

Agenda Item #:

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: July 8, 2008

Consent

Regular

Workshop

Public Hearing

Department: Facilities Development and Operations

I. EXECUTIVE BRIEF


Motion and Title: Staff recommends motion to approve: Amendment No. 3 to the contract with Moss & Associates, LLC (R2007-0031) for construction management services for C Pod air conditioning system renewal/replacement renovations at the West County Detention Facility for a Guaranteed Maximum Price (GMP) in the amount of \$539,450.

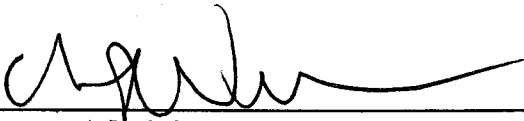
Summary: Amendment No. 3 will provide for the removal of the air conditioning duct work and air conditioning units and replacement with new insulated duct and energy efficient units. This work is being done out of sequence in order to meet the demand for beds to meet current inmate population requirements as existing system failures (existing is over 17 years old) render 96 beds unusable six months of the year. The SBE goal for this work is 15%. Moss & Associates will be providing 0% SBE participation for this work. Moss's overall SBE participation for this project including this work is 16.5%. The duration of this work is 75 days. (Capital Improvements Division) Countywide (JM)

Background and Justification: On April 25, 2006 the Board approved proceeding with Jail Expansion Program II consisting of the West County Detention Facility, Stockade and renovations to the Main Detention Facility. The Board has since approved Amendments 1 & 2 regarding demucking and fill and site utilities respectively.

Attachments:

- 1. Location Map
- 2. Budget Availability Statement
- 3. Amendment No. 3

Recommended by:  Department Director 6/19/08 Date

Recommended by:  County Administrator 7/3/08 Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	\$539,450	0	0	0	0
Operating Costs	_____	0	0	0	0
External Revenues	_____	0	0	0	0
Program Income (County)	_____	0	0	0	0
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	\$539,450	_____	_____	_____	_____

ADDITIONAL FTE
 POSITIONS (Cumulative) _____

Is Item Included in Current Budget? Yes X No _____
 Budget Account No: Fund 3804 Dept 411 Unit B362 Object 6502
 Reporting Category _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

III. REVIEW COMMENTS:

A. OFMB Fiscal and/or Contract Development and Control Comments:

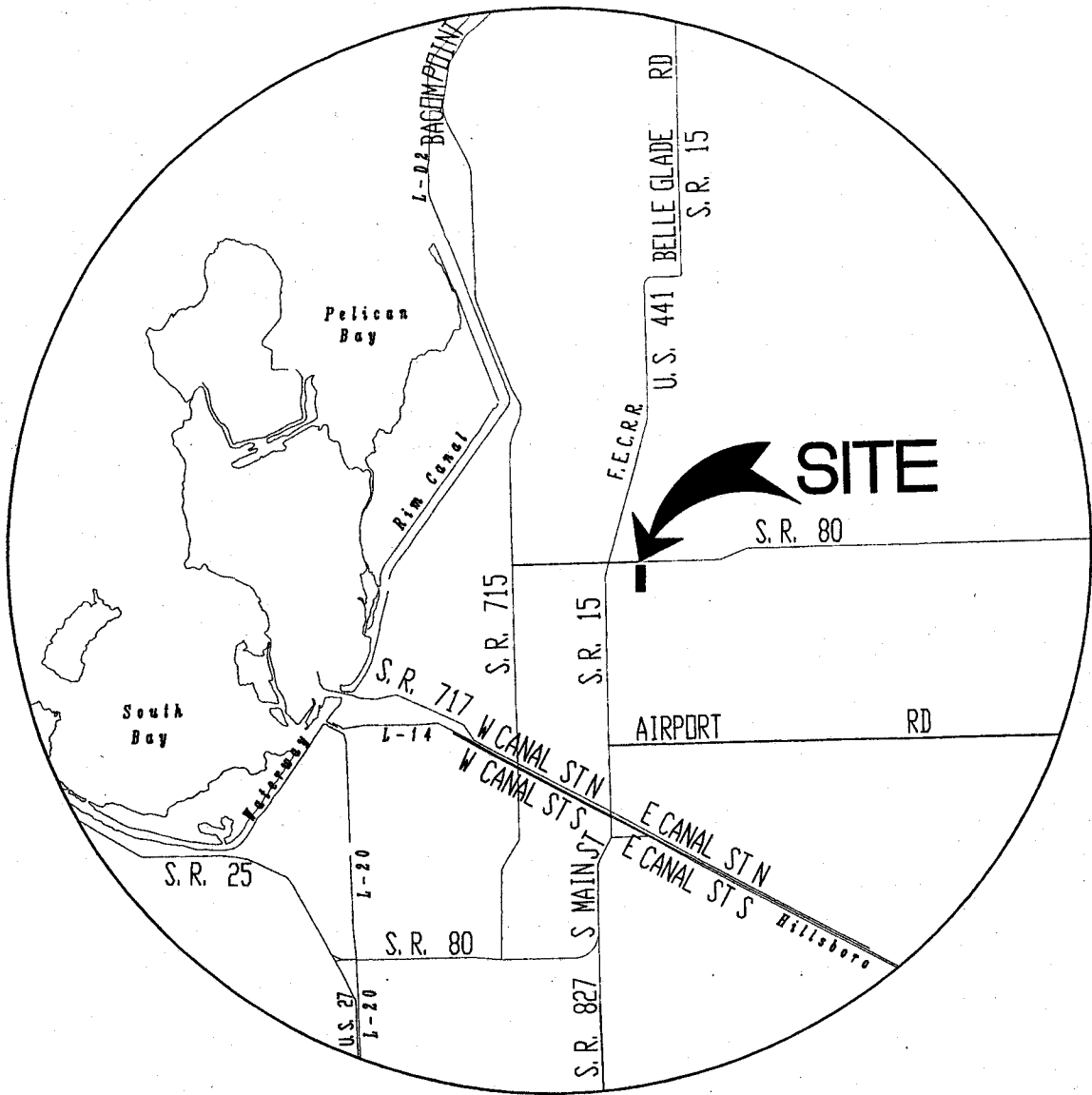
OFMB 6/30/08 6/30/08 6/30/08 6/30/08
 Contract Administrator 6/30/08
This amendment complies with our review requirements.

B. Legal Sufficiency:

Assistant County Attorney 7/2/08

C. Other Department Review:

 Department Director



LOCATION MAP

N.T.S.

ATTACHMENT # 1

**AMENDMENT # 3 TO CONTRACT FOR
CONSTRUCTION MANAGEMENT SERVICES
JAIL EXPANSION PROGRAM II
WEST COUNTY JAIL
PROJECT NO. 06213**

WHEREAS, the Owner and Construction Manager, Moss & Associates, LLC, acknowledge and agree that the Contract between Owner and Construction Manager is in full force and effect and that this Amendment merely supplements said Contract;

WHEREAS, the parties hereto entered into a Contract between Owner and Construction Manager whereby the Construction Manager has rendered or will render construction services as specified therein; and

WHEREAS, the parties have negotiated a Guaranteed Maximum Price, including Construction Managers fees for construction and warranty services and other issues as set forth herein and in the Contract;

NOW THEREFORE, in exchange for the mutual covenants and promises set forth herein and the sums of money agreed to be paid by the Owner to the Construction Manager, the parties agree as follows:

GUARANTEED MAXIMUM PRICE

Pursuant to Article 2.2 and Article 6 of the Contract between Owner and Construction Manager, the parties have agreed to the establishment of a Guaranteed Maximum Price of **(\$539,450)** to provide the replacement of A/C duct and equipment at Pod "C" of the existing West County Detention Center. Refer to Exhibit "A". The GMP is based on the following: drawings and specifications refer to Exhibit "A".

SCHEDULE OF TIME FOR COMPLETION

Pursuant to Article 5.3, Construction Manager shall substantially complete this work within **Seventy-five days (75)** calendar days of receiving the Notice to Proceed. Should the Contractor (or in the event of a default, its Surety) fail to achieve certification of Substantial Completion by the Contractual end date, the County will suffer damages, the amount of which is difficult if not impossible to ascertain, and the County shall be entitled to Liquidated Damages as specified for each calendar day beyond the Contractual end date, until certification of Substantial Completion and acceptance has been given by the County. The Liquidated Damages rate is **\$ 300.00** per day through the date of certification of Substantial Completion.

- (3) ATTACHMENTS: Exhibit A - GMP Proposal
 Public Construction Bond
 Form of Guarantee
 Insurance Certificate (s)

ATTACHMENT # 3

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Amendment on behalf of the COUNTY and CONSTRUCTION MANAGER has hereunto set its hand the day and year above written.

ATTEST:
SHARON R. BOCK, CLERK &
COMPTROLLER

PALM BEACH COUNTY BOARD, FLORIDA
Political Subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
County Attorney

By: _____
[Signature] Director - FD&O

WITNESS: FOR CONSTRUCTION MANAGER
SIGNATURE

CONSTRUCTION MANAGER:

MOSS & ASSOCIATES, LLC

[Signature]

Signature

[Signature]

Signature

Michael Mazza

Name (type or print)

Ted Adams

Name (type or print)

VICE PRESIDENT

Title

(Corporate Seal)

Palm Beach County Jail Expansion - II
West County Pod "C" Package
 6/04/2008 Revised

Div.	Item		%	GMP
	HVAC Roof Top Unit and Curbs with Expedited Shipping FOB Jobsite		Kirlin	79,609
	HVAC Demolition and RTU/Duct Installation		Comfort	299,000
	Roof Patching		Decktite	34,300
	Electrical		Urban	63,411
	Subtotal			476,320
	Building Permit / Plan Checking Fee			by Owner
	Construction Phase Fee		0.00%	
	Cost of Work - General Conditions		5.53%	29,831
	Subbonds / Subguard		1.25%	5,954
	Builders Risk Insurance			N/A
	Performance Bond		0.90%	5,572
	General Liability Insurance / C.C.I.P.		1.30%	8,048
	Construction Contingency		11%	66,677
	Subtotal			592,401
	Escalation			N/A
	Construction Manager Fee		4.50%	26,658
	TOTAL			619,059
CCP #01	Roof Top Units with Expedited Shipping			(79,609)
	GMP Total			539,450

MOSS

Palm Beach County Jail Expansion Project – II
West County
Pod C HVAC Scope

I. Testing and Balancing

- Testing, Adjusting and Balancing of all Work will be made by a certified contractor.

II. Pod C Renovation

General

- Verification of Subcontractor Layout
- Production of an As-Built after renovations are completed
- Provide all temporary power and water needed to perform this scope of work.
- Provide all permits needed to perform this scope of work.
- Provide living wage requirement for all employees.
- Provide Small Business Enterprise utilization goal of 15%.
- Moss shall provide limits of construction boundaries and one benchmark. Subcontractor is responsible for all layout required to perform this scope of work.
- Provide all materials necessary to complete this scope of work.
- Provide testing as required by the specifications to complete this scope of work.
- Provide associated saw cutting.
- Haul off and properly dispose of demolished material.
- Provide any temporary fence installation and removal as required to perform this work.
- Provide contractors 12 month warranty.

Pod C Demolition

- Shut down and disconnect existing roof top unit and exhaust fans.
- Remove existing roof top unit and exhaust fans and properly dispose of.
- Dismantle steel structure and remove from roof deck.
- Remove and dispose of existing insulated rectangular duct.
- Remove and dispose of abandon or structurally unsound duct stands.

HVAC Roof Top Unit Installation

- Furnish and install three (3) roof top units and prefabricated curbs.
- Furnish and install new exhaust fans with motor starters.
- Furnish and install double wall rectangular duct.

MOSS

- Furnish and install all necessary duct stands.
- Connect insulated rectangular duct to thru roof duct openings.
- Furnish and install security grilles as required in central control.
- Furnish and install stand only temperature control as required.
- Furnish connection for future Building Management System.
- Furnish connection for Exhaust Fans and duct smoke detectors to Fire Alarm Control Panel.
- Furnish and install electrical panel as required
- Provide Owner Training as necessary.
- All roof mounted equipment to meet current wind code.

Electrical

- Disconnect existing equipment before demolition.
- Provide power to new roof top units and exhaust fans.
- Connect fire alarm devices to existing system.
- Furnish and install new electrical panel.
- Re-routing lightning control circuits to new panel.
- Furnish and install roof mounted lightning control system.
- Coordinate fire alarm testing as required.
- Coordinate startup and testing.

Roof Repairs

- Furnish and install roof patches for removed stands and supports with compatible roofing material.
- Furnish and install protective gravel for roofing surface.
- Furnish and install curb flashing as required.

Palm Beach County Jail Expansion – II
 West County Pod C HVAC Renovation Package
 Qualifications and Assumptions
 May 19, 2008

Item #	Description
1.	This GMP has been prepared based on the Drawings, Specifications, and other related Documents prepared by HOK/STH and are listed in the attached Document Log dated April 23, 2008.
2.	No Specification book was provided with this set of documents.
3.	Construction Phase Fee and Cost of Work General Conditions Cost have been included for Pod C HVAC Renovation activities (June 2008 to August 2008).
4.	Cost of the premiums for the Construction Manager's bond shall be at a fixed rate of .90% of the GMP Amount.
5.	Costs for the Construction Manager's casualty insurance/C.C.I.P. shall be at a fixed rate of 1.3% of the GMP Amount.
6.	The cost of the Subguard Program shall be at a fixed rate of 1.25% of the total of all subcontracts and purchase orders.
7.	Builder's Risk Insurance has not been included in this GMP. It is understood that Palm Beach County will either provide Builder's Risk Insurance or cover any losses that occur during this work that would typically be covered by Builder's Risk Insurance.
8.	The Drawings do not required Testing and Balancing in the Building. Air flow from the new units will be balanced at the supply ducts per RFI #022.
9.	The existing steel structure, roof top unit and duct will be properly disposed of. No requirements are shown for transfer to county.
10.	The roof patches and pitch pocket material will be similar to the existing roofing material.
11.	Moss has included the price for the temporary traffic control and temporary fencing as needed to control the project site. It is assumed the construction yard will encompass parts of the facilities parking lot.
12.	The county must provide Moss with environmental surveys of all items to be demolished including existing insulated duct. Testing, handling, removal, transport, or disposal of Hazardous Materials discovered on site have not been included in the GMP. Any Hazardous Material discovered on site shall be considered a concealed condition. In the event these conditions are discovered Moss will cooperate with Palm Beach County and Palm Beach County's separate Abatement Contractor in the identification, abatement, removal, and transportation of the material.
13.	Renovation work to the HVAC system inside the facility is not part of this work.
14.	It is our understanding the design team will provide drawings detailing the specific installation locations of the Roof Top Units. Additionally, AutoCAD

	files will be provided for coordination.
15.	A schedule has been provided with this package. Moss has assumed that we will have full access to this roof and the interior areas that we will need to access to perform this work. It is our understanding that the facility will be unoccupied during the construction of this work.
X	We have carried an amount of \$35,724 to cover additional scope clarifications required for completion of this work.



License No. _____

RIDER

To be attached to and form part of Bond No. 105017193

Issued on behalf of Moss and Associates, LLC as Principal, and in favor of Palm Beach County Board of County Commissioners as Oblige.

It is agreed that:

1. The Surety hereby gives its consent to change the Name:

from: _____
to: _____

2. The Surety hereby gives its consent to change the Address:

from: _____
to: _____

3. The Surety hereby gives its consent to change the **Bond Amount** _____:

from: **Fourteen Million Nine Hundred Ninety One Thousand Nine Hundred Thirty Two and NO/100 Dllrs.**

to: **Fifteen Million Five Hundred Thirty One Thousand Three Hundred Eighty Two and NO/100 Dollars**

4. This rider shall become effective as of May 30th, 2008

PROVIDED, however, that the liability of the Surety under the attached bond as changed by this Rider shall not be cumulative.

Signed, sealed and dated May 30th, 2008

Travelers Casualty and Surety Company of America

By:

Charles J. Nielson

Attorney-in-Fact

Accepted: Palm Beach County Board of County Commissioners
Oblige

By:

John Chesher

OR Moss and Associates, LLC
Principal

By:

W. Scott Tinderman



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 219740

Certificate No. 002257464

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

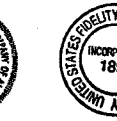
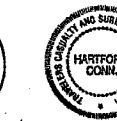
Charles D. Nielson, Charles J. Nielson, Mary C. Aceves, Warren M. Alter, David R. Hoover, Gicelle Pajon, Olga Iglesias, and Gloria McClure

of the City of Miami Lakes, State of Florida, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 11th day of March, 2008

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 11th day of March, 2008, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/14/2008

PRODUCER
Aon Risk Services, Inc of Florida
1001 Brickell Bay Drive
Suite 1100
Miami FL 33131 USA

PHONE: (866) 283-7122 FAX: (847) 953-5390

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Moss & Associates LLC
2101 N. Andrews Avenue
Suite 300
Wilton Manors FL 33311 USA

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	American International Specialty Lines	26883
INSURER B:	American Guarantee & Liability Ins Co	26247
INSURER C:	Zurich American Ins Co	16535
INSURER D:		
INSURER E:		

COVERAGES SIR May Apply

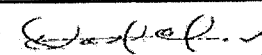
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
C		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <hr/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	GLO914084701	01/01/08	01/01/09	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
						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 <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON OWNED AUTOS <input checked="" type="checkbox"/> Comp Ded - \$1,000 <input checked="" type="checkbox"/> Coll Ded - \$1,000	BAP591817002	01/01/08	01/01/09	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	
						BODILY INJURY (Per accident)	
						PROPERTY DAMAGE (Per accident)	
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	
						OTHER THAN AUTO ONLY: EA ACC AGG	
A		EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <hr/> <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION	BE7412487	01/01/08	01/01/09	EACH OCCURRENCE	\$25,000,000
						AGGREGATE	\$25,000,000
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC591944002	01/01/08	01/01/09	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTH-ER	
						E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE-EA EMPLOYEE	\$1,000,000
						E.L. DISEASE-POLICY LIMIT	\$1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 RE: Palm Beach County Criminal Justice Facility. Palm Beach County, a political subdivision of the State of Florida, its officers, agents and employees are listed as Additional Insured with respect to the General Liability policy where required by written contract. A Waiver of Subrogation is granted in favor of Palm Beach County on the

CERTIFICATE HOLDER
 Palm Beach County
 Facilities Development
 2633 Vista Parkway
 West Palm Beach, FL 33411-5613 USA

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE 

Holder Identifier : Certificate No : 570026792646

LIST OF PROPOSED SBE-M/WBE SUBCONTRACTORS

PROJECT NAME: Criminal Justice Facilities PROJECT NO. 06213

NAME OF PRIME BIDDER: Moss & Associates, LLC

CONTACT PERSON: Ted Adams PHONE NO: 352 291-2940 FAX NO: 352 291-2945

BID OPENING DATE: N/A DEPARTMENT: FD&O

PLEASE IDENTIFY ALL APPLICABLE CATEGORIES OF SUBCONTRACTORS

Name, Address and Phone Number	(Check one or both Categories)		Subcontract Amount				
	Minority Business	Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
HENDERSON'S SERV. SERVICE 1100 NORTH MAIN ST BALE 1. LAKE FL 561.996-2278	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$ _____	\$ _____	\$ _____	\$ _____	\$ 3,600
2.	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
3.	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
4.	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
5.	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
(Please use additional sheets if necessary)	Total		\$ _____	\$ _____	\$ _____	\$ _____	\$ 3,600

Total Bid Price \$ 539,450

Total Value of SBE Participation \$ 3,600

- Note:
- The amounts listed on this form must be supported by the Subcontractors prices included on Schedule 2 in order to be counted toward goal attainment.
 - Firms may be certified by Palm Beach County as an SBE and/or M/WBE. If firms are certified as both an SBE and M/WBE, please indicate the dollar amount under the appropriate category.
 - M/WBE information is being collected for tracking purposes only.