



AGREEMENT
to
UTILIZE LEAD AGENCY CONTRACT
for
ROOFING INSECTION, MAINTENANCE, AND REPAIR SERVICES

THIS IS AN AGREEMENT ("Agreement"), dated this ____ day of _____ 20____, by and between:

CITY OF OAKLAND PARK, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 1100 Park Lane East, Oakland Park, Florida 33334 ("**City**"),

and

ADVANCED ROOFING, INC., duly authorized to conduct business in the State of Florida, whose principal address is 1950 NW 22nd Street Ft. Lauderdale, Florida 33311, hereinafter "**CONTRACTOR**,"

City and **CONTRACTOR** may each be referred to herein as "party" or collectively as "parties".

WHEREAS, the City desires to enter into an agreement with the **CONTRACTOR** for the **CONTRACTOR** to provide **Roofing Inspection, Maintenance and Repair Services**; and

WHEREAS, the City Code provides authority for the City to select and contract through the use of the competitive bid process of another government entity as an exception to the otherwise required formal bidding process; and

WHEREAS, the parties wish to incorporate the terms and conditions of Bid No. 19-17-12-HR between **City of Cape Coral (Lead Agency)** and the **CONTRACTOR** for **Roofing Inspection, Maintenance and Repair Services**. The Lead Agency's contract is attached hereto as **Exhibit "A"** and incorporated herein; and

WHEREAS, the Parties agree to add the provisions of this Agreement to the Lead Agency's contract set forth herein; and

WHEREAS, **CONTRACTOR** has agreed to honor the prices and terms and conditions of the Lead Agency's contract; and

WHEREAS, the City desires to retain the services of **CONTRACTOR** by utilizing the Lead Agency's contract; and the City has reviewed the scope of services of the competitively bid solicitation and has determined that it can be used by the City; and,

WHEREAS, the Lead Agency's initial contract term was three (3) years for the period May 18, 2023, through May 17, 2026, with two (2) additional one (1) year renewal options; and,

WHEREAS, on April 27, 2026, the Lead Agency amended and renewed its contract for the first (1) year period through May 17, 2027, incorporating additional terms.

WHEREAS, at its meeting of _____, 20____, the City Commission approved this Agreement and authorized the proper City officials to execute this Agreement; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

Section 1. The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

Section 2. The prices, terms and conditions of the Lead Agency Contract shall govern the relationship between the City and CONTRACTOR, except as amended below:

- A. The Scope of Services for the Work ("Work") to be performed under this Agreement shall be as set forth in the Lead Agency award letter, except said Work shall be performed in and for the City.
- B. Estimates/proposals for Work shall be provided to and accepted by City prior to the commencement of Work.
- C. To the extent allowed by §725.08, Florida Statutes, the CONTRACTOR shall indemnify and hold harmless City and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of the Agreement.
- D. CONTRACTOR shall provide City with proof of insurance and bonding, when applicable, as required by the Lead Agency Agreement. CONTRACTOR hereby confirms that the City is named as an additional insured under the provisions of CONTRACTOR'S insurance.
- E. CONTRACTOR shall not commence the Work unless and until the requirements for insurance have been fully met by CONTRACTOR and appropriate evidence thereof, in the City's sole discretion, has been provided to and approved by the City.
- F. All payments shall be governed by the Local Government Prompt Payment Act as provided under §§218.70-.80, Florida Statutes.
- G. The term of this Agreement shall become effective upon award by the City and shall terminate on May 17, 2027.**
- H. In the event delivery is scheduled to end because of the expiration of this contract, CONTRACTOR shall continue to deliver/service upon the request of the Contract Administrator. The extension period shall not exceed 90 days beyond the expiration date of the existing contract. The CONTRACTOR shall be compensated for the product/service at the rate in effect when the extension clause is invoked by the City.

Section 3. In all other respects, the terms and conditions of the Lead Agency award letter are hereby ratified and shall remain in full force and effect under this "piggybacking" arrangement, as provided by the terms of this Agreement. All recitals, representations, and warranties of CONTRACTOR made in those documents are restated as if set forth fully herein, made for the benefit of the City, and incorporated herein

Section 4. Public Records.

A. Public Records: CONTRACTOR shall comply with The Florida Public Records Act as follows:

1. Keep and maintain public records in the CONTRACTOR's possession or control in connection with the CONTRACTOR's performance under this Agreement that ordinarily and necessarily would be required by the City in order to perform the service.
2. Upon request by City's records custodian, provide City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement.
4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of CONTRACTOR shall be delivered by CONTRACTOR to City, at no cost to City, within seven days. All records stored electronically by CONTRACTOR shall be delivered to CITY in a format that is compatible with City's information technology systems. Once the public records have been delivered to City upon completion or termination of this Agreement, CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
5. CONTRACTOR'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

**RENEE SHROUT, CITY CLERK
CITY OF OAKLAND PARK
1100 Park Lane East, 5th Floor
OAKLAND PARK, FL 33334
RENEES@OAKLANDPARKFL.GOV
954-630-4298**

Section 5. Scrutinized Companies.

- A. CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the CONTRACTOR or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

- B. If this Agreement is for more than one million dollars, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- C. The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- D. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

Section 6. Assignment. Neither party may assign its rights or obligations under this Agreement without the written consent of the other.

Section 7. Notice. Notice hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

For City: David Hebert, City Manager
 City of Oakland Park
 1100 Park Lane East
 Oakland Park, Florida 33334

Copy to: Donald J. Doody, City Attorney
 Goren, Cherof, Doody, and Ezrol, P.A.
 3099 E. Commercial Boulevard, Suite 200
 Fort Lauderdale, Florida 33308

For CONTRACTOR: Advanced Roofing, Inc.
 1950 NW 22nd Street
 Ft. Lauderdale, Florida 33311

Section 8. Severability. This Agreement sets forth the entire agreement between CONTRACTOR and City with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

Section 9. Governing Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute under this Agreement shall be an appropriate court of competent jurisdiction in Broward County, Florida.

Section 10. E-verify. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees.

Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- A. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- B. All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Oakland Park. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Oakland Park; and
- C. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

Section 11. Public Entity Crimes. Contractor hereby certifies that neither it, nor any person or affiliate of Contractor, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list. Contractor further understands and agrees that it is required to inform City immediately upon any change of circumstances regarding this status.

IN WITNESS OF THE FOREGOING, the parties have hereunto set their hands and seals on the dates written below.

ATTEST:

CITY OF OAKLAND PARK:

BY: _____
City Clerk

BY: _____
City Manager

APPROVED AS TO LEGAL FORM:

BY: _____
City Attorney

WITNESSED BY:

CONTRACTOR:

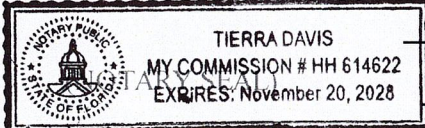
By: Tomara Martin
Tomara Martin

ADVANCED ROOFING, INC.
By: Robert P. Kornahrens
Title: Robert P. Kornahrens, President

STATE: Florida
COUNTY: Broward

Sworn to (or affirmed) and subscribed before me this 27th day of
May, 20 26, by: Robert P. Kornahrens.

Name of Person Making Statement

 Signature of Notary Public

Tierra Davis
Name of Notary Public (Typed, Printed, Stamped)

Personally Known: X OR Identification Produced: _____

Type of Identification Produced: _____

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

The undersigned is authorized to execute this affidavit on behalf of Entity.

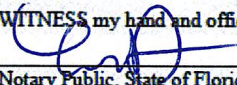
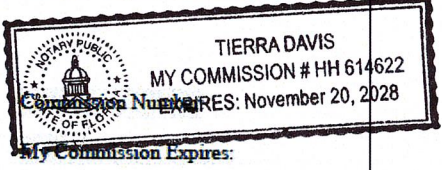
Date: May 27, 2026

Signed: 

Entity: Advanced Roofing, Inc.

Name: Robert P. Kornahrens

Title: President

<p>State of <u>Florida</u> County of <u>Broward</u></p> <p>On this <u>27</u> day of <u>May</u> <u>2026</u>, before me, the undersigned Notary Public, personally appeared <u>Robert P. Kornahrens</u> [name of signer(s)], who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.</p> <p>I certify under PENALTY OF PERJURY under the laws of the State of Florida that the foregoing paragraph is true and correct.</p> <p>WITNESS my hand and official seal.</p> <p><u></u> Notary Public, State of Florida Tierra Davis (Print Name of Notary)</p>	 <p>TIERRA DAVIS MY COMMISSION # HH 614622 Commission Expires: November 20, 2028 My Commission Expires:</p>
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**AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES,
CONTRACTING WITH FOREIGN ENTITIES OF CONCERN**

BEFORE ME, the undersigned authority, personally appeared (Name of affiant) Robert P. Kornahrens,
who, after being first duly sworn, deposes and states as follows:

1. **Affiant Identity:** Affiant is the (Title) President of (Business Name) Advanced Roofing, Inc. which does business in the State of Florida, hereinafter called the "Contractor."
2. **Contract Purpose:** This affidavit is submitted in connection with the contract titled Roofing Inspections, Maintenance and Repair Services between the Contractor and the City of Oakland Park, Florida ("City"), and is intended to comply with the requirements of Section 287.138, Florida Statutes, as amended.
3. **Statutory Background:** Section 287.138, Florida Statutes, prohibits governmental entities from entering into, extending, or renewing certain contracts with entities of concern, including:
 - Entities owned or controlled by the government of a foreign country of concern,
 - Entities organized under the laws of a foreign country of concern, or
 - Entities that are subsidiaries or affiliates of such entities, where such contracts would provide access to personal identifying information (PII) of individuals.
4. **Certification of Compliance:**
 - a. Contractor is not owned or controlled by the government of a foreign country of concern, as defined in Section 287.138(1), Florida Statutes.
 - b. Contractor is not organized under the laws of a foreign country of concern.
 - c. Contractor is not a subsidiary or affiliate of an entity described in paragraphs (a) or (b) above.
 - d. Contractor will not subcontract with, delegate to, or otherwise provide access to any entity that would violate the restrictions set forth in Section 287.138(3), Florida Statutes, in connection with this contract.
5. **Accuracy and Updates:** Contractor affirms that the representations in this affidavit are true and accurate as of the date of execution. Contractor agrees to notify the City immediately in writing if any representation becomes inaccurate during the term of the contract.

Signed and Delivered on this 27 day of May, 2026.

BY:


Signature of Affiant

Robert P. Kornahrens
Printed Name

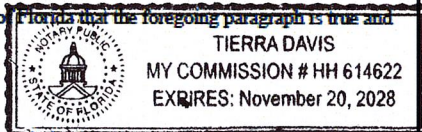
State of Florida
County of Broward

On this 27 day of May, 2026, before me, the undersigned Notary Public, personally appeared Robert P. Kornahrens [name of signer(s)], who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Florida that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public, State of Florida
(Print Name of Notary) Tierra Davis



Commission Number: _____

My Commission Expires: _____

City of Cape Coral
Roofing Inspection, Maintenance and Repair Services
RPW22137MM-A

THIS CONTRACT is made this 18th day of May, 2023 by and between the CITY OF CAPE CORAL, FLORIDA, hereinafter called "CITY", and **ADVANCED ROOFING, INC.**, doing business as a corporation located at 1950 NW 22nd Street, Fort Lauderdale, FL 33311, hereinafter called "CONTRACTOR".

WITNESSETH: For and in consideration of the payments and agreements mentioned hereinafter:

1. The CONTRACTOR will commence and complete the Roofing Inspection, Maintenance and Repair Services for the City of Cape Coral's properties in accordance with the Contract Documents.
2. The CONTRACTOR will furnish all the material, supplies, tools, equipment, labor and other services necessary for the completion of the project described in the Contract Documents.
3. The CONTRACTOR will commence work as required by the CONTRACT DOCUMENTS as stipulated in the written NOTICE TO PROCEED.
4. The CONTRACTOR agrees to perform all the WORK described in the CONTRACT DOCUMENTS for the prices and labor rates listed on the CONTRACTOR'S Official Bid Proposal Form during the term of the contract more specifically EXHIBIT A, attached as submitted.

The term of the contract to be awarded as a result of this proposal shall be for **three** years starting on the effective date and may be renewed for **two** additional, one-year periods upon mutual agreement by the City and the Contractor.

5. This agreement may be terminated by the CITY for its convenience upon thirty (30) days prior written notice to the CONTRACTOR. In the event of termination, the CONTRACTOR shall be paid as compensation in full for work performed to the day of such termination, an amount prorated in accordance with the work substantially performed under this agreement. Such amount shall be paid by the CITY after inspection of the work to determine the extent of performance under this agreement, whether completed or in progress.
6. The Term "Contract Documents" shall include this Contract, addenda, Contractor's Bid except when it conflicts with any other contractual provision, the Notice to Proceed, the Bonds, the Bid Package prepared and issued by the CITY, the General Conditions, the Specifications and Drawings, any Special Conditions, together with all Written Amendments, Change Orders, Work Change Directives or Field Orders. In the event of conflict between any provision of any other document referenced herein as part of the contract and this agreement, the terms of this agreement shall control.
7. **Assignment:** This agreement may not be assigned except with the written consent of the CITY, and if so assigned, shall extend and be binding upon the successors and assigns of the CONTRACTOR.
8. **Disclosure:** The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or other compensation contingent upon or resulting from the award or making of the agreement.
9. **Administration of Agreement:** The appropriate City Director or their representative shall administer this agreement for the CITY.
10. **Governing Law:** The validity, construction and effect of this Contract shall be governed by the laws of the State of Florida. All claim and/or dispute resolution under this Agreement, whether by mediation, arbitration, litigation, or other method of dispute resolution, shall take place in Lee County, Florida. More specifically, any litigation between the parties to this Agreement shall be conducted in the Twentieth

City of Cape Coral
Roofing Inspection, Maintenance and Repair Services
Contract #: RPW22137MM-A

Judicial Circuit, in and for Lee County, Florida. In the event of any litigation arising out of this Contract, each party shall be responsible to pay for its own reasonable costs and attorney's fees.

11. **Amendments:** No Amendments or variation of the terms or conditions of this agreement shall be valid unless in writing and signed by the parties.
12. **Payment Procedures:** CITY shall make payment and Contractor(s) shall be in receipt of all sums properly invoiced within thirty (30) days of the CITY's receipt of such invoice unless, within a fifteen (15) day period, CITY notifies Contractor(s) in writing of its objection to the amount of such invoice, together with CITY's determination of the proper amount of such invoice. CITY shall pay any undisputed portion of such invoice within such thirty (30) day period.

If CITY shall give such notice to the Contractor(s) within such fifteen (15) day period, such dispute over the proper amount of such invoice shall be resolved, and after final resolution of such dispute, CITY shall promptly pay the Contractor(s) the amount so determined, less any amounts previously paid by CITY with respect to such invoice. In the event it is determined that CITY has overpaid such invoice, the Contractor(s) shall promptly refund to the CITY the amount of such overpayment.

13. **Contractor's Representations:** In order to induce CITY to enter into the Agreement CONTRACTOR makes the following representations:

CONTRACTOR has been familiarized with the Contract Documents and the nature and extent of the work required to be performed, locality, local conditions, and Federal, State, and Local laws, ordinances, rules and regulations that in any manner may affect costs, progress or performance of the work.

CONTRACTOR has made or caused to be made examinations, investigations and tests and studies as deemed necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract, and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.

CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

CONTRACTOR has given CITY written notice of all conflicts, errors or discrepancies that have been discovered in the CONTRACT DOCUMENTS and the written resolution thereof by CITY is acceptable to CONTRACTOR.

14. **Indemnity:** The CONTRACTOR shall indemnify and hold harmless the CITY, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR and any persons employed or utilized by CONTRACTOR in the performance of this Contract.
15. **Other Provisions:** The CITY reserves unto itself sole authority to execute and authorize the issuance of change order(s), directives, or other documents to the CONTRACTOR which impact on or change the contract time or price. These actions by the CITY will be taken after due consideration of the recommendations and analysis of the ENGINEER. This provision supersedes any other contradictory provisions within the Contract Documents.
16. **Invalid Provision:** The invalidity or unenforceability of any particular provision of this agreement shall not affect the other provisions hereof, and the agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

City of Cape Coral
Roofing Inspection, Maintenance and Repair Services
Contract #: RPW22137MM-A

17. **Record Keeping:** The awarded bidder shall maintain auditable records concerning the procurement adequate to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with generally accepted accounting principles, and the City of Cape Coral reserves the right to determine the record-keeping method in the event of non-conformity. If a Public Construction Bond is required records shall be maintained for ten (10) years, after final payment has been made and shall be readily available to City personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes.

Records of the Contractor's personnel, sub-consultants, and the costs pertaining to the Project shall be kept in accordance with generally accepted accounting practices.

Contractor shall keep full and detailed accounts and financial records pertaining to the provision of services for the City. Prior to commencing work, Contractor shall review with and obtain the City's approval of the accounting procedures and records to be utilized by the Contractor on the Project. Contractor shall preserve the aforementioned Project records for a period of ten (10) years after final payment, or for such longer period as may be required by law.

18. **Public Record:** Pursuant to Florida Statute §287.058 (1) (c), this contract may be unilaterally cancelled by the City if the Consultant, refuses to allow public access to all documents, papers, letters, or other material made or received by the Consultant in conjunction with this contract, unless the records are exempt from disclosure.
19. **Public Construction Bond (if applicable):** Any Contractor entering into a contract for the construction of a public building or public work, or for any repairs upon a building or public work shall, before commencing work, execute, deliver to the City of Cape Coral, and record in the public records of Lee County, Florida, a public construction bond issued by a surety authorized to do business in the State of Florida. The amount of the bond shall be 100% of contract amount.
20. **Insurance:** Unless otherwise specified, Contractor shall, at its own expense, carry and maintain the following minimum insurance coverage, as well as any insurance required by law.
- a. **Workers' Compensation:** Submitting firm shall have Workers Compensation Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws. The policy must include Employer's Liability with a minimum limit of \$1,000,000.00 for each accident.
- b. **Comprehensive General Liability:** Shall have minimum limits of \$1,000,000 per occurrence, combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Premises and/or Operations, Independent Contractors and Products and/or Completed Operations, Broad Form Property Damage, and a Contractual Liability Endorsement.
- c. **Commercial Auto Liability:** Shall have minimum limits of \$1,000,000 per occurrence. Combined Single Limit for Bodily Injury and Property Damage Liability. This shall include Owned Vehicles, Hired and Non-Owned Vehicles, and Employees' Non-Ownership.
- d. **Certificate of Insurance:** The City of Cape Coral is to be specifically included as an additional insured on the General Liability policy and the contract number (RPW22137MM-A) shall be listed under the comments section. This does not pertain to Workers' Compensation.

In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be issued thirty (30) days prior to said expiration date.

The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy.

City of Cape Coral
Roofing Inspection, Maintenance and Repair Services
Contract #: RPW22137MM-A

The City of Cape Coral shall be named on the COI as additional insured on the General Liability. This does not pertain to Workers' Compensation. The Project Name and Number to also be listed. (Roofing Inspection, Maintenance and Repair Services – RPW22137MM-A).

Unless otherwise specified, it shall be the responsibility of the contractor to ensure that all subcontractors comply with the same insurance requirements spelled out above.

All certificates of insurance must be on file with and approved by the City of Cape Coral before the commencement of any work activities

21. **Annual Appropriation Contingency:** Pursuant to Florida Statute §166.241, the City's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Council. This Contract is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the City if the City Council reduces or eliminates appropriations.
22. **Immigration Affidavit Certification and E-Verify Validation:**
As a condition precedent to entering into this AGREEMENT, and in compliance with The Immigration and Nationality Act (INA), 8 U.S.C. Section 1324a(e) Section 274A(e) and Florida Statute State Section §448.095, Contractor or Consultant and their subcontractors shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021. The Employment Eligibility Verification System (E-Verify), is operated by the Department of Homeland Security in partnership with the Social Security Administration.

The following conditions must be met by all Contractors, Consultants and Subcontractors:

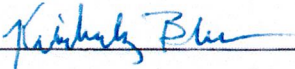
- a. Contractor or Consultant shall require each of its subcontractors to provide them with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor, Consultant or Bidder shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this AGREEMENT.
- b. The CITY, Contractor, Consultant, Bidder or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated The Immigration and Nationality Act (INA) contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) Section §448.09(1), Florida Statute or the provisions of this section shall terminate the contract with the person or entity.
- c. The CITY, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor or Consultant otherwise complied, shall promptly notify Contractor or Consultant and they shall immediately terminate the contract with the subcontractor.
- d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section §448.095(2)(d), Florida Statute. Contractor or Consultant acknowledges that upon termination of this AGREEMENT by the CITY for a violation of this section by Contractor or Consultant, that the Contractor or Consultant may not be awarded a public contract for at least one (1) year. Contractor or Consultant further acknowledges that Contractor or Consultant is liable for any additional costs incurred by the CITY as a result of termination of any contract for a violation of this section.
- e. **Subcontracts:** Contractor, Consultant or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor or Consultant shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

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Contract #: RPW22137MM-A


- 23. **Unauthorized Aliens:** The employment of unauthorized aliens by any Contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of any contract resulting from this ITB. This applies to any sub-contractors used by the Contractor aswell.
- 24. **Scrutinized Companies List:** Pursuant to 287.135 Florida Statute, s. 215.4725 and s. 215.473, companies contracting with public agencies are prohibited from contracting for good or services over one million (\$1,000,000) dollars that appear on the Scrutinized Companies List.
- 25. **Electronic Signatures:** The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed version of an original signature or electronically scanned and transmitted versions (e.g. via pdf) of an original signature.
- 26. **Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same instrument.
- 27. **Entire Agreement:** This Contract constitutes the entire and exclusive agreement between the parties and supersedes any and all prior communications, discussions, negotiations, understandings, or agreements, whether written or verbal.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed, by their duly authorized officials this Contract in one counterpart which shall be deemed an original on the date last signed as below written.


ATTEST:

Signature: 
Typed Name: Kimberly Bruns, CMC
Title: City Clerk


CITY:

CITY OF CAPE CORAL, FLORIDA
Signature: 
Typed Name: Michael Ilczyszyn
Title: Interim City Manager
Date: 5/18/2023

CITY LEGAL REVIEW:

 4/13/2023
For Dolores Menendez Date
City Attorney

CONTRACTOR:

ADVANCED ROOFING, INC.
Signature: 
Print Name: Bill Lester
Title: Branch Manager
Date: 4/24/23

Advanced Roofing, Inc

EXHIBIT A

Provide pricing for responding to annual inspection, routine maintenance, and any urgent and emergency requests for service. Urgent requests should be considered service response within twenty-four (24) hours. Emergency requests should be considered service response within four (4) hours

INSPECTIONS		
Rate (per SF)	Estimated Area (SF)	
\$.07	500,000-750,000	
\$.06	750,000-1,000,000	
\$.05	1,000,000-1,500,000	
UNSCHEDULED ROOF REPAIRS (METAL)		
Regular Hourly Rate	Emergency/Holiday/After Hours Rate	Estimated Hours Annually
\$ 70.00	\$ 80.00	200-250
UNSCHEDULED ROOF REPAIRS (Shingle, Tile, BUR, Membrane, etc)		
Regular Hourly Rate	Emergency/Holiday/After Hours Rate	Estimated Hours Annually
\$ 65.00	\$ 75.00	500-750
ADDITIONAL SERVICES (Major Repairs/Replacements, Non-Destructive Testing, etc)		
Manufacturer Material % Markup from cost		15 %
Other Material/Part % Markup from cost		15 %

"EXHIBIT B"

**CITY OF CAPE CORAL
RENEWAL #1 & AMENDMENT #1
ROOFING INSPECTION, MAINTENANCE AND REPAIR SERVICES
RPW22137MM-A**

Reference is made to the Contract entered into between the **CITY OF CAPE CORAL (CITY)** and **ADVANCED ROOFING (CONTRACTOR)** located at 1950 NW 22nd Street, Fort Lauderdale, FL 33311 for **ROOFING INSPECTION, MAINTENANCE AND REPAIR SERVICES**.

Renewal

By mutual agreement between the Contracting Parties, the bid and the Contract Award period is hereby renewed for an additional 1-year period effective **May 18, 2026, through May 17, 2027**.

Amendment

The contract is amended as follows:

Paragraph 12 is replaced in its entirety with:

12. **Payments:** CITY shall make payment and CONTRACTOR shall be in receipt of all sums properly invoiced within thirty (30) days of the City's receipt of such invoice. CITY shall pay contract amount of such invoice within such thirty (30) day period. If CITY shall give such notice to the CONTRACTOR within such fifteen (15) day period, such dispute over the proper amount of such invoice shall be resolved, and after final resolution of such dispute, CITY shall promptly pay the CONTRACTOR the amount so determined, less any amounts previously paid by CITY with respect to such invoice. In the event it is determined that CITY has overpaid such invoice, the CONTRACTOR shall promptly refund to the CITY the amount of such overpayment.

Payments by Electronic Funds Transfer: All payments made by the City of Cape Coral, Florida will be made by Direct Deposit (ACH) via electronic funds transfer. Paper checks will no longer be issued to new vendors. Every new vendor must register for direct deposit with the City by providing a "Vendor Authorization Agreement for Electronic Funds Transfer" form (ACH Form) to the City's Financial Services Accounting Division. It is strongly encouraged for current vendors to register for direct deposit with the City via Direct Deposit (ACH) Electronic Funds Transfer form. The form may be accessed on the City of Cape Coral website at:

<https://cms4files.revize.com/capecoralfl/Procurement/VENDOR%20EFT%20AUTHORIZATION%20-%20Updated%20Jan%202024.pdf>

Please contact the Procurement Division at the number shown on this solicitation document herein as the first point of contact for more information.

The link below will take you to the City of Cape Coral vendor Registration page:

https://www.capecoral.gov/department/financial_services/procurement/vendor_registration.php

Suppliers submitting a response to any solicitation are not required to be registered vendors or set up EFT payment prior to submitting their response. Suppliers do need to become register vendors and have the EFT payment form in place prior to the award of any contract.

**CITY OF CAPE CORAL
RENEWAL #1 & AMENDMENT #1
ROOFING INSPECTION, MAINTENANCE AND REPAIR SERVICES
RPW22137MM-A**

Paragraph 22 is replaced in its entirety with:

22. **E-Verify Validation:**

As a condition precedent to entering into this CONTRACT and in compliance with The Immigration and Nationality Act (INA), 8 U.S.C. Section 1324a(e) Section 274A(e) and Florida Statute State Section §448.095, Contractor or Consultant and their subcontractors shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021. The Employment Verification System (E-Verify) is operated by the Department of Homeland Security in partnership with the Social Security Administration.

A public agency must require in any contract that the contractor, and any subcontractor thereof, register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

Contractor must include E-Verify Memorandum of Understanding (MOU) Verification document.

The following provisions are hereby added to the contract:

28. **Prohibition Against Considering Social, Political, or Ideological Interests in Government**

Contracting: In accordance with Florida Statute 287.05701 the City may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor. An awarding body may not give preference to a vendor based on the vendor's social, political, or ideological interests

29. **Human Trafficking:** Pursuant to Florida Statute 787.06, when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in F.S. 787.06.

**CITY OF CAPE CORAL
RENEWAL #1 & AMENDMENT #1
ROOFING INSPECTION, MAINTENANCE AND REPAIR SERVICES
RPW22137MM-A**

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized representatives this Contract Amendment #1 and Renewal #1 in one counterpart which shall be deemed original.

FOR: THE CITY OF CAPE CORAL:

Signature: *Michael Ilczyszyn*

Printed Name: Michael Ilczyszyn

Title: City Manager

Date: 4/27/2026

FOR: ADVANCED ROOFING, INC.

Signature: *Robert P. Kornahrens*

Printed Name: Robert P. Kornahrens

Title: President

Date: 04.23.2026

(SEAL)
ATTEST:
Kimberly Bruns
Kimberly Bruns, MMC
City Clerk

LEGAL REVIEW
Aleksandr Boksner
Aleksandr Boksner, City Attorney
Date: 4/21/2026