

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

Meeting Date: June 15, 2021☒ **Consent**☐ **Regular**☐ **Workshop**☐ **Public Hearing****Department: Facilities Development & Operations****I. EXECUTIVE BRIEF**

Motion and Title: Staff recommends motion to approve: Work Order No. 21-024 to the annual roofing contract with Grace Roofing & Sheet Metal Enterprise LLC, DBA Grace Roofing & Sheet Metal Enterprise (R2021-0330) in the amount of \$241,500 for the Water Utilities Department Digester Buildings 1 & 2 – Roof Replacement project for a period of 60 days from permit issuance or until the project is complete.

Summary: The work consists of furnishing the labor, equipment, and materials needed to remove the existing roofing material down to the existing concrete structure for building 1, down to the existing lightweight insulation concrete for building 2, and the installation of new roofing on both buildings. The roofing systems are more than 25 years old, and have outlived their service life. 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. This work order was solicited pursuant to the annual roofing contract and the requirements of the Equal Business Opportunity (EBO) Ordinance. The annual contract was last presented to the Goal Setting Committee on July 15, 2020 and the Committee established Affirmative Procurement Initiatives (API) of sheltered market for projects under \$100,000 or a Small Business Enterprise (SBE) contractor will be given a price preference if its bid is within 10% of the lowest non-SBE bid for projects over \$100,000. Since this project was over \$100,000, the SBE price preference API was applied. The Contractor is not a certified SBE. There is no SBE participation on this work order. The overall SBE participation on the annual roofing contract is 0.99%. The Contractor is not a local business. Funding for this project is from the Water Utilities Department Operation and Maintenance fund. **(Capital Improvements Division) District 5 (LDC)**

Background and Justification: This project was openly, competitively advertised and procured. Bids for this project were opened on January 7, 2021. The lowest bidder, Roofing Concepts Unlimited/Florida, Inc. was deemed non-responsive due to noncompliant bid documents (i.e. EBO Schedule 1). Therefore, award is recommended to Grace Roofing & Sheet Metal Enterprise LLC, DBA Grace Roofing & Sheet Metal Enterprise.

Attachments:

1. Location Map
2. Budget Availability Statement
3. Work Order No. 21-024
4. Bid Summary
5. Quotation Comparison
6. Annual Contract Roofing # 2020-041631 Control Sheet

Recommended by:


Department Director



Date
Approved by:


County Administrator



Date

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	\$272,895				
Operating Costs					
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$272,895	-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 4001 Dept 720 Unit 2410 Object 4615

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

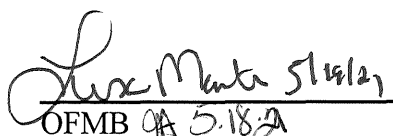
Funding for this project will be from the Water Utilities Department Operation and Maintenance fund.

CONSTRUCTION	\$241,500.00
STAFF COSTS	\$ 7,245.00
CONTINGENCY	\$ 24,150.00
TOTAL	\$272,895.00


C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

 5/18/21
OFMB 5/18/21
Contract Development and Control
5/24/21 TC

B. Legal Sufficiency:


Assistant County Attorney

C. Other Department Review:

Department Director

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

LOCATION MAP

Project No: 2020-039100

Project Name: Water Utilities Department, Digester Buildings 1 & 2 – Roof Replacement

Location: 12751 Hagen Ranch Road, Boynton Beach FL



BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 3/11/21 REQUESTED BY: Tom McNamara PHONE: 233-2057

PROJECT TITLE: WUD Digester Bldgs 1 & 2 – roof replacement
(Same as CIP or IST, if applicable)

IST PLANNING NO.:

ORIGINAL CONTRACT AMOUNT: \$

BCC RESOLUTION#:

REQUESTED AMOUNT: \$241,500.00

DATE:

eFDO #: 2020-039100; 2020-039153

CSA or CHANGE ORDER NUMBER:

LOCATION: 12751 Hagen Ranch Rd., Boynton Beach

BUILDING NUMBER: 1147, 920

DESCRIPTION OF WORK/SERVICE LOCATION: WUD Digester Bldgs 1 & 2

PROJECT/W.O. NUMBER: 2020-039100

CONSULTANT/CONTRACTOR: Grace Roofing & Sheet Metal Enterprise LLC

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

Furnish all labor, material, supervision, permits and supplies necessary and reasonably incidental to remove all existing roofing materials and install new roofs per Attachment C provided by Capital Improvements Division.

CONSTRUCTION	\$241,500.00
PROFESSIONAL SERVICES	\$ NA
STAFF COSTS*	\$ 7,245.00
EQUIP. / SUPPLIES	\$ NA
CONTINGENCY	\$ 24,150.00
TOTAL	\$272,895.00

** 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: 4001 DEPT: 720 UNIT: 2410 OBJ: 4615

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: Water for Amount \$ 272,895.00)

Department: water utilities

BAS APPROVED BY: [Signature]

DATE: 3/18/2021
5/4/2021

ENCUMBRANCE NUMBER: _____

Project Name: WUD Digester Bldgs 1 & 2 – roof replacement
Project No. 2020-039100

**WORK ORDER 21-024 TO CONTRACT FOR
ANNUAL ROOFING
FOR
PROJECT NAME: WATER UTILITIES DEPARTMENT (WUD), DIGESTER
BUILDINGS 1 & 2 – ROOF REPLACEMENT
PROJECT NO. 2020-039100**

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 Grace Roofing & Sheet Metal Enterprise LLC, DBA Grace Roofing & Sheet Metal Enterprise, a Florida Limited Liability Company, hereinafter referred to as “Contractor”.

WHEREAS, the Owner and Contractor acknowledge and agree that the Contract between Owner and Contractor dated March 9, 2021 (R2021-0330) (“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 **\$241,500.00** for the construction costs of removing all existing roofing materials down to structural concrete on Building 1 and down to existing LWIC on Building 2, and install new roofs 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 **60** 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 0% SBE subcontracting participation on this Contract. Contractor will provide 0% 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. Annual Contract Modifications and Additions. The following provisions of the Annual Contract are modified as follows:

Section 5.2 of the “Instructions to Bidders” of the Contract is modified to include the following new section:

5.2.5 Failure to Provide the Required Documents after Notification of Award. If after Notification of award from the County, the successful Bidder does not provide within 14 Days of Notification the signed Work Order, the Public Construction Bond and Guarantee (when required), and the required certificates of insurance, the County may: 1. Call in the bid security when provided; 2. Cancel the notification of recommended award and award the project to the next responsive, responsible low bidder; 3. Terminate this Annual Contract for cause; 4. Suspend or debar the Bidder from bidding on future projects for a period of two (2) years, in accordance with the Palm Beach County Purchasing Ordinance; and/or 5. Pursue any and all remedies available against the Bidder for damages resulting from its failure to enter into a Work Order and provide all required documents within 14 Days after notification.

The Insurance Coverage & Limit Table of General Condition 31.15 to the Contract is amended and modified as follows:

<i>Worker’s Compensation and Employer’s Liability</i>	
<i>Coverage not less than</i>	<i>statutory</i>
<i>Employer’s Liability Limits</i>	<i>\$500,000/\$500,000/\$500,000</i>

The following General Condition is added to the General Conditions:

GC 83 E-VERIFY - EMPLOYMENT ELIGIBILITY

83.1 Contractor warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and beginning January 1, 2021, uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of the Contractor’s subcontractors performing any duties and obligations under this Contract are registered with the E-Verify System and beginning January 1, 2021, use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

83.2 Contractor shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. Contractor shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.

83.3 *Owner shall terminate this Contract if it has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes as may be amended.*

83.3.1 *If Owner has a good faith belief that Contractor’s subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, Owner shall notify Contractor to terminate its contract with the subcontractor and Contractor shall immediately terminate its contract with the subcontractor.*

83.4 *If Owner terminates this Contract pursuant to the above, Contractor shall be barred from being awarded a future contract by Owner for a period of one (1) year from the date on which this Contract was terminated. In the event of such contract termination, Contractor shall also be liable for any additional costs incurred by Owner as a result of the termination.*

8. Except as 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.

Project Name: WUD Digester Bldgs 1 & 2 – roof replacement
Project No. 2020-039100
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:
JOSEPH ABRUZZO, CLERK &
COMPTROLLER

PALM BEACH COUNTY, a political
subdivision of the State of Florida, BOARD
OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Dave Kerner, Mayor

APPROVED AS TO
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
County Attorney

By: _____
Director - FD&O

WITNESS: FOR CONTRACTOR
SIGNATURE

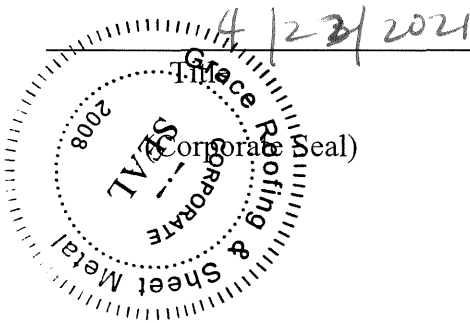
CONTRACTOR:

Signature

Signature

Name (type or print)

Name (type or print)



BID FORM

PROJECT NUMBER: 2020-039100

PROJECT NAME: WUD Digester Bldgs 1 & 2 - 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 \$ \$241,500.00

Written amount Two hundred and Forty One Thousand and Five hundred 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 No X

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: Grace Roofing & Sheet Metal Enterprise

Contractor Name

1/7/2021

Date



Signature

Deborah Roache, Member

Print Name and 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: WUD Digester Bldgs 1 & 2 - Roof Replacement

NAME OF PRIME RESPONDENT/BIDDER: Grace Roofing & Sheet Metal Enterprise

CONTACT PERSON: Deborah Roache

SOLICITATION OPENING/SUBMITTAL DATE: 1/7/2021

SOLICITATION/PROJECT/BID No.: 2020-039100

ADDRESS: 766 Riverside Dr, Coral Springs, FL 33071

PHONE NO.: 954-733-7332 E-MAIL: executive@gracerroofing.net

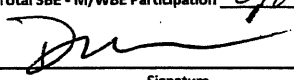
DEPARTMENT: Estimating

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 Minority/Women Business	SBE Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
1. Grace Roofing & Sheet Metal Enterprise	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	100%	_____	_____
2.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
3.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
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	_____	100%	_____	_____

Total Bid Price \$ 241,500.00

Total SBE - M/WBE Participation 0%

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

Member _____

Signature _____ 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: 2020-039100
SOLICITATION/PROJECT NAME: WUD Digester Bldgs 1 & 2 - Roof Replacement

Prime Contractor: Grace Roofing & Sheet Metal Enterprise Subcontractor: N/A

(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
	Roof Replacement				\$241,500

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.

Name of 2nd/3rd tier Subcontractor/subconsultant Price or Percentage:

Grace Roofing & Sheet Metal Enterprise
Print Name of Prime
By: 
Authorized Signature
Deborah Roache
Print Name
Member
Title
Date: 1/7/2021

Print Name of Subcontractor/subconsultant
By:
Authorized Signature

Print Name

Title

Date:

ATTACHMENT "A"
**(for Asphalt, Demolition, Electrical, Flooring, HVAC, Painting and Weatherproofing,
Roofing)**

**AFFIRMATIVE PROCUREMENT INITIATIVES (APIs) FOR CONSTRUCTION
PROCUREMENT**

The API(s) approved for this project are selected below by ☒. Fillable pdfs of all EBO forms can be found on the OEBO website at <http://discover.pbcbgov.org/oebo/Pages/Compliance-Programs.aspx>. Also, see the EBO Ordinance and Countywide PPM CW-O-043 for further information on APIs.

__X__ 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.

__X__ 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.

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

PROJECT NUMBER: 2020-039100

PROJECT NAME: WUD Digester Bldgs 1 & 2 - Roof Replacement

DATE: January 7, 2021

BID BOND

STATE OF FLORIDA

COUNTY OF PALM BEACH

KNOW ALL MEN BY THESE PRESENTS: That we, Grace Roofing & Sheet Metal
(hereinafter called "Principal"), and United States Fire Insurance 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 Five Percent of Amount Bid (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: **WUD Digester Bldgs 1 & 2 - Roof Replacement, Project Number 2020-039100**, 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".

Bid Bond Must Contain Original Signatures. No Copies Will Be Accepted.

PROJECT NUMBER: 2020-039100

PROJECT NAME: WUD Digester Bldgs 1 & 2 - Roof Replacement

DATE: January 7, 2021

IN WITNESS WHEREOF, the said Grace Roofing & Sheet Metal
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 United States Fire Insurance 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 7th day of January, A.D., 20 21.

ATTEST:

(SEAL)

K Silver

Grace Roofing & Sheet Metal

(Contractor Name)

Korene Silvera

Print Name

By: DM
(Signature)

TITLE: Notary

Print Name and Title: Deborah Roache
member

ATTEST:

(SEAL)

*****See Power of Attorney Attached*****

United States Fire Insurance Company

(Surety Name)

*****See Power of Attorney Attached*****

Print Name

By: LH
(Signature)

TITLE: ***See Power of Attorney Attached***

Print Name and Title: Layne Holmes, Attorney-In-Fact

Bid Bond Must Contain Original Signatures. No Copies Will Be Accepted.

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

24178429921

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Michael A. Holmes, James Murphy, Layne Holmes

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars (\$7,500,000).**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2022.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 22nd day of August 2019.

UNITED STATES FIRE INSURANCE COMPANY



A.R.S.

Anthony R. Slimowicz, President

State of Pennsylvania }
County of Philadelphia }

On this 22nd day of August 2019, before me, a Notary public of the State of Pennsylvania, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

Commonwealth of Pennsylvania – Notary Seal
Tamara Watkins, Notary Public
Philadelphia County
My commission expires August 22, 2023
Commission number 1348843

Tamara Watkins

Tamara Watkins (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 7 day of January 2021

UNITED STATES FIRE INSURANCE COMPANY



Al Wright

Al Wright, Senior Vice President

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

Contact: Tom McNamara, Capital Improvements Division
Phone: (561) 233-2057
Project Title: WUD SRWRF Digester Buildings 1 & 2 - Roof Replacements
Project #: 2020-039100
Project Location: 12751 Hagen Ranch Road, Boynton Beach, FL

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 5:00 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 sixty (60) 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

- a. Remove all existing roofing materials down to structural concrete on Building 1 and down to existing LWIC on Building 2, and install new roofs per Exhibit "1".
- b. On Building 1, glue Energy 3 ISO with Two-Part UIA, glue 1/2" SecuRock with Two-Part UIA, Mop DynaLastic 180 S, Mop DynaLastic 180 FR, or PBC approved equal.

- c. On Building 2, fasten PermaPly 28 with 1.7 LWIC BSF, mop DynaLastic 180 S, mop DynaLastic 180 FR, or PBC approved equal.
- d. Install stainless steel counter flashings along parapets and replace existing expansion joints with stainless steel coping cap.
- e. Install PermaFlash, or PBC approved equal, on all penetrations and non-standard details.
- f. The Contractor is responsible for disconnecting and re-connecting all electrical and drains lines required to complete the roof replacement in accordance with local and state building codes.
- g. The Contractor is responsible for having the lightning protection system removed and re-installed with new by certified licensed lightning protection Contractor in the State of Florida at completion of this project. The Contractor shall provide a re-certification letter of the system.

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.

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

In addition to Palm Beach County Criminal History Records Check, the Contractor shall be required to comply with the Water Utilities Department ID Badging Requirements (there is no additional cost to the Contractor, for this badge, unless it is lost or stolen).