

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

Meeting Date: February 7, 2023

Consent

Regular

Workshop

Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to authorize: the County Administrator, or designee, which in this case shall be the Director of Facilities Development and Operations to execute an Amendment to the Construction Manager (CM) at Risk Services contract with The Weitz Company, LLC (R2022-1446) for the Government Center 12th Floor Flooring project in an amount not to exceed of \$365,000 for a period of 120 calendar days from notice to proceed.

Summary: On December 6, 2022, the Board of County Commissioners (Board) approved the CM at Risk Services contract with The Weitz Company, LLC to provide construction management services for the Governmental Center Renewal and Replacement (R/R) project. The Government Center 12th floor flooring in the Commissioners' area is in need of replacement. This Amendment will authorize The Weitz Company, LLC to proceed with construction management services including bidding, procuring, shipping and installation of the new flooring and flooring accessories for the Government Center 12th Floor Flooring project. Authority to execute the Amendment is being requested, so that the Amendment can be executed prior to the next Board meeting, to expedite the process so that the procurement and installation of the new flooring and flooring accessories can be completed while minimizing interference with daily operations. The Amendment to be signed will be substantially similar to the form included as Attachment 2. The County Attorney's approval of the Amendment will be secured prior to the Amendment being executed under this delegation of authority. The Amendment will be submitted as a Receive and File item after it is executed. The Amendment will be subject to the requirements of the Equal Business Opportunity (EBO) Ordinance, including requesting that an Affirmative Procurement Initiative (API) be set prior to bidding the subcontracts. The Weitz Company, LLC is not a certified Small/Minority/Women-Owned (S/M/WBE) Business Enterprise. The Weitz Company, LLC partnered with All-Site Construction Inc., an S/MBE Business Enterprise firm for services in the amount not less than 15% of its preconstruction and construction phase fees. The Weitz Company, LLC is a local business. **(Capital Improvements Division) District 7 (MWJ)**

Background and Justification: CM at Risk is a project delivery method in which the CM provides design phase assistance, phasing evaluation, evaluation of cost, schedule and implications of alternate designs, systems and materials, and serves as a General Contractor bidding the subcontracts for construction. The request to have the County Administrator or designee, which in this case shall be the Director of Facilities Development and Operations, execute the Amendment will allow the County to expedite the Amendment and allow for prompt procurement and installation of the new flooring for the Government Center 12th Floor Flooring project.

Attachment:

- 1. Location map
- 2. Guaranteed Maximum Price (GMP) Amendment Form

Recommended by:  1/13/23
Department Director Date

Approved by:  1/29/23
County Administrator Date

II. FISCAL IMPACT ANALYSIS

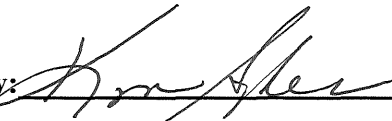
Fiscal Years	2023	2024	2025	2026	2027
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	* _____	<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 the use of federal funds? Yes _____ No X

Budget Account No: Fund 3804 Dept. 411 Unit B683 Object 4907 \$240,000
 Fund 3950 Dept. 411 Unit Q011 Object 4907 \$125,000

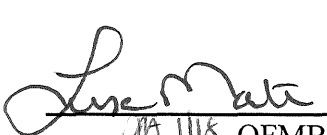
B. Recommended Sources of Funds/Summary of Fiscal Impact:

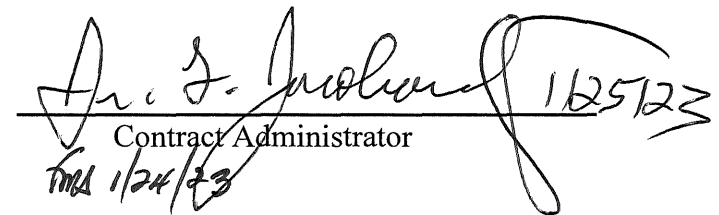
* There is no fiscal impact associated with this item. The funding source and fiscal impact will be determined when the Amendment is executed in an amount not to exceed \$365,000.

C. Departmental Fiscal Review: 


III. REVIEW COMMENTS:

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

 1/18/2023
 JFA 1118 OFMB CSW 1-18-23

 1/25/23
 Contract Administrator
 MRS 1/24/23

B. Legal Sufficiency:

 1/27/23
 Assistant County Attorney

C. Other Department Review:

 Department Director

LOCATION MAP

Project No: 2021-013514
Project Name: Government Center 12th Floor Flooring
Location: 301 N.Olive Avenue, West Palm Beach, Florida 33401



Project Name:
Project No.

AMENDMENT # _____
[Firm Name]
TO CONTRACT FOR
CONSTRUCTION MANAGEMENT AT RISK SERVICES
PROJECT NAME:
PROJECT NO.:

This Amendment is made as of _____ by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as Owner, and _____, authorized to do business in the State of Florida, whose Federal Tax ID# is _____ hereinafter referred to as "Construction Manager".

WHEREAS, the Owner and Construction Manager acknowledge and agree that the Contract between Owner and Construction Manager dated _____ (R-_____) (hereinafter the Contract) is in full force and effect and that this Amendment incorporates all the terms and conditions of the Contract as may be supplemented and amended by this Amendment.

WHEREAS, the parties have negotiated a Guaranteed Maximum Price for the _____ phase of the Project, including the Construction Manager's fees calculated in accordance with the terms of the Contract, whereby the Construction Manager will render construction and warranty services and other services as set forth herein and in the 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 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 the 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

Project Name:
Project No.

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 Contract between Owner and Construction Manager, the parties have agreed to a Guaranteed Maximum Price of \$ _____ for the construction phase of the _____ phase of this Project. The GMP is based on the GMP Summary attached hereto and incorporated herein. In the event of a conflict between the terms and conditions of the Contract and the terms and conditions of Construction Manager's GMP proposal, the terms and conditions of the Contract shall control.

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 ____ calendar days from the Notice to Proceed from Owner. Liquidated Damages are \$ _____/day for failure to achieve certification of substantial completion within the contract time or approved extension thereof.

5. Contract Modifications and Additions. The Contract is hereby modified to include the following terms and conditions: None.

6. EBO Program. The County's Goal Setting Committee has applied a mandatory subcontracting goal for this GMP Amendment as follows:

Select the correct subcontracting goal as applied by the GSC and delete the rest:

The SBE subcontracting goal for this GMP Amendment is a mandatory minimum of __% SBE participation.

OR,

The SBE subcontracting goal for this GMP Amendment is __% participation, of which __% must be African American and/or Hispanic American. Findings of GSC to support M/WBE goal: The County's disparity study found disparity in construction contracting for African American and Hispanic American businesses.

OR,

The M/WBE subcontracting goal for this GMP Amendment is a mandatory minimum of __% M/WBE participation. GSC findings to support application of M/WBE goal: The County's disparity study found disparity in construction contracting for African American and Hispanic American businesses.

OR,

The segmented M/WBE subcontracting goal(s) for this GMP Amendment is __% participation by (list minority group) and __% participation by (list minority group). GSC findings to support application of M/WBE goal: The County's disparity study found disparity in construction contracting for African American and Hispanic American businesses.

If the Construction Manager in its GMP proposal committed to participation that is higher than the GSC mandatory goal listed above you must also include the following paragraph that states

Project Name:
Project No.

the higher goal proposed by the CM:

As evidenced by the attached Schedule 1 and Schedule 2s, Construction Manager has agreed to provide the following participation on this Amendment:

____% SBE participation

OR,

____% SBE participation of which ____ % will be African American or Hispanic American.

OR,

____% M/WBE participation

OR,

____% participation by _____ (list minority group) and ____% participation by _____ (list minority group)

7. **Attachments.** The following attachments are attached hereto and incorporated herein by reference:

GMP Summary
Public Construction Bond
Form of Guarantee
Insurance Certificate(s)
EBO Schedules 1 and 2(s)

8. Except as specifically modified herein, the Contract remains in full force and effect. All capitalized terms herein shall have the same meaning as set forth in the Contract.

THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

Project Name:

Project No.

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 an authorized official of the Construction Manager has made and executed this Amendment on behalf of the Construction Manager.

ATTEST:
JOSEPH ABRUZZO, CLERK &
COMPTROLLER

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

By: _____
Deputy Clerk

By: _____
Mayor

APPROVED AS TO
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
County Attorney

By: _____
Director - FD&O

Project Name:
Project No.

WITNESS: FOR CONSTRUCTION MANAGER CONSTRUCTION MANAGER: <Name>
SIGNATURE

Signature

Signature

Name (type or print)

Name (type or print)

Title

(Corporate Seal)

GMP SUMMARY

Attach Signed Public Construction Bond
Attach Signed Form of Guaranty
Attach Insurance Certificates
Attach Completed and Signed EBO Schedules 1 & 2

Other Required Attachments