

**CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM**

Meeting Date: November 6, 2024

Presenter's Name and Title: Francois Domond, P.E. Director of Utilities and Alicia Ayum, Director of Procurement

Prepared By: Marcelin Denis, Senior Utility Administrator of Utilities

Temp. Reso. Number: TR 8258

Item Description: Temp. Reso. #R8258 APPROVING THE PIGGYBACK AGREEMENT BETWEEN THE CITY OF MIRAMAR AND ADVANCED ROOFING INC., FOR THE PROVISION OF ROOF REPLACEMENT SERVICES AT THE WASTEWATER RECLAMATION FACILITY BUILDING "B," THROUGH THE UTILIZATION OF PINELLAS COUNTY BID NO. 190-0336-B(AR), IN AN AMOUNT NOT-TO-EXCEED \$262,875; AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE PROVIDER. (Director of Utilities Francois A. Domond, P.E., and Procurement Director Alicia Ayum).

Consent Resolution Ordinance Quasi-Judicial Public Hearing

Instructions for the Office of the City Clerk: N/A

Public Notice – As required by the Sec. ____ of the City Code and/or Sec. ____, Florida Statutes, public notice for this item was provided as follows: on _____ in a _____ ad in the _____; by the posting the property on _____ and/or by sending mailed notice to property owners within _____ feet of the property on _____ (fill in all that apply)

Special Voting Requirement – As required by Sec. _____, of the City Code and/or Sec. _____, Florida Statutes, approval of this item requires a _____ (unanimous, 4/5ths etc.) vote by the City Commission.

Fiscal Impact: Yes No

REMARKS: Funding of \$262,875 is available in Utilities, Account No. 410-55-810-535-000-606510-52093.

Content:

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR8258**
 - **Exhibit A: Piggyback Agreement (with Pinellas County Contract and Proposal to City of Miramar Attached)**
- **Attachment(s)**
 - **Attachment 1: Letter from Advanced Roofing Inc. honoring Pinellas County's contract terms and conditions.**
 - **Attachment 2: Letter of authorization to piggyback from Pinellas County. See email from Pinellas County Procurement Director**



**CITY OF MIRAMAR
INTEROFFICE MEMORANDUM**

TO: Mayor and City Commissioners

FROM: Dr. Roy L. Virgin, City Manager 

BY: Francois Domond, P.E., Director of Utilities

DATE: October 31, 2024

RE: Temp. Reso. No. 8258 Wastewater Reclamation Facility Building "B" Roof Replacement Services

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. approving the piggyback agreement between the City of Miramar ("City") and Advanced Roofing Inc., for the provision of roof replacement services at the Wastewater Treatment Plant Facility Building "B," in an amount not-to-exceed \$262,875.

ISSUE: City Commission approval is required for expenditures exceeding \$75,000 in accordance with City Code Section 2-412(a)(1).

BACKGROUND: The City's Utilities Department is responsible for the operation and maintenance of the Wastewater Reclamation Facility (WWRF). The facility has been in operation since 1997 and it is composed of several buildings encompassing different aspects of the wastewater operations. The Generator – Electrical Building (Building B) is a stand-alone structure. The roof of Building "B" is over twenty-seven (27) years old and has shown signs of deterioration. Recently, staff has noted water stain in the ceiling of the electrical room in Building "B" which prompted an inspection of the roof. Upon completion of the roof inspection, numerous deficiencies were noted hence a complete roof replacement is necessary. This building is the main electrical station of the WWRF which also houses the generator and switchgear for backup power. Without this backup system in place, the treatment process at WWRF will come to a halt, causing regulatory and environmental issues such as Sanitary Sewer Overflows (SSOs) and sewer backups affecting the City of Miramar residents.

DISCUSSION: City Code Section 2-413(6) provides that services that are the subject of contracts with the state, its political subdivisions, or other governmental entities in the State

of Florida, are exempt from the City's competitive bidding procedures, if the commodities or services are the subject of a contract based strictly on competitive bids or proposals, and not on any preference. Pursuant to this provision of the Code, such utilization of other government agencies' contracts is valid during the term of that contract.

Pinellas County competitively advertised Bid # 190-0336-B(AR) and awarded a contract to Advanced Roofing Inc. as the solicitation's lowest responsible and responsive bidder, for the provision of Roofing Services & Supplies, Waterproofing & Related Products and Services.

ANALYSIS: Advanced Roofing Inc. is willing to extend the pricing, terms and conditions of the Pinellas County Bid No. 190-0336-B(AR) to the City, in order to perform the roof replacement services at the Wastewater Reclamation Facility Building "B," in an amount not-to-exceed \$262,875.

The City Manager recommends approval of the piggyback agreement with Advanced Roofing Inc. in an amount not-to-exceed \$262,875 through the utilization of the Pinellas County, Florida, Bid No. 190-0336-B(AR).

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9/30/24
10/29/24

**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE PIGGYBACK AGREEMENT BETWEEN THE CITY OF MIRAMAR AND ADVANCED ROOFING, INC., FOR THE PROVISION OF ROOF REPLACEMENT SERVICES AT THE WASTEWATER RECLAMATION FACILITY BUILDING “B” THROUGH THE UTILIZATION OF PINELLAS COUNTY BID NO. 190-0336-B(AR), IN AN AMOUNT NOT-TO-EXCEED \$262,875; AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE PROVIDER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miramar (“City”) Utilities Department is responsible for the operation and maintenance of the Wastewater Reclamation Facility (WWRF); and

WHEREAS, the Facility has been in operations since 1997 and it is composed of several buildings encompassing different aspects of the wastewater operations; and

WHEREAS, the generator/electrical building (Building B) is a stand-alone structure, and the roof of Building B is over twenty-seven (27) years old and has shown signs of deterioration; and

WHEREAS, staff has noted water stain in the ceiling of the electrical room in Building B which prompted an inspection of the roof, and upon completion of the roof inspection, numerous deficiencies were noted hence a complete roof replacement is necessary; and

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WHEREAS, Building B is the main electrical station of the WWRF which also houses the generator and switchgear for backup power; and without this backup system in place, the treatment process at WWRF will come to a halt and thus causing regulatory and environmental issues such as Sanitary Sewer Overflows (SSOs) and sewer backups affecting the City of Miramar residents; and

WHEREAS, City Code Section 2-413(6) provides that services that are the subject of contracts with the state, its political subdivisions or other governmental entities in the State of Florida, are exempt from the City's competitive bidding procedures if the commodities or services are the subject of a contract based strictly on competitive bids or proposals, and not on any preference; and

WHEREAS, pursuant to this provision of the Code, such utilization of other government agencies' contracts is valid during the term of the contract; and

WHEREAS, Pinellas County, Florida, competitively advertised Bid # 190-0336-B(AR) and awarded a contract to Advanced Roofing Inc. as the solicitation's lowest responsible and responsive bidder, for the provision of Roofing Services & Supplies, Water Proofing and Related Products and Services with an expiration date of November 17, 2025; and

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WHEREAS, Advanced Roofing Inc. is willing to extend the pricing, terms and conditions of Bid No. 190-0336-B(AR) to the City to perform the roof replacement services at the Wastewater Reclamation Facility Building B in an amount not-to-exceed \$262,875; and

WHEREAS, the City Manager recommends that the City Commission approves the piggyback agreement with Advanced Roofing Inc. in the form attached as Exhibit “A” for Roof Replacement Services at the Wastewater Reclamation Facility Building “B,” through the utilization of the Pinellas County Bid # 190-0336-B(AR) in an amount not-to-exceed \$262,875; and

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of the City of Miramar to approve the piggyback agreement with Advanced Roofing, Inc., in the form attached hereto as Exhibit “A,” for Roof Replacement Services at the Wastewater Reclamation Facility Building “B,” through the utilization of the Pinellas County Bid # 190-0336-B(AR) in an amount not-to -exceed \$262,875.

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**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF
MIRAMAR, FLORIDA AS FOLLOWS:**

Section 1: That the foregoing “**WHEREAS**” clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

Section 2: The City Commission approves the Piggyback Agreement between the City of Miramar and Advanced Roofing Inc. for the provision of roof replacement services at the Wastewater Reclamation Facility Building “B” through the utilization of the Pinellas County Bid # 190-0336-B(AR), in an amount not-to-exceed \$262,875, and authorizes the City Manager to execute the agreement attached hereto as Exhibit “A”, together with any non-substantive changes deemed appropriate by the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 3: That the appropriate City officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

Section 4: That this Resolution shall become effective upon adoption.

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PASSED AND ADOPTED this _____ day of _____, _____.

Mayor, Wayne M. Messam

ATTEST:

City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved
this RESOLUTION as to form:

City Attorney,
Austin Pamies Norris Weeks Powell, PLLC

<u>Requested by Administration</u>	<u>Voted</u>
Commissioner Winston F. Barnes	_____
Commissioner Maxwell B. Chambers	_____
Commissioner Yvette Colbourne	_____
Mayor Wayne M. Messam	_____



**AGREEMENT BETWEEN
CITY OF MIRAMAR
AND
ADVANCED ROOFING, INC.
FOR
ROOFING SERVICES & SUPPLIES, WATERPROOFING & RELATED PRODUCTS
AND SERVICES
(Piggyback Competitive Award)**

THIS PIGGY BACK AGREEMENT (the “Agreement”) is made and entered into between the **CITY OF MIRAMAR**, a municipal corporation organized and existing under the laws of the State of Florida, whose address is 2300 Civic Center Place, Miramar, Florida 33025 (the “City”), and **ADVANCED ROOFING, INC.**, a Florida Profit Corporation authorized to conduct business in the State of Florida, with its principal place of business located at 1950 NW 22nd Street, Fort Lauderdale, Florida 33311 (the “Contractor”).

WITNESSETH

WHEREAS, the City wishes to enter into this Agreement with the Contractor to provide roof replacement services, including but not limited to, the purchase and installation of roofing materials, related products and services for the Wastewater Reclamation Facility Building “B” (the “Services”); and

WHEREAS, the City and Contractor (the “Parties”), wish to incorporate the terms and conditions of Pinellas County, Florida Bid No. 190-0336-B(AR) between the Contractor and Pinellas County, dated November 17, 2020, (the “Pinellas County Contract”); and

WHEREAS, pursuant to Section 2-413(6) of the City Code, the City has the authority to Piggyback the Pinellas County Contract.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

Section 1. Recitals. The foregoing Recitals are true and correct and are incorporated and made a part of this Agreement.

Section 2. Term. The term of this Agreement shall commence upon the last date of execution hereof and shall remain in effect until acceptance of the Goods and/or Services by the City, unless terminated earlier as provided in the Contract provisions.

Section 3. Contract Terms. The Contractor agrees to provide the City with the Services in accordance with the provisions of the Pinellas County Contract, attached hereto as **Exhibit “A”**, and the Contractor’s proposal to the City of Miramar, (the “Proposal”) attached hereto as **Exhibit “B”**. The exhibits are incorporated into this Agreement for all purposes and are a part of the “Contract Documents” representing the entire agreement between the Parties. In the event of conflict between or among the Contract Documents, the order of priority shall be: this Agreement, the Pinellas County Contract, and the Proposal.

Section 4: Scope of Work

The following provisions are included:

A. Contractor shall perform the Services, as set forth in the Proposal, attached hereto as Exhibit “B.”

B. In consideration of the Services to be provided by the Contractor, the City agrees to pay Contractor in an amount not to exceed Two Hundred Sixty-Two Thousand Eight Hundred Seventy-Five Dollars (\$262,875). For these purposes, Marcelin Denis shall be the City Representative and may be reached at 954-883-5022.

C. The City shall be substituted for Pinellas County with regard to any and all provisions of the Contract and the Contractor’s Proposal, including by example and not limitation, with regard to bond requirements, insurance, indemnification, licensing, termination, default, and ownership of documents. All recitals, representations, and warranties of Contractor made in those documents are restated as if set forth fully herein, made for the benefit of the City, and incorporated herein.

D. Contractor shall not commence Services unless and until the requirements for insurance have been fully met by Contractor and appropriate evidence thereof, in the City’s sole discretion, has been provided to and approved by the City.

Section 5: Public Records. Public Records: Contractor shall comply with The Florida Public Records Act as follows:

1. Keep and maintain public records in the Contractor’s possession or control in connection with the Contractor’s performance under this Agreement, that ordinarily and necessarily would be required by the City in order to perform the Service.
2. Upon request by City’s records custodian, provide City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement.
4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of Contractor shall be delivered by the Contractor to the City, at no cost to the City, within seven days. All records stored electronically by the Contractor shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered to the City upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
5. Contractor's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-602-3011, dagibbs@miramarfl.gov OR BY MAIL: City Of Miramar – City Clerk's Office, 2300 Civic Center Place, Miramar, FL 33025.

- A. Ownership of Documents: Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City. Any compensation due to the Contractor shall be withheld until all documents are received as provided herein.

Section 6. Scrutinized Companies.

- A. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- B. If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this

Agreement at its sole option if the Contractor , its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

- C. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- D. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

Section 7: E-Verify. In accordance with Florida Statutes §448.095, the Contractor, prior to commencement of services or payment by the City, will provide to the City proof of participation/enrollment in the E-Verify system of the Department of Homeland Security. Evidence of participation/enrollment will be a printout of the Company's "Company Profile" page from the E-Verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The Consultant will not hire any employee who has not been vetted through E-Verify. The Contractor may not subcontract any work for the City to any subcontractor that has not provided an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien.

Section 8. Assignment. Neither party may assign its rights or obligations under this Agreement without the consent of the other.

Section 9. Notice. Notice hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

For City: City of Miramar
Dr. Roy L. Virgin, City Manager
2300 Civic Center Place
Miramar, Florida, Florida 33025
Telephone: (954) 602-3115
Fax: (954) 602-3672
Email: rvirgin@miramarfl.gov

Copy to: Austin Pamies Norris Weeks Powell, PLLC.
City Attorney
401 NW 7th Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 768-9770
Email: miramarcityattorney@apnwplaw.com

For Contractor: Advanced Roofing, Inc.
Clinton A. Sockman, Executive Vice President
1950 NW 22nd Street
Fort Lauderdale, Florida 33311
Telephone: 954-218-6004
Fax: 954-566-2967
Email: clints@advancedroofing.com

Section 10: **Severability.** This Agreement sets forth the entire agreement between the Contractor and the City with respect to the services of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings, and agreements, written or oral, between the Parties regarding the services described herein. This Agreement may not be modified, except by the Parties' mutual agreement set forth in writing and signed by the Parties.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Parties hereto have accepted, made, and executed this Agreement upon the terms and conditions above stated on the day and year set forth below.

CITY OF MIRAMAR:

ADVANCED ROOFING, INC.:

By: _____
City Manager
Dr. Roy L. Virgin

By: _____
Executive Vice President
Clinton A. Sockman

This ____ day of _____, 2024.

Date: _____

ATTEST:

Denise A. Gibbs, City Clerk

Corporate Seal

Approved as to form and legal sufficiency
for the use of and reliance by the City of
Miramar, Florida only:

City Attorney
Austin Pamies Norris Weeks Powell, PLLC.

EXHIBIT "A"
to City of Miramar Piggyback
Agreement

AGREEMENT

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

Advanced Roofing Inc

(Corporation, Partnership or Individual Proprietor)

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

4909 West Knollwood St.
Tampa, FL 33436

herein after designated the CONTRACTOR,

WITNESSETH:

That for and in consideration of the sum not to exceed Three million, eight hundred ninety thousand & no/100 DOLLARS \$3,890,000.00

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

1. THE CONTRACTOR AGREES:

- A. To furnish all services, labor, materials and equipment necessary for the complete performance, in a thorough and workmanlike manner, of the Work contemplated under **Bid Title: Roofing Services & Supplies, Waterproofing & Related Products and Services, Bid No: 190-0336-B(AR)**, in Pinellas County, Florida, to comply with the applicable standards, and to perform all Work in strict accordance with the terms of the Contract Documents.
- B. That the CONTRACTOR and each subcontractor shall furnish to the COUNTY, upon demand, a certified copy of the payroll covering Work under this Agreement, together with such other information as may be required by the COUNTY to ensure compliance with the law and the provisions of this Agreement.
- C. To procure all insurance as required by the Instructions to Bidders.
- D. To procure and maintain all permits and licenses which may be required by law in connection with the prosecution of the Work contemplated hereunder, except for those permits obtained by the County as expressly set forth in Appendix 1 of the Contract Documents. Notwithstanding the provisions above, the Contractor shall be responsible for non-compliance of all permit requirements, including all fines resulting from Contractor's non-compliance of said requirements.
- E. To permit any representative(s) of the County, at all reasonable times, to inspect the Work in progress or any of the materials used or to be used in connection therewith, whether such Work is located on or off the Project site, and to furnish promptly, without additional charge, all reasonable facilities, labor and materials deemed necessary by the County's Project Manager, for the conducting of such inspections and tests as it may require.
- F. Unless otherwise provided in the special provisions, special conditions and Specifications, to assume liability for all damage to Work under construction or completed, whether from fire, water, winds, vandalism, or other causes, until final completion and acceptance by the County and notwithstanding the fact that partial payments may have been made during construction.

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

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

- H. By signing this Agreement, the contractor certifies under penalty of law that it understands the terms and conditions of, and will comply with, the Pinellas County National Pollutant Discharge Elimination System (NPDES) Permit No. FLS000005 that authorizes the storm water discharge associated with construction activities.
- I. Contractor shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 *et. seq.* Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

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

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

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

2. IT IS MUTUALLY AGREED:

- A. That no change, alteration, amendment, payment for extra Work or agreement to pay for same, shall be binding upon the County until it has been approved the same, and until the same shall be properly approved by the Board.
- B. The County shall designate a representative insofar as prosecution of the Work, and interpretation of the Plans and Specifications are concerned, and that no payments shall be made by the County under this Agreement except upon the certificate of the proper County designee.
- C. This Agreement shall be interpreted under and its performance governed by the laws of the State of Florida.

- D. The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Contract Documents shall not be construed to be and shall not be a waiver of any such provision or provisions or of its rights thereafter to enforce each and every such provision.
 - E. Each of the parties hereto agrees and represents that this Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and that no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, Work performed, or payments made prior to execution hereof shall be deemed merged into, integrated and superseded by this Agreement.
 - F. Should any provision of this Agreement be determined by a court to be unenforceable, such determination shall not affect the validity or enforceability of any section or part thereof.
3. The documents comprising this Agreement, which shall be known as the "Contract Documents", include the entirety of County's ITB pursuant to which this Agreement is awarded, including any addenda, and Contractor's submittal thereto. The following portions of the Contract Documents are listed for the purposes of determining priority:

CHANGE ORDER(S)

ADDENDA (if applicable)

SECTION B SPECIAL CONDITIONS

SECTION D SPECIFICATIONS

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

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

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

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

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

PINELLAS COUNTY acting by and through the Board of County Commissioners

Pat Gerard
Chairman

November 17, 2020
Date

ATTEST:
Ken Burke,
Clerk of the Circuit Court

By: Kenneth Burke
Deputy Clerk



Advanced Roofing Inc

By:

Signature: [Signature]

Print Name: Michael Kornahrens

Title: Vice President

APPROVED AS TO FORM

By:

Doriki T. Leuke
Office of the County Attorney



Letter from the CEO, Robert Kornahrens

EXHIBIT "B"

to City of Miramar Piggyback Agreement



Robert P. Kornahrens
Founder & CEO

Thank you for investing your time learning how Advanced Roofing Inc. can provide you safety and security through our re-roofing, repairs, and preventive maintenance services.

I started Advanced Roofing nearly 41 years ago. Over that time, we have developed a strong reputation through our commitment to every client, providing high-quality roofing installations that are completed on time and on budget.

At Advanced Roofing, you will receive personalized and professional services tailored to satisfy your needs. From the start of the job to project completion, and through our preventative maintenance program, we are with you every step of the way. By choosing Advanced Roofing, you are selecting an innovator in roofing technology, methodology, and training. Our team and installations have been battle-tested since 1983, positioning us as the largest re-roofing company in Florida and rated within the Top 20 roofing contractors in the United States.

The following proposal will provide you with everything you need to know about our company and details regarding our approach to your current roofing project. If there is anything that we can do now or in the future to ensure that we exceed your expectations, please do not hesitate to contact me directly.

Again, thank you for your time, and we look forward to becoming part of your team soon.

Sincerely,

Robert Kornahrens
Founder & CEO

AVAILABLE STATEWIDE

Fort Lauderdale • Miami • Jupiter / Palm Beaches • Fort Myers / Naples
Tampa / St. Pete • St. Augustine / Jacksonville • Sanford / Orlando



LIC #CCC024413

1-800-638-6869

www.AdvancedRoofing.com



Why Choose Advanced Roofing?



Your investment in your roof now is your safety and savings 20 years from now. When making a decision on the security of your business, employees, and family, you want a solution that you can count on, that's where Advanced Roofing comes in.

Safety: This is the most important value in our business and is our first priority. We have a full-time safety team in place to ensure every project is completed with the highest safety standards and without injuries.

Community: Through our passion and commitment to the communities in which we work, we strive to have a positive impact in those communities, making them better and safer places to live and work.

Sustainability: We have a long-standing commitment to sustainability through our solar division, Advanced Green Technologies, and have been recognized by Solar PowerWorld as a top solar contractor in North America with more than 450 megawatts installed since 2012.

Quality: Our commitment to quality ensures you the best customer experience possible by providing precise and custom solutions for your building, as well as award-winning craftsmanship and premium roofing materials.

ACHIEVEMENTS IN 2023

- ▶ **#1** Commercial Roofing Contractor in FL (#16 in the Nation) - *Roofing Contractor Magazine*
- ▶ **#1** Commercial Solar EPC in FL (204/500 in the Nation) - *Solar PowerWorld Magazine*
- ▶ **CASF** Craftsmanship Awards Roofing & Solar
- ▶ **TOP 100** (#41) Private Businesses - *South Florida Business Journal*
- ▶ **9/10** Customer Satisfaction Rating
- ▶ **4.5/5** Google Satisfaction Rating
- ▶ **0.69** Safety EMR
- ▶ **155** Re-Roofing Projects Completed
- ▶ **8 MW** Solar Energy Installed

AVAILABLE STATEWIDE

Fort Lauderdale • Miami • Jupiter / Palm Beaches • Fort Myers / Naples
Tampa / St. Pete • St. Augustine / Jacksonville • Sanford / Orlando



LIC #CCC024413

1-800-638-6869

ADVANCEDROOFING.COM



How Do Other Contractors Stack Up To Advanced Roofing?

Compiled below is a list of important criteria for any business owner, Property Manager, or consultant to consider when selecting the right contractor for roofing projects. Advanced Roofing has a documented history of meeting and exceeding expectations in each category. Before selecting any roofing professional, research whether the prospective company satisfies these key areas of concern, or as we like to say, "Dare to Compare."

We Dare You to Compare!

	ADVANCED ROOFING	Contractor B	Contractor C
Family Owned and Operated Since 1983 with No Bankruptcies in the Company's History	✓		
\$10 Million in General Liability Insurance	✓		
\$150 million Aggregate Bonding Capabilities	✓		
Over 85 Service Vehicles On the Road in Florida	✓		
Management Team with At Least 100 Years of Combined Roofing, HVAC, and Solar Energy Experience	✓		
Available Statewide in Florida: Seven Branches and 700 Employees	✓		
Full-Time Safety Division with a Low Experience Modifier. ARI's EMR is 0.69, 31% More Safe than Other Tier-1 Roofing Contractors.	✓		
Ranks as the Largest Commercial Roofing and Solar Energy Contractors in Florida by the National Roofing Contractor Association and Solar Power World Magazine.	✓		
Award-Winning Commercial Roofing and Solar Energy Contractors: NRCA, FRSA, CASF, Manufacturers, and Associations	✓		
Emergency Roof Repair Division Available 24/7	✓		
Preventative Maintenance Programs with the Ability to Maintain and Extend Manufacturer's Warranty	✓		
Successfully Completes Over 14,000 Leak Repairs and 155 Commercial Re-Roofing Projects Annually	✓		
Hurricane-Disaster Planning: Partnership with RoofConnect, a national network of top-tier roofing contractors from around the U.S.A. to help with emergency repairs following a major hurricane.	✓		
Provide Manufacturer's Labor and Material Warranty (20 Year No Dollar Limit NDL), and Extended Warranties.	✓		

Call Today 1-800-638-6869

Tel 954-522-6868 Fax 954-566-2967
1950 NW 22nd Street, Fort Lauderdale, FL 33311





1983 Founded by Rob Komahrens in Ft. Lauderdale, FL

1989 Sheet Metal Division Opens

1992 Hurricane Andrew strikes South Florida

1996 Advanced Roofing joins Fort Lauderdale Executive Association

2003 Advanced Roofing Co-Founders Roof Connect

2004 Kevin and Michael Komahrens join the company full-time

2005 Roofing Contractors Association Ranks Advanced Roofing 5th in the Nation

2007 Advanced Green Technologies - Solar Division Established

2013 Jupiter Service Branch Opens

2015 Miami Service Branches Open

2016 Acquisition of Roof System Services of Pompano Beach, FL

2018 35th Year Anniversary Celebration

2019 500-Employee Milestone

2019 Tampa Office and Warehouse Purchase

2020 Roofing Contractor Magazine Ranks Advanced Roofing 12th in the Nation

1983 Started with one truck & \$15,000 loan in garage of home in Pompano Beach, FL

1986 Sq. Ft. Re-roofed: 2,702,700

1992 HVAC & Crane Divisions Open

1994 Sq. Ft. Re-roofed: 14,864,861

2000 Professional Roofing Magazine recognizes Advanced Roofing as one of the 50 most intriguing roofing contractors in the U.S.

2005 Central Florida Branch Opens

2007 Sq. Ft. Re-roofed: 32,432,424

2012 9 Million sq. ft. of Rooftops under Preventive Maintenance Program

2015 ABCI Roofing Apprenticeship Program Established

2015 Acquisition of Roth Bros. of Roofing Company in Tampa

2016 Sq. Ft. Re-roofed: 44,594,583

2018 Jupiter Office and Warehouse Purchase

2019 Acquisition of MSC Electric

2019 Jacksonville Office and Warehouse Purchase

2021 Miami Office and Warehouse Purchase

2023 40 Years in Business



SOME CLIENT WORDS ABOUT ADVANCED ROOFING

See more reviews at www.advancedroofing.com/customer-testimonials

COMMERCIAL RE-ROOFING

"Advanced Roofing re-roofed an occupied supermarket in our shopping center. Not only was everyone I dealt with professional and courteous, they also got the job done without any complaints from the tenant. I can highly recommend them."

- F. Weisener; Searstown LTD

AIR CONDITIONING

"We have successfully completed another installation project with AAS. They were a joy to work with and kept us up to date at all times regarding project progress. The project was completed on time and on budget."

- L. Hill; Royal Mgmt. Services

SOLAR ENERGY

"AGT is a top of the line Solar Contractor. They truly have the best knowledge in the business and their finished product is proof of that. I highly recommend this team and look forward to working with them again."

- H. Taylor; Kaufman Lynn

AVAILABLE STATEWIDE

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Once you begin a project with Advanced Roofing, the work will continue along a path to complete satisfaction. First your roof is assessed and a plan is developed to determine the necessary course of action, then the best products and practices are recommended and a timeline is established. If any of ARI's in-house divisions are required, they are brought into the project and you are afforded each manager's recommendations for the precise portion of the job.



At regular stages along the way, you are updated on the project and supplied with appropriate reports and photographs



Safety is always a part of every project and so incorporated into every facet of the job





REROOFING

A Better Financing Option

Reroofing your building can put significant strain on, or even exceed, your HOA reserves. Financing arranged through Advanced Roofing is a smart alternative, letting you spread the cost over a few years and between your residents.

► **Keep your reserve fund intact**

Avoid emptying your reserve account, so you still have the cash you need for emergencies

► **Avoid a special assessment**

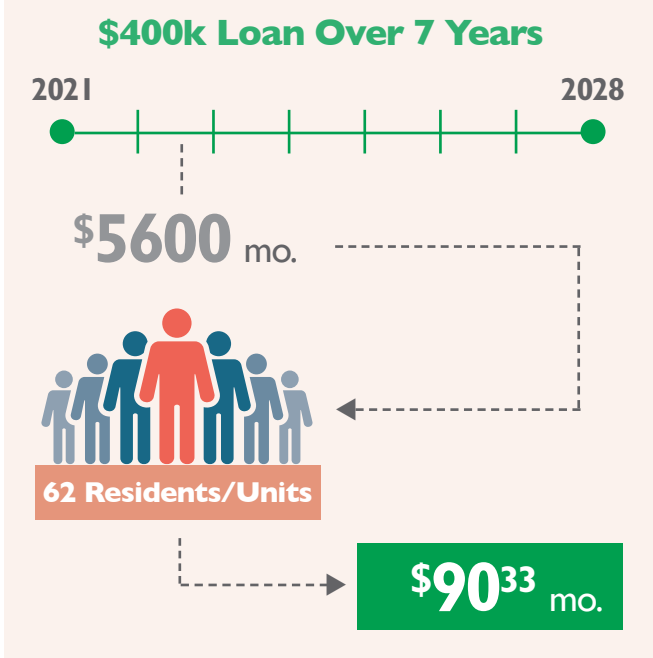
Many of your residents simply won't be able to meet the costs required by a special assessment.

► **Don't delay reroofing**

Reroof your building now rather than delaying the work, which can lead to further damage.

► **Make no repayments until after completion**

Repayments don't start until the project is complete, giving your residents even more time to adjust their budgets and prepare for the increase.



**Price illustration (indicative only)*



Do You Qualify?

To qualify for financing, you must:

Have an executed contract

Advanced can accept a contract contingent on your HOA securing financing.

Be in good financial health

Your HOA must be cash-flow positive, with less than 10% in arrears on dues.

Supply required documents

You'll need to supply a current balance sheet, income statement and the most current aging report, along with the number of units including rentals.

Have no liens filed on the premises

Personal guarantees won't be accepted as an alternative.

GET IN TOUCH TODAY

to discuss how we can help you secure finance for your reroofing project.



ESTABLISHED 1983

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www.AdvancedRoofing.com



Florida's Premiere Commercial Roofing Contractor
Committed to Quality

To: Elizabeth Valera City of Miramar 2200 Civic Center Place Miramar, FL33025 954-602-3175	Job Name: MIRAMAR -WASTE WATER TREATMENT PLANT - BLDG 2 (B)
Date: September 27, 2024	Address: 13900 Pembroke Road Miramar, Florida 33027
	Reference: Carlisle TPO Roof Replacement

We are pleased to submit the following proposal for your consideration on the above referenced premises as follows. We agree to provide all labor, material, tools, equipment and proper insurance with excess liability of twelve (12) million dollars.

PERMITTING AND TESTING

Permitting and testing that is required to secure a roofing permit is included in our bid proposal. The following test will be completed in order to pull your permit:

1. Engineered signed and sealed design wind pressure calculation.
2. Florida Product Approval (FPA) or Miami Dade County Notice of Acceptance (NOA) for the proposed system as required.
3. Roof plan with elevations of deck and parapet walls.
4. Notice of Commencement filing with the county and fees before the start of the project.
5. Provide roof attachment and engineered fastening pattern in accordance with ASCE 7-22 and Florida Building Code 2023 8th Edition Roof Application Standard RAS 127-20/RAS 128-20.
6. Perform drainage survey to verify capacity of existing primary and overflow drains/scuppers in accordance with Florida Building Code 2023 8th Edition Section 1503, 1511.6, 1604.62, Plumbing section 1105, 1106, 1107, ASCE 7-22, Section 8.0 and HVAC Section 1514.4 and 1616.

PREPARATORY WORK

1. Cut and remove all existing roofing down to the concrete, or smooth workable surface and plywood deck. Remove only as much roofing in one working day period that can be replaced. Water cut off to be installed at the end of each working day to assure a watertight condition.
2. Broom clean the entire roof. Remove all dust and dirt, then thoroughly clean with a power air blower.
3. Remove roofing debris and cart away to the local dump site or landfill.
4. Entire deck to receive one (1) coat of asphalt base primer.
5. Existing wood decking will be re-nailed to meet South Florida Building Codes.

MODIFIED BITUMEN VAPOR BARRIER

1. Furnish and install a one ply vapor barrier consisting of a smooth modified bitumen interply sheet torch applied to concrete deck per manufacturer's specifications. All penetrations to be sealed with mastic membrane.

TAPERED ROOF INSULATION

1. Furnish and install 1/8 inch per foot slope Poly-Iso tapered roof insulation system. New insulation system to be sloped to drain. Insulation to be adhered with polyurethane foam adhesive per manufacturer's recommendations per manufacturer's recommendation.

TAPERED CRICKETS AND SADDLES

1. Furnish and install tapered Poly-Iso insulation between scuppers or drains with an 1/2 inch per foot slope.

OVERLAY HARD BOARD INSULATION

1. Furnish and install 0.5 inch DensDeck Prime roof deck insulation to entire deck. All boards to be adhered with polyurethane foam adhesive per manufacturer's recommendations.

VERTICAL FLASHING SEPARATOR BOARD

1. Furnish and install new 1/4" DensDeck Prime mechanically attached to existing vertical surfaces to avoid asphalt contamination of new single ply membrane wall flashing.

SINGLE PLY ROOFING SYSTEM

1. Furnish and install new Carlisle 60 MIL TPO single ply roof system. New roof system to be Fully Adhered in accordance with manufacturer specifications and local building code requirements.
2. All detail work including vent pipes, roof vents, and other miscellaneous roof projections to be done in accordance with Carlisle standard details.
3. Advanced Roofing, Inc. is an approved applicator of Single Ply Systems for Carlisle.

TPO WALL/CURB FLASHINGS

1. Furnish and install new fully adhered 60 MIL Carlisle Sure-Weld TPO membrane applied to prepared vertical surfaces utilizing solvent based bonding adhesive per manufacturer approved details.

MISCELLANEOUS INSTALLATIONS

1. Top of all base flashing to be secured with a 1/8" thick aluminum termination bar. Same to be sealed with a caulk bead of sealant.
2. Shop fabricate and install new 24 gauge Stainless Steel Type 304 2B coping cap metal. Exterior face to be hemmed and cleated with a continuous clip. Interior face to be mechanically fastened and sealed with rubber grommets or sealant.
3. Existing stucco stop receiver to remain in place. Shop fabricate and install new 24 gauge stainless steel counterflashing installed into existing receiver.
4. Furnish and install new 24 gauge stainless steel pre-fabricated Two-Piece Counter-flashing.
5. Shop fabricate and install new TPO Clad Metal overflow or flow-thru parapet wall scupper drains at existing scuppers.
6. Furnish and install new concrete tiles along top of north parapet wall.
7. Furnish and install new unsupported single ply membrane field-manufactured flashing at abnormal shaped penetrations. Flashing to be heat welded to membrane and caulked and clamped at top side.
8. Furnish and install new Carlisle polyester reinforced resin flashing system at penetrations as required. Penetrations to be prepared, primed, and flashed per manufacturers recommendations.
9. Membrane protection pads to be installed below lightning protection every 3' per manufacturer specifications.
10. Lightning protection system to be removed and reinstalled. Cost for this work is included in our price.
11. City or county roofing permit, crane and sales tax are included.
12. Digitized roof drawing and photographs depicting work areas and details for this work scope are attached.

STEEP SLOPE ROOFING

1. Tin cap one (1) ply of 30# felt as per code.
2. Install two (2) plies of Polystick XFR Self-Adhering underlayment.
3. Furnish and install a Petersen 18" wide .040 aluminum kynar finish Standing Seam exposed fastener roof panel system and trim pieces over the prepared roof surface as per the manufacturer's specifications.

CLARIFICATION & EXCLUSIONS

1. All costs associated with utility line interface with roofing activities are excluded from this proposal. If utilities exist on the roof it is the owner's responsibility to pay for any required utility protection, shutdown, and standby power to allow for ARI to safely execute the project.
2. Recover scope of work contingent upon acceptable moisture survey/bonded uplift test results per local building code requirements.
3. Hot stack flanges are excluded from scope of work and is responsibility of the City of Miramar to hire mechanical contractor to replace stacks and connect to mechanical equipment below.
4. connect to mechanical equipment below.
5. Priced per Advanced Roofing's Pinellas County Term Contract Number 190-0336-B(AR) with an expiration date of November 17th, 2025.

GUARANTEE

Twenty (20) year No Dollar Limit (NDL) guarantee on materials and labor by Carlisle.

CONTRACTOR'S WARRANTY

Two (2) year guarantee on materials and labor by Advanced Roofing, Inc.

Please note, the quoted price of any selected alternate shall be deemed added to the contract price. If an alternate requires a Preventative Maintenance Agreement with Advanced Roofing, the cost of the Preventative Maintenance Agreement shall also be deemed added to the contract price.

QUOTATION

Carlisle TPO Roof Replacement - FOR THE SUM OF TWO HUNDRED THIRTY-FOUR THOUSAND DOLLARS	\$234,000.00
Peterson Standing Seam Metal Panels (Mansard) - FOR THE SUM OF TWENTY-EIGHT THOUSAND EIGHT HUNDRED SEVENTY-FIVE DOLLARS	\$28,875.00

SUBTOTAL

QUOTATION

FOR THE SUM OF TWO HUNDRED SIXTY-TWO THOUSAND EIGHT HUNDRED SEVENTY-FIVE DOLLARS \$262,875.00

ALTERNATE ADD #1 - WARRANTY UPGRADE

Furnish roof manufacturer's 5 Year Warranty Extension to the 20 Year Warranty included in base bid through Carlisle's Continu-Care Preventative Maintenance Program. This alternate requires an actively engaged Preventative Maintenance Agreement with Advanced Roofing.

QUOTATION

Warranty Upgrade - FOR THE SUM OF SEVEN HUNDRED FIFTY DOLLARS \$750.00

UNIT PRICES

Replace Damaged or Deteriorated Wood Decking	\$175.00 per sheet
Paint Rust Inhibitor	\$3.50 per SF
Missing or Deteriorated Wood Nailer/rafter Replacement	\$3.00 per LF

OVERFLOW SCUPPERS

Any additional overflow scuppers required to be installed will be provided at a cost of \$1,500.00 each.
Any additional overflow scuppers required to be enlarged will be performed at a cost of \$750.00 each.

PREVENTIVE MAINTENANCE AGREEMENT

SINGLE PLY ROOF SYSTEM - PREVENTIVE / PROACTIVE MAINTENANCE PROGRAM

The following Preventive Maintenance Program/Contract will meet the guidelines of your **Manufacturers requirements** and procedures. The following roofs named on this contract will have these maintenance items maintained once (annually) in a twelve (12) month period:

1. Fill and crown all penetration pockets with a pourable sealer.
2. Apply a one (1) part urethane sealant to all compression clamps located at vent stacks and field fabricated pipe flashings.
3. Inspect the perimeter parapet wall and curb base flashings for any possible voids which may occur due to structural movement of walls and roof edges. Repair any such voids which may exist with compatible single ply material.
4. Remove all debris from the surface of the roof system and drainage areas and dispose of properly. Check the clamping ring in the drain bowl assembly for proper compression and tighten drain bolts as necessary. **Note:** Removal of abandoned equipment, property or materials or other unusual objects is the Building Owner's responsibility.
5. Apply a polyurethane sealant to the following sheet metal items as necessary: coping cap metal, surface mounted counterflashing, termination bars, gutter joints, exterior scupper cover plates and conductor heads if accessibility permits such an application.
6. Visually inspect the coping cap metal and counterflashings for any loose or missing fasteners. If any fasteners are loose, they will be tightened or replaced as necessary. Additional fasteners will be added where missing fasteners are located.
7. Provide owner with written inspection report and digital photos of deficiencies. If we find conditions that need repair beyond the scope of preventative maintenance set forth in this agreement, we may provide recommendations and proposals for your consideration.
8. Proper maintenance of the roof will help extend its service life and prevent leaks. However, this maintenance contract is not a contract of insurance or guarantee against leaks or other roofing issues and unless separately agreed to in writing between the parties, is limited to the scope of services described above. **This preventative maintenance agreement does not cover maintenance or repairs to any portion of the building other than the roofing system installed by ARI and, without limitation, specifically excludes maintenance or repairs to masonry components and/or their cladding, windows, structural cracks, and physical damage by others.** Repair of leaks or damage to the roofing system caused in whole or in part by Owner's failure to maintain other components of the building are not covered under this agreement.
9. The term of this contract is three (3) years (hereinafter "Contract Term"). The Contract Term shall automatically renew unless cancelled by ARI or Customer in writing within ninety (90) days of the expiration of this contract. The Cost per year for any new Contract Term may be increased by not more than the greater of 5% or the average CPI for the most recent calendar year.
10. Cost per year: \$1,200.00 (One Thousand Two Hundred Dollars)
11. Total cost for three (3) year contract: \$3,600.00 (Three Thousand Six Hundred Dollars)

PM Agreement first year inspection will occur on or about the one (1) year anniversary date following project completion and issuance of manufacturer's warranty. First year (and subsequent years) inspection and report will be submitted to property manager. Invoice for one (1) year only will be submitted on or about the same date of inspection report. Payment is due within 30 days from receipt. Note: Upon acceptance of this proposal, no payment is required. A separate invoice will follow upon completion of the first service. ****The date contract is signed will serve as the first (1st) day of agreement between Advanced Roofing, Inc. and customer.**** IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first set forth above.

We have financing partners that can provide financing for any size job. Please let us know if you are interested and we can provide the information upon request.

Extended guarantees are available with a maintenance program.

Our work is done in a workmanlike manner by trained, qualified mechanics using the latest technical equipment for the job. During the course of the job the progress, workmanship and housekeeping is documented and reviewed by management for quality control. As always, ADVANCED ROOFING, INC. is "Committed to Quality".

Customer/Owner acknowledges that during the course of the roof removal process it is possible for debris, including but not limited to, insulation or roofing fabric, to fall inside the structure. ARI will use its best efforts to minimize such an occurrence. However, the parties stipulate and agree ARI shall not be liable for any claim, loss, or damage associated with debris falling inside the structure during the roof removal process regardless of the cause. Customer/Owner shall keep all persons or property free and clear from under the work area in order to minimize any potential claim, loss, or damage.

Safety and protection of the property is our concern and we take precautions to protect people and property from damage or injury during the course of the job. All work areas will be cleaned daily and equipment will be removed immediately upon completion of work.

TERMS OF PAYMENT

- A. 25% deposit due within ten (10) days of execution of contract.
- B. Monthly progress payments per AIA 702 and 703 Schedule of Value, due NET 30 days from the date of the invoice.
- C. 10% retainage to be paid upon delivery of permit final, warranties, and Final Releases of Lien.
Due to long lead time for material deliveries and extreme volatility in material prices, Contractor cannot guarantee the price of materials necessary for the completion of the Work. If, subsequent to the execution of this Agreement, there are any unavoidable casualties, material shortages, manufacturer or supplier mandated upcharges on materials, or any other events beyond Contractor's control that cause an increase in the price of the materials used in the performance of the Work, which include but is not limited to, tar, asphalt, asphalt-related products, steel, metal, plywood, insulation, flashings, membranes, tiles, sealants, or fasteners, the Contract Sum shall be equitably adjusted to account for those unforeseen costs. In an effort to mitigate future price escalations, Contractor shall require, and Owner/Customer agrees to pay, a deposit of twenty-five percent (25%) of the Contract Sum within ten (10) days of execution of this Agreement.

ATTENTION PROPERTY OWNERS - DON'T JEOPARDIZE YOUR INSURANCE

We are fully and properly insured, in addition with our base coverage of 1 million, 2 million aggregate, we also carry an additional \$10,000,000 in excess coverage. Proof of insurance will be sent upon request. It is in the best interest of the owner to make sure a contractor carries the amount of insurance as stated above and ask for proof.

Thank you for the opportunity to bid on this work. Should you have any questions or require any additional information, please do not hesitate to call.



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Florida's Premiere Commercial Roofing Contractor
Committed to Quality

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance.

Authorized Signature: *Matt Jeffries*

Printed Name: Matt Jeffries

NOTE: This proposal may be withdrawn by us if not accepted within 7 days.
Owner is responsible for asbestos testing and related cost to remove.

Acceptance of Proposal

By checking this box, I have read and agree to the Terms and Conditions(see attached).

The undersigned as (check one) Owner Authorized agent of Owner hereby accepts and agrees to the prices, specifications and conditions indicated above and on the reverse side of this contract.

Accepted: _____ Signature: _____ Date: _____

*Terms & Conditions on last page(s) apply.

State License: CCC 024413

Thank you for the opportunity to bid this work. Should you have any questions or require additional information, please do not hesitate to contact Mathew Jeffries at (954) 218-6004 or via email at MattJ@agt.com.

Contract Terms & Conditions

The following provisions form part of the contract between the parties hereto. Advanced Roofing, Inc. will be referred to as "Advanced":

GUARANTEE: Unless otherwise provided in the body of this contract, re-roofing jobs are guaranteed against leaks for a period of two (2) years from Advanced's completion of its work. The guarantee covers any defect in workmanship or in materials supplied by Advanced which causes a leak to the premises. The guarantee does not cover actions beyond the control of Advanced, including but not limited to windstorms, hurricanes, tornados, lightning, plant or animal life, such as termites, damage caused by Owner or other parties, or work done by parties not under the control of Advanced. Mechanical and electrical modifications are not part of Advanced's responsibility unless included in the scope of work otherwise described herein. Advanced's total liability under this guarantee shall not exceed the lesser of (a) the cost to return the roof to a watertight condition or (b) the contract amount paid to Advanced pursuant to the terms of this contract. In no event shall Advanced's liability under this contract extend to consequential damages. Advanced is authorized to photograph the property in order to determine the scope of services, marketing, or other purposes associated with the project.

PERMITS: Unless otherwise expressly stated in the body of this contract, Owner acknowledges and agrees that this proposal is based on the assumption that the work stated herein is exempt from permit requirements and, as such, permit costs are excluded from this proposal. In the event a permit is required or becomes necessary, Owner agrees to reimburse Advanced for the actual cost of the permit, plus any incidental fees including but not limited to the recording of a notice of commencement and re-inspection fees. Owner shall cooperate with Advanced in the execution of any documentation required for the issuance of a permit. Owner hereby waives and releases Advanced from and against all claims arising from or relating to the failure to obtain a permit for the work covered by this Agreement.

CLAIMS: All claims for nonfulfillment of the contract shall be made within 30 days from completion of the work. Advanced reserves the right to correct any condition for which it is responsible including damage to other property. In the event others repair or attempt to repair any problem with the work done by Advanced, unless authorized by Advanced in writing, all guarantees and warranties associated with this project shall be void and of no other further force and effect. Advanced shall not be liable for any cost of work or repairs to its work done by others unless previously authorized by Advanced in writing.

PAYMENT: Owner has represented to Advanced that it has the funds available to make payment and has further agreed to supply financial records satisfactory to Advanced, prior to commencement of construction. Owner agrees that, if requested to do so by Advanced, Owner shall complete a credit application authorizing Advanced to investigate the credit worthiness, credit history and/or financial responsibility of Owner. If Advanced in its sole discretion is not satisfied with Owner's current or future ability to pay, or Owner fails to complete a credit application, Advanced may terminate this contract without penalty. Unless otherwise provided in the body of this contract, all payments are due NET 30 days from the date of the invoice. Final payment is due on the completion of the job and is a condition precedent to any warranty or guarantee obligation of Advanced. Any release, lien waiver or warranty issued pursuant to this project is delivered in escrow subject to payment and may be cancelled for nonpayment. Advanced's right to payment is not contingent upon the acceptance of work done by others and over which Advanced has no control. Interest shall accrue at eighteen percent per annum on all amounts not paid within 30 days of the date payment was due. All payments made via credit card or debit card are subject to a three percent (3%) processing fee.

UNFORESEEN CONDITIONS: This proposal is limited to the scope of work described and does not include structural issues which may be discovered during the course of the work. In the event that unforeseen conditions arise that were not apparent upon visual inspection, such additional work shall be performed on a time and material basis over the price stated in this contract. Examples of conditions which will be considered an unforeseen condition giving rise to an increase in the cost of the job would be the discovery of additional roofs during tear-off; or that the original roof was solidly mopped to the deck; deck replacement; deck securement/fastening; deck minimum gauge or deck conditions requiring repair beyond proposal allowance, or any other condition that Advanced should not reasonably have anticipated from visual inspection and included in the price provided for in the contract. It is recommended that a structural engineer inspect the roof deck.

OWNER RESPONSIBILITIES: Unless otherwise provided for in the body of this contract, Owner is responsible for any of the following conditions: Asbestos testing and removal expenses, if any; wind uplift and moisture testing if required; engineering and attachment or enhancement of the existing/proposed roof deck system and any structural component of the building; the condition of the existing/proposed deck slope, structural integrity of the deck, method of attachment of the deck, buried conduits, and equipment below the deck or any other structural deficiencies which may contribute to preventing positive drainage on the roof surface; Waterproofing of the building envelope, including windows, doors, or other areas outside the scope of work performed by Advanced. Owner may be responsible for moving or otherwise protecting signs, lighting antennas, satellite dishes or other property or equipment which interferes with the reroofing of the property and agrees not to hold Advanced liable for damage to same unless Advanced accepted the responsibility therefore. Customer/Owner acknowledges that during the course of the roof removal process it is possible for small amounts of debris, including but not limited to, insulation or roofing fabric, to fall inside the structure. Advanced will use its best efforts to minimize such an occurrence. However, the parties stipulate and agree Advanced shall not be liable for any claim, loss, or damage associated with debris falling inside the structure during the roof removal process.

PRE-CONSTRUCTION INSPECTION/LEAKS: Roofs ready for replacement are generally leaky and holding water which may, through no fault of Advanced, leak into the building during the course of the re-roofing process. Advanced shall use best roofing practices to minimize the risk of leaks but owner agrees not to hold it liable for leaks not directly caused as a result of negligent practices. Additionally, interior damage generally pre-exists commencement of the re-roofing project. Owner agrees to provide access to all interior areas and top floor units in order for the parties to document pre-existing damage. The risk is upon Owner, who agrees to indemnify and hold Advanced harmless, against any claim by Owner or any other party seeking to hold Advanced liable for damages where Advanced was not provided access during its pre-construction inspections to the areas in question. Owner also shall have the responsibility to notify its residents of the steps that must be taken to protect their property, which will be contained in the Start-Up letter provided by Advanced. Owner shall also provide the staging area and cooperate to inform and assist in preventing residents or others from entering that area or any area under construction.

PRICES QUOTED ARE FOR GALVANIZED flashing, eves drip and gravel stop unless otherwise specified.

UPLIFT STANDARDS: All roofing systems will be installed in accordance with both the manufacturer's specifications and building code. Advanced does offer uplift guarantees but unless otherwise specified in this proposal post installation pressures are not guaranteed.

EXISTING PROPERTY OR EQUIPMENT: Unless otherwise specified in this contract, Advanced shall not be liable for damage to property or equipment, including signs, lighting fixtures, antennas, satellite dishes or other equipment at the property which is reasonably at risk from the work performed by Advanced. Any expenses incurred by Advanced to protect said property shall be paid for by Owner.

RISK OF DAMAGE: Owner's acknowledges the work may cause vibration and/or deflections in slabs or walls which could cause damage to the building or its contents, including, but not limited to, stained, cracked or damaged ceilings or ceiling components, cracked or damaged plaster, insulation, acoustical tile or personal property or fixtures within or about the building(s), cracks in driveways, curbs and sidewalks, or damage to soffits. Additionally, Owner acknowledges the work may cause the emission of odors, gases, or fumes, and Advanced shall not be responsible for damage or injury for respiratory problems which may result from the work. Owner shall advise its tenants, unit owners, agents and employees of the risks described in this paragraph prior to commencement of the work. Similarly, prior to commencement of the work, Owner is responsible for securing any of its property that may be affected by the work and, in situations where third parties occupy interior units, Owner shall advise those third parties of their need to do so as well. Advanced shall not be responsible for damage to parked vehicles or property located in or about the staging area assigned for its use. **ADVANCED EXPRESSLY DISCLAIMS AND EXCLUDES ALL LIABILITY FOR DAMAGES ARISING OUT OF OR RELATING TO THE EVENTS DESCRIBED IN THIS PARAGRAPH (hereinafter "Disclaimed Damages")**, unless caused by the intentional acts or gross negligence of Advanced. Owner shall defend, indemnify, and hold harmless Advanced from and against any and all claims, demands, or actions arising from or relating to: (i) Owner's failure to fulfill its responsibilities under this paragraph; or (ii) any Disclaimed Damages, except those caused by the gross negligence, or the willful, wanton, or intentional misconduct of Advanced. The monetary limit of Owner's indemnification obligation under this paragraph shall be equal to the total price of this contract, which Owner agrees bears a reasonable commercial relationship to the contract.

DELAYS: Advanced shall not be liable in any respect for any delays caused by strikes, labor disputes, material shortages, court injunctions, actions by the Owner or by third parties, Acts of God, or other conditions outside of its control. In the event Advanced must demobilize and/or remobilize as a result of any action for which the Owner is responsible, due to weather, or due to any other events for which Advanced is not responsible, Owner shall pay Advanced \$5,000 or Advanced's actual cost, whichever is greater, for each demobilization and remobilization, in addition to any associated costs, including the cost of crane tear down and setup. If it is necessary to perform additional work in order to protect the property from adverse weather, or to repair work damaged by adverse weather, Advanced will be entitled to a change order for reimbursement for same.

MATERIAL PRICE CHANGES: Due to extreme volatility in material prices, if, subsequent to the execution of this contract, there is an increase in the price of tar, asphalt, asphalt-related products, steel, metal, plywood, insulation, flashings, membranes, tiles, sealants, fasteners, or other materials necessary for the completion of the Work, the Contract Price shall be equitably adjusted to reflect the additional cost. Advanced will provide written documentation reflecting the increased charges. A fuel surcharge may be added if the price of fuel increases by more than 5% between the time the contract is signed and commencement.

BREACH: In the event Owner terminates or breaches this contract, or if a condition attributable to Owner or Owner's property arises that prevents Advanced from fulfilling the contract, Advanced shall be entitled to be paid that percentage of the contract price as the percentage of work performed; plus for work not performed, all expenses incurred in preparing to perform same, mobilization expenses and profit which would have been realized had the work been completed. If the contract is canceled as a result of strike, labor dispute or conditions not the fault of or attributable to either party hereto, Advanced shall be entitled to recover from Owner that percentage of the contract price as the percentage of work performed; plus for work not performed, all expenses incurred in preparing to perform same, mobilization expenses or other expenses incurred related to the project but not profit for work not performed.

DISPUTES: The prevailing party in any litigation, arbitration or mediation arising out of or relating to this contract shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party, at both the trial level and on appeal. Broward County, Florida, shall be the sole and exclusive venue for any litigation arising from or relating to this contract. Owner hereby expressly consents to the exclusive personal jurisdiction of the state and federal courts located in Broward County, Florida for any lawsuit filed arising from or related to this contract and waives any argument that any such court lacks jurisdiction or that venue in such forum is not convenient. In the event Owner commences any action arising under this contract in another jurisdiction or venue, Advanced shall, at its sole option, be entitled to have the case transferred to one of the jurisdictions and venues above stated, or if such transfer cannot be accomplished under applicable law, Owner consents to have such case dismissed without prejudice. **THE PARTIES TO THIS CONTRACT EXPRESSLY WAIVE THEIR RIGHT TO A TRIAL BY JURY IN AND FOR ALL CLAIMS OR CAUSES OF ACTION ARISING FROM OR RELATING TO THIS CONTRACT.**

NO ORAL PROMISES: There are no promises, representations or understandings outside of this instrument which instrument represents the complete agreement between the parties. No modification of this contract shall be valid unless in writing, signed by the party against whom the change is asserted. Any notification required by this contract shall be made in writing.

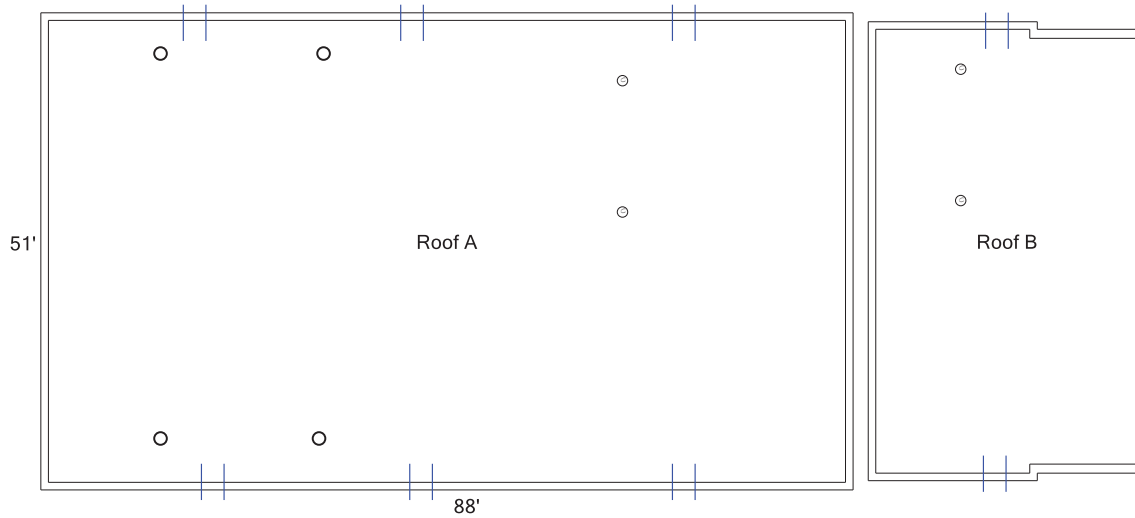
LIMITATION OF LIABILITY: Advanced is not liable for any claim for injury or damages, whether based upon a contractual, statutory or tort theory, which result from: (a) natural disasters including but not limited to lightning, windstorm, hail, hurricane, tornado, wind gale force or greater; (b) misuse, neglect, or unauthorized alterations of the roofing system or as a result of or connected with materials supplied or installed by others; (c) exposure to damaging substances such as oil, solvents etc.; (d) failure of the substrate, surface or materials under the roof; (e) improper drainage; (f) lack of recommended maintenance; (g) damage resulting from water entry from any portion of the building structure which is not a part of the roofing system, or (h) any claim related in any way to damage or injuries from mold, spores, fungus, any organic pathogen or exposure to toxic or noxious substances fumes or vapors. Advanced shall have no obligation under this Contract until all bills for installation, service, and materials have been paid for in full. The Owner will, at its expense initiate an ongoing maintenance program to include keeping all pitch pans filled with mastic, maintaining caulk or sealant around all roof penetrations, cap metal, cover plates, gravel stops, counterflashings, termination bars, exterior scuppers, gutters, down spouts and leader heads, and keeping the roof free of vegetation, trash and debris and such other miscellaneous items necessary to maintain the serviceability of the roofing system. If this roofing system is covered under a manufacturer's Warranty, Advanced is not liable for the provisions thereof. The warranty and liability of Advanced shall only accrue to and be for the benefit of the original Owner named herein, and is NOT assignable or transferable without prior written approval and inspection by Advanced.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ADVANCED DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR LIMITS SUCH WARRANTY TO THE DURATION AND TO THE EXTENT OF THE EXPRESS WARRANTY REPRESENTED BY THIS WARRANTY.

Advanced's exclusive responsibility and liability under this contract and warranty is, in the case of a new roof, to make repairs that may be necessary to maintain the roofing system in a watertight condition for the length of Advanced's warranty period; and in the case of a repair, to repair any additional leaks which result from faulty repair work done by Advanced. Owner acknowledges that leaks may come from more than one possible source and that Advanced does not guarantee that its repair will stop leaks not associated with the area repaired by it. Advanced shall not be liable for its own negligence, or under theories of statutory or strict liability or any other theory of liability other than the exclusive liability set forth in this warranty which Owner agrees is its sole remedy notwithstanding the type or category of damages claimed. Owner expressly waives all claims for consequential damages, including without limitation, loss of use, lost profits, lost rents, or any other inconvenience or expense incurred by Owner. Any change to the provisions of this section must be in writing and signed by a corporate officer of Advanced.

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

Miramar - Wastewater Treatment Plant BLDG #2



Roof A - 4,488 SF
Roof B - 1,397 SF
Total SF - 5,885



Legend

- Control Joint
- Expansion Joint
- Roof Top Units**
 - Gossecock Vent
 - HVAC on Curb
 - Roof Hatch
 - HVAC on Sleepers
 - Split on Stand
 - HVAC on Stand
 - Skylight
 - Unit on Curb
 - Exhaust Fan
 - Unit on Sleepers
- Projections**
 - Plumbing Stack
 - Pitch Pan
 - Scalping Dish
 - Hot Stack
 - Manhole
 - Down Pipe
- Drainage**
 - Primary Roof Drain
 - Overflow Roof Drain
 - Overflow Scupper
- Miscellaneous**
 - Gas Line
 - Walkway
 - Power Walkway
 - Crickets
 - Roof Level Change
 - Cone Tear
- Problem Indicators**
 - Blister
 - Ponding
 - Flaking Problem
 - Ridge
 - Bone Spot
 - Phone Indicator

* Note: -U indicates an unused item

1950 NW 22nd St Fort Lauderdale, FL 33311 Tel: (954) 522-6868 Fax: (954) 566-2987

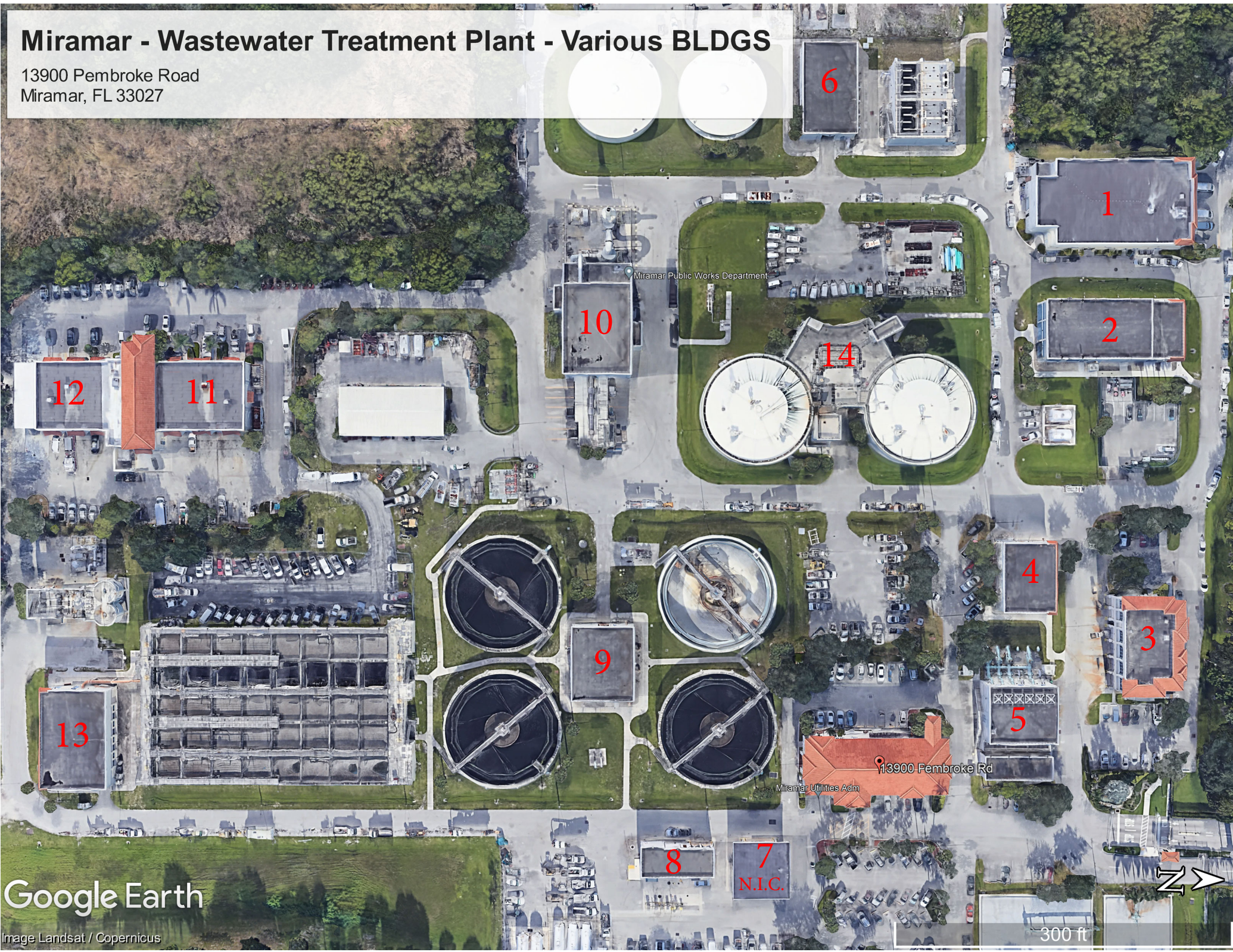
Miramar - Wastewater Treatment Plant BLDG #2

Customer	
DWG. By	MP
Date	2/9/2023
Scale	N.T.S

The drawing is the property of Advanced Roofing Inc. It may not be reproduced without consent.

Miramar - Wastewater Treatment Plant - Various BLDGS

13900 Pembroke Road
Miramar, FL 33027



Google Earth

Image Landsat / Copernicus

300 ft



Advanced Roofing, Inc.

"Committed to Quality"

1950 NW 22nd Street, Fort Lauderdale, FL 33311
(954) 522-6868 WATS (800) 638-6869 FAX (954) 566-2967

Project: Miramar – Wastewater Treatment Plant – BLDG #2



Miramar – Wastewater Treatment Plant



Roof A - Overview



Roof B - Overview



Parapet



Base Flashing



Coping



Advanced Roofing, Inc.

"Committed to Quality"

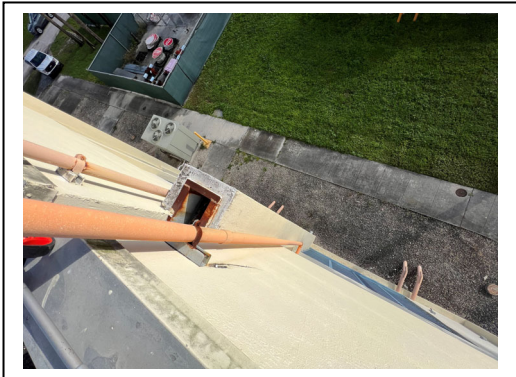
1950 NW 22nd Street, Fort Lauderdale, FL 33311
(954) 522-6868 WATS (800) 638-6869 FAX (954) 566-2967



Scupper



Leaderhead



Downspout



Hot Stack



Lightning Protection on Roof



Lightning Protection Downlead



Advanced Roofing, Inc.

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(954) 522-6868 WATS (800) 638-6869 FAX (954) 566-2967



Roof A – High Core Cut



Roof A – High Core Sample



Roof A – Low Core - Spike



Roof B – High Core Sample



Roof B – Low Core - Spike



Roof A - Height



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(954) 522-6868 WATS (800) 638-6869 FAX (954) 566-2967



Roof B - Height



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/8/2024

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

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


PRODUCER Acrisure Southeast Partners Insurance Services, LLC Attn: SouthEast Platform, PO Box 1788 Grand Rapids MI 49501	CONTACT NAME: Judith Haase PHONE (A/C No. Ext): 800-845-8437 E-MAIL ADDRESS: jhaase@acrisure.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
License#: BR-1796553 ADVAROO-06	INSURER A: Greenwich Insurance Company INSURER B: Starr Indemnity & Liability Company INSURER C: Bridgefield Employers Insurance Company INSURER D: Continental Casualty Company INSURER E: Columbia Casualty Company INSURER F: Indian Harbor Insurance Company	NAIC # 22322 38318 10701 20443 31127 36940

COVERAGES **CERTIFICATE NUMBER:** 1443562728 **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 <input checked="" type="checkbox"/> Contractual Incl <input checked="" type="checkbox"/> Broad Form PD GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		CGS740979405	1/1/2024	1/1/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CAH740979505	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$10,000
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			1000588143241	1/1/2024	1/1/2025	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	830-56020	1/1/2024	1/1/2025	<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 E F	Installation Floater Contractors Errors & Omissions Contractors Poll incl Mold			4016260407 CEO6018114505 CEO744615205	1/1/2024 1/1/2024 1/1/2024	1/1/2025 1/1/2025 1/1/2025	Per Jobsite/Aggregate \$5.5M/\$15,000,000 Ea Claim/Aggregate \$500,000/\$500,000 Ea Claim/Aggregate \$200,000/\$200,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City of Miramar is included as additional insured for General Liability as required by written contract.

CERTIFICATE HOLDER City of Miramar 2200 Civic Center Place Miramar FL 33025	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 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS FOR OTHER PARTIES WHEN REQUIRED IN WRITTEN CONSTRUCTION AGREEMENT (COMPLETED OPERATIONS)

This endorsement modifies insurance provided under the following:

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

A. Section II – Who Is An Insured is amended to include as an additional insured:

1. Any person or organization for whom you have performed operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for the additional insured described in Paragraph 1. or 2. above and included in the "products-completed operations hazard".

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph **A.1.**; or

2. Available under the applicable limits of insurance;
whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS FOR OTHER PARTIES WHEN REQUIRED IN WRITTEN CONSTRUCTION AGREEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured described in Paragraph 1. or 2. above.

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph 1. above are completed.

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:
 - a. 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

b. 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.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph **A.1.**; or

2. Available under the applicable limits of insurance;
whichever is less.

This endorsement shall not increase the applicable limits of insurance.



Mr. Marcelin P. Denis
City of Miramar
13900 Pembroke Road
Miramar, FL 33027
(954) 883-5022

September 30th, 2024

Mr. Denis,

On behalf of Advanced Roofing, Inc. I would like to formally acknowledge that we will be honoring the terms and pricing associated with our competitively bid and awarded Pinellas County Term Contract Number 190-0336-B(AR) with an expiration date of November 17th, 2025. We would like to formally offer this contract to the City of Miramar as a piggybacking vehicle for your upcoming Waste Water Treatment Plant Reroofing project on Building B.

Thank you for this opportunity to serve the City of Miramar.

Best Regards,

A handwritten signature in blue ink, appearing to read 'Rob Kornahrens', is written over a light blue horizontal line.

Rob Kornahrens
President
Advanced Roofing, Inc.

www.advancedroofing.com

800 638.6869 TEL 954.522.6868 FAX 954.566.2967
1950 NW 22nd Street | Fort Lauderdale | Florida 33311 | LIC #CCC024413

Denis, Marcelin P.

From: Celeste, Merry E <mceleste@pinellas.gov>
Sent: Tuesday, October 1, 2024 9:46 AM
To: Denis, Marcelin P.
Cc: Phanor, Sally; Brutus, Paige; Janssen, Sarah (Katie)
Subject: [EXTERNAL] Re: Bid No. 190-0336-B (AR) Piggyback

[EXTERNAL EMAIL] Please be cautious
Ensure you trust this sender before clicking on any links or attachments

Apologize for the delay. We've been in emergency ops working the hurricane.

You have approval to piggyback.

Thanks,

Merry Celeste, CPPB, NIGP-CPP, CPM
Purchasing Director
Department of Administrative Services
400 S. Ft. Harrison Ave., 6th Floor
Clearwater, FL 33756
Phone: (727) 464-3559
Fax: (727) 464-4060
mceleste@pinellas.gov

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www.pinellas.gov

[Subscribe to county updates and news](#)

All government correspondence is subject to the public records law

From: Denis, Marcelin P. <mpdenis@miramarfl.gov>
Sent: Tuesday, October 1, 2024 8:55 AM
To: Celeste, Merry E <mceleste@pinellas.gov>
Cc: Phanor, Sally <sphanor@miramarfl.gov>; Brutus, Paige <pbrutus@pinellas.gov>; Janssen, Sarah (Katie) <sjanssen@pinellas.gov>
Subject: RE: Bid No. 190-0336-B (AR) Piggyback

Good Morning Merry,

Following up on the email below and the phone call.

Thank you,



Marcelin Denis

Senior Utility Administrator | Utilities Department
City of Miramar | 13900 Pembroke Rd Miramar FL 33027
O: 954.883.5022 | F: 305.602.3939 | mpdenis@miramarfl.gov
Hours: M – Th., 7am – 6pm, F – Closed | www.miramarfl.gov
It's Right Here In Miramar



From: Denis, Marcelin P.
Sent: Monday, September 30, 2024 11:56 AM
To: mceleste@pinellas.gov
Cc: pbrutus@pinellas.gov; sjanssen@pinellas.gov
Subject: Bid No. 190-0336-B (AR) Piggyback
Importance: High

Good Morning Director Celeste,

I hope this email finds you well.

My name is Marcelin Denis, I work for the City of Miramar, and we are requesting your authorization to piggyback the subject contract with Advanced Roofing Inc. for the upcoming roof replacement project at our Wastewater Reclamation Facility. A two sentences letter authorizing the use of the contract will suffice.

Thank you,



Marcelin Denis

Senior Utility Administrator | Utilities Department
City of Miramar | 13900 Pembroke Rd Miramar FL 33027
O: 954.883.5022 | F: 305.602.3939 | mpdenis@miramarfl.gov
Hours: M – Th., 7am – 6pm, F – Closed | www.miramarfl.gov
It's Right Here In Miramar



Please note: Florida has a very broad public records law. Most written communications to or from City officials regarding city business are public records, and are available to the public and media upon request. Your e-mail communications, including your email address, may therefore be subject to public disclosure. This message, together with any attachments, is intended only for the addressee. It may contain information which is legally privileged, confidential and exempt from public disclosure. If you have received this e-mail in error, please notify the City of Miramar immediately by return e-mail.