

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

Meeting Date: **October 16, 2018** **Consent** **Regular**
 Ordinance **Public Hearing**

Department: **Facilities Development & Operations**

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Amendment No. 4 to six (6) annual electrical contracts extending the term for one (1) year for electrical services on a continuing contract basis for the period of November 18, 2018 through November 17, 2019.


<u>Contractor</u>	<u>Original Contract Resolution #</u>	<u>Status</u>	<u>Total dollars in Work Orders to-date</u>	<u>Total SBE Participation To-date</u>
A) Albert Electric, Inc.	R2014-1735	Local/SBE	\$351,626	96.2%
B) DAVCO Electrical Contractors, Corp.	R2014-1736	Local/Non-SBE	\$11,370	0.0%
C) Grid-One Electrical Construction, Inc.	R2014-1738	Local (Glades)/SBE	\$6,230	100.0%
D) Knight Electric Company, Inc.	R2014-1739	Local/Non-SBE	\$85,570	0.0%
E) Langer Electric Company	R2014-1740	Non-Local/Non-SBE	\$9,970	0.0%
F) Sullivan Electric & Pump, Inc.	R2014-1742	Local/SBE	\$20,471	100.0%

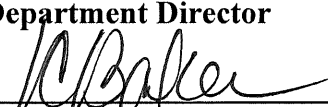
Summary: Amendment No. 4 extends the term of the contracts for electrical services for one (1) year through November 17, 2019. The Board approved the annual contracts on November 18, 2014, and the original contracts provided for an initial term of one (1) year with four (4) renewal options each for a period of one (1) year. During the first four years of the contracts, the County awarded \$545,158 in work orders. The annual electrical contracts are indefinite-quantity contracts with a maximum cumulative value of \$1,000,000 for the term. Projects are bid among the pre-qualified participants and additional firms may become prequalified at any time. Five of the six contractors are Palm Beach County businesses. Langer Electric Company is based in Broward. The Small Business Enterprise (SBE) participation goal established by the SBE Ordinance is 15%. The cumulative SBE participation for all work orders to-date is 77%. **(Capital Improvements) Countywide (LDC)**

Background and Justification: Eight (8) contractors were originally pre-qualified to provide electrical services associated with repairs, improvements and renovations to County properties. The original list of eight (8) approved participants has been reduced to six (6). Work is awarded as work orders on a lump-sum, competitively quoted basis among the pool of pre-qualified electrical contractors. The original contract terms were for one (1) year and allowed for four (4) additional one (1) year renewals. It is the consensus of Facilities Development and Operations that these six contractors have successfully provided the services required by the County in a timely manner. They are in good standing and wish to continue to provide services.

Attachments:

1. Amendment #4 for Albert Electric, Inc.
2. Amendment #4 for DAVCO Electrical Contractors, Corp.
3. Amendment #4 for Grid-One Electrical Construction, Inc.
4. Amendment #4 for Knight Electric Company, Inc.
5. Amendment #4 for Langer Electric Company
6. Amendment #4 for Sullivan Electric & Pump, Inc.

Recommended By:  Amy Wolf 9/28/18
 Department Director **Date**

Approved By:  _____ 10/9/18
 County Administrator **Date**

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2019	2020	2021	2022	2023
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	*	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes _____ No _____
 Does this item include use of federal funds? Yes _____ No X

Budget Account No: Fund ____ Dept ____ Unit ____ Object ____ Program _____

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

* Potential maximum fiscal impact is \$1,000,000. Work Orders requiring BCC approval will be brought to the Board and fiscal impact will be addressed at that time; otherwise, funding will come from previously approved BCC projects.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

<p>_____ 9/24/18 OFMB 29/9/20</p>	<p>_____ 9/28/18 Contract Development and Control 9/27/18</p>
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B. Legal Sufficiency:

_____ 10/5/18
 Assistant County Attorney

C. Other Department Review:

 Department Director

AMENDMENT NO. 4 TO ANNUAL CONTRACT

This Amendment (“Amendment”) to the Annual Contract for **Electrical** is made and entered into on _____, by and between Palm Beach County (“County”), a political subdivision of the State of Florida and Albert Electric, Inc. hereinafter referred to as “Contractor”.

WITNESSETH

WHEREAS, on November 18, 2014, the parties hereto entered into the Annual Contract (R2014-1735) (hereinafter the “Annual Contract”) under which the Contractor provides awarded work to the County for various projects as bid from time to time under the Annual Contract; and

WHEREAS, the County and the Contractor desire to amend certain contract conditions of the Annual Contract.

NOW THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the Parties agree as follows:

1. Contract Extension/Renewal. The parties hereby extend the term of the original contract through November 17, 2019.

2. Certification of No Material Changes. The Contractor by execution of this Amendment hereby certifies, represents, affirms and warrants that since it submitted its Qualification Application:

- a. there has been no material change in the management or ownership of the Contractor;
- b. there has been no material adverse change in the financial stability or financial resources of the Contractor;
- c. there has been no material change in the pending litigation or claims against the Contractor such that they would have a negative impact on the Contractor’s ability to perform under the Contract;
- d. the Contractor has not been debarred or suspended by any government entity or placed on a convicted vendor list maintained by the State of Florida or any other government entity; and
- e. the Contractor continues to maintain all licenses and certifications required to perform under the Contract.
- f. the Contractor certifies that it is still in compliance with the requirements pertaining to scrutinized companies under Florida Statutes Section 287.135.

3. Contract Terms Affirmed. Except as set forth below, the terms and conditions of the Annual Contract shall remain in full force and effect and are hereby ratified and affirmed by the parties hereto.



Annual Contract Modifications and Additions. The following provisions of the Annual Contract are modified as follows:

Section 3.5 of the Instructions to Bidders is replaced in its entirety with:

3.5 Scrutinized Companies.

3.5.1 As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the Contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.

3.5.2 When contract value is greater than \$1 million: As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the Contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

3.5.3 If the County determines, using credible information available to the public, that a false certification has been submitted by the Contractor, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal, if applicable.

THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

OK

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to the Annual Contract to be executed as of the day and year first above written.

ATTEST:

SHARON R. BOCK
CLERK & COMPROLLER

PALM BEACH COUNTY, a political
subdivision of the State of Florida

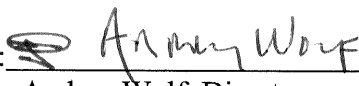
By: _____
Deputy Clerk

By: _____
Melissa McKinlay, Mayor

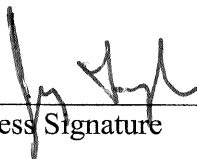
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY


APPROVED AS TO THE TERMS
AND CONDITIONS

By: 
Assistant County Attorney

By: 
Audrey Wolf, Director
Facilities Development & Operations

CONTRACTOR: Albert Electric, Inc.


Witness Signature
Joy Taylor
Print Witness Name

By: 
Signature
Name: Thomas Albert
Title: president



JOY TAYLOR
MY COMMISSION # FF 950881
EXPIRES: February 25, 2020
Bonded Thru Budget Notary Services

(SEAL)



AMENDMENT NO. 4 TO ANNUAL CONTRACT

This Amendment (“Amendment”) to the Annual Contract for **Electrical** is made and entered into on _____, by and between Palm Beach County (“County”), a political subdivision of the State of Florida and DAVCO Electrical Contractors Corp., hereinafter referred to as “Contractor”.

WITNESSETH

WHEREAS, on November 18, 2014, the parties hereto entered into the Annual Contract (R2014-1736) (hereinafter the “Annual Contract”) under which the Contractor provides awarded work to the County for various projects as bid from time to time under the Annual Contract; and

WHEREAS, the County and the Contractor desire to amend certain contract conditions of the Annual Contract.

NOW THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the Parties agree as follows:

1. Contract Extension/Renewal. The parties hereby extend the term of the original contract through November 17, 2019.

2. Certification of No Material Changes. The Contractor by execution of this Amendment hereby certifies, represents, affirms and warrants that since it submitted its Qualification Application:

- a. there has been no material change in the management or ownership of the Contractor;
- b. there has been no material adverse change in the financial stability or financial resources of the Contractor;
- c. there has been no material change in the pending litigation or claims against the Contractor such that they would have a negative impact on the Contractor’s ability to perform under the Contract;
- d. the Contractor has not been debarred or suspended by any government entity or placed on a convicted vendor list maintained by the State of Florida or any other government entity; and
- e. the Contractor continues to maintain all licenses and certifications required to perform under the Contract.
- f. the Contractor certifies that it is still in compliance with the requirements pertaining to scrutinized companies under Florida Statutes Section 287.135.

3. Contract Terms Affirmed. Except as set forth below, the terms and conditions of the Annual Contract shall remain in full force and effect and are hereby ratified and affirmed by the parties hereto.

Annual Contract Modifications and Additions. The following provisions of the Annual Contract are modified as follows:

Section 3.5 of the Instructions to Bidders is replaced in its entirety with:

3.5 Scrutinized Companies.

3.5.1 As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the Contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.

3.5.2 When contract value is greater than \$1 million: As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the Contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

3.5.3 If the County determines, using credible information available to the public, that a false certification has been submitted by the Contractor, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal, if applicable.

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to the Annual Contract to be executed as of the day and year first above written.

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

PALM BEACH COUNTY, a political
subdivision of the State of Florida

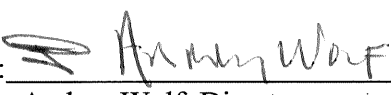
By: _____
Deputy Clerk

By: _____
Melissa McKinlay, Mayor

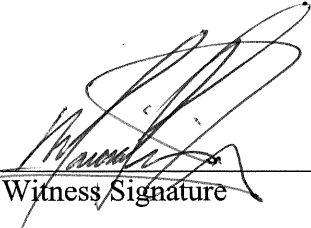
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY


APPROVED AS TO THE TERMS
AND CONDITIONS

By:  _____
Assistant County Attorney

By:  _____
Audrey Wolf, Director
Facilities Development & Operations

CONTRACTOR: DAVCO Electrical
Contractors Corp.

 _____
Witness Signature
Marcial Seni Jr.
Print Witness Name

By:  _____
Signature
Name: Mark Komar
Title: Vice President

(SEAL)

AMENDMENT NO. 4 TO ANNUAL CONTRACT

This Amendment (“Amendment”) to the Annual Contract for **Electrical** is made and entered into on _____, by and between Palm Beach County (“County”), a political subdivision of the State of Florida and Grid-One Electrical Construction, Inc., hereinafter referred to as “Contractor”.

WITNESSETH

WHEREAS, on November 18, 2014, the parties hereto entered into the Annual Contract (R2014-1738) (hereinafter the “Annual Contract”) under which the Contractor provides awarded work to the County for various projects as bid from time to time under the Annual Contract; and

WHEREAS, the County and the Contractor desire to amend certain contract conditions of the Annual Contract.

NOW THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the Parties agree as follows:

1. Contract Extension/Renewal. The parties hereby extend the term of the original contract through November 17, 2019.

2. Certification of No Material Changes. The Contractor by execution of this Amendment hereby certifies, represents, affirms and warrants that since it submitted its Qualification Application:

a. there has been no material change in the management or ownership of the Contractor;

b. there has been no material adverse change in the financial stability or financial resources of the Contractor;

c. there has been no material change in the pending litigation or claims against the Contractor such that they would have a negative impact on the Contractor’s ability to perform under the Contract;

d. the Contractor has not been debarred or suspended by any government entity or placed on a convicted vendor list maintained by the State of Florida or any other government entity; and

e. the Contractor continues to maintain all licenses and certifications required to perform under the Contract.

f. the Contractor certifies that it is still in compliance with the requirements pertaining to scrutinized companies under Florida Statutes Section 287.135.

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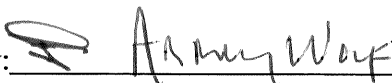
By: _____
Deputy Clerk

By: _____
Melissa McKinlay, Mayor

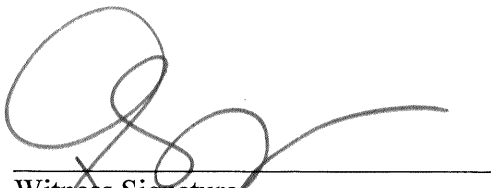
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO THE TERMS
AND CONDITIONS

By: 
Assistant County Attorney

By: 
Audrey Wolf, Director
Facilities Development & Operations

CONTRACTOR: Grid One Electrical
Construction, Inc.



Witness Signature
Jennifer Schumacher
Print Witness Name

By: Deanna Young
Signature
Name: Deanna Young
Title: Treasurer

(SEAL)



AMENDMENT NO. 4 TO ANNUAL CONTRACT

This Amendment (“Amendment”) to the Annual Contract for **Electrical** is made and entered into on _____, by and between Palm Beach County (“County”), a political subdivision of the State of Florida and Knight Electric Company, Inc., hereinafter referred to as “Contractor”.

WITNESSETH

WHEREAS, on November 18, 2014, the parties hereto entered into the Annual Contract (R2014-1739) (hereinafter the “Annual Contract”) under which the Contractor provides awarded work to the County for various projects as bid from time to time under the Annual Contract; and

WHEREAS, the County and the Contractor desire to amend certain contract conditions of the Annual Contract.

NOW THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the Parties agree as follows:

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- d. the Contractor has not been debarred or suspended by any government entity or placed on a convicted vendor list maintained by the State of Florida or any other government entity; and
- e. the Contractor continues to maintain all licenses and certifications required to perform under the Contract.
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3.5.2 When contract value is greater than \$1 million: As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the Contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

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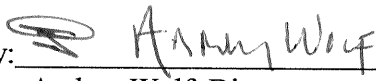
By: _____
Deputy Clerk

By: _____
Melissa McKinlay, Mayor

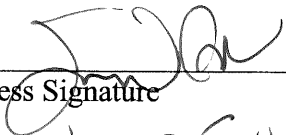
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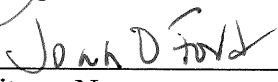
APPROVED AS TO THE TERMS
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By: 
Assistant County Attorney

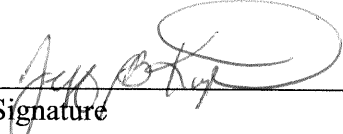
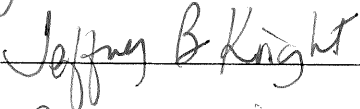

By: 
Audrey Wolf, Director
Facilities Development & Operations


CONTRACTOR: Knight Electric Company,
Inc.



Witness Signature


Print Witness Name

By: 
Signature
Name: 
Title: 

Title: 

(SEAL)

AMENDMENT NO. 4 TO ANNUAL CONTRACT

This Amendment (“Amendment”) to the Annual Contract for **Electrical** is made and entered into on _____, by and between Palm Beach County (“County”), a political subdivision of the State of Florida and Langer Electric Company, hereinafter referred to as “Contractor”.

WITNESSETH

WHEREAS, on November 18, 2014, the parties hereto entered into the Annual Contract (R2014-1740) (hereinafter the “Annual Contract”) under which the Contractor provides awarded work to the County for various projects as bid from time to time under the Annual Contract; and

WHEREAS, the County and the Contractor desire to amend certain contract conditions of the Annual Contract.

NOW THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the Parties agree as follows:

1. Contract Extension/Renewal. The parties hereby extend the term of the original contract through November 17, 2019.

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- a. there has been no material change in the management or ownership of the Contractor;
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- c. there has been no material change in the pending litigation or claims against the Contractor such that they would have a negative impact on the Contractor’s ability to perform under the Contract;
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ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

PALM BEACH COUNTY, a political
subdivision of the State of Florida

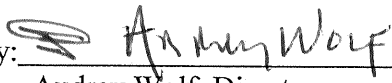
By: _____
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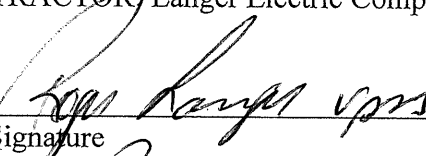
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO THE TERMS
AND CONDITIONS

By:  _____
Assistant County Attorney

By:  _____
Audrey Wolf, Director
Facilities Development & Operations

CONTRACTOR Langer Electric Company

By:  _____
Signature

Name: Roger Langer V.P.

Title: Vice President

 _____
Witness Signature

Cardina Pico
Print Witness Name

(SEAL)

AMENDMENT NO. 4 TO ANNUAL CONTRACT

This Amendment (“Amendment”) to the Annual Contract for **Electrical** is made and entered into on _____, by and between Palm Beach County (“County”), a political subdivision of the State of Florida and Sullivan Electric & Pump, Inc., hereinafter referred to as “Contractor”.

WITNESSETH

WHEREAS, on November 18, 2014, the parties hereto entered into the Annual Contract (R2014-1742) (hereinafter the “Annual Contract”) under which the Contractor provides awarded work to the County for various projects as bid from time to time under the Annual Contract; and

WHEREAS, the County and the Contractor desire to amend certain contract conditions of the Annual Contract.

NOW THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the Parties agree as follows:

1. Contract Extension/Renewal. The parties hereby extend the term of the original contract through November 17, 2019.

2. Certification of No Material Changes. The Contractor by execution of this Amendment hereby certifies, represents, affirms and warrants that since it submitted its Qualification Application:

- a. there has been no material change in the management or ownership of the Contractor;
- b. there has been no material adverse change in the financial stability or financial resources of the Contractor;
- c. there has been no material change in the pending litigation or claims against the Contractor such that they would have a negative impact on the Contractor’s ability to perform under the Contract;
- d. the Contractor has not been debarred or suspended by any government entity or placed on a convicted vendor list maintained by the State of Florida or any other government entity; and
- e. the Contractor continues to maintain all licenses and certifications required to perform under the Contract.
- f. the Contractor certifies that it is still in compliance with the requirements pertaining to scrutinized companies under Florida Statutes Section 287.135.

3. Contract Terms Affirmed. Except as set forth below, the terms and conditions of the Annual Contract shall remain in full force and effect and are hereby ratified and affirmed by the parties hereto.

Annual Contract Modifications and Additions. The following provisions of the Annual Contract are modified as follows:

Section 3.5 of the Instructions to Bidders is replaced in its entirety with:

3.5 Scrutinized Companies.

3.5.1 As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the Contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.

3.5.2 When contract value is greater than \$1 million: As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the Contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

3.5.3 If the County determines, using credible information available to the public, that a false certification has been submitted by the Contractor, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal, if applicable.

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to the Annual Contract to be executed as of the day and year first above written.

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

PALM BEACH COUNTY, a political
subdivision of the State of Florida

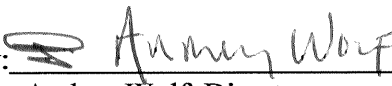
By: _____
Deputy Clerk

By: _____
Melissa McKinlay, Mayor

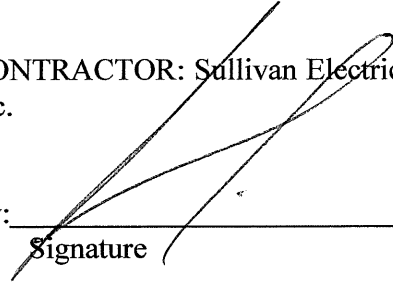
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO THE TERMS
AND CONDITIONS

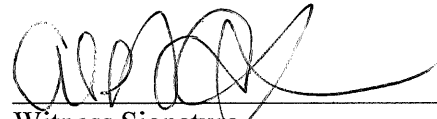
By: 
Assistant County Attorney

By: 
Audrey Wolf, Director
Facilities Development & Operations

CONTRACTOR: Sullivan Electric & Pump,
Inc.

By: 
Signature

Name: Gary T. Sullivan


Witness Signature

Alexis Miraglia
Print Witness Name

Title: President

(SEAL)