

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: Mayor and Commissioners **DATE:** December 6, 2023

FROM: Douglas R. Gonzales, City Attorney

SUBJECT: Ratification of the City Manager's approval of the issuance of Purchase Order PFY-2302656 to PSI Roofing based upon The Interlocal Purchasing System (TIPS) RFP and contract number 211001 for Trades, Labor and Material to provide roof replacement for Fire Station No. 105 in an amount up to \$290,500.00.

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 & Construction Management
- 2) **Type of Agreement** – Purchase Order PFY-2302656

Ratification of the City Manager's approval of the issuance of Purchase Order PFY-2302656 to PSI Roofing based upon The Interlocal Purchasing System (TIPS) RFP and contract number 211001 for Trades, Labor and Material to provide roof replacement for Fire Station No. 105 in an amount up to \$290,500.00

- 3) **Method of Procurement (RFP, bid, etc.)** – Emergency purchase and Piggyback purchase

Section 38.41(C)(1) of the Procurement Code exempts from competitive bid and competitive proposal requirements urgent cases of compelling emergency that require the immediate purchase of goods, supplies, materials, equipment or services, the Chief Procurement Officer is authorized to secure, when possible, emergency goods, supplies, materials, equipment or services by open market procedure. All such emergency purchases must receive prior administrative approval except for the most urgent situations presenting a clear and present substantial threat to life or property where immediate action is required.

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 to January 27, 2024 (TIPS System contract number 211001 to PSI Roofing)

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 – \$290,500.00

(\$287,600.00 original proposal plus \$2,900.00 change order = \$290,500.00)

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 –

SCOPE OF WORK – TILE SECTIONS

1. Solar Power System specialists will remove the existing solar panels, framing, hardware, cabling, and associated flashings and set aside for reinstallation. Fire Station to provide a secured storage area.
2. 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.
3. Remove and dispose of existing gutters. Existing downspouts to remain.
4. Inspect the fastening of the wood deck and, if necessary, install additional fasteners to the existing wood sheathing as required per local code requirements.
5. Install 30lb felt underlayment, mechanically fastened with ring shank nails and tin caps throughout the area of work.
6. Install new drip edge in the Owner's choice of a standard color at all open eaves, approximately 720' LF.
7. Install one ply of self-adhered tile underlayment throughout the field fastened as per local building code requirements.
8. Install a 2-ply modified membrane over the cricket area where the lower roof adjoins with the higher building.
9. Install 2-ply modified flashing up on the wall abutting the crickets.
10. Cut and repair stucco where flashing terminates. Install new galvanized steel counterflashing.
11. Install the hip and ridge metal at the ridges of the roofs, where applicable.
12. Install 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.
13. All metal work shall be installed in accordance with the local building code.
14. Haul away all trash and debris, and clean grounds to customer's satisfaction.

METAL COMPONENTS, FLASHINGS AND ACCESSORIES

1. Provide and install new plumbing stacks (5).
2. Existing Lightning Protection system to be recertified following completion of roofing construction.
3. Install a new gutter replacing the existing, fastened and sealed as per code requirements (approximately 670 LF).
4. Install new 2x10 and 1x8 primed fascia board, fastened as per code requirements (approximately 735 LF).
5. All metal work will be performed in accordance with the local building code.

SOLAR PANEL SCOPE OF WORK

1. Disconnect existing solar panels and remove them from the roof.
2. Panels to be stored on site in secured area designated by the Station Chief.
3. Supply and replace any hardware needed to reset solar panels.
4. Reinstall solar panels and associated cabling.
5. Man lift & Hoisting equipment will be required to perform this scope. These costs are included in the contract.
6. This installation will comply with all local and federal codes along with authorities having jurisdiction under National Electrical Code compliance.

SOLAR PANEL ALTERNATE SCOPE OF WORK

1. Electrician to safely disconnect the solar array from the Station's shore power & remove any excess wiring or equipment. Dispose of any waste properly.
2. Disconnect existing solar panels. Tear off the panels, all mounting hardware & associated flashing accessories and dispose or recycle, if available.

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