

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

Meeting Date: April 5, 2022

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

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

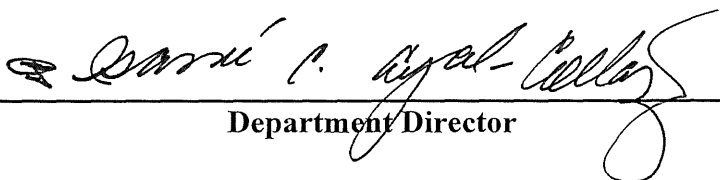
Motion and Title: Staff recommends motion to approve: Work Order No. 22-003 to the annual painting and weatherproofing contract with WGM Quality Painting, Inc. (Contractor) (R2018-0396) for the Fleet and Roads & Bridges – Weatherproofing project in the amount of \$561,530.25 for a period of 90 calendar days from notice to proceed.

Summary: On April 10, 2018, the Board of County Commissioners (Board) approved the annual contract with the Contractor for painting and weatherproofing services on an as needed basis. Work Order No. 22-003 authorizes the Contractor to furnish and provide all labor, equipment, devices, tools, materials, and all miscellaneous requirements to pressure clean, seal and paint the exterior of the fleet building and the roads and bridges building. 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. The Contractor will have 90 calendar days from notice to proceed to substantially complete the project. Liquidated damages for failure to achieve certification of substantial completion within the contract time or approved time extension thereof are \$80 per day. On January 2, 2019, the Goal Setting Committee applied the following Affirmative Procurement Initiatives (API) for this annual contract: 1) Sheltered market for projects less than \$100,000, when three or more Small Business Enterprises (SBE) are qualified; or 2) 10% SBE Price Preference for projects \$100,000 or greater. Since this project is over \$100,000, the applicable API is the latter. The Contractor is an SBE and committed to 100% SBE participation on this work order. To date, the overall SBE participation on the annual painting and weatherproofing contract is 70.11%. The Contractor is a local business. Funding for this project is from the Public Building Improvement fund. **(Capital Improvements Division) District 7 (MWJ)**

Background and Justification: This project was openly, competitively advertised and procured. Bids for this project were opened on December 02, 2021 and Advanced Painting Contractors, Inc. submitted the lowest responsive and responsible bid of the three bids received. In accordance with the Equal Business Opportunity Ordinance, the Goal Setting Committee applied an API requiring that work be awarded to a certified SBE contractor, if its bid is within 10% of the lowest non-small business bid. Since WGM Quality Painting, Inc. submitted a bid that was within 10% of the lowest non-small business bid, WGM Quality Painting, Inc. is recommended for the award of this project.

Attachments:

1. Location Map
2. Budget Availability Statement
3. Work Order No. 22-003
4. Bid Summary
5. Quotation Comparison
6. Annual Contract – Painting #18340: Control Sheet

Recommended by:  3/11/2022
Department Director Date

Approved by:  3/31/22
County Administrator Date

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures	\$617,684	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	\$617,684	-0-	-0-	-0-	-0-
# ADDITIONAL FTE	_____	_____	_____	_____	_____
POSITIONS (Cumulative)	_____	_____	_____	_____	_____
Is Item Included in Current Budget:	Yes	<u>X</u>	No	_____	_____
Does this item include use of federal funds?	Yes	_____	No	<u>X</u>	_____

Budget Account No: Fund 3804 Dept 411 Unit B699-0013 Object 4907

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

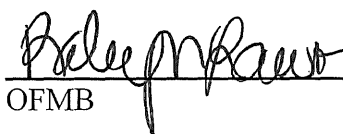
Funding for this project is from the Public Building Improvement fund.

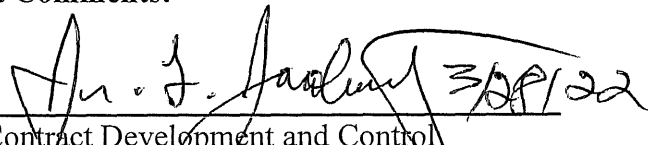
Construction \$561,530.25
Contingency \$ 56,153.02
\$617,683.27

C. Departmental Fiscal Review: 

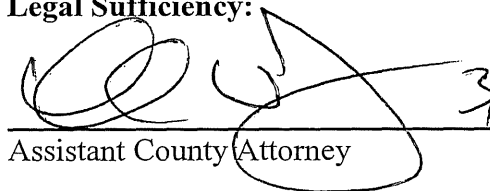
III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

 3/16/22
OFMB UM 3/15

 3/22/22
Contract Development and Control 3-23-22 TW

B. Legal Sufficiency:

 3/28/22
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: 2021-005051

Project Name: Fleet and Roads & Bridges – Weatherproofing project

Location: 2601 Vista Pkwy West Palm Beach FL (Fleet Building) 
2555 Vista Parkway, West Palm Beach FL (Roads and Bridge Building) 



BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 12/23/21

REQUESTED BY: Clark Woods

PHONE: 233-2054

PROJECT TITLE: Fleet and Roads & Bridges - weatherproofing
(Same as CIP or IST, if applicable)

IST PLANNING NO.:

ORIGINAL CONTRACT AMOUNT: \$

BCC RESOLUTION#:

REQUESTED AMOUNT: \$561,530.25

DATE:

eFDO #: 2021-005051; 2021-005050

SSK - 12.23.21

CSA or CHANGE ORDER NUMBER:

770 12/22

LOCATION: 2601 Vista Parkway and 2555 Vista Parkway,

BUILDING NUMBER: 1449; 1793

DESCRIPTION OF WORK/SERVICE LOCATION: Fleet and Roads & Bridges bldg

PROJECT/W.O. NUMBER: 2021-005051

CONSULTANT/CONTRACTOR: WGM Quality Painting, Inc. (paint & weatherproofing)

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 pressure clean all exterior finish surfaces.

CONSTRUCTION	\$561,530.25
PROFESSIONAL SERVICES	\$ NA
STAFF COSTS*	\$ 28,076.00
EQUIP. / SUPPLIES	\$ NA
CONTINGENCY	\$ 56,153.02
TOTAL	\$645,759.27

* 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: 3304

DEPT: 411

UNIT: 8099-13

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: FD&O

BAS APPROVED BY: [Signature]

DATE: 12/23/2021

ENCUMBRANCE NUMBER: _____

Project Name: Fleet and Road & Bridges - weatherproofing
Project No. 2021-005051

**WORK ORDER 22-003 TO
ANNUAL CONTRACT R2018-0396
FOR PAINTING & WEATHERPROOFING
FLEET AND ROAD & BRIDGES - WEATHERPROOFING
PROJECT NO. 2021-005051**

THIS WORK ORDER is made as of _____ by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as “Owner”, and WGM Quality Painting, Inc., a corporation, authorized to do business in the State of Florida, whose Federal ID# is 47-0946118 hereinafter referred to as “Contractor”.

WHEREAS, the Owner and Contractor acknowledge and agree that the Contract between Owner and Contractor dated 4/10/18 (R2018-0396) (“Contract”) is in full force and effect and that this Work Order incorporates all the terms and conditions of the Contract and the IFB/Q for this project, 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 painting & weatherproofing between Owner and Contractor, the Contractor was the lowest, responsive, responsible Bidder in the amount of **\$561,530.25** for the construction costs of pressure cleaning, preparing, repairing and painting all exterior finish surfaces 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 Notice to Proceed. 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 100% SBE subcontracting participation on this Contract. Contractor will provide 100% 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

Project Name: Fleet and Road & Bridges - weatherproofing
Project No. 2021-005051

Bid Bond/Security
Addendum 1
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

Project Name: Fleet and Road & Bridges - weatherproofing
Project No. 2021-005051

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: Fleet and Road & Bridges - weatherproofing
Project No. 2021-005051
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

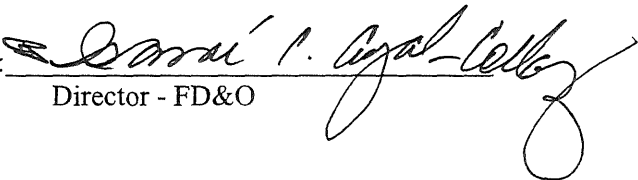
By: _____
Deputy Clerk

By: _____
Robert S. Weinroth, Mayor

APPROVED AS TO
LEGAL SUFFICIENCY


APPROVED AS TO TERMS
AND CONDITIONS

By: _____
County Attorney

By:  _____
Director - FD&O

Project Name: Fleet and Road & Bridges - weatherproofing
Project No. 2021-005051

WITNESS: FOR CONTRACTOR
SIGNATURE

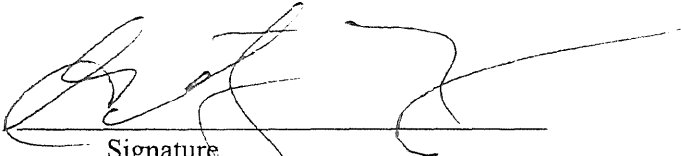


Signature

maxine mikes

Name (type or print)

CONTRACTOR:



Signature

GRETZA MOYA

Name (type or print)

President

Title

(Corporate Seal)

PROJECT NUMBER: 2021-005051

PROJECT NAME: Fleet and Roads & Bridges - Weatherproofing

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).
- d) Signed Addenda, if any issued

THE FOLLOWING MUST BE COMPLETED AND SIGNED BY CONTRACTOR

1. BASE QUOTE/BID AMOUNT \$ 270,452.25
(Fleet Bldg)

Written amount Two Hundred Seventy Thousand Four Hundred Fifty-two and 25/100

2. ALTERNATE QUOTE/BID AMOUNT \$ 32,960.00
(Fleet – Metal Overhand and Handrails)

Written amount Thirty-two thousand Nine Hundred Sixty and 00/100

3. BASE QUOTE/BID AMOUNT \$ 63,551.00
(Road & Bridges Bldg)

Written amount Sixty-three Thousand Five Hundred Fifty-one and 00/100

4. ALTERNATE QUOTE/BID AMOUNT \$ 14,317.00
(Road & Bridges – Metal Overhand and Handrails)

Written amount Fourteen Thousand Three Hundred Seventeen and 00/100

5. ALTERNATE QUOTE/BID AMOUNT \$ 180,250.00
(Bldg #2549 –Prep, pressure wash & paint)

Written amount One Hundred Eighty Thousand Two Hundred Fifty and 00/100

6. TOTAL QUOTE/BID AMOUNT \$ 561,530.25

Written amount Five Hundred Sixty-one Thousand Five Hundred Thirty and 25/100

7. 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.

8. Is the Bidder a Palm Beach County certified S/M/WBE? Yes ☒ No ☐

9. 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.

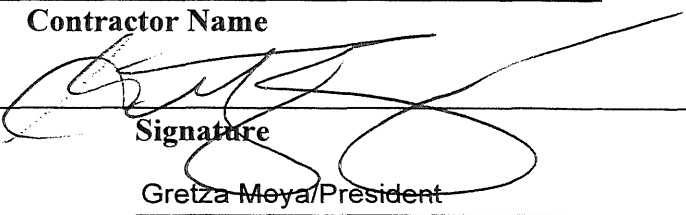
10. The Bidder shall be bound by the terms of its Bid for a period of one hundred twenty (120) calendar Days from the date of the bid opening and may not withdraw its Bid within that time period. If the County issues a Notification from Owner within the above 120-Day period, then the Bidder will be bound by the Bid as submitted. If the County fails to issue a Notification from Owner to the successful Bidder within the above identified 120-Day period, the successful bidder will not be required to honor its bid unless otherwise agreed to by both parties. County anticipates, but does not guarantee, the award of a Work Order and written notice to proceed within ninety (90) calendar Days of Notification from Owner, absent the filing of a timely bid protest.

11. It is agreed that the undersigned has received all addenda complete as issued by the County and that related costs are included in the bid submitted. The undersigned acknowledges receipt of said addenda as follows:

Addendum # 1 dated 11/17/2021 Addendum# _____ dated _____
Addendum # _____ dated _____ Addendum# _____ dated _____

The undersigned has included the signed addenda, if issued, in its bid package.

12. The undersigned does hereby declare that the Bid covers all expenses of every kind incidental to the completion of said Work in accordance with the Contract Documents, including all claims that may arise through damages or other causes whatsoever. The undersigned does hereby declare that it shall make no claim on account of any variation from any estimate in the quantities of Work to be done, nor on account of any misunderstanding or misconception of the nature of the Work to be done or the grounds, subsurface conditions, or place where the Work is to be done.

QUOTE/BID PROVIDED BY: WGM Quality Painting Inc
Contractor Name
11/29/2021
Date 
Signature
Gretza Moya/President
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: Fleet and Roads & Bridges - Weatherproofing
NAME OF PRIME RESPONDENT/BIDDER: WGM Quality Painting Inc
CONTACT PERSON: Gretza Moya
SOLICITATION OPENING/SUBMITTAL DATE: 12/2/21

SOLICITATION/PROJECT/BID No.: 2021-005051
ADDRESS: 536 Tall Pines Rd, Haverhill FL 33415
PHONE NO.: 561-889-1286 E-MAIL: wgmqualitypaint@aol.com
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.

		(Check all Applicable Categories)			DOLLAR AMOUNT OR PERCENTAGE OF WORK				
		Non-SBE	M/WBE	SBE					
Name, Address and Phone Number			Minority/Women Business	Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
Prime:									
1.	WGM Quality Painting Inc 536 Tall Pines Rd, Haverhill, FL 33415 561-889-1286	<input type="checkbox"/>	<input checked="" type="checkbox"/> ✓	<input checked="" type="checkbox"/> ✓	_____	100%	100%	_____	_____
2.	Subcontractor(s) if any:	<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 Bid Price \$561,530.25

Total SBE - M/WBE Participation100%

I hereby certify that the above information is accurate to the best of my knowledge: [Signature] President

Note:

- 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.
- 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.
- 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: 2021-005051
SOLICITATION/PROJECT NAME: Fleet and Roads & Bridges - Weatherproofing

Prime Contractor: WGM Quality Painting Inc 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): 11/22/2021

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

Column 1	Column 2	Column 3
<input type="checkbox"/> Male <input checked="" type="checkbox"/> Female	<input type="checkbox"/> African-American/Black <input type="checkbox"/> Asian American <input type="checkbox"/> Caucasian American <input checked="" type="checkbox"/> Hispanic American <input type="checkbox"/> Native American	<input type="checkbox"/> 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	Fleet and Roads & Bridges Weatherproofing	561,530.25	1		100%

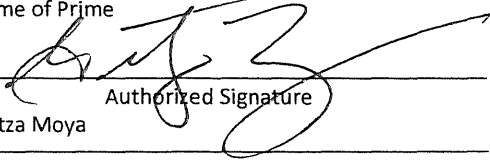
The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: 561,530.25

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.

N/A

Price or Percentage: N/A

Name of 2nd/3rd tier Subcontractor/subconsultant

WGM Quality Painting Inc
Print Name of Prime
By: 
Gretza Moya
Print Name
President
Title
Date: 11/29/2021

N/A
Print Name of Subcontractor/subconsultant
By:
Authorized Signature
N/A
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.pbcgov.org/oebo/Pages/Compliance-Programs.aspx>. Also, see the EBO Ordinance and Countywide PPM CW-O-043 for further information on APIs.

☒ **SBE Sheltered Market for Small Construction Contracts**

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

☒ **SBE 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: 2021-005051

PROJECT NAME: Fleet and Roads & Bridges - Weatherproofing

DATE: 12/01/2021

BID BOND

STATE OF FLORIDA

COUNTY OF PALM BEACH

KNOW ALL MEN BY THESE PRESENTS: That we, WGM Quality Painting, Inc.
(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
Dollars, (\$ 5% of Amount Bid), (**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: **Fleet and Roads & Bridges - Weatherproofing, Project Number 2021-005051**, 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: 2021-005051
PROJECT NAME: Fleet and Roads & Bridges - Weatherproofing
DATE: 12/01/2021

IN WITNESS WHEREOF, the said WGM Quality Painting, 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 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 01st day of December, A.D., 20 21.

ATTEST: (SEAL)

Maxine Matjes
Print Name

TITLE: Contractor

WGM Quality Painting, Inc.
(Contractor Name)
By: [Signature]
(Signature)
Print Name and Title: Gretha Moya, President

ATTEST: (SEAL)

As Per Attached Power of Attorney

Print Name

TITLE: _____

United States Fire Insurance Company
(Surety Name)
By: [Signature]
(Signature)
Print Name and Title: Jonathan A. Bursevich, 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

00952429521

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:

David T. Satine, Jonathan A. Bursevich

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 1st day of December 2021

UNITED STATES FIRE INSURANCE COMPANY

Al Wright

Al Wright, Senior Vice President



**BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
FACILITIES DEVELOPMENT AND OPERATIONS DEPARTMENT**

PROJECT NAME: Fleet and Roads & Bridges - Weatherproofing

PROJECT NUMBER: 2021-005051

ADDENDUM NUMBER: ONE

DATE OF ISSUANCE: November 17, 2021

TO: Prospective Bidders

This addendum forms a part of the contract documents, modifies the original bid documents and shall be as binding as if contained therein.

This Addendum consists of two (2) pages and four (4) attachments.

CHANGE TO BID FORM

1. Delete Bid form and replace with attached revised Bid form.

CHANGE TO IFQ/B ATTACHMENT C

1. 1. **GENERAL**, delete item "e" and insert as follows:
 - e. Work to be completed within ninety (90) days from Notice to Proceed. If any alternate work is awarded, Contractor will be provided an additional thirty (30) days per alternate. Permit application, if required, is to be submitted by Contractor within five (5) days of Notice to Proceed and due diligence exercised to address all Building Department comments.
2. 2. **SCOPE OF WORK**, delete item "c, 5." in its entirety and replace with the following:
 5. Exterior (exposed to weather) ceilings
3. 2. **SCOPE OF WORK**, delete item "e" in its entirety and replace with the following:
 - e. Expansion joints that are cracked must be completely removed, joint properly cleaned, appropriate backer rod installed, and caulked using sealant above. If joints are greater than 1" then Loxon H1 Hybrid Sealant must be used or PBC approved equal.

4. **2. SCOPE OF WORK**, delete item "g,2" in its entirety and replace with the following:

- 2. Paint fire sprinkler pipes in exposed (exterior) ceiling areas. Building entrance to match porte-cochere color (green), exposed (exterior) ceiling area canopy's to be painted red. Contractor responsible to protect fire sprinkler heads during painting process.

5. **2. SCOPE OF WORK**, insert item "q" and "r" as follows:

- q. Contractor to provide alternate bid to sandblast and/or wire brush the interior roof steel girders and columns to remove all rust, pressure clean and paint Building #2549 as per Exhibits "2" and "3".
- r. Contractor to provide environmental containment when pressure washing all gazebos to avoid contamination into water detention area.

6. **12. SECURITY**, delete in its entirety and replace with the following:

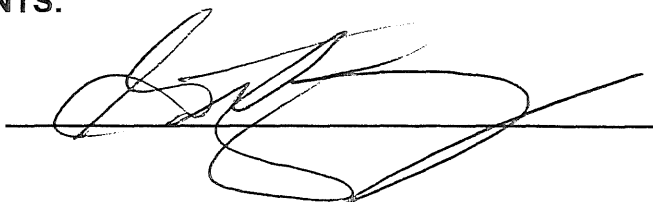
All bidders must have badged employees as identified below prior to commencement of work.

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

7. Delete Exhibit "1" in its entirety and replace with the attached Exhibit "1R".

IT IS REQUIRED THAT THIS ADDENDUM NO. ONE (1), AND ANY PREVIOUSLY ISSUED ADDENDUM(S), BE SIGNED IN THE ACKNOWLEDGMENT OF RECEIPT BELOW, AND ATTACHED TO THE BID FORMS AND BECOMES PART OF BID FORMS AND CONTRACT DOCUMENTS.

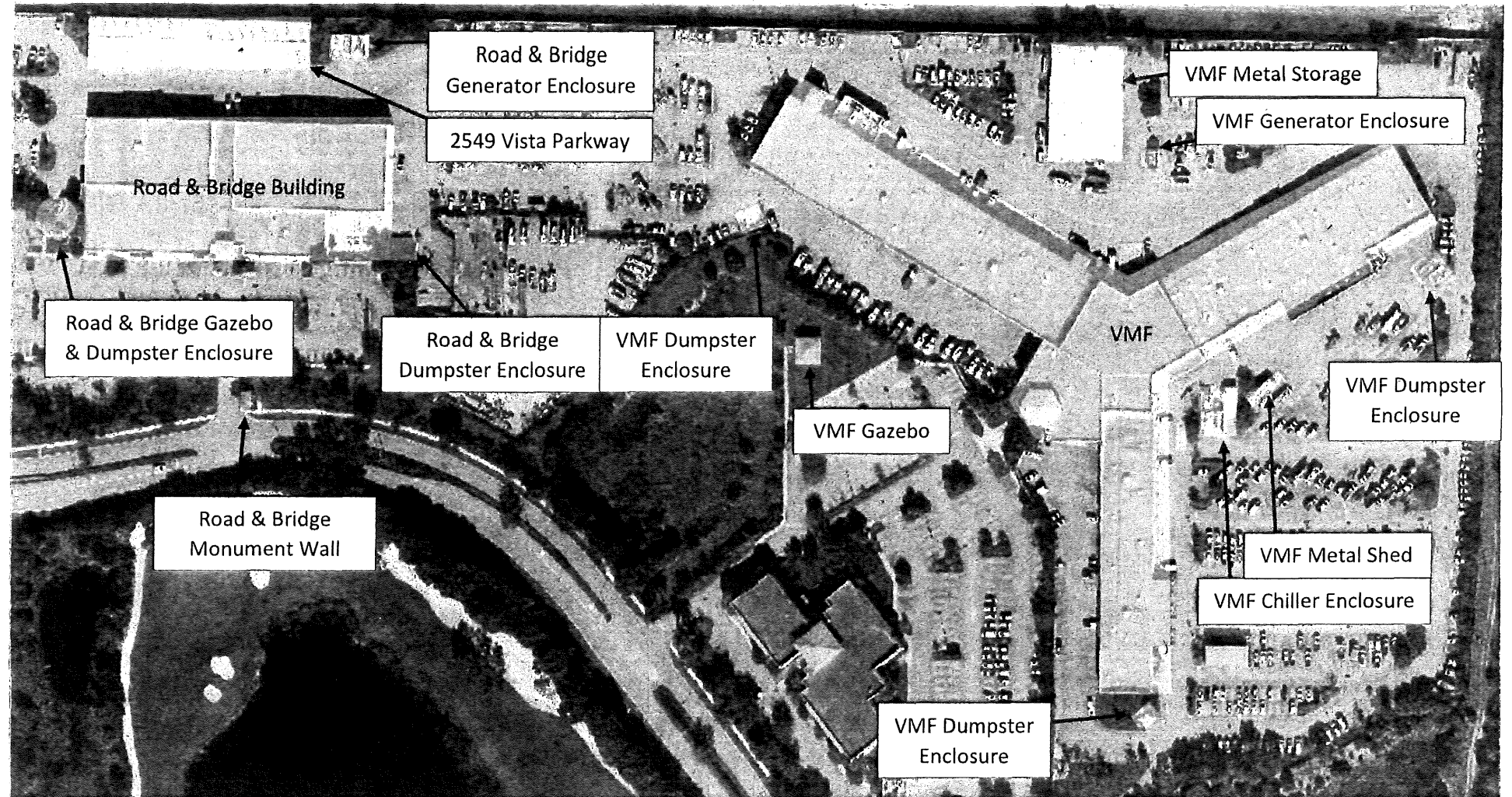
ACKNOWLEDGMENT OF RECEIPT:

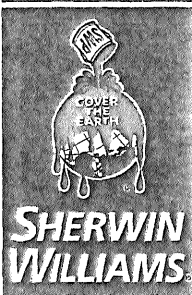
A handwritten signature in black ink, appearing to be "B. J. [unclear]", is written over a horizontal line.

END OF ADDENDUM

ADD1-2

EXHIBIT "1R"





Protective & Marine Coatings

ACROLON™ 218 HS ACRYLIC POLYURETHANE

PART A	B65-600	GLOSS SERIES
PART A	B65-650	SEMI-GLOSS SERIES
PART B	B65V600	HARDENER

Revised: July 22, 2021

PRODUCT INFORMATION

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PRODUCT DESCRIPTION

ACROLON 218 HS is a polyester modified, aliphatic, acrylic polyurethane formulated specifically for in-shop applications. Also suitable for industrial applications. A fast drying, urethane that provides color and gloss retention for exterior exposure.

- Can be used directly over organic zinc rich primers (epoxy zinc primer and moisture cure urethane zinc primer)
- Color and gloss retention for exterior exposure
- Fast dry
- Outstanding application properties

PRODUCT CHARACTERISTICS

Finish: Gloss or Semi-Gloss

Color: Wide range of colors available

Volume Solids: 65% ± 2%, mixed, may vary by color

Weight Solids: 78% ± 2%, mixed, may vary by color

VOC (EPA Method 24): Unreduced: <300 g/L; 2.5 lb/gal
mixed Reduced 10% with R7K15: <340 g/L; 2.8 lb/gal
mixed Reduced 9% with MEK, R6K10: <340 g/L; 2.8 lb/gal

Mix Ratio: 6:1 by volume, 1 gallon or 5 gallon mixes premeasured components

Recommended Spreading Rate per coat:

	Minimum	Maximum
Wet mils (microns)	4.5 (112.5)	9.0 (225)
Dry mils (microns)	3.0 (75)	6.0 (150)
~Coverage sq ft/gal (m²/L)	175 (4.3)	346 (8.5)
Theoretical coverage sq ft/gal (m²/L) @ 1 mil / 25 microns dft	1040 (25.5)	

NOTE: Brush or roll application may require multiple coats to achieve maximum film thickness and uniformity of appearance.

Drying Schedule @ 6.0 mils wet (150 microns):

	@ 35°F/1.7°C	@ 77°F/25°C 50% RH	@ 120°F/49°C
To touch:	4 hours	1 hour	20 minutes
To handle:	18 hours	9 hours	4 hours
To recoat:			
minimum:	18 hours	8 hours	6 hours
maximum:	3 months	3 months	3 months
To cure:	14 days	7 days	5 days
Pot Life:	4 hours	2 hours	45 minutes
(reduced 5% with Reducer R7K15)			
Sweat-in-Time:		None	

Drying time is temperature, humidity, and film thickness dependent.
Paint temperature must be at least 40°F (4.5°C) minimum.

Shelf Life: Part A* - 36 months, unopened
Part B - 24 months, unopened
Store indoors at 40°F (4.5°C) to 100°F (38°C).

*Aluminum (Part A, Rex # B65SW655) has a shelf life of 24 months.

Flash Point: 55°F (13°C), Seta, mixed

Reducer/Clean Up:

Spray: Reducer R7K15, MEK R6K10, R7K111, Reducer #58

Brush / Roll: Reducer #132, Reducer #58, R7K111

RECOMMENDED USES

Specifically formulated for in-shop applications. For use over prepared metal and masonry surfaces in industrial environments such as:

- Structural steel
- Rail cars and locomotives
- Conveyors
- Bridges
- Wind Towers - onshore and offshore
- Offshore platforms - exploration and production
- Suitable for use in USDA inspected facilities
- Conforms to AWWA D102 Outside Coating Systems #4 (OCS-4), #5 (OCS-5) & #6 (OCS-6)
- Conforms to MPI# 72 and MPI# 174
- Acceptable for use in high performance architectural applications
- Acceptable for use over and/or under Loxon S1 and Loxon H1 Caulking
- A component of INFINITANK
- Over FIRETEX® hydrocarbon systems
- Suitable for use in the Mining & Minerals Industry
- Approved topcoat for NEPCOAT System B

PERFORMANCE CHARACTERISTICS

Substrate*: Steel

Surface Preparation*: SSPC-SP10/NACE 2

System Tested*:

1 ct. Macropoxy 646 @ 6.0 mils (150 microns) dft
1 ct. Acrolon 218 HS Gloss @ 4.0 mils (100 microns) dft
*unless otherwise noted below

Test Name	Test Method	Results
Abrasion Resistance¹	ASTM D4060, CS17 wheel, 1000 cycles, 1 kg load	43 mg loss
Adhesion³	ASTM D4541	1976 psi
Corrosion Weathering³	ASTM D5894, 27 cycles, 9072 hours	Rating 10 per ASTM D610, for rusting; Rating 10 per ASTM D714, for blistering
Direct Impact Resistance¹	ASTM D2794	70 in. lb.
Dry Heat Resistance¹	ASTM D2485, Method A	200°F (93°C)
Flexibility¹	ASTM D522, 180° bend, 1/8" mandrel	Passes
Humidity Resistance²	ASTM D4585, 100°F (38°C), 1500 hours	Rating 10 per ASTM D610, for rusting; Rating 10 per ASTM D714, for blistering
Pencil Hardness	ASTM D3363	3H
Salt Fog Resistance³	ASTM B117, 15,000 hours	Rating 10 per ASTM D610, for rusting; Rating 10 per ASTM D714, for blistering

Meets the requirements of SSPC Paint No. 36, Level 3 for white and light colors. Dark colors may require a clear coat.

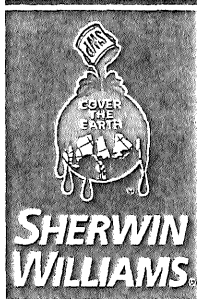
Complies with ISO 12944-5 C5I and C5M requirements.

Footnotes:

¹ Finish coat only tested

² Primer Zinc-Clad II Plus
Intermediate Macropoxy 646
Finish Acrolon 218 HS

³ Primer Zinc-Clad III HS



Protective
&
Marine
Coatings

ACROLON™ 218 HS
ACRYLIC POLYURETHANE

PART A	B65-600	GLOSS SERIES
PART A	B65-650	SEMI-GLOSS SERIES
PART B	B65V600	HARDENER

Revised: July 22, 2021

PRODUCT INFORMATION

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RECOMMENDED SYSTEMS

		Dry Film Thickness / ct.	
		Mils	(Microns)
Steel:			
1 ct.	Macropoxy 646	5.0-10.0	(125-250)
1-2 cts.	Acrolon 218 HS Polyurethane	3.0-6.0	(75-150)
Steel:			
1 ct.	Zinc Clad II Plus	2.0-4.0	(50-100)
1 ct.	Macropoxy 646	3.0-10.0	(75-250)
1-2 cts.	Acrolon 218 HS Polyurethane	3.0-6.0	(75-150)
Steel:			
1 ct.	Zinc Clad IV	3.0-5.0	(75-125)
or	Zinc Clad 4100	3.0-5.0	(75-125)
1 ct.	Macropoxy 646	3.0-10.0	(75-250)
1-2 cts.	Acrolon 218 HS Polyurethane	3.0-6.0	(75-150)
Steel:			
1 ct.	Zinc Clad IV	3.0-5.0	(75-125)
1-2 cts.	Acrolon 218 HS Polyurethane	3.0-6.0	(75-150)
Steel:			
1 ct.	Corothane I-GalvaPac Zinc Primer	3.0-4.0	(75-100)
1-2 cts.	Acrolon 218 HS Polyurethane	3.0-6.0	(75-150)
Steel:			
1 ct.	Epoxy Mastic Aluminum II	6.0	(150)
1-2 cts.	Acrolon 218 HS Polyurethane	3.0-6.0	(75-150)
Steel:			
1 ct.	Recoatable Epoxy Primer	4.0-6.0	(100-150)
1-2 cts.	Acrolon 218 HS Polyurethane	3.0-6.0	(75-150)
Concrete/Masonry:			
1 ct.	Kem Cati-Coat HS Epoxy Filler/Sealer	10.0-20.0	(250-500)
1-2 cts.	Acrolon 218 HS Polyurethane	3.0-6.0	(75-150)
Aluminum/Galvanizing:			
1 ct.	DTM Wash Primer	0.7-1.3	(18-32)
1-2 cts.	Acrolon 218 HS Polyurethane	3.0-6.0	(75-150)

FIRETEX ONLY:

Finish Coat for FIRETEX Hydrocarbon Systems:

1 ct. Acrolon 218 HS Polyurethane*

*Consult FIRETEX PFP Specialist for recommended dft range

The systems listed above are representative of the product's use, other systems may be appropriate.

DISCLAIMER

The information and recommendations set forth in this Product Data Sheet are based upon tests conducted by or on behalf of The Sherwin-Williams Company. Such information and recommendations set forth herein are subject to change and pertain to the product offered at the time of publication. Consult your Sherwin-Williams representative to obtain the most recent Product Data Information and Application Bulletin.

SURFACE PREPARATION

Surface must be clean, dry, and in sound condition. Remove all oil, dust, grease, dirt, loose rust, and other foreign material to ensure adequate adhesion.

Refer to product Application Bulletin for detailed surface preparation information.

Minimum recommended surface preparation:

- * Iron & Steel: SSPC-SP6/NACE 3, 1-2 mil (25-50 micron) profile
- * Galvanizing: SSPC-SP1
- * Concrete & Masonry: SSPC-SP13/NACE 6, or ICRI No. 310.2R, CSP 1-3
- * Primer required

Surface Preparation Standards					
Condition of Surface	ISO 8501-1 BS7079:A1	Swedish Std. SIS055900	SSPC	NACE	
White Metal	Sa 3	Sa 3	SP 5	1	
Near White Metal	Sa 2.5	Sa 2.5	SP 10	2	
Commercial Blast	Sa 2	Sa 2	SP 6	3	
Brush-Off Blast	Sa 1	Sa 1	SP 7	4	
Hand Tool Cleaning	C St 2	C St 2	SP 2	-	
Pitted & Rusted	D St 2	D St 2	SP 2	-	
Rusted	C St 3	C St 3	SP 3	-	
Power Tool Cleaning	Pitted & Rusted D St 3	D St 3	SP 3	-	

TINTING

Tint Part A with Maxitoner Colorants.

- Extra white tints at 100% tint strength
- Ultradeep base tints at 150% tint strength

Five minutes minimum mixing on a mechanical shaker is required for complete mixing of color.

APPLICATION CONDITIONS

Temperature:	35°F (1.7°C) minimum, 120°F (49°C) maximum (air and surface) 40°F (4.5°C) minimum, 120°F (49°C) maximum (material) At least 5°F (2.8°C) above dew point
Relative humidity:	85% maximum

Refer to product Application Bulletin for detailed application information.

ORDERING INFORMATION

Packaging:	1 gallon (3.78L) mix: 5 gallon (18.9L) mix:
Part A:	.86 gal (3.25L) 4.29 gal (16.2L)
Part B:	.14 gal (0.53L) 0.71 gal (2.7L)
(premeasured components)	
Weight:	11.2 ± 0.2 lb/gal ; 1.3 Kg/L mixed, may vary with color

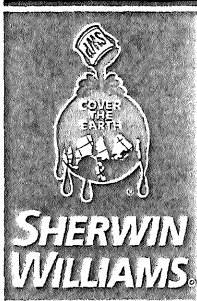
SAFETY PRECAUTIONS

Refer to the SDS sheet before use.

Published technical data and instructions are subject to change without notice. Contact your Sherwin-Williams representative for additional technical data and instructions.

WARRANTY

The Sherwin-Williams Company warrants our products to be free of manufacturing defects in accord with applicable Sherwin-Williams quality control procedures. Liability for products proven defective, if any, is limited to replacement of the defective product or the refund of the purchase price paid for the defective product as determined by Sherwin-Williams. NO OTHER WARRANTY OR GUARANTEE OF ANY KIND IS MADE BY SHERWIN-WILLIAMS, EXPRESSED OR IMPLIED, STATUTORY, BY OPERATION OF LAW OR OTHERWISE, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.



Protective
&
Marine
Coatings

ACROLON™ 218 HS
ACRYLIC POLYURETHANE

PART A	B65-600	GLOSS SERIES
PART A	B65-650	SEMI-GLOSS SERIES
PART B	B65V600	HARDENER

Revised: July 22, 2021

APPLICATION BULLETIN

5.22

SURFACE PREPARATIONS

Surface must be clean, dry, and in sound condition. Remove all oil, dust, grease, dirt, loose rust, and other foreign material to ensure adequate adhesion.

Iron & Steel

Remove all oil and grease from surface by Solvent Cleaning per SSPC-SP1. Minimum surface preparation is Commercial Blast Cleaning per SSPC-SP6/NACE 3. For better performance, use Near White Metal Blast Cleaning per SSPC-SP10/NACE 2. Blast clean all surfaces using a sharp, angular abrasive for optimum surface profile (1-2 mils / 25-50 microns). Prime any bare steel the same day as it is cleaned or before flash rusting occurs.

Aluminum

Remove all oil, grease, dirt, oxide and other foreign material by Solvent Cleaning per SSPC-SP1. Primer required.

Galvanized Steel

Allow to weather a minimum of six months prior to coating. Solvent Clean per SSPC-SP1. When weathering is not possible, or the surface has been treated with chromates or silicates, first Solvent Clean per SSPC-SP1 and apply a test patch. Allow paint to dry at least one week before testing adhesion. If adhesion is poor, brush blasting per SSPC-SP7 is necessary to remove these treatments. Rusty galvanizing requires a minimum of Hand Tool Cleaning per SSPC-SP2, prime the area the same day as cleaned or before flash rusting occurs. Primer required.

Concrete and Masonry

For surface preparation, refer to SSPC-SP13/NACE 6, or ICRI No. 310.2R, CSP 1-3. Surfaces should be thoroughly clean and dry. Concrete and mortar must be cured at least 28 days @ 75°F (24°C). Remove all loose mortar and foreign material. Surface must be free of laitance, concrete dust, dirt, form release agents, moisture curing membranes, loose cement and hardeners. Fill bug holes, air pockets and other voids with Steel-Seam FT910. Primer required.

Follow the standard methods listed below when applicable:

ASTM D4258 Standard Practice for Cleaning Concrete.
ASTM D4259 Standard Practice for Abrading Concrete.
ASTM D4260 Standard Practice for Etching Concrete.
ASTM F1869 Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete.
SSPC-SP 13/Nace 6 Surface Preparation of Concrete.
ICRI No. 310.2R Concrete Surface Preparation.

Surface Preparation Standards				
	Condition of Surface	ISO 8501-1 BS7079:A1	Swedish Std. SIS055900	SSPC NACE
White Metal		Sa 3	Sa 3	SP 5 1
Near White Metal		Sa 2.5	Sa 2.5	SP 10 2
Commercial Blast		Sa 2	Sa 2	SP 6 3
Brush-Off Blast		Sa 1	Sa 1	SP 7 4
Hand Tool Cleaning	Rusted	C St 2	C St 2	SP 2 -
	Pitted & Rusted	D St 2	D St 2	SP 2 -
Power Tool Cleaning	Rusted	C St 3	C St 3	SP 3 -
	Pitted & Rusted	D St 3	D St 3	SP 3 -

APPLICATION CONDITIONS

Temperature:	35°F (1.7°C) minimum, 120°F (49°C) maximum (air and surface) 40°F (4.5°C) minimum, 120°F (49°C) maximum (material) At least 5°F (2.8°C) above dew point
Relative humidity:	85% maximum

APPLICATION EQUIPMENT

The following is a guide. Changes in pressures and tip sizes may be needed for proper spray characteristics. Always purge spray equipment before use with listed reducer. Any reduction must be compliant with existing VOC regulations and compatible with the existing environmental and application conditions.

Reducer/Clean Up:

Spray.....	Reducer R7K15, MEK, Reducer #58, or R7K111
Brush/Roll	Reducer #132, R7K132, Reducer #58, or R7K111
If reducer is used, reduce at time of catalyzation.	

Airless Spray

Pressure.....	2500 - 2800 psi
Hose.....	3/8" ID
Tip013" - .017"
Filter	60 mesh
Reduction.....	As needed up to 10% by volume with R7K15 or R7K111, or up to 9% with MEK, R6K10*

Conventional Spray

Gun	Binks 95
Cap	63P
Atomization Pressure.....	50 - 70 psi
Fluid Pressure.....	20 - 25 psi
Reduction.....	As needed up to 10% by volume with R7K15 or R7K111, or up to 9% with MEK, R6K10*

Brush

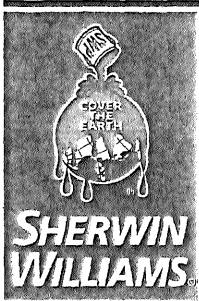
Brush.....	Natural Bristle
Reduction.....	As needed up to 10% by volume*

Roller

Cover	3/8" woven with solvent resistant core
Reduction.....	As needed up to 10% by volume*

If specific application equipment is not listed above, equivalent equipment may be substituted.

* Note: Reducing more than maximum recommended level will result in VOC exceeding 340g/L



Protective & Marine Coatings

ACROLON™ 218 HS ACRYLIC POLYURETHANE

PART A	B65-600	GLOSS SERIES
PART A	B65-650	SEMI-GLOSS SERIES
PART B	B65V600	HARDENER

Revised: July 22, 2021

APPLICATION BULLETIN

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APPLICATION PROCEDURES

Surface preparation must be completed as indicated.

Mix contents of each component thoroughly with low speed power agitation. Make certain no pigment remains on the bottom of the can. Then combine six parts by volume of Part A with one part by volume of Part B (premeasured components). Thoroughly agitate the mixture with power agitation. Re-stir before using.

If reducer is used, add only after both components have been thoroughly mixed.

Apply paint at the recommended film thickness and spreading rate as indicated below:

Recommended Spreading Rate per coat:

	Minimum	Maximum
Wet mils (microns)	4.5 (112.5)	9.0 (225)
Dry mils (microns)	3.0 (75)	6.0 (150)
~Coverage sq ft/gal (m ² /L)	175 (4.3)	346 (8.5)
Theoretical coverage sq ft/gal (m ² /L) @ 1 mil / 25 microns dft	1040 (25.5)	

NOTE: Brush or roll application may require multiple coats to achieve maximum film thickness and uniformity of appearance.

Drying Schedule @ 6.0 mils wet (150 microns):

	@ 35°F/1.7°C	@ 77°F/25°C 50% RH	@ 120°F/49°C
To touch:	4 hours	1 hour	20 minutes
To handle:	18 hours	9 hours	4 hours
To recoat:			
minimum:	18 hours	8 hours	6 hours
maximum:	3 months	3 months	3 months
To cure:	14 days	7 days	5 days
Pot Life:	4 hours	2 hours	45 minutes
(reduced 5% with Reducer R7K15)			
Sweat-in-Time:	None		
Drying time is temperature, humidity, and film thickness dependent.			
Paint temperature must be at least 40°F (4.5°C) minimum.			

Application of coating above maximum or below minimum recommended spreading rate may adversely affect coating performance.

CLEAN UP INSTRUCTIONS

Clean spills and spatters immediately with Reducer #132, R7K132. Clean tools immediately after use with Reducer #132, R7K132. Follow manufacturer's safety recommendations when using any solvent.

DISCLAIMER

The information and recommendations set forth in this Product Data Sheet are based upon tests conducted by or on behalf of The Sherwin-Williams Company. Such information and recommendations set forth herein are subject to change and pertain to the product offered at the time of publication. Consult your Sherwin-Williams representative to obtain the most recent Product Data Information and Application Bulletin.

PERFORMANCE TIPS

Stripe coat all crevices, welds, and sharp angles to prevent early failure in these areas.

When using spray application, use a 50% overlap with each pass of the gun to avoid holidays, bare areas, and pinholes. If necessary, cross spray at a right angle.

Spreading rates are calculated on volume solids and do not include an application loss factor due to surface profile, roughness or porosity of the surface, skill and technique of the applicator, method of application, various surface irregularities, material lost during mixing, spillage, overthinning, climatic conditions, and excessive film build.

Excessive reduction of material can affect film build, appearance, and adhesion.

Do not apply the material beyond recommended pot life.

Do not mix previously catalyzed material with new.

In order to avoid blockage of spray equipment, clean equipment before use or before periods of extended downtime with Reducer #15, R7K15 or MEK, R6K10.

Mixed coating is sensitive to water. Use water traps in all air lines. Moisture contact can reduce pot life and affect gloss and color.

Quick-Thane Urethane Accelerator is acceptable for use. See data page 5.97 for details.

E-Z Roll Urethane Defoamer is acceptable for use. See data page 5.99 for details.

If maximum recoat time is exceeded, a light abrasion may be necessary to roughen the surface to promote adhesion before recoating.

Refer to Product Information sheet for additional performance characteristics and properties.

SAFETY PRECAUTIONS

Refer to the SDS sheet before use.

Published technical data and instructions are subject to change without notice. Contact your Sherwin-Williams representative for additional technical data and instructions.

WARRANTY

The Sherwin-Williams Company warrants our products to be free of manufacturing defects in accord with applicable Sherwin-Williams quality control procedures. Liability for products proven defective, if any, is limited to replacement of the defective product or the refund of the purchase price paid for the defective product as determined by Sherwin-Williams. NO OTHER WARRANTY OR GUARANTEE OF ANY KIND IS MADE BY SHERWIN-WILLIAMS, EXPRESSED OR IMPLIED, STATUTORY, BY OPERATION OF LAW OR OTHERWISE, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

IFQ/B ATTACHMENT C
PROJECT REQUIREMENTS
Annual Contract – Painting & Weatherproofing

Contact: Clark Woods, Capital Improvements Division

Phone: (561) 233-2054

Project Title: Fleet and Roads & Bridges – Weatherproofing

Project #: 2021-005051

Project Locations: 2601 Vista Parkway, West Palm Beach, FL (Fleet Bldg)
2555 Vista Parkway, West Palm Beach, FL (Roads & Bridges Bldg)

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 – Painting & Weatherproofing 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 ninety (90) days of Notice to Proceed. Permit application, if required, 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. The Contractor is to pressure clean all exterior finish surfaces per paint manufacturer's specifications.
- b. Seal all exterior concrete tilt wall textured surfaces to be painted.
- c. Areas to be painted/coated:
 1. Texture surfaces (sprayed surfaces must be back rolled 2 COATS)
 2. Exposed underside of metal roofs
 3. Solid metal entry doors inside and out (Previously Painted; Coordinate with PBC)
 4. Roll-Up Doors (Exterior Only; Electrostatic)

5. Exterior (exposed to weather) ceilings
 6. Fire Sprinkler lines
 7. Address marquis (excluding lettering rectangle)
 8. Dumpster enclosures and generator enclosures (both interior and exterior sides)
 9. Conduit (Previously painted)
 10. Wood on Gazebos (To be sealed only)
- d. Areas not to be Painted
 1. Pre-finished Metal Vents
 2. Pre-finished Metal Gutters
 3. Pre-finished Downspouts
 4. Metal Roof & Fascia
 - e. Expansion joints that are cracked must be completely removed, joint properly cleaned, appropriate backer rod installed, and caulked using sealant above. If joints are greater than 1" then Loxon H1 Hybrid Sealant must be used or PBC approved equal.
 - f. Repair cracks including ceilings on overhangs
 - g. Color to remain the same and coated with exterior Satin coating. Responsibility of owner to supply color.
 1. The building will have a three color scheme.
 2. Paint fire sprinkler pipes in exposed (exterior) ceiling areas. Building entrance to match porte-cochere color (green), exposed (exterior) ceiling area canopy's to be painted red.
 - h. Areas to be electrostatically painted (Factory painted metals).
 1. Gutters & down spouts on canopy only
 2. Address numbers
 3. Bronze perimeter lights
 - i. Coating Systems for Texture Surface Finish
 1. Sealer: Loxon Conditioner, A24-1100 Series (or PBC approved equal)
 2. Finish: Apply Exterior Satin Coating (K33-100), Apply (2) coats 5.3 to 6.4 wet mils: 2.2 to 2.6 mils dft., per coat to all vertical stucco and masonry surfaces.
 - j. Surface Preparation:
 1. Proper surface preparation is the responsibility of the Contractor. Surfaces shall be prepared in accordance with methods accepted as industry standards. The following is a set of recommendations necessary to achieve the proper surface of the substrate to allow for the long-term adhesion of the specified coatings. Test applications of each coating are the responsibility of the contractor, to ensure compatibility with the substrate, and adhesion and other characteristics of the new coating, as well as any previous coatings. As new coatings dry, the surface tension created by the curing process can cause peeling if there is insufficient adhesion of any of the underlying paint films. Certain colors and/or materials may require more than one coat to properly cover the existing substrate color, and allowances must be made for this and coverage determined prior to the beginning of the job.
 2. Lettering on the building, decorative metal overhangs, and drip edge should be taped off and not painted unless add alternate is approved.
 3. Signage to be removed prior to painting
 4. Adhesion tests should be performed by The Contractor prior to submitting the bid in order to anticipate poor adhesion of underlying paint films

5. Maintenance painting will frequently not permit or require complete removal of all old coatings prior to repainting. However, all surface contamination such as oil, grease, loose paint, mill scale, dirt, foreign matter, rust, mold, mildew, mortar, efflorescence, and sealers must be removed to assure sound bonding to the tightly adhering old paint.
 6. Glossy surfaces of old paint films must be clean and dull before repainting. Recognize that any surface preparation short of total removal of the existing (old) coating may compromise the service length of the system. Rust can be a severe and recurring problem. Proper millage and pinhole-free installation are key to retarding rust. Rust may reoccur and is not considered to be a paint/coating failure and is not covered under the Sherwin Williams, or PBC approved equal, warranty.
 7. Coating performance is affected by proper surface preparation and application. Coating integrity and service life will be reduced because of improperly prepared surfaces. As high as 80% of all coatings failures can be directly attributed to inadequate surface preparation that affects coating adhesion. Selection and implementation of proper surface preparation ensures coating adhesion to the substrate and prolongs the service life of the coating system. Peeling surfaces must be removed where previous coats of paint were improperly prepared in the past. These surfaces may peel if the surface is not properly prepared. No exterior painting should be done immediately after a rain, during foggy weather, when rain is predicted, or when the temperature is below 50°F.
 8. Many times as works progresses situations arise that are unforeseen or problems are uncovered that are outside of the scope of the Contractor's work. When such situations arise, the Contractor shall stop work on this area and the Owner and Contractor should come to some mutual agreement prior to the resumption of work. At no time is the Contractor to continue such new work without written agreement from the Owner if any additional charges are to be billed beyond the original contract amount.
- k. Pressure Cleaning:
1. The Contractor is to chemically clean with a bleach solution of 1 gallon of liquid household bleach and 3 gallons of warm water, or similar solution to remove all mildew. Pressure clean with a psi utilizing a system that will not damage the existing texture finish and use a 15-25 degree spray tip. Excessive chalk residue, mold and other foreign matter is to be removed by means of wire brushing or hand tool scraping, where applicable to the point of not damaging the textured finish. If textured finish is damaged the area is to be taken back to where the textured surface is securely adhered to the building and patched to match the existing building textured finish.
 2. When Pressure cleaning, all window are to be squeegeed and edges cloth dried to remove any watermarks.
 3. Metal roofs and edges to be pressured cleaned to remove chalk finish.
 4. Do not start the pressure cleaning procedure unless sealing will follow within two to three weeks. Any longer and additional pressure cleaning may be necessary.
 5. After the building is pressured cleaned, pressure clean the sidewalks to remove all dirt and debris.
 6. *NOTE: Aggressive cleaning techniques, necessary for proper preparation of the surface, may uncover some hidden defects or structural problems in the substrate. If this happens, work should cease until an equitable*

solution can be reached between the owner and contractor as to how to proceed.

l. Exterior Masonry Sealer:

1. All textured surfaces are to be pressure cleaned and free of any surface contamination and any moisture prior to application of any coatings. Any new/repaired textured surfaces patches must be primed with Hot Stucco Primer applied @ 3.1 mils dft. All previously weather exposed coated areas must be sealed with a uniform coat of Loxon Conditioner, of PBC approved equal, to all exposed masonry surfaces prior to painting or patching. Weather protected areas such as ceilings that do not exhibit any deterioration of the coating or are presently chalking, do not require the application of a sealer. Do not reduce.

m. Caulking:

1. All perimeter joints are to be inspected. All deteriorating caulking shall be removed as well as any dirt and/or foreign matter, and then properly replaced with Bostik Chem Calk #915, (or PBC approved equal), up to ½" according to the manufacturer's recommendations.
2. The Contractor shall seal all perimeter joints around windows and doors, and any stucco band, expansion joints, at the joints where dissimilar materials meet, and or other areas where water intrusion may result. Tool after application to match the surrounding surfaces.
3. Contractor to apply an exterior polyurethane: Sherwin Williams Loxon SL1 One Component Self Leveling for all horizontal surfaces or PBC approved equal.
4. *NOTE: Some sealants are not always compatible with all other architectural sealants. Therefore, determination of the type of material to be caulked over is essential before proceeding with any caulking of areas. All sealant joints are to be a minimum of ½ inch wide. This will allow for at least ¼ inch adhesion to both sides of the joint.*

n. Metals:

1. All metal (previously painted) including, but not limited to metal trusses (Exhibit #1), tilt panel connectors, fire sprinkler pipe, doors, back flow devices, etc. must be spot primed before topcoating, as needed. Carefully ensure that any existing rust is prepared as below, prior to priming. All areas to be painted shall be spot primed with MacroPoxy (or PBC approved equal). Spot prime exposed ferrous metal surfaces with MacroPoxy (or PBC approved equal).
2. Any galvanized metal to be painted should be solvent cleaned per SSPC-SP1, with a non-hydrocarbon based solvent, and then primed with MacroPoxy (or PBC approved equal) applied @ 5.0 – 10.0 wet mils; 2.0 – 4.0 mils dft. If surface has significant rust, then prepare per SSPC-SP2, then clean and prime as above. After spot priming apply a prime coat over the entire surface using MacroPoxy (or PBC approved equal) applied @ 5.0 – 10.0 wet mils; 2.0 – 4.0 mils dft.
3. Any aluminum surfaces to be painted should be solvent cleaned per SSPC-SP1, with a non-hydrocarbon based solvent. Spot prime bare aluminum with DTM Wash Primer (or PBC approved equal) applied @ 3.4 – 6.4 mils wet, 0.7 – 1.3 mils dft.
4. All glossy finished metals to be painted shall be solvent cleaned as per SSPC-SP1. Do not use hydrocarbon based solvents for cleaning. Prime

with MacroPoxy (or PBC approved equal) applied @ 5.0 – 12.0 wet mils; 2.0 – 5.0 mils dft. Finish with product below.

5. Misc. Metals: Prime as directed above, apply Polyurethane, applied @ 6.0 – 10.0 wet mils 2.5 – 4.0 mils dft.

o. Contractor Responsibilities:

1. The Contractor shall supply all necessary labor, materials (including water, if not supplied) and equipment necessary for the total completion of the required work as per the Specifications. The Contractor shall be responsible for and use care in the protection of the Owners' property; such as windows, shrubbery, and walkways, and shall protect other areas not in this scope of work from paint and/or damage. If such damage occurs, the Contractor shall be solely responsible for the restoration of such damages as the result of the Contractor's or any employees of the contractor, except as noted below. The Contractor shall work with the manager to arrange for all automobiles and other vehicles to be removed from the work area to safeguard against possible damage.
 2. All work shall be performed in a workmanlike manner by skilled applicators and shall be carried out in such a way as to minimize any inconvenience to the occupants and tenants. The Contractor shall maintain a full work force from the start to the completion of the project, providing a qualified full time foreman on the jobsite at all times. The Contractor shall ensure that all such applicators shall be fully and properly clothed; in identifiable uniforms while working on the premises or entering any part of the work area.
 3. All ladders and other materials shall be secured at the end of each workday. Ladders will not be left up overnight when no work is being performed. Upon completion of the work, the Contractor shall promptly (daily) remove all debris including debris resulting from pressure cleaning and scraping, material, and equipment, etc., and shall leave the premises of the jobsite clean and orderly at all times.
 4. The Contractor shall deliver, or have delivered, necessary materials in unopened containers with the original labels and batch numbers clearly visible. All materials shall be used in strict adherence to the manufacturer's written specifications and/or label directions.
 5. The Contractor shall arrange with the Project Manager for working space, space for material storage, and proper access to the areas where the work is to be performed.
 6. Contractor will provide one full gallon of each finish color used and a detailed list of all products used to include paint brand and formula.
 7. The contractor will schedule up to three (3) site visits by the product manufacture to ensure the work is acceptable, supplemented by a written report from the manufacturer.
- p. Contractor to provide alternate bid for the painting of the decorative metal overhangs and metal handrails on gazebo for each location.

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. 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.

5. 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.

6. PROJECT CONDITIONS

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.

7. PREPARATION

It shall be the responsibility of the Contractor to prep the site at the construction locations.

8. EXAMINATION

Report to the Project Manager, in writing, any imperfections, unacceptable conditions and/or corrections required to be made before commencing work. 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.

9. 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.

10. WARRANTY

Contractor warrants all equipment, materials and labor furnished or performed against defects in design, materials and workmanship for a period of twelve (12) months from substantial completion.

11. CLEAN UP

Remove all waste materials, tools and equipment from job site daily. Thoroughly clean the entire job area prior to requesting final inspection.

12. 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



www.altersurety.com

January 13, 2022

Palm Beach County
2633 Vista Parkway
West Palm Beach, FL 33411

RE: WGM Quality Painting, Inc.
Project: 2021-005051, Fleet and Roads & Bridges - Weatherproofing
Bond No. 608-102508-6

To Whom It May Concern:

We have executed the enclosed bonds on behalf of the above captioned contractor in favor of the Palm Beach County. Please note that we have not dated the bonds or the Power of Attorney. The copy of the contract we received was not dated and as the bonds follow the contract they should not be dated prior to the contract.

Please accept this letter as authorization to date the enclosed Performance bond(s), Payment bond(s), and the attached Power of Attorney for the captioned project. Please date these items concurrently with the contract date and fax a copy to our office at 305-328-4838 or email elizabeth@altersurety.com **so that we can activate the bond coverage. The form of Guarantee dated upon substantial completion.**

Please do not hesitate to contact our office should you have any questions in this regard. Thank you.

Yours truly,
United States Fire Insurance Company

Jonathan A. Bursevich,
Attorney-in-Fact

5979 N.W. 151st Street • Suite 202 • Miami Lakes, FL 33014
Phone: 305-517-3803 • Fax: 305-328-4838

PUBLIC CONSTRUCTION BOND

BOND NUMBER 608-102508-6

BOND AMOUNT \$561,530.25

CONTRACT AMOUNT \$561,530.25

CONTRACTOR'S NAME: WGM Quality Painting, Inc.

CONTRACTOR'S ADDRESS: 536 Tall Pines RD., Haverhill, FL 33415

CONTRACTOR'S PHONE: 561-889-1286

SURETY COMPANY: United States Fire Insurance Company

SURETY'S ADDRESS: 305 Madison Avenue
 Morristown, NJ 07962

SURETY'S PHONE: (973) 490-6600

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: Fleet and Road & Bridges - weatherproofing

PROJECT NUMBER: 2021-005051

CONTRACT NUMBER (to be provided after Contract award): _____

DESCRIPTION OF WORK: Pressure clean, prepare, repair and paint all exterior finish surfaces.

PROJECT ADDRESS, PCN, or LEGAL DESCRIPTION: _____

2601 Vista Parkway, WPB (Fleet Bldg.);

2555 Vista Parkway, WPB (Road and Bridge Bldg.)

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 (\$561,530.25)
(Five hundred sixty-one thousand five hundred thirty and 25/100)

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: Fleet and Road & Bridges - weatherproofing
Project No.: 2021-005051
Project Description: Pressure clean, prepare, repair and paint all exterior finish surfaces
Project Location: 2601 Vista Parkway, WPB (Fleet Bldg.); 2555 Vista Parkway, WPB (Road
and Bridge Bldg.)

in accordance with Drawings and Specifications prepared by

NAME OF ARCHITECTURAL FIRM:
LOCATION OF FIRM:
PHONE:

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 pressure cleaning, preparing, repairing and painting all exterior finish surfaces, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05, Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays County all losses, damages (including liquidated damages), expenses, costs, and attorneys' fees, including appellate proceedings, that County sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.
5. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

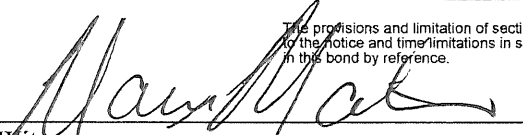
Any increase in the total contract amount as authorized by the County shall accordingly increase the Surety's obligation by the same dollar amount of said increase. Contractor shall be responsible for notification to Surety of all such changes.

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

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

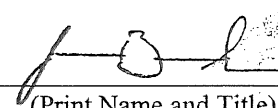
Section 255.05, Florida Statutes, as amended, together with all notice and time provisions contained therein, is incorporated herein, by reference, in its entirety. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in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

Any action brought under this instrument shall be brought in the court of competent jurisdiction in Palm Beach County and not elsewhere. Dated _____, 20__.


Witness


Witness Ellie Kugler

WGM Quality Painting, Inc.
Principal  (Seal)
(Print Name and Title) Gretchen Moys

United States Fire Insurance Company
Surety  (Seal)
(Print Name and Title) Jonathan A. Bursevich, Attorney-in-Fact

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.

FIRST PAGE MUST BE COMPLETED

NOTE: If Contractor is a Partnership, all partners must execute bond.

BOND MUST CONTAIN ORIGINAL SIGNATURES. NO COPIES WILL BE ACCEPTED

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

0095222

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:

David T. Satine, Jonathan A. Bursevich

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, 2023.

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 28th day of September, 2021.

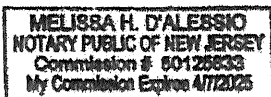
UNITED STATES FIRE INSURANCE COMPANY



Matthew E. Lubin, President

State of New Jersey }
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, 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.



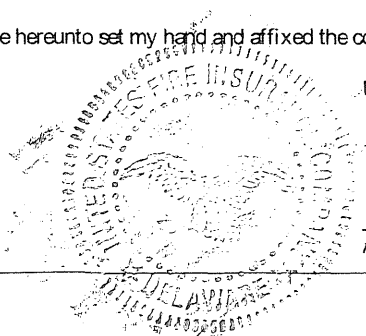
Melissa H. D'Alessio

(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 _____ day of _____, 20____.

UNITED STATES FIRE INSURANCE COMPANY



Alfred N. Wright, Senior Vice President

FORM OF GUARANTEE

GUARANTEE FOR Contractor Name: WGM Quality Paving Inc. and Surety
Name: United States Fire Insurance Company.


We the undersigned hereby guarantee that the (Fleet and Roads & Bridges - weatherproofing; #2021-005051) 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

WGM Quality Painting Inc.
(Contractor Name) (Seal)

By: 
(Contractor Signature)
Gretza Moya/President
(Print Name and Title)

United States Fire Insurance Company
(Surety Name) (Seal)

By: 
(Surety Signature)

Jonathan A. Bursevich, Attorney-in-Fact
(Print Name and Title)

MUST CONTAIN ORIGINAL SIGNATURES, NO COPIES WILL BE ACCEPTED

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

00952

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:

Warren M. Alter, David T. Satine, Jonathan A. Bursevich, Dawn Auspitz

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: **Fifty Million Dollars (\$50,000,000).**

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 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 28th day of September, 2021.

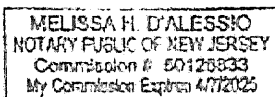
UNITED STATES FIRE INSURANCE COMPANY



Matthew E. Lubin, President

State of New Jersey)
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, 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.



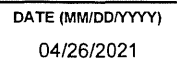
Melissa H. D'Alessio
Melissa H. D'Alessio (Notary Public)

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 _____ day of _____, 2021.

UNITED STATES FIRE INSURANCE COMPANY

Michael C. Fay, Senior Vice President



PRODUCER		CONTACT NAME: Julio Morales	
Florida Casualty Insurance Agency		PHONE (A/C, No, Ext): (561) 965-2200	FAX (A/C, No): (561) 828-0420
4433 10th Ave N		E-MAIL ADDRESS: julio@florida-casualty.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
Lake Worth	FL 33461	INSURER A : MAXUM INDEMNITY INS CO	26743
INSURED	WGM Quality Painting, Inc. 536 Tall Pines Rd	INSURER B : PROGRESSIVE EXPRESS INS CO	10193
		INSURER C : RLI INSURANCE COMPANY	13056
		INSURER D : FRANK WINSTON CRUM INSURANCE COMPANY	11600
		INSURER E :	
		INSURER F :	
Haverhill	FL 33415		

REVISION NUMBER:

INSR LTR	TYPE OF INSURANCE		ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY	Y		BDG-0137359-01	03/17/2021	03/17/2022	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/>	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/>							MED EXP (Any one person)	\$ 5,000
	<input type="checkbox"/>							PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PRODUCTS - COMP/OP AGG						\$ 2,000,000	
	<input type="checkbox"/>	OTHER:							\$
B	AUTOMOBILE LIABILITY				01774826-1	02/06/2021	02/06/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/>	ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/>	OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/>	HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/>								\$
	<input type="checkbox"/>	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE	\$
	<input type="checkbox"/>	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$
	<input type="checkbox"/>	DED <input type="checkbox"/> RETENTION \$							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y / N	N / A	FWFL0010429602	05/08/2021	05/08/2022	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)							E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
								E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D	Bond - Surety				LSM0226009	09/30/2019	09/28/2021		\$2,000

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, ITS OFFICERS, EMPLOYEES, AND AGENTS IS ENDORSED AS AN ADDITIONAL INSURED ON GENERAL LIABILITY AS REQUIRED BY WRITTEN CONTRACT.

CANCELLATION

AUTHORIZED REPRESENTATIVE

The ACORD name and logo are registered marks of ACORD

PRE-BID
PM:
ANNUAL:
API:



MANDATORY
CLARK WOODS
PAINTING & WEATHERPROOFING
PRICE PREFERENCE

BID SUMMARY

Project Name:	Fleet and Road Bridges - Weatherproofing							
Project Number:	2021-005051							
Bid Opening Date:	12/02/21							
CONTRACTOR	Advanced Painting Contractors, Inc.	WGM Quality Painting, Inc.	Razorback LLC					
Local Bidder	LOCAL	LOCAL	NON-LOCAL					
Prime S/M/WBE	NON-SBE	SBE	NON-SBE					
BID - BASE (Fleet Bldg):	\$274,500.00	\$270,452.25	\$330,000.00					
ALTERNATE BID (Fleet-Metal Overhand & Handrail):	\$48,500.00	\$32,960.00	\$90,000.00					
BID - BASE (Road and Bridges Bldg):	\$107,500.00	\$63,551.00	\$160,000.00					
ALTERNATE BID (Road & Bridges - Metal Overhand & Handrails):	\$9,600.00	\$14,317.00	\$40,000.00					
ALTERNATE BID (Bldg #2549 –Prep, pressure wash & paint):	\$98,900.00	\$180,250.00	\$120,000.00					
BID	\$539,000.00	\$561,530.25	\$740,000.00					
BID BOND	Yes	Yes	Yes					
ADDENDUMs 1 - ACKNOWLEDGED	✓	✓	✓					
SBE SCHEDULE 1 (Shall list the S/M/WBE Prime and the names of all subcontractors regardless of S/M/WBE.)	Satisfactory	Satisfactory	Unsatisfactory					
SBE PARTICIPATION	0%	100%	0%					
SBE SCHEDULE 2 (A separate Schedule 2 must be included for each subcontractor, signed by subcontractor and Prime Contractor.)	Satisfactory	Satisfactory	Satisfactory					
COMMENTS:			Schedule 1 was not signed by Bidder.					

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: Fleet and Road Bridges - Weatherproofing Project Number: 2021-005051			
SOLICITATION DATE:		Tuesday, October 26, 2021	
QUOTATION RECEIPT DATE:		Thursday, December 2, 2021	
	Vendor	Dollar Quotation	Comments (SBE)
1	Advanced Painting Contractors, Inc.	\$539,000.00	0.00%
2	WGM Quality Painting, Inc.	\$561,530.25	100.00%
3	Razorback LLC	\$740,000.00	0.00%
<div style="display: flex; justify-content: space-between;"><div style="width: 45%;">Bid opened by: _____ <small>SIGNATURE DATE</small></div><div style="width: 45%; text-align: right;">Bid recorded by: 12/8/21 <small>SIGNATURE DATE</small></div></div> <p>COMMENTS: The lowest bidder is not SBE certified with Palm Beach County. The lowest bid is increased by 10% (539,000 + 10% = \$592,900) as per the re-ranking provision of the SBE Ordinance. This amount is higher than the lowest SBE responsive bidder. Therefore, award is recommended to WGM Quality Painting, Inc.</p> <p>ESTIMATE: N/A</p> <p>THE RECOMMENDED CONTRACTOR'S AND ANY LISTED SUB-CONTRACTORS(S) LICENSE(S) ARE CURRENT AND IN COMPLIANCE WITH PALM BEACH COUNTY REQUIREMENTS. </p> <p>THE RECOMMENDED CONTRACTOR'S INSURANCE(S) ARE CURRENT AND IN COMPLIANCE WITH PALM BEACH COUNTY REQUIREMENTS. </p> <p>BASED ON A REVIEW OF THE ABOVE-LISTED QUOTATIONS, IT IS CONCLUDED THAT: <u>WGM Quality Painting, Inc.</u> PROVIDED THE LOWEST RESPONSIVE AND RESPONSIBLE QUOTATION.</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"><div style="width: 45%;">Signature Approved </div><div style="width: 45%; text-align: right;">12.9.2021 Date 12.10.21 Date</div></div>			

Annual Contract - Painting #18340: Control Sheet

All Contractors

Dollar Commitments, Renewals, and Expiration

Procurement Project Implementation Group

[illegible]