

PALM BEACH COUNTY

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

☒ **Consent** ☐ **Regular**

Department:

Submitted For:

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: The General Consulting Agreement with The LPA Group, Inc. for a term of two (2) years, with two one (1) year renewal options in the amount of \$1,420,544:

- | | | |
|------------|---|------------|
| • Task I | Specific Projects for 2006/2007 | \$ 920,544 |
| • Task III | Misc. and Admin. Services for 2006/2007 | \$ 500,000 |

for the performance of professional planning and design services related to the approved Palm Beach County Airports Capital Improvement Program.

Summary: In order to carry out the approved Capital Improvement Program for the County, the Department of Airports requires professional planning and design engineering services. In accordance with Florida Statutes 287.055 and the Federal Aviation Administration's Advisory Circular 150/5100-14 (current edition), The LPA Group, Inc. was competitively selected to provide these services. The first agreement of a potential multi-year contract in the amount of \$1,420,544 will provide the Department of Airports with the needed continuing professional services to implement the approved Capital Improvement Program. The services identified and negotiated are as follows: Task 1—ULDC Article 16 Zoning Update, Building 846 Demo/Apron A Expansion Design Services, North County Airport Environmental Evaluation, Existing Long Term Parking Garage Inspection/Condition Appraisal, and Maintenance Compound Improvements; and Task III—Staff Extension, Misc. Planning/Engineering/ Construction Services. Certain tasks performed during the term of this contract will be eligible for State and Federal grant participation. The proposed fee was verified in accordance with FAA Advisory Circular 150/5100-14C by use of an Independent Fee Analysis conducted by a neutral third party firm (CH2M Hill, Inc.). A DBE goal of 25% was set for this contract. The DBE participation for this contract is 28%. **Countywide (JCM)**

Background and Justification: In accordance with Florida Statutes 287.055, "The Florida Consultants Competitive Negotiations Act and the Federal Aviation Administration's Advisory Circular 150/5100-14 (current edition)", proposals were requested from interested firms and individuals to provide professional planning and design services to Palm Beach County associated with carrying out the approved Capital Improvement Program for the County Airports. On July 5, 2006, the Countywide Selection Committee selected The LPA Group, Inc. to provide the required professional services for Palm Beach County Department of Airports. This selection and project setup arrangement was approved by the BCC approximately ten (10) business days after selection.

Attachments:

- 1. Three (3) Original Contracts**

Recommended By: NA [Signature]
Department Director

Date, _____

Approved By: _____
County Administrator

11/15/06
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	<u>1,420,544</u>	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues (Grants)	<u>(251,574)</u>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>1,168,970</u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes X No _____

Budget Account No: Fund 4111 Department 121 Unit A107 Object various
Reporting Category _____

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

The Fiscal Impact is an expenditure of \$ 1,420,544. Grant funds in the amount of \$251,574 will fund a portion of the professional services contract with The LPA Group, Inc. Budget accounts are as follows: 4111-121-A107-6505 (\$917,397) and 4111-121-A258-6504 (\$503,147).

C. Departmental Fiscal Review: CM Sumner

III. REVIEW COMMENTS

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

John D. Smith 11/2/06
OFMB
11/2/06
11/02/06
DM
10-26-06

Don J. Jacobst 11/13/06
Contract Dev. and Control

B. Legal Sufficiency:

James C. Meyer 11/14/06
Assistant County Attorney

11/13/06
This Contract complies with our contract 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)

**CONTRACT FOR CONSULTING/PROFESSIONAL
SERVICES**

At

PALM BEACH COUNTY AIRPORTS

Prepared for



PALM BEACH COUNTY

Prepared by



THE LPA GROUP INCORPORATED

November 21, 2006

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CONTRACT

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

This Contract is made as of the _____ day of _____, 2006, by and between **Palm Beach County**, a Political Subdivision of the State of Florida, by and through its Board of Commissioners hereinafter referred to as the **COUNTY**, and **THE LPA GROUP INCORPORATED** [] an individual, [] a partnership, [X] a South Carolina corporation authorized to do business in the State of Florida, hereinafter referred to as the **CONSULTANT**, whose Federal I.D. number is 57-0716200.

In consideration of the mutual promises contained herein, the COUNTY and the CONSULTANT agree as follows:

ARTICLE 1 - SERVICES

The CONSULTANT'S responsibility under this Contract is to provide professional/consultation services in the area of **Airports General Consulting Services**, as more specifically set forth in the Scope of Services detailed in attached Exhibit "A".

Specifically authorized projects will be described in Task Authorizations. The CONSULTANT will prepare Task Authorizations and provide same to the COUNTY representative for action and approval. Services on any assignment shall be undertaken only upon written acceptance and notice to proceed of the Task Authorization by the COUNTY.

The COUNTY'S representative/liaison during the performance of this Contract shall be Gary Sypek, telephone no. (561)-471-7474.

The CONSULTANT'S representative/liaison during the performance of this Contract shall be Mohsen Mohammadi, telephone no. (813) 889-3892.

ARTICLE 2 - SCHEDULE

The CONSULTANT shall commence services upon execution of this Contract and written Notice To Proceed from COUNTY. The term of this Contract shall be two (2) years, with two (2) one (1)-year renewal options, the exercise of which are within COUNTY'S sole control and discretion.

Reports and other items of work shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "C" and in individual Task Authorizations.

ARTICLE 3 - PAYMENTS TO CONSULTANT

The COUNTY agrees to compensate the CONSULTANT on a lump sum and time and materials basis as described for each Task and in accordance with the pricing set forth in Exhibit "B" attached hereto and incorporated by reference herein. The Total Not-to-Exceed amount to paid to CONSULTANT for this Contract shall be **\$1,420,544.00** (One Million Four Hundred Twenty Thousand Five Hundred Forty-Four Dollars and no cents), as described in Exhibit B, attached. Expenses incurred during the course of performance of this contract, including, but not limited to, out-of-pocket expenses for travel, postage, express mail, and contracted reproduction services, shall be calculated as a lump sum percentage of the labor cost, or itemized and invoiced separately as described for each Task.

The Scope of Services, Prices and payments to CONSULTANT for year two (2) of the Contract shall be negotiated by the parties prior to the expiration of year one (1) and as the specific services needed for year two (2) can be better defined. The Scope of Services and payments for year two (2) shall be set forth in a written amendment to this contract. This process shall be followed with regard to the one (1) year renewal options, if exercised.

CONSULTANT shall notify the COUNTY'S representative in writing when 90% of this amount has been reached. The CONSULTANT will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billing for partially completed items is permitted, the total billing shall not exceed the estimated percentage of completion as of the billing date.

Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the COUNTY'S representative, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.

All requests for payment of "out-of-pocket" reimbursable expenses (excluding Lump Sum Expenses) eligible for reimbursement under the terms of this Agreement shall include copies of said receipts, invoices, or other documentation acceptable to the Palm Beach County Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the scope of work described in this Agreement. Mileage charges shall identify the destination, number of miles, rate, and purpose of travel. Duplication charges shall describe the documents, purpose of duplicating, and rate charged. Any travel, per diem, mileage, meals, or lodging expenses, which may be reimbursable under the terms of this Agreement, will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.

Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final billing to the COUNTY. This certifies that all services have been properly performed and all charges and costs have been invoiced to Palm Beach COUNTY. Since this account will thereupon be closed, any and other further charges, if not properly included on this final invoice, are waived by the CONSULTANT.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the CONSULTANT shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the CONSULTANT'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The COUNTY shall exercise its rights under this Article 4 within three (3) years following final payment.

ARTICLE 5 - TERMINATION

This Contract may be terminated by the CONSULTANT upon thirty (30) days prior written notice to the COUNTY'S representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the COUNTY the CONSULTANT shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

The CONSULTANT acknowledges that failure to comply with the conditions, specifications, or terms of this contract, or failure to timely and responsibly correct such non-compliance, will result in referral of the matter to the Director of Purchasing for consideration of suspension or debarment in accordance with the provisions of Palm Beach County Code Section.

Notwithstanding any breach of this Contract by either party nor the status of payment to the CONSULTANT, nor the COUNTY'S exercise of its rights of termination, it is hereby agreed between the parties that the copies of any and all property, work product, documentation, reports, computer systems and software, schedules, graphs, outlines, books, manuals, logs, files, deliverables, photographs, videos, tape recordings or data relating to this Contract which has been created as a part of CONSULTANT'S services, or authorized by the COUNTY as a reimbursable expense, whether generated directly by the CONSULTANT, or by or in conjunction or consultation with any other party whether or not a party to this Contract, whether or not in privity of contract with the COUNTY or CONSULTANT, and wherever located shall be the property of the COUNTY.

ARTICLE 6 - STANDARD OF CARE

The CONSULTANT has, during the selection and negotiation process which has preceded this agreement, represented to the COUNTY that the CONSULTANT is possessed of an equivalent or superior level of skill, knowledge, experience and expertise as compared to that of other engineers in CONSULTANT'S area of practice. The CONSULTANT acknowledges that the COUNTY has relied on the CONSULTANT'S representations of skill, knowledge, experience and expertise. By executing this Contract, the CONSULTANT agrees that the CONSULTANT will exercise the degree of skill, knowledge, experience and expertise, which the CONSULTANT has claimed. The CONSULTANT shall perform such duties as may be assigned without neglect. The CONSULTANT accepts the relationship of trust and confidence established by the Contract, and covenants with the COUNTY to cooperate with the COUNTY and to utilize the CONSULTANT'S best skill, efforts and judgment in furthering the interests of the COUNTY. The CONSULTANT agrees to perform each assignment in the best, most efficient and economical manner consistent with the COUNTY'S interests.

The CONSULTANT further contracts with the COUNTY to furnish its professional skill and judgment with due care in accordance with applicable Federal, State and local laws, codes and regulations as amended and supplemented which are in effect on the date of this Contract first written. It is specifically understood that the Accessibility provisions of the Americans With Disabilities Act (ADA) shall be complied with and incorporated into the Contract.

Although specific provisions of this Contract refer to some services with terms such as “complete”, “accurate”, “full extent”, “highest”, “in detail”, “verify”, “certify”, “represent”, “substantiate”, “inspect”, “monitor”, “discover”, “as often as necessary”, “approve”, “accept”, “reject”, and “enforce”, such terms and similar terms shall be qualified by the standard of care stated in the preceding two paragraphs.

The CONSULTANT shall not be responsible for the means, methods, techniques, sequences and operations of construction and safety precautions and programs except as provided in the Construction Documents.

ARTICLE 7 - SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONSULTANT is encouraged to seek Disadvantaged Business Enterprises for participation in subcontracting opportunities. For services rendered by subcontractors retained by the CONSULTANT in connection with all services, the COUNTY shall pay the actual subcontractor fees to be paid by the CONSULTANT for these services.

The following SUBCONSULTANTS are anticipated to be utilized by the CONSULTANT, as necessary and approved by the COUNTY, to assist in the completion of various task authorizations:

- Brown & Philips Land Surveyors, Inc. (BBE) – Topographic Surveying and Mapping
- Bowen Engineering, Inc. (MBE) – Structural Engineering Services
- Environmental Science Associates – Environmental Services / Airport Planning Services / Noise Analysis Services
- Gartek Engineering Corp. (MBE) – Mechanical/Plumbing/Fire Protection Engineering Services
- Hillers Electrical Engineering (HBE) – Airfield Electrical Engineering / NAVAIDS
- Nodarse & Associates, Inc. (WBE) – Geotechnical / Quality Assurance Testing
- Scheda Ecological Associates, Inc. (SBE) – Environmental Services (Natural Resources)

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

In accordance with the Department of Transportation Federal Regulations, CFR 49, Part 26 and Palm Beach COUNTY Disadvantaged Business Enterprise (DBE) Ordinance #91-34, the CONSULTANT agrees to the DBE participation for this contract as specified below:

{Defined By Task Authorization}	% Black Participation
“	% Hispanic Participation
“	% Women Participation
”	% Other (to be used in any category)

At Least 28% DBE Participation In Total Contract
(based on dollar value of compensation)

The CONSULTANT agrees to abide by all provisions of the Department of Transportation Federal Regulations and Palm Beach County Code and understands that failure to comply with any of the requirements will be considered a breach of contract.

The CONSULTANT hereby warrants that Schedule 1 (Participation by Disadvantaged Business Enterprises) and Schedule 2 (Letter of Intent) attached hereto and made a part hereof, include the names, addresses, scope of work, and dollar value of the DBE participation signed by each of the listed DBE subconsultants on Schedule 1 agreeing to perform the contract at the listed dollar value.

The CONSULTANT understands that each DBE firm utilized on this contract must be certified by Palm Beach County Department of Airports in order to be counted toward the contract goal.

The CONSULTANT understands that it is the responsibility of the Department awarding the Contract and the Airport's Minority Affairs Office to monitor compliance with the DBE Ordinance requirements. The CONSULTANT shall furnish progress payment reports, with each billing, to the COUNTY Representative for use of both parties on the progress of the DBE participation for this contract.

The CONSULTANT shall provide the Airport's Minority Affairs Office a copy of the CONSULTANT'S contract with the DBE subconsultant or any other related documentation upon request.

CONSULTANT acknowledges and understands the requirements to comply with the tasks and proportionate dollar amounts throughout the term of the contract as it relates to the use of DBE firms. Any DBEs, which cease to remain associated with this Contract, shall be replaced with other certified DBEs, unless approval to the contrary is granted by the COUNTY. A detailed written request must be submitted to the COUNTY for approval for all substitutions of subconsultants.

The CONSULTANT understands the requirements to comply with the tasks and proportioned dollar amounts throughout the term of the contract as it relates to the use of DBE firms.

The CONSULTANT acknowledges and understands that it is prohibited from making any agreements with the DBE in which the DBE promises not to provide subconsultants quotations to other bidders or potential bidders.

CONSULTANT will only be permitted to replace a certified DBE subcontractor who is unwilling or unable to perform. Such substitutions must be done with another certified DBE in order to maintain the DBE percentages established in this contract. If CONSULTANT cannot find a certified DBE to replace the originally proposed DBE, the CONSULTANT must establish that it has exercised good faith efforts in an attempt to do so. Requests for substitutions of DBE must be submitted to the COUNTY'S representative, with a copy to the Airport's Minority Affairs Office.

The CONSULTANT shall maintain all relevant records and information necessary to document compliance with the Federal Regulations, CFR 49 - Part 26 and Airports' DBE Program and will allow the COUNTY to inspect such records.

The CONSULTANT shall certify in writing that all subcontractors, subconsultants and suppliers have been paid for accepted work and materials from previous progress payments received by the CONSULTANT prior to receipt of any further progress payments. During the Contract and upon completion of the Contract, the COUNTY may request documentation to certify payment to subcontractors, subconsultants or suppliers. This provision in no way creates any contractual relationship between any subcontractor, subconsultant or supplier and the COUNTY or any liability on the COUNTY for the CONSULTANT'S failure to make timely payment to the subcontractor, subconsultant or supplier.

ARTICLE 8 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONSULTANT authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The CONSULTANT shall be responsible for payment of its own and its share of its employees' payroll taxes, and benefits with respect to this Contract.

ARTICLE 9 - AVAILABILITY OF FUNDS

The COUNTY'S performance and obligation to pay under this Contract are contingent upon an annual appropriation for its purpose by the Board of COUNTY Commissioners.

ARTICLE 10 - INSURANCE

- A. CONSULTANT shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by CONSULTANT are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONSULTANT under the contract.
- B. **Commercial General Liability** CONSULTANT shall agree to maintain Commercial General Liability at a limit of liability not less than **\$1,000,000** Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. CONSULTANT shall provide this coverage on a primary basis.
- C. **Business Automobile Liability** CONSULTANT shall maintain Business Automobile Liability at a limit of liability not less than **\$1,000,000** Each Occurrence for all owned, non-owned and hired automobiles. In the event CONSULTANT doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing CONSULTANT to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. CONSULTANT shall provide this coverage on a primary basis.
- D. **Worker's Compensation Insurance & Employers Liability** CONSULTANT shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. CONSULTANT shall provide this coverage on a primary basis.
- E. **Professional Liability** CONSULTANT shall maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than **\$2,000,000** Per Occurrence. When a self-insured retention (SIR) or deductible exceeds **\$10,000**, COUNTY reserves the right, but not the obligation, to review and request a copy of CONSULTANT'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, CONSULTANT shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, CONSULTANT shall purchase a SERP with a minimum reporting period not less than 3 years. CONSULTANT shall provide this coverage on a primary basis.

- F. **Additional Insured** CONSULTANT shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." CONSULTANT shall provide the Additional Insured endorsements coverage on a primary basis.
- G. **Waiver of Subrogation** CONSULTANT hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONSULTANT shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should CONSULTANT enter into such an agreement on a pre-loss basis.
- H. **Certificate(s) of Insurance** Immediately following notification of the award of this Contract, CONSULTANT shall deliver to the COUNTY a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage.
- I. **Umbrella or Excess Liability** If necessary, CONSULTANT may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- J. **Right to Review** COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

ARTICLE 11 - INDEMNIFICATION

The CONSULTANT shall protect, defend, reimburse, indemnify and hold the COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their negligent performance of the terms of this Contract or due to the errors or omissions of the CONSULTANT.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

The COUNTY and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONSULTANT shall assign, sublet, convey or transfer its interest in this Contract without the prior

written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONSULTANT.

ARTICLE 13 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 14 - CONFLICT OF INTEREST

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Florida Statutes 112.311. The CONSULTANT further represents that no person having any interest shall be employed for said performance.

The CONSULTANT shall promptly notify the COUNTY'S representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the CONSULTANT'S judgment or quality or services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONSULTANT. The COUNTY agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the COUNTY shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONSULTANT under the terms of this Contract.

ARTICLE 15 - EXCUSABLE DELAYS

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONSULTANT or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the CONSULTANT'S request, the COUNTY shall consider the facts and extent of any failure to perform work and, if the CONSULTANT'S failure to perform the work was without it or its subcontractors' fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 16 - ARREARS

The CONSULTANT shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONSULTANT further

warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONSULTANT shall deliver to the COUNTY'S representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data bases, reports and other data developed, or purchased, under this Contract for or at the COUNTY'S expense shall become the property of the COUNTY upon completion of the contract and payment in full of all monies due the CONSULTANT.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONSULTANT is, and shall be, in the performance of all work, service and activities under this Contract, an Independent Contractor; and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONSULTANT'S sole discretion, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The CONSULTANT does not have the power or authority to bind the COUNTY in any promise, agreement or representation other than specifically provided for in this agreement.

ARTICLE 19 - 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 Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award of making of this Contract.

ARTICLE 20 - ACCESS AND AUDITS

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT'S place of business.

ARTICLE 21 - NONDISCRIMINATION

The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

ARTICLE 22 - AUTHORITY TO PRACTICE

The CONSULTANT hereby represents that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY'S representative upon request.

ARTICLE 23 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provisions, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 24 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133 by entering into this contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 25 - MODIFICATIONS OF SERVICES

The COUNTY reserves the right to make changes in Scope of Services, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the COUNTY'S notification of a contemplated change, the CONSULTANT shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall effect the CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the CONSULTANT shall suspend services on that portion of the Scope of Services affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate a Contract Amendment and the CONSULTANT shall not commence services on any such change until such written amendment is signed by the CONSULTANT and approved and executed by the Board of COUNTY Commissioners for Palm Beach COUNTY.

ARTICLE 26 - FEDERAL AVIATION ADMINISTRATION PROVISIONS

The CONSULTANT shall comply with the FAA mandated provisions contained in Exhibit E.

ARTICLE 27--NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the COUNTY shall be mailed to:

Gary Sypek, Director of Planning
Department of Airports/Planning & Development Division
846 Palm Beach International Airport
West Palm Beach, Florida 33406

and if sent to the CONSULTANT shall be mailed to:

NOTICES

Mohsen Mohammadi, Ph.D., P.E. – Program Manager
THE LPA GROUP INCORPORATED
4503 Woodland Corporate Boulevard
Suite 400
Tampa, Florida 33614

PAYMENTS

THE LPA GROUP INCORPORATED
P.O. Box 5805
Columbia, South Carolina 29250

ARTICLE 28 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CONSULTANT agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25 - Modifications of Services.

List of Attachments:

CERTIFICATE OF INSURANCE

EXHIBIT "A" – GENERAL SCOPE OF SERVICES

TASK I – PLANNING, DESIGN, AND CONSTRUCTION

TASK II – ANNUAL SERVICES

TASK III – MISC. PLANNING AND ENGINEERING SERVICES

EXHIBIT "A-I-1", TASK I-01-DOA-L-001 (Article 16 – Zoning Update)

EXHIBIT "A-I-2", TASK I-01-PBI-L-002 (Building 845 Demolition/Construct Apron A)

EXHIBIT "A-I-3", TASK I-01-F45-L-003 (North County Site Regulatory Requirements
Services)

EXHIBIT "A-I-4", TASK I-01-PBI-L-004 (Longterm Parking Garage Inspection)

EXHIBIT "A-I-5", TASK I-01-DOA-L-005 (Maintenance Compound Improvements)

EXHIBIT "B" – DETAILED FEES, EXPENSES, AND PAYMENTS...

TABLE I – SCHEDULE OF HOURLY LABOR BILLING RATES

TABLE II – SCHEDULE OF SUBSISTENCE AND REIMBURSABLE EXPENSES

EXHIBIT "B-I-1", TASK I-01-DOA-L-001 (Article 16 – Zoning Update)

EXHIBIT "B-I-2", TASK I-01-PBI-L-002 (Building 845 Demolition/Construct Apron A)

EXHIBIT "B-I-3", TASK I-01-F45-L-003 (North County Site Regulatory Requirements
Services)

EXHIBIT "B-I-4", TASK I-01-PBI-L-004 (Longterm Parking Garage Inspection)

EXHIBIT "B-I-5", TASK I-01-DOA-L-005 (Maintenance Compound Improvements)

EXHIBIT "C" – PROPOSED SCHEDULES

EXHIBIT "C-I-1", TASK I-01-DOA-L-001 (Article 16 – Zoning Update)

EXHIBIT "C-I-2", TASK I-01-PBI-L-002 (Building 845 Demolition/Construct Apron A)

EXHIBIT "C-I-3", TASK I-01-F45-L-003 (North County Site Regulatory Requirements
Services)

EXHIBIT "C-I-4", TASK I-01-PBI-L-004 (Longterm Parking Garage Inspection)

EXHIBIT "C-I-5", TASK I-01-DOA-L-005 (Maintenance Compound Improvements)

EXHIBIT "D" – DBE

SCHEDULE 1 – PARTICIPATION BY DBE

SCHEDULE 2 – LETTERS OF INTENT

**EXHIBIT "E" – ADDITIONAL CONTRACT REQUIREMENTS FOR
FEDERALLY FUNDED PROJECTS**

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and CONSULTANT has hereunto set its hand the day and year above written.

ATTEST:
SHARON R. BOCK

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

By: _____
Clerk

By: _____
Addie L. Greene, Chairperson

WITNESS:

CONSULTANT:

Barbara J. Severs
Signature

THE LPA GROUP INCORPORATED
Company Name

Barbara J. Severs
Name (Type or Print)

Mohsen Mohammadi
Signature

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

Mohsen Mohammadi
Name (Type or Print)

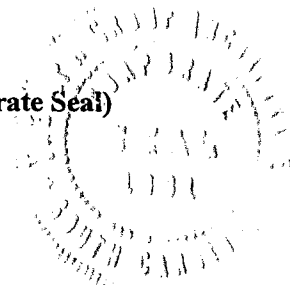
By: _____
County Attorney

Vice President
Title

APPROVED AS TO TERMS AND CONDITIONS

By: Sam Pezz
Director of Airports

(Corporate Seal)



CERTIFICATE OF INSURANCE

ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID LG LPAGR-1	DATE (MM/DD/YYYY) 10/12/06
PRODUCER Keenan & Suggs, Inc. P.O. Box 8087 Columbia SC 29202-8087 Phone: 803-799-5533 Fax: 803-771-0166		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED THE LPA GROUP INCORPORATED The LPA GROUP of North Carolina, p.a. P O Box 5805 Columbia SC 29250		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Cincinnati Insurance Company	
		INSURER B: Cincinnati Casualty Co	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES							
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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual <input checked="" type="checkbox"/> DED. \$10,000.00 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CPP0745354	08/01/06	08/01/07	EACH OCCURRENCE	\$ 1000000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100000
						MED EXP (Any one person)	\$ 5000
						PERSONAL & ADV INJURY	\$ 1000000
						GENERAL AGGREGATE	\$ 1000000
						PRODUCTS - COM/OP AGG	\$ 1000000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CPP0745354	08/01/06	08/01/07	COMBINED SINGLE LIMIT (Ea accident)	\$ 1000000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$	CPP0745354	08/01/06	08/01/07	EACH OCCURRENCE	\$ 9000000
						AGGREGATE	\$ 9000000
							\$
							\$
							\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WC191564900	08/01/06	08/01/07	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
						E.L. EACH ACCIDENT	\$ 500000
						E.L. DISEASE - EA EMPLOYEE	\$ 500000
						E.L. DISEASE - POLICY LIMIT	\$ 500000
A			CPP0745354	08/01/06	08/01/07	Valuable Paper	750,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS							
RE: Airport Consulting/Engineering Services. Palm Beach County Board of Commissioners, a political subdivision of the State of Florida, its officers, employees and agents are additional insureds. Waiver of Subrogation provided.							

CERTIFICATE HOLDER		CANCELLATION
PALMBEA Palm Beach County Dept of Airports, Attn: Nancy Herrera Planning & Development Divis 846 Palm Beach Int'l Airport West Palm Beach FL 33406		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Lawrence Suggs</i>

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.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/15/06PRODUCER
Ames & Gough
8300 Greensboro Drive, Suite 980
McLean, VA 22102
703-827-2277

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
The LPA Group Incorporated
700 Huger Street
P. O. Box 5805
Columbia, SC 29250

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Continental Casualty Company

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY				EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				MED EXP (Any one person) \$
					PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
	EXCESS/UMBRELLA LIABILITY				AUTO ONLY: AGG \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				EACH OCCURRENCE \$
	DEDUCTIBLE				AGGREGATE \$
	RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$
	OTHER				E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability	AEH 00 301 02 94	07/01/06	07/01/07	\$5,000,000 Per Claim \$5,000,000 Annual Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

REFERENCE: Airport Consulting/Engineering Services

*Cancellation Notice: In the event the above policy is canceled, non-renewed or materially changed (materially changed defined as a reduction in the policy limit by endorsement during the policy period) prior to the expiration date thereof, the Company will provide 30 days written notice to the certificate holder named below.

CERTIFICATE HOLDER

CANCELLATION

Palm Beach Co. Dept. of Airports
Attn: Nancy Herrera
Planning & Development Division
846 Palm Beach Int'l. Airport
West Palm Beach, FL 33406SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2001/08)

© ACORD CORPORATION 1988

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.

EXHIBIT “A”

**GENERAL SCOPE OF
SERVICES**

EXHIBIT "A"
GENERAL SCOPE OF SERVICES

GENERAL

The services to be provided will be on a general-consulting basis. Services will be divided into three general tasks. Task I shall be "Basic," which consists of all efforts relating to specific planning, design and construction projects. Task II shall consist of "Annual Services." Task III shall consist of "Miscellaneous Planning and Engineering" services. Each task is further described below.

The CONSULTANT shall provide these services in accordance with the "Design Guidelines Manual" prepared by the Palm Beach Department of Airports. This includes the general requirements regarding submittals, meetings, and reports.

Specifically authorized projects will be described in Task Authorizations. The CONSULTANT will prepare Task Authorizations and provide to the COUNTY representative for action and approval. Services on any assignment shall be undertaken only upon written acceptance and notice to proceed of the Task Authorization by the COUNTY.

The CONSULTANT agrees to provide professional services in accordance with the project schedule and phasing established within each Task Authorization. Fees for the services are as shown in Exhibit B and will be included in each Task Authorization. If there are any inconsistencies between this Exhibit A and the Task Authorizations, it is agreed that the Task Authorizations are more exact for the specific project and will govern.

Most Professional Services will be divided into two categories of services: Basic Services and Special Services in accordance with industry standards. Basic Services shall be completely defined within the Task Authorization by a scope, fee and schedule. Special Services are services that can reasonably be anticipated but cannot be defined until further into the effort. Special Services shall be performed as approved by the COUNTY representative in writing and as funds are available. A preset maximum funding for Special Services will be included in the Task Authorization. If additional funding is required due to field conditions, COUNTY and CONSULTANT shall either modify the project or COUNTY will commit additional funding.

TASK I - PLANNING, DESIGN AND CONSTRUCTION

A. General

CONSULTANT shall perform professional planning, design and construction related services in connection with specifically authorized projects as described herein. Services shall consist of:

1. Airport Master Plans
2. Environmental Assessments
3. Environmental Impact Statements
4. FAR Part 150 Noise Studies

5. Financial Studies
6. Economic Impact Studies
7. Civil Engineering
8. Structural Engineering
9. Mechanical Engineering
10. Electrical Engineering
11. Transportation Engineering
12. Architectural Planning
13. Architectural Design
14. Architectural Interior Services
15. Other Planning, Design and Construction Related Services as requested by COUNTY and agreed to by CONSULTANT

B. Planning Studies

Planning studies are unique to each project and must be described in detail in a Task Authorization. In general, the CONSULTANT will prepare interim reports as the study progresses for COUNTY review and comment. A draft of all submittals will first be provided to the COUNTY'S representative for review prior to release elsewhere. The CONSULTANT and COUNTY will coordinate all of the services required.

C. Design Services

The CONSULTANT'S performance is divided into two categories of services: Basic Services and Special Services. Basic Services shall be performed as detailed in the Task Authorization. Special Services will be performed as authorized by the COUNTY'S representative.

Basic Services

Typically basic services will follow five distinct phases. Phase 1 consists of Program Verification (Phase 1A) and Schematic Design (Phase 1B). Phase 2 is Design Development. Phase 3 consists of substantial completion (60%) of the Contract Documents (Phase 3A) and the final completion (100%) of Bid Documents (Phase 3B). Phase 4 consists of Bidding and Award of Contract requirements. Phase 5 consists of Construction Administration.

For most projects, DOA will have prepared a Project Book prior to entering into negotiations with the A/E. This Project Book will include substantial information on the program, design criteria, as-built conditions, existing site conditions, etc.

A brief definition follows for each of the Phases:

PHASE 1A - Analyze and verify all Program information as furnished by DOA. Identify any deficiencies or conflicts.

PHASE 1B - Prepare a graphic and written response to the Program, including the conceptual development of all significant project elements and the projected costs for the project.

- PHASE 2 - Develop the approved Schematic Design Document from Phase 1B to define all Project elements and solidify all major components prior to the start of the Contract Documents. Determine the Project budget for construction costs and develop preliminary schedule/phasing plans.
- PHASE 3A - Develop the Contract Documents to a predetermined completion milestone (60% of completion). Determine the Project Preliminary Cost Estimate and prepare Schedule/Phasing Plans.
- PHASE 3B - Complete the Contract Documents to 90% to allow the Project to be reviewed and preliminarily submitted for permitting. Determine the CONSULTANT'S Project Cost Estimate.
- PHASE 3C - Complete the Contract Documents to 100% to allow the Project to be permitted, bid, and constructed. Determine the CONSULTANT'S Final Project Cost Estimate.
- PHASE 4 - Assist the COUNTY in obtaining Bids and in the award of a Contract as required.
- PHASE 5- Assist the COUNTY in administration of the construction contract.

The following paragraphs synopsize the CONSULTANT'S typical requirements:

PHASE 1A - PROGRAM VERIFICATION

The CONSULTANT shall verify the accuracy and adequacy of all drawings, budget costs, design guidelines and other data and information furnished by DOA with emphasis on the following areas:

1. Examine program reports and drawings and verify project physical spatial characteristics, user requirements, program completeness and program adherence to design guidelines.
2. Examine record drawings for completeness and accuracy and verify all as-built conditions as well as existing conditions in the field.
3. Examine in detail the DOA estimated project construction costs, and inform DOA in writing of any serious discrepancies and/or deficiencies that would require additional funds to construct and complete the Project.
4. Examine available site utilities information and verify that existing utilities are or are not in conflict with proposed construction and are or are not sufficient to provide the proposed additional facilities with an acceptable level of services.
5. Evaluate survey information provided (if any) and verify probable accuracy and adequacy for the project.
6. Examine available soils data provided (if any) and prepare soil boring location plan and specify other required soil tests and investigations.
7. Identify any apparent deficiencies in the available information and prepare specific requirements in writing depicting any further investigations required to develop that

additional information. Verify and assume responsibility for the validity, interpretation, application and use of all such supplemental information and data obtained by others.

8. Identify and verify Federal and State funding for the project, if applicable.

PHASE 1B - SCHEMATIC DESIGN

The CONSULTANT shall only begin this sub-phase when satisfied that all program requirements have been identified, all budget costs verified, and the COUNTY Representative has issued a phase authorization to prepare the Schematic Design Documents.

The CONSULTANT shall review preliminary Project concepts with the COUNTY Representative, and other DOA Divisions as appropriate for the type of Project and with all Agencies and other approval authorities with respect to the Project. Those changes and/or modifications that were jointly agreed upon must be addressed by the CONSULTANT and the necessary inclusions made in subsequent phases to the Contract Documents. The purpose of the review and comment solicitation is to endeavor to ensure that the Contract Documents and all facilities constructed in accordance therewith will meet all applicable requirements for later obtaining the necessary permits and approvals for the Project.

The CONSULTANT shall prepare scaled planning stage schematic drawings that clearly depict the limits of construction, airport operations during and after Project completion, general utilities, drainage, environmental impact if any, required surveying and subsurface investigations and probable construction costs. The Schematic Design Concepts shall be presented in exhibit form to DOA and other interested Agencies and Authorities. A detailed Schematic Design Narrative Report documenting all of the Schematic Sub-Phase findings and recommendations shall be submitted to DOA for review and approval. As a part of this Sub-Phase, the CONSULTANT shall prepare the following:

A) Construction Schedule

A conceptual Project Construction Schedule shall be submitted in an approved format and shall consist of a preliminary schedule showing the proposed probable completion date of each Phase and Sub-Phase for the Project through Design Development, 60% and 100% Contract Documents, Bid Documents, Bidding of Work, performance of the Work by the Contractor and final acceptance of the Work by the COUNTY.

B) Schematic Design Studies

These Schematic Design Studies should be preliminary in nature and scope, and must be further defined and amplifying details shall be developed by the CONSULTANT during subsequent phases of the Project design.

C) Grading, Paving, Drainage, and Utilities (if applicable)

The CONSULTANT shall prepare Plan(s) showing pavement and drainage layout(s) with direction of storm water flows to each ponding area and/or inlet. The Schematic Design Narrative Report shall provide paving, grading, drainage, and utilities calculations in sufficient

detail to give assurance that the Project can be used under the approved design aircraft/service vehicle loadings and design storm conditions.

D) Maintenance of Traffic (MOT) and Safety Plans (if applicable)

The CONSULTANT shall prepare conceptual construction MOT and Airside Operations Area (AOA) Security and Safety Plan(s) in sufficient detail to show how construction can be accomplished while meeting DOA Airside or Landside Operational Constraints. The Security and Safety Plan(s) shall delineate the nature, extent and location(s) of site access and haul routes and depict all required barricading, signing, marking and safety lighting required for the Project. The Security and Safety Plans shall meet FAA Advisory Circular criteria for Safety During Construction.

E) Work Staging

The CONSULTANT shall develop a conceptual Work Staging Plan, which minimizes and avoids adverse impacts to existing Airside Airline Operations. The CONSULTANT shall advise the COUNTY Representative, in writing, of any potential adverse impacts and any estimated increase in Project costs and/or any time extension effect that would result from such a Work Staging Plan. If identified in the Scope of Services, a series of alternative Work Staging Plan(s) may be developed by the CONSULTANT with associated cost and time extension and also be submitted to the COUNTY Representative, along with an analysis of pertinent factors and relative merits of each Plan, even if such alternative Plan(s) would adversely impact Airside or Landside Airline Operations. The decision as to which Work Staging Plan to issue will be made by the COUNTY, and the CONSULTANT will be informed of such decision in writing by the COUNTY Representative.

F) Preliminary Outline Specifications

The CONSULTANT shall prepare preliminary Outline Specifications, which will describe the technical requirements of all construction work being proposed for the Project, all of which will be considerations in developing the Project Budget Costs during the subsequent Design Development Phase.

G) Phase Submittal Requirements

The CONSULTANT shall submit eight (8) copies of the Schematic Design Narrative Report required under this Phase for review and approval by the COUNTY. The CONSULTANT shall not proceed with the following "Phase 2 - Design Development" until the Schematic Design has been reviewed and approved by the COUNTY Representative, the interested Department of Airports Divisions, the affected Airlines and other airport Users; and written approval with appropriate comments are received from the COUNTY and approval has been issued to the CONSULTANT by the COUNTY Representative.

PHASE 2 - DESIGN DEVELOPMENT (30% DESIGN)

Following Schematic Design approval and upon receipt of the COUNTY Representative's written authorization to initiate Phase 2, the CONSULTANT shall prepare Design Development

Documents from the approved Schematic Design Documents which clearly define the engineering and/or architectural elements of the Project. Design Development may proceed concurrently with exploratory subsurface investigations and an engineering survey, if required.

- A) The Design Development Documents shall consist of and further define:
1. All horizontal and critical elements of vertical geometry
 2. Limits of construction
 3. Clearing and demolition requirements
 4. Drainage systems
 5. Existing utilities
 6. Existing utility relocation
 7. Proposed utilities
 8. Typical grading, paving and drainage sections and details
 9. Schematic architectural layout
 10. Schematic floor plans and elevations
 11. Update construction schedule
 12. Outline specifications
 13. Other major engineering elements and architectural elements to the degree required to provide a complete understanding of the elements of the Design Project, the CONSULTANT proposed design treatment of these elements and the development of probable Project Budget Costs for construction.
- B) The Plans to be provided for the Design Development review submittal shall include, but are not limited to:
1. Cover Sheet
 2. Project Area Plan
 3. Project Key Sheet
 4. Site Location Plan
 5. Typical Sections
 6. Preliminary Paving Plans
 7. Preliminary Grading and Drainage Plans
 8. Preliminary Site Utility Plans (Existing, Relocated and Proposed)
 9. Airfield Lighting, Roadway Lighting and Apron Lighting Plans, if applicable
 10. Architectural Plans (Concept)
 11. Landscape Concept(s)
 12. Typical Details for Pavements, Pavement Markings, Signage, Drainage, Utilities and other Miscellaneous Details

Design Development Layout and Location Plans should be the same scale as intended for the Construction Documents set. Plans should be sufficiently detailed to convey the CONSULTANT'S design intentions and to confirm the feasibility of space arrangements. Profiles, grading contours (initially only, show spot elevations), precise dimensioning and specific detailing may be omitted in this Phase.

The CONSULTANT shall prepare and submit an Engineer's Design Report covering all findings

and recommendations developed throughout the Design Development Stage including an updated Construction Schedule and estimate of probable Project Budget Costs for Construction.

The CONSULTANT jointly with the COUNTY Representative, to the extent applicable based on changes and/or modifications affected during the Design Development Phase shall review pertinent Documents with the Agencies and Authorities previously consulted in Phase 1B having permitting or other approval Authority with respect to the Project, in order to obtain any changes in the comments and judgment of such agencies. Any further changes and/or modifications that were jointly agreed upon must be addressed by the CONSULTANT and the necessary inclusions made to the Contract Documents in Phase 2, as applicable.

The CONSULTANT shall submit eight (8) copies of all Documents required under this Phase 2 for review comments and approval by the COUNTY. The CONSULTANT shall not proceed with the following Phase 3 - Contract Documents until the Design Development has been reviewed and approved by the COUNTY Representative; the interested Department of Airports Divisions; Air Transport Association (ATA); the affected Airlines and other Airport Users; and written approval with appropriate comments is received from the COUNTY and approval has been issued to initiate the Contract Documents 60% Submittal Phase.

PHASE 3 - CONTRACT DOCUMENTS

Following Design Development approval and upon receipt from the COUNTY Representative of written authorization to initiate Phase 3A, the CONSULTANT shall develop 60% Complete Contract Documents from the approved Design Development Documents. The COUNTY and the CONSULTANT shall mutually agree upon the content to be provided in these documents.

PHASE 3A - 60% SUBMITTAL

The 60% Complete Contract Documents should include, but are not limited to:

1. Sections and Details
2. Survey Control Plan, including Horizontal Control Points and Vertical Benchmarks
3. Layout Plan(s) with specific dimensions
4. Details and Sections of miscellaneous items
5. Grading, Paving, Drainage and Site Utilities Plans
6. Schedule/Phasing Plans
7. Lighting Plans (Airfield and/or Apron and Roadway)
8. Preliminary MOT and Safety Plans
9. Draft Engineer's Report (FAA-AIP Projects)
10. 60% Building Plans (Architectural, Structural, Mechanical & Electrical)
11. Draft Technical Specifications
12. Preliminary Project Construction Cost Estimate
13. Define Quality Assurance and Quality Control Procedures

This submittal shall include a Preliminary Cost Estimate for construction and an estimate of the

probable Construction Schedule, and any changes in the size and scope of the Project, if such changes substantially alter the amount of previous Probable Project Construction Budget Cost Estimates.

The CONSULTANT shall submit eight (8) copies of all Contract Documents required under this Phase 3A for review comments and approval by the COUNTY. The CONSULTANT shall not proceed with Phase 3B until the 60% Complete Contract Documents have been reviewed and approved by the COUNTY Representative, the interested Department of Airports Divisions, and written approval is received from the COUNTY.

PHASE 3B - 90% SUBMITTAL

The 90% Complete Contract Documents should include, but are not limited to:

1. Pre-Final Plans from previous submittal(s), as applicable
2. Complete Sections and Details
3. Complete Plans and Details showing all dimensions and miscellaneous items
4. Pre-Final Grading, Paving, Drainage and Utilities Plans
5. Pre-Final Lighting Plans (Airfield and/or Apron and Roadway)
6. Pre-Final MOT and Safety Plans
7. Complete Documents ready for Bidding and Permitting
8. Complete Contract Specifications ready to be printed for issuance to Bidders
9. Pre-Final Project CONSULTANT'S Cost Estimate
10. Completed Construction Schedule
11. Pre-Final Engineer's Report (FAA -AIP Projects)

This submittal shall include a 90% Cost Estimate for construction and an estimate of the probable Construction Schedule, and any changes in the size and scope of the Project, if such changes substantially alter the amount of previous Probable Project Construction Budget Cost Estimates.

The CONSULTANT shall submit eight (8) copies of the Contract Documents required under this Phase 3B for final review and approval. After review by the COUNTY of these 90% Complete Contract Documents, the CONSULTANT shall make all revisions or additions to and resolve all questions on the Contract Documents required by the COUNTY.

The CONSULTANT shall submit eight (8) copies of all Contract Documents required under this Phase 3B for review comments and approval by the COUNTY. The CONSULTANT shall not proceed with Phase 3C until the 90% Complete Contract Documents have been reviewed and approved by the COUNTY Representative, the interested Department of Airports Divisions, and written approval is received from the COUNTY.

PHASE 3C - 100% SUBMITTAL

Following the 90% Complete Contract Documents approval the CONSULTANT shall develop "Final" 100% Complete Contract Documents from the approved 90% Complete Contract

Documents. They shall consist of the information contained in the 90% documents, as well as incorporate any comments provided and by COUNTY, Permit Agencies, or other authorized reviewers, as directed by County.

If any further change(s) in the size and scope of the Project has occurred, which will substantially alter the amount of previous Construction Cost Estimates, then such changes should be addressed in a written report prepared by the CONSULTANT to the COUNTY Representative.

The CONSULTANT shall provide signed and sealed plans for the COUNTY to use to file for a building permit at the earliest practicable time during the performance of the Design Services, provide the necessary portions of the Contract Documents for approval by COUNTY, State and/or Federal Authorities having jurisdiction over the project by law or contract with the COUNTY, and assist in obtaining any such applicable certifications of "permit approval" by such authorities prior to approval by the COUNTY of the Phase 3C 100% Complete Review set submittal and printing of the Contract Documents. The CONSULTANT shall incorporate all dates into the Advertisement and Instructions to Bidders, DBE and BBE requirements, FAA labor provisions (on AIP Projects), etc. filled in and Contract Documents ready to be printed and issued to prospective Bidders.

The CONSULTANT shall recommend and justify to COUNTY any Allowance Account amounts to be incorporated into the Contract Documents.

In providing opinions of probable construction costs, the COUNTY understands that the CONSULTANT has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that the opinions of probable construction costs provided herein are to be made on the basis of the CONSULTANT'S qualifications and experience. The CONSULTANT makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

PHASE 4 - BIDDING AND AWARD OF CONTRACT

After authorization to proceed with the Bidding Phase, CONSULTANT shall assist the COUNTY in advertising for and obtaining bids for each separate prime contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, and receive and process deposits for Bidding Documents; assist the COUNTY in conducting a prebid conference for each separate prime contract to share pertinent bidding and technical information and requirements with prospective bidders; issue addenda as appropriate to interpret, clarify or expand the Bidding Documents; print and distribute sets of Bidding Documents to Prospective Bidders and plan offices (Dodge and AGC) during the Bidding Phase; and attend the bid opening, prepare bid tabulation sheets and assist COUNTY in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.

PHASE 5 - CONSTRUCTION ADMINISTRATION

Construction Administration Services will generally be authorized by the Task Authorization, which included the design efforts for a particular project, although these services could be authorized in a separate Task Authorization depending upon the specific project. The CONSULTANT shall provide professional services during construction to assist in obtaining a complete project. Basic Services shall consist of the following:

1. Participate in preconstruction conference and assist with the preparation of a contract between the COUNTY and the successful bidder; Prepare six (6) sets of confirmed contract plans and documents for submittal to the successful bidder for Contract execution; Prepare ten (10) sets of confirmed contract plans and documents for construction use by the successful bidder;
2. The CONSULTANT shall make periodic visits to the construction site to observe and familiarize themselves generally with the progress and quality of the work and to determine if the work is generally proceeding in accordance with the contract documents and the contractor's construction schedule. The CONSULTANT shall make periodic written reports to the COUNTY representative to advise of any deviation from the contract documents or the contractor's construction schedule observed by or brought to the attention of the CONSULTANT. Such reports shall be submitted in a timely manner so as not to cause delay in the progress of the work. In performing these services, the personnel provided by the CONSULTANT shall be under the supervision of a registered professional engineer and/or architect. The CONSULTANT shall provide personnel experienced in the administration of construction contracts. Supporting personnel shall be provided from the project design team when specialized knowledge of the project design is required. On the basis of its on-site observations, the CONSULTANT shall keep the COUNTY representative informed as to the progress and quality of the work and shall endeavor to protect the COUNTY against defects and deficiencies in the work of the construction contractors, but the CONSULTANT shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures or for the safety precautions and programs in connection with the project construction, for the acts or omissions of the contractor, subcontractors, any of their agents or the subcontractor's employees, or any other person performing any of the work or for the failure of such persons to carry out the work in accordance with the contract documents; provided however, that the CONSULTANT shall not be relieved from its obligation to notify the COUNTY representative of any such act, omission or failure on the part of the construction contractor observed by the CONSULTANT during on-site visits;
3. Review and approve or take other appropriate action upon the shop drawings, samples, and other submissions furnished by the contractor and submitted to the CONSULTANT. The CONSULTANT shall determine if the shop drawings, samples and other submissions reasonably conform to the design concept of the project and the requirements of the contract documents. Such action(s) shall be taken with reasonable promptness so that the progress of the construction of the project will not be delayed. The CONSULTANT shall maintain a log of all contractor submittals which shall include the

- submittal date, the action taken, and the date returned;
4. Prepare routine change orders as required; act as interpreter of the terms and conditions of the contract documents and judge of the performance thereunder by the parties thereto and make decisions on claims of COUNTY and contractor(s) relating to the execution and progress of the work and other matters and questions related thereto; but CONSULTANT shall not be liable for the results of any such interpretation or decisions rendered by it in good faith;
 5. Review laboratory, shop, and mill tests of material and equipment and report to the COUNTY representative, in writing, on such matters;
 6. Provide design clarifications and recommendations to assist the COUNTY representative in resolving field problems relating to the construction;
 7. Evaluate contractor change and cost proposals and substitutions and recommend to the COUNTY representative to either approve or disapprove the contractor's proposal or substitution;
 8. Review contractor(s) monthly applications for payment and supporting data, review the amount owing to contractor(s) and approve in writing all payments to contractor(s) in accordance with the contract documents;
 9. Perform, together with the COUNTY'S representative, inspections of the construction site to determine if the project is substantially complete and a final inspection to determine if the project has been completed in accordance with the contract documents and if each contractor has fulfilled all of its obligations thereunder so that CONSULTANT may approve if applicable in writing, final payment to each contractor;
 10. The CONSULTANT shall assist the COUNTY'S representative in receiving and forwarding to the COUNTY written warranties and related documents assembled by the contractors; and
 11. Provide one set of reproducible drawings and CADD files "record drawings," which shall become the property of the COUNTY, corrected to show significant changes made in the work during the construction of the project. Such corrections shall be based upon "as-built" prints, drawings, field sketches and other data furnished to the CONSULTANT by the COUNTY and the contractor, upon change orders issued during construction.

In the event that the COUNTY and the CONSULTANT deem it advisable that all resident construction inspection services on the site, during the project construction, be provided by the CONSULTANT, a Task Authorization which specifies the services will be negotiated and approved.

To avoid misunderstandings or questions, the CONSULTANT understands and agrees that the COUNTY shall have the responsibility for the general administration of the construction contract. Accordingly, the CONSULTANT shall not have the authority or responsibility to issue direct instructions to the contractor, to reject work done by the contractor, or to require special inspections and/or tests. The CONSULTANT, however, shall provide continuing counsel to the COUNTY representative throughout the construction of the project.

Special Services

Special Services will be authorized in writing by the COUNTY Representative, describing the scope and fee for the services prior to beginning. Special Services cannot be included as Basic Services because their need or exact scope cannot be fully established until underway. Each Task Authorization will estimate the need and scope of Special Services and will authorize additional funding to be approved by the COUNTY Representative should additional services be required.

Special Services during Phases 1, 2, 3, and 4 may be, but are not limited to, a selection(s) from the following:

1. Perform or obtain the services of a Subcontractor to perform subsurface investigations, including performance of test borings, soil samples, and other foundation investigations, laboratory analyses of the samples, and engineering analyses not anticipated as Basic Services. The CONSULTANT or the subcontractor shall prepare a detailed report of all findings and the CONSULTANT shall deliver to the COUNTY Representative two (2) copies of the report;
2. Perform or obtain the services of a Registered Professional Surveyor subcontractor to perform field surveys and investigations in order to establish or verify boundaries and monuments, perform topographic surveys, perform route surveys, prepare property or easement descriptions, perform associated office work under the direction of a Registered Professional Surveyor, and deliver to the COUNTY representative a mylar of all final plats, with field notes in bound standard-size field books, or in such other form as approved by the COUNTY;
3. Make revisions to drawings, specifications, or other documents when such revisions are inconsistent with approvals or instructions previously given by the COUNTY representative;
4. Perform or obtain the services of a specialized subcontractor to perform aerial photography and computer mapping;
5. Travel to points outside the COUNTY if such travel is reasonably necessary to accomplish a task;
6. Prepare special studies and reports, such as environmental documents (including representation and testimony at hearings and community meetings), grant applications, etc.;
7. Provide the services of an independent cost estimator (as a subcontractor) to make a comprehensive cost estimate for the project in a form satisfactory to the COUNTY (which independent cost estimate shall be in addition to the cost estimates prepared by the CONSULTANT);
8. Provide, in the event of termination, such services as are reasonable and necessary for preserving partially finished work products or for the recording of work products in a particular manner (including the making of record prints of drawings, etc.);
9. Assist the COUNTY representative in securing any special licenses or permits (Water

Management District, DER, etc.) which may be required for the completion of the project, it being understood by the parties that the fees for said special licenses and permits will be paid by the COUNTY;

10. Reproduce plans, specifications, reports, and other materials other than those reproductions included in the Basic Services and excluding reproductions for the office use of the CONSULTANT and the CONSULTANT'S subconsultants;
11. Provide a scale model of the project when requested by the COUNTY;
12. Provide any other additional services related to the project not otherwise included in the Basic Services or other Special Services and not customarily furnished in accordance with generally accepted architectural and engineering practice.

Special Services may also be requested for the Phase 5 construction phase. These services may include, but are not limited to:

1. Consult with the COUNTY concerning replacement of any construction work damaged by fire or any other causes and furnish professional services as may be required in connection with the replacement of such work;
2. Assist the COUNTY in making arrangements for the work to proceed in the event that the construction contractor is declared in default by the COUNTY for any reason;
3. Assist the COUNTY as expert witnesses and/or factual witnesses in any legal proceedings or litigation arising from the development, permitting or construction of the project. The witnesses shall be designated by and at the sole discretion of the COUNTY Attorney;
4. Travel to points outside the COUNTY if such travel is reasonably necessary to accomplish a task;
5. Prepare special studies and reports, such as environmental documents (including representation and testimony at hearings and community meetings), grant applications, etc.;
6. Reproduce plans, specifications, reports, and other materials other than those reproductions included in the Basic Services and excluding reproductions for the office use of the CONSULTANT and the CONSULTANT'S subconsultants;
7. Provide the services of an independent cost estimator (as a subcontractor) to make a comprehensive cost estimate for the project in a form satisfactory to the COUNTY (which independent cost estimate shall be in addition to the cost estimates prepared by the CONSULTANT);
8. Provide, in the event of termination, such services as are reasonable and necessary for preserving partially finished work products or for the recording of work products in a particular manner (including the making of record prints of drawings, etc.);
9. Provide, in the event the project construction exceeds the time stated in the project contract documents, the continuing services required to be done by the CONSULTANT during construction of the project;
10. Provide any other services related to the project not otherwise included in the Basic Services or other Special Services and not customarily furnished in accordance with

generally accepted architectural and engineering practice.

TASK II - ANNUAL SERVICES

Annual Services are those that the COUNTY requires performed on a recurring annual basis. They shall be described in detail within each Task Authorization, but shall consist of:

1. Automated Project Management.
2. Land Acquisitions.
3. Annual airports facility inspections and reporting.
4. Airports pavement analysis.
5. Annual update of COUNTY'S Capital Improvement Program.
6. Annual update and negotiation of FAA and FDOT grant programs.
7. Annual preparation of FAA AIP grant preapplication and application forms.
8. Annual preparation of FDOT Joint Participation Agreements.
9. Participation in FAA Joint Planning Conferences.
10. Participation in CFASPP meetings.
11. Other duties as requested by the COUNTY and agreed to by the CONSULTANT.

TASK III - MISCELLANEOUS PLANNING AND ENGINEERING SERVICES

If authorized in writing by COUNTY and agreed to in writing by CONSULTANT, CONSULTANT shall furnish or obtain from subconsultant or subcontractor additional services of the service types below which are not defined as "Basic" Planning, Design and Construction (Task I), or "Annual Services" (Task II). Each Task Authorization shall describe the exact scope of services to be performed.

1. Staff Extension Services for Planning, Design, Construction and Administration.
2. Micro-Level Planning Studies including:
 - Environmental
 - Site Planning
 - Aviation Planning
 - NAVAID Studies
 - Aviation Business Development
 - Airside
 - Landside
 - Terminal
 - Conceptual Planning
 - Feasibility Studies
 - Review and Analysis of Proposed Improvements
 - Miscellaneous Planning Studies
3. Design Services including:
 - Architectural
 - Structural
 - Mechanical

- Electrical
 - Civil
 - Landscaping
 - Interiors
 - Miscellaneous
4. Environmental services including:
 - Environmental Audits
 - Compliance Actions
 - Regulatory Review
 - Monitoring
 5. Technical Reviews.
 6. Value Engineering.
 7. Specific Grant Services including:
 - Preparation of FAA AIP grant preapplications and applications
 - Preparation of FDOT Joint Participation Agreements
 - Assist COUNTY in negotiations with FAA or FDOT
 8. Financial Consultation, including:
 - Consult with COUNTY' fiscal agents and bond attorneys
 - Provide necessary engineering data
 - Provide financial analyses
 9. Property Procurement Assistance:
 - Determine land and easement requirements and provide consultation and assistance on property procurement as relates to professional engineering services being performed.
 10. Administrative Assistance:
 - Provide Contract and Project Administration Services to the COUNTY as authorized. These may include scope definitions, proposals for additional projects, scheduling, weekly coordination, including Tasks I, II and III.
 11. Obtaining Services for Others:
 - Provide subconsultant services to the COUNTY from approved subconsultants as authorized.
 12. Furnish renderings or models of projects, when requested and authorized, for the COUNTY'S use.
 13. Miscellaneous Studies.
 - Investigations involving detailed consideration of operations, maintenance and overhead expenses, and the preparation of rate schedules, earnings and expense statements; feasibility studies; appraisals and valuations; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by the COUNTY.
 14. Extraordinary Construction-Related Services, including:
 - Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work on any contract, (3) prolongation of the construction contract time of any prime construction contract by more than 60 days, (4) acceleration of the work schedule involving services beyond normal working hours,

- and (5) default by Contractor under any prime construction contract.
- Consultation or other services after completion of the Construction Phase, such as frequent inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any construction contract.
- Preparing to serve or serving as a witness for the COUNTY in any litigation or other proceeding involving project.
- 15. Preparation of an operating manual for use by the COUNTY.
- 16. Extra Services:
 - Services not specifically defined heretofore that may be authorized by the COUNTY.
- 17. Resident Services During Construction.
 - If requested by the COUNTY or recommended by the CONSULTANT and agreed to in writing by the other party, a Resident Project Representative and assistants shall be furnished and shall act as directed by CONSULTANT in order to provide more extensive representation at the Project site during the Construction Phase. The Resident Project Representative, through more extensive on-site observations of the work in progress, field checks of materials and equipment, and maintenance of job site records on conditions and activities, shall assist the CONSULTANT in determining that the Project is proceeding in accordance with the Contract Documents, but the furnishings of such resident project representation shall not make the CONSULTANT responsible for construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or for Contractor's failure to perform the construction work in accordance with the Contract Documents.
- 18. Assist the COUNTY with Aviation Capital Improvements Program.
- 19. Assist the COUNTY with DBE program.
 - DBE Training.
- 20. Provide FAA-required "third-party review" of professional service contracts.
- 21. Miscellaneous Services. Miscellaneous services to be provided shall include, but not be limited to, the following:
 - Certify compliance with financial covenants.
 - Prepare scope of work packages including preliminary designs (35 percent complete) for preparation of final designs by others.
 - Develop and implement Project Information Management Systems.
 - Develop, implement and maintain Facilities Management Information Systems.
 - Inventory existing facilities, update changes, maintain current computer program for use of facilities.
 - Monitor and update lease exhibits as required.
 - Prepare land acquisition engineering analyses, soils investigations, legal descriptions and surveys.
 - Participate in compatible land-use planning in the vicinity of airports.
 - Develop forecasts of facilities requirements.
 - Participate in public information programs and/or public hearings relating to airport planning/development projects.
 - Evaluate reliever airport needs and commercial development plans.
 - Develop and monitor airport development schedules, budgets and cost estimates for

the Capital Improvements Program.

- Monitor project costs associated with bond programs/interim financing programs.
- Coordinate interfaces between multiple contractors/designers work.
- Maintain and update CADD-based Airport Layout Plans.
- Maintain CADD-based Exhibit "A" Property Maps.
- Review technical studies for compliance with COUNTY objectives and prepare technical studies upon request.
- Coordinate land use development plans.
- Ensure that FAA Form 7460, Notice of Intent to Construct, is submitted on timely basis for all proposed construction.
- Monitor projects to assure compliance with "Assurances" relating to federal and state grant covenants.
- Evaluate technical operations and maintenance problems with existing facilities.
- Schedule cash-flow requirements and participate in economic analyses.
- Assist in preparation of PFC applications.
- Maintain and implement SIMMOD computer model and database.
- Anticipate planning needs and initiate planning efforts in a timely manner, evaluate existing facility utilization and recommend changes for increased efficiencies.
- Maintain and update utilities atlas.
- Monitor and maintain ground and aerial surveys.
- Monitor and maintain public information signage.
- Prepare videotape presentations.
- Other duties as requested by COUNTY and agreed to by CONSULTANT.

22. Miscellaneous IT Support Services.

EXHIBIT A-I-1
SCOPE OF WORK

PALM BEACH COUNTY DEPARTMENT OF AIRPORTS
TASK I-01-DOA-L-001 (ARTICLE 16 - ZONING UPDATE)

A) PROJECT DESCRIPTION

The Palm Beach County Department of Airports ("PBCDOA") has requested that THE LPA GROUP INCORPORATED ("CONSULTANT") review and update the existing Airport Zoning Ordinance ("Ordinance") for Palm Beach County Airports ("Airports"), in accordance with applicable Federal and State of Florida guidelines, in order to support a safe flying environment. As a result, CONSULTANT will make updates to Article 16 to reflect changes that have occurred since the Ordinance was developed in 1995. The purpose of the Ordinance is to promote the maximum safety of aircraft arriving at and departing from the Airports, as well as the safety of residents and property surrounding the Airports operated by PBCDOA. The Ordinance is also intended to protect the Airport from incompatible land use, as well as potential obstructions to navigable airspace. This Ordinance is enacted pursuant to the provisions of Art. VIII, Sec. 1(g) of the Florida Constitution, Chapter 125, F.S. (2004), and Chapter 333, F.S. (2004)

B) BASIC SERVICES TO BE PROVIDED BY CONSULTANT

CONSULTANT will provide the following basic services on a lump-sum basis for this project (see Exhibit B-I-1 for man-hour and cost breakdown).

TASK 1. REVIEW CURRENT CODE – ARTICLE 16

CONSULTANT will review the current version of Article 16, Airport Zoning Ordinance, to identify Chapters, Sections, and Appendices that need to be added/updated as part of this assignment. As part of this process, CONSULTANT will also consider existing conditions and planned development at PBCDOA Airports as outlined in the most recent Airport Master Plan Updates.

TASK 2. REVIEW APPLICABLE FEDERAL AND STATE AIRPORT ZONING DOCUMENTATION

As part of the PBCDOA Article 16, Airport Zoning Ordinance Update, CONSULTANT will review existing Federal and State guidance pertaining to the subject matter. CONSULTANT will seek additional guidance by reviewing airport zoning ordinances for similarly sized airports within the stat, as well as State Zoning Ordinance requirements as outlined by the State of Florida, pursuant to the provisions of Art. VIII, Sec. 1(g) of the Florida Constitution, Chapter 125, F.S. (2004), and Chapter 333, F.S. (2004).

TASK 3. UPDATE ARTICLE 16 – AIRPORT ZONING ORDINANCE

Using the information obtained in Tasks 1 and 2, CONSULTANT will develop a Draft of the Updated Airport Zoning Ordinance for PBCDOA, Legal, and Planning, Zoning & Building (PZ&B) review. CONSULTANT will coordinate closely with PBCDOA staff to determine necessary refinements to Article 16. The draft document will be presented in a track changes format to facilitate review between CONSULTANT and the County. Changes to the Ordinance may include, but are not limited to the following:

- Notification requirements
- Redefine requirements for modification (i.e. 35% rule)
- Guidelines for residencies requiring sound insulation
- Stricter standards pertaining to new development near airports

TASK 4. ADD/UPDATE APPENDIX GRAPHICS/TABLES

CONSULTANT will coordinate with PBCDOA staff to make necessary updates to existing graphics contained in Appendices 1 through 16. Additional graphics/Appendices will be added based upon the information obtained in Tasks 1, 2 and 3. All graphics will be created in an electronic format that is compatible with the County's GIS system.

TASK 5. COORDINATION AND REVIEW PROCESS

CONSULTANT will coordinate with PBCDOA, Legal, and PZ&B staff throughout this assignment. A maximum of three coordination meetings are included in this scope of services. Additional meetings, if needed, may be conducted at the request of PBCDOA under the staff extension element. PBCDOA staff will be responsible for coordinating the revised Article 16 during the public and Palm Beach County Board of County Commissioners review process.

TASK 6. FINAL DOCUMENTATION

Upon approval by the PBCDOA, CONSULTANT will prepare the Final Article 16, Airport Zoning Ordinance and associated appendices, which will incorporate all recommended changes provided by PBCDOA, Legal, and PZ&B staff.

C) DELIVERABLES

CONSULTANT will provide five (5) draft copies of the Article 16, Airport Zoning Ordinance, including graphics, for the County's internal review. Upon approval by the PBCDOA, CONSULTANT will submit five (5) copies of the Final Ordinance, including graphics, as well as an electronic copy to PBCDOA for final Palm Beach County Board of County Commissioners review and approval.

EXHIBIT A-I-2

SCOPE OF WORK

PALM BEACH INTERNATIONAL AIRPORT

TASK I-01-PBI-L-002 (BUILDING 846 DEMOLITION - CONSTRUCT APRON A)

A) PROJECT DESCRIPTION

Upon completion of the new Palm Beach County Department of Airports' (COUNTY) Administration Building, the COUNTY intends to accomplish several projects. First, it intends to demolish Building 846 at Palm Beach International Airport (PBIA). Next, the COUNTY intends to construct an air carrier parking apron (Apron A) in place of Building 846, its parking lot, and portions of 8th Street, 9th Street, and Duncan Avenue. Finally, the COUNTY intends to investigate the possibility of strengthening the existing overnight parking apron west of the terminal building.

TASK 1. Demolish Building 846

The COUNTY will perform an environmental survey and will provide THE LPA GROUP INCORPORATED (CONSULTANT) with the survey results to be included in the bid documents. Additionally, the COUNTY will remove all contaminated materials, including Asbestos, before this construction contract begins (asbestos demolition is not to be included in the construction documents being provided under this Scope of Work). This project will not impact the water tank between Building 846 and Wilder Avenue. Extensive utility coordination will be required on this project, as well as coordination with the Palm Beach County Building Department. Electrical service will need to be relocated and re-constructed for the new facilities. A detailed discussion of electrical design is located within this Scope of Work. Other utilities, including telephone, cable television, water, and sewer, will either be relocated or strengthened. FDEP/FL Department of Health permits will be required for this work.

TASK 2. Construct Apron A

In place of the Administration Building, an aircraft parking apron will be constructed (Apron A). The apron shall be capable of accommodating maximum combinations of Aircraft Design Group III and ADG IV commercial aircraft, to be determined during design. The Preliminary Design Phase will include apron layout alternatives and planning. Pavement designs will be completed, and flexible and rigid pavement sections will be estimated and compared both for initial construction cost and life-cycle cost. The recommended section will be included in the bid documents.

TASK 3. Strengthen Existing Overnight Parking

The existing overnight parking area, located west of the terminal building, is currently used for light commuter aircraft. The apron will be evaluated for its existing strength and condition, and a strengthening plan will be devised, with estimated costs included. The strengthening will be included in the construction documents as funding allows.

TASK 4. Permitting

Drainage design and permitting are an integral part of this project. It is expected that the Stormwater Master Plan Update will be completed by others during the design of the new apron. The design of the apron's drainage system will be in accordance with the permitted flows in the Stormwater Master Plan. It is assumed that there are no wetlands on this project. CONSULTANT will complete and submit all documents required for obtaining a SFWMD permit for the apron, and will complete up to two requests for additional information (RAI) from the District. CONSULTANT shall file documents required for the approval of all other governmental authorities (building department, for example) having jurisdiction over the Project. COUNTY shall pay all required permitting fees.

Survey and Geotechnical Investigation

This design project will include a topographic survey of the entire area to be demolished and that will accommodate the apron, including surface utility locations. An estimated three days of subsurface utility locations, including digging holes at intervals to identify elevations of the the top of pipes of the exposed utilities. Geotechnical investigation will include existing pavement cores; soil borings up to 10' for soil classification and drainage characteristics; and soil strength tests (CBR).

Construction Cost and Budget

The approximate construction (demolition) costs for this work are as follows:

Demolish Building 846:	\$300,000
Construct Apron A:	\$4,500,000
Strengthen Existing Apron:	\$1,500,000
 Total Construction Cost:	 \$6,300,000

The current construction budget is between \$3,000,000 and \$4,000,000; however, the entire project will be designed, and a portion of the apron meeting the construction budget will be bid out, with the intent of bidding the balance of the project as future funds become available.

B) BASIC SERVICES TO BE PROVIDED BY CONSULTANT

CONSULTANT will provide the following basic services on a lump-sum basis for this project (see Exhibit B-I-1 for man-hour and cost breakdown).

30% DESIGN PHASE

After completing scoping meetings and preliminary design sketches, CONSULTANT will proceed with the development of the 30% Design Documents, including the 30% Engineer's Report and Cost Estimate. The following plans will be provided:

- Cover Sheet
- Project Layout & Safety Plan
- Typical Sections and Paving Details
- Utility Plans/Coordination
- Lighting Plans

CONSULTANT will submit four (4) copies of the 30% Design Documents for COUNTY review and comments.

During the 30% design phase, separate meetings will be held with Palm Beach County (PBC) Water Utilities, PBC Department of Health, FPL, Adelphia, and Bellsouth. The full-day meetings will be attended by the senior engineer and engineer, and will include travel to each utility's office, records research, and discussion with appropriate staff to determine the current and future locations of facilities. Follow-up meetings and correspondence will be completed to document the expected impacts and decisions made. Additionally, a meeting will be held with the PBC Building Department to introduce the project and determine their requirements.

60% DESIGN PHASE

Upon approval of the 30% Engineering Documents and authorization by the COUNTY, CONSULTANT will proceed with the development of the 60% Design Documents, including the plans as stated below, cost estimate, and specifications outline.

- Cover Sheet
- Project Layout & Safety Plan
- Typical Sections and Paving Details
- Safety and Phasing Plan
- Staking & Demolition Plans
- Building Demolition Plans
- Utility Plans/Coordination
- Paving, Grading & Drainage Plans
- Roadway and Taxilane Profiles
- Pavement Marking & Sodding Plan
- Lighting and Plans

CONSULTANT will submit four (4) copies of the 60% Design Documents for COUNTY review and comments.

90% DESIGN PHASE

Upon approval of the 60% Engineering Documents and authorization by the COUNTY, CONSULTANT will proceed with the development of the 90% Design Documents, including the Plans as stated below, Cost estimate, General and Supplementary Provisions, Specifications, and Front End Documents.

- Cover Sheet
- Project Layout & Safety Plan
- General Notes & Summary of Quantities
- Typical Sections and Paving Details
- Safety and Phasing Plan
- Staking & Demolition Plans
- Building Demolition Plans
- Utility Plans/Coordination
- Paving, Grading & Drainage Plans
- Roadway and Taxilane Profiles
- Drainage Profiles
- Drainage Details
- Pavement Marking & Sodding Plan
- Set Up Lighting and Signage Plans
- Erosion Control Details
- Cross Sections

CONSULTANT will submit four (4) copies of the 90% Design Documents for COUNTY review and comments.

100% (BIDDING) DOCUMENTS

Upon approval of the 90% Engineering Documents and authorization by the COUNTY, CONSULTANT will proceed with the development of the Final Design Documents, including the Final Engineer's Report, General and Supplementary Provisions, Final Specifications, and Front End Documents. The final construction plans will include the plans stated in the 90% documents.

CONSULTANT will submit four (4) copies of the Final Design Documents for COUNTY review and comments. CONSULTANT will perform quality reviews and make all revisions and additions to the Contract Documents and submit Final Signed and Sealed Contract Documents for Bidding.

CONSULTANT will provide up to twenty (20) copies of Plans and Specifications for distribution to bidders by the COUNTY.

ELECTRICAL DESIGN (SUBCONSULTANT)

- ➔ Complete extensive on-site verifications / discovery phase with the COUNTY, FPL, BellSouth and COUNTY Departments currently using the site.
- ➔ Provide a Preliminary Engineering Design Report reflecting: proposed power requirements; impacts on existing FPL, and BS electrical distribution system; impacts on existing electrical distribution systems for the Terminal; new Administration Building; Buildings H & G; temporary electrical facilities during demolition phases for existing facilities scheduled to remain; review proposed new electrical requirements data and criteria; electrical load analysis; and provide preliminary proposed single-line power diagrams, proposed electrical demands for future FAA ATC Tower building, future Terminal expansions, and site and systems recommendations for upgrades accordingly, as well as impacts on existing roadway lighting systems on PBIA site and adjacent COUNTY roadways.
- ➔ Includes all electrical and lighting calculation. Design shall meet all NEC, PBC and FAA Codes & Standards.
- ➔ Coordination and design with FPL for the proposed Apron "A" demolition, electrical distribution system relocations, main feeder distribution systems for: existing terminal; new Administration Building; Buildings G & H; and, provide electrical KVA demands for present and future development including future FAA ATC Tower.
- ➔ Design temporary and permanent electrical services for existing remaining buildings affected by the demolition and construction for Apron A. Utilize portable generator systems and design electrical service point equipment to maintain the operation of existing buildings until permanent systems are in place without disrupting everyday operations.
- ➔ Design temporary and permanent Bellsouth services for existing buildings affected by the Apron "A" demolition and construction to maintain operation of existing facilities' everyday operations.
- ➔ Design power, BS, communications and security/access control ductbanks from existing terminal, new Administration Building, proposed FAA ATC Tower and airfield.
- ➔ Design temporary and permanent PBIA site and public roadway lighting systems.
- ➔ Design complete electrical system for the proposed fence obstruction lighting system.
- ➔ Design complete high mast apron lighting poles and underground electrical systems. Our design shall be based on 5 foot-candles center of aircraft service point utilizing the glare controlled flooding fixtures with high mast poles, per the current PBC lighting code.
- ➔ Design taxiway edge lighting and signage per current FAA standards.
- ➔ Verification of existing electrical demands on existing taxiway edge lighting circuit and modification of electrical circuit and vault accordingly.

BIDDING PHASE SERVICES

CONSULTANT will assist the COUNTY in obtaining and awarding the construction contract. Services will include:

- ➔ Prepare for and attend the Pre-Bid Conference;
- ➔ Issue addenda as necessary;
- ➔ Assist the COUNTY in bid opening, tabulation, evaluation, and award;

- ➔ Assist the COUNTY for the re-bid of the project if the COUNTY rejects the bids for any reason. This work will be performed as an additional service requiring a separately negotiated contract; and
- ➔ Prepare a Construction Management Plan for review and approval by the FAA.

EXHIBIT "A-1-3"

SCOPE OF WORK

NORTH PALM BEACH COUNTY GENERAL AVIATION AIRPORT TASK NO. I-01-F45-L-003 (IDENTIFICATION OF SITE REGULATORY REQUIREMENTS SERVICES)

PROJECT DESCRIPTION

Palm Beach County (COUNTY) has contracted the services of THE LPA GROUP INCORPORATED (LPA) to perform field investigations to document the condition of existing wetlands, biotic communities, and protected species within the Subsidiary Development Area in North Palm Beach County General Aviation Airport (AIRPORT), Palm Beach County, Florida. Additionally, the documentation will include the regulatory requirements pertaining to the categories that would be associated with the development of the Subsidiary Development Area. This documentation will be prepared at a level of detail sufficient to fulfill the *Affected Environment* section of a future Environmental Assessment under FAA Order 1050.1E and 5050.4B. The documentation will also summarize the completed mitigation requirements that resulted from previous developments completed at the AIRPORT, as well as specifically recorded conservation easements, monitoring, exotic removal, and other maintenance activities within the wetland preserve areas and upland buffer areas performed to comply with permits issued from the South Florida Water Management District (SFWMD), United States Army Corps of Engineers (COE), Department of Environmental Protection (DEP), and Treasure Coast Regional Planning Council (TCRPC),

The AIRPORT is located along Bee Line Highway, approximately 12 miles northwest of West Palm Beach, Florida. The Subsidiary Development Area of the AIRPORT is approximately 200± acres and contains ten known wetland areas.

The following paragraphs outline the environmental services necessary to document the existing conditions of wetlands, biotic communities, and protected species at the AIRPORT Subsidiary Development Area and to complete the first recommendation in the *Wetland Identification and Evaluation Report* (CH2M HILL, June 2006), "perform an internal audit to document the completion of mitigation requirements (set aside preserve areas, upland buffers, recording of conservation easements, and exotics removal, etc.)".

TASK 1. IN HOUSE DATA COLLECTION

LPA will collect and review the following Geographical Information System (GIS) data prior to conducting the site visits:

- National Resource Conservation Service soils map;
- South Florida Water Management District (SFWMD) land use, cover, and forms classification system (FLUCFCS) map;

- National Wetland Inventory wetlands;
- Florida Fish and Wildlife Conservation Commission (FFWCC) protected species data;
- Florida Natural Areas Inventory (FNAI) data;
- Federal Emergency Management Agency (FEMA) floodplain maps;
- United States Geological Service contour maps; and
- Previous environmental surveys, reports, and permit applications (as applicable);

Prior to performing protected species surveys, wetland verification, and other specific field surveys, the aforementioned data will be collected and reviewed. This data will include site-specific information obtained from local authorities as necessary, as well as results from prior environmental surveys conducted on-site. A list of potential animals and plant species that have been documented to occur, or that may occur on the site will be developed for use in conducting the protected species survey.

LPA will audit the completion of mitigation requirements for SFWMD, USACOE, DEP, and TCRPC, specifically addressing the activities completed at the mitigation reserve areas and upland buffers, recording of conservation easement, and other activities that may be considered mitigation.

Deliverable:

- *Results of the data collection will be contained in the Regulatory Requirements Report.*

TASK 2. ENVIRONMENTAL SURVEY AND WETLAND CHARACTERIZATION

Verify Aerial Wetland Mapping

Based on past work conducted by others (CH2M HILL, 2006), it is anticipated that wetlands will occur on the project site. Digital aerial imagery collected in 2004, soils data and contour data, and field observations were used to delineate the wetlands within the project area, as documented in the *2006 North County Airport Wetland Identification and Evaluation Report*. LPA will verify this delineation through a review of the documentation and field spot checks.

LPA scientists will visit the project site to conduct limited ground truthing and refine the aerially delineated wetland limits where necessary. LPA scientists will confirm that the aerially delineated wetland line approximates the wetland limits according to the Florida Unified Wetland Delineation Methodology outlined in 62-340 of the Florida Administrative Code (F.A.C.) and the 1987 U.S. Army Corps of Engineers (COE) Wetland Delineation Manual. Given the differences in the two methodologies, the wetland lines may differ in some areas. For these areas, the State of Florida and the Federal line will be approximated separately.

Following verification, LPA will initiate coordination with COE and SFWMD to obtain conceptual acceptance of the aerial wetland delineation for the wetlands within the Subsidiary Development Area. The results of this effort will be documented in the Regulatory Requirements Report. If COE and SFWMD are unwilling to accept the verified aerial delineation, LPA will develop a separate cost estimate for conducting a wetland delineation that would meet COE's and SFWMD's requirements and that would yield a Jurisdictional Determination from the COE.

Biotic Communities Field Survey

An environmental field survey will be performed to characterize, and describe the various natural habitats located on the project site. SFWMD FLUCFCS mapping will be field verified and, where necessary, reclassified to the correct SFWMD FLUCFCS.

Wetland Assessment

LPA scientists will perform a preliminary Uniform Mitigation Assessment Method (UMAM) for seven of the ten wetlands encountered onsite in accordance with 62-345 of the F.A.C. Three of the wetlands, Wetland 5A, 5B, and 7, were previously characterized. LPA will spot-check and verify the UMAM documentation for these wetlands. LPA will develop new UMAM documentation for the remaining seven wetlands within the SDA. This information will be used for general planning purposes and to determine the general conditions of wetlands on the project site prior to disturbance. Although this information could potentially be used to determine the amount and types of mitigation required to offset potential wetland impacts, identification and enumeration of specific mitigation opportunities to offset potential wetland impacts are not included as part of this assessment.

Assumptions:

- *The project study area is approximately 200 acres.*
- *Existing digital aerial imagery, or imagery suitable for aerial wetland delineation, will be provided by the AIRPORT. If the aerial imagery is not suitable for wetland delineation, suitable imagery will be obtained from the COUNTY, State or other governmental entity at an additional cost outside of this scope of services.*
- *Existing aerial wetland delineation will be provided by the AIRPORT.*
- *Field verification of aerial wetland limits and the environmental survey are based upon a combined total of 48 man-hours. Should additional man-hours be necessary to complete the surveys, then approval for additional hours will be acquired from the COUNTY.*
- *Field wetland delineation, land survey services, and agency coordination associated with formal wetland determination will be provided for under a separate agreement.*
- *SFWMD and/or the COE will not be requested to conduct a field review of the aerial wetland limits.*
- *The property owner will provide access, security clearance, and escort (if requested) to the project area for the field review.*
- *A complete UMAM analysis conducted under 62-345 of the F.A.C. includes both a "without impact" assessment and a "with impact assessment". For the purposes of this agreement, only the "without impact" assessment will be conducted.*

Deliverable:

- *Results of the wetland survey will be contained in the Regulatory Requirements Report.*

TASK 3. PROTECTED SPECIES SURVEY

Protected Species Survey

LPA scientists will perform a field investigation to determine the presence, absence, or potential use for protected species at the project area. All observations of protected species that inhabit, cross, or use habitats within and immediately adjacent to the site will be recorded. Recorded wildlife data will consist of both direct sightings and indirect observations (e.g., calls, scat, dens, tracks, burrows, feathers, scratchings, nests, or other evidence). Any observations of protected animals will be recorded in a field data book, and the approximate locations will be depicted on an aerial photograph. In addition, the potential for the site as being part of, or within, an important wildlife corridor will be assessed.

The protected species field survey will be conducted as recommended by the FFWCC publication entitled, "Wildlife Methodology Guidelines". The protected species field survey will be conducted over a period of five consecutive days with at least one early morning (1 hour before sunrise to 1 hour after sunrise), one late afternoon (1 hour before sunset to 1 hour after sunset) and one evening (at least one hour after sunset) observation period. Surveys will be conducted via vehicle and on foot to canvas approximately 15 percent (~30 acres) of the overall project area.

Agency Coordination

If the survey determines that there is a potential for protected species to occur, suitable protected species habitat, or the presence of protected species within the project area, LPA will coordinate with the FFWCC and the USFWS to discuss regulatory requirements, permits, and/or mitigation that will be necessary to obtain environmental permits. This information will be included in the Regulatory Requirement Report.

Assumptions:

- *It is assumed that the only potential protected species within the study area are wading birds classified by the FFWCC and/or the USFWS as species of special concern, threatened, or endangered.*
- *It is assumed that no portion of the project study area is designated as essential wildlife habitat or as a wildlife corridor.*
- *The AIRPORT will provide any existing wildlife surveys (i.e., bird surveys) that are currently in their possession.*
- *If the results of the general wildlife and protected species survey indicate the presence of protected species and/or their suitable habitat, then environmental services for specific protected species surveys will be provided for in a separate agreement.*
- *The protected species survey is based upon 16 man-hours over the course of five days in order to comply with FFWCC guidelines for protected species surveying. Should additional man-hours be necessary to complete the survey, then approval for additional hours will be acquired from the COUNTY under a separate agreement.*

Deliverable:

- *General Wildlife and Protected Species Section contained in the Regulatory Requirements Report*

TASK 4. ENVIRONMENTAL REGULATORY REQUIREMENTS REPORT

Following the completion of all data collection and field work associated with Tasks 1 through 3 above, LPA will produce a Regulatory Requirements Report that will include the following:

1. Introduction
 - a. Project location and purpose.
2. Data Collection
 - a. List of data sources used in the evaluation
3. Methods
 - a. Environmental survey methods
 - b. Wetland characterization methods
 - c. General wildlife and protected species survey methods
4. Results and Discussion
 - a. Land Use and Cover/Biotic Communities
 - i. Wetlands – type, FLUCFCS classification, approximate size, quality, dominant plant species
 - ii. Uplands - type, FLUCFCS classification, approximate size, quality, dominant plant species
 - iii. Summary table for each FLUCFCS type and approximate size
 - b. Protected Species – potential occurrence, presence or absence of suitable habitat for appropriate protected species
 - i. Reptiles and Amphibians
 - ii. Birds
 - iii. Mammals
 - iv. Plants
5. Environmental Regulatory Requirements
 - a. Federal Aviation Authority (FAA) in accordance with FAA Orders 1050.1E and 5050.4B (Implementing Instructions for Airport Projects) and the National Environmental Policy Act of 1969 (NEPA).
 - b. COE – coordination results, mitigation requirements status and summary, potential environmental constraints within the project and subsequent regulatory requirements
 - c. USFWS - potential environmental constraints within the project and subsequent regulatory requirements
 - d. SFWMD – coordination results, mitigation requirements status and summary, potential environmental constraints within the project and subsequent regulatory requirements

- e. FFWCC - coordination results, potential environmental constraints within the project and subsequent regulatory requirements
- f. TCRPC – coordination results, mitigation requirements status and summary, potential environmental constraints within the project and subsequent regulatory requirements

Deliverable:

- *Six copies of the Regulatory Requirements Report*
- *One CD-ROM containing electronic files of the Regulatory Requirements Report*

TASK 5. PROJECT MANAGEMENT AND COORDINATION

Meetings

LPA will attend up to four formal meetings with the AIRPORT and their representatives to present the project and receive comments related to environmental issues and schedule.

Project Coordination

LPA will coordinate project tasks with the COUNTY. LPA will prepare monthly progress reports to apprise the COUNTY of scheduled and completed tasks, and, if applicable, issues that may affect the project schedule and/or budget.

Assumptions:

- *Should more than two meetings be required, this service will be provided under a separate agreement.*
- *Project management and coordination hours are based upon a six-month project schedule.*

Deliverable:

- *Project Status Reports.*

EXHIBIT A-I-4

SCOPE OF WORK

**PALM BEACH INTERNATIONAL AIRPORT
TASK I-01-PBI-L-004 (LONG TERM PARKING GARAGE INSPECTION)**

A) PROJECT DESCRIPTION

This scope of work is for Engineering Inspection services for Palm Beach International Airport's Long Term Parking Garage. These services will include an inspection to determine the existing condition of the structure and, based on the findings, preparation of a report documenting deficiencies and making recommendations for repairs, rehabilitation and/or maintenance activities required to extend the life of the structure. Any additional services not included in this Scope of Work will be negotiated at a later time if needed. THE LPA GROUP INCORPORATED (CONSULTANT) will perform the inspection and reporting for the condition assessment of the garage structure. Nodarse & Associates, Inc. will perform material testing and reporting as a subconsultant to CONSULTANT.

B) BASIC SERVICES TO BE PROVIDED BY CONSULTANT

Garage Structure Inspection

CONSULTANT will provide qualified structural inspectors to perform a detailed condition inspection and assessment of all exposed components of the parking garage structure. The inspection will be considered a hands-on inspection and will use ladders for access to components out of normal reach where deterioration or deficiencies are noted. Inspectors will use non-destructive testing methods, such as sounding and probing, to determine deficiencies which may not be obvious. All significant deficiencies will be documented and photographed to record the existing condition. Where applicable, deficiencies will be quantified by approximate length, area or volume. CONSULTANT will prepare sketches where required to clarify the deficiencies noted. During the inspection, detailed field notes will be taken by the qualified inspectors to document all deficiencies.

C) SPECIAL SERVICES

Material Testing:

Nodarse and Associates will perform the following material testing to aid in the inspection:

	<u>No. of Tests</u>	<u>Total Number of Tests</u>
Concrete Coring:	2 per Level	8
Windsor Probe:	2 per Level	8
Swiss(Schmidt) Hammer:	6 per Level	24
Sealant Adhesive Testing:	6 per Level	24

All testing will be performed in accordance with appropriate ASTM standards. The results of the material testing will be incorporated into the Inspection Report and will be considered when making recommendations for repair/rehabilitation and maintenance.

Reporting:

Once the inspection is complete the field notes will be reviewed and transferred into a detailed Inspection Report. The Report will consist of, as a minimum, the following sections:

- Executive Summary
- Introduction
- Location Map
- Photographic Inventory (Overall views of existing structure)
- Summary of Findings
- Recommendations (Repair, rehabilitation, maintenance)
- Appendices:
 - Detailed Report of Findings and Deficiencies (Component condition)
 - Photographic Log
 - Material Testing Results
 - Estimated Repair/Rehabilitation Costs

The Final Inspection Report will be signed and sealed by a registered professional engineer and submitted to the Palm Beach County Department of Airports.

Recommendations:

Recommendations will be developed and included in the Report based on the deficiencies noted during the inspection. Options for repairs or rehabilitation will be investigated and the most effective and cost efficient repair will be determined for the various deficiencies which may be found. Along with the recommendations, cost estimates will be provided for each of the repair types noted along with estimated quantities.

Routine maintenance activities which may be implemented or continued will also be noted, where applicable, to aid in extending the life of the structure.

Deliverables:

Two copies of the Final Inspection Report, complete with all testing results, will be provided to the Palm Beach County Department of Airports.

Obligation of the Client:

The Palm Beach County Department of Airports agrees to provide to the consultant, at no expense, the following:

- ➔ Access to all reports, plans, data and information in possession of the Client, which may prove pertinent to the work.

Limitations:

The following items are considered to be beyond the scope of this project:

- ➔ Vertical lift equipment, beyond common extension ladders.
- ➔ Load rating and/or structural analysis.

EXHIBIT A-I-5

SCOPE OF WORK

PALM BEACH INTERNATIONAL AIRPORT TASK I-01-DOA-L-005 (MAINTENANCE COMPOUND IMPROVEMENTS)

A) PROJECT DESCRIPTION

The Scope of Work for this project consists of renovating approximately 40,800 S.F. of Shop/Storage/Administration Areas at Buildings B and D of the Maintenance Compound at Palm Beach International Airport, and adding approximately 17,000 square feet of mezzanine to Building D. The project includes bringing the facilities up to current code(s), and meeting with Appropriate County agencies to determine their requirements.

Sitework consists of analyzing survey data and site conditions to correct drainage problems as well as analyze, consolidate and correct parking spaces and issues. The exact nature of the sitework is undetermined at this time; however the scope includes topographic surveying of the area, field investigation of the site and analysis of survey data, and analysis and layout of parking requirements. Minor drainage issues will be identified and corrected, such as ponding on parking lots, rehabilitation of drainage structures, or regrading or re-directing drainage systems. No new impervious will be added, nor will ponds or other stormwater management systems be designed. Major drainage rehabilitation, including analysis and design of new drainage network(s) or permitting with SFWMD, is not included in this scope.

The exact extent of work shall be determined based upon an analysis of construction cost estimates; however, the anticipated work to be included in the scope of work for this project is as follows:

Building B:

- Retrofitting of approximately 16,000 S.F.
 - Painting of Walls
 - Replacement of Ceilings
 - Survey of condition of Electrical Fixtures and Mechanical Systems

Building D:

- Retrofitting of approximately 23,800 S.F.
 - Painting of Walls
 - Replacement of Ceilings
 - Survey of condition of Electrical Fixtures and Mechanical Systems
- Addition of approximately 17,000 S.F. of Mezzanine

CONSULTANT will perform the following Basic Services for this project. Compensation for this work will be based on the Hour and Fee Estimate provided in Exhibit B-I-5.

TASK 1. Inventory and Evaluations

Summary of Services: *The following services will be performed in Task 1:*

- 1) General project coordination and formulation.
- 2) Coordination meeting with COUNTY Staff and SUBCONSULTANTS.
- 3) Review of existing drawing records and field investigations.
- 4) Inventory of existing parking and drainage facilities; review of civil as-built drawings; evaluation of existing pavement condition, road circulation, and parking layout.
- 5) Review and update the project schedule.

Assumptions:

- 1) *The COUNTY will provide all available reports, drawings and other data in its possession in regard to the existing terminal facilities.*
- 2) *The inventory process will include one on-site visit for coordination with staff and for inventory activities.*

Deliverables: *Three (3) copies of the Inventory and Recommendations will be submitted to the Palm Beach County Department of Airports (PBCDOA) for review and approval.*

TASK 2. Preliminary Design Phase

Summary of Services: *The following services will be performed in Task 2:*

- 1) CONSULTANT shall review with PBCDOA preliminary approaches to design and construction of the Project.
- 2) Based on the mutually agreed upon program, schedule and construction budget requirements, CONSULTANT shall prepare, for approval by the PBCDOA, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components. A Narrative Report will be prepared, which will provide sufficient details to ensure that the design will meet the project requirements.
- 3) CONSULTANT shall prepare preliminary site designs, including parking layouts in sufficient detail for permitting, perform general drainage assessment and proposed solutions; develop roadway designs if necessary.
- 4) CONSULTANT shall submit to the PBCDOA a preliminary estimate of Construction Cost based on current area, volume or other unit costs.

Deliverables: *Three (3) copies of the Preliminary Design Narrative Report and Drawings will be submitted to the PBCDOA for review and approval.*

TASK 3. Design Development Phase

Summary of Services: *The following services will be performed in Task 3:*

- 1) Based on the approved Preliminary Design Documents and any adjustments authorized by the PBCDOA in the program, schedule or construction budget, CONSULTANT shall prepare, for approval by the PBCDOA, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, mechanical, plumbing, and electrical systems, materials and such other elements as may be appropriate.
- 2) Preliminary Construction Phasing / Safety / and Staging Plan and Construction Schedule
- 3) CONSULTANT shall advise the PBCDOA of any adjustments to the preliminary estimate of Construction Cost or of the Project Schedule.

Deliverables (Task 3): Copies of the Design Development Drawings and Estimates will be submitted to the PBCDOA for review and approval.

TASK 4. Construction Documents

Summary of Services: The following services will be performed in Task 3:

- 1) Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the PBCDOA, CONSULTANT shall prepare, for approval by the PBCDOA, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project.
- 2) CONSULTANT shall assist the PBCDOA in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between Palm Beach County and the Contractor.
- 3) CONSULTANT shall prepare final Site Plans and technical specifications for the construction of the necessary drainage, parking and grading improvements. These plans shall consist of demolition, phasing, layout, grading and drainage, and necessary details to complete the sitework. No cross sections are anticipated.
- 4) CONSULTANT shall advise the PBCDOA of any adjustments to previous preliminary estimates of Construction Cost indicated by changes in requirements or general market conditions.
- 5) CONSULTANT shall file documents required for the approval of governmental authorities having jurisdiction over the Project. COUNTY shall pay all required permitting fees.

Deliverables (Task 4A): Three (3) copies of the 90% Plans and Specifications will be submitted to the PBCDOA for review and approval.

Upon receiving the 90% comments, CONSULTANT will proceed with the development of 100%

Documents. Final Signed and Sealed Contract Documents will be delivered to the PBCDOA for bidding. Permit Applications and documents will be submitted for approval.

Deliverables (Task 4B): Final Contract Documents (signed and sealed) will be prepared. Final Construction Plans and Specifications in reproducible format will also be submitted to the PBCDOA

TASK 5. Bidding Phase Services

After authorization to proceed with the Bidding Phase, CONSULTANT shall:

- 1) Assist the PBCDOA in advertising for and obtaining bids for the contract for construction, materials, equipment and services; and attend Pre-bid Conference.
- 2) Distribution of Contract Documents to Contractors for bidding, and to plan offices (Dodge, AGC, etc.), during the Bidding Phase shall be performed by the PBCDOA. CONSULTANT shall furnish sets needed for their own and the COUNTY'S use and record.
- 3) Issue addenda, for distribution by the PBCDOA, as required to interpret, clarify or expand the Bidding Documents.
- 4) Consult with and advise PBCDOA as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Bidding Documents.
- 5) Consult with PBCDOA concerning, and determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents.
- 6) Attend the Bid Opening, prepare Bid Tabulation sheets and assist PBCDOA in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.

Deliverables (Task 5): Recommendation of Award will be submitted to the PBCDOA for review and approval. A Tabulation of the bids received will be prepared for the PBCDOA'S use and distribution. Three (3) copies of the Contract for Construction, suitable for execution, will be furnished for the PBCDOA's use.

EXHIBIT “B”

**DETAILED FEES,
EXPENSES, AND
PAYMENTS**

EXHIBIT "B"
DETAILED FEES, EXPENSES, AND PAYMENTS

A. METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF CONSULTANT:

1. Task I - Specific 2006 and 2007 Projects:

For labor and expenses expended by CONSULTANT for Specific 2006 and 2007 Projects, COUNTY shall pay CONSULTANT the amount as follows:

<u>TASK</u>	<u>LUMP SUM LABOR AMOUNT</u>	<u>T & M AMOUNT</u>	<u>LUMP SUM EXPENSES</u>	<u>REIMB. EXPENSE</u>	<u>TOTAL COST</u>
I-01-DOA-L-001 (Article 16-Zoning Updt.)	\$ 22,968.00	\$	\$ 1,275.00	\$	\$ 24,243.00
I-01-PBI-L-002 (Bdg.846/Apron A)	\$ 437,022.00	\$ 49,900.00	\$ 16,225.00	\$	\$ 503,147.00
I-01-F45-L-003 (NCO Site Reg.Requires.)	\$ 78,920.00	\$	\$ 3,121.00	\$	\$ 82,041.00
I-01-PBI-L-004 (L/T Pkg. Garage Inspect.)	\$ 56,950.00	\$	\$ 3,400.00	\$	\$ 60,350.00
I-01-DOA-L-005 (Maint.Comp.Improves.)	\$ 230,763.00	\$ 15,000.00	\$ 5,000.00	\$	\$ 250,763.00
TOTALS	\$ 826,623.00	\$ 64,900.00	\$ 29,021.00	\$ -0-	\$ 920,544.00

Paid vacations, holidays, sick leave and leaves of absence are included in the billing rates as CONSULTANT'S overhead and will not be billed separately.

The total lump sum payment by the COUNTY to the CONSULTANT for rendering basic services for Task I projects as described in Exhibits "A-I-1" through "A-I- 5", including labor costs, is \$826,623.00. Time and Material Expenses for Task I services, which includes survey and geotechnical subconsultant fees, are \$64,900.00 . Lump Sum Expenses for Task I services are \$29,021.00. Reimbursable expenses for Task I services are \$0.00. The total for labor and expenses for Task I services shall be \$920,544.00. Exhibits "B-I-1" through "B-I-5" provide detailed fee breakdowns.

If it is necessary to increase the compensation beyond said allowances, prior written approval shall be obtained from the COUNTY authorizing said increase in compensation.

2. Task III - Miscellaneous and Administrative Services for 2006 and 2007:

For labor and expenses expended by CONSULTANT, COUNTY shall pay CONSULTANT the amounts as follows:

<u>TASK</u>	<u>LUMP SUM LABOR AMOUNT</u>	<u>T & M AMOUNT</u>	<u>LUMP SUM EXPENSES</u>	<u>REIMB. EXPENSE</u>	<u>TOTAL COST</u>
III-01-DOA-L-001 (Staff Extension)	Maximum Allowance		\$100,000
III-01-DOA-L-002 (Misc. Planning/Engr./Construction Services)	Maximum Allowance		\$400,000
TOTALS					\$500,000

Paid vacations, holidays, sick leave and leaves of absence are included in the billing rates as CONSULTANT'S overhead and will not be billed separately.

Staff Extension (Task III-01-DOA-L-001)

A labor and expense allowance of One Hundred Thousand Dollars (\$100,000) is provided to additional services performed under Task III-01-DOA-L-00. Billing will be based on the hourly billing rates labor costs listed in Table I with reimbursable expenses listed, all charged against Task III-01-DOA-L-001 as established in this Contract. This task will not require a separate proposal and includes services performed by the CONSULTANT and its Subconsultants.

Miscellaneous Planning, Engineering and Construction Services (III-01-DOA-L-002)

A Not-To-Exceed labor and expense allowance of Four Hundred Thousand Dollars (\$400,000) is provided to additional services performed under Task III-01-DOA-L-002. A separate proposal or authorization is to be required for this Task. This is to serve as a record keeping arrangement for the performance of miscellaneous planning, engineering and construction services not included under Tasks I or II. Billing will be on a lump sum or hourly basis as approved by the COUNTY with lump sum and/or reimbursable expenses listed, all charged against Task III-01-DOA-L-002 as established in this Contract.

Miscellaneous:

If it is necessary to increase the compensation beyond the above labor and expense amount, prior written approval shall be obtained from the COUNTY authorizing said increase in compensation. It is understood and agreed that the CONSULTANT shall not be obligated to perform any services beyond the amounts specified above without additional compensation

being paid. CONSULTANT shall give written notice to the COUNTY when the total compensation due the CONSULTANT reaches 90 percent of the total amount set forth herein.

3. Prime Subconsultants:

For services rendered by prime subconsultants employed by CONSULTANT, in connection with all basic and miscellaneous services, COUNTY shall pay the amount billed to CONSULTANT therefore. It is understood and agreed by COUNTY that as a minimum the following prime subconsultants shall be retained by CONSULTANT and their service shall be billed as follows:

Prime Subconsultants are:

- Brown & Philips, Inc. (BBE) – Topographic Surveying and Mapping
- Environmental Science Associates – Environmental / Noise Analysis / Airport Planning
- Hillers Electrical Engineering (HBE) – Airfield Electrical Engineering / Nav aids
- Nodarse & Associates, Inc. (WBE) – Geotechnical / Quality Assurance Testing
- Scheda Ecological Associates, Inc. (WBE) – Environmental – Natural Resources

Billing will be on a lump sum or hourly basis as approved by the COUNTY with lump sum and/or reimbursable expenses listed. Billing Rates will be as set forth in Table I.

4. Special Subconsultants and Subcontractors.

For services rendered by special subconsultants and subcontractors agreed to by COUNTY in advance in writing, and employed by CONSULTANT in connection with all services, COUNTY shall pay the amount billed to CONSULTANT for subconsultant's and/or subcontractor's personnel. All reimbursable expenses shall be billed in accordance with Article 3 and shall be paid the amount billed therefore.

5. Reimbursable Expenses:

In addition to payments provided for in Article 3, COUNTY shall pay CONSULTANT and its subconsultants and subcontractors the actual cost of reimbursable expenses incurred where goods or services are procured from commercial sources. For services furnished CONSULTANT or its subconsultant or subcontractor from sources within its own facilities, such as computer or reproduction services and the like, COUNTY shall pay CONSULTANT the amounts as determined from the CONSULTANT'S or subconsultant's schedule of rates in effect at the time services are provided. Reimbursable expense shall be understood to include authorized travel including air fare, hotel costs, meals, automobile leasing and rental, reimbursed use of private automobiles, commercial services and reproduction, printing, long distance telephone, express mailing, testing apparatus, and incidental expenses. Authorized reimbursable expenses shall require prior written approval by COUNTY. Subsistence expenses when authorized in writing by COUNTY shall be paid at rates set forth in Table II.

6. Lump Sum Expenses:

Expenses included in Item 5, above, may be considered as Lump Sum Expenses, as identified in each Task. These expenses will not be itemized, and shall be included in each Task as Lump Sum Expenses. Additional expenses may be categorized as Lump-Sum with the COUNTY'S concurrence.

B. TIME AND METHOD OF PAYMENT

1. CONSULTANT shall submit monthly statements for basic and additional services rendered, and for reimbursable and subsistence expenses incurred. COUNTY shall make payments in response to CONSULTANT'S monthly statements within (30) days of the date of COUNTY'S receipt of said monthly statements. All disputed or unsupported items shall be returned to the CONSULTANT for correction.
2. Progress payments to CONSULTANT shall be due and payable monthly in proportion to the percentage of work accepted and approved by the COUNTY.

C. GENERAL

1. Hourly labor billing rates for all CONSULTANT and subconsultants personnel engaged indirectly on the project, including, but not limited to, officers, principals, engineers, architects, survey men, Junior Engineers, draftsmen, specification writers, estimators, other technical personnel, stenographers, typists and clerks, shall be as set forth in Table I - Schedule of Hourly Labor Billing Rates.

Labor costs shall include, when authorized by COUNTY, overtime at higher than regular rates to the extent defined by U.S. Federal Wage and Hour Law, but services at said overtime rates shall be utilized only when given prior written approval of the COUNTY.

TABLE 1

SCHEDULE OF HOURLY LABOR BILLING RATES

The following hourly billing rates are for use during Calendar Years 2006 and 2007 and apply to the Palm Beach County Department of Airports General Consulting Services Contract.

Overhead and profit is included in these billing rates for the CONSULTANT. The manhour salary costs by job title description may be increased at the COUNTY'S discretion.

The CONSULTANT'S key personnel include: Ed Parrish, P.E. (Principal), and Mohsen Mohammadi, Ph.D., P.E. (Program Manager).

CONSULTANT: **THE LPA GROUP INCORPORATED**

<u>DESCRIPTION</u>	<u>HOURLY BILLING RATES</u>
Principal	\$189
Program Manager	\$189
Project Manager	\$162
Senior Engineer/Planner/Architect/Environmental Scientist	\$162
Engineer/Planner/Architect/Environmental Scientist	\$135
Junior Engineer/Planner/Architect/Environmental Scientist	\$120
Designer	\$100
Technician	\$78
Inspector/RPR	\$95
Clerical	\$72

SUBCONSULTANT: **BROWN & PHILLIPS, INC.**

(Topographic Surveying & Mapping Services)

DESCRIPTION

HOURLY BILLING RATES

Principal/Surveyor (PLS)	\$104.16
Survey Tech	\$ 68.95
CADD Tech	\$ 64.31
3 Man Survey Crew	\$118.00/Hour (\$944.00/Day)
2 Man Survey Crew	\$ 91.00/Hour (\$728.00/Day)

SUBCONSULTANT:**ENVIRONMENTAL SCIENCE ASSOCIATES**

(Environmental / Noise Analysis / Airport Planning Services)

Charges will be made at the Category rates set forth below for time spent on project management, consultation or meetings related to the project, field work, report preparation and review, travel time, etc. Time spent on projects in litigation, in depositions and providing expert testimony will be charged at the Category rate times 1.5.

DESCRIPTION**HOURLY BILLING RATES**

Executive	\$200.00
Senior Director	\$185.00
Director	\$170.00
Senior Project Manager / Technical Associate II	\$155.00
Project Manager / Technical Associate I	\$140.00
Senior Associate II	\$125.00
Senior Associate I	\$115.00
Associate III	\$ 95.00
Associate II	\$ 85.00
Associate I	\$ 75.00
Environmental Tech II	\$ 65.00
Environmental Tech I	\$ 55.00
Senior Administrative / Senior Graphics	\$ 90.00
Administrative / Graphics	\$ 75.00
Clerical	\$ 60.00

- (a) From time to time, ESA retains outside professional and technical labor on a temporary basis to meet peak workload demands. Such contract labor may be charged at regular Employee Category rates.
- (b) ESA reserves the right to revise the Personnel Category Rates annually to reflect changes in its operating costs.

SUBCONSULTANT: **HILLERS ELECTRICAL ENGINEERING**
(Airfield Electrical Engineering / NAVAIDS Services)

<u>DESCRIPTION</u>	<u>HOURLY BILLING RATES</u>
Project Manager	\$ 100.00
Professional Engineer	\$ 95.00
Project Engineer	\$ 85.00
Cadd/Tech	\$ 75.00
Field Engineer	\$ 80.00
Clerical	\$ 40.00

SUBCONSULTANT: **NODARSE & ASSOCIATES, INC.**
(Geotechnical / Quality Assurance Testing Services)

<u>DESCRIPTION</u>	<u>HOURLY BILLING RATES</u>
Principal Engineering / Scientist	\$150.00
Senior Project Manager	\$120.00
Senior Project Engineer	\$120.00
Project Engineer	\$ 90.00
Senior Environmental Technician	\$ 60.00
Senior Engineering Technician	\$ 55.00
Engineering Technician	\$ 47.50
Threshold Inspector Representative	\$ 65.00
CADD Operator / Draftsman	\$ 50.00
Secretarial / Word Processing	\$ 47.50
Expert Witness / Testimony	\$270.00

- NOTES: A. Hourly rates for technicians are portal to portal.
B. An overtime multiplier of 1.5 will be applied to rates for any work performed
Between 6:00 pm to 7:00 am, weekends, holidays and over 8 hours/day.
C. Rates for services not listed (testing, etc.) will be provided, as requested.

SUBCONSULTANT: SCHEDA ECOLOGICAL ASSOCIATES, INC.

(Environmental Services – Natural Resources)

DESCRIPTION

HOURLY BILLING RATES

Expert Witness	\$150.00
Principal Scientist	\$120.00
Senior Scientist IV	\$110.00
Senior Scientist III	\$100.00
Senior Scientist I & II	\$ 85.00
Environmental Scientist	\$ 70.00
GIS Analyst	\$ 65.00
CADD	\$ 60.00
Environmental Technician	\$ 50.00
Clerical	\$ 45.00

TABLE II

SCHEDULE OF SUBSISTENCE AND REIMBURSABLE EXPENSES

The following unit prices are used in this Contract for Calendar Year 2006. Adjustments for subsequent years will be based on Federal rates at the current time of the written task and authorization.

(1) Air Travel	At Coach/Economy Cost Based on appropriate City-Pair
Per Diem	\$95/day Based on a quarter period (6 hours), no receipts.
<u>OR:</u>	
{ Hotel/Lodging	\$119.00 per person per day
{	Based on 2006 Federal Per Diem
{ Subsistence	\$40.00 per person per day
	Breakfast: \$ 6.00
	Lunch: \$12.00
	Dinner: \$22.00
	Based on 2006 Palm Beach County Policies and Procedures Manual Travel – PPM# CW-F-009
Rental Car	\$56.75 per car per day Based on 2006 Budget Rental Rates
Personal Auto	\$0.445 per mile Based on 2006 Palm Beach County Policies and Procedures Manual Travel – PPM# CW-F-009 (IRS Standard Rate Beginning 01/01/2006)
Overnight Delivery	At Cost
Outside Reprographic Services	At cost

- (1) Persons must specify the most economical method of travel. All travel must be by a usually traded route. If a person travels by an indirect route for personal convenience, any extra cost(s) will be at the traveler's expense. Commercial air travel by the most economical class. Other carrier rates paid only if a statement is attached certifying that tourist or coach was not available at a reasonable flight time.

Exhibit B-I-1
Task No. I-01-DOA-L-001
Article 16 - Zoning Update - Palm Beach County Department of Airports
Manhour and Fee Estimate

Item/Task Description	Program Manager	Project Manager	Senior (Engineer / Arch / Planner /Scientist)	Engineer / Arch / Planner /Scientist	Junior (Engineer / Arch / Planner /Scientist)	Designer	Technician	Clerical	Total
2007 Rate	\$189.00	\$162.00	\$162.00	\$135.00	\$120.00	\$100.00	\$78.00	\$72.00	
Aviation Planning									
Task 1 - Review Current Code - Article 16		2		8	16				26
Task 2 - Review Applicable Federal/State Airport Zoning Documentation				4	8				12
Task 3 - Update Article 16 - Airport Zoning Ordinance		2		16	16				34
Task 4 - Add/Update Appendix Graphics and Tables				8	16		40		64
Task 5 - Coordination and Review Process		24		8					32
Task 6 - Final Documentation		2		8			16		26
Aviation Planning Hours	0	30	0	52	56	0	56	0	194
Aviation Planning Fee	\$0	\$4,860	\$0	\$7,020	\$6,720	\$0	\$4,368	\$0	\$22,968
Labor Total									
Total Estimated Hours:	0	30	0	52	56	0	56	0	194
Total Estimated Labor Costs (Lump Sum):	\$0	\$4,860	\$0	\$7,020	\$6,720	\$0	\$4,368	\$0	\$22,968.00
Expenses									
Lump Sum Expenses									\$1,275.00
TOTAL LUMP SUM AMOUNTS									\$24,243.00

Exhibit B-I-2

Task I-01-PBI-L-002

Building 846 Demolition / Construct Apron A - Palm Beach International Airport

Manhour and Fee Estimate

Item/Task Description	Program Manager	Project Manager	Senior (Engineer / Arch / Planner / Scientist)	Engineer / Arch / Planner / Scientist	Junior (Engineer / Arch / Planner / Scientist)	Designer	Technician	Clerical	Total
2007 Rate	\$189.00	\$162.00	\$162.00	\$135.00	\$120.00	\$100.00	\$78.00	\$72.00	
30% Design									
Acquire and Examine Existing Drawings			4		8				12
Programming Meeting with Owner	4	4	4						12
Perform Field Verifications			8						8
Project Kick Off Meeting	4	4	4						12
Examine Est. Construction Costs					2				2
Evaluate Existing Asbestos Survey		2	2		1				5
Meetings with Utilities	8	24	60		60	5		20	177
Evaluate Utility Locations/Conflicts			2		2				4
Develop Apron Layouts and Alternatives			2		16	16			34
Develop Road, Access and Security Alts.			2		4		12		18
Develop Pavement Design and Alternatives			2		4		12		18
Analyze Existing Ramp Pavement & Layout					4				4
Drainage Design			16		32		16		64
Prepare Engineer's Cost Estimate		2	2		8		8		20
Prepare Construction Schedule		2			2				4
Prepare Engineer's Report		2	4		16			2	24
Preliminary Design Drawings									
Cover Sheet						4	2		6
Project Layout & Safety Plan					1	16	8		25
Safety and Phasing Plan					1	16	4		21
Staking & Demolition Plans					1	16	8		25
Utility Plans/Coordination					1	16	8		25
Quality Review	4	8							12
Submit 30% Contract Documents					2			4	6
30% Design Hours	20	48	112	0	165	89	78	26	538
30% Design Fee	\$3,780	\$7,776	\$18,144	\$0	\$19,800	\$8,900	\$6,084	\$1,872	\$66,356
60% Design									
Review Meeting with DOA	8	8			4			4	24
Drainage Design			48		80		16		144
Apron Layout and Design			24		40	40			104
Pavement Design			16		16				32
Technical Specifications Outline			8		32			32	72
Front End Documents		4	32					32	68
Engineer's Cost Estimate			8					8	16
Construction Schedule		4			4				8
Engineer's Report		4			16			32	52
60% Plans									
Cover Sheet					2		2		4
Project Layout & Safety Plan					4	10	12		26
General Notes & Summary of Quantities					4	10	4		18
Typical Sections and Paving Details					2	18	24		44
Safety and Phasing Plan					2	6	4		12
Staking & Demolition Plans					2	24	16		42
Building Demolition Plans					4	24	4		32
Utility Plans/Coordination					8	20			28
Paving, Grading & Drainage Plans					8	24	24		56
Roadway and Taxilane Profiles					8	24	24		56

Exhibit B-I-2

Task I-01-PBI-L-002

Building 846 Demolition / Construct Apron A - Palm Beach International Airport
Manhour and Fee Estimate

Item/Task Description	Program Manager	Project Manager	Senior (Engineer / Arch / Planner / Scientist)	Engineer / Arch / Planner / Scientist	Junior (Engineer / Arch / Planner / Scientist)	Designer	Technician	Clerical	Total
2007 Rate	\$189.00	\$162.00	\$162.00	\$135.00	\$120.00	\$100.00	\$78.00	\$72.00	
Drainage Profiles					8	28			36
Drainage Details					4	8	16		28
Pavement Marking & Sodding Plan					4		16		20
Set Up Lighting and Signage Plans					2		16		18
Erosion Control Details					2		4		6
Cross Sections					4	20	32		56
Quality Review	8	16							24
Submit 60% Contract Documents					2			8	10
60% Design Hours	16	36	136	0	262	256	214	116	1036
60% Design Fee	\$3,024	\$5,832	\$22,032	\$0	\$31,440	\$25,600	\$16,692	\$8,352	\$112,972
Drainage Permitting									
Additional Calculations for Permit			16		24				40
Pre-Application Meeting		8	8					2	18
Prepare SFWMD/ACOE Permit Documents			8		14		16	8	46
Submit Copies to Agencies		2	4					2	8
QC Review of Permit Docs		4							4
RAI Responses (1)			8		16				24
Drainage Permitting* Hours	0	14	44		54	0	16	12	140
Drainage Permitting* Fee	\$0	\$2,268	\$7,128	\$0	\$6,480	\$0	\$1,248	\$864	\$17,988
Final Design									
Review Meeting with DOA	8	8			8			2	26
Drainage Design			8		8		8		24
Apron Layout and Design			8			20			28
Pavement Design			8		8				16
Technical Specifications Outline			8		8			32	48
Front End Documents		4	16					32	52
Engineer's Cost Estimate			8					8	16
Construction Schedule		4			8				12
Engineer's Report		4	8		32			32	76
FAA Airspace Study Checklist		2			8			8	18
90% Plans									
Cover Sheet					2		4		6
Project Layout & Safety Plan					8		40		48
General Notes & Summary of Quantities					8		24		32
Typical Sections and Paving Details					8		24		32
Safety and Phasing Plan					8		8		16
Staking & Demolition Plans					8		32		40
Building Demolition Plans					16		32		48
Utility Plans/Coordination					16		16		32
Paving, Grading & Drainage Plans					16		40		56
Roadway and Taxiway Profiles					16		40		56
Drainage Profiles					16				16
Drainage Details					8		48		56
Pavement Marking & Sodding Plan					8		48		56
Set Up Lighting and Signage Plans					4		48		52
Erosion Control Details					8		16		24
Cross Sections					8		48		56

Exhibit B-I-2
Task I-01-PBI-L-002
Building 846 Demolition / Construct Apron A - Palm Beach International Airport
Manhour and Fee Estimate

Item/Task Description	Program Manager	Project Manager	Senior (Engineer / Arch / Planner / Scientist)	Engineer / Arch / Planner / Scientist	Junior (Engineer / Arch / Planner / Scientist)	Designer	Technician	Clerical	Total
2007 Rate	\$189.00	\$162.00	\$162.00	\$135.00	\$120.00	\$100.00	\$78.00	\$72.00	
Quality Review	8	8				8			24
Submit 90% Contract Documents					4			8	12
Project Layout & Safety Plan Hours	8	30	64	0	242	28	476	122	970
Project Layout & Safety Plan Fee	\$3,024	\$4,860	\$10,368	\$0	\$29,040	\$2,800	\$37,128	\$8,784	\$96,004
100% (Bidding) Documents									
Final Revisions and Additions to Plans					8	21	24		53
Final Revisions and Additions to Specs			4		16			16	36
Final Engineer's Cost Estimate					4	4			8
Final Construction Schedule					2				2
Final Engineer's Report					8			12	20
Quality Review	8	16							24
Submit 100% Contract Documents					4			8	12
100% (Bidding) Documents Hours	8	16	4	0	42	25	24	36	155
100% (Bidding) Documents Fee	\$1,512	\$2,592	\$648	\$0	\$5,040	\$2,500	\$1,872	\$2,592	\$16,756
Bidding Phase Services									
Advertise and Coordinate			2		4				6
Pre-Bid Conference	8	8						4	20
Answers to Bidders/Issue Addenda			2		8				10
Bid Opening									0
Review Bids for Responsiveness		2	4		4				10
Certified Bid Tabs/Award Contract		2			2			2	6
Contract Preparation		4	16		20			20	60
Bidding Phase Services* Hours	8	16	24	0	38	0	0	26	112
Bidding Phase Services* Fee	\$1,512	\$2,592	\$3,888	\$0	\$4,560	\$0	\$0	\$1,872	\$14,424
Labor Totals									
Total Estimated Hours:	68	160	384	0	803	398	808	338	2959
Total Estimated Labor Costs (Lump Sum):	\$12,852	\$25,920	\$62,208	\$0	\$96,360	\$39,800	\$63,024	\$24,336	\$324,500.00
Subconsultants									
Brown & Phillips Land Surveyors, Inc. (BBE) – Topographic Surveying and Mapping - T&M									\$25,000
Hillers Electrical Engineering (HBE) – Airfield Electrical Engineering / NAVAIDS - LS									\$98,120
Nodarse & Associates, Inc. (WBE) – Geotechnical / Quality Assurance Testing - T&M									\$24,900
Subtotal- Subconsultants									\$148,020
Subconsultant Coordination - LS									\$14,402
Expenses									
Lump Sum Expenses									\$16,225.00
TOTAL NOT TO EXCEED AMOUNT									\$503,457.00

*=denotes special (non-basic) services.

Exhibit B -I-3
PBCDOA Task No. I-01-F45-L-003
North Palm Beach County General Aviation Airport
ID of Site Regulatory Requirements Services
Manhour and Fee Estimate

Item/Task Description	Principal	Program Manager	Project Manager	Senior (Engineer / Arch / Planner)	Junior (Engineer / Arch / Planner)	Designer	Clerical	Total
2007 Rate	\$189.00	\$189.00	\$162.00	\$162.00	\$120.00	\$100.00	\$72.00	
In House Data Collection								
ALP Verification						1		1
NC Env. Constraints Inv. review			1			4		5
NC Wetland ID & Eval. Report review				1		4		5
Previous permits review/research				2	4	8		14
Permitted impacts/mitigation inventory			1	4		16		21
Historical aerial analysis				4	4	12		20
In House Data Collection Hours	0	0	2	11	8	45	0	66
In House Data Collection Fee	\$0	\$0	\$324	\$1,782	\$960	\$4,500	\$0	\$7,566
Environmental Survey, Wetland Characterization, and Protected Species Survey								
Aerial wetland delineation review (~10 wetlands)				4	4			8
Prel. Wetland limits verification				8	32	12		52
Preliminary Protected Species survey (200-acre project site)					16	4		20
Prel. UMAM - 7 wetlands					8	8		16
Environmental Survey, Wetland Characterization, and Protected Species Survey Hours	0	0	0	12	60	24	0	96
Environmental Survey, Wetland Characterization, and Protected Species Survey Fee	\$0	\$0	\$0	\$1,944	\$7,200	\$2,400	\$0	\$11,544
Environmental Regulatory Requirements Report								
Introduction					2	2		4
Data Collection					4	2		6
Methods				1	6			7
Results and Discussion								
Land Use and Cover/Biotic Communities				2	6	12		20
Wetlands - type & description				3	16	24		43
Uplands- type and description				2	12	10		24
FLUCFCS Maps & Summary Tables				2	6	12		20
Protected Species				2	12	16		30
Photo Pages						8		8
Reg. Requirements								
FAA- NEPA				1	4			5
COE -Section 404				1	3			4
USFWS				1	2			3
SFWMD - ERP				1	4			5
FFWCC - Protected Species				1	2			3
Treasure Coast Regional Planning Council				1	4			5
Agency coordination				4	16			20
QA/QC			16		4		16	36
Report Preparation	0	0	16	22	103	86	16	243
Report Preparation	\$0	\$0	\$2,592	\$3,564	\$12,360	\$8,600	\$1,152	\$28,268
Project Management								
Client coordination			16					16
Internal coordination & progress reports			16					16
Meetings (4)		16	32					48
Project Management Hours	0	16	64	0	0	0	0	80
Project Management Fee	\$0	\$3,024	\$10,368	\$0	\$0	\$0	\$0	\$13,392
Subcontractors								
Total Estimated Hours:	0	16	82	45	171	155	16	485
Total Estimated Labor Costs (Lump Sum):	\$0	\$3,024	\$13,284	\$7,290	\$20,520	\$15,500	\$1,152	\$60,770.00
Subconsultant								
Scheda Ecological Associates, Inc. – Environmental (Natural Resources)								\$16,500.00
Subconsultant Coordination								\$1,650.00
Expenses								
Lump Sum Expenses								\$3,121.00
TOTAL LUMP SUM AMOUNT								

Exhibit B-I-4
Task No. I-01-PBI-L-004
Long-Term Parking Garage Inspection - Palm Beach International Airport
Manhour and Fee Estimate

Item/Task Description	Program Manager	Project Manager	Senior (Engineer / Arch / Planner / Scientist)	Engineer / Arch / Planner / Scientist	Junior (Engineer / Arch / Planner / Scientist)	Designer	Technician	Clerical	Total
2007 Rate	\$189.00	\$162.00	\$162.00	\$135.00	\$120.00	\$100.00	\$78.00	\$72.00	
Project Management									
Task 1 - Project Management	8	16							24
Task 2 - Meetings	8	8							16
Project Management Hours	16	24	0	0	0	0	0	0	40
Project Management Fee	\$3,024	\$3,888	\$0	\$0	\$0	\$0	\$0	\$0	\$6,912
Structural Inspection									
Task 1 - Garage Inspection			80						80
Structural Inspection Hours	0	0	80	0	0	0	0	0	80
Structural Inspection Fee	\$0	\$0	\$12,960	\$0	\$0	\$0	\$0	\$0	\$12,960
Recommendation Development									
Task 1 - Repair Recommendations		4	6	6					16
Task 2 - Maintenance Recommendations		1	2	4					7
Recommendation Development Hours	0	5	8	10	0	0	0	0	23
Recommendation Development Fee	\$0	\$810	\$1,296	\$1,350	\$0	\$0	\$0	\$0	\$3,456
Inspection Report									
Task 1 - Inspection Report		4							4
Executive Summary			1					1	2
Introduction				1				1	2
Location Map				1				2	3
Photographic Inventory (Location)				1				1	2
Summary of Findings			2					1	3
Recommendations									0
Repair/Rehabilitation			1	1				2	4
Maintenance			1	1				2	4
Appendices									0
Detailed Report of Findings			4	8				4	16
Photographic Log of Deficiencies			2	4				4	10
Material Testing Results (Nodarse)									0
Estimated Repair/Rehab. Costs			2					1	3
Task 2 - Meeting & Recommendations		4	16						20
Inspection Report Hours	0	8	29	17	0	0	0	19	73
Inspection Report Fee	\$0	\$1,296	\$4,698	\$2,295	\$0	\$0	\$0	\$1,368	\$9,657
Labor Total									
Total Estimated Hours:	16	37	117	27	0	0	0	19	216
Total Estimated Labor Costs (Lump Sum):	\$3,024	\$5,994	\$18,954	\$3,645	\$0	\$0	\$0	\$1,368	\$32,985.00
Subconsultant									
Nodarse & Associates, Inc. (WBE) – Material Testing									\$21,865.00
Subconsultant Coordination									\$2,100.00
Expenses									
Lump Sum Expenses									\$3,400.00
TOTAL LUMP SUM AMOUNT									
									\$39,550.00

Exhibit B-I-5

Task No. I-01-DOA-L-005

Maintenance Compound Improvements - Palm Beach International Airport
Manhour and Fee Estimate

Item/Task Description	Program Manager	Project Manager	Senior (Engineer / Arch / Planner / Scientist)	Engineer / Arch / Planner / Scientist	Junior (Engineer / Arch / Planner / Scientist)	Designer	Technician	Clerical	Total
2007 Rate	\$189.00	\$162.00	\$162.00	\$135.00	\$120.00	\$100.00	\$78.00	\$72.00	
Phase 1 - Inventory and Evaluation									
Acquire and Examine Existing Drawings		2			4		4	1	11
Programming meeting(s) with Owner	4	4			4			1	13
Perform Field Verifications		8			40		40		88
Civil: Perform Field Verifications			16		16				32
Prepare Existing Cadd Base Drawings		2			16		40		58
Written Evaluation/Recommendations Report		4			16		2	2	24
Quality Review		8							8
Submit Evaluation Report (8 copies)		4			4			1	9
Inventory and Evaluation Hours	4	32	16	0	100	0	86	5	243
Inventory and Evaluation Fees	\$756	\$5,184	\$2,592	\$0	\$12,000	\$0	\$6,708	\$360	\$27,600.00
Phase 2 - Preliminary Design									
Review with M/E/P/F/P Subconsultants		4			12		4	2	22
Prepare Preliminary Base Design		8			40		60	2	110
Civil: Prepare Preliminary Site Design			8		20		40	2	70
Update Project Schedule / Status		1			2			1	4
Preliminary Cost Estimates		4			8		2	1	15
Quality Review		8							8
Review Meeting with DOA	4	4			4			2	14
Preliminary Design Hours	4	29	8	0	86	0	106	10	243
Perform Field Verifications Fee	\$756	\$4,698	\$1,296	\$0	\$10,320	\$0	\$8,268	\$720	\$26,058.00
Phase 3 - Design Development									
Review with M/E/P/F/P Subconsultants		4			16		8		28
Update Design per Prelim. Des. Review Meeting		2			8		8		18
Prepare DD Documents/Prelim Specs		4			60		48	8	120
Update Project Schedule / Status		1			2		1	1	5
Update Cost Estimates		1			2		1	1	5
Quality Review		8							8
Review Meeting with DOA	4	4			4			2	14
Phase 3 - Design Development Hours	4	24	0	0	92	0	66	12	198
Phase 3 - Design Development Fee	\$756	\$3,888	\$0	\$0	\$11,040	\$0	\$5,148	\$864	\$21,696.00
Phase 4 - Construction Documents									
Coordinate with M/E/P/F/P Subconsultants		8			24		8	2	42
Update Design per Des. Dev. Review Meeting		4			8		16	4	32
Prepare Construction Documents and Specs		24			120		80	16	240
Civil: Prepare Site Plans and Specs			16		40		80	16	152
Update Project Schedule / Status		2			4				6
Finalize Cost Estimate		2			4		2	1	9
Final Quality Review		8							8
Submit Final Documentation (8 copies)		4			4			1	9
Phase 4 - Construction Documents Hours	0	52	16	0	204	0	186	40	498
Phase 4 - Construction Documents Fee	\$0	\$8,424	\$2,592	\$0	\$24,480	\$0	\$14,508	\$2,880	\$52,884.00
Phase 5 - Bidding									
Advertise and Coordinate		4			4		2		10
Distribute Bidding Documents		4			16		2		22
Pre-Bid Conference	4	4			4			2	14
Answers to Bidders/Issue Addenda		8			16		4	4	32
Bid Opening		4			4			2	10
Review Bids for Responsiveness		2			4			1	7
Certified Bid Tabs/Award Contract		2			2			1	5
Contract Preparation		2			2			1	5
Phase 5 - Bidding Phase Services Hours	4	30	0	0	52	0	8	11	105
Phase 5 - Bidding Phase Services Fee	\$756	\$4,860	\$0	\$0	\$6,240	\$0	\$624	\$792	\$13,272.00
Total Estimated Hours:	16	167	40	0	534	0	452	78	1287
Total Estimated Labor Costs (Lump Sum):	\$3,024	\$27,054	\$6,480	\$0	\$64,080	\$0	\$35,256	\$5,616	\$141,510.00
Subcontractor and Consultant Fees									
Brown & Philips Land Surveyors, Inc. (BBE) – Topographic Surveying and Mapping - T&M									\$15,000.00
Hilliers Electrical Engineering (DBE) – Electrical Engineering - LS									\$30,620.00
Gartek Engineering Corp. (DBE) - Mechanical/Plumbing/Fire Protection - LS									\$28,840.00
Bowen Engineering, Inc. (DBE) - Structural Engineering - LS									\$20,315.00
Subconsultant Coordination									\$9,478.00
Lump Sum Expenses Estimate									\$5,000.00
TOTAL NOT TO EXCEED AMOUNT									\$233,500.00

EXHIBIT "C"

PROPOSED SCHEDULES

EXHIBIT "C-I-1"
PROPOSED SCHEDULE
TASK I-01-DOA-L-001 (Article 16 – Zoning Update)

<u>Task</u>	<u>Duration</u>
Task 1 - Review Current Code – Article 16	10 Days
Task 2 - Review Applicable Federal and State Airport Zoning Documentation	10 Days
Task 3 - Update Article 16 – Airport Zoning Ordinance	30 Days
Task 4 - Add/Update Appendix Graphics/Tables	30 Days
Task 5 - Coordination and Review Process	60 Days
Task 6 - Final Documentation	20 Days

EXHIBIT "C-I-2"
PROPOSED SCHEDULE
TASK I-01-PBI-L-002 (Building 846 Demolition / Construct Apron A)

<u>Task</u>	<u>Duration</u>
30% Design	60 days
60% Design	60 days
90% Design & Drainage Permitting	90 days
Final Design	30 days
Bidding	60 days

EXHIBIT "C-I-3"
PROPOSED SCHEDULE
TASK I-01-F45-L-003 (North County Site Regulatory Requirements Services)

<u>Task</u>	<u>Duration</u>
Data Collection	60 days
Field Surveys	60 days
Agency Coord.	90 days
Draft Report	90 days
Final Report	60 days

EXHIBIT "C-I-4"
PROPOSED SCHEDULE
TASK I-01-PBI-L-004 (Longterm Parking Garage Inspection)

<u>Task</u>	<u>Duration</u>
Field Inspection & Testing	7 days
Lab Testing & Reporting	14 days
Inspection Report Preparation	21 days

EXHIBIT "C-I-5"
PROPOSED SCHEDULE
TASK I-01-DOA-L-005 (Maintenance Compound Improvements)

The *Inventory and Evaluations* "Recommendation Report" shall be completed within 30 days of receipt of the Notice-to-Proceed. Upon PBCDOA approval of recommended work, a comprehensive schedule for the remainder of the design, bidding and construction will be submitted, however the durations are estimated to be as follows:

<u>Task</u>	<u>Duration</u>
Construction Documents	120 Days
Bidding	45 Days

EXHIBIT "D"

DBE

SCHEDULE FOR PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISE CONSULTANTS

(FORM DBE SCHEDULE 1)

PROJECT NAME: General Consulting Services PROJECT NO. _____
 NAME OF PRIME: THE LPA GROUP INCORPORATED

CONTACT PERSON: Mr. Mohsen Mohammadi, Ph.D., P.E. PHONE NO. (813) 889-3892

SUBMITTAL DATE: November 22, 2005

THIS FORM MUST ACCOMPANY "LETTER OF INTENT TO PERFORM BY DBE SUBCONSULTANTS"

Name, Address and Telephone Number of Minority Contractor	Type & Description of Work to be Performed	Contract % Amount			
		Black	Hispanic	Women	Other (Specify)

1. Brown & Phillips, Inc. 2901 Northpoint Parkway Suite 305 West Palm Beach, Florida 33407 (561) 615-3988	Topographic Surveying	% <u>9</u>	% _____	% _____	% _____
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2. Nodarse & Associates, Inc. 2448 Metrocentre Blvd. West Palm Beach, Florida 33407 (561) 616-0870	Geotechnical Eng. / Materials Testing	% _____	% _____	% <u>9</u>	% _____
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3. Hillers Electrical Eng., Inc. 23257 State Road 7 Suite 100 Boca Raton, Florida 33428 (561) 451-9165	Airfield Electrical / NAVAIDS	% _____	% <u>8</u>	% _____	% _____
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4. Other DBE Firms		% <u>2</u>	% _____	% _____	% _____
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TOTAL		% <u>2</u>	% <u>9</u>	% <u>8</u>	% <u>9</u>
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PRIME CONSULTANT TO COMPLETE:

Total % Participation: 28%

**LETTER OF INTENT TO PERFORM AS AN
SBE, M/WBE AND/OR SUB-CONSULTANT**

TO: The LPA Group Inc.

(NAME OF PRIME CONSULTANT)

(ADDRESS)

CONTACT PERSON & TITLE: Mohsen Mohammadi

FROM: Brown & Phillips, Inc.

SUB-CONSULTANT

901 Northpoint Parkway, Ste. 305 WPB, FL 33407

(ADDRESS)

561-615-3988

(TELEPHONE No.)

561-615-3986

(FAX No.)

CONTACT PERSON: Anthony Brown

TITLE: CEO

EMAIL: tony@brown-phillips.com

The undersigned intend to perform work in connection with the above project as (check one):
_____ an individual ☒ a corporation _____ a partnership _____ a joint venture

B. PALM BEACH COUNTY CERTIFIED SBE OR M/WBE * : ☒ YES _____ NO **IF YES, Check all that apply:**

* MBE: ☒ BL _____ H _____

_____ WBE _____ O(Other)

* SBE: ☒ BL _____ H _____

_____ WBE _____ O(Other)

_____ White Male

* ATTACH APPLICABLE COPY OF NOTICE OF PALM BEACH COUNTY SBE OR M/WBE CERTIFICATION

The undersigned is prepared to perform the following described work in connection with the project (specify in detail, particular work items or parts thereof to be performed by the sub-consultant) or Prime if SBE or M/WBE:

1. Activity Provided: Land Surveying

2. ** SUB-CONSULTANT'S "TOTAL PARTICIPATION" FOR THIS PROJECT : _____

The undersigned will enter into a formal agreement for the described work with the above-named prime consultant upon an executed agreement with Palm Beach County.

Project: PBCo. Dept. of Airports General Consulting Services

Proj. No. _____

Brown & Phillips, Inc.

NAME OF SUB-CONSULTANT FIRM

John E. Phillips III, President

(PRINT - NAME & TITLE OF AUTHORIZED REPRESENTATIVE)

BY: [Signature]

(SIGNATURE OF AUTHORIZED REPRESENTATIVE) (DATE) 11/11/05

LETTER OF INTENT TO PERFORM AS A DBE CONSULTANT

TO: THE LPA GROUP INCORPORATED
(NAME OF PRIME CONSULTANT)

2090 Palm Beach Lakes, Blvd. Suite 503 West Palm Beach, Florida 33409
(ADDRESS)

CONTACT PERSON AND TITLE: Mr. Mohsen Mohammadi, Ph.D., P.E., Vice President

FROM: Hillers Electrical Engineering, Inc.
(NAME OF SUBCONSULTANT)

23257 State Road 7, Suite 100, Boca Raton, FL 33428
(ADDRESS)

CONTACT PERSON AND TITLE: Paul Hillers, President

The undersigned intend to perform work in connection with the above project as (check one):

 an individual X a corporation
 a partnership a joint venture

The undersigned is certified by Palm Beach County Department of Airports as a DBE.

Certification date:

Certified DBE with FDOT (Letter attached).

Attach proof of DBE certification, either letter or certificate from certifying agency if DBE firm is not listed in current Palm Beach County Department of Airports Directory.

The undersigned is prepared to perform the following described work in connection with the above project (specify in detail particular work items or parts thereof to be performed):

Airfield Electrical Engineering / NAVAIDS

which is 8 % of the total estimated dollar value of work to be performed on the named project.

The undersigned will enter in to a formal agreement for the described work with the above-named prime consultant upon an executed contract with Palm Beach County.

PBC DEPARTMENT OF AIRPORTS PROJECT: GENERAL CONSULTING SERVICES

HILLERS ELECTRICAL ENGINEERING, INC. (561) 451-9165
(NAME OF DBE CONSULTANT FIRM) (TELEPHONE #)

BY:  November 16, 2005
(SIGNATURE OF REPRESENTATIVE) (DATE)

Paul Hillers, President
(NAME & TITLE OF SIGNATURE REPRESENTATIVE)

LETTER OF INTENT TO PERFORM AS A DBE SUBCONSULTANT

TO: The LPA Group Incorporated

(NAME OF PRIME CONSULTANT)

700 Huger Street, Columbia, SC 29201

(ADDRESS)

CONTACT PERSON & TITLE: Mohsen Mohammadi, Ph.D., P.E.,
Program Manager

FROM: Nodarse & Associates, Inc.

(NAME OF SUBCONSULTANT)

2448 Metrocentre Boulevard, West Palm Beach, Florida 33407

(ADDRESS)

CONTACT PERSON & TITLE: Fouad S. Masri, P.E., Sr. Vice President

The undersigned intend to perform work in connection with the above project as (check one):

 an individual X a corporation

 a partnership a joint venture

The undersigned is certified by Palm Beach County Department of Airport as a DBE.

Attach proof of DBE certification.

The undersigned is prepared to perform the following described work in connection with the above project (specify in detail particular work items or parts thereof to be performed:): Geotechnical Services

which is a % of the total estimated dollar value of work to be performed on the named project.

The undersigned will enter into a formal agreement for the described work with the above-named prime consultant upon an executed contract with Palm Beach County.

PBC DEPARTMENT OF AIRPORTS PROJECT: Palm Beach County Department of Airports General Consulting Services

Nodarse & Associates, Inc. (561) 616-0870

NAME OF DBE SUBCONSULTANT FIRM) (TELEPHONE #)

BY: Fouad Masri 11/17/05
(SIGNATURE OF REPRESENTATIVE) (DATE)

Fouad S. Masri, P.E., Sr. Vice President
(NAME & TITLE OF SIGNATURE REPRESENTATIVE)
PRINT/TYPE

Revised 10/01/96

EXHIBIT "E"

ADDITIONAL CONTRACT REQUIREMENTS FOR FEDERALLY FUNDED PROJECTS

The following terms and conditions are applicable to all contracts funded in whole or part by Federal funds including, but not limited to, AIP funds.

ACCESS TO RECORDS AND REPORTS

The Contractor shall maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520 - GENERAL CIVIL RIGHTS PROVISIONS

The contractor assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport a program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the contractor or their subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

The bidder/offeror certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

CIVIL RIGHTS ACT OF 1964, TITLE VI – CONTRACTOR CONTRACTUAL REQUIREMENTS

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1.1 Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

1.2 Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

1.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

1.4 Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

1.5 Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

1.6 Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

- (1) No Federal appropriated funds shall be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

RIGHTS TO INVENTIONS

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

TRADE RESTRICTION CLAUSE

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

TERMINATION OF CONTRACT

- a. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
- b. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
- c. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
- d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.
- e. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.