

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

3H-27

Meeting Date: June 19, 2007

☒ Consent
☐ Ordinance

☐ Regular
☐ Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Work Order No. 07-001 with Murton Roofing Corp. in the amount of \$378,805 to perform roof repairs at the PBSO Admin. Building A, on Gun Club Rd., West Palm Beach.

Summary: The work will consist of the installation of an ArmaFlex Thermoplastic Surfacing Compound over all roofs, including removal and replacement of the roof-top lightning protection system. The participation goals are 15%. The SBE participation in this work order is 0%. When the participation for this Work Order is added to the total participation against the Roofing contract, the resulting values are 0%. The total construction duration is 30 days. This work will comply with all applicable local, state, and federal codes and regulations. (FD&O Admin) District 2 (JM)

Background and Justification: The existing roof system had a rock/gravel ballast coating, designed to hold the roof material in place as well as protect the roof material from the sun's rays. During the 2005 hurricane, this material was lifted by the winds and became missals, damaging surrounding County buildings and vehicles. Immediately prior to the 2006 hurricane season, all loose rock/gravel was removed to protect against potential damage recurrence. In order to protect the roof and it's warranty, the County has investigated alternative means to provide the necessary ballast/sun protection required to replace the removed rock/gravel. This Thermoplastic Surfacing Compound is the only product that will do what we need. Murton Roofing was selected based on their previous experience with this specialty product and their immediate availability.

Attachments:

1. Work Order
2. Contractor's Cost Proposal
3. Budget Availability Statement

Recommended by:

Ammy Wolf
Department Director

6/4/07

Date

Approved by:

V. Baker
for County Administrator

6/14/07

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Year	2007	2008	2009	2010	2011
Capital Expenditures		0	0	0	0
Operating Costs	416,605	0	0	0	0
External Revenues	0	0	0	0	0
Program Income (County)		0	0	0	0
In-Kind Match (County)	0	0	0	0	0
NET FISCAL IMPACT	416,605	0	0	0	0
# Additional FTE Positions (Cumulative)	—	—	—	—	

Is Item Included in Current Budget? Yes X No

Budget Account No: 3804-411-B218-17-4907 129,392
3804-411-B331-4610 75,795
3804-411-B351-4907 211,418
416,605

Reporting Category _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Construction 378,805
Contingency 37,800
416,605

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development & Control Comments:

Don R. 6-6-07
OFMB
6/6/07
CN
6/6/07

Jim J. J. 6/12/07
Contract Dev. and Control

B. Legal Sufficiency:

This item complies with current
County policies.

James Brink 6/13/07
Assistant County Attorney

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.

WORK ORDER
Work Order # 07-001
Annual Contract: Roofing

To: **Murton Roofing Corp.**
3110-F 45th Street
West Palm Beach, FL 33407
Attention: Mr. Mike Hutching

Project Location: 3228 Gun Club RD, West Palm Beach, Fl
Project # 07436
Title: FMD Roof Coating (CJC A-Bldg Roof coating System)

Scope of Work: Provide labor and materials necessary to install new Armaflex thermoplastic roof Coating systems on all three (3) section of A-Bldg identified in the scope of work as per manufacturers specifications.

Amount of W.O.: \$378,805.00

Requisition Date: 06/01/2007

Account Number :3804-411-B218-17-4907
3804-411-B331-4610
3804-411-B351-4907

Vendor Code: MURT0003

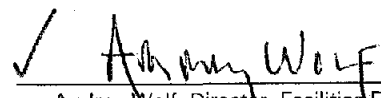
COMMISSIONER DISTRICT #2

PBC Representative:


Procurement & Project Implementation Group

6-1-07
Date

Approval:


Audrey Wolf, Director, Facilities Development & Operations

6/4/07
Date

Approval:

County Attorney, Approved as to form and legal sufficiency

Date

Approval:

Addie L. Greene, Chairperson

Date

Acknowledgment:


Mike Hutching, Murton Roofing Corp

6-1-07
Date

COPIESTO: ☐ Contract Development & Control Lisa Juliano
☐ Finance Brad Rubinson
☐ Fixed Assets Angelo DiPierro
☐ FDO Larry Schaner

SBE % Participation to Date _____

SBE % Participation this W.O. 0

*Specific Goals for this Contract are 15%

ATT. # 1



MIAMI
7600 NW 74TH AVE
MIAMI, FL 33166
(305) 592-5385
(305) 592-6721 FAX

FT. LAUDERDALE
6500 NW 12TH AVE / SUITE 118
FT. LAUDERDALE, FL 33309
(954) 938-1149
(954) 938-1142 FAX

WEST PALM BEACH
3585 SHARES PLACE
RIVIERA BEACH, FL 33404
(561) 712-4533
(561) 712-9917 FAX

PORT CHARLOTTE
19200 PEACHLAND BLVD.
PORT CHARLOTTE, FL 33954
(941) 235-1782
(941) 235-1694 FAX

PROPOSAL AND CONTRACT

OWNER'S NAME: Palm Beach County F. D. & O. JOB NAME: CJC Administration
Building A Coatings

ADDRESS: 3200 Belvedere Road
Bldg #1169

JOB ADDRESS: 3228 Gun Club Rd.
West Palm Beach, FL

CITY/STATE: West Palm Beach, FL 33406

OWNER'S AGENT: Danny Raceffe

Murton Roofing Corporation, a Florida licensed contractor (Florida License No. CCC054767) proposes to the Owner to perform in a workmanlike manner the roofing construction work described below under Specifications for the Owner at the above referenced building.

1. **NATURE OF WORK:** Murton Roofing shall furnish the labor and material necessary to perform the construction work described herein or in the referenced contract documents. Murton Roofing does not provide engineering, consulting or architectural services. It is the Owner's responsibility to retain a licensed architect or engineer to determine proper design and code compliance. Murton Roofing assumes no responsibility for structural integrity, compliance with building codes, or design. If plans, specifications or other design documents have been furnished to Murton Roofing, Customer warrants that they are sufficient and conform to all applicable laws and building codes. Murton Roofing is not responsible for any loss, damage or expense due to defects in plans or specifications or building code violations unless such damage results from a deviation by Murton Roofing from the contract documents. Customer warrants all structures to be in sound condition capable of withstanding normal activities of roofing construction equipment and operations. Contractor is not responsible for location of roof drains, adequacy of drainage or ponding of water on the roof. All roofs should have positive drainage.

2. **SPECIFICATIONS:** PLEASE SEE ATTACHED EXHIBIT "A"

TOTAL CONTRACT PRICE FOR THE ABOVE \$ 378,805.00
THREE HUNDRED SEVENTY EIGHT THOUSAND EIGHT HUNDRED FIVE DOLLARS AND 00/100 CENTS

3. **CONTRACT PRICE:** Murton Roofing proposed to perform the work in accordance with the above specifications for the above price. Payable as follows, unless stated otherwise on this proposal, customer shall pay a 30% down upon signing agreement. Progress payments shall be made based upon percentage completed, 95% of the contract price shall be due at substantial completion, final 5% due upon presentation of warranty and any other documents that are required by this contract. All payments, other than the deposit shall be due in 10 days.

4. **TERMS AND CONDITIONS:** The terms and conditions set forth herein attached are part of this Proposal and Contract. Owner acknowledges receipt thereof.

5. **CONTRACTOR'S RIGHT TO RESCIND:** Contractor reserves the right to withdraw or revise this Proposal until such time as Owner communicates his acceptance to Contractor. This proposal may be withdrawn after communication of acceptance where an inadvertent error by Contractor has occurred. This Proposal expires thirty (30) days after the date stated below if not earlier accepted, revised or withdrawn.

6. **ACCEPTANCE:** Acceptance of this Proposal by Owner shall be acceptance of **all TERMS AND CONDITIONS recited herein**. Upon acceptance, this Proposal shall become a binding contract between Contractor and the Owner. This Proposal and the plans, specifications and other documents, if any referenced in this proposal shall constitute the entire agreement between the parties.

Respectfully Submitted,
MURTON ROOFING CORPORATION

Ted Heninger

Ted Heninger

Service Manager

Date: June 1, 2007

Accepted by,

ATT.#2

SCOPE OF WORK

EXHIBIT "A"

**BUILDING A ROOF OVER THE GYM, 2ND FLOOR ROOF, AND
FIRST FLOOR ROOF.**

- 1) Remove the existing lightning protection as needed to do the recommended repairs.**
- 2. Install ArmaFlex Thermoplastic Surfacing Compound as per manufacturer's specifications.**
- 3. Install lightning protection where needed throughout the roof area.**
Work will be performed by Bonded Lightning Protection.
- 4. Install granules to the Armaflex as per manufacturer's specifications.**
- 5. Remove all repair debris.**
- 6. Bonding is included in job cost.**
- 7. Roof system will carry a (7) + (5) year manufacturer's water tight warranty. Infared test will need to done of the roof to make sure all problem areas are addressed in order to get warranty.**

Note: This work can only be done after the maintenance repairs have been completed. The above does not include extra work needed after Infared testing. After 7 years the Manufacturer's Representative will walk the roof area and provide a punch list of items to be completed to extend the warranty the final 5 years.

INITIAL: _____
DATE: _____

SCHEDULE 1

LIST OF PROPOSED SBE-M/WBE PRIME / SUBCONTRACTORS

PROJECT NAME: FMD Roof Coating (CJC A Bldg Coating)

PROJECT NO. 07436

NAME OF PRIME BIDDER: MURTON ROOFING

CONTACT PERSON: _____

PHONE _____

FAX NO: _____

BID OPENING DATE: _____

DEPARTMENT: _____

PLEASE IDENTIFY ALL APPLICABLE CATEGORIES OF SUBCONTRACTORS

Name, Address and Phone Number	(Check one or both Categories)		Subcontract Amount				
	Minority Business	Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
1.	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2.	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
3.	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
4.	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
5.	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
(Please use additional sheets if necessary)			Total	\$ _____	\$ _____	\$ _____	\$ _____

Total Bid Price \$ 378,805.00

Total Value of SBE Participation \$ 0

- Note:
- The amounts listed on this form must be supported by the Subcontractors prices included on Schedule 2 in order to be counted toward goal attainment.
 - Firms may be certified by Palm Beach County as an SBE and/or M/WBE. If firms are certified as both an SBE and M/WBE, please indicate the dollar amount under the appropriate category.
 - M/WBE information is being collected for tracking purposes only.

SCHEDULE 2

LETTER OF INTENT TO PERFORM AS AN SBE OR M/WBE SUBCONTRACTOR

PROJECT NO. 07436 PROJECT NAME: FMD Roof Coating (CJC A Bldg Coating)
TO: MURTON ROOFING
(Name of Prime Bidder)

The undersigned is certified by Palm Beach County as a(n) - (check one or more, as applicable):
Small Business Enterprise _____ Minority Business Enterprise _____
Black _____ Hispanic _____ Women _____ Caucasian _____ Other (Please Specify) _____
Date of Palm Beach County Certification: _____

The undersigned is prepared to perform the following described work in connection with the above project
(Specify in detail, particular work items or parts thereof to be performed):

Line Item No.	Item Description	Qty/Units	Unit Price	Total Price
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

_____ the following price \$ _____

(Subcontractor's quote)

and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If undersigned intends to sub-subcontract any portion of this subcontract to a non-certified SBE subcontractor, the amount of any such subcontract must be stated: \$ _____.

The undersigned subcontractor understands that the provision of this form to prime bidder doesnot prevent subcontractor from providing quotations to other bidders

N/A

(Print name of SBE-M/WBE Subcontractor)

By: _____
(Signature)

(Print name/title of person executing on behalf of SBE-M/WBE Subcontractor)
Date: _____

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No.6463192-0051

AIA Document A312

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

Murton Roofing Corp.
3585 Shares Place
Riviera Beach, FL 33404

OWNER (Name and Address):

Palm Beach County F.D. & O
3200 Belvedere Road
West Palm Beach, FL 33406

CONSTRUCTION CONTRACT

Date: May 31, 2007

Amount: (\$ 378,805.00) Three Hundred Seventy Eight Thousand Eight Hundred Five Dollars and 00/100

Description (Name and Location): FMD Roof Coating (CJC A Building Coating) 07436

SURETY (Name and Principal Place of Business):

Safeco Insurance Company of America
Safeco Plaza
Seattle, WA 98185

BOND

Date (Not earlier than Construction Contract Date): May 31, 2007

Amount: (\$ 378,805.00) Three Hundred Seventy Eight Thousand Eight Hundred Five Dollars and 00/100

Modifications to this Bond:

☒ None

☐ See Page 3

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

Murton Roofing Corp.

Signature:

Name and Title: **Michael Hutchings**
Vice President

SURETY

Company:

(Corporate Seal)

Safeco Insurance Company of America

Signature:

Name and Title: **Shona D. Holmes**
Attorney-in-Fact

(Any additional signatures appear on page 3) Surety Phone No. 800-332-3226

(FOR INFORMATION ONLY—Name, Address and Telephone)

AGENT or BROKER:

Lockton Companies, LLC - Houston
5847 San Felipe, Ste 320
Houston, TX 77057

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):
N/A

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for

which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation avail-

able to sureties as a defense in the jurisdiction of the suit shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Con-

tractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company:

(Corporate Seal)

SURETY
Company:

(Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

Signature: _____
Name and Title: _____
Address: _____

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. 6463192-0051

AIA Document A312

Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

Murton Roofing Corp.
3585 Shares Place
Riviera Beach, FL 33404

OWNER (Name and Address):

Palm Beach County F.D. & O
3200 Belvedere Road
West Palm Beach, FL 33406

CONSTRUCTION CONTRACT

Date: May 31, 2007

Amount: (\$378,805.00) Three Hundred Seventy Eight Thousand Eight Hundred Five Dollars and 00/100

Description (Name and Location): FMD Roof Coating (CJC A Building Coating) 07436

SURETY (Name and Principal Place of Business):

Safeco Insurance Company of America
Safeco Plaza
Seattle, WA 98185

BOND

Date (Not earlier than Construction Contract Date): May 31, 2007

Amount: (\$ 378,805.00) Three Hundred Seventy Eight Thousand Eight Hundred Five Dollars and 00/100

Modifications to this Bond:

☒ None

☐ See Page 6

CONTRACTOR AS PRINCIPAL

Company:

Murton Roofing Corp.

Signature:

Name and Title:

Michael Hutchings
Vice President

(Corporate Seal)



SURETY

Company:

Safeco Insurance Company of America

Signature:

Name and Title:

Shona D. Holmes
Attorney-in-Fact

(Corporate Seal)

(Any additional signatures appear on page 6)

Surety Phone No. 800-332-3226

(FOR INFORMATION ONLY—Name, Address and Telephone)

AGENT or BROKER:

Lockton Companies, LLC - Houston
5847 San Felipe, Ste 320
Houston, TX 77057

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

N/A

- 1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
- 2 With respect to the Owner, this obligation shall be null and void if the Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.
- 3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
- 4 The Surety shall have no obligation to Claimants under this Bond until:
 - 4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2 Claimants who do not have a direct contract with the Contractor:
 - .1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
 - .2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
 - .3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
- 5 If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.
- 6 When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - 6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2 Pay or arrange for payment of any undisputed amounts.
- 7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
- 8 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
- 9 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
- 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
- 11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
- 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this

Bond shall be construed as a statutory bond and not as a common law bond.

14 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15 DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the

Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)

SURETY
Company: (Corporate Seal)

Signature: _____
Name and Title:
Address:

Signature: _____
Name and Title:
Address:



POWER
OF ATTORNEY

Safeco Insurance Company of America
General Insurance Company of America
Safeco Plaza
Seattle, WA 98185

No. 6463192-0051

KNOW ALL BY THESE PRESENTS:

That SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA, each a Washington corporation, does each hereby appoint

Shona D. Holmes

Houston TX

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf the following surety bond:

Surety Bond Number: 6463192-0051

Principal: Murton Roofing Corp.

Obligee: Palm Beach County F.D. & O

Amount of Bond: See Bond Form

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA have each executed and attested these presents

this 31st day of May, 2007

Stephanie Daley-Watson

TAMIKOLAJEWSKI

STEPHANIE DALEY-WATSON, SECRETARY

TIM MIKOLAJEWSKI, SENIOR VICE-PRESIDENT, SURETY

CERTIFICATE

Extract from the By-Laws of SAFECO INSURANCE COMPANY OF AMERICA
and of GENERAL INSURANCE COMPANY OF AMERICA:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of SAFECO INSURANCE COMPANY OF AMERICA
and of GENERAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

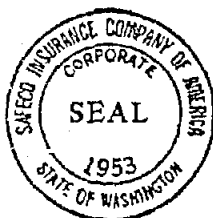
- (i) The provisions of Article V, Section 13 of the By-Laws, and
- (ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
- (iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

Stephanie Daley-Watson, Secretary of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 31st day of May, 2007



Stephanie Daley-Watson

STEPHANIE DALEY-WATSON, SECRETARY

S-6145 03/06

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FRP

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 05/29/2007

REQUESTED BY: Daniel Racette

PHONE: 233-2057

PROJECT TITLE: CJC A-Bldg (Roof Coating systems)

PROJECT NO: 07436

LOCATION#: 3228 Gun Club RD West Palm Beach FL

BUILDING NUMBER: 108

CONTRACTOR/CONSULTANT NAME: Murton Roofing

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT/CONTRACTOR: To provide labor and materials to install new Armaflex thermoplastic roof coating systems on all three section of roof of A-bldg as per manufacturers specifications .

WILL THIS AMENDMENT CHANGE THE ESTIMATED COST OF THE PROJECT?
IF YES, PROVIDE ESTIMATES OF THE NEW COSTS:

CONSTRUCTION	<u>\$378,805.00</u>
ARCHITECTURE/ENGINEER	<u> </u>
*STAFF COSTS	<u>\$14,000.00</u> Per L73
CONTINGENCY	<u>\$37,800.00</u>
TOTAL	<u>\$430,605.00</u>

*By signing this BAS your department agrees to these staff costs and your account will be charged upon receipt of this BAS by FD&O. Unless there is a change in the scope of work, no additional staff charges will be billed.

BUDGET ACCOUNT NUMBERS (IDENTIFY ALL SOURCES) FUNDING SOURCE (CHECK ALL THAT APPLY)

FUND: DEPT: UNIT: SUBUNIT: OBJECT:

☒ AD VALOREM

☐ OTHER _____

☐ FEDERAL/DAVIS BACON

SUPPLEMENTAL AGREEMENT TO BE APPROVED BY: Department Director (WO < \$50,000)

ANTICIPATED DATE OF APPROVAL:

BAS APPROVED BY: [Signature] DATE: 5/31/07

ENCUMBRANCE NUMBER:

3804-411-B218-17-4907 - \$129,392.00
3804-411-B331-4610 - \$75,795.00
3804-411-B351-4907 - \$173,618.00

ATT.#3