

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

Meeting Date: August 25, 2020

Consent **Regular**
 Workshop **Public Hearing**

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Amendment No. 1 to the continuing construction manager (CM) contract (R2018-1163) with Asset Builders, LLC dba Messam Construction establishing a guaranteed maximum price (GMP) for the Pahokee Fleet Maintenance Garage Door Replacement project in the amount of \$226,002 for a period of 180 calendar days from notice to proceed or until project is complete.

Summary: The existing sliding barn doors are more than 40 years old, original to the building, and non-hurricane rated. It has become increasingly difficult to find parts when repairs are required. Amendment No. 1 consists of replacing the existing five barn style door openings with new motorized overhead doors. The new design will remove the outdated sliding doors and replace them with rated mechanical roll up doors, which will also provide improved security. On June 21, 2016, the Board of County Commissioners (BCC) approved the continuing CM contract for construction management services. The continuing CM contract was awarded pursuant to the Small Business Enterprise (SBE) ordinance in place at the time; but this GMP, having been initiated after January 1, 2019, is subject to the requirements of the Equal Business Opportunity (EBO) ordinance. The Construction Manager is a Small and Minority Business Enterprise (S/MBE). 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 to the contract. SBE participation on this Amendment is 67.78%. To date the Construction Manager has achieved 70.93% SBE subcontracting participation under its continuing contract. The Construction Manager is a Palm Beach County business utilizing all local subcontractors. The funding source for this project is from the Fleet Management Fund. **(Capital Improvements Division) District 6 (LDC)**

Background & Justification: CM at Risk is a project delivery method in which the CM provides design phase assistance, evaluation of cost, schedule and implications of alternate designs, systems and materials, and serves as the general contractor bidding the subcontracts for construction. The changes included in Amendment No. 1 will allow for the replacement of outdated sliding doors with modern mechanical overhead doors.

Attachments:

1. Location Map
2. Budget Availability Statement
3. GMP Amendment No. 1
4. Asset Builders, LLC dba Messam Construction CM@Risk Contract History

Recommended by: *Samie C. Angel College* *7/23/20*
Deputy Director JOC **Date**
Department Director

Approved by: *[Signature]* *7/31/20*
County Administrator **Date**

A. Five Year Summary of Fiscal Impact:

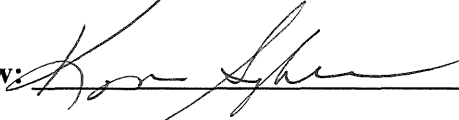
Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures	\$226,002	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$226,002</u>	<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 use of federal funds? Yes _____ No X

Budget Account No: Fund 5000 Dept 410 Unit 7220 Object 4610

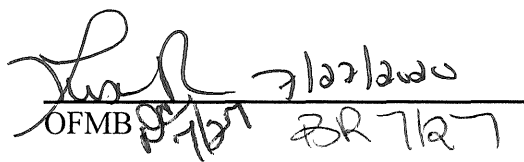
B. Recommended Sources of Funds/Summary of Fiscal Impact:

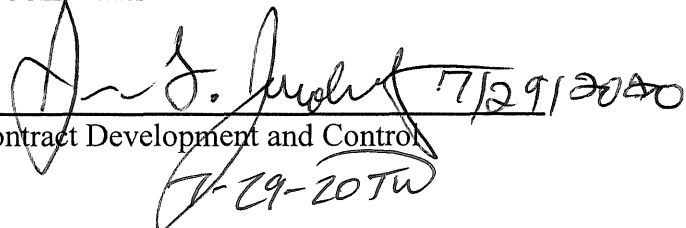
Funding for this project will be from the Fleet Management Fund.

C. Departmental Fiscal Review: 


III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

 7/27/2020
 OFMB 8/12/20 BR 7/27

 7/29/2020
 Contract Development and Control
 7-29-20TW

B. Legal Sufficiency:

 7/30/2020
 Assistant County Attorney

C. Other Department Review:

 Department Director

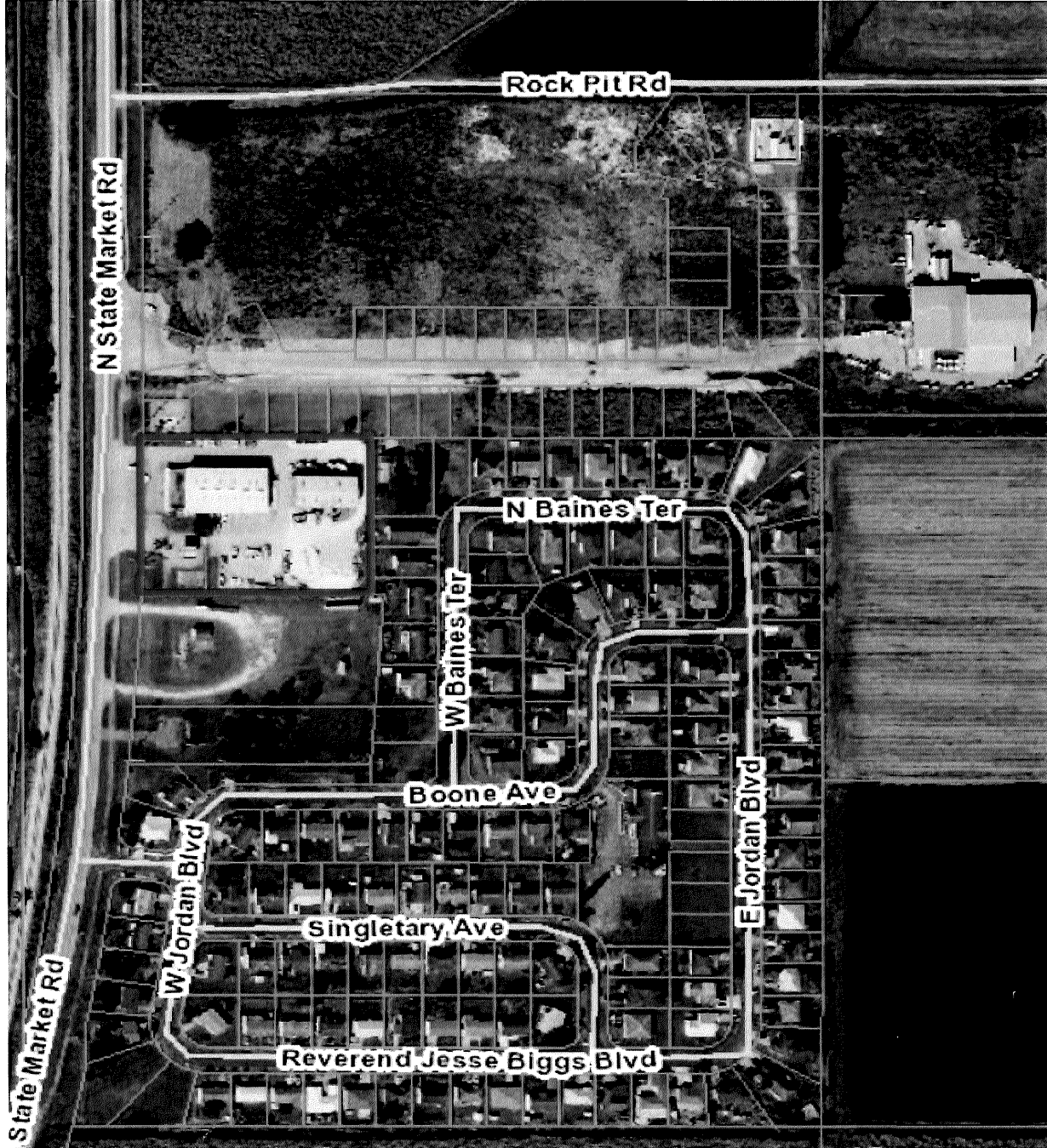
This summary is not to be used as a basis for payment.

LOCATION MAP

Project No: 17493

Project Name Pahokee Fleet Maintenance Garage Door Replacement project.

Location: 580 N State Market Road, Pahokee



Attachment # 2

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 04/09/2020 REQUESTED BY: William Munker PHONE: 233-0265

PROJECT TITLE: Pahokee Fleet Maintenance Building Garage Door Replacement
(Same as CIP or IST, if applicable)

IST PLANNING NO.:

ORIGINAL CONTRACT AMOUNT: N/A
EFDO #2020-022450

BCC RESOLUTION#: R2018-1163
DATE: 08/14/18

REQUESTED AMOUNT: \$226,002

CSA or CHANGE ORDER NUMBER: Amendment #1

LOCATION: 580 State Market Road, Pahokee

BUILDING NUMBER: 620

DESCRIPTION OF WORK/SERVICE LOCATION:

PROJECT/W.O. NUMBER: 17493

CONSULTANT/CONTRACTOR: Asset Builders, LLC dba Messam Construction

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

GMP for construction services

CONSTRUCTION	\$226,002
PROFESSIONAL SERVICES	\$
STAFF COSTS*	\$
EQUIP. / SUPPLIES/PERMITS	\$
CONTINGENCY	\$
TOTAL	\$226,002

* 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: 5000 DEPT: 410 UNIT: 7220 OBJ: 4610

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

Ad Valorem (Amount \$ _____)	Infrastructure Sales Tax (Amount \$ _____)
State (source/type: _____ Amount \$ _____)	Federal (source/type: _____ Amount \$ _____)
Grant (source/type: _____ Amount \$ _____)	Impact Fees: (Amount \$ _____)
Other (source/type: _____ Amount \$ _____)	

Department: FDO / Fleet Management

BAS APPROVED BY: [Signature]

DATE: 4/13/20 ^{SS} 7/17/20

ENCUMBRANCE NUMBER: _____

**AMENDMENT #1
ASSET BUILDERS, LLC dba MESSAM CONSTRUCTION
TO CONTRACT FOR
CONSTRUCTION MANAGEMENT AT RISK SERVICES
ON A CONTINUING CONTRACT BASIS
PAHOKEE FLEET MANAGEMENT GARAGE DOOR REPLACEMENT
PROJECT NO. 17493**

This Amendment is made as of _____ by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as Owner, and Asset Builders, LLC dba Messam Construction, 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 August 14, 2018 (R2018-1163) (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, Owner assigning Project No. 17493 (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 2.2 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 **\$226,002** 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 70.93% SBE subcontracting participation on this Continuing Contract. Construction Manager will provide 67.78% 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.

THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

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

ATTEST:

SHARON R. BOCK, CLERK & COMPROLLER

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

By: _____
Deputy Clerk

By: _____
Dave Kerner, Mayor

APPROVED AS TO LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

By:  _____
County Attorney

By:  _____
Director - FD&O

WITNESS: FOR CONSTRUCTION MANAGER SIGNATURE

CONSTRUCTION MANAGER:

 _____
Signature

 _____
Signature

Jacqueline Dorval
Name (type or print)

Wayne Messam
Name (type or print)

Partner
Title

(Corporate Seal)

**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**



NHC NIELSON, HOOVER & ASSOCIATES

July 17, 2020

Asset Builders, LLC dba Messam Construction
220 SW 7th Avenue
South Bay, FL 33493

RE: *Palm Beach County, as Obligee*
Project: Pahokee Fleet Maintenance Garage Door Replacement, as Project Bond no.
6021282267

To Whom It May Concern:

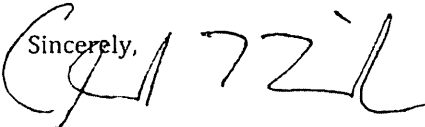
Please supply us with the following information for the above captioned final bond:

Executed Contract with Date: X_____

This letter is also giving **Asset Builders, LLC dba Messam Construction**, and/or the **Palm Beach County**, as obligee, the authority to date the Public Construction Bond and Power of Attorney with the contract date and date the Form of Guarantee upon substantial completion. **The contract date MAY BE THE SAME date as the execution of the bond or PRIOR to the execution date of the bonds.**

We will forward this information onto your surety company upon our receipt. Please return as soon as possible.

Thank you for your cooperation.

Sincerely,


Charles J. Nielson
Attorney-in-fact



8000 Governors Square Boulevard
Suite 101
Miami Lakes, FL 33016
P. 305.722.2663
F. 305.558.9650

PUBLIC CONSTRUCTION BOND

BOND NUMBER 6021282267

BOND AMOUNT \$226,002.00

CONTRACT AMOUNT \$226,002

CONTRACTOR'S NAME: Asset Builders, LLC dba Messam Construction

CONTRACTOR'S ADDRESS: 220 SW 7th Avenue
South Bay, FL 33493

CONTRACTOR'S PHONE: 877 802-0674

SURETY COMPANY: United States Fire Insurance Company

SURETY'S ADDRESS: 305 Madison Avenue, Morristown, NJ 07960

SURETY'S PHONE: (973) 490-6600

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: Pahokee Fleet Maintenance Garage Door Replacement

PROJECT NUMBER: 17493

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

DESCRIPTION OF WORK: _____

Replacement of barn style doors with new overhead doors

PROJECT ADDRESS, PCN, or LEGAL DESCRIPTION: _____

580 State Market Road, Pahokee, FL 33476

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

Two Hundred Twenty Six Thousand and Two Dollars and No/100
(\$226,002.00)
(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: Pahoee Fleet Maintenance Garage Door Replacement
Project No.: 17493
Project Description: Replacement of barn style doors with new overhead doors.
Project Location: 580 State Market Road, Pahoee, FL 33476

in accordance with Drawings and Specifications prepared by

Stantec Consulting Services, Inc.
800 Fairway Drive Suite 195
Deerfield Beach FL 33441-1828
Phone: 954 481-2812

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 Pahoee Fleet Maintenance Garage Door Replacement, Project No. 17493, 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.

FORM OF GUARANTEE

GUARANTEE FOR Contractor Name: Asset Builders LLC dba Messam Construction and Surety Name: United States Fire Insurance Company

We the undersigned hereby guarantee that the (Pahokee Fleet Maintenance Garage Door Replacement, Project No. 17493) 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

Asset Builders LLC dba Messam Construction
(Contractor Name) (Seal)

By: Angela Santo-Messam
(Contractor Signature)

Angela Messam/Managing Partner
(Print Name and Title)

United States Fire Insurance Company
(Surety Name) (Seal)

By: CJN
(Surety Signature)

Charles J. Nielson, Atty.-In-Fact
(Print Name and Title)



MUST CONTAIN ORIGINAL SIGNATURES, NO COPIES WILL BE ACCEPTED

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

00927402020

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

*Ian A. Nipper, David Russell Hoover, Joseph Penichet Nielson,
Charles David Nielson, Charles Jackson Nielson, Shawn Alan Burton, Jarrett Merlucci*

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: Seven Million, Five Hundred Thousand Dollars (\$7,500,000).

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2021.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

- (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
- (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 22nd day of August 2019.

UNITED STATES FIRE INSURANCE COMPANY

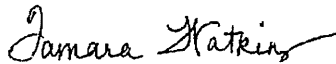


Anthony R. Slimowicz, Executive Vice President

State of Pennsylvania }
County of Philadelphia }

On this 22nd day of August 2019, before me, a Notary public of the State of Pennsylvania, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

Commonwealth of Pennsylvania - Notary Seal
Tamara Watlins, Notary Public
Philadelphia County
My commission expires August 22, 2023
Commission number 1348843



Tamara Watkins

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 29 day of May 2020

UNITED STATES FIRE INSURANCE COMPANY



Al Wright, Senior Vice President





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/29/2020

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 Mckinley Financial Services 2890 W State Road 84, Suite 119 Fort Lauderdale FL 33312		CONTACT NAME: Martha Julius PHONE (A/C, No, Ext): (954) 938-2685 E-MAIL ADDRESS: mjulius@mckinleyinsurance.com FAX (A/C, No): (954) 938-2695	
INSURED ASSET BUILDERS LLC DBA MESSAM CONSTRUTION 3600 Red Road suite 303 Miramar FL 33025		INSURER(S) AFFORDING COVERAGE INSURER A: BERKLEY ASSURANCE COMPANY INSURER B: HISCOX INSURER C: INSURER D: 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 <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	VUMB0140662	03/14/2020	03/14/2021	EACH OCCURRENCE	\$ 1,000,000
								DAMAGE TO RENTED PREMISES (Ea occurrence)
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
							COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED: RETENTION \$			VUMB0140692	03/14/2020	03/14/2021	EACH OCCURRENCE	\$ 5,000,000
								AGGREGATE
								\$
							PER STATUTE	
							OTH-ER	
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
B	Professional Liability	N	N	UDC-1446880-EO-19	04/23/2020	04/23/2021	Each Claim	\$500,000.00
							Aggregate	\$500,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its officers, employees and agents, c/o Facilities Development & Operations Department Projects Number 18209 are listed as an additional insured.

CERTIFICATE HOLDER**CANCELLATION**

Palm Beach County Capital Improvements Division/FD&O 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 
---	---

© 1988-2015 ACORD CORPORATION. All rights reserved.

OEBO SCHEDULE 1

LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

Pahokee Fleet Maintenance Garage Door Replacement

SOLICITATION/PROJECT/BID NAME: _____
 NAME OF PRIME RESPONDENT/BIDDER: Asset Builders, LLC d/b/a Messam Construction
 CONTACT PERSON: Ivey Kearson
 SOLICITATION OPENING/SUBMITTAL DATE: _____

SOLICITATION/PROJECT/BID No.: 17493
 ADDRESS: 220 SW 7th Avenue South Bay, FL 33493
 PHONE NO.: 877-963-7726 E-MAIL: info@messamconstruction.com
 DEPARTMENT: PBC Capital Improvements Division

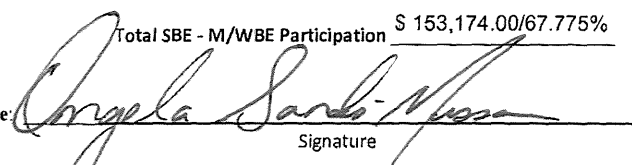
PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME CONTRACTOR/CONSULTANT ON THIS PROJECT. PLEASE ALSO LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SUBCONTRACTORS/SUBCONSULTANTS ON THE PROJECT.

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. Walker Design & Construction, Co. 1060 Holland Drive Suite B Boca Raton, FL 33487 561-998-001	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____	\$73,385.00	_____	
2. Messam Construction 220 SW 7th Avenue South Bay, FL 33493 877-963-7726	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	\$79,789.00	_____	_____	_____	_____	
3. Overhead Door Company of Treasure Coast 3755 Fiscal Ct Suite 3 Riviera Beach, FL 33404 561-881-9700	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	\$63,196.00	_____	_____	
4. contingency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	\$9,632.00	
5.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____	
(Please use additional sheets if necessary)				Total	\$79,789.00	_____	\$63,196.00	\$73,385.00	\$9,632.00

Total Bid Price \$ 226,002.00

Total SBE - M/WBE Participation \$ 153,174.00/67.775%

I hereby certify that the above information is accurate to the best of my knowledge:


 Signature

Managing Partner
 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: 17493

SOLICITATION/PROJECT NAME: Pahokee Fleet Maintenance Door Replacement

Name of Prime: Asset Builders, LLC d/b/a Messam Construction

(Check box(s) that apply)

SBE WBE MBE M/WBE Non-S/M/WBE Date of Palm Beach County Certification (if applicable): 4/23/18-4/22/21

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
1	Construction Management				100%

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: 100%

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

Asset Builders, LLC d/b/a Messam Construction

Print name of Prime

By: 

Authorized Signature

Angela Messam

Print name

Partner

Title

Date: 2/19/20

_____ Print name of Subcontractor/subconsultant

By: _____

Authorized Signature

_____ Print name

_____ Title

Date: _____

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: 17493

SOLICITATION/PROJECT NAME: Pahokee Fleet Maintenance Garage Door Replacement

Name of Prime: Asset Builders, LLC d/b/a Messam Construction

(Check box(s) that apply)

SBE WBE MBE M/WBE Non-S/M/WBE Date of Palm Beach County Certification (if applicable): 4.5.2018

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
05	Metals	1			\$73,385.00

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: \$73,385.00

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

Asset Builders LLC d/b/a Messam Construction

Print name of Prime

By: _____
Authorized Signature

Angela Messam
Print name

Managing Partner
Title

Date: _____

Walker Design & Construction Co.

Print name of Subcontractor/subconsultant

By: 
Authorized Signature

Lee M. Walker
Print name

President
Title

Date: 3-16-20

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: 17493

SOLICITATION/PROJECT NAME: Pahokee Fleet Maintenance Garage Door Replacement

Name of Prime: Asset Builders, LLC d/b/a Messam Construction

(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
1	Overhead Garage Doors	1			\$63,196.00

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: \$63,196.00

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

Asset Builders LLC d/b/a Messam Construction
 Print name of Prime

By: _____
 Authorized Signature

Angela Messam
 Print name

Managing Partner
 Title

Date: _____

Overhead Door Company of Treasure Coast
 Print name of Subcontractor/subconsultant

By: 
 Authorized Signature

Dallas Miller
 Print name

President
 Title

Date: 3/13/2020

