davie
- Kings Academy
- Benjamin School
- Miami-Dade County Public Schools
- Broward County Public Schools

PBC CONTINUING CONTRACTS DISASTER EXPERIENCE

- Palm Beach County Main Jail
- Morikami Museum
- Agricultural Complex
- Emergency Operations Center
- PBC Jail - South Tower
- Loula V. York Library
- North County Government Center
- Operations Support Center #8
- Water Utility Department – Hagen Ranch
- Water Utility Department – Pinehurst
- Water Utility Department – SROC
- Water Utility Department – Lift Station #5

PROJECT EXPERIENCE - OTHER

- Scripps Research Institute
- City Center – Library & City Hall
- Eastern Airline Cargo Building
- City Commons Waterfront - Pavilion
- Vista Operations Support Center
- Palm Beach County Historic Courthouse

PROFESSIONAL EXPERIENCE

- **2000 – Present** : President/Owner
Hi-Tech Roofing & Sheet Metal Inc.
- **1996 – 2000**: Vice President
GRi, Pompano Beach, FL
- **1992 – 1996**: President/Founder
Vispa Roofing, Miami, FL
- **1985 – 1992**: Estimator, Project Manager
GRi, Pompano Beach, FL
- **1983 – 1985**: Estimator, Project Manager
Giffen Roofing Company, Miami, FL
- **1979 – 1983**: Commodities Broker
Floor Broker Associates, New York, NY



Tom Scanlon



347 SE Ashley Oaks Way, Stuart, FL 34997 | 561-236-3371 | tscanlon@hi-techroofing.com

Specific Skills

- Ability to accurately takeoff, estimate, sell, & project manage projects of all sizes and types.
- Coordinate with people to ensure project deadlines are continually met and keep projects on track.
- Ability to build relationships with clients, co-workers, and subcontractors to create a positive working environment.
- Actively communicate with clients, subcontractors, and internal operations daily.
- Extensive knowledge of EDGE estimating software and all Microsoft Office programs. (Outlook, Word, Excel, Etc.)

Employment

Hi-Tech Roofing & Sheetmetal, Lake Worth, FL

- Project Manager (Summer 2004, 2005, 2006, 2007, 2008, 2009, July 2013 – Present)
 - Estimate, sell and project manage large scale roofing projects (\$100k-\$2Mil)
 - Extensive knowledge of various roofing systems
 - Actively project manage 10+ roofing projects simultaneously
 - Attend FRSA meetings and other trade events regularly to build network
 - Assist GC's with conceptual drawings and scopes of work
 - Provide budgetary numbers and value engineering to private owners, property managers, and GC's
 - Supervise 15-30 employees daily
 - Coordinate daily material needs on multiple projects

Education

BACHELORS OF SCIENCE | AUGUST 2009 | FLORIDA STATE UNIVERSITY

- Major: Sport Management
- Minor: Business
- 3.49 GPA
- Worked on scholarship full-time all four years with Division I football team while attending school full-time.

MASTER OF EDUCATION | DECEMBER 11 | MARSHALL UNIVERSITY

- Major: Education
- 4.0 GPA
- Worked on scholarship full-time for two years while working all 14 Division I sports.

Licenses

STATE OF FLORIDA | DEPARTMENT OF PROFESSIONAL BUSINESS & REGULATION

- FL Certified General Contractor – CGC 1526180
- FL Certified Roofing Contractor – CCC 1331449

HI – TECH ROOFING AND SHEET METAL, INC.
“Exceeding Expectations”

*2266 4th Avenue North
Lake Worth, FL 33460
State Contractors License # CCC058213*



*TOLL FREE 1-877-766-3448
(561) 586-3110
FAX (561) 586-5198
www.hi-techroofing.com*

**HI-TECH ROOFING
&
SHEET METAL, INC**

**EMPLOYEE
SAFETY MANUAL**

- A. Job site shall be free of debris with particular attention to the path of the workmen.
- B. Appropriate, operable fire extinguishers shall be on the job and accessible both to the kettle and the roof top.
- C. Ladders shall comply with OSHA standards, be in good working condition and fastened in place on a firm base. They shall extend 36" above the roof or parapet with the base placed at a distance from the building of 1/4 the height of the building wall. Ladders are to be used exclusively for transportation of only one person at a time. Tools and equipment will not be carried on a ladder.
- D. First aid kits shall be on the job at all times along with a current list of emergency phone numbers. Employees shall be informed of the location of same. Emergency numbers are also located in job file.
- E. Flammables shall be kept only in U.L. or OSHA listed safety containers. Other liquids shall be kept in clearly marked manufacturers containers.
- F. Kettles and tankers shall have proper fitting lids, be kept in good working condition and equipped with gauges in good working condition. All kettles and tankers shall be cleaned as required on a regular basis.
- G. Kettle temperatures shall be kept below the bitumen flash point. Loading and handling of bitumens and operation of heating equipment shall be in accordance with manufacturer's recommendations.
- H. Never direct burner toward fuel tank, LP bottle, hose, kettle or flammable material.
- I. All tools and equipment shall be in safe and serviceable condition and inspected periodically, (ie; Broken parts, cat cords, missing ground connections)
- J. All equipment with moving parts shall be operated with guards in place, except for operations where it is impossible or impractical to produce the desired product with the guards in place.
- K. Equipment shall not be repaired or fueled while it is in operation.
- L. All electrical equipment and extension cords shall be equipped with a ground wire.
- M. Water containers shall be available with sanitary drinking facilities for each man.
- N. No drinking of alcoholic beverages, illegal drug usage, fighting or horseplay shall be allowed on the job or on the employer's premises.

FLAT ROOF OPERATIONS WITH WARNING LINES

- (a) Except in cases where the roof or any part of the roof is of such small size that a warning line would not be necessary or appropriate, but still requires a safety monitor or life line, the employer shall erect in all flat roofs a warning line system. This warning line system shall be used for the purpose of providing warning to employees engaged in roofing application work when they approach the roof perimeter.
- (b) The warning line system shall be used in any roof, regardless of size, where mechanized roof application equipment is in use. (6 ft. on parallel sides, 10 ft. on working roof edge).
- (c) The warning line shall consist of stanchions and any rope, wire, or similar devices, rigged and supported in such a way that its lowest point is no less than (39) inches from deck, or any system, which would provide equivalent protection to employees and will support 40lbs.
- (d) Where the work involves the use of mechanized roof application equipment, the warning line shall be erected not less than ten (10) feet from the parallel roof edge. In all other cases, the warning line may be erected not less than six (6) feet from the roof edge.
- (e) The warning line shall be erected either around the complete perimeter of the roof or only in areas of the roof where work is being accomplished, so long as the warning line is moved as the work progresses in such a manner as to provide continuous warning to employees in the work area when they approach the roof edge.
- (f) Perimeter warning lines shall be extended to the edge of the roof at ladders and materials handling areas in order to form a path to the edge.
- (g) Materials or equipment shall **not** be stored outside the warning line,
- (h) Mechanized equipment shall not be used outside the warning line!!!
- (i) Application of materials outside the warning line shall be accomplished under the direct supervision of the jobsite supervisor or a designated safety monitor.
- (j) The supervisor shall assure that roofing operations outside the warning line are accomplished in a minimal amount of time with minimal exposure to the roofs edge, and with due regard for the experience and abilities of the workmen.

PERIMETER PROTECTION ON FLAT ROOFS

1. Materials handling areas

- a. Employees working on roof edge material handling areas shall be protected by use of a safety belt and a lifeline or guard rails at the work areas.
- b. Where lifelines are used, they shall be rigged to allow movement only to the roof edge.
- b) Utilize proper attachment structure.
- c) Lifelines or lanyards shall not be attached to hoist or roof equipment.
- d) Where guard rails are used at bitumen pipe outlets, the pipe shall be positioned so that a minimum of four (4) feet of guard rails extends on both sides of the pipe.
- e) Where guardrails are used at hoisting areas, one (1) section shall be erected on each side of the hoist.
- f) A chain or gate shall be placed across the opening between the guard rails sections when actual hoisting is not taking place.

HOISTING EQUIPMENT

1. Material hoisting equipment shall not be used for transportation of people.
2. Construction material shall not be used for counterweights.
3. Hoisting equipment shall be inspected weekly by mechanic or supervisor.
4. Defects shall be reported to management immediately.
5. Hoisting equipment in use shall be inspected daily by supervisor.

C. General Hand Tool Safely

1. Do not use a tool if its handle has splinters, burrs, cracks, splits, or if the head of the tool is loose. Keep the blade of all cutting tools sharp.
2. Tag worn, damaged, or defective tools "Out of Service" and do not use them.
3. Do not impact tools such as hammers or chisels that have mushroomed heads.
4. When handing a tool to another person, direct sharp points, and cutting edges away from yourself and the other person.
5. When using knives, shears, or other cutting tools, cut in a direction away from your body.
6. Carry all sharp tools in a sheath or holster.
7. Do not perform "makeshift" repairs on tools.
8. Do not use "cheaters" on load binders or "boomers"
9. Do not carry tools in your hand when climbing. Carry tools in tool belts or hoist the tools to the work area using a hand line.
10. Do not throw tools from one location to another or from one employee to another.

D. Pneumatic Tools

1. Do not point a charged compressed air hose at bystanders or use it to clean your clothing .
2. Lock and / or tag tools "Out of Service" to prevent usage of the tool.
3. Do not use tools with handles that contain burns or cracks.
4. Do not use compression if the belt guards are missing. Replace belt guards before using the compressor.
5. Turn the power switch of the tool to "Off and let it come to a complete stop before leaving it attended.
6. Disconnect the tool from the air line before making any adjustments or repairs to the tool.

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STATEMENT OF SCHEDULE, COST AND QUALITY CONTROL

Hi-Tech Roofing & Sheet Metal, Inc., is one of the most respected roofing contractors in South Florida. We offer a full complement of roofing services to serve both the new and re-roofing markets. We are fully automatized with the state of the art, cutting edge, estimating, construction job costing, and project management software. These programs allow us to insure all projects are priced properly, scheduled timely, and all costs are tracked.

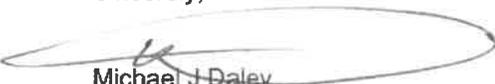
Our team of experienced Project Managers and Superintendents insure that our rigid safety, quality controls and standards are met on a daily basis on each of our client's jobsites.

Each project will have a Preconstruction Conference along with a Pre-Construction Checklist to be discussed and thoroughly gone through with each client's designated representative.

Hi-Tech Roofing believes that our experience and previous customer list proves that we are able to provide the knowledge, expertise, manpower, and experience required for any roofing project.

Please feel free to visit our website www.hi-techroofing.com for more information or contact me directly should you have any questions.

Sincerely,



Michael J Daley
President

Project Name: Town of Palm Beach Rec Center

Project Address: 340 Seaview Avenue, Palm Beach Florida 33480

Owner: Town of Palm Beach

Owner Address: PO Box 2029, Palm Beach, FL 33480

Phone Number: 561-689-8880 Pat Marshall / pmarshall@hedrickbrothers.com

Nature of Work: 258 Squares - New Construction-Multi-System project consisting of Verea 2 Pc Clay Tile, Copper Drainage System and Fibertite Single Ply Roof Systems. Project was completed on time and under budget even with the Town of Palm Beach related restrictions on working hours and days. Project required coordination with various other trades to achieve high-end aesthetic features required by the Owner/Architect.

Original Contract Completion Time: 240 Days

Original Contract Completion Date: October 2019

Actual Final Contract Completion Date: October 2019

Original Contract Price: \$490,405.00

Actual Contract Price: \$497,650.00

Project Name: Westside Regional Medical Center Bed Tower

Project Address: 8201 W Broward Boulevard, Plantation, Florida 33324

Owner: Columbia Hospital Corporation of South Broward

Owner Address: 8201 West Broward Boulevard, Plantation, FL 33324

Phone Number: 571-835-4780 David Dooper / David.Dooper@jedunn.com

Nature of Work: 360 Squares – New Construction – New medical center expansion completed with JE Dunn Construction for HCA. Project required two different roof systems by two different manufacturers. The Main Roof Area at the Bed Tower received a Carlisle 60 Mil TPO Roof System over Tapered Insulation. This roof system was chosen by the Owner dur to ease of removal for later vertical expansion. A lower addition and the Central Energy Plant received new Johns Manville Modified Bitumen Roof Systems. All roofs are now complete and carry 20YR NDL Warranties. Last, there were two additional tile pop-up roofs that were added for aesthetic purposes. The project was completed ahead of schedule.

Original Contract Completion Time: 24 Months

Original Contract Completion Date: December 2019

Actual Final Contract Completion Date: August 2019

Original Contract Price: \$798,035.00

Actual Contract Price: \$774,200.00

Project Name: PBC West Detention Center

Project Address: 38840 FL-80, Belle Glade, Florida 33430

Owner: Palm Beach County

Owner Address: 2633 Vista Parkway, West Palm Beach, FL 33411

Phone Number: 561-689-8880 John Richardson / johnrichardson@hedrickbrothers.com

Nature of Work: 700 Squares Re-Roof – Multi System project consisting of Johns Manville Modified Bitumen and Single Ply Roof Systems due to existing roof design. Completed using badged employees on-time and under budget with Hedrick Brothers Construction. Project was completed in coordination with Plumbing, HVAC, Stucco/Paint Subcontractors to achieve final product.

Original Contract Completion Time: 365 Days

Original Contract Completion Date: July 2019

Actual Final Contract Completion Date: July 2019

Original Contract Price: \$1,474,535.00

Actual Contract Price: \$1,417,107.00

TAB 3
EQUIPMENT

TAB 4
INSURANCE
AND BONDING

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

* Blanket Waiver of Subrogation Applies *

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Date Prepared: January 07, 2019

Carrier: Bridgefield Casualty Insurance Company

Effective Date of Endorsement: January 01, 2019

Policy Number: 0196-47662

Insured: Hi-Tech Roofing & Sheet Metal, Inc

Countersigned by:

A handwritten signature in black ink, consisting of a stylized, cursive name.

WC 00 03 13 (Ed. 4-84)

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization: As required by written, and properly executed, contract prior to loss, if required by your written contract or written agreement with such Additional Insured. If anyone, other than the Additional Insured, provides similar insurance for the Additional Insured, then this insurance will apply as outlined in **SECTION IV - COMMERCIAL LIABILITY CONDITIONS**, paragraph 4. **Other Insurance**, subparagraph c. **Method of Sharing**. The inclusion of one or more Additional Insured(s) under the terms of this endorsement does not increase our limits of liability.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
<p>As required by written, and properly executed, contract prior to loss, if required by your written contract or written agreement with such Additional Insured. If anyone, other than the Additional Insured, provides similar insurance for the Additional Insured, then this insurance will apply as outlined in SECTION IV – COMMERCIAL LIABILITY CONDITIONS, paragraph 4. Other Insurance, subparagraph c. Method of Sharing.</p> <p>The inclusion of one or more Insured(s) under the terms of this endorsement does not increase our limits of liability.</p> <p>All other terms and conditions remain unchanged.</p>	<p>As per written, and properly executed, contract prior to loss, if required by your agreement with such Additional Insured.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO COVERAGE PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <ul style="list-style-type: none"> A. BLANKET ADDITIONAL INSURED B. EMPLOYEE HIRED AUTO C. EMPLOYEES AS INSURED D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS E. TRAILERS – INCREASED LOAD CAPACITY F. HIRED AUTO PHYSICAL DAMAGE G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT | <ul style="list-style-type: none"> H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT I. WAIVER OF DEDUCTIBLE – GLASS J. PERSONAL PROPERTY K. AIRBAGS L. AUTO LOAN LEASE GAP M. BLANKET WAIVER OF SUBROGATION |
|---|---|

A. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A. 1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Liability Coverage, but only for damages to which this Insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

B. EMPLOYEE HIRED AUTOS

1. The following is added to Paragraph A. 1., **Who Is An Insured** of **SECTION II – LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

C. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

K. AIRBAGS

The following is added to Paragraph B.3., Exclusions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. AUTO LOAN LEASE GAP

The following is added to Paragraph A. 4. Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

- (1) The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and

(2) Any:

- (a) Overdue lease/loan payments at the time of the "loss";
- (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (c) Security deposits not returned by the lessor;
- (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (e) Carry-over balances from previous loans or leases.

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A. 5., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – BUSINESS AUTO CONDITIONS:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.



- ◆ Commercial Insurance Programs
- ◆ Personal Insurance
- ◆ Employee Group Benefits
- ◆ Captive Insurance Programs
- ◆ Construction Bonds
- ◆ Payroll Services
- ◆ OSHA Compliance
- ◆ Human Resources Consulting
- ◆ Claims Management
- ◆ Loss Control

February 26, 2020

City of Stuart
121 S.W. Flagler Avenue
Stuart, FL 34994

To whom it may concern,

We are providing this information at the request of Hi-Tech Roofing & Sheet Metal, Inc.

We have been providing surety bonds for Hi-Tech Roofing & Sheet Metal, Inc. since 2006. We have provided bonds for them covering construction jobs in the amount of \$5,000,000 for any single contract and \$10,000,000 in the aggregate of outstanding contracts.

We continue to be confident in Hi-Tech Roofing & Sheet Metal, Inc.'s ability to perform and we recommend them for your favorable consideration.

This letter is not to be construed as an agreement to provide surety bonds for any particular project, but is offered as an indication of our past experience and confidence in this firm. Any specific request for bonds will be underwritten on its own merits.

Western Surety Company:

PERFORMANCE RATING: A (Excellent)

FINANCIAL SIZE: XIV

Sincerely,


Sharon Myers, Attorney-In-Fact

TAB 5
SUBMITTAL FORMS &
OTHER REQUESTED
INFORMATION



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

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

DALEY, MICHAEL JAMES

HI-TECH ROOFING & SHEETMETAL INC
3391 PALM COURT
TEQUESTA FL 33469

LICENSE NUMBER: CCC058213

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

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





“Exceeding Expectations”

www.hi-techroofing.com

2266 4th Avenue North Lake Worth, FL 33461 (561)586-3110

State Contractors License # CCC058213

ROOFING WARRANTY

Building Owner: Click or tap here to enter text.

Building: Click or tap here to enter text.

Location: Click or tap here to enter text.

Date of Completion: Click or tap to enter a date.

Hi-Tech Roofing (“HTR”) warrants to the Building Owner (“Owner”), of the building described above, that subject to the terms and conditions, and limitations stated herein, HTR will repair leaks in the roofing system, but not to exceed the Owner’s original cost of the installed roof over the life of this Warranty, installed by HTR for a period of one or Two Year

Commencing with the date of the final inspection and acceptance of the roofing installation by HTR (except as stated in paragraph No. 5)

Terms, Conditions, Limitations

1. Owner shall provide HTR with written notice within thirty (30) days of the discovery of any leaks in the roofing system.
2. If, upon HTR’s inspection, HTR determines that the leaks in the roofing system are caused by defects in the roofing system’s material or workmanship of HTR (except as provided in paragraphs No. 3 and 4) Owner’s remedies and HTR’s liability shall be limited to HTR’s repair of the roofing system, subject to the cost limitation set forth above. Under no circumstances will Hi-Tech Roofing be liable for any consequential damages. Under no circumstances will Hi-Tech Roofing be liable for any damages or litigation resulting from or arising due to mold or mildew from any leak or water infiltration.
3. This warranty shall not be applicable, if, in the judgment of HTR, any of the following shall occur:
 - (a) The roofing system is damaged by natural disasters, including but not limited to, lightning, gales, hurricanes, tornadoes, and earthquakes, or:
 - (b) The roofing system is damaged by any act of negligence, structural failure, accidents, or misuse, including but not limited to, vandalism, civil disobedience, or acts of war, or:
 - (c) Metal work or other material not furnished by HTR is used in the roofing system and causes leaks.
4. This warranty shall be null and void if in the judgment of HTR any of the following shall occur:
 - (a) If, after the installation of the roofing system by HTR there are any alterations or repairs made on or through the roof or objects such as, but not limited to structures, fixtures, or utilities are placed upon or attached to the roof, without first obtaining written authorization from HTR, or:
 - (b) Failure by the owner or lessee to use reasonable care in maintaining the roof, or:
 - (c) Owner fails to comply with every term or condition stated therein.
5. HTR shall have no obligation under this warranty until all bills for installation, supplies, materials, and service have been paid in full to HTR.
6. During the term of this warranty HTR, its agents or employees, shall have free access to the roof during business hours.
7. This warranty supersedes and is in lieu of any and all other expressed warranties that are in conflict with the terms and conditions stated herein.
8. HTR’s failure at any time to enforce any of the terms or conditions stated herein shall not be construed to be a waiver of such provision.
9. HTR does not, either itself or through its representatives, practice architecture or engineering. HTR offers no opinion on and expressly disclaims any responsibility for, the structural soundness of any roof deck on which its products may be applied. Opinions of licensed structural engineers should be obtained by the owner as to the structural soundness of the roof deck, or its ability to properly support the contemplated roof installation. HTR accepts no liability for any failure of the roof deck or resulting damages.

There are no warranties which extend beyond the face hereof, HTR shall not be liable for any incidental or consequential damages resulting from breach of warranty.

No representative of HTR has the authority to make any representations or promises except as stated herein.

Michael J. Daley

President

Date Click or tap to enter a date.



"Exceeding Expectations"

www.hi-techroofing.com

2266 4th Avenue North Lake Worth, FL 33461 (561)586-3110

State Contractors License # CCC058213

SERVICE AND MAINTENANCE AGREEMENT

Page 2 of 2

III. Hours of Work

The service provided for in this agreement contemplates all work to be performed during normal working hours. If Owner elects to have services performed during holidays, weekends or evenings, the Owner will pay only the overtime portion of the labor involved.

IV. Compensation

1. This service agreement shall be furnished for the net sum of Click or tap here to enter text. per year, the initial payment payable upon initial execution of agreement and subsequent renewal if applicable and as follows:
2. The fee for the service will remain constant during the term of this agreement. The fee for subsequent renewal terms shall be established prior to renewal. Renewability will be determined by HTR

V. Term of Agreement

Effective Date: Click or tap to enter a date.

Effective Expiration Date: Click or tap to enter a date.

VI. Limitations

1. HTR shall not be liable for repairs to the roofing system if caused by any of the following; The roofing system is damaged by Natural Disasters, including but not limited to Lightning, Gale Winds, Hurricanes, Tornadoes, or Earthquakes. The Roofing System is damaged by Accident or Misuse including but, not limited to Vandalism, Civil Disobedience or Acts of War.
2. HTR shall not be liable for any Incidental or Consequential Damages, Mold, Mildew or Fungus for any reason whatsoever.
3. HTR is not responsible for Leaks or Malfunctions caused by Structural Changes, Freezing, Fire, Hail, Flood, Wind, Water, Lightning, Mud, Earthquake, Ice, Snow, Sleet, Explosion, War Order or any Civil Authority, Intrusion by Unauthorized Person Vandalism, Malicious Mischief or Any Other Accident, Occurrence or Event, Other Normal Use of the Property.

VII. Entire Agreement

This Service Agreement constitutes the Entire Agreement for the service described herein. All Prior Representations, whether Written or Verbal, are included in this written agreement. No Work, Services, Or Liability on the part of HTR other than that specifically mentioned in this agreement is included or intended.

In Witness the Parties have executed this Agreement on Click or tap to enter a date.

Michael J. Daley
 President
 Hi-Tech Roofing and Sheet Metal, Inc.

Owner or Owners Agent

REFERENCE FORM

Provide three (3) satisfactory references within the past five (5) years of similar complexity, nature, and size of this project.

#1 REFERENCE

Company/Entity Name: Palm Beach County - Annual Roofing Contract			
Address 2633 Vista Parkway			
City West Palm Beach	,	State Florida	Zip Code 33411
Contact Name: Tom McNamara		Title: Facilities/Systems Project Manager	
Phone No: 561-233-2057	Fax: 561-233-0270	Email: TMcnamara@pbcgov.org	
Date of Service or Contract Period: 2008-2020 <small>Multiple Terms</small>		Location Palm Beach County	
Summary of Services Performed Roofing, Re-roof, Repairs Governmental or Private			

#2 REFERENCES

Company/Entity Name: School District of Palm Beach County - Roofing Product & Services Term Contract			
Address 3300 Forest Hill Boulevard Suite A-323 Disaster Recovery Services Term Contract			
City West Palm Beach	,	State Florida	Zip Code 33406
Contact Name: Tim Woodruff		Title: Manager	
Phone No: 561-434-8214	Fax: 561-963-3823	Email: tim.woodruff@palmbeachschools.org	
Date of Service or Contract Period: 2016-2020 <small>Multiple Term</small>		Location Palm Beach County	
Summary of Services Performed Re-Roofing and Repairs Governmental or Private			

#3 REFERENCES

Company/Entity Name: School Board of Martin County - District Wide Roofing Repairs, Gutter & Maintenance			
Address 2845 SE Dixie Hwy			
City Stuart	,	State Florida	Zip Code 34997
Contact Name: Neil Appel		Title: Purchasing Supervisor	
Phone No: 772-219-1255	Fax: 772-219-1267	Email: AppelN@martin.k12.fl.us	
Date of Service or Contract Period: 2017-2020		Location Martin County	
Summary of Services Performed District Roof Repair, Gutter Governmental or Private Maintenance & Materials			

Company Name Hi-Tech Roofing & Sheet Metal, Inc

**SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to CITY OF STUART, MARTIN COUNTY, FLORIDA

by:

Michael J Daley, President

(print individual's name and title)

for: Hi-Tech Roofing & Sheet Metal, Inc

(print name of entity submitting sworn statement)

whose business address is: 2266 4th Avenue North, Lake Worth, FL 33461

and (if applicable) its Federal Employer Identification Number (FEIN) is: 65-1053613

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: ____ - ____ - ____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means 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 or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means 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 guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. 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. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(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 bids or applies to bid 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

TAB 6
PROHIBITION NON-
COLLUSION/CONFLICT OF
INTEREST DISCLOSURES

HI – TECH ROOFING AND SHEET METAL, INC.
“Exceeding Expectations”

2266 4th Avenue North
Luke Worth, FL 33461
State Contractors License # CCC058213



TOLL FREE 1-877-766-3448
(561) 586-3110
FAX (561) 586-5198
www.hi-techroofing.com

CONFLICT OF INTEREST DISCLOSURE

Hi-Tech Roofing & Sheet Metal, Inc does not have any potential conflict of interest, real or apparent, that the Respondent, employee, officer, or agent of the firm may have due to ownership, other clients, contracts or interests associated with the City of Stuart and with this project.

Michael J Daley
President



COMPANY OVERVIEW

Hi-Tech Roofing & Sheet Metal, Inc is one of the most respected roofing contractors in South Florida. We offer a full complement of roofing services to serve both the new and re-roofing markets. Our service department is available twenty-four (24) hours a day, seven (7) days per week for any emergency that may arise.

We are equipped with the state of the art, cutting edge, estimating, construction job costing, and project management software. We have successfully combined experienced personnel and a commitment to excellence in order to provide our clients with the highest degree of quality and value.

Our team of experienced Project Managers and Superintendents ensure that our rigid safety & quality controls standards are met on a daily basis on each of our jobsites. Our qualified staff of mechanics, journeyman and field personnel are committed to our continuing education programs and are certified in all facets of the most current roofing technologies. Hi-Tech Roofing has more than 150 years combined roofing experience in every phase of commercial roofing.

We offer a wide range of roofing solutions and products for our customers to choose from. This includes but is not limited to: Modified Bitumen, Single Ply (TPO/PVC), Coal Tar Pitch, Metal, Tile, Shingles, Shakes & Coatings/Waterproofing. We are also Certified Installers for more than 10 different manufacturers allowing for an unlimited variety of cost-effective solutions and the ability to offer 20+ Year NDL Warranties with every manufacturer.

Hi-Tech Roofing is state Licensed, Bonded and Insured for your protection.
Our bonding capacity and reputation with our Bonding Company are unsurpassed.

Hi-Tech Roofing & Sheet Metal Inc's, purpose for being in business is to care for our customers need's before, during, and after each project, and to do that better than any other roofing contractor.
Our experience and client list exhibits that we are able to provide the knowledge, expertise, manpower, and experience required for any roofing project.

Our Mission is simply to continuously improve upon our reputation as an innovator and to maintain an environment of employee responsibility, fairness and excellence. Through our focus and integrity, we will generate long term loyal relationships by exceeding our customers' expectations.



TAB 8
ADDENDA



121 SW Flagler Avenue • Stuart • Florida 34994
Department of Financial Services
Procurement Division
purchasing@ci.stuart.fl.us
PH: 772-288-5320 • FAX: 772-600-1202

RFQL No. 2020-400

City Wide Annual Roofing Repair and Replacement

<u>Event</u>	<u>Date</u>
Date ITB Issued	February 21 ,2020
Due date for questions	March 11, 2020
ITB Due Date	March 19, 2020

PART I GENERAL INFORMATION

1.1 OVERVIEW

The City of Stuart is seeking qualifications from experienced licensed roofing contractors to provide all labor, supervision, equipment, machinery, tools, materials, transportation, and other incidentals required for roofing repairs and replacement within the City on an as needed basis. Work shall be in accordance with the terms and conditions contained in this request for qualifications. The intent of this solicitation is to pre-qualify contractors for this work. The initial part of the process is the issuance of the Request for Qualifications (RFQL), which will result in a listing of the qualified contractors who submit a response. Only those pre-qualified Contractors will be invited to submit bids for the Repair and Replacement of roofs throughout the City on an "as needed" basis for an initial contract period of one (1) year with two (one year) renewals.

1.2 ISSUING OFFICE AND LOCATION OF PROPOSAL OPENING

Office of Procurement and Contracting Services Division
City of Stuart Annex
300 S.W. St. Lucie Avenue
Stuart, Florida 34994

1.3 INQUIRIES

The City will not respond to oral inquiries. Interested proposers may contact the Procurement Office regarding questions about the proposal at the Procurement Division, City Hall, 121 SW Flagler Avenue, Stuart, FL 34994, email: purchasing@ci.stuart.fl.us. The Procurement Office will also receive written requests for clarification concerning the meaning or interpretation of this RFQL, until March 11, 2020. Questions shall be faxed or emailed with reference to the RFQL number. All proposers are expected to carefully examine the proposal documents. Any ambiguities or inconsistencies should be brought to the attention of the City through written communication with the City prior to opening of the proposals.

1.4 DELAYS

The City may delay scheduled due dates, if it is to the advantage of the City to do so. The City will notify bidders of all changes in scheduled due dates by written addenda submitted to the City.

1.5 QUALIFICATION SUBMISSION AND WITHDRAWAL

The City will receive all proposals at the following addresses:

**Stuart City Hall
Procurement Office
121 S.W. Flagler Avenue
Stuart, Florida 34994**

To facilitate processing, please mark the outside of the envelope as follows: **RFQL #2020-400 "City Wide Annual Roofing Repair and Replacement"** The envelope shall also include the bidder's return address. Respondents shall submit one (1) original and two (2) copies of the proposal submittal with each marked "COPY", and **one (1) electronic copy (PDF format preferred) on a CD** in a sealed envelope marked as noted above. A bidder may submit the proposal by personal delivery, mail, or express shipping service.

Loss Deductible Clause: The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the professional and/or subcontractor providing such insurance.

Worker's Compensation Insurance: The professional/service provider shall maintain during the life of this Agreement, Worker's Compensation Insurance for all of its employees connected with the work of this project that complies fully with the State of Florida Worker's Compensation Law, F.S. 440.

General Liability: The Proposer shall, during the life of this agreement take out and maintain broad form Commercial General Liability including but not limited to bodily injury, property damage, contractual liability, products and completed operations, and personal injury with limits of not less than \$1,000,000 per occurrence, \$1,000,000 aggregate covering all work performed under this Contract. Include broad form property damage (provide insurance for damage to property under the care custody and control of the contractor)

Business Automobile: The professional/service provider shall during the life of this agreement take out and maintain Business Automobile Liability form with coverage for symbol I (any auto) with limits of not less than \$1,000,000.00 combined single limit or \$500,000.00 per person/ \$1,000,000.00 per accident bodily injury and \$250,000.00 per accident property damage.

Certificates of Insurance: The Proposer, upon notice of award, will furnish Certificate of Insurance Forms. These shall be completed by the authorized Resident Agent and returned to the Purchasing Office. This certificate shall be dated and show:

- a) The name of the insured contractor, the specified job by name and job number, the name of insurer, the number of the policy, its effective date, and its termination date.
- b) Statement that the Insurer will mail notice to the City at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.
- c) The City of Stuart is to be specifically included as an ADDITIONAL INSURED on General Liability Insurance and Business Automobile Liability Insurance.
- d) The City of Stuart shall be named as Certificate Holder. Please Note that the Certificate Holder should read as follows:

**City of Stuart
121S.W. Flagler Avenue
Stuart, FL 34994**

- e) No City Division, Department, or individual name should appear on the certificate. NO OTHER FORMAT WILL BE ACCEPTABLE.
- f) The "Acord" certification of insurance form should be used.

- A) Keep and maintain public records required by the public agency to perform the service.
- B) Upon request from the public agency's custodian of public records, provide the public agency 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 this chapter or as otherwise provided by law.
- C) 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 the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- D) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under F.S. 119.10.

If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:

1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and
2. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.

A notice complies with subparagraph 2 above, if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

1.19 NON-EXCLUSIVE CONTRACT

CONTRACTOR agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

1.20 ESTIMATED QUANTITIES

It shall be understood and agreed that quantities designated herein are estimated only and may be increased or decreased in accordance with the actual requirements of the City. The City may require modifications and changes to this contract, as it relates to quantities, areas, frequency of services and specified services. The Contractor shall provide the City with the cost for such additional services. All rates shall be in accordance with the unit cost structure submitted by the contractor and accepted by the City.

1.21 DEFAULT

In the event that the Contractor cannot respond adequately to the needs of the City by reason of equipment failure or any other reason, the Contractor shall advise the City, as soon as possible, and further advise as to the length of said inability. The City may then consider said inability to be a breach of this Contract and may undertake the necessary work through its own services or those of another Contractor. The City shall have the right to deduct the cost incurred in having to provide said services from the payments to be made to the Contractor under this Contract.

1.22 BACKGROUND INFORMATION

As part of the evaluation process, the City reserves the right, to require a Bidder to submit such evidence of his/her qualifications as it may deem necessary, and may consider any evidence available to it as to the qualifications and abilities of the Bidder, including past performance (experience) with the City by the Bidder or any of their Owners.

1.23 COMPETENCY OF RESPONDENTS

Proposals will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this ITB and who can provide evidence that they have established a satisfactory record of performance to insure that they can satisfactorily execute the services under the terms and conditions stated herein. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the proper authorities of the City.

1.24 PERFORMANCE EVALUATION

Throughout the contract period the vendor(s) performance will be monitored by City staff. If vendor performance fails to meet the standards specified and receives an unacceptable rating, the City may without cause and without prejudice to any other right or remedy, terminate the contract whenever the City determines that such termination is in the best interest of the City. Vendor's receiving an unacceptable rating will be notified by certified mail. Contract termination shall be served by written notice by the Procurement Division.

PART II SCOPE OF WORK

2-1. PURPOSE

The City of Stuart is seeking qualifications from experienced licensed roofing contractors to provide all labor, supervision, equipment, machinery, tools, materials, transportation, and other incidentals required for roofing repairs and replacement within the City on an as needed basis. Work shall be in accordance with the terms and conditions contained in this request for qualifications. The intent of this solicitation is to pre-qualify contractors for this work. The initial part of the process is the issuance of the Request for Qualifications (RFQL), which will result in a listing of the qualified contractors who submit a response. Only those pre-qualified Contractors will be invited to submit bids for the Repair and Replacement of roofs throughout the City on an "as needed" basis for an initial contract period of one (1) year with two (one year) renewals.

2-2. SERVICING PROCEDURES FOR PREQUALIFIED CONTRACTORS

- A. A notice of solicitation by work order request will be distributed to the successful qualifiers and posted on the Procurement and Contracting Services notice board located at City Hall, 121 SW Flagler Avenue, Stuart, FL 34994. This work order request shall include; notice of solicitation / date issued, minimum of two weeks for due date and time, a brief description of the installation to be done, including address/location of work, completion time. The work order request will be accompanied with the Bid Schedule for the project.
- B. There will be a **MANDATORY pre-bid conference** held in the City Hall Annex, 300 SW St Lucie Avenue, Stuart, Florida for each project. Contractors must attend the mandatory pre-bid meeting to address the scope of work and questions about the project. Failure to attend three meetings per contract year may be cause for termination of your agreement. The next prequalified firm, and so on, may be considered for award of a master agreement. Contractors must sign the attendance sign-in sheet, which shall act as proof of attendance.
- C. It is the proposer's responsibility to become fully informed as to the nature and extent of the work required and its relation to any other work in the area, including possible interference from other site activities. Contractors are advised to make a thorough inspection.
- D. At times, the Project Manager may require the Contractor's to attend a pre-inspection prior to the commencement of work at each project. All work must be established in advance and with prior approval. All schedules and the necessary arrangements to implement the work must be made with the review and approval of the City Project Manager.
- E. Any additional service, necessary changes, or questions will be addressed by addendum, and shall be authorized by the City prior to the commencement of the service.

- C. Contractor shall exercise the same degree of care, skill, and diligence in the performance of the work as is ordinarily provided by a contractor under similar circumstances and contractor shall, at no additional cost to the City, correct any deficiency which fails to satisfy the foregoing standard of care.

2-4. INSPECTION AND DIRECTIONS

No Inspector shall have the power to waive the obligations resting upon the Contractor to furnish good material and do good work as herein prescribed. Any failure or omission on the part of any Inspector or Engineer to condemn any defective material or work shall not release the Contractor from the obligation to at once tear out, remove and properly replace or rebuild the same at any time upon discovery of the defect and upon notice from the Owner or Engineer to do so.

2-5. INVOICING AND PAYMENT

The City requires a firm price for each contract period. Invoices will be checked to confirm compliance with quoted pricing. Failure to hold prices firm through each contract term will be grounds for contract termination. Invoices shall state the specified job location and a detailed description of work performed. Payment will be made upon completion and acceptance of the work, net 30 days.

New Year's Day	Martin Luther King Day
President's Day	Memorial Day
Independence Day	Labor Day
Columbus Day	Veteran's Day
Thanksgiving Day & Day After	Christmas Day

2-6. PUBLIC SAFETY AND CONVENIENCE

In the Contractor's use of streets and parking lots for the work to be done under these specifications, he/she shall conform to all Municipal, County, State and federal laws and regulations as applicable.

The Contractor shall at all times conduct his/her work as to ensure the least possible obstruction to normal pedestrian and vehicular traffic including access to all public and private properties during all stages of work, and inconvenience to the general public and the residents in the vicinity of the work, and to ensure the protection of persons and property, in a manner satisfactory to the Public Works Director or appointed designee.

There shall be no obstruction of the travel lanes between the hours of 7:00-9:00 am and 4:00-6:00 pm without approval from the Public Works Director or designee.

2-7. PROTECTION OF PROPERTY

The Contractor shall provide all signs, barricades, and/or flashing lights, and take all necessary precautions to protect buildings and personnel. All work shall be complete in every respect and accomplished in a satisfactory, workmanlike manner.

The Contractor shall at all times guard against damage or loss to the property of the City of Stuart, including but not limited to safeguard sidewalks, curbing, road surfaces and motor vehicles on or around all job sites. Damage to public or private property shall be the responsibility of the

PART 3 INSTRUCTIONS FOR PREPARING SUBMISSIONS

3.1 RULES FOR SUBMISSIONS

The submission must name all persons or entities interested in the submission as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to the RFQL. The interested firm or individual must submit one (1) original and seven (7) copies of their proposal, including **one (1) electronic copy (PDF format preferred) on a flash drive** of the requested qualification data for evaluation. Please tab all support documents or attachments according to the order established in the following paragraph.

3.2 PROPOSAL FORMAT

Proposers should prepare their proposals using the following format. Proposers shall label, tab and organize proposal submittal documents utilizing the following format as outlined below. All attachments as requested shall be inserted in the back of each corresponding section.

In preparing your proposal, proposer should assume that the City has no previous knowledge of their product or capabilities. Proposals should clearly describe the services, specifying where it meets, exceeds or does not comply with the general specifications.

Letter of Transmittal: The response format shall contain a letter of transmittal. The Letter of Transmittal will summarize in a brief and concise manner the Contractor's understanding of the scope of work and make a positive commitment to timely perform the work within budgetary requirements. An agent authorized to contractually bind Contractor must sign the Letter of Transmittal indicating the agent's title or authority. This signature shall certify the veracity of the contents of the submittal and bind the firm to this response to the City of Stuart's Request for Qualifications. The transmittal letter shall not exceed two pages in length.

Tab 1 ~ Company Qualifications:

Firms shall provide a brief profile of their company, which should include their history, locations of their corporate and satellite offices, location of their project team, corporate structure, ownership interest, and the length of company's existence. The proposing Contractor shall include submission of safety program.

Submit an organizational chart, staff qualifications, copies of licenses and certifications; and provide an overview of the experience of the firm. Firm's capacity in terms of personnel and workload. Provide resumes of proposed key personnel (name, company address, phone number, e-mail address) who will be assigned to this project. Resumes shall include job skills, education, training, experience and professional affiliations/membership. All proposed sub-contractors shall be identified, and the working relationship between the respondent and the sub-contractor shall be explained.

The firm must assign a Supervisor and shall identify assigned personnel (to the City account) with experience in similar work and provide details of the qualifications and technical experience, including job skills, license, and years with firm, to perform the work. Any change in Firm's assigned staff must have prior approval by the City. Proposers may submit such additional information as to their qualifications, experience and expertise as they may feel necessary to establish their level of proficiency in this area. The successful proposer will not be permitted to assign its contract with the City, or to subcontract any of the work requirements to be performed.

Tab 6 ~ Prohibition Non-Collusion/Conflict of Interest Disclosure Statements:

Include the following Statement of Non-Collusion: "The respondent certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this solicitation the information provided has been arrived at independently, without consultation, communication, or agreement with any other respondent or with any competitor for the purpose of restricting competition, or in any other way influencing the competitive arena."

Include a disclosure statement advising the City of any potential conflict of interest, real or apparent, that the Respondent, employee, officer, or agent of the firm may have due to ownership, other clients, contracts or interests associated with this project.

Signature on the transmittal letter shall certify the veracity of these statements.

Include a list of authorized personnel to sign on behalf of the company.

Tab 7 ~ Optional Information: Provide any information pertinent to this project that will provide insight to the evaluators about the qualifications, fitness and abilities of the Respondent (please limit this information to two pages).

Tab 8 ~ Addenda (if applicable): All addenda issued pursuant to this solicitation must be acknowledged, signed, and submitted as part of the proposal package. Failure to include may be grounds for disqualification.

SAFETY STANDARDS CERTIFICATION

The undersigned bidder hereby certifies that he or she has or will thoroughly familiarize him or herself with the contents of the City of Stuart Safety Standards. The Bidder further certifies that he or she either has or will submit a fully executed copy of those same Safety Standards to the City for inclusion in the City's official public record prior to commencing any work on this project.

Signed, Sealed and Witnessed in the Presence of:

DATE: _____ FOR: _____
(Witness) (Firm Name)

_____ BY: _____
(Witness) (Signature)

_____ (Witness) _____ (Title)

(Corporate Attest by Secretary)

(Affix Seal)

Sworn to and subscribed before me this ____ day of _____
20____,

known to me, or identified as

_____ in the City of _____, County of _____, State of _____.

Signed: _____ Notary
Public

My Commission Expires: _____ (Affix Seal)

SCHEDULE OF SUBCONTRACTORS PARTICIPATION

If proposers are subcontracting, this information is to be submitted with their submittal response in writing on the attached form or as a separate attachment subcontractor's information as follows; name, address, and type of work to be performed and percentage of work that may be provided by Subcontractor.

Name of Subcontractor: _____
Contact Name: _____
Address, City, State, Zip, Phone: _____ _____
Type of Work to be Performed: _____
License No. _____ Percentage of Work _____ %
Name of Subcontractor: _____
Contact Name: _____
Address, City, State, Zip, Phone: _____ _____
Type of Work to be Performed: _____
License No. _____ Percentage of Work _____ %
Name of Subcontractor: _____
Contact Name: _____
Address, City, State, Zip, Phone: _____ _____
Type of Work to be Performed: _____
License No. _____ Percentage of Work _____ %

Company Name _____

officers, directors, executives, partners, Shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relations to the entity submitting this sworn statement. (Indicate which statement applies).

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

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the 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.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the 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. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida , Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature

Sworn to and subscribed before me this _____ day of _____, 20____.

Personally known _____ OR Produced Identification _____

Notary Public – State of Florida

Type of Identification _____ My Commission Expires: _____

SEAL OR STAMP



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/16/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Frank H. Furman, Inc. 1314 East Atlantic Blvd. P. O. Box 1927 Pompano Beach FL 33061		CONTACT NAME: PHONE (A/C, No, Ext): (954) 943-5050 FAX (A/C, No): (954) 942-6310 E-MAIL ADDRESS: jenny@furmaninsurance.com	
INSURED Hi-Tech Roofing & Sheet Metal Inc 2266 4th Avenue North Lake Worth FL 33461		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Ironshore Specialty Ins 25445	
		INSURER B: Travelers Casualty Ins Co of America 19046	
		INSURER C: Bridgefield Casualty Ins Co 10335	
		INSURER D: American Cas Co Of Reading PA 20427	
		INSURER E: Tokio Marine Specialty Ins. Co. 10738	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: 2019 with Inst Fltr REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	Y	RC800265-05	12/1/2019	12/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			BA8N256296 Comp/Co11 Ded: \$1,000	12/1/2019	12/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ 10,000			RUS00256-00	12/1/2019	12/1/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	0196-47662 0196-47662	1/1/2019 01/1/2020	1/1/2020 1/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Installation Floater			6079866836	12/1/2019	12/1/2020	Limit: \$250,000 Ded. \$2,500
E	Excess Umbrella			PUB7002009	12/1/2019	12/01/2020	\$3Mil Over \$5Mil Retention: \$0

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: RFQL 2020-400 City Wide Annual Roofing and Replacement. City of Stuart is included as additional insured for general liability as required by written contract. General liability contains a waiver of subrogation in favor of the additional insured. 30 day NOC applies except 10 days for non payment.

CERTIFICATE HOLDER City of Stuart 121 SW Flagler Avenue Stuart, FL 34994	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Dirk DeJong/TP
--	--

ACORD 25 (2014/01)
INS025 (201401)

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

* Blanket Waiver of Subrogation Applies *

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Date Prepared: January 07, 2019

Carrier: Bridgefield Casualty Insurance Company

Effective Date of Endorsement: January 01, 2019

Policy Number: 0196-47662

Insured: Hi-Tech Roofing & Sheet Metal, Inc

Countersigned by:

A handwritten signature in black ink, appearing to be a stylized name, located to the right of the 'Countersigned by:' text.

WC 00 03 13 (Ed. 4-84)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EARLIER NOTICE OF CANCELLATION
PROVIDED BY US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Number of Days' Notice 30

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph 2. of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

30 Day Notice of Cancellation is added to the policy with the following wording:

In the event of cancellation or other material change of the policy, Advance Notice will be mailed by the Agency the person or organization named in the Certificate Holder Schedule.

This endorsement shall not operate directly or indirectly to benefit anyone not on file.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Projects:

EACH OF YOUR CONSTRUCTION PROJECTS LOCATED AWAY FROM PREMISES OWNED BY OR RENTED TO YOU.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **COVERAGE C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being
- subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Limits Of Insurance (**SECTION III**) not otherwise modified by this endorsement shall continue to apply as stipulated.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization: As required by written, and properly executed, contract prior to loss, if required by your written contract or written agreement with such Additional Insured. If anyone, other than the Additional Insured, provides similar insurance for the Additional Insured, then this insurance will apply as outlined in **SECTION IV - COMMERCIAL LIABILITY CONDITIONS**, paragraph 4. **Other Insurance**, subparagraph c. **Method of Sharing**. The inclusion of one or more Additional Insured(s) under the terms of this endorsement does not increase our limits of liability.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
<p>As required by written, and properly executed, contract prior to loss, if required by your written contract or written agreement with such Additional Insured. If anyone, other than the Additional Insured, provides similar insurance for the Additional Insured, then this insurance will apply as outlined in SECTION IV – COMMERCIAL LIABILITY CONDITIONS, paragraph 4. Other Insurance, subparagraph c. Method of Sharing.</p> <p>The inclusion of one or more Insured(s) under the terms of this endorsement does not increase our limits of liability.</p> <p>All other terms and conditions remain unchanged.</p>	<p>As per written, and properly executed, contract prior to loss, if required by your agreement with such Additional Insured.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
<p>As required by written, and properly executed contract prior to loss, if required by your written contract or written agreement with such Additional Insured. If anyone, other than the Additional Insured, provides similar insurance for the Additional Insured, then this insurance will apply as outlined in SECTION IV COMMERCIAL LIABILITY CONDITIONS, paragraph 4. Other Insurance, subparagraph c. Method of Sharing.</p> <p>The inclusion of one or more Additional Insured(s) under the terms of this endorsement does not increase our limits of liability.</p> <p>All other terms and conditions remain unchanged</p>	<p>As per written, and properly executed, contract prior to loss, if required by your agreement with such Additional Insured.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO COVERAGE PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <ul style="list-style-type: none"> A. BLANKET ADDITIONAL INSURED B. EMPLOYEE HIRED AUTO C. EMPLOYEES AS INSURED D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS E. TRAILERS – INCREASED LOAD CAPACITY F. HIRED AUTO PHYSICAL DAMAGE G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT | <ul style="list-style-type: none"> H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT I. WAIVER OF DEDUCTIBLE – GLASS J. PERSONAL PROPERTY K. AIRBAGS L. AUTO LOAN LEASE GAP M. BLANKET WAIVER OF SUBROGATION |
|---|---|

A. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A. 1., **Who Is An Insured**, of SECTION II – LIABILITY COVERAGE:

This includes any person or organization who you are required under a written contract or agreement that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

B. EMPLOYEE HIRED AUTOS

1. The following is added to Paragraph A. 1., **Who Is An Insured** of SECTION II – LIABILITY COVERAGE:

An "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of SECTION IV – BUSINESS AUTO CONDITIONS:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

C. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

COMMERCIAL AUTO

D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2) of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:
 - (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
2. The following replaces Paragraph A.2.a.(4) of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:
 - (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

E. TRAILERS – INCREASED LOAD CAPACITY

The following replaces Paragraph C. 1. , of **SECTION I – COVERED AUTOS**:

1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

F. HIRED AUTO PHYSICAL DAMAGE

The following is added to Paragraph A. 4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Hired Auto Physical Damage Coverage Extension

If hired "autos" are covered "autos" for Liability Coverage and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

- (1) The most we will pay for "loss" in any one "accident" to a hired, rented or borrowed "auto" is the lesser of:
 - (a) \$50,000;
 - (b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - (c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
- (2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

- (3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

- (4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".

- (5) This Coverage Extension does not apply to:

- (a) Any "auto" that is hired, rented or borrowed with a driver; or

- (b) Any "auto" that is hired, rented or borrowed from your "employee".

G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT

Paragraph C.1.b. of **SECTION III – PHYSICAL DAMAGE COVERAGE** is deleted.

I. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D. **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible applies under Specified Causes of Loss or Comprehensive coverage for "loss" to glass used in the windshield.

J. PERSONAL PROPERTY

The following is added to Paragraph A. 4. **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property Coverage

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

- (1) owned by an "insured"; and

- (2) in or on your covered "auto";

in the event of a total theft "loss" of your covered "auto".

No deductibles apply to Personal Effects Coverage.

K. AIRBAGS

The following is added to Paragraph **B.3., Exclusions, of SECTION III - PHYSICAL DAMAGE COVERAGE:**

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b. and A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. AUTO LOAN LEASE GAP

The following is added to Paragraph **A. 4. Coverage Extensions, of SECTION III - PHYSICAL DAMAGE COVERAGE:**

Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

- (1) The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and

(2) Any:

- (a) Overdue lease/loan payments at the time of the "loss";
- (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (c) Security deposits not returned by the lessor;
- (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (e) Carry-over balances from previous loans or leases.

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A. 5., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV - BUSINESS AUTO CONDITIONS:**

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.