

EXPLANATION OF CONSENT AGENDA ITEM E.2.c.(9) April 26, 2017

ITEM:

Consideration of approving a zero dollar change order to Ivey's Construction, Inc. under the North Side Cruise Terminals Tolling System contract CN-16-025 (P19579), to add the scope of procurement and installation of a pay on exit system at Cruise Terminal garages 5 and 6. (Veronica Narváez-Lugo/Bill Crowe)

EXPLANATION:

This project will be an additional scope to the existing design/build North Side Tolling System Project CN-16-025 (P19579). The original budget was \$1,667,824.00 and due to the design/build savings, a remaining budget of \$754,877.04 will be sufficient to perform the additional scope estimated in \$730,864.00 without budget revision. The installation of a pay on exit system will allow the traffic to flow more easily into the parking garages during embark. In addition, the pay on exit system will allow capacity to be shared between the Terminals 5 & 6 garages independent of varied cruise durations. The required equipment for this system includes new ticket dispensers, retrofit pay-on-foot stations, Transcore AVI readers and automatic gate arms. The cost also includes the required lane modifications, striping, signage and utility relocation.

Funding Review by Finance (Pat Poston): No funding review required.

Staff Recommends Approval

Prepared by Veronica Narváez-Lugo / Bill Crowe, P.E.

VN-L



ITEM #: 1130



Port Canaveral Capital Budget Project Sheet

PROJECT TITLE: North Tolling CT 5 and 6 Pay on Exit

PROJECT DESCRIPTION:

This project will be an additional scope to the existing design/build North Side Tolling System. The original budget was \$1,667,824.00 and due to the design/build savings, a remaining budget of \$754,877.04 will be sufficient to perform the additional scope estimated in \$730,864.00 without budget revision. The design will include new utilities connections (electrical & communications) for the HUB parking equipment. Also site improvements will be required to accommodate traffic to the new system. The pay on exit system consists in new ticket dispensers, retrofitted pay-on-foot stations, Transcore AVI readers and gated arms.

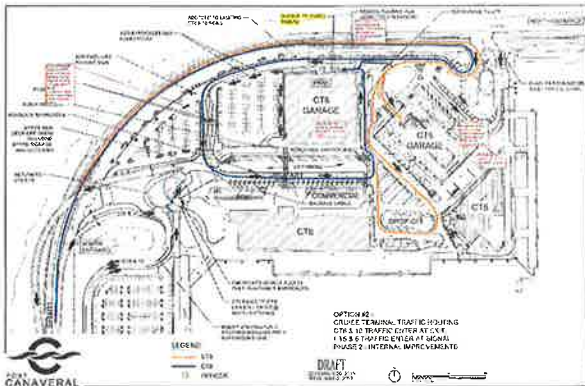
PROJECT PURPOSE:

The installation of a pay on exit system will allow the traffic to flow constantly into the parking garages during embark.

PRIORITY: 3

PROJECT BUDGET: \$730,864.00

BUSINESS LINE: Cruise



FORM:



CANAVERAL PORT AUTHORITY
North Side Tolling System Design/Build & CN 16-025
Ivey's Construction Inc.
CHANGE ORDER # 1

Contract Total To Date FROM: \$1,667,824.00
JL 2220-16060-201 P19579

Add the scope of procurement and installation of a
Item 1 pay on exit system at Cruise Terminal garages 5 and 6 using the remaining project budget. DECREASE: \$ -

TOTAL DECREASE: \$0.00
NEW CONTRACT TOTAL: \$1,667,824.00

GENERAL: No changes other than those listed above are authorized.
IN WITNESS WHEREOF, the parties hereto set their hands and seals this 26 day of
April, 2017.

Inclusion of the Change Order # 1 is recommended by:

[Signature]
William E. Crowe, Senior Director, Facilities, Construction and Infrastructure

CANAVERAL PORT AUTHORITY

Ivey's Construction Inc.

BY: Thomas W. Weinberg
Chairman

BY: Title:

Attest: Jerry W. Allender
Secretary/Treasurer

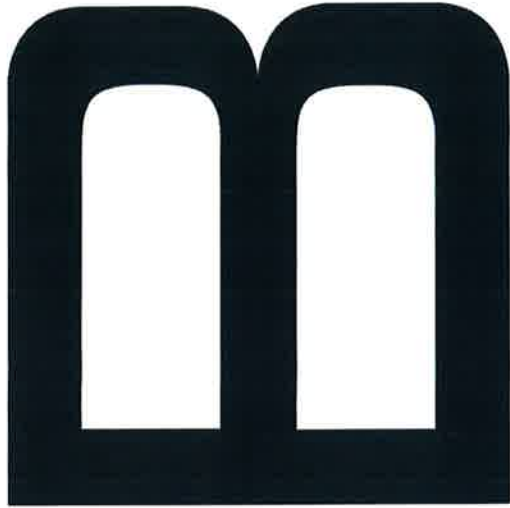
Attest: Title:

North Side Cruise Terminals Tolling System	
Original Budget	\$ 1,667,824.00
Remaining funds	\$ 754,877.04
Proposed Additional Scope (Pay on Exit CT 5/6)	\$ 730,864.00

CT-5 and CT-6 Pay Upon Exit Conversion
ROM Pricing

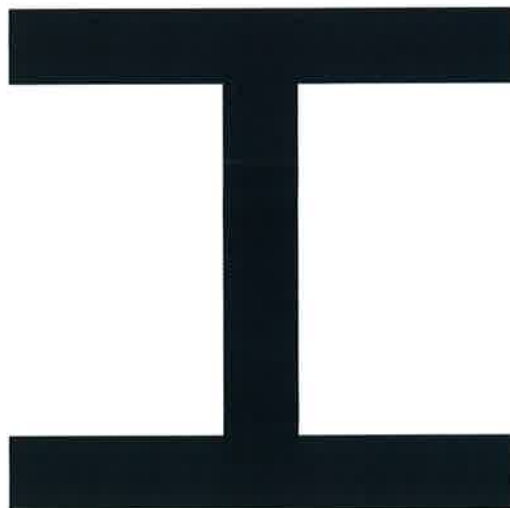
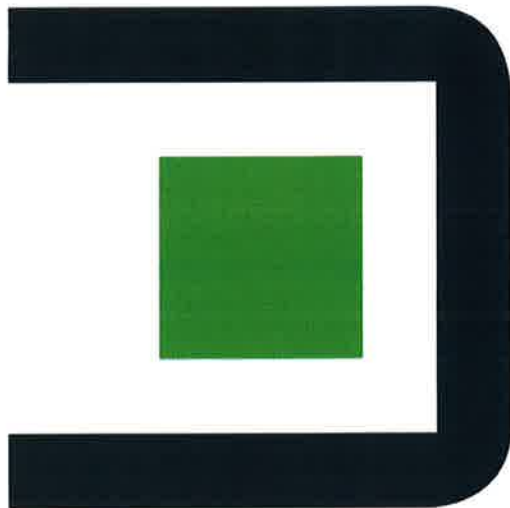
April 10, 2017

Line	Description	U of M	Rate	QTY	Subtotal
1	HUB Parking	LS	\$ 182,002.00	1	\$ 182,002.00
2	KCF	LS	\$ 56,243.00	1	\$ 56,243.00
3	Chrome Electric	LS	\$ 55,000.00	1	\$ 55,000.00
4	Landscaping Allowance	LS	\$ 6,500.00	1	\$ 6,500.00
5	Patching	LS	\$ 20,000.00	1	\$ 20,000.00
6	Concrete Pads	LS	\$ 30,000.00	1	\$ 30,000.00
7	Striping	LS	\$ 23,000.00	1	\$ 23,000.00
8	Relocate Barriers	LS	\$ 1,000.00	1	\$ 1,000.00
9	Traffic Cone Rental	LS	\$ 2,500.00	1	\$ 2,500.00
10	Utility Relocation (Island)	LS	\$ 25,000.00	1	\$ 25,000.00
11	Signage Allowance	LS	\$ 45,000.00	1	\$ 45,000.00
12	Ivey's Supervision	MH	\$ 65.00	240	\$ 15,600.00
13	Civil Engineering (Allen)	LS	\$ 3,500.00	1	\$ 3,500.00
14	Structrual & Elec. Eng. (TLC)	LS	\$ 8,900.00	1	\$ 8,900.00
15	LV Engineering (Premier)	LS	\$ 3,200.00	1	\$ 3,200.00
16	Surveying	LS	\$ 3,000.00	1	\$ 3,000.00
17	MOT	LS	\$ 4,500.00	1	\$ 4,500.00
18	GC's	LS	\$ 484,945.00	5%	\$ 24,247.25
19		Subtotal			\$ 509,192.25
20	Contingency	LS	\$ 509,192.25	10%	\$ 50,919.23
21		Subtotal			\$ 560,111.48
22	OH & Fee	15%			\$ 84,016.72
23		Subtotal			\$ 644,128.20
24	Extended Warranty by HUB				\$ 79,500.00
25		Subtotal			\$ 723,628.20
26	Bond	1%			\$ 7,236.28
27		Total ROM			\$ 730,864



Canaveral Port Authority

Date: 3/22/2017



Stoyan Sugarliev
Regional Manager

stoyan.sugarliev@hubparking.com

HUB Parking Technology
a Business Unit of the FAAC Group

HUB Parking Technology USA, Inc.

(404)597-8530

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Customer	Project / Job
Canaveral Port Authority Mark Lorusso 445 Challenger Road Cape Canaveral, FL 32920	CT 5 & 6 Mark Lorusso 445 Challenger Road Cape Canaveral, FL 32920

Presented By	Valid Through	Ship Via	Terms
Stoyan Sugarliev	6/16/2017	Freight	50/40/10

Converting the existing system to Pay at Exit with Barcode Ticket Dispensers and Pay On Foot Stations.

- Relocate the existing Cash station to central location to operate as Pay On Foot. Convert them to accept Chip Credit Cards (EMV) and replace the overlays.
- Convert the two Credit Card stations to Credit Exit Stations using new EMV ready cabinets and install them at the exit lanes.
- Install two additional Exit Stations at the other two exit lanes.
- Install four new Barcode Ticket Dispensers at the entry lanes.
- Install three cashier stations.
- Relocate existing equipment to new location.
- All necessary reprogramming.

Qty	Item	Description	Unit Price	Ext. Price
2	DP5900-6-BA RPRNZ	CT5 Bar-Code Entry Ticket Dispenser "Print on the Fly" Designed to print barcoded tickets at entrance. Features include: On-line RS232, RS485 and TCP/IP Communication, Programmable Graphic LCD Display, Push Button or Auto Ticket Issuance, Voiding of Tickets . Barcode Scanner for tickets, coupons and reservations. Proximity reader.	\$9,884.00	\$19,768.00
2	DP5800-6-BARPRN	Bar-Code Exit Station with Credit Card Interface Designed for use with barcode tickets at unattended exit of a parking facility with optimum performance. Features include: On-line RS232, RS485 and TCP/IP Communication, Programmable Graphic LCD Display, 256 Access Levels, 64 Time Zones, Voiding of Tickets, Two Access Card Reader Weigand Interface. - Barcode Scanner for tickets, coupons and reservations. - Thermal receipt printer. - Integrated proximity reader. - New Housing - EMV ready.	\$9,884.00	\$19,768.00
1	DP58 - EMV	EMV ready replacement cabinet for Exit Station.	\$4,482.00	\$4,482.00
2	DP7001 - EMV KIT	EMV retrofit kit for DP7001M Pay Station. - Overlay. - EMV Reader bracket.	\$2,350.00	\$4,700.00
5	EMV-RDR	Credit Card reader system: - EMV Chip Reader - EMV Contactless Reader - EMV Ethernet Converter - EMV Key Injection	\$1,265.00	\$6,325.00

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Qty	Item	Description	Unit Price	Ext. Price
1	DP6001	<p>Fee Computer Online or Stand-alone cashiering 256 Access Levels, Time Zones, Pre-Pay Functions, Monthly payment with database interface, 99 Operators, Management Reports, Programmable keyboard, 32 Programmable rates. Includes: - Computer with Terminal Board. - 17" LCD display. - Thermal receipt printer. - Keyboard with swipe reader for processing credit cards. - Cash Drawer. - Validator to read magstripe tickets or coupons and process credit cards. - Fee sign 4" letters.</p>	\$10,350.00	\$10,350.00
2	DTK-120HW	Ditek Hardwire 120 Volt Surge Protector DTK-120HW	\$180.00	\$360.00
10	DPLOOP	Vehicle Detection Loop - cut, coil and seal.	\$450.00	\$4,500.00
3	2A584/1EHP8	Relay Kit (socket and cube) for Entry/Exit station - 24V.	\$65.00	\$195.00
4	ET 908A	IP-Intercom module. Microphone and two relays. POE and uplink connection.	\$806.00	\$3,224.00
1	E4-09	Transcore AVI reader Encompass 4, eGO/ATA Protocol, Wiegand interface.	\$5,500.00	\$5,500.00
		CT6		
2	DP5900-6-BA RPRNZ	<p>Bar-Code Entry Ticket Dispenser "Print on the Fly" Designed to print barcoded tickets at entrance. Features include: On-line RS232, RS485 and TCP/IP Communication, Programmable Graphic LCD Display, Push Button or Auto Ticket Issuance, Voiding of Tickets . Barcode Scanner for tickets, coupons and reservations. Proximity reader.</p>	\$9,884.00	\$19,768.00
1	DP5800-6-BARPRN	<p>Bar-Code Exit Station with Credit Card Interface Designed for use with barcode tickets at unattended exit of a parking facility with optimum performance. Features include: On-line RS232, RS485 and TCP/IP Communication, Programmable Graphic LCD Display, 256 Access Levels, 64 Time Zones, Voiding of Tickets, Two Access Card Reader Weigand Interface. - Barcode Scanner for tickets, coupons and reservations. - Thermal receipt printer. - Integrated proximity reader. - New Housing - EMV ready.</p>	\$9,884.00	\$9,884.00
1	DP58 - EMV	EMV ready replacement cabinet for Exit Station.	\$4,482.00	\$4,482.00
2	DP7001 - EMV KIT	<p>EMV retrofit kit for DP7001M Pay Station. - Overlay. - EMV Reader bracket.</p>	\$2,350.00	\$4,700.00
4	EMV-RDR	<p>Credit Card reader system: - EMV Chip Reader - EMV Contactless Reader - EMV Ethernet Converter - EMV Key Injection</p>	\$1,265.00	\$5,060.00

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Terms and Conditions

These terms and conditions ("T&C's") apply to the sale and licensing of the hardware and related software (collectively, "Equipment") identified on this price quote ("Quote") issued by HUB Parking Technology USA, Inc. ("HUB") to the buyer identified in the Quote ("Buyer").

1. **Application of Terms and Conditions.** Any purchase order issued by Buyer ("PO") shall be consistent with these T&C's and shall be firm and not subject to cancellation, suspension or modification by Buyer. All sales and licensing of Equipment shall be governed solely and exclusively by these T&C's. Buyer is hereby deemed to accept these T&C's and to waive its own general terms and conditions of purchase, whether set forth in a PO or any other document issued or referenced by Buyer (collectively, "Buyer Documentation"). In the event of any conflict between these T&C's and those set forth in any Buyer Documentation, the former shall control. No modification or supplementation of, or addition to, these T&C's shall result from the issuance, receipt, acknowledgment or acceptance by HUB of any Buyer Documentation or otherwise.

2. **Pricing.** The pricing set forth in this Quote is valid for sixty (60) days from this date. Project cancellation for any reason after acceptance of this Quote may be subject to 25% restocking fee for Equipment components or devices. Payment terms are 50% due for orders, 40% due at delivery and 10% after final installation. All invoices issued by HUB shall be paid within thirty (30) days from the invoice date.

3. **Warranties: Limitation of Liability.** HUB warrants the Equipment to be free from defects in materials and workmanship for a period of one (1) year following the date of final installation. HUB agrees to repair or replace, at HUB's expense, any defective Equipment for one (1) year from date of final installation. Evidence of vandalism, unauthorized modifications, and connections to improper power source will void this warranty. This warranty extends only to the original purchase, and does not cover replacements. In case of failure due to defective material or workmanship during the one (1) year warranty period, the Equipment will be repaired or replaced at no charge. There is no provision in this warranty for labor outside HUB and HUB's obligation under this warranty is limited to servicing and replacing defective parts or workmanship. HUB MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE EQUIPMENT, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL HUB BE LIABLE FOR LOSS OF PROFITS, OR ANY OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR RELATED TO THIS QUOTE OR THE USE OR PERFORMANCE OF THE EQUIPMENT, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN AN ACTION FOR CONTRACT, TORT OR OTHERWISE, AND WHETHER OR NOT HUB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

4. **Software License.** Any and all software embedded in any hardware included among the Equipment, or that otherwise forms part of the Equipment, is licensed and not sold to Buyer. Buyer shall not attempt to reverse engineer or decompile any such software.

5. **Indemnification.** Buyer agrees to indemnify, defend and hold harmless HUB from and against any and all damages, claims, liability, costs, losses and expenses (including attorneys' fees) that HUB may incur to the extent caused by any misconduct, unlawful activity or negligent act or omission of Buyer or Buyer's failure to perform any acts agreed upon by the parties in connection with this Quote.

6. **General.** The Quote and these T&C's shall be governed by and construed in accordance with the laws of the State of Pennsylvania, without application of any choice of law rules. The parties consent to the jurisdiction of the state and federal courts of the State of Pennsylvania. If any provision of these T&C's is deemed invalid or unenforceable, such provision shall be modified to the extent necessary to render it valid and enforceable. If such modification is not possible, the provision in question shall be deemed stricken and the remainder of these T&C's shall continue in full force and effect. Buyer shall not assign or delegate any of its rights or obligations arising under the Quote or the T&C's, and any such purported assignment or delegation shall be void. Except for a failure to make payments when due, neither party shall be liable for any delay in performance or any failure to perform any obligation hereunder which arises from any contingency beyond that party's reasonable control, including, but not limited to, acts of God, governmental orders or restrictions, war, threat of war, riot, strikes, fires, floods, transportation delays, product shortages or any failure of delivery by suppliers, whether such contingency was known or contemplated to be possible at the time the Quote is made. If any such contingency arises and continues for a period of more than sixty (60) days, then either party may terminate the Quote. Any notice or demand permitted or required hereunder shall be deemed made or given (i) seven (7) days after deposit in the postal system with first class airmail postage prepaid, (ii) four (4) days after delivery to a reputable international courier service, addressed to a party at its address set forth in the Quote, or such other address as such party may give by written notice hereunder, or (iii) when delivered electronically to a valid email address with receipt acknowledgment. The Quote and these T&C's supersede all prior agreements, arrangements and understanding relating to the subject matter of the Quote, and sets forth the parties' entire agreement and understanding in respect of the transaction contemplated hereunder. Provisions of the Quote or of these T&C's may be waived, amended or canceled only by a document signed by both parties.

HUB Parking Technology – a Business Unit of the FAAC Group

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