

Agenda Item #:

3H-4

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: June 16, 2020

☒ Consent
☐ Ordinance

☐ Regular
☐ Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: Amendment No. 2 to extend the term of two (2) continuing contracts to provide construction management (CM) services for various capital improvement projects through to December 20, 2020:

- A) Robling Architecture Construction, Inc. (R2016-0762), SBE/Local, 43.99% SBE participation to date; and
B) The Weitz Company, LLC (R2016-0763), Local, 22.27 % SBE participation to date.

Summary: On April 7, 2020, via Agenda Item 5D-1, the Board of County Commissioners (BCC) authorized the County Administrator or designee, which in this case was the Director of Facilities Development and Operations (FDO), to execute Amendment No. 2 extending the term of the existing CM contracts to December 20, 2020. Due to the ongoing COVID19 crisis, the time needed to develop new logistical procedures for conducting selection committee meetings while maintaining social distancing and the potential for further delays throughout the selection process, staff thought it necessary to extend the term of the existing contracts for an additional six (6) months. The attached Amendment was fully executed on behalf of the BCC by the Director of the FDO. 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. On February 20, 2019, the County's Goal Setting Committee established a 20% SBE subcontracting goal on the construction subcontracts for the construction phase of projects assigned under this continuing CM contract. The Office of Equal Business Opportunity has reviewed and approved this renewal request. **(Capital Improvements Division) Countywide (LDC)**

Background & Policy Issues: These contracts provide for Construction Management Services associated with the construction of various capital projects, to be determined later, which may include new construction, additions, or renovations up to \$2,000,000 (up to \$4,000,000 after July 1, 2020 due to a change in the Florida Statutes regarding continuing contracts). The Contracts were for a period of 2 years, with one (1), two year renewal option. These continuing CM contracts are set to expire on June 20, 2020. The Department has advertised for new continuing CM contractors and has received proposals. Due to the ongoing COVID19 crisis, the Department is concerned that there will be delays in the selection process, which may cause a delay in taking the new continuing CM contracts to the BCC before the existing contracts expire. Staff believed that extending the continuing CM contracts best served the interests, health, safety, and welfare of the County and its citizens. Accordingly, staff requested authority to execute renewal amendments with Robling Architecture Construction, Inc. and The Weitz Company, LLC to extend their continuing contracts for six months until December 20, 2020. The delegation of authority for the County Administrator or designee, which in this case was the Director of FDO to execute the Amendment, was requested so that the amendments could be executed before the agreements expire on June 22, 2020.

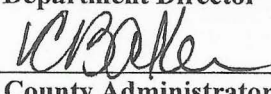
Attachments:

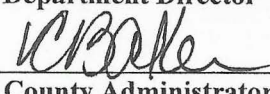
1. Amendment No. 2 - Robling Architecture Construction, Inc.
2. CM History Robling Architecture Construction, Inc.
3. Amendment No. 2 - The Weitz Company, LLC
4. CM History The Weitz Company, LLC

Recommended By: 


Department Director

5/16/20
Date

Approved By: 


County Administrator

6/18/2020
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	* _____	_____	_____	_____	_____

ADDITIONAL FTE
POSITIONS (Cumulative)

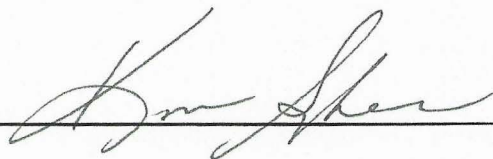
Is Item Included in Current Budget: Yes x _____ No _____
Does this item include the use of federal funds? Yes _____ No x _____

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

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

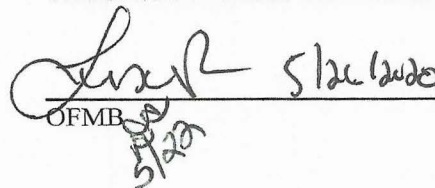
*Fiscal Impact cannot be determined at this time. Individual Work Orders requiring BCC approval will be brought to the Board and fiscal impact will be addressed at that time; otherwise, funding will come from previously approved BCC projects.

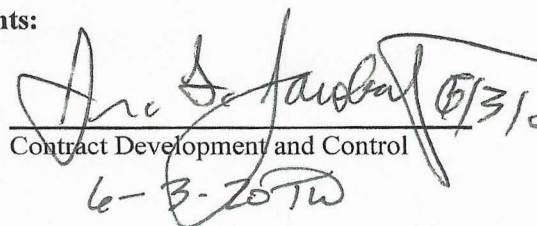
C. Departmental Fiscal Review:




III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

 5/26/2020
OFMB 5/20 LM 5/22

 6/3/2020
Contract Development and Control
6-B-20TW

B. Legal Sufficiency:


Assistant County Attorney

C. Other Department Review:

Department Director

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

**AMENDMENT # 2
ROBLING ARCHITECTURE CONSTRUCTION, INC.
TO CONTRACT FOR
CONSTRUCTION MANAGEMENT AT RISK SERVICES
ON A CONTINUING CONTRACT BASIS**

This Amendment No. 2 is made as of April 30, 2020 to the Contract (R2016-0762) dated June 21, 2016, as previously amended by Amendment No. 1 (R2018-0846) dated June 5, 2018 (collectively the "Contract") 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, on June 21, 2016 the parties hereto entered into the Continuing Contract (R2016-0762) (hereinafter the "Contract") under which the Construction Manager provides awarded work to the County for various projects as authorized from time to time under the Contract; and

WHEREAS, the County and the Construction Manager desire to amend certain contract conditions of the 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 beginning June 20, 2020 through December 20, 2020.

2. Construction Manager Representation. The Construction Manager 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 Contract shall remain in full force and effect and are hereby ratified and affirmed by the parties hereto.

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.

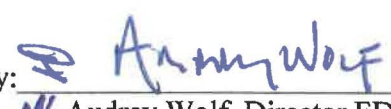
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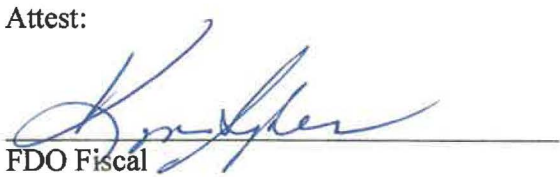
IN WITNESS WHEREOF, the parties hereto have caused this Amendment to the Contract to be executed as of the day and year first above written.

APPROVED AS TO
LEGAL SUFFICIENCY

PALM BEACH COUNTY BOARD OF
COUNTY COMMISSIONERS, BY
DIRECTOR, FACILITIES
DEVELOPMENT & OPERATIONS
DEPARTMENT


By: 
Assistant County Attorney

By: 
Audrey Wolf, Director FDO

Attest:

FDO Fiscal

Construction Manager: Robling Architecture Construction, Inc.,


Witness Signature
Holly M Serrano
Print Witness Name

By: 
Signature
Name: Damon A Robling
(SEAL) President
Title:



**ATTACHMENT A
CONTRACT MODIFICATIONS AND ADDITIONS
EBO PROGRAM**

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 a 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:



ROBLARC-01

DPALLERO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/17/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Collinsworth, Alter, Lambert, LLC 23 Eganfuskee Street Suite 102 Jupiter, FL 33477	CONTACT NAME: Dianthe Charron PHONE (A/C, No, Ext): (561) 776-9001 FAX (A/C, No): (561) 427-6730 E-MAIL ADDRESS: dcharron@callic.com
INSURED Robling Architecture Construction, Inc. 101 Walker Avenue Greenacres, FL 33463	INSURER(S) AFFORDING COVERAGE INSURER A : Amerisure Mutual Ins Co 23396 INSURER B : Auto-Owners Insurance Company 18988 INSURER C : United Specialty Insurance Co 12537 INSURER D : Arch Specialty Insurance Company 21199 INSURER E : INSURER F :

COVERAGES			CERTIFICATE NUMBER:		REVISION NUMBER:				
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.									
INSR LTR	TYPE OF INSURANCE		ADDL INSP	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY			GL20769240802	05/23/2019	05/23/2020	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/>	CLAIMS-MADE	<input checked="" type="checkbox"/>	OCCUR				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/>							MED EXP (Any one person)	\$ 5,000
				PERSONAL & ADV INJURY				\$ 1,000,000	
				GENERAL AGGREGATE				\$ 2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG	\$ 2,000,000
	<input type="checkbox"/>	POLICY	<input checked="" type="checkbox"/>	PRO-JECT	<input type="checkbox"/>	LOC			\$
	OTHER:								\$
B	AUTOMOBILE LIABILITY				52320874	05/23/2019	05/23/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/>	ANY AUTO OWNED AUTOS ONLY	<input type="checkbox"/>	SCHEDULED AUTOS				BODILY INJURY (Per person)	\$
	<input checked="" type="checkbox"/>	HIRED AUTOS ONLY	<input checked="" type="checkbox"/>	NON-OWNED AUTOS ONLY				BODILY INJURY (Per accident)	\$
				PROPERTY DAMAGE (Per accident)				\$	
									\$
C	<input type="checkbox"/>	UMBRELLA LIAB	<input checked="" type="checkbox"/>	OCCUR	BTN1915445	05/23/2019	05/23/2020	EACH OCCURRENCE	\$ 5,000,000
	<input checked="" type="checkbox"/>	EXCESS LIAB	<input type="checkbox"/>	CLAIMS-MADE				AGGREGATE	\$ 5,000,000
	DED		<input checked="" type="checkbox"/>	RETENTION \$				0	\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC20543061102	05/23/2019	05/23/2020	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		<input type="checkbox"/>	N/A				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
								E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D	Professional Liab				PDCPP0014503	05/23/2019	05/23/2020	Limit per Claim/Agg	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The certificate holder is added as additional insured including products and completed operations for general liability per CG7048, and auto liability when required by written contract. General Liability is primary and non-contributory when required by written contract. Waiver of subrogation applies to general liability, auto liability, and workers comp for the certificate holders when required by written contract. Umbrella extends over general liability, auto liability, and employer's liability. Cancellation applies as per policy terms, conditions and exclusions.

Certificate Holders is expanded to read: Palm Beach County Board of County Commissioner

CERTIFICATE HOLDER Palm Beach County, Facilities Development & Operations Capital Improvements Division (Louis Feldkamp) 2633 Vista Parkway West Palm Beach, FL 33411	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CM AT RISK HISTORY

Construction Manager:			Robling Construction (SBE)				Total:		17,306,463.04					
Contract Award Date:			21-Jun-16				Waived:		0.00					
Resolution Number:			R-2016-0762				Balance:		17,306,463.04		43.99%			
Annual Type:			Construction Manager @ Risk								SBE Goal:		20%	
Expiration Date:			20-Jun-20								Monitored By:		CID	
Renewal Options:			No Renewals Remaining											
Task	Work Order	Amend Number	Amount	API Amount Waived	SBE Amount	Requested By	Request Date	Project#	Project Name	Services	Approved	App'd By	SBE %	
18			\$9,368.00	\$0.00	\$9,368.00	Tom McNamara	18-Apr-19	18493	WUD CROC Parking Lot	Preconstruction Services	28-May-19	AW	100.00%	
19			\$22,731.00	\$0.00	\$13,435.00	Tom McNamara	28-May-19	17514	WUD CROC Roof Replacement	Preconstruction Services	7-Jun-19	AW	59.10%	
20			\$16,215.00	\$0.00	\$9,075.00	Tom McNamara	20-Jun-19	17544	WUD SROC Roof Replacement	Preconstruction Services	31-Jul-19	AW	55.97%	
		12	\$762,460.00		\$540,628.00	Gus Arnold	9-Jul-19	18313	Fire Rescue Station No. 28 Reroof	GMP for construction services	22-Oct-19	BCC	70.91%	
21			\$17,517.00		\$17,517.00	Tom McNamara	26-Jul-19	17319	WUD SROC Operations & Warehouse Building Improvements	Preconstruction Services	25-Oct-19	AW	100.00%	
	7		\$94,049.44		\$51,006.68	Luis Herrera	27-Jul-19	19336	CJC Elevator Repairs	GMP for construction services	6-Nov-19	AW	54.23%	
	8		\$60,055.00		\$54,705.00	Luis Herrera	24-Aug-19	19366	Medical Examiner's X ray Room improvements	GMP for construction services	5-Nov-19	AW	91.09%	
22			\$10,955.45		\$10,955.45	Tom McNamara	27-Aug-19	18586	WUD WTP #3 Generator Storage Pavillion	Preconstruction Services	25-Oct-19	AW	100.00%	
		13	\$1,580,323.26		\$443,828.50	Tom McNamara	9-Oct-19	17514	WUD CROC Roof Replacement	GMP for construction services	17-Dec-20	BCC	28.08%	
23			\$6,817.45		\$6,817.45	Gus Arnold	31-Oct-19	19403	Fire Rescue Station No. 19 Generator Relocation & Replacement	Preconstruction Services	21-Nov-19	AW	100.00%	
24			\$7,561.25		\$7,561.25	Gus Arnold	31-Oct-19	18514	Fire Rescue Station No. 21 Renovations	Preconstruction Services	21-Nov-19	AW	100.00%	
		14	\$250,690.00		\$199,078.00	Brian McNamara	18-Dec-19	19626	PBSO Real Time Crime Lab HVAC Upgrades	GMP for construction services	11-Feb-20	BCC	79.41%	
		15	\$890,012.00		\$255,514.00	Tom McNamara	5-Dec-19	17544	WUD SROC Roof Replacement	GMP for construction services	11-Feb-20	BCC	28.71%	
		16	\$1,984,971.00		\$1,035,876.00	Tom McNamara	5-Dec-19	17319	WUD SROC Operations Building Improvements	GMP for construction services	11-Feb-20	BCC	52.19%	
		17	\$327,070.00		\$38,680.00	Brian McNamara	13-Jan-19	17406	WUD SRWRF Elevator Moderztation	GMP for construction services	17-Mar-20	BCC	11.83%	
		18	\$388,041.72		\$38,515.72	Clark Woods	31-Jan-20	13210.4.18	Convention Center Chillers, VFD Replacement	GMP for construction services	24-Feb-20	AW	9.93%	
		19	\$1,420,461.43		\$475,687.00	Tom McNamara	3-Feb-20	17375	WUD Customer Service Center Remodel	GMP for construction services	17-Mar-20	BCC	33.49%	
25			\$4,590.04		\$4,590.04	Gus Arnold	7-Feb-20	20148	Fire Rescue Burn Building Repairs	Preconstruction Services	2-Mar-20	AW	100.00%	
		20	\$1,217,482.00		\$689,924.00	Mike McPherson	2-Mar-20	17221	Convention Center Courtyard Renovations	GMP for construction services	Pending BCC 5/5/2020		56.67%	
26			\$4,008.40		\$4,008.40	Rosalyn Acosta	2-Apr-20	15408	ISS GCC 4th Floor Renovation Phase 1	Preconstruction Services	9-Apr-20	AW	100.00%	
		21	\$775,570.08		\$278,950.08	Gus Arnold	6-Apr-20	18514	Fire Rescue Station No. 21 Renovations	GMP for construction services	pending BCC 06/2/2020		35.97%	
		22	\$219,837.00		\$100,645.00	Jim Daley	17-Apr-20	20149	SFWMD B2 Building 3rd Floor PBSO Tenant Space	GMP for construction services	pending BCC 5/5/2020		45.78%	
27			\$3,919.75		\$3,919.75	Jim Daley	17-Apr-20	20149	SFWMD B2 Building 3rd Floor PBSO Tenant Space	Preconstruction Services	29-Apr-20	AW	100.00%	
						INSERT ABOVE THIS LINE								
		Total:	\$17,306,463.04	\$0.00	\$7,613,911.70									

**AMENDMENT # 2
THE WEITZ COMPANY, LLC
TO CONTRACT FOR
CONSTRUCTION MANAGEMENT AT RISK SERVICES
ON A CONTINUING CONTRACT BASIS**

This Amendment No. 2 is made as of April 30, 2020 to the Contract (R2016-0763) dated June 21, 2016, as previously amended by Amendment No. 1 (R2018-0847) dated June 5, 2018 (collectively the "Contract") by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as Owner, and The Weitz Company, LLC., hereinafter referred to as "Construction Manager".

WHEREAS, on June 21, 2016 the parties hereto entered into the Continuing Contract (R2016-0763) (hereinafter the "Contract") under which the Construction Manager provides awarded work to the County for various projects as authorized from time to time under the Contract; and

WHEREAS, the County and the Construction Manager desire to amend certain contract conditions of the 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 beginning June 20, 2020 through December 20, 2020.

2. Construction Manager Representation. The Construction Manager 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 Contract shall remain in full force and effect and are hereby ratified and affirmed by the parties hereto.

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.

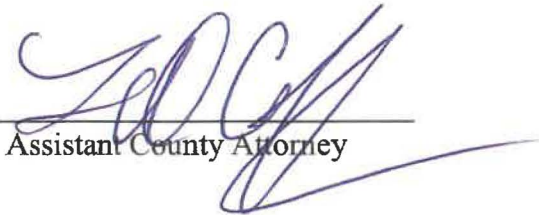
THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.

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

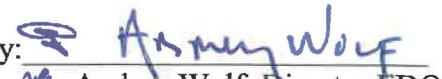
APPROVED AS TO
LEGAL SUFFICIENCY

PALM BEACH COUNTY BOARD OF
COUNTY COMMISSIONERS, BY
DIRECTOR, FACILITIES
DEVELOPMENT & OPERATIONS
DEPARTMENT

By:


Assistant County Attorney

By:


Audrey Wolf, Director FDO

Attest:


FDO Fiscal

Construction Manager: The Weitz Company, LLC

By:


Signature

Name:

Dennis Gallagher

(SEAL)

Title:

Executive Vice President



Witness Signature

Irene M. Donner

Print Witness Name

**ATTACHMENT A
CONTRACT MODIFICATIONS AND ADDITIONS
EBO PROGRAM**

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 a 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:



CERTIFICATE OF LIABILITY INSURANCE

6/1/2020

DATE (MM/DD/YYYY)
5/9/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED	THE WEITZ COMPANY, LLC 1360870 WEITZ FLORIDA 420 WATSON POWELL JR. WAY, SUITE 100 DES MOINES IA 50309	INSURER(S) AFFORDING COVERAGE INSURER A : Hartford Fire Insurance Company 19682 INSURER B : Hartford Underwriters Insurance Company 30104 INSURER C : Hartford Casualty Insurance Company 29424 INSURER D : Twin City Fire Insurance Company 29459 INSURER E : Sentinel Insurance Company, LTD 11000 INSURER F :

COVERAGES CERTIFICATE NUMBER: 12368555 REVISION NUMBER: XXXXXXXX
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	37CSEQU2571	6/1/2019	6/1/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	Y	37UENQU2572 (AOS) 37ABQU2573 (HI)	6/1/2019 6/1/2019	6/1/2020 6/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	37RHUQU2575	6/1/2019	6/1/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
D E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	37WNQU2570 (AOS) 37WBRQU2574 (WI)	6/1/2019 6/1/2019	6/1/2020 6/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: PBCCID. PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, ITS OFFICERS, EMPLOYEES AND AGENTS ARE ADDITIONAL INSURED ON A PRIMARY AND NON-CONTRIBUTORY BASIS AS RESPECTS GENERAL AND UMBRELLA LIABILITY COVERAGE AND SUBROGATION IS WAIVED AS RESPECTS WC, GL, AUTO AND EXCESS COVERAGE FOR THIS PROJECT AS PERMITTED BY STATE.

CERTIFICATE HOLDER

CANCELLATION

12368555 PALM BEACH COUNTY C/O CAPITAL IMPROVEMENTS DIVISION FACILITIES DEVELOPMENT & OPERATIONS DEPARTMENT 2633 VISTA PARKWAY WEST PALM BEACH FL 33411	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2016/03)

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CM AT RISK HISTORY

Construction Manager:			Weitz Company					Total: 4,810,316.00					
Contract Award Date:			21-Jun-16					Waived 696,954.00		SBE Goal: 20%			
Resolution Number:			R-2016-0763					Balance 4,113,362.00		22.27%			
Annual Type:			Construction Manager @ Risk							Monitored By:		CID	
Expiration Date:			20-Jun-20										
Renewal Options:			No Remaining Renewals										
Task	Work Order	Amend Number	Amount	API Amount Waived	SBE Amount	Requested By	Request Date	Project#	Project Name	Services	Approved	Appr'd By	SBE %
AT									Annual Contract	Annual Contract R-2016-0763	21-Jun-16	BCC	
									Amendment No. 1	R2018-0847	5-Jun-18	BCC	
		1	\$341,678.00	\$0.00	\$123,687.44	Mike McPherson (cc)	10/17/2016		NCGC Hearing Room #2706 and Secured Corridors	GMP for construction services	11/22/2016	BCC	36.2%
1			\$4,750.00	\$0.00	\$0.00	Anil Patel	2/5/2018		Peanut Island Renovations (Equal amount to be paid by the Port of Palm Beach....total cost is \$9500	Preconstruction Services	3/2/2018	AW	0.0%
	1		\$115,535.00	\$0.00	\$62,606.00	Andy Gamble	7/11/2018	17333	NCGC PBSO IT Room HVAC	GMP for construction services	8/18/2018	CRC	54.2%
		2	\$1,999,737.00	\$0.00	\$626,611.00	Zindy Agrdeo	8/2/2018	17484	Summit Library Childrens Area Expansion	GMP for construction services	9/18/2018	BCC	31.3%
	2		\$17,351.00	\$0.00	\$0.00	Bill Munker	10/25/2018	18509	MCCH Curtain Wall Repairs	GMP for construction services	5/31/2019	AW	0.0%
2			\$37,729.00	\$0.00	\$0.00	Tom McNamara	1/4/2019		Green Cay Nature Center	Preconstruction Services	6/7/2019	AW	0.0%
3			\$696,954.00	\$696,954.00	\$0.00	Mike McPherson (cc)	3/21/2019	13210	Convention Center Carpet Replacement	Preconstruction Services & Purchase carpet	4/10/2019	AW	0.0%
4			\$17,457.00	\$0.00	\$0.00	Andy Gamble	4/18/2019	16461	NCGC Fire Alarm Replacement	Preconstruction services	5/14/2019	AW	0.0%
	3		\$198,902.00	\$0.00	\$0.00	Mike McPherson (cc)	6/15/2019	13210	Convention Center Carpet Replacement	GMP for carpet installation	7/17/2019	CRC	0.0%
5			\$22,275.00	\$0.00	\$0.00	Mike McPherson (cc)	8/15/2019	18215	MCCH 4th Floor Magistrate Hearing rom	Preconstruction Services	10/25/2019	AW	0.0%
		3	\$1,233,393.00		\$102,952.82	Tom McNamara	8/19/2019	17397	Green Cay Nature Center Renovations	GMP for construction services	10/22/2019	BCC	8.3%
6			\$64,989.00		\$0.00	Anthony Longo	9/12/2019	18312	WUD Shade Structures	Preconstruction	10/23/2019	CRC	0.0%
7			\$19,433.00		\$0.00	Gus Arnold	10/8/2019	18388	Fire Station No. 17	Preconstruction	11/4/2019	AW	0.0%
8			\$6,480.00		\$0.00	Gus Arnold	4/10/2020	18388	Temporary Fire Station #17 Traller	Preconstruction	4/30/2020	AW	0.0%
9			\$33,653.00		\$0.00	Stuart Patterson	5/6/2020	19221	Wellington Library Renovation & Chiller Replacement	Preconstruction			0.0%
													#DIV/0!
													#DIV/0!
						INSERT ABOVE THIS LINE							#DIV/0!
			4,810,316.00	696,954.00	915,857.26								22.27%