Agenda Item #: 3H-2

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date: October 22, 2024 [X] Consent [] Regular [] Workshop [] Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Work Order No. 24-007 (Work Order) to the annual roofing contract (R2021-0330) with Grace Roofing & Sheet Metal Enterprise LLC dba Grace Roofing & Sheet Metal Enterprise (Contractor) in the amount of \$935,000 for the Water Treatment Plant (WTP) No. 8 Roof and Exhaust Fans Replacement project for a period of 150 calendar days from notice to proceed.

Summary: The existing roofing systems at WTP No. 8 buildings A, U and D, located at 1500 North Jog Road, West Palm Beach, are vulnerable to adverse weather conditions as the roofs are approximately 18-24 years old and have outlived their useful life, are noncompliant with the current Florida Building Code, have experienced numerous roof leaks and are in need of replacement. Additionally, the exhaust fans on pump building A is in need of replacement. The existing roofing systems at buildings A, U and D will be completely removed and replaced with new roofing systems, associated accessories and hardening required for compliance with the current Florida Building Code. The Work Order authorizes the construction services necessary to furnish all labor, equipment, devices, tools, materials, transportation, professional services, supervision, drawings, permitting and all miscellaneous requirements necessary for the WTP No. 8 Roof and Exhaust Fans Replacement project. The new roofing systems will provide better weather protection and also achieve compliance with the current Florida Building Code. 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 150 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 \$180 per day. This Work Order was solicited pursuant to the annual roofing contract and the requirements of the Equal Business Opportunity (EBO) Ordinance. The annual roofing contract was presented to the Goal Setting Committee on July 15, 2020 and the Committee established Affirmative Procurement Initiatives (APIs) of sheltered market for projects less than \$100,000 (when three (3) or more small businesses are qualified under the annual contract) or a Small Business Enterprise (SBE) contractor will be given a price preference if its bid is within 10% of the lowest non-small business bid for projects \$100,000 or greater. Since this project is greater than \$100,000, the SBE price preference API was applied. There is no SBE participation on this Work Order. To date, the overall SBE participation on the annual roofing contract is 21.01%. Funding for this project is from the WUD Operation & Maintenance Fund. (Capital Improvements Division) District 2 (MWJ)

Background & Justification: This project was openly, competitively advertised and procured. Bids for this project were opened on July 11, 2024 and the Contractor submitted the lowest responsive and responsible bid of the six (6) bids received. The new roofing systems will provide better weather protection and also achieve compliance with the current Florida Building Code.

Attachments:

- 1. Location Map
- 2. Budget Availability Statement
- 3. Work Order No. 24-007
- 4. Bid Summary
- 5. Annual Contract Roofing #2020-041631 Control Sheet

Recommended by:	some 1. eyal lallo	9/18/24
-	Department Director	Date
Approved by:	Chate	10/4/24
	County Administrator	Date

II. FISCAL IMPACT ANALYSIS

II. <u>FISCAL IMPACT ANALYSIS</u>					
A. Five Year Summary of Fi	scal Impact:				
Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures Operating Costs External Revenues Program Income (County) In-Kind Match (County)	\$935,000 				
NET FISCAL IMPACT # ADDITIONAL FTE POSITIONS (Cumulative)	<u>\$935,000</u>	_0_	-0-	_0_	_0-
Is Item Included in Current Bu Is this item using Federal Funds Is this item using State Funds?			Yes Yes	No NoX	
Budget Account No:					
Fund 4001 Dept 720 Unit	2410 Ob j	<u>ject</u> 4615			
CONSTRUCTION STAFF COSTS CONTINGENCY TOTAL	\$935,000.00 \$ 0.00 \$ 0.00 \$935,000.00	! !			
B. Recommended Sources of	Funds/Sumn	nary of Fis	scal Impact:		
Funding for this project is f	rom the WUD	Operation	& Maintenance	Fund.	
C. Departmental Fiscal Review:					
III. <u>REVIEW COMMENTS</u>					
A. OFMB Fiscal and/or Contract Development Comments: A. OFMB Fiscal and/or Contract Development Comments:					
B. Legal Sufficiency:					
Assistant County Attorney					

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

C.

ATTACHMENT #1

LOCATION MAP

2020-043309

Project No: Project Name:

Location:

WTP #8 Roof & Exhaust Fans Replacement 1500 N. Jog Road, West Palm Beach, Florida 33417



BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 8/13/2024	PHONE: (561)233-0265
PROJECT MANAGER: William Munker, Project Manager	
PROJECT TITLE: WTP #8 Roof & Exhaust Fans Replacement (Same as CIP or IST, if applicable)	
ORIGINAL CONTRACT AMOUNT:	IST PLANNING NO.: BCC RESOLUTION#: R2021-0330
REQUESTED AMOUNT: \$935,000.00	DATE:
eFDO # / PROJECT NUMBER: 2020-043309 / P-2024-002735	
W.O. NUMBER: 24-007	
CSA or CHANGE ORDER NUMBER:	
SERVICE LOCATION: 1500 North Jog Rd, West Palm Beach, FL	
BUILDING NUMBER: 0	
CONSULTANT/CONTRACTOR: Grace Roofing & Sheet Metal Enterpri Enterprise	se LLC dba Grace Roofing & Sheet Metal (Roofing)
PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO CONSULTANT/CONTRACTOR: To furnish all material, labor, supervis reasonably incidental to remove and replace the roofs on buildings 685 & provided by Capital Improvements Division.	BE PROVIDED BY THE sion, permits and supplies necessary and
CONSTRUCTION \$935,000.00 PROFESSIONAL SERVICES \$ STAFF COSTS* \$ EQUIP. / SUPPLIES \$ CONTINGENCY \$ TOTAL \$935,000.00	·
* By signing this BAS your department agrees to these CID staff charges and your by FD&O. Unless there is a change in the scope of work, no additional staff char costs of \$250,000 or greater, staff charges will be billed as actual and reconciled Facilities Management or ESS staff your department will be billed actual hours w	ges will be billed. If this BAS is for construction at the end of the project. If the project requires
BUDGET ACCOUNT NUMBER(S) (Specify distribution if more than	one and order in which funds are to be used);
FUND: 4001 DEPT: 770 UNIT: 341	0 овл: 4615
IDENTIFY FUNDING SOURCE FOR EACH ACCOUNT: (check an	<u>d</u> provide detail for <u>all</u> that apply)
☐ Ad Valorem (Amount \$) ☐ Infrastructur	e Sales Tax (Amount \$
	rce/type: (Amount \$)
	(Amount \$
DEPARTMENT: WATA Vtilite,	
BAS APPROVED BY: In Egyita	DATE 8/13/3034
ENCUMBRANCE NUMBER:	· · · · · · · · · · · · · · · · · · ·

WORK ORDER 24-007 TO ANNUAL CONTRACT R2021-0330 FOR ROOFING

PROJECT NAME: WTP #8 ROOF & EXHAUST FANS REPLACEMENT PROJECT NO. 2020-043309

THIS WORK ORDER is made as of Work 22,7024 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 Grace Roofing & Sheet Metal Enterprise LLC dba Grace Roofing & Sheet Metal Enterprise, a Florida Limited Liability Company, authorized to do business in the State of Florida, whose Federal ID# is 26-3981778 hereinafter referred to as "Contractor".

WHEREAS, the Owner and Contractor acknowledge and agree that the Contract between Owner and Contractor dated 3/9/2021 (R2021-0330) ("Contract") is in full force and effect and that this Work Order incorporates all the terms and conditions of the Contract 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 \$935,000.00 for the construction costs of To furnish all material, labor, supervision, permits and supplies necessary and reasonably incidental to remove and replace the roofs on buildings 685 & 1179 per Attachment "C" and addenda 1 and 2 provided by Capital Improvements Division.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 150 calendar days from notice to proceed. Liquidated Damages are \$180/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:

1

Bid Form
EBO Schedules 1 and 2
APIs
Addenda 1 and 2
Bid Bond/Security
Project Requirements
Public Construction Bond
Form of Guarantee
Insurance Certificate(s)

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

Pursuant to section 255.0992, Florida Statutes, the County's Living Wage Ordinance shall not apply to this Invitation for Quote/Bid and any resulting Work Order(s), notwithstanding any provision of an existing Annual Contract to the contrary, including, but not limited to, the Instructions to Bidders, the General Conditions to the Annual Contract and the Certification of Compliance with the Living Wage Ordinance.

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:

Worker's Compensation and Employer's Liability	
Coverage not less than	statutory
Employer's Liability Limits	\$500,000/\$500,000/\$500,000

The following General Condition is added to the General Conditions:

GC 84 <u>INTERACTIONS WITH COUNTY STAFF</u>

In all interactions with County staff, Contractor and its employees will conduct themselves in a professional manner at all times and treat County staff with respect and dignity. Use of offensive and demeaning language will not be tolerated. Failure to comply with this requirement will be

considered a default under this Contract and may result in termination of this Contract.

GC 85 <u>DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN</u> <u>COUNTRIES OF CONCERN</u>

Pursuant to F.S. 286.101, as may be amended, by entering into a contract or performing any work in furtherance thereof, the Contractor certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

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:

WTP #8 Roof & Exhaust Fans Replacement

Project Number:

2020-043309

County Attorney

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:	By:		
Deputy Clerk	Maria Sachs, Mayor		
A PRO OVER A C TO	A DDD OXYED A G TO TOTAL CO		
APPROVED AS TO LEGAL SUFFICIENCY	APPROVED AS TO TERMS AND CONDITIONS		
Rv. M	p Dome 1. anal Colle		

Director - FD&Ø

Project Name:

WTP #8 Roof & Exhaust Fans Replacement

Project Number:

2020-043309

WITNESS: FOR CONTRACTOR

CONTRACTOR: GRACE ROOFING & SHEET METAL ENTERPRISE LLC DBA GRACE ROOFING & SHEET METAL **ENTERPRISE**

SIGNATURE

Signature

Signature

Name (type or print)

EBORAH FOR BUSH
Name (type or print)

MEMBER

(Corporate Seal)



Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Limited Liability Company
GRACE ROOFING & SHEET METAL ENTERPRISE LLC

Filing Information

Document Number

L08000118032

FEI/EIN Number

26-3981778

Date Filed

12/29/2008

State

FL.

Status

ACTIVE

Last Event

LC AMENDMENT AND NAME CHANGE

Event Date Filed

03/15/2018

Event Effective Date

NONE

Principal Address

12500 NW 35th Street Coral Springs, FL 33065

Changed: 04/29/2022

Mailing Address

12500 NW 35th Street Coral Springs, FL 33065

Changed: 04/24/2019

Registered Agent Name & Address

FORBUSH, DEBORAH 12500 NW 35th Street Coral Springs, FL 33065

Name Changed: 04/25/2023

Address Changed: 04/24/2019

Authorized Person(s) Detail

Name & Address

Title AMBR

FORBUSH, DEBORAH 12500 NW 35th Street Coral Springs, FL 33065

Title AMBR

ALDRED, JEFFREY 12500 NW 35th Street Coral Springs, FL 33065

Annual Reports

Report Year	Filed Date
2022	04/29/2022
2023	04/25/2023
2024	04/29/2024

Document Images

04/29/2024 ANNUAL REPORT	View image in PDF format
04/25/2023 ANNUAL REPORT	View image in PDF format
04/29/2022 ANNUAL REPORT	View image in PDF format
03/12/2021 ANNUAL REPORT	View image in PDF format
06/13/2020 ANNUAL REPORT	View image in PDF format
04/24/2019 ANNUAL REPORT	View image in PDF format
03/15/2018 - LC Amendment and Name Change	View image in PDF format
02/09/2018 ANNUAL REPORT	View image in PDF format
08/18/2017 LC Amendment	View image in PDF format
04/26/2017 ANNUAL REPORT	View image in PDF format
10/24/2016 LC Amendment	View image in PDF format
08/08/2016 LC Amendment	View image in PDF format
05/17/2016 ANNUAL REPORT	View image in PDF format
03/22/2015 ANNUAL REPORT	View image in PDF format
04/28/2014 ANNUAL REPORT	View image in PDF format
04/30/2013 ANNUAL REPORT	View image in PDF format
04/30/2012 ANNUAL REPORT	View image in PDF format
04/13/2011 ANNUAL REPORT	View image in PDF format
10/04/2010 LC Amendment	View image in PDF format
05/03/2010 — ANNUAL REPORT	View image in PDF format
05/01/2009 ANNUAL REPORT	View image in PDF format
12/29/2008 Florida Limited Liability	View image in PDF format

QUOTE/BID FORM

PROJECT NUMBER:

2020-043309

PROJECT NAME:

WTP #8 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	\$ 935,000.00
Written amount Nine Hundred and Thirty Five The	ousand Dollars
2. Bidder commits to achieving the APIs applicable A and as submitted on its EBO Schedules 1 and 2.	to this solicitation as designated on Attachment
3. Is the Bidder a Palm Beach County certified S/M	/WBE? Yes No_X

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

Quote/Bid Form Page 1

Form Rev. 1/8/24 Quote/Bid Form - NonFederal

- 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 # One	dated _	6/11/2024	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:	Grand Boofing & Shoot Matel Entermine	
_	Grace Roofing & Sheet Metal Enterprise Contractor Firm Name	
7/11/2024		
Date	√ Signature	-
	Deborah Forbush, Member	
	Print Name and Title	

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

Quote/Bid Form Page 2

Form Rev. 1/8/24 Quote/Bid Form - NonFederal

Diana Delrio Cabrera D.

From: FDO-CID-Bids

Sent: Thursday, August 8, 2024 1:17 PM

To: 'Estimating@graceroofing.net'; 'Grace Roofing & Sheet Metal Enterprises LLC';

'jdaldred@graceroofing.net'; 'Atlas Apex Roofing, LLC'; 'marketing@t-and-g.com'; 'arj@rcu-inc.com'; 'Roofing Concepts Unlimited'; 'A-1 Property Services Group, Inc.';

'Mike Daley (Estimating@hi-techroofing.com)'

Cc: William Munker; Gigi Jones

Subject: 2020-043309 WTP #8 Roof & Exhaust Fans Replacement Bid Summary

Attachments: 2020-043309 Approved Bid Summary.pdf

Importance: High

Good afternoon,

Attached is the approved Bid Summary and the award recommendation for the above referenced project opened on July 11, 2024.

Please contact us with any questions and thank you for participating in our process.



Kind regards,

Diana Del Rio Cabrera

Procurements Specialist | Capital Improvements Division Palm Beach County Facilities Development & Operations 2633 Vista Parkway | West Palm Beach, FL 33411

Need Forms? Click on the link below. <u>Capital Improvements Forms</u>

Under Florida's public records laws, please be advised that this email and all information herein, including any attachments, will become a public record unless covered by a statutory exemption.

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

PROJECT NUMBER: <u>2020-043309</u>

PROJECT NAME: WTP #8 Roof & Exhaust Fans Replacement

DATE: July 11, 2024

BID BOND

STATE OF FLORIDA

COUNTY OF PALM BEACH

KNOW ALL MEN BY THESE PRESENTS: That we,	
GRACE ROOFING & SHEET METAL ENTERPRISE LLC	(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") i	n the sum of
Five Percent of Amount Bid Dollars,(\$	
is at least 5% of the bid price), lawful money of the U	Jnited States of America, for the payment of which
sum will and truly to be made, we bind ourselves, our he	irs, executors, administrators and successors, jointly
and severally, firmly be these presents;	
	•
CONTINUE AND A SECURITY OF A S	

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: (Project Name: WTP #8 Roof & Exhaust Fans Replacement and Number: 2020-043309), 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.

Bid Bond / Page 1

Form Rev. 1/8/24 Bid Bond - NonFederal

PROJECT NUMBER: 2020-045509		
PROJECT NAME: WTP #8 Roof & Exhaust Fans Re	placement	
DATE:July 11, 2024		
IN WITNESS WHEREOF, the said	GRACE ROOFING & SHEET METAL ENTERF	PRISE LLC
as "Principal" herein, has caused these presents to be s		
, and attested by its		under
the corporate seal, and the saidUnited States Fire Insuran	nce Company	_ as "Surety"
herein, has caused these presents to be signed in its na		30 24
, and attested by its corporate Seal, this 11	day of July , A.D.,	20_24
ATTEST:		(SEAL)
\sim		(11111)
	GRACE ROOFING & SHEET METAL EN	TERPRISE LLC
(Witness Signature)	(Contractor Firm Name)	
JEFFREY ALDRED		
Print Name	By:	
	(Signature)	
Y# (+ 0 (0	, ,	
TITLE: MEMBER	DEBORAH FOR BUSH Print Name and Title:	Member
	Print Name and Title:	$\mathcal{L}_{i} = \mathcal{L}_{i}$
•		
ATTEST:		(SEAL)
		(1,72,12)
See Attached Power-Of-Attorney	United States Fire Insurance Company	
(Witness Signature)	(Surety Name)	
		1110
See Attached Power-Of-Attorney	/	M
Print Name	By:	
	(Signature)	V
TITLE: ***See Attached Power-Of-Attorney***	Layne Holmes [Attorney-In-Fact]	
	Print Name and Title:	

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

Bid Bond / Page 2

Form Rev. 1/8/24 Bid Bond - NonFederal

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

61330

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

Michael A. Holmes, James Murphy, Layne Holmes

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

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

This Power of Attorney 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



State of New Jersey}
County of Morris

Matthew E. Lubin, President

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 OF NEW JERSEY Comunication # 50125833 My Commission Expires 4772025

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 11 day of July 20 24.

Mehad Cfay Michael C. Fay, Senior Vice President

UNITED STATES FIRE INSURANCE COMPANY

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 \(\sigma\). 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 multitrade) 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.

OEBO SCHEDULE 1

LICITATION/PROJECT/BID NAME: WTP #8 Roof & Exhaust Fans Replacement				nt s	OLICITATION/	/PROJECT/BID I	NO.: 2020-	.: 2020-043309						
7/11/202 SOLICITATION OPENING/SUBMITTAL DATE:	4				COUNTY DEPARTMENT:									
Section A PLEASE LIST THE DOLLAR AMOUNTAIN PRIME RESPONDENT/BIDDER: Grace Roof	UNT OR PERC			то ве сомі				NSULTANT* ON Street, Cora						
CONTACT PERSON: Deborah Forbush				PHONE I	954 - 73		E-MAI	L:_dforbush@)graceroo	fing.net				
PRIME'S DOLLAR AMOUNT OR PERCENTAGE OF WOR *SMWBE Primes must include their percentage or dollar am	***************************************	tal Particip	ation line u		Non-SB			BE						
Section B PLEASE LIST THE DOLLAR AMOU	JNT OR PERC	CENTAGE	OF WORK	TO BE COM	PLETED BY <u>ALI</u>	L SUBCONTRAC	TORS/SUBC	ONSULTANTS (ON THE PRO.	IECT BELOW:				
Subcontractor/Sub consultant Name	(Check a	• •	le Categori	·	DOLLAR AMOUNT OR PERCENTAGE OF WORK									
DIRECTION: List Firm Name, Address, & Provide PBC Vendor ID#. (https://www.pbcgov.org/pbcvendors)	Non-SBE	MBE Minority Business	WBE Women Business	<u>SBE</u> Small Business	Black	Hispanic	Women	Caucasian	Asian	Other				
Kool Flow Inc - 5945 SW 21st Street, West Park, FL 1. 33023. Vendor ID: VS0000023266	1	No. of Contract of	an mu		143,000			***************************************						
2.	50 50 50 50 50 50 50 50 50 50 50 50 50 5	and the later of t	Table of the state											
3.			2000 to 1000 t	**************************************										
4.		4 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6	3,000											
5.		and the second												
(Please use additional sheets if necessary)				Total	935,000	h			<u> </u>	<u> </u>				
otal Bid/Offer Price \$ <u>935,000</u>				Total	Tota	I Certified S/M/W	BE Participation	s <u>0.00</u>						
hereby certify that the above information is accurate to the bes	t of my knowled	_{lge:} Del	oorah l	Forbush	1)		7.		lember					
				Name & Author				***************************************		Title				

Note:

- 1. The amount listed on this form for a Subcontractor/sub consultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.
- 2. Only those firms certified by Palm Beach County at the time of solicitation opening or due date are eligible to meet the established OEBO Affirmative Procurement Initiative (API). Please check the applicable box and list the dollar amount or percentage under the appropriate demographic category.
- 3. Modification of this form is not permitted and will be rejected upon submittal.

OEBO LETTER OF INTENT - SCHEDULE 2

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

Subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal. SOLICITATION/PROJECT NUMBER: 2020-043309 SOLICITATION/PROJECT NAME: WTP #8 Roof & Exhaust Fans Replacement Prime Contractor: Grace Roofing & Sheet Metal Enterprise Subcontractor: (Check box(s) that apply) □SBE □WBE □MBE □M/WBE ☑Non-S/M/WBE Date of Palm Beach County Certification (if applicable): The undersigned affirms they are the following (select one from each column if applicable): Column 1 Column 2 Column 3 ☐Male ☑ Female ☑ African-American/Black ☐ Asian American ☐ Caucasian American ☐ Supplier ☐ Hispanic American ☐ Native American S/M/WBE PARTICIPATION - S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2. Line Item Description **Unit Price** Quantity/ Contingencies/ **Total Price/Percentage** Item Units **Allowances** Roofing 792,000 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: _ 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. Price or Percentage: Name of 2nd/3rd tier Subcontractor/subconsultant Grace Roofing & Sheet Metal Enterprise Print Name of Prime Print Name of Subcontractor/subconsultant **Authorized Signature** Authorized Signature Deborah Forbush Print Name **Print Name** Member Title Date: 7/11/2024 Date:

Revised 09/17/2019



Vendor Information

Vendor ID: VS0000018081

Legal Business Name: Grace Roofing & Sheet Metal Enterprise, LLC

Adress(es): 12500 NW 35th St, Coral Springs 33065-

12500 NW 35th St, Coral Springs 33065-

2415

12500 NW 35th St, Coral Springs 33065-

2415

Email(s): Estimating@graceroofing.net, droache@graceroofing.net, jdaldred@graceroofing.net

Alias/DBA:

Contact(s): DEBORAH ROACHE 9547337332

DEBORAH ROACHE

9547337332

JEFFREY ALDRED 9547337332

WebSite: www.graceroofing.net

rvices
Tile, Roof, Clay, Burnt Type (See 770-64 for Concrete Roofin
Roofing
Sheet Metal, Fabricated (Custom-Made Sheet Metal Items)
Sheet Metal, Fabricated
ROOFING MATERIALS AND SUPPLIES
Roofing, Gutters, and Downspouts Maintenance and Repair

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.

	ATION/PROJECT NUMBER: 2020-043309 ATION/PROJECT NAME: WTP #8 Roof & Exha	aust Fan	s Replace	ement	
Prime Co	ontractor: Grace Roofing & Sheet Metal Enter				
	oox(s) that apply) □WBE □MBE □M/WBE ☑Non-S/M/WBE D	ate of Palm B	each County C	ertification (if appli	cable):
	ersigned affirms they are the following (select one from	each columi	if applicable)	:	
<u>Column</u>	1 <u>Column 2</u>				Column 3
□Male	☑ Female ☑ African-American/Black ☐ ☐ Hispanic American ☐	Asian Ameri Native Amer		asian American	☐Supplier
properly to be pen	E PARTICIPATION – S/M/WBE Primes must document all wor executed Schedule 2 for any S/M/WBE participation may resu formed or items supplied with the dollar amount and/or perce a S/M/WBE is certified. A detailed proposal may be attached to	lt in that parti entage for eacl	cipation not bei n work item. S/	ng counted. Specify ir M/WBE credit will onl	detail, the scope of work
Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	Mechanical				143,000
	rsigned Subcontractor/subconsultant is prepared to self-perfolowing total price or percentage:	rm the above-	descrībed work	in conjunction with th	e aforementioned project
	lersigned intends to subcontract any portion of this work to a selow accompanied by a separate properly executed Schedul		ntractor/subco	nsultant, please list t	he business name and the
N:	ame of 2 nd /3 rd tier Subcontractor/subconsultant	Price o	or Percentage: _		
	Grace Roofing & Sheet Metal Enterprise	Koo	ol Flow In	c	
	Print Name of Prime	Print N	lame of Subcon	tractor/subconsultan	
	By: Authorized Signature	Ву: 🥂	avaise Hylton	ithorized Signature	
	Deborah Forbush	Gen	aise Hylton	ienonized Signature	
	Print Name	Print !			
	Member	PRF	SIDENT		
	Title	Title			
	Date: 7/11/2024		7/11/202	4	
				Rev	rised 09/17/2019



Vendor Information

Vendor ID: VS0000023266

Legal Business Name: Kool Flow Inc

Adress(es): 5945 SW 21st St, West Park 33023-3010 5945 SW 21st St, West Park 33023-3010 5945 SW 21st St, West Park 33023-3010

Email(s): service@koolflowair.com

Alias/DBA: Kool Flow Inc.

Contact(s): GERVAISE HYLTON 954-962-

8843

KOOL FLOW INC 9549628843

WebSite:

Commodity / Services

03100

AIR CONDITIONING, HEATING, AND VENTILATING EQUIPMENT, PARTS

8/16/2024 3:02:03 PM Page 1 of 1

CAPITAL IMPROVEMENTS DIVISION IFQ/B ATTACHMENT C PROJECT REQUIREMENTS Annual Contract - Roofing

Contact:

William Munker, Project Manager

Phone:

(561)233-0265

Project Title:

WTP #8 Roof & Exhaust Fans Replacement

Project #:

2020-043309

Project Location: 1500 North Jog, Delray Beach, FL

1. GENERAL

- a. The work covered by this Request for Quote consists of 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 a.m. to 5:00 p.m., 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 fifty (150) calendar days from 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 \$180 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

To remove and replace the roofs on buildings 685 & 1179 per the project requirements provided below:

- a. Remove existing roof systems on buildings A, U and D, per the construction documents attached.
- b. Install new roof systems, exhaust fan replacements and accessories as per

Page 1 of 4

3. **SUBMITTALS**

All submittals shall be sent to the Project Manager and Architect 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. LOGISTICS

- a. The contractor shall provide to the owner a comprehensive logistic plan, contractor fenced staging & storage area and project schedule for the entire project after award. The construction schedule shall be adjusted and updated as the project progresses.
- b. The plan shall include methods of removal including equipment and manpower needed to achieve the project.
- c. The plan shall also provide information about the safe removal of the roofing and the protection of workers, staff, existing sidewalks, landscaping and site.
- d. The contractor shall also provide information and requests pertaining to staging and storage area needs for the project to the County for approval.
- e. The contractor shall provide minimum forty-eight (48) hour notice of impromptu equipment, exhaust fan equipment removal or area shut downs needed to accomplish the project.
- f. The contractor shall provide their own electrical power for operation of equipment and tools unless otherwise approved by the County.

5. <u>MATERIALS</u>

a. All material shall meet or exceed Florida Building Code and product submittals.

- 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.
- c. Materials color options shall be presented to the County for final selection.

6. <u>TEMPORARY PROTECTION</u>

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

7. PROJECT CONDITIONS

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

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

8. PREPARATION

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

9. **EXAMINATION**

The roofing contractor along with the Architect and the Water Utilities Department shall attend a pre-construction meeting prior to construction. 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.

10. INSTALLATION

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

The Contractor or their representative shall attend by weekly construction meetings with the Owner and Architect as determined at the pre-construction kick off meeting.

11. WARRANTY

The Contractor shall warranty the installation of the roofing work for a period of two (2) years from the date of Final Acceptance of the work. In addition to all warranty's the Contractor shall furnish a No Dollar Limit (NDL) twenty (20) year warranty, from the Manufacturer of the roofing system from deck to cap sheet.

Prior to the Notice to Proceed being issued, the Contractor shall furnish to the Project Manager a Certification from the Roofing Manufacturer that the Contractor is certified to install the specified roofing system and that the Manufacturer shall issue the required warranty upon receipt of successful substantial completion.

12. CLEAN UP

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

The contractor shall provide a port o let for their employees while working on site. The location shall be pre-approved by Water Utilities and accessible for servicing.

13. **SECURITY**

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

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

BOARD OF COUNTY COMMISSIONERS PALM BEACH COUNTY, FLORIDA FACILITIES DEVELOPMENT AND OPERATIONS DEPARTMENT CAPITAL IMPROVEMENTS DIVISION

PROJECT NAME: WTP #8 Roof & Exhaust Fans Replacement
PROJECT NUMBER: 2020-043309

ADDENDUM NUMBER: ONE

DATE OF ISSUANCE: 06/11/2024

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. Acknowledge receipt of this addendum in the space provided on the "Bid Proposal Form." Failure to do so may subject the Bidder to disqualification.

This Addendum consists of one (1) page.

CHANGE TO INVITATION FOR QUOTE/BID

1. **Mandatory Pre-Bid Conference** – delete and replace with the following:

Mandatory Pre-Bid Conference. There will be a Mandatory Pre-Bid Meeting at Water Utilities (meet at main entrance), located at 1500 North Jog Rd, West Palm Beach, FL at 10:00 a.m. on June 14, 2024. The purpose of this pre-bid meeting will be to review the requirements for the project described in this Invitation for Quote/Bid. You must attend this meeting if you intend to bid this work.

IT IS REQUIRED THAT THIS ADDENDUM NO. ONE, 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:

END OF ADDENDUM 1



Palm Beach County **Compliance Summary Report**

Vendor Number	Vendor Name	AM Best Rating	Insurance Carrier	Policy #	Eff. Date	Exp. Date	Coverage	Contract Number	Contract Name
DX00001299	Grace Roofing & Sheet Metal Enterprise LLC		Compliant						
		Ap,X	National Specialty Insurance Company	GMI052201	3/4/2024	3/4/2025	Auto Liability		
		A-, VIII	Indemnity National Insurance Company	XS000119224	3/4/2024	3/4/2025	Excess Liability		
		A,XII	Kinsale Insurance Company	01002289181	3/4/2024	3/4/2025	General Liability		
		A+r, X	Bridgefield Casualty Insurance Company	19649010	7/31/2024	7/31/2025	Workers Comp		

Risk Profile:

Standard - Construction Services

Required Additional Insured: Palm Beach County Board of County Commissioners

Ownership Entity:



Brown & Brown, Inc.
1201 W. Cypress Creek Rd, Suite 130 (Zip: 33309)
P.O. Box 5727
Ft. Lauderdale, FL 33310-5727
954/776-2222 FAX 954/772-7542
Statewide 1-800/339-0259

REMINDER NOTICE

FLORIDA STATUTE 255.05(1)(A) REQUIRES ALL CONTRACTORS FURNISHING PERFORMANCE AND PAYMENT BONDS ON PUBLIC WORK TO RECORD THE BONDS.

THE ATTACHED "DUPLICATE ORIGINAL" BOND IS ENCLOSED FOR RECORDING PURPOSES. PLEASE HAVE THE ATTACHED BOND RECORDED WITH THE CLERK OF COURT IN THE COUNTY OF THE PROJECT LOCATION, AND RETURN A PHOTOCOPY OF THE RECORDED BOND (INCLUDING BOOK AND PAGE NUMBER) TO OUR OFFICE.

FAILURE TO RECORD THE PAYMENT BOND MAY CAUSE FLORIDA COURTS TO RULE THAT THE BOND BECOMES A "COMMON LAW BOND" REMOVING IMPORTANT DEFENSES FROM THE CONTRACTOR AND IT'S SURETY.

PLEASE DO NOT HESITATE TO CONTACT OUR OFFICE SHOULD YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE.



Brown & Brown, Inc 1201 W. Cypress Creek Rd, Suite 130 (Zip: 33309) P.O. Box 5727 Ft. Lauderdale, FL 33310-5727 954/776-2222 FAX 954/772-7542 Statewide 1-800/339-0259

August 26, 2024

Grace Roofing & Sheet Metal Enterprises LLC 12500 NW 35th ST Coral Springs, FL 33065

RE: WTP #8 Roof & Exhaust Fans Replacement [2020-043309]

To Whom It May Concern:

Enclosed please find the Form of Guarantee and Public Construction Bond for the above captioned project, per your request.

Please be advised that United States Fire Insurance Company hereby authorizes Palm Beach County to date the Power-Of-Attorney, the Public Construction Bond and the Form of Guarantee (upon substantial completion).

Should you have any questions in this regard, please do not hesitate to contact me at 1-800-648-9303.

Thank you for choosing Brown & Brown for your Surety Bonding needs.

Sincerely,

Layne Holmes

Layne Halmes

Manager, Surety Division

This is the *front page* of the performance/payment bond issued in compliance with Florida Statute Chapter 255.05

Surety Name:

United States Fire Insurance Company

305 Madison Avenue

Morristown, New Jersey 07960

973.490.6600

Bond Number:

602-200560-6

Contractor Name:

GRACE ROOFING & SHEET METAL ENTERPRISE LLC

12500 NW 35th Street Coral Springs, FL 33065

954.733.7332

Owner Name:

Palm Beach County Board of County Commissioners

Capital Improvements Division

2633 Vista Parkway

West Palm Beach, FL 33411

561.233.0261

Project Description:

To remove and replace the roofs on buildings 685 & 1179

Project # 2020-043309

Project Address:

1500 North Jog Rd

West Palm Beach, FL

Legal Description of Property: 1500 North Jog Rd, West Palm Beach, FL

This is the *front page* of the bond. All other pages are subsequent regardless of the pre-printed numbers.

PUBLIC CONSTRUCTION BOND

BOND NUMBER	602-200560-6
BOND AMOUNT	Nine Hundred Thirty-Five Thousand and 00/100 Dollars [\$935,000.00]
CONTRACT AMOUNT	Nine Hundred Thirty-Five Thousand and 00/100 Dollars [\$935,000.00]
CONTRACTOR'S NAM	TE: GRACE ROOFING & SHEET METAL ENTERPRISE LLC
CONTRACTOR'S ADD	RESS: 12500 NW 35th Street, Coral Springs, FL 33065
CONTRACTOR'S PHO	NE: <u>954.733.7332</u>
SURETY COMPANY:	United States Fire Insurance Company
SURETY'S ADDRESS:	305 Madison Avenue
	Morristown, New Jersey 07960
SURETY'S PHONE:	973.490.6600
	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: W	TP #8 Roof & Exhaust Fans Replacement
PROJECT NUMBER:	2020-043309
CONTRACT NUMBER	WORK ORDER 24-007 (to be provided after Contract award): [ANNUAL CONTRACT R2021-0330 FOR ROOFING]
DESCRIPTION OF WO	RK: _To remove and replace the roofs on buildings 685 & 1179
PROJECT ADDRESS, I	PCN, or LEGAL DESCRIPTION: 1500 North Jog Rd, West Palm Beach, FL
This Bond is issued in fa	vor of the County conditioned on the full and faithful performance of the

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 \$

\$935,000.00

[Nine hundred thirty-five thousand]

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:

WTP #8 Roof & Exhaust Fans Replacement

Project No.:

2020-043309

Project Description:

To remove and replace the roofs on buildings 685 & 1179

Project Location:

1500 North Jog Rd, West Palm Beach, FL

in accordance with Drawings and Specifications prepared by

NAME OF ARCHITECTURAL FIRM: SONG & ASSOCIATES INC

LOCATION OF FIRM:

1545 Centrepark Dr N, West Palm Beach

33401-7414

PHONE:

561-655-2423

which contract is by reference made a part hereof in its entirety, and is hereinafter referred to as the Contract.

- 1. THE CONDITION OF THIS BOND is that if Principal:
 - a. Performs the contract between Principal and County for the construction of removing and replacing the roofs on buildings 685 & 1179 per Attachment "C" and addenda 1 and 2 provided by Capital Improvements Division, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
 - b. 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
 - c. 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
 - d. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract,

Page 2 of 4

Form Rev. 1/8/24 Public Construction Bond

then this bond is void; otherwise it remains in full force.

Form Rev. 1/8/24 Public Construction Bond

- 2. 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, but failure of such notice shall not affect or be a defense or excuse to Surety's obligations under this bond.
- 3. 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.
- 4. 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.
- 5. 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.
- 6. Any action brought under this instrument shall be brought in a state court of competent jurisdiction in Palm Beach County and not elsewhere, and shall be construed in accordance with the laws of the State of Florida without regard to applicable principles of conflicts of law.

THIS BOND IS HEREBY AMENDED SO THAT THE PROVISIONS AND LIMITATIONS OF SECTION 255.05, FLORIDA STATUTES, ARE INCORPORATED HEREIN BY REFERENCE, AND 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, FLORIDA STATUTES.

Dated on, 20	PRINCIPAL: GRACE ROOFING & SHEET
	METAL ENTERPRISE LLC DBA GRACE
	ROOFING & SHEET METAL
SEFFREY ALDRED Littest as to the signature of Principal MEMBER	ENTERPRISE
	By: The
Attest as to the signature of Principal MEMBER Title	Signature
JEFFREY ALDRED	DEBORAH FORBUSH, MEMBER
Attest as to the signature of Principal	(Print Name and Title)
MEMBER	(SEAL)
Title	
	Address of Principal: 12500 NW 35th Street
	Page 3 of 4

Address of Witness:	Coral Springs, FL 33065	
	SURETY: United States Fire Insural	nce Company
	By:	
ρ	Signature	7
////	Layne Holmes [Attorney-In-Fact]	
Jamien Neil	(Print Name and	l'Ittle)
Attest as the signature of Surety		
Account Manager [Witness]	(SEAL)	
Title	A January of Commenters 205 No. 30 mg	1/ 3/ 1/20
Address of Witness: 1201 W. Cypress Creek RD	Address of Surety: 305 Madison A	venue
Suite 130, FT. Lauderdale, FL 33309	Morristown, New Jersey 07960	
IMPORTANT: Surety companies executing bonds must appear and remain on the U.S. Treasury Department's most current list (Federal		

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

BOND MUST CONTAIN ORIGINAL SIGNATURES. NO COPIES WILL BE ACCEPTED

Register) during construction, guarantee and warranty periods, and be authorized to transact

FIRST PAGE MUST BE COMPLETED

business in the State of Florida.

FORM OF GUARANTEE

GUARANTEE FOR Contractor Name: Grace Roofin & Sheet Metal Enterprise and Surety Name: United:	
We the undersigned hereby guarantee that the (WTI 2020-043309) Palm Beach County, Florida, which accordance with the plans and specifications; that the guaranties included in the Contract Documents. We together with any work of others which may be damag workmanship or materials within a period of one year above named work by the County of Palm Beach, Stat County of Palm Beach, ordinary wear and tear and unic correction work is started, it shall be carried through the state of the started of the s	we have constructed and bonded, has been done in work constructed will fulfill the requirements of the e agree to repair or replace any or all of our work, ged in so doing, that may prove to be defective in the from the date of Substantial Completion of all of the te of Florida, without any expense whatsoever to said usual abuse or neglect excepted by the County. When
In the event of our failure to acknowledge notice, and (5) working days after being notified in writing by County, Florida, we, collectively or separately, do her said defects repaired and made good at our expense therefore upon demand.	the Board of County Commissioners, Palm Beach eby authorize Palm Beach County to proceed to have
DATED	
(Date to be filled in at substantial completion)	•
SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY	GRACE ROOFING & SHEET METAL ENTERPRISE LLC DBA GRACE ROOFING & SHEET METAL ENTERPRISE (Contractor Name) (Seal)
	By: (Contractor Signature)
	DEBORAH FORBUSH MEMBER (Print Name and Title)
	United States Fire Insurance Company
	(Surety Name) (Seal)
	Ву:
	(Surety Signatuve)

MUST CONTAIN ORIGINAL SIGNATURES, NO COPIES WILL BE ACCEPTED

Page 1 of 1

Layne Holmes [Attorney-In-Fact]
(Print Name and Title)

Form Rev. 03/19/20

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

61330

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

Michael A. Holmes, James Murphy, Layne Holmes

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

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

This Power of Attorney 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.

State of New Jersey} County of Morris } March L

Matthew E. Lubin, President

UNITED STATES FIRE INSURANCE COMPANY

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'ALERSIO NOTARY PUBLIC OF NEW JERSEY Commission ≢ 50125833 My Commission Expires 4772025

Melissa H D'alessia

UNITED STATES FIRE INSURANCE COMPANY

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

Michael C. Fay, Senior Vice President

ATTACHMENT #4

Palm Beach County Facilities Development & Operations/Capital Improvements Division **BID SUMMARY**

API: Price Preference

ANNUAL/TRADE: ROOFING

MANDATORY PRE-BID

DATE: 6/14/2024

PROJECT NUMBER: 2020-043309

PROJECT MANAGER: William Munker, PM

BID OPENING DATE: 7/11/2024

FIRM NAME	Grace Roofing & Sheet Metal Enterprise LLC dba Grace Roofing & Sheet Metal Enterprise	Atlas Apex Roofing, LLC	T&G Corporation dba Bowhead Roofing	Roofing Concepts Unlimited/Florida, Inc.	A-1 Property Services Group Inc.	Hi-Tech Roofing & Sheetmetal, Inc.
PRIME LOCATION	NON-LOCAL	NON-LOCAL	LOCAL	NON-LOCAL	NON-LOCAL	LOCAL
PRIME SBE STATUS	NON-SBE	NON-SBE	NON-SBE	NON-SBE	NON-SBE	NON-SBE
BID BOND	Yes	Yes	Yes	Yes	Yes	Yes
BID	\$935,000.00	\$992,000.00	\$1,187,000.00	\$1,284,270.00	\$1,326,701.00	\$1,335,150.00
ADDENDUM 1	Acknowledged/Signed	Acknowledged/Signed	Acknowledged/Signed	Acknowledged/Signed	Acknowledged/Signed	Acknowledged/Signed
SBE SCHEDULE 1 Shall list the S/M/WBE Prime and the names of <u>all</u> subcontractors regardless of BBE status.)	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory
BBE PARTICIPATION	0%	0%	16.95%	14.76%	0%	14.20%
SBE SCHEDULE 2 Schedule 2 is required for SBE Prime and <u>every</u> subcontractor.)	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory	Satisfactory
NOTES:						

COMMENTS: The lowest bidder is a non-local business in Palm Beach County. The lowest bid is increased by 5% (\$935,000 + 5% = \$981,750) Section 2-80.41 Local Preference Code re-ranking provision. The Bid amount is not changed the 5% increase is calculated for the purpose of determining the local preference. The local bid amount is not within the threshold. Therefore, award is recommended to Grace Roofing & Sheet Metal Enterprise LLC dba Grace Roofing & Sheet Metal Enterprise.

Bid Documents Opened By (Print Name):

Cathy Choban

Bid Documents Recorded By (Print Name): Diana Del Rio Cabrera

The recommended contractor's License(s) is current and in compliance with Palm Beach County requirements for the contractor and all sub-contractors listed.

YES

The recommended contractor's Insurance(s) is current and in compliance with Palm Beach County requirements for the contractor.

YES

The recommended firm is registered in VSS.

RECOMMENDED FOR APPROVAL:

Based on the bid results for the above project, FDO recommends award to the following firm, as this firm provided the lowest responsive and responsible bid:

Grace Roofing & Sheet Metal Enterprise LLC dba Grace Roofing & Sheet Metal Enterprise

Charlene La Mattina, Project Manager

Gigi Jones, Contract Manager

ATTACHMENT #5

ANNUAL CONTRACT - ROOFING R2020-041631: CONTROL SHEET

			CONTRACT + C			95.0		\$6,000,000,00				
		ROOF Board Item - I			\$3,000,000,00		3120					
					chamene #1)							
		PR	OJECT INFORMATIO)N			DOL					
APPROVAL DATE	PROJECT#	PROJECT NAME	FIRM	W.O. AMOUNT	W.O. #	SUPPLE MENT#	\$ TO DATE	\$ CAPACITY REMAINING	\$ SBE W.O.	\$ M/WBE W.O.	% SBE W.O.	% M/WBE W.O.
	2020-043309	WTP #8 Roof & Exhaust Fans Replacement	Grace	\$935,000.00	24-007		\$5,766,643.40	\$233,356.60				
		Martin Control of the	UNHIDE ROWS									
	CAPACITY REMAINING	Total SBE \$	Total M/WBE \$	Cumulative SBE %	Cumulative M/WBE %							
AAA.	\$233,356.60	1,211,784.99	76,982.45	21.01%	6.35%	***************************************		SAAAMPU.				
		NAME OF FIRM / CONTRACT R#		FIRM	TOTAL WORK ORDERS	TOTAL SBE \$	CONTRACT CUMULATIVE SBE %	TOTAL M/WBE \$	CONTRACT CUMULATIVE M/WBE %			
	1	A-1 Property Services, Inc R2021-0	328	A-1	\$486,082.93	\$ -	0.00%	7,880.00				
	2	ACC Mastercraft Roofing - R2021-018	16	ACC	\$172,350.00	\$ -	0.00%	_				
	3	Advanced Roofing, Inc. R2020-1693		Advanced	\$0.00	\$ -		*				
	4	Atlas Apex Roofing, LLC - R2020-169	4	Atlas	\$230,000.00	\$ -	0.00%	52,000.00				
		Certified Roofing Specialist, Inc R20	21-0329	Certified	\$0.00	\$ -		-				ļ
	6	Garabar, Inc R2022-0187		Garabar	\$291,902.00	\$ 17,102.45	5.86%	17,102.45	100.00%			ļ
	7	Grace Roofing & Sheet Metal Enterpr		Grace	\$1,698,687.94		0.00%	-			ļ	-
		Greenview Construction LLC - R2021		Greenview	\$0.00	\$ -	(00.000/		0.000/			<u> </u>
New York		Gustafson Industries, Inc RR2020-1		Gustafson	\$6,380.00	\$ 6,380.00	100.00% 51.41%		0.00%			-
		Hi-Tech Roofing & Sheetmetal, Inc		Hi-Tech			0.00%		0.00%			-
		Roofing Concepts Unlimited/Florida, I		RCU	\$4,600.00	\$ - \$ -	0.00%	-				
		The Roof Authority, Inc R2020-1698		Roof Authority	\$0.00 \$708,016.48	\$ -	0.00%					
		T & G Corporation dba Bowhead Roo		Bowhead Tri-State	\$116,963.00	\$ 110,358.00	94.35%		0.00%			
		Tri-State Roofing and General Contra Trusted Construction, Inc R2020-17		Trusted	\$47,778.00	\$ 47,778.00	100,00%		0.00%			
	15	Trusted Construction, Inc R2020-17	1	TOTAL		1,211,784.99	21.01%		Control of Control of the Control of			