

# MINUTES

## KEY COLONY BEACH CITY COMMISSION SPECIAL MEETING

### ‘CITY HALL PROJECT – PRE-CONSTRUCTION NEEDS’

Thursday, December 18<sup>th</sup>, 2025 – 1:00 pm  
Marble Hall, 600 W. Ocean Drive, Key Colony Beach  
& via Zoom Conferencing

- 1. Call to Order, Pledge of Allegiance, Prayer, & Roll Call:** The Key Colony Beach City Commission Special Meeting was called to order by Mayor Freddie Foster at 1:00 PM, followed by the Pledge of Allegiance, Prayer, and Rollcall. **Present:** Mayor Freddie Foster, Vice-Mayor Doug Colonell, Commissioner Tom Harding, Commissioner Tom DiFransico (via Zoom), Commissioner Kirk Diehl. **Also present:** City Attorney Scott Black, City Administrator John Bartus, Building Official Tony Loreno, City Clerk Silvia Roussin, Administrative Assistant Par Darnall, CPH Architect Brandan DeCaro.

Mayor Foster found good cause for Commissioner DiFransico to attend via Zoom.

- 2. Approval of the Agenda** (*Additions, changes, and deletions can be made via one motion and a second to approve by a majority vote*)

City Clerk Roussin informed of the following agenda changes:

**Under Item 4.e** The Addendum of Option 3: Quote by Westchester Surplus for builder’s risk with windstorm coverage

(general builder’s risk deductible \$50,000.00, windstorm deductible \$250,000.00, windstorm sub-limit \$2,500,000.00, water damage deductible (non-flood) \$150,000.00) = premium \$110,123.80

**A new Item 4f.** Discussion/Approval of a proposal by Commissioner Diehl for the purchase of ceiling tiles through Home Depot for \$23,078.42

There were no other changes, and Mayor Foster asked for a motion to approve.

**MOTION:** Motion made by Vice-Mayor Colonell to approve the agenda with changes. Commissioner Diehl seconded the motion.

**DISCUSSION:** None.

**ON THE MOTION:** Rollcall vote. Unanimous approval.

- 3. Citizen Comments and Correspondence:** None.

- 4. Items for Commission Discussion/Approval for City Hall Pre-Construction Needs:**

- a. Change Order Approval Process**

Mayor Foster introduced the agenda item and asked Vice-Mayor Colonell to elaborate. Vice-Mayor Colonell explained the current change order approval process and requested clarification on procedures for smaller items to help expedite approvals and keep the contractor on schedule.

The Commission discussed authorizing the Vice-Mayor to approve minor and major change orders based on cost impact, design changes, and potential material substitutions. Discussion also included federal bid

requirements, approval of the schedule of values, establishing approval boundaries, the need for Special Meetings, and the Mayor's discretionary spending authority.

City Clerk Roussin summarized her understanding of the Commission's desired process for handling potential change orders. City Clerk Roussin stated that change orders with no cost impact would be approved by the Vice-Mayor. Change orders with a cost impact of up to \$15,000.00 would be submitted by the Vice-Mayor to the City Clerk, who would then distribute them to the City Commission. Commissioners would have 24 hours to object. If an objection is received, a Special Meeting will be called to discuss and act on the proposed change order. No response within the 24-hour period would constitute approval.

Additional discussion addressed physical quorum requirements for emergency meetings, the need for monthly project updates, and procedures for incorporating minor work changes into the AIA Agreement.

City Clerk Roussin restated the proposed motion for the Commission as follows:

- Change orders with no cost impact shall be approved by the Vice-Mayor.
- Change orders with a cost impact of up to \$15,000.00 shall be submitted by the Vice-Mayor to the City Clerk for distribution to the City Commission, which shall have 24 hours to object.
- If an objection is made, an Emergency Meeting shall be called for discussion and approval.
- No response within 24 hours shall constitute approval of the proposed change order.
- Change orders exceeding \$15,000.00 must be presented to the City Commission for approval at a public hearing.

**MOTION:** Motion made by Commissioner Diehl to approve. Commissioner Harding seconded the motion.

**DISCUSSION:** None.

**ON THE MOTION:** Rollcall vote. Unanimous approval.

#### **b. Move meetings to afternoons to allow timely construction work**

Vice-Mayor Colonell spoke on the topic of moving City meetings to the afternoon. City Clerk Roussin provided an overview of current City meetings and extracurricular activities being held at Marble Hall.

Mayor Foster suggested adopting new meeting times beginning in February and noted that community organizers should be able to continue holding meetings with the understanding that construction-related noise, dust, and other disruptions may occur. Vice-Mayor Colonell recommended adding only the City Commission, Utility Board, and Planning & Zoning Board meetings to the fixed schedule, with the understanding that Committees would have the ability to meet via Zoom if needed. He also questioned the feasibility of holding community events in the mornings or during daytime hours.

Mayor Foster reminded the Commission that the contractor is aware of the City's meeting requirements and is expected to leave Marble Hall available for scheduled use. The Commission discussed potential disruptions caused by construction activity, including noise, dust within Marble Hall, and debris in the parking lot. The possibility of identifying alternate meeting locations for public meetings was also discussed.

City Clerk Roussin requested clarification on the Commission's consensus regarding upcoming meetings and stated her understanding that, beginning in February, all public meetings would be held in the afternoon. City Clerk Roussin further stated that the Beautification and Recreation Committees would have the option to meet via Zoom if Marble Hall is unavailable. City Clerk Roussin also confirmed that community events may continue as scheduled, with the understanding that event organizers cannot require work at Marble Hall to stop and that construction noise or dust interruptions may occur.

CPH Architect DeCaro suggested notifying the public of construction activity in the parking lot. Mayor Foster confirmed that signage would be posted in the parking lot. Mayor Foster further suggested that the Pilates class organizer seek alternate locations for the exercise class, which City Clerk Roussin confirmed she would follow up on.

Commissioner DiFransico suggested providing the contractor with detailed information regarding Marble Hall usage to avoid misunderstandings. City Clerk Roussin also confirmed she would follow up on potential adjustments to staff work hours as needed.

Vice-Mayor Colonell confirmed he would follow up with the contractor and provide a meeting schedule for the City Commission, Planning & Zoning Board, Utility Board, and the Fishing & Boating Club. He reiterated that other Committees would have the ability to meet via Zoom if necessary and that community events should seek alternate locations if needed.

Assistant City Attorney Scott Black advised that the full schedule, including recreational activities, should be provided to the contractor. Mayor Foster confirmed that the Recreation and Beautification Committees should be included in the schedule as well. Additional discussion followed regarding the contractor's upcoming construction schedule to assist with planning and coordination.

The Commission reached consensus on the scheduling of public meetings and community events as discussed.

**c. Discussion/Approval of Generator Purchase:**

**Option 1:** 200REOZJF, 96-hour / 1517 Gallon Tank - at 100% (feeds entire building but excludes post office), estimated \$105,000.00 Leadtime: 15 weeks - **CURRENTLY IN PLANS**

**Option 2:** 200REOZJF, 48-hour / 765 Gallon Tank - at 100% (feeds entire building but excludes post office) **estimated \$90,000.00 -+ Leadtime: 12-15 weeks**

**Option 3:** 150REOZJF, 48-hour / 595 Gallon Tank - at 100% (excludes marble hall's panels in the storage closet that includes the boat lift and the kitchen panel) **estimated \$75,000 -+ Leadtime: 12-15 weeks**

Mayor Foster introduced the agenda item and recommended proceeding with Option 1 due to cost savings, and requested input from the Commission. Commissioner DiFransico expressed agreement with Option 1, with the understanding that it would not delay substantial completion of the project. Commissioner Harding commented on the height and location of the generator and noted the State's encouragement to consider alternative fuel sources for generator power.

The Commission discussed existing fuel tank capacity and the possibility of purchasing an additional fuel trailer.

**MOTION:** Motion made by Mayor Foster to approve Option 1. Commissioner DiFransico seconded the motion.

**DISCUSSION:** None.

**ON THE MOTION:** Roll call vote. Motion approved unanimously.

**d. Review locations for City Events (Farmers Market, KCB Day)**

Mayor Foster reported that he had spoken with the contractor regarding the one-day Key Colony Beach Day event and that the contractor expressed no concerns. The Commission discussed the proposed staging plan provided to the contractor, including access to the Post Office, the location of the Farmers Market, contractor parking, and material storage needs.

The Commission reached consensus that, if necessary, the Farmers Market may be relocated to the 7th Street area, and that the location for the Key Colony Beach Day event shall remain unchanged.

**e. Discussion/Approval of Builders Risk Insurance Purchase**

- i. **Option 1:** Quote by Zurich for builder's risk (\$1,000.00 deductible) = premium \$36,537.76
- ii. **Option 2:** Quote by Zurich for builder's risk (\$10,000.00 deductible) = premium \$31,072.65
- iii. **Option 3:** The Addendum of Option 3: Quote by Westchester Surplus for builder's risk with windstorm coverage (general builder's risk deductible \$50,000.00, windstorm deductible \$250,000.00, windstorm sub-limit \$2,500,000.00, water damage deductible (non-flood) \$150,000.00) = premium \$110,123.80

Assistant City Attorney Black provided information on the available options for builders' risk insurance, explained deductibles, and insurance premiums. Scott Black confirmed the obligation to purchase builders' risk insurance and explained the benefits to the city of purchasing the insurance and making informed decisions on deductibles and coverage for each covered claim. After discussion on best possible options, Mayor Foster asked for a motion.

**MOTION:** Motion made by Commissioner Harding to approve. Vice-Mayor Colonell seconded the motion.

**DISCUSSION:** Mayor Foster confirmed for the motion is to approve Option 2.

**ON THE MOTION:** Rollcall vote. Unanimous approval.

**f. Discussion/Approval of a proposal by Commissioner Diehl for the purchase of ceiling tiles through Home Depot for \$23,078.42 \*\*Addendum\*\***

Mayor Foster clarified that no approval was being sought at this time, but that the agenda item was intended to provide the contractor with an opportunity to review possible options. Commissioner Diehl explained the differences between tile options and provided information regarding material costs and estimated labor.

The Commission discussed the tile selection proposed by the contractor and potential cost savings associated with switching to an alternate tile. Vice-Mayor Colonell suggested comparing actual tile samples and reviewing materials and costs in more detail, with the Commission to revisit the matter at a later date.

Mayor Foster reported that additional spalling had been discovered in the building and that further repairs would be required. Vice-Mayor Colonell informed that Key Colony Beach resident Janie Byland will assist with identifying and relocating trees and plants around City Hall, with the work anticipated to occur the following week.

The Commission discussed the contractor's responsibilities related to the removal and replanting of trees. CPH Architect DeCaro confirmed that he would review and clarify those responsibilities. Additional discussion followed on the transplanting of plants and trees, potential relocation areas, and the relative costs of transplanting versus replacement.

**5. Citizen Comments:** None.

**6. Adjournment:** The meeting adjourned at 2:40 PM.

Respectfully submitted,

*Silvia Roussin*  
City Clerk

**ADOPTED: February 19, 2026**

***Silvia Roussin***  
**City Clerk**

**12-18-2025 City Commission Special Meeting Agenda Changes**

**Under Item 4.e** The Addendum of Option 3: Quote by Westchester Surplus for builder's risk with windstorm coverage

(general builder's risk deductible \$50,000.00, windstorm deductible \$250,000.00, windstorm sub-limit \$2,500,000.00, water damage deductible (non-flood) \$150,000.00) = premium \$110,123.80

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## **The City of Key Colony Beach**

01/01/2026 - 01/01/2027

**Prepared for:**

Matt Nilles

Bowen, Miclette & Britt of Florida, LLC

**Prepared by:**

Dawn Gordon

727.342.6781

[dgordon@brcins.com](mailto:dgordon@brcins.com)

## Insurance Proposal

We are pleased to offer the following Quotation for your review which has been obtained solely on the basis of your instructions to us. Note this Quotation may be withdrawn at any time prior to acceptance and coverage may not be bound without prior consent from the insurer as confirmed in writing by Brown & Riding.

Please note that the coverage, terms, and conditions described in this Quotation may differ from those requested in Producer's original submission. Producer is responsible for reviewing the suitability of coverage, terms, and conditions with the insured and for reconciling any differences between this Quotation and your original submission to us.

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**INSURED:**

The City of Key Colony Beach

**MAILING ADDRESS:**

600 W Ocean Drive  
Key Colony Beach, FL, 33051

**POLICY TERM:**

01/01/2026 - 01/01/2027

**INSURER**

Westchester Surplus Lines Insurance Company

**STATUS**

Non Admitted

**PREMIUM BREAKDOWN:**

Premium	\$	103,876.00	
Broker Fee	\$	1,000.00	Fully earned at inception
FL SL Tax	\$	5,180.87	
FL Stamping Fee	\$	62.93	
FL DCA EMPA Commercial Fee	\$	4.00	
<b>Total Gross Amount</b>	<b>\$</b>	<b>110,123.80</b>	

**COMMISSION:** 10.00 % of premium excluding fees and taxes. Balance is due within 20 days of binding.

\$27,008.00 MINIMUM RETAINED PREMIUM IN THE EVENT OF CANCELLATION. NO FLAT CANCELLATIONS.

Dawn Gordon, W137450

**COVERAGE(S)**

Builders Risk

**LIMIT(S)**

\$5,414,995 (100.0000%) part of \$5,414,995 per OCCURRENCE

**SUBLIMIT(S)**

Named Windstorm: \$2,500,000

**DEDUCTIBLE(S)**

\$50,000 Direct physical LOSS in any one OCCURRENCE except;

LOSS in any one OCCURRENCE caused by or resulting from WATER DAMAGE Subject to a maximum deductible of: \$150,000

LOSS in any one OCCURRENCE caused by or resulting from NAMED WINDSTORM Subject to a maximum deductible of: \$250,000

**TRIPRA**

\$4,155 AP + Taxes

**SUBJECTIVITY(IES)**

- Receive Construction Budget with itemized breakdown
- Receive Gantt Chart / Schedule for the Project Term
- Accept/Reject TRIA

Brown & Riding will bind or place insurance solely upon the written instructions of Producer. Brown & Riding assumes no legal obligation as to the insurance applicant, insured, or known or unknown third parties regarding the suitability, adequacy, or appropriateness of limits, terms, conditions, exclusions, and other policy features.

Producer guarantees payment of premium for risks placed through Brown & Riding. If Producer does not make timely payment of any sums due Brown & Riding, then the policy may be canceled for non-payment of premium.

By binding this coverage, the Retailer confirms that the prospective insured has (1) been advised of the right to receive policy documents in paper format; and (2) has consented to receive all such documents electronically.

Please note that in placing or attempting to place insurance requested by Producer, we perform several tasks, which may or may not include: review of losses, risk modeling, coverage comparison, coverage negotiation with various carrier representatives, policy review, policy issuance and servicing. We may charge a fee for these services in addition to any commission that may be payable to us by the carrier with which we bind your client's business. Fees charged at binding will be fully



**Date:** 12/15/2025  
**Quote Expires In:** 17 Days

earned. Producer shall be responsible for disclosing to Producer's customer all Brown & Riding fees, income, and charges.

Regards,

Dawn Gordon

To: Jessica Gonsalves  
Company: BROWN & RIDING INSURANCE SERVICES INC

From: Nicholas Buchanan  
Date Sent: 12/13/2025

**Builders Risk Coverage Quotation**

Quote #: 09XOXL 001QU

Named Insured & Mailing Address: The City of Key Colony Beach  
600 W Ocean Dr, Key Colony Beach FL, 33051

Thank you for submitting the captioned account. Please read this quotation carefully, as the limits, coverage, exclusions, and any other terms and conditions may vary from those you requested in your submission and/or from the expiring policy.

This quote is valid for 30 days from the date sent or until the effective date shown below, whichever comes first. Please contact me with any questions that you may have.

**When Coverage Begins:** 01/01/2026 12:01 A.M. Local Time at the NAMED INSURED's Address

**When Coverage Ends:** 01/01/2027 12:01 A.M. Local Time at the NAMED INSURED's Address

**Term:** 365 Days

**Company:** Westchester Surplus Lines Insurance Company (Non-Admitted)

**Coverage:** Builder's Risk

**Coverage Form(s):** Construction Risk Coverage Form ACE0728 (11/21)

**Covered Perils:** Direct physical LOSS subject to the terms, conditions and exclusions in the policy forms and as specified below.

Whenever "NCP" is shown below it denotes no coverage has been purchased and no coverage is provided.

Whenever "NA" is shown below it denotes "Not Applicable" to that coverage, deductible, Sub-limit of Insurance, or other policy provision.

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**I. Description, Location and Estimated Completed Value of the INSURED PROJECT at Policy Inception**

- A. Estimated construction contract price: \$5,414,995
- B. Value of all property not declared in A. above to be insured by this policy and intended for installation under the construction contract, whether supplied by the INSURED PROJECT owner(s) or other(s): NCP
- C. Estimated Completed Value of the INSURED PROJECT at Policy Inception: \$5,414,995
- D. Value of EXISTING PROPERTY at Policy Inception: NCP

- E. INSURED PROJECT Name: City Hall Renovation and Addition Project
- F. INSURED PROJECT Description / Construction: Key Colony City Hall Building project consists of three components: The hardening, renovation and a two-story addition totaling approx. 10,212 square feet. The hardening will include the Post Office and Marble Hall. The renovation and two-story addition will contain a new lobby, reception spaces, conference rooms, restrooms, and offices for the various departments: Administration, Police and Public Works.1 building 2 stories masonry noncombustible construction
- G. INSURED PROJECT Site:600 W Ocean Drive Key, Key Colony Beach, FL, 33051

**II. Limits of Insurance:**

\$5,414,995 (100.0000%) part of \$5,414,995 per OCCURRENCE

The Company will pay no more for direct physical LOSS in any one OCCURRENCE than the above Limit of Insurance. In addition, the Company will not pay for more than its proportionate share (100.0000%) of the following Sub-limits of Insurance and Annual Aggregate Sub-limits of Insurance, which are part of, and not in addition to, the Limit of Insurance above:

**Sub-limits of Insurance**

A. Physical LOSS to the INSURED PROJECT	\$5,414,995		
B. Delay in Opening (per Form Number ACE 0729)	NCP	Per OCCURRENCE and in the Aggregate	
Maximum PERIOD OF INDEMNITY:		Loss of RENTAL INCOME NCP Calendar Days Loss of BUSINESS INCOME NCP Calendar Days SOFT COSTS/ADDITIONAL EXPENSES NCP Calendar Days	
Loss of RENTAL INCOME:	NCP	Monthly Limit of Indemnity	NCP
Loss of BUSINESS INCOME:	NCP	Monthly Limit of Indemnity	NCP
SOFT COSTS / ADDITIONAL EXPENSES:	NCP	Monthly Limit of Indemnity	NCP
Interest expense on construction loan(s);	NCP	Monthly Limit of Indemnity	N/A
Advertising and promotional expense;	NCP	Monthly Limit of Indemnity	N/A
Legal and accounting fees;	NCP	Monthly Limit of Indemnity	N/A

Commissions incurred upon the renegotiation of leases;	NCP	Monthly Limit of Indemnity	N/A
Fees for licenses and permits;	NCP	Monthly Limit of Indemnity	N/A
Insurance premiums for Builders Risk, Workers' Compensation and General Liability Insurance;	NCP	Monthly Limit of Indemnity	N/A
Real estate taxes and assessments;	NCP	Monthly Limit of Indemnity	N/A
Project administration expense, excluding Developer fees and project resequencing costs;	NCP	Monthly Limit of Indemnity	N/A
C. EXISTING PROPERTY	NCP		
D. Damage to the Owner's EXISTING PROPERTY - Limited	NCP		
E. Property in Transit per Conveyance	\$100,000		
F. Temporary Off-site Storage and Off-site Staging Areas, any one location	\$100,000		
G. Expediting Expenses and Extra Expenses	20.00% of the insured physical LOSS, or <u>\$250,000</u> , whichever is less		
H. Debris Removal	25.00% of the insured physical LOSS, or <u>\$250,000</u> ; whichever is less		
I. Trees, Shrubs, Plants and Lawns	\$100,000		
J. Protection Service Charges	\$100,000		
K. Fire Protective Equipment Recharge	\$100,000		
L. Valuable Papers and Records	\$100,000		
M. Claim Preparation Expenses	\$100,000		
N. Protection of Insured Property Pre-LOSS	\$50,000		
O. Architects and Engineers Fees	\$100,000		
P. Office and Construction Trailers/Semi-trailers and their Contents	\$25,000		
Q. Ordinance or Law	\$500,000		
R. TESTING	NCP		

S. Business Personal Property	\$5,000
T. Contract Penalty	NCP
U. TOWER CRANE Re-Erection Expense	NCP
V. NAMED WINDSTORM	\$2,500,000

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**Annual Aggregate Sub-limits of Insurance**

A. FLOOD	Per OCCURRENCE	NCP
	Annual Aggregate	NCP
B. EARTH MOVEMENT	Per OCCURRENCE	NCP
	Annual Aggregate	NCP
C. Pollution or Contamination Clean-Up	Per OCCURRENCE	\$25,000
	Annual Aggregate	\$25,000
D. Limited Coverage For FUNGUS, Wet Rot, Dry Rot or Bacteria	Per OCCURRENCE	\$25,000
	Annual Aggregate	\$25,000

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**III. Escalation Clause**

The Sub-limit of Insurance for Physical LOSS to the INSURED PROJECT stated above is considered an estimate. Should any increase in the Estimated Completed Value of the INSURED PROJECT occur, the Sub-limit of Insurance for Physical LOSS to the INSURED PROJECT will automatically increase to reflect the change concurrently, subject to a maximum increase of 0.00% of the original Sub-limit of Insurance stated above. The Per OCCURRENCE Limit of Insurance stated above will increase by the same amount.

This clause does not apply to other Sub-limits of Insurance, including Delay in Opening, if endorsed to this Policy, nor does it apply to the Annual Aggregate Sub-limits of Insurance.

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**IV. Deductibles**

\$50,000                      Direct physical LOSS in any one OCCURRENCE except;

- |  |     |
|--|-----|
| A. LOSS in any one OCCURRENCE caused by or resulting from FLOOD          | NCP |
| Subject to a maximum deductible of:                                      | N/A |
| B. LOSS in any one OCCURRENCE caused by or resulting from EARTH MOVEMENT | NCP |
| Subject to a maximum deductible of:                                      | N/A |

- C. LOSS in any one OCCURRENCE caused by or resulting from WATER DAMAGE  
Subject to a maximum deductible of: \$150,000  
NA
- D. LOSS in any one OCCURRENCE caused by or resulting from NAMED WINDSTORM  
Subject to a maximum deductible of: \$250,000  
NA

Where a percentage deductible is shown above, the deductible shall be the greater of the dollar amount shown, or the stated percentage of the total insured values at the INSURED PROJECT site or sites at the time and date of the LOSS, unless a maximum deductible is listed.

Delay in Opening - WAITING PERIOD:	NCP	Calendar Days, Each DELAY except;
A. Each DELAY Caused by or resulting from FLOOD:	NCP	Calendar Days
B. Each DELAY Caused by or resulting from EARTH MOVEMENT	NCP	Calendar Days
C. Each DELAY Caused by or resulting from NAMED WINDSTORM	NCP	Calendar Days
D. Each DELAY Caused by or resulting from WATER DAMAGE	NCP	Calendar Days

**V. Rates and Adjustment**

Coverage Type	Rate	Annual Premium	Term Deposit
INSURED PROJECT Physical LOSS	Various Per \$100 <b>Annual</b>	NA	\$103,876
Delay in Opening	NCP Per \$100 <b>Annual</b>	NA	NCP
TESTING ( days)	NCP Per \$100 <b>Term</b>	NA	NCP
TESTING ( days) Delay in Opening	NCP Per \$100 <b>Term</b>	NA	NCP
<b>Total Deposit Premium:</b>		\$103,876	
<b>TRIPRA Premium:</b>		\$4,155	
<b>Total Deposit Premium Including TRIPRA:</b>		\$108,031	

**Taxes, Surcharges & Fees:**

**Combined Total Amount Due including Taxes, Surcharges & Fees:** \$108,031.00

**Florida Legislative Flood Premium Tax Discount (1.75% of Flood Premium, Not included in Total Premium):**

Subject to a minimum earned premium of \$27,008

Any applicable taxes, surcharges or fees, etc. are in addition to the above stated premium. The actual taxes, surcharges or fees, etc. will be those in effect on the date coverage is bound. The insured is responsible for paying these taxes, surcharges or fees in addition to the above stated premium.

Please be advised that you are expected to comply with all state law requirements and your office is responsible for making State Surplus Lines Filings and remitting the applicable Surplus Lines taxes.

FOR POLICIES EFFECTIVE JULY 21, 2011 AND SUBSEQUENT, WE REQUIRE THE PRODUCER TO PROVIDE THE "HOME STATE" AS DEFINED IN THE NONADMITTED AND REINSURANCE REFORM ACT (NRRA) UPON THE BINDING OF THIS PLACEMENT. PREMIUM ALLOCATION INFORMATION IS REQUIRED AS WELL FOR OUR REPORTING PURPOSES.

**Commission:** 17.50%

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**Reporting:** No

**Terms & Conditions:**

Subjectivities:

Receive Construction Budget with itemized breakdown

Receive Gantt Chart / Schedule for the Project Term

Additional Item:

**General:**

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**VI. Extension of Term:**

This Policy may be extended for a period not to exceed zero(0) days from the original expiration date shown above, subject to the same terms and conditions in effect at the time of the extension, and subject to a pro-rata additional premium, exclusive of TESTING.

NOTE: Premium rates applicable to coverage during the period of June 1st through November 30th (NAMED WINDSTORM Season) may differ from rates applicable during the period December 1st through May 31st, and additional premium for extensions will reflect those pricing differences.

The TESTING PERIOD may be extended for a period not to exceed zero(0) days from the number of days for TESTING stated above, subject to the same terms and conditions in effect at the time of the extension, and subject to an additional premium based upon the number of days of the extension period.

The NAMED INSURED must request these extensions in writing and receive acceptance from the Company prior to the original expiration date of this Policy. If the NAMED INSURED does not provide the aforementioned written extension request(s), coverage provided hereunder shall terminate on the original expiration date stated in this Policy.

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## VII. Additional NAMED INSURED Information:

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## VIII. Mortgage and Loss Payee Information

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### Policy Forms:

Cover Letter	Cover Letter
WSG-084 (05/11)	Surplus Lines Broker Notice
SL-24680 (Ed. 10/09)	Florida Surplus Lines Notification
BB-5W58a (09/11)	Common Policy Declarations
CPfs2 (12/10)	Forms Schedule
ACE0727 (11/21)	Construction Risk Declarations
ACE0728 (11/21)	Construction Risk Coverage Form
ACE0210 (01/08)	Nuclear, Biological, Chemical, Radiological Exclusion
ACE1122 (05/24)	Electronic Data And Electronic Media Exclusion
ALL-10750 (01/15)	Terrorism Exclusion Endorsement
ALL-21101 (11/06)	Trade or Economic Sanctions Endorsement
IL 09 52 (01/15)	Cap on Losses From Certified Acts Of Terrorism
SL-44730b (04/23)	Service Of Suit Endorsement - Florida
TR-45231a (08/20)	Policyholder Disclosure Notice Of Terrorism Insurance Coverage
TRIA11e (08/20)	Disclosure Pursuant To Terrorism Risk Insurance Act
ACE0974 (04/20)	Exclusion Of Loss Due To Virus, Bacteria Or Microorganism That Induce Physical Distress, Illness Or Disease
ALL-20887 (10/06)	CHUBB Producer Compensation Practices & Policies
ALL-5X45 (11/96)	Questions About Your Insurance
IL P 001 (01/04)	U.S. Treasury Departments' Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders
MA-608255p (04/15)	Claims Directory Property and Inland Marine
LD-5S23I (10/24)	Signatures

### Valuation:

- A. Property Under Construction - The cost to repair or replace the insured property lost or damaged with material of like kind and quality, less betterment, including contractor's reasonable profit and overhead not exceeding the percentages in the original contract. If the insured property is not repaired or replaced then direct physical LOSS shall be settled on the basis of ACTUAL CASH VALUE.
- B. EXISTING PROPERTY - The Company will pay the least of the following for direct physical LOSS to EXISTING PROPERTY:
1. The ACTUAL CASH VALUE of the EXISTING PROPERTY;
  2. The cost of reasonably restoring the EXISTING PROPERTY to its condition immediately prior to the LOSS;
  3. The cost of replacing the EXISTING PROPERTY with substantially identical property unless replacement with substantially identical property is impossible or unnecessary. In such case, FUNCTIONAL REPLACEMENT COST would apply.
- C. Property of Others (Including Items Supplied by the Owner) - If Property of Others is new, the cost to repair or replace the insured property lost or damaged with material of like kind and

quality, less betterment. If Property of Others is not new then, the Owner's cost or ACTUAL CASH VALUE, whichever is less.

If the Property of Others is not repaired or replaced then direct physical LOSS shall be settled on the basis of ACTUAL CASH VALUE.

- D. TEMPORARY STRUCTURES - The cost to repair or replace the insured property lost or damaged with material of like kind, quality and condition but in the event the insured property is not repaired or replaced recovery will not exceed the ACTUAL CASH VALUE.—
- E. Valuable Papers and Records - The cost to reproduce the insured property with other property of like kind and quality including the cost of gathering or assembling information from back up data if replaced, or if not replaced, at the value of blank material.
- F. ELECTRONIC MEDIA or ELECTRONIC DATA - The cost of the blank media, plus the costs of copying or restoring ELECTRONIC DATA from back-up or from originals of a previous generation, not including research and engineering or the costs or expense of recreating, gathering or assembling such ELECTRONIC DATA.

This Policy does not insure any amount pertaining to the value of such ELECTRONIC DATA to the Named Insured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled. If not repaired, replaced or restored, ELECTRONIC MEDIA shall be valued at the cost of the blank media.

- G. Trees, Shrubs and Plants - The cost to replace with property of like kind and quality plus the proper proportion of labor expended if such damage occurs after installation.
- H. Office and Construction Trailers/Semi-trailers and their Contents - If not more than 5 years old as of the expiration date of this Policy, based on the manufacturer's model year, and the NAMED INSURED repairs or replaces the insured property, the least of the following shall apply:
  - 1. The cost to replace the lost or damaged insured property, without deduction for depreciation, with new property of comparable quality and utility;
  - 2. The amount the NAMED INSURED actually spends to repair or replace the lost or damaged insured property.

If the insured property is more than 5 years old or the NAMED INSURED does not actually repair or replace the insured property within a reasonable period of time after the date of LOSS, the Company will pay the ACTUAL CASH VALUE

The Company will pay for direct physical LOSS to insured property by determining its REPLACEMENT COST, provided that the NAMED INSURED actually repairs or replaces the lost or damaged insured property, or begins to repair the damaged insured property, within 24 months from the date of direct physical LOSS; otherwise, the Company will pay for direct physical LOSS to insured property by determining its ACTUAL CASH VALUE.

**Mandatory Exclusions and Amendments:**

All policy form exclusions including but not limited to Contaminants or Pollutants, Asbestos, Electronic Data/Cyber Risk, Fungus, Wet Rot, Dry Rot or Bacteria, and Nuclear, Biological, Chemical, Radiological Exclusions.

**Remarks:**

The terms, conditions, limits and exclusions of this quotation supersede the submitted information and specifications submitted to us for consideration, and all prior quotations.

Actual coverage will be determined by and in accordance with the policy as issued by the insurer.

The insurer is not bound by any statements made in the submission purporting to bind the insurer unless such statement is in the actual policy.

This quotation has been constructed in reliance on the information and specifications provided in the submission. A material change or misrepresentation of the submission information and specifications may void this quotation.

**TRIPRA:**

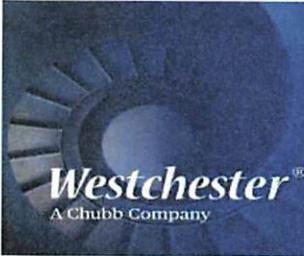
ATTACHED PLEASE FIND A DISCLOSURE NOTICE REQUIRED BY THE TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT ("TRIPRA").

**Certificates of Insurance:**

Please be advised that we do not review Certificates of Insurance or Evidences of Commercial Property Insurance issued by you, or by any party, relating to this policy of insurance either for content or accuracy. Accordingly, we request that you do not provide copies of certificates or evidences to us for review or for our records. Authority is granted to you for the limited purpose of issuing **unmodified ACORD Certificates (ACORD 25-S for Casualty and ACORD 24 for Property and Inland Marine) and unmodified Evidence of Commercial Property Insurance (ACORD 27 and 28) only**. It is your responsibility to see that any Certificate or Evidence provides an accurate representation of the coverage form and endorsements applicable to this policy at the time the Certificates or Evidences is issued. **Any modification of the approved ACORD forms specifically set forth above, or the issuance of a non-approved Certificates of Insurance ACORD or other is prohibited**. Certificates of Insurance or Evidence of Commercial Property Insurance may only be issued as a matter of information. You have no authority by virtue of a Certificate, Evidence, or otherwise, to amend, extend or otherwise alter coverage afforded under this policy. Certificates of Insurance or Evidences of Commercial Property Insurance are never recognized as endorsements or policy change requests. You must submit a separate written request if an endorsement or policy change (including but not limited to adding additional insureds, loss payees and mortgagees and/or alteration of notice requirements for cancellation) is requested. In the event a policy change is requested, the underwriter will advise if the request is acceptable to the Company.

Thank you for the opportunity to work on this risk.  
Regards.

**Authorized Signature**



Westchester's Claims Service proves exceptional. Advisen Industry Claims Satisfaction Survey ranks Chubb as most preferred insurer for Property, Management, and Professional Liability Claims Handling.

*Only carrier to be ranked number one in more than one category.*

[CLICK HERE](#)

## **DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### **Disclosure Of Premium**

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in this endorsement or in the policy Declarations.

### **Disclosure Of Federal Participation In Payment Of Terrorism Losses**

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals; 80% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

### **Cap On Insurer Participation In Payment Of Terrorism Losses**

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

COVERAGE OF "ACTS OF TERRORISM" AS DEFINED BY THE REAUTHORIZATION ACT WILL BE PROVIDED FOR THE PERIOD FROM THE EFFECTIVE DATE OF YOUR NEW OR RENEWAL POLICY THROUGH THE EARLIER OF THE POLICY EXPIRATION DATE OR DECEMBER 31, 2027. EFFECTIVE DECEMBER 31, 2027 THE TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT EXPIRES.

Terrorism Risk Insurance Act premium: **\$4,155.**



# Customer Quote

12/17/2025, 8:58 AM EST

Sales Person EV37E5

Store Phone # (305) 289-1966

Store # 6302

Location 4555 OVERSEAS HWY, MARATHON, FL 33050

## Customer Information

**KIRK DIEHL**  
(410) 279-2813  
KIRKDIEHL@YAHOO.COM

**DIEHL PROPERTIES**  
1005 EDGEWATER AVE UNIT 307  
OCEAN CITY, MD 21842



Quote # H6302-242641  
PO / Job Name KCB

### Will Call

Estimated Arrival  
Dec 23 - Dec 30

Alternate Pickup Person  
KIRK DIEHL

Item Description	Model #	SKU #	Unit Price	Qty	Subtotal
<b>Armstrong CEILINGS</b> Raised Panel 2 ft. x 2 ft. Suspended/Drop Tegular Ceiling Tile (864 sq. ft. /pallet)	1201	1006142280	<del>\$1,981.23 / pallet (unit load)</del> \$1,822.73 / pallet (unit load)	3	\$5,468.19

DISCOUNT \$158.50 OFF EACH  
 Get it by Dec 23 - Dec 29

<b>Everbilt</b> 12-Gauge 72 in. Hanger Wire (50-Pack) Ceiling Light Panel	CWHAWI72SILPK50	1013906666	<del>\$54.92 / each</del> \$50.53 / each	3	\$151.59
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DISCOUNT \$4.39 OFF EACH  
 Get it by Dec 24 - Dec 30

**Prices Valid Through: 12/24/2025**  
at The Home Depot #6302

<b>Subtotal</b>	\$6,108.45
<b>Discounts</b>	-\$488.67
<del><b>Sales Tax</b></del>	<del>\$421.48</del>
<b>Quote Total</b>	\$6,041.26

Total Ceiling Tiles = 5,686.97



# Customer Quote

12/17/2025, 11:36 AM EST

Sales Person EV37E5

Store Phone # (305) 289-1966

Store # 6302

Location 4555 OVERSEAS HWY, MARATHON, FL 33050

### Special Order Products

Armstrong Raised 2'x2' Flush Tegular Lay-In Fiberboard Ceiling Panel (White 12" Multiple Coffered Class A Fire Rating (6 Pieces/Case)... [QC:46305227] | Armstrong Raised 2'x2' Flush Tegular Lay-In Fiberboard Ceiling Panel (White 12" Multiple Coffered Class A Fire Rating (6 Pieces/Case)... [QC:46305227]

\$77.54 / case

Model #	SKU #	Unit Price	Qty	Subtotal
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DISCOUNT \$2.30 OFF EACH

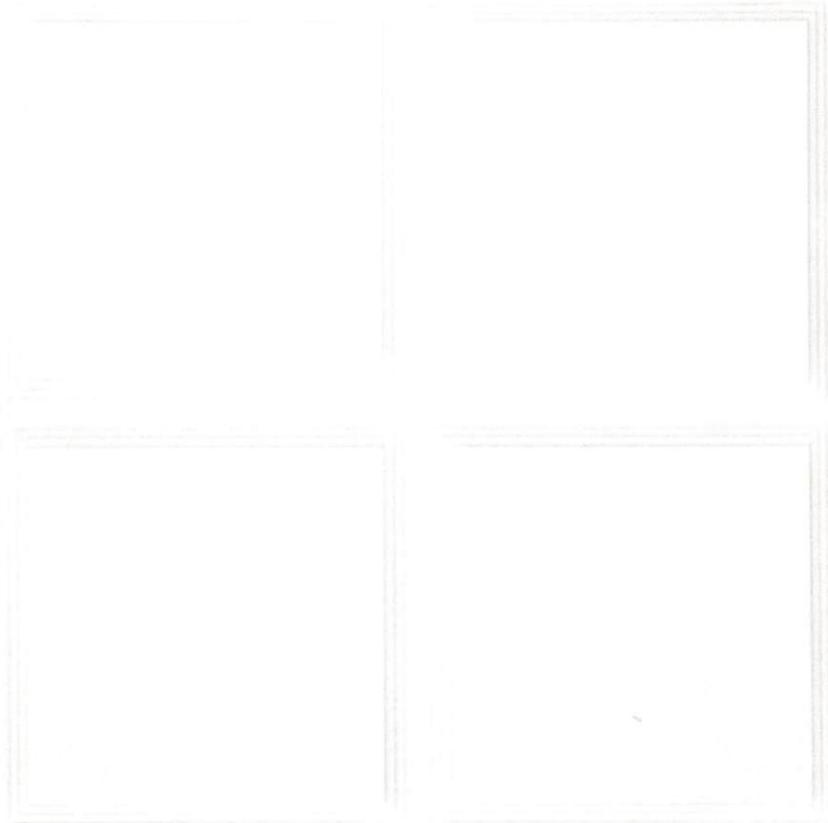
Prices Valid Through: 12/24/2025  
at The Home Depot #6302

Subtotal	\$17,891.32
Discounts	-\$499.87
<del>Sales Tax</del>	<del>\$1,904.36</del>
Quote Total	\$18,695.81

Total Ceiling = 17,391.45  
Grid Supplies

Grand Total :  
23,078.42

 **Back**



Pinch to Zoom



Home



Shop



Kirk



Store Mode



Cart

Armstrong CEILINGS  
**Cascade 2 ft. x 2 ft.  
Suspended/Drop Tegular Ceiling  
Tile ( 48 sq. ft./case)**

 (43)  Questions & Answers (11)

