# Agenda Item:



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

Meeting Date: November 21, 2006	[x] [ 1	Consent Workshop		Regular Public Hearing	•
Department:	• •				
Submitted By: Department of Airports					
Submitted For:					
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# I. EXECUTIVE BRIEF

# Motion and Title: Staff recommends motion to approve:

- (A) Amendment No. 2 to the contract with Walker Parking Consultants/Engineers, Inc., for Consulting/Professional Services, in the amount of \$156,970 for the Department of Airports; and
- (B) A Budget Transfer of \$156,970 in the Airports Improvement and Development Fund to authorize the transfer of \$156,970 from reserves.

Summary: On July 13, 1999, the County entered into an Agreement (R99-1170D) with Walker Parking Consultants/Engineers, Inc. for professional engineering services for the design of Parking Structure No. 2 at Palm Beach International Airport (PBIA). On October 18, 2005, the County entered into Amendment No. 1 ®-2005-2013) for additional professional engineering services. Amendment No. 2 contains the projects outlined in Exhibit "A" Scope of Services, and is a continuation of services initiated in Amendment No. 1, consisting of parking access and revenue control system (PARCS) consulting services. The fee for this Amendment is \$156,970. The SBE participation in this Amendment is 0%; the vendor has already exceeded the SBE goal. <u>Countywide</u> (JCM)

**Background and Justification:** In order to carry out the BCC approved Airport Master Development Plans, the Department of Airports (DOA) entered into an agreement with Walker Parking Consultants/Engineers, Inc. for the design of Long Term Parking Garage No. 2 at PBIA. Article 26 of the agreement requires an amendment for expanded services. The following services are included in Amendment No. 2: Design of a PARCS, including Construction Documents, Bid and Award, Document Review and Contract Administration Services.

#### Attachments:

1. Amendment No. 2 with Walker Parking Consultants/Engineers, Inc. - 3 Originals 2. Budget Transfer

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Recommended By	At Anne Vfelly	10/24/86
7	Department Director	Date
Approved By:	1 white	(12/00
	County Administrator	Date

# **II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	20 <u>07</u>	20 <u>08</u>	20 <u>09</u>	20 <u>10</u>	20 <u>11</u>
Capital Expenditures Operating Costs	156,970				
External Revenues Program Income (County) In-Kind Match (County)					
NET FISCAL IMPACT	156,970	-	<u> 2000 - Anno 1997 Anno 1997</u>		
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes \_\_\_\_\_ No X Budget Account No: Fund 4111 Department 121 Unit A271 Object 6505 Reporting Category \_\_\_\_\_

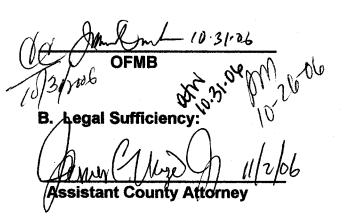
#### **B.** Recommended Sources of Funds/Summary of Fiscal Impact:

Approval of this item will provide budget of \$156,970 for the Walker Parking Consultants Professional services contract.

C. Departmental Fiscal Review:

## **III. REVIEW COMMENTS**

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



**Contract Dev** and

This amendment complies with our review requirements.

C. Other Department Review:

**Department Director** 

REVISED 9/03 ADM FORM 01 (THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT)

#### SECOND AMENDMENT TO THE CONTRACT

#### **BETWEEN**

#### PALM BEACH COUNTY and WALKER PARKING CONSULTANTS/ENGINEERS INC.

THIS SECOND AMENDMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_\_, 2006, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY" and **WALKER PARKING CONSULTANTS/ENGINEERS, INC.**, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, with the Federal Tax I.D. Number 38-1782774.

#### WITNESSETH:

WHEREAS, on July 13, 1999, the County entered into a CONTRACT (R99-1170D) with the CONSULTANT to provide professional engineering services for the design of Parking Structure No. 2 at Palm Beach International Airport (PBIA); and

WHEREAS, on October 18, 2005, the County approved Amendment No. 1 (R-2005-2013) to the CONTRACT with Walker Parking Consultants/Engineers, Inc. for Consulting/Professional Services for the Long Term Parking Garage No. 2 at PBIA; and

WHEREAS, Article 26 of the CONTRACT allows for Changes in the CONTRACT in the form of an amendment approved and executed by the Board of County Commissioners of Palm Beach County; and

WHEREAS, both parties agree to this Amendment.

NOW THEREFORE, in consideration of the mutual covenants herein contained, and other such 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 Scope of Services and Fees as outlined in Attachment 'A', in order to authorize the CONSULTANT to provide additional parking consulting services for the Department of Airports' at PBIA, at a cost of One Hundred Fifty-Six Thousand Nine Hundred Seventy Dollars (\$156,970.00).
- 2. Except as specifically amended herein, all other terms and conditions of the Contract shall remain in full force and effect.

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IN WITNESS WHEREOF, the parties have caused this SECOND AMENDMENT to the CONTRACT to be signed by the Chairman of the Board of County Commissioners and the Seal of said Board to be affixed hereto and attested by the Clerk of said Board. The CONSULTANT has caused this FIRST AMENDMENT to be signed in its corporate name by in duly authorized officer, <u>GERALD L. KOSKI</u>, <u>P.E.</u>, acting on behalf of said CONSULTANT, and h caused the Seal of said CONSULTANT to be affixed hereto and attested by the Secretary of said CONSULTANT on the data and year first written above.

#### **ATTEST:**

#### PALM BEACH COUNTY, FLORIDA BOARD OF COUNTY COMMISSIONERS

SHARON R. BOCK Clerk & Comptroller

By:

**Deputy Clerk** 

WITNESS:



5 neb Signature

D. McBrida Name (type or print)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By:

**County Attorney** 

# APPROVED AS TO TERMS AND CONDITIONS

By Department Director

By:

Addie L. Greene, Chairperson

#### **CONSULTANT:**

Walker Parking Consultants/Engineers, Inc. **Company Name** 

Signature

GERALD L KOSKI

Name (type or print)

RECTOR OF OPERATIONS

(Corporate Seal)

2



Walker Parking Consultants 4902 Eisenhower Blvd, Suite 281 Tampa, FL 33634

Voice: 813.888.5800 Fax: 813.888.5822 www.walkerparking.com

# Revised September 5, 2006

August 1, 2006

Sent via Email: gsypek@pbia.org

Mr. Gary Sypek Director of Planning Palm Beach County Department of Airports 846 Palm Beach International Airport West Palm Beach, FL 33406-1470

Re: Proposal for Parking Consulting Services Palm Beach International Airport West Palm Beach, Florida Walker Proposal No. P06-117

Dear Gary,

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Thank you for requesting our proposal to design and specify the parking access and revenue control system (PARCS) at Palm Beach International Airport (PBIA). We are pleased for the chance to continue our service to the Department of Airports on this exciting and challenging project.

The following pages detail our understanding of the program requirements as well as our scope of services. Also included is the project schedule as we understand it, and proposed compensation.

#### PROJECT UNDERSTANDING

We understand that the scope includes the design of a PARCS for the Short Term, Long Term (including new Long Term Garage), Park & Ride, the east and west commercial loop, and employee parking facilities.

PBIA recently engaged Walker Parking Consultants (Walker) to evaluate the existing PARCS installed at PBIA and make recommendations for replacement or upgrade based on the condition and reliability of the current system. The system study considered the hardware and software installed at the Airport as well as future development, such as the new Long Term Parking garage that is currently being constructed.

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Based on the evaluation, Walker made recommendations to replace the existing PARCS. Further, Walker developed a conceptual plan and system definition for state-of-the-art PARCS technology for PBIA. It is understood that the recommendations made in the report have been accepted and agreed upon by PBIA. The PARCS design and construction documents being proposed shall follow the recommendations set forth in the study.

## SCOPE OF SERVICES

#### TASK I: CONSTRUCTION DOCUMENTS

- Using the approved recommendations for the system, prepare detailed technical specifications suitable for bidding and award of a contract for the new PARCS, in accordance with the Airport's standards and procedures.
- Prepare a detailed layout of the parking equipment areas to ensure conformance to proper design practice. This includes PARCS schematics of entry and exit areas and layout of all parking equipment. Walker assumes that the Airport will make electronic copies of drawings of areas affected available.
- Prepare electrical documents where required to power the equipment.
- Civil work for islands, drives and canopies was completed with garage design.
- Assist the Airport in preparing "front-end" documents including instructions to bidders, general and supplementary conditions using Airport documents.
- Participate in the Airport's design document review and comment cycles as required.
- Assist the Airport in identifying qualified potential vendors to supply, install and maintain the recommended system.
- We anticipate two (2) site visits during this task.
- 7 TASK II: BID AND AWARD PHASE
  - Answer questions posed by bidders as requested by the project team.
  - Conduct pre-bid meeting.
  - Review the bids for pricing of base bids and alternates, technical response by bidders and qualifications to determine clarifications required from each bidder.
  - Assist the project team in conducting interviews and/or site visits to see installations by selected finalists, resolve any technical issues and select the system.
  - Assist the project team in contract negotiations.
  - We anticipate three (3) site visits during this task.

#### TASK III: DOCUMENT REVIEW

• After award of contract, review and approve system design documents, shop drawings, equipment information, wiring diagrams, and all submittals.



Mr. Gary Sypek Proposal for Palm Beach International Airport **Revised September 5, 2006** August 1, 2006 Page 3

- Assist the project team in obtaining necessary modifications of manufacturer's standard report package and assuring that initial programming of software meets airport needs.
- Review installation and training plans and training materials.
- No site visits are anticipated during this task.

TASK IV: CONTRACT ADMINISTRATION (INSTALLATION & COMMISSIONING)

Note: The following scope of services and fee for Construction Administration is estimated based upon the services listed. Because of the wide variety of services that the Airport could request during construction, this scope of services and fee may require modification prior to the start of installation.

#### **BASIC SERVICES**

- Review vendor submittals for conformance to the Contract Documents.
- Review vendor Requests for Information (RFI's) and provide written response. Basic services include a reasonable number of RFI's. Excessive RFI's will be reviewed as an additional service.
- Review substitution requests, properly documented as required by the Contract Documents.
- Perform periodic jobsite observations of the overall progress and quality of the work. We have estimated a total of six (6) jobsite visits specific to PARCS during installation and testing of the system. Visits will occur during periods of significant site installation and test activity. Additional visits will be provided as an additional service.
- Observe testing and start-up of the system by the vendor and installer. These observations will occur during our periodic jobsite observation visits.
- Review the punchlist of the system upon substantial completion and final acceptance of the system. These reviews will be performed during our periodic jobsite observation visits and assume that the system will be ready for final acceptance testing within twelve (12) months of the Contractor's notice to proceed with the project.

#### **ADDITIONAL SERVICES**

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- Additional jobsite visits when requested or required.
- Participation in, or observing, the Factory Acceptance Test of the system.
- Parking Operations Consulting to the Airport including assistance and/or review of facilities, operations and management procedures, staffing, auditing procedures, reports and other related functions, methods or documentation related to operation and management of the Airport's parking system.
- Management and/or coordination of the installation Contractor or PARCS vendor's site activities including assistance with sequencing or phasing of the work.



#### SCHEDULE

We understand the parking garage and related facilities will proceed through design and construction as follows:

TASK	SCHEDULE
Task I: Construction Documents 35%	(8) Eight weeks
65%	(8) Eight weeks
100%	(12) Twelve weeks
Task II: Bid and Award Phase	(8) Eight weeks
Task III & IV: Document Review and Contract Ac	min. (9) Nine Months

#### **PROFESSIONAL FEES**

Walker proposes to perform the outlined scope of services for a lump sum fee of One Hundred Forty Seven Thousand, One Hundred Ten Dollars (\$147,110) plus reimbursable expenses. The lump sum fee will be allocated to the tasks as follows:

TASK	FEE
Task I: Construction Documents	\$68,550
Task II: Bid and Award Phase	\$28,320
Task III: Document Review	\$17,200
Task IV: Contract Administration	\$33,040
TOTAL	\$147,110

<sup>6</sup> Customary reimbursable expenses will be billed at actual cost and includes such items as travel, mileage, reproduction, facsimile and related project expenses. We estimate these expenses to be \$9,860, making a total fee of \$156,970.00.

Invoices will be submitted on a monthly basis covering services performed and expenses incurred the previous month and will be due upon receipt. Our work will be performed in accordance with the attached General Conditions.



Mr. Gary Sypek Proposal for Palm Beach International Airport **Revised September 5, 2006** August 1, 2006 Page 5

We appreciate this opportunity to be of continued service to the Palm Beach County Department of Airports. If you have any additional questions or needs, please call.

Best Regards,

WALKER PARKING CONSULTANTS

perald I. Jok

/Gerald L. Koski, P.E. Principal/Director of Operations

Enclosure

cc: Uday Kirtikar John Dorsett

GLK/GMJ/sab

# AUTHORIZATION

Trusting that the foregoing meets with your approval, please sign and return one copy signifying your acceptance and authorizing us to proceed.

#### PALM BEACH COUNTY DEPARTMENT OF AIRPORTS

Accepted by: 2

Title:

Date:

Grant M. Jaber Parking Consultant/Department Head



#### SERVICES

Walker Parking Consultants/Engineers, Inc. (WALKER) will provide the CLIENT professional services that are limited to the work described in the attached letter. Any additional services requested will be provided at our standard hourly rates or for a mutually agreeable lump sum fee. Professional services are provided solely in accordance with written information and documents supplied by the CLIENT, and our services are limited to and furnished solely for the specific use disclosed to us in writing by the CLIENT.

# PAYMENT FOR SERVICES

WALKER will submit monthly invoices based on work completed plus reimbursable expenses. Reimbursable expenses will be billed at the cost of travel and living expenses, purchase or rental of specialized equipment, photographs and renderings, document reproduction, postage and delivery costs, long distance telephone and facsimile charges, additional service consultants, and other project related expenses. Payment is due upon receipt of invoice.

If for any reason the CLIENT does not deliver payment to WALKER within thirty (30) days of date of invoice, the CLIENT agrees to pay WALKER a monthly late charge of one and one half percent (1½%) per month of any unpaid balance of the invoice.

#### **OWNERSHIP OF DOCUMENTS**

All documents prepared or provided by WALKER are and remain the property of WALKER as instruments of service. Any use for modifications or extensions of this work, for new projects, or for completion of this project by others without WALKER's specific written consent will be at CLIENT's sole risk.

# STANDARD OF CARE

WALKER will perform the services called for in the attached letter and this agreement in accordance with generally accepted standards of the profession. No other warranty, express or implied, is made. WALKER's liability to CLIENT and all persons providing work or materials to this project as a result of acts; errors or omissions of WALKER shall be limited to the fee. Prior to commencement of services, CLIENT has the option to raise the cap on the liability limit upon payment of an additional fee of \$10,000 per \$1,000,000 of additional liability coverage.

#### PERIOD OF SERVICE

In the event that no construction phase services are to be provided by WALKER, services shall be complete the earlier of (1) the date when final documents are accepted by the CLIENT or (2) thirty days after final documents are delivered to the CLIENT. If construction phase services are provided by WALKER, services shall be complete upon the earlier of (1) the time of approval by WALKER of final payment to the contractor or (2) thirty (30) days after completion of the work designed by WALKER.

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# **STANDARD BILLING RATES - 2006**

BASIC SERVICES

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PRINCIPALS	
Senior Principal\$	255.00
Principal\$	210.00
PROJECT MANAGEMENT	
Senior Project Manager\$	195.00
Project Manager\$	155.00
Assistant Project Manager\$	120.00
PARKING CONSULTANTS	
Senior Parking Consultant	195 00
Parking Consultant\$	155.00
Parking Analyst / Planner\$	120.00
DESIGN	
Senior Engineer / Senior Architect\$	155.00
Engineer / Architect\$	130.00
Designer\$	120.00
TECHNICAL	
Senior Technician\$	106.00
Technician	200.00
Field Auditor	575.00
SUPPORT	
Senior Admin Assistant / Business Mgr	· / 5.00
Administrative Assistant	55.00
•* .	

Subject to annual adjustment on January 1 each year.

#### TYPE OF STUDY BUDGET



MAN-HOUR BUDGET AND FEE BREAKDOWN

Palm Beach International Airport - Parking and Revenue Control Equipment Package

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		\$0	\$5,04	0	\$21,600	\$6,400	\$0	\$33,040
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West Palm Beach, FL 33406-1491			AUTHORIZED REPRESENTATIVE							

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AUTHORIZED REPRESENTATIVE Kim Fricke/DME

# IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

# DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

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07-207

#### BOARD OF COUNTY COMMISSIONERS PALM BEACH COUNTY, FLORIDA BUDGET TRANSFER

Page 1 of 1 pages BGEX 121 101906\*200

#### FUND 4111 AIRPORTS IMP & DEV FUND

Use this form to provide budget for items not anticipated in the budget.

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF	REMAINING BALANCE
EXPENDITURES								
4111-121-A271-6505	New Revenue Control System	0	0	156,970		156,970	0	156,970
OPERATING RESER	RVES							
4111-121-A900-9909 C		12,383,838	12,383,838		156,970	12,226,868	0	12,226,868
	Total Appropriations & Expenditures	83,113,597	83,113,597	156,970	156,970	83,113,597	27,505,933	55,607,664

INITIATING DEPARTMENT/DIVISION Administration/Budget Department Approval OFMB Department - Posted

Date Signatures

10/23/04

By Board of County Commissioners At Meeting of

Deputy Clerk to the Board of County Commissioners

an

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	Action Menu
Budget FY Fund Department	Appr Unit Unit Object Dollar Amount Increase/Decrease
<b>X</b> 🗈 ✓ 2007 4111 121	121A900NB A900 9909 \$156,970.00 Decrease
<b>张</b>	121A271CA A271 6505 \$156,970.00 Increase
Insert New Line Insert Copied Line	First Prev Next Last
Perform Budget Rollup Smart Budget Rollup Load Ex	sisting Links Choose Centralized Revenue Line(s)
Action : Modify	Budget FY : 2007
Event Type : BG06	Fiscal Year : 2007
	Period : 1
Start Date : 10/19/2006	Fund : 4111
End Date :	Department : 121
Dollar Amount : \$156,970.00	Appr Unit : 121A900NB
Increase/Decrease : Decrease	Unit : 🗚 900
	Object : 9909 ►
	Res-Improvement Progrm
	Contact :
	Contact Name :
	Description : SET UP BUDGET IN A271 FOR NEW REVENUE CONTROL SYSTEM
	House Bill Number :
Save Undo	Print Validate Submit Close
Menu	

http://amsprd1/webapp/Production/Advantage;jsessionid=00006cn9tiLX0SwGyfvX-E8n... 10/19/2006