

34-4

Agenda Item #:

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: September 12, 2006

☒ Consent
☐ Ordinance

☐ Regular
☐ Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Amendment No. 9 to the annual Contract with The Weitz Company, LLC (R-2003-1542) for construction management services for library expansion program and various government buildings.

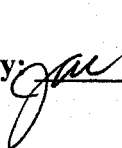
Summary: The Weitz Company was selected to provide construction management services associated with the design and construction of new libraries, additions to libraries, renovations to libraries, and other various government buildings. The Board approved an annual contract on September 23, 2003. The original Contract provided for an initial 2 year term with 3 - one year renewal options. This amendment would provide for services during the second renewal period. The Weitz Company has an SBE participation goal of 15%. During the first three years of the Contract, The Weitz Company has achieved 17.6% participation. **(Capital Improvements Division) Countywide (JM)**

Background and Justification: The Weitz Company was one of three firms selected to perform professional construction management services on a continuing contract basis. Work is authorized through individual task agreements when required during the term of this contract. The contract term is for two years and the original Board action allowed for three additional one year renewals. This amendment would provide services during the second renewal period and would be the fourth year of the contract. It is the consensus of Facilities Development & Operations that The Weitz Company has successfully provided the services required by the County in a timely manner. They are in good standing and wish to continue to provide services. During the first three years of the Contract, The Weitz Company was awarded \$31,599,905 in Construction Management Authorizations.

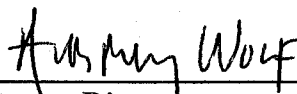
Attachments:

1. Amendment No. 9
2. September 23, 2003 BCC Agenda Item

Recommended by:

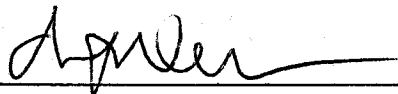


Department Director



8/19/06
Date

Approved by:



County Administrator

9/1/06
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2006	2007	2008	2009	2010
Capital Expenditures	\$ <u> </u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Operating Costs	<u> </u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	<u> </u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Program Income (County)	<u> </u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
In-Kind Match (County)	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
NET FISCAL IMPACT	\$ <u><u> </u></u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

Is Item Included in Current Budget? Yes _____ No _____
 Budget Account No: Fund _____ Dept _____ Unit _____ Object _____
 Reporting Category _____

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

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

III. REVIEW COMMENTS

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

① Ann Oak 8-28-06
 OFMB
 8/25/06

PM
 8-25-06

Joe J. Jacoby 8/31/06
 Contract Administrator
 6/25/06 8/31/06

B. Legal Sufficiency:

This amendment complies with

This amendment complies with our review requirements.

~~B.~~ Legal Sufficiency:

James C. [Signature]
Assistant County Attorney

C. Other Department Review:

Department Director

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

AMENDMENT TO CONTRACT FOR
Annual Construction Management Services
Continuing Contract Basis

This Amendment No. 9 dated _____, to the Agreement (R-2003-1542) dated September 23, 2003, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY and The Weitz Company, LLC, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSTRUCTION MANAGER.

WITNESSETH

WHEREAS, the parties have entered into an Agreement under which the CONSTRUCTION MANAGER provided certain construction management services to the COUNTY for various projects; and

WHEREAS, the parties hereto desire to amend the Agreement to extend it for an additional one (1) year period.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter set forth and for such other good and valuable consideration, the receipt of which the parties hereto expressly acknowledge, the parties covenant and agree to the following terms and conditions:

1. The term of this Agreement as set forth in Article 1.5 is renewed for one (1) additional year to September 23, 2007.
2. Except as specifically modified above, the terms and conditions of the Agreement are hereby confirmed and remain in full force and effect.

ATTACHMENT # 1

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and CONSULTANT has hereunto set its hand the day and year above written.

ATTEST:
SHARON R. BOCK, CLERK &
COMPTROLLER

PALM BEACH COUNTY BOARD OF
COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Tony Masilotti, Chairman

WITNESS: FOR CONSTRUCTION
MANAGER SIGNATURE

CONSTRUCTION MANAGER:
THE WEITZ COMPANY

Marie L. Salt
Signature

Dennis Gallagher
Signature

MARIE L. SALT
Name (type or print)

Dennis Gallagher
Name (type or print)



President
Title

(Corporate Seal)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
County Attorney

By: James Anthony Wolf
Director - FD&O

3H-5

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

R-2003-1542
M6/A 5-0
MC EN obs

Meeting Date: September 23, 2003

☒ [X] Consent
☐ [] Workshop

☐ [] Regular
☐ [] Public Hearing

Department: Facilities Development and Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: A continuing services contract with The Weitz Company, LLC, for Construction Management Services for library expansion program and various government buildings.

Summary: This contract provides for Construction Management Services associated with the design and construction of new libraries, additions to libraries, renovations to libraries, and other various government buildings to be determined later. Once a project is assigned to The Weitz Company, an Amendment for preconstruction services will be prepared and The Weitz Company will prepare a Guaranteed Maximum Price (GMP) for the construction phase. The GMP will include the cost of work required by the construction documents and the construction manager's fee associated with project construction. The GMP will also be implemented as an amendment to this contract and will be presented to the Board for approval. The Contract is for a period of 2 years, with 3, one year renewal options. SBE goals for the projects will be 15%. (Capital Improvements Division) Countywide (JM).

Background and Justification: Construction Manager at Risk is a project delivery method where the construction manager serves as the County's General Contractor, subcontracting the work, and provides design phase assistance in evaluating costs, schedule and implications of alternate designs, systems, and materials during design. Selection of the construction manager is based on criteria that combines qualifications and experience. Proposals for construction manager services were received on May 20, 2003, and on July 23, 2003, the Final Selection Committee reviewed and evaluated the firms based on predetermined selection criteria. Three firms were selected to receive continuing services contracts for these projects. Projects will be assigned based on an equitable distribution of the work as long as the firm is performing satisfactorily. The contract calls for preconstruction services which include active participation in the design process, value engineering and the development of a guaranteed maximum price for construction. If an acceptable guaranteed maximum price cannot be developed, the contract may be cancelled and an alternate construction method be used.

Attachments:

RECEIVED
CAPITAL IMPROVEMENTS DIV

L 1 14 2003

Contract Available in County Administrator's Office

FILE: _____
CC: _____

Recommended by: Jac

Anthony Wolf
Department Director

8/28/03
Date

Approved by: [Signature]

County Administrator

9/16/03
Date

ATTACHMENT # 2