

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: **December 4, 2018** ☒ **Consent** ☐ **Regular**
 ☐ **Ordinance** ☐ **Public Hearing**

Department: **Facilities Development & Operations**

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Amendment No. 3 to seven (7) annual roofing contracts extending the term for one (1) year for roofing services on a continuing contract basis for the period of December 15, 2018 through December 14, 2019.

	<u>Contractor</u>	<u>Original Contract Resolution #</u>	<u>Status</u>	<u>Total dollars in Work Orders to-date</u>	<u>Total SBE Participation To-date</u>
A)	Advanced Roofing, Inc.	R2015-1780	Non-SBE/Non-Local	\$116,066	0%
B)	Empire Roofing Company Southeast, LLC	R2015-1781	Non-SBE/Local	\$4,969	0%
C)	Hi-Tech Roofing & Sheetmetal, Inc.	R2015-1782	SBE/Local	\$1,249,272	100%
D)	Roofing Concepts Unlimited/Florida, Inc.	R2015-1783	Non-SBE/Non-Local	\$290,406	0%
E)	Tecta America South Florida, Inc.	R2015-1784	Non-SBE/Non-Local	\$195,142	0%
G)	Triple M Roofing Corp	R2015-1785	Non-SBE/Non-Local	\$0	0%
F)	Tri-State Roofing and General Contractors, LLC	R2015-1786	SBE/Local	\$273,541	98%

Summary: Amendment No. 3 extends the term of the contract for roofing services for one (1) year through December 14, 2019. The Board approved the annual contract on December 15, 2015, and the original contract provided for an initial term of one (1) year with four (4) renewal options each for a period of one (1) year. During the first three years of the contract, the County awarded \$2,129,399 in work orders. The annual roofing contract is for indefinite-quantity contracts with a maximum cumulative value of \$3,000,000 for the term. Projects are bid among the pre-qualified participants and additional firms may become prequalified at any time. Three of the seven contractors are Palm Beach County businesses and the remaining four (4) are based in Broward County. Amendment No. 3 includes seven annual roofing contractors with two of the contractors being SBE certified and five being non-SBE certified. The Small Business Enterprise (SBE) participation goal established by the SBE Ordinance is 15%. The cumulative SBE participation for all work orders to-date is 71%. **(Capital Improvements) Countywide (LDC)**

Background and Justification: All seven (7) contractors were originally pre-qualified to provide roofing services associated with repairs, improvements and renovations to County properties. Work is awarded as work orders on a lump-sum, competitively quoted basis among the pool of pre-qualified roofing contractors. The original contract terms were for one (1) year and allowed for four (4) additional one (1) year renewals. This will be the third renewal. It is the consensus of Facilities Development and Operations that these seven (7) contractors have successfully provided the services required by the County in a timely manner. They are in good standing and wish to continue to provide services.

Attachments:

1. Amendment #3 for Advanced Roofing, Inc.
2. Amendment #3 for Empire Roofing Company Southeast, LLC
3. Amendment #3 for Hi-tech Roofing & Sheetmetal, Inc.
4. Amendment #3 for Roofing Concepts Unlimited/Florida, Inc.
5. Amendment #3 for Tecta America South Florida, Inc.
6. Amendment #3 for Triple M Roofing Corp
7. Amendment #3 for Tri-State Roofing and General Contractors, LLC

Recommended By: Arny Wolf 10/26/18
Department Director Date

Approved By: J. Baker 11/19/18
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2019	2020	2021	2022	2023
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	* =====	=====	=====	=====	=====
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes x No
Does this items include use of federal funds? Yes No x

Budget Account No: Fund Dept Unit Object Program

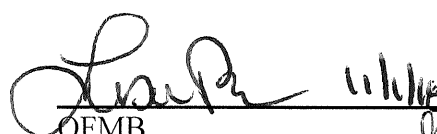
B. Recommended Sources of Funds/Summary of Fiscal Impact:

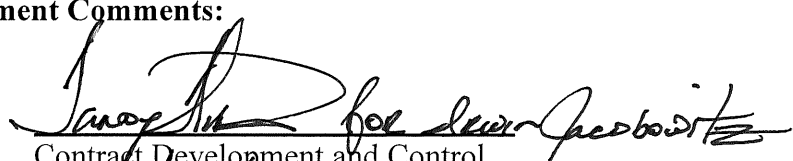
* Potential maximum fiscal impact is \$3,000,000. Work Orders requiring BCC approval will be brought to the Board and fiscal impact will be addressed at that time; otherwise, funding will come from previously approved BCC projects.

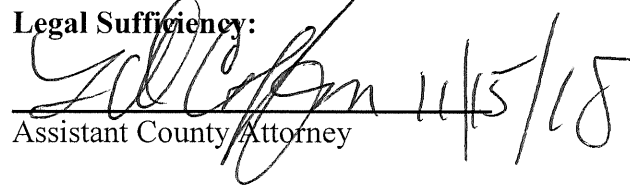
C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

 11/15/18
OFMB


Contract Development and Control
11/15/18 TW

B. Legal Sufficiency:  11/15/18
Assistant County Attorney

C. Other Department Review:

Department Director

AMENDMENT NO. 3 TO ANNUAL CONTRACT

This Amendment No. 3 (“Amendment”) dated _____ to the Annual Contract for Roofing (R2015-1780) dated December 15, 2015, as previously amended by Amendment No. 1 (R2016-1760) dated December 6, 2016 and Amendment No. 2 (R2017-1794) dated December 5, 2017 (collectively the “Contract”) by and between Palm Beach County (“County”), a political subdivision of the State of Florida and Advanced Roofing, Inc., hereinafter referred to as “Contractor”.

WITNESSETH

WHEREAS, on December 15, 2015, the parties hereto entered into the Annual Contract (R2015-1780) (hereinafter the “Annual Contract”) under which the Contractor provides awarded work to the County for various projects as bid from time to time under the Annual Contract; and

WHEREAS, the County and the Contractor desire to amend certain contract conditions of the Annual Contract.

NOW THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the Parties agree as follows:

1. Contract Extension/Renewal. The parties hereby extend the term of the original contract through December 14, 2019.

2. Certification of No Material Changes. The Contractor by execution of this Amendment hereby certifies, represents, affirms and warrants that since it submitted its Qualification Application:

- a. there has been no material change in the management or ownership of the Contractor;
- b. there has been no material adverse change in the financial stability or financial resources of the Contractor;
- c. there has been no material change in the pending litigation or claims against the Contractor such that they would have a negative impact on the Contractor’s ability to perform under the Contract;
- d. the Contractor has not been debarred or suspended by any government entity or placed on a convicted vendor list maintained by the State of Florida or any other government entity; and
- e. the Contractor continues to maintain all licenses and certifications required to perform under the Contract.
- f. the Contractor certifies that it is still in compliance with the requirements pertaining to scrutinized companies under Florida Statutes Section 287.135.

3. Contract Terms Affirmed. Except as set forth below, the terms and conditions of the Annual Contract shall remain in full force and effect and are hereby ratified and affirmed by the parties hereto.

Annual Contract Modifications and Additions. The following provisions of the Annual Contract are modified as follows:

Section 3.5 of the Instructions to Bidders is replaced in its entirety with:

3.5 Scrutinized Companies.

3.5.1 As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the Contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.

3.5.2 When contract value is greater than \$1 million: As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the Contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

3.5.3 If the County determines, using credible information available to the public, that a false certification has been submitted by the Contractor, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal, if applicable.

THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to the Annual Contract to be executed as of the day and year first above written.

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

PALM BEACH COUNTY, a political
subdivision of the State of Florida

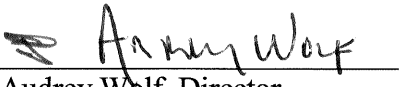
By: _____
Deputy Clerk

By: _____
Mayor,

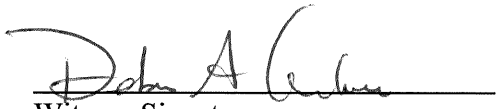
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS


By: 
Assistant County Attorney

By: 
Audrey Wolf, Director
Facilities Development and Operations

Contractor: Advanced Roofing, Inc.


Witness Signature

Debra A. Giuliani
Print Witness Name

By: 
Signature

Name: Robert P. Kornahrens

Title: President

(SEAL)

AMENDMENT NO. 3 TO ANNUAL CONTRACT

This Amendment No. 3 (“Amendment”) dated _____ to the Annual Contract for Roofing (R2015-1781) dated December 15, 2015, as previously amended by Amendment No. 1 (R2016-1761) dated December 6, 2016 and Amendment No. 2 (R2017-1795) dated December 5, 2017 (collectively the “Contract”) by and between Palm Beach County (“County”), a political subdivision of the State of Florida and Empire Roofing Company Southeast, LLC, hereinafter referred to as “Contractor”.

WITNESSETH

WHEREAS, on December 15, 2015, the parties hereto entered into the Annual Contract (R2015-1781) (hereinafter the “Annual Contract”) under which the Contractor provides awarded work to the County for various projects as bid from time to time under the Annual Contract; and

WHEREAS, the County and the Contractor desire to amend certain contract conditions of the Annual Contract.

NOW THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the Parties agree as follows:

1. Contract Extension/Renewal. The parties hereby extend the term of the original contract through December 14, 2019.

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- a. there has been no material change in the management or ownership of the Contractor;
- b. there has been no material adverse change in the financial stability or financial resources of the Contractor;
- c. there has been no material change in the pending litigation or claims against the Contractor such that they would have a negative impact on the Contractor’s ability to perform under the Contract;
- d. the Contractor has not been debarred or suspended by any government entity or placed on a convicted vendor list maintained by the State of Florida or any other government entity; and
- e. the Contractor continues to maintain all licenses and certifications required to perform under the Contract.
- f. the Contractor certifies that it is still in compliance with the requirements pertaining to scrutinized companies under Florida Statutes Section 287.135.

3. Contract Terms Affirmed. Except as set forth below, the terms and conditions of the Annual Contract shall remain in full force and effect and are hereby ratified and affirmed by the parties hereto.

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3.5.2 When contract value is greater than \$1 million: As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the Contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

3.5.3 If the County determines, using credible information available to the public, that a false certification has been submitted by the Contractor, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal, if applicable.

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CLERK & COMPTROLLER

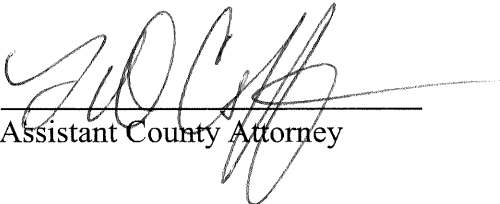
PALM BEACH COUNTY, a political
subdivision of the State of Florida

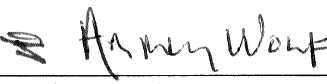
By: _____
Deputy Clerk

By: _____

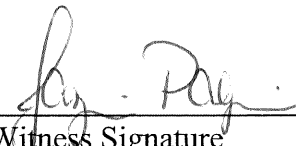
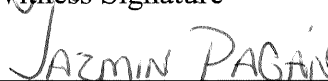
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

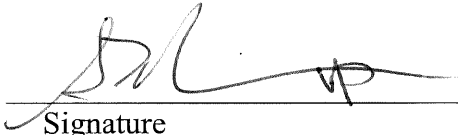


APPROVED AS TO TERMS AND
CONDITIONS

By: 
Assistant County Attorney

By: 
Audrey Wolf, Director
Facilities Development and Operations

Contractor: Empire Roofing Company
Southeast, LLC


Witness Signature

Print Witness Name

By: 
Signature
Name: 
Title: 

(SEAL)

AMENDMENT NO. 3 TO ANNUAL CONTRACT

This Amendment No. 3 (“Amendment”) dated _____ to the Annual Contract for Roofing (R2015-1782) dated December 15, 2015, as previously amended by Amendment No. 1 (R2016-1762) dated December 6, 2016 and Amendment No. 2 (R2017-1796) dated December 5, 2017 (collectively the “Contract”) by and between Palm Beach County (“County”), a political subdivision of the State of Florida and Hi-Tech Roofing & Sheetmetal, Inc., hereinafter referred to as “Contractor”.

WITNESSETH

WHEREAS, on December 15, 2015, the parties hereto entered into the Annual Contract (R2015-1782) (hereinafter the “Annual Contract”) under which the Contractor provides awarded work to the County for various projects as bid from time to time under the Annual Contract; and

WHEREAS, the County and the Contractor desire to amend certain contract conditions of the Annual Contract.

NOW THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the Parties agree as follows:

1. Contract Extension/Renewal. The parties hereby extend the term of the original contract through December 14, 2019.

2. Certification of No Material Changes. The Contractor by execution of this Amendment hereby certifies, represents, affirms and warrants that since it submitted its Qualification Application:

- a. there has been no material change in the management or ownership of the Contractor;
- b. there has been no material adverse change in the financial stability or financial resources of the Contractor;
- c. there has been no material change in the pending litigation or claims against the Contractor such that they would have a negative impact on the Contractor’s ability to perform under the Contract;
- d. the Contractor has not been debarred or suspended by any government entity or placed on a convicted vendor list maintained by the State of Florida or any other government entity; and
- e. the Contractor continues to maintain all licenses and certifications required to perform under the Contract.
- f. the Contractor certifies that it is still in compliance with the requirements pertaining to scrutinized companies under Florida Statutes Section 287.135.

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3.5.2 When contract value is greater than \$1 million: As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the Contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

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CLERK & COMPTROLLER

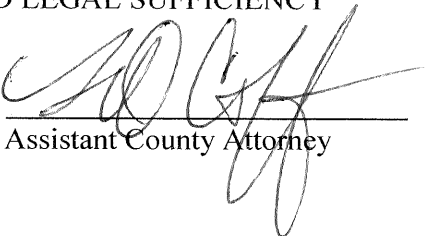
PALM BEACH COUNTY, a political
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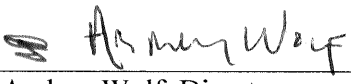
By: _____
Deputy Clerk

By: _____

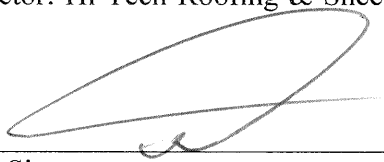
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

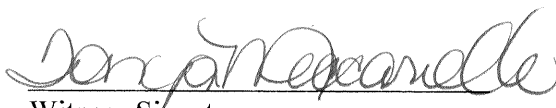
APPROVED AS TO TERMS AND
CONDITIONS

By: 
Assistant County Attorney

By: 
Audrey Wolf, Director
Facilities Development and Operations

Contractor: Hi-Tech Roofing & Sheetmetal,
Inc.

By: 
Signature


Witness Signature

Name: Michael J. Daley

Tonya Maccanelli
Print Witness Name

Title: President

(SEAL)

AMENDMENT NO. 3 TO ANNUAL CONTRACT

This Amendment No. 3 (“Amendment”) dated _____ to the Annual Contract for Roofing (R2015-1783) dated December 15, 2015, as previously amended by Amendment No. 1 (R2016-1763) dated December 6, 2016 and Amendment No. 2 (R2017-1797) dated December 5, 2017 (collectively the “Contract”) by and between Palm Beach County (“County”), a political subdivision of the State of Florida and Roofing Concepts Unlimited/Florida, Inc., hereinafter referred to as “Contractor”.

WITNESSETH

WHEREAS, on December 15, 2015, the parties hereto entered into the Annual Contract (R2015-1783) (hereinafter the “Annual Contract”) under which the Contractor provides awarded work to the County for various projects as bid from time to time under the Annual Contract; and

WHEREAS, the County and the Contractor desire to amend certain contract conditions of the Annual Contract.

NOW THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the Parties agree as follows:

1. Contract Extension/Renewal. The parties hereby extend the term of the original contract through December 14, 2019.

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- a. there has been no material change in the management or ownership of the Contractor;
- b. there has been no material adverse change in the financial stability or financial resources of the Contractor;
- c. there has been no material change in the pending litigation or claims against the Contractor such that they would have a negative impact on the Contractor’s ability to perform under the Contract;
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- e. the Contractor continues to maintain all licenses and certifications required to perform under the Contract.
- f. the Contractor certifies that it is still in compliance with the requirements pertaining to scrutinized companies under Florida Statutes Section 287.135.

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3.5.1 As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the Contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.

3.5.2 When contract value is greater than \$1 million: As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the Contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

3.5.3 If the County determines, using credible information available to the public, that a false certification has been submitted by the Contractor, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal, if applicable.

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CLERK & COMPTROLLER

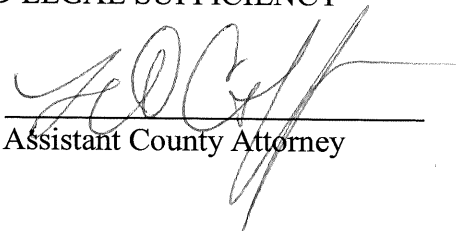
PALM BEACH COUNTY, a political
subdivision of the State of Florida

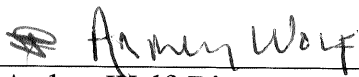
By: _____
Deputy Clerk

By: _____


APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: 
Assistant County Attorney

By: 
Audrey Wolf, Director
Facilities Development and Operations

Contractor: Roofing Concepts
Unlimited/Florida, Inc.

By: 
Signature

Name: Michael Jacobazzi

Title: PRESIDENT

Charlie Apuzzo
Witness Signature

Charlie Apuzzo
Print Witness Name

(SEAL)

AMENDMENT NO. 3 TO ANNUAL CONTRACT

This Amendment No. 3 (“Amendment”) dated _____ to the Annual Contract for Roofing (R2015-1784) dated December 15, 2015, as previously amended by Amendment No. 1 (R2016-1764) dated December 6, 2016 and Amendment No. 2 (R2017-1798) dated December 5, 2017 (collectively the “Contract”) by and between Palm Beach County (“County”), a political subdivision of the State of Florida and Tecta America South Florida, Inc., hereinafter referred to as “Contractor”.

WITNESSETH

WHEREAS, on December 15, 2015, the parties hereto entered into the Annual Contract (R2015-1784) (hereinafter the “Annual Contract”) under which the Contractor provides awarded work to the County for various projects as bid from time to time under the Annual Contract; and

WHEREAS, the County and the Contractor desire to amend certain contract conditions of the Annual Contract.

NOW THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the Parties agree as follows:

1. Contract Extension/Renewal. The parties hereby extend the term of the original contract through December 14, 2019.

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- c. there has been no material change in the pending litigation or claims against the Contractor such that they would have a negative impact on the Contractor’s ability to perform under the Contract;
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3.5.3 If the County determines, using credible information available to the public, that a false certification has been submitted by the Contractor, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal, if applicable.

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to the Annual Contract to be executed as of the day and year first above written.

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

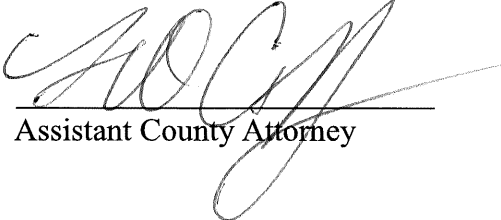
PALM BEACH COUNTY, a political
subdivision of the State of Florida

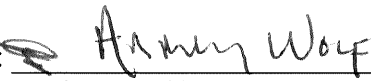
By: _____
Deputy Clerk

By: _____


APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: 
Assistant County Attorney


By: 
Audrey Wolf, Director
Facilities Development and Operations

Contractor: Tecta America South Florida,
Inc.

By: 
Signature

Name: Tim Eberly

Title: President


Witness Signature
FIDEL MARTINEZ
Print Witness Name

(SEAL)

AMENDMENT NO. 3 TO ANNUAL CONTRACT

This Amendment No. 3 ("Amendment") dated _____ to the Annual Contract for Roofing (R2015-1785) dated December 15, 2015, as previously amended by Amendment No. 1 (R2016-1765) dated December 6, 2016 and Amendment No. 2 (R2017-1800) dated December 5, 2017 (collectively the "Contract") by and between Palm Beach County ("County"), a political subdivision of the State of Florida and Triple M. Roofing Corp., hereinafter referred to as "Contractor".

WITNESSETH

WHEREAS, on December 15, 2015, the parties hereto entered into the Annual Contract (R2015-1785) (hereinafter the "Annual Contract") under which the Contractor provides awarded work to the County for various projects as bid from time to time under the Annual Contract; and

WHEREAS, the County and the Contractor desire to amend certain contract conditions of the Annual Contract.

NOW THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the Parties agree as follows:

1. Contract Extension/Renewal. The parties hereby extend the term of the original contract through December 14, 2019.

2. Certification of No Material Changes. The Contractor by execution of this Amendment hereby certifies, represents, affirms and warrants that since it submitted its Qualification Application:

- a. there has been no material change in the management or ownership of the Contractor;
- b. there has been no material adverse change in the financial stability or financial resources of the Contractor;
- c. there has been no material change in the pending litigation or claims against the Contractor such that they would have a negative impact on the Contractor's ability to perform under the Contract;
- d. the Contractor has not been debarred or suspended by any government entity or placed on a convicted vendor list maintained by the State of Florida or any other government entity; and
- e. the Contractor continues to maintain all licenses and certifications required to perform under the Contract.
- f. the Contractor certifies that it is still in compliance with the requirements pertaining to scrutinized companies under Florida Statutes Section 287.135.

3. Contract Terms Affirmed. Except as set forth below, the terms and conditions of the Annual Contract shall remain in full force and effect and are hereby ratified and affirmed by the parties hereto.

Annual Contract Modifications and Additions. The following provisions of the Annual Contract are modified as follows:

Section 3.5 of the Instructions to Bidders is replaced in its entirety with:

3.5 Scrutinized Companies.

3.5.1 As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the Contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.

3.5.2 When contract value is greater than \$1 million: As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the Contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

3.5.3 If the County determines, using credible information available to the public, that a false certification has been submitted by the Contractor, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal, if applicable.

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to the Annual Contract to be executed as of the day and year first above written.

ATTEST:

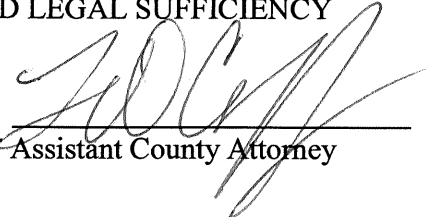
SHARON R. BOCK
CLERK & COMPTROLLER

PALM BEACH COUNTY, a political
subdivision of the State of Florida

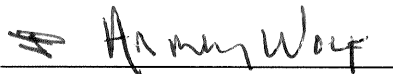
By: _____
Deputy Clerk

By: _____

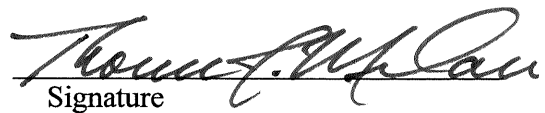
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 
Assistant County Attorney

APPROVED AS TO TERMS AND
CONDITIONS

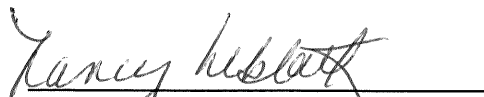
By: 
Audrey Wolf, Director
Facilities Development and Operations

Contractor: Triple M. Roofing Corp.

By: 
Signature

Name: THOMAS J. MILANES

Title: PRESIDENT


Witness Signature
NANCY HIBBICK
Print Witness Name

(SEAL)

AMENDMENT NO. 3 TO ANNUAL CONTRACT

This Amendment No. 3 (“Amendment”) dated _____ to the Annual Contract for Roofing (R2015-1786) dated December 15, 2015, as previously amended by Amendment No. 1 (R2016-1766) dated December 6, 2016 and Amendment No. 2 (R2017-1799) dated December 5, 2017 (collectively the “Contract”) by and between Palm Beach County (“County”), a political subdivision of the State of Florida and Tri-State Roofing and General Contractors LLC, hereinafter referred to as “Contractor”.

WITNESSETH

WHEREAS, on December 15, 2015, the parties hereto entered into the Annual Contract (R2015-1786) (hereinafter the “Annual Contract”) under which the Contractor provides awarded work to the County for various projects as bid from time to time under the Annual Contract; and

WHEREAS, the County and the Contractor desire to amend certain contract conditions of the Annual Contract.

NOW THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the Parties agree as follows:

1. Contract Extension/Renewal. The parties hereby extend the term of the original contract through December 14, 2019.

2. Certification of No Material Changes. The Contractor by execution of this Amendment hereby certifies, represents, affirms and warrants that since it submitted its Qualification Application:

- a. there has been no material change in the management or ownership of the Contractor;
- b. there has been no material adverse change in the financial stability or financial resources of the Contractor;
- c. there has been no material change in the pending litigation or claims against the Contractor such that they would have a negative impact on the Contractor’s ability to perform under the Contract;
- d. the Contractor has not been debarred or suspended by any government entity or placed on a convicted vendor list maintained by the State of Florida or any other government entity; and
- e. the Contractor continues to maintain all licenses and certifications required to perform under the Contract.
- f. the Contractor certifies that it is still in compliance with the requirements pertaining to scrutinized companies under Florida Statutes Section 287.135.

3. Contract Terms Affirmed. Except as set forth below, the terms and conditions of the Annual Contract shall remain in full force and effect and are hereby ratified and affirmed by the parties hereto.

Annual Contract Modifications and Additions. The following provisions of the Annual Contract are modified as follows:

Section 3.5 of the Instructions to Bidders is replaced in its entirety with:

3.5 Scrutinized Companies.

3.5.1 As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the Contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.

3.5.2 When contract value is greater than \$1 million: As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the Contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

3.5.3 If the County determines, using credible information available to the public, that a false certification has been submitted by the Contractor, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal, if applicable.

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ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

PALM BEACH COUNTY, a political
subdivision of the State of Florida

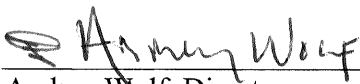
By: _____
Deputy Clerk

By: _____

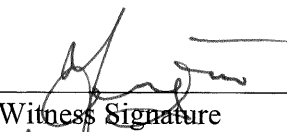
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AND LEGAL SUFFICIENCY

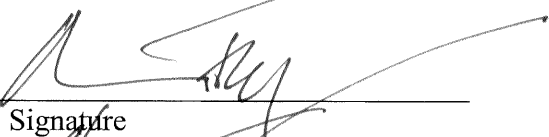
APPROVED AS TO TERMS AND
CONDITIONS

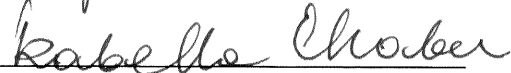
By: 
Assistant County Attorney

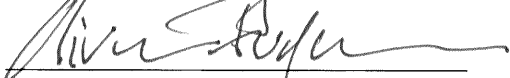
By: 
Audrey Wolf, Director
Facilities Development and Operations



Contractor: Tri-State Roofing and General
Contractors LLC


Witness Signature

By: 
Signature


Print Witness Name

Name: 

Title: 
 (SEAL)