

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: June 2, 2020

☒ [X] Consent ☐ [] Regular
☐ [] Workshop ☐ [] Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

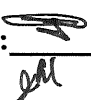
Motion and Title: Staff recommends motion to approve: Work Order No. 20-023 to the annual roofing contract with Hi-Tech Roofing & Sheetmetal, Inc., (R2015-1782) in the amount of \$424,330 for the Palm Beach County Sheriff Office (PBSO) District 3- Roof Replacement project for a period of 90 calendar days from permit issuance or until project is complete.

Summary: The work consists of removing the existing flat roof down to the metal deck and installing a new insulated flat roof system. The existing roof has outlived its service life and has developed leaks and maintenance issues. A complete replacement is required to maintain operations, ensure a weather tight building, and provide for an adequate operational environment. This project was competitively advertised and new contractors were invited to bid on the project by submitting prequalification documents prior to the submission of the bid response. On January 2, 2019, the Goal Setting Committee applied an Affirmative Procurement Initiative (API) of Small Business Enterprise (SBE) price preference where an SBE contractor will be given a price preference if its bid is within 10% of the lowest responsive and responsible non-SBE bidder. The Contractor is a certified SBE and submitted 95.62% SBE participation on this work order. The overall SBE participation on the annual roofing contract is 78.02%. The Contractor is a local business and will be using all local subcontractors. Funding for this project is from the Public Building Improvement Fund. **(Capital Improvements Division) District 6 (LDC)**

Background and Justification: This project was openly, competitively advertised and procured. Bids for this project were opened on February 27, 2020 and Hi-Tech Roofing & Sheetmetal, Inc. submitted the lowest responsive and responsible bid of the three (3) bids received.

Attachments:

1. Location Map
2. Budget Availability Statement
3. Work Order No. 20-023
4. Bid Summary
5. Quotation Comparison
6. Annual Contract Roofing # 15465: Control Sheet

Recommended by:  Armen W. W. F. 5/3/2020
Department Director Date

Approved by: B. Baker 5/13/2020
County Administrator Date

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures	\$466,763				
Operating Costs					
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$466,763	-0-	-0-	-0-	-0-
# ADDITIONAL FTE					
POSITIONS (Cumulative)					
Is Item Included in Current Budget:		Yes	X	No	
Does this item include use of federal funds?		Yes		No	X

Budget Account No: Fund 3804 Dept 411 Unit B620-0052 Object 4907

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

Funding for this project will be from the Public Building Improvement Fund.

CONSTRUCTION	\$424,330.00
CONTINGENCY	\$42,433.00
TOTAL	\$466,763.00

C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:


OFMB
5/12/2020
LM
5/16


Contract Development and Control
5/18/2020
EW

B. Legal Sufficiency:


Assistant County Attorney
5/13/2020

C. Other Department Review:

Department Director

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

LOCATION MAP

Project No: 17359-R1

Project Name PBSO District 3 Roof Replacement

Location: 8130 N. Jog Road, West Palm Beach



Attachment # 2

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 3/23/20 rev REQUESTED BY: Ben Carroll

PHONE: 233-2059

PROJECT TITLE: PBSO District 3 – roof replacement
(Same as CIP or IST, if applicable)

IST PLANNING NO.:

ORIGINAL CONTRACT AMOUNT: \$424,330.00

BCC RESOLUTION#:

REQUESTED AMOUNT: \$

DATE: 3-24-20

eFDO #: 2017-020763

CSA or CHANGE ORDER NUMBER:

LOCATION: 8130 N. Jog Rd., West Palm Beach

BUILDING NUMBER: 221

DESCRIPTION OF WORK/SERVICE LOCATION: PBSO District 3

PROJECT/W.O. NUMBER: 17359-R1

CONSULTANT/CONTRACTOR: Hi-Tech Roofing & Sheetmetal, Inc.

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT/CONTRACTOR:

Remove existing mansard and flat roofing to the wood deck, install new clay tile roof, flat roof insulation, new roofing and flashing in accordance with plans and specifications prepared by Colome & Associates and Attachment C provided by Capital Improvements Division.

CONSTRUCTION	\$424,330.00
PROFESSIONAL SERVICES	\$ NA
STAFF COSTS*	\$ 2,200.00
EQUIP. / SUPPLIES	\$ NA
CONTINGENCY	\$ 42,433.00
TOTAL	\$468,963.00 — 466,763

* 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: 3804 DEPT: 411 UNIT: 6620-0052 OBJ: 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: _____

DATE

ENCUMBRANCE NUMBER: _____

**WORK ORDER 20-023 TO CONTRACT FOR
ANNUAL ROOFING
FOR
PALM BEACH COUNTY SHERIFF OFFICE (PBSO) DISTRICT 3 – ROOF
REPLACEMENT
17359-R1**

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 & Sheetmetal, 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 incorporates all the terms and conditions of the Contract as may be supplemented and amended by this Work Order;

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. Recitals.** The foregoing recitals are true and correct and incorporated herein by reference.
- 2. Total Bid 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 **\$424,330** for the construction costs of removing existing mansard and flat roofing to the wood deck, install new clay tile roof, flat roof insulation, new roofing and flashing in accordance with plans and specifications as set forth on the **Bid Form** attached hereto and incorporated herein by reference.
- 3. 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. Liquidated Damages are **\$80/day** for failure to achieve certification of substantial completion within the contract time or approved extension thereof.
- 4. APIs.** The APIs applicable to this Contract are attached hereto.
- 5. EBO Participation to Date.** To date Contractor has achieved 96.85% SBE subcontracting participation on this Contract. Contractor will provide 95.62% on this Work Order.
- 6. Attachments.** The following attachments are attached hereto and incorporated herein by reference:

Bid Form
EBO Schedules 1 and 2

APIs
Bid Bond/Security
Project Requirements
Public Construction Bond
Form of Guarantee
Insurance Certificate(s)

7. 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

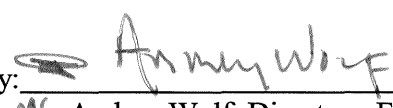
By: _____
Deputy Clerk

By: _____
Dave Kerner, Mayor

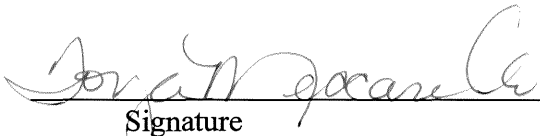
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

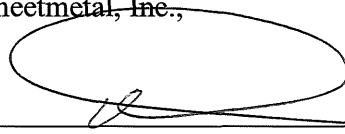
By:  _____
County Attorney


By:  _____
Audrey Wolf, Director - FD&O

WITNESS: FOR CONTRACTOR
SIGNATURE

 _____
Signature

CONTRACTOR: Hi-Tech Roofing &
Sheetmetal, Inc.,

 _____
Signature

 _____
Name (type or print)

Michael J Daley
Name (type or print)

President
Title

(Corporate Seal)

BID FORM

PROJECT NUMBER: 17359-R1

PROJECT NAME: PBSO, District 3 - Roof Replacement

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

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

THE FOLLOWING MUST BE COMPLETED AND SIGNED BY CONTRACTOR

1. TOTAL QUOTE/BID AMOUNT \$ 424,330.00

Written amount Four Hundred Twenty Four Thousand, Three Hundred Thirty Dollars

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

3. Is the Bidder a Palm Beach County certified S/M/WBE? Yes X 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.

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

February 27, 2020

Date

Signature

President

Title

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

OEBO SCHEDULE 1

LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

SOLICITATION/PROJECT/BID NAME: PBSO, District 3 - Roof Replacement
NAME OF PRIME RESPONDENT/BIDDER: Hi-Tech Roofing & Sheet Metal, Inc
CONTACT PERSON: Michael J Daley
SOLICITATION OPENING/SUBMITTAL DATE: February 27, 2020

SOLICITATION/PROJECT/BID No.: 17359-R1
ADDRESS: 2266 4th Avenue North, Lake Worth, FL 33461
PHONE NO.: 561-586-3110 **E-MAIL:** Estimating@hi-techroofing.com
DEPARTMENT: Procurement

PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY 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	SBE	Black	Hispanic	Women	Caucasian	Other (Please Specify)
		Minority/Women Business	Small Business					
Hi-Tech Roofing & Sheet Metal, Inc 2266 4th Avenue North Lake Worth, FL 33461 561-586-3110	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____	95.6	_____
Bryon Scholz Plumbing Inc 149 Swain Blvd, Greenacres, FL 33463 561-588-8689	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	2.4	_____
Bonded Lightning Protection 2080 W Indiantown Rd, Jupiter FL 33458 561-746-4336	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	2.	_____
4.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
5.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____


(Please use additional sheets if necessary)

Total Bid Price \$ 424,330.00

Total

Total SBE - M/WBE Participation 95.6

I hereby certify that the above information is accurate to the best of my knowledge:



Signature

President

Title

- 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 an 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.

OEBO 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: 17359-R1
SOLICITATION/PROJECT NAME: PBSO, District 3 - Roof Replacement

Prime Contractor: Hi-Tech Roofing & Sheet Metal, Inc Subcontractor:

(Check box(s) that apply)

☒ SBE ☐ WBE ☐ MBE ☐ M/WBE ☐ Non-S/M/WBE Date of Palm Beach County Certification (if applicable):

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

Column 1 Column 2 Column 3
☒ Male ☐ Female ☐ African-American/Black ☐ Asian American ☒ Caucasian American ☐ Supplier
☐ 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	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	Remove existing mansard & flat roof. Install new		1		\$405,730.00/100%
	clay tile roof, insulation, new roof & flashing				
	in accordance with plan & specs by Colome Assoc				

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: 100%

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, Inc
Print Name of Prime
By: 
Authorized Signature
Michael J Daley
Print Name
President
Title
Date: February 27, 2020

Print Name of Subcontractor/subconsultant
By:
Authorized Signature
Print Name
Title
Date:

OEBO 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: 17359-R1
 SOLICITATION/PROJECT NAME: PBSO, District 3 - Roof Replacement

Prime Contractor: Hi-Tech Roofing & Sheet Metal Subcontractor: Bryon Scholz Plumbing Inc

(Check box(s) that apply)

☐ SBE ☐ WBE ☐ MBE ☐ M/WBE ☒ Non-S/M/WBE Date of Palm Beach County Certification (if applicable): _____

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

Column 1

☒ Male ☐ Female

Column 2

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

Column 3

☐ Supplier

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	Quantity/Units	Contingencies/Allowances	Total Price/Percentage
1	Install FOUR (4) Primary Drains & FOUR (4) Overflow Drains	10,000.00			10,000.00

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: 10,000.00

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: [Signature]
 Authorized Signature

Michael J. Daley
 Print Name

President
 Title

Date: 2/27/20

Bryon Scholz Plumbing
 Print Name of Subcontractor/subconsultant

By: [Signature]
 Authorized Signature

Bryon Scholz
 Print Name

President/Owner
 Title

Date: 2-27-2020

Revised 09/17/2019

OE80 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: **17359-R1**

SOLICITATION/PROJECT NAME: **PBSO, District 3 - Roof Replacement**

Prime Contractor: **Hi-Tech Roofing & Sheet Metal** Subcontractor: **Bonded Lightning Protection**

(Check box(es) that apply)

☐ SBE ☐ WBE ☐ MBE ☐ M/WBE ☐ Non-S/M/WBE Date of Palm Beach County Certification (if applicable): _____

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

Column 1

Column 2

Column 3

☒ Male ☐ Female

☐ African-American/Black ☐ Asian American ☒ Caucasian American

☐ Supplier

☐ Hispanic American ☐ Native American

S/M/WBE PARTICIPATION - S/M/WBE Prime 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	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	Remove / Replace Lightning Protection System	\$8,600.			\$8,600.00

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: **100%**

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: **100%**

Hi-Tech Roofing & Sheet Metal
Print Name of Prime

Bonded Lightning Protection
Print Name of Subcontractor/subconsultant

By: **[Signature]**
Print Name

By: **[Signature]**
Authorized Signature
Print Name

President
Title

President
Title

Date: **2/27/20**

Date: **2-27-20**

IFQ/B ATTACHMENT B
Include Attachment B if bid is \$200,000 or more

PROJECT NUMBER: 17359-R1

PROJECT NAME: PBSO, District 3 - Roof Replacement

DATE: 02/25/20

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 5%
Dollars, (\$ 5%), (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, District 3 - Roof Replacement, Project Number 17359-R1**, 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 25th day of February, A.D., 20 20.

ATTEST:

(SEAL)

Tonya Meccariello

Tonya Meccariello
Print Name

TITLE: President

Hi-Tech Roofing & Sheet Metal, Inc.

(Contractor Name)

By: ce

(Signature)

Print Name: Michael Daley

ATTEST:

(SEAL)

Print Name

TITLE: Attorney-in-Fact

Western Surety Company

(Surety Name)

By: Sharon Myers

(Signature)

Print Name: Sharon Myers

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 25th day of FEBRUARY, 2020.



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.

ATTACHMENT "A"
(for Asbestos Abatement, 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.

☐ **Waiver**

The Office of EBO has granted a waiver of the EBO Program API(s) for this Work Order.

☐ **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:**

**IFQ/B ATTACHMENT C
PROJECT REQUIREMENTS
Annual Contract - Roofing**

Contact: Ben Carroll, Capital Improvements Division

Phone: (561) 233-2059

Project Title: PBSO District 3 Roof Replacement

Project #: 17359-R1

Project Locations: 8130 N. Jog Road, West Palm Beach, FL 33412

1. GENERAL

- a. The work covered by this Request for Quote consists of, but is not limited to, the furnishing of all labor, equipment, devices, tools, materials, transportation, professional services, supervision, drawings, permitting and all miscellaneous requirements to perform all operations necessary to accomplish the work set forth below and shall be considered part of the Scope of Work.
- b. Please reference the Annual Contract – Roofing for additional requirements.
- c. Work to be completed during the hours of 7:00 am to 4:00 pm, Monday through Friday.
- d. Contractor shall contact the Project Manager, within seventy-two (72) hours of Notice to Proceed to establish scheduling etc. required for project implementation.
- e. Work to be completed within ninety (90) days of permit issuance. Permit application is to be submitted by Contractor within five (5) days of Notice to Proceed and due diligence exercised to address all Building Department comments.
- f. Liquidated damages will accrue in the amount of \$80 per day.
- g. The Contractor will provide a Certificate of Occupancy or Certificate of Completion, as appropriate, obtained from the proper Building official, prior to processing of final payment.
- h. Contractor is responsible for obtaining all measurements during the site inspection.

2. SCOPE OF WORK

Remove the existing mansard and flat roofing to the wood deck. Install new clay tile roof, flat roof insulation, new roofing and flashing in accordance with the plans and specifications prepared by Colomé & Associates, Inc. and shown on Exhibits "1" and "2".

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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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. Contractor will be responsible for all vehicle damage including flat tires that result from this work.

13. SECURITY

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

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

If Contractor's employees or subcontractors' employees are required under this contract to enter a "critical facility" as identified in Resolution R2003-1274, those employees shall undergo a criminal history record check in order to be granted access pursuant to the latest version of Chapter 2, Article IX of the Palm Beach County Code. In addition, for access to a Palm Beach County Sheriff's Office facility, an additional criminal history records check will be required.

Prior to commencement of work within a critical facility, the Contractor shall make arrangements through the County's Electronic Services and Security Division/Access section for its employees and those of its subcontractors to have finger print based criminal history record checks performed. Those employees clear of disqualifying offenses will be granted an ID badge which must be worn at all times. A list of disqualifying offenses is available upon request. Any person found to have a disqualifying criminal offense will be denied unescorted access to

the project. The Contractor will be charged a nominal fee for lost cards.

Although County agrees to pay for all applicable FDEL/FBI fees required for criminal history record checks, the Contractor shall be solely responsible for all direct and indirect costs associated with complying with Ordinance 2003-030.

All contractor and sub-contractor employees will be required to attend a three (3) hour "Working among the Inmates" class given by PBSO Corrections personnel prior to working in the inmate housing area.

All contractor and sub-contractor personnel will be required to have a tool list in their possession at all time during work hours.

PUBLIC CONSTRUCTION BOND

BOND NUMBER 30082262

BOND AMOUNT	<u>\$424,330</u>
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CONTRACT AMOUNT	<u>\$424,330</u>
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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: (407) 804-5613

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 District 3 – Roof Replacement

PROJECT NUMBER: 17359-R1

CONTRACT NUMBER (to be provided after Contract award): WO 20-023

DESCRIPTION OF WORK: Removing existing mansard and flat roofing to the wood deck, install new clay tile roof, flat roof insulation, new roofing and flashing in accordance with plans and specifications.

PROJECT ADDRESS, PCN, or LEGAL DESCRIPTION: _____

8130 N. Jog Rd., West Palm Beach

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 (\$424,330.00)

(Four hundred twenty-four thousand, three hundred thirty and 00/100)

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 District 3 – Roof eplacement

Project No.: 17359-R1

Project Description: Removing existing mansard and flat roofing to the wood deck, install new
clay tile roof, flat roof insulation, new roofing and flashing in accordance with plans and
specifications.

Project Location: 8130 N. Jog Rd., West Palm Beach

in accordance with Drawings and Specifications prepared by

NAME OF ARCHITECTURAL FIRM: Colome & 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 District 3 –
Roof Replacement, the contract being made a part of this bond by reference, at the times and in
themanner 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.

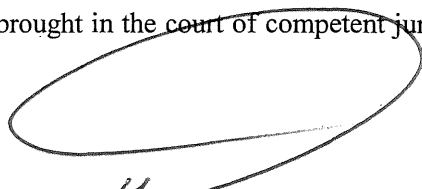
7. Principal and Surety expressly acknowledge that any and all provisions relating to consequential, delay and liquidated damages contained in the contract are expressly covered by and made a part of this Performance, Labor and Material Payment Bond. Principal and Surety acknowledge that any such provisions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


Surety (Seal)

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

FORM OF GUARANTEE

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

We the undersigned hereby guarantee that the (PBSO District 3 – Roof Replacement, 17359-R1) 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: Tina M. Mangum
(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 20th day of March, 2020.



WESTERN SURETY COMPANY

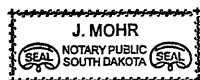
Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 20th day of March, 2020, 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 10th day of April 2020



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Oblgee 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/22/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME:	
Frank H. Furman, Inc.		PHONE (A/C, No, Ext): (954) 943-5050	
1314 East Atlantic Blvd.		FAX (A/C, No): (954) 942-6310	
P. O. Box 1927		E-MAIL ADDRESS: jenny@furmaninsurance.com	
Pompano Beach FL 33061		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Ironshore Specialty Ins	
		INSURER B: Travelers Casualty Ins Co of America	
		INSURER C: Bridgefield Casualty Ins Co	
		INSURER D: American Cas Co Of Reading PA	
		INSURER E: Tokio Marine Specialty Ins. Co.	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: 2019 with Inst Fltr REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<div>COMMERCIAL GENERAL LIABILITY</div> <div><div>CLAIMS-MADE</div><div><input checked="" type="checkbox"/> OCCUR</div></div> <div>GEN'L AGGREGATE LIMIT APPLIES PER:</div> <div><div>POLICY</div><div><input checked="" type="checkbox"/> PROJECT</div><div>LOC</div></div> <div>OTHER:</div>	X		RCS00265-05	12/1/2019	12/1/2020	<div>EACH OCCURRENCE \$ 1,000,000</div> <div>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000</div> <div>MED EXP (Any one person) \$ 5,000</div> <div>PERSONAL & ADV INJURY \$ 1,000,000</div> <div>GENERAL AGGREGATE \$ 2,000,000</div> <div>PRODUCTS - COMP/OP AGG \$ 2,000,000</div> <div></div>
B	<div>AUTOMOBILE LIABILITY</div> <div><div>ANY AUTO</div><div>ALL OWNED AUTOS</div><div>HIRED AUTOS</div></div> <div><div>SCHEDULED AUTOS</div><div>NON-OWNED AUTOS</div></div>			<div>BA8N256296</div> <div>Comp/Coll Ded: \$1,000</div>	12/1/2019	12/1/2020	<div>COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000</div> <div>BODILY INJURY (Per person) \$</div> <div>BODILY INJURY (Per accident) \$</div> <div>PROPERTY DAMAGE (Per accident) \$</div> <div></div>
A	<div>UMBRELLA LIAB</div> <div>EXCESS LIAB</div> <div>DED</div> <div>RETENTION \$ 10,000</div>	<input checked="" type="checkbox"/> OCCUR		RUS00256-00	12/1/2019	12/1/2020	<div>EACH OCCURRENCE \$ 5,000,000</div> <div>AGGREGATE \$ 5,000,000</div> <div></div>
C	<div>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</div> <div>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)</div> <div>If yes, describe under DESCRIPTION OF OPERATIONS below</div>	Y/N	N/A	<div>0196-47662</div> <div>0196-47662</div>	<div>1/1/2019</div> <div>01/1/2020</div>	<div>1/1/2020</div> <div>1/1/2021</div>	<div><input checked="" type="checkbox"/> PER STATUTE</div> <div>OTH-ER</div> <div>E.L. EACH ACCIDENT \$ 1,000,000</div> <div>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000</div> <div>E.L. DISEASE - POLICY LIMIT \$ 1,000,000</div>
D	Installation Floater			6079866836	12/1/2019	12/1/2020	Limit: \$250,000 Ded. \$2,500
E	Excess Umbrella			PUB7002009	12/1/2019	12/01/2020	\$3Mil Over \$5Mil Retention: \$0

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)




Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its officers, employees and agents, c/o Facilities Development & Operations Department are included as additional insured for general liability as required by written contract.

CERTIFICATE HOLDER	CANCELLATION
eespina@pbcgov.org	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Palm Beach County c/o Capital Improvements Division 2633 Vista Parkway West Palm Beach, FL 33411-5603	AUTHORIZED REPRESENTATIVE
	Dirk DeJong/TP

PRE-BID Mandatory
PM: Ben Carroll
ANNUAL: Roofing
API: Price Preference

BID SUMMARY

Project Name:	PBSO, District 3 - Roof Replacement							
Project Number:	17359-R1							
Bid Opening Date:	02/27/20							
CONTRACTOR	HI-TECH ROOFING & SHEETMETAL, INC.	ROOFING CONCEPTS UNLIMITED/FLORIDA, INC.	NYC CONSTRUCTION GROUP					
Local Bidder	Local	Local	Local					
Prime S/M/WBE	SBE	Non-SBE	Non-SBE					
BID	\$424,330.00	\$631,600.00	Bid Received No Prequal					
BID BOND	Yes	Yes						
ADDENDUMs 1 - ACKNOWLEDGED								
ADDENDUMs 2 ACKNOWLEDGED								
ADDENDUMs 3 ACKNOWLEDGED								
ADDENDUMs 4 ACKNOWLEDGED								
SBE SCHEDULE 1 <small>(Shall list the S/M/WBE Prime and the names of all subcontractors regardless of S/M/WBE.)</small>	Satisfactory	Satisfactory						
SBE PARTICIPATION	95.62%	0.00%						
SBE SCHEDULE 2 <small>(A separate Schedule 2 must be included for each subcontractor, signed by subcontractor and Prime Contractor.)</small>	Satisfactory	Satisfactory - No Subcontractor(s) listed on Schedule 1						

Bid Documents opened by: 
Bids Documents recorded by:  

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

PALM BEACH COUNTY
FACILITIES DEVELOPMENT & OPERATIONS DEPARTMENT
COMPETITIVE QUOTATION COMPARISON

Project Name: PBSO, District 3 - Roof Replacement

Project Number: 17359-R1

SOLICITATION DATE: Wednesday, January 29, 2020

QUOTATION RECEIPT DATE: Thursday, February 27, 2020

	Vendor	Dollar Quotation	Comments (SBE)
1	HI-TECH ROOFING & SHEETMETAL, INC.	\$424,330.00	95.62%
2	ROOFING CONCEPTS UNLIMITED/FLORIDA, INC.	\$631,600.00	0.00%
3	NYC CONSTRUCTION GROUP	Bid Received -No Prequal	0.00%

Bid opened by: P. Pencaete 2/27/20
SIGNATURE DATE

Bid recorded by: [Signature] 2/27/20
SIGNATURE DATE

COMMENTS:

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. [Signature]

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

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

Date

Approved

Date

3.5.20

Procurement Project Implementation Group

Attachment # 6