

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: November 15, 2022

Consent Regular
 Workshop Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Work Order No. 22-007 to the annual roofing contract with Atlas Apex Roofing, LLC (Contractor) (R2020-1694) for the Water Utilities Department (WUD), Plant 5 Repump Station – Roof & Exhaust Fans Replacement project in the amount of \$230,000 for a period of 120 calendar days from permit issuance.

Summary: On November 17, 2020, the Board of County Commissioners (Board) approved the annual roofing contract with the Contractor for roof repairs, and replacement services. The existing roofing system and the exhaust fans at WUD Plant 5 Repump Station are more than twenty-two (22) years old, have outlived its useful life and are in a state of disrepair. Work Order No. 22-007 authorizes construction services to replace the existing flat and mansard roofing systems with a new modified bitumen roofing system and aluminum metal roof system, respectively. Additionally, the work includes replacing the existing exhaust fans with new exhaust fans that conform to the current building code requirements. 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 120 calendar days from permit issuance 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 July 15, 2020, 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 (3) or more Small Business Enterprises (SBE) are qualified; or 2) 10% SBE Price Preference for projects \$100,000 or more. Since this project is over \$100,000, the applicable API is 10% SBE price preference. The Contractor is not an SBE. There is no SBE participation on this work order. The cumulative SBE participation on the annual roofing contract is 47.02%. The Contractor is not a local business. The funding source for this project is from the Water Utilities Department Operation and Maintenance Fund. **(Capital Improvements Division) District 2 (MWJ)**

Background and Justification: This project was openly, competitively advertised and procured. Bids for this project were opened on March 10, 2022. Atlas Apex Roofing, LLC submitted the lowest responsive and responsible bid.

- Attachments:**
1. Location Map
 2. Budget Availability Statement
 3. Work Order No. 22-007
 4. Bid Summary
 5. Competitive Quotation Comparison
 6. Annual Contract – Roofing #2020-041631: Control Sheet

Recommended by:  Department Director 10/14/22 Date

Approved by:  County Administrator 10/27/22 Date

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Capital Expenditures	\$241,500	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	\$241,500	-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 4001 Dept 720 Unit 2410 Object 4615

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

The funding source for this project is from the Water Utilities Department Operation and Maintenance Fund

Construction	\$ 230,000.00
Contingency	<u>\$ 11,500.00</u>
	<u>\$ 241,500.00</u>

C. Departmental Fiscal Review: *Karen Sykes*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

for review 10/18/22
ASD/DA 10/18/22
 OFMB 9/18/18 EDW
10-18-22
J. J. Jarbo 10/18/22
 Contract Development and Control

B. Legal Sufficiency:

[Signature] 10/26/22
 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: 2021-043237

Project Name: Water Utilities Department (WUD) Plant 5 Repump Station – Roof and Exhaust Fan Replacement

Location: 9045 S Jog Road, Boynton Beach



ATTACHMENT # 2

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 3/30/22 REQUESTED BY: Bill Munker PHONE: 233-0265

PROJECT TITLE: WUD Repump #5 – roof & exhaust fans replacement
(Same as CIP or IST, if applicable)

IST PLANNING NO.:

ORIGINAL CONTRACT AMOUNT: \$

BCC RESOLUTION#:

REQUESTED AMOUNT: \$230,000.00

DATE:

eFDO #: 2021-043237

CSA or CHANGE ORDER NUMBER:

LOCATION: 9045 S. Jog Rd., Boynton Beach

BUILDING NUMBER: 1222

DESCRIPTION OF WORK/SERVICE LOCATION: WUD Repump #5

PROJECT/W-O. NUMBER: 2021-043237

CONSULTANT/CONTRACTOR: Atlas Apex Roofing, LLC (roof)

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

Furnish all material, labor, supervision, permits and supplies necessary and reasonably incidental to remove existing roof system and furnish and install a new roof system and replacement of exhaust fans.

CONSTRUCTION	\$230,000.00
PROFESSIONAL SERVICES	\$ NA
STAFF COSTS*	\$ NA
EQUIP. / SUPPLIES	\$ NA
CONTINGENCY	\$ 11,500.00
TOTAL	\$241,500.00

* By signing this BAS your department agrees to these CID staff charges and your account will be charged upon receipt of this BAS by FD&O. Unless there is a change in the scope of work, no additional staff charges will be billed. If this BAS is for construction costs of \$250,000 or greater, staff charges will be billed as actual and reconciled at the end of the project. If the project requires Facilities Management or ESS staff your department will be billed actual hours worked upon project completion.

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

FUND: 4001 DEPT: 770 UNIT: 2410 OBJ: 4615

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

- Ad Valorem (Amount \$ _____) Infrastructure Sales Tax (Amount \$ _____)
- State (source/type: _____ Amount \$ _____) Federal (source/type: _____ Amount \$ _____)
- Grant (source/type: _____ Amount \$ _____) Impact Fees: (Amount \$ _____)
- Other (source/type: Water Amount \$ 241,500.00)

Department: Water Utilities

BAS APPROVED BY: [Signature]

DATE 3/31/22 8/29/22

ENCUMBRANCE NUMBER: _____

**WORK ORDER 22-007 TO
ANNUAL CONTRACT R2020-1694
FOR ROOFING
PROJECT NAME: WATER UTILITIES DEPARTMENT, PLANT 5 REPUMP
STATION – ROOF & EXHAUST FANS REPLACEMENT
PROJECT NO. 2021-043237**

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 Atlas Apex Roofing, LLC, a Florida corporation, authorized to do business in the State of Florida, whose Federal ID# is 45-5199346 hereinafter referred to as “Contractor”.

WHEREAS, the Owner and Contractor acknowledge and agree that the Contract between Owner and Contractor dated 11/17/20 (R2020-1694) (“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 Roofing between Owner and Contractor, the Contractor was the lowest, responsive, responsible Bidder in the amount of **\$230,000.00** for the construction costs of removing existing roof system and furnishing and installing a new roof system and replacement of exhaust fans 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 **120** calendar days of permit issuance. Liquidated Damages are \$80/day for failure to achieve certification of substantial completion within the contract time or approved extension thereof.

4. APIs. The APIs applicable to this Contract are attached hereto.

5. EBO Participation to Date. To date Contractor has achieved 0% SBE subcontracting participation on this Contract. Contractor will provide 0% on this Work Order.

6. Attachments. The following attachments are attached hereto and incorporated herein by reference:

Bid Form
EBO Schedules 1 and 2

Project Name: WUD, Plant 5 Repump Station – roof & exhaust fans replacement
Project No. 2021-043237

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

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

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

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

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

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

The following General Condition is added to the General Conditions:

GC 83 E-VERIFY - EMPLOYMENT ELIGIBILITY

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

83.2 Contractor shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. Contractor shall maintain a copy of any such affidavit from a subcontractor for, at a

Project Name: WUD, Plant 5 Repump Station – roof & exhaust fans replacement
Project No. 2021-043237

minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.

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

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

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

8. Except as modified herein, the Contract remains in full force and effect. All capitalized terms herein shall have the same meaning as set forth in the Contract.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.

Project Name: WUD, Plant 5 Repump Station – roof & exhaust fans replacement

Project No. 2021-043237

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

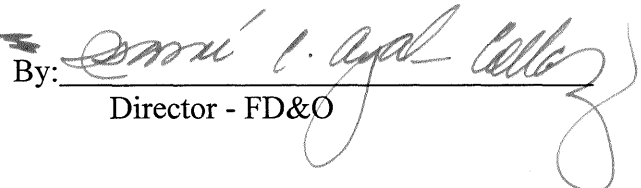
By: _____
Deputy Clerk

By: _____
, Mayor

APPROVED AS TO
LEGAL SUFFICIENCY

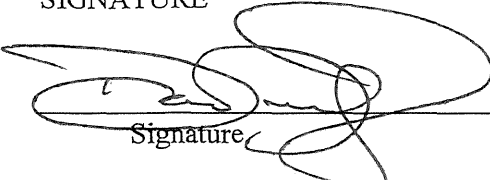
APPROVED AS TO TERMS
AND CONDITIONS

By:  _____
County Attorney

By:  _____
Director - FD&O

Project Name: WUD, Plant 5 Repump Station – roof & exhaust fans replacement
Project No. 2021-043237

WITNESS: FOR CONTRACTOR
SIGNATURE



Signature

Daniel Neely

Name (type or print)

CONTRACTOR:

ATLAS APEX ROOFING LLC

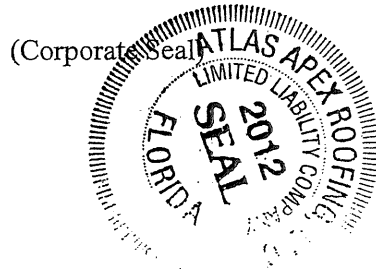
Signature

HENRY GEMBALE

Name (type or print)

PRES

Title



BID FORM

PROJECT NUMBER: 2021-043237

PROJECT NAME: WUD, Plant 5 Repump Station - Roof & Exhaust Fans Replacement

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

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

THE FOLLOWING MUST BE COMPLETED AND SIGNED BY CONTRACTOR

1. TOTAL QUOTE/BID AMOUNT \$ 230,000.00

Written amount Two Hundred Thirty Thousand Dollars & No Cents

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

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

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

comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2017-1770 as amended.

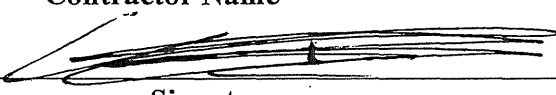
5. The Bidder shall be bound by the terms of its Bid for a period of one hundred twenty (120) calendar Days from the date of the bid opening and may not withdraw its Bid within that time period. If the County issues a Notification from Owner within the above 120-Day period, then the Bidder will be bound 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.

6. 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 # _____ dated _____ Addendum# _____ dated _____
Addendum # _____ dated _____ Addendum# _____ dated _____

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

7. 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: Atlas Apex Roofing, LLC
Contractor Name
3/9/2022 
Date Signature
Henry Gembala, V.P.
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: <u>WUD, Plant 5 Repump Station - Roof & Exhaust Fans Replacement</u> NAME OF PRIME RESPONDENT/BIDDER: <u>Atlas Apex Roofing, LLC</u> CONTACT PERSON: <u>Henry Gembala</u> SOLICITATION OPENING/SUBMITTAL DATE: <u>03/10/2022</u>	SOLICITATION/PROJECT/BID No.: <u>2021-043237</u> ADDRESS: <u>281 NE 32nd St. Oakland Park, FL 33334</u> PHONE NO.: <u>954-565-1567</u> E-MAIL: <u>estimating1@atlasapexusa.com</u> DEPARTMENT: <u>Procurement</u>
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PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME CONTRACTOR/CONSULTANT ON THIS PROJECT. PLEASE ALSO LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SUBCONTRACTORS/SUBCONSULTANTS ON THE PROJECT.

Name, Address and Phone Number	(Check all Applicable Categories)			DOLLAR AMOUNT OR PERCENTAGE OF WORK				
	Non-SBE	M/WBE	SBE	Black	Hispanic	Women	Caucasian	Other (Please Specify)
		Minority/Women Business	Small Business					
Prime: 1. Atlas Apex Roofing, LLC 281 NE 32nd Street Oakland Park, FL 33334	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	---	---	---	178,000	---
Subcontractor(s) if any: 2. CGR Construction Co., Inc. 250 A NE 32nd St. Oakland Park, FL	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	---	---	52,000	---	---
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	---	52,000	178,000	---
Total Bid Price \$ <u>230,000.00</u>				Total SBE - M/WBE Participation		<u>52,000</u>		

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


Signature

Vice President

Title

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

OEBO LETTER OF INTENT – SCHEDULE 2

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

SOLICITATION/PROJECT NUMBER: 2021-043237
 SOLICITATION/PROJECT NAME: WUD, Plant 5 Repump Station - Roof & Exhaust Fans Replacement

Prime Contractor: Atlas Apex Roofing, LLC Subcontractor: CGR Construction Co. Inc.

(Check box(s) that apply)

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

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

<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>
<input type="checkbox"/> Male <input checked="" type="checkbox"/> Female	<input type="checkbox"/> African-American/Black <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American	<input type="checkbox"/> Caucasian American <input type="checkbox"/> Supplier

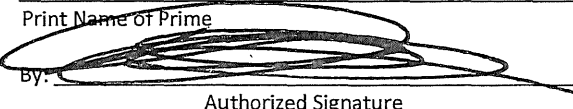
S/M/WBE PARTICIPATION – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any **S/M/WBE** participation may result in that participation not being counted. Specify in detail, the scope of work to be performed 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
	Mechanical				\$52,000

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: \$52,000.00

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

CGR Construction Co., Inc. Price or Percentage: \$52,000.00
 Name of 2nd/3rd tier Subcontractor/subconsultant

Atlas Apex Roofing, LLC
 Print Name of Prime
 By: 
 Authorized Signature
Henry Gembala
 Print Name
Vice President
 Title
 Date: 03/09/22

CGR Construction Co, Inc.
 Print Name of Subcontractor/subconsultant
 By: 
 Authorized Signature
Sheryl Rebosio
 Print Name
President
 Title
 Date: 03/09/22

ATTACHMENT "A"
**(for Asphalt, Demolition, Electrical, Flooring, HVAC, Low Voltage,
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.

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

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

 X **SBE Price Preference For Single Trade Construction**

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

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

PROJECT NUMBER: 2021-043237

PROJECT NAME: WUD, Plant 5 Repump Station - Roof & Exhaust Fans Replacement

DATE: March 9th, 2022

BID BOND

STATE OF FLORIDA

COUNTY OF PALM BEACH

KNOW ALL MEN BY THESE PRESENTS: That we, Atlas Apex Roofing, LLC
(hereinafter called "Principal"), and Philadelphia Indemnity 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: **WUD, Plant 5 Repump Station - Roof & Exhaust Fans Replacement, Project Number 2021-043237**, 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".

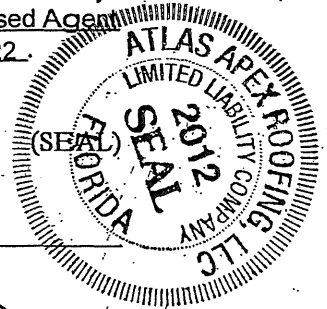
Bid Bond Must Contain Original Signatures. No Copies Will Be Accepted.

PROJECT NUMBER: 2021-043237

PROJECT NAME: WUD, Plant 5 Repump Station - Roof & Exhaust Fans Replacement

DATE: March 9th, 2022

IN WITNESS WHEREOF, the said Atlas Apex Roofing, LLC
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 Philadelphia Indemnity Insurance Company as "Surety"
herein, has caused these presents to be signed in its name, by its Attorney-in-Fact & FL Licensed Agent
_____, and attested by its corporate Seal, this 9th day of March, A.D., 20 22.



ATTEST:

[Signature]

Daniel Neely
Print Name

Atlas Apex Roofing, LLC
(Contractor Name)
[Signature]
By: _____
(Signature)

TITLE: Estimating Coordinator

Print Name and Title: Henry Gebala - V.P.

~~XXXXXX~~ WITNESS:

[Signature]

Margaert A. Schulz
Print Name

TITLE: CSR

(SEAL)
Philadelphia Indemnity Insurance Company
(Surety Name)
[Signature]
By: _____
(Signature)
Brett Rosenhaus
Attorney-in-Fact &
FL Licensed Agent
Print Name and Title:

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

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Brett Rosenhaus and Dale Allison Belis of Nielson, Rosenhaus & Associates, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.



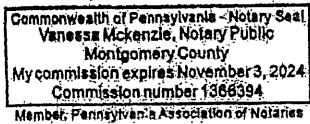
(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:

Vanessa McKenzie



residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 9th day of March, 2022.

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY



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

Contact: William Munker, Capital Improvements Division
Phone: (561) 233-0265
Project Title: WUD, Plant 5 Re-pump Station – Roof & Exhaust Fans Replacement
Project #: 2021-043237
Project Location: 9045 Jog Road, Boynton Beach, FL.

1. GENERAL

- a. The work covered by this Request for Quote consists of, but is not limited to, the furnishing of all labor, equipment, devices, tools, materials, transportation, professional services, supervision, drawings, permitting and all miscellaneous requirements to perform all operations necessary to accomplish the work set forth below and shall be considered part of the Scope of Work.
- b. Please reference the Annual Contract – Roofing for additional requirements.
- c. Work to be completed during the hours of 7:00 am to 5:00 pm, Monday through Friday.
- d. Contractor shall contact the Project Manager, within seventy-two (72) hours of Notice to Proceed to establish scheduling etc. required for project implementation.
- e. Work to be completed within one hundred twenty (120) days from permit issuance. Permit application is to be submitted by Contractor within five (5) days of Notice to Proceed and due diligence exercised to address all Building Department comments.
- f. Liquidated damages will accrue in the amount of \$80 per day.
- g. The Contractor will provide a Certificate of Occupancy or Certificate of Completion, as appropriate, obtained from the proper Building official, prior to processing of final payment.
- h. Contractor is responsible for obtaining all measurements during the site inspection.

2. SCOPE OF WORK

Remove existing roof system down to the concrete deck. Furnish and install a new **Johns Manville (JM) SBS Heat Weld Specifications 2FID-HW, or PBC approved equal, over min. 2.5 inches rigid insulation and .5 inch Secure Rock or PBC approved equivalent. (Basis for design).**

A. Demolition

Remove the existing roofing system completely to include all membrane flashing

and metal counter flashing down to the concrete deck and properly dispose of at an authorized landfill.

B. Build Up Roof (BUR)

- i. Starting at the low point of the deck, the Contractor shall install JM wood fiber, or PBC approved equal, cant strips and approved ISO ENRGY-3 min. 2.5 inches insulation with JM approved adhesive, or PBC approved equal, in accordance with the Building Code of Jurisdiction, System Specifications and Product Approval.
- ii. Install one layer of ½ inch JM Secure Rock in adhesive. All insulation joints shall be properly broke, no seam over seam.
- iii. The contractor shall install ½ inch tapered insulation to create crickets along the entire low point that will direct water to the drains. The crickets shall be min 8 ft. at the widest points.
- iv. The Contractor shall install one ply DynaWeld Base, or PBC approved equal, and one ply DynaWeld Cap FR, or PBC approved equal, to all field and flashing surfaces according to the specification. All field sheets to extend above the cant strip by 2 inches. All Flashings sheets shall be installed up over the parapet and onto the mansard deck at a min. of 3 inches.

C. Mansard Roof

- i. Remove the existing tile roofing system completely down to the wood deck and haul away all debris to an authorized landfill. Repair any rotted sheathing and re-nail to code.
- ii. The Contractor shall include a minimum of (6) six sheets of ¾ inch rated sheathing in this bid, additional sheets required shall be addressed by a fully executed change order.
- iii. The contractor shall install 30 lbs. felt nailed and tin tagged according to the Florida Building Code RAS 115.
- iv. The contractor shall install a layer of Titanium PSU30 Peel & Stick underlayment on top of the installed 30 lbs. according to the manufactures installation instructions.
- v. The contractor shall install a new Englert S 2000 .040 Aluminum 16 inches Metal Panel Roof System with SS screws and clips, or PBC approved equal, Kynar 500 Premium Paint Finish, or PBC approved equal, according to manufactures specifications. WUD shall select panel color.
- vi. New metal panel system shall include all materials, fasteners, flashings, closures, and seam tape to install a complete system. All exposed materials shall be color matched.

D. Wood Replacement

- i. The contractor shall include in bid, six (6) full sheets $\frac{3}{4}$ inch sheathing, additional sheets required shall be addressed by a fully executed change order.

E. Sheet Metal Flashing and Trim

- i. The contractor shall replace existing wall overflow scuppers with new 24 gauge welded stainless steel scuppers with a minimum 3 inches welded flanges on all sides connected to the existing down spouts.
- ii. The existing drains shall be cleaned of existing asphalt residue and reused. Existing bolts shall be removed and drain bowl tapped to receive new stainless steel bolts. A new 3 ft. x 3 ft. lead flashing shall be installed and primed with asphalt primer.
- iii. Vent through Roof (VTR) flashings shall be replaced with new JM Perma Flash flashing system.
- iv. All sheet metal flashing and trim shall be in strict accordance with the manufacturer's specifications. All work must meet the local building codes and comply with the recommendations of SMACNA's "Architectural Sheet Metal Manual" and the NRCA's "Roofing and Waterproofing Manual".
- v. Existing hurricane strapping on the exhaust fans shall be removed to allow new replacement.
- vi. All existing hurricane anchoring points shall receive new ChemCurb pitch pans and new pourable sealants, or PBC approved equal.
- vii. All sheet metal flashing and trim shall be in strict accordance with the manufacturer's specifications.
- viii. All work must meet the local building codes and comply with the recommendations of SMACNA's "Architectural Sheet Metal Manual" and the NRCA's "Roofing and Waterproofing Manual".

F. Exhaust Fans & Curbs

- i. The contractor shall remove seven existing Exhaust Fans and Curbs and replace with new to match existing openings.
- ii. New Fans shall be Greenheck, Twin City, or PBC approved equal, on new welded watertight aluminum curbs and will meet all building code requirements. New curbs shall meet all Roofing Manufacturer Flashing height requirements.
- iii. New fans shall match existing RPM, Horsepower, CFM, and Voltage

requirements (Like for Like) and shall be connected to the existing electrical circuits according to the NEC and Building Code of Jurisdiction.

- iv. New fans shall be complete with new automatic dampers and rooftop NEMA4 disconnects for servicing.

G. Wooden Nailer

Install new pressure treated 2-in x 6-in wood nailer as needed to the roof deck with ¼ inch tap cons spaced at 8 inches o.c. min staggered for the exhaust fans. Brake all wood joints.

H. Execution

- i. Comply with manufacturer's instructions and SMACNA's "Architectural Sheet Metal Manual" allowing for thermal expansion; set true and level as indicated. Install work with laps, joints, and seams permanently watertight and weatherproof; conceal fasteners where possible.
- ii. Roof-Edge Flashings: Secure metal flashings at roof edges according to FM Loss Prevention Data Sheet 1-49 for specified wind zone.
- iii. Expansion Provisions: Provide for thermal expansion of exposed sheet metal work.
- iv. Separations: Separate non-compatible metals or corrosive substrates with a coating of asphalt mastic or other permanent separation.
- v. Counter flashings: Coordinate installation with installation of assemblies to be protected by counter flashing. Install counter flashings in reglets or receivers.

I. Lightning Protection

Existing Lightning protection shall be disconnected, removed, and stored onsite to allow proper roof installations and shall be reinstalled after roof completion.

Reinstallation shall include new air terminals, cable, attachment plates and unions or connectors where needed or missing. The system once reinstalled shall be certified by a Florida licensed Lightning Protection Contractor and a copy of the recertification shall be provided to Palm Beach County before final payment.

3. SUBMITTALS

All submittals shall be sent to the Project Manager for approval. This includes, but is not limited to, products to be used, methods of installation and requests for information and/or clarification. All submittals must be made by the Contractor and must include all details necessary for the Project Manager and Palm Beach County to make any necessary determinations. A transmittal form must be included which clearly requests data or information and deviations from the contract requirements for which approval

is being requested. Failure to provide sufficient information will result in the rejection of the submittal. Where the specifications do not specify a brand name product or where a substitution of a product is not specifically prohibited, the Contractor shall submit their selected products for approval by the Project Manager. Such submittals shall include as much detail, and in a format, as required by the Project Manager, so as to allow the Project Manager to evaluate the proposed substitution.

4. CLEANING

- a. The contractor shall keep the worksite clean and free of debris during construction and remove all trash daily.
- b. Thoroughly clean the entire job area prior to requesting final inspection.
- c. Disposal of all hazardous equipment, chemicals, and components shall comply with all federal, state, and local guidelines.
- d. Remove bitumen from all finished surfaces. In areas where finished surfaces are soiled by asphalt or any other source of soiling caused by work of this section, consult Manufacturer of surfaces for cleaning advice and conform to those instructions.

5. PRODUCT INFORMATION

Johns Manville 2FID-HW modified SBS system or PBC approved equivalent. Englert S2000 16 inches .040 Aluminum Metal Roof System with Striations, or PBC approved equivalent.

6. 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.

7. TEMPORARY PROTECTION

- a. The Contractor shall protect all workers, staff and the general public, from injury.
- b. The Contractor shall coordinate and schedule all work with the Project Manager.
- c. The Contractor shall protect and cover the equipment and area surrounding the building from any damage. Any damage will be the repaired or replaced by the contractor prior to close out.

8. PROJECT CONDITIONS

Roofing materials containing asbestos must be removed under the continuous

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

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

Material and Equipment Staging areas shall be pre-approved by Palm Beach County.

9. PREPARATION

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

10. EXAMINATION

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

11. 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.

12. WARRANTY

A. BUR

The Contractor shall warranty the installation of the roofing work for a period of two (2) years from the Date of Final Acceptance of the work. The Contractor shall furnish a No Dollar Limit (NDL) twenty (20) years warranty, from the Manufacturer of the roofing system from deck to cap sheet. Prior to the Notice to Proceed being issued, the Contractor shall furnish to the Project Manager a Certification from the Roofing Manufacturer that the Contractor is certified to install the specified roofing system and that the Manufacturer shall issue the required warranty upon receipt of Notice to Proceed.

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

B. STANDING SEAM

The Contractor shall warranty the installation of all roofing work for a period of two (2) years from the Date of Final Acceptance of the work. The Contractor shall furnish a Level four (4) No Dollar Limit (NDL) twenty (20) years weather tightness warranty, from the roofing Manufacturer. Prior to the Notice to Proceed being issued, the Contractor shall furnish to the Project Manager a Certification from the Roofing Manufacturer that the Contractor is certified to install the specified roofing.

13. CLEAN UP

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

14. SECURITY

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

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

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



NHC

NIELSON, WOJTOWICZ, NEU & ASSOCIATES
A NIELSON HOOVER GROUP COMPANY

ACRISURE
AGENCY PARTNER

September 13, 2022

Atlas Apex Roofing, LLC
281 NE 32nd Street
Fort Lauderdale , FL 33334

Bond Number: PB12270900478
Obligee: Palm Beach County Board of County Commissioners
Description: WUD, Plant 5 Repump Station - Roof & Exhaust Fan Replacement

Bond Amount: \$230,000.00

Dear Ladies and Gentlemen:

Please supply us with the following information for the above captioned final bond:

Executed Contract with Date: X _____

This letter is also giving **Atlas Apex Roofing, Inc.**, as Principal and/or **Palm Beach County Board of County Commissioners** as Obligee, the authority to complete these bonds by dating the bonds with the contract date, execution and Power of Attorney dates. **The contract date MAY BE THE SAME date as the execution of the bond or PRIOR to the execution date of the bonds.**

We will forward this information onto your surety company upon our receipt. Please return as soon as possible.

Thank you for your cooperation.

Sincerely,

Brett Rosenhaus
Attorney-in-Fact

1000 Central Avenue
Suite 200
St Petersburg, FL 33705
P: 727 209 1803
F: 727 209 1335
W: nielsonbonds.com



CFN 20220287733

OR BK 33686 PG 0562
RECORDED 07/07/2022 14:07:25
Palm Beach County, Florida
Joseph Abruzzo, Clerk
Pgs 0562 - 566; (5pgs)

PUBLIC CONSTRUCTION BOND

BOND NUMBER PB12270900478

BOND AMOUNT \$230,000.00

CONTRACT AMOUNT \$230,000.00

CONTRACTOR'S NAME: Atlas Apex Roofing, LLC

CONTRACTOR'S ADDRESS: 281 NE 32nd Street
Fort Lauderdale, FL 33334

CONTRACTOR'S PHONE: 954-565-1567

SURETY COMPANY: Philadelphia Indemnity Insurance Company

SURETY'S ADDRESS: One Bala Plaza , Suite 100
Bala Cynwyd, PA 19004 -0950

SURETY'S PHONE: 610-206-7836

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: WUD, Plant 5 Repump Station – roof & exhaust fans replacement

PROJECT NUMBER: 2021-043237

CONTRACT NUMBER (to be provided after Contract award): R2020-1694

DESCRIPTION OF WORK: Remove existing roof system and furnish and install a new roof system
and replacement of exhaust fans

PROJECT ADDRESS, PCN, or LEGAL DESCRIPTION: _____

9045 S. Jog Rd., Boynton Beach

C6
7.7.22

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

Dollars \$230,000.00
Two hundred thirty thousand and 00/100

for the payment whereof Principal and Surety bind themselves, their heirs, personal representatives, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement entered into a contract with the County for

Project Name: WUD, Plant 5 Repump Station – roof & exhaust fans replacement
Project No.: 2021-043237
Project Description: Remove existing roof system and furnish and install a new roof system and replacement of exhaust fans
Project Location: 9045 S. Jog Rd., Boynton Beach

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 removing existing roof system and furnishing and installing a new roof system and replacement of exhaust fans, 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. THE PROVISIONS AND LIMITATIONS OF SECTION 255.05 FLORIDA STATUTES, INCLUDING BUT NOT LIMITED TO THE NOTICE TIME LIMITATIONS IN SECTIONS 255.05(2) AND 255.05(10), ARE INCORPORATED IN THIS BOND BY REFERENCE.

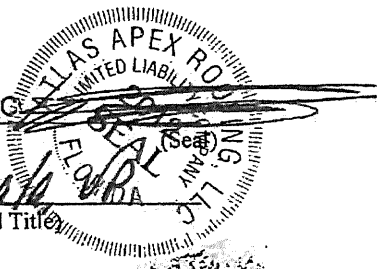
Any action brought under this instrument shall be brought in the court of competent jurisdiction in Palm Beach County and not elsewhere. Dated _____, 20__.

Diana Agliarisi
Witness

MARGARET A. SCHULZ
Witness Margaret A. Schulz

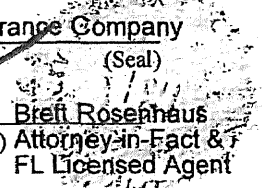
Atlas Apex Roofing, LLC
Principal

Henry Gembala
(Print Name and Title)



Philadelphia Indemnity Insurance Company
Surety

Brett Rosehaus
(Print Name and Title)



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

FORM OF GUARANTEE


GUARANTEE FOR Contractor Name: Atlas Apex Roofing, LLC and Surety Name: Philadelphia Indemnity Insurance Company


We the undersigned hereby guarantee that the (WUD, Plant 5 Repump Station – roof & exhaust fans replacement; #2021-043237) 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

Atlas Apex Roofing
(Contractor Name)
By: 
(Contractor Signature)
Harry Gambale, VP
(Print Name and Title)

Philadelphia Indemnity Insurance Company
(Surety Name) (Seal)
By: 
(Surety Signature)
Brett Rosenhaus
Attorney-in-Fact &
FL Licensed Agent
(Print Name and Title)

MUST CONTAIN ORIGINAL SIGNATURES, NO COPIES WILL BE ACCEPTED

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Brett Rosenhaus and Dale Allison Belis of Nielson, Rosenhaus & Associates**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$50,000,000**.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.



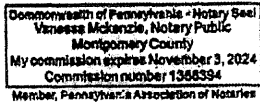
(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:

Vanessa McKenzie



residing at:

Bala Cynwyd, PA

My commission expires:

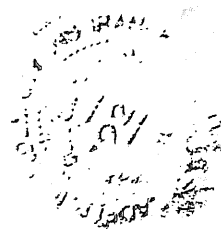
November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this _____ day of _____, 20__.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY



STATE OF FLORIDA - PALM BEACH COUNTY
I hereby certify that the foregoing is a true copy of the record in my office with redactions, if any as required by law.

THIS 7th DAY OF July, 2022

JOSEPH ABRUZZO
CLERK OF THE CIRCUIT COURT & COMPTROLLER

By:
Deputy Clerk



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/12/2022

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

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

PRODUCER Frank H. Furman, Inc. 1314 East Atlantic Blvd. P. O. Box 1927 Pompano Beach FL 33061		CONTACT NAME: PHONE (A/C, No, Ext): (954) 943-5050 FAX (A/C, No): (954) 942-6310 E-MAIL ADDRESS: jhaase@furmaninsurance.com	
INSURED Atlas Apex Roofing LLC 281 NE 32 ST Ft Lauderdale FL 33334		INSURER(S) AFFORDING COVERAGE INSURER A: Valley Forge Ins NAIC # 20508 INSURER B: Continental Insurance Co 35289 INSURER C: Columbia Casualty 31127 INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: Oct 22 GL AI WC XS CEO REVISION NUMBER:

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

INSTR 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 <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Included <input checked="" type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		6020176844	10/1/2022	10/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OPAGG \$ 2,000,000 Employee Benefits \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			6020180618	10/1/2022	10/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			7015423158	10/1/2022	10/1/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC620189478	10/1/2022	10/1/2023	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Contractors Errors & Omissions with Pollution/Mold			6016735309	10/1/2022	10/1/2023	Per Claim 1,000,000 Aggregate 1,000,000

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

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

CERTIFICATE HOLDER

THearn@pbcgov.org

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Tina Mangum/MR

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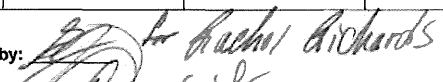

ACORD 25 (2014/01)
 INS025 (201401)

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PRE-BID Mandatory
 PM: William Munker, FSPM
 ANNUAL: ROOFING
 API: Price Preference

BID SUMMARY

Project Name:	WUD, Plant 5 Repump Station - Roof & Exhaust Fans Replacement						
Project Number:	2021-043237						
Bid Opening Date:	03/10/22						
CONTRACTOR	Atlas Apex Roofing, LLC	Grace Roofing & Sheet Metal Enterprise LLC dba Grace Roofing & Sheet Metal Enterprise	Garabar, Inc.				
Local Bidder	NON-LOCAL	NON-LOCAL	LOCAL				
Prime S/M/WBE	NON-SBE	NON-SBE	NON-SBE				
BID1	\$0.00	\$0.00	\$0.00				
BID2	\$0.00	\$0.00	\$0.00				
BID	\$230,000.00	\$244,793.35	\$253,150.00				
BID BOND	Yes	Yes CC# 1177228537 \$12500.00	Yes				
SBE SCHEDULE 1 <small>(Shell list the S/M/WBE Prime and the names of all subcontractors regardless of S/M/WBE.)</small>	Satisfactory	Satisfactory	Satisfactory				
SBE PARTICIPATION	0.00%	0.00%	1.38%				
SBE SCHEDULE 2 <small>(A separate Schedule 2 must be included for each subcontractor, signed by subcontractor and Prime Contractor.)</small>	Satisfactory	Did not provide separate Schedule 2 for subcontractor(s)	Satisfactory				
COMMENTS:							

Bid Documents opened by: 
 Bids Documents recorded by: 

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

ATTACHMENT # 4

ATTACHMENT # 5

PALM BEACH COUNTY
 FACILITIES DEVELOPMENT & OPERATIONS DEPARTMENT
 COMPETITIVE QUOTATION COMPARISON

Project Name: **WUD, Plant 5 Repump Station - Roof & Exhaust Fans Replacement**
 Project Number: 2021-043237

SOLICITATION DATE: Thursday, February 17, 2022

QUOTATION RECEIPT DATE: Thursday, March 10, 2022

	Vendor	Dollar Quotation	Comments (SBE)
1	Atlas Apex Roofing, LLC	\$230,000.00	0.00%
2	Grace Roofing & Sheet Metal Enterprise LLC dba Grace Roofing &	\$244,793.35	0.00%
3	Garabar, Inc.	\$253,150.00	1.38%

Bid opened by: *[Signature]* 3/11/22 Bid recorded by: *[Signature]* 3/11/22
SIGNATURE DATE SIGNATURE DATE

COMMENTS:

ESTIMATE: N/A

THE RECOMMENDED CONTRACTOR'S AND ANY LISTED SUB-CONTRACTORS(S) LICENSE(S) ARE CURRENT AND IN COMPLIANCE WITH PALM BEACH COUNTY REQUIREMENTS. *[Signature]*

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

BASED ON A REVIEW OF THE ABOVE-LISTED QUOTATIONS, IT IS CONCLUDED THAT: **Atlas Apex Roofing, LLC** PROVIDED THE LOWEST RESPONSIVE AND RESPONSIBLE QUOTATION.

<u><i>Charles [Signature]</i></u> Signature	<u>3.15.2022</u> Date
<u><i>[Signature]</i></u> Approved	<u>3.22.22</u> Date

