

Main Judicial Center
State Attorney/Public Defender Building
421 Third Street
West Palm Beach, FL



ATTACHMENT # 1

WORK ORDER
Work Order #11-002
Annual Contract: Roofing
R-2007-1301

To: **The Roof Authority, Inc.**
6771 N. Old Dixie Hwy.
Ft. Pierce, FL 34946
Attn: Mr. Long

Project Location: 421 3rd Street, WPB (4955955)

Project # 10513

Title: Main Judicial Center (MJC) SA/PD – roof replacement

Scope of Work: Furnish all material, labor, supervision, permits and supplies necessary and reasonably incidental to replace the existing roof system per the specifications provided by Facilities Services.

Amount of W.O.: \$301,274.00

Requisition Date: 10/13/10

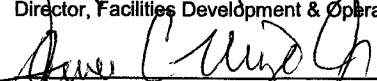
Account Number: 3804-621-M092-4907 \$45,934.28
3804-411-B440-4907 \$285,467.12 (FDO-10ROOF)

Vendor Code: ROOF0011

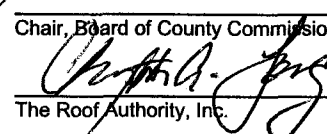
District: 7

PBC Representative:  10-15-10
Procurement & Project Implementation Group Date

Approval:  11/10/10
Director, Facilities Development & Operations Date

Approval:  11/24/10
County Attorney Date

Approval: _____
Chair, Board of County Commissioners Date

Acknowledgment:  10-14-10
The Roof Authority, Inc. Date

- COPIES TO:
- Contract Development & Control
 - Finance
 - Fixed Assets
 - FD&O Fiscal

PALM BEACH COUNTY
FACILITIES DEVELOPMENT & OPERATIONS DEPARTMENT

COMPETITIVE QUOTATION COMPARISON

Main Judicial Center (MJC) SA/PD – roof replacement
PROJECT NO. 10513

PROJECT NUMBER AND NAME

BRIEF SCOPE OF QUOTATION: Replace the existing roof system.

SOLICITATION DATE: 9/14/10 NUMBER OF QUOTATIONS SOLICITED:

QUOTATION RECEIPT DATE: 9/30/10 NUMBER OF QUOTATIONS RECEIVED

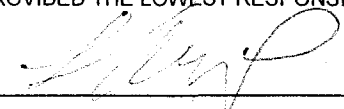
	VENDOR	DOLLAR QUOTATION	COMMENTS
1	The Roof Authority	301,274.00	
2	Hi Tech Roofing	376,950.00	SBE
3	Roofing Concepts Unlimited	319,547.00	
4	Advanced Roofing	340,825.00	
5			
6			
8			
9			
10			

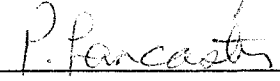
COMMENTS:

IS A MATERIAL SAFETY DATA SHEET REQUIRED? YES NO HAS MSDS BEEN PROVIDED? YES NO

THE RECOMMENDED CONTRACTOR'S INSURANCE AND LICENSE ARE CURRENT AND IN COMPLIANCE WITH PALM BEACH COUNTY REQUIREMENTS.

BASED ON A REVIEW OF THE ABOVE-LISTED QUOTATIONS, IT IS CONCLUDED THAT _____
PROVIDED THE LOWEST RESPONSIVE AND RESPONSIBLE QUOTATION. VENDOR'S NAME

 09/30/10
SIGNATURE DATE

 9/30/10
SIGNATURE DATE

ATTACHMENT # 3

Only questions received in writing will be responded to regarding this solicitation for quote.
Questions may be faxed to (561)233-2052

QUOTATION FORM

The Quotation Form shall be enclosed in a sealed opaque envelope. The envelope shall be addressed as follows:

10513

**Main Judicial Center (MJC) State Attorney / Public Defender (SA/PD) - Roof Replacement
Procurement & Project Implementation Group**

2633 Vista Parkway

West Palm Beach, FL 33411

Attention: Louise Feldkamp

No responsibility will be attached to the Owner for premature opening of or failure to open a quotation not properly identified. If the quotation is sent by mail, the sealed envelope shall be enclosed in a separate mailing with the notation "**SEALED BID ENCLOSED**" on the face thereof.

In accordance with Palm Beach County Ordinance 2003-018 there shall be no communication other than written regarding this solicitation between any interested parties and any county representative between the Due Date and the Time of Award

PROJECT: MJC SA/PD - Roof replacement

PROJECT NO.: 10513

DUE: Thursday, September 30, 2010 2:00PM

RETURN TO: Louise Feldkamp / Technical Assistant II
Procurement & Project Implementation Group
2633 Vista Parkway
West Palm Beach, FL 33411

SCOPE OF WORK: This quotation is to furnish all material, labor, supervision, permits, and supplies necessary and reasonably incidental to replace the existing roof system per the specifications provided by Facilities Services at the pre-bid meeting held on Tuesday, September 14, 2010. **Work to be done under Palm Beach County's Annual Roofing Contract.**

The complete quote package contains the Quotation Form, Schedule 1(List of Proposed SBE/MWBE Subcontractors) and Schedule 2 (Letter of Intent to Perform as an SBE or MWBE Subcontractor). The complete quote package must be returned in order to receive credit for SBE Preference

TOTAL BID AMOUNT

\$301,274.00

Is the Prime Vendor a Palm Beach County Registered Small Business Enterprise?

Yes

No

QUOTATION PROVIDED BY:

The Roof Authority, Inc.
Contractor Name

September 29 2010

Date

[Signature]
Signature

President

Title

Quotations Must Contain Original Signatures. No Copies Or Faxed Quotes Will Be Accepted

Not Applicable

SCHEDULE 1

LIST OF PROPOSED SBE-M/WBE PRIME / SUBCONTRACTORS

PROJECT NAME: MJC SA/PD - Roof replacement PROJECT NO. 10513

NAME OF PRIME BIDDER: _____

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					Other (Please Specify)
	Minority Business	Small Business	Black	Hispanic	Women	Caucasian		
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 \$ _____ Total Value of SBE Participation \$ _____ Total % SBE Participation _____

- Note:
1. 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.
 2. 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.
 3. M/WBE information is being collected for tracking purposes only.

Not Applicable

SCHEDULE 2

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

PROJECT NO. 10513

PROJECT NAME: MJC SA/PD - Roof replacement

TO: _____
(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 does not prevent subcontractor from providing quotations to other bidders

(Print name of SBE-M/WBE Subcontractor)

By: _____ (Signature)

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

Date: _____

**Palm Beach County
MJC (Judicial Center) SA/PD
ROOF REPLACEMENT
421 3RD street,
West Palm Beach, Florida
Project No: 10513**

All work shall be performed in accordance with the attached design basis specifications.

A. Supplemental Terms and Conditions

1. General Scope of Work.

The Successful Bidder shall provide all labor, materials, permits, engineering and crane services, necessary to replace the existing roof systems. The work includes removal of the concrete deck. Prime the concrete deck and install two (2) plies of Glass IV set in hot asphalt as a temporary roof. Install new ¼" per foot, tapered, polyisocyanurate insulation board set in steep asphalt as shown in the attached tapered layout. Install ½" retrofit board, set in steep asphalt. Install one (1) ply of Johns Manville Dynalastic 180 S, set in steep asphalt; install one (1) ply of Johns Manville Dynalastic 180 FR cap sheet. All walls and curb flashings shall be flashed with one (1) Ply of Johns Manville Dynaflex. All penetrations shall be flashed using Johns Manville Perm flash product. All screen wall legs mechanical legs and curbs, are to be fully wrapped using Permaflash. The Contractor shall install one (1) layer of Johns Manville Permaflash and scrim under the screen wall perimeter over the top of the cap sheet. All granules shall be embedded into a wet top layer of Permaflash. The Contractor shall remove and replace all existing overflow scuppers with 24 gauge, fully soldered, Stainless steel scuppers, matching size and shape. The Contractor shall, remove the existing steel stairs and replace with Aluminum stairs, to reflect the new height of the roof. The Contractor shall be responsible for the removal, replacement and recertification, of the lightning protection system. The roofing system shall carry a twenty (20) year NDL from the deck Warranty.

2. Contract Specifications and Owners Representative

Palm Beach County Facilities Development & Operations Department, Facilities Services Division, who shall serve as the Owners' representative for this project, prepared the contract specifications. All requests for clarification, information or product approval shall be directed, in writing, to the Project Manager, Daniel Racette, at fax (561) 233-2052.

3. Examination of Bid Documents

Before submitting a bid, the Bidder shall examine the Bid Documents. Failure to do so will in no way relieve the Successful Bidder from completing the required work for the bid price.

4. Examination of the Site of the Work

The bidder shall examine carefully the site of the work, and satisfy himself as to all observable conditions. Any questions regarding materials or obstacles that might be expected

shall be clarified during the bidding period. All questions shall be addressed to the Project Manager, in writing, at least ten (10) days prior to the bid date.

5. Pre-Construction Meeting

- a. A pre-construction meeting shall be held prior to work beginning on the project to coordinate job access, material storage, equipment staging locations and any special requirements that the User agency may have concerns about.
- b. The material manufacturer's representative and the major material supplier may be required to attend this meeting.

6. Field Directives

The County's Project Manager or his representative may at any time issue field directives to the Contractor concerning the performance of the work. These field directives shall be issued in writing to the Contractor and signed by both parties.

7. Submittals

All submittals shall be sent to the Project Manager for approval. This includes, but is not limited to, products to be used, methods of installation and requests for information and/or clarification. All submittals must be made by the Contractor and must include all details necessary for the Project Manager and the County to make any necessary determinations. A transmittal form must be included which clearly requests data or information and deviations from the contract requirements for which approval is being requested. Failure to provide sufficient information will result in the rejection of the submittal. Where the specifications do not specify a brand name product or where a substitution of a product is not specifically prohibited, the Contractor shall submit their selected products for approval by the Project Manager. Such submittals shall include as much detail and in a format as required by the Project Manager so as to allow the Project Manager to evaluate the proposed substitution.

8. Construction Schedule

- a. The Successful Bidder shall contact the Project Manager, Daniel Racette at phone number (561) 233-2057 within seventy-two (72) hours of Bid Award to establish scheduling etc. required for project implementation.
- b. The Contractor shall have ninety (90) working days to complete the work from the date of receipt of permit.
- c. The Contractor shall provide the Project Manager a copy of the fastening schedule prior to starting any work.

9. Warranty

The Contractor shall warranty the installation of the roofing work for a period of two (2) years from the Date of Final Acceptance of the work. The Contractor shall furnish a No Dollar limit (NDL) twenty (20) year warranty, to include the insulation, from the Manufacturer of the roofing system from deck to cap sheet. Prior to the Notice to Proceed

being issued, the Contractor shall furnish to the Project Manager a Certification from the Roofing Manufacturer that the Contractor is certified to install the specified roofing system and that the Manufacturer shall issue the required warranty upon completion of the project.

10. Protection of Property

The Contractor is solely responsible for the protection of the County's property that may be affected during the performance of the work. The Contractor shall be responsible for any damage to County property, which results from the actions or lack of action by the Contractor. The Contractor shall repair or replace any damaged property prior to final payment being made.

11. Regulatory Requirements

The installation of the roof system must be in compliance with:

- a. Florida Building Code
- b. All applicable building codes
- c. Underwriters Laboratories Inc. (UL): Class A Fire Hazard Classification
- d. Factory Mutual Research Corporation (FMRC): Roof assembly classification, FMRC Approval Standard 4470, Class I and Class I-90 A approvals.

B. Design basis specifications Modified Bitumen Roofing System Johns Manville Specification 2PID-FR.

1. Demolition

Remove the existing roofing system completely to include all membrane flashing and metal counter flashing down to concrete deck and haul away all debris to an authorized landfill. Verify roof deck is dry, sound, clean and smooth, free of depressions, wave or projections. Notify Project Manager in writing if adverse conditions are found. Commencing installation means acceptance of the surface of the substrate only. Confirm compliance with current code requirements.

2. Temporary Roof

The Successful Bidder shall install two (2) plies of Johns Manville Glass IV, or equivalent, as a temporary roof set in hot asphalt.

3. Insulation

The Contractor shall install at ¼" per foot, tapered insulation, set in steep asphalt as per the provided layout.

The Contractor shall install ½" retrofit board set in steep asphalt.

4. Membrane Application

- a. Starting at the low point of the roof, embed one (1) ply of Johns Manville Dynalastic, set in a solid mopping of Steep Roofing Asphalt ASTM D-312 Type III or IV applied at a rate of 25 pounds (plus or minus 20%) per 100 square feet. The membrane must be positioned to provide 4 inch side laps and 6 inch end laps.
- b. Apply a full with of Johns Manville DynaLastic 180 FR, granular surfaced, SBS Modified Bitumen or equivalent set in a solid mopping of Steep Roofing Asphalt ASTM D-312 Type III or IV applied at a rate of 25 pounds (plus or minus 20%) per 100 square feet. The membrane must be positioned to provide 4 inch side laps and 6 inch end laps.
- c. Asphalt shall be applied at a temperature between 400 degrees F and 450 degrees F. The maximum allowable asphalt temperature in the kettle is 500 degrees F. Heat the asphalt in accordance with the Manufacturer's specifications. Walk or press the seam of all plies of felt and membrane to provide for ¼ inch asphalt flow out to assure sound laps.

5. Flashing

- a. Install flashing using Johns Manville DynaFlex SBS Modified Bitumen Flashing Sheet in accordance with Johns Manville's requirements.
- b. Install all flashing in accordance with the Manufacturers written specifications.

6. Roof Penetration

The Successful Bidder shall be responsible to Flash using Johns Manville Permaflash.

7. Field Quality Control

Inspections will be performed by the Owner and/or a firm appointed by the Owner.

8. Cleaning

Remove bituminous from all finished surfaces. In areas where finished surfaces are soiled by asphalt or any other source of soiling caused by work of this section, consult Manufacturer of surfaces for cleaning advice and conform to those instructions.

9. The Contractor shall replace all used caulking around the counterflashing and existing coping caps.

C. SHEET METAL FLASHING AND TRIM

All sheet metal flashing and trim shall be in strict accordance with the manufacturer's specifications. All work must meet the local building codes and comply with the recommendations of SMACNA's "Architectural Sheet Metal Manual" and the NRCA's "Roofing and Waterproofing Manual".

1. Products

Metal Counter Flashing shall be Stainless Steel

2. Execution

- a. Comply with manufacturer's instructions and SMACNA's "Architectural Sheet Metal Manual" allowing for thermal expansion; set true and level as indicated. Install work with laps, joints, and seams permanently watertight and weatherproof; conceal fasteners where possible.
- b. Roof-Edge Flashings: Secure metal flashings at roof edges according to FM Loss Prevention Data Sheet 1-49 for specified wind zone.
- c. Expansion Provisions: Provide for thermal expansion of exposed sheet metal work.
- d. Separations: Separate noncompatible metals or corrosive substrates with a coating of asphalt mastic or other permanent separation as recommended by manufacturer.
- e. Counterflashings: Coordinate installation with installation of assemblies to be protected by counterflashing. Install counterflashings in reglets or receivers.

D. ROOF ACCESSORIES

- a. Furnish and install all roof accessories in accordance with these specifications.
- b. Roofing Nails: Galvanized or non-ferrous type and size as required for suited application.
- c. Lumber Standards: Furnish lumber manufactured to comply with PS 20 "American Softwood Lumber Standard" and with applicable grading rules of inspection agencies certified by American Lumber Standards Committee's (ASLC) Board of review.
- d. Use Pressure Treated Lumber in the sizes as required for proper installation of roofing system and accessories.
- e. Fasteners as approved for installation of the base sheet, in order to comply with wind uplift requirements.

E. ELECTRICAL AND MECHANICAL

The Contractor is responsible for disconnecting and re-connecting all electrical and drains lines required to complete the roof replacement in accordance with local and state building codes.

F. LIGHTNING PROTECTION

The Contractor is responsible for having the lightning protection system re-certified upon completion of the project. The Certification must be performed by a firm licensed in the State of Florida to perform such work.

G. SECURITY CLEARANCE

This Facility has been designated “Critical by Site and Building”. Every employee working on this site will be required to obtain a Palm Beach County Contractor badge.

The Contractor shall comply with the provisions of Ordinance 2003-030 (Criminal History Record Check Ordinance), if a Contractors’ employee or Subcontractors are required under this contract to enter a “critical facility” as identified in resolution R2003-1274. The Contractor acknowledges and agrees that all employees and Subcontractors who are to perform work in a “critical facility” will undergo a fingerprint based criminal history check. Prior to commencement of work within a critical facility, the Contractor shall make arrangements through the County’s Electronic Services and Security Division/Access Section for its employees and those of its Subcontractors to have a fingerprint based Criminal history record check performed. Those employees cleared of disqualifying offenses will be granted an ID badge which must be worn at all times. A list of disqualifying offenses is available upon request. Any person found to have a disqualifying criminal offense will be denied unescorted access to the project. The Contractor will be charged a nominal fee for any lost cards.

Palm Beach County agrees to pay for all applicable FDLE/FBI fees required for criminal History record check. The Contractor shall be solely responsible for all direct and indirect Cost associated with complying with Ordinance 2003-030.

PUBLIC CONSTRUCTION BOND

BOND NUMBER 10-11262

BOND AMOUNT \$301,274.00

CONTRACT AMOUNT \$301,274.00

CONTRACTOR'S NAME: The Roof Authority Inc.

CONTRACTOR'S ADDRESS: 6771 North Old Dixie Highway, Fort Pierce, FL 34946

CONTRACTOR'S PHONE: 772-468-7870

SURETY COMPANY: First Sealord Surety Inc.

SURETY'S ADDRESS: 4901 NW 17th Way, Suite #304
Fort Lauderdale, FL 33309

SURETY'S PHONE: 954-351-2030

OWNER'S NAME: PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS
FACILITIES SERVICES DIVISION

OWNER'S ADDRESS: 2633 Vista Parkway
West Palm Beach, FL 33411-5604

OWNER'S PHONE: (561) 233-0200

DESCRIPTION OF WORK: Main Judicial Center SA/PD - Roof Replacement

PROJECT LOCATION: 421 3rd Street, West Palm Beach

LEGAL DESCRIPTION: Main Judicial Center SA/PD

This Bond is issued in favor of the County conditioned on the full and faithful performance of the Contract

Public Construction Bond - 1

ATTACHMENT # 4

KNOW ALL MEN BY THESE PRESENTS: that Contractor and Surety, are held and firmly bound unto

Palm Beach County Board of County Commissioners
301 N. Olive Avenue
West Palm Beach, Florida 33401

as Obligeec, herein called County, for the use and benefit of claimant as herein below defined, in the amount of

Dollars (\$ 301,274.00)

Three Hundred One Thousand Two Hundred Seventy Four Dollars
(Here insert a sum equal to the Contract Price)

for the payment whereof Principal and Surety bind themselves, their heirs, personal representatives, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement entered into a contract with the County for

Project Name: ANNUAL CONTRACT - ROOFING
Project No.: 10722
Project Description: Pre-qual Annual Term Contract of indefinite quantity
Project Location: Various locations throughout the County

in accordance with Drawings and Specifications prepared by

NAME OF ARCHITECTURAL FIRM: N/A
LOCATION OF FIRM:
PHONE:
FAX:

which contract is by reference made a part hereof in its entirety, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract between Principal and County for the construction of Main Judicial Center SA/PA, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05, Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays County all losses, damages (including liquidated damages), expenses, costs, and attorneys' fees, including appellate proceedings, that County sustains because of a default by Principal under the contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond and Surety waives notice of such changes.

The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of construction liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against the bond.

Principal and Surety expressly acknowledge that any and all provisions relating to consequential, delay and liquidated damages contained in the contract are expressly covered by and made a part of this Performance, Labor and Material Payment Bond. Principal and Surety acknowledge that any such provisions lie within their obligations and within the policy coverages and limitations of this instrument.

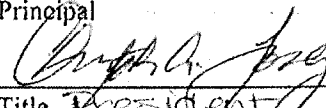
Section 255.05, Florida Statutes, as amended, together with all notice and time provisions contained therein, is incorporated herein, by reference, in its entirety. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes. This instrument regardless of its form, shall be construed and deemed a statutory bond issued in accordance with Section 255.05, Florida Statutes.

Any action brought under this instrument shall be brought in the court of competent jurisdiction in Palm Beach County and not elsewhere.

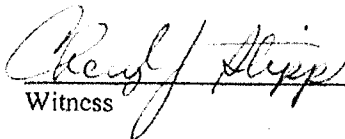


Witness

The Roof Authority Inc.
Principal (Seal)

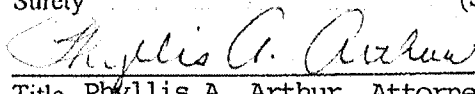


Title President



Witness

First Sealord Surety Inc.
Surety (Seal)



Title Phyllis A. Arthur, Attorney-in-fact, and
Florida Resident Agent

**First Sealord Surety, Inc.
Power of Attorney**

Power No: MIA-0077-10-16307

KNOW ALL MEN BY THESE PRESENTS: That First Sealord Surety, Inc., a corporation of the Commonwealth of Pennsylvania, (hereinafter the "Company") has made, constituted and appointed, and by these presents does make, constitute and appoint

Frank H. Furman, Jr., Phyllis Arthur, Dirk DeJong and/or Robert Foote all of Pompano Beach, Florida

Its true and lawful Attorney-in-Fact, to make, execute and deliver on its behalf insurance policies, surety bonds, undertakings and other instruments of a similar nature as follows:

***** Not To Exceed Four Million Dollars-----(\$4,000,000.00) *****

Such insurance policies, surety bonds, undertakings and instruments for said purposes, when duly executed by the aforesaid Attorney-in-Fact, shall be binding upon the said Corporation as fully and to the same extent as if signed by the duly authorized officers of the Corporation and sealed with its corporate seal; and all the acts of said Attorney-in-Fact, pursuant to the authority hereby given, are hereby ratified and confirmed.

This appointment is made pursuant to the following By-Laws which were duly adopted by the Board of Directors of the said Corporation on April 7, 2003 with all Amendments thereto and are still in full force and effect:

"Article XII: Policies, Bonds, Recognitions, Stipulations, Consents of Surety, Underwriting Undertakings, and Instruments Relating Thereto.

Section 12-1. Insurance policies, bonds, recognitions, stipulations, consents of surety and underwriting undertakings of the Corporation, and releases, agreements and other writings relating in any way thereto or to any claim or loss thereunder, shall be signed in the name and on behalf of the Corporation: a) by the Chairman of the Board, the President or a Vice President, and by the Secretary or an Assistant Secretary; or b) by an Attorney-in-Fact for the Corporation appointed and authorized by the Chairman of the Board, the President, or a Vice President to make such signature; or c) by such other officers or representatives as the Board may from time to time determine. The seal of the Corporation shall if appropriate be affixed thereto by any such officer, Attorney-in-Fact or representative. The authority of such Attorney-in-Fact and Agents shall be as prescribed in the instrument evidencing their appointment. Any such appointment and all authority granted thereby may be revoked at any time by the Board of Directors or by any person empowered to make such appointment."

IN WITNESS WHEREOF, First Sealord Surety, Inc. has caused these presents to be duly signed and its corporate seal to be hereunto affixed and duly attested this 20th day of January, 2004.



(Seal)

Attest:

Gary L. Bragg
Gary L. Bragg, Secretary

First Sealord Surety, Inc.

By:

Joel D. Cooperman
Joel D. Cooperman, Vice President

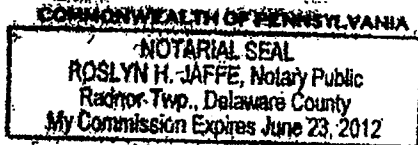
Commonwealth of Pennsylvania
County of Montgomery

On this 22nd day of April, 2010, before me personally appeared Joel D. Cooperman, Vice President of First Sealord Surety, Inc., satisfactorily proven to be the person whose name is subscribed to this instrument (driver's license), who, being by me duly sworn, said that he resides in the Commonwealth of Pennsylvania, that he is Vice President of First Sealord Surety, Inc., the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of the said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name thereto as Vice President of said

State of Pennsylvania
County of Delaware

Roslyn H. Jaffe

- Notary Public



(Seal)

CERTIFICATE

I, the undersigned Secretary of First Sealord Surety, Inc. do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this Certificate and I do further certify that the Officer who executed the said Power of Attorney was one of the Officers authorized by the Board of Directors to appoint an Attorney-in-Fact as provided in Section 12-1 of the By-Laws of First Sealord Surety, Inc. This Certificate may be signed and sealed by facsimile under and by authority of the following provisions of the By-Laws of First Sealord Surety, Inc.:

"Section 12-2. The use of a printed facsimile of the corporate seal of the Corporation and of the signature of the Secretary or an Assistant Secretary on any certification of the correctness of a copy of an instrument executed by an authorized person pursuant to Article XII, Section 12-1 of the By-Laws appointing and authorizing an Attorney-in-Fact to sign in the name and on behalf of the Corporation surety bonds, underwriting undertakings, or other instruments described in said Section 12-1, with like effect as if such seal and such signature had been manually affixed and made."

In Witness Whereof, I have hereunto set my hand and affixed the corporate seal of the Corporation to these presents

this 3 day of November, 2010.

This power of attorney is void unless the Bond number is inserted in this paragraph (insert Bond # here 10-11262), the bond number is the same number as on the original bond, and the bond number has been inserted by an officer or employee of the Company or by the agent.

(seal)

Gary L. Bragg
Gary L. Bragg, Secretary

BUDGET AVAILABILITY STATEMENT

Wo# 4955955

REQUEST DATE: 9/30/10

REQUESTED BY: Danny Racette

PHONE: 233-2057

PROJECT TITLE: Main Judicial Center (MJC) SA/PD - roof replacement

PROJECT NO.: 10513

LOCATION: 421 3rd Street, West Palm Beach

LOCATION DESCRIPTION: Main Judicial Center SA/PD

BUILDING NUMBER: 602

CONTRACTOR/CONSULTANT NAME: The Roof Authority

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT/CONTRACTOR: Furnish all material, labor, supervision, permits and supplies necessary and reasonably incidental to replace the existing roof system per the specifications provided by Facilities Services.

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

CONSTRUCTION	\$301,274.00
ARCHITECT/ENGINEER/CONSULTANT	NA
*STAFF COSTS	\$ 11,840.00
EQUIPMENT/ OTHER	NA
CONTINGENCY	\$ 30,127.40
TOTAL	\$ 343,241.40

OK Sikes
\$ 331,401.40

*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)

①
②

3804-621-1092-4907 - \$ 75,934.28
3804-411-13440-4907 - \$ 285,467.12

FUND: AGENCY: ORG: OBJ: SUBOBJ:

AD VALOREM OTHER FEDERAL/DAVIS BACON

SUBJECT TO INSPECTOR GENERAL FEE YES NO

2/10/10

BAS APPROVED BY *Kyr Sikes* DATE: 10/12/10

ENCUMBRANCE NUMBER: _____

ATTACHMENT # 5