

Contract 19581

THE PARTIES TO THIS Contract are the CITY of Daytona Beach, a Florida municipal corporation ("CITY") and Bug Out Screen Solutions LLC, dba Boss Garage Door & Screen Solutions, a Florida Limited Liability Company ("CONTRACTOR").

In consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1. Scope of Services. CONTRACTOR will provide **roll up, overhead, & electronic doors & gates maintenance and repair** services to the CITY as further described in ITB 19581 attached hereto and incorporated herein by reference.

Section 2. Incorporation of ITB and Submittal. The CITY's Invitation to Bid (ITB) 19581, and the CONTRACTOR's responsive proposal are incorporated herein by reference as Composite Exhibit C. Composite Exhibit C is not attached but will remain on file with the CITY's Purchasing Agent and will be available upon request made to the City Clerk. In case of conflicts between the ITB and Proposal, the ITB will govern. In case of conflicts between Composite Exhibit C and other provisions of this Contract, including Exhibits A and B, this Contract will govern.

Section 3. Compensation and Payments; Limitations.

(a) Unless the Exhibits specifically provides for reimbursement of expenses, the compensation described herein will be CONTRACTOR's sole compensation for the services to be provided.

(b) The CITY will pay CONTRACTOR up to **\$14,150.00** annually, in conformance with the Exhibits.

(c) Except for any expenses specifically provided for in the Exhibits, CONTRACTOR will be solely responsible for all of costs CONTRACTOR incurs in meeting its obligations herein.

Section 4. Notice. Unless otherwise expressly agreed herein, all notices, requests, and demands to or upon the Parties will be delivered by hand, delivered by a courier service, provided to a nationally recognized delivery service for overnight delivery, or by U.S. mail, postage prepaid by registered or certified mail, return receipt requested, to the addresses set forth herein:

To the CITY:

Attn: Joseph Paul
The City of Daytona Beach
950 Bellevue Avenue, Building 4
Daytona Beach, FL 32114
Fax: 386.671.8725

To CONTRACTOR:

Attn: Christopher Scott Hooper, President
Contractor: Bug Out Screen Solutions LLC
Address: 264 Carswell Avenue
City/ST/Zip: Holly Hill, FL 32117
Fax: N/A

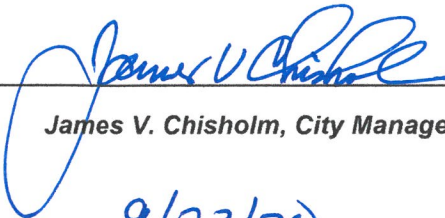
provided, however, that either Party may change the person or address designated for receipt of the Party's notices, by providing written notice to the other Party.

Section 5. Authority to Bind Contractor. The undersigned representative of CONTRACTOR represents and warrants the he or she is fully authorized to bind CONTRACTOR to the terms and conditions of this CONTRACT.

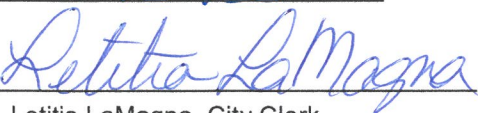
Section 6. Integration. This Contract represents the entire agreement of the parties with respect to the subject matter hereof. No representations, warranties, inducements or oral agreements have been made by either Party except as expressly set forth herein, or in other contemporaneous written agreements.

IN WITNESS WHEREOF, the Parties through their undersigned representatives have caused this Contract to be executed in duplicate original.

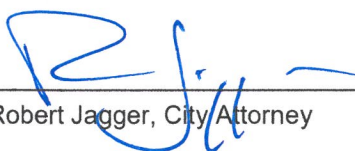
THE CITY OF DAYTONA BEACH

By: 
James V. Chisholm, City Manager


Date: 9/23/20

Attest: 
Letitia LaMagna, City Clerk

Approved as to legal form:

By: 
Robert Jagger, City Attorney

CONTRACTOR

By: 
Printed Name: Christopher Scott Hooper

Title: President

Date: 8/12/19

EXHIBIT A: Scope

**REPAIR & MAINTENANCE OF ROLL-UP, OVERHEAD,
& ELECTRONIC DOORS & GATES**

I. SCOPE

The City of Daytona Beach is seeking bids from qualified firms to provide Roll-Up, Overhead and Electronic Doors and Gates Maintenance and Repair. The work to be done under this contract includes, but is not limited to; providing all labor, materials, supervision, equipment, incidentals, and related items necessary to complete the work in accordance with the specifications contained herein for projects under \$25,000 in total cost. The City may elect to use this contract for requirements exceeding \$25,000 but reserves the right to obtain competitive quotes from non-awarded participating Contractors in this bid.

All service work for the City, materials and products utilized in the installation, maintenance, extension and/or alteration of any and all facility's, within or adjacent to any City structure will comply with all current Florida Building Codes. The Bidder agrees to service any City location at the same rate herein.

II. GENERAL REQUIREMENTS

A. The City will appoint a project manager who will oversee all assigned work for adherence to projected schedules, as well as quality of work from the start date through project completion. All work is subject to inspection throughout the life of the project and prior to submittal of final payment.

Facilities Department – Joe Paul – pauljoe@codb.us

B. All services will be approved by issuance of a Purchase Order. Any and all changes or alterations will require written approval via change order to the Purchase Order by an authorized City representative.

C. The Contractor will provide a firm cost for requested work within 24 hours of the initial request, prior to issuance of a purchase order for the work.

D. Labor charges will be invoiced using Contract hourly rates and will include compensation for labor, tool/equipment use and any other incurred costs or fees to the supplier. The rate is straight time for all labor except as otherwise noted herein.

E. No overtime will be permitted without written permission from the Project Manager. Labor hours paid in quarter (1/4) hour increments, and limited to the hours on the site. Labor rates will not include travel time.

F. No work will proceed under any circumstances unless authorized by the project manager, and the Contractor has received a City issued purchase order (PO).

G. Contractor will supervise and direct all work, using their best skill and attention. Contractor will be solely responsible for all means, methods, techniques, sequences, and procedures and for coordinating all portions of the work under this Contract and assume liability for each project assigned.

H. Contractor will have resources including personnel, materials, and transportation, and an adequate inventory of tools and equipment to perform work. Contractor will be held responsible for all on-site supervision, scheduling, receiving, storage, and placement of all materials.

I. Contractor will provide a responsible, knowledgeable, English speaking work site Supervisor/Representative, at all times, who has decision-making authority.

J. Scope of work will not be expanded beyond original work order without approval of the City Project Manager. Contractor will provide a written estimate of labor and materials within twenty-four (24) hours for any work beyond the original scope of work and purchase order. Verbal confirmation will not be considered as permission to work, except in health, life and safety situations. If a health, life and safety situation exists, the Contractor may start repairs with verbal authorization from a City authorized representative, with the understanding that a written estimate of labor and materials will be sent to the appropriate Maintenance department within twenty-four (24) hours. For all non-emergency work, Contractor will receive a change order to the PO authorizing the additional work.

K. Contractor is responsible for the acts and omissions of his employees, subcontractors and their agents and employees, and other persons performing any of the work under this Contract under the Contractor's control.

L. Contractor will follow the manufacturer's operating and maintenance instructions for the work being performed. The workmanship, materials and products utilized in the installation, maintenance, extension and/or alteration of any and all work within or adjacent to any structure must conform to all codes and City requirements.

M. Contractor will dispose of all construction debris at an authorized landfill at the Contractor's expense. Material cleared from site and disposed on adjacent or nearby property will not be considered as having been disposed of properly.

III. WARRANTY

A. Contractor warrants that the goods or services supplied hereunder will be of good workmanship and of proper materials, free from defects and in accordance with specifications. If the Contractor knows of the purchaser's intended use, the Contractor warrants that the goods or services are suitable for that intended use.

B. The minimum warranty on all products will be at least one (1) year. Contractor will warrant and guarantee all workmanship for a period of one (1) year from the date of acceptance. Contractor will be obligated to repair or replace any and all defects in material or workmanship which are discovered or exist during said (1) year warranty period. All labor, products and transportation provided under a warranty claim will be at Contractor's sole expense.

C. Contractor(s) will respond to all requests for warranty work within twenty-four (24) hours of notification.

D. Contractor(s) agrees to repair and return equipment within 2 of business days from receipt of request or provide a temporary replacement.

E. Effective date of all warranties will begin on date of acceptance of the complete.

IV. SERVICE REQUIREMENTS

The City's required delivery and performance times, for materials and services to be provided under this contract, are described herein. In the event that work does not commence or is not completed by the time lines established herein, the City reserves the right to terminate the order and issue the order to another Contractor. Repeated failure to commence or complete work within the prescribed times will constitute default, and will be grounds for termination of any contract based on this bid.

A. PURCHASE ORDER: The award of this Contract will not constitute an order. Contractor must receive a purchase order before any shipments are made or before work is begun. Shipments or work performed will be made as specified on the purchase order, conforming to the proposal form, specifications, and general instructions. Under no circumstances will any work proceed unless authorized by the project manager and supplier has receipt of a purchase order (PO). Contractor will be on site within 24 hours after service call is made. Contractor will be prepared, upon written notice of Bid acceptance, to commence work within two (2) Business Days from receipt of purchase order. Contractor will be on site within two (2) hours after emergency service, meet the CITY Project Manager at the job site, proceed with work without delay and, in general, be responsive to the emergency.

B. STANDARD WORK HOURS: Service is called for only between the hours of 7:00 AM and 6:00 PM Monday through Friday, excluding City holidays, unless otherwise specified. Labor hours are paid in quarter (1/4) hour increments and limited to hours on site. Contractor must obtain City project manager approval for Contractor's proposed schedule of activities for each order, prior to commencing work on the order.

C. NON-STANDARD HOURS: Rates may apply to any services rendered by the Contractor outside standard CITY scheduled maintenance working hours. Payment will be valid only when authorized in writing by a CITY authorized representative or project manager. Non-standard hours will normally only apply when health, life and safety concerns dictate rapid response. Non-standard working hours for CITY maintenance is 6:00 PM-7:00 AM Monday-Friday or anytime on Saturday/Sunday/Holidays. No non-standard hours will be permitted without written permission from an authorized CITY representative or project manager.

D. EMERGENCY SERVICE: Contractor may be required to perform emergency service at times other than normal working hours. Contractor will respond within TWO (2) hours to all requests for emergency service. Failure to respond to a service call, within the designated time, may be considered valid cause for termination of this contract. In the event Contractor does not comply with this requirement, CITY reserves the right to contact another Contractor for service. In some limited cases however, CITY may require repairs sooner than the timeframes described above. In the event that Contractor is unable to meet the requirement for immediate service, CITY reserves the right to obtain service from another Contractor, without adverse consequences.

E. ELECTED WORK SCHEDULE: Contractor may elect to perform work after standard working hours. The City will not be charged for non-standard hours based upon convenience and availability to work location. This after standard working hours approach will only apply when approved by the project manager authorizing the work. Labor hours, are limited to the hours on the site. Based upon this agreement, overtime will not be paid.

F. WORK DELAYS: Contractor is expected to complete work within agreed upon schedules. In cases where delays are clearly not the Contractor(s) responsibility, CITY may grant an extension to the work completion time. When work cannot be completed, the Contractor(s) will

reschedule a time with the project manager and notify them when the rescheduled time is beyond completion date. Any delay of scheduled work must be reported to the CITY project manager within 24 hours of delay. Every effort will be made to expedite all repairs in accordance with set time limits.

V. PRICING

A. Payment will be made for actual labor and materials used, except minor. Labor and equipment rental costs will be reimbursed in increments of ¼ hour (when and where applicable) CITY requires a firm fixed price per unit. Delivery costs will be included in the bid price. Contractor will provide an hourly rate. Minor consumables or items listed under the hourly rate are NOT eligible for reimbursement or percentage markup. Cost for these items will be included in the hourly rates defined on the Bid Proposal Form.

Work Hours:

- CITY will not pay any premium for weekends or holidays unless authorized in writing by a CITY representative or project manager.
- CITY will not pay for travel time to and from the work site or any travel made during lunch breaks.
- Contractor will sign in/sign out at the site's main office prior to commencing any work or prior to leaving unless prior exceptions have been authorized by CITY Project Manager.
- Contractor will be paid for actual worked performed as evidenced by the sign-in/sign out sheet. Contractor will not charge for quote, estimate or an estimator fee.
- Labor will be reimbursed in increments of ¼ hour.

B. **MATERIALS:** Bidder(s) will only be allowed to charge a maximum price of cost plus ten 10% for materials. Cost plus pricing will be used for unspecified miscellaneous items also referred to as "Balance of Line" or catalog items. CITY will pay Contractor's cost for these items, plus markup bid by Contractor. Contractor will be required to provide documentation supporting his costs for these items. CITY may request evidence that Contractor is obtaining these materials at a reasonable price. This pricing approach is used for limited items for which specific pricing is not requested or provided. It is expected this will be a small percentage of purchases for this bid.

C. **RENTAL EQUIPMENT:** Contractor will own, lease, or rent all necessary equipment at their sole expense. Supporting documentation (proof of invoice from rental supplier verifying price and quantity) must be submitted with the contractor's billing invoice to validate cost including the unit amounts and related costs. The Contractor may mark up the cost of rental equipment in an amount not to exceed a maximum 5%. Contractor will deliver the supporting documentation along with site sign in/out verification sheet and a draft invoice clearly marked "draft" to the requesting maintenance department by fax, hard copy, or electronically for review and approval.

D. **ADDITIONAL CHARGES AND FEES:** Contractor will include the cost of installation, delivery, shipping, insurance, or normal service consumables, shop supplies, environmental fees, etc. in the unit price for various items of work.

E. **WRITTEN QUOTES:** Contractor will perform an inspection of the site where the work is to be performed. Inspection will be appropriate for the appraised problem. Contractor will resolve questions regarding the required work prior to providing a quote. The City will indicate its acceptance of the quote by signing the quote. Written quotes for proposed scope of work must include the following minimum information (when applicable).

- Description of the entire project in brief

- Description of the site/location where the work is to be performed (building name, address, etc.)
- Work Order Number (if applicable)
- CITY contact name and phone number.
- List of required goods, materials and/or service

The Contractor will fully investigate the work, and will indicate any exceptions or exclusions on the quote. Adjustments will not be permitted unless unforeseen circumstances arise.

The CITY will evaluate quotes to determine if the scope of work (as determined by CITY) has been clearly and accurately understood and the work has been properly quoted.

The Contractor will modify any quote which the CITY deems to be excessive for the work anticipated.

VI. SAFETY REQUIREMENTS

Contractor will perform all work required by the Contract with the least inconvenience to CITY property and staff. Contractor will ensure that normal operations are not interrupted must be kept to an absolute minimum. Contractor will schedule assigned work to not interfere with normal schedules.

All work must meet safety requirements for pedestrian and vehicular traffic. Worksite will be left in a clean and orderly condition. All areas and/or property that is damaged while work is under way will be restored in its previous condition and to the satisfaction of CITY.

Contractor will protect all existing and newly installed work, materials, equipment, improvements, utilities, structures, and vegetation at all times during the course of work performed under this contract. Adequate barricades will be erected and maintained all around areas where equipment and materials are stored and used. Any property damaged by the Contractor or his representatives during the course of this contract will be repaired or replaced to the satisfaction of CITY.

The Contractor will prepare the site area where work is to be done to meet the required standards. Any property damaged by Contractor or their representative during the course of this contract will be repaired or replaced to the satisfaction of CITY at the Contractor's cost. Project is not completed until damages incurred, if any, have been repaired and site is cleaned to the satisfaction of CITY.

VII. SPECIFIC REQUIREMENTS

A. Contractor will maintain all types of overhead, roll up, sliding doors and gates. This includes but is not limited to manual, electric, motion sensor and barrier gates (as used in parking garages and lots).

B. Contractor will maintain adequate parts stock and have reliable parts sources for servicing all types and manufacturers of doors and gates, including OEM parts.

C. Contractor will respond by site visit to non-emergency calls within two (2) days.

D. Contractor will respond to Emergency calls within twenty-four (24) hours. An emergency is to be determined as follows

- Door will not close creating a security issue
- Door area is unsafe to enter or exit
- Door will not open causing a delay in routine operation

- E. Contractor will notify project manager before any replacement parts are installed.
- F. Contractor will notify project manager of any unsafe door immediately.
- G. Contractor will check door panels and sections for any weathering or deterioration (i.e. rust, paint blisters, peeling, etc.)
- H. Contractor will check for any damaged panels or sections, stiles and rails.
- I. Contractor will check the condition of all hardware and locks, lubricate where required.
- J. Contractor will check the condition of the vertical tracks and rollers.
- K. Contractor will check the condition of the spring counter balance.
- L. Contractor will check the condition of the extension springs.
- M. Contractor will check the torsion spring cables for equal tension and lubricate the torsion spring.
- N. Contractor will check the condition of the cable drum.
- O. Contractor will check the condition and operation of the chain hoist, reduction unit, chains, sprockets and safety items.
- P. Contractor will lubricate where required.
- Q. Contractor will check the condition and operation of the control-station.
- R. Contractor will check the control and operation of the electrical operator (motor and reducer, coil cords, belts, chains, sprockets, electrical switches and connections and trolley tracks). Lubricate motor, reducer and chain.
- S. Contractor will tighten all nuts, bolts and connections
- T. Contractor will check all door seals and replace where required.
- U. Contractor will check the operation of all remotes.
- V. Contractor will check the operation of safety features and warning lights.
- W. Contractor will provide a detailed report of any existing problems to the customer with suggested corrective action.

[continued on the next page]

VIII. LOCATIONS:

While any location owned, leased, or managed by the City of Daytona Beach can utilize this Contract locations include but are not limited to:

Location	Address	Roll Up / Overhead	Gate(s)	Sliding Door
Butts Park	750 Bellevue Av, 32114		2	
City Hall	301 S Ridgewood Av 32114			x
Campbell Aquatic Center	400 S Dr Martin Luther King Blvd.	X		
Fire Station 1	301 S Beach St, 32114	X		
Fire Station 2	126 Botefuhr, 32118	X		
Fire Station 3	945 N Halifax Av, 32118	X		
Fire Station 4	1675 Mason Av, 32114	X		
Fire Station 5	627 N Nova Rd, 32114	X		
Fire Station 6	2020 Beville Rd, 32119	X		
Fire Station 7	2545 LPGA Blvd, 32124	X		
Florida Tennis Center	1 Deuce, 32124	X		
Golf Course	600 Wilder, 32114	X		
Halifax Harbor Marina	450 Basin St, 32114	X		
Halifax Harbor Plaza	125 Basin St, 32114	X		
Marion Street	220 Marion, 32114	X		
Police Station	129 Valor, 32114	X	2	
Peabody Auditorium	600 Auditorium, 32118	X		
Public Works / Fleet	950 Bellevue Av, 32114	X	1	
Ralph Brennan WTP	3645 LPGA Blvd, 32124		1	
Bethune Point WTP	1 Shady Place		1	
Schnebley Rec. Center	1101 N Atlantic Av, 32118			x

EXHIBIT B: Fee Schedule

Bid Schedule					
REPAIR & MAINTENANCE OF ROLL-UP, OVERHEAD, & ELECTRONIC DOORS & GATES					
ITB 19581					
Line	Description	Est Qty*	UOM	Unit Price / % Markup	Est. Annual Price
Lot A: Roll Up & Overhead Door Maintenance & Repair					
1	Labor-Standard Hours Monday-Friday 7:00AM-6:00PM	20	HR	\$85.00	\$1,700.00
2	Labor-Non-Standard Hours M-F 6:01PM-6:59AM, Saturdays, Sundays, Holidays	10	HR	\$105.00	\$1,050.00
Automatic Sliding Door Repair & Maintenance					
3	Labor-Standard Hours Monday-Friday 7:00 AM-6:00 PM	10	HR	\$85.00	\$850.00
4	Labor-Non-Standard Hours M-F 6:01PM-6:59AM, Saturday, Sunday, Holidays	5	HR	\$105.00	\$525.00
Materials & Equipment Markup/Discount					
5	<u>Materials Markup/Discount</u> - Markup on miscellaneous repair parts and materials (Maximum allowed will be cost plus ten 10%)	\$4000	%	10 %	\$440.00
6	<u>Equipment Markup/Discount</u> - Markup on non-standard specialty equipment (Maximum allowed will be cost plus 5%)	\$2500	%	5 %	\$262.50
Lot A Total					\$11,150.00
Lot B: Electronic and Rolling Gates and Arm Repair and Maintenance					
7	Labor-Standard Hours Monday-Friday 7:00 AM-6:00 PM	10	HR	\$85.00	\$850.00
8	Labor-Non-Standard Hours M-F 6:01PM-6:59AM, Saturday, Sunday, Holidays	5	HR	\$105.00	\$525.00
9	<u>Materials Markup/Discount</u> - Markup on miscellaneous repair parts and materials (Maximum allowed will be cost plus ten 10%)	\$1000	%	10 %	\$110.00
10	<u>Equipment Markup/Discount</u> - Markup on non-standard specialty equipment (Maximum allowed will be cost plus 5%)	\$500	%	5 %	\$52.50
Lot B Total					\$300.00
ESTIMATED ANNUAL TOTAL					\$14,150.00
HR=Hourly Mark up calculations= 10% markup = 100+markup (i.e. \$2000 x1.1=\$2200) Discount calculations= 20% discount = 100-discount (i.e. \$2000 x .80=\$1600)					

*Quantities stated are an estimate only and no guarantee is given or implied as to quantities that will actually be required during the Contract period.

Composite Exhibit C is not attached. It will be kept on file with the Purchasing Agent, and will be made available upon request made to the City Clerk



CITY OF DAYTONA BEACH

RISK MANAGEMENT DIVISION

P. O. Box 2451

Daytona Beach, FL 32115

Phone: (386) 671-8231

Fax: (386) 671-3261

Memorandum

To: Letitia LaMagna, City Clerk

From: Mark Jones, Risk Manager

Date: August 13, 2019

Re: Contract # 19581—Roll Up, Electric Doors & Gates Maintenance and Repair—Bug
Out Screen Solutions, LLC dba Boss Garage Door & Screen Solutions, LLC

Attached is a copy of the above referenced contract. I have reviewed the evidence of insurance submitted with the contract and I find it to be satisfactory.

Attachments



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/12/2019

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 FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060	CONTACT NAME: CLIENT CONTACT CENTER	
	PHONE (A/C, No, Ext): 888-333-4949	FAX (A/C, No): 507-446-4664
E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: FEDERATED MUTUAL INSURANCE COMPANY		13935
INSURED BUG OUT SCREEN SOLUTIONS LLC 264 CARSWELL AVE HOLLY HILL, FL 32117-4918	174-629-6	INSURER B:
		INSURER C:
		INSURER D:
		INSURER E:
		INSURER F:

COVERAGES

CERTIFICATE NUMBER: 39

REVISION NUMBER: 1

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR _____ _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____	Y	Y	6098713	04/06/2019	04/06/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) EXCLUDED PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000	
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> _____	N	Y	6098713	04/06/2019	04/06/2020	COMBINED SINGLE LIMIT (Ea accident) \$500,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE	
A	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	N/A	Y	6098717	04/06/2019	04/06/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

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

CERTIFICATE HOLDER**CANCELLATION**

174-629-6
 ATTN: FIRE & FACILITIES MAINTENANCE DEPT
 CITY OF DAYTONA BEACH
 301 S RIDGEWOOD AVE
 DAYTONA BEACH, FL 32114-4933

39 1

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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ADDITIONAL REMARKS SCHEDULE

AGENCY FEDERATED MUTUAL INSURANCE COMPANY		NAMED INSURED BUG OUT SCREEN SOLUTIONS LLC 264 CARSWELL AVE HOLLY HILL, FL 32117-4918	
POLICY NUMBER SEE CERTIFICATE # 39.1		EFFECTIVE DATE: SEE CERTIFICATE # 39.1	
CARRIER SEE CERTIFICATE # 39.1	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU ENDORSEMENT FOR GENERAL LIABILITY.
 GENERAL LIABILITY CONTAINS A WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER SUBJECT TO THE CONDITIONS OF THE BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY ENDORSEMENT.
 BUSINESS AUTO LIABILITY CONTAINS A WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER SUBJECT TO THE CONDITIONS OF THE BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY ENDORSEMENT.
 WORKERS COMPENSATION CONTAINS A WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER WHERE PERMITTED BY STATE STATUTE.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

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 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. Such person or organization 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:

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

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. 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 that additional insured 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 you have entered into with the additional insured; or
 - 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.