

LOCATION MAP

Address: 673 Fairground Road, West Palm Beach



BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 6/7/19 REQUESTED BY: Tom McNamara PHONE: 233-2057

PROJECT TITLE: PBSO CDC Bldg Z -- roof replacement
(Same as CIP or IST, if applicable)

IST PLANNING NO.:

ORIGINAL CONTRACT AMOUNT: \$

BCC RESOLUTION#:

REQUESTED AMOUNT: \$335,541.38

DATE:

eFDO #:2018-000985

CSA or CHANGE ORDER NUMBER:

W/O #: 2018-000986

LOCATION: 673 Fairgrounds Rd., West Palm Beach

BUILDING NUMBER: 543

DESCRIPTION OF WORK/SERVICE LOCATION: PBSO CDC Bldg Z

PROJECT/W.O. NUMBER: 18325

CONSULTANT/CONTRACTOR: Hi Tech Roofing

M. Orange
7/11/19

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 remove the existing flat roofing to the metal deck and install new flat roof insulation and roofing per Attachment "D".

CONSTRUCTION	\$335,541.38
PROFESSIONAL SERVICES	\$ NA
STAFF COSTS*	\$ NA
EQUIP. / SUPPLIES	\$ NA
CONTINGENCY	\$ 33,554.14
TOTAL	\$369,095.52

* By signing this BAS your department agrees to these CID staff charges 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. If this BAS is for construction costs of \$250,000 or greater, staff charges will be billed as actual and reconciled at the end of the project. If the project requires Facilities Management or ESS staff your department will be billed actual hours worked upon project completion.

BUDGET ACCOUNT NUMBER(S) (Specify distribution if more than one and order in which funds are to be used):

FUND: DEPT: UNIT: OBJ:
3804-411-B627-0029-4907

IDENTIFY FUNDING SOURCE FOR EACH ACCOUNT: (check and provide detail for all that apply)

- Ad Valorem (Amount \$ _____) Infrastructure Sales Tax (Amount \$ _____)
- State (source/type: _____ Amount \$ _____) Federal (source/type: _____ Amount \$ _____)
- Grant (source/type: _____ Amount \$ _____) Impact Fees: (Amount \$ _____)
- Other (source/type: _____ Amount \$ _____)

Department: _____

BAS APPROVED BY: *[Signature]*

DATE 7/9/19

ENCUMBRANCE NUMBER: _____

BID SUMMARY

Project Name: PBSO CDC BUILDING - Z ROOF REPLACEMENT							
Project No. 18325							
Bid Opening Date: Thursday, May 2, 2019							
CONTRACTOR	THERMA SEAL ROOF SYSTEMS	HI-TECH ROOFING	EMPIRE ROOFING				
BID	\$263,140.00	\$335,541.38	\$431,100.00				
BID BOND REQUIRED ONLY IF BID IS OVER \$200K	√	√	√				
ADDENDUMs 1 - ** ACKNOWLEDGED	N/A	N/A	N/A				
ADDENDUMs 2 ACKNOWLEDGED	N/A	N/A	N/A				
ADDENDUMs 3 ACKNOWLEDGED	N/A	N/A	N/A				
ADDENDUMs 4 ACKNOWLEDGED	N/A	N/A	N/A				
ATTACHMENT 2 (OEBO SCHEDULE 1)	√	√	√				
OEBO PARTICIPATION	<u>0.0% / \$0.00</u>	<u>83.2% / \$279,170.43</u>	<u>0.0% / \$0.00</u>				
ATTACHMENT 2 (OEBO SCHEDULE 2)	√	√	√				

Bid Documents opened by: 

Bids Documents recorded by: 

Note: Tabulation is not official until checked and certified by Capital Improvements Division



**WORK ORDER 19-028 TO CONTRACT FOR
ANNUAL ROOFING
FOR
PBSO CDC BLDG Z – ROOF REPLACEMENT
PROJECT NO. 18325**

THIS WORK ORDER is made as of _____ by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as “Owner”, and Hi Tech Roofing & Sheet Metal, Inc., a Florida corporation, hereinafter referred to as “Contractor”.

WHEREAS, the Owner and Contractor acknowledge and agree that the Contract between Owner and Contractor dated December 15, 2015 (R2015-1782) (“Contract”) is in full force and effect and that this Work Order merely supplements said Contract:

NOW THEREFORE, in exchange for the mutual covenants and promises set forth herein and the sums of money agreed to be paid by the Owner to the Contractor, the parties agree as follows:

(1) **TOTAL QUOTE AMOUNT**

Pursuant to Section 6.3 of the Instructions to Bidders of the Annual Contract for Roofing between Owner and Contractor, the Contractor was the lowest, responsive, responsible Bidder in the amount of **\$335,541.38** for the construction costs of removing existing flat roofing to the metal deck and installing new flat roof insulation and roofing as set forth on Attachment “D” attached hereto and incorporated herein by reference.

(2) **SCHEDULE OF TIME FOR COMPLETION**

The time of completion for this Work Order will be as follows: The Contractor shall substantially complete the project within **90** calendar days of permit issuance.

- (3) **ATTACHMENTS:** Exhibit A – Quotation Form
 Public Construction Bond
 Form of Guarantee
 Insurance Certificate(s)

- (4) Except as specially modified herein, the Contract remains in full force and effect. All capitalized terms herein shall have the same meaning as set forth in the Contract.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Work Order on behalf of the COUNTY and CONTRACTOR has made and executed this Work Order, the day and year written above.

ATTEST:
SHARON R. BOCK, CLERK &
COMPTROLLER

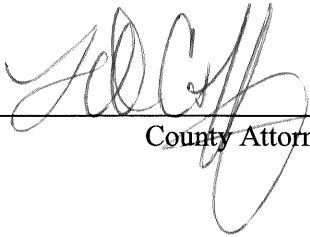
PALM BEACH COUNTY BOARD, FLORIDA
Political Subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS

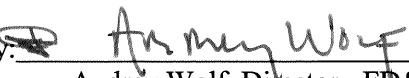
By: _____
Deputy Clerk

By: _____
Mack Bernard, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS


By:  _____
County Attorney

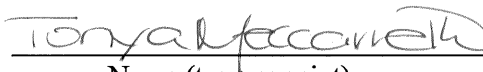
By:  _____
Audrey Wolf, Director - FD&O

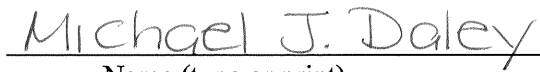
WITNESS: FOR CONTRACTOR
SIGNATURE

CONTRACTOR:
**HI TECH ROOFING & SHEET METAL,
INC.**

 _____
Signature

 _____
Signature

 _____
Name (type or print)

 _____
Name (type or print)

 _____
Title

(Corporate Seal)



CFN 20190275099

PUBLIC CONSTRUCTION BOND

DR BK 30778 PG 0007
RECORDED 07/26/2019 11:40:07
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0007 - 11 (5pgs)

BOND NUMBER 30051027

BOND AMOUNT \$335,541.38

CONTRACT AMOUNT \$335,541.38

CONTRACTOR'S NAME: Hi-Tech Roofing & Sheet Metal Inc.

CONTRACTOR'S ADDRESS: 2266 4th Avenue North, Lake Worth, FL 33461

CONTRACTOR'S PHONE: 561-586-3110

SURETY COMPANY: Western Surety Company

SURETY'S ADDRESS: 151 N. Franklin Street, 17th Floor

Chicago, IL 60606

SURETY'S PHONE: 312-822-7517

OWNER'S NAME: **PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS
CAPITAL IMPROVEMENTS DIVISION**

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

OWNER'S PHONE: (561) 233-0261

PROJECT NAME: PBSO CDC Building Z – Roof Replacement

PROJECT NUMBER: 18325

CONTRACT NUMBER (to be provided after Contract award): 19-028

DESCRIPTION OF WORK: Tear off existing roof system and replace with new roof system

PROJECT ADDRESS, PCN, or LEGAL DESCRIPTION: 00-42-43-31-14-001-0000

673 Fairgrounds Road, West Palm Beach, FL 33415

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

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 Obligee, herein called County, for the use and benefit of claimant as hereinbelow defined, in the amount of

Dollars \$ 335,541.38

(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: PBSO CDC Bldg. Z – Roof Replacement
Project No.: 18325
Project Description: Remove existing roof and replace with new roof
Project Location: 673 Fairgrounds Road, West Palm Beach, FL 33415

in accordance with Drawings and Specifications prepared by

NAME OF ARCHITECTURAL FIRM: Colomé & Associates Inc.
LOCATION OF FIRM: 530 24th Street, West Palm Beach, FL 33407
PHONE: 561-833-9147

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 PBSO CDC Bldg. Z Roof Replacement, 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.
5. 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.


Any increase in the total contract amount as authorized by the County shall accordingly increase the Surety's obligation by the same dollar amount of said increase. Contractor shall be responsible for notification to Surety of all such changes.

6. 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.

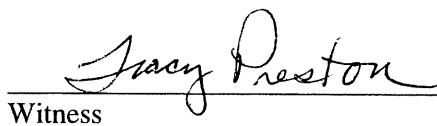
7. Principal and Surety expressly acknowledge that any and all provisions relating to consequential, delay and liquidated damages contained in the contract are expressly covered by and made a part of this Performance, Labor and Material Payment Bond. Principal and Surety acknowledge that any such provisions 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.

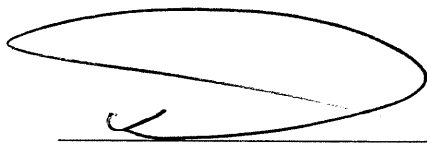
Any action brought under this instrument shall be brought in the court of competent jurisdiction in Palm Beach County and not elsewhere.



Witness



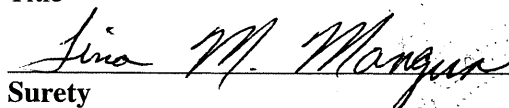
Witness



Principal (Seal)

Michael J. Daley, President

Title

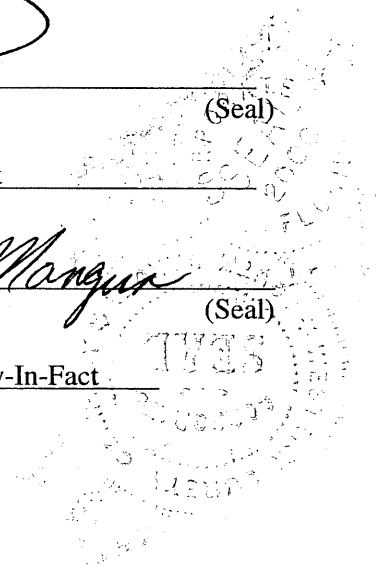


Surety (Seal)

Tina M. Mangum, Attorney-In-Fact

Title

IMPORTANT: Surety companies executing bonds must appear and remain on the U.S. Treasury Department's most current list (Federal Register) during construction, guarantee and warranty periods, and be authorized to transact business in the State of Florida.



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Dirk De Jong, Janet P Colandrea, Tina M Mangum, Sharon Myers, Individually

of Pompano Beach, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 26th day of November, 2018.



WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 26th day of November, 2018, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2021



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 25th day of July, 2019



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Form F4280-7-2012

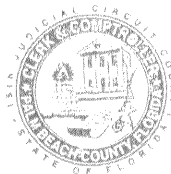
Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.



STATE OF FLORIDA • PALM BEACH COUNTY

I hereby certify that the foregoing is a true copy of the record in my office with redactions, if any as required by law.

THIS 26 DAY OF July, 2019

SHARON R. BOCK
CLERK & COMPTROLLER

By [Signature]
DEPUTY CLERK

FORM OF GUARANTEE

GUARANTEE FOR Contractor Name: Hi-Tech Roofing & Sheet Metal Inc. and Surety Name: Western Surety Company

We the undersigned hereby guarantee that the PBSO CDC Bldg. Z – Roof Replacement Project #18325 Palm Beach County, Florida, which we have constructed and bonded, has been done in accordance with the plans and specifications; that the work constructed will fulfill the requirements of the guaranties included in the Contract Documents. We agree to repair or replace any or all of our work, together with any work of others which may be damaged in so doing, that may prove to be defective in the workmanship or materials within a period of one year from the date of Substantial Completion of all of the above named work by the County of Palm Beach, State of Florida, without any expense whatsoever to said County of Palm Beach, ordinary wear and tear and unusual abuse or neglect excepted by the County. When correction work is started, it shall be carried through to completion.

In the event of our failure to acknowledge notice, and commence corrections of defective work within five (5) working days after being notified in writing by the Board of County Commissioners, Palm Beach County, Florida, we, collectively or separately, do hereby authorize Palm Beach County to proceed to have said defects repaired and made good at our expense and we will honor and pay the costs and charges therefore upon demand.

DATED _____
(Date to be filled in at substantial completion)

SEAL AND NOTARIAL
ACKNOWLEDGMENT OF SURETY

Hi-Tech Roofing & Sheet Metal Inc.
(Contractor Name) (Seal)

By: 
(Contractor Signature)

Michael J. Daley, President
(Print Name and Title)

Western Surety Company
(Surety Name) (Seal)

By: 
(Surety Signature)

Tina M. Mangum, Attorney-In-Fact
(Print Name and Title)

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Dirk De Jong, Janet P Colandrea, Tina M Mangum, Sharon Myers, Individually

of Pompano Beach, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 26th day of November, 2018.

WESTERN SURETY COMPANY



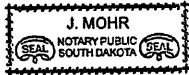
Paul T. Bruflat

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 26th day of November, 2018, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2021



J. Mohr

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 30th day of JULY, 2019.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

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Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

PALM BEACH COUNTY
 FACILITIES DEVELOPMENT & OPERATIONS DEPARTMENT
 COMPETITIVE QUOTATION COMPARISON

Project Name: PBSO CDC BUILDING - Z ROOF REPLACEMENT

Project No. 18325

SOLICITATION DATE: Tuesday, April 16, 2019

QUOTATION RECEIPT DATE: Thursday, May 2, 2019

	Vendor	Dollar Quotation	Comments (SBE)
1	THERMA SEAL ROOF SYSTEMS LLC	\$263,140.00	0.0% / \$0.00
2	HI-TECH ROOFING & SHEETMETAL INC.	\$335,541.38	83.2% / \$279,170.43
3	EMPIRE ROOFING	\$431,100.00	0.0% / \$0.00

Bid opened by: P Lancaster 5/2/19
SIGNATURE DATE

Bid recorded by: [Signature] 5-2-19
SIGNATURE DATE

COMMENTS: THERMA SEAL ROOF SYSTEMS LLC., did not submit a pre-qual package and subsequently deemed non-responsive *

ESTIMATE: N/A
 THE RECOMMENDED CONTRACTOR'S AND ANY LISTED SUB-CONTRACTORS(S) LICENSE(S) ARE CURRENT AND IN COMPLIANCE WITH PALM BEACH COUNTY REQUIREMENTS. M.

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

BASED ON A REVIEW OF THE ABOVE-LISTED QUOTATIONS, IT IS CONCLUDED THAT: HI-TECH ROOFING & SHEETMETAL INC., PROVIDED THE LOWEST RESPONSIVE AND RESPONSIBLE QUOTATION.

[Signature]
 Signature

6/3/19
 Date

[Signature]
 Approved

6/4/19
 Date

BID FORM

IN ORDER TO BE DEEMED RESPONSIVE TO THIS INVITATION TO QUOTE/BID, THE QUOTE/BID PACKAGE MUST CONTAIN:

- a) This Quote/Bid Form completed and executed.
- b) Schedules 1 and 2.
- c) Bid Security. (If the bid/quote is \$200,000 or more).

THE FOLLOWING MUST BE COMPLETED AND SIGNED BY CONTRACTOR

1. TOTAL BID/QUOTE AMOUNT \$ 335,541.38

Written amount Three Hundred Thirty five Thousand five Hundred forty One Dollars Thirty Eight Cents


2. Bidder commits to achieving the APIs applicable to this solicitation as designated on Attachment B and as submitted on its Schedules 1 and 2.

3. Is the Bidder a Palm Beach County Registered S/M/WBE? Yes No

4. Commercial Non-Discrimination Certification. The undersigned Bidder hereby certifies and agrees that the following information is correct: In preparing its response to this Solicitation, the Bidder has considered all proposals submitted from qualified, potential Subcontractors and suppliers, and has not engaged in "discrimination" as defined in the County's Commercial Nondiscrimination Policy as set forth in Resolution 2017-1770 as amended, to wit: discrimination in the solicitation, selection or commercial treatment of any Subcontractor, vendor, supplier or commercial customer on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information, or on the basis of any otherwise unlawful use of characteristics regarding the vendor's, supplier's or commercial customer's employees or owners; provided that nothing in this policy shall be construed to prohibit or limit otherwise lawful efforts to remedy the effects of discrimination that have occurred or are occurring in the County's relevant marketplace of Palm Beach County. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the County to reject the bid submitted by the Bidder for this Solicitation, and to terminate any contract awarded based on the response. As part of its bid, the Bidder shall provide to the County a list of all instances within the immediate past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Florida that the Bidder discriminated against its Subcontractors, vendors, suppliers or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken. As a condition of submitting a bid to the County, the Bidder agrees to comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2017-1770 as amended.

BID/QUOTE PROVIDED BY: Hi-Tech Roofing & Sheet Metal, Inc.
Contractor Name

May 2, 2019
Date


Signature

President
Title

Bid/Quotes Must Contain Original Signatures. No Copies or Faxed Quotes Will Be Accepted

2. SCOPE OF WORK

- a. The work will be done in accordance with the plans and specifications prepared by Colome' & Associates, Inc., Exhibit "1" and "2".
- b. The plans include Roof Plan, Details, Wind Load Calculations and the removal of the existing flat roofing to the metal deck. Install new flat roof insulation and roofing.

3. 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 Palm Beach 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.

4. CLEANING

- a. The contractor shall keep the worksite clean and free of debris during construction and remove all trash daily.
- b. Thoroughly clean the entire job area prior to requesting final inspection.
- c. Disposal of all hazardous equipment, chemicals, and components shall comply with all federal, state, and local guidelines.
- d. 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.

1. PRODUCT INFORMATION

Johns Manville 2FID-HA modified SBE system or PBC approved equivalent.

2. **MATERIALS**

- a. All material shall meet or exceed Florida Building Code and product submittals shall be reviewed and approved by the Owner's Representative prior to ordering.
- b. Materials shall be delivered in their original, unopened packages, and protected from exposure to the elements. Damaged or deteriorated materials shall not be used.

3. **TEMPORARY PROTECTION**

The Contractor shall protect all workers, staff and the general public, from injury. The Contractor shall coordinate and schedule all work with the Project Manager.

4. **PROJECT CONDITIONS**

Roofing materials containing asbestos must be removed under the continuous supervision of an on-site roofing supervisor trained in accordance with Chapter 469 Florida Statutes, working under the direction of a roofing contractor certified under Chapter 489 Florida Statutes. A copy of the company's certification and the on-site supervisor's training certificate is mandatory before start of work. The current training certificate for the on-site supervisor must be on the premises during the project.

Contractor is to coordinate all space and security requirements with the Project Manager. A construction schedule shall be submitted for review and approval prior to pre-construction meeting, including a start date, substantial completion date, and work plan defining which openings will be scheduled on what day. The Contractor shall conduct all work so as to cause the least interference possible with the normal activities of the operations of the facility and surrounding areas. Any damage caused by Contractor (including landscaping and irrigation) shall be the responsibility of the Contractor to repair and return to its original state.

5. **PREPARATION**

It shall be the responsibility of the Contractor to prep the site at the construction locations. Commencing installation means acceptance of the surface of the substrate only.

6. **EXAMINATION**

Report to the Project Manager, in writing, any imperfections, unacceptable conditions and/or corrections required to be made before commencing work. If approved, this shall result in a change order. Any items not identified, documented and reported to PBC in writing, will become part of the contractors' scope. All other items identified in writing, if approved, shall result in a change order. Commencing installation means acceptance of the surface of the substrate only.

7. **INSTALLATION**

All materials shall be installed in strict accordance with Manufacturer's written instructions and recommendations. All work shall be done in conformance with applicable Federal, State and Local codes, and established standards.

8. **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, 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 receipt of Notice to Proceed.

Contractor warrants all equipment, materials and labor furnished or performed against defects in design, materials and workmanship for a period of twenty-four (24) months from substantial completion.

9. **CLEAN UP**

Remove all waste materials, tools and equipment from job site daily, including roofing nails and other metal objects. Disposal of all hazardous equipment, chemicals, and components shall comply with all federal, state, and local guidelines. Thoroughly clean the entire job area prior to requesting final inspection.

10. **SECURITY**

All bidders must have badged employees as identified below prior to beginning work.

This project is subject to: Critical Facilities Background Check
 CJI Facilities Background Check
 No Background Check

1. SCOPE OF WORK: This quotation is to furnish all material, labor, supervision, permits and supplies necessary and reasonably incidental to removal of existing roof and replacement of new per the specifications provided by Capital Improvements Division in the Invitation for Quote/Bid at **Attachment "D"** and/or available at the pre-bid meeting held on April 16, 2019. **Work is to be done under the terms and conditions of Palm Beach County's Annual Contract - Roofing, and pursuant to the special conditions of the Work Order, both of which are incorporated into the Contract Documents by reference.**

2. SCHEDULE OF TIME FOR COMPLETION. The time of completion for this Project will be as follows: The Contractor shall substantially complete the work within ninety (90) calendar days from permit issuance.

3. BID SECURITY AND PUBLIC CONSTRUCTION BOND. Bid Security and Public Construction Bond are required for this Project in accordance with Section 5.2 of the Instructions to Bidders of the Annual Contract as follows:

Bid Security. If Bid is \$200,000 or over, this Bid/Quote shall be accompanied by a Bid Security (in the form of, at Bidder's option, cashier's check, certified check, money order or Bid Bond in favor of the County) in the amount of at least five percent (5%) of the bid price, see Section 5.2.2 of the Instructions to Bidders of the Annual Contract for detailed requirements regarding Bid Security.

Public Construction Bond. If Bid is \$200,000 or over (or if cumulative open work orders are \$200,000 or over), then prior to execution of a Work Order, and not later than fourteen (14) calendar days after notification from Owner, the successful Bidder shall furnish a Public Construction Bond in the amount of 100% of the Work Order and Guarantee, see Section 5.2.3 of the Instructions to Bidders of the Annual Contract for detailed requirements regarding the Public Construction Bond and Guarantee.

4. LIQUIDATED DAMAGES. Liquidated Damages are \$80/day for failure to achieve certification of Substantial Completion within the Work Order time or approved extension thereof.

5. SPECIAL CONDITIONS OF WORK ORDER

A Bidder must comply with the requirements contained in these Special Conditions to be deemed responsive to this Invitation for Quote/Bid. Failure to comply will result in the bid/quote not being considered.

Special Condition No. 1. Attachment "A" incorporates the provisions of the EBO Program that are applicable to this Work Order and shall supersede and replace all of Section 5.3 in the Instructions to Bidders and any conflicting provisions of the remainder of the Contract Documents. All Bidders are required to submit with their bid the appropriate EBO Program schedules **in order to be deemed responsive to this Invitation for Quote/Bid.** EBO Schedules to be submitted with the bid/quote are as follows:

- a) **Schedule 1 - List of All Proposed Subcontractors, including S/M/WBE Participation.** A completed Schedule 1 shall list the names of **all** subcontractors, including S/M/WBE subcontractors, intended to be used in performance of the contract, if awarded. This schedule shall also be used if an S/M/WBE prime bidder is utilizing any subcontractors.

- b) **Schedule(s) 2 - Letter(s) of Intent to Perform as a Subcontractor, including S/M/WBE Subcontractors.** A Schedule 2 for each subcontractor, including each S/M/WBE subcontractor, listed on Schedule 1, shall be completed and executed by the proposed subcontractor. The type of Work to be performed by each subcontractor and the dollar value or percentage shall also be specified. Additional copies may be made as needed. A completed Schedule 2 is a binding agreement between the prime contractor and the subcontractor and should be treated as such.

Special Condition No. 2. Attachment "B" identifies the affirmative procurement initiatives (APIs) applicable to this Invitation for Quote/Bid.

If Bidder is unable to comply with the API requirements as set forth in Special Condition No. 2 (Attachment "B" hereto), such Bidder shall submit a request for a waiver or partial waiver at least (7) days prior to the bid/quote due date as explained in Attachments "A" and "B". If Bidder requests a waiver from an API from the Office of EBO at least 7 days prior to the bid/quote due date, then the bid/quote due date will be extended pending the outcome of a waiver request. Additionally, if the waiver is granted, the solicitation will be amended accordingly and the due date extended again.

OEBO SCHEDULE 1

LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

SOLICITATION/PROJECT/BID NAME: PBSO CDC BUILDING Z - ROOF REPLACEMENT

SOLICITATION/PROJECT/BID No.: 18325

NAME OF PRIME RESPONDENT/BIDDER: Hi-Tech Roofing & Sheet Metal Inc

ADDRESS: 2266 4th Ave N, Lake Worth FL 33461

CONTACT PERSON: Michael J. Daley

PHONE NO.: 561-586-3110

E-MAIL: Estimating@hitechroofing.com

SOLICITATION OPENING/SUBMITTAL DATE: May 2, 2019

DEPARTMENT: Procurement

**PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED THE PRIME CONTRACTOR/CONSULTANT ON THIS PROJECT.
PLEASE ALSO LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SUBCONTRACTORS /SUBCONSULTANTS
ON THE PROJECT.**

Name, Address and Phone Number	(Check all Applicable Categories)			DOLLAR AMOUNT OR PERCENTAGE OF WORK				
	Non-SBE	M/WBE Minority/Women Business	SBE Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
Hi-Tech Roofing & Sheet Metal 2266 4th Avenue North Lake Worth, FL 33461 561-586-3110	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	---	---	---	83.2%	---
The Cool Team Inc. 1426 Skews Rd West Palm Beach FL 33411 877-317-2665	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	---	---	---	6.7%	---
Cleary Plumbing 925 S. Military Trail West Palm Beach FL 33415 561-790-1956	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	---	---	---	7.3%	---
Bonded Lightning Protection 2080 W Indiantrawh Rd. Jupiter, FL 33458 561-746-4336	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	---	---	---	2.8%	---
5.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	---	---	---	---	---

(Please use additional sheets if necessary)

Total 100%

Total Bid Price \$ 335,541.38 Total SBE - M/WBE Participation 83.2%

- Note:**
1. The amount listed on this form for a Subcontractor/subconsultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.
 2. Firms may be certified by Palm Beach County as an SBE and/or and M/WBE. If firms are certified as both an SBE and/or M/WBE, please indicate the dollar amount under the appropriate category.
 3. Modification of this form is not permitted and will be rejected upon submittal.

DBE LETTER OF INTENT - SCHEDULE 2

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. All subcontractors/subconsultants, including any tiered subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: 18325

SOLICITATION/PROJECT NAME: PBSO CDC BUILDING Z - ROOF REPLACEMENT

Name of Prime: Hi-Tech Roofing & Sheet Metal, Inc

(Check box(s) that apply)

SBE WBE MBE M/WBE Non-S/M/WBE Date of Palm Beach County Certification (if applicable): 12/16/18

The undersigned affirms they are the following (select one from each column):

Column 1

Column 2

Male Female

African-American/Black Asian American Caucasian American
 Hispanic American Native American

S/M/WBE PARTICIPATION - S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

Line Item	Item Description	Unit Price	Qty./Units	Contingencies/ Allowances	Total Price/Percentage
1	Roofing	287,421.38			287,421.38 / 83.2%

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: 83.2%

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

Name of 2nd/3rd tier Subcontractor/subconsultant _____

Price or Percentage: _____

Hi-Tech Roofing & Sheet Metal
 Print name of Prime

By: _____
 Authorized Signature

Michael J. Daley
 Print name

President
 Title

Date: May 2, 2019

Print name of Subcontractor/subconsultant _____

By: _____
 Authorized Signature

Print name _____

Title _____

Date: _____

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. All subcontractors/subconsultants, including any tiered subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: 18325

SOLICITATION/PROJECT NAME: PBSO CDC BUILDING Z - ROOF REPLACEMENT

Name of Prime: Hi-Tech Roofing & Sheet Metal Inc

(Check box(s) that apply)

SBE WBE MBE M/WBE Non-S/M/WBE Date of Palm Beach County Certification (if applicable): 12/16/18

The undersigned affirms they are the following (select one from each column):

Column 1

Column 2

Male Female

African-American/Black Asian American Caucasian American

Hispanic American Native American

S/M/WBE PARTICIPATION – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

Line Item	Item Description	Unit Price	Qty./Units	Contingencies/ Allowances	Total Price/Percentage
	Mechanical/Electric	19,000.00	1 EA		19,000.00 / 6.7%

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: 6.7%

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

The Cool Team Inc
Name of 2nd/3rd tier Subcontractor/subconsultant

Price or Percentage: 6.7%

Hi-Tech Roofing & Sheet Metal
Print name of Prime

The Cool Team, Inc.
Print name of Subcontractor/subconsultant

By: [Signature]
Authorized Signature

By: [Signature]
Authorized Signature

Michael J. Daley
Print name

Jonathan Westbrook
Print name

President
Title

President
Title

Date: May 2, 2019

Date: 5/2/19

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. All subcontractors/subconsultants, including any tiered subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: 18325

SOLICITATION/PROJECT NAME: PBSO CDC BUILDING Z - ROOF REPLACEMENT

Name of Prime: Hi-Tech Roofing & Sheet Metal Inc

(Check box(s) that apply)

SBE WBE MBE M/WBE Non-S/M/WBE Date of Palm Beach County Certification (if applicable): 12/10/18

The undersigned affirms they are the following (select one from each column):

Column 1

Column 2

Male Female

African-American/Black Asian American Caucasian American
 Hispanic American Native American

S/M/WBE PARTICIPATION – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

Line Item	Item Description	Unit Price	Qty./Units	Contingencies/ Allowances	Total Price/Percentage
	<u>Plumbing</u>	<u>21,120.00</u>		<u>N/A</u>	<u>21,120.00 / 7.3%</u>

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: _____

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

Cleary Plumbing
 Name of 2nd/3rd tier Subcontractor/subconsultant

Price or Percentage: 7.3%

Hi-Tech Roofing & Sheet Metal
 Print name of Prime

Cleary Plumbing
 Print name of Subcontractor/subconsultant

By: _____
 Authorized Signature

By: Paul D G
 Authorized Signature

Michael J. Daley
 Print name

Paul Cleary
 Print name

President
 Title

Owner
 Title

Date: May 2, 2019

Date: May 02 '2019

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. All subcontractors/subconsultants, including any tiered subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: 18325

SOLICITATION/PROJECT NAME: PBSO CDC BUILDING Z - ROOF REPLACEMENT

Name of Prime: Hi-Tech Roofing & Sheet Metal, Inc

(Check box(s) that apply)

SBE WBE MBE M/WBE Non-S/M/WBE Date of Palm Beach County Certification (if applicable): 12/16/18

The undersigned affirms they are the following (select one from each column):

Column 1

Column 2

Male Female

African-American/Black Asian American Caucasian American
 Hispanic American Native American

S/M/WBE PARTICIPATION – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

Line Item	Item Description	Unit Price	Qty./Units	Contingencies/ Allowances	Total Price/Percentage
	<u>Lightning Protection</u>	<u>8000.00</u>		<u>N/A</u>	<u>8000.00 / 2.8%</u>

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: 2.8%

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

Bonded Lightning Protection Price or Percentage: 2.8%
 Name of 2nd/3rd tier Subcontractor/subconsultant

Hi-Tech Roofing & Sheet Metal
 Print name of Prime

Bonded Lightning Protection
 Print name of Subcontractor/subconsultant

By: [Signature]
 Authorized Signature

By: [Signature]
 Authorized Signature

Michael J. Daley
 Print name

Patrick Dillio
 Print name

President
 Title

President
 Title

Date: May 2, 2019

Date: May 2, 2019

ATTACHMENT "A"
EBO Program

The Provisions of this Attachment shall take precedence and control over any inconsistent or conflicting provisions in the Contract Documents.

1. Commercial Non-Discrimination. The Bidder represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2017-1770 as amended. As part of such compliance, the Bidder shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Bidder retaliate against any person for reporting instances of such discrimination. The Bidder shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. The Bidder understands and agrees that a material violation of this clause shall be considered a material breach of any resulting contract and may result in termination of the contract, disqualification or debarment of the Bidder from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

The Bidder acknowledges and agrees that all subcontractor agreements shall include a commercial non-discrimination clause.

2. VSS Registration Required. A Bidder must register in the County's Vendor Self Service ("VSS") at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService> in order to bid on County contracts. If Bidder intends to use subcontractors, Bidder must also ensure that all subcontractors are registered as vendors in VSS. All subcontractor agreements must include a contractual provision requiring that the subcontractor register in VSS. County will not finalize the award of a Work Order until a contractor has certified that the contractor and all of its subcontractors are registered in VSS.

3. Section 5.2.1 of the Instructions to Bidders in the Contract Documents is replaced with the following:
5.2.1 General. Bid Security is not required for Work Orders of less than \$200,000. The Public Construction Bond is waived for Work Orders less than \$200,000 where Bidder's cumulative open Work Orders do not exceed \$200,000. Any proposed Work Order which will cause a Bidder's cumulative open Work Orders to exceed \$200,000 shall require a Public Construction Bond. Any individual Work Order exceeding \$200,000 shall require a Public Construction Bond.

4. Section 5.3 of the Instructions to Bidders in the Contract Documents is replaced with the following:

5.3 Equal Business Opportunity Program.

5.3.1 Policy. It is the policy of the Board of County Commissioners of Palm Beach County, Florida, (the Board) that all segments of its business population, including, but not limited to, small, local, minority and women owned businesses, have an equitable opportunity to participate in the County's procurement process, prime contract and subcontract opportunities. To that end, the Board adopted an Equal Business Opportunity Ordinance which is codified in Sections 2-80.20 through 2-80.30 (as may be amended) of the Palm Beach County Code, (EBO Ordinance) which sets forth the County's requirements for the EBO program, and which is incorporated in this solicitation. A bidder must comply with the requirements contained in this section for a bidder to be deemed responsive to the solicitation requirements. The provisions of the EBO Ordinance are applicable to this solicitation, and shall have precedence over the provisions of this solicitation in the event of a conflict.

5.3.2 Affirmative Procurement Initiatives (APIs). The APIs approved for this solicitation, including any applicable SBE or M/WBE goals, are set out on Attachment B to the Invitation for Bid/Quote which attachment is incorporated herein by reference. Any bid that fails to comply with the API requirements stated in this solicitation after the period allowed for waiver requests has lapsed shall be deemed non-responsive.

5.3.3 API Waiver Requests/Good Faith Efforts. If Bidder is unable to comply with the API requirements as set forth in this solicitation, such Bidder shall submit a request for a waiver or partial waiver at least (7) days prior to the bid due date as stated in the solicitation. Bidder shall submit the waiver request to the Office of EBO with a copy to the Department. ***If a bidder requests a waiver from an API from the Office of EBO at least 7 days prior to the bid due date, then the bid due date will be extended pending the outcome of a waiver request. Additionally, if the waiver is granted, the solicitation will be amended accordingly and the due date extended again.***

Such waiver request shall include specified documentation that demonstrates satisfactory Good Faith Efforts (as defined below) were undertaken by Bidder to comply with the requirements as described under the selected API. The Good Faith Effort waiver request, shall be reviewed by the Office of EBO within seven (7) days of receipt. The bid due date will be extended during this review period. If the Office of EBO determines that adequate Good Faith Efforts have been demonstrated by the Bidder to warrant a partial or total waiver of the API, then the solicitation shall be amended accordingly to reflect the partial or total waiver, and any bids received by the County in the interim shall be returned unopened. The amended solicitation shall then be advertised to all prospective Bidders and the bid due date extended. However, if the Office of EBO determines that the Bidder failed to submit documentation sufficient to demonstrate that Good Faith Efforts were undertaken by the Bidder to support its waiver or partial waiver request, the request for waiver or partial waiver shall be denied, and the solicitation shall remain unchanged. In the event of an adverse waiver or partial waiver request decision, the Bidder shall have the right to request reconsideration of the adverse decision by the Director of the Office of EBO, and if still aggrieved, shall be subsequently entitled to the process for an appeal to a Special Master as referenced in Section 2.-80.28 (b) of the EBO Ordinance. The solicitation due date shall be extended pending the EBO Director reconsideration and Special Master appeal process if requested.

Good Faith Efforts means documentation of the Bidder's intent to comply with the applicable APIs, including, but not limited to, the following: (1) documentation as stated in the solicitation reflecting the Bidder's commitment to comply with SBE or M/WBE goals as established by the Office of EBO for a particular contract; or (2) documentation of efforts made toward achieving EBO program goals (e.g., solicitations of bids/proposals/qualification statements from all qualified SBE firms or M/WBE firms listed in the Office of EBO's directory of certified SBE or M/WBE firms; correspondence from qualified SBE or M/WBE firms documenting their unavailability to perform SBE or M/WBE contracts; documentation of efforts to subdivide work into smaller quantities for subcontracting purposes to enhance opportunities for SBE or M/WBE firms; documentation of a Prime Contractor's posting of a bond covering the work of SBE or M/WBE subcontractors; documentation of efforts to assist SBE or M/WBE firms with obtaining financing, bonding or insurance required by the Bidder; and documentation of consultations with trade associations and consultants that represent the interests of SBE and/or M/WBEs in order to identify qualified and available SBE or M/WBE subcontractors). Scoring of Good Faith Efforts documentation and administrative determinations regarding the adequacy of such Good Faith Efforts is the responsibility of the Office of EBO.

5.3.4 Bid Submission Documentation. S/M/WBE bidders, bidding as prime contractors, are advised that they must complete Schedule 1 listing the Work to be performed by their own workforce as

well as the Work to be performed by any subcontractor, including S/M/WBE subcontractors. Failure to include this information on Schedule 1 will result in the participation by the S/M/WBE prime bidders own workforce NOT being counted towards meeting the S/M/WBE goal. This requirement applies even if the S/M/WBE contractor intends to perform 100% of the Work with their own workforce.

All Bidders are required to submit with their bid the appropriate EBO schedules in order to be deemed responsive to this solicitation. EBO documentation to be submitted is as follows:

5.3.4.1 Schedule 1 - List of All Proposed Subcontractors, including S/M/WBE Participation. A completed Schedule 1 shall list the names of **all** subcontractors, including S/M/WBE subcontractors, intended to be used in performance of the contract, if awarded. This schedule shall also be used if an S/M/WBE prime bidder is utilizing any subcontractors.

5.3.4.2 Schedule(s) 2 - Letter(s) of Intent to Perform as a Subcontractor, including S/M/WBE Subcontractors. A Schedule 2 for each subcontractor, including each S/M/WBE subcontractor, listed on Schedule 1, shall be completed and executed by the proposed subcontractor. The type of Work to be performed by each subcontractor and the dollar value or percentage shall also be specified. Additional copies may be made as needed. A completed Schedule 2 is a binding agreement between the prime contractor and the subcontractor and should be treated as such.

Completed and submitted EBO forms are incorporated into and made a part of the Contract Documents.

5.3.5 S/M/WBE Certification. Only those firms certified by Palm Beach County at the time of bid opening shall be counted toward the established S/M/WBE goal. Upon receipt of a complete application, **IT TAKES UP TO NINETY (90) DAYS TO BECOME CERTIFIED AS AN S/M/WBE WITH PALM BEACH COUNTY.** It is the responsibility of the bidder to confirm the certification of any proposed S/M/WBE; therefore, it is recommended that bidders visit the on-line S/M/WBE Directory at www.pbcgov.org/osba to verify S/M/WBE certification.

5.3.6 Counting S/M/WBE Participation. Once a firm is determined to be an eligible S/M/WBE according to the Palm Beach County certification procedures, the Prime may count toward its S/M/WBE goals only that portion of the total dollar value of a contract performed by the S/M/WBE.

The Prime may count toward its S/M/WBE goal a portion of the total dollar value of a contract with a joint venture, eligible under the standards for certification, equal to the percentage of the ownership and control of the S/M/WBE partner in the joint venture.

The Prime may count toward its S/M/WBE goal the entire expenditures for materials and equipment purchased by an S/M/WBE subcontractor, provided that the S/M/WBE subcontractor has the responsibility for the installation of the purchased materials and equipment.

The Prime may count the entire expenditure to an S/M/WBE manufacturer (i.e., a supplier/distributor that produces goods from raw materials or substantially alters the goods before resale).

The Prime may count sixty percent (60%) of its expenditure to S/M/WBE suppliers/distributors that are not manufacturers.

The Prime may count toward its S/M/WBE goal second and third tiered S/M/WBE subcontractors, provided that the Prime submits a completed Schedule 2 form for each S/M/WBE subcontractor.

The Prime may only count towards its S/M/WBE goal the goods and services in which the SBE is certified.

A certified S/M/WBE Prime may count toward the established goal the goods and services in which it performs with its own work force. The Prime S/M/WBE shall submit a completed Schedule 1 and 2.

5.3.7 S/M/WBE Participation. Bidder represents and warrants that Bidder will meet the S/M/WBE participation percentages submitted in its bid/quote with the subcontractors contained on Schedules 1 and 2 and at the dollar values specified. Bidder agrees to provide any additional information requested by the County to substantiate participation.

5.3.8 Post Bid Waiver Request. After submission of a bid, if Bidder, through no fault of its own, is unable to meet the S/M/WBE participation specified in its bid, then Bidder must immediately seek substitute S/M/WBEs to fulfill the requirements and obtain the approval of the EBO Director. If, after reasonable Good Faith Efforts, the Bidder is unable to find an acceptable substitute S/M/WBE, a post-bid opening waiver may be requested. The request shall document the reasons for the Bidder's inability to meet the goal requirement. In the event the Bidder is found not to have performed Good Faith Efforts in its attempt to find a suitable substitute for the initial S/M/WBE proposed utilization, one (1) or more of the penalties and sanctions as set forth in Section 5.3.12 herein may be imposed by the Office of EBO.

5.3.9 Responsibilities after Award of Work Order. The successful Bidder shall submit the following forms with each pay application:

5.3.9.1 Schedule 3 – Subcontractor Activity Form. This form shall be submitted by the prime contractor with each payment application when subcontractors, including S/M/WBE subcontractors, are utilized in the performance of the Work Order. This form shall contain the names of all subcontractors, including S/M/WBE subcontractors, specify the subcontracted dollar amount for each subcontractor approved change orders, revised subcontractor contract amount, including S/M/WBE contract amount, amount drawn this period, amount drawn to date, and payments to date issued to subcontractors. This form is intended to be utilized on all non-professional services contracts.

5.3.9.2 Schedule 4 – Subcontractor Payment Certification, including S/M/WBEs. A Schedule 4 for **each subcontractor**, including each S/M/WBE, shall be completed and signed by each subcontractor, including each S/M/WBE, after receipt of payment from the prime. The prime shall submit this Schedule 4 with each payment application submitted to the County to document payment issued to a subcontractor in the performance of the Work Order.

The successful bidder shall submit an Subcontractor Activity Form (Schedule 3) and Subcontractor Payment Certification Forms (Schedule 4) with each payment application. **Failure to provide these forms may result in a delay in processing payment or disapproval of the invoice until they are submitted.** The Subcontractor Activity Form (Schedule 3) is to be filled out by the Prime Contractor and the Subcontractor Payment Certification Form (Schedule 4) is to be executed by each subcontractor to verify receipt of payment.

Upon letter notification by the County that the payment tracking system is automated, the prime contractor is required to input all subcontractor payment information directly into the County's contract information system prior to submitting a payment application.

5.3.10 S/M/WBE Substitutions after Award of Work Order. After award of a Work Order, the successful bidder will only be permitted to replace a certified S/M/WBE subcontractor who is unwilling or unable to perform. Such substitution must be done with other certified S/M/WBEs in order to maintain the S/M/WBE percentages submitted with the bid. Requests for substitutions must be submitted to the

Department issuing the bid and the Office of EBO for approval. Any desired change in the S/M/WBE participation schedule shall be approved in advance by the Office of EBO and shall indicate the Prime Contractor's Good Faith Efforts to substitute another certified S/M/WBE Subcontractor (as appropriate) to perform the work. Any desired changes (including substitutions or termination and self-performance) must be approved in writing in advance by the Office of EBO. Upon receiving approval of substitution for the S/M/WBE subcontractor, the Prime must submit a completed and signed Schedule 2 by the proposed S/M/WBE subcontractor. Subcontractors shall specify the type of Work to be performed, the cost or percentage shall also be specified. In the event the Prime Contractor is found not to have performed Good Faith Efforts in its attempt to find a suitable a substitute for the initial S/M/WBE proposed utilization, one (1) or more of the penalties and sanctions as set forth in Section 5.3.12 herein may be imposed by the Office of EBO.

5.3.11 Change Orders and Modifications. If the County's issuance of an alternate or change order on a project results in changes in the scope of Work to be performed by a S/M/WBE subcontractor listed at bid opening, the Prime must submit a modified, completed and signed Schedule 2 that specifies the revised scope of Work to be performed by the S/M/WBE, along with the price and /or percentage.

5.3.12 EBO Program Compliance, Enforcement, Penalties. Under the EBO Ordinance, the Office of EBO is required to implement and monitor S/M/WBE utilization during the term of any contract resulting from this solicitation. It is the County's policy that S/M/WBEs shall have the maximum feasible opportunity to participate in the performance of County contracts. All Bidders are required to comply with the EBO Ordinance and shall be expected to comply with the APIs applicable to this solicitation, as well as the S/M/WBE utilization proposed by a Bidder in its Bid, which utilization plan forms a part of any resulting Work Order.

The Office of EBO and the Department shall have the right to request and review Contractor's books and records to verify Contractor's compliance with the Contract, adherence to the EBO Program and its Bid. The Office of EBO and the Department shall have the right to interview subcontractors and workers at the work site to determine Contract compliance. Contractor shall retain all books and records pertaining to this Contract, including, but not limited to, subcontractor payment records, for four (4) years after project completion date, or such longer time as may be required in other provisions of this Contract, and make such records available for inspection in Palm Beach County by the Office of EBO and the County at any reasonable time during the four (4) years.

The Director of the Office of EBO or designee may require such reports, information, and documentation from Contractor as are reasonably necessary to determine compliance with the EBO Ordinance requirements. Contractor shall correct all noncompliance issues within 15 calendar days of a written notice of noncompliance by the contracting department or the Office of EBO. If the Contractor does not resolve the non-compliance within 15 days of receipt of written notice of non-compliance, then the Director of the Office of EBO or designee may impose upon the non-complying party any or all of the following penalties:

- a. Suspension of contract;
- b. Withholding of funds;
- c. Termination of contract based upon a material breach of contract pertaining to EBO Program compliance;
- d. Suspension or Debarment of a respondent or bidder, contractor or other business entity from eligibility for providing goods or services to the County for a period not to exceed three (3) years; and

- e. Liquidated damages equal to the difference in dollar value of S/M/WBE participation as committed to in the contract, and the dollar value of S/M/WBE participation as actually achieved.

4. The first paragraph of General Condition Number 68.3 in the Contract Documents is amended to state the following:

68.3 If the pay estimate and support data are not approved, the Contractor is required to submit new, revised or missing information according to the Owner's instructions. Otherwise, the Contractor shall prepare and submit to Owner an invoice in accordance with the estimate as approved. Owner will pay Contractor, in accordance with Local Government Prompt Payment Act (FS 218.70). Owner shall provide Contractor with a written notice of disputed pay request within 10 business days after receipt of such pay request which clearly states any and all deficiencies in Contractor's pay request that will prevent prompt processing and issuance of payment. To the extent there is an undisputed portion of the pay request that can be paid, the Owner shall proceed with prompt payment of that portion of the pay request. In the event any dispute with respect to any payment or pay request cannot be resolved between the Contractor and Owner's project staff, Contractor may, in accordance with the alternative dispute resolution requirements of Florida Statute section 218.72, et. seq., demand in writing a meeting with and review by the department director. In the absence of the department director, a deputy director may conduct the meeting and review. Such meeting and review shall occur within ten (10) business days of receipt by Owner of Contractor's written demand. The department director, or deputy director, shall issue a written decision on the dispute within ten (10) business days of such meeting. This decision shall be deemed the Owner's final decision for the purpose of the Local Government Prompt Payment Act. Contractor must remit undisputed payment due for labor, services, or materials furnished by subcontractors and suppliers hired by the Contractor, within 10 days after the contractor's receipt of payment from the County pursuant to Section 218.70, Florida Statutes. Contractor shall provide subcontractors and suppliers hired by Contractor with a written notice of disputed invoice within 5 business days after receipt of invoice which clearly states the reasons for the disputed invoice.

ATTACHMENT "B"
(for Asbestos, Electrical, Low Voltage, Roofing)

**AFFIRMATIVE PROCUREMENT INITIATIVES FOR CONSTRUCTION
PROCUREMENT ("API"s)**

The API(s) approved for this project are selected below by . Any bid that fails to comply with the API requirements after the period allowed for waiver requests has lapsed shall be deemed non-responsive. Fillable pdfs of all EBO forms can be found on the OEBO website at <http://discover.pbcgov.org/oebo/Pages/Compliance-Programs.aspx>. Also, see the EBO Ordinance and Countywide PPM CW-O-043 for further information on APIs.

SBE Sheltered Market for Small Construction Contracts

Under this contract, Work Orders \$100,000 and below are reserved for competition among only certified SBEs. Small prime construction contracts (single trade or multi-trade) valued at or below \$100,000 may be reserved for sheltered market competition where only certified SBEs are eligible to submit bids or quotes.

SBE Subcontracting Program

A minimum mandatory goal of 20% SBE participation is established for this contract. The EBO Office shall reduce or waive this goal when there is inadequate availability of SBE prime and / or subcontractor firms. Respondents/bidders may request such waivers at least seven (7) days prior to bid opening based on submission of adequate Good Faith Efforts documentation.

SBE Price Preference For Single Trade Construction

The work orders under this contract shall be awarded to the lowest, responsive, responsible bidder unless a certified SBE's bid is within ten percent (10%) of the lowest non-SBE bid, in which case the award shall be made to the certified SBE bidder. Construction contracts where there are no opportunities for subcontracting (i.e. single trade), may include a provision requiring awards of the contract to be made to the lowest responsive, responsible respondent or bidder unless a certified SBE's bid is within ten (10) percent of the lowest non-small business bid, in which case the award shall be made to the certified small business bidder submitting the lowest responsive, responsible bid at the price that it bid.

M/WBE Subcontracting Goal*

_____ % (Up to 40%) of this Contract shall be subcontracted to certified M/WBEs owned by African American, Hispanic American, Asian American, Native American, or non-minority women persons. The EBO Office shall reduce or waive this goal when there is inadequate availability of M/WBE prime and / or subcontractor firms. Respondents/bidders may request such waivers at least seven (7) days prior to bid opening based on submission of adequate Good Faith Efforts documentation. **In the absence of a waiver granted by the Office of EBO, a respondent/bidder who does not commit to satisfying the M/WBE subcontracting goal shall be considered non-Responsive.**

M/WBE Segmented Subcontracting Goals*

_____ % of the M/WBE subcontracting goal shall be achieved through the utilization of certified M/WBEs owned by African American, Hispanic American, Asian American, Native American, and non-minority women persons (check applicable). M/WBE Segmented Subcontracting Goals are established on an individual County contract wherein an overall combined M/WBE goal is accompanied by subsets of one or more smaller goals that specifically target the participation of a particular segment of Minority Group Member segments or the WBE segment based upon that

segment's relative availability. Such segmented goals shall specifically target the participation of a particular segment of business enterprises owned and controlled by women or certain Minority Group Members (e.g., African-Americans, Hispanic-Americans, Asian-Americans, or Native Americans) based upon relative availability, as well as the existence of consistently and significantly greater patterns of underutilization and disparity within an industry as compared to other gender and Minority Group Member categories of M/WBEs. (For example, if an overall M/WBE subcontracting goal is set at 38% on a given contract, the segmented subcontracting goal may require that at least 23% of that 38% shall be satisfied through the utilization of African American and Hispanic subcontractors.) The EBO Office shall reduce or waive this goal when there is inadequate availability of M/WBE prime and / or subcontractor firms. Respondents/bidders may request such waivers at least seven (7) days prior to bid opening based on submission of adequate Good Faith Efforts documentation. **In the absence of a waiver granted by the Office of EBO, a respondent/bidder who does not commit to satisfying the M/WBE segmented subcontracting goals shall be considered non-Responsive.**

M/WBE Joint Venture/Partnership/Teaming Incentive for Contracts greater than \$2.5 million

_____ (Up to 20%) evaluation points out of 100 are reserved for qualifying M/WBE joint ventures. See, Exhibit "Z" for joint venture/partnership teaming incentive program requirements. Incentives are established to promote joint ventures, partnerships, or teaming arrangements between larger established firms and M/WBE firms, or between and among SBE and M/WBE firms. For RFPs, the incentive may be for up to twenty percent (20%) of one hundred evaluation points to be reserved for qualifying M/WBE joint ventures where the certified M/WBE joint venture partner owns 50% or greater, and performs 50% or greater of the work, of the overall joint venture. Proportionately fewer evaluation preference points would be awarded to the joint venture based upon lesser percentages of ownership by the M/WBE partner.

M/WBE Evaluation Preference for RFPs for Prime M/WBE firms

_____ (Up to 15%) of the evaluation points are reserved as a preference for proposals submitted by certified M/WBE firms. Evaluation panels shall assign point preferences equal to up to 15% of the total points assigned for the evaluation, scoring and ranking of construction-related proposals submitted by those certified M/WBE firms. An M/WBE awarded a prime contract may not subcontract more than 49% of the contract value to a non-M/WBE firm.

***FINDINGS OF THE GOAL SETTING COMMITTEE FOR RACE-CONSCIOUS APIs:**

ATTACHMENT C
Include Attachment C if bid is \$200,000 or more

PROJECT NUMBER: 18325

PROJECT NAME: PBSO CDC BUILDING Z - ROOF REPLACEMENT

DATE: April 30, 2019

BID BOND

STATE OF FLORIDA

COUNTY OF PALM BEACH

KNOW ALL MEN BY THESE PRESENTS: That we, Hi-Tech Roofing & Sheet Metal, Inc.
_____ (hereinafter called "Principal"), and _____
Western Surety Company (hereinafter called "Surety") are held and firmly
bound unto Palm Beach County, a Political Subdivision in the State of Florida, by and through its Board of
County Commissioners, (hereinafter called "County") in the sum of _____
Seventeen thousand five hundred Dollars, (\$ 17,500.00), (which sum
is **at least 5% of the bid price**), lawful money of the United States of America, for the payment of which
sum will and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly
and severally, firmly be these presents;

WHEREAS, the "Principal" contemplates submitting or has submitted a bid to the Board of County
Commissioners, Palm Beach County, Florida, for furnishing and paying for all necessary labor materials,
equipment, machinery, tools, apparatus, services, all state workmen's compensation and unemployment
compensation taxes incurred in the performance of the Contract, means of transportation for and complete
Construction of: **PBSO CDC Building Z – Roof Replacement, Project Number 18325**, in the County of
Palm Beach, State of Florida; and

WHEREAS, it was a condition precedent to the submission of said bid that a certified check cashier's check,
money order or bid bond in the amount of five percent (5%) of the base bid be submitted with said bid as a
guarantee that the bidder would, if given a Notification from Owner, enter into a written contract with the
County, and furnish a public construction bond in an amount equal to one hundred (100%) of the total
Contract, within fourteen (14) consecutive calendar days after the County issues the Notification from
Owner.

NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, if the bid
of the "Principal" herein is accepted and said "Principal", within fourteen (14) consecutive calendar days
after written notice being given of such acceptance, (i) enter into a written contract with the County and (ii)
furnishes a public construction contract bond in the amount equal to one hundred percent (100%) of the
total contract amount and in a form satisfactory to the County, then this obligation shall be void. If the
Principal fails to complete (i) and (ii) above, the sum herein stated shall be due and payable to the "County",
and the "Surety" herein agrees to pay said sum immediately upon demand of the "County", in good and
lawful money of the United States of America, as liquidated damages for failure of said "Principal".

IN WITNESS WHEREOF, the said Hi-Tech Roofing & Sheet Metal, Inc.
as "Principal" herein, has caused these presents to be signed in its name, by its _____
_____, and attested by its _____ under
the corporate seal, and the said Western Surety Company as "Surety"
herein, has caused these presents to be signed in its name, by its Attorney-in-Fact
_____, and attested by its corporate Seal, this 30th day of April, A.D., 20 19.

ATTEST:

(SEAL)

Tonya Meccarillo
Tonya Meccarillo
Michael J. Daley
Print Name

Hi-Tech Roofing & Sheet Metal, Inc.

(Contractor Name)

By: [Signature]

(Signature)

TITLE: President

Print Name: Michael Daley

ATTEST:

(SEAL)

Print Name

Western Surety Company

(Surety Name)

By: [Signature]

(Signature)

TITLE: Attorney-in-Fact

Print Name: Tina M. Mangum

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Dirk De Jong, Janet P Colandrea, Tina M Mangum, Sharon Myers, Individually

of Pompano Beach, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 26th day of November, 2018.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 26th day of November, 2018, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this _____ day of _____.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Annual Contract - Roofing 2018: Control Sheet

All Contractors

Dollar Commitments, Renewals, and Expirations

Procurement Project Implementation Group

PROJECT INFORMATION						DOLLARS								SBE P	
PROJECT NUMBER	PROJECT NAME	G.C.	SBE or EBO	W.O. AMOUNT	W.O. #	\$ COMMITMENTS			\$ CAPACITY		\$SBE Work Order	%SBE Work Order	\$M/WBE Work Order	%Minority Work Order	
						TO-DATE	AT RENEWAL	THIS TERM	REMAINING						
FYXX - Xst QUARTER															
18325	PBSO CDC Bldg Z - roof replacement	Hi-Tech	EBO	335,541.38	19-028	\$2,577,751.85	\$0.00	\$2,577,751.85	\$422,248.15	\$279,170.42	83.00%	0.00	0.00%		
						\$2,577,751.85	\$2.00	\$2,577,751.85	\$422,248.15		#DIV/0!		#DIV/0!		
INSERT ROWS ABOVE HERE ONLY						Phyllis --- I copy from column 'J' to Column 'X'									
										1,906,532.70		0.00			
Roofing Annual															
				TOTAL WORK ORDERS		TOTAL SBE WORK ORDERS		TOTAL EBO WORK ORDERS		TOTAL SBE \$	TOTAL SBE %	TOTAL W/MBE \$	TOTAL W/MBE %		
	Tri-State Roofing	Tri-State		\$355,980.93		\$355,980.93		\$0.00		\$351,560.93	98.76%	\$0.00	0.00%		
	Advanced Roofing	Advanced		\$116,066.39		\$116,066.39		\$0.00		\$0.00	0.00%	\$0.00	0.00%		
	Hi-Tech Roofing	Hi-Tech		\$1,611,342.73		\$1,261,634.13		\$349,708.60		\$1,554,971.77	96.50%	\$0.00	0.00%		
	Tecta Roofing	Tecta		\$196,747.30		\$196,747.30		\$0.00		\$0.00	0.00%	\$0.00	0.00%		
	RCU	RCU		\$292,645.16		\$292,645.16		\$0.00		\$0.00	0.00%	\$0.00	0.00%		
	Empire Roofing	Empire		\$4,969.34		\$4,969.34		\$0.00		\$0.00	0.00%	\$0.00	0.00%		
	Triple M Roofing	Triple M								\$0.00	0.00%	\$0.00	0.00%		
													0.00%		
				Total		\$2,577,751.85		\$2,228,043.25		\$349,708.60		\$1,906,532.70	73.96%	\$0.00	0.00%