

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: May 5, 2015

[X] Consent [] Regular
[] Workshop [] Public Hearing

Department:

Submitted By: Department of Airports

Submitted For:

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Amendment No. 3 to the Construction Manager at Risk (CMAR) Contract with The Weitz Company, LLC for Terminal Improvements at Palm Beach International Airport (PBIA) exercising the first one (1) year renewal option for the continuation of services.

Summary: The Contract with The Weitz Company, LLC for CMAR Services for Terminal Improvements at PBIA was approved by the Board on June 4, 2013 (R-2013-0664). The Contract is for 2 years with 3 one (1) year renewal options and is a task order based contract for CMAR Services at PBIA. The Weitz Company, LLC is an Iowa based firm; however, the work will be directly managed by their local South Florida office in Palm Beach County. The contract value to date is \$4,475,734. Approval of Amendment No. 3 will allow the County, at its sole discretion, to exercise the first one (1) year renewal option for the continuation of services provided under the CMAR Contract. The Weitz Company, LLC has committed to 13% Disadvantaged Business Enterprise (DBE) participation for this contract.

Countywide (JCM)

Background and Justification: In order to carry out the approved Capital Improvement Program for the County, the Department of Airports uses several methods of procurement including the CMAR Contract. By exercising the first one (1) year renewal option, this amendment allows for the continuation of CMAR services necessary to continue the Terminal Improvements at PBIA.

Attachments:

1. Amendment No. 3 to the Contract with The Weitz Company, LLC – (3 originals)

Recommended By: JA Dan Kelly 5/23/15
Department Director Date

Approved By: pat 5/24/15
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues (Grants)	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>*see below</u>	=====	=====	=====	=====
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes _____ No _____

Budget Account No: Fund _____ Department _____ Unit _____ Object _____
Reporting Category _____

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

*There is no Fiscal Impact for this item.

C. Departmental Fiscal Review: MSimmer

III. REVIEW COMMENTS

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

[Signature] 4/9/15
5:10 AM OFMB [Signature]
4/8/15

[Signature] 4/15/15
Contract Dev. and Control
4-15-15 [Signature]

B. Legal Sufficiency:

[Signature] 4/20/15
Assistant County Attorney

C. Other Department Review:

Department Director

REVISED 9/03
ADM FORM 01

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT)

**AMENDMENT 3 TO CONTRACT
BETWEEN
PALM BEACH COUNTY DEPARTMENT OF AIRPORTS AND THE WEITZ COMPANY, LLC
FOR
CONSTRUCTION MANAGEMENT SERVICES
TERMINAL IMPROVEMENTS
PROJECT NO. PB 12-14**

This Amendment No. 3 to the Contract is made as of the _____ day of _____, 2015, by and between Palm Beach County, Florida (COUNTY) and The Weitz Company, LLC, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSTRUCTION MANAGER, having its office and principal place of business at 1450 Centerpark Blvd, Suite 260, West Palm Beach, Florida 33401.

WITNESSETH

WHEREAS, on June 4, 2013, the County entered into a Contract (R-2013-0664) with the CONSTRUCTION MANAGER to provide CONSTRUCTION MANAGER at Risk Services for a period of two (2) years with up to three (3) one (1) year renewals at the County's Option and that this merely supplements said Contract; and

WHEREAS, on May 6, 2014, the County entered into Amendment #1 (R-2014-0589) with the Construction Manager and that this merely supplements said Contract; and

WHEREAS, on November 18, 2014, the County entered into Amendment #2 (R-2014-1706) with the Construction Manager and that this merely supplements said Contract; and

WHEREAS, Article 1 defines the Terms of the Contract period of two (2) years, with three (3) one (1) year renewal options, the exercise of which are within the COUNTY'S sole control and discretion; and

WHEREAS it is the County's desire to exercise the first one (1) year renewal option for the continuation of services provided by the CONSTRUCTION MANAGER under this contract.

NOW THEREFORE, in consideration of the mutual covenants herein contained, and such other good and valuable consideration, the receipt of which the parties hereby acknowledge, the parties agree to the following terms and conditions:

1. The parties hereby agree to amend the Contract to include the first one (1) year renewal option for the continuation of services provided by the CONTRACTOR under this Contract.
2. Amend the Contract to include the following language:

ARTICLE 13 - NONDISCRIMINATION:

The CONTRACT MANAGER warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

CONTRACT MANAGER has submitted to COUNTY a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if the CONTRACT MANAGER does not have a written non-discrimination policy or one that conforms to the COUNTY's policy, it has acknowledged through a signed statement provided to COUNTY that CONTRACT MANAGER will conform to the COUNTY's non- discrimination policy as provided in R-2014-1421, as amended.

3. Except as specifically amended herein, all other terms and conditions of the Contract shall remain in full force and effect.

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

ATTEST:
SHARON R. BOCK, CLERK &
COMPTROLLER

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

By: _____
Deputy Clerk

By: _____
Shelley Vana, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
County Attorney

By: _____
Director, Department of Airports

WITNESS:
FOR CONSTRUCTION MANAGER

Signature

Name (type or print)

CONSTRUCTION MANAGER:
The Weitz Company, LLC

Signature

Name (type or print)

Title

(Corporate Seal)