

3H-8

Agenda Item #:

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: October 17, 2006

Consent

Regular

Workshop

Public Hearing

Department: Facilities Development and Operations

I. EXECUTIVE BRIEF

**Motion and Title: Staff recommends motion to approve:** A contract with Heery International, Inc., for program management services for the Jail Expansion Program in the amount of \$2,043,104.

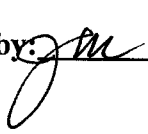
**Summary:** This contract will provide for program management services for the Jail Expansion Program. The program manager will act as an extension staff assisting with all aspects of the project including managing the design and construction phases. The initial phase of this contract includes the required services for the first 17 months of the design phase. Upon completion of this initial phase, an additional services authorization will be presented to the Board for the remainder of the proposed \$7,684,561 contract. The SBE goal for this project is 15%. Heery's participation is 15% for this initial phase. **(Capital Improvements Division) Countywide (JM)**

**Background and Justification:** On April 25, 2006, the Board approved proceeding with Jail Expansion Program 2 consisting of the expansion of the West County Detention Facility and the Stockade and renovations to the Main Detention Center at an estimated cost of \$267 million. Obtaining services of a program manager is the first step in implementing the process.

**Attachments:**

1. Budget Availability Statement
2. Contract

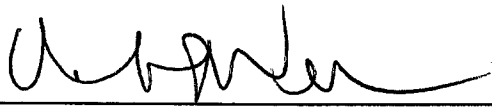
Recommended by:



*Anthony Wolf*  
Department Director

9/21/06  
Date

Approved by:



County Administrator

9/11/06  
Date

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	<u>\$2,043,104</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>\$2,043,104</u>	<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>
# ADDITIONAL FTE	<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>
POSITIONS (Cumulative)	<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>

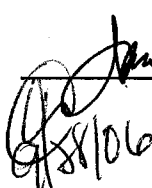
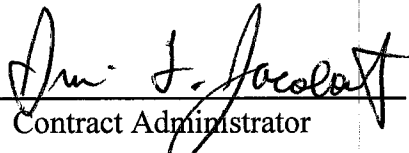
Is Item Included in Current Budget? Yes X No       

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

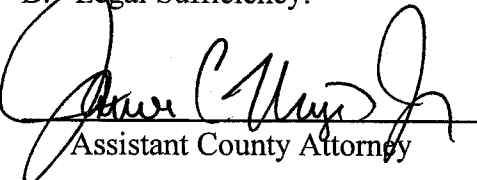
Budget Account No: Fund 3804 Dept 411 Unit B362 Object 6502  
Reporting Category                     

**III. REVIEW COMMENTS:**

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

                      9-28-06  
 OFMB  
                      10/10/06  
 Contract Administrator  
 This Contract complies with our contract review requirements.

**B. Legal Sufficiency:**

                       
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
Department Director

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

FACILITIES DEVELOPMENT & OPERATIONS  
BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 09/20/06 REQUESTED BY: Mike McPherson PHONE: 233-0278  
FAX: 233-0270  
PROJECT TITLE: PBC Jail Expansion Program II PROJECT NO.: 04202  
ORIGINAL CONTRACT AMOUNT: BCC RESOLUTION#:  
REQUESTED AMOUNT: \$2,043,104.00 DATE:  
CSA or CHANGE ORDER NUMBER:  
CONSULTANT/CONTRACTOR: Heery International

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

Contract Award


CONSTRUCTION	
PROFESSIONAL SERVICES	<u>\$2,043,104.00</u>
STAFF COSTS** (Design/Construction Phase)	<u>                    </u>
MISC. (permits, prints, advertising, etcetera)	<u>                    </u>
TOTAL	<u>\$2,043,104.00</u>

\*\* By signing this BAS your department agrees to these staff costs 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.

BUDGET ACCOUNT NUMBER (IF KNOWN)

FUND: 3804 DEPT: 411 UNIT: B362 OBJ: 6502

FUNDING SOURCE (CHECK ALL THAT APPLY):  AD VALOREM  OTHER  
 FEDERAL/DAVIS BACON

BAS APPROVED BY:  DATE: 9.20.06

ENCUMBRANCE NUMBER: \_\_\_\_\_

Revised 03/30/04

ATTACHMENT # 1

**CONTRACT FOR PROFESSIONAL SERVICES  
FOR  
PROGRAM MANAGER SERVICES  
PALM BEACH COUNTY JAIL EXPANSION  
PROJECT NO. 04202**

This Contract is made as of \_\_\_\_\_ 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 **Heery International, Inc.**, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. number is **58-0827945**.

In consideration of the mutual promises contained herein, the COUNTY and the CONSULTANT agree as follows:

**DEFINITIONS:**

**Approval, Acceptance, Authorization** when referring to the COUNTY shall not constitute acceptance or approval of the buildability or suitability of any documents nor the approval or acceptance of the condition, status or progress of the work, but only establishes that the COUNTY has verified such documents exist and that progress payments may be made. No liability shall flow to, be assumed by, or incurred to the COUNTY for its acceptance, approval or authorization of any documents or work hereunder.

**Observe, Observation(s), Visit(s):** site visits by the CONSULTANT to determine if construction is being performed in compliance with the Construction Documents and to determine if the contractor is progressing according to the project schedule.

**SECTION I - BASIC SERVICES OF CONSULTANT**

1.1 Basic Services - The services to be provided by the consultant are noted in Exhibit A to this contract.

1.2 Fee - The fee associated with all of the services to be required under this contract are noted in Exhibit A-2 to this contract.

1.3 The fee associated with the initial phase of the contract is noted in Exhibit A-1.

1.4 The fee associated with subsequent phases will be authorized in future Consultant Services Authorizations to this contract.

07-07-06

Contract - 1

**ATTACHMENT # 2**

## **SECTION 2 - ADDITIONAL SERVICES OF CONSULTANT**

### **2.1 Notification**

CONSULTANT shall notify COUNTY immediately in writing of all changes to the Scope of Work that increase or decrease the CONSULTANT'S cost or the duration of CONSULTANT's services.

### **2.2 Additional Compensation**

2.2.1 Notice of a request for additional compensation shall be given in writing to COUNTY within five (5) working days from the date on which CONSULTANT knows, or should reasonably know, of the event giving rise to such request. Failure to give such notice shall constitute a waiver of CONSULTANT's right to additional consideration.

2.2.2 Under no circumstances shall a request for additional services be submitted later than 30 days after project substantial completion.

### **2.3 Services Requiring Authorization in Advance**

Only if authorized in writing by COUNTY, and not included in basic services, may CONSULTANT receive additional compensation for furnishing or obtaining Additional Services of the types listed in this section.

2.3.1 Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with the Project, preparation or review of environmental assessments, and impact statements.

2.3.2 Preparing to serve or serving as a consultant or witness for COUNTY in any litigation involving the Project (except for negotiations in seeking settlement of disputes and assistance in consultations which is included as part of Basic Services and where CONSULTANT may be responsible due to incompetence, errors, omissions, or fraud).

2.3.3 Additional services which are to be furnished by COUNTY in accordance with Section 3, and services not otherwise provided for in this Contract.

## **SECTION 3 - COUNTY'S RESPONSIBILITIES**

COUNTY shall do the following in a timely manner so as not to delay the services of the CONSULTANT:

3.1 Designate in writing a person to act as COUNTY'S representative with respect to the services to be rendered under this Contract. Such person shall have complete authority to transmit instructions, receive information, interpret and define COUNTY'S policies and decisions with respect to CONSULTANT'S services for the Project.

3.2 As requested, in writing by CONSULTANT, provide all criteria and full information as to COUNTY'S requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which COUNTY will require to be included in the Drawings and Specifications.

3.3 Arrange for access to and make provisions where necessary for CONSULTANT to enter upon property as required for CONSULTANT to perform services under this Contract.

3.4 Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by CONSULTANT. If requested by CONSULTANT, render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT. However, said decisions shall create no liability on the part of COUNTY for approval or acceptance.

3.5 If COUNTY designates a person to represent COUNTY at the site who is not CONSULTANT or CONSULTANT'S agent or employee, the duties, responsibilities and limitations of authority of such other person and the effect thereof on the duties and responsibilities of CONSULTANT will be set forth in an exhibit that is to be identified, attached to and made a part of this Contract before such services begin.

3.6 Furnish to CONSULTANT data or estimated figures as to COUNTY'S anticipated costs for services to be provided by others for COUNTY so that CONSULTANT may make the necessary findings to support opinions of probable Construction Costs.

3.7 Attend the pre-bid conference, bid opening, preconstruction conferences, construction progress and other job related meetings and substantial completion inspections and final payment inspections.

3.8 Give prompt written notice to CONSULTANT whenever COUNTY observes or otherwise becomes aware of any development that affects the scope of timing of CONSULTANT'S services, or any defect or non-conformance in the work of any Contractor.

3.9 Furnish, or direct CONSULTANT to provide, Additional Services as stipulated in paragraph 2.3 of this Contract or other services as required.

#### **SECTION 4 - PERIODS OF SERVICE**

4.1 The period of service shall commence upon execution of this Contract and continue until completion of all phases or any outstanding additional service authorizations issued within the period of this Contract, unless otherwise terminated as provided herein.

4.2 If COUNTY has requested significant modifications or changes in the general scope, extent or character of the Project, the time of performance of CONSULTANT'S services shall be adjusted equitably.

4.3 If CONSULTANT'S services for design or during construction of the Project are delayed or suspended in whole or in part by COUNTY for more than 60 days for reasons beyond CONSULTANT'S control, CONSULTANT shall be entitled to an equitable adjustment in compensation.

## **SECTION 5 - PAYMENTS TO CONSULTANT**

5.1 The total amount to be paid by the COUNTY under this Contract and method of payment shall be set forth in Exhibit A. The CONSULTANT will bill the COUNTY at the amounts set forth for services rendered toward the completion of the Scope of Work. Payments will generally be made either after completion of scheduled milestones or after acceptance of specified deliverables. Where incremental billings for partially completed items is permitted, the total incremented billings shall not exceed the percentage of estimated completion of identifiable deliverables or accepted deliverables as of the billing date.

5.2 CONSULTANT and COUNTY shall agree on a Schedule of Values incorporating scope of work references, deliverables, and milestones. A Pay Application with percent complete of each activity shall be included with each billing. A schedule update of consultant's work shall be included with each billing.

5.3 Pay Applications received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the initiating COUNTY department, indicating that services have been received, and then will be sent to the Finance Department for payment. Invoices must reference the project number. Invoices will normally be paid within thirty (30) days following the department's approval of 10 business days.

5.4 **Fixed Price Method of Payment:** Whenever possible, the scope of services for Services, Projects or Programs shall be thoroughly defined and outlined prior to its authorization. The COUNTY and CONSULTANT shall mutually agree to a fixed price for services to be rendered and a detailed scope of services. Should the COUNTY deem that a change in the scope of services is appropriate, then a decrease or increase shall be agreed to in writing. Prior to execution of a fixed price authorization, the CONSULTANT shall have submitted a detailed cost proposal including the estimated labor hours, labor rates, subcontractual services, out of pocket expenses and other related costs supporting the proposed work. Fixed price contracts shall include all services including labor, reimbursable, overhead and profit as part of the fixed price. CONSULTANT agrees that fee is not tied to construction cost.

5.5 **Computation of Time Charges/Not to Exceed Method of Payment:** When a service is to be compensated for on a time charge/not to exceed basis, the

CONSULTANT will submit a not to exceed budget to the COUNTY for prior approval based on estimated labor hours and labor rates which shall not exceed established hourly rates plus subcontractual services, out of pocket expenses and other related costs supporting the proposed work. The COUNTY shall not be obligated to reimburse the CONSULTANT for costs incurred in excess of the total not to exceed cost amount. The CONSULTANT shall notify the COUNTY in writing when 90% of the "not to exceed" amount has been reached.

5.5.1 The COUNTY agrees to pay the CONSULTANT compensation for services rendered based upon the established actual hourly raw labor rates for services rendered by personnel directly engaged on COUNTY projects, multiplied by an overall overhead and profit factor of 2.76. The labor rates, overhead and profit factors are subject to audit.

5.5.2 Sub-contractual service shall be invoiced at the actual fees paid by the CONSULTANT. Sub-contractual services shall be approved by the COUNTY in writing prior to performance of the sub-contractual work.

5.5.3 "Out-of-pocket" expenses will be reimbursed up to the not-to-exceed amount. "Out-of-pocket" expenses mean the actual expenses expected to be incurred by the CONSULTANT or CONSULTANT'S independent professional associates directly or indirectly in connection with the work such as expenses for: transportation and subsistence incidental thereto; external reproduction of reports, drawings, specifications, bidding documents, and similar Project related items. Charges for specialized equipment shall be determined on an individual basis subject to approval of the COUNTY. All reimbursable expenses will be estimated at the time of negotiating this Contract. All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of the Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the Palm Beach County Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Contract will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.

5.6 In order for both parties to close their books and records, the CONSULTANT will clearly state "**Final**" on the CONSULTANT'S final/last billing to the COUNTY. This shall constitute CONSULTANT'S certification that all services have been properly performed and all charges and costs have been invoiced to COUNTY. Since this account will thereupon be closed, any and other further charges, if not properly included on this final invoice, are waived by the CONSULTANT.