

Meeting Date: 10/27/15

Agenda Item 26

REQUESTED COMMISSION ACTION:

Consent       Ordinance       Resolution       Consideration       Workshop

SHORT TITLE OR MOTION: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND GARLAND/DBS, INC. FOR THE ROOF REPLACEMENT TO THE COMISSION CHAMBERS BUILDING; PROVIDING AN EFFECTIVE DATE (\$120,958.)

SUMMARY OF PURPOSE AND WHY:

This project removes the City Commission Chambers existing roofing down to the lightweight concrete and replaces. There are numerous leaks in the existing roof and spot repairs are no longer effective in controlling the leaks. The new roofing system includes a 25 year warranty.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: STAFF
- (2) Primary staff contact: Robert A. McCaughan, Public Works Director      Ext 4097
- (3) Expiration of contract, if applicable: N/A
- (4) Fiscal impact and source of funding: \$120,958 - CIP 07-924 - Acct# 302-7302-530.65-12

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Public Works	<u>10/14/15</u>	APPROVE	<u>Robert A. McCaughan</u>
General Services	<u>10/21/15</u>	APPROVE	<u>[Signature]</u>
Finance	<u>10/21/15</u>	APPROVE	<u>[Signature]</u>
City Attorney	<u>10/21/15</u>	APPROVE ✓	<u>[Signature]</u>
Budget	<u>10/21/15</u>	APPROVE	<u>[Signature]</u>

Advisory Board  
 Development Services Director  
 City Manager [Signature]

[Signature]

ACTION TAKEN BY COMMISSION:

Ordinance	Resolution	Consideration	Workshop
1st Reading _____	1st Reading _____	Results: _____	Results: _____
2nd Reading _____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____



**City Attorney's Communication #2016-67**  
October 19, 2015

**TO:** Robert A. McCaughan, Public Works Director  
**FROM:** Mark E. Berman, City Attorney  
**RE:** Resolution – Garland/DBS, Inc.

As requested in your memorandum dated October 13, 2015, Public Works Department Memorandum No. 2016-02, the above-referenced Resolution has been prepared and is attached as follows:

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND GARLAND/DBS, INC. FOR THE ROOF REPLACEMENT TO THE COMMISSION CHAMBERS BUILDING; PROVIDING AN EFFECTIVE DATE.**

Please feel free to contact me if I may be of further assistance.

  
MARK E. BERMAN

MEB/ds  
l:cor/pw/2016-67  
Attachment

RESOLUTION NO. 2016-\_\_\_\_\_

**CITY OF POMPANO BEACH**  
**Broward County, Florida**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND GARLAND/DBS, INC. FOR THE ROOF REPLACEMENT TO THE COMMISSION CHAMBERS BUILDING; PROVIDING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:**

**SECTION 1.** That an Agreement between the City of Pompano Beach and Garland/DBS, Inc. for the roof replacement to the Commission Chambers Building, a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

**SECTION 2.** That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and Garland/DBS, Inc.

**SECTION 3.** This Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
**LAMAR FISHER, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**ASCELETA HAMMOND, CITY CLERK**

**AGREEMENT FOR THE ROOF REPLACEMENT TO THE COMMISSION**

**CHAMBERS BUILDING**

**BETWEEN**

**CITY OF POMPANO BEACH, FLORIDA**

**AND**

**GARLAND /DBS, INC.**

**(Piggyback On Competitively Awarded)**

**THIS AGREEMENT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, (hereinafter "Effective Date") by and between:

**CITY OF POMPANO BEACH**, a municipal corporation organized and existing under the laws of the State of Florida, having its principal office at 100 W. Atlantic Blvd., Pompano Beach, Florida 33060, referred to here as "City."

and

**Garland/DBS, Inc.**, a foreign corporation authorized to do business in the state of Florida, whose mailing address is 3800 East 91<sup>st</sup> Street Cleveland, Ohio 44105, (hereinafter "Contractor").

City and Contractor may also be referred to herein individually as a "Party" and collectively as the "Parties."

**WITNESSETH:**

**WHEREAS**, the City wishes to enter into this Agreement for facility repair, (hereinafter "Agreement") with Contractor to provide roof replacement within the city limits of the City of Pompano Beach on an as-needed basis when requested by the City through a written Notice to Proceed; and

**WHEREAS**, the Code of the City of Pompano Beach at Section 32.41(C) provides authority for the City Manager to piggyback City purchase of goods and services with state or local public contracts within certain codified guidelines, which guidelines have been met; and

**WHEREAS**, the parties wish to incorporate the terms and conditions of the solicitation and contractual arrangement between Broward County, Florida and Contractor in accordance with contract, a copy of which is attached hereto at Exhibit A and adopted in its entirety by City and Contractor (hereinafter "IRC Contract"), Scope of Work identified in Exhibit B together with and including contract renewals, amendments and change orders to the extent applicable hereto; and

**WHEREAS**, the City Manager has determined that piggybacking with the IRC Contract is necessary for replacement of the Commission Chambers Building roof, and is the most economically advantageous way to procure these necessary materials, products, and/or services in a timely and efficient manner.

**NOW THEREFORE**, in consideration of the mutual covenants set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **RECITATIONS.** The foregoing "WHEREAS" clauses are hereby adopted and incorporated herein.

2. **TERM.** The term of this Agreement shall commence on the Effective Date and continue through January 30, 2016 unless terminated earlier or extended by the Parties.

3. **CONTRACT TERMS.** Contractor agrees to provide facility repair (roof replacement) within the city limits of the City of Pompano Beach on an as-needed basis as requested by City through a written Notice to Proceed. The IRC Contract is hereby incorporated into this Agreement for all purposes. In the event of conflict between the IRC Contract and this Agreement, the order of priority shall be: (1) Scope of Work; (2) this Agreement; and (3) the IRC Contract.

The following provisions are included as supplementary to and amending the IRC Contract:

A. City shall pay Contractor no more than the unit prices set forth in the IRC Contract and in accordance with the provisions of the IRC Contract. If the City requires services not covered by unit prices already made a part of the IRC Contract, the Contractor shall submit a detailed written proposal to the authorized City representative before providing any such services. For these purposes, City of Pompano Beach City Manager Dennis W. Beach shall be the City Representative.

B. If permits are required as part of the Roof Replacement required hereunder, Contractor shall submit complete and accurate permit applications to all applicable permitting agencies within five (5) days of receiving all documents from City necessary to file such permit applications. City shall pay all permit and related fees directly to the permitting agencies, including any permit fees charged by the City.

C. City of Pompano Beach shall be deemed substituted for US Communities, with regard to any and all provisions of the IRC Contract, including, for example and not limitation, with regard to bond requirements, insurance, indemnification, licensing, termination, default, and ownership of documents, including the additional provisions in sections D, E, F, and

G, below. All recitals, representations and warranties of Contractor made in the IRC Contract are restated as if fully set forth herein, made for the benefit of City, and incorporated herein.

D. Within five (5) days of final execution of this Agreement, Contractor shall furnish City with a certificate of insurance in a form acceptable to City for the insurance required. Such certificate provided my Contractor must state the City will be given thirty (30) days written notice prior to cancellation or material change in coverage. A copy of the additional insured endorsement must be attached and contain language no less restrictive than ISO Form CG 20 10 07 04 or ISO Form CG 20 33 07 04. Contractor shall not commence work on the Disaster Services unless and until the requirements for insurance have been fully met by Contractor and appropriate evidence thereof, in the City's sole discretion, has been provided to and approved by the City.

E. Contractor shall indemnify and hold harmless City, its elected officials, officers, employees and agents, from and against all claims, suits, actions, damages, causes, or action or judgments arising out of the terms of this Agreement for any personal injury, loss of life, or damage to property sustained as a result of the performance or non-performance of services, from and against any orders, judgments, or decrees, which may be entered against City, its elected officials, officers, employees and agents; and from and against all costs, attorney's fees, expenses, and other liabilities incurred in the defense of any such claim, suit, or action, and the investigation thereof. Nothing in the award, resulting agreement, contract or purchase order shall be deemed to affect the rights, privileges, and immunities of the City as set forth in Florida Statute section 768.28.

F. Both parties agree that City may terminate this Agreement for any reason with ten (10) days notice to Contractor.

G. Public Records and Retention.

a. City is a public agency subject to Chapter 119, Florida Statutes. Contractor and its subcontractors shall comply with public records laws, specifically to:

b. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

c. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

d. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

e. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be

provided to the public agency in a format that is compatible with the information systems of the public agency.

4. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement without the consent of the other.

5. **NOTICE.** Notice hereunder shall be provided in writing by certified mail return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

For City: Dennis W. Beach  
City Manager  
City of Pompano Beach  
P.O. Box 1300  
Pompano Beach, Florida 33061

Copy to: Mark E. Berman  
City Attorney  
P.O. Box 2083  
Pompano Beach, Florida 33061

For Contractor:

6. **Section 10.9 ENTIRE AGREEMENT.** This Agreement sets forth the entire agreement between Contractor and City with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

7. **SEVERABILITY.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of any Party under this Agreement will not be materially and adversely affected thereby, such provision will be fully severable, this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom and in lieu of such illegal, invalid or unenforceable provision, City and Contractor shall negotiate in good faith to restore insofar as practicable the benefits to each party that were affected by such ruling and to include as a part of this Agreement a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible.

8. **DUPLICATES.** *Section 10.7 Counterparts.* This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms and conditions above stated on the day and year entered below.

**"CITY":**

Witnesses:

**CITY OF POMPANO BEACH**

\_\_\_\_\_

By: \_\_\_\_\_  
Lamar Fisher, Mayor

\_\_\_\_\_

By: \_\_\_\_\_  
Dennis W. Beach, City Manager

Attest:

\_\_\_\_\_

(SEAL)

Asceleta Hammond, City Clerk

Approved As To Form:

\_\_\_\_\_

Mark E. Berman, City Attorney

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instruments were acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by LAMAR FISHER as Mayor, DENNIS W. BEACH as City Manager and ASCELETA HAMMOND as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

**"CONTRACTOR":**

Witnesses:

GARLAND / DBS, INC.  
(Type Name of Entity)

Bryan Taylor  
BRYAN TAYLOR  
Print Name

By: Frank A. Percacianze  
FRANK A PERCACIANZE  
Typed or Printed Name

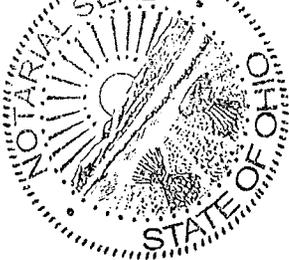
Matt Egan  
Matt Egan  
Print Name

Title: CONTROLLER & AUTHORIZED SIGNER  
(SEAL)

STATE OF Ohio  
COUNTY OF Cuyahoga

The foregoing instrument was acknowledged before me this 21 day of October, 2015, by Frank A Percacianze as Controller & Authorized Sign of Garland / DBS, Inc. a \_\_\_\_\_ on behalf of the \_\_\_\_\_. He/she is personally known to me or who has produced Personally (type of identification) as identification.

NOTARY'S SEAL:



Frieda Rodriguez  
NOTARY PUBLIC, STATE OF Ohio  
Frieda Rodriguez  
(Name of Acknowledger Typed, Printed or Stamped)

none - Ohio 2/24/20 (Exp)  
Commission Number

GBL/jrm  
1/14/15  
L:agr/piggyback Form

**FRIEDA RODRIGUEZ**  
NOTARY PUBLIC - STATE OF OHIO  
Recorded in Cuyahoga County  
My commission expires Feb. 24, 2020

Exhibit A

<http://Pompanobeachfl.gov/garlandmasteragreement>

**EXHIBIT B**

SCOPE OF WORK TO BE COMPLETED

**AGREEMENT FOR THE ROOF REPLACEMENT TO THE COMMISSION  
CHAMBERS BUILDING  
LOCATED AT 100 WEST ATLANTIC BLVD.**

Agreement for work in and about the City of Pompano Beach, 100 West Atlantic Boulevard, Pompano Beach, Florida 33060 for the roof replacement to the Commission Chambers Building located at 100 West Atlantic Blvd. between the City of Pompano Beach (hereinafter called CITY) and The Garland Company/DBS, Inc. a foreign corporation authorized to do business in the State of Florida, 3800 East 91<sup>st</sup> Street, Cleveland, Ohio 44105 (hereinafter called CONTRACTOR). WITNESSETH that the CITY and CONTRACTOR in consideration of the premises and of the mutual covenants considerations and agreements contained herein agree as follows:

**1. WORK TO BE PERFORMED**

CONTRACTOR will perform Complete Roof replacement to the Commission Chambers Building..

This Agreement references the terms, conditions, prices and specifications of the US Communities Contract and the CONTRACTOR attached hereto as **Exhibit A**.

The CONTRACTOR shall furnish all labor, services, materials, supplies, equipment, transportation and other facilities and appurtenance necessary or proper to the above work based on the award for:

"US Communities Contract, 09-5408

In strict and full accordance with the requirements of the Contract Documents and with such further details and instruction as the CITY may from time to time issue for the purposes of insuring the thorough completion of the work. Unless amended below, all terms, conditions, specifications and prices referenced in the US Communities Contract shall apply.

**2. SCOPE OF WORK GENERAL**

**2.01 GENERAL DESCRIPTION OF WORK**

- A. The CONTRACTOR will perform a roof replacement to the Commission Chambers Building as proposed in the detailed scope attached as **Exhibit B** and as specified in the US Communities Agreement.

- B. All other required work whether implied or incidental to the proper completion of the project.

**3. CONTRACT DOCUMENTS**

It is understood that all the terms, provisions, conditions and obligations set forth in the Contract Documents of the US Communities Contract shall constitute a part of this Agreement and are to have the same force and effect as if set forth specifically and at length herein. Insurance documents are attached as **Exhibit C**.

**4. CONTRACT TIME**

The work under this Agreement shall be commenced promptly following Notice to Proceed issued by CITY, prosecuted with diligence, and be fully completed within 90-calendar days of permit being issued.

**5. COMPENSATION TO BE PAID CONTRACTOR**

In consideration of the faithful performance of this Agreement by the CONTRACTOR, the CITY will pay to the CONTRACTOR the fixed price of **\$ 120,958 (EXHIBIT B)** for the proposed work which was based off actual measured quantities and unit pricing in the US Communities Contract. Any changes in scope (additions or deletions) will only be authorized by City and compensation to Contractor will be revised accordingly utilizing the unit prices in the US Communities Contract. The CITY will have to pay the CONTRACTOR for acceptable and conforming work, inclusive of all materials, supplies, costs, fees and is the maximum extent of the CITY's obligation to pay CONTRACTOR but does not constitute a limitation, of any sort, of the CONTRACTOR's obligations to perform the work in accordance with this contract.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK



Garland/DBS, Inc.  
3800 East 91<sup>st</sup> Street  
Cleveland, OH 44105  
Phone: (800) 762-8225  
Fax: (216) 883-2055



## ROOFING MATERIAL AND SERVICES PROPOSAL

Pompano Beach Chambers  
City of Pompano Beach  
111 West Atlantic Blvd  
Pompano Beach, FL 33060

Date Submitted: 09/23/2015  
Proposal #: 25-FL-150561  
MICPA # 14-5903

Florida General Contractor License #: CGC1517248

**Please Note:** The following budget/estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Cobb County, GA and U.S. Communities. This budget/estimate should be viewed as the maximum price an agency will be charged under the agreement. Garland/DBS, Inc. administered a competitive bid process for the project with the hopes of providing a lower market adjusted price whenever possible.

### **Scope of Work:**

1. Remove existing roof system down to Light Weight Concrete.
2. Make any necessary repairs to LWC.
3. Mechanically fasten on ply of HPR Tri-base premium using CR assembled base sheet fasteners (1.7in) or FM-90 assembled base fasteners applied at maximum 7" o.c in a 3" side lap and 7" o.c. in two evenly spaced rows in the field of the sheet.
4. Hot mop two plies of HPR Glasfelt, fully adhered with a full mopping of approved asphalt within the EVT range and at a rate of 20-40lbs/sq.
5. Apply one ply of VersiPLY Mineral fully adhered with a full mopping of approved asphalt within the EVT range and at a rate of 20-40lbs/sq.
6. Retrofit all internal roof drains per detail provided
7. Remove lower coping cap and replace with galvanized steel. Contractor is responsible to coat and paint to match existing coping cap.
8. For all flashings use one ply of HPR Torch Base and one ply of StressPly IV Mineral Torch. Cut out stucco stop and replace per detail. Contractor is responsible to replace and paint any stucco damage to match existing/prior look.
9. Remove and re-certify lighting protection if needed. (Lower roof section only)
10. Form fit a metal plate into scuppers and flash in with roofing system.
11. For fastening pattern refer to NOA 13-0716.06 pg. 43, See General Limitation #7.
12. Contractor to issue 3yr Labor & Material Warranty.
13. Garland to issue 25 Year Warranty

**Alternate #1**

1. Remove existing roof system down to Light Weight Concrete and dispose of properly.
2. Make any necessary repairs to LWC.
3. Mechanically fasten one ply of Tri-Base Premium, using FM-90 base ply fasteners applied at 8" o.c. in a 4" wide lap and 8" oc.c in three evenly spaced rows between laps.
4. Apply one ply of HPR Torch Base Sheet, torch applied with a minimum 4" lap.
5. Apply one ply of StressPly IV Mineral torch applied.
6. Retrofit all internal roof drains per detail provided.
7. Remove lower coping cap and replace with galvanized steel. Contractor is responsible to coat and paint to match existing coping cap.
8. For all flashings use one ply of HPR Torch Base and one ply of StressPly IV Mineral Torch. Cut out stucco stop and replace per detail. Contractor is responsible to replace and paint any stucco damage to match existing/prior look.
9. Remove and re-certify lighting protection if needed. (Lower roof section only)
10. Form fit a metal plate into scuppers and flash in with roofing system.
11. Contractor to issue 3yr Labor & Material Warranty.
12. Garland to issue 25 Year Warranty

**Alternate #2**

1. Apply two coats of Garla-Brite aluminized coating at a rate of .5 gallons per square.

**Line Item Pricing Base Option**

Item #	Item Description	Unit Price	Quantity	Unit	Extended Price
2.07	Tear-off & Dispose of Debris: SYSTEM TYPE BUR W/ Insulation and Mineral Surfacing - Lightweight / Gyp Deck	\$ 1.82	7,719	SF	\$ 14,049
6.14.02	Roof Deck and Insulation Option: LIGHTWEIGHT CONCRETE / GYPSUM ROOF DECK - HOT APPLICATION - ASTM D 312 TYPE III OR IV ASPHALT - INSULATION OPTION: - Without Insulation - Must at Least Mechanically Fasten a Base Sheet to the Roof Deck Prior to Installation Installed with FM 1-90 Attachment Patterns	\$ 0.71	7,719	SF	\$ 5,480
10.11.02	BUILT-UP MODIFIED ROOF WITH MINERAL CAP SHEET ADHERED IN HOT ASTM D 312 TYPE III OR IV ASPHALT: ROOF CONFIGURATION 2 ply of Glass Felt, Mineral Surfaced Cap Sheet, Set in Hot ASTM D 312 Type III or IV Asphalt : ROOFING MEMBRANE OPTION: - ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type III - Minimum of 220 lbf/in tensile	\$ 4.81	7,719	SF	\$ 37,128
20.20.01	NEW FLASHINGS FOR ROOFING SYSTEMS & RESTORATION OPTIONS: Torch Applied Flashings - Minimum 1 Ply of Torch Base and Torch Mineral Cap Sheet; Torch Applied: FLASHING OPTION: - BASE PLY: SBS Modified Polyester/Fiberglass Reinforced Base Torch Applied Flashing Ply - 80 lbf/inch tensile (ASTM D 5147); TOP PLY: ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - 300 lbf/in Tensile Torch Applied Membrane	\$ 17.86	650	SF	\$ 11,609

	<b>Sub Total Prior to Multipliers</b>				<b>\$ 68,266</b>
22.32	JOB SITE SPECIFIC MULTIPLIERS APPLIED TO EACH LINE ITEM ON ASSOCIATE JOB: MULTIPLIER - ROOF IS CONSIDERED NON-STANDARD ARCHITECTURE OR HAS GREATER THAN 8/12 SLOPE Multiplier Applied when Roof Area is not Boxed-Shaped, Contains Multiple Sharp Angles and/or Curves, or the Roof has a Greater than 8/12 Slope, Very Steep.	70%	%		\$ 47,787
22.11	JOB SITE SPECIFIC MULTIPLIERS APPLIED TO EACH LINE ITEM ON ASSOCIATE JOB: MULTIPLIER - LIMITED / OBSTRUCTED / DIFFICULT ROOF ACCESS Multiplier Applied when Access to the Roof is Limited to Specific Entry Points, Equipment & Materials Cannot be Lifted by Crane on the Roof, or Access is Dependent Upon Road Closure	30%	%		\$ 20,480
22.45	JOB SITE SPECIFIC MULTIPLIERS APPLIED TO EACH LINE ITEM ON ASSOCIATE JOB: MULTIPLIER - ROOF SIZE IS GREATER THAN 5,000 SF, BUT LESS THAN 10,000 SF Multiplier Applied when Roof Size is Less than 10,000 SF, but Greater than 5,000 SF Fixed Costs: Equipment, Mobilization, Demobilization, Disposal, & Set-Up Labor are Not Completely Absorbed Across Roof Area	30%	%		\$ 20,480
	<b>Sub-Totals After Multipliers</b>				<b>\$ 157,013</b>

**Base Bid Total Maximum Price of Line Items under the MICPA: \$ 157,013**

**Proposal Price Based Upon Market Experience: \$ 119,180**

**Garland/DBS Price Based Upon Local Market Competition Base Option:**

<b>Certified Roofing</b>	<b>\$ 119,180</b>
PSI Roofing	\$ 142,259
WeatherTech Roofing	Unresponsive
RSI of Florida	Unresponsive
Tommie Butts JR	Declined to Bid

**Bid Breakdown (Certified Roofing Base Option):**

Labor & Non Garland Materials:	\$ 69,765
Garland Materials:	\$ 37,912
Freight:	\$ 1,300
Insurance:	\$ 1,267
Bonds:	\$ 1,091
General Conditions:	\$ 7,845

\*General Conditions include: Engineering, Permits, Overhead and Profit

**Garland/DBS Price Based Upon Local Market Competition Alternate 1 Torch Option:**

<b>Certified Roofing</b>	<b>\$ 132,868</b>
PSI Roofing	\$ 151,804
Weathertech Roofing	\$ 149,148
RSI of Florida	\$ 138,468
Tommie Butts JR	Declined to Bid

**Bid Breakdown (Certified Roofing Alternate 1 Torch Option):**

Labor & Non Garland Materials:	\$ 65,865
Garland Materials:	\$ 53,376
Freight:	\$ 1,600
Insurance:	\$ 1,388
Bonds:	\$ 1,196
General Conditions:	\$ 9,443

\*General Conditions include: Engineering, Permits, Overhead and Profit

**Garland/DBS Price Based Upon Local Market Alternate 2 Garlabrite Option:**

<b>Certified Roofing</b>	<b>\$ 9,199</b>
--------------------------	-----------------

**Bid Breakdown (Certified Roofing Alternate 2 Garlabrite Option):**

Labor & Non Garland Materials:	\$ 3,950
Garland Materials:	\$ 4,140
Freight:	\$ 207
Insurance:	\$ 96
Bonds:	\$ 83
General Conditions:	\$ 724

\*General Conditions include: Engineering, Permits, Overhead and Profit

<b>Fastener Pull Test</b>	<b>\$ 1,778</b>
---------------------------	-----------------

Potential issues that could arise during the construction phase of the project will be addressed via unit pricing for additional work beyond the scope of the specifications. This could range anywhere from wet insulation, to the replacement of deteriorated wood nailers.

If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

Respectfully Submitted,

*Steve Rojek*

Steve Rojek  
Garland/DBS, Inc.  
(216) 430-3613

**EXHIBIT C**

**CERTIFICATE OF LIABILITY INSURANCE**



GARLIND-01

SZUK

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/8/2014

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 The Fedell Group 5005 Rockside Road, Fifth Floor Independence, OH 44131	CONTACT NAME Sharon Zuk	
	PHONE Toll Free: (216) 328-8080 FAX: (216) 328-8081 E-MAIL ADDRESS: szuk@thefedellgroup.com	
INSURED  Garland/DBS, Inc. 3800 East 91st Street Cleveland, OH 44105	INSURER (S) AFFORDING COVERAGE	NAIC #
	INSURER A: Catlin Specialty Insurance Company	15889
	INSURER B: Liberty Mutual Fire Insurance Company	23035
	INSURER C: Liberty Insurance Underwriters, Inc.	19817
	INSURER D: Travelers Property Casualty Company of America	28674
	INSURER E: Cincinnati Insurance Company	10877
	INSURER F: Peerless Insurance Company	24188

## COVERAGES

CERTIFICATE NUMBER:

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. INSR. (INSR) (WAV)	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"/> \$100,000 BIFR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC  OTHER:	X	GL110922481215	12/05/2014	12/05/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS Hired AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		A82Z61280189014	12/05/2014	12/05/2015	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED. <input checked="" type="checkbox"/> RETENTION \$ 10,000		100002166805	12/05/2014	12/05/2015	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICEMEMBER EXCLUDED? (Mandatory in NH) (If yes, describe under DESCRIPTION OF OPERATIONS below)	Y/N N/A	PJUBZ19M988414	12/05/2014	12/05/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - FA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Installation Floater		GAP6211262	12/05/2014	12/05/2015	Limit 750,000
F	Leased/Rented Equip		IM8993894	12/05/2014	12/05/2015	Limit 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
City of Pompano Beach is included as additional insured with respect to work performed by the insured as required by written contract.

APPROVED

APPROVED

HIGH

ON:

BY:

11/9/15

## CERTIFICATE HOLDER

## CANCELLATION

City of Pompano Beach  
100 West Atlantic Blvd.  
Pompano Beach, FL 33060

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

Sharon Zuk

© 1988-2014 ACORD CORPORATION. All rights reserved.