

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

Meeting Date: February 6, 2007

[x] Consent [] Regular
[] Workshop [] Public Hearing

Department:

Submitted By: Department of Airports

Submitted For:

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Amendment No. 4 to the General Consulting Agreement with CH2M Hill, Inc. for Consulting/Professional Services to exercise the first one-year renewal option for the continued performance of professional planning and design services related to the approved Palm Beach County Airports' Capital Improvement Program.

Summary: The Consulting Agreement (R-2005-0319) with CH2M Hill, Inc. for general airport planning and design was approved on February 15, 2005 in order to carry out the approved Capital Improvement Programs for the County's Airports. On February 7, 2006 the County entered into Amendment No. 1 (R-2006-0194) to provide additional services. On May 16, 2006 the County entered into Amendment No. 2 (R-2006-0841) to provide additional services. On October 17, 2006 the County entered into Amendment No. 3 (R-2006-2207) to provide additional services. This Amendment will allow the County, at its sole discretion, to exercise the first one (1) year renewal option for the continuation of services provided under this Agreement. There is no fiscal impact associated with this Amendment. The Disadvantaged Business Enterprise (DBE) Goal will remain at 28.52%. **Countywide (JCM)**

Background and Justification: In order to carry out the approved Capital Improvement Program for the County, the Department of Airports requires professional planning and design engineering services. On February 15, 2005 the County entered into a Consulting Agreement (R2005-0319) with CH2M Hill, Inc. for General Airport Planning and Design. On February 7, 2006 the County entered into Amendment No. 1 (R-2006-0194) to provide services for Specific Projects such as: System Wide Airport Master Planning Study (Phase II), Cabin Air System Improvements, Terminal Signage Construction Documents, FEMA Disaster Assistance, Property Acquisition Services, Phase I Environmental Site Assessment, 2006 Feasibility Report, PFC Application Support, and Pahokee Facility Reconstruction, as well as Annual Services, and Miscellaneous and Administrative Services. On May 16, 2006 the County entered into Amendment No. 2 (R-2006-0841) to provide Construction Management Services for the Long Term Parking Garage No. 2 at Palm Beach International Airport (PBIA), Concourse B and C Panel Repairs (hurricane repairs) at PBIA, and Terminal Skylight Replacement (hurricane repairs) at PBIA. (continued on page 3)

Attachments:

1. Amendment No. 4 with CH2M Hill, Inc. – 3 Originals

Recommended By: _____

Department Director

Date

Approved By: _____

County Administrator

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	=====	=====	=====	=====	=====
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes _____ No _____
Budget Account No: Fund _____ Department _____ Unit _____ Object _____
Reporting Category _____


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

There is no fiscal impact associated with this Amendment.

C. Departmental Fiscal Review:

III. REVIEW COMMENTS


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

 1-23-07
OFMB
1/18/2007 am 1-18-07 PM 1-18-07

 1/26/07
Contract Dev. and Control

B. Legal Sufficiency:

This amendment complies with
our review requirements.

 1/25/07
Assistant County Attorney

C. Other Department Review:

Department Director

REVISED 9/03

ADM FORM 01

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT)

Background and Justification: (continued from page 1)

On October 17, 2006 the County entered into Amendment No. 3 (R-2006-2207) to provide additional services including Property Acquisition Services, Stormwater Management Master Plan and SFWMD Conceptual Environmental Resource Permit Application, Letter of Intent Application and Benefit Cost Analysis, Delay and Capacity Simulation Study, Environmental Impact Statement Planning Support, FEMA Disaster Assistance and Request for Proposal (RFP) Development, as well as various miscellaneous and administrative services, including staff extension, planning and engineering, construction administration, maintenance support and County permitting reviews. The Agreement is for 2 years with 2 one-year renewal options. The base Agreement expires on February 14, 2007, thus requiring the renewal option to ensure continuation of the services provided by the Consultant under the Agreement.

**AMENDMENT NO. 4 TO CONTRACT
BETWEEN
PALM BEACH COUNTY DEPARTMENT OF AIRPORTS
AND
CH2M HILL, INC.
FOR**

**GENERAL CONSULTING SERVICES FOR ARCHITECTURAL, ENGINEERING,
CONSTRUCTION MANAGEMENT, AND LAND DEVELOPMENT**

This Amendment No. 4 to the Contract is made as of the _____ day of _____, 2007, by and between Palm Beach County, Florida (County) and CH2M HILL, Inc., a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, having its office and principal place of business at 3001 PGA Boulevard, Suite 300, Palm Beach Gardens, Florida 33410 whose Federal Tax I.D. number is 59-0918189.

WITNESSETH

WHEREAS, on February 15, 2005, the County entered in to an Agreement (R2005 0319) with the CONSULTANT for the CONSULTANT to provide General Airport Consulting Services for the Palm Beach County Department of Airports, for a period of 24 months with up to two (2) additional twelve (12) month renewals at the County's Option (the Contract); and

WHEREAS, on February 7, 2006, the County approved Amendment No. 1 (R2006 0194) to agreement (R2005 0319) with the CONSULTANT, and

WHEREAS, on May 16, 2006, the County approved Amendment No. 2 (R2006 0841) to agreement (R2005 0319) with the CONSULTANT, and

WHEREAS, on October 17, 2006, the County approved Amendment No. 3 (R2006 2207) to agreement (R2005 0319) with the CONSULTANT, and

WHEREAS, Article 2 of the Contract defines the performance period of the contract as two (2) years, with two (2) one (1) year renewal options, the exercise of which are within County's sole control and discretion, and

WHEREAS, it is the County's desire to exercise the first one (1) year renewal option for the continuation of services provided by the CONSULTANT under this contract.

NOW THEREFORE, in considerations of the mutual covenants herein contained, and such other good and valuable consideration, the receipt of which the parties hereby acknowledge, the parties agree to the following terms and conditions.

1. The parties hereby agree to amend the Contract to include the first one (1) year renewal option for the continuation of services provided by the CONSULTANT under this contract.
2. Except as specifically amended herein, all other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused the Fourth Amendment to the Contract to be signed by the Chairperson of the Board of County Commissioners and the Seal of said Board to be fixed hereto and attested by the Clerk of said board, and the CONSULTANT, CH2M HILL, has caused these present to be signed in its corporate name by its duly authorized officer Terry A. Ruhl, acting on behalf of said CONSULTANT, and the Seal of said CONSULTANT to be affixed hereto and attested by the Secretary of said CONSULTANT, the day and year first written above.

ATTEST:

PALM BEACH COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

SHARON R. BOCK
CLERK AND COMPTROLLER

By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

WITNESS:

CONSULTANT:

Paula W. Chase
SIGNATURE

CH2M HILL
COMPANY NAME

PAULA W. CHASE
Name (type or print)

Terry A. Ruhl
Signature

Terry A. Ruhl
Name (type or print)
Vice President
Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY: _____
COUNTY ATTORNEY

(Corporate Seal)

APPROVED AS TO TERMS
AND CONDITIONS

By: [Signature]
DEPARTMENT DIRECTOR

MARSH

CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER
SEA-000956099-01

PRODUCER

MARSH USA INC.
1225 17TH STREET, SUITE 2100
DENVER, CO 80202-5534THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS
NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE
POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE
AFFORDED BY THE POLICIES DESCRIBED HEREIN.

COMPANIES AFFORDING COVERAGE

COMPANY

A ZURICH AMERICAN INSURANCE COMPANY

COMPANY

B ACE AMERICAN INSURANCE COMPANY

COMPANY

C AMERICAN ZURICH INSURANCE CO.

COMPANY

D

15114 -01234-ALL3-

WPB

956099

INSURED

CH2M HILL, INC.
ONE HARVARD CIRCLE
WEST PALM BEACH, FL 33409

COVERAGES

This certificate supersedes and replaces any previously issued certificate for the policy period noted below.

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED.
NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY
PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. AGGREGATE
LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	GLO3784726-02	05/01/06	05/01/07	GENERAL AGGREGATE \$ 5,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$ 5,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ 1,500,000
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 1,500,000
	<input checked="" type="checkbox"/> \$500,000 SIR				FIRE DAMAGE (Any one fire) \$ 1,500,000
A	AUTOMOBILE LIABILITY	BAP8378516-11	05/01/06	05/01/07	MED EXP (Any one person) \$
	<input checked="" type="checkbox"/> ANY AUTO				COMBINED SINGLE LIMIT \$ 2,000,000
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per person) \$
	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE \$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: \$
	<input type="checkbox"/>				EACH ACCIDENT \$
	<input type="checkbox"/>				AGGREGATE \$
	<input type="checkbox"/>				
B	EXCESS LIABILITY	XOOG23573611	05/01/06	05/01/07	EACH OCCURRENCE \$ 3,000,000
	<input checked="" type="checkbox"/> UMBRELLA FORM				AGGREGATE \$ 3,000,000
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				\$
C A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC8378566-12 (AOS) WC8378565-11 (WI & MA) WC3784761-01 (HI & ID)	05/01/06 05/01/06 05/01/06	05/01/07 05/01/07 05/01/07	<input checked="" type="checkbox"/> WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER
	<input checked="" type="checkbox"/> THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL				EL EACH ACCIDENT \$ 1,000,000
					EL DISEASE-POLICY LIMIT \$ 1,000,000
					EL DISEASE-EACH EMPLOYEE \$ 1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

RE: PROJECT #326417 - PALM BEACH COUNTY DOA GENERAL CONSULTING SERVICES; PM: P. PARTENHEIMER.
PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, ITS OFFICERS,
EMPLOYEES AND AGENTS ARE NAMED AS ADDITIONAL INSURED AS THEIR INTEREST MAY APPEAR TO THE AUTOMOBILE LIABILITY AND AS
PER THE BLANKET ENDORSEMENT TO THE GENERAL LIABILITY POLICY. COVERAGE PROVIDED BY THE ABOVE GENERAL LIABILITY AND

CERTIFICATE HOLDER

PALM BEACH COUNTY DEPARTMENT OF AIRPORTS
ATTN: JERRY ALLEN, DIRECTOR OF PANNING &
DEVELOPMENT
846 PALM BEACH INTERNATIONAL AIRPORT
WEST PALM BEACH, FL 33406

CANCELLATION

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF,
THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE
CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR
LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE
ISSUER OF THIS CERTIFICATE.

MARSH USA INC.

BY: Dorothy A. Stevens

Dorothy A. Stevens

MM1(3/02)

VALID AS OF: 06/06/06

ADDITIONAL INFORMATION

SEA-000956099-01

DATE (MM/DD/YY)

06/06/06

PRODUCER

MARSH USA INC.
1225 17TH STREET, SUITE 2100
DENVER, CO 80202-5534

COMPANIES AFFORDING COVERAGE

COMPANY

E

COMPANY

F

COMPANY

G

COMPANY

H

15114 -01234-ALL3-

WPB

956099

INSURED

CH2M HILL, INC.
ONE HARVARD CIRCLE
WEST PALM BEACH, FL 33409

TEXT

CONTINUED FROM DESCRIPTION SECTION:

AUTO POLICIES SHALL BE PRIMARY AND IS LIMITED TO THE LIABILITY RESULTING FROM THE NAMED INSURED'S OWNERSHIP AND/OR OPERATIONS. GENERAL LIABILITY, AUTO LIABILITY AND WORKERS' COMPENSATION POLICIES INCLUDE A WAIVER OF SUBROGATION.

CERTIFICATE HOLDER

PALM BEACH COUNTY DEPARTMENT OF AIRPORTS
ATTN: JERRY ALLEN, DIRECTOR OF PANNING &
DEVELOPMENT
846 PALM BEACH INTERNATIONAL AIRPORT
WEST PALM BEACH, FL 33406

MARSH USA INC. BY

Dorothy A. Stevens

Dorothy A. Stevens

Page

MARSH

CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER
SEA-000956102-01

PRODUCER

MARSH USA, INC.
1225 17TH STREET, SUITE 2100
DENVER, CO 80202-5534THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS
NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE
POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE
AFFORDED BY THE POLICIES DESCRIBED HEREIN.

COMPANIES AFFORDING COVERAGE

COMPANY

A ZURICH AMERICAN INSURANCE COMPANY

COMPANY

B

COMPANY

C

COMPANY

D

15114 -00005-ALL5M-

WPB

956102

INSURED

CH2M HILL, INC.
ONE HARVARD CIRCLE
WEST PALM BEACH, FL 33409

COVERAGES

This certificate supersedes and replaces any previously issued certificate for the policy period noted below.

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED.
NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY
PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. AGGREGATE
LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY				
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				GENERAL AGGREGATE \$
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				PERSONAL & ADV INJURY \$
					EACH OCCURRENCE \$
					FIRE DAMAGE (Any one fire) \$
					MED EXP (Any one person) \$
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT \$
	<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 \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				
	<input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY: \$
					EACH ACCIDENT \$
					AGGREGATE \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE \$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				
	<input type="checkbox"/> THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				WC STATU- TORY LIMITS OTH- ER \$
	<input type="checkbox"/> OTHER				EL EACH ACCIDENT \$
					EL DISEASE-POLICY LIMIT \$
					EL DISEASE-EACH EMPLOYEE \$
A	PROFESSIONAL LIABILITY*	EOC3829621-04	05/01/06	05/01/07	\$5,000,000 EACH CLAIM AND TOTAL FOR ALL CLAIMS

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

RE: PROJECT #326417 - PALM BEACH COUNTY DOA GENERAL CONSULTING SERVICES; PM: P. PARTENHEIMER.

*FOR PROFESSIONAL LIABILITY COVERAGE, THE AGGREGATE LIMIT IS THE TOTAL INSURANCE AVAILABLE FOR CLAIMS PRESENTED WITHIN
THE POLICY PERIOD FOR ALL OPERATIONS OF THE INSURED. THE LIMIT WILL BE REDUCED BY PAYMENTS OF INDEMNITY AND EXPENSE.

CERTIFICATE HOLDER

PALM BEACH COUNTY DEPARTMENT OF AIRPORTS
ATTN: JERRY ALLEN, DIRECTOR OF PLANNING &
DEVELOPMENT
846 PALM BEACH INTERNATIONAL AIRPORT
WEST PALM BEACH, FL 33406

CANCELLATION

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF,
THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE
CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR
LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE
ISSUER OF THIS CERTIFICATE.

MARSH USA INC.

BY: Dorothy A. Stevens

Dorothy A. Stevens

MM1(3/02)

VALID AS OF: 06/06/06