

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: April 1, 2008

[X] Consent [] Regular
[] Ordinance [] Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Consultant Services Authorization (CSA) No. 5 to the contract (R2003-1753) with Pierce Goodwin Alexander & Linville (PGAL) in the amount of \$232,554 for planning, design and construction administration services for the renovations of the Southwest County Regional Library.

Summary: The scope of services provides for architectural and engineering services for building planning, design, permitting and construction administration for renovation of the existing 24,000 sq. ft. building and associated site changes. The construction cost estimate for this project is \$4,680,000. The SBE goal for this project is 15%. PGAL will provide 25.1% SBE participation. (Capital Improvements Division) District 5 (JM)

Background and Justification: PGAL was selected as one of three (3) consultants for the Library Expansion Program in accordance with Board adopted procedures pursuant to the Consultants Competitive Negotiation Act (CCNA), Florida Statute 287.055, to provide professional consultant services associated with design and construction of 17 new, expanded or renovated libraries. The Southwest County Regional Library is one of the libraries identified in the Library Expansion Plan. This project will be located at the existing site west of Boca Raton. The renovations will provide a new drive up automated book drop off, interior and exterior capital maintenance expense items, renovations to interior finishes, and modernization of furniture, fixtures and equipment to better serve the changing needs and trends in library services.

Attachments:

1. Location map
2. Budget Availability Statement
3. CSA No. 5

Recommended by: 

Department Director

Date

Approved by: 

County Administrator

Date

I. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	\$232,554	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	-0-	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	\$232,554	-0-	-0-	-0-	-0-
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes X No

Library Account

Budget Account No:

Fund 3021 Agency 321 Org L054 Object 6505 Amount \$232,554.00
Reporting Category

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

This project is funded with GO Bonds from the initial issue.

C. Departmental Fiscal Review:

Lavinia D. Gardner
Lavinia D. Gardner, Director of Library Finance & Administration

III. REVIEW COMMENTS:

A. OFMB Budget and/or Contract Development & Control Comments:

John D. ... 3-20-08
OFMB/Budget
3/18/2008 3/22/08 3/18/08

John J. ... 3/21/08
Contract Development and Control

B. Legal Sufficiency:

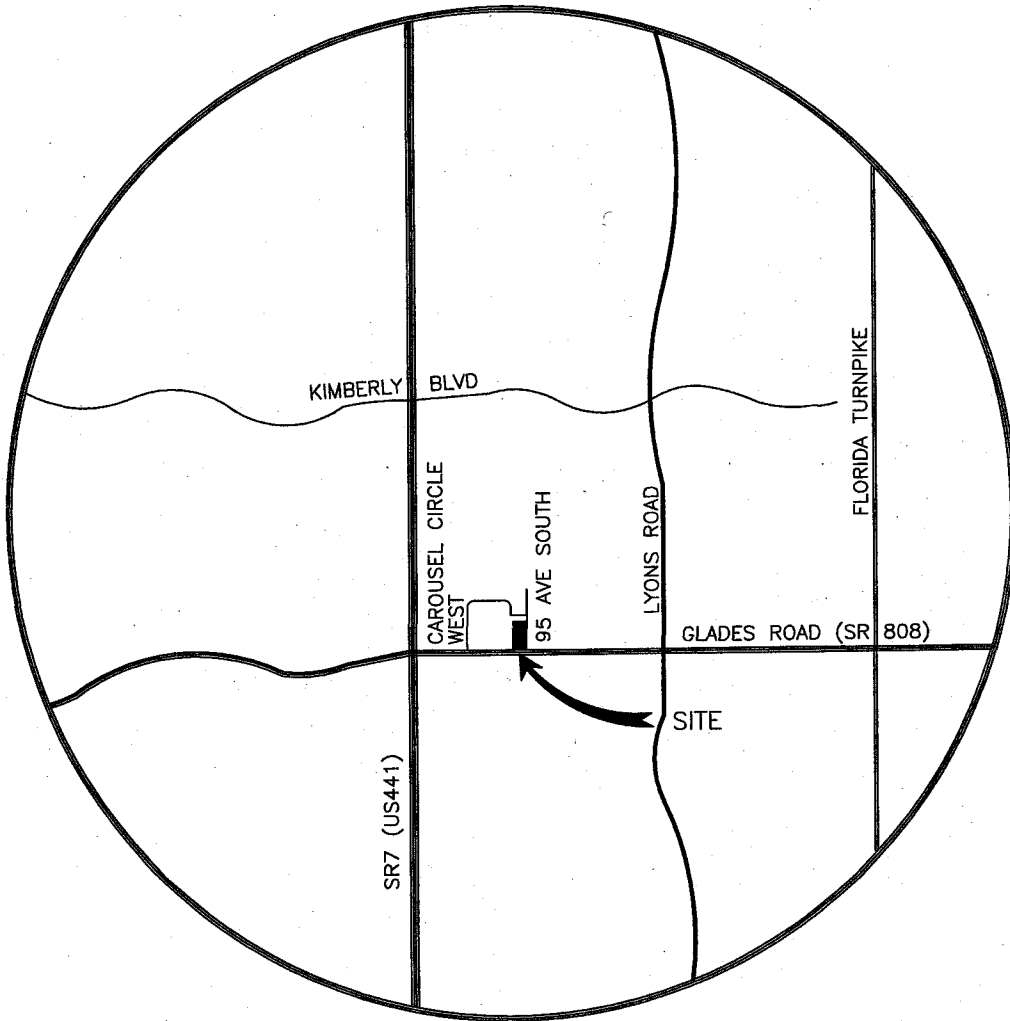
James C. ... 3/24/08
Assistant County Attorney

This item complies with current
County policies.

C. Other Department Review:

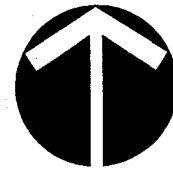
John Callahan II
John Callahan II, Library Director

This summary is not to be use as a basis payment.



SEC. 18, TWP. 47S, RNG. 42E

LOCATION MAP



ATTACHMENT #/

**FACILITIES DEVELOPMENT & OPERATIONS
BUDGET AVAILABILITY STATEMENT**

REQUEST DATE 01/31/08

REQUESTED BY: Bill DeBeck

PHONE: 233-0263

FAX: 233-0270

PROJECT TITLE: Southwest County Regional Library

PROJECT NO.: 03235

ORIGINAL CONTRACT AMOUNT: N/A

BCC RESOLUTION#:

REQUESTED AMOUNT: \$232,554.00

DATE:

CSA or ~~CHANGE ORDER NUMBER~~: CSA NO. 5

CONSULTANT/CONTRACTOR: PGAL

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

Professional services shall include design permitting and construction administration services for building and site improvements at the Southwest County Library as detailed in the attached proposal dated June 11, 2007.

CONSTRUCTION**PROFESSIONAL SERVICES**

STAFF COSTS** (Design/Construction Phase)

MISC. (permits, prints, advertising, Survey)

TOTAL

\$232,554.00

\$232,554.00

** 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: 3021 DEPT: 321 UNIT: L054 OBJ: 6505

FUNDING SOURCE (CHECK ALL THAT APPLY): ☐ AD VALOREM ☐ OTHER☐ FEDERAL/DAVIS BACONBAS APPROVED BY: Luisina D. Gardner DATE: 2/4/08

ENCUMBRANCE NUMBER: _____

Revised 03/30/04

Post-it® Fax-Note 7671		Date	2-4-08	# of pages	1
To: Bill DeBeck		From:	Thane D. Gardner		
Co./Dept. CD		Co.	LIBRARY		
Phone #		Phone #			
Fax # DRB SW		Fax #			

ATTACHMENT # 2

CONSULTANT SERVICES AUTHORIZATION

PGAL, Inc.
Annual Consultant

**SOUTHWEST BRANCH LIBRARY
PROJECT NO. 03211
DISTRICT NO. 5**

THIS AUTHORIZATION NO. 5 to the Contract dated 10/21/03 (R2003-1753) between Palm Beach County and the Consultant identified herein is for the Consultant Services described in Item 3 of this Authorization.

1. **CONSULTANT:** PGAL
791 PARK OF COMMERCE BLVD. SUITE 400
BOCA RATON, FLORIDA 33487
2. **Services completed to date:** Not applicable. This authorization is for a new project.
3. **Description of Services to be provided by Consultant:** Professional services shall include design, permitting and construction administration services for building and site improvements at the Southwest County Library as detailed in the attached proposal dated February 5, 2008.
4. **History:** Not applicable. This authorization is for a new project.
5. **Time of Commencement:** Consultant shall begin work promptly on the requested services upon receipt of this executed document which shall constitute official "Notice to Proceed".
6. **Compensation:** The compensation to be paid to the Consultant for the requested services shall be:

Lump Sum charge of \$232,554.00.
7. **This Authorization may be terminated by the County without cause or prior notice. In the event of termination not the fault of the Consultant, the Consultant shall be compensated for all services performed to termination date, together with reimbursable expenses (if applicable) then due.**

Consultant agrees to waive any and all claims for lost profits or anticipated future profits in the event of a termination with or without the cause under this Contract.
8. **EXCEPT AS HEREBY AMENDED, CHANGED OR MODIFIED,** all other terms and conditions of the original Contract remain in full force and effect.

ATTACHMENT #3

IN WITNESS WHEREOF, this Authorization is accepted, subject to the terms and conditions of the aforementioned Contract.

COUNTY

ATTEST:
Sharon R. Bock, Clerk & Comptroller

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

WITNESS:

Cathy Boyce

Cathy Boyce
Name (type or print)

PGAL

By: IAN
Name: IAN A. NESTLER

PRINCIPAL
Title:

Date: 2/22/08

Approved as to Form and Legal Sufficiency

Approved as to terms and conditions

Assistant County Attorney

Anthony Wolf
Director - F D & O



February 5, 2008

Mr. Bill DeBeck, Project Manager
Capital Improvement Division
Facilities Development & Operations Department
Palm Beach County
2633 Vista Parkway
West Palm Beach, FL 33411-5604

Re: Southwest Regional Library

Dear Mr. DeBeck:

Pierce Goodwin Alexander & Linville (PGAL) is pleased to submit this proposal to provide professional services for the renovation of the Southwest Regional Library located at 20701- 95th Avenue South, Boca Raton, Florida.

1. SCOPE OF SERVICES

PGAL will provide services in accordance with current AIA standard practices for projects similar in type and scope, and CID Policy and procedures Manual. Our services shall include the provision of all labor and materials for preparation of the following design and construction documents.

This proposal responds to the initial work description and floor plan provided by Palm Beach County Library to remodel and upgrade the facility to create better usable spaces where needed. The facility will be modified as follows:

BUILDING EXTERIOR

1. Create new vehicular drive circulation with stacking for exterior book drop.
2. Modify landscaping around exterior book drop to meet CPTED.
3. Select new color scheme for building exterior and parking lot fixtures.
4. Specify and coordinate re-roofing.

BUILDING INTERIOR

1. Lobby
 - Clean grout and existing porcelain ceramic tile floor.
 - Replace all existing light fixtures.
 - Paint all walls, use accent color in archways.
 - Install wall tiles at water cooler.
 - Replace lobby book drop.
2. Restrooms
 - Replace countertops.
 - Replace ceiling tiles and tracks to moisture resistant products.
 - Replace mirrors.
 - Replace toilet partitions.
 - Replace sink in ADA stall and install per code requirements.
 - Clean existing floor tiles and grout.

- Replace all lighting fixtures.
 - Replace ceiling diffusers.
 - 3. Doors
 - Paint frames.
 - Refinish all doors.
 - 4. Circulation Desk
 - Redesign circulation desk to include 2 standing and 2 sitting stations.
 - Redesign drop soffit for new circulation desk.
 - Relocate task and accent lighting.
 - Remove low wall at queuing.
 - Provide design treatment to minimize glare from clearstory windows.
 - 5. Study Room
 - Paint all walls.
 - Install plastic laminate on walls over counter.
 - Install new shelf above study carrel.
 - Install new permanent light fixture under shelf.
 - 6. Periodicals
 - Propose design changes to ceiling and window details to highlight as a destination focal point and quiet reading area.
 - 7. Young Adult
 - Raise ceiling height.
 - 8. Circulation Workroom
 - Remove all millwork.
 - Refinish walls for modular furniture installation.
 - 9. General
 - Modify floor layout per floor plan provided by Palm Beach County Library.
 - Paint all walls.
 - Replace all carpet and base except in Public Meeting Room.
 - Provide OPAC station where needed.
 - Modify mechanical ductworks per new floor plan layout.
 - Develop new lighting and power requirements per new floor plan layout.
 - Modify fire sprinkler plan per new floor plan layout.
 - Replace 3 air handler units.
 - Replace and upgrade fire and security systems.
 - Reupholster and refinish existing furnishing, (Library will provide inventory).
 - Provide new artworks.
 - New entry to Children's Library.
 - Design new interior room and information signage.
 - Any modifications necessary in order to obtain a building permit.
-

PGAL will provide the following as part of Basic Services:

1. Meeting with owner to review the program and provide alternative approaches to the design and construction of the project.
2. Two different material boards total to be presented for selection comments and approval.
3. Selection of interior finishes, colors, artwork and graphics, and coordination of purchasing of new furnishings with owner's rep(s).
4. Selection of new light fixtures.
5. Design custom millworks.
6. Selection of fabrics for re-upholstering of existing chairs.
7. Meet with County staff and other jurisdictional agencies, obtain and address comments, and modify documents as necessary to obtain all necessary permits.
8. Shop drawing review.
9. Respond to Contractor or Owner request for information (RFI's).
10. Attend bi-weekly job site meetings (maximum of 12 months) to observe the progress of the work and review Contractors application for payment.
11. Install automatic book-drop per Library's direction.

2. COMPENSATION

The fixed fee for basic services shall be Two Hundred Seventeen Thousand Three Hundred and Fifty-four Dollars (\$217,354.00) and Non-Reimbursable expenses estimated at Fifteen Thousand Two Hundred Dollars (\$15,200). It shall be allocated to each task of the project as follows:

1. Schematic Design	\$ 23,120
2. Design Development	\$ 36,940
3. 50% Construction Documents	\$ 40,920
4. 95% Construction Documents	\$ 39,630
5. 100% Construction Documents	\$ 12,534
6. Permitting	\$ 8,855
7. GMP Negotiation	\$ 6,260
8. Construction Administration	\$ 44,255
9. <u>Post Construction</u>	<u>\$ 4,840</u>
Sub-total	\$ 217,354
<u>Expenses</u>	<u>\$ 15,200</u>
Total	\$ 232,554

3. EXPENSES

The following expenses are not included in the basic services fee.

1. Expense of reproductions beyond those quantities of deliverables required by this agreement.
2. Expense of reproductions for presentation documents.
3. Expense of filing or permit fees.
4. Expense of courier or overnight delivery when requested by owner.
5. Other expenses only as authorized in advance by the Owner

4. OPTIONAL SERVICES

The following are optional services that would modify the Scope of Services provided under this Agreement and approved by the County.

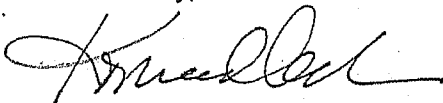
1. Geotechnical engineering and testing.
2. Public meetings and presentations for plan approvals.
3. Detailed cost estimating.
4. Construction Phase Services beyond those included in Basic Services
5. Perspective renderings and/or models.
6. Value engineering and/or program modifications to the building design after approval of design development documents.
7. Additional material boards.

Creation of as-built drawings of the existing facilities (i.e. mechanical ductwork, electrical home-runs, etc.) in AutoCAD format is not part of this proposal. As-built drawings, if required, will be provided by Palm Beach County.

The above items and any other requested extras shall be invoiced as additional services at a mutually agreed upon fixed fee.

If the terms of this Proposal meet with your approval, **PGAL** is ready to enter into an agreement with Palm Beach County to start work on this exciting project. If additional information is required, please do not hesitate to contact me.

Sincerely,



Konrad Kwok, AIA
Senior Associate

cc: Ian Nestler, Principal
Attachments

AGREED AND ACCEPTED

This _____ day of _____, 2008

By: _____

Title: _____

Southwest Regional Library

Fee Schedule

12/4/2007

PGAL

Basic Services Summary & Assumptions

	Design Phase	Construction Phase	Totals
Construction Budget Library 24,000 SF \$105/SF			\$2,520,000
Total Construction Estimate			\$2,520,000
Total Basic Services Fee	\$168,259	\$49,095	\$217,354
Total Percentage Fee			8.63%

Additional Services Summary

	Design Phase	Construction Phase		Totals
Additional Basic Services				
Program Verification	Included	\$0	\$	-
Survey	\$0	\$0	\$	-
Geotechnical Engineering	\$0	\$0	\$	-
Threshold Inspection	\$0	\$0	\$	-
Cost Estimating (by CM)	\$0	\$0	\$	-
Rendering/Model/Animation (allowance)	\$0	\$0	\$	-
Space/Furniture Inventory	\$0	\$0	\$	-
Non-Reimbursable Expenses	\$10,200	\$5,000	\$	15,200
Signage per Code & Design Standards	\$0	\$0	\$	-
Total Additional Services	\$10,200	\$5,000	\$	15,200

Total Basic Services Fee	\$178,459	\$54,095	\$232,554
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CONFLICT OF INTEREST DISCLOSURE FORM

CONSULTANT represents that it presently has no interest, either direct or indirect, which would or could conflict in any manner with the performance of services for the County, except as follows:

(Attach additional sheets as needed.)

CONSULTANT further represents that no person having any interest shall be employed for said performance. By signing below, CONSULTANT certifies that the information contained herein is true and correct and constitutes all current potential conflicts of interest which may influence or appear to influence CONSULTANT'S judgment or quality of services being provided to the County.

CONSULTANT shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest that may arise in the future through any prospective business association, interest or other circumstance which may influence or appear to influence CONSULTANT'S judgment or quality of services being provided to the County. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that CONSULTANT may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute an unacceptable conflict of interest if entered into by the CONSULTANT.

If, in the sole opinion of the COUNTY, the prospective business association, interest or circumstance of CONSULTANT would constitute an unacceptable conflict of interest to the COUNTY, the COUNTY shall so state in the notification and the CONSULTANT shall not enter into said association, interest or circumstance.

THIS DISCLOSURE is submitted by IAN A. NESTLER, as
(Name of Individual)

PRINCIPAL, of PGAL
(Title/Position) (Firm Name of Consultant)

who hereby certifies that the information stated above is true and correct. Further, it is hereby acknowledged that any misrepresentation by the Consultant on this Disclosure is considered an unethical business practice and is grounds for sanctions against future County business with the Consultant.

Ian A. Nestler
(Signature)

3/4/08
(Date)

SCHEDULE 1
LIST OF PROPOSED SBE-MWBE SUBCONSULTANTS

PROJECT NAME: Southwest Regional Library PROJECT NO. 03211
NAME OF PRIME CONSULTANT: PGAL
CONTACT PERSON: Ian A. Nestler PHONE NO: 561-988-4002 FAX NO: 561-988-3002

PLEASE IDENTIFY ALL APPLICABLE CATEGORIES OF SUBCONSULTANTS

Name, Address and Phone Number	(Check one or both Categories)		Subcontract Amount				
	Minority Business	Small Business	Black	Hispanic	Women	Caucasian	Other
1. Smith Engineering Consultants, Inc. 2161 Palm Beach Lakes Blvd. Suite 312 West Palm Beach, FL 33409 561-616-3911	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$	\$	\$	\$ <u>21,500.00</u>	\$
2. Gentile Halloway O'Mahoney 1907 Commercial Lane, suite 101 Jupiter, FL 33458 561-575-9557	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	\$	\$	\$ <u>4,300.00</u>	\$	\$
3. In-Design, Inc. 2080 N. W. Boca Raton Blvd.#3 Boca Raton, FL 33431 561-620-8185	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$	\$	\$ <u>27,600.00</u>	\$	\$
	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$	\$	\$	\$
(Please use additional sheets if necessary)			Total	\$	\$	\$ <u>31,900.00</u>	\$ <u>21,500.00</u>

Total Price \$ 232,554.00 Total Value of SBE Participation \$ 52,300.00 (25.1%)

- Note:
- 1. The amounts listed on this form must be supported by the Subconsultant prices included on Schedule 2 in order to be counted toward goal attainment.
 - 2. Firms may be certified by Palm Beach County as an SBE and/or M/WBE. If firms are certified as both an SBE and M/WBE, please indicate the dollar amount under the appropriate category.
 - 3. M/WBE information is being collected for tracking purposes only.

SCHEDULE # 2

LETTER OF INTENT TO PERFORM AS AN SBE OR M/WBE SUBCONSULTANT

PROJECT NO. 03211 PROJECT NAME: Southwest Regional Library

TO: PGAL
(Name of Prime)

The undersigned is certified by Palm Beach County as a (check one):

Small Business Enterprise ☒ Black Business Enterprise ☐ Hispanic Business Enterprise ☐

Women Business Enterprise ☐ Other (Please Specify) ☐

Date of Palm Beach County Certification: Oct. 20, 2006

The undersigned is prepared to perform the following described work in connection with the above project (Specify in detail particular work items or parts thereof to be performed):

Mechanical, Electrical, Plumbing & Fire Protection

at the following price \$ 21,500

and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If undersigned intends to sub-subcontract any portion of this subcontract to a non-certified SBE subcontractant, the amount of any such subcontract must be stated: \$

The undersigned subcontractant understands that the provision of this form to prime consultant does not prevent subcontractant from providing services to other consultants.

Smith Engineering Consultants, Inc.
(Print name of SBE-M/WBE Subconsultant)

By: [Signature]
(Signature)

Larry M. Smith, P.E. / President
(Print name/title of person executing on behalf of SBE-M/WBE Subconsultant)

Date: 3-13-08

SCHEDULE # 2

LETTER OF INTENT TO PERFORM AS AN SBE OR M/WBE SUBCONSULTANT

PROJECT NO. 03211 PROJECT NAME: Southwest Regional LibraryTO: PGAL
(Name of Prime)

The undersigned is certified by Palm Beach County as a (check one):

Small Business Enterprise ☒ Black Business Enterprise ☐ Hispanic Business Enterprise ☐Women Business Enterprise ☐ Other (Please Specify) ☐Date of Palm Beach County Certification: Jan. 3, 2007

The undersigned is prepared to perform the following described work in connection with the above project (Specify in detail particular work items or parts thereof to be performed):

Landscape Architecture Administrative change Only
Administrative Site Plan change only
No Irrigation plansat the following price \$ ~~0.00~~ 4,300.00

and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If undersigned intends to sub-subcontract any portion of this subcontract to a non-certified SBE subcontractant, the amount of any such subcontract must be stated: \$

The undersigned subcontractant understands that the provision of this form to prime consultant does not prevent subcontractant from providing services to other consultants.

Gentile Holloway O'Mahoney
(Print name of SBE-M/WBE Subconsultant)By Emily M. O'Mahoney
(Signature)Emily M. O'Mahoney
(Print name/title of person executing on behalf of SBE-M/WBE Subconsultant)Date: 3.13.08

SCHEDULE # 2

LETTER OF INTENT TO PERFORM AS AN SBE OR M/WBE SUBCONSULTANT

PROJECT NO. 03211 PROJECT NAME: Southwest Regional Library

TO: PGAL
(Name of Prime)

The undersigned is certified by Palm Beach County as a (check one):

Small Business Enterprise ☒ Black Business Enterprise ☐ Hispanic Business Enterprise ☐Women Business Enterprise ☐ Other (Please Specify)

Date of Palm Beach County Certification: 08.14.07

The undersigned is prepared to perform the following described work in connection with the above project (Specify in detail particular work items or parts thereof to be performed):

Interior Design Services

at the following price \$ 27,600

and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

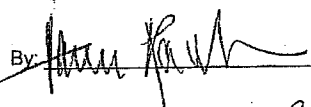
If undersigned intends to sub-subcontract any portion of this subcontract to a non-certified SBE subcontractant, the amount of any such subcontract must be stated: \$ 0

The undersigned subcontractant understands that the provision of this form to prime consultant does not prevent subcontractant from providing services to other consultants.

IN.DESIGN STUDIO, INC.

D.B.A. in.design, inc.

(Print name of SBE-M/WBE Subconsultant)

By:  (Signature)LAURA RACHLIN, PRESIDENT
(Print name/title of person executing on behalf of SBE-M/WBE Subconsultant)

Date: 3/11/08