

## MEMORANDUM

**TO:** MAYOR AND CITY COMMISSION

**FROM:** CITY ATTORNEY'S OFFICE

**DATE:** February 3, 2025

**RE: Agreement with Advanced Roofing, Inc. for Roof Replacement at the Lakeland Electric Building**

Attached for your consideration is a proposed agreement with Advanced Roofing, Inc., for a roof replacement project at the Lakeland Electric Administration Building. The Lakeland Electric roof is in need of replacement due to constant leaking in the building caused by the age of the roof. On March 28, 2024, the City of Lakeland issued an invitation to bid (2024-ITB-225) for this roof replacement project.

The project includes all labor, materials, equipment, supervision, and administration required to complete the work in accordance with the project construction documents. The scope encompasses the removal and disposal of the existing roof system, including flashings and sheet metal, down to the lightweight insulating concrete deck. A mechanically attached base sheet will be installed, followed by a two-ply modified bitumen roof membrane, along with flashings and accessories, to create a durable, watertight roof system with a 20-year warranty. The project covers all four roof sections, totaling 11,590 square feet. Additionally, a new firefighter smoke control panel will be installed to enhance safety measures.

On October 31, 2024, the City's Purchasing Division received the following four (4) bids:

1. Advanced Roofing, Inc.	Ft. Lauderdale, FL	\$ 710,796.00
2. RF Lusa Roofing & Sheetmetal Inc.	Lakeland, FL	\$ 972,480.00
3. Springer-Peterson Roofing & Sheetmetal Inc.	Eaton Park, FL	\$ 1,060,000.00
4. Atlas Apex Roofing, LLC.	Oakland Park, FL	\$ 1,162,000.00

Together with the City's engineering consultant, REI Engineers Inc., City staff evaluated the Bids and selected Advanced Roofing, Inc. as the lowest responsive responsible bidder qualified to perform the roofing services in accordance with the City's ITB and Specifications. A Notice of Intent to Award was issued by City Purchasing on December 27, 2024.

The term of the Agreement will be effective February 3, 2025, subject to City Commission approval, and continue through September 3, 2025. All work will be

performed in accordance with the City's ITB and corresponding Bid Specifications. Funding is provided in the 2025 CIP Lakeland Electric Budget.

It is recommended that the City Commission approve the Agreement with Advanced Roofing Inc. for the roof replacement project at the Lakeland Electric Administration Building and authorize the appropriate City officials to execute all corresponding documents on behalf of the City of Lakeland.

Attachments

**AGREEMENT**

THIS AGREEMENT, made and entered into on this   3   day of February 2025, by and between the City of Lakeland, Florida, a municipality organized and existing in accordance with the laws of the State of Florida, hereinafter referred to as the "City," located at 228 South Massachusetts Avenue, Lakeland, Florida 33801-5086, and **ADVANCED ROOFING, INC.**, a Florida corporation authorized to transact business in the State of Florida, located at 1950 NW 22nd Street, Fort Lauderdale, FL 33311, hereinafter referred to as the "Contractor."

**WITNESSETH:**

**WHEREAS**, City has previously determined that it has a need for the roof replacement at the Lakeland Electric Administration Building, located at 501 E. Lemon Street, Lakeland, Florida; and

**WHEREAS**, the City solicited competitive bids for such services pursuant to City of Lakeland Invitation to Bid No. 2024-ITB-225 (hereinafter ITB); and

**WHEREAS**, the City awarded the Bid to Contractor, and

**WHEREAS**, Contractor has represented that it is able to satisfactorily provide the services according to the terms and conditions of the ITB and this Agreement; and

**NOW THEREFORE**, in consideration of the above and mutual covenants contained herein, the parties agree as follows:

1. Services to be Performed. The Contractor hereby agrees to provide all labor, materials, equipment, supervision, and administration necessary for the roof replacement at the Lakeland Electric Administration Building as outlined in the ITB, attached hereto and incorporated herein by reference as **Exhibit "A"**, and all subsequent official documents that form the Contract Documents for this Agreement.
2. Time of Service. Services shall be performed in a timely manner, as specified in the ITB.
3. Term of Agreement. This Agreement shall be in effect for an initial term commencing February 3, 2025 (the "Effective Date") and continuing through September 3, 2025, unless otherwise terminated or cancelled as provided herein.

4. Amendment of the Contract. This Agreement may be amended only by mutual written agreement of the parties.
5. Assignment/Subcontracting. The Contractor shall perform this Agreement. No assignment or subcontracting shall be allowed without the prior written consent of the City. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) business days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this Agreement, which shall not be unreasonably withheld by City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state or federal laws. Action by the City awarding a bid to a contractor which has disclosed its intent to assign or subcontract in its response to the ITB, without exception shall constitute approval for purposes of this Agreement.
6. Cancellation.
  - a. City reserves the right to cancel this Agreement, without cause, by providing thirty (30) days prior written notice to the Contractor of its intention to cancel, or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.
  - b. Failure of the Contractor to comply with any of the provisions of this Agreement shall be considered a material breach of contract and shall be cause for immediate termination of the Agreement at the discretion of the City.
  - c. In addition to all other legal remedies available to City, City reserves the right to cancel and obtain from another source any items which have not been provided within the period of time stated in the Bid, or if no such time is stated, within a reasonable period of time from the date of order or request, as determined by City.
  - d. In addition, in the event that sufficient budgeted funds are not available for a new fiscal period, the City shall notify the Contractor of such occurrence and the City shall terminate this Agreement on the last day of the then current fiscal period without penalty or expense to the City.

7. Prohibition of Contingent Fees. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award of making of this Agreement. In the event of breach of this provision, the City shall have the right to terminate this Agreement without further liability and, in its sole discretion, deduct from the contract price, or otherwise recover, the full amount of any such fee, commission, percentage, gift or consideration paid as a result of said breach.
8. Compensation. City shall pay Contractor upon Contractor's completion of, and City's acceptance of, the services required herein, as specified in the ITB, the amount of Seven Hundred Ten Thousand Seven Hundred Ninety Six Dollars and 00/100 (\$710,796.00). Prices shall remain firm for the duration of the contract. All payments shall be made in accordance with Fla. Stat. § 218.70, et. seq., the Local Government Prompt Payment Act.
9. Ownership of Documents. All data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda and other documents, instruments, information and material prepared or accumulated by the Contractor or its subcontractors in rendering services pursuant to this Agreement shall be the sole property of the City which may have access to the reproducible copies at no additional cost other than printing. In no event shall Contractor be liable or responsible to anyone for the City's use of any such information or material in another project or following termination of this Agreement.
10. Permits/ Licenses. Contractor must secure and maintain any and all permits and licenses required to complete services pursuant to this Agreement.
11. Access to Records/Audit. The Contractor shall retain all records relating to this contract for a period of at least three (3) years after final payment is made. Contractor shall maintain accounting records in accordance with generally accepted accounting principles and practices to substantiate all invoice

amounts to the City. City reserves the right to audit such records upon notice to the Contractor.

12. Public Records. Contractor shall comply with Florida Statute Chapter 119, the Florida Public Records Act as it relates to records kept and maintained by Contractor in performance of services pursuant to this Agreement.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: KEVIN COOK - DIRECTOR OF COMMUNICATIONS AT: PHONE: 863-834-6264, E-MAIL: KEVIN.COOK@LAKELANDGOV.NET, ADDRESS: ATTN: COMMUNICATIONS DEPARTMENT, 228 S. MASSACHUSETTS AVE., LAKELAND, FLORIDA 33801.**

In accordance with Florida Statute §119.0701, the Contractor shall keep and maintain public records required by the City in performance of services pursuant to the contract. Upon request from the City's custodian of public records, Contractor shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided pursuant to Florida Statute Chapter 119 or as otherwise provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City. Contractor shall, upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform services pursuant to the contract. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

13. Minimum Insurance Requirements. The Contractor must maintain insurance, at its own expense, in at

least the amounts set forth in **Exhibit “B”** attached hereto and incorporated herein by reference throughout the term of this Agreement. The Contractor must provide a Certificate of Insurance in accordance with said Insurance Requirements evidencing such coverage prior to issuance of a purchase order or commencement of any work under this Agreement.

14. Indemnification. Contractor shall indemnify, pay the cost of defense, including reasonable attorneys' fees, and hold harmless the City from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by Contractor in accordance with the indemnification provision set forth in **Exhibit “C”**, attached hereto and incorporated herein by reference.
15. Jurisdiction/Venue/Governing Law. The Parties consent to jurisdiction and venue of the Courts of Polk County, Florida or the United States District Court in and for the Middle District of Florida, Tampa Division in connection with any action or proceeding arising out of or relating to this Agreement, document or instrument delivered pursuant to, in connection with, or simultaneously with this Agreement, or breach of this Agreement or any such document or instrument. The laws of the State of Florida shall govern this Agreement.
16. Independent Contractor Status. The Contractor is and shall remain an independent contractor and is neither an agent, employee, partner, nor joint venturer of the City.
17. Compliance with Laws. Contractor shall comply with all applicable local, state and federal ordinances, codes, laws, statutes, regulations and standards in force during the term of this Agreement.
18. Severability. The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the agreement to be impossible of performance.
19. Documents Comprising Contract. The Contract shall include this Agreement for the Lakeland Electric Administration Building Roof Replacement Project and the following Contract Documents, which are

attached as Exhibits or otherwise incorporated herein by reference:

- a. City of Lakeland Invitation to Bid No. 2024-ITB-225, including all addenda and attachments including **Exhibit “A”**, Scope of Services; and.
- b. Contractor's Certificate of Insurance as required in **Exhibit “B”**; and
- c. Contractor’s Indemnification and Hold Harmless as required in **Exhibit “C”**; and
- d. Contractor’s Bond, as required in the ITB; and
- e. Contractor’s bid submission, dated October 31, 2024, including the schedule of values and any clarifications.
- f. The Notice of Intent to Award, dated December 27, 2024.
- g. All construction documents, specifications, and project requirements referenced in the ITB.

If there is a conflict between the terms of this Agreement and the above referenced documents, then the conflict shall be resolved as follows: the terms of this Agreement shall prevail over the other documents, and the terms of the remaining documents shall be given preference in their above listed order.

20. Notices. All notices required under this Agreement shall be sent by certified mail, return receipt requested, or by email with confirmation of receipt, to the following addresses:

**As to City:**

**City of Lakeland**  
Department of Public Works  
228 S. Massachusetts Ave.  
Lakeland Florida 33801  
Attn: Richard Baker, Facilities Maintenance  
Manager  
Email: [Richard.baker@lakelandgov.net](mailto:Richard.baker@lakelandgov.net)

**As to Contractor:**

**Advanced Roofing, Inc.**  
1950 NW 22nd Street  
Fort Lauderdale, FL 33311  
ATTN: Debbie Giuliani, Estimator  
Email: [debbie.giuliani@advancedroofing.com](mailto:debbie.giuliani@advancedroofing.com)

[THIS SECTION INTENTIONALLY BLANK; SIGNATURES ON NEXT PAGE]

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates indicated below.

CITY OF LAKELAND, FLORIDA

ADVANCED ROOFING, INC.

\_\_\_\_\_  
H. William Mutz, Mayor

\_\_\_\_\_  
President (Signature)

\_\_\_\_\_  
President (Printed Name)

[Corporate Seal]

ATTEST:

ATTEST:

By: \_\_\_\_\_  
Kelly S. Koos, City Clerk

By: \_\_\_\_\_  
(Attesting Witness' name/title)

APPROVED AS TO FORM AND CORRECTNESS:

By: \_\_\_\_\_  
Palmer C. Davis, City Attorney



POST PENDING

## Lakeland Electric - Roof replacement

📶 Invitation For Bid

🏛️ Public Works Facilities Maintenance

**Project ID:** 2024-ITB-225

**Release Date:** Thursday, March 28, 2024

**Due Date:** Monday, April 29, 2024 2:00pm

🕒 Post Scheduled 📅 Thursday, March 28, 2024 9:00am

📧 Bid Sealed

📧 Pricing Sealed

*All dates & times in Eastern Time*

Edit   Preview

### 1. NOTICE TO BIDDERS

#### **INVITATION TO BID**

*Lakeland Electric - Roof replacement*

#### **FOR THE CITY OF LAKELAND**

*Thursday, March 28, 2024*

**ITB No.2024-ITB-225**

*Sealed bids will be received electronically by the Purchasing Manager via OpenGov, the City's e-Procurement Portal ("Portal"), until 2:00 pm – Monday, April 29, 2024. Bids received after this specified time and date will not be considered. The sealed bids will be publicly opened and read aloud on the same date and time in the office of the Purchasing Manager for the following:*

**Bid Documents may be accessed by visiting our Website**

**at <https://procurement.opengov.com/portal/lakelandgov> or by contacting the City of Lakeland**

**Purchasing Division @ (863) 834-6780. Bid Documents are Required for Bid Submittal. Bidders ...**

***required to submit their responses through the Portal. Bidders shall sign up on the Portal if an account does not exist.***

***THE CITY OF LAKELAND IS SOLICITING SEALED BIDS FROM QUALIFIED VENDORS TO PROVIDE:Lakeland Electric - Roof replacement.***

***THE BIDS SUBMITTED SHALL BE IN COMPLETE ACCORDANCE WITH, WITHOUT LIMITATION, THIS INVITATION TO BID, THE ATTACHED CITY OF LAKELAND SPECIFICATIONS, AND ALL CODES AND REQUIREMENTS REFERENCED THEREIN.***

*All Questions regarding this invitation to bid shall be in writing and submitted electronically via the Portal through the Question and Answer tab before 5:00 pm on Monday, April 22, 2024. Responses will be released on the Question and Answer Tab.*

## **1.1. CLARIFICATION AND/OR EXCEPTIONS OF DOCUMENTATION**

Bidders requiring clarification or having a dispute with these documents must advise the City Purchasing Division of the nature of the required clarification or basis of the dispute, in writing, no later than 5:00 pm on Monday, April 22, 2024 via the Portal's Question and Answer tab. If no written contact has been made by this specified date, the Bidder waives the right to any future consideration and accepts the documents as published and/or revised by the City. **Additionally, submitting a signed bid shall be construed as a total compliance statement.**

## **1.2. BIDDING DOCUMENTS and DRAWINGS**

Bidding Documents are in electronic PDF format and may be accessed by logging onto the City Purchasing e-Procurement Portal in the #ATTACHMENTS sections.

## **1.3. FLORIDA PUBLIC RECORDS LAW**

Respondent's submittal information shall be subject to Chapter 119, Florida Statutes, generally known as the "Florida Public Records Law." This statute provides that all documents, papers, records and similar material produced or received by an agency or political subdivision of the State are subject to public inspection and review under reasonable conditions and at reasonable times. Accordingly, unless specifically exempted by law, all bids and materials received with bids, marketing information, quotations, proposals, specifications, correspondence, forms, contracts, bonds, financial statements, prospectus,

corporate resumes, product summaries, lab reports, inspection and test reports and any other such material will be considered a matter of public record. The City and its staff cannot regard any document, information or data as proprietary or confidential unless so advised by the City Attorney.

Additionally, should a Contractor enter into an Agreement with the City, the Contractor shall comply with Florida Statute Chapter 119, the Florida Public Records Act as it relates to records kept and maintained by Contractor in performance of services pursuant to this Agreement. In accordance with Florida Statute §119.0701, the Contractor shall keep and maintain public records required by the City in performance of services pursuant to the contract. Upon request from the City's custodian of public records, Contractor shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided pursuant to Florida Statute Chapter 119 or as otherwise provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City. Contractor shall, upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform services pursuant to the contract. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: KEVIN COOK - DIRECTOR OF COMMUNICATIONS AT: PHONE: 863-834-6264, E-MAIL: [KEVIN.COOK@LAKELANDGOV.NET](mailto:KEVIN.COOK@LAKELANDGOV.NET), ADDRESS: ATTN: COMMUNICATIONS DEPARTMENT, 228 S. MASSACHUSETTS AVE., LAKELAND, FLORIDA 33801.**

#### 1.4. BONDING

A certified check or bid bond shall accompany each bid. The certified check or bid bond shall be for an amount not less than five percent (5%) of the bid price and shall be made payable to the Owner as a guarantee that the Bidder will not withdraw for a period of sixty (60) days after bid closing time.

In the event the contract is awarded to the Bidder, he/she will, within ten (10) days thereafter, enter into a written contract with the City of Lakeland, or accept a City of Lakeland purchase order. The successful Bidder shall also furnish within ten (10) days; a PUBLIC CONSTRUCTION BOND IN COMPLETE ACCORDANCE WITH SECTION 255.05 OF THE FLORIDA STATUTES in an amount equal to the contract price as a guarantee of good faith that the Bidder will execute the work in accordance with the terms of the contract and that the Bidder shall make payments for all labor, material and supplies used directly or indirectly for the work. Failure to do so will constitute forfeiture of the bid security as liquidated damages.

The Public Construction Bond shall be secured from and countersigned by an agency of a surety company recognized in good standing, licensed and authorized to do business in the State of Florida and found to be acceptable to the City of Lakeland.

## 1.5. EXPARTE COMMUNICATION

Please note that to insure the proper and fair evaluation of a bid, the City of Lakeland prohibits exparte communication (i.e., unsolicited) initiated by the Bidder to the City Official or Employee evaluating or considering the bids prior to the time a bid decision has been made. Communication between Bidder and the City will be initiated by the appropriate City Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the bids. Exparte communication may be grounds for disqualifying the offending Bidder from consideration or award of the bid then in evaluation or any future bid.

## 1.6. INSURANCE AND SAFETY REQUIREMENTS

All insurance shall be secured from or countersigned by an agent or surety company recognized in good standing and authorized to do business in the State of Florida.

**The Contractor shall**, within ten (10) days of notification of award and **prior to commencement of work, take out and maintain in full force and effect minimum insurance coverage as specified in the attached requirements**. This insurance shall remain in force and effect throughout the duration of the contract.

A certificate of existing insurance coverage should be submitted with the bid as proof of insurability. If the current coverage does not meet the bid requirements, then the Bidder should request an affidavit of insurability from the Bidder's insurance agent that certifies that the requirements can and will be met.

Failure to provide adequate insurance coverage may be cause for disqualification as non-responsive to the bid requirements. The Contractor agrees to accept and abide by the City of Lakeland safety regulations in complete accordance with the attached requirements.

## 1.7. INDEMNIFICATION AGREEMENT

The Contractor agrees to indemnify and hold harmless the City of Lakeland in complete accordance with the attached requirements. This agreement shall be signed, notarized and returned with the bid submittal. Failure to provide the Hold Harmless Indemnification Agreement may be cause for disqualification as non-responsive to the bid requirements.

## 1.8. PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for **CATEGORY TWO** for a period of 36 months from the date of being placed on the convicted vendor list.

## 1.9. DRUG-FREE WORKPLACE CERTIFICATION

By submitting a bid in response to this Invitation to Bid, you are certifying that your company is a drug-free workplace in accordance with Florida Statute 287.087.

## 1.10. SUSPENSION AND DEBARMENT CERTIFICATION

By submitting a bid in response to this Invitation to Bid, you are certifying that your company, pursuant to 49 CFR Part 29: (1) is not presently suspended or debarred as, and/or listed on the U.S. General Services Administration's System for Award Management (SAM) as such; and (2) will at all times remain

eligible to bid for and perform the services subject to the requirements set forth herein and other applicable laws. Bidder agrees that any contract awarded to Bidder will be subject to termination by the City if Contractor or its subcontractors fail to comply or maintain such compliance.

### **1.11. CONFLICT OF INTEREST / STATEMENT OF NON-COLLUSION**

The award hereunder is subject to Chapter 112, Florida Statutes. All respondents must disclose with their bid the name of any officer, director, or agent who is also an employee of the City of Lakeland. Further, all respondents must disclose the name of any City of Lakeland employee who owns, directly or indirectly, an interest of five percent (5%) or more of the respondent's firm or any of its branches.

The respondent shall certify that he/she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the bid and that the respondent is not financially interested in, or otherwise affiliated in a business way with any other respondent on the same land or improvements.

### **1.12. E-VERIFY CERTIFICATION**

Vendor/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

All persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Florida; and

All persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the Contract with the City.

### **1.13. VENDOR/CONTRACTOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES**

Section 287.135, Florida Statutes, as may be amended, prohibits agencies or local government entities from contracting with companies for goods or services of \$1,000,000.00 or more, that are on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel and that it does not have business operations with Cuba or Syria.

As the person authorized to submit responses/bids on behalf of respondent/bidder, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel or has business operations in Cuba or Syria. I understand that pursuant to section 287.135, Florida Statutes, as may be amended, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

#### **1.14. PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING -- F.S. 287.05701**

Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

#### **1.15. ADDENDA**

It is the Bidder's responsibility to contact the Purchasing Division prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda and return executed addenda with the bid.

The failure of a Bidder to submit acknowledgment of any addenda that affects the bid price(s) may be considered an irregularity and may be cause for rejection of the bid.

#### **1.16. LOCAL VENDOR PREFERENCE**

A copy of City's Local Preference Policy, Ordinance No. 5912 dated January 3, 2022 is attached.

A Local Business shall be defined as a vendor, supplier or contractor that: (i) conducts business within the jurisdictional limits of Lakeland Electric's service territory by providing goods, services or construction; (ii) maintains a physical business location within the jurisdictional limits of Lakeland Electric's service territory in an area legally zoned for conducting such business; (iii) conducts business on a daily basis from the local business location; (iv) has conducted business from such location for at

least twelve (12) consecutive months prior to the due date for the applicable bid or proposal; and (v) provides a copy of its local business tax receipt, if located within the City of Lakeland, or a copy of its Polk County local business tax receipt, if located outside of the City limits but within Lakeland Electric's service territory.

### **1.17. BID PROTEST PROCEDURE**

The City's procedure on bid disputes is located in the City's Purchasing Manual and can be found at <https://www.lakelandgov.net/departments/purchasing/bid-dispute-policy>.

### **1.18. TERMS AND CONDITIONS OF AGREEMENT**

A copy of the agreement to be entered into with the successful bidder is included with this bid attached herein, should the City require such.

### **1.19. OPENGOV PROCUREMENT**

The City of Lakeland uses OpenGov, the e-Procurement Portal ("Portal"), to administer the competitive solicitation process, including but not limited to soliciting quotes, sealed bids, proposals, and qualifications, issuing addenda, posting results and issuing notification of an intended decision. Bidders are strongly encouraged to familiarize themselves well in advance of their intention of submitting a proposal to ensure familiarity with the use of the Portal. The City shall not be responsible for a Bidder's inability to submit a proposal by the end date and time for any reason, including issues arising from the use of the Portal.

### **1.20. BID SUBMITTAL**

Respondent shall complete all electronic sections of their response and submit a response before the due date and time identified in the Timeline of this solicitation. Electronic sections may comprise of but are not limited to Contact Information, Addenda Confirmation, Questionnaire, Pricing and Company Profile.

**The City of Lakeland at its sole discretion reserves the right to waive technicalities or irregularities, to reject any or all bids, and/or to accept that bid which is in the best interest of the City.** The award of this bid, if made, may be based on considerations other than total cost and may be awarded based on various considerations, including without limitation; Bidder's experience and/or qualifications, past experience, administrative cost, standardization, technical evaluation and oral and/or written presentations as required. The City reserves the right to accept all or part, or to decline the whole, and to award this bid to one (1) or more Bidders. There is no obligation to buy. The bid, if awarded, will be in the judgement of the City the most responsive to the City's needs. The City of Lakeland encourages the use of minority and women-owned businesses as subcontractors or in joint venture arrangements.

City of Lakeland, Florida

Mark D. Raiford, CPPB

Purchasing Manager

[+ Add Item](#)

## Post Information

**Posted At:**

N/A

**Sealed Bid Process:**

Yes (Bids Sealed / Pricing Sealed)

**Private Bid:**

No

## 2. INTRODUCTION

*Add optional description to section*

### 2.1. Summary

*Add optional description to subsection*

REQUESTING THE SERVICES OF A QUALIFIED AND EXPERIENCED ROOFING CONTRACTOR TO PROVIDE ALL LABOR, MATERIAL, EQUIPMENT, SUPERVISION AND ADMINISTRATION TO INTEGRATE THE WORK OUTLINED IN THE ATTACHED SCOPE OF WORK FOR THE ROOF

REPLACEMENT PROJECT AT LAKELAND ELECTRIC, 501 E. LEMON ST, LAKELAND, FL 33801.

## 2.2. Contact Information

*Add optional description to subsection*

**Linda Alspaugh**

Purchasing Agent

1140 East Parker Street

Lakeland, FL 33801

Email: [linda.alspaugh@lakelandgov.net](mailto:linda.alspaugh@lakelandgov.net)

Phone: [\(863\) 834-8787](tel:(863)834-8787)

**Department:**

Public Works Facilities Maintenance

## 2.3. Timeline

*The City Commission may not approve this purchase, or may ask that the plan be modified in some respect. The City may opt to modify and/or terminate the project described within the ITB.*

*The suggested deployment schedule contained within this ITB is subject to change based on the City's needs and/or final scoping of the project through the contract negotiation phase.*

*Estimated Schedule*

ITB release:

March 28, 2024

Pre-Bid Meeting (Mandatory):

April 9, 2024, 10:00am

Lakeland Electric, 501 E Lemon Street, Lakeland, FL

ITB questions deadline:

April 22, 2024, 5:00pm

ITB proposal due date:

April 29, 2024, 2:00pm

## 3. SCOPE OF WORK

*Add optional description to section*

### 3.1. Roof Replacement

Scope of Work for Roof replacement is included in the attached Project Manual and attached associated documents.

The scope of work in the Base Bid includes:

**Roof Areas A1, A2, B1, and C1:**

**a.** Remove and dispose of the roof system including flashings and sheet metal down to the lightweight concrete deck.

**b.** Provide base sheet mechanically attached to roof deck.

**c.** Provide a two-ply modified bitumen roof membrane along with flashings and accessories as specified in Section 07 52 16.14 "Mechanically Fastened Modified Bitumen Roofing."

**d.** Replace sheet metal flashings and trim as specified in Section 07 62 00 "Sheet Metal Flashing and Trim".

**e.** Provide a complete, watertight, [20-] [25-] [30-] year warrantable roof assembly.

**2. Metal Roof Section:**

**a.** Provide a complete, weathertight, 20-year warrantable roof assembly with 30-year finish warranty.

**3.** Lightning protection/grounding system is in place. Maintain and protect existing components, replace damaged components or provide additional components or materials to meet UL requirements at the time of initial installation. Provide a "Letter of Findings" from UL upon completion of project.

**4. Roof Area A1:**

**a.** Install roof opening and supports for new ventilation systems as specified in REA's Ventilation Project Manual.



## 4. INSURANCE AND SAFETY REQUIREMENTS

*Add optional description to section*

### 4.1. STATEMENT OF PURPOSE

The City of Lakeland (the "City") from time to time enters into agreements, leases and other contracts with Other Parties (as hereinafter defined).

Such Agreements shall contain at a minimum risk management/insurance term to protect the City's interests and to minimize its potential liabilities. Accordingly, the following minimum requirements shall apply:

#### **4.2. CITY DEFINED**

The term City (wherever it may appear) is defined to mean the City of Lakeland itself, its Commission, employees, volunteers, representatives and agents.

#### **4.3. OTHER PARTY DEFINED**

The term Other Party (wherever it may appear) is defined to mean the other person or entity which is the counter-party to the Agreement with the City and any of such Other Party's subsidiaries, affiliates, officers, employees, volunteers, representatives, agents, contractors and subcontractors.

#### **4.4. LOSS CONTROL/SAFETY**

Precaution shall be exercised at all times by the Other Party for the protection of all persons, including employees, and property. The Other Party shall comply with all laws, rules, regulations or ordinances related to safety and health, and shall make special effort to anticipate and detect hazardous conditions and shall take such precautionary and prompt action where loss control/safety measures should reasonably be expected.

The City may order work to be stopped at any time, without liability, if conditions exist that present immediate danger to persons or property. The Other Party acknowledges that such stoppage, or failure to stop, will not shift responsibility for any damages from the Other Party to the City.

#### **4.5. INSURANCE - BASIC COVERAGES REQUIRED**

The Other Party shall procure and maintain the following described insurance, except for coverage specifically waived by the City of Lakeland, on policies and with insurers acceptable to the City, and insurers with AM Best ratings of no less than A.

These insurance requirements shall in no way limit the liability of the Other Party. The City does not represent these minimum insurance requirements to be sufficient or adequate to protect the Other Party's interests or liabilities, but are merely minimums.

"Except for workers' compensation and professional liability, the Other Party's insurance policies shall be endorsed to name the **City of Lakeland as additional insured**. It is agreed that the Other Party's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by The City of Lakeland for liability arising out of the operations of this agreement."

Except for worker's compensation, the Other Party waives its right of recovery against the City, to the extent permitted by its insurance policies.

The Other Party's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City. They shall be reduced or eliminated at the option of the City. The Other Party is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Other Party or any other insurance of the Other Party shall be considered primary, and insurance of the City shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of the City of Lakeland, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract, or lease.

#### 4.6. Commercial General Liability

This insurance shall be an "occurrence" type policy written in comprehensive form and shall protect the Other Party and the additional insured against all claims arising from bodily injury, sickness, disease, or death of any person other than the Other Party's employees or damage to property of the City or others arising out of any act or omission of the Other Party or its agents, employees, or Subcontractors and to be inclusive of property damage resulting from explosion, collapse or underground (xcu) exposures. This policy shall also include protection against claims insured by usual personal injury liability coverage, and to insure the contractual liability assumed by the Other Party under the article entitled **INDEMNIFICATION**, and **"Products and Completed Operations" coverage**.

The Other Party is required to continue to purchase products and completed operations coverage for a minimum of three years beyond the City's acceptance of renovation or construction properties.

##### **Bodily Injury and Property Damage -**

**Single limit each occurrence shall not be less than:\$2,000,000.00**

#### 4.7. Business Automobile Liability

Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

##### **Bodily Injury and Property Damage -**

**Single limit each occurrence shall not be less than:\$1,000,000.00**

#### 4.8. Workers' Compensation

Workers' Compensation coverage to apply for all employees for statutory limits and shall include employer's liability with a limit of \$100,000 each accident, \$500,000 disease policy limits, \$100,000 disease limit each employee. ("All States" endorsement is required where applicable). If exempt from Worker's Compensation coverage, as defined in Florida Statue 440, the Other Party will provide a copy of State Workers' Compensation exemption.

All subcontractors shall be required to maintain Worker's Compensation.

The Other Party shall also purchase any other coverage required by law for the benefit of employees.

#### 4.9. Excess Liability

This insurance shall protect the Other Party and the additional insured against all claims in excess of the limits provided under the employer's liability, commercial automobile liability, and commercial general liability policies. The policy shall be an "occurrence" type policy, and shall follow the form of the General and Automobile Liability.

**The liability limits shall not be less than:\$5,000,000.00**

#### 4.10. Builder's Risk Coverage

Builder's Risk insurance is to be purchased to cover subject property for all risks of loss (including theft and sinkhole), subject to a waiver of coinsurance and covering off-site storage, transit and installation risks as indicated in the Installation Floater (below) and Transportation insurance described hereafter, if

such coverages are not separately provided.

The Builders Risk insurance is to be endorsed to cover the interests of all parties, including the City and all contractors and subcontractors. The insurance is to be endorsed to cover testing and to grant permission to occupy.

**The liability limits shall not be less than: Replacement Cost.**

**OR**

#### **Installation Floater Coverage**

Installation Floater Coverage is to be purchased when Builder's Risk insurance is inappropriate, or when Builder's Risk insurance will not respond, to cover damage or destruction to renovations, repairs or equipment being installed or otherwise being handled or stored by the Other Party, including off-site storage, transit and installation. The amount of coverage should be adequate to provide full replacement value of the property, repairs, additions or equipment being installed, otherwise being handled or stored on or off premises. All risks coverage is preferred.

**The liability limits shall not be less than: Replacement Cost**

#### 4.11. Crane or Riggers Liability

This insurance covers legal liability protection for the individual or business entity when acting as a rigger for the property of others in their care, custody and control.

**The liability limits shall not be less than:\$1,000,000**

#### 4.12. EVIDENCE/CERTIFICATES OF INSURANCE

Required insurance shall be documented in Certificates of Insurance which provide that the City shall be notified at least 30 days in advance of cancellation, nonrenewable, or adverse change.

New Certificates of Insurance are to be provided to the City at least 15 days prior to coverage renewals.

If requested by the City, the Other Party shall furnish complete copies of the Other Party's insurance policies, forms and endorsements.

For Commercial General Liability coverage, the Other Party shall, at the option of the City, provide an indication of the amounts of claims payments or reserves chargeable to the aggregate amount of liability coverage.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Other Party's obligation to fulfill the insurance requirements herein.

+ Add Item

## 5. SPECIFICATION OF SAFETY AND OCCUPATIONAL HEALTH

*City of Lakeland project representatives who assume responsibility for contract management will be responsible for ensuring compliance with these safety requirements by all Contractors and Subcontractors.*

### 5.1. General

- A. All contractors are responsible for providing their employees with a safe and healthful working environment as required the Occupational Health and Safety (OSH) Act of 1970 and the Occupational Safety and Health Administration (OSHA) standards. Therefore, the contractor and their employees are responsible for following OSHA standards, applicable state regulations, and the City of Lakeland Safety Practices and Policies.
- B. The City of Lakeland's Safety Team and City management reserve the right to STOP work for any condition found to be Immediately Dangerous to Life and Health (IDLH). The contractor is solely and exclusively responsible for compliance with all safety requirements and the safety of all their employees and property on the project site. Note: Nothing in this requirement is to be construed to as removing or shifting responsibility from the contractor.
- C. The parties hereto expressly agree that the obligation to comply with applicable safety provisions is a material provision of this Contract and a duty of the Contractor. The City reserves the right to require demonstration of compliance with the safety provisions of this Contract. The parties agree that such failure is deemed to be a material breach of this Agreement. The Contractor agrees upon such breach, all work under the Contract shall terminate until compliance with the provision of this Agreement is demonstrated. In no event shall action or failure to act on the part of the City be construed as a duty to enforce the safety provisions of this Agreement, nor shall it be construed to

create liability for the City for any act or failure to act in respect to the safety provisions of this Agreement.

## 5.2. Personal Protective Equipment (PPE) (OSHA 29CFR§1910 Subpart I)

It is the contractor's sole responsibility to provide adequate PPE for their employees. Additionally, the contractor is responsible for training their employees in the proper selection, maintenance, use of PPE.

Minimal PPE requirements on City of Lakeland worksites:

- A. Foot protection must meet ANSI Z41.1-1999 standards and worn on all City properties.
- B. Head protection must meet ANSI Z89.1-1986 standards and worn in all areas except office buildings and office trailers.
- C. Eye and face protection must meet ANSI Z87.1-1989 standards and worn in all areas except office buildings and office trailers.
- D. Hand and Arm Protection must meet OSHA 29CFR§1910.138 requirements for proper selection, inspection, and care.
- E. Hearing Protection must meet ANSI S3.19-74, OSHA 29CFR§1910.95(j) and 29CFR§1910.95 Appendix: B requirements. Hearing protection must be worn in areas where the noise level is over 85 dB

## 5.3. Housekeeping

It is the contractor's sole responsibility to keep the project work site clean during and after working hours. Contractor shall supply waste receptacles for each site location. They shall be emptied not less frequently than once each working day, unless unused, and shall be maintained in a clean and sanitary condition. At the completion of the contract the contractor will ensure that all excess materials are removed from the work site and that the worksite is left clean and safe. If the contractor leaves a project work site unkept and in a hazardous condition; the City will have the area cleaned and forward the bill to the contractor.

## 5.4. Smoking

Smoking is permitted only in designated areas. Receptacle's must be used or waste removed in contractors' waste disposal container.

## 5.5. Safety Kick-offs and Safety Stand-Downs

A safety kick-off to disseminate safety expectations will be conducted before the project commences. Safety sand-downs will be conducted when major safety concerns, accidents, or near misses occur.

## 5.6. Training Documentation

OSHA requires documentation of all safety training provided to employees by their employers. Documentation of all required safety training required for work proposed for this contract must be submitted within thirty days of contract award or before commencement of contracted work. Please reference the Safety Requirements Report for details.

## 5.7. Written Safety Programs or Plans

Contactors awarded contracts with the City of Lakeland must, thirty days of contract award or before commencement of contracted work, provide the Risk Management Office written safety programs or plans. Please reference the requirements set forth in the Safety Requirements Report. The Risk Management Office will approve the submitted safety programs or plans as adequate to reduce risk of the work being performed.

## 5.8. Supplemental #1: Construction Safety

All contracted construction work will be performed per OSAH 29CFR§1926 standards, the contractor is responsible for ensuring that their employees are trained to and follow these OSHA standards. The City of Lakeland's Safety Team reserves the right to inspect all worksites and advise the contractor or their representatives on adjusting the work site, if needed.

### A. PPE

The following PPE will be worn the entire time employees are on the worksite, including breaks and lunch:

1. Hardhats
2. Safety boots
3. Safety glasses

## B. Scaffolding Safety

All Scaffolding will be erected per OSHA 1926 Subpart L, requirements and inspected daily. Scaffolds will not be used without the proper inspection tags, having the scaffolding inspected daily, and the inspection tags properly and legibly signed off daily. Scaffolds that are no longer needed will be removed as soon as safely possible.

## C. Barricade Tape

All barricade tape will have tags placed on all sides with the company, employee, contact information, date tape applied, and date tape will be removed. The City of Lakeland's Safety Team reserves the right to inspect, adjust, or remove tape that is abandoned or not placed per this requirement.

## 5.9. Supplemental #4: Fall Protection

Fall Protection must meet 29CFR§1910.140 and 29CFR§1910.66 Appendix C for general industry contracts and 29CFR§1926.501 for construction contracts. The contractor is responsible for training their employees on the proper selection, donning, maintenance, and inspection of personal fall protection and fall arrest systems. The contractor is responsible for providing, maintaining, and inspecting fall protection devices for their employees. The contractor is responsible for ensuring that all tie-off points can hold at least 5,000 pounds. The City of Lakeland's Safety Team reserves the right to inspect all fall protection devices, including tie-off points.

## 5.10. Supplemental #13: Equipment Safety

All operations involving equipment must be conducted according to the applicable OSHA standards. All equipment operators must be certified or licensed according to federal, state, and local requirements. All equipment must be inspected according to OSHA requirements and before use by the operator. The contractor is solely responsible for compliance with this safety requirement.

a. Powered industrial trucks- all operations that are performed using powered industrial trucks (forklifts, lulls, etc.) must be conducted in accordance with OSHA 29CFR§1910.178 for general industry and 29CFR§1926.600 and 29CFR§1926.602 for construction.

b. Aerial lifts- all operations that are performed using aerial lifts (boom lifts, cherry pickers, snorkel lifts, etc.) must be conducted in accordance with OSHA 29CFR§1910.67 for general industry and 29CFR§1926.453 for construction.

## 5.11. Supplemental #14: Crane Safety

All crane operations must be conducted according to OSHA 1910.180 standards. All crane operators must be certified or licensed per OSHA 1910.180 standards. No workers will be allowed to stand or pass under a suspended load; all load suspension areas will be properly barricaded. All swing points of the crane will be properly barricaded. Operators will not leave the cab of the crane while the load is suspended. All cranes, hooks, and rigging will be inspected daily. The City of Lakeland's Safety Team reserves the right to inspect all worksites and advise the contractor or their representatives on adjusting the work area, if needed.

+ Add Item

## 6. VENDOR QUESTIONNAIRE

*It is the intent of the City to team with an outside vendor to procure a robust solution that meets the needs of the City as defined in this document.*

*Response to this ITB becomes the exclusive property of the City of Lakeland. Awarded Respondent's deliverables and documentation throughout the course of this project become the exclusive property of the City of Lakeland. City Policies: As a general overall requirement, the Respondents of this ITB shall be required to comply with the City policies and procedures including, but not limited to: Standard Contractual Provisions, Insurance Requirements, Indemnification, Safety Requirements, Consultant Expense Reimbursement Policy, and the Florida Public Records Law.*

### 1. Attest\*

"I attest no City of Lakeland employee, their spouse, or child has an ownership stake in this organization."

Please confirm

\*Response required

### 2. Certificate of Insurance\*

A certificate of existing insurance coverage should be submitted with the proposal as proof of insurability. If the current coverage does not meet the RFP requirements, then the Respondent should request an affidavit of insurability from the Respondent's insurance agent that certifies the requirements can and will be met.

\*Response required

### **3. Hold Harmless Indemnification Agreement\***

\*Response required

### **4. Additional Required Bid Submittal Information upload here (Bid Bond, Misc, etc))\***

\*Response required

### **5. Drug-free Workplace Certification\***

Please confirm

\*Response required

### **6. Suspension and Debarment Certification\***

Please confirm

\*Response required

### **7. Public Entity Crimes Certification\***

Please confirm

\*Response required

### **8. Conflict of Interest/Statement of Non-Collusion\***

Please confirm

\*Response required

### **9. E-Verify Certification\***

Please confirm

\*Response required

### **10. Vendor/Contractor Certification Regarding Scrutinized Companies\***

Please confirm

\*Response required

**11. Bidder certifies that no exceptions to the terms and conditions of the solicitation are being taken.\***

Yes

No

\*Response required

**12. If exceptions are taken, specify in space below.**

Enter response

**13. Please List a Minimum of Three (3) Projects that Your Company Has Successfully Completed Within the Past Three (3) Years which are of Equal Size, Scope, Magnitude and Complexity as the Project to be Done for the City of Lakeland. This List shall be Specifically Prepared for this Bid Submittal and Should Include the Name of the Entity and the Name and Telephone Number of a Responsible Individual Qualified to Respond to Questions Concerning Your Company's Abilities, Costs, Schedules, etc.\***

Enter response

\*Response required

**14. Bid Sheet\***

**THIS BID SHALL BE VALID FOR SIXTY (60) DAYS FROM DATE OF OPENING.**

The following Bid is in strict accordance with the City of Lakeland Bid No. 2024-ITB-225, dated Thursday, March 28, 2024 and all attachments as referenced therein.

"I hereby certify that I understand and am aware that the City of Lakeland at its sole discretion reserves the right to waive technicalities or irregularities, to reject any or all proposals, and/or to accept that proposal which is in the best interest of the City. The award of this ITB, if made, may be based on considerations other than total cost and may be awarded based on various considerations, including without limitation; Respondent's experience and/or qualifications, past experience, administrative cost, standardization, technical evaluation and oral and/or written presentations as required. The City reserves the right to accept all or part, or to decline the whole, and to award this ITB to one (1) or more Respondents. There is no obligation to buy. The ITB, if awarded, will be in the judgement of the City the most responsive to the City's needs. The City of Lakeland encourages the use of minority and women owned businesses as subcontractors or in joint venture arrangements.

If claiming Local Vendor Preference, I certify that the company satisfies each of the following criteria at the time of their submission of a response to the solicitation necessary to qualify as a "Local Business": a vendor, supplier or contractor that: (i) conducts business within the jurisdictional limits of Lakeland Electric's service territory by providing goods, services or construction; (ii) maintains a physical business location within the jurisdictional limits of Lakeland Electric's service territory in an area legally zoned for conducting such business; (iii) conducts business on a daily basis from the local business location; (iv) has conducted business from such location for at least twelve (12) consecutive months prior to the due date for the

applicable bid or proposal; and (v) provides a copy of its local business tax receipt, if located within the City of Lakeland, or a copy of its Polk County local business tax receipt, if located outside of the City limits but within Lakeland Electric's service territory."

Please confirm

\*Response required

### 15. Local Vendor Preference

If claiming Local Vendor Preference, a valid Local Business Tax Receipt must be provided at the time the response is submitted in order to qualify for such consideration.

## 7. PRICING PROPOSAL

*Add optional description to section*

Line Item	Description	Quantity	Unit	
1	Total Lump Sum Price for the Lakeland Electric Roof Replacement project	1	Lump	Columns
<b>Total</b>				

## 8. ATTACHMENTS

*Add optional description to subsection*

⋮	 <u>A - Indemnification 2024 Contractor</u>	 
⋮	 <u>H - LE_Roof_Replacements_23TPA-033B_Project_Manual_Sealed_(1).(1)</u>	 

### Upload Attachments

*Drop some files here or click to select files to upload.*





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/6/2025

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
INSURED: Advanced Roofing Inc
CONTACT NAME: Jalen Belle-Walker
INSURER(S) AFFORDING COVERAGE: INSURER A: Greenwich Insurance Company, INSURER B: Starr Indemnity & Liability Company, etc.

COVERAGES CERTIFICATE NUMBER: 366577915 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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Excess Liab, Workers Compensation and Employers' Liability, and Installation Floater.

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

CERTIFICATE HOLDER

CANCELLATION

Form for Certificate Holder and Cancellation. Certificate holder: The City of Lakeland, 1140 E. Parker Street, Lakeland FL 33801. Cancellation text: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

## **Indemnification Contractor**

To the fullest extent permitted by laws and regulations, and in consideration of the amount stated on any Purchase Order, the Contractor shall defend, indemnify, and hold harmless the City, its officers, directors, agents, guests, invitees, and employees from and against all liabilities, damages, losses, and costs, direct, indirect, or consequential (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising out of or resulting from any acts of negligence, gross negligence or intentional wrongful misconduct in the performance of the work by the Contractor, any Subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable.

In any and all claims against the City, or any of its officers, directors, agents, or employees by any employee of the Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any such Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts, nor shall this indemnification obligation be limited in any way by any limitation on the amount or type of insurance coverage provided by the City, the Contractor, or any of his Subcontractors. To the extent this Indemnification conflicts with any provision of Florida Law or Statute, this indemnification shall be deemed to be amended in such a manner as to be consistent with such Law or Statute.

**Applicability:** It is the express intent of the Contractor that this agreement shall apply for the project(s) or time period indicated below. (Check and complete one):

**Agreement is applicable to all contracts, purchase orders and other work performed for the City of Lakeland for the time period of not more than five (5) years.**

\_\_\_\_\_ to \_\_\_\_\_  
(Date) (Date)

**(OR)**

**Agreement is limited to Bid #, Purchase Order #, Requisition #2024-ITB-225, or Contract dated \_\_\_\_\_.**

**Subrogation:** The Contractor and his Subcontractors agree by entering into this contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Contractor or Subcontractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor or Subcontractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor or Subcontractor enter into such an agreement on a pre-loss basis.

**Release of Liability:** Acceptance by the Contractor of the last payment shall be a release to the City and every officer and agent thereof, from all claims and liability hereunder for anything done or furnished for, or relating to the work, or for any act or neglect of the City or of any person relating to or affecting the work of which Contractor has knowledge at the time.

**Savings Clause:** The parties agree that to the extent the written terms of this Indemnification conflict with any provisions of Florida laws or statutes, in particular Sections 725.06 and 725.08 of the Florida Statutes, the written terms of this indemnification shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in full and complete compliance with all such laws or statutes and to contain such limiting conditions, or limitations of liability, or to not contain any unenforceable, or prohibited term or terms, such that this Indemnification shall be enforceable in accordance with and to the greatest extent permitted by Florida Law.

Advanced Roofing, Inc.  
Name of Organization

BY: [Signature] / Michael Kornahrens  
Signature of Owner or Officer

michaelk@advancedroofing.com  
E-mail Address

(813) 885-5811  
Organization Phone Number

STATE OF: **Florida**

COUNTY OF: **Hillsborough**

The foregoing instrument was acknowledged before me, by means of physical presence, this 30<sup>th</sup> day of October, 2024.

by Michael Kornahrens, of Advanced Roofing, Inc.  
Printed Name of Owner / Officer Corporate or Company Name

He/She is personally known to me or has produced \_\_\_\_\_ as  
State Drivers License Number

identification, and did \_\_\_\_\_ / did not  take an oath.

[Signature]  
Signature of Person Taking Acknowledgment

Anna Colosimo  
Printed Name of Person Taking Acknowledgment



CITY OF LAKELAND

BY: [Signature]  
Joyce Dias, Risk Management & Purchasing Director

DATE 12/31/2024

SEALS:

PROJECT NAME:  
**CITY OF LAKELAND  
LAKELAND ELECTRIC  
ROOF  
REPLACEMENTS**

501 E LEMON ST.  
LAKELAND, FL 33801

PROJECT NO:  
**023TPA-033B**

ISSUE:

NO.	DATE	DESCRIPTION
1	12-31-23	DESIGN DEVELOPMENT
2	01-24-24	CONTRACT DOCUMENTS (90%)
3	02-29-24	ISSUED FOR BID

THIS LINE IS 1 INCH ON  
THE ORIGINAL DRAWING  
IF IT IS NOT 1 INCH ON THIS PAGE,  
SCALE DRAWING ACCORDINGLY.

SHEET TITLE  
**ROOF PLAN**

DRAWING  
**XR101**

ROOF SECTOR	APPROX. SIZE (SQ. FT.)
A1	7,302
A2	1,567
B1	1,900
C1	761

**GENERAL NOTES:**

- THESE DOCUMENTS ARE THE PROPERTY OF REI ENGINEERS, INC. (REI) AND REI RETAINS ALL RIGHTS THEREIN, INCLUDING COPYRIGHTS. IT MAY ONLY BE USED IN A MANNER CONSISTENT WITH REI'S RIGHTS WHILE REI IS PROVIDING SERVICE FOR THE SPECIFIC PROJECT IDENTIFIED OR REFERRED TO HEREIN OR EXTENSIONS THERETO. IT MAY NOT BE USED FOR ANY OTHER PURPOSE EXCEPT WITH THE EXPRESS WRITTEN AGREEMENT OF, AND COMPENSATION TO, REI ENGINEERS, INC.
- DIMENSIONS, DETAIL COMPONENTS AND EQUIPMENT PENETRATION LOCATIONS ARE FOR INFORMATION ONLY. CONTRACTOR IS RESPONSIBLE TO FIELD VERIFY ALL INFORMATION PROVIDED. PROVIDED DIMENSIONS ARE APPROXIMATE AND ARE ROUNDED TO NEAREST 1/8".
- ONLY ONE DETAIL INDICATOR MAY BE SHOWN FOR EACH TYPE OF ROOF PENETRATION. ALL OTHER SIMILAR PENETRATIONS ARE TO BE FLASHED AS REQUIRED BY THE TYPICAL DETAIL INDICATOR, UNLESS OTHERWISE NOTED.
- NOTES ARE INTENDED TO PROVIDE TYPICAL LOCATIONS OF WORK. IT IS THE CONTRACTOR'S RESPONSIBILITY TO QUANTIFY ALL LOCATIONS.

**SHEET NOTES:**

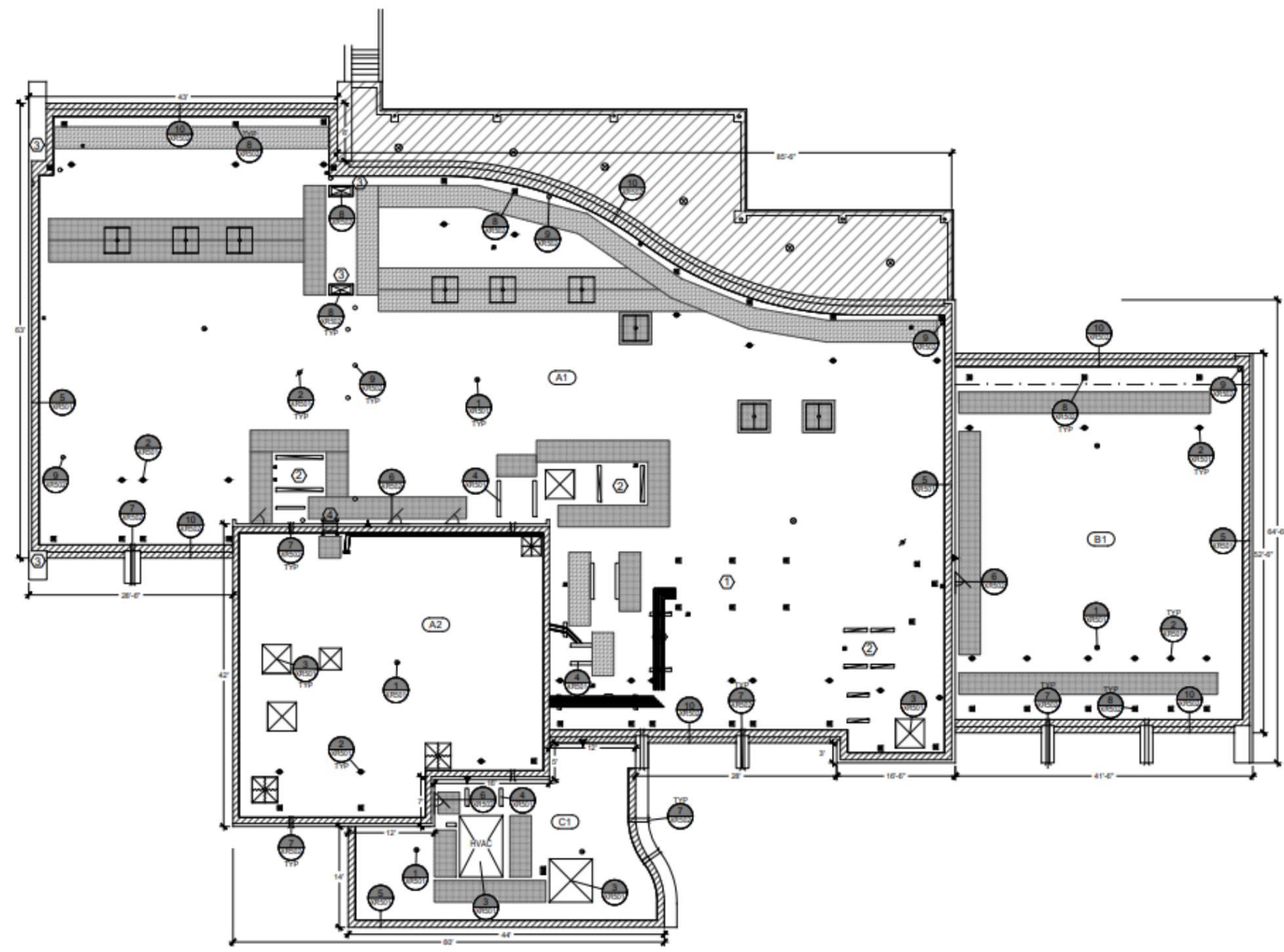
- REMOVE ABANDONED PENETRATIONS, PIPES, AND EQUIPMENT AND PROPERLY REPAIR ROOF DECK AND WALL.
- REMOVE ABANDONED PENETRATIONS AND EQUIPMENT. INSTALL NEW VENTILATION EQUIPMENT IN ACCORDANCE WITH MECHANICAL SPECIFICATIONS.
- PREP STEEL AND APPLY RUST INHIBITIVE COATING.
- REPLACE EXISTING ROOF ACCESS LADDERS. REFER TO SECTION 05 51 33 "METAL LADDERS".

**KEY**

- ROOF EDGE
- ▬ PARAPET WALL
- ▬ WALL EXPANSION JOINT
- CONDUIT
- ROOF DRAIN
- ▬ OVERFLOW SCUPPER
- ▬ STRUCTURAL SLOPE
- SOIL PIPE
- PIPE PENETRATION
- ▬ PITCH PAN
- FALL ARREST ANCHOR
- ▬ HVAC UNIT
- ▬ MECHANICAL CURB
- ▬ ABANDONED CURB
- ▬ EQUIPMENT SUPPORT CURB
- ▬ ROOF LADDER
- ▬ PORTABLE STAND
- ▬ ANTENNA
- ▬ WALKPAD
- ▬ ELEVATION CHANGE
- ▬ ROOF AREA INDICATOR
- NOTE NO.
- DETAIL INDICATOR

**CONTRACT**

- ▬ INCLUDED IN CONTRACT
- ▬ NOT IN CONTRACT



**A** ROOF PLAN  
SCALE: 1/8" = 1'-0"





S Lowe Ave

A1

B1

A2

C1