

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 06/10/2022

Contract/Lease Control #: C21-3097-AP

Procurement#: ITB AP 44-21

Contract/Lease Type: CONTRACT

Award To/Lessee: ADVANCED ROOFING, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 08/05/2021

Expiration Date: 60 DAYS FROM NOTICE TO PROCEED

Description of: DTS AIRPORT BLOCK 8 HANGAR METAL ROOF COATING  
REPLACEMENT

Department: AP

Department Monitor: STAGE

Monitor's Telephone #: 850-651-7160

Monitor's FAX # or E-mail: TSTAGE@MYOKALOOSA.COM

Closed: June 10, 2022

Cc: BCC RECORDS

**CONTRACT CLOSE-OUT CHECKLIST**  
 (To Be Prepared by the Contracts & Lease Coordinator)

**DATE:** May 27, 2022

**TO:** Finance Department

**SUBJECT:** Contract No. C21-3097-AP

**MANAGING DEPARTMENT:** AP

**CONTRACTOR'S NAME:** ADVANCED ROOFING, INC.

**PROJECT TITLE:** TEMPORARY EMPLOYMENT SERVICES

The attached has met the final payment contract requirement in subject contract.

	<b>Yes</b>	<b>No</b>
1. Final Invoice	<b>X</b>	
2. Completed Contract/Lease Payment Approval Form	<b>X</b>	
3. Close-Out Documents	<b>Yes</b>	<b>No</b>
a. Signed Release of Lien	<b>X</b>	
b. Proof of Completion Advertisement		<b>X</b>
c. Certificate of Insurance		<b>X</b>
d. Consent of Surety to Final Payment		<b>X</b>
e. Proof of Performance/Payment Bond Continuation 12 Months Following Final Payment		<b>X</b>
f. Grants approval/signature		<b>X</b>
4. Remarks		

\_\_\_\_\_  
 OMB DIRECTOR

\_\_\_\_\_  
 DATE



TO: OKALOOSA COUNTY  
5479A OLD BETHEL ROAD  
CRESTVIEW, FL 32536

RE: OKALOOSA COUNTY DTS AIRPORT  
BLOCK 8 HANGAR COATING  
1001 AIRPORT ROAD  
DESTIN, FL 32541

DATE: May, 16th 2022

We are transmitting the following:

COPIES	DESCRIPTION
1	Advanced Roofing Invoice # 195818
1	Application and Certification for Payment # 2
1	Waiver and Release of Lien Upon Final Payment
1	

     FOR APPROVAL

     INFORMATION ONLY

     COMMENTS : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ADVANCED ROOFING, INC.

Jason Carruth  
Branch Manager

# APPLICATION AND CERTIFICATION FOR PAYMENT

TO CUSTOMER: OKALOOSA COUNTY  
5478A OLD BETHEL ROAD  
CRESTVIEW, FL 32636

FROM CONTRACTOR: Advanced Roofing, Inc.  
1950 NW 22nd Street  
Ft. Lauderdale, FL 33311

PROJECT: OKALOOSA COUNTY DTS AIRPORT BLOCK 8 HANGAR COATING  
1001 Airport Road  
Destin, FL 32541

APPLICATION NO: 0002  
APPLICATION DATE: 5/18/22  
PERIOD FROM: 10/1/21  
PERIOD TO: 5/31/22  
PROJECT #: 21JS19  
INVOICE #: 0000195818

## CONTRACTOR'S APPLICATION FOR PAYMENT

1 ORIGINAL CONTRACT SUM	\$ 58,250.00
2 Net Change By Change Orders	\$ -
3 CONTRACT SUM TO DATE (LINE 1+2)	\$ 58,250.00
4 TOTAL COMPLETE & STORED TO DATE	\$ 58,250.00
5 RETAINAGE:	
a. of Completed Work	\$ -
b. of Stored Material	\$ -
Total Retainage (lines 5a + 5b)	\$ -
6 TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$ 58,250.00 ✓
7 LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 52,425.00 ✓
8 CURRENT PAYMENT DUE	\$ 5,825.00 ✓
9 BALANCE TO FINISH INCLUDING RETAINAGE (Line 3 less Line 6)	\$ -

CHANGE ORDER SUMMARY	
Total changes approved in previous months by Owner	\$ -
Total Approved this Month	\$ -
TOTALS	\$ -

(See attached pages for Original Contract and Change Order Breakdown.)

The undersigned contractor certifies that to the best of the contractor's knowledge, information and belief the work covered by this Application For Payment has been completed in accordance with the contract documents and that current payment shown herein is now due.

CONTRACTOR

By: 

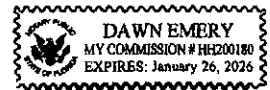
Jason T Carruth

State of: FLORIDA County of: Seminole

Subscribed and sworn to before me this 16th day of May, 2022

Notary Public: 

My Commission expires:



## OWNER CERTIFICATE FOR PAYMENT

In accordance with the contract documents, based on on-site observations and the data comprising this application, the Owner certifies that to the best of the Owner's knowledge, information and belief the work has progressed as indicated, the quality of the Work is in accordance with the construction documents, and the contractor is entitled to the payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ \_\_\_\_\_

Owner: \_\_\_\_\_

BY: \_\_\_\_\_

Date: \_\_\_\_\_

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the contractor named herein. Issuance, payment and acceptance of payment are without prejudice to the rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

OKALOOSA COUNTY DTS AIRPORT BLOCK 8 HANGAR COATING Page 2 of 2 Pages

APPLICATION NUMBER: 0002  
 APPLICATION DATE: 16-May-22  
 PERIOD TO: 05/31/22

A Item NO.	B Description of Work	C Scheduled Value	D		E		F Total Complete and Stored To Date (D+E+F)	G % G/C	H Balance to Finish (C-G)	I Retainage
			Previous Applications	Work Completed		Stored Materials				
				Work in Place	This Application					
1	01. As Per Contract #: C21-3097-AP, Dated August 5, 2021; Metal Roof Coating Replacement	\$58,250.00	\$52,425.00	5,825.00			\$58,250.00	100%		
2										
3										
4										
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	Totals for Page 2 of 2 Pages	\$58,250.00	\$52,425.00	\$5,825.00			\$58,250.00	100%		
	Grand Totals	\$58,250.00	\$52,425.00	\$5,825.00			\$58,250.00	100%		
	Change Order Grand Totals									
	Project Grand Totals	\$58,250.00	\$52,425.00	\$5,825.00			\$58,250.00	100%		



**WAIVER AND RELEASE OF LIEN  
UPON FINAL PAYMENT**

The undersigned lienor, in consideration of the sum of  
 Five Thousand Eight Hundred Twenty Five Dollars and No Cents  
 hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished  
 to OKALOOSA COUNTY  
 on the job OKALOOSA COUNTY DTS AIRPORT BLOCK 8 HANGAR COATING to the following

OKALOOSA COUNTY DTS AIRPORT BLOCK 8 HANGAR COATING  
 1001 Airport Road  
 Destin, FL 32541

This waiver and release does not cover any retention of labor, services, or materials furnished after  
 date specified and is contingent upon the receipt and clearance of above mentioned funds.

Dated on May 16, 2022

ADVANCED ROOFING, INC.

By:

Jason T Carruth  
 Project Manager

STATE OF FLORIDA  
 COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 16th day of May, 2022 by Jason T Carruth  
 as Project Manager of Advanced Roofing, Inc., on behalf of the corporation. He/she is personally known  
 to me, or has produced \_\_\_\_\_ as identification, and did/did not take an oath.  
 If no type of identification is indicated, the above named person is personally known to me.

Seal:



Notary Public, State of Florida at Large

www.advancedroofing.com  
 SOUTH FLORIDA OFFICE



**ADVANCED ROOFING INC**  
**1950 NW 22nd Street**  
**Ft. Lauderdale, FL 33311**  
**954-522-6868**

Invoice Number 0000195818  
 Invoice Date May 16, 2022  
 PO Number  
 Contract  
 Job 21-J-S19  
 OKALOOSA COUNTY DTS AIRPORT BLOCK 8 Hi

To:

OKALOOSA COUNTY  
 5479A OLD BETHEL ROAD  
 CRESTVIEW, FL 32536

Payment Terms: Net 30

Page 1 of 1

Manager Christopher W Alls

Progress Billing	01. As Per Contract #: C21-3097-AP, Dated August 5, 2021; Metal Roof Coating Replacement	5,825.00
<b>Invoice Total</b>		<u><u>5,825.00</u></u>

*Thank you; we really appreciate your business, payment is due within 30 days.*

**Thank you for allowing Advanced Roofing to fulfill your roofing needs.  
 We greatly appreciate your business!**

Please tell us how we are doing:  
 visit [advancedroofing.com/feedback](https://advancedroofing.com/feedback)

or scan on  
 your smartphone:



As a gesture of our appreciation for completing the survey, we will send you your choice of Amazon or Starbucks gift card, or make a donation on your behalf.

**ADVERTISEMENT OF COMPLETION**

Advanced Roofing, Inc.  
(Contractor)

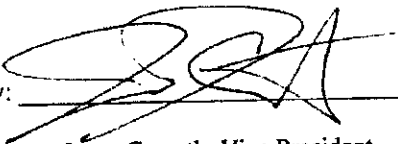
11031 Main Street North, Jacksonville, FL 32218  
(Address)

gives notice of completion of DTS Airport Block 8 Hangar Metal Roof Coating Replacement ITB AP 44-21  
(Project)

and sets December 27, 2021 as the date of final settlement.

All persons and firms should file all claims for payment to the below address prior to the settlement date:

Okaloosa County (Owner)  
ATTN: Contracts and Leases Coordinator  
5479A Old Bethel Road  
Crestview FL 32536

By:  \_\_\_\_\_ (Name)  
Jason Carruth, Vice President \_\_\_\_\_ (Title)

Leg: \_\_\_\_\_ (Publication Dates)





# TEN YEAR MATERIAL & LABOR WARRANTY

WJN# S221304-FL-MB-924

ISSUED TO: Okaloosa County Airport	
ADDRESS: 1701 State Rd. 85 N. Eglin AFB, FL 32542	
JOBSITE ADDRESS: 1001 Airport Rd. Destin, FL 32541	
AREA OF PROJECT – SQ. FEET: 15,600	
INSTALLED BY: Advanced Roofing, Inc.	ADDRESS: 11031 N. Main St. Jacksonville, FL 32218
COMPLETION DATE: 9/30/2021	EXPIRATION DATE: 9/30/2031

## THE WARRANTY

For the warranty period indicated above, Tropical Roofing Products Florida, LLC ("Tropical") warrants to the Owner that, subject to the terms, conditions and limitations stated in this Warranty, Tropical will repair any leak for the above project that results from manufacturing defects of the Tropical 924. If, upon inspection, Tropical determines that water leaking into the structure is due to failure of the Tropical 924 except as expressly excluded herein, during the first 2 years of the warranty period, the manufacturer for its part will supply coating and the applicator for its part will supply any additional material and install repairs without cost to the owner. If failure occurs in the succeeding year during the warranty period, the manufacturer shall provide coating material and reimburse the original applicator for making repairs of defects. The Owner's remedies and Tropical's liability is limited to repair of the leak as stated in this Warranty.

## TERMS, CONDITIONS, LIMITATIONS

1. In the event a product failure occurs, the Owner must notify Tropical by email at [warranty@gotropical.com](mailto:warranty@gotropical.com) with the subject line "warranty claim" within ten (10) days after the Owner's discovery of the failure. Notice to the contractor or distributor is not notice to Tropical. By notifying Tropical, the Owner authorizes Tropical to investigate the cause of the leak. Tropical may require the Owner to submit, at the Owner's expense, samples of the Tropical 924 for testing and photographs.
2. This Warranty is void if any of the following occur:
  - The Tropical 924 is coated over, patched, painted or covered in any way with any product other than the products specified in Tropical's Coating Guide Specifications;
  - There are alterations or repairs made on or through the roof without first obtaining written authorization from Tropical;
  - Objects, including but not limited to, structures, fixtures, or utilities are placed upon or attached to the roof without first obtaining written authorization from Tropical;
  - Failure to strictly follow Tropical's Coating Guide Specifications and Tropical's Care and Maintenance Program;
  - Failure of the Owner to repair any conditions in the building structure or roofing system that are not covered by this Warranty but that Tropical concludes may be threatening to the integrity of the

3. This Warranty does NOT cover conditions other than leaks. This Warranty also does not cover any leaks, caused by any of the following circumstances:
  - Abuse of the roof in any way including, but not limited to, pedestrian traffic, physical abuse, substrate failure, vandalism, etc.;
  - Unusual weather conditions or natural disasters including, but not limited to, windstorms, hail, floods, hurricanes, lightening, tornadoes, falling objects, earthquakes, etc.;
  - Deterioration or failure of building components, including, but not limited to, substrate, walls, mortar, HVAC units, non-Tropical brand components, etc.;
  - Discoloration or dirt accumulation on the coating;
  - Infiltration or condensation of moisture in, through, or around the walls, copings, building structure or underlying or surrounding materials;
  - Solid or liquid deposits of any substance including, but not limited to, oils, grease, acids, chemicals, animal droppings, etc.;
  - Settlement, cracking, warping, expansion, contraction, deflection, or other movement of the roof deck, roof insulation, walls, foundation, or any other part of the structure.
  
4. During the term of this Warranty, Tropical shall have free access to the roof during regular business hours.
5. Tropical shall have no obligation under this Warranty while any bills for installation, supplies, service, and warranty charges have not been paid in full to the roofing applicator, Tropical, or material suppliers.
6. Tropical's failure at any time to enforce any of the terms or conditions stated herein shall not be construed to be a waiver of Tropical's rights.
7. This Warranty does not cover cleanliness or discoloration of the Tropical 924 caused by environmental conditions, including but not limited to, dirt, pollutants, or biological agents.
8. This Warranty is not transferable to successive property owners by operation of law or otherwise. Application may be made by a new building owner for re-issuance of the warranty during the original warranty period. Certain procedures, including an inspection of the Tropical 924 by a Tropical representative, and fees will apply to any re-issuance.
9. THIS WARRANTY COVERS ONLY TROPICAL PRODUCTS. TROPICAL DOES NOT WARRANT PRODUCTS INCORPORATED OR UTILIZED IN THIS INSTALLATION WHICH IT HAS NOT FURNISHED. TROPICAL SPECIFICALLY DISCLAIMS LIABILITY, UNDER ANY THEORY OF LAW, ARISING OUT THE INSTALLATION OR PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY TROPICAL.
10. THE REMEDIES STATED HEREIN ARE THE SOLE AND EXCLUSIVE REMDIES FOR FAILURE OF THE Tropical 924 OR ITS COMPONENTS AND ARE IN LIEU OF ANY WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY. TROPICAL SHALL NOT BE LIABLE UNDER ANY THEORY OF LAW FOR ANY INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGE TO THE BUILDING OR ITS CONTENTS.
11. As a condition precedent to litigation, any controversy or claim arising out of or relating to this Warranty must be first submitted to mediation before a mutually acceptable mediator. In the event that mediation is unsuccessful, Tropical and Owner agree that that the exclusive venue for any dispute between them shall be brought in a court of competent jurisdiction in Broward County, Florida. This Warranty shall be governed by and construed in accordance with the laws of the State of Florida, without regard to principles of conflict of laws. Tropical and Owner consent to the jurisdiction of the above identified courts.

**Tropical Roofing Products Florida, LLC**

Signature: Nils Nedreliid Digitally signed by Nils Nedreliid  
Date: 2022.04.14 08:00:45  
+04'00' Printed Name: Nils Nedreliid Title: Director of Tech. Services Date: 4/13/2022

Owner: \_\_\_\_\_ Printed Name \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Applicator: \_\_\_\_\_ Printed Name \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_



### SERVICE WARRANTY

ARJ JOB NO: 21-JS19  
BUILDING ADDRESS: Okaloosa County DTS Airport Bock 8 Hangar  
OWNER'S NAME: Okaloosa County  
OWNERS' ADDRESS: 1701 State Rd. 85 N Eglin AFB, FL 32542  
COMPLETION DATE: 09/30/2021 RFG SYS: Tropical 924 Coating AREA: 15,600 sq ft.

### COVERAGE

ADVANCED ROOFING, INC. ("Contractor") a Florida Corporation, warrants to the Owner, that for a period of two (2) year from the Completion Date, Contractor will at its expense, and up to original cost of the Service Work, repair or cause to be repaired defects of deficiencies in material or workmanship provided by Contractor. Notwithstanding, Service Work performed by Contractor may not prevent the occurrence of leaks in the roofing system that arise from other locations or sources. It is common that multiple roof defects, such as cracks in walls, unsealed penetrations, or other structural failures, may contribute to a single point of water entry. It is possible that the Service Work will not eliminate a leak where other defective conditions are present and not corrected.

### WHAT TO DO IF YOUR ROOF LEAKS

In the event any leak or other condition that might be covered under this Warranty, the Owner shall do the following:

1. Owner shall provide written notice to Contractor within 72 hours of the discovery of any leak or condition that might be covered by this Warranty;
2. In response to this notification, Advanced Roofing, Inc. will arrange inspection of the roofing system and
  - a) if the leak or condition is determined to be the responsibility of Contractor and covered under this Warranty, and subject to all terms of this Work, Contractor shall, at no cost to Owner, take appropriate action to remedy the condition, or
  - b) if the leak or condition is not the responsibility of Contractor or is not covered under this Warranty, Contractor will advise Owner, to the extent known, of the cause of the leak or condition and provide a recommendation on the extent of the repairs required which shall be borne by Owner.

### LIMITATIONS

**THIS WARRANTY IS NOT A MAINTENANCE AGREEMENT OR AN INSURANCE POLICY.** This Warranty does not cover any damage to the Service Work or damage to other property caused by: (a) natural disasters including, but not limited to: lightning, windstorm, hailstorm, hurricanes, tornadoes, high wind and gales, or other Acts of God; (b) misuse, neglect, abuse, materials supplied or installed by others, exposure to damaging substances such as oil, solvents, etc. or unauthorized alterations of the Service Work or the buildings usage; (c) failure of other components of the building unrelated to the Service Work or that cause damage to the Service Work; or (d) improper drainage; (e) lack of recommended maintenance. Additionally, this Warranty does not cover (i) any claim related in any way to damages or injuries from mold, spores, fungus, any organic pathogen or exposure to toxic substances or vapors or (ii) any claim for consequential or incidental damages.

**IN WITNESS WHEREOF, ADVANCED ROOFING, INC.** has caused this Warranty to be duly executed and issues to cover the Service Work described in this Warranty.

ADVANCED ROOFING, INC.  
1950 NW 22<sup>ND</sup> STREET  
FT. LAUDERDALE, FL 33311  
(954) 522-6868

  
Chris Ails, Service Branch Manager