

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: April 7, 2020 [X] Consent [] Regular
[] Workshop [] Public Hearing

Department: Facilities Development & Operations

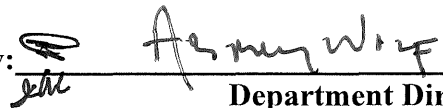

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: Amendment No. 18 to the continuing construction manager (CM) contract (2016-0762) with Robling Architecture Construction, Inc. establishing a guaranteed maximum price for the Convention Center Chillers Variable Frequency Drives Replacement project in the amount of \$388,041.72 to be completed in 180 days.

Summary: On January 7, 2020, via Agenda Item 3H-7, the Board of County Commissioners (BCC) authorized the County Administrator or designee, which in this case was the Director of Facilities Development and Operations, to execute Amendment No. 18 in an amount not to exceed of \$400,000. Amendment No. 18 authorized the coordination, ordering, purchasing and installation of variable frequency drives for four (4) existing mechanical chillers at the Palm Beach County Convention Center as well as associated preconstruction services. The attached Amendment was fully executed on behalf of the BCC by the Director of the Facilities Development and Operations Department. In accordance with the County Policy and Procedures Manual (PPM) CW-O-051, all delegated contracts, agreements and grants must be submitted by the initiating Department as a receive and file agenda item. The Construction Manager (CM) was selected pursuant to the Small Business Enterprise (SBE) ordinance but this GMP, having been initiated after January 1, 2019, is subject to the requirements of the Equal Business Opportunity (EBO) Ordinance. The continuing CM contract was presented to the Goal Setting Committee on February 20, 2019 and an Affirmative Procurement Initiative (API) of 20% SBE participation was applied. SBE participation on this Amendment is 9.93%. The CM is an SBE and to date the CM has achieved 38.13% SBE subcontracting participation. The CM is a local business. The funding source is from the Tourist Development Bed Tax revenues. **(Capital Improvements Division) Countywide/District 7 (LDC)**

Background and Justification: The Convention Center was completed in 2003, which included the existing chillers and mechanical equipment. One of the chillers is currently out of operation and two of the remaining three units are experiencing operational issues. Due to age and continued operation of the equipment, the variable frequency drives, controllers and wiring are in need of replacement. The delegation of authority for the County Administrator or designee to execute this GMP was requested to expedite coordination, ordering, purchasing and installation of the variable frequency drives for four (4) existing mechanical chillers at the Palm Beach County Convention Center prior to the next Board of County Commissioners (BCC) meeting in order to remediate the existing operational deficiencies as quickly as possible.

- Attachment:**
- 1. Amendment No. 18
 - 2. 01/7/2020 Board Item 3H-7
 - 3. Control Sheet – Robling Architecture Construction, Inc.

Recommended by:  Department Director Date 3/5/2020
Approved by:  County Administrator Date 3/17/2020

II. FISCAL IMPACT ANALYSIS

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures	\$391,042	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	\$391,042	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

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

Budget Account No: Fund 3807 Dept 411 Unit B647 Object 4907

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

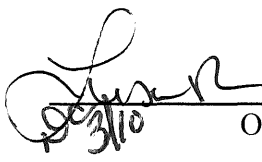
The Funding source for Amendment # 18 is from the Tourist Development Bed Tax revenues.

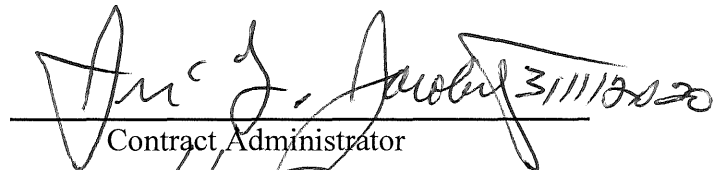

Construction	\$388,041.72
Staff	<u>\$3,000</u>
Total	\$391,041.72

C. Departmental Fiscal Review: 


III. REVIEW COMMENTS:

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

 3/10/2020
 OFMB LH
3/10

 3/11/2020
 Contract Administrator
 3/11/2020 

B. Legal Sufficiency:

 3/12/2020
 Assistant County Attorney

C. Other Department Review:

 Department Director

This summary is not to be used as a basis for payment.

AMENDMENT #18
ROBLING ARCHITECTURE CONSTRUCTION, INC.
TO CONTRACT FOR
CONSTRUCTION MANAGEMENT AT RISK SERVICES
ON A CONTINUING CONTRACT BASIS
CONVENTION CENTER CHILLER VARIABLE FREQUENCY DRIVES (VFD)
REPLACEMENT
PROJECT NO. 13210.4.18

This Amendment is made as of 2/24/2020 by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as Owner, and Robling Architecture Construction, Inc., hereinafter referred to as "Construction Manager".

WHEREAS, the Owner and Construction Manager acknowledge and agree that the Continuing Contract between Owner and Construction Manager dated June 21, 2016 (R2016-0762) (hereinafter the Continuing Contract) is in full force and effect and that this Amendment incorporates all the terms and conditions of the Continuing Contract as may be supplemented and amended by this Amendment.

WHEREAS, under this Amendment #18, Owner is assigning Project No. 13210.4.18 (the Project) to Construction Manager under the Continuing Contract for preconstruction and construction services;

WHEREAS, the parties have negotiated a Preconstruction Services Price and a Guaranteed Maximum Price for the Project, including the Construction Manager's fees calculated in accordance with the terms of the Continuing Contract, whereby the Construction Manager will render construction and warranty services and other services as set forth herein and in the Continuing 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:

- 1. Recitals.** The foregoing recitals are true and correct and incorporated herein by reference.
- 2. Construction Manager's Representations.** The Construction Manager represents that:

The Construction Manager, Trade Contractors, Sub-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 base 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 Continuing 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 identified, or should have identified through the exercise of reasonable skill and care, during the preconstruction phase of this Project.

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.

3. Guaranteed Maximum Price. Pursuant to Section 2.1, 2.2 and Article 6 of the Continuing Contract between Owner and Construction Manager, the parties have agreed to a preconstruction price for preconstruction services and Guaranteed Maximum Price for construction services of **\$388,041.72** for the Project. The GMP is based on the following: **Attachment C**.

4. Schedule of Time for Completion. The time of completion for this Amendment will be as follows: The Construction Manager shall substantially complete the work within **180** calendar days from the Notice to Proceed from Owner. Liquidated Damages are \$80.00/day for failure to achieve certification of substantial completion within the contract time or approved extension thereof.

5. Contract Modifications and Additions. The Continuing Contract is hereby modified to include the terms and conditions set forth on **Attachments A and B**, which are incorporated herein by reference.

6. API. The API for this Continuing Contract is 20% SBE subcontracting participation. To date Construction Manager has achieved 38.13% SBE subcontracting participation on this Continuing Contract. Construction Manager will provide 9.93% on this Amendment.

7. Attachments. The following attachments are attached hereto and incorporated herein by reference:

- Attachment A – Contract Modifications and Additions
- Attachment B – Affirmative Procurement Initiatives (APIs)
- Attachment C - GMP Summary
- Public Construction Bond
- Form of Guarantee
- Insurance Certificate(s)
- EBO Schedules 1 and 2


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

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IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Amendment on behalf of the COUNTY.

Witness for Construction Manager:

Construction Manager
Robling Architecture Construction, Inc.



Signature

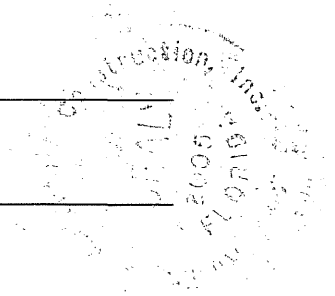


Signature

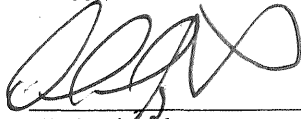
Melissa Nicosia
Name (type or print)

Damon A Robling
Name (type or print)

President
Title

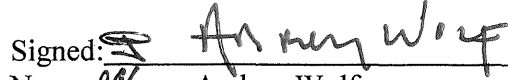


Attest:



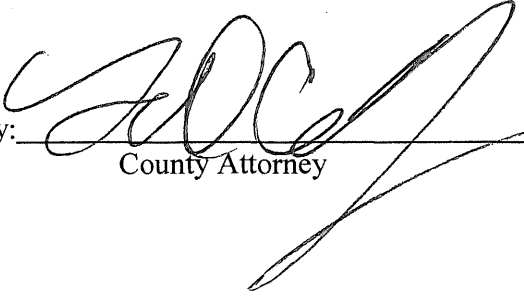
FDO Fiscal

Palm Beach County Board of County Commissioners, By Director, Facilities Development & Operations Department

Signed: 
Name: Audrey Wolf

Date: 2/24/2020

APPROVED AS TO
LEGAL SUFFICIENCY

By: 

County Attorney

**ATTACHMENT A
CONTRACT MODIFICATIONS AND ADDITIONS**

The Provisions of this Attachment shall take precedence and control over any inconsistent or conflicting provisions in the Contract Documents.

1. The following new sections are added to Continuing Contract:

1.10 VSS Registration Required. Prior to beginning work, Construction Manager must register in the County's Vendor Self Service ("VSS") at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If Construction Manager intends to use subcontractors, Construction Manager must also ensure that all subcontractors are registered as vendors in VSS prior to beginning work. All subcontractor agreements must include a contractual provision requiring that the subcontractor register in VSS.

1.11 Commercial Non-Discrimination. The Construction Manager represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2017-1770 as amended. As part of such compliance, the Construction Manager shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subconsultants, subcontractors, vendors, suppliers, or commercial customers, nor shall the Construction Manager retaliate against any person for reporting instances of such discrimination. The Construction Manager shall provide equal opportunity for subconsultants, subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. The Construction Manager understands and agrees that a material violation of this clause shall be considered a material breach of contract and may result in termination of the contract, disqualification or debarment of the Construction Manager from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

The Construction Manager acknowledges and agrees that all subcontractor agreements shall include a commercial non-discrimination clause.

2. Section 2.1.13.1 of the Continuing Contract is replaced with the following:

2.1.13.1 Equal Business Opportunity (EBO) Program.

a. Policy. It is the policy of the Board of County Commissioners of Palm Beach County, Florida, (the Board) that all segments of its business population, including, but not limited to, small, local, minority and women owned businesses, have an equitable opportunity to participate in the County's procurement process, prime contract and subcontract opportunities. To that end, the Board adopted an Equal Business Opportunity Ordinance which is codified in Sections 2-80.20 through 2-80.30 (as may be amended) of the Palm Beach County Code, (EBO Ordinance) which sets forth the County's requirements for the EBO Program, and which is incorporated in this Contract. The provisions of the EBO Ordinance are applicable to this Contract, and shall have precedence over the provisions of this Contract in the event of a conflict. The Construction Manager agrees to abide by all provisions of the EBO Ordinance and understands that failure to comply with any of the requirements will be considered a breach of this Contract.

b. Affirmative Procurement Initiatives (APIs) Applicable to this Continuing Contract. The APIs approved for this Continuing Contract, including any applicable SBE or M/WBE goals, are set out on Attachment B. If an SBE subcontracting goal has been applied to this Contract, the Construction Manager may apply an SBE price preference, for subcontracts less than \$1,000,000, where the subcontract will be awarded to the lowest responsive, responsible bidder unless a certified SBE's bid is within ten (10) percent of the lowest non-SBE bid, in which case the award shall be made to the certified SBE

submitting the lowest responsive, responsible bid. For subcontracts \$1,000,000 or more, the Construction Manager may apply an SBE price preference where the subcontract will be awarded to the low bidder responsive to the SBE requirements provided that such bid does not exceed the lowest responsive bid by more than \$100,000 plus 3% of the total bid in excess of \$1,000,000.

c. API Waiver Requests/Good Faith Efforts. If Construction Manager is unable to comply with the API requirements established by the County's Goal Setting Committee for this Contract, then the Construction Manager must request a waiver or partial waiver from the Office of EBO using the forms required by the Office of EBO. Such waiver request shall include specified documentation that demonstrates satisfactory Good Faith Efforts (as defined below) were undertaken by Construction Manager to comply with the APIs applicable to this Continuing Contract.

Good Faith Efforts means documentation of the Construction Manager's intent to comply with the applicable APIs, including, but not limited to, the following: (1) documentation reflecting the Construction Manager's commitment to comply with SBE or M/WBE goals as established by the County's Goal Setting Committee for the construction subcontracts; or (2) documentation of efforts made toward achieving EBO program goals (e.g., solicitations of bids/proposals/qualification statements from all qualified SBE firms or M/WBE firms listed in the Office of EBO's directory of certified SBE or M/WBE firms; correspondence from qualified SBE or M/WBE firms documenting their unavailability to perform SBE or M/WBE subcontracts; documentation of efforts to subdivide work into smaller quantities for subcontracting purposes to enhance opportunities for SBE or M/WBE firms; documentation of Construction Manager's posting of a bond covering the work of SBE or M/WBE subcontractors; documentation of efforts to assist SBE or M/WBE firms with obtaining financing, bonding or insurance required by the Construction Manager; and documentation of consultations with trade associations and consultants that represent the interests of SBE and/or M/WBEs in order to identify qualified and available SBE or M/WBE subcontractors. Scoring of Good Faith Efforts documentation and administrative determinations regarding the adequacy of such Good Faith Efforts is the responsibility of the Office of EBO.

d. Required Documentation with GMP Amendment or Work Order. The Construction Manager shall submit completed Schedule 1 (list of all subcontractors, including S/M/WBE participation) and Schedule 2s (Letter of Intent to perform as a subcontractor, including S/M/WBE subcontractors) on all construction subcontracts prior to the GMP Amendment (or Work Order). When completed and submitted, the Schedule 1 and Schedule 2(s) shall become material terms of this Contract. The Construction Manager understands that each S/M/WBE firm utilized on this Contract must be certified by Palm Beach County in order to be counted toward the applicable S/M/WBE participation goal. Construction Manager represents and warrants that, when completed and submitted, the Construction Manager will meet the S/M/WBE participation percentages with the subcontractors contained on Schedules 1 and 2 and at the dollar values specified. Construction Manager agrees to provide any additional information requested by the County to substantiate participation.

e. Required Documentation with Pay Application. Construction Manager is required to submit accurate progress payment information with each pay application regarding each of its subcontractors, including S/M/WBE subcontractors. The Department shall audit the reported payments to S/M/WBE and non-S/M/WBE subcontractors to ensure that the Construction Manager's reported subcontract participation is accurate. Absent a waiver from the Office of EBO, a Construction Manager's failure to reach the required level of S/M/WBE subcontracting shall be considered a material breach of contract. In the event of Construction Manager non-compliance, the Construction Manager shall be subject to any penalties and sanctions available under the terms of the EBO Ordinance, its contract with the County, or by law.

Construction Manager shall submit the following forms with each pay application:

i. Schedule 3 – Subcontractor Activity Form. This form shall be submitted by the Construction Manager with each payment application when subcontractors, including S/M/WBE subcontractors, are utilized in the performance of the contract. This form shall contain the names of all subcontractors, S/M/WBE subcontractors, specify the subcontracted dollar amount for each subcontractor, approved change orders, revised subcontractor contract amount, including revised S/M/WBE contract amount, amount drawn this period, amount drawn to date, and payments to date issued to subcontractors.

ii. Schedule 4 – Subcontractor Payment Certification, including S/M/WBEs.

A Schedule 4 for **each subcontractor**, including each S/M/WBE, shall be completed and signed by each subcontractor, including each S/M/WBE, after receipt of payment from the Construction Manager. The Construction Manager shall submit this Schedule 4 with each payment application submitted to the County to document payment issued to a subcontractor in the performance of the Contract.

The Construction Manager shall submit a Subcontractor Activity Form (Schedule 3) and Subcontractor Payment Certification Forms (Schedule 4) with each payment application. **Failure to provide these forms may result in a delay in processing payment or disapproval of the invoice until they are submitted.** The Subcontractor Activity Form (Schedule 3) is to be filled out by the Construction Manager and the Subcontractor Payment Certification Form (Schedule 4) is to be executed by each subcontractor to verify receipt of payment.

Upon letter notification by the County that the payment tracking system is automated, the Construction Manager is required to input all subcontractor payment information directly into the County's contract information system prior to submitting a payment application.

Completed and submitted EBO forms are incorporated into and made a part of the Contract Documents.

f. S/M/WBE Substitutions. Construction Manager will only be permitted to replace a certified S/M/WBE subcontractor who is unwilling or unable to perform. Such substitution must be done with other certified S/M/WBEs in order to maintain the S/M/WBE percentages submitted with the proposal. Requests for substitutions must be submitted to the County Representative and the Office of EBO for approval. Any desired change in the S/M/WBE participation schedule shall be approved in advance by the Office of EBO and shall indicate the Construction Manager's Good Faith Efforts to substitute another certified S/M/WBE Subcontractor (as appropriate) to perform the work. **Any desired changes (including substitutions or termination and self-performance) must be approved in writing in advance by the Office of EBO.** Upon receiving approval of substitution for the S/M/WBE subcontractor, the Construction Manager must submit a completed and signed Schedule 2 by the proposed S/M/WBE subcontractor. Subcontractors shall specify the type of Work to be performed, the cost or percentage shall also be specified. In the event the Construction Manager is found not to have performed Good Faith Efforts in its attempt to find a suitable substitute for the initial S/M/WBE proposed utilization, one (1) or more of the penalties and sanctions as set forth below may be imposed by the County.

g. Changes or Additional Work. If the County's issuance of changes or additional work on a project results in changes in the Scope of Work to be performed by a S/M/WBE subcontractor listed in Construction Manager's proposal, the Construction Manager must submit a modified, completed and signed Schedule 2 that specifies the revised Scope of Work to be performed by the S/M/WBE, along with the price and /or percentage.

h. EBO Program Compliance, Enforcement, Penalties. Under the EBO Ordinance, the Office of EBO is required to implement and monitor S/M/WBE utilization during the term of this Contract. It is the County's policy that S/M/WBEs shall have the maximum feasible opportunity to participate in the performance of County contracts. Construction Manager is required to comply with the EBO Ordinance and is expected to comply with the APIs applicable to this Contract, as well as the S/M/WBE utilization contained in the Schedule 1 and 2s submitted by Construction Manager, as the EBO Forms and APIs are incorporated into and made a material component of this Contract.

The Office of EBO and the Department shall have the right to request and review Construction Manager's books and records to verify Construction Manager's compliance with this Contract and adherence to the EBO Program. The Office of EBO and the Department shall have the right to interview subcontractors to determine contract compliance. Construction Manager shall retain all books and records pertaining to this Contract, including, but not limited to, subcontractor payment records, for four (4) years after project completion date, or such longer time as may be required in other provisions of this Contract, and make such records available for inspection in Palm Beach County by the Office of EBO and the County at any reasonable time during the four (4) years.

The Director of the Office of EBO or designee may require such reports, information, and documentation from Construction Manager as are reasonably necessary to determine compliance with the EBO Ordinance requirements. Construction Manager shall correct all noncompliance issues within 15 calendar days of a written notice of noncompliance by the contracting department or the Office of EBO. If the Construction Manager does not resolve the non-compliance within 15 days of receipt of written notice of non-compliance, then the County may impose upon the non-complying party any or all of the following penalties:

- a. Suspension of contract;
- b. Withholding of funds;
- c. Termination of contract based upon a material breach of contract pertaining to EBO Program compliance;
- d. Suspension or Debarment of a respondent or bidder, contractor or other business entity from eligibility for providing goods or services to the County for a period not to exceed three (3) years; and
- e. Liquidated damages equal to the difference in dollar value of S/M/WBE participation as committed to in the contract, and the dollar value of S/M/WBE participation as actually achieved.

3. Section 7.1.2.1 of the Continuing Contract is replaced with the following:

7.1.2.1 As required by Section 218.735, F.S., within ten (10) days from receipt of payment from the Owner, the Construction Manager shall pay each Trade Contractor out of the amount paid to the Construction Manager on account of such Trade Contractor's work, the amount to which said Trade Contractor is entitled reflecting the percentage actually retained, if any, from payments to the Construction Manager on account of said Trade Contractor's work. The Construction Manager shall, by appropriate agreement with each Trade Contractor, require each Trade Contractor to make payments to its subcontractors in a similar manner. *Construction Manager shall provide Trade Contractors hired by Construction Manager with a written notice of disputed invoice within 5 business days after receipt of invoice which clearly states the reasons for the disputed invoice.*

4. The first paragraph of General Condition 68.3 is replaced with the following:

68.3 If the pay estimate and support data are not approved, the Construction Manager is required to submit new, revised or missing information according to the Owner's instructions. Otherwise, the Construction Manager shall prepare and submit to Owner an invoice in accordance with the estimate as approved. Owner will pay Construction Manager, in accordance with Local Government Prompt Payment Act (FS 218.70). *Owner shall provide Construction Manager with a written notice of disputed pay request within 10 business days after receipt of such pay request which clearly states any and all deficiencies in Construction Manager's pay request that will prevent prompt processing and issuance of payment. To the extent there is an undisputed portion of the pay request that can be paid, the Owner shall proceed with prompt payment of that portion of the pay request.* In the event any dispute with respect to any payment or pay request cannot be resolved between the Construction Manager and Owner's project staff, Construction Manager may, in accordance with the alternative dispute resolution requirements of Florida Statute section 218.72, et. seq., demand in writing a meeting with and review by the department director. In the absence of the department director, a deputy director may conduct the meeting and review. Such meeting and review shall occur within ten (10) business days of receipt by Owner of Construction Manager's written demand. The department director, or deputy director, shall issue a written decision on the dispute within ten (10) business days of such meeting. This decision shall be deemed the Owner's final decision for the purpose of the Local Government Prompt Payment Act. *Construction Manager must remit undisputed payment due for labor, services, or materials furnished by trade contractors, subcontractors and suppliers hired by the Construction Manager, within 10 days after the Construction Manager's receipt of payment from the County pursuant to Section 218.70, Florida Statutes. Construction Manager shall provide trade contractors, subcontractors and suppliers hired by Construction Manager with a written notice of disputed invoice within 5 business days after receipt of invoice which clearly states the reasons for the disputed invoice.*

ATTACHMENT B
AFFIRMATIVE PROCUREMENT INITIATIVES (“API”s) FOR CONSTRUCTION

The API(s) approved for this contract by the GSC are selected below by . Capitalized terms are defined as set forth in the EBO Ordinance. Fillable pdfs of all EBO forms can be found on the OEBO website at <http://discover.pbcgov.org/oebo/Pages/Compliance-Programs.aspx>. Also, see the EBO Ordinance and Countywide PPM CW-O-043 for further information on APIs.

Waiver

The Office of EBO has granted a waiver of the EBO Program API(s) for this contract.

SBE Sheltered Market for Small Construction Contracts (at or below \$100,000)

This Contract is reserved for competition among only certified SBEs.

Small prime Construction Contracts (single trade or multi-trade) valued at or below \$100,000 may be reserved for sheltered market competition where only certified SBEs are eligible to submit bids or quotes.

SBE Subcontracting Program

A 20% SBE subcontracting participation goal is established for this Contract.

A minimum mandatory goal of 20% of the total estimated dollar value of the Contract shall be subcontracted to SBEs, however the Office of EBO shall reduce or waive this goal when there is inadequate availability of SBE prime and / or Subcontractor firms.

SBE Price Preference (Contracts with no opportunity for subcontract, i.e., single trade)

This Contract shall be awarded to the lowest responsive, responsible respondent or bidder unless a certified SBE's bid is within the ten (10) percent of the lowest non-small business bid, in which case the award shall be made to the certified small business respondent or bidder submitting the lowest responsive, responsible bid at the price that it bid.

M/WBE Subcontracting Goal

_____ percent (0 to 40%) of this Contract shall be subcontracted to certified M/WBEs owned by African American, Hispanic American, Asian American, Native American, and non-minority women persons.

Up to 40% of this Contract as noted above, shall be subcontracted to eligible M/WBEs (i.e., certified M/WBE firms owned by African American, Hispanic American, Asian American, Native American, and non-minority women persons). However the Office of EBO shall reduce or waive this goal when there is inadequate availability of M/WBE prime and / or Subcontractor firms.

Explanation of GSC's reasons for applying this API:

M/WBE Segmented Subcontracting Goals

_____ % of the M/WBE subcontracting goal shall be achieved through the utilization of certified M/WBEs owned by African American, Hispanic American, Asian American, Native American, and non-minority women persons (check applicable).

M/WBE Segmented Subcontracting Goals are established on an individual County Contract wherein an overall combined M/WBE goal is accompanied by subsets of one or more smaller goals that specifically target the participation of a particular segment of Minority Group Member segments or the WBE segment based upon that segment's relative availability. Such segmented goals shall specifically target the participation of a particular segment of business enterprises owned and controlled by women or certain Minority Group Members (e.g., African-Americans, Hispanic-Americans, Asian-Americans, or Native Americans) based upon relative availability, as well as the existence of consistently and significantly greater patterns of underutilization and disparity within an industry as compared to other gender and Minority Group Member categories of M/WBEs. (For example, if an overall M/WBE subcontracting goal is set at 38% on a given Contract, the segmented subcontracting goal may require that at least 23% of that 38% shall be satisfied through the utilization of African American and Hispanic Subcontractors.). The Office of EBO shall reduce or waive this goal when there is inadequate availability of M/WBE prime and / or Subcontractor firms.

Explanation of GSC's reasons for applying this API:

M/WBE Joint Venture/Partnership/Teaming Incentive for Contracts (greater than \$2.5 million)

_____ percent (0 to 20%) of total available evaluation points shall be applied for qualifying M/WBE joint ventures wherein the certified M/WBE joint venture partner owns fifty (50) percent or greater, and performs fifty (50) percent or greater of the work, of the overall joint venture. Proportionately fewer evaluation preference points would be awarded to the joint venture based upon lesser percentages of ownership by the M/WBE partner.

For "best value" Contracts wherein low price is not the only criterion for award, the incentive may be for up to twenty (20) percent of one hundred (100) evaluation points to be reserved for qualifying M/WBE joint ventures wherein the certified M/WBE joint venture partner owns fifty (50) percent or greater, and performs fifty (50) percent or greater of the work, of the overall joint venture. Proportionately fewer evaluation preference points would be awarded to the joint venture based upon lesser percentages of ownership by the M/WBE partner.

Explanation of GSC's reasons for applying this API:

M/WBE Evaluation Preference for "Best Value" RFPs (Formal Solicitations)

_____ percent (0 to 15%) of the evaluation points are reserved as a preference for proposals submitted by certified M/WBE firms.

Evaluation panels shall assign point preferences equal to up to 15% of the total points assigned for the evaluation, scoring and ranking of construction-related proposals submitted by those certified M/WBE firms. An M/WBE that is awarded a prime Contract under this program may not subcontract more than forty-nine (49) percent of the Contract value to a non-S/M/WBE firm.

Explanation of GSC's reasons for applying this API:

**ATTACHMENT C
GMP SUMMARY**

EXHIBIT "A"

Guaranteed Maximum Price

Project: 13210.4.18 PBC Convention Center, Chiller VFD Replacement

CM Name: Robling Architecture Construction, Inc.

Date: 1/24/20

Architect: N/A

CSI Division Summary	COST	%	DESCRIPTION
Division 1 General Conditions	\$2,140.00	0.6%	Direct Cost Items necessarily incurred in the Project during the Construction Phase (excluding Insurance and Bonds shown below). See Attachment 2 for detailed breakdown of these reimbursable expenses.
Division 2 Existing Conditions	\$0.00	0.0%	
Division 3 Concrete	\$0.00	0.0%	
Division 4 Masonry	\$0.00	0.0%	
Division 5 Steel	\$0.00	0.0%	
Division 6 Wood, Plastics, Composites	\$0.00	0.0%	
Division 7 Thermal & Moisture Protection	\$0.00	0.0%	
Division 8 Windows and Doors	\$0.00	0.0%	
Division 9 Finishes	\$0.00	0.0%	
Division 10 Specialties	\$0.00	0.0%	
Division 11 Equipment	\$0.00	0.0%	
Division 12 Furnishings	\$0.00	0.0%	
Division 13 Special Construction	\$0.00	0.0%	
Division 14 Elevators	\$0.00	0.0%	
Division 21,22,23 Mechanical	\$352,913.16	99.4%	
Division 26,27,28 Electrical	\$0.00	0.0%	
Division 31,32,33 Site Work	\$0.00	0.0%	
Other:	\$0.00	0.0%	
SUBTOTAL "A"	\$355,053.16	100.0%	See Attachment 1 - Cost Summary
	COST	% of GMP	DESCRIPTION
Deduct	Estimated		
Sales Tax Recovery	(\$13,027.16)	3.4%	Estimated Sales Tax Savings from direct owner purchase items. Entered as a negative value.
SUBTOTAL "B"	\$342,026.00		Subtotal "B" = Subtotal "A" minus Sales Tax Recovery
Insurance and Bonds			
CM Payment & Performance Bonds	\$3,900.00	1.0%	100% Performance Bond and a 100% Labor and Material Payment Bond each in an amount equal to the total GMP cost, inclusive of the Construction Manager's fees.
General Liability Insurance	\$3,900.00	1.0%	Construction Manager's casualty insurance is set at a fixed rate of the total GMP cost, inclusive of the Construction Manager's fees.
Builders Risk Insurance	\$0.00	0.0%	
SUBTOTAL "C"	\$349,826.00		Subtotal "C" = Subtotal "B" + Insurance and Bonds
Construction Manager's Fees			
Pre-Construction Phase Fee	\$4,263.32	1.1%	Guaranteed Maximum Construction Manager Staffing Costs. See attached breakdown.
Construction Phase Fee	\$12,870.94	3.3%	Guaranteed Maximum Construction Manager Staffing Costs. See Attachment 3 for detailed breakdown.
Overhead and Profit	\$13,581.46	3.5%	Overhead and Profit as a Fixed Percentage of the total GMP Cost.
SUBTOTAL "D"	\$380,541.72		Subtotal "D" = Subtotal "C" + Construction Manager Fees
Construction Contingency	\$7,500.00	1.3%	
GMP Total	\$388,041.72		

INSURANCE/SURETY BONDS
JOHNSON
& COMPANY

February 3, 2020

Palm Beach County Board of
County Commissioners – Capital Improvements Division
2633 Vista Parkway
West Palm Beach, FL 33411-5604

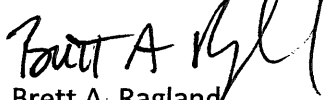
RE: Authority of Date Bonds, Powers of Attorney and Form of Guarantee
Principal: Robling Architecture Construction, Inc.
Project: Project No. 13210.4.18 Convention Center Chiller
Bond No. 2281136

To Whom It May Concern;

Please be advised that as Surety on the above referenced bond, we hereby authorize the Palm Beach County Board of County Commissioners to date the Performance and Payment Bonds, Powers of Attorney for the above captioned project concurrent with the date of the contract agreement.

The Form of Guarantee may be dated the date of Substantial Completion.

North American Specialty Insurance Company



Brett A. Ragland,
Attorney-In-Fact and Florida
Licensed Resident Agent

PUBLIC CONSTRUCTION BOND

BOND NUMBER 2281136

BOND AMOUNT \$388,041.72

CONTRACT AMOUNT \$388,041.72

CONTRACTOR'S NAME: Robling Architecture Construction, Inc

CONTRACTOR'S ADDRESS: 101 Walker Avenue Greenacres, FL 33463

CONTRACTOR'S PHONE: 561-649-6705

SURETY COMPANY: North American Specialty Insurance Company

SURETY'S ADDRESS: 1200 Main Street, Suite 800

Kansas City, MO 64105

SURETY'S PHONE: 913-676-5200

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: Convention Center Chiller Variable Frequency Drives Replacement

PROJECT NUMBER: 13210.4.18

CONTRACT NUMBER (to be provided after Contract award): _____

DESCRIPTION OF WORK: Replacement of variable frequency drives on four water cooled chillers,
along with related building management system and electrical improvements

PROJECT ADDRESS, PCN, or LEGAL DESCRIPTION: 650 Okeechobee Blvd, West Palm Beach, FL
PCN: 74-43-43-21-17-001-0000 Legal Description: CITYPLACE PL 2 TR1

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 (\$ 388,041.72)

(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: Convention Center Chiller Variable Frequency Drives Replacement
Project No.: 13210.4.18
Project Description: Replacement of VFD and electrical improvements
Project Location: 650 Okeechobee Blvd, West Palm Beach, FL

in accordance with Drawings and Specifications prepared by

NAME OF ARCHITECTURAL FIRM: N/A
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 13210.4.18 Covention Center Chiller Variable Frequency Drives Replacement, 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.

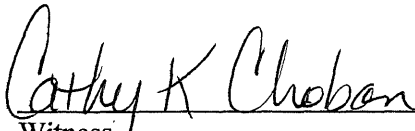
Any increase in the total contract amount as authorized by the County shall accordingly increase the Surety's obligation by the same dollar amount of said increase. Contractor shall be responsible for notification to Surety of all such changes.

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.

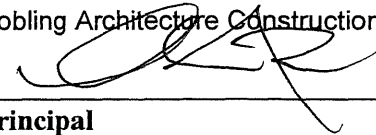
7. Principal and Surety expressly acknowledge that any and all provisions relating to consequential, delay and liquidated damages contained in the contract are expressly covered by and made a part of this Performance, Labor and Material Payment Bond. Principal and Surety acknowledge that any such provisions 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

Robling Architecture Construction, Inc.


Principal (Seal)

Damon A Robling, President

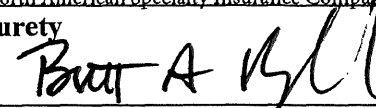
Title



Witness

North American Specialty Insurance Company

Surety (Seal)



Title Brett A. Ragland, Attorney-In-Fact and Florida
Licensed Resident Agent

IMPORTANT: Surety companies executing bonds must appear and remain on the U.S. Treasury Department's most current list (Federal Register) during construction, guarantee and warranty periods, and be authorized to transact business in the State of Florida.

FORM OF GUARANTEE

GUARANTEE FOR Contractor Name: Robling Architecture Construction, Inc and Surety Name: North American Specialty Insurance Company

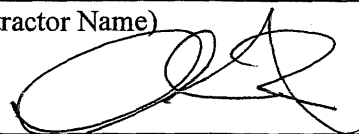
We the undersigned hereby guarantee that the (13210.4.18 Convention Center Chiller Variable Frequency Drives Replacement) Palm Beach County, Florida, which we have constructed and bonded, has been done in accordance with the plans and specifications; that the work constructed will fulfill the requirements 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

Robling Architecture Construction, Inc
(Contractor Name) (Seal)

By: 
(Contractor Signature)

Damon A Robling, President
(Print Name and Title)

North American Specialty Insurance Company
(Surety Name) (Seal)

By: 
(Surety Signature)

Brett A. Ragland, Attorney-In-Fact and Florida
Licensed Resident Agent
(Print Name and Title)

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY
WESTPORT INSURANCE CORPORATION

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Overland Park, Kansas each does hereby make, constitute and appoint:

JOSEPH D. JOHNSON, JR., JOSEPH D. JOHNSON III, BRETT A. RAGLAND, and FRANCIS T. O'REARDON

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:


ONE HUNDRED TWENTY FIVE MILLION (\$125,000,000.00) DOLLARS

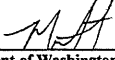
This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

“RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.”



By 
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company
& Senior Vice President of Westport Insurance Corporation

By 
Mike A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company
& Senior Vice President of Westport Insurance Corporation



IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 22 day of JANUARY, 20 18.

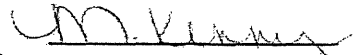
**North American Specialty Insurance Company
Washington International Insurance Company
Westport Insurance Corporation**

State of Illinois
County of Cook ss:

On this 22 day of JANUARY, 20 18, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of

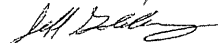
Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.




M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 24 day of February, 20 20.


Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company & Vice President & Assistant Secretary of Westport Insurance Corporation

OEBO SCHEDULE 1

LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

SOLICITATION/PROJECT/BID NAME: PBC Convention Center Chillers, VFD Replacement
 NAME OF PRIME RESPONDENT/BIDDER: Robling Architecture Construction, Inc.
 CONTACT PERSON: Brian Allen
 SOLICITATION OPENING/SUBMITTAL DATE: _____

SOLICITATION/PROJECT/BID No.: 13210.4.18
 ADDRESS: 101 Walker Avenue, Greenacres, FL 33463
 PHONE NO.: 561-649-6705 E-MAIL: ballen@robling.com
 DEPARTMENT: _____

PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME CONTRACTOR/CONSULTANT ON THIS PROJECT. PLEASE ALSO LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SUBCONTRACTORS/SUBCONSULTANTS ON THE PROJECT.

Name, Address and Phone Number	(Check all Applicable Categories)			DOLLAR AMOUNT OR PERCENTAGE OF WORK				
	Non-SBE	M/WBE Minority/Women Business	SBE Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
1. Robling Architecture Construction, Inc. 101 Walker Avenue Greenacres, FL 561-649-6705 VSS No. VC0000103416	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____	\$38,515.72	_____
2. Carrier Corp. P. O. Box 905303 Charlotte 28290-5303 954-315-5168 VSS No. CARR0021	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	\$347,633.16
3. DCI Systems 730 East Prospect Road Oakland Park, Florida 33334 (954) 566-1440	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	\$5,280.00
4. Sales tax savings "Removed from Carrier (GMP)"	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	-\$13,027.16
5. Contingency, General Conditions, Allowances & Unpurchased Scopes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	\$9,640.00
(Please use additional sheets if necessary)				Total	_____	_____	\$38,515.72	\$349,526.00
Total Bid Price \$ \$388,041.72				Total SBE - M/WBE Participation		9.9%		

I hereby certify that the above information is accurate to the best of my knowledge: _____
B. Allen
Signature Vice President
Title

- Note:**
1. The amount listed on this form for a Subcontractor/subconsultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.
 2. Firms may be certified by Palm Beach County as an SBE and/or an M/WBE. If firms are certified as both an SBE and/or M/WBE, please indicate the dollar amount under the appropriate category.
 3. Modification of this form is not permitted and will be rejected upon submittal.

OEBO LETTER OF INTENT – SCHEDULE 2

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. All subcontractors/subconsultants, including any tiered subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: 13210.4.18

SOLICITATION/PROJECT NAME: Convention Center Chillers, VFD Replacement

Name of Prime: Robling Architecture Construction, Inc.

(Check box(s) that apply)

SBE WBE MBE M/WBE Non-S/M/WBE Date of Palm Beach County Certification (if applicable): Exp. 6/26/2021

The undersigned affirms they are the following (select one from each column):

Column 1

Column 2

Male Female

African-American/Black

Asian American

Caucasian American

Hispanic American

Native American

S/M/WBE PARTICIPATION – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any **S/M/WBE** participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

Line Item	Item Description	Unit Price	Qty./Units	Contingencies/ Allowances	Total Price/Percentage
	Construction Management				\$38,515.72

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$38,515.72

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

_____ Price or Percentage: _____

Name of 2nd/3rd tier Subcontractor/subconsultant

Robling Architecture Construction, Inc.

Print name of Prime

By: 

Authorized Signature

Damon A Robling

Print name


President

Title

Date: 2/05/2020

Robling Architecture Construction, Inc.

Print name of Subcontractor/subconsultant

By: 

Authorized Signature

Damon A Robling

Print name

President

Title

Date: 2/05/2020

OEBO LETTER OF INTENT – SCHEDULE 2

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. All subcontractors/subconsultants, including any tiered subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: 13210.4.18

SOLICITATION/PROJECT NAME: Convention Center Chillers, VFD Replacement

Name of Prime: Robling Architecture Construction, Inc.

(Check box(s) that apply)

SBE WBE MBE M/WBE Non-S/M/WBE Date of Palm Beach County Certification (if applicable): _____

The undersigned affirms they are the following (select one from each column):

Column 1

Column 2

Male Female

African-American/Black Asian American Caucasian American

Hispanic American Native American

S/M/WBE PARTICIPATION. – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any **S/M/WBE** participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

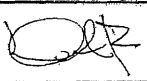
Line Item	Item Description	Unit Price	Qty./Units	Contingencies/ Allowances	Total Price/Percentage
	HVAC				\$347,633.16

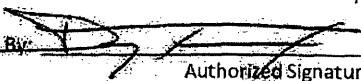
The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$347,633.16

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

_____ Price or Percentage: _____

Name of 2nd/3rd tier Subcontractor/subconsultant

Robling Architecture Construction, Inc.
 Print name of Prime
 By: 
 Authorized Signature
Damon A Robling
 Print name
President
 Title
 Date: 2/05/2020

Carrier Corp.
 Print name of Subcontractor/subconsultant
 By: 
 Authorized Signature
Douglas Tomsik
 Print name
Market Manager
 Title
 Date: 2/05/2020

OEBO LETTER OF INTENT – SCHEDULE 2

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. All subcontractors/subconsultants, including any tiered subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: 13210.4.18
 SOLICITATION/PROJECT NAME: Convention Center Chillers, VFD Replacement

Name of Prime: Robling Architecture Construction, Inc.

(Check box(s) that apply)

SBE WBE MBE M/WBE Non-S/M/WBE Date of Palm Beach County Certification (if applicable): _____

The undersigned affirms they are the following (select one from each column):

Column 1

Column 2

Male Female

African-American/Black Asian American Caucasian American

Hispanic American Native American

S/M/WBE PARTICIPATION – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.


Line Item	Item Description	Unit Price	Qty./Units	Contingencies/ Allowances	Total Price/Percentage
	HVAC Controls				\$5,280.00

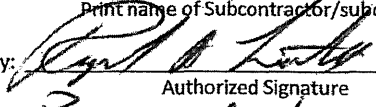
The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$5,280.00

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

_____ Price or Percentage: _____

Name of 2nd/3rd tier Subcontractor/subconsultant

Robling Architecture Construction, Inc.
 Print name of Prime
 By: 
 Authorized Signature
Damon A Robling
 Print name
President
 Title
 Date: 2/05/2020

DCI Systems
 Print name of Subcontractor/subconsultant
 By: 
 Authorized Signature
Raymond A. Leo
 Print name
PRESIDENT
 Title
 Date: 2/05/2020

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 0219/2020 REQUESTED BY: Clark Woods PHONE: 233-2054

PROJECT TITLE: Convention Center Chiller Variable Frequency Drives (VFD) Replacement
(Same as CIP or IST, if applicable)

ORIGINAL CONTRACT AMOUNT: N/A
EFDO #

IST PLANNING NO.:

REQUESTED AMOUNT: \$391,041.72

BCC RESOLUTION#: R2016-0762
DATE:06/21/16

CSA or CHANGE ORDER NUMBER: Amendment #18

LOCATION:

BUILDING NUMBER:

DESCRIPTION OF WORK/SERVICE LOCATION:

PROJECT/W.O. NUMBER: 13210.4.18

CONSULTANT/CONTRACTOR: Robling Architecture Construction, Inc.

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT/CONTRACTOR:

GMP for construction services.

Table with 2 columns: Category and Amount. Rows include CONSTRUCTION (\$388,041.72), PROFESSIONAL SERVICES (\$), STAFF COSTS* (\$ 3,000.00), EQUIP. / SUPPLIES/ADVERTISING (\$), CONTINGENCY (\$), and TOTAL (\$391,041.72).

* By signing this BAS your department agrees to these CID staff charges and your account will be charged upon receipt of this BAS by FD&O. Unless there is a change in the scope of work, no additional staff charges will be billed. If this BAS is for construction costs of \$250,000 or greater, staff charges will be billed as actual and reconciled at the end of the project. If the project requires Facilities Management or ESS staff your department will be billed actual hours worked upon project completion.

BUDGET ACCOUNT NUMBER(S) (Specify distribution if more than one and order in which funds are to be used):

FUND: 3807 DEPT: 411 UNIT: B647 OBJ: 4907

IDENTIFY FUNDING SOURCE FOR EACH ACCOUNT: (check and provide detail for all that apply)

- Checkboxes for Ad Valorem, Infrastructure Sales Tax, State, Federal, Grant, Impact Fees, and Other (source/type: TBC Amount \$). Other is checked.

Department: _____

BAS APPROVED BY: [Signature]

DATE 2/19/2020

ENCUMBRANCE NUMBER: _____

Attachment 2

Agenda Item #: 34-7

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

RW/MM 7-0

Meeting Date: January 7, 2020

Consent Regular
 Workshop Public Hearing

APPROVED

Department: Facilities Development & Operations

BY BOARD OF COUNTY COMMISSIONERS
AT MEETING OF: JAN 07 2020

I. EXECUTIVE BRIEF

Joseph P. Neel D.C.
MINUTES & RECORDS SECTION

Motion and Title: Staff recommends motion to authorize: County Administrator or designee to execute a Guaranteed Maximum Price (GMP) Amendment (Amendment) to the contract with Robling Architecture Construction, Inc. (R2016-0762) in an amount not to exceed \$400,000 for the purchase and installation of variable frequency drives on four (4) existing mechanical chiller units at the Palm Beach County Convention Center as well as pre-construction services relating to the variable frequency drives.

Summary: On June 21, 2016, the Board of County Commissioners (BCC) approved the annual contract with Robling Architecture Construction, Inc. to provide construction management services. The construction management scope of services included in this Amendment are the coordination, ordering, purchasing and installation of variable frequency drives for four (4) existing mechanical chillers at the Palm Beach County Convention Center. One of the chillers is currently out of operation and two of the remaining three units are experiencing operational issues. All of the existing variable frequency drives are 16 years old, have been subject to many hours of continuous use and are nearing their end of life. The new variable frequency drives will include the latest technology available, an integrated controller and new re-wiring of the control panel in order to update the cooling tower system. This Amendment will authorize Robling Architecture Construction, Inc. to proceed with construction management services including bidding, ordering of equipment, shipping and installation. Authority to execute this Amendment is being requested so that the Amendment can be executed prior to the next BCC meeting allowing Robling Architecture Construction, Inc. to start the bidding and ordering of the needed equipment prior to any equipment failure. The County Attorney's approval of the Amendment will be secured prior to the Amendment being approved. The Amendment will be submitted as a Receive and File item after it is executed. The Construction Manager (CM) was selected pursuant to the Small Business Enterprise (SBE) ordinance but this GMP, having been initiated after January 1, 2019, is subject to the requirements of the Equal Business Opportunity (EBO) Ordinance. The continuing CM contract was presented to the Goal Setting Committee on February 20, 2019 and an Affirmative Procurement Initiative (API) of 20% SBE participation was applied. The CM is an SBE and to date the CM has achieved 39.42% SBE subcontracting participation. The CM is a local business. The funding source is from the Tourist Development Bed Tax revenues. (Capital Improvements Division) Countywide/District 7 (LDC)

Background and Justification: Construction Manager (CM) at Risk is a project delivery method in which the CM provides design phase assistance, phasing evaluation, evaluation of cost, schedule and implications of alternate designs, systems and materials, and serves as a General Contractor issuing the subcontracts for construction. The Convention Center was completed in 2003 which included the existing chillers and mechanical equipment. Due to age and continued operation of the equipment, the variable frequency drives, controllers and wiring are in need of replacement.

Attachment:
Location Map

Recommended by: *Anthony Wolfe* Department Director 12/20/19 Date
Approved by: *[Signature]* County Administrator 1/2/20 Date

II. FISCAL IMPACT ANALYSIS

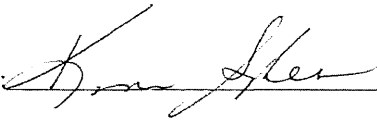
Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures	\$ _____*	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	\$ _____*	-0-	-0-	-0-	-0-
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

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

Budget Account No: Fund 3807 Dept 411 Unit B647 Object 4907

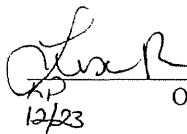
B. Recommended Sources of Funds/Summary of Fiscal Impact:

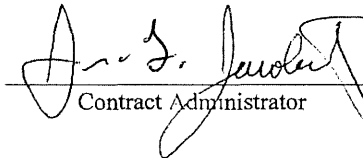
*The specific fiscal impact of the project will be determined when the GMP is awarded to Robling Architecture Construction, Inc. in an amount not to exceed \$400,000. The funding for this project is from the Tourist Development Bed Tax revenues which have been allocated specifically to renewal/replacement projects at the Convention Center.

C. Departmental Fiscal Review: 


III. REVIEW COMMENTS:

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

 12/23/19
 RP OFMB 12/23

 12/27/19
 Contract Administrator

B. Legal Sufficiency:

 12/30/19
 Assistant County Attorney

C. Other Department Review:

 Department Director

This summary is not to be used as a basis for payment.

LOCATION MAP

Project Name: Palm Beach County Convention Center –Variable Frequency Drive Replacement Project

Location: 650 Okeechobee Blvd West Palm Beach



