



Finance and Administration Services Department

PURCHASING DIVISION

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Hours of Operation: Monday through Friday 8:30 a.m. to 5:00 p.m.

THIRD AMENDMENT

Third Amendment to contract between Broward County and Advanced Roofing, Inc. for Roofing Maintenance and Repair, Contract No. P1356708BX_1.

This is the Third Amendment to the contract between Broward County, hereinafter referred to as "County", and Advanced Roofing, hereinafter referred to as "Vendor", collectively referred to as "the Parties", is entered into and effective as of the date the Third Amendment is fully executed by the Parties ("Effective Date").

Recitals

Whereas, on December 8, 2015, the Parties entered into Contract No. P1356708B1 (the Contract) for provision of Roofing Maintenance and Repair at various County locations; and

Whereas, on March 8, 2019, which was retroactively approved on May 14, 2019, the Parties entered into Interim Contract No. P1356708BX_1 (the Interim Contract) for provision of Roofing Maintenance and Repair at various County locations based on the prices, terms and/or conditions of Contract No. P1356708B1, which increased the total not-to-exceed amount by \$90,617.07; and

Whereas, the Interim Contract was amended on August 20, 2019 to extend the term, on a month-to-month basis, in the County's best interest, for a period not to exceed six (6) months, which increased the total not-to-exceed amount by \$82,007.96, hereinafter referred to as the "First Amendment"; and

Whereas, the Interim Contract was amended on March 20, 2020 to extend the term, on a month-to-month basis, in the County's best interest, for a period not to exceed six (6) months, which increased the total not-to-exceed amount by \$88,000.00, hereinafter referred to as "Second Amendment"; and

Whereas, the Interim Contract, pursuant to the Second Amendment, is scheduled to expire September 7, 2020; and

Whereas, the County is currently soliciting a replacement contract. The replacement contract will not be in place prior to the expiration of the Interim Contract; and

Whereas, the Parties wish to extend the term of Interim Contract No. P1356708BX_1 under the existing pricing, terms and conditions. The extension shall begin on September 8, 2020 and remain in effect on a month-to-month basis, not to exceed six (6) months or until a replacement contract is awarded, whichever comes first; and

Whereas, in accordance with the Broward County Procurement Code, Section 21.14.d, Award Authority, the Director of Purchasing shall execute amendments up to \$500,000.00. The increase to the contract threshold is in the total amount of \$100,000.00, including \$17,800.00 for parts and materials pass-thru allowance. The threshold increase does not exceed the authority of the Director of Purchasing; and

Whereas, in accordance with the Broward County Procurement Code, Section 21.43, a contract for supplies or services may be entered into for no more than five (5) years without the express consent of the Board. This Third Amendment for a six (6) month extension brings the cumulative contract term to five (5) years and three (3) months, which exceeds the authority of the Director of Purchasing; and

Whereas, the Vendor has provided and the County has accepted the change as described in **Section 1**, below, all in accordance with the Broward County Procurement Code, 21.47, and the amendment to the Interim Contract incorporates the results of such accepted change(s); therefore, in consideration of the mutual terms, conditions, promises, and covenants set forth herein, the County and Vendor agree as follows:

Section 1:

1. The truth and accuracy of each “Whereas” clause set forth above is acknowledged by the parties and the recitals contained in the “Whereas” clauses are incorporated herein.
2. The Interim Contract shall be extended on a month-to-month basis for a period not to exceed six (6) months or until a replacement contract is awarded, whichever comes first.
3. A contract threshold Increase of \$100,000.00 and an allowance for parts and materials pass-thru threshold increase of \$17,800.00 will be to cover services for the extension period.
4. This Third Amendment increases the total not-to-exceed amount of the Agreement by **\$100,000.00** for a new total not-to-exceed amount of **\$360,625.03**.
5. This Third Amendment shall be retroactive effective on September 8, 2020.
6. Except as provided in this Third Amendment, the terms and conditions set forth in the Interim Contract shall remain in full force and effect.
7. In the event of any conflict or ambiguity between this Third Amendment and the Interim Contract, the Parties agree that this Third Amendment shall control.
8. This Third Amendment may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which taken together, shall constitute one and the same Interim Contract.

(Intentionally left blank)

