Agenda Item #: 3H-6

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

Meeting Date: November 21, 2023	[X] Consent [ ] Ordinance	[ ] Regular [ ] Public Hearing
Denartment: Facilities Development & One	rations	

## I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Task Order No. 2 to the Construction Manager (CM) at Risk Services contract with The Weitz Company, LLC for preconstruction services for the Main County Courthouse (MCCH) Buildout and Renovations—1<sup>st</sup>, 7<sup>th</sup> and 8<sup>th</sup> Floor Renovation project in the amount of \$233,015.

Summary: On March 14, 2023, the Board of County Commissioners (Board) approved the CM at Risk Services Contract with The Weitz Company, LLC for the MCCH Buildout and Renovations project. The MCCH Buildout and Renovations project consists of interior improvements primarily to the 1st, 7th and 8th floors of the MCCH building. Task Order No. 2 authorizes preconstruction services necessary for the MCCH 1st, 7th and 8th floor renovation. Construction management services for preconstruction activities include, but are not limited to, design reviews, value analysis, scheduling services, cost estimates, prequalification of trade contractors and competitive public bidding of trade contracts. In addition, a full size mockup consisting of a judge and clerk bench, witness stand, raised jury box platform, a ramp made of plywood and temporary walls on casters for three (3) courtroom types will be included. The mockups will be used to simulate the courtroom layout so Courts Administration can assess the sightlines from the bench prior to approval and detailed development of the construction documents. The solicitation for selection of the CM was advertised on August 7, 2022 according to the Equal Business Opportunity (EBO) Ordinance, with final selection taking place on November 14, 2022. On July 20, 2022, the Goal Setting Committee established Affirmative Procurement Initiatives (APIs) of a Small Business Enterprise (SBE) evaluation preference of up to 10 points for SBE participation plan and 5 points for CM/SBE partnering. 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 firm, for services in an amount not less than 15% of its preconstruction and construction phase fees. SBE participation on this Task Order No. 2 is 12.68%. The CM is on notice that all GMP Amendments for construction services issued pursuant to this contract will be subject to the requirements of the Equal Business Ordinance, including requesting that an Affirmative Procurement Initiative (API) be set prior to bidding the subcontracts. The Weitz Company, LLC is a local business. Funding for this project is from the Infrastructure Sales Tax Fund. (Capital Improvements Division) District 7 (MWJ)

**Background and Justification:** Construction Management at Risk is a project delivery method in which the CM provides design phase assistance, evaluation of cost, schedule and implications of alternate designs, systems and materials, and serves as the general contractor bidding the subcontracts for construction. Task Order No. 2 authorizes preconstruction services necessary for the 1<sup>st</sup>, 7<sup>th</sup> and 8<sup>th</sup> floor renovation.

#### Attachments:

- 1. Location Map
- 2. Budget Availability Statement
- Task Order No. 2

Possmanded Ry	Dome 1. lyal	alle	10/23/23
Recommended by.	Department Director		Date
Approved By:	Baker		(0/31/23
Approved by.	County Administrator		Date

## II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of	Fiscal Impact:				. • •
Fiscal Years	2024	2025	2026	2027	2028
Capital Expenditures	<u>\$233,015</u>	wind the continue of the continue of the	en genegen gegen det ein genege	American State of Sta	
Operating Costs External Revenues Program Income (County) In-Kind Match (County					
NET FISCAL IMPACT	\$233,015	-0-	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)			Market and the state of the sta		and the second second second
Is Item Included in Current Is this item using Federal Fu Is this item using State Fund	nds?		YesX Yes	No X No X No X	
Budget Account No: Fund	3950 <b>Dept</b>	<u>411</u> Unit	: <u>B592</u> <b>O</b> I	oject <u>4907</u>	
CONSTRUCTION CONTINGENCY TOTAL	\$233,015. \$ 0. \$233,015.	<u>00</u>			
B. Recommended Sources	s of Funds/Sum	ımary of Fis	scal Impact:		
Funding for this project	ct is from the I	nfrastructui	e Sales Tax I	Fund.	
	4		/		
C. Departmental Fiscal R	eview:	MAN			
	III. <u>R</u>	EVIEW CO	<u>OMMENTS</u>		
A. OFMB Fiscal and/or C	Contract Develo	opment Con	ımentş	1 1	
OFMB OF	10 24 2023 -10 34  -10 34  -10 34	Contra	ct Developme	nt and control	1012615
B. Legal Sufficiency:					
Assistant County Attor	19/30 <sub>1</sub>	123			
C. Other Department Re	eview:				
Department Director		ş f			

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

## **ATTACHMENT # 1**

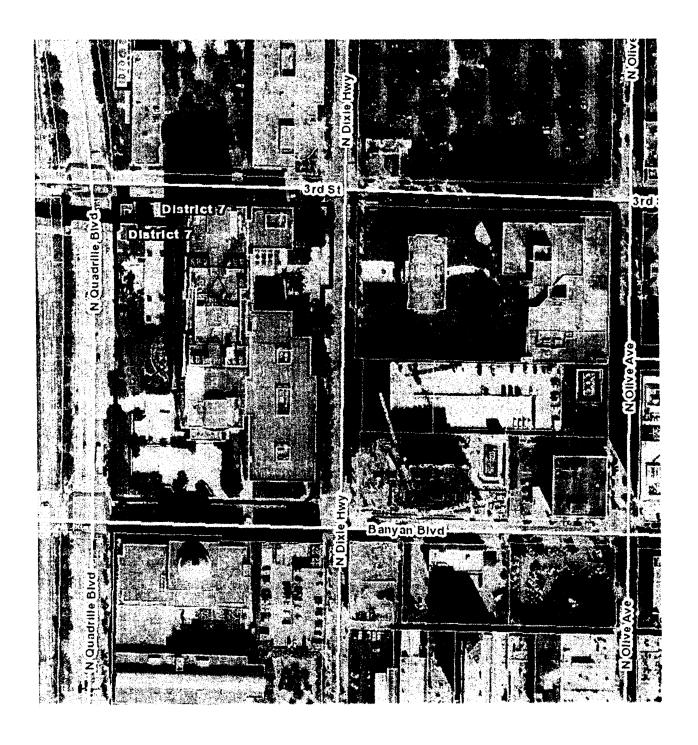
## **LOCATION MAP**

Project No: 2021-005622 Project Name: Main County

Project Name: Main County Courthouse (MCCH) Buildout and Renovations-1st, 7th and

8th Floor Renovation

Location: 205 N. Dixie Highway, West Palm Beach, Florida 33401



BUDO	GET AVAILABI	LITY STATE	MENT
REQUEST DATE: 09/22/2023	REQUESTED BY:	Richard Avery	PHONE: 233-0208
PROJECT TITLE: 1st, 7th & 8th Floor (Same as	r Renovation (MCCH CIP or IST, if applica		rations)
ORIGINAL CONTRACT AMOUNT: REQUESTED AMOUNT: \$233,015.0 eFDO #:2021-005622  CSA or CHANGE ORDER NUMBER LOCATION: 205 N. Dixie HWY, WE BUILDING NUMBER: 603  DESCRIPTION OF WORK/SERVICE PROJECT/W.O. NUMBER: 19213  CONSULTANT/CONTRACTOR: THE PROVIDE A BRIEF STATEMEN CONSULTANT/CONTRACTOR:	:: Task Order #2 PB Fl. E LOCATION: ne Weitz Company, LI	E.C.	ST PLANNING NO.:  BCC RESOLUTION#: R2023-0295 DATE:03/14/23  ES TO BE PROVIDED BY THE
Preconstruction service	es		
	\$ \$ \$ \$233,015.00 rees to these CID staff ch		unt will be charged upon receipt of this BAS
	s will be billed as actua	l and reconciled at th	vill be billed. If this BAS is for construction te end of the project. If the project requires upon project completion.
BUDGET ACCOUNT NUMBER(S)	(Specify distribution	i <u>f more than one ar</u>	nd order in which funds are to be used):
FUND: DEPT: 41		пт: В592	OBJ: 4907
IDENTIFY FUNDING SOURCE FO Ad Valorem (Amount \$			vide detail for <u>all</u> that apply) Tax (Amount \$ <u> </u>
State (source/type:Amo	unt \$) I	Federal (source/typ	e: Amount \$)

Impact Fees: (Amount \$

DATE 9/25/2023

Grant (source/type: \_\_\_\_\_Amount \$\_\_\_\_)

\_Amount \$\_\_

Other (source/type: \_\_\_

BAS APPROVED BY:

ENCUMBRANCE NUMBER: \_

Department: \_

Project No. 2021-005622

# TASK ORDER #2 THE WEITZ COMPANY, LLC MAIN COUNTY COURTHOUSE (MCCH) BUILDOUT AND RENOVATIONS PROJECT NO. 2021-005622 (the Project)

### 1st, 7th & 8th FLOOR RENOVATION PROJECT NO. 2021-005622

This Task Order 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 The Weitz Company, LLC, authorized to do business in the State of Florida, whose federal ID# is 42-1512625 hereinafter referred to as "Construction Manager".

WHEREAS, the Owner and Construction Manager acknowledge and agree that the Contract (R2023-0295) (hereinafter Contract) between Owner and Construction Manager, dated 03/14/23, is in full force and effect and this Task Order incorporates all the terms and conditions of the Contract as supplemented and amended by this Task Order.

WHEREAS, the parties hereto have negotiated a Price between Owner and Construction Manager calculated in accordance with the Contract whereby the Construction Manager will render pre-construction services as specified in said Contract;

**NOW THEREFORE**, in exchange for the mutual covenants and promises set forth herein and the sum 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. Pre-Construction Services.** Pursuant to Article 2.1 of the Contract between Owner and Construction Manager, the parties agree to the Price of \$233,015.00 for the pre-construction services for this Project. The price is based on the Price Summary which is attached hereto and incorporated herein.
- **3. SBE Participation.** The Construction Manager was selected under the County's EBO Program; Construction Manager will provide 12.68% SBE participation during the pre-construction phase. The mandatory subcontracting goal for the construction subcontracts will be determined by the County's Goal Setting Committee prior to the bidding of the construction subcontracts and such mandatory subcontracting goal will be included in the GMP Amendment/Work Order.
- 4. Contract Modifications and Additions. The Contract is hereby modified to include the following terms and conditions: None
- **5.** Attachments. The following attachments are attached hereto and incorporated herein by reference:

**Price Summary** 

Page 1 of 4

Project No. 2021-005622

6. Disclaimer. The approval of this Task Order by the County does not guarantee that the County will approve a GMP Amendment/Work Order for this Project. The Owner has the right to reject any GMP as originally submitted, or as adjusted. In addition, the Owner has the right to withhold, in its sole discretion, approval of the amendment of the Contract to reflect any GMP. The County reserves the right to bid any project for which preconstruction services were provided by the Construction Manager. See also General Condition 26 to the Contract which provides that the County may terminate this Contract in whole or in part for any reason or no reason with written notice to the Construction Manager.

7. 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.

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Project No. 2021-005622

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Task Order on behalf of the County; and an authorized official of the Construction Manager has made and executed this Task Order on behalf of the Construction Manager.

By:\_\_\_

ATTEST: JOSEPH ABRUZZO, CLERK & COMPTROLLER PALM BEACH COUNTY, FLORIDA, a Political Subdivision of the State of Florida BOARD OF COUNTY COMMISSIONERS

By: Deputy Clerk

Mayor

APPROVED AS TO LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

County Actorney

Project No. 2021-005622

Witness for Construction Manager:

Marie Salt

Signature

Marie Salt

Name (type or print)

Construction Manager

THE WEITZ COMPANY, LLC

Signature

Dennis Gallogher

Name (type or print)

Exec. Vice Fresident

## PRICE SUMMARY



1400 Centrepark Blvd. Suite 700 West Palm Beach, FI 33401 P: 561.686.5511

August 7, 2023

Palm Beach County Capital Improvements FD&O Capital Improvements 2633 Vista Parkway West Palm Beach, FL 33411

RE: PBC MCCH 1st, 7th, and 8th Floor Renovation PBC Project Number: 2021-005622

Please find enclosed the Pre-Construction Proposal for the above referenced project. The services provided in the enclosed proposal shall be in accordance with Contract R2023-0295, between the County and The Weitz Company for CM at Risk Services, for the Main County Courthouse Buildout and Renovations Project. All deliverables shall be in accordance with Article 2 Preconstruction Phase, Section 2.1 – 2.1.14.5.

The enclosed proposal includes 10 months of Pre-Construction Services, including staffing for a Schematic Design ROM Estimate upon the Design Teams completion of the Schematic Design, and staffing for Design Development, and 95% + 100% Construction Documents as outlined in Article 2. In addition, a life size mockup is included, consisting of a judge and clerk bench, witness stand, and raised jury box platform, a ramp made of plywood and plastic temporary walls on casters, for 3 courtroom types.

In addition to the Preconstruction Services Proposal, enclosed are Clarifications and Assumptions, outlining exceptions to requirements stipulated in the above referenced Contract.

If you have any questions or concerns, please do not hesitate to call me.

Thank you,

Charlotte Rivera

Charlotte Rivera

Project Manager
The Weitz Company LLC

**BUILD A BETTER WAY."** 



## PBC Main Courthouse (1st, 7th & 8th Floor Renovations) Location

## SUMMARY OF PRECONSTRUCTION SERVICES Date 08-7-2023

Total Project Durations
Total Estimated Project Cost

10 months \$35,000,000

	Duration Hours		Rate (from		
Description of Services	(weeks) per We	ek Hours	'Rates' tab)	To	otal Cost
Design and Program Review, Cost Estimating, Scheduling and Constructability Analysis:					
A) Schematice Documents 1st, 7th, & 8th Floor	1.5 wks				
Schematice Documents 1st, 7th, & 8th Floor		108		\$	21,182
B) Design-Development Documents 1st, 7th, & 8th Floor	12. wks				
Design-Development Documents 1st, 7th, & 8th Floor		308		\$	38,070
C) 50% Construction Documents 1st, 7th & 8th Floor	16. wks				
50% Construction Documents 1st, 7th & 8th Floor		560	77.42	\$	61,640
D) 95% + 100% Construction Documents 1st, 7th, & 8th Floor	16. wks	,			
95% + 100% Construction Documents 1st, 7th, & 8th Floor		664		\$	76,123
Overall paid to Allsite Construction 15%	CLANDING CO	The server of sections with the server	professional and the second	\$	29,552
Add -On Mock Ups Allowance (1.5 Level)	1 Lsum			\$	36,000
				1	



## PBC Main Courthouse (1st, 7th & 8th Floor Renovations) Location

## SUMMARY OF PRECONSTRUCTION SERVICES Date 08-7-23

Total Project Durations Total Estimated Project Cost Revision 3



		Duration	Hours		R	ate (from		
L	Description of Services	(weeks)	per Week	Total Hours	'Ra	ates' tab)	To	tal Cost
	Design and Program Review, Cost Estimating, Scheduling an	d Constructab	ili <b>ty Analy</b> s	is:				
A)	Schematic Documents 1st, 7th, & 8th Floor	1.5 wks					Marks warrange a decision	
	Sr. Pre-Construction Manager	8	2	16.00	\$	142.70	\$	42,288
	Chief Estimator	12	7	84.00	\$	152.70	\$	12,827
	Coordinator	8	1	8.00	\$	57.70	\$	462
	Allsite Construction Junior Estimator	12	8	-	\$	-	\$	3,177
	Plan & Spec reproduction	4	Sets		\$	250.00	\$	1,000
	Miscellaneous, Office Supplies and Photos	0.5	Lsum		\$	500.00	\$	250
	Travel & Per Diem	0.3	Each		\$	1,000.00	\$	300
	Other Services (Advertisement, etc)	1	Lsum		\$	350.00	\$	,350
	Meetings (Assume 1 Meetings )	4	Hrs		\$	133.25	\$	1538
	Schematic Documents 1st, 7th, & 8th Floor			108			\$	21,182
ll .								
B)	Design-Development Documents 1st, 7th, & 8th Floor	12. wks					was Thinks and -	man a warning i sambangan salah s
B)	Design-Development Documents 1st, 7th, & 8th Floor  Sr. Pre-Construction Manager	<b>12. wks</b> 12	2	24.00	\$	142.70	ļs	3,425
В)			2	24.00 24.00		142.70 152.70		3,425 3,666
В)	Sr. Pre-Construction Manager	12			\$		\$	
В)	Sr. Pre-Construction Manager Chief Estimator	12 12	2	24.00	\$	152.70 132.70	\$	3,688
В)	Sr. Pre-Construction Manager Chief Estimator Sr. Estimator	12 12 12	2	24.00 48.00	\$	152.70 132.70	\$	3,665 6,370
B)	Sr. Pre-Construction Manager Chief Estimator Sr. Estimator Estimator	12 12 12 12	2 4 16	24.00 48.00 192.00	\$ \$	152.70 132.70 67.70	\$	3,668 6,976 32,988
B)	Sr. Pre-Construction Manager Chief Estimator Sr. Estimator Estimator Coordinator	12 12 12 12 10	2 4 16 2	24.00 48.00 192.00	\$ \$ \$	152.70 132.70 67.70	* * * * *	3,665 6,376 32,968 3,154
B)	Sr. Pre-Construction Manager Chief Estimator Sr. Estimator Estimator Coordinator Allsite Construction Junior Estimator	12 12 12 12 10 12	2 4 16 2 16	24.00 48.00 192.00	\$ \$ \$ \$	152.70 132.70 67.70 57.70	* * * * * * *	3,685/ 6,376 12,968 1,354 5,711
B)	Sr. Pre-Construction Manager Chief Estimator Sr. Estimator Estimator Coordinator Allsite Construction Junior Estimator Plan & Spec reproduction	12 12 12 12 10 12 4	2 4 16 2 16 Sets	24.00 48.00 192.00	\$ \$ \$ \$ \$	152.70 132.70 67.70 57.70 - 250.00	\$ \$ \$ \$ \$	8,685/ 6,376 12,968 1,354 5,711 1,000
В)	Sr. Pre-Construction Manager Chief Estimator Sr. Estimator Estimator Coordinator Allsite Construction Junior Estimator Plan & Spec reproduction Miscellaneous, Office Supplies and Photos	12 12 12 12 10 12 4 0.5	2 4 16 2 16 Sets Lsum	24.00 48.00 192.00	\$ \$ \$ \$ \$ \$	152.70 132.70 67.70 57.70 - 250.00 500.00	* * * * * * * *	8,685/ 6,376 12,998 5,354 5,711 1,000

Design-Development Documents 1st, 7th, & 8th Floor			308			\$	38,070
50% Construction Documents 1st, 7th & 8th Floor	16. wks						
Sr. Pre-Construction Manager	16	4	64.00	\$	142.70	5.	9,18
Chief Estimator	16	4	64.00	\$	152.70	\$	9.77:
Estimator	16	24	384.00	\$	67.70	s	25,99
Coordinator	16	2	32.00	\$	57.70	\$	1,84
MEP Manager	16	1	16.00	\$	122.70	\$	1,96
Allsite Construction Junior Estimator	16	16	-	\$	- -	<b>.</b> \$	9,24
Plan & Spec reproduction	4	Sets		\$	250.00	3	11,00
Miscellaneous, Office Supplies and Photos	0.5	Lsum		\$	500.00	9	
Travel & Per Diem	0.3	Each		\$	1,000.00	5	36
Meetings (Assume 4 Meetings)	16	HRS		\$	133.25	\$-	2,13
50% Construction Documents 1st, 7th & 8th Floor			560			\$	61,64
95% + 100% Construction Documents 1st, 7th, & 8th Floor	16. wks		440.00		4-5		
	16. wks 16	8	128.00	\$	142.70	Ş	18 21
95% + 100% Construction Documents 1st, 7th, & 8th Floor		8 4	128.00 64.00	\$ \$		s s	9,7
95% + 100% Construction Documents 1st, 7th, & 8th Floor Sr. Pre-Construction Manager	16			•		17	9,7
95% + 100% Construction Documents 1st, 7th, & 8th Floor  Sr. Pre-Construction Manager  Chief Estimator	16 16	4	64.00	\$	152.70 67.70	\$	9,77 ,28,46
95% + 100% Construction Documents 1st, 7th, & 8th Floor  Sr. Pre-Construction Manager  Chief Estimator  Estimator	16 16 16	4 30	64.00 420.00	\$	152.70 67.70	\$ \$	9,77 ,28,40 1,84
95% + 100% Construction Documents 1st, 7th, & 8th Floor  Sr. Pre-Construction Manager  Chief Estimator  Estimator  Coordinator	16 16 16 16	4 30 2	64.00 420.00 32.00	\$ \$ \$	152.70 67.70 57.70	\$	9,7 78,44 1,8/ 2,4
95% + 100% Construction Documents 1st, 7th, & 8th Floor  Sr. Pre-Construction Manager  Chief Estimator  Estimator  Coordinator  MEP Manager	16 16 16 16 10	4 30 2 2	64.00 420.00 32.00	\$ \$ \$	152.70 67.70 57.70 122.70	\$ \$	9,7 28,4 1,8 2,4 11,4
95% + 100% Construction Documents 1st, 7th, & 8th Floor  Sr. Pre-Construction Manager  Chief Estimator  Estimator  Coordinator  MEP Manager  Allsite Construction Junior Estimator	16 16 16 16 10	4 30 2 2 2	64.00 420.00 32.00	\$ \$ \$	152.70 67.70 57.70 122.70 - 250.00	\$ \$ \$	18/28 9,7/ 28/40 1,8/4 2,4* 1,4/4 1,0( 5)
95% + 100% Construction Documents 1st, 7th, & 8th Floor  Sr. Pre-Construction Manager  Chief Estimator  Estimator  Coordinator  MEP Manager  Allsite Construction Junior Estimator  Plan & Spec reproduction	16 16 16 16 10 16 4	4 30 2 2 2 24 Sets	64.00 420.00 32.00	\$ \$ \$ \$ \$	152.70 67.70 57.70 122.70 - 250.00	\$ \$ \$ \$ \$	9,7 28,4 1,8 2,4 11,4 1,00
95% + 100% Construction Documents 1st, 7th, & 8th Floor  Sr. Pre-Construction Manager Chief Estimator Estimator Coordinator MEP Manager Allsite Construction Junior Estimator Plan & Spec reproduction Miscellaneous, Office Supplies and Photos	16 16 16 16 10 16 4	4 30 2 2 2 24 Sets Lsum	64.00 420.00 32.00	\$ \$ \$ \$ \$	152.70 67.70 57.70 122.70 - 250.00 500.00	\$ \$ \$ \$ \$	9,7 78,4 1,8 2,4 11,4 1,00 50
95% + 100% Construction Documents 1st, 7th, & 8th Floor  Sr. Pre-Construction Manager  Chief Estimator  Estimator  Coordinator  MEP Manager  Allsite Construction Junior Estimator  Plan & Spec reproduction  Miscellaneous, Office Supplies and Photos  Travel & Per Diem	16 16 16 10 16 4 1 0.3	4 30 2 2 24 Sets Lsum Each	64.00 420.00 32.00	\$ \$ \$ \$ \$ \$	152.70 67.70 57.70 122.70 - 250.00 500.00 1,000.00	\$ \$ \$ \$ \$	9,77 28,44 1,87 2,45 11,46 1,00
95% + 100% Construction Documents 1st, 7th, & 8th Floor  Sr. Pre-Construction Manager Chief Estimator Estimator Coordinator MEP Manager Allsite Construction Junior Estimator Plan & Spec reproduction Miscellaneous, Office Supplies and Photos Travel & Per Diem Meetings (Assume 4 Meetings)	16 16 16 10 16 4 1 0.3	4 30 2 2 24 Sets Lsum Each	64.00 420.00 32.00 20.00	\$ \$ \$ \$ \$ \$	152.70 67.70 57.70 122.70 - 250.00 500.00 1,000.00	\$ \$ \$ \$ \$ \$ \$ \$	9,77 28,44 1,87 11.4 1,00 5( 3,0 2,8
95% + 100% Construction Documents 1st, 7th, & 8th Floor  Sr. Pre-Construction Manager Chief Estimator Estimator Coordinator MEP Manager Allsite Construction Junior Estimator Plan & Spec reproduction Miscellaneous, Office Supplies and Photos Travel & Per Diem Meetings (Assume 4 Meetings)  95% + 100% Construction Documents 1st, 7th, & 8th F	16 16 16 10 16 4 1 0.3	4 30 2 2 24 Sets Lsum Each	64.00 420.00 32.00 20.00	\$ \$ \$ \$ \$ \$	152.70 67.70 57.70 122.70 - 250.00 500.00 1,000.00	\$ \$ \$ \$ \$ \$ \$ \$	9,77 28,44 1,87 11.4 1,00 5( 3,0 2,8

Overall paid to Allsite Construction 15%					\$	29,552
Add -On Mock Ups Allowance (1.5 Level)	1	Lsum	\$ 36	5,000.00	\$ %	36,000
TREES TO SOME TO SOME TO SOME TO SOME THE SOME T						



#### **BUILD A BETTER WAY.**

Clarifications And Assumptions

Palm Beach County, Main County Courthouse Renovation

Preconstruction Estimate Proposal, August 7, 2023



#### Main County Courthouse Renovation CLARIFICATIONS AND ASSUMPTIONS August 7, 2023

#### **Preconstruction Services Clarifications and Assumptions**

- 1. Preconstruction Services shall include a Cost Value Analysis / ROM estimate of the Schematic Design, detailed cost estimate for Design Development Phase, 50% Construction Document Phase, and 95% + 100% Construction Document Phase. Programming Phase is excluded. Total duration is estimated to be a total of 10 months from executed Preconstruction Services Proposal.
- 2. It is understood that clarifications included in this Clarifications and Assumptions document supersedes Contract Documents and Specifications. In the event of conflict between the Contract Documents / Specifications and our Agreement with the Owner, the Agreement will take precedence.
- 3. The CM has excluded or made modifications to the following Contract items from Contract R2023-0295, for the above referenced project:
  - 2.1.1 Design Team Meetings:

The CM has allocated a set frequency of meetings per Preconstruction Phase. Any additional meetings above and beyond the allocated value shall be covered as additional costs to the Agreement. Any unused meetings shall be credited back to the Owner.

- 2.1.2 Reports Required:
  - In lieu of the CM providing 7 copies of reports per Preconstruction Phase, the CM shall submit 3 hard copies and a digital copy per phase. This will minimize administrative costs.
- 2.1.4 Constructability Feasibility Meetings:

Refer to item 2.1.1 above

2.1.5 Value Analysis:

Refer to item #1 for services / analysis included.

2.1.5.1 Value Analysis Includes Operational Costs:

Life Cycle Analysis and Report shall be excluded for all phases.

2.1.6 Schedules:

In lieu of a monthly schedule, CM shall provide a schedule for each Preconstruction Phase.



#### **BUILD A BETTER WAY."**

configurations fully built out. Inclusions are as follows:

Clarifications And Assumptions

Palm Beach County, Main County Courthouse Renovation Preconstruction Estimate Proposal, August 7, 2023

- 4. Mock Ups: Included in the Preconstruction Proposal is a Level 1.5 Mock Up with up to (3) room
  - a. Life size judge benches, clerk's benches, and witness stands shall be built made out of plywood on a raised plywood base, each on casters for easy relocation and reconfiguration. The end user shall select (3) configurations or Courtroom Types (refer to attached drawings) that they wish to have built as a mock up. The Contractor shall build the mock up based on the selection and provided dimensions by the Design Team.
  - b. Contractor shall provide (1) raised platform per configuration for jury box seating. Chairs to be provided by Owner. Dimensions to be provided by Design Team.
  - c. Contractor shall provide partition walls constructed of tarp / plastic that are on a moveable frame / casters. Contractor shall be able to depict door location on said walls.
  - d. Legal Team tables and chairs are excluded and are to be provided by Owner.
  - e. Contractor shall provide (1) plywood ramp per configuration. Assuming Witness Stand and Clerks Desk is at ground level.
  - f. Contractor will provide minor adjustments based on mock up review. Adjustments include items such as creating penetrations within the temporary mock up to represent new locations for devices and depicting new door locations on temporary wall partitions based on review. Contractor shall not build new mock up components in #4a, 4b, 4c, or 4e above. Costs associated with building new mock up components are as follows:
    - \* New Judge Bench \$5000
    - \*New Witness Stand \$2000
    - \*New Clerks Bench \$3400
    - \*Jury Raised Platform \$800
    - \*Plywood Ramp \$800

#### **OEBO SCHEDULE 1**

SOLICITATION/PROJECT/BID NAME: MCCH 1st, 7th and 8th Floor					SOLICITATION/PROJECT/BID NO.: 2021-005622						
OLICITATION OPENING/SUBMITTAL DATE:					COUNTY DEPA	RTMENT:					
PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO  The Weitz Company, LLC  The Weitz Company, LLC				TO BE CON			Centrepar	k Blvd			
Charlotte Rivera				_ PHONE	No.:954-6	62-5887	E-MAI	L: charlotte.r	ivera@w	eitz.com	
PRIME'S DOLLAR AMOUNT OR PERCENTAGE OF WOR SMWBE Primes must include their percentage or dollar amo			ation line u	nder section	Non-SB	е мве	WBE SE	BE			
Section B PLEASE LIST THE DOLLAR AMOU					IPLETED BY <u>AL</u>	L SUBCONTRA	CTORS/SUBC	ONSULTANTS C	ON THE PRO	JECT BELOW:	
C. I	(Check	III Applicabl				DOLLAR AN	OUNT OR	PERCENTAGE	OF WOR	<u>K</u>	
Subcontractor/Sub consultant Name <u>DIRECTION</u> : List Firm Name, Address, & Provide PBC  Vendor ID#. (https://www.pbcgov.org/pbcvendors)	Non-SBE	MBE Minority Business	WBE Women Business	SBE Small Business	Black	Hispanic	Women	Caucasian	Asian	Other	
All-Site Construction Inc.		V		V	29,552.00						
2.					320000000000000000000000000000000000000	Jan 1988				750	
3.					***************************************						
4.					A-North-Australian Statement	***************************************		#*************************************		Account to the second s	
5.											
(Please use additional sheets if necessary)				Total							
Total Bid/Offer Price \$ 233,015.00	_		*	iotai	Tota	al Certified S/M/\	VBE Participation	29,552.00			
hereby certify that the above information is accurate to the best	of my knowle	dge:	<i>L</i>					Pr	oject <b>Man</b> ag	er	
				Name & Auth	orized Signature			Maryona		Title	

Note:

- 1. The amount listed on this form for a Subcontractor/sub consultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.
  - 2. Only those firms certified by Palm Beach County at the time of solicitation opening or due date are eligible to meet the established OEBO Affirmative Procurement Initiative (API). Please check the applicable box and list the dollar amount or percentage under the appropriate demographic category.
  - 3. Modification of this form is not permitted and will be rejected upon submittal.

#### **OEBO LETTER OF INTENT - SCHEDULE 2**

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with

the bid/proposal. 2021-005622 SOLICITATION/PROJECT NUMBER: SOLICITATION/PROJECT NAME: MCCH Palm Beach County The Weitz Company, LLC All-Site Construction Inc. Prime Contractor: Subcontractor: (Check box(s) that apply) ÍSBE □WBE ØMBE ☐M/WBE ☐Non-S/M/WBE Date of Palm Beach County Certification (if applicable): The undersigned affirms they are the following (select one from each column if applicable): Column 2 Column 3 ☐Male ☐ Female ☐ African-American/Black ☐ Asian American ☐ Caucasian American □ Supplier ☐ Hispanic American ■Native American S/M/WBE PARTICIPATION - S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2. Unit Price Line **Item Description** Quantity/ Contingencies/ Total Price/Percentage ltem Units Allowances PRE-Construction Management 01 15% The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2. Price or Percentage: Name of 2<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant The Weitz Company, LLC Construction, Inc. Print Name of Prime **Authorized Signature** Signature Charlotte Rivera **Print Name Print Name** Project Manager President Title 5/16/23 Date: 7/7/23

Revised 09/17/2019

Project Name: CM Contract for the Main County Courthouse (MCCH) Buildout and Renovations

Project Number: 2021-005622

Consultant: The Weitz Company, LLC Project Manager: Richard Avery \$30,000,000.00

Contract Date: March 14, 2023 **Contract Amount:** 

API SBE

Resolution Number: R2023-0295 Goal: 15%

					Total	32,149.00	249,308.00	775.48%		- :
Task	Work Order	Amend Number	Amount	S/M/WBE Amount	Requested By	Request Date	Services	Approved	Appr'd By	S/M/WBE %
4,1				\$0.00			ORIGINAL CONTRACT	14-Mar-23	BCC	
1			\$16,293.00	\$2,597.00	R. Avery	12-May-2023	Preconstruction services for MCCH New Mail Room, Project #19213	13-Jul-23	DIR	15.94%
2			\$233,015.00	\$29,552.00	R. Avery	6-Sep-2023	Preconstruction services for MCCH 1st, 7th & 8th Floor Renovations			12.68%
							**************************************			
									·	
	Total		\$249,308.00	\$32,149.00						12.90%
	TOTAL		+- 10122220	402110.30						12.0070



## **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 5/9/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	:0 NO	CONTACT NAME: Kimberly Sullivan	
ALLIANT INSURANCE SERVICE 1125 SANCTUARY PKWY	:5, INC.	(A/C, No, Ext): 678-867-6110	FAX (A/C, No):
STE 300		ADDRESS: Kimberly.Sullivan@Alliant.com	
ALPHARETTA GA 30009		INSURER(S) AFFORDING COVERAGE	NAIC#
		INSURER A: Hartford Fire Insurance Compan	19682
INSURED THE METERS OF A DANK I I O		INSURER B: Hartford Casualty Insurance Co	29424
THE WEITZ COMPANY, LLC WEITZ FLORIDA		INSURER C : Hartford Underwriters Insuranc	30104
611 5th Ave. Suite 300		INSURER D: Twin City Fire Insurance Compa	29459
DES MOINES IA 50309		INSURER E: Hartford Accident and Indemnit	22357
		INSURER F:	
COVERAGES	CERTIFICATE NUMBER: 326680177	REVISION NUM	MBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR POLICY EFF POLICY EXP (MM/DD/YYYY) (MM/DD/YYYY) TYPE OF INSURANCE POLICY NUMBER X COMMERCIAL GENERAL LIABILITY 83 CSE QU3422 EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) 6/1/2023 6/1/2024 \$2,000,000 CLAIMS-MADE X OCCUR 1,000,000 MED EXP (Any one person) \$ 10,000 \$2,000,000 PERSONAL & ADV INJURY GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE \$4,000,000 POLICY X PRO- X LOC PRODUCTS - COMP/OP AGG \$4,000,000 OTHER COMBINED SINGLE LIMIT AUTOMOBILE LIABILITY \$2,000,000 83 UEN QU3423 83 UEN QU3424 6/1/2023 6/1/2024 6/1/2024 Ĉ X : ANY AUTO BODILY INJURY (Per person) \$ SCHEDULED AUTOS NON-OWNED AUTOS ONLY OWNED AUTOS ONLY BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) AUTOS ONLY UMBRELLA LIAB X OCCUR 83 XST QU3425 6/1/2023 6/1/2024 EACH OCCURRENCE \$10,000,000 EXCESS LIAB \$10,000,000 CLAIMS-MADE **AGGREGATE** DED X RETENTION\$ 10,000 83 WN QU3420 83 WBR QU3421 WORKERS COMPENSATION 6/1/2024 6/1/2024 X STATUTE 6/1/2023 6/1/2023 AND EMPLOYERS' LIABILITY IND EMPLOYERS' LIABILITY
INYPROPRIETORIPARTNER/EXECUTIVE
OFFICER/MEMBER EXCLUDED?
Mandatory in NH)
I yes, describe under
ESCRIPTION OF OPERATIONS below \$1,000,000 E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT | \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: PBCCID. PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, ITS
OFFICERS, EMPLOYEES AND AGENTS ARE ADDITIONAL INSUREDS ON A PRIMARY AND NON-CONTRIBUTORY BASIS AS RESPECTS GENERAL
AND UMBRELLA LIABILITY COVERAGE AND SUBROGATION IS WAIVED AS RESPECTS WC, GL, AUTO AND EXCESS COVERAGE FOR THIS
PROJECT AS PERMITTED BY STATE.

CERTIFICATE HOLDER

PALM BEACH COUNTY C/O CAPITAL IMPROVEMENTS DIVISION FACILITIES DEVELOPMENT & OPERATIONS DEPARTMENT 2633 VISTA PARKWAY WEST PALM BEACH FL 33411 CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

gantle P. Mayay

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ACORD 25 (2016/03)

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