

David Bange Roofing

Bid Contact **David Bange** Address **7000 sw 21st pl**
davidbange@gmail.com **davie, FL 33317**
Ph 954-850-8754

Qualifications PP-DRUGFREE PP-EQUAL PP-LBTR PP-LOCAL PP-SCRUTINIZED PP-SWORN PP-VENDORINFO PP-VOSB PP-W9

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
PSPW-19-15--01-01	Carl Shechter Community Center: Carl Shechter Community Center - Project Cost	Supplier Product Code:	First Offer - \$506,847.00	1 / project	\$506,847.00	Y Y
PSPW-19-15--01-02	Carl Shechter Community Center: Additional Work - Lightweight Concrete	Supplier Product Code:	First Offer - \$25.00	1 / square foot	\$25.00	Y
PSPW-19-15--01-03	Carl Shechter Community Center: Additional Work - Stucco Repair	Supplier Product Code:	First Offer - \$35.00	1 / square foot	\$35.00	Y
PSPW-19-15--01-04	Carl Shechter Community Center: Additional Work - Rotunda Tile Roof	Supplier Product Code:	First Offer - \$12.00	1 / square foot	\$12.00	Y
PSPW-19-15--01-05	Carl Shechter Community Center: Additional Work - Steel Deck Repair	Supplier Product Code:	First Offer - \$15.00	1 / square foot	\$15.00	Y
PSPW-19-15--01-06	Carl Shechter	Supplier Product Code:	First Offer - 5.00%	1 / project	5.00%	Y

Community **Code:**
 Center: Cost
 to Provide
 Payment and
 Performance
 Bond

Lot Total \$506,934.00

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
PSPW-19-15--02-01	Pines Recreation Center: Pines Recreation Center - Project Cost	Supplier Product Code: Supplier Notes: gutters and fascia included.	First Offer - \$15,352.00	1 / project	\$15,352.00	Y
PSPW-19-15--02-02	Pines Recreation Center: Additional Work - Wood Decking Repair	Supplier Product Code:	First Offer - \$12.00	1 / square foot	\$12.00	Y
PSPW-19-15--02-03	Pines Recreation Center: Cost to Provide Payment and Performance Bond	Supplier Product Code:	First Offer - 0.00%	1 / project	0.00%	Y

Lot Total \$15,364.00

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
PSPW-19-15--03-01	Pasadena Park Restrooms: Pasadena Park Restrooms - Project Cost	Supplier Product Code: Supplier Notes: gutters and fascia included	First Offer - \$7,664.00	1 / project	\$7,664.00	Y
PSPW-19-15--03-02	Pasadena Park Restrooms: Additional Work - Wood Decking	Supplier Product Code:	First Offer - \$12.00	1 / square foot	\$12.00	Y

Repair

PSPW-19-15--03-03	Pasadena Park Restrooms: Cost to Provide Payment and Performance Bond	Supplier Product Code:	First Offer - 0.00%	1 / project	0.00%	Y
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Lot Total \$7,676.00

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
PSPW-19-15--04-01	Studio 18 in the Pines: Studio 18 in the Pines - Project Cost	Supplier Product Code:	First Offer - \$108,571.00	1 / project	\$108,571.00	Y
PSPW-19-15--04-02	Studio 18 in the Pines: Additional Work - Lightweight Concrete	Supplier Product Code:	First Offer - \$25.00	1 / square foot	\$25.00	Y
PSPW-19-15--04-03	Studio 18 in the Pines: Additional Work - Stucco Repair	Supplier Product Code:	First Offer - \$35.00	1 / square foot	\$35.00	Y
PSPW-19-15--04-04	Studio 18 in the Pines: Additional Work - Steel Deck Repair	Supplier Product Code:	First Offer - \$15.00	1 / square foot	\$15.00	Y
PSPW-19-15--04-05	Studio 18 in the Pines: Cost to Provide Payment and Performance Bond	Supplier Product Code:	First Offer - 0.00%	1 / project	0.00%	Y

Lot Total \$108,646.00

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
PSPW-19-15--05-01	Eastside Maintenance Building: Eastside Maintenance Building - Project Cost	Supplier Product Code:	First Offer - \$43,120.00	1 / project	\$43,120.00	Y

PSPW-19-15--05-02	Eastside Maintenance Building: Additional Work - Stucco Repair	Supplier Product Code:	First Offer - \$35.00	1 / square foot	\$35.00	Y
PSPW-19-15--05-03	Eastside Maintenance Building: Cost to Provide Payment and Performance Bond	Supplier Product Code:	First Offer - 0.00%	1 / project	0.00%	Y
Lot Total					\$43,155.00	
Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
PSPW-19-15--06-01	Bright Beginnings Preschool: Bright Beginnings Preschool - Project Cost	Supplier Product Code:	First Offer - \$121,750.00	1 / project	\$121,750.00	Y
PSPW-19-15--06-02	Bright Beginnings Preschool: Additional Work - Steel Deck Repair	Supplier Product Code:	First Offer - \$15.00	1 / square foot	\$15.00	Y
PSPW-19-15--06-03	Bright Beginnings Preschool: Additional Work - Stucco Repair	Supplier Product Code:	First Offer - \$35.00	1 / square foot	\$35.00	Y
PSPW-19-15--06-04	Bright Beginnings Preschool: Cost to Provide Payment and Performance Bond	Supplier Product Code:	First Offer - 0.00%	1 / project	0.00%	Y
Lot Total					\$121,800.00	
Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
PSPW-19-15--07-01	FSU Charter	Supplier Product	First Offer - \$198,321.00	1 / project	\$198,321.00	Y

	School B Building: FSU Charter School B Building - Project Cost	Code:				
PSPW-19-15--07-02	FSU Charter School B Building: Additional Work - Steel Deck Repair	Supplier Product Code:	First Offer - \$15.00	1 / square foot	\$15.00	Y
PSPW-19-15--07-03	FSU Charter School B Building: Additional Work - Stucco Repair	Supplier Product Code:	First Offer - \$35.00	1 / square foot	\$35.00	Y
PSPW-19-15--07-04	FSU Charter School B Building: Cost to Provide Payment and Performance Bond	Supplier Product Code:	First Offer - 0.00%	1 / project	0.00%	Y
Lot Total					\$198,371.00	
Supplier Total					\$1,001,946.00	

David Bange Roofing**Item: Carl Shechter Community Center:Carl Shechter Community Center - Project Cost****Attachments**

Mandatory Pre Bid Visit.pdf

Certificate of Liability Insurance.pdf

ACORD Form 20200120-142855.pdf

NDL Warranty Specimen.pdf

Bank of America.pdf

DBR Warranty.pdf

CITY CLERKS OFFICE.pdf

10013920-Standard-Roofing-Warranty.pdf

Attachment G



City of Pembroke Pines

Mandatory Pre-Bid/Site Visit Confirmation Form

The scanned form, signed by both the Contractor and City Representatives must be uploaded in order for the bid to be considered complete.

ALEX CHRISTODOULOU : DAVID BANGE, who is a representative of
(Printed name of Contractor's representative)

DAVID BANGE ROOFING PERSONALLY came and appeared
(Contractor's Company)

before me and affirms that they have completed the mandatory pre-bid/site visit on this the

18 day of December, 2019 as required by:

Solicitation #: PSPW-19-14 and PSPW-19-15
Solicitation Title: Rebid of Roof Replacements for Hazard Mitigation Grant & Various City Buildings

ALEX CHRISTODOULOU
(Contractor Representative's Printed Name)

[Signature]
(Contractor Representative's Signature)

DAVID BANGE ROOFING
(Contractor's Company)

954-435-7663 (office)
(Contractor's Phone Number)

12-18-19
(Date)

Jose Pena

(City Representative's Printed Name)

[Signature]
(City Representative's Signature)

Public Services

(City Representative's Department)

(City Representative's Phone Number)

12-18-2019

(Date)

The City requires all questions related to this solicitation be posted on the BidSync website. Such requests must be received by the "Question Due Date" established in the solicitation document. Any questions received after the "Question Due Date" shall not be answered. Interpretations or clarifications in response to such questions will be issued via BidSync. The issuance of a response via BidSync is considered an Addendum and shall be the only official method whereby such an interpretation or clarification will be made.

CERTIFICATE OF LIABILITY INSURANCE

Date

1/20/2020

Producer: Plymouth Insurance Agency
2739 U.S. Highway 19 N.
Holiday, FL 34691
(727) 938-5562

This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.

Insurers Affording Coverage

NAIC #

Insured: South East Personnel Leasing, Inc. & Subsidiaries
2739 U.S. Highway 19 N.
Holiday, FL 34691

Insurer A: Lion Insurance Company

11075

Insurer B:

Insurer C:

Insurer D:

Insurer E:

Coverages

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. Aggregate limits shown may have been reduced by paid claims.

INSR LTR	ADDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Limits	
		GENERAL LIABILITY <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Occur General aggregate limit applies per: <input type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> LOC				Each Occurrence	\$
						Damage to rented premises (EA occurrence)	\$
						Med Exp	\$
						Personal Adv Injury	\$
						General Aggregate	\$
						Products - Comp/Op Agg	\$
		AUTOMOBILE LIABILITY <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos				Combined Single Limit (EA Accident)	\$
						Bodily Injury (Per Person)	\$
						Bodily Injury (Per Accident)	\$
						Property Damage (Per Accident)	\$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> Occur <input type="checkbox"/> Claims Made <input type="checkbox"/> Deductible				Each Occurrence	
						Aggregate	
A		Workers Compensation and Employers' Liability Any proprietor/partner/executive officer/member excluded? NO If Yes, describe under special provisions below.	WC 71949	01/01/2020	01/01/2021	<input checked="" type="checkbox"/> WC Statutory Limits <input type="checkbox"/> E.L. Each Accident <input type="checkbox"/> E.L. Disease - Ea Employee <input type="checkbox"/> E.L. Disease - Policy Limits	OTH-ER \$1,000,000 \$1,000,000 \$1,000,000

Other

Lion Insurance Company is A.M. Best Company rated A (Excellent). AMB # 12616**Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions:**

Client ID: 91-69-800

Coverage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company":

David Bange Roofing LLC

Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s), while working in: FL.

Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity.

A list of the active employee(s) leased to the Client Company can be obtained by faxing a request to (727) 937-2138 or email certificates@lioninsurancecompany.com

Project Name:

ISSUE 01-20-20 (AR)

Begin Date: 10/24/2017**CERTIFICATE HOLDER**

CITY OF PEMBROKE PINES

601 CITY CENTER WAY

PEMBROKE PINES, FL 33025

CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/20/2020

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 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 Frank H. Furman, Inc. 1314 East Atlantic Blvd. P. O. Box 1927 Pompano Beach FL 33061		CONTACT NAME: Jeanenne Johnson PHONE (A/C, No, Ext): (954) 943-5050 FAX (A/C, No): (954) 942-6310 E-MAIL ADDRESS: jeanenne@furmaninsurance.com	
INSURED David Bange Roofing LLC 6900 SW 21st Court #13 Davie FL 33317		INSURER(S) AFFORDING COVERAGE INSURER A: Western World Ins Co INSURER B: Progressive Express Ins Co INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 13196 10193	

COVERAGES

CERTIFICATE NUMBER: 19/20 AUTO GL

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	X		NPP8602033	4/3/2019	4/3/2020	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY			03867779-3	7/29/2019	7/29/2020	COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO	<input checked="" type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per person) \$ 50,000				
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS	BODILY INJURY (Per accident) \$ 100,000				
	<input type="checkbox"/> HIRED AUTOS		PROPERTY DAMAGE (Per accident) \$ 50,000				
							PIP-Basic \$ 10,000
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						\$
	RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				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 certificate holder is included as additional insured for general liability as required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Pembroke Pines 601 City Center Way Second Floor Pembroke Pines, FL 33025	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 Dirk DeJong/KS

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Coverage

CertainTeed Corporation (CT) hereby warrants the roof system installed at the above address, subject to the following terms, conditions, limitations and exclusions, for a period of _____ years from the date of completion of the roof system installation. If, during the duration of this Limited Warranty, a leak is caused by a deficiency in the workmanship of the roof system installation or by a manufacturing defect in the roof system, CT or its designated roofing contractor will, at CT's expense, repair or replace the roof system only as necessary to restore it to a watertight condition. Only deficiencies in the roof system that cause leaks are covered by this Limited Warranty. In no event will CT be responsible for any costs related to the removal or abatement of any asbestos present in any existing roof system to which the CT roof system is applied. Roof system, as used herein, shall include the following components: FlintBoard™ Insulation, FlintFast™ Fasteners, FlintPrime™ Primers, FlintCoat™ Coatings, FlintBond™ Adhesives, applicable base sheet(s), interplies and cap sheet(s) (with appropriate roof coating of surfaces) required by the CT Product Specification, and asphalt material between layers when required, if applied per CT's Commercial Roof Systems Specifications. Roof components which are not part of the roof system and hence not covered by this Limited Warranty include the following: underlying roof deck, insulation (non-CT brand), vapor retarders, fasteners (non-CT brand), liquid flashing (non-CT brand), metal work (non-CT brand), drains, pitch pans, expansion joints, skylights, vents, plastic accessories, decorative or reflective coating (non-CT brand), surfacing and/or any aggregates.

Exclusions from Coverage

This Limited Warranty does not cover leaks, damages or injuries of any type, including, but not limited to, damage to roof insulation, roof decks or other bases over which the CT products are applied, attributable directly or indirectly to any of the following:

1. Natural disasters, including, but not limited to, cyclones, tornadoes, hurricanes or other winds exceeding Force 9 on the Beaufort scale; lightning; earthquakes; flood; hail or fire.
2. Falling objects, civil insurrection, war, riot or vandalism.
3. Settlement, deflection, movement, moisture content, inadequate attachment or other deficiencies of the roof deck, pre-existing roof system, walls, foundations or any other part of the building structure, insulation or other materials underlying the roof system.
4. Failure of the roof system caused or contributed by:
 - a. Maintenance, repair or work on the roof unrelated to the roof system, such as mechanical, electrical or plumbing;
 - b. Infiltration or condensation of moisture in, through or around the walls, copings and metal components, pitch pans, building structure or underlying or surrounding materials;
 - c. Traffic of any nature or use of the roof surface as a storage area, walking or recreational surface or for any other similar purpose;
 - d. Movement or deterioration of metal work used in conjunction with the roof system;
 - e. Deposits of solids or liquids which may cause deterioration of the roof system;
 - f. Building design or construction;
 - g. Lack of positive drainage, to completely remove water from the roof system per NRCA guidelines; or
 - h. Installation over a wet surface or substrate.
5. Failure to adhere to CT's roof maintenance program (see CT's Roof Maintenance Form).
6. Unauthorized application on excluded buildings or structures (see CT's General Recommendations).
7. Any change in the building's basic usage unless approved in advance in writing by CT.
8. Any use of roofing material of any kind or nature not approved in CT's Commercial Roof Systems Specifications.
9. Placement of any additional structures on the roof system (such as, but not limited to, equipment or framework used in connection with air conditioning units, transmission and/or reception devices, signs and/or water towers).
10. Failure to maintain the watertight integrity of the roof system. Owner must make repairs within 30 days of notification by CT to non-warranted items that affect the watertight integrity of the roof system.

In addition, CT will not be responsible for, or have any liability for, changes to the appearance of the roof system that do not result in roof leaks. This includes, but is not limited to, the loss of granules from the cap sheet and/or surface cracking due to weathering or normal wear and tear from the elements.

Non-Warranted Repairs

Repairs must be made by a CT Gold Star or Silver Star roofing contractor or roofing contractor approved in advance by CT. Should a non-warranted repair be made by any roofing contractor, payment must be remitted to the roofing contractor within 30 days from completion of the work or the Limited Warranty will be void. Should non-warranted repairs not be made within 30 days of notification by CT, the Limited Warranty will be void.

Two-Year Inspection

A mandatory inspection will be made of the roofing membrane within 2 years from the date of application. If for any reason CT or its authorized representative is not granted access to perform the inspection this Limited Warranty shall be void.

Unapproved Repairs, Alterations, Deletions or Additions

All repairs, alterations, deletions or additions to any aspect of the roof, or any material contiguous thereto, must have prior written approval of CertainTeed's Commercial Roofing Technical Services Department (CertainTeed Roofing Products Group, Commercial Technical Services Department, 20 Moores Road, Malvern, PA 19355, (800) 396-8134). If owner, without prior written consent of CT, makes or permits any repairs, alterations, deletions or additions to the roof, all of CT's obligations, duties and coverage under this Limited Warranty will terminate.

Notice of Claims

Any claim or request for CT to perform under this Limited Warranty must be made by owner to CT in writing within thirty (30) days of discovery of the defect (notification to the contractor is not considered notice to CT) or CT will have no responsibility for the repairs. This notice of claim must include a general description of the alleged defect and a copy of the roof maintenance records. Owner shall grant access to the entire roof system as necessary for CT to investigate a claim. If access is not granted, CT shall have the right to determine, at its sole discretion, that this Limited Warranty is void as to that portion of the roof system to which access is denied. Should the investigation of the leak be determined not to be covered under this Limited Warranty, any costs associated with the leak investigation shall be the owner's sole responsibility.

NOTE: In the event an emergency condition exists which requires immediate repair to avoid damage to the building or its contents, owner may make essential temporary repair(s) performed by a qualified roofer. CT will only reimburse Owner for essential temporary repair expenses that would have been covered under this Limited Warranty.

Modifications

Only CertainTeed's Commercial Roofing Technical Services Department is authorized to modify coverage provided by this Limited Warranty. Issuance of this Limited Warranty or review or inspection of plans, the building or product application by a CT representative does not waive any exclusions or conditions of this Limited Warranty. Application of a roof system that deviates from CT's Commercial Roof Systems Specifications voids coverage, unless prior written approval is provided by CertainTeed's Commercial Roofing Technical Services Department.

Transferability of Warranty

This Limited Warranty may be transferred to a subsequent owner only if CertainTeed's Commercial Roofing Technical Services Department is notified at the above listed Malvern address within thirty (30) days of real estate title transfer and upon payment of the applicable transfer fee to CT. Failure to transfer this Limited Warranty pursuant to these stated conditions terminates CT's warranty obligations. If it is determined at CT's sole discretion that the roof is in a state of poor maintenance or in disrepair, CT reserves the right to reject the transfer and void this Limited Warranty. All transfer fees will be refunded minus the cost of any applicable inspection and administrative fees.

Conditions Pertaining to Warranty Effectiveness

This Limited Warranty shall become effective only upon the occurrence of all the following events:

1. Receipt of roofing contractor's notice of completion;
2. CT final inspection and completion of all punchlist items
3. Payment of CT's warranty fee to CT; and
4. Owner's payment to roofing contractor for installation and supplies.

Should a dispute arise between any of the parties (contractor, owner, CT) as to whether or not any of these Conditions Pertaining to Warranty Effectiveness have been satisfied, CT will hold the Limited Warranty in abeyance until such time as the parties agree that all Conditions have been satisfied.

Exclusive Warranty and Limitations of Remedies

THIS DOCUMENT CONSTITUTES THE EXCLUSIVE WARRANTY AND SOLE REMEDIES PROVIDED BY CERTAINTEED. THE WARRANTY AND REMEDIES CONTAINED IN THIS DOCUMENT ARE EXPRESSLY IN LIEU OF ANY AND ALL OTHER OBLIGATIONS, GUARANTEES, WARRANTIES AND REPRESENTATIONS, WHETHER WRITTEN, ORAL, IMPLIED BY STATUTE, AT LAW OR IN EQUITY, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE AND FITNESS FOR A PARTICULAR PURPOSE. SOME STATES OR JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. CERTAINTEED'S OBLIGATIONS, RESPONSIBILITIES AND LIABILITY SHALL BE LIMITED TO REPAIRING OR REPLACING THE DEFECTIVE PRODUCT AS SET FORTH IN THIS LIMITED WARRANTY. IN NO EVENT SHALL CERTAINTEED BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING ANY DAMAGE TO THE PROPERTY, THE BUILDING OR ITS CONTENTS, OR FOR INJURY TO ANY PERSONS, THAT MAY OCCUR AS A RESULT OF THE USE OF CERTAINTEED'S PRODUCTS OR AS A RESULT OF THE BREACH OF THIS WARRANTY. IF YOUR STATE OR JURISDICTION DOES NOT ALLOW EXCLUSIONS OR LIMITATIONS OF SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHER RIGHTS THAT MAY VARY BY STATE OR JURISDICTION.


Agreement to Binding Arbitration

Any and all claims, disputes and other matters in question that may occur between owner, the contractor, and/or CT, arising out of, in connection with, or relating to this Limited Warranty or breach thereof, shall be submitted to BINDING ARBITRATION for resolution. The arbitration shall be conducted by the American Arbitration Association under its Construction Industry Arbitration Rules then in effect, unless the parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable under the Federal Arbitration Act, 9 U.S.C. § 2 or the applicable state arbitration laws. The award rendered by the arbitrator shall be final, and judgment may be entered upon such award in accordance with applicable law in any court having jurisdiction thereof.

Examination or Inspection

CT does not practice engineering or architecture. Roof inspections made by CT or an authorized agent of CT or issuance of this Limited Warranty does not constitute an approval of the roof, roof design plans or specifications, or construction or installation of the roof. Roof designs, construction plans or installation of the roof system should be approved by owner or owner's professional.

Note: All referenced documents/forms available at www.certainteed.com.


Bank of America 

Cashier's Check No. 0910013267

Notice to Purchaser - In the event that this check is lost, misplaced or stolen, a sworn statement and 90-day waiting period will be required prior to replacement. This check should be negotiated within 90 days.

Void After 90 Days 30-1/1140 Date 01/21/20 01:06:11 PM
NTX

PINES AND PALM
0005 0001875 0129

Pay  **BANK OF AMERICA** **2534235**
TWO FIVE THREE FOUR TWO CTSCS


****\$25,342.35****

****Twenty Five Thousand Three Hundred Forty Two and 35/100 Dollars****

To The CITY OF PEMBROKE PINES
Order Of MEMO: BID SECURITY PSPW-19-15

Remitter (Purchased By): DAVID BANGE ROOFING LLC

Bank of America, N.A.
SAN ANTONIO, TX


AUTHORIZED SIGNATURE

⑈0910013267⑈ ⑆114000019⑆ 001641001973⑈

THE ORIGINAL DOCUMENT HAS A REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW WHEN CHECKING THE ENDORSEMENTS.

Phone 954-435-ROOF(7663)

6900 SW 21st Ct
Suite 13
Davie, FL 33317

David Bange
Roofing

State cert. CCC1330629
Licensed and Insured

PROPOSAL SUBMITTED TO			DATE <u>TBD</u>		PHONE	
NAME			JOB NAME <u>CITY OF PEMBROKE PINES PSPW-19-15</u>			
STREET			STREET			
CITY	STATE	ZIP	CITY	STATE	ZIP	

Roof Warranty

NOTE TO BUYER, GENERAL CONTRACTOR OR OWNER: David Bange Roofing LLC, hereby proposes to furnish the above labor and material in accordance with the above specifications.

WARRANTY TO ORIGINAL OWNER: David Bange Roofing LLC, warrants workmanship for a period of 10 (Ten) years, but reserves the right to supervise or inspect all work subsequently performed by other parties to the roof, for a reasonable fee. Without this supervision or inspection, all warranties are null and void. Warranty is transferable to new owner upon written application (subject to approval and payment of 10% of contract price. Warranty is contingent upon job payment in full. All materials furnished will be as specified and work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications will become an extra charge over and above the estimate of labor and usual costs of our agreements.

David Bange Roofing LLC, will exercise reasonable care when performing the work, but cannot be held responsible in any manner for damage to driveways, sidewalks, foliage, shrubbery, screening, septic tanks, gutters, pipes, or cables, above or below ground. We will not be held responsible for water damage to the exterior or interior of the premises. CUSTOMER IS URGED TO COVER FURNITURE AND OTHERWISE PROTECT THEIR PROPERTY. We cannot assume responsibility for any damages done to the roof by other tradesmen or parties. David Bange Roofing LLC, cannot be held responsible for damage done to any lumber by termites, carpenter ants, or any other wood boring insects. Such wood will be replaced at an additional charge.



THIS CONTRACT IS SUBJECT TO OFFICE APPROVAL

Authorized Signature

ACCEPTED

Signature

Print

Date

CITY CLERK'S OFFICE
CITY OF PEMBROKE PINES

20 JAN 21 PM 1:27

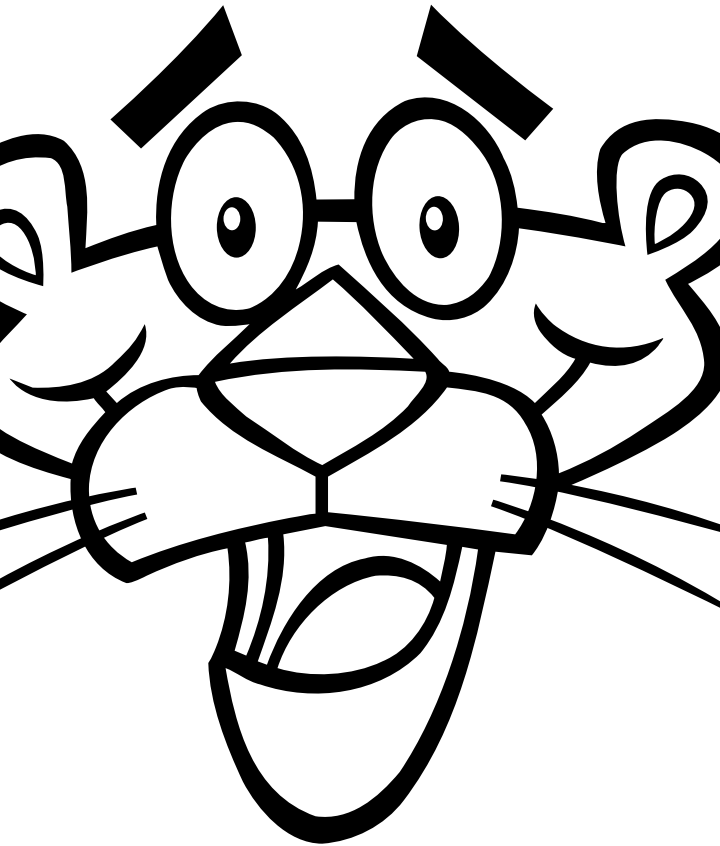


City of Pembroke Pines

PSPW-19-15

Standard Product Limited Warranty

on Roofing Shingles





Standard Product Limited

This warranty includes limitations on its trans

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE OR PROVINCE TO PROVINCE.

FOR CANADA ONLY: THE TERMS IN THIS WARRANTY, EXCEPT TO THE EXTENT LAWFULLY PERMITTED, DO NOT EXCLUDE, RESTRICT OR MODIFY BY AND ARE IN ADDITION TO ANY PROVINCIAL LAWS.

Introduction

Thank you for your recent purchase of Owens Corning® roofing shingles manufactured by Owens Corning Roofing and Asphalt, LLC ("Owens Corning"). We believe we manufacture the highest quality and most attractive shingles available anywhere, and that is why we stand behind them with one of the best warranties in the industry. We have attempted to write this warranty in clear, plain English, so you will fully understand the warranty we are making to you. If anything in this warranty is not clear to you, please call us at 1-800-ROOFING or visit our web site at www.owenscorning.com/roofing.

Who Is Covered

To be entitled to the benefits of this warranty: (1) your property must be located in the United States or Canada and (2) you must be either (a) the original consumer purchaser (the property owner, not the installer or contractor) of one of our shingle products listed in the **"Limited Warranty Information Table"** at the end of this warranty or (b) the first person to whom the original purchaser transfers this warranty along with ownership of the structure on which the shingles are installed (either person described in (a) or (b), "Owner"). (For detail regarding transferring this warranty, please see **"Transferability of This Warranty"** below.)

What Is Covered

We warrant that your Owens Corning® shingles are free from any manufacturing defects that (1) materially affect the shingles' performance on your roof during the *TRU PROtection*® coverage period or (2) cause leaks during the balance of the applicable warranty period after the *TRU PROtection*® coverage period has expired. (To determine the length of the *TRU PROtection*® coverage period and the balance of the applicable warranty period, please see **"How Long Are You Covered"** below and the **"Limited Warranty Information Table"** at the end of this warranty.)

This warranty applies only to those shingles purchased after January 1, 2019 and before the date a later warranty applicable to the shingles comes into effect.

How Long Are You Covered

ALL IMPLIED WARRANTIES APPLICABLE TO YOUR SHINGLES ARE LIMITED IN DURATION TO THE TRU PROTECTION® COVERAGE PERIOD APPLICABLE TO SUCH SHINGLES, AS PROVIDED BY THIS WARRANTY, UNLESS A SHORTER PERIOD IS PERMITTED BY APPLICABLE LAW. SOME STATES OR PROVINCES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

The length of your warranty depends on the type of Owens Corning® shingles you purchased. See the **"Limited Warranty Information Table"** at the end of this warranty for the specific warranty period that applies to your shingles.

1. *TRU PROtection*® Coverage Period—From the installation of the shingles through the *TRU PROtection*® coverage period, Owens Corning will compensate you for the cost, as reasonably determined by Owens Corning, to repair, replace or recover the defective shingles. Owens Corning reserves the right to arrange directly for the repair or replacement of your Products instead of compensating you directly. This compensation is limited as follows:
 - A. If Owens Corning decides to replace the shingles, Owens Corning will compensate you only for the cost of replacement Owens Corning® shingles and the labor directly required to replace the defective shingles, both as reasonably determined by Owens Corning.
 - B. If Owens Corning decides to repair or recover the shingles, Owens Corning will compensate you only for the cost of the labor directly required to repair or recover the defective shingles as reasonably determined by Owens Corning.
 - C. *TRU PROtection*® coverage period does not apply to wind and algae coverage. Please see **"What About Wind Resistance"** and **"What**

Warranty on Roofing Shingles.

ferability.

About Algae Resistance below for applicable coverage.

2. **Prorated Period**—Once the *TRU PROtection*[®] coverage period for the Owens Corning[®] shingles purchased has expired, the prorated period will begin. During this prorated period, we will provide prorated compensation of the cost of the defective Owens Corning[®] shingles but no other costs (for example, the cost of labor) will be covered. We will prorate the amount of our compensation to you to adjust for the number of years of use you have enjoyed from the original installation date through the date of your claim. For example: If you have a 25-year warranty, and you make your claim anytime in the 15th year of the warranty, our compensation to you will be reduced by 14/25ths of the Owens Corning[®] shingle cost at the time of purchase. For lifetime shingle coverage (for as long as Owner owns the home on which the shingles are installed), see the **“Limited Lifetime^Δ Shingle Proration^Δ Table”**. Owens Corning reserves the right to arrange directly for the repair or replacement of your Products instead of compensating you directly.
3. **Other Types of Structures**—The coverage for all Owens Corning[®] shingles offered by this warranty depends on the structure on which the shingles are installed and the owner of the structure. Lifetime coverage for all Owens Corning[®] shingles applies only to single-family detached homes where the owner of the roof is the resident occupying the home. In the instance of shingles purchased or installed on property owned by others (for example, corporations, governmental agencies, partnerships, trusts, religious organizations, schools, condominiums, homeowners' association, or cooperative housing arrangements) or installed on any other structures (for example, apartment buildings or any other type of building or premises not used by individual homeowners as their residence), the warranty period for lifetime shingles will be 40 years from the original installation date of the shingles, and the *TRU PROtection*[®] coverage period will be five years. For lifetime shingle coverage (for as long as Owner owns the home on which the shingles are installed), see the **“Limited Lifetime^Δ Shingle Proration^Δ Table”**.

Limited Lifetime^Δ Shingle Proration^Δ Table

Structure/Owner	TRU PROtection [®] Period Years 1–10	Prorated Period Years 11–40	Prorated Period Years 41 and Beyond
Single family detached home owned by individuals	100% ^{ΔΔ}	80% reduced by 2% every year thereafter until year 40	20%
Structure/Owner	Years 1–5	Years 6–40	Years 41 and Beyond
Any other types of structures or owners	100% ^{ΔΔ}	87.5% ^Δ reduced by 2.5% every year thereafter until year 40	No coverage

^Δ For as long as owner owns home.

^{ΔΔ} Of costs covered under this warranty.

^Δ Proration is calculated annually, based on the original installation date. There are no partial year prorations.

4. **Exceptions**—All of Owens Corning's obligations of compensation under this warranty (whether for repair, replacement, recovery or refunding a prorated portion of the cost of the defective shingles) are subject to the limitations provided by this warranty. Any replacement Owens Corning[®] products will be warranted only for the remainder of the original warranty period. Owens Corning will not provide compensation for any underlayment, metalwork, flashings or other related work, and we will not compensate for the cost to remove or dispose of your shingles.
5. **What About Wind Resistance**—Your shingles contain asphalt sealant that requires direct warm sunlight for several days (“Thermal Sealing”) in order to seal properly. If your shingles are installed during a period of cool weather, they may not adequately seal until the season changes or the weather warms, and if your shingles never receive direct sunlight or are not exposed to adequate surface temperatures, they may never achieve Thermal Sealing. Prior to your shingles achieving Thermal Sealing, your shingles are more vulnerable to blow-offs and wind damage. This is the fundamental nature of shingles and not a manufacturing defect, and we are not responsible for any blow-offs or wind damage that might occur prior to Thermal Sealing having occurred. After your shingles have achieved Thermal Sealing, however, they will be covered under this warranty if they experience blow-offs or wind damage in winds (including gusts) up to the levels and for the period from the original installation date (“Wind Warranty Period”) listed in the **“Limited Warranty Information Table”** at the end of this warranty.

HOWEVER, THE COVERAGE AGAINST SHINGLE BLOW-OFFS OR WIND DAMAGE IS IN EFFECT FOR A PERIOD OF 15 YEARS FOR LIFETIME SHINGLES AND FIVE YEARS FOR ALL OTHER SHINGLES FROM THE ORIGINAL DATE OF INSTALLATION.

Owens Corning will be liable only for the reasonable cost of replacing blown-off shingles (to include material and labor during the applicable *TRU PROtection*[®] warranty period) and the reasonable cost of manually sealing the unsealed shingles remaining on the roof.

Owens Corning is not responsible where the damage or blow offs are caused by damage to the underlying structure.

6. What About Algae Resistance—If the shingles that you purchased were not specifically labeled as “Algae Resistant” (“AR”), then any discoloration caused due to algae is not covered by this warranty as explained in **“What Is Not Covered”** below. However, if you did purchase AR shingles, they are covered for the period described in the **“Limited Warranty Information Table”** at the end of this warranty following the date of installation (“AR Warranty Period”) against brown-black staining caused due to growth of cyanobacteria *Gloeocapsa magma* algae. We do not cover the effects of other growth, such as mold, lichen and green algae. If brown-black staining occurs during the AR Warranty Period, you will be entitled to the following remedy:
- A. Remedy for Algae Growth—If your AR shingles are discolored due to cyanobacteria algae growth during the first year of the AR Warranty Period, we will compensate you for the cost, including labor (such cost not to exceed the initial cost of the AR shingles plus the initial cost of installation), as reasonably determined by Owens Corning, to repair, replace or recover the affected AR shingles. For purposes of this AR shingle warranty, the term “repair” as used above refers to cleaning or otherwise removing any algae growth from affected AR shingles. Decisions regarding whether your AR shingles should be repaired, replaced or recovered will be made solely by Owens Corning.
- B. Proration—If your AR shingles have been installed longer than 1 year, labor will not be covered, and our compensation will be limited to a prorated amount of the original purchase price of the affected AR shingles. We will prorate your compensation to take into account the number of full years of use that you have enjoyed from the original installation date through the date of your claim. For example: If you make your claim anytime in the 4th year of the AR warranty and the AR Warranty Period is 10 years, our compensation to you will be in the amount of the original purchase price of the affected AR shingles, reduced by 3/10ths of the original purchase price of the affected AR shingles.

Transferability of This Warranty (Note: Based on Original Installation Date)

This warranty is not transferable except as follows: You may only transfer this warranty 1 time, anytime during the life of the warranty, to the purchaser of the structure on which the shingles are installed. For this warranty to transfer and the second Owner to obtain the benefits of this warranty, the second Owner must, within 60 days after the date of the real estate transfer, contact 1-800-ROOFING and submit together: (1) proof of purchase of the Owens Corning[®] shingles, and (2) the installation date and ownership history.

1. If the transfer takes place within the *TRU PROtection*[®] coverage period (see the **“Limited Warranty Information Table”**), the second Owner is entitled to the same coverage as the original Owner.
2. If the transfer occurs after the *TRU PROtection*[®] coverage period (see the **“Limited Warranty Information Table”**), the balance of the warranty period (other than the AR Warranty Period and Wind Warranty Period) will automatically be reduced to a 2-year period after the date of ownership change. If there is a manufacturing defect that causes leaks during this 2-year period, our compensation to the second Owner will be based only on the original cost of the defective shingles reduced by the amount of use the second Owner and the original Owner have enjoyed from the original installation date through the date of your claim.
3. The AR Warranty Period and Wind Warranty Period are fully transferrable. The second Owner will receive the balance of the coverage outlined in the **“Limited Warranty Information Table”** based upon the original installation date.

What Is Not Covered

Our warranty does not cover damage to the Owens Corning[®] shingles due to

any cause not expressly covered in this warranty. After our shingles leave our manufacturing facility, they are subjected to conditions and handling beyond our control that could affect their performance. This warranty does not cover any problems with non-defective shingles caused by conditions or handling beyond our control. Some examples of conditions not covered by this warranty include:

1. Acts of God, such as hail, strong storms or winds (including gusts) over the maximum wind speed listed in the **“Limited Warranty Information Table”** at the end of this warranty, ice damming above the area covered by leak barriers or flashings or snow or water infiltration through exhaust vents.
2. Damage to or failure of the shingles as a result of damage to or the failure of the underlying roofing structure, or failure and/or rusting of roof nails.
3. Foot traffic on your roof or damage caused by objects (e.g., tree branches) falling on your roof.
4. Improper or faulty installation of your shingles—installation must be in accordance with our written installation instructions and comply with local building codes.
5. Shading, variations in the color of your shingles or discoloration caused by algae, fungi, lichen or cyanobacteria (unless covered under the section **“What About Algae Resistance”** above).
6. Damage caused by improper or inadequate roof ventilation or roof drainage, unvented attics or enclosed roof rafter assemblies. Some exceptions may apply. If you have questions, please contact us at 1-800-ROOFING.
7. Settlement of the structure of your property or buckling or cracking of the deck over which your shingles are installed.
8. Leaks caused by pre-existing conditions, structural failures or damaged areas on or near the roof that are not part of the roofing system, such as chimneys that have loose or cracked mortar, skylight seams or soil pipe boots that allow water to enter the structure or roofing system.
9. Damage to the shingles caused by alterations made after completion of application, including structural changes, equipment installation, power washing, painting or the application of cleaning solutions, coatings, or other modifications.
10. Any damage due to debris, resins or drippings from foliage.
11. Improper storage, handling or other conditions beyond our control.
12. Damages caused by, or the cost to repair or replace, any non-Owens Corning® shingles.
13. Improperly designed or installed gutter or downspout systems.
14. Any costs that you incur that are not authorized in advance by Owens Corning.

Replacement Shingle Variations

As a result of our ongoing efforts to improve and enhance our shingle product line, we must reserve the right to discontinue or modify our shingles, including their colors. We are not liable to you if you make a warranty claim in the future and any replacement shingles you receive vary in color either because of normal weathering or changes in our product line. You should understand that if we replace any of your shingles under this warranty, we reserve the right to provide you with substitute shingles that are comparable only in quality and price to your original shingles.

Compensation

Under the terms of this warranty, the manner of compensation is at Owens Corning's sole discretion and may be arranged by Owens Corning directly or issued in the form of cash settlement or material credit for Owens Corning® products to an existing supplier of Owens Corning® roofing materials. All costs must be pre-approved by Owens Corning.

Claims Process & Right of Inspection

To make a claim under this warranty, you must do so within 30 days after you discover the problem. To fully evaluate your claim, we may ask you to provide, at your expense, pictures of your shingles or shingle samples for us to test. You must do so in order to be eligible to make a claim under this warranty. To make a claim or if you have any questions, call us at 1-800-ROOFING or visit us at www.owenscorning.com/roofing. If you repair or replace your Owens Corning products before Owens Corning has made a determination on your claim, your claim may be denied. Owens Corning shall have a reasonable time after notification of a claim to inspect the roof. If requested by Owens Corning, the owner shall provide Owens Corning with reasonable access to the roof, during normal business

hours, for the purpose of conducting an inspection of the roofing products.

No Modifications to This Warranty

The terms of this warranty may not be waived or modified (whether by a statement, omission, course of dealing or any act), except by a writing signed by an officer

of Owens Corning or a licensed attorney in the Owens Corning legal department or by the Owens Corning Technical Inspection Leader. Other than such an officer, attorney or technical inspection leader, nobody (regardless of whether an Owens Corning employee, a contractor, an installer or otherwise) has authority to act on behalf of Owens Corning (for example to waive or modify this warranty, to make representations or warranties or to undertake any liability). This warranty represents the entire agreement between the parties and replaces all other communications, warranties, representations and guarantees.

Mandatory Arbitration

To the extent permitted by applicable law, Owens Corning and you agree to arbitrate all disputes and claims arising out of or relating to this warranty or Owens Corning® shingles ("Dispute"). This warranty evidences a transaction in interstate commerce, and the Federal Arbitration Act governs the interpretation and enforcement of this provision. A party who intends to seek arbitration must first send to the other, by certified mail, a written notice of intent to arbitrate ("Notice"). The Notice to Owens Corning should be addressed to: One Owens Corning Parkway, Toledo, Ohio 43659 ("Arbitration Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If the parties do not reach an agreement to resolve the claim within 30 days after Notice is received, you or Owens Corning may commence an arbitration proceeding. All issues are for the arbitrator to decide, including the scope of this arbitration clause, but the arbitrator is bound by the terms of this warranty. The arbitration shall be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this warranty, and shall be administered by the AAA.

YOU AND OWENS CORNING HEREBY WAIVE THE RIGHT TO A TRIAL BY JURY.

The arbitrator may award injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.

YOU AND OWENS CORNING MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

Further, you agree that the arbitrator may not consolidate proceedings of more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

Governing Law and Forum

This warranty and all Disputes are governed by United States Federal laws and laws of Ohio. Subject to the "Arbitration" provision in this warranty, if there are any Disputes that cannot be arbitrated, then the parties consent to the exclusive jurisdiction and venue of the state and federal courts in Ohio with respect to such Disputes.

Savings and Severability

To the extent that this warranty is inconsistent with applicable law, this warranty is hereby modified to be consistent with such applicable law. If an arbitrator or court determines that any term in this warranty is illegal or unenforceable, the parties intend for the arbitrator or court to interpret or modify this warranty to effect the original intent of the parties as closely as possible while rendering the term and this warranty fully legal and enforceable. If a term in this warranty cannot be rendered legal and enforceable accordingly, the parties intend for the arbitrator or court to sever the illegal or unenforceable term from this warranty, leaving the remainder of this warranty enforceable.

Limitations

THIS WARRANTY IS YOUR EXCLUSIVE WARRANTY FROM OWENS CORNING AND REPRESENTS THE SOLE REMEDY TO ANY OWNER OF OWENS CORNING® SHINGLES. OWENS CORNING MAKES NO OTHER REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND OTHER THAN THOSE STATED EXPLICITLY IN THIS WARRANTY.

PUBLICATION DATE: January 1, 2019

YOUR REMEDY FOR DEFECTIVE SHINGLES IS FULLY DESCRIBED IN THE ABOVE SECTION, **“HOW LONG ARE YOU COVERED”**. YOU ARE NOT ENTITLED TO ANYTHING MORE THAN WHAT IS DESCRIBED IN THAT SECTION UNLESS OTHERWISE COVERED BY AN OPTIONAL

OWENS CORNING ENHANCED WARRANTY. OWENS CORNING HAS NO REASON TO KNOW ANY PARTICULAR PURPOSE FOR WHICH YOU ARE BUYING SHINGLES.

OWENS CORNING IS NOT RESPONSIBLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR OTHER DAMAGES OF ANY KIND, INCLUDING DAMAGE TO YOUR STRUCTURE OR TO YOUR STRUCTURE'S CONTENTS, WHETHER FOR BREACH OF THIS WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER CLAIMS DERIVED IN TORT OR FOR ANY OTHER CAUSE.

SOME STATES OR PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

FOR CANADA ONLY — The terms in this warranty, except to the extent lawfully permitted, do not exclude, restrict, or modify but are in addition to any provincial laws.

Limited Warranty Information Table

	Warranty Length	TRU PROtection® Coverage Period	Wind Warranty Protection	Wind Warranty Period	AR ¹ Warranty Period
Berkshire®	Lifetime ^Δ	10 YRS	130 MPH	15 YRS	15 YRS
Woodmoor®	Lifetime ^Δ	10 YRS	110/130 MPH**	15 YRS	10 YRS
Woodcrest®	Lifetime ^Δ	10 YRS	110/130 MPH**	15 YRS	10 YRS
WeatherGuard® HP [‡]	Lifetime ^Δ	10 YRS	110/130 MPH***	15 YRS	10 YRS
Duration® Series ^{††}	Lifetime ^Δ	10 YRS	130 MPH	15 YRS	10 YRS
Oakridge® ^{†††}	Lifetime ^Δ	10 YRS	110/130 MPH***	15 YRS	10 YRS
Supreme®	25 YRS	5 YRS	60 MPH	5 YRS	10 YRS
Classic®	20 YRS	3 YRS	60 MPH	5 YRS	

^ΔFor as long as owner owns home.

†† Includes TruDefinition® Duration®, TruDefinition® Duration® COOL, TruDefinition® Duration® Designer Colors Collection, TruDefinition® Duration FLEX®[‡], TruDefinition® Duration MAX®, TruDefinition® Duration STORM®[‡], Duration® Premium and Duration® Premium Cool shingles.

††† Includes TruDefinition® Oakridge® Shingles.

‡ WeatherGuard® HP Shingles require WeatherGuard® HP Hip & Ridge Shingles, TruDefinition® Duration FLEX® requires ProEdge FLEX® Hip & Ridge Shingles, and TruDefinition® Duration STORM® Shingles require ProEdge STORM® Hip & Ridge Shingles to complete a UL 2218, Class IV impact-resistant roof system.

** 130 MPH is applicable only with Owens Corning® Starter Shingle products application along eaves and rakes in accordance with installation instructions.

*** 110 MPH is standard with 4-nail application. 130 MPH is applicable only with 6-nail application and Owens Corning® Starter Shingle products application along eaves and rakes in accordance with installation instructions.

¹ AR is available regionally. Visit www.owenscorning.com/roofing for availability in your zip code.

NOTE: When properly installed, Owens Corning® Hip & Ridge shingle warranty terms will match with the corresponding roofing shingle. (See specific Owens Corning® Hip & Ridge shingle installation instructions for details.)

Name of Contractor _____ Date of Installation _____

Address _____

City _____ State _____ ZIP _____

Phone Number _____



Warranty Registration & Transfer Information

TO REGISTER THIS WARRANTY:

Visit our website at:

<http://www.owenscorning.com/roofing/warranty-101>

Click on Register a Warranty

The following information is required for registration:

Original Installation Date _____

Original Purchaser's Name _____

Owens Corning® Shingle Name/Color Installed _____

Number of Squares Installed _____

Address of Property _____

Note: Please retain proof of purchase and installation date with your important records in the event that you choose to transfer this warranty in the future, or upload these documents as you register this warranty online.

TO TRANSFER THIS WARRANTY:

See **TRANSFERABILITY OF THIS WARRANTY** for exceptions.

Contact 1-800-ROOFING

For this warranty to be transferred, the second Owner must contact 1-800-ROOFING within sixty (60) days after the date of the real estate transfer to obtain the benefits of this warranty. And must have the following:

- (1) Proof of purchase of the Owens Corning® Roofing System and
- (2) The installation date and ownership history





**OWENS CORNING
ROOFING AND ASPHALT, LLC**
ONE OWENS CORNING PARKWAY
TOLEDO, OHIO, USA 43659

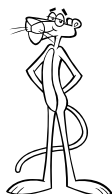
1-800-GET-PINK®
www.owenscorning.com/roofing

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2/6/2020

BidSync

p. 38



Supplier: **David Bange Roofing**

CONTACT INFORMATION FORM

IN ACCORDANCE WITH “PSPW-19-15” titled “**Rebid of Roof Replacements at Various City Buildings**” attached hereto as a part hereof, the undersigned submits the following:

A) Contact Information

The Contact information form shall be electronically signed by one duly authorized to do so, and in case signed by a deputy or subordinate, the principal’s properly written authority to such deputy or subordinate must accompany the proposal. This form must be completed and submitted through www.bidsync.com as part of the bidder’s submittal. The vendor must provide their pricing through the designated lines items listed on the BidSync website.

COMPANY INFORMATION:

COMPANY: **David Bange Roofing**

STREET ADDRESS: **6900 SW 21st CT Suite 13**

CITY, STATE & ZIP CODE: **Davie, FL 33317**

PRIMARY CONTACT FOR THE PROJECT:

NAME: **Alex Christodoulou** TITLE: **Project manager**

E-MAIL: **alex@davidbangerroofing.com**

TELEPHONE: **9549011122** FAX:

AUTHORIZED APPROVER:

NAME: **David Bange** TITLE: **President**

E-MAIL: **gretchen@davidbangerroofing.com**

TELEPHONE: **9544357663** FAX:

SIGNATURE: s

B) Proposal Checklist

Are all materials, freight, labor and warranties included?	Yes <input checked="" type="checkbox"/>
Did you include copies of all warranties in your bid package, per the instructions in section 1.4.3? This is a requirement.	Yes <input checked="" type="checkbox"/>

Did you make sure to submit the following items, as stated in section 1.5 “Proposal Requirements” of the bid package?

Attachment A - Contact Information Form	Yes <input checked="" type="checkbox"/>
Attachment B - Non-Collusive Affidavit	Yes <input checked="" type="checkbox"/>
Attachment C - Proposer’s Completed Qualification Statement	Yes <input checked="" type="checkbox"/>
Attachment F - References Form	Yes <input checked="" type="checkbox"/>
Attachment G - Mandatory Pre-Bid Meeting Form	Yes <input checked="" type="checkbox"/>
Does your proposal exceed \$200,000 for this construction project? If so, please include a Proposal Security (Bid Bond or Cashier’s Check) along with a separate line item to provide a Payment and Performance Bond. (See Bid Package for details)	Yes <input checked="" type="checkbox"/>

Did you make sure to update the following documents found under the “Vendor Registration” group of “Qualifications” on the BidSync website for the City of Pembroke Pines?

Vendor Information Form	Yes <input checked="" type="checkbox"/>
Form W-9 (Rev. October 2018)	Yes <input checked="" type="checkbox"/>
Sworn Statement on Public Entity Crimes Form	Yes <input checked="" type="checkbox"/>
Local Vendor Preference Certification	Yes <input checked="" type="checkbox"/>
Local Business Tax Receipts	Yes <input checked="" type="checkbox"/>
Veteran Owned Small Business Preference Certification	Yes <input checked="" type="checkbox"/>
Equal Benefits Certification Form	Yes <input checked="" type="checkbox"/>
Vendor Drug-Free Workplace Certification Form	Yes <input checked="" type="checkbox"/>
Scrutinized Company Certification	Yes <input checked="" type="checkbox"/>

C) Sample Proposal Form

The following sample price proposal is for information only. The vendor must provide their pricing

through the designated lines items listed on the BidSync website.

Address	Project Cost
Carl Shechter Community Center 301 NW 103rd Avenue Pembroke Pines, FL 33026	Price to be Submitted Via BidSync
Additional Work	Cost per SQ. FT.
Lightweight Concrete	Price to be Submitted Via BidSync
Stucco Repair	Price to be Submitted Via BidSync
Rotunda Tile Roof	Price to be Submitted Via BidSync
Steel Deck Repair	Price to be Submitted Via BidSync
Cost to Provide Payment and Performance Bond	Price to be Submitted Via BidSync

Address	Project Cost
Pines Recreation Center 7400 Pines Blvd. Pembroke Pines, FL 33024	Price to be Submitted Via BidSync
Additional Work	Cost per SQ. FT.
Wood Decking Repair	Price to be Submitted Via BidSync
Cost to Provide Payment and Performance Bond	Price to be Submitted Via BidSync

Address	Project Cost
Pasadena Park Restrooms 8815 Pasadena Blvd. Pembroke Pines, FL 33026	Price to be Submitted Via BidSync
Additional Work	Cost per SQ. FT.
Wood Decking Repair	Price to be Submitted Via BidSync
Cost to Provide Payment and Performance Bond	Price to be Submitted Via BidSync

Address	Project Cost
Studio 18 in the Pines 1101 Poinciana Drive Pembroke Pines, FL 33026	Price to be Submitted Via BidSync
Additional Work	Cost per SQ. FT.
Lightweight Concrete	Price to be Submitted Via BidSync

	BidSync
Stucco Repair	Price to be Submitted Via BidSync
Steel Deck Repair	Price to be Submitted Via BidSync
Cost to Provide Payment and Performance Bond	Price to be Submitted Via BidSync

Address	Project Cost
Eastside Maintenance Building 9870 Johnson St. Pembroke Pines FL 33025	Price to be Submitted Via BidSync
Additional Work	Cost per SQ. FT.
Stucco Repair	Price to be Submitted Via BidSync
Cost to Provide Payment and Performance Bond	Price to be Submitted Via BidSync

Address	Project Cost
Bright Beginnings Preschool 901 NW 129 Ave. Pembroke Pines FL 33028	Price to be Submitted Via BidSync
Additional Work	Cost per SQ. FT.
Steel Deck Repair	Price to be Submitted Via BidSync
Stucco Repair	Price to be Submitted Via BidSync
Cost to Provide Payment and Performance Bond	Price to be Submitted Via BidSync

Address	Project Cost
FSU Charter School “B” Building 601 SW 172 Ave. Pembroke Pines FL 33029	Price to be Submitted Via BidSync
Additional Work	Cost per SQ. FT.
Steel Deck Repair	Price to be Submitted Via BidSync
Stucco Repair	Price to be Submitted Via BidSync
Cost to Provide Payment and Performance Bond	Price to be Submitted Via BidSync

Supplier: **David Bange Roofing**



City of Pembroke Pines

Attachment B

NON-COLLUSIVE AFFIDAVIT

BIDDER is the **President**,
(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

Printed Name/Signature **David Bange**

Title **President**

Name of Company **davidbange@gmail.com**

Supplier: **David Bange Roofing**



City of Pembroke Pines

Attachment C

PROPOSER'S QUALIFICATIONS STATEMENT

PROPOSER shall furnish the following information. Failure to comply with this requirement will render Bid non-responsive and shall cause its rejection. Additional sheets shall be attached as required.

PROPOSER'S Name and Principal Address:

David Bange
6900 SW 21st Ct. Suite 13
Davie, FL 33317

PROPOSER'S License Number: **1330629**

(Please attach certificate of status, competency, and/or state registration.)

Number of years your organization has been in business **5**

State the number of years your firm has been in business under your present business name **5**

State the number of years your firm has been in business in the work specific to this solicitation: **5**

Names and titles of all officers, partners or individuals doing business under trade name:

David Bange - President

IF USING A FICTITIOUS NAME, SUBMIT EVIDENCE OF COMPLIANCE WITH FLORIDA FICTITIOUS NAME STATUTE.

Under what former name has your business operated? Include a description of the business. Failure to include such information shall be deemed to be intentional misrepresentation by the City and shall render the proposer non-responsive.

NA

At what address was that business located?

6900 SW 21st CT. Suite 13
Davie, FL 33317

Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract:

Have you ever failed to complete work awarded to you. If so, when, where and why?

NA

Have you personally inspected the proposed WORK and do you have a complete plan for its performance?

Yes

Will you subcontract any part of this WORK? If so, give details including a list of each sub-contractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each subcontractor(s).

Yes.

Coast 2 Coast LLC.

Reroof

The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be reasonably withheld.

List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

NA

List and describe all successful Bond claims made to your surety (ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Proposer and its predecessor organization(s).

NA

List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last (10) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.

NA

List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants.

NA

Are you an Original provider sales representative distributor, broker, manufacturer other, of the commodities/services proposed upon? If other than the original provider, explain below.

NA

Have you ever been debarred or suspended from doing business with any governmental agency? If yes, please explain:

NA

Describe the firm's local experience/nature of service with contracts of similar size and complexity, it the previous three (3) years:

The PROPOSER acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by CITY in awarding the contract and such information is warranted by PROPOSER to be true. The discovery of any omission or misstatement that materially affects the PROPOSER's qualifications to perform under the contract shall cause the CITY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

David Bange Roofing
(Company Name)

David Bange
(Printed Name/Signature)

Supplier: **David Bange Roofing**

REFERENCES FORM

Provide specific examples of similar contracts. References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency: **South Point Children & Family Center**

Address: **1760 S. Glades Drive**

City/State/Zip: **North Miami Beach, FL 33162**

Contact Name: Title:

E-Mail Address:

Telephone: **3059344370** Fax:

Project Information:

Name of Contractor Performing the work:

Name and location of the project:

Nature of the firm's responsibility on the project:

Project duration: Completion (Anticipated) Date:

Size of project: Cost of project:

Work for which staff was responsible:

Contract Type:

The results/deliverables of the project:

REFERENCES FORM

Provide specific examples of similar contracts. References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency: **United Water Restoration Group**

Address: **5420 SW 21st Court**

City/State/Zip: **Hialeah, FL**

Contact Name: Title:

E-Mail Address:

Telephone: **9544449749** Fax:

Project Information:

Name of Contractor Performing the work:

Name and location of the project:

Nature of the firm's responsibility on the project:

Project duration: Completion (Anticipated) Date:

Size of project: Cost of project:

Work for which staff was responsible:

Contract Type:

The results/deliverables of the project:

REFERENCES FORM

Provide specific examples of similar contracts. References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency:

Address:

City/State/Zip:

Contact Name: Title:

E-Mail Address:

Telephone: Fax:

Project Information:

Name of Contractor Performing the work:

Name and location of the project:

Nature of the firm's responsibility on the project:

Project duration: Completion (Anticipated) Date:

Size of project: Cost of project:

Work for which staff was responsible:

Contract Type:

The results/deliverables of the project:

REFERENCES FORM

Provide specific examples of similar contracts. References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency:

Address:

City/State/Zip:

Contact Name: Title:

E-Mail Address:

Telephone: Fax:

Project Information:

Name of Contractor Performing the work:

Name and location of the project:

Nature of the firm's responsibility on the project:

Project duration: Completion (Anticipated) Date:

Size of project: Cost of project:

Work for which staff was responsible:

Contract Type:

The results/deliverables of the project:

REFERENCES FORM

Provide specific examples of similar contracts. References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency:

Address:

City/State/Zip:

Contact Name: Title:

E-Mail Address:

Telephone: Fax:

Project Information:

Name of Contractor Performing the work:

Name and location of the project:

Nature of the firm's responsibility on the project:

Project duration: Completion (Anticipated) Date:

Size of project: Cost of project:

Work for which staff was responsible:

Contract Type:

The results/deliverables of the project: **davidbange@gmail.com**

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020

DBA:
Business Name: DAVID BANGE ROOFING LLC

Receipt #: 185-268306
Business Type: ROOFING/SHEET METAL CONTRACTOR
(ROOFING CONTRACTOR)

Owner Name: BANGE, DAVID WAYNE
Business Location: 6900 SW 21 CT #13
DAVIE
Business Phone: 954-435-7663

Business Opened: 04/03/2015
State/County/Cert/Reg: CCC1330629
Exemption Code:

Rooms Seats Employees Machines Professionals
1

For Vending Business Only						
Number of Machines:				Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
27.00	3.00	0.00	0.00	0.00	0.00	29.70

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

DAVID BANGE ROOFING LLC
6900 SW 21 CT #13
DAVIE, FL 33317

Receipt # 10A-18-00000563
Paid 07/31/2019 29.70

2019 - 2020



VENDOR DRUG-FREE WORKPLACE CERTIFICATION FORM

SECTION 1 GENERAL TERM

Preference may be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

IDENTICAL TIE BIDS - Preference may be given to businesses with drug-free workplace programs. Whenever two or more bids that 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 drugfree 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 of, 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 each conviction.
5. Impose a sanction on, or require the satisfactory 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.

SECTION 2 AFFIRMATION

☒ Place a check mark here only if affirming bidder **complies fully** with the above requirements for a Drug-Free Workplace.

☐ Place a check mark here only if affirming bidder **does not** meet the requirements for a Drug-Free Workplace.

Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for Drug-Free Workplace Preference. This form must be completed by/for the proposer; the proposer **WILL NOT** qualify for Drug-Free Workplace Preference based on their sub-contractors' qualifications.

David Bange Roofing

Company Name

David Bange

Authorized Signer Name


Authorized Signature



EQUAL BENEFITS CERTIFICATION FORM FOR DOMESTIC PARTNERS AND ALL MARRIED COUPLES

Except where federal or state law mandates to the contrary, a Contractor awarded a Contract pursuant to a competitive solicitation shall provide benefits to Domestic Partners and spouses of its employees, irrespective of gender, on the same basis as it provides benefits to employees' spouses in traditional marriages.

The Contractor shall provide the City and/or the City Manager or his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this section, and upon request shall provide evidence that the Contractor is in compliance with the provisions of this section upon each new bid, contract renewal, or when the City Manager has received a complaint or has reason to believe the Contractor may not be in compliance with the provisions of this section. Records shall include but not be limited to providing the City and/or the City Manager or his/her designee with certified copies of the Contractor's records pertaining to its benefits policies and its employment policies and practices.

The Contractor must conspicuously make available to all employees and applicants for employment the following statement:

"During the performance of a contract with the City of Pembroke Pines, Florida, the Contractor will provide Equal Benefits to its employees with spouses, as defined by Section 35.39 of the City's Code of Ordinances, and its employees with Domestic Partners and all Married Couples".

The posted statement must also include a City contact telephone number and email address which will be provided to each contractor when a covered contract is executed.

SECTION 1 DEFINITIONS

1. **Benefits** means the following plan, program or policy provided or offered by a contractor to its employees as part of the employer's total compensation package which may include but is not limited to sick leave, bereavement leave, family medical leave, and health benefits.
2. **Cash Equivalent** mean the amount of money paid to an employee with a domestic partner or spouse in lieu of providing benefits to the employee's domestic partner or spouse. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee for his or her spouse from a traditional marriage.
3. **Covered Contract** means a contract between the City and a contractor awarded subsequent to the date when this section becomes effective valued at over \$25,000 or the threshold amount required for competitive bids as required in section 35.18(A) of the Procurement Code.
4. **Domestic Partner** shall mean any two (2) adults of the same or different sex who have registered as domestic partners with a governmental body pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at



least one of the domestic partners. A contractor may institute an internal registry to allow for the provision of equal benefits to employees with domestic partners who do not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership registry exists. A contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by the City of Pembroke Pines.

5. **Equal benefits** means the equality of benefits between employees with spouses and/or dependents of spouses and employees with domestic partners and/or dependents of domestic partners, and/or between spouses of employees and/or dependents of spouses and domestic partners of employees and/or dependents of domestic partners.
6. **Spouse** means one member of a married pair legally married under the laws of any state within the United States of America or any other jurisdiction under which such marriage is legally recognized, irrespective of gender.
7. **Traditional marriage** means a marriage between one man and one woman.

SECTION 2 CERTIFICATION OF CONTRACTOR

The firm providing a response, by virtue of the signature below, certifies that it is aware of the requirements of Section 35.39 "City Contractors providing Equal Benefits for Domestic Partners and all Married Couples" of the City's Code of Ordinances, and certifies the following (**Check only one box below**):

- ☒ **A.** Contractor currently complies with the requirements of this section; or
- ☐ **B.** Contractor will comply with the conditions of this section at the time of contract award; or
- ☐ **C.** Contractor will not comply with the conditions of this section at the time of contract award: or
- ☐ **D.** Contractor does not comply with the conditions of this section because of the following allowable exemption (**Check only one box below**):
- ☐ **1.** The Contractor does not provide benefits to employees' spouses in traditional marriages;
- ☐ **2.** The Contractor provides an employee the cash equivalent of benefits because the Contractor is unable to provide benefits to employees' Domestic Partners or spouses despite making reasonable efforts to provide them. To meet this exception, the Contractor shall provide a notarized affidavit that it has made reasonable efforts to provide such benefits. The affidavit shall state the efforts taken to provide such benefits and the amount of the cash equivalent. Cash equivalent means the amount of money paid to an employee with a Domestic Partner or spouse rather than providing benefits to the employee's Domestic Partner or spouse. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee's spouse;



City of Pembroke Pines

☐ 3. The Contractor is a religious organization, association, society, or any non-profit charitable or educational institution or organization operated supervised or controlled by or in conjunction with a religious organization, association, or society;

☐ 4. The Contractor is a governmental agency;

The certification shall be signed by an authorized officer of the Contractor. Failure to provide such certification (by checking the appropriate boxes above along with completing the information below) shall result in a Contractor being deemed non-responsive.

COMPANY NAME: David Bange Roofing

AUTHORIZED OFFICER NAME / SIGNATURE: _____

A handwritten signature in black ink, appearing to read "David Bange", written over a horizontal line.



LOCAL VENDOR PREFERENCE CERTIFICATION

SECTION 1 GENERAL TERM

LOCAL PREFERENCE

The evaluation of competitive bids is subject to section 35.36 of the City's Procurement Procedures which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation. A local business shall be defined as:

1. "Local Pembroke Pines Vendor" shall mean a business entity which has maintained a permanent place of business with full-time employees within the City limits for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the City of Pembroke Pines.

OR;

2. "Local Broward County Vendor" shall mean or business entity which has maintained a permanent place of business with full-time employees within the Broward County limits for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the Broward County or the city within Broward County where the business resides.

A preference of five percent (5%) of the total evaluation point, or five percent (5%) of the total price, shall be given to the **Local Pembroke Pines Vendor(s)**; A preference of two and a half percent (2.5%) of the total evaluation point for local, or two and a half percent (2.5%) of the total price, shall be given to the **Local Broward County Vendor(s)**.

COMPARISON OF QUALIFICATIONS

The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the city from giving any other preference permitted by law instead of the preferences granted, nor prohibit the city to select the bid or proposal which is the most responsible and in the best interests of the city.

SECTION 2 AFFIRMATION

LOCAL PREFERENCE CERTIFICATION:

- ☒ Place a check mark here only if affirming bidder meets requirements above as a Local Pembroke Pines Vendor. In addition, the business must attach a current business tax receipt from the City of Pembroke Pines along with any previous business tax receipts to indicate that the business entity has maintained a permanent place of business for a minimum of one (1) year.
- ☐ Place a check mark here only if affirming bidder meets requirements above as a Local Broward County Vendor. In addition, the business must attach a current business tax receipt from the Broward County or the city within Broward County where the business resides along with any previous business tax receipts to indicate that the business entity has maintained a permanent place of business for a minimum of one (1) year.
- ☐ Place a check mark here only if affirming bidder does not meet the requirements above as a Local Vendor.

Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for Local Preference. This form must be completed by/for the proposer; the proposer WILL NOT qualify for Local Vendor Preference based on their sub-contractors' qualifications.

COMPANY NAME: David Bange Roofing

PRINTED NAME / AUTHORIZED SIGNATURE: _____



City of Pembroke Pines

**SCRUTINIZED COMPANY CERTIFICATION
PURSUANT TO FLORIDA STATUTE § 287.135.**

I, David Bange, on behalf of David Bange Roofing,
Print Name and Title Company Name
certify that David Bange Roofing:
Company Name

1. Does not participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel list; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector list, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

David Bange

Print Name / Title

David Bange Roofing

Company Name


Signature



**SWORN STATEMENT ON PUBLIC ENTITY CRIMES
UNDER FLORIDA STATUTES CHAPTER 287.133(3)(a).**

1. This sworn statement is submitted David Bange Roofing
(name of entity submitting sworn statement)
whose business address is 6900 SW 21st CT. Suite 13 Davie, FL 33317
and (if applicable) its Federal Employer Identification Number (FEIN) is
46-4991232. (If the entity has no FEIN, include the Social Security
Number of the individual signing this sworn statement: _____.)
2. My name is David Bange and my
(Please print name of individual signing)
relationship to the entity named above is _____.
3. 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 with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand that a "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 a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
5. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of 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 Cityship 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.

6. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with 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.
7. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Please indicate which statement applies.)**

☒ A) Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ B) The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in 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, AND **(Please indicate which additional statement applies.)**

☐ B1) There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **(Please attach a copy of the final order.)**

☐ B2) The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **(Please attach a copy of the final order.)**

☐ B3) The person or affiliate has not been placed on the convicted vendor list. **(Please describe any action taken by or pending with the Department of General Services.)**

David Bange

Bidder's Name

David Bange Roofing

Company Name

Signature

1/7/2020

Date



(OFFICE USE ONLY) Vendor number:

Vendor Information Form

Operating Name (Payee)	David Bange Roofing		
Legal Name (as filed with IRS)	David Bange Roofing, LLC		
Remit-to Address (For Payments)	6900 SW 21st Ct. Suite 13 Davie, FL 33317		
Remit-to Contact Name:	Alex Christodoulou	Title:	Project Manager
Email Address:	alex@davidbangeroofing.com		
Phone #:	(954) 901-1122	Fax #	
Order-from Address (For purchase orders)	6900 SW 21st Ct Suite 13 Davie, FL 33317		
Order-from Contact Name:	David Bange	Title:	President
Email Address:	gretchen@davidbangeroofing.com		
Phone #:	(954) 435-7663	Fax #	
Return-to Address (For product returns)	6900 SW 21st Ct Suite 13 Davie, FL 33317		
Return-to Contact Name		Title:	
Email Address:			
Phone #:		Fax #	
Payment Terms:			

Type of Business (please check one and provide Federal Tax identification or social security Number)

☐ Corporation

Federal ID Number:

46-4991232

☐ Sole Proprietorship/Individual

Social Security No.:

☐ Partnership

☐ Health Care Service Provider

☒ LLC – C (C corporation) – S (S corporation) – P (partnership)

☐ Other (Specify):

Name & Title of Applicant David Bange, President

Signature of Applicant

Date

1/10/2020



VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION

SECTION 1 GENERAL TERM

VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE

The evaluation of competitive bids is subject to section 35.37 of the City's Procurement Procedures which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to veteran owned small businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with the following objective criteria as of the bid or proposal submission date stated in the solicitation. A veteran owned small business shall be defined as:

1. "Veteran Owned Small Business" shall mean a business entity which has received a "Determination Letter" from the United States Department of Veteran Affairs Center for Verification and Evaluation notifying the business that they have been approved as a Veteran Owned Small Business (VOSB).

A preference of two and a half percent (2.5%) of the total evaluation point, or two and a half percent (2.5%) of the total price, shall be given to the **Veteran Owned Small Business (VOSB)**. This shall mean that if a **VOSB** submits a bid/quote that is within 2.5% of the lowest price submitted by any vendor, the **VOSB** shall have an option to submit another bid which is at least 1% lower than the lowest responsive bid/quote. If the **VOSB** submits a bid which is at least 1% lower than that lowest responsive bid/quote, then the award will go to the **VOSB**. If not, the award will be made to the vendor that submits the lowest responsive bid/quote. If the lowest responsive and responsible bidder is a "**Local Pembroke Pines Vendor**" (**LPPV**) or a "**Local Broward County Vendor**" (**LBCV**) as established in Section 35.36 of the City's Code of Ordinances, entitled "Local Vendor Preference", then the award will be made to that vendor and no other bidders will be given an opportunity to submit additional bids as described herein.

If there is a **LPPV**, a **LBCV**, and a **VOSB** participating in the same bid solicitation and all three vendors qualify to submit a second bid, the **LPPV** will be given first option. If the **LPPV** cannot beat the lowest bid received by at least 1%, an opportunity will be given to the **LBCV**. If the **LBCV** cannot beat the lowest bid by at least 1%, an opportunity will be given to the **VOSB**. If the **VOSB** cannot beat the lowest bid by at least 1%, then the bid will be awarded to the lowest bidder.

If multiple **VOSBs** submit bids/quotes which are within 2.5% of the lowest bid/quote and there are no **LPPV** or **LBCV** as described in Section 35.36 of the City's Code of Ordinance, entitled "Local Vendor Preference", then all **VOSBs** will be asked to submit a **Best and Final Offer (BAFO)**. The award will be made to the **VOSB** submitting the lowest **BAFO** providing that that **BAFO** is at least 1% lower than the lowest bid/quote received in the original solicitation. If no **VOSB** can beat the lowest bid/quote by at least 1%, then the award will be made to the lowest responsive bidder.

COMPARISON OF QUALIFICATIONS

The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the city from giving any other preference permitted by law instead of the preferences granted, nor prohibit the city to select the bid or proposal which is the most responsible and in the best interests of the city.

SECTION 2 AFFIRMATION

VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION:

- ☐ Place a check mark here only if affirming bidder meets requirements above as a Veteran Owned Small Business. In addition, the bidder must attach the "Determination Letter" from the U.S. Dept. of Veteran Affairs Center.
- ☒ Place a check mark here only if affirming bidder does not meet the requirements above as a VOSB.

Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for VOSB Preference. This form must be completed by/for the proposer; the proposer **WILL NOT** qualify for VOSB Preference based on their sub-contractors' qualifications.

COMPANY NAME: David Bange Roofing

PRINTED NAME / AUTHORIZED SIGNATURE: _____

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.


Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ► 01/01/2019
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.