

City Commission Regular Meeting

Agenda Item # 9.
e.

Meeting Date: 02/01/2016

Re: Piggyback contract for Walker Parking Consultants

Submitted For: Rebecca Grohall, Planning & Zoning Manager, Planning & Zoning

SUBJECT:

Approval to piggyback the City of Clearwater Agreement for Professional Services (RFQ 13-13) with Walker Parking Consultants/Engineers, Tampa Florida. Not to exceed \$40,000.00

SUMMARY:

The Parking Committee provided their recommendations on parking October 19, 2015 and Staff is moving forward for a consultant to provide an in depth analysis and specific recommendation for each item. Specific tasks include (correlate to Nick Mimms' memo of October 2015)

- 1) Evaluating a paid parking system for the downtown area, financing methods, cost benefit analysis and recommendation
- 2) Evaluating possible sites and the cost/benefits of a new parking garage in the Beachside community, financing methods, public private partnerships and recommendation
- 3) In depth review and analysis of the "Payment In Lieu" of parking option available in the Land Development Code, with recommendation

When speaking with other coastal communities in Florida - everyone from Key West, Pompano Beach, Cocoa Beach, Daytona, Tampa, City of Clearwater, etc all utilize Walker Consulting Services. Their unique understanding of parking and its internal workings has provided wide-ranging experience in all aspects of the parking business, including: master planning, parking operations and management, financial analysis, car park management, functional design, engineering/architecture, and parking garage restoration and maintenance. They are able to effectively identify problems and efficiently recommend solutions for all parking related issues.

The Purchasing Department has reviewed and investigate the procurement process for this item for the City of Fort Pierce, and it complies with the City's purchasing guidelines.

RECOMMENDATION:

Approval to piggyback the City of Clearwater Agreement for Professional Services (RFQ 13-13) with Walker Parking Consultants/Engineers, Tampa Florida. Not to exceed \$40,000.00

ALTERNATIVES:

Not award contract

RESPONSIBLE STAFF:

Posted 1/28/16

Rebecca Grohall, Planning Manager

COORDINATED WITH:

Tony Barnes, Administrative Services
Mike Reals and Derrick Johnson, Public Works Department

Fiscal Impact

Budgeted Y/N: N
Fiscal Year: 2016
Account: 104-9400-554-31-90
Amount: 40,000

FISCAL IMPACT:

The initial impact is \$40,000 from the FPRA, but has the intangible benefits to our community are immense

Attachments

Report to Commission 10/19/15
Parking Committee Presentation
Agreement from the City of Clearwater for Walker Parking Consultants

Form Review

Inbox	Reviewed By	Date
Purchasing	Tony Barnes	01/27/2016 10:05 AM
Finance Department	Johnna Morris	01/27/2016 11:45 AM
City Manager	Nick Mimms	01/27/2016 04:12 PM
Form Started By: Rebecca Grohall		Started On: 01/21/2016 04:31 PM
Final Approval Date: 01/27/2016		



CITY OF CLEARWATER

POST OFFICE BOX 4748, CLEARWATER, FLORIDA 33758-4748
MUNICIPAL SERVICES BUILDING, 100 SOUTH MYRTLE AVENUE, SUITE 220, CLEARWATER, FLORIDA 33756
TELEPHONE (727) 562-4750 FAX (727) 562-4755

ENGINEERING DEPARTMENT

June 4, 2013

Walker Parking Consultants
Attn: Mr. Uday A. Kirtikar, P. E.
4904 Eisenhower Blvd. S.
Tampa, Florida 33634

Re: Parking Consultants Agreement RFQ 13-13 2013

Dear Mr. Kirtikar:

Enclosed is your executed agreement with the City of Clearwater for Parking Consultants Agreement with your firm. In accordance with the RFQ, the intent is for the agreement to be in force for a period of three (3) years from the date of initiation, April 26, 2013.

Thank you for your interest in the City of Clearwater. We are looking forward to working with your firm on upcoming projects.

Sincerely,

A handwritten signature in black ink, appearing to read "Charles E. Wilson".

Charles E. Wilson, Senior
Parking Manager

kb

Enclosure

RECEIVED

JUN - 7 2013

**WALKER
TAMPA**



AGREEMENT
FOR
PROFESSIONAL SERVICES

This AGREEMENT is made and entered into on the 26 day of April, 2013 by and between the City of Clearwater, Florida (CITY) and Walker Parking Consultants/Engineers, Inc., (CONSULTANT).

WITNESSETH:

WHEREAS the CITY desires to engage the CONSULTANT to perform certain professional services pertinent to such work in accordance with this Agreement; and

WHEREAS the CONSULTANT desires to provide such professional services in accordance with this Agreement; and

WHEREAS the CITY selected the CONSULTANT in accordance with the competitive selection process described in Section 287.055 of the Florida Statutes, and based on information and representations given by the CONSULTANT in a proposal dated March 15, 2013:

NOW, THEREFORE, in consideration of the premises and the mutual benefits which will accrue to the parties hereto in carrying out the terms of this Agreement, it is mutually understood and agreed as follows:

1.0 GENERAL SCOPE OF THIS AGREEMENT

The relationship of the CONSULTANT to the CITY will be that of a professional consultant, and the CONSULTANT will provide the professional and technical services required under this Agreement in accordance with acceptable engineering practices and ethical standards.

2.0 PROFESSIONAL TECHNICAL SERVICES

2.1 It shall be the responsibility of the CONSULTANT to work with and for the CITY to perform an array of services for the City as it relates to creating additional parking garages and related parking facilities/operations. Representative assignment areas are expected to include, but not be limited to, planning, studies or design services as listed below:

1. Supply/Demand Study
2. Financial Feasibility Study
3. Parking Garage Operational Review (including access and revenue control equipment)
4. Parking Garage Functional Review
5. Parking Garage Site Analysis
6. Design and Construction Management

2.2 The CONSULTANT'S services under this Agreement will be provided under Work Orders, Generally, each Work Order will include the services for a single project or assignment, and it will contain a mutually agreed-upon detailed scope of work, fee, and schedule of performance in accordance with applicable fiscal and budgetary constraints. Total compensation for all services shall not exceed \$100,000 per Work Order unless specifically authorized by the City Council.

2.3 The CONSULTANT shall maintain an adequate and competent staff of professionally qualified personnel available to the CITY for the purpose of rendering the required engineering and/or architect services hereunder, and shall diligently execute the work to meet the completion time established in Work Order.

2.4 The CITY reserves the right to enter into contracts with other consulting firms for similar services. The CONSULTANT will, when directed to do so by the CITY, coordinate and work with other consulting firms retained by the CITY.

3.0 **PERIOD OF SERVICE**

3.1 The CONSULTANT shall begin work promptly after receipt of a fully executed copy of each Work Order, in accordance with Paragraph 2.2, above. Receipt of a fully executed Work Order shall constitute written notice to proceed.

3.2 If the CONSULTANT'S services called for under any Work Order are delayed for reasons beyond the CONSULTANT'S control, the time of performance shall be adjusted as appropriate.

3.3 It is the intent of the parties hereto that this Agreement continue in force until three (3) years from the date of initiation, April 18, 2013, subject to the provisions for termination

contained herein. Assignments that are in progress at the Contract termination date will be completed by the CONSULTANT unless specifically terminated by the CITY.

4.0 **INSURANCE REQUIREMENTS**

See Exhibit "B" attached.

5.0 **PROFESSIONAL SERVICES/CONSULTANT'S COMPETITIVE NEGOTIATION ACT (CCNA) - Florida Statue 287.055**

Professional Services provided under this Agreement are within the scope of the practice of architecture, landscape architecture, professional engineering, or registered land surveying, as defined by the laws of the State of Florida. Provisions of F.S. 287.055 apply.

6.0 **GENERAL CONSIDERATIONS**

- 6.1 All documents including field books, drawings, specifications, calculations, geotechnical investigation reports, etc., used in the preparation of the work shall be supplied by the CONSULTANT and shall become the property of the CITY. The CITY acknowledges that such documents are not intended or represented to be suitable for use by the CITY or others for purposes other than those for which the documents are prepared. Any reuse of these documents without written verification or adaptation by the CONSULTANT for the specific purpose intended will be at the CITY's sole risk without liability or legal exposure to the CONSULTANT.
- 6.2 The CONSULTANT shall prepare preliminary construction cost estimates with each design submittal to verify the proposed design is within the City project budgets. The CONSULTANT shall prepare a final estimate of probable construction costs, following CITY approval of the bid documents and other prebid activities. The CITY hereby acknowledges that estimates of probable construction costs cannot be guaranteed, and such estimates are not to be construed as a promise that designed facilities will not exceed a cost limitation. Should the lowest, responsive and acceptable bid price received by the CITY within three (3) months from the date of the CITY's approval of the bid documents exceed the CONSULTANT'S final cost estimate by more than ten percent (10%), the CONSULTANT shall perform a detailed evaluation of the low bid. The evaluation will review the bid prices on a line item basis, identifying areas of disagreement and providing a rationale for the difference.
- 6.3 The CONSULTANT will provide expert witnesses, if required, to testify in connection with any suit at law. A supplemental agreement will be negotiated between the CITY and the CONSULTANT describing the services desired and providing a basis for compensation to the CONSULTANT.

- 6.4 Upon the CONSULTANT'S written request, the CITY will furnish or cause to be furnished such reports, studies, instruments, documents, and other information as the CONSULTANT and CITY mutually deem necessary.
- 6.5 The CITY and the CONSULTANT each bind themselves and their successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of each other party, in respect to all covenants of this Agreement; and, neither the CITY nor the CONSULTANT will assign or transfer its interest in this Agreement without written consent of the other.
- 6.6 The CONSULTANT shall indemnify and hold harmless the CITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this Agreement and any Work Orders issued under this Agreement.
- 6.7 The CONSULTANT agrees not to engage the services of any person or persons in the employ of the CITY to an allied capacity, on either a full or part-time basis, on the date of the signing of this Agreement, or during its term.
- 6.8 Key personnel assigned to CITY projects by the CONSULTANT shall not be removed from the projects until alternate personnel acceptable to the CITY are approved in writing by the CITY. Key personnel are identified as: Project Manager and technical experts.
- 6.9 The CONSULTANT shall attach a brief status report on the project(s) with each request for payment.
- 6.10 Unless otherwise required by law or judicial order, the Engineer and or Architect agrees that it shall make no statements, press releases or other public communication concerning the Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data, technical processes, business affairs or other information obtained or furnished in the conduct of work under this Agreement without first notifying the City and securing its consent in writing. The Engineer and or Architect also agrees that it shall not publish, copyright or patent any of the site specific data or reports furnished for or resulting from work under this Agreement. This does not include materials previously or concurrently developed by the Engineer and or Architect for "In House" use. Only data and reports generated by the Engineer and or Architect under this Agreement shall be the property of the City.
- 6.11 Pursuant to Florida Statute 287-132-133, effective July 1, 1989, the City of Clearwater, as a public entity, may not accept any proposal from, award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, F.S., for Category Two (currently \$35,000) with any person or affiliate on the convicted vendor list for a period of 36 months from the date that person or affiliate was placed on the

convicted vendor list unless that person or affiliate has been removed from the list pursuant to Section 287.133 (3)(f), F.S.

7.0 **COMPENSATION**

7.1 The CONSULTANT shall be compensated for all services rendered under this Agreement in accordance with the provisions of each Work Order, upon presentation of CONSULTANT'S invoice. An hourly rate schedule and typical methods of compensation are attached hereto as Exhibit "C".

7.2 Except as may be addressed in the initiating Work Order, the compensation for services shall be invoiced by the CONSULTANT and paid by the CITY once each month. Such invoices shall be due and payable upon receipt.

7.3 The CONSULTANT agrees to allow full and open inspection of payroll records and expenditures in connection with hourly rate and cost plus fixed fee work assignments upon request of the CITY.

8.0 **PROHIBITION AGAINST CONTINGENT FEES**

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working for the CONSULTANT any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

9.0 **TERMINATION**

This Agreement may be terminated by either party with seven (7) days prior written notice, in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If this Agreement is terminated, the CONSULTANT shall be paid in accordance with the provisions of outstanding Work Orders for all work performed up to the date of termination.

10.0 **SUSPENSION, CANCELLATION OR ABANDONMENT**

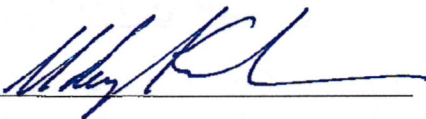
If the project described in any Work Order is suspended, canceled, or abandoned by the CITY, without affecting any other Work Order or this Agreement, the CONSULTANT shall be given five (5) days prior written notice of such action and shall be compensated for professional services provided up to the date of suspension, cancellation or abandonment.

This Agreement shall be administered and interpreted under the laws of the State of Florida.

11.0 **TERMINATION OF CONVENIENCE**

Either the CITY or the CONSULTANT may terminate the Agreement at any time by giving written notice to the other of such termination and specifying the effective date of such termination at least thirty (30) days before said termination date. If the Agreement is terminated by the CITY as provided herein, the CONSULTANT will be paid for services rendered through the date of termination.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date and year first above written.



By: Uday A. Kirtikar, P.E
Vice President/Managing Principal

WITNESS:

By: Heidi Hurtado

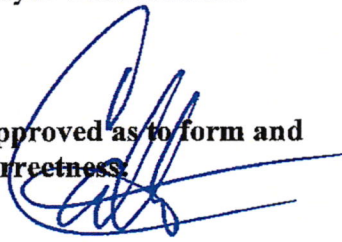
Countersigned:

- George N. Cretekos
George N. Cretekos
Mayor-Commissioner

CITY OF CLEARWATER

By: Jui Silverboard Acting for:
William B. Horne, II
City Manager

Approved as to form and
correctness



Camilo Soto
Assistant City Attorney

ATTEST:

By: Rosemarie Call
Rosemarie Call
City Clerk

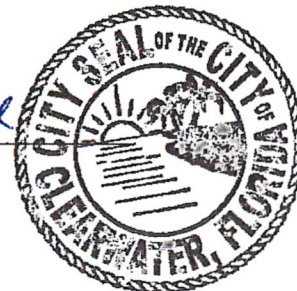


EXHIBIT "B"
RISK MANAGEMENT / INSURANCE REQUIREMENTS
FOR
AGREEMENTS AND CONTRACTS

STATEMENT OF PURPOSE: The City of Clearwater enters into agreements and contracts for services and/or products with other parties.

Agreements and contracts shall contain Risk Management/Insurance terms to protect the City's interest and to minimize its potential liabilities. Whenever applicable, the following terms shall be included in agreements and contracts.

CITY DEFINED: The term "City" (whenever it may appear in this Exhibit) is defined to mean the City of Clearwater itself, its Council, the Community Redevelopment Agency of the City of Clearwater, a Florida governmental agency created pursuant to Part III, Chapter 163, Florida Statute, its duly appointed officers, or other public bodies, officers, employees, volunteers, representatives and agents.

OTHER PARTY DEFINED: The term "Other Party" (whenever it may appear in this Exhibit) is defined to mean the other person or entity which is a party to an agreement or contract with the City, any subsidiaries or affiliates, officers, employees, volunteers, representatives, agents, contractors, and subcontractors.

HOLD HARMLESS DEFINED: The term "Hold Harmless" (whenever it may appear in this Exhibit) is defined to mean the City shall be held harmless against all claims for bodily injury, personal injury, sickness, disease, death or damage to property or loss of use resulting there from, or arising out of, the agreement or contract unless such claims are a result of the City's sole negligence.

PAYMENT ON BEHALF OF CITY DEFINED: The term "Payment on Behalf of City" (whenever it may appear in this Exhibit) is defined to mean the Other Party agrees to pay on behalf of the City, and to pay the cost of the City's legal defense, as may be selected by the City, for claims or suits arising from the fault of the Other Party or other persons employed or utilized by the Other Party in performance of the contract. Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

INSURANCE: The Other Party shall, at its own cost and expense, acquire and maintain (and cause contractors and subcontractors, if utilized, to acquire and maintain) during the term with the City, sufficient insurance to adequately protect the respective interest of the parties. Specifically the Other Party must carry the following minimum types and amounts of insurance

on an occurrence basis or in the case of coverage that cannot be obtained on an occurrence basis, then coverage can be obtained on a claims-made basis with a minimum three (3) year tail following the termination or expiration of the Agreement. These insurance requirements shall not limit the liability of the Other Party. The City does not represent that these types or amounts of insurance to be sufficient or adequate to protect the Other Party's interests or liabilities, but are merely minimums:

1. **COMMERCIAL GENERAL LIABILITY:** \$1,000,000 per occurrence, including but not limited to, bodily injury, personal injury, property damage, premises-operations, products/completed operations, contractual liability, independent contractors, and liability assumed under an insured contract. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **AUTOMOBILE LIABILITY:** \$1,000,000 per accident combined single limit, for bodily injury and property damage for any owned, non-owned, hired, or borrowed automobile.
3. **WORKERS' COMPENSATION:** Other Party will obtain and maintain during the life of this contract, Workers' Compensation insurance in accordance with the laws of the State of Florida, for all of Other Party's employees employed at the site of the project. Coverage should include Voluntary Compensation and U.S. Longshoremen's and Harbor Worker's Act coverage where applicable.
4. **EMPLOYER'S LIABILITY:** \$100,000 each employee, each accident, and \$100,000 each employee/\$500,000 policy limit for disease, and which meets all state and federal laws. Coverage must be applicable to employees, contractors, and subcontractors, if any.
5. **WATERCRAFT/AIRCRAFT LIABILITY:** If the Other Party's provision of services involves utilization of watercraft or aircraft, watercraft and/or aircraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any watercraft or aircraft, including owned, non-owned and hired.
6. **PRODUCTS/COMPLETED OPERATIONS COVERAGE:** The Other Party is required to continue to purchase products contract or agreement, for minimum of three (3) years beyond the City's acceptance of renovation or construction projects.

ACCEPTABILITY OF INSURERS: Insurance must be placed with insurers with a current A.M. Best's rating of no less than A-VII.

DEDUCTIBLES AND SELF-INSURED RETENTIONS: Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Other Party to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

ADDITIONAL INSURED: The City is to be specifically included as an additional insured on all liability coverage described above except for the Workers' Compensation and Professional Liability coverage's.

OTHER INSURANCE PROVISIONS: The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

1. **PRIMARY INSURANCE COVERAGE:** For any claims related to this Agreement, the Other Party's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Other Party's insurance and shall not contribute to it.
2. **RIGHT OF RECOVERY:** Except for Workers' Compensation, the Other Party waives its right of recovery against the City, to the extent permitted by its insurance policies.
3. **SEVERABILITY OF INTEREST/CROSS LIABILITY PROVISION:** The Other Party shall request that its insurers' policies include or be endorsed to include a Severability of Interest/Cross Liability provision so the City will be treated as if a separate policy were in existence without increasing the policy limits.
4. **HOLD HARMLESS/INDEMNIFICATION:** The Other Party shall indemnify, and hold harmless the City and its officers, employees, from liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Other Party and other persons employed or utilized by the Other Party in the performance of this Agreement and any Work Orders issued under this Agreement. Other Party acknowledges that it is solely responsible for complying with the terms of the Agreement or a purchase order or contract arising out of the Agreement (**Revised 7/9/12**).
5. **NOTICE OF CANCELLATION OR RESTRICTION:** Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice sent via certified mail, return receipt requested, has been given to the City. It is the Other Party's responsibility to ensure the notice requirement is met.

CERTIFICATE OF INSURANCE/CERTIFIED COPIES OF POLICIES: The Other Party, if selected, will provide the City with a Certificate or Certificates of Insurance showing the existence of coverage as required by the Agreement. In addition, the Other Party will provide to the City, if asked in writing, certified copies of all policies of insurance. The Other Party will maintain the required coverage with a current Certificate or Certificates of Insurance throughout the term of the Agreement with the City. New certificates and new certified copies of policies shall be provided to the City whenever any policy is renewed, revised, or obtained from other insurers.

The address where such certificates and certified policies shall be sent or delivered is as follows:

**City of Clearwater
Attention: City Clerk
P.O. Box 4748
Clearwater, FL 33758-4748**

CONSIDERATION FOR HOLD HARMLESS/PAYMENT ON BEHALF: The Other Party agrees to accept, and acknowledges as an adequate amount of remuneration, the consideration of **\$100.00** for agreeing to the Hold Harmless, Payment on Behalf of the City, Insurance and Certificates of Insurance provisions in the Agreement.

SUBCONTRACTORS: Other Party shall require and verify all subcontractors, if used, maintain insurance, including Workers' Compensation insurance, subject to all of the requirements stated herein prior to beginning work.

LOSS CONTROL/SAFETY: Precaution shall be exercised at all times by the Other Party for the protection of all persons, including employees, and property. The Other Party shall be expected to comply with all applicable laws, regulations, or ordinances related to safety and health, and shall make special efforts where appropriate to detect hazardous conditions, and shall take prompt action where loss control/safety measures should reasonably be expected.

The City may order work to be stopped if conditions exist that present immediate danger to persons or property. The Other Party acknowledges that such stoppage will not shift responsibility for any damages from the Other Party to the City.

ADDITIONAL INSURANCE FOR REPAIR OR SERVICE OR OTHER CONTRACTS:

If checked below, the City requires the following additional provisions or types of insurance for repair or service or other contracts to afford added protection against loss which could affect the work being performed:

_____ **INSTALLATION FLOATER INSURANCE:** Installation Floater insurance is to be provided to cover damage or destruction to equipment being installed or otherwise being handled or stored by the Other Party. The amount of coverage should be adequate to provide full replacement value of the equipment being installed, otherwise being handled or stored on or off premises. All risks coverage is preferred.

_____ **MOTOR TRUCK CARGO INSURANCE:** If the Installation Floater insurance does not provide transportation coverage, separate Motor Truck Cargo or Transportation

insurance is to be provided for materials or equipment transported in the Other Party's vehicles from place of receipt to building sites or other storage sites. All risks covered are preferred.

_____ **CONTRACTOR'S EQUIPMENT INSURANCE:** Contractor's Equipment insurance is to be purchased to cover loss of equipment and machinery utilized in the performance of work by the Other Party. All risks coverage is preferred.

_____ **FIDELITY/DISHONESTY INSURANCE-COVERAGE FOR EMPLOYER:** Fidelity/dishonesty insurance is to be purchased to cover dishonest acts of the Other Party's employees, including but not limited to theft of vehicles, materials, supplies, equipment, tools, etc.; especially property necessary to work performed.

_____ **FIDELITY/DISHONESTY INSURANCE-COVERAGE FOR CITY:** Fidelity/Dishonesty/Liability insurance is to be purchased or extended to cover dishonest acts of the Other Party's employees resulting in loss to the City.

ADDITIONAL INSURANCE FOR RENOVATION OR CONSTRUCTION CONTRACTS: If checked below, the City requires the following types of insurance for renovation or construction contracts. This is in addition to the required coverage's previously cited and the Additional Insurance for Repair or Service or Other Contracts.

_____ **COMMERCIAL GENERAL LIABILITY PROJECT AGGREGATE:** Because the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit is required by the City for this contract or agreement.

_____ **OWNERS PROTECTIVE LIABILITY:** For renovation or construction contracts the Other Party shall provide for the City an Owners Protective Liability insurance policy (preferably through the Other Party's insurer) in the name of the City.

_____ **BUILDER'S RISK:** Builder's Risk Insurance is to be purchased to cover all risks of loss in the complete and full value of the project with no coinsurance penalty provisions. This insurance shall insure the interests of the City, the Other Party, and all subcontractors in the work and shall insure against special form causes of loss (all risk perils), including collapse during construction, for replacement cost (including fees and charges of engineers, architects, attorneys and other professionals). The Other Party shall obtain and maintain similar property insurance on equipment, materials, supplies and other property and portions of the work stored on or off site or in transit. Builder's Risk Insurance shall be endorsed to permit occupancy until such time as the facilities are completed and accepted by the City and written notice of the fact has been issued by the City.

PROFESSIONAL LIABILITY, MALPRACTICE AND/OR ERRORS OR OMISSIONS: If checked below the City requires the following terms and types of insurance for professional, malpractice, and errors or omissions liability.

X **HOLD HARMLESS:** The following replaces the previous Hold Harmless wording:

The Other Party shall indemnify and hold harmless the City, and it's officers, employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Other Party and other persons employed or utilized by the Other Party in the performance of this Agreement and any Work Orders issued under this Agreement. The intent of this includes all claims for financial loss with respect to the provision of, or failure to, provide professional or other services resulting in professional malpractice, or errors, or omissions liability arising out of the negligent performance of this agreement or contract, unless such claims are a result of the City's own negligence. **(Revised 7/9/12).**

 X **PROFESSIONAL LIABILITY/MALPRACTICE/ERRORS OR OMISSIONS INSURANCE:** The Other Party shall purchase and maintain professional liability or malpractice or errors or omissions insurance appropriate for the type of business engaged in by the Other Party with minimum limits of \$1,000,000 per occurrence.

If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless prior policy was extended indefinitely to cover prior acts.

Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

WRITTEN AGREEMENT/CONTRACT: Any party providing services or products to the City will be expected to enter into a written agreement, contract or purchase order with the City that incorporates, either in writing or by reference, all of the pertinent provisions relating to insurance and insurance requirements as contained herein. A failure to do so may, at the sole discretion of the City, disqualify any Party from performing services or selling products to the City provided, however, the City reserves the right to waive any such requirements.

EXHIBIT "C"

PROVISION OF PAYMENT

BASIS FOR PAYMENT

The owner shall pay CONSULTANT and CONSULTANT agrees to accept as full compensation for its services (as established by Work Order) compensation as computed by one of the following methods:

Method "A" – Costs Times Multiplier Basis –

Compensation in the form of actual costs times a multiplier as determined by the following formula:

Actual raw Salary Cost (Hourly Rate) x Multiplier + Subconsultant Cost + Other Direct Costs.

Multiplier 3.6 includes fringe benefit rate, overhead, operating margin and profit and is subject to annual review.

Subconsultant Costs are actual costs incurred times a factor of 1.00. Actual costs shall be based on billing rates for required labor classifications.

Other Direct Costs are actual costs incurred for travel outside of Tampa Bay area, printing, copying, long distance telephone calls, etc., times a factor of 1.00.

Method "B" – Lump Sum –

Compensation in the form of "lump sum" for all work associated with a Work Order or task and shall be determined by mutual agreement between the CONSULTANT and the City. The lump sum amount shall be negotiated based upon the Work Order scope of services and approved by both the City and the CONSULTANT.

Hourly Rates -

The estimated hourly rates below represent 2013 costs and categories. Periodic changes are anticipated and modification can be made annually upon City and CONSULTANT review. (Note: All rates are hourly salary)

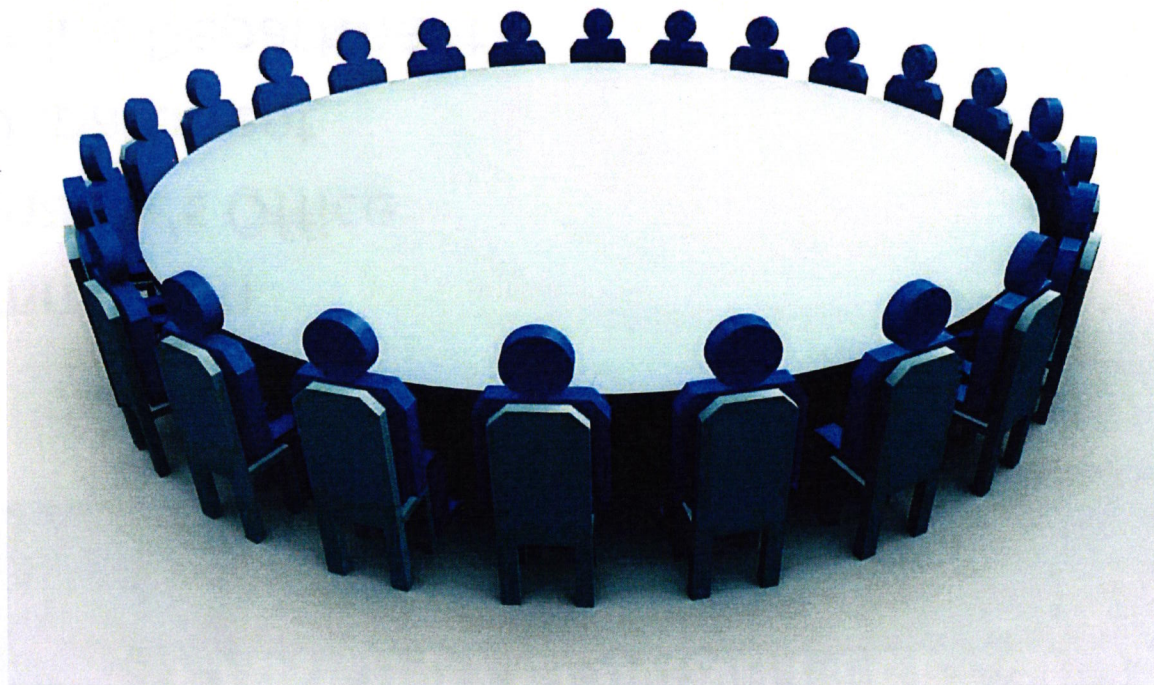
WALKER PARKING CONSULTANTS

CITY OF CLEARWATER CONSULTANT OF RECORD
RFQ 13-13 2013 DIRECT HOURLY RATES

Job Classification	Minimum	Rate (\$ / hour) Typical	Maximum
Senior Vice President/Senior Principal	\$69.50	\$77.70	\$100.00
Vice President/Officer in-Charge Principal	\$60.40	\$63.50	\$69.60
Senior Project Manager/Group Manager	\$50.00	\$50.63	\$54.55
Project Manager/Associate Principal	\$45.62	\$49.25	\$51.92
Construction Manager – N/A	N/A	N/A	N/A
Construction Engineer – N/A	N/A	N/A	N/A
Senior Engineer/Scientist	\$45.62	\$48.61	\$51.92
Engineer/Scientist (III-IV)	\$32.30	\$35.00	\$37.05
Senior Parking Consultant Engineer/Scientist (I-III)	\$50.00	\$50.63	\$54.55
Planner/Parking Consultant	\$45.62	\$48.61	\$51.92
Landscape Architect – N/A	N/A	N/A	N/A
Field Technician – N/A	N/A	N/A	N/A
Senior Designer	\$23.50	\$31.65	\$49.52
Drafter/CADD Operator/Technician	\$17.00	\$23.50	\$27.45
Operations Specialist – N/A	N/A	N/A	N/A
Fiscal/Accounting – N/A	N/A	N/A	N/A
Administrative/Clerical	\$23.60	\$21.00	\$18.30

MULTIPLIER: 3.6

PARKING COMMITTEE



PARKING COMMITTEE



- * City Commission
- * City Manager's Office
- * Police Department
- * Engineering Department
- * Planning Department
- * Public Works Department
- * Main Street Fort Pierce
- * Contributors from the Business Community

PARKING COMMITTEE RECOMMENDATIONS



301 South Ocean Drive

0.68 Acres

115' x 245'

Directly across from
St. Lucie Court Beach
Access



PARKING COMMITTEE RECOMMENDATIONS

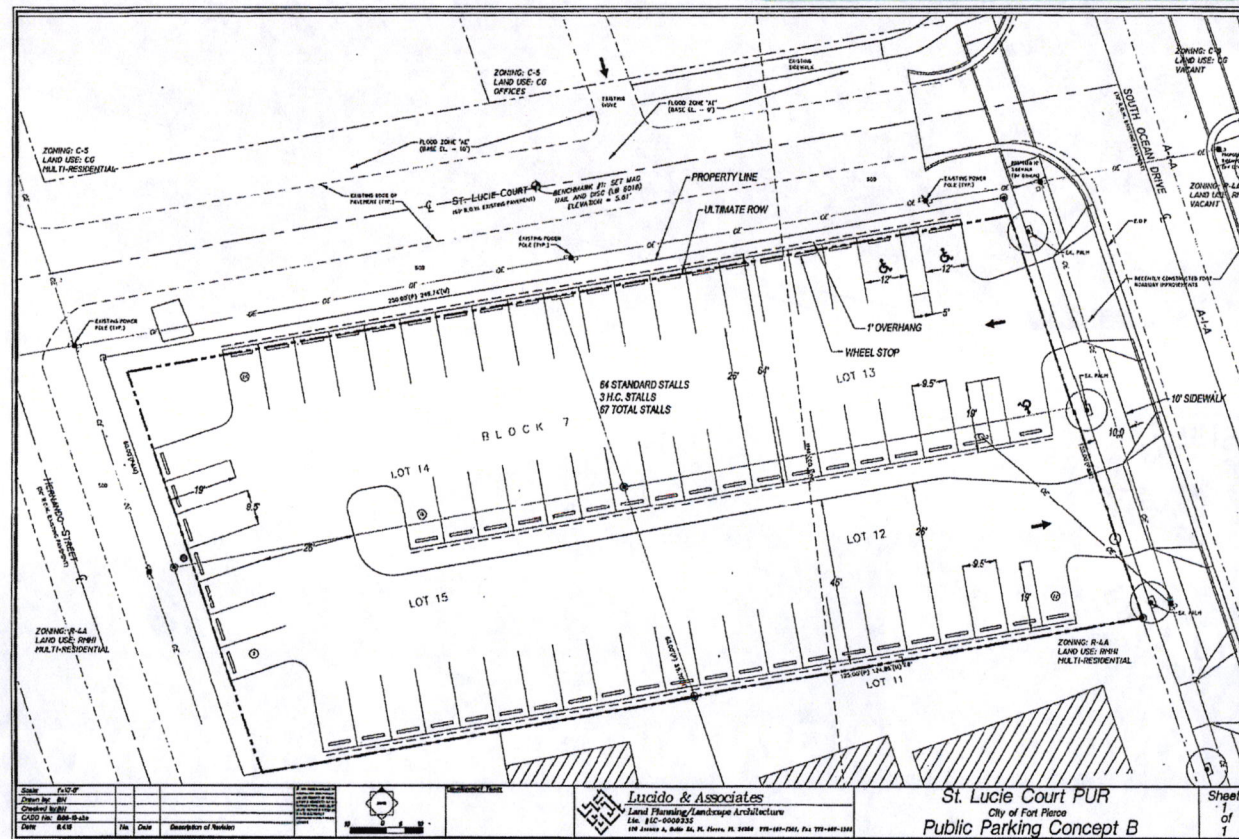


301 South Ocean Drive

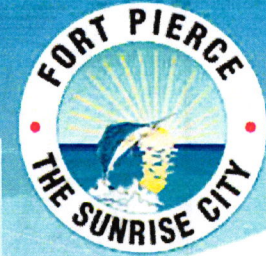
0.68 Acres

115' x 245'

Typical Surface
Parking Improvement



PARKING COMMITTEE RECOMMENDATIONS



Economic Development

Example

Deerfield Beachplace

128' x 260'

800' to beach access

360+ Parking Spaces

7 Retail Establishments



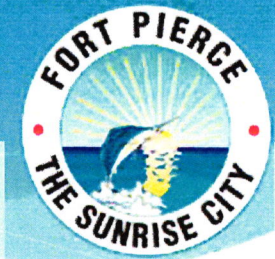
PARKING COMMITTEE RECOMMENDATIONS



- * Increase the payment in lieu of parking fees from their present values of \$2,000 per space to a more significant amount equal to current construction and acquisition costs.



PARKING COMMITTEE RECOMMENDATIONS



- * Examine capital and maintenance improvements funded by business improvement district fees or non-ad valorem assessments levied through specified municipal service benefit unit programs.

A graphic consisting of a blue arrow pointing right, with a white ribbon-like shape overlaid on it. The text "Public-Private Partnerships" is written across the ribbon, with "Public-Private" in blue and "Partnerships" in red.

Public-Private
Partnerships

PARKING COMMITTEE RECOMMENDATIONS



- * Place paid parking along streets accompanied by parking enforcement. Paid parking spaces in highly visible and highly desirable on-street areas to promote parking in designated free public parking locations.



PARKING COMMITTEE RECOMMENDATIONS



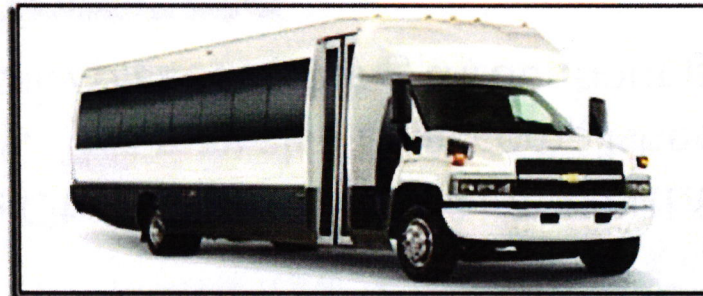
- * Consider the vertical expansion of the Saint Lucie County parking garage located at the intersection of North 2nd Street and Boston Avenue



PARKING COMMITTEE RECOMMENDATIONS



- * Support private sector efforts for localized transportation



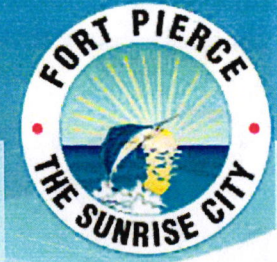
PARKING COMMITTEE RECOMMENDATIONS



- * Improve lighting and security of the City Hall parking garage to attract additional users to utilize this facility. This may also be accomplished by incorporating artwork and strategically placed lighting throughout garage area.



PARKING COMMITTEE RECOMMENDATIONS



- * Mandate City Hall and downtown employee parking on restricted levels of the City Hall parking garage



PARKING COMMITTEE RECOMMENDATIONS



- * Improve parking configuration beneath the South Bridge to incorporate additional lighting and painted murals to generate a comfortable, and secure parking area



THE END

