

**CITY OF HOLLYWOOD  
INTEROFFICE MEMORANDUM**

**TO:** Mayor and Commissioners **DATE:** 11/12/24

**FROM:** Douglas R. Gonzales, City Attorney

**SUBJECT:** Proposed Purchase Order to Provincial South, Inc., DBA PSI Roofing, for Roof Replacement at the Fire Station 31 in an Amount Up to \$300,000.00, 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)

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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 (renewal is anticipated before expiration. Also, there's a "survival clause" in the TIPS agreement. See below)
  - 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:** \$300,000.00
- 6) **Termination Rights:** City's standard terms is added to the proposal addendum and Contractor has agreed to the terms. TIPS contract allows "TIPS Members may negotiate a termination for convenience clause that meets the needs of the transaction based on applicable factors, such as funding sources or other needs."
- 7) **Indemnity/Insurance Requirements:** Contractor shall comply with applicable City requirements.
- 8) **Scope of Services:**

#### JOB START

1. Prior to starting of work owner shall receive a certificate of insurance from PSI Roofing.
2. An inspection of the existing building shall be made to record existing damage from the existing roof.
3. Property and landscaping shall be protected to help reduce damage which may be caused by the roof replacement operations.
4. A pre-roofing conference shall be held with the Owner's representative to coordinate this project.
5. 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.
6. 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.
7. 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.
8. PSI Roofing requests permission to display signage and/or banners, during the course of work, for marketing purposes.

#### TILE SECTIONS SCOPE OF WORK

1. Tear off the current tile system, underlayment, and any associated flashings, down to the wood substrate. Inspect the plywood for damage or

deterioration. Remove and replace any rotten plywood decking. Any plywood decking replacement will be additionally charged at \$10.00 per square foot with a full sheet (32 SF) minimum.

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 720' LF.
5. Install one ply of self-adhered tile underlayment throughout the field fastened as per local building code requirements.
6. Install the hip and ridge metal at the ridges of the roofs, where applicable.
7. Install Concrete S Tile in the Owner's choice of standard or premium colors using ICP AH-160 tile set adhesive in accordance with the local building code requirements.
8. All metal work shall be installed in accordance with the local building code.
9. Haul away all trash and debris, and clean grounds to customer's satisfaction.

#### METAL COMPONENTS, FLASHINGS AND ACCESSORIES

1. Provide and install new plumbing stack flashing details (5).
2. Existing Lightning Protection system to be recertified following completion of roofing construction.
3. Install a new gutter system, replacing the existing fastened and sealed as per code requirements (approximately 730 LF).
4. All metal work will be performed in accordance with the local building code.

#### SCOPE OF WORK – FLAT ROOF

1. Tear off the existing flat roof system and related flashing accessories down to the concrete deck and dispose of the material at a suitable facility.
2. Inspect the exposed concrete decking. Removal and replacement of any damaged concrete decking 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.
3. Over the prepared substrate adhere a 2" thick layer of polyiso insulation as per the product approval and manufacturer's requirements.
4. Over the insulation adhere a 1/4" gypsum-based cover board as per code requirements.
5. Install a 60mil PVC membrane using the manufacturer's water-based adhesive at the required coverage rate. All seams are to be hot air welded on site.
6. Parapet flashing (approximately 25 LF) to be carried a minimum of 8" up the vertical surface.
7. At the open eave, install the manufacturer's vinyl fascia bar and cover (approximately 24 LF).
8. Provide prefabricated boot flashings for the two (2) plumbing stacks.

9. Install a prefabricated curb flashing at the one (1) mechanical curb.
10. Install protective walkway pads at points of egress/entrance. This contract includes the placement of up to 5' LF of walkway pads. Additional pads can be placed at the owner's discretion at an additional charge of \$30.00 per linear foot.

PLEASE NOTE THE FOLLOWING SCOPE IS ALSO INCLUDED\*:

Roof Uplift Calculations, Roofing Permit Fees Allowance, Performance and Payment Bond, Warranty, and Disposal fees are included in the contract cost.

#### EXCLUSIONS FROM CONTRACT

Excluded: Interior/exterior painting, structural/non-roof related engineering, concrete cutting, stucco work, painting, any additional structural/decking work not listed above. Architectural EIFS repair or replacement. Any cover and protect of interiors. No MOT or right of way included. No work on balconies or any other roof sections. Any mechanical, electrical, and plumbing unit repairs/removal or replacement not specifically described above. Disconnect and reconnect of satellite dishes is excluded. Work during night shift (6pm to 6am), holidays and weekends. Any work not mentioned above. All these items can be added to the contract after commencement of work upon contractor's discretion and owner's approval.

#### 9) Other Significant Provisions:

##### TIPS Agreement

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

Survival Clause – p. 8

All applicable software license agreements, warranties, service agreements or any supplemental agreement that were entered into between Vendor and TIPS or the TIPS Member Customer under the terms and conditions of the Agreement shall survive the expiration or termination of the Agreement. *All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.* (Emphasis added)

##### Contractor's Proposal

#### MATERIAL COST ESCALATION

If, during the performance of this contract, the cost of materials significantly increases, though no fault of contractor, the price of the contract shall be equitably adjusted by an amount reasonably necessary to cover any such significant increase in the costs of materials. As used herein, a significant cost increase shall mean any increase in cost of materials exceeding five percent

(5%) experienced by contractor from the date of the contract signing. The contractual sum, time of completion or other contract requirements shall be equitably adjusted by Change Order in accordance to the Contract terms. Contractor shall provide evidence such increase in materials costs through quotes, invoices, or receipts upon written request.

Where the delivery of materials, equipment, or energy is significantly delayed, through no fault of the contractor, as a result of the shortage or unavailability of the materials, equipment, or energy, contractor shall not be liable for any additional costs or damages associates with such delay(s). As used herein, a significant delay shall mean any delay exceeding 30 days experienced by contractor from the date of the contract signing. The contractual sum, time of completion or other contract requirements shall be equitably adjusted by Change Order in accordance to the Contract terms.

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