



INVITATION TO BID

City of Flagler Beach, and the Flagler Beach
Community Redevelopment Agency (CRA)
(386) 517 – 2000 ext. 233

TITLE: **Stop Bar Repainting and CRA Crosswalk Striping Repainting**
BID NUMBER: **FB-24-1806**

PRE-BID QUESTIONS DUE: 5:00 P.M. FRIDAY, JUNE 07, 2024
FINAL ADDENDUM ISSUE DATE: 5:00 P.M. WEDNESDAY, JUNE 12, 2024
BIDS DUE: 1:00 P.M. TUESDAY, JUNE 18, 2024
BIDS OPEN: 1:00 P.M. TUESDAY, JUNE 18, 2024

BIDS RECEIVED AFTER THE ABOVE DATE AND TIME WILL NOT BE ACCEPTED.

BIDDER NAME: SnG Pavement Marking Inc.
MAILING ADDRESS: 1104 NW 50th Ave STE A
CITY: Gainesville STATE: FL ZIP: 32609
TELEPHONE: (352) 378-2636
E-MAIL: melanie@sngpavementmarking.com

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. In submitting a bid to the City of Flagler Beach, the bidder offers and agrees that the bidder assigns and transfers to the City of Flagler Beach all rights and interest in, and to all causes for action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Flagler Beach.


AUTHORIZED SIGNATURE

Melanie Clouse
PRINT NAME
4,272 LF @ \$15.00 per LF =
\$ \$64,080.00
Bid Amount Part A

Project Manager
TITLE

6/12/2024
DATE
4,580 LF @ \$6.00 per LF =
\$ \$27,480.00
Bid Amount Part B

SUBMIT THE BID IN A SEALED ENVELOPE TO THE ATTENTION OF THE CITY CLERK.
INCLUDE THE **BID NUMBER, TITLE, AND OPENING DATE.**

MAIL
CITY OF FLAGLER BEACH
105 SOUTH SECOND STREET
FLAGLER BEACH, FL 32136

HAND DELIVERY
CITY HALL
105 SOUTH SECOND STREET
FLAGLER BEACH, FL 32136

THE CITY OF FLAGLER BEACH IS AN EQUAL OPPORTUNITY EMPLOYER

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**City of Flagler Beach, and Flagler Beach CRA
Advertisement for Bids
Stop Bar Repainting and CRA Crosswalk Striping
Repainting Bid No. FB-24-1806**

Category A Project Description:

The project requires the contractor to repaint all stop bars within the city limits.

The project is required to be up to Florida Department of Transportation (FDOT) standards related to material specifications thermoplastic paint with reflective beads or updated FDOT current standards.

Each stop bar is typically twenty-four (24) inches wide.

Bids should be priced by linear feet.

Category B Project Description

The project requires restriping of twelve (12) inch crosslines on either side of decorative brick crosswalks within the Community Redevelopment Area.

The project is required to be up to Florida Department of Transportation (FDOT) standards related to material specifications thermoplastic paint with reflective beads or updated FDOT current standards.

Interested contractors may secure the, bid forms and other pertinent information by visiting the city website bid page: <http://www.cityofflaglerbeach.com/Bids.aspx>. Bid packages also may be obtained by registering with Demand Star at www.demandstar.com. Concerns or question can be addressed by contacting the City Clerk, Penny Overstreet at 386-517-2000 ext. 233 or poverstreet@cityofflaglerbeach.com

All applicants must be properly licensed and show proof of insurance, licenses, and certificates as required by all local, State of Florida, and Federal agencies. Successful applicants will obtain all required permitting as previously stated.

For further information, contact:

Penny Overstreet

City Clerk

(386) 517-2000, ext 233

Sealed Bids must be addressed to the attention of **Penny Overstreet, City Clerk**.

Sealed Bids must be received on or before **1:00 P.M. Tuesday, June 18, 2024**.

Sealed Bids must have the project title and bid number clearly marked on the outside of package.
(Utilize the prepared label on Page 2 of this bid package)

The City of Flagler Beach reserves the right to reject any and all Bids, to award all or segments of the project, and to waive any informality in Bids received, as may be in the best interest of the City.

INSTRUCTIONS FOR SUBMITTING A BID

A. Preparation:

1. Bidders are expected to examine this bid form, attached drawings, specifications, and all instructions. Failure to do so will be at the Bidder's risk.
2. All prices and notations must be in ink or typewritten. No erasures are permitted. Mistakes may be crossed out with corrections typed adjacent to, and must be initialed and dated in ink by the person signing the bid. All bids must be signed with the firm's name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
3. Each bidder shall furnish the information required on the bid form and each accompanying sheet thereof on which he or she makes an entry.
4. The complete unit price for each unit bid shall be shown. A total shall be entered in the amount column for each bid. In case of discrepancy between a unit price and extended price, the unit price represented will be presumed to be correct.

B. Questions regarding specifications or bidding process:

1. To ensure fair consideration for all Bidders, the City of Flagler Beach prohibits communication with any department or employee during the bid process, except as provided below.
2. All questions relative to an interpretation of specifications or the bid process shall be submitted by email (the preferred method): poverstreet@cityofflaglerbeach.com. Include the bid number in the subject line.
3. **Deadline for submittal of questions is Friday, June 7, 2024 5:00 p.m.**
4. Interpretations made to prospective bidders will be expressed in the form of an addendum to the specifications which, if issued, will be sent to all prospective bidders no later than 5:00 P.M. Wednesday, June 12, 2024.
5. It is the Bidder's responsibility to contact the City Clerk prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with the bid.

C. Submittal

1. In order for your bid to be deemed responsive and evaluated, fill out all forms. Failure to return all City-issued forms will result in your bid being disqualified.
2. This Request for Bids is separated into two Categories. **Category A** is for the Stop Bars Repainting portion of the Bid. **Category B** is for the CRA Crosswalk Striping Repainting portion of the Bid.
3. Bidders must ensure the totals for each Category are presented separately within the Bid document, but will be expected to perform construction of both jobs concurrently.
4. Bids must contain an original signature of an authorized representative of the company.
5. It is the Bidder's responsibility to ensure the bid is delivered at the proper time and location. Bids received after the bid opening time of **1:00 PM, Tuesday, June 18, 2024**, will not be accepted.
6. Submit one (1) original signed document and one (1) copy for a total of two (2) packages, and one (1) portable Drive USB (thumb drive) with a .pdf electronic copy.
7. Submit both in one sealed envelope with the bid number, title, and due date clearly labeled (Utilize the prepared label on Page 2 of this bid package) on the lower left-hand side of the envelope: FB-24-1806, Stop Bar Repainting and CRA Crosswalk Striping.

8. Services required must be performed in a manner that meets the requirements of the city and any federal, state or local funding agency such as FEMA, FHWA, EPA, HUD/ CDBG-DR, NRCS, CWCB or others when required. The successful bidder shall execute a City contract and comply with all requirements set forth in any addendums issued required to maintain eligibility or compliance for City secured funding from additional sources in the future. The Contractor shall maintain the required documentation for project reimbursement to the City, per federal guidelines, as requested by the City. The Contractor shall preserve all project records for a period of ten (10) City fiscal years after the final payment, or longer, where required by law. The Contractor shall be responsible for being knowledgeable and performing any and all services under this contract in accordance with the following governing regulations along with any and all other relevant Federal, State, and local laws, regulations, codes and ordinances:
9. All bidders are required to complete and submit a Certificate of Liability Insurance, the Public Entity Crime Statement, the Anti-Collusion Statement, Drug Free and Tie Bid Preference Statement.

Address your sealed envelope as follows:

For U.S. Mail: City of Flagler Beach City Clerk 105 South 2 nd Street Flagler Beach, Florida 32136	For all others: City of Flagler Beach City Clerk 105 South 2 nd Street Flagler Beach, FL 32136
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SCOPE OF WORK

Category A Project Description:

The project requires the contractor to repaint all stop bars within the city limits.

The project is required to be up to Florida Department of Transportation (FDOT) standards related to material specifications thermoplastic paint with reflective beads or updated FDOT current standards.

Each stop bar is typically twenty-four (24) inches wide.

Bids should be priced by linear feet.

Project Location:

The city is divided into three quadrants: North, South, and West. The project will encompass all quadrants with the exception of privately owned roads:

Bridgewater Subdivision (West side of the city).

Pebble Beach Subdivision (South side of the city).

Ocean Marina Drive (near N. 23rd Street).

Ocean Palm Villas South (near Golf Course, South end of City).

Category B Project Description

The project requires restriping of twelve (12) inch crosslines on either side of decorative brick crosswalks within the Community Redevelopment Area.

The project is required to be up to Florida Department of Transportation (FDOT) standards related to material specifications thermoplastic paint with reflective beads or updated FDOT current standards.

Each crossline is twelve (12) inches wide.

Bids should be priced by linear feet.

Crosslines



Project Location:

Decorative crosswalks are located within the above boundary map extending from South 9th Street up to North 5th Street in the highlighted areas. Flagler Avenue South and North, as well as A1A from South 8th Street to North 9th street are excluded. Please view map marked in red on the following page.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

FLAGLER BEACH COMMUNITY REDEVELOPMENT AREA

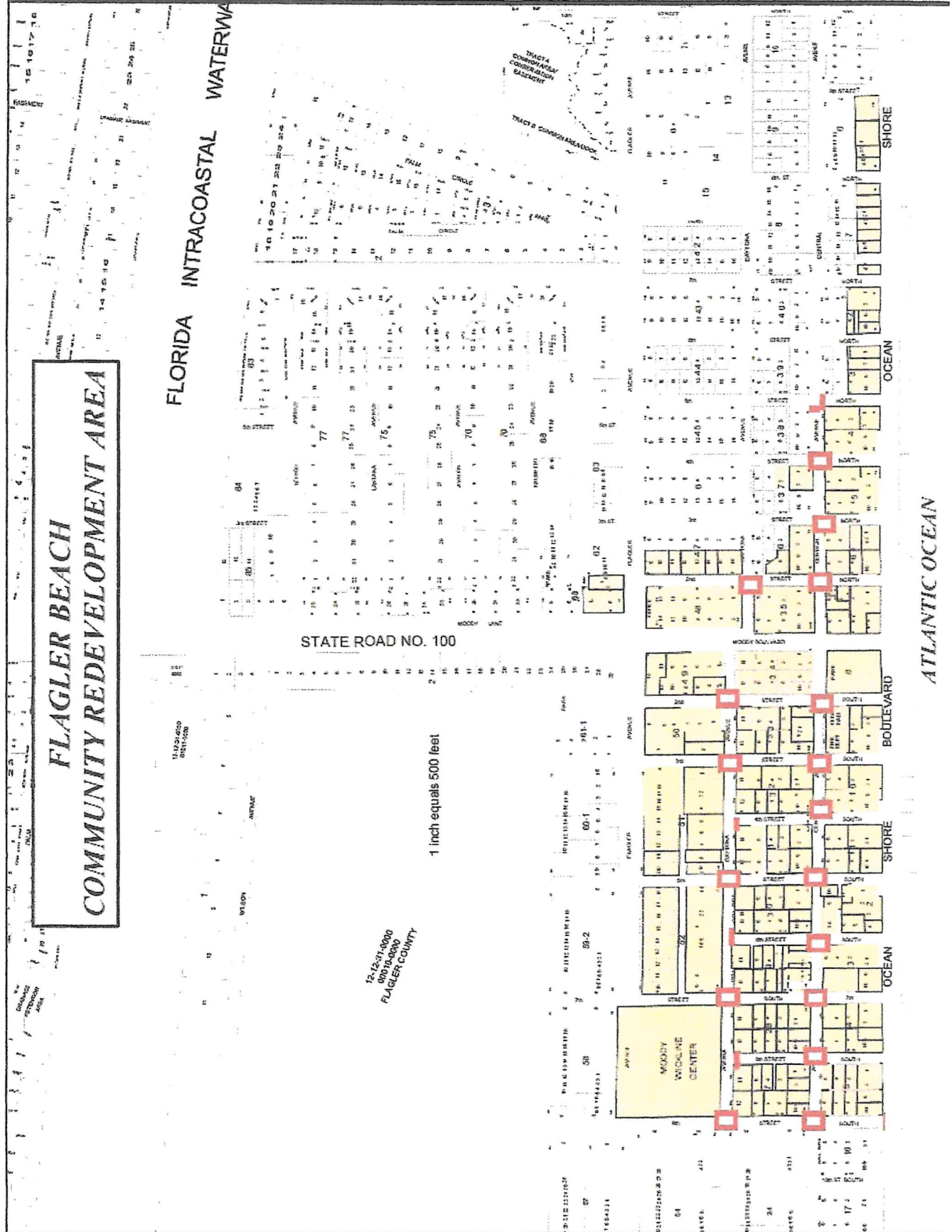
FLORIDA INTRACOASTAL WATERWAY

STATE ROAD NO. 100

1 inch equals 500 feet

12-12-31-0000
0001-0000
FLAGLER COUNTY

ATLANTIC OCEAN



GENERAL CONDITIONS

BIDDER: To ensure acceptance of the bid, follow these instructions.

1. EXECUTION OF BID: Bid must contain a manual signature of an authorized representative in the space provided.

2. SEALED BIDS: All bids must be submitted in a sealed envelope. The face of the envelope shall contain the date and time of the bid opening and the bid number. Bids not submitted on the City of Flagler Beach bid forms may be rejected. All bids are subject to the conditions specified herein and on any attached sheets, specifications, special conditions or vendor notes.

3. BID OPENING: Shall be public, on the date and at the time specified on the bid form. It is the bidder's responsibility to assure that the bid is delivered at the proper time and place of the bid opening. Bids that for any reason are not so delivered will not be accepted. Offers by telephone for a sealed bid cannot be accepted.

4. PRICES, TERMS, and PAYMENT: All prices must be firm for the delivery schedule quoted herein. Bids stipulating "Price in effect at time of shipment" or other similar conditions will be considered not responsive to the bid invitation and will not be accepted.

All prices shall be quoted F.O.B. delivered to City of Flagler Beach Department unless otherwise stipulated in the bid invitation.

It is the policy of the City of Flagler Beach to make payment of invoices in time to earn any offered cash discounts. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the Finance Department office, whichever is later.

5. TAXES: The City of Flagler Beach does not pay Federal excise and State sales taxes. Our tax exemption number is found on all Purchase Orders.

6. POLITICAL SUBDIVISIONS: Under Florida Law, prices contained in the State Contracts shall be available to the City of Flagler Beach, who might wish to purchase under a State Purchase Contract. The City of Flagler Beach therefore reserves the right to purchase any commodities from a State Purchase Contract if it is in the best interest of the City of Flagler Beach.

7. MISTAKES: Bidders are expected to examine the specifications, delivery schedules, bid prices, and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk.

8. CONDITION and PACKAGING: It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of this bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

9. SAFETY STANDARDS: Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder.

10. MARKING: Each individual container shall be marked with the brand name of the product, quantity, and the name and address of the manufacturer. Each shipping container shall include the name of the vendor and must also clearly indicate the City of Flagler Beach Order number.

11. INVOICE and PAYMENT: The supplier shall be paid upon submission of invoices to: City of Flagler Beach, ATTN: Accounts Payable, 105 S. 2nd Street, Flagler Beach, FL, 32136. Invoices are to be billed at the prices stipulated on the purchase order and as outlined in this bid. All invoices must show the City of Flagler Beach Purchase Order number.

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

13. AWARDS: As the best interest of the City of Flagler Beach may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof, with one or more suppliers; to reject any or all bids or waive any informality or technicality in bids received.

14. INSPECTION, ACCEPTANCE, and TITLE: Inspection and acceptance will be at destination unless otherwise stipulated. Title and risk of loss or damage to all items shall be the responsibility of the shipper (vendor) until accepted by the using department of the City of Flagler Beach, unless loss or damage results from the negligence by the City of Flagler Beach or its Departments.

15. DISPUTES: In case of any doubt or differences of opinion as to the items to be furnished hereunder, the decision of the City of Flagler Beach City Clerk shall be final and binding on both parties.

16. LEGAL REQUIREMENTS: Federal, State, City of Flagler Beach, and local laws, ordinances, rules and regulations that in any manner affect the item(s) covered herein apply. Lack of knowledge by the bidder will in no way be cause for relief from responsibility.

17. LIABILITY: The vendor shall hold and save the City of Flagler Beach, its officers, agents, and employees harmless from liability of any kind in the performance of or fulfilling the requirements of the Purchase Order which may result from this bid.

NOTE: ANY AND ALL SPECIAL CONDITIONS ATTACHED HERETO WHICH MAY VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

SPECIAL CONDITIONS

1. BID DEADLINE:

Bids must be submitted no later than the specified bid opening date and time. Bids received after the specified date and time will not be accepted. Faxed bids will not be accepted.

2. BID BONDS:

Bid Bonds are not required for this project.

3. PAYMENT AND PERFORMANCE BONDS:

Unless it is deemed unnecessary by the City Manager, a contractor or vendor shall provide a surety bond of at least 100% of the total contract price from a surety company authorized to do business in Florida to guarantee the full and faithful performance of its contractual obligations and the payment of labor and material expended pursuant to the contract.

4. PRICING:

Firm prices shall be bid and include FOB destination, all packing, handling, shipping charges and delivery to any point within the City of Flagler Beach to a secure area or inside delivery.

5. PREPARATION AND SUBMISSION OF BID:

Each Vendor shall submit Bid Prices on this documentation in the proper spaces and substitutions on which the vendor bids. Any erasures or other corrections in the Bid must be explained or noted over the signature of the Vendor. Bids containing any conditions or irregularities of any kind may be rejected by the Owner. It is the intention of the city to award this bid based on the low total bid price meeting all specifications.

6. MANUFACTURERS' NAME AND APPROVED EQUIVALENTS:

Manufacturers' names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder may offer any brand

for which he is an authorized representative, which meets or exceeds the specifications for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturers' name and catalog number. Bidder shall submit with his bid cuts, sketches, and descriptive literature and/or specifications. The bidder should also explain in detail the reason(s) why and submit proof that the proposed equivalent will meet the specifications and not be considered an exception thereto. The City of Flagler Beach Commission reserves the right to be the sole judge of what is equal and acceptable. Bids which do not comply with these requirements are subject to rejection. If bidder fails to name a substitute it will be assumed that he is bidding on, and he will be required to furnish goods identical to, the bid standard.

7. MEETING SPECIFICATIONS:

All items quoted must comply with the specifications. If you are taking exception, indicate those exceptions as stated on the Bidder's Certification Form

8. PENALTIES: BIDS MAY BE REJECTED AND/OR VENDOR(S) DISQUALIFIED FOR THE FOLLOWING REASONS:

- Failure to perform according to contract provisions.
- Conviction in a court of law of any criminal offense in connection with the conduct of business.
- Evidence of a violation of any federal or state anti-trust law based on the submission of bids or proposals, or the awarding of contracts.
- Evidence that the vendor has attempted to give a Commission employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Commission's purchasing activity.
- Other reasons deemed appropriate by the City of Flagler Beach Commission.

9. RECEIPT AND OPENING OF BIDS:

Bids will be opened publicly at the time and place stated in the Invitation to Bid. The person whose duty it is to open them will decide when the specified time has arrived and no bids received thereafter will be considered. No responsibility shall be attached to any person for the premature opening of a Bid not properly addressed and identified. At the time fixed for the opening of bids, the contents of the bid form will be made public for the information of vendors and other interested parties who may be present either in person or by representative.

10. REJECTION OF BIDS/PROPOSALS:

The City of Flagler Beach reserves the right to reject any and/or all Bids when such rejection is in the best interest of the City.

11. AMENDMENT OF THE INVITATION TO BID:

It is the bidders' responsibility to contact the City Clerk prior to submitting a proposal to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda with the RFP. The failure of a bidder to submit acknowledgement of any addenda that affects the RFP price(s) is considered a major irregularity and will be cause for rejection of the bid.

The City of Flagler Beach reserves the right to consider the omission of any addendum as cause for rejection of the RFP/Bid submittal.

12. WITHDRAWAL OF BIDS:

Bids may be withdrawn by written request received from Vendors prior to the time fixed for opening. Negligence on the part of the Vendor in preparing the Bid confers no right for the withdrawal of the bid after it has been opened.

13. AWARD OF BIDS:

The bid will be awarded as soon as possible to the lowest and/or best value responsive, responsible bidder meeting all specifications. The City of Flagler Beach reserves the right to waive any informality in bids and to award a bid in whole or in part when either or both conditions are in the best interest of the City. The City shall award all Bids per the City of Flagler Beach Purchasing Policy. The City does not award publicly funded contracts to those who knowingly employ unauthorized alien workers in violation of section 274A(e) of the Immigration and Naturalization Act, 8 United States Code s1324a(e). Such employment deprives legal workers of job opportunities. Violation of section 274A(e) shall be grounds for unilateral cancellation of the contract, agreement, bid or quote for purchase of services and goods by the City of Flagler Beach.

14. BID CHALLENGE:

Any bid award recommendation may be challenged administratively on the grounds of irregularities in the bid procedure, or the evaluation of the bid. Such notice of intent of bid challenge shall be made in writing and delivered to the City within 72 hours after receipt of the intended recommendation of award in the City Clerk's Office. A formal written bid challenge shall be filed within 5 working days in the City Clerk's Office after the date in which the notice of intent of bid challenge has been submitted. Failure to file a timely notice of intent of bid challenge or failure to file a timely formal written bid challenge shall constitute a waiver of all administrative rights granted under this section. At the time fixed for the opening bids, the contents of the Bid Form will be made public for the information of vendors and other interested parties, who may be present either in person or by representatives. This section confers no judicially enforceable rights. Its sole purpose is to give unsuccessful bidders a formalized opportunity to complain about the process.

15. CANCELLATION:

The contract with the successful bidder may be terminated by the City of Flagler Beach without cause by giving a minimum of thirty (30) days written notice of intent to terminate. Contract prices must be maintained until the end of the thirty (30) day period. The City of Flagler Beach may terminate the contract at any time as a result of the contractor's failure to perform in accordance with these specifications and applicable contract. The city may retain/withhold payment for nonperformance if deemed appropriate to do so by the city.

16. COMMUNICATION

There shall be **no communications** between the Vendor, their employees or subcontractors concerning this project to anyone within the City of Flagler Beach, including but not limited to, all City employees and elected officials (hereafter referred to as "City Representative"), except through the City Clerk.

Any attempt to communicate with any City Representative outside the City Clerk's Department will be considered a violation of the Purchasing Policy and may result in the removal of your company from the bidders list for this project, and/or removal or suspension of your company from future bidders' lists.

17. PERIOD OF OFFER VALIDITY:

Proposals offered in this Bid must remain firm for a period of one hundred twenty days (120) days from the Bid opening date.

18. GUARANTEED DELIVERY (where applicable):

Delivery is required as soon as possible, and the guaranteed date of delivery (after receipt of Purchase Order) will be taken into consideration in making the award.

19. NON-PERFORMANCE:

Time is of the essence in this contract and failure to deliver within the time period shall be considered a default. In case of default, the City may procure the required equipment from other sources and hold the Contractor responsible for any excess costs occasioned thereby and may immediately cancel the contract.

20. LICENSES:

The contractor shall be responsible for obtaining and maintaining city or county occupational license and any licenses required pursuant to the laws of the City of Flagler Beach or the State of Florida. In furnishing the service or product to the City, the vendor shall comply with all federal, state and county rules, regulations and codes and their successors or amendments. Violation of such laws, rules, regulations and codes may be grounds for delaying or reducing the amount due, or in rescinding the contract, agreement, and bid or quote.

21. QUALIFICATIONS:

Bids will be considered from firms who have adequate personnel and equipment and who are so situated as to perform prompt service, who maintain the regular business hours of 8:00 AM to 5:00 PM, Monday through Friday, except for City holidays.

The City of Flagler Beach reserves the right to conduct an inspection of the bidder's facility and equipment prior to award of the Bid.

Proposals will be considered only from firms which are regularly engaged in the business as described in this Bid package; with a record of performance for a reasonable period of time, which have sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the service if awarded an Agreement under the terms and conditions stated herein. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practice in the industry and as determined by the City.

22. VENDOR'S PRODUCT OR SERVICES:

The vendor's product (if applicable) delivered to the City shall be free of all liens, claims or encumbrances, and the vendor warrant that it has a clear title to the product being delivered.

If the vendor is contracted to provide services, such services shall be fully satisfactory to the City as determined by the City.

The vendor shall provide the City with any data, reports or other information as required and requested by the City to enable it to utilize the product or service furnished by the vendor. In furnishing the service or product to the City, the vendor shall comply with all federal, state, and City laws, rules, regulations and codes and their successors or amendments. Violation of such laws, rules, regulations and codes may be grounds for delaying or reducing the amount due, or in rescinding the contract, agreement, bid or quote.

23. SATISFACTORY SERVICES

If the vendor is contracted to provide services, such services shall be fully satisfactory to the City as determined by the City.

24. TRAINING, REPORTS, DATA

The vendor shall provide the City with any data, reports or other information as required and requested by the City to enable it to utilize the product or service furnished by the vendor. At the convenience of and at no expense to City of Flagler Beach, the vendor may be required to provide training to City employees in the operation and maintenance of any item purchased unless otherwise specified.

25. PATENT / COPYRIGHT HOLD HARMLESS:

The bidder shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. Bidders shall, at their own expense, hold harmless and defend the City of Flagler Beach against any claim, suit, or proceeding brought against the City which is based on a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under this bid, constitute infringement of any patent or copyright of the United States. The bidder shall pay all damages and costs awarded against the City.

26. LEGAL COMPLIANCE

In furnishing the service or product to the City, the vendor shall comply with all Federal, State, and County laws, rules, regulations and codes and their successors or amendments. Violation of such laws, rules, regulations, and codes may be grounds for delaying or reducing the amount due, or in rescinding the Contract, Agreement, Bid or Quote.

27. PAYMENT AND PERFORMANCE BOND

Where required by the City, the vendor shall furnish a satisfactory performance and payment bond within thirty (30) calendar days after notification of the Bid award, unless a different time is agreed upon or specified by the City. Failure to furnish a bond within the required period shall be cause for rejection of the Bid and Bid deposit may be retained by the City as payment for damages.

28. LIABILITY:

The supplier shall hold and save the City of Flagler Beach, its officers, agents, and employees harmless against claims by third parties resulting from the supplier's breach of contract or the supplier's negligence, including all damages, costs, reasonable attorney's fees, paralegal fees, expert witness fees, consultant fees and any other litigation cost.

29. INSURANCE

Upon the award of a Bid, the City may require evidence that the vendor's operations are covered by personal injury insurance, property damage liability insurance, worker's compensation insurance, and/or insurance coverage as reasonably deemed necessary by the City. The vendor's insurance carrier is required to notify the City, in writing, at least thirty (30) days prior to termination of such coverage and this requirement shall be so stated on the evidence of insurance furnished by the vendor.

30. HOLD HARMLESS / INDEMNIFY:

The successful bidder hereby agrees to indemnify and save harmless the City, its officers, agents, and employees from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and costs of actions, including attorney's fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with the performance of the Agreement whether by act or omission of the bidder, its agents, servants, employees or others, or because of or due to the mere existence of the Agreement between the parties.

31. 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.

32. ALIEN WORKERS

City of Flagler Beach does not award publicly funded Contracts to those who knowingly employ unauthorized alien workers in violation of section 274A(e) of the Immigration and Naturalization Act. 8 United States Code §132a(e). Such employment deprives legal workers of job opportunities. Violation of section 274A(e) shall be grounds for unilateral cancellation of the Contract, Agreement, Bid or Quote for purchase of services and goods by City of Flagler Beach.

33. DISCRIMINATION

The vendor will not discriminate against any employee in the performance of this Agreement, or against any applicant for employment, because of race, creed, color, handicap, national origin, or gender.

34. CONFLICT OF INTEREST / STATEMENT OF NON-COLLUSION:

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

The bidder 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 RFP and that the bidder is not financially interested in, or otherwise affiliated in a business way with any other bidder on the same land or improvements.

35. DISPUTES:

The contract/agreement for this service/product will be conditioned on venue for any disputes being in the City of Flagler Beach Courts.

The vendor shall hold the City harmless from all claims, damages, costs, including reasonable attorney's fees, expert witness fees, consultant fees and litigation expenses, arising out of the vendor's delivery of the product or service to the City for acts of negligence by the vendor, its employees or its agents. The parties to the agreement hereby acknowledge that specific consideration has been given for this indemnity clause. To conform with F.S. 725.06 in the event the contract, agreement, bid or quote involves a construction project within the meaning of the statute, the City is providing a specific consideration to the vendor of one dollar (\$1.00) paid in hand which vendor hereby accepts as fulfilling the obligations of the statute. The City Commission reserves the right to reject any or all proposals, to waive informalities, and to accept all or any part of any proposals as may be deemed to be in the best interest of the City.

36. NON-APPROPRIATION CLAUSE

City of Flagler Beach is obligated only to the extent that funds are included in the City's fiscal year budget.

Should the City not include funds for this expense the Agreement is null and void.

37. FLORIDA PROMPT PAYMENT

Late payments of any sum due by City of Flagler Beach shall be in accordance with the Florida Prompt Payment Act applicable to local governments.

The City retains the right to reject any product or service with which it is not completely satisfied and may in such situations withhold payment until the product or service is made acceptable, or may reduce the amount it owes under the contract, agreement, bid or quote, or may rescind the contract, agreement, bid or quote. City is obligated only to the extent that funds are included in the City's fiscal year budget. Should the City not include funds for this expense the agreement is null and void.

38. WAIVER

No waiver by the City for any right or remedy granted hereunder and no failure by the City to insist on strict performance shall affect or extent or act as a waiver of any other right or remedy of the City hereunder, nor shall it affect the subsequent exercise of the same right or remedy by the City for any further or subsequent default by the vendor.

39. CONTRACT ASSIGNMENT

No Contract, Agreement, Bid or Quote, nor any part thereof, shall be assigned or delegated without the City's advance written consent. Such consent shall neither relieve the vendor from its obligations nor change the terms of the Agreement. If the City consents to assignment, the vendor agrees to include in the subcontract a provision that the subcontractor shall hold the City harmless against all claims of whatever nature arising out of the subcontractor's performance of work.

40. PUBLIC ENTITY CRIMES STATEMENT:

Bidders must complete and return with Bid/Proposal the Sworn Statement on Public Entity Crimes Pursuant to Section 287.133(3) (a), Florida Statutes.

41. ADDITIONAL TERMS AND CONDITIONS:

The City of Flagler Beach reserves the right to reject bids containing any additional terms or conditions not specifically requested in the original conditions and specifications.

42. PUBLIC RECORDS LAW

Insofar as this Agreement may delegate governmental or legislative functions to a private entity, and the private entity would be subject to public records laws codified in Chapter 119, Florida Statutes, and the public meeting requirements codified in Chapter 286, Florida Statutes, the vendor acknowledges familiarity with the above-referenced statutes and agrees to comply with the same unless the public records are specifically exempted or the meeting is specifically not subject to the provisions of Chapter 286, Florida Statutes. The city may unilaterally cancel this Agreement for any improper refusal by provider to hold a meeting or provide public access to public records as required by Chapter 119, Florida Statutes, made or received by the provider in conjunction with this Agreement.

43. LIQUIDATED DAMAGES:

The completion of this project is critical to the City of Flagler Beach. For this reason, the Contractor shall pay damages to City of Flagler Beach \$75.00 per calendar day past the contracted substantial or final completion schedule.

LOCAL BUSINESS VENDOR PREFERENCE

In accordance with Ordinance No. 2010-04 and Chapter 2, Article IX, Section 2-313 of the Flagler Beach City Code, preference is shown to local businesses, i.e., vendors, contractors, or service providers, as follows:

Sec. 2-313. Local preference.

(a) *Definition of local business.* "Local business" as used herein shall mean a business that meets the following criteria:

- (1) Has a verifiable fixed office or distribution point and has had, for at least one (1) year prior to bid or proposal opening date, a street address, which shall not be interpreted to mean a post office box, in the City of Flagler Beach or a political jurisdiction located within Flagler County, Volusia County, Putnam County or St. Johns County that has been extended reciprocity pursuant to the terms of this section;
- (2) Possesses all business licenses required by law;
- (3) Has paid, for at least one (1) year prior to bid or proposal opening date, its local business tax to the City of Flagler Beach or a jurisdiction located within Flagler County, Volusia County, Putnam County or St. Johns County that has been extended reciprocity pursuant to the terms of this section;
- (4) Has a staff comprised of employees and not independent contractors or borrowed or leased employees;
- (5) Is not a joint venture or partnership unless all members or partners of the joint venture or partnership meet the criteria of (1) through (4) above; and
- (6) Is the principal offeror on the subject proposal.

(b) *Submittal of verification of local business status.* A local business desiring to receive the local business preference shall submit all information necessary to verify its status as a local business upon submitting any bid, response to request for qualifications, letter of interest, or other proposal to the city.

(c) *Local preference in purchasing and contracting.*

- (1) In bidding for, or letting contracts for procurement of, supplies, materials, equipment and services as described in the purchasing policies of the city, the city commission, or other authorized purchasing authority, may give a preference to local businesses in making purchases or awarding contracts in an amount not to exceed:
 - a. Five (5) percent of the local business' total bid price for procurement activities in amounts less than five hundred thousand dollars (\$500,000.00); or

b. Three (3) percent of the local business' total bid price for procurement activities in amounts over five hundred thousand dollars (\$500,000.00);

(2) The total bid price shall include not only the base bid price, but also all alterations to that base bid price resulting from alternates which were both part of the bid and actually purchased or awarded by the city commission or other appropriate authority.

(3) In the case of requests for proposals or qualification, letters of interest, or other solicitations and competitive negotiations and selections in which objective factors are used to evaluate the responses, local businesses shall be assigned five (5) percent of the total points of the total evaluation points.

(d) *Exceptions to local preference policy.*

(1) The procurement preference set forth in this section shall not apply to any of the following purchases or contracts:

a. Goods or services provided under a cooperative purchasing agreement or inter-local agreement;

b. Purchases or contracts which are funded, in whole or in part, by a governmental entity and the laws, regulations, or policies governing such funding prohibit application of that preference;

c. Purchases made or contracts let under emergency or noncompetitive situations, for litigation related legal services, or sole source provider contracts;

d. Any contracts governed by the Consultants' Competitive Negotiations Act; or

e. Purchases with an estimated cost of five thousand dollars (\$5,000.00) or less.

(2) Application of local preference to a particular purchase, contract, or category of contracts for which the city commission is the awarding authority may be waived upon written justification and recommendation by the city manager and approval of the city commission.

(3) The preference established in this section does not prohibit the right of the city commission or other purchasing authority to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms, or corporations submitting bids or proposals.

(4) The bid preference established in this ordinance does not prohibit the city commission, or other authorized purchasing authority, from giving any other preference permitted by law in addition to the preference authorized in this section.

(e) *Reciprocity.* For purposes of this section, reciprocity shall be extended to any business located within the jurisdictional boundaries of any political jurisdiction of Flagler County, Volusia County, Putnam County or St. Johns County and such business shall be given the same preference as given to local businesses in the City of Flagler Beach if:

(1) Such business meets the criteria set forth in subsections (a)(1)— (6) above as to the subject political jurisdiction; and

(2) The subject political jurisdiction extends to businesses located in the City of Flagler Beach the same preference it extends to businesses located within its own jurisdictional boundaries.

(f) *Application and enforcement of preference policy.*

(1) The local preference policy established in this section shall apply to new contracts and procurements solicited after the effective date of this section.

(2) This section shall be implemented in a fashion consistent with otherwise applicable city purchasing policies and procedures.

(g) *Promulgation of rules.*

(1) The city manager is hereby authorized to adopt administrative rules supplemental to the provisions of this section as deemed necessary and appropriate to implement the provisions of this section.

(2) The provisions of this section and the rules adopted by the city manager shall be provided to potential bidders, vendors and contractors to the widest extent practicable.

Certification: The Bidder hereby certifies that it is a "Local Business" as defined above and that copies of the business license and local business tax receipt have been attached.

BUSINESS NAME IN FULL: _____

ADDRESS: _____

CITY: _____ STATE _____ ZIP CODE _____

AUTHORIZED SIGNATURE: _____

PRINTED SIGNATURE: _____

TITLE: _____ DATE: _____

DRUG FREE / TIE PREFERENCE STATEMENT

In the event of a tie bid, preference is given to vendors submitting with their bid, certification that they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and became effective January 1, 1991. The Special Conditions follow:

Identical Tie Bids. Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction, or plea of guilty, or nolo contendere, to any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory completion of participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.



VENDOR'S SIGNATURE

6/12/2024

DATE

INSURANCE REQUIREMENTS

1. The Contractor shall obtain and maintain such insurance as will protect it from claims under worker's compensation laws, disability benefit laws, or other similar employee benefit law; claims for damages because of bodily injury, occupational sickness or disease death of his employees including claims insured by usual personal injury liability coverage; claims for damages because of bodily injury, sickness or disease or death of any person other than its employees including claims insured by usual personal injury liability coverage; and from claims for injury to or destruction of tangible personal property including loss of use resulting therefrom – any or all of which claims may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the Contract Documents, whether such services, work and operations be by the Contractor, its employees, or by Subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.
2. This insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.
3. The Contractor shall require, and shall be responsible for assuring throughout the time the Agreement is in effect, that any and all of its Subcontractors obtain and maintain until the completion of that Subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.
4. The Contractor shall require the insurance agent/broker to provide replacement certificates of insurance on a timely basis, but no later than five (5) days prior to policy termination.
5. The Contractor shall obtain and maintain the following insurance coverages as provided hereinbefore and, in the type, amounts and in conformance with the following minimum requirements:
 - a. Florida Statutory worker's compensation and employer's liability with minimum limits of \$500,000.00, whether required by Chapter 440, Florida Statutes, or not. Contractor and Subcontractors may provide a valid certificate of exemption issued by the State of Florida in lieu of workers' compensation insurance coverage.
 - b. Commercial general liability with minimum combined single limits of \$1,000,000.00, including coverage parts of bodily injury, broad form property damage, personal property damage, personal injury, independent contractors, blanket contractual liability, and products completed operations. The exclusion for underground damage, explosion and collapse shall be removed through a policy endorsement. The Commercial General Liability policy's total pollution exclusion shall be removed by endorsement.
 - c. Automobile liability with minimum combined single limits of \$100,000.00 for all hired, owned and non-owned vehicles. The Automotive Liability policy's total pollution exclusion shall be removed by endorsement.
 - d. Excess umbrella liability with minimum limits of \$2,000,000.00 which are more restrictive than the underlying limits. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted. The umbrella policy shall mirror the Commercial General and Automobile Policies' coverage with respect to removal of the total pollution exclusion.
 - e. Professional liability insurance with minimum limits of \$500,000.00 for engineers and architects employed by the Contractor.
 - f. Builders risk insurance underwritten on the "all risks of physical loss" basis for replacement cost for the full value of the completed Project to cover the City and the Contractor as their interest may appear. An installation floater may be an alternative if appropriate to the Agreement.

Contractor/Vendor must provide certificate of current General Liability Insurance with a minimum of \$1,000,000 and Workman's Compensation Insurance as required by State Statute.

Policy must:

- Name City of Flagler Beach as an additional insured
- Proof of Insurance MUST be submitted with your bid. The successful bidder MUST provide the City of Flagler Beach Purchasing with the attached insurance document prior to of purchase order



Work Write – Up / Bid Form

Stop Bar Repainting and CRA Crosswalk Striping Repainting
Bid No. FB-24-1806

The work write-up / bid form is a general outline of the work to be performed including identification of alternate pricing. The base price of this project shall include:

DATE: 6/12/2024

TOTAL BASE BID CATEGORY A: \$ 64,080.00

TOTAL BASE BID CATEGORY B: \$ 27,480.00

DATE CONTRACTOR CAN BEGIN WORK: 3 weeks from today

TIME NEEDED TO COMPLETE PROJECT: 2 weeks

All work to be performed in a professional manner, in accordance with the project drawings, specifications, local codes, and manufacturer's specifications. The contractor shall be responsible for the repairs and/or reinstallation of materials, equipment, and fixtures which damaged or removed during the course of construction. All items must be cost itemized in the space provided or the bid will be rejected.

I hereby certify that I am licensed by the State of Florida, Department of Business and Professional Regulation.

CONTRACTOR'S SIGNATURE: 

CONTRACTOR'S PRINTED NAME: Melanie Clouse

CONTRACTOR'S BUSINESS ADDRESS: 1104 NW 50th Ave STE A
Gainesville FL 32609

CONTRACTOR'S PHONE NUMBER: 352-378-2636

THIS PAGE MUST BE INCLUDED WITH THE BID FOR IT TO BE VALID.

SIGNATURE PAGE

The undersigned hereby discloses he /she has carefully examined the specifications to furnish goods/services as described herein:

I certify that all prices, terms and conditions as stated in WORK WRITE-UP / BID FORM are correct.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder and that the bidder is in compliance with all requirements of the Invitation to Bid.

BID NO: FB-24-1806

BUSINESS NAME IN FULL: SnG Pavement Marking Inc.

ADDRESS: 1104 NW 50th Ave STE A

CITY: Gainesville STATE FL ZIP CODE 32609

TELEPHONE: 352-378-2636 FAX: _____

E-MAIL: melanie@sngpavementmarking.com

AUTHORIZED SIGNATURE: _____

PRINTED SIGNATURE: Melanie Clouse

TITLE: Project Manager

DATE: 6/13/2024

The City Commission of the City of Flagler Beach reserves the right to reject any or all bid/proposals, to waive informalities, and to accept all or any part of any bid as may be deemed to be in the best interest of the City.

SUBCONTRACTOR LIST

Bidders using their own workforce for all schedules may skip this section.

The Bidder acknowledges that each subcontractor has been fully investigated and has evidence each subcontractor has engaged successfully in his line of work for a reasonable period of time, and that the subcontractor maintains a fully equipped organization that is technically and financially capable of performing the work required.

List subcontractors below.

<u>Subcontract Work</u>	<u>Company Name</u>	<u>Address</u>	<u>\$ Amount</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

AUTHORIZED SIGNATURE

DATE

ADDENDUM ACKNOWLEDGEMENT

The undersigned acknowledges receipt of the following addenda to the Invitation to Bid
(Indicate number and date of each):

Addendum No. <u>1</u>	Date: <u>6/12/2024</u>
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____



AUTHORIZED SIGNATURE

6/13/2024

DATE

Failure to submit acknowledgement of any addendum that affects the pricing and / or scope is considered a major irregularity and may be cause for rejection of a bid.

BIDDER'S CERTIFICATION

I have carefully examined the Invitation to Bid, Instructions to Bidders, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation. I hereby propose to furnish the goods or services specified in the Invitation to Bid at the prices or rates quoted in my bid. I agree that my bid will remain firm for a period of up to one hundred twenty (120) days in order to allow the City adequate time to evaluate the bids. Furthermore, I agree to abide by all conditions of the bid.

I certify that all information contained in this bid is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this bid on behalf of the vendor / contractor as its act and deed and that the vendor /contractor is ready, willing and able to perform if awarded the contract.

I further certify that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any person, firm or corporation submitting a bid for the same product or service; no officer, employee or agent of the City of Flagler Beach or of any other bidder interested in said bid; and that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the bid.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the "work" will be performed in strict accordance with such requirements, and understands that any exceptions to the requirements of the specifications and documents may render the Bidder's Bid non-responsive.

NO EXCEPTIONS WILL BE ALLOWED AFTER THE BID IS SUBMITTED.

Please check one: I take NO exceptions. X I DO take exceptions. _____

Exceptions: _____

(If more space is needed, please attach additional pages as needed.)

AFFIDAVIT OF NON-COLLUSION

Melanie Clouse *, being first duly sworn, deposes and says that he (it) is the bidder in Bid No. FB-24-1806, Stop Bar Repainting and CRA Crosswalk Striping, that the only person or persons interested in said bid are named therein, that no officer, employee or agent of the City of Flagler Beach, or of any other bidder, is interested in said bid; and that affiant makes the above bid with no past or present collusion with any other person, firm or corporation.

Affiant: [Signature] Title: Project Manager

STATE OF FLORIDA

COUNTY OF Alachua

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online

notarization, this 18th day of June, 2024 by

Melanie Clouse, PM (name of officer or agent, title of officer or agent) of

Sn6 Pavement Marking, Inc. (name of corporation)

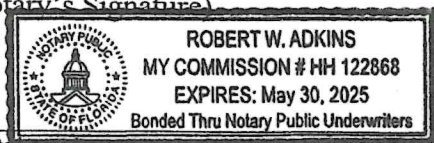
acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced

_____ (type of identification) as identification.

Notary Public - State of Florida

[Signature]
(Notary's Signature)

5-30-2025
(My Commission Expires)



(Printed, typed, or stamped commissioned name of Notary Public)

* State name of Bidder, followed by name of authorized individual and title, who is signing as Affiant. If Bidder is an individual, state name of Bidder only.

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

1. This sworn statement is submitted with Bid No. FB-22-1806 to the City of Flagler Beach,

2. by: SnG Pavement Marking Inc. at: 1104 NW 50th Ave STE A Gainesville FL 32609
(Business Name) (Business Address)

whose Federal Employer Identification Number (FEIN) is 59-2021622.

(If entity has no FEIN, provide the SSN of the individual signing this sworn statement.)

3. My name is Melanie Clouse and my relationship to the entity named
above is Project Manager.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

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

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

7. I understand that a "person" as defined in Paragraph 287.133(1) (e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors,

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

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

- ☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☒ the entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☒ the entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

[Signature]
(Signature)

6/12/2024
(Date)

STATE OF FLORIDA
COUNTY OF Alachua

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online

notarization, this 13th day of June, 2024 by

Melanie Clouse, PM (name of officer or agent, title of officer or agent) of

Snb Pavement Marking, Inc (name of corporation)

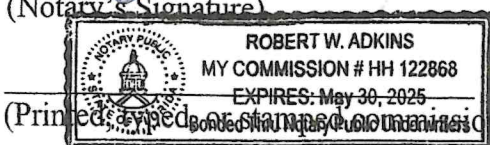
acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced

_____ (type of identification) as identification.

Notary Public - State of Florida

[Signature]
(Notary's Signature)

5-30-2025
(My Commission Expires)



(Printed, typed, or stamped name of Notary Public)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/12/2024

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

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

PRODUCER Bowen, Miclette & Britt of Florida, LLC 850 Concourse Parkway S Suite #105 Maitland FL 32751	CONTACT NAME: Michelle Rushing PHONE (A/C, No, Ext): 407-647-1616 FAX (A/C, No): 407-628-1635 E-MAIL ADDRESS: mrushing@bmbinc.com
INSURED SNG Pavement Marking, Inc. SNG Commercial Maintenance, Inc. 1104 NW 50th Ave Suite A Gainesville FL 32609	INSURER(S) AFFORDING COVERAGE INSURER A: Gemini Insurance Company INSURER B: Vantapro Specialty Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 796921649

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	VGGP007918	3/1/2024	3/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input 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	Y	Y	5087-1331-00	3/1/2024	3/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 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 \$ \$
	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				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

The following policy provisions and/or endorsements form part of the policies of insurance represented by this certificate of insurance. The terms contained in the policies and/or endorsements supersede the representations made herein. Electronic copies of the policy provisions and/or endorsements listed below are available by emailing Contact Person as shown above.

When required by written contract, those parties listed in said contract, including the Certificate Holder, are added as an Additional Insureds with respect to the General Liability and Auto Liability as afforded by the policy and/or endorsements.

When required by written contract, a Waiver of Subrogation, with respect to the General Liability and Auto Liability, is granted to those parties listed in said See Attached...

CERTIFICATE HOLDER**CANCELLATION**

City of Flagler Beach Building Department
105 South 2nd St.
Flagler Beach FL 32136

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**Page 1 of 1

AGENCY Bowen, Miclette & Britt of Florida, LLC		NAMED INSURED SNG Pavement Marking, Inc. SNG Commercial Maintenance, Inc. 1104 NW 50th Ave Suite A Gainesville FL 32609
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

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

contract, including the Certificate Holder.

The General Liability and Auto Liability, certified herein are primary and non-contributory to other insurance available, but only to the extent required by written contract.

RE: FB-24-1806 Stop Bar Repainting & CRA Crosswalk Striping Repainting

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization when you have agreed in a written and executed contract, prior to an "occurrence" that such person or organization be added as an additional insured on your policy	All locations for which you have agreed in a written and executed contract prior to an "occurrence"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

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

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

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization when you have agreed in a written and executed contract, prior to an "occurrence" that such person or organization be added as an additional insured to your policy.	All locations and completed operations for which you have agreed in a written and executed contract prior to an "occurrence".
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):

Any person or organization you have agreed in a written and executed contract prior to an "occurrence" that you would provide such person or organization a waiver of transfer of rights of recovery against others to us on your policy.

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

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

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

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

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other Commercial General Liability insurance available to an additional insured under your policy, but only if:

- (1) The additional insured is a Named Insured under such other Commercial General Liability insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other Commercial General Liability insurance available to the additional insured.

Coverage granted to an additional insured remains subject to all terms, conditions, limitations, and exclusions set forth in the endorsement form that conferred the additional insured status. In the event of conflict between this endorsement and an endorsement conferring additional insured status, then the endorsement conferring additional insured status shall govern the scope of coverage available to the additional insured.

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

1. ADDITIONAL INSURED BY CONTRACT OR AGREEMENT

A. SECTION II – COVERED AUTOS LIABILITY COVERAGE, paragraph A. Coverage, paragraph 1. Who Is An Insured, is amended by adding the following:

- (1) Any person or organization with respect to the operation, maintenance or use of a covered "auto" covered under this Policy, provided that you and such person or organization have agreed in a written contract or agreement, to add such person or organization to this Policy as an "insured".

However, such person or organization is and "insured":

- a. Only with respect to the operation, maintenance or use of a covered "auto" covered under this Policy;
- b. Only for "bodily injury" or "property damage" caused by an "accident" which takes place after you executed the written contract or agreement and during the policy period; and
- c. Only for the duration of the contract or agreement.

- (2) How Limits Apply – The most we will pay on behalf of an additional insured is the lesser of:

- a. The limits of insurance specified in the written contract or agreement between you and the person or organization you agreed to add as and additional insured; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

- (3) Additional Insureds Other Insurance – If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent you have agreed in a written contract or agreement with the additional insured that this insurance is primary and non-contributory with the additional insured's own insurance.

- (4) Duties In the Event Of An Accident, Claim, Suit Or Loss – If you have agreed in a written contract or agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in **SECTION IV – BUSINESS AUTO CONDITIONS, paragraph A. Loss Conditions, paragraph 2. Duties In the Event Of An Accident, Claim, Suit Or Loss**, in the same manner as the Named Insured.

2. HIRED AUTO PHYSICAL DAMAGE COVERAGE

A. SECTION III – PHYSICAL DAMAGE COVERAGE, paragraph A. Coverage, paragraph 4. Coverage Extensions, is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto"

you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit, deductible and conditions:

- (1) The most we will pay for "loss" to any hired "auto" is:
 - a. \$50,000; or
 - b. The actual cash value of the damaged or stolen property at the time of the "loss"; or
 - c. The cost of repairing or replacing the damaged or stolen property with other property of like kind,whichever is smallest, minus a deductible.
- (2) The deductible will be equal to the largest deductible applicable to any owned "auto" for Physical Damage Coverage.
- (3) Hired Auto Physical Damage coverage is excess over any other collectible insurance.
- (4) Subject to the above limit, deductible, and excess provisions, we will provide that Physical Damage Coverage applicable to any covered "auto" you own.
- (5) Subject to a maximum of \$1,000 per "accident", we will also cover the actual loss of use of the hired "auto" if it results from an "accident", you are legally liable, and the lessor incurs an actual financial loss.
- (6) This coverage extension does not apply to:
 - a. Any "auto" that is hired, rented or borrowed with a driver;
 - b. Any "auto" you hire or borrow from any of your "employees" or members of their household;
 - c. Any "auto" you hire or borrow from any of your partners or members of their household (if you are a partnership); or
 - d. Any "auto" you hire or borrow from any of your members or members of their household (if you are a limited liability company).

3. TOWING AND LABOR

- A. SECTION III – PHYSICAL DAMAGE COVERAGE, paragraph A. Coverage, paragraph 2. Towing And Labor,** is deleted in its entirety and replaced with the following:

We will pay towing and labor costs you have incurred, up to the limits shown below, for each classification of covered "auto" shown below, each time a covered "auto" classified below is disabled:

- (1) For private passenger type vehicles, we will pay up to \$50.00 per disablement.
- (2) For "light trucks", we will pay up to \$75.00 per disablement. "Light trucks" are trucks that have a gross vehicle weight of 10,000 pounds or less.

However, the labor must be performed at the place of disablement.

4. ACCIDENTAL AIRBAG DEPLOYMENT COVERAGE

- A. SECTION III – PHYSICAL DAMAGE COVERAGE, paragraph B. Exclusions, paragraph 3** is amended by adding the following:

This exclusion does not apply to the accidental discharge of an airbag.

Any insurance we provide for "loss" relating to the accidental discharge of an airbag shall be excess over any other collectible insurance or reimbursement by manufacturer's warranty.

5. LOAN/LEASE GAP COVERAGE

A. SECTION III – PHYSICAL DAMAGE COVERAGE is amended by adding the following:

In the event of a "total loss" to a covered "auto" owned or leased by you we will pay your additional legal obligation for any difference between the actual cash value of the covered "auto" at the time of "loss" and the "outstanding balance" of the loan or lease.

As used in this provision "outstanding balance" means the amount you owe under the terms of the loan or lease to which the damaged covered "auto" is subject at the time of the "loss" less the amount of the following:

- a. Overdue payments and financial penalties associated with those payments at the time of "loss";
- b. Financial penalties imposed under a lease due to high mileage, excessive use or abnormal wear and tear;
- c. Security deposits not refunded by the lessor;
- d. Cost for Extended Warranties and additional protections such as but not limited to Credit Life, Health, Accident or Disability Insurance purchased with the lease or loan;
- e. Carryover, transfer or rollover balances from previous loans or leases;
- f. Any amount representing taxes;
- g. Loan or lease termination fees;
- h. The dollar amount of any unrepaired damage that that occurred prior to the "total loss" of a covered "auto";
- i. All refunds payable or paid to you as a result of the early termination of a lease agreement or as a result of the early termination of any warranty or extended service agreement on a covered "auto"; and
- j. Final payment under a "balloon loan".

As used in this provision a "balloon loan" is a loan with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final *payment*.

B. For the purposes of this Loan/Lease Gap Coverage provision, SECTION V – DEFINITIONS is amended by adding the following Definitions:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value at the time of "loss".

A "balloon loan" is a loan with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final payment.

6. EXTENDED CANCELLATION CONDITION

A. COMMON POLICY CONDITIONS, paragraph A. – Cancellation condition applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation. This provision does not apply in those states which require more than 60 days' prior notice of cancellation.

7. VEHICLE WRAP COVERAGE

A. SECTION III – PHYSICAL DAMAGE COVERAGE, paragraph A. Coverage, 4. Coverage Extensions, is amended by adding the following:

In the event of a "total loss" to a covered "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, we will pay up to \$1,000.00 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of "total loss". Regardless of the number of autos deemed a "total loss", the most we will pay under this coverage extension for any one "loss" is \$5,000.00. For the purposes of this coverage extension, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

- B. For the purposes of this Vehicle Wrap Coverage provision, **SECTION V – DEFINITIONS** is amended by adding the following Definitions:

“Total loss” means a “loss” in which the cost of repairs plus the salvage value exceeds the actual cash value at the time of “loss”.

8. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

- A. **SECTION III – PHYSICAL DAMAGE COVERAGE**, paragraph B. **Exclusions**, subparagraphs 5.a. and 5.b. are deleted and replaced with the following:

Exclusions 4.c and 4.d do not apply to electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered “auto” at the time of the “loss” and such equipment is designed to be solely operated by the use of power from the “auto’s” electrical system, in or upon the covered “auto” and physical damage coverages are provided for the covered “auto”; or

- B. For the purposes of this Audio, Visual and Data Electronic Equipment Coverage provision, **SECTION III – PHYSICAL DAMAGE COVERAGE**, paragraph B. **Exclusions**, Paragraph 5 is amended by adding the following:

If the “loss” occurs solely to audio, visual or data electronic equipment or accessories used with this equipment, then our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$100 deductible.

All other terms and conditions of the Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: SNG Pavement Marking, Inc.

Endorsement Effective Date: 3/1/2024

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any person or organization whom you have agreed to include as an additional insured under a fully executed written contract or written agreement, provided that such was executed prior to an "accident", occurrence, loss, injury or damage.

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

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/12/2024

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

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

PRODUCER King Insurance Partners, LLC 643 SW 4th Ave Suite 210 Gainesville FL 32601		CONTACT NAME: Dave Turgeon PHONE (A/C, No, Ext): E-MAIL ADDRESS: dave.turgeon@king-insurance.com FAX (A/C, No):	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Southern Owners Insurance Co	
		INSURER B: FFVA Mutual Insurance Co	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL244950544 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			5325781101	04/06/2024	04/06/2025	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC840-0031078-2023A	12/22/2023	12/22/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000
A	Inland Marine			78199346	01/22/2024	01/22/2025	Equipment Limit \$390,282

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

CERTIFICATE HOLDER City of Flagler Beach 105 South 2nd Street Flagler Beach FL 32136	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Dave Turgeon
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