

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	<u>\$387,109</u>	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues (Grants)	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$387,109</u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes No _____

Budget Account No: Fund 4111 Department 121 Unit A243 Object 6502

Reporting Category _____

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

Funds are available in the account referenced above.

C. Departmental Fiscal Review: C. Michael Seaman

III. REVIEW COMMENTS

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

Adwillwhite 6-10-08
 OFMB 6/11/08 CN 6/10/08
 6-9-08

6/11/08
Contract Dev. and Control
 6/11/08

B. Legal Sufficiency:

Assistant County Attorney
 6/12/08

This amendment complies with our review requirements.

This item complies with current County policies.

C. Other Department Review:

 Department Director

Background and Justification: (Continued from Page 1)

Due to the fact that many of the trades that would be performing this work are under subcontract with David Brooks Enterprises, Inc., the Department of Airports (DOA) recommends that the contract be amended to include this additional service in efforts to accelerate the move of existing communications functions currently in the Main Terminal to the new Communication Center in the DOA building. The scope includes: (1) connecting the existing communication centers with specified fiber optic and shielded cabling, (2) transitioning firefighters telephone and notifier systems, (3) transitioning the voice panel from existing fire rescue location, (4) transitioning existing controls and replacing central receiver station, (5) David Brooks Enterprises, Inc.'s provision of coordination and supervision costs for a period of 90 Calendar Days. It also includes upgrading software used to monitor the airports' Facility Management Systems that are impacted by the addition of the administration building (Access Control, HVAC and Fire Alarm Systems). Approval of this Amendment will increase the total contract price by \$287,439 and an extension of 90 Calendar Days.

Change Order No. 23 compensates the General Contractor for the additional calendar days beyond the current substantial completion date of January 2, 2008 to the established substantial completion date of May 15, 2008 for those scheduled activities that were delayed beyond the control of the General Contractor. The delay was attributed to several activities that impacted the critical path including changes in design of the fire protection system; revisions to site grading; additional landscaping and final release of water meter required for the Certificate of Occupancy.

**AMENDMENT NO. 1 TO CONTRACT
BETWEEN
PALM BEACH COUNTY DEPARTMENT OF AIRPORTS
AND
DAVID BROOKS ENTERPRISES INC.
FOR
CONSTRUCTION SERVICES FOR THE ADMINISTRATION BUILDING AND
COMMUNICATIONS FACILITY PROJECT**

This Amendment No. 1 to the Contract is made as of the _____ day of _____, 2008, by and between Palm Beach County, Florida (County) and DAVID BROOKS ENTERPRISES, Inc., a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, having its office and principal place of business at 9000 Burma Road, Suite 101, Palm Beach Gardens, Florida 33403 whose Federal Tax I.D. number is 65-0281453

WITNESSETH

WHEREAS, on August 15, 2006, the County entered in to an Agreement (R2006 1408) with the CONTRACTOR for the CONTRACTOR to provide Construction Services for the Administration Building and Communications Facility Project at Palm Beach International Airport in the amount of \$10,997,000 and a completion time of 365 Calendar Days; and

WHEREAS, it is the County's desire to procure additional services following the certificate of occupancy of the new Administration Building and Communications Facility to integrate the existing communications facility systems to the new location.

NOW THEREFORE, in considerations 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 for the continuation of services provided by the CONTRACTOR as submitted in "Exhibit 1" Comm. Center Move -Phase 2 Dated May 8, 2008 for the second phase relocation of the Communications Center from the Terminal to the new facility under this contract. The amount to be paid by the OWNER to the CONTRACTOR for the services described in Exhibit 1 shall be \$287,439.00 and shall be completed within 90 Calendar Days of Notice to Proceed for this amended scope of work.
2. Upon approval of this amendment, the amended amount and time shall be added to the aggregate of the original contract amount and all approved change orders to reach the final contract amount and time.
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 parties have caused the First Amendment to the Contract to be signed by the Chairperson of the Board of County Commissioners and the Seal of said Board to be fixed hereto and attested by the Clerk of said board, and the CONTRACTOR, DAVID BROOKS ENTERPRISES, has caused these present to be signed in its corporate name by its duly authorized officer David Brooks, acting on behalf of said CONTRACTOR, and the Seal of said CONTRACTOR to be affixed hereto and attested by the Secretary of said CONTRACTOR, the day and year first written above.

ATTEST:

PALM BEACH COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

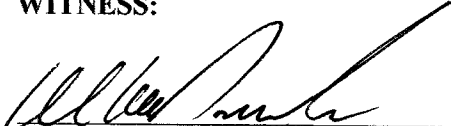
SHARON R. BOCK
CLERK AND COMPTROLLER

By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

WITNESS:

CONTRACTOR:


SIGNATURE

DAVID BROOKS ENTERPRISES, INC.
COMPANY NAME

M.L. DAVIDSON
Name (type or print)


Signature

DAVID BROOKS
Name (type or print)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

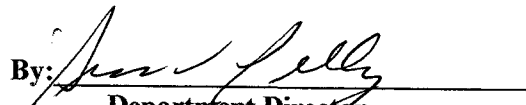
PRESIDENT
Title

BY: _____

County Attorney

(Corporate Seal)

APPROVED AS TO TERMS
AND CONDITIONS

By: 
Department Director



9000 Burma Road, Suite 101 Palm Beach Gardens, FL 33403 561.626.9960 Fax: 561.626.9980

May 8, 2008

Ms. Cynthia Portnoy
Palm Beach County – Dept. of Airports
846 Palm Beach International Airport
West Palm Beach, FL 33406-1470

Fax Delivery

Re: PBIA Administrative Building
Proposed Amendment #1 – Comm. Center move – Phase 2
Post Substantial Completion of the Admin. & Comm. Bldg.

Dear Ms. Portnoy:

This Proposed Contract Amendment represents the costs related to the DOA requested work to transition the critical systems from the existing Comm. Center in the terminal, to the new Comm. Center in the new Admin building; and for the Continuum software upgrade.

The Comm. Center move scope of work has been coordinated by meetings between Davco, WSA, Hillers, DOA and DBE. This is work that needs to happen to allow the Comm. Center move to take place some 90+/- days after substantial completion of the building. Permit-ready drawings will be prepared for submission by WSA and Davco, and DBE will be coordinating the work. The supporting package contains a full breakdown of costs from Davco's subs (both WSA and Jade) for this work. The cost of this work also includes the extended supervision costs since this work will be completed after the building is complete.

The upgrade of the Continuum software includes all installation labor, upgrading nine existing licenses to version 1.8, as well as adding a new workstation license for version 1.8 (total of 10 licenses).

The amount of this Amendment would be added to aggregate of the original contract amount and all approved change orders, to arrive at the amended final contract amount.

Therefore, David Brooks Enterprises proposes to complete this work for a net increase to the contract price of **Two-hundred Eighty-seven-thousand Four-hundred thirty-nine Dollars (\$ 287,439.00)**.

Let me know if you have any other questions regarding this proposal or if I can be of further assistance.

Constructively yours,
David Brooks Enterprises, Inc.

A handwritten signature in black ink, appearing to read "Mark Davidson", is written over the typed name and title.

M. L. "Mark" Davidson
Sr. Project Manager
Vice President / General Manager

AMENDMENT NO 1 SUMMARY

ITEM #	DESCRIPTION	COST	DAYS	CATEGORY	SUMMARY EXPLANATION
1	Post Project Completion DOA Communication Center Move	\$245,289	90	Department of Airports	The scope of this work is required in order to transition the move of the operations and communication services from the existing facility in the Terminal to the new administration building. This work cannot begin until a Certificate of Occupancy is issued. The CO was issued on May 13, 2008. The Department of Airports has recommended that David Brooks perform this additional service in efforts to accelerate the move of existing communications functions currently in the Main Terminal to the new Communication Center in the DOA building. The scope includes: (1) connecting the existing communication centers with specified fiber optic and shielded cabling, (2) moving firefighters telephone and notifier systems, (3) moving the voice panel from existing fire rescue location, (4) moving existing controls and replacing central receiver station, (5) Brooks provision of extended supervision costs
2	Upgrade Continuum to version 1.8 and add one new Workstation License	\$42,150	0	Department of Airports	This software is used to monitor the airports Facility Management Systems. The current software is 5 versions behind and since it is impacted by the addition of the administration building (Access Control, HVAC and Fire Alarm Systems) it should be upgraded now.
TOTAL CHANGE ORDER NO: 23		\$287,439	90	CALENDAR DAYS	

LEGEND	
■	Error
\$0	Omission/recommended and/or required in project.
\$0	Other Agency (TSA, PZ&B, Fire Marshall)
\$287,439	Department of Airports
\$0	Conditions not normally anticipated or encountered in construction.
\$0	Quantity Underruns, contract adjustments.
\$287,439	Total Amendment #1

David Brooks Enterprises, Inc.

ESTIMATE RECORD
 Project: DOA Admin & Comm. Bldg
Proposed Amendment to General Contract for:
Item #1 - Comm. Center Move - Phase 2 - Post C.O. Work

Date: 05/08/08
 Page: 1 of 1
 Prepared by: MD

Notes	Description	Unit	Quantity	Labor Unit	Total Labor	Material Unit	Material Total	Subcontract Unit	Subcontract Total	Total Cost
	Add for electrical, data, fire alarm equipment, installation and relocations, per the attached materials, and per meeting minutes of 2-22-08 meeting for Post-CO changes both within the terminal and within the new Admin & Comm. Bldg (see Davco revised quote attached)	LS	1.00		\$0		\$0	176,889.00	\$176,889	\$176,889
	Labor to remove and replace ceiling tiles (allowance)	Hr	32.00	36.19	\$1,158		\$0		\$0	\$1,158
	Four boxes ceiling tile @ 32 Sf per box (allowance)	Bx	4.00			\$72.39	\$290		\$0	\$290
<p align="center">Above are Hard-Costs for this work. Below are General Conditions Costs for this work Professional Staff labor rates below are based on 5-day week rates, days are based on 5/7ths of 90 days</p>										
	Additional Superintendent costs (beyond substantial completion) - full time, including payroll burden & benefits	Day	64.29	327.75	\$21,070		\$0		\$0	\$21,070
	Additional Project Manager costs (beyond substantial completion) - based on 1/3 time including payroll burden and benefits (reduction taken in days, not rate)	Day	21.43	527.08	\$11,295		\$0		\$0	\$11,295
	Mobile Phone Service (Nextel for Super, portion of PM's)	Day	64.29		\$0		\$0	20.35	\$1,308	\$1,308
	Office Supplies	Day	64.29		\$0	3.71	\$238		\$0	\$238
	Plans & Printing	LS	1.00		\$0		\$0	120.00	\$120	\$120
	Truck Expense	Day	64.29		\$0		\$0	57.74	\$3,712	\$3,712
	Fuel	Day	64.29		\$0	\$43	\$2,795		\$0	\$2,795
	Continuous Cleanup Labor (2 hrs / day avg.)	Hr	128.6	26.51	\$3,408		\$0		\$0	\$3,408
	Punch-out Labor (1 hr/day avg)	Hr	64.29	34.82	\$2,239		\$0		\$0	\$2,239
					\$0		\$0		\$0	\$0
<p>NOTE: Davco & WSA have both confirmed that they need 90 days to complete this work. This amount is based on 90-calendar days GCs, but daily rate is based on 5-day week, and days are based on 5/7ths of 90 days</p>										
<p>NOTE: Per discussion with DOA, these General conditions costs do not include providing temporary office space. DOA has indicated they would provide office space somewhere in the airport for our use, to keep costs down. If that cannot be accomplished, we will have to add costs for trailer rental and associated expenses (power, internet and phones, etc).</p>										
	Sales Tax	%	6.50		\$39,169		\$3,322 \$216		\$182,029	\$224,521 \$216
					\$39,169		\$3,538		\$182,029	\$224,737
	G.C. Mark-Up 15% Labor & Materials	LS	1		\$5,875		\$531			\$6,406
	G.C. Mark-Up 5% on Subcontractors	LS	1						\$9,101	\$9,101
	Bonds & Liability Insurance 2%	LS	1						\$5,045	\$5,045
										\$245,289