

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:	August 15, 2017	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Workshop	<input type="checkbox"/> Public Hearing
Department:	Fire-Rescue		

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

- A) **approve** a budget transfer of \$1,468,000 within the Fire Rescue MSTU (Fund 1300) to establish funding in the Fire Rescue Improvement Fund (Fund 3700) for Fire Station 19 repair and renovation; and
- B) **approve** a budget amendment of \$1,468,000 in the Fire Rescue Capital Improvement Fund (Fund 3700) to recognize the revenue from the Fire Rescue MSTU (Fund 1300) and to establish budget to fund the Fire Station 19 repair and renovation; and
- C) **delegate** to the County Administrator or designee (Director of Facilities Development and Operations) the authority to execute on the Board's behalf a Guaranteed Maximum Price Amendment ("GMP") to the contract with Trillium Construction Inc., (R2016-0764), in a form substantially similar to the attached GMP and in an amount not-to-exceed \$1,290,000, for the repair and renovation of Fire Station 19.

Summary: On June 8, 2017, a non-County vehicle struck and broke the 4" backflow device located in the front of Fire Station 19. The broken backflow device discharged large amounts of water onto the fire station's roof and water intrusion flooded and destroyed the entire crew side of the building. Temporary housing arrangements for staff have been made until the necessary repairs/renovations are completed.

Trillium Construction Inc. is under contract with the County to provide construction management services for various projects under a continuing services agreement. The construction documents for the repair and renovation of Fire Station 19 are nearing completion, and Trillium Construction Inc. will begin the competitive bidding process required by the Contract immediately thereafter. In order to ensure the project can begin as soon as possible, staff is requesting the Board authorize the County Administrator or designee to approve the Amendment with Trillium Construction Inc. upon receiving and evaluating the subcontractor bids for the work.

Due to the extent of the building's damage and required construction efforts, the roof will also be replaced as part of this project. The roof is currently 19 years old with a useful life expectancy of 20 years. The planned replacement of the roof and select upgrades to the bunk area and Captains quarters are going to be accomplished at the same time in order to avoid disrupting station operations a second time. The estimated total project cost is \$1,468,000 (\$1,290,000 for construction costs and \$178,000 for architect's fee, staff charges, replacement of equipment, furnishings, etc., and other miscellaneous costs). This budget transfer and budget amendment will fund the necessary repair and renovation to Fire Station 19. Funding for this project is from the Fire Rescue MSTU contingency; however, an insurance claim is being processed by Risk Management. Any insurance proceeds received will be returned to the Fire Rescue MSTU (Fund 1300). District 1 (SB)

(continued on Page 3)

Attachments:

- 1. Budget Transfer (Fund 1300)
- 2. Budget Amendment (Fund 3700)
- 3. Guaranteed Maximum Price Amendment Sample

Recommended by: Michael C. Mackay 7/25/17
Deputy Chief Date

Approved by: Jill P. Bell 7/25/2017
Fire Rescue Administrator Date

Approved by: Nancy L. Bolton 8/9/17
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures	<u>1,468,000</u>	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
in-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>1,468,000</u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	_____	_____	_____	_____

Is Item Included in Proposed Budget? Yes ___ No X

Budget Account No.: Fund 3700 Dept 441 Unit F119 Object various

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

The source of funding for Fire Station 19 remediation and repairs is a budget transfer from the Fire Rescue MSTU (Fund 1300). The budget amendment will establish funding for this project in the Fire Rescue Improvement Fund (Fund 3700). Insurance proceeds are indeterminable at this time.

C. Departmental Fiscal Review:

em uha b m a t

III. REVIEW COMMENTS

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

[Signature] 7/28/17
OFMB ET 7/27 2017

[Signature] 8/8/17
Contract Development and Control
8/8/17 FW

B. Legal Sufficiency

[Signature] 8/8/17
Assistant County Attorney

C. Other Department Review:

[Signature] for ALW
Department Director

REVISED 9/03
ADM FORM 01

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.)

(continued from Page 1)

Background and Justification: Fire Station 19 is located at 322 North Central Boulevard in Jupiter and was opened in November 1998. On June 8, 2017, just after midnight, a vehicle traveling north on Central Boulevard crossed over to the west side of the roadway and struck the 4" backflow device in the front of Fire Station 19. The backflow device was broken and discharged large amounts of water onto the fire station's roof. This large continuous flow of water overloaded the roof and water poured into the ceiling and walls creating significant damage. This water intrusion flooded and destroyed the entire crew side of the fire station with approximately 12" of water inside the building. Due to the significant and costly damage at this fire station, this repair and renovation project is being coordinated by the Facilities Development and Operations Department.

The repairs to the fire station due to the flood include the demolition and reconstruction of the interior of the north side of the building (new ceilings, drywall, doors, electrical receptacles, light fixtures, fire alarm system, case work and flooring), as well as replacing the destroyed items that were located within this area of the fire station.

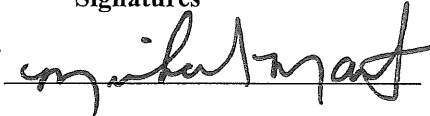
The costs associated with the repair will be itemized so as to ensure that sufficient detailed and specific cost information is available in support of an insurance claim.

BOARD OF COUNTY COMMISSIONERS
 PALM BEACH COUNTY, FLORIDA
 BUDGET TRANSFER

FUND 1300 - FIRE/RESCUE MSTU

ACCT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 07/21/17	REMAINING BALANCE
<u>Reserves</u>								
1300-440-4299-9901	Contingency Reserves	10,000,000	9,827,438		1,468,000	8,359,438		8,359,438
<u>Fire Rescue Transfers</u>								
1300-820-4290-9192	Tr To Fire Rescue Imprv Fd 3700	1,400,000	1,400,000	1,468,000		2,868,000		2,868,000
				1,468,000	1,468,000			

INITIATING DEPARTMENT/DIVISION
 Administration/Budget Department Approval
 OFMB Department - Posted

Signatures


Date
 07/25/2017

By Board of County Commissioners
 At Meeting of 08/15/17
 Deputy Clerk to the
 Board of County Commissioners

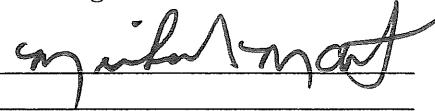
**BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT**

BGRV 440 0626170000000000459
BGEX 440 06261700000000001449

FUND 3700 - FIRE RESCUE IMPROVEMENT FUND

ACCT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 07/21/17	REMAINING BALANCE
<u>Revenue</u>								
3700-800-9100-8052	Tr Fr Fire/Rescue MSTU Fd 1300	1,400,000	1,400,000	1,468,000		2,868,000		
	Total Receipts and Balances	<u>10,183,706</u>	<u>10,727,595</u>	<u>1,468,000</u>		<u>12,195,595</u>		
<u>Appropriations</u>								
3700-441-F116-5111	Office Furniture and Equipment	0	0	5,000		5,000	0	5,000
3700-441-F116-5201	Materials/Supplies Operating	0	0	5,000		5,000	0	5,000
3700-441-F116-6401	Machinery & Equipment	0	0	18,000		18,000	0	18,000
3700-441-F116-6502	Building Construction	0	0	1,290,000		1,290,000	0	1,290,000
3700-441-F116-6505	Design/Engineering/Management	0	0	150,000		150,000	0	150,000
	Total Appropriations	<u>10,183,706</u>	<u>10,727,595</u>	<u>1,468,000</u>		<u>12,195,595</u>		

INITIATING DEPARTMENT/DIVISION
Administration/Budget Department Approval
OFMB Department - Posted

Signatures


Date
07/25/2017

By Board of County Commissioners
At Meeting of 08/15/17
Deputy Clerk to the
Board of County Commissioners

**AMENDMENT NO. ____ TO CONTRACT FOR
CONSTRUCTION MANAGEMENT SERVICES
FIRE-RESCUE STATION NO. 19 REPAIR AND RENOVATIONS
PROJECT NO. 17520**

This Amendment is made as of _____ by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as Owner, and Trillium Construction Inc., a Florida corporation, hereinafter referred to as "Construction Manager".

WHEREAS, the Owner and Construction Manager acknowledge and agree that the Contract dated June 21, 2016 between Palm Beach County ("Owner") and Trillium Construction Inc. ("Construction Manager") (R-2016-0764) ("Contract") is in full force and effect and that they intend to supplement the Contract by execution of this Amendment; and

WHEREAS, the Contract between Owner and Construction Manager requires that Construction Manager has rendered or will render pre-construction services as specified therein; and

WHEREAS, the parties have negotiated a Guaranteed Maximum Price as required by the Contract, which includes Construction Manager's fees for construction and warranty services and such other services as set forth herein and in the Contract.

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

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. The Construction Manager represents that the Construction Manager, Subcontractors, material and equipment suppliers have compared Phasing, Demolition, Architectural, Structural, Mechanical, Electrical, Plumbing, Civil and Site Drawings and Specifications and have compared and reviewed all general and specific details on the Drawings and that all conflicts, discrepancies, errors and omissions, which are within the commonly accepted knowledge based of a licensed general contractor, subcontractor, trades persons, manufacturers or other parties required to carry out the Work involved in this Amendment, have been corrected or clarified prior to execution of this GMP Amendment to the Contract, and therefore Construction Manager warrants that the GMP (exclusive of contingency) includes the cost of correcting all conflicts, discrepancies, errors, or omissions which Construction Manager identifies, or should have identified through the exercise of reasonable skill and care, during the preconstruction phase of this Contract.
3. The Construction Manager's review and comparison of all Drawings has taken into consideration the total and complete functioning of all systems and therefore the Construction Manager represents that the GMP represents the total cost for complete and functional systems and the GMP is established as follows:

a) **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 \$_____ for the construction costs of Fire-Rescue Station No. 19 Repair and Renovations as set forth on Exhibit "A" attached hereto and incorporated herein by reference.

b) SCHEDULE OF TIME FOR COMPLETION

Pursuant to Article 5.3, Construction Manager shall substantially complete the project within _____ calendar days of receiving the Notice to Proceed from the Owner. Liquidated Damages are \$_____/day for failure to complete within the contract time or approved extension thereof.

c) ATTACHMENTS

Pursuant to the requirements of the Contract, the following are attached hereto and incorporated herein by reference:

Exhibit A - GMP Proposal
Public Construction Bond
Form of Guarantee

4. Except as specifically modified herein, the Contract remains in full force and effect. All capitalized terms herein shall have the same meaning as set forth in the Contract.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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 made and executed this Amendment, the day and year first above written.

ATTEST:

**PALM BEACH COUNTY BOARD OF
COUNTY COMMISSIONERS,
BY ITS COUNTY ADMINISTRATOR OR
DESIGNEE**

By: _____

By: _____

Audrey Wolf, Director, Facilities
Development & Operations Dept.

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY**

By: _____

**WITNESS: FOR CONSTRUCTION MANAGER
SIGNATURE**

**CONSTRUCTION MANAGER:
TRILLIUM CONSTRUCTION INC.**

By: _____

Signature

By: _____

Signature

Name (type or print)

Name (type or print)

Title

(Corporate Seal)

EXHIBIT A

Palm Beach County - Fire Rescue - Station 19
 PALM BEACH COUNTY JOB NUMBER : ????? - TRILLIUM JOB NUMBER: 17-25-065
 TRILLIUM CONSTRUCTION INC.

CONCEPTUAL ESTIMATE

SUMMARY BUDGET ITEMS - GMP FORMAT

LINE ITEM	DESCRIPTION	LINE ITEM SUBTOTAL	LINE ITEM TOTAL	PERCENT OF TOTAL GMP				
01.0	PRECONSTRUCTION MANAGERS FEE		\$ 0,075	0.72%	INCLUDED IN THE BELOW GMP TOTAL			
02.0	CONSTRUCTION MANAGERS FEE <small>(INCLUDES OFF-SITE, OVERHEAD & PROFIT)</small>		\$ 179,768	1.74%				
02.1	OFF-SITE	\$ 73,529		1.11%				
02.2	ON-SITE	\$ 84,327		0.72%				
02.3	OVERHEAD & PROFIT	\$ 51,912		0.50%				
03.0	COST OF THE WORK		\$ 1,006,978	80.24%				
03.1	GENERAL CONDITIONS	\$ 4,195		3.87%				
03.2	CSI DIVISIONS 1 THROUGH 16	\$ 957,181		76.27%				
04.0	SUBTOTAL		\$ 1,195,719	95.28%				
05.0	BONDS		\$ 19,303	1.64%				
06.0	INSURANCE & BUILDER'S RISK		\$ 14,477	1.15%				
07.0	ANTICIPATED SALES TAX RECOVERY		\$ -	0.00%	Not Utilized Due to Lead Time of Materials			
08.0	SUBTOTAL		\$ 1,229,498	97.97%				
09.0	CONSTRUCTION CONTINGENCY		\$ 25,502	2.03%				
10.0	GUARANTEED MAXIMUM PRICE <small>(INCLUDING PRECONSTRUCTION)</small>		\$ -	100.00%	40.85%	<= Projected SBE =>	\$ 514,010	
					82.75%	<= Projected PBC =>	\$ 1,038,000	
					17.21%	<= Projected NON-PBC =>	\$ 216,000	

PUBLIC CONSTRUCTION BOND

BOND NUMBER _____

BOND AMOUNT _____

CONTRACT AMOUNT _____

CONTRACTOR'S NAME: _____

CONTRACTOR'S ADDRESS: _____

CONTRACTOR'S PHONE: _____

SURETY COMPANY: _____

SURETY'S ADDRESS: _____

SURETY'S PHONE: _____

OWNER'S NAME: PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS
CAPITAL IMPROVEMENTS DIVISION

OWNER'S ADDRESS: 2633 Vista Parkway
West Palm Beach, FL 33411-5604

OWNER'S PHONE: (561) 233-0261

PROJECT NAME: _____

PROJECT NUMBER: _____

CONTRACT NUMBER (to be completed by County after Contract award): _____

DESCRIPTION OF WORK: _____

PROJECT ADDRESS, PCN, or LEGAL DESCRIPTION: _____

This Bond is issued in favor of the County conditioned on the full and faithful performance of the Contract.

KNOW ALL MEN BY THESE PRESENTS: that Contractor and Surety, are held and firmly bound unto

Palm Beach County Board of County Commissioners
301 N. Olive Avenue
West Palm Beach, Florida 33401

as Obligee, herein called County, for the use and benefit of claimant as hereinbelow defined, in the amount of

Dollars (\$))

(Here insert a sum equal to the Contract Price)

for the payment whereof Principal and Surety bind themselves, their heirs, personal representatives, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement entered into a contract with the County for

Project Name:
Project No.:
Project Description:
Project Location:

in accordance with Drawings and Specifications prepared by

NAME OF ARCHITECTURAL FIRM:
LOCATION OF FIRM:
PHONE:

which contract is by reference made a part hereof in its entirety, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract between Principal and County for the construction of _____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05, Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays County all losses, damages (including liquidated damages), expenses, costs, and attorneys' fees, including appellate proceedings, that County sustains because of a default by Principal under the contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.
5. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond and Surety waives notice of such changes.
6. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of construction liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against the bond.
7. Principal and Surety expressly acknowledge that any and all provisions relating to consequential, delay and liquidated damages contained in the contract are expressly covered by and made a part of this Performance, Labor and Material Payment Bond. Principal and Surety acknowledge that any such provisions lie within their obligations and within the policy coverages and limitations of this instrument.

Section 255.05, Florida Statutes, as amended, together with all notice and time provisions contained therein, is incorporated herein, by reference, in its entirety. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes. This instrument regardless of its form, shall be construed and deemed a statutory bond issued in accordance with Section 255.05, Florida Statutes.

Any action brought under this instrument shall be brought in the court of competent jurisdiction in Palm Beach County and not elsewhere.

Witness

Principal (Seal)

Title

Witness

Surety (Seal)

Title

FORM OF GUARANTEE

GUARANTEE FOR (Contractor and Surety Name) _____

We the undersigned hereby guarantee that the (PROJECT NAME AND NUMBER) Palm Beach County, Florida, which we have constructed and bonded, has been done in accordance with the plans and specifications; that the work constructed will fulfill the requirements of the guaranties included in the Contract Documents. We agree to repair or replace any or all of our work, together with any work of others which may be damaged in so doing, that may prove to be defective in the workmanship or materials within a period of one year from the date of Substantial Completion of all of the above named work by the County of Palm Beach, State of Florida, without any expense whatsoever to said County of Palm Beach, ordinary wear and tear and unusual abuse or neglect excepted by the County. When correction work is started, it shall be carried through to completion.

In the event of our failure to acknowledge notice, and commence corrections of defective work within five (5) working days after being notified in writing by the Board of County Commissioners, Palm Beach County, Florida, we, collectively or separately, do hereby authorize Palm Beach County to proceed to have said defects repaired and made good at our expense and we will honor and pay the costs and charges therefore upon demand.

DATED _____
(Date to be filled in at substantial completion)

SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY

(Contractor) (Seal)

By: _____
(Signature)

(Surety) (Seal)

By: _____
(Signature)

(Print Name)