

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: Mayor and Commissioners

DATE: 3/4/24

FROM: Douglas R. Gonzales, City Attorney

SUBJECT: Proposed Purchase Order to Provincial South, Inc., DBA PSI Roofing, for Roof Replacement at the Art and Culture Center in an Amount Up to \$500,000.0, Based Upon the Interlocal Purchasing System Request for Proposal and Contract Number 211001 for Trades, Labor, and Materials in Accordance with Section 38.41(C)(5) of the Procurement Code (Piggyback).

I have reviewed the above referenced Agreement with the participating Department/Office(s), and the proposed general business terms and other significant provisions are as follows:

- 1) **Department/Division involved:** Department of Design and Construction Management
- 2) **Type of Agreement:** Purchase Order
- 3) **Method of Procurement (RFP, bid, etc.)** – Piggyback - Section 38.41 (C)(5) of the Code of Ordinances allows the Chief Procurement Officer to procure, without following formal solicitation procedures, all goods, supplies, materials, equipment, and services that are the subject of contracts with the state, its political subdivisions, the United States government, other governmental entities, or a corporation not for profit whose members are governmental entities, public officers, or any combination thereof ("piggyback"), provided that the goods, supplies, materials, equipment, or services are the subject of a price schedule negotiated by the entities listed above and is based strictly on competitive bids, quotations, or competitive proposals and not on any preference; utilization of other governmental entities' contracts shall be permitted only during the term of the other governmental entity's contract.
- 4) **Term of Contract:**
 - a) initial – January 27, 2022 - January 31, 2025
 - b) renewals (if any) – The Agreement between Provincial South, Inc. (dba PSI, Roofing) with TIPS is for approximately two (2) years with an option for renewal extension for an additional three (3) consecutive one (1) year terms. The first renewal extension year shall be automatic unless the awarded Provincial South, Inc. notifies TIPS of its objection to the first additional one (1) year renewal extension. If TIPS offers the second and third one (1) year renewal extension terms, the Provincial South, Inc. will be notified by email to the primary contact of the awarded Provincial South, Inc. and shall be deemed accepted by the Provincial South, Inc.

unless the awarded vendor notifies TIPS of its objection to the additional term. TIPS may or may not exercise the available extension(s) provided in the original solicitation beyond the base term. Whether or not to offer the renewal extension years is at the sole discretion of TIPS.

c) who exercises option to renew – Provincial South, Inc. or TIPS

5) **Contract Amount:** \$500,000.00

6) **Termination Rights:**

CANCELLATION Once the contract is fully executed and the deposit made, unless the Contractor has already mobilized and/or ordered materials for the job, Owner has 72 hours to cancel this contract and receive a return of 100% of the deposit. If cancellation occurs after 72 hours, owner is liable for 20% of the gross contract amount as liquidated and agreed to damages. However, once work has commenced, owner is liable for the full amount of the contract or as otherwise agreed by mutual written agreement. Contractor is not responsible for delays due to construction problems unrelated to the roofing work. Contractor reserves the unilateral right to cancel this contract prior to commencement of work hereunder, for any reason or no reason.

7) **Indemnity/Insurance Requirements:** Contractor shall comply with applicable City requirements.

8) **Scope of Services:**

JOB START

- a. Prior to starting of work owner shall receive a certificate of insurance from PSI Roofing.
- b. An inspection of the existing building shall be made to record existing damage from the existing roof.
- c. Property and landscaping shall be protected to help reduce damage which may be caused by the roof replacement operations.
- d. A pre-roofing conference shall be held with the Owner's representative to coordinate this project.
- e. Owner shall provide access to all sides of the structure for staging, storage, access of trucks, cranes, dumpsters, and materials, throughout the course of the project.
- f. If present, satellite dishes, cameras, solar panels, or lighting equipment mounted to the roof or parapet walls and any associated cables or conduits must be removed by others prior to the commencement of work. These items may be reinstalled by others as per the roofing manufacturer's requirements and details upon completion of the work.
- g. PSI Roofing's standard working hours are from 7 am to 5 pm, Monday through Friday. If work is required during off hours, such as nights, weekends or holidays, the work will be performed at an additional cost.
- h. PSI Roofing requests permission to display signage and/or banners, during the course of work, for marketing purposes.

FLAT SECTIONS SCOPE OF WORK – APPROXIMATELY 7,500 SF

1. Vacuum any loose gravel from the concrete deck and dispose of the material at a proper facility.
2. Tear off the existing flat roofing systems, as well as all flashing and related accessories, down to the concrete and wood decks, and dispose of properly.
3. Inspect concrete decking for degradation or deterioration. Remove and replace any damaged concrete deck. Any concrete deck repairs will be additionally charged at \$125.00 per square foot for repairs up to 2" deep. Rebar repairs/replacement will be priced and charged separately.
4. Inspect the wood for damage or deterioration. Remove and replace any rotten tongue & groove decking. Any tongue and groove decking replacement will be additionally charged at \$35.00 per square foot.
5. Inspect the fastening of the wood deck and, if necessary, install additional fasteners to the existing wood decking as required per local code requirements.
6. Cut concrete to add new scuppers for improved drainage. Primary scuppers will receive new collector heads and downspouts. This contract includes the addition of up to 7 new scuppers.
7. Over the prepared substrate, install a tapered polyiso insulation system to create positive drainage. Roof sections A & C will have an R-20 minimum thickness and a 1/4" on 12" slope. All other flat roof sections will have a 1/8" slope with a half-inch starting thickness.
8. Over the tapered insulation at the wood decks install a 1/4" coverboard as per the product approval.
9. At the parapets and open eaves install pressure treated wood blocking mechanically fastened as per local code requirements (approximately 1,010 LF).
10. Atop the insulation system install a 60mil PVC Single Ply membrane throughout the field as per the product approval and manufacturer's requirements. All field-fabricated seams to be hot air welded.
11. Parapet flashings to carry up and over and will terminate on the outside edge.
12. Wall flashings to carry a minimum of 8" up the vertical surface as per code requirements.
13. Provide and install termination bar where required, mechanically fastened. Seal top of termination bar with approved sealant.
14. Clean up and haul away all construction related debris on a daily basis.

TILE SECTIONS SCOPE OF WORK – APPROXIMATELY 2,000 SF

1. Tear off the current tile system, underlayment, and any associated flashings, down to the wood substrate. Inspect the wood for damage or deterioration. Remove and replace any rotten tongue & groove decking. This contract includes the replacement of up to 100 SF of tongue and groove deck replacement. Additional tongue and groove decking replacement will be charged at \$35.00 per square foot.
2. Inspect the fastening of the wood deck and, if necessary, install additional fasteners to the existing wood sheathing as required per local code requirements.
3. Install 30lb felt underlayment, mechanically fastened with ring shank nails and tin caps throughout the area of work.
4. Install new drip edge in the Owner's choice of a standard color at all open eaves, approximately 270' LF.

5. Install one ply of self-adhered tile underlayment throughout the field fastened as per local building code requirements.
6. Cut and repair stucco where flashing terminates at wall locations. Install new counterflashing.
7. Install the hip and ridge metal at the ridges of the roofs, where applicable.
8. Install One-Piece Concrete S-Type Tile in the Owner's choice of a standard color using ICP AH-160 tile set adhesive in accordance with the local building code requirements.
9. All metal work shall be installed in accordance with the local building code.
10. Haul away all trash and debris, and clean grounds to customer's satisfaction.

METAL COMPONENTS, FLASHINGS AND ACCESSORIES

1. Install new collector heads and downspouts at all newly added primary scuppers. This contract includes the addition of up to 7 new scuppers.
2. Install prefabricated scupper flashings to the existing and newly added scuppers (14)
3. Install 2-piece compression metal at the open eaves and parapets of the flat roof, reinforcing the terminated edge, approximately 670 LF.
4. Install stucco stop at vertical wall terminations, approximately 340 LF.
5. Install prefabricated curb flashings for the two (2) RTU, three (3) duct, and one (1) exhaust fan curbs.
6. Install prefabricated flashings at all stand legs, vent pipes, electrical and other miscellaneous penetrations. (38)
7. Install protective walkway pads at the base of mechanical units and points of egress/entrance. This contract includes up to 100 LF of walkway pads. Additional pads can be added at the Owner's discretion for \$35.00 per LF.
8. All metal work will be performed in accordance with the local building code.

HVAC AND ELETRICAL SCOPE OF WORK

1. Remove all existing supply air metal ductwork on roof. Remove accessible duct going into roof and into wall. Remove existing return air metal duct.
2. Install new metal ductwork with R63 insulation and duct support legs/stands. Ductwork will be sealed with gaskets and/or duct mastic. All and any ductwork beyond roof and wall penetrations will remain existing.
3. Relocate existing condensers from the West side ground level to the middle of the roof including new refrigerant copper lines and electrical boxes and conduits, as discussed during the on-site meeting. Units to be placed on new aluminum stand including new refrigerant copper lines and electrical boxes and conduits.
4. Relocate existing condenser unit on SW corner ground to the roof. Unit to be placed on new aluminum stand including new refrigerant copper lines and electrical boxes and conduits.
5. Replace unit condenser and air handler on the West side of the building, as discussed during the on-site meeting. New unit to include 2.5 Ton 14.2 Seer Goodman Split System tying into existing electrical and ductwork.
6. Detach and reset conduits running along the roof walls as needed and applicable for the new roof installation.
7. All work is to be performed according to FL Building Code.

PLEASE NOTE THE FOLLOWING SCOPE IS ALSO INCLUDED*:

Roof Uplift Calculations, Hoisting, Warranty, Roof Permit and Disposal fees are included in the contract cost.

9) Other Significant Provisions:

Competitively bid by The Interlocal Purchasing System (TIPS), a Department of Texas Education Service Center Region 8 for TIPS RCSP 211001 Job Order Contracting

cc: George R. Keller, Jr. CPPT, City Manager