

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

Meeting Date: May 1, 2007

Consent Regular
 Workshop Public Hearing

Department:

Submitted By: Department of Airports

Submitted For:

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

- (A) Amendment No. 5 to the General Consulting Agreement with CH2M Hill, Inc. for Consulting/Professional Services in the amount of \$1,282,053 for the continued performance of professional planning and design services related to the approved Palm Beach County Airports' Capital Improvement Program; and
- (B) A Budget Transfer of \$500,000 in the Airports Improvement and Development Fund from Reserves to provide budget for General Consulting Services.

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. On February 6, 2007 the County entered into Amendment No. 4 (R-2007-0138) to exercise the first one (1) year renewal option for the continuation of services provided under this Agreement. The services identified and negotiated in this Amendment No. 5 are as follows: Task I Services: EIS Planning Support, Land Use Plan for Airport Master Plans, Noise Report and Compatibility Overview, Property Acquisition Support, Concourses B and C Panel Repairs Construction Administration Services, Misc. Aviation Planning Support and Mass Appraisals; Task II Services – 2007 Annual Environmental Services, as well as various miscellaneous and administrative services, including staff extension, planning and engineering, construction administration, maintenance support and County permitting reviews. The fee for this Amendment is \$1,282,053. Certain tasks performed during the term of this Amendment 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 (The LPA Group, Inc.) for those tasks that are eligible for grant funding. The Disadvantaged Business Enterprise (DBE) Goal is 25%. The DBE participation in Amendment No. 5 is 8.49%. The total DBE participation goal including all amendments is 24.55%.
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 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. On February 6, 2007 the County entered into Amendment No. 4 (R-2007-0138) to exercise the first one (1) year renewal option for the continuation of services provided under this Agreement.

Attachments:

- 1. Amendment No. 5 with CH2M Hill, Inc. – 3 Originals
- 2. Budget Transfer

Recommended By: *[Signature]* 4/9/07
Department Director Date

Approved By: *[Signature]* 4/9/07
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	\$1,282,053	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	\$1,282,053	=====	=====	=====	=====
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes _____ No **X**
 Budget Account No: Fund 4111 Department 121 Unit A107 Object 6505
 Reporting Category _____

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

Approval of this item will result in the expenditure of \$1,282,053 from Airport Revenue, including Reserves of \$500,000.

C. Departmental Fiscal Review: CM Swinn

III. REVIEW COMMENTS

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

[Signature] 4-23-07
 OFMB
 4/19/07
 4-19-07
 4/13/07

[Signature] 4/24/07
 Contract Dev. and Control
 This amendment complies with our review requirements.

B. Legal Sufficiency:

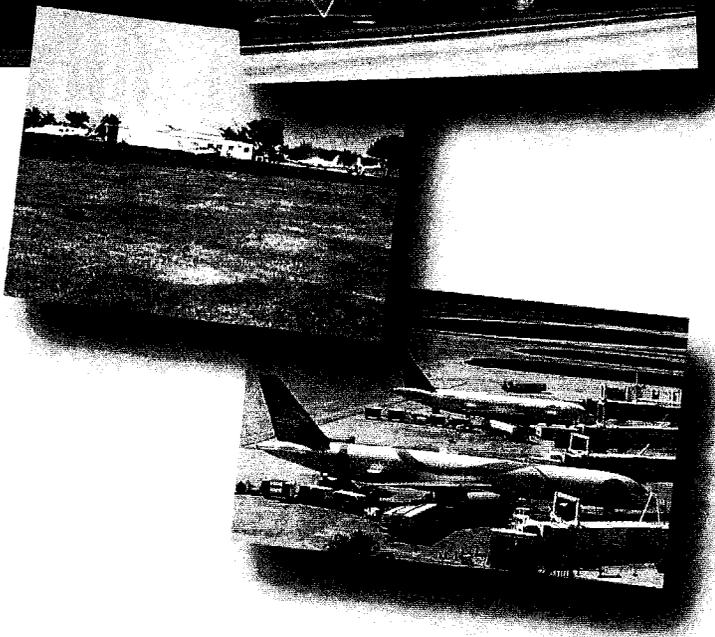
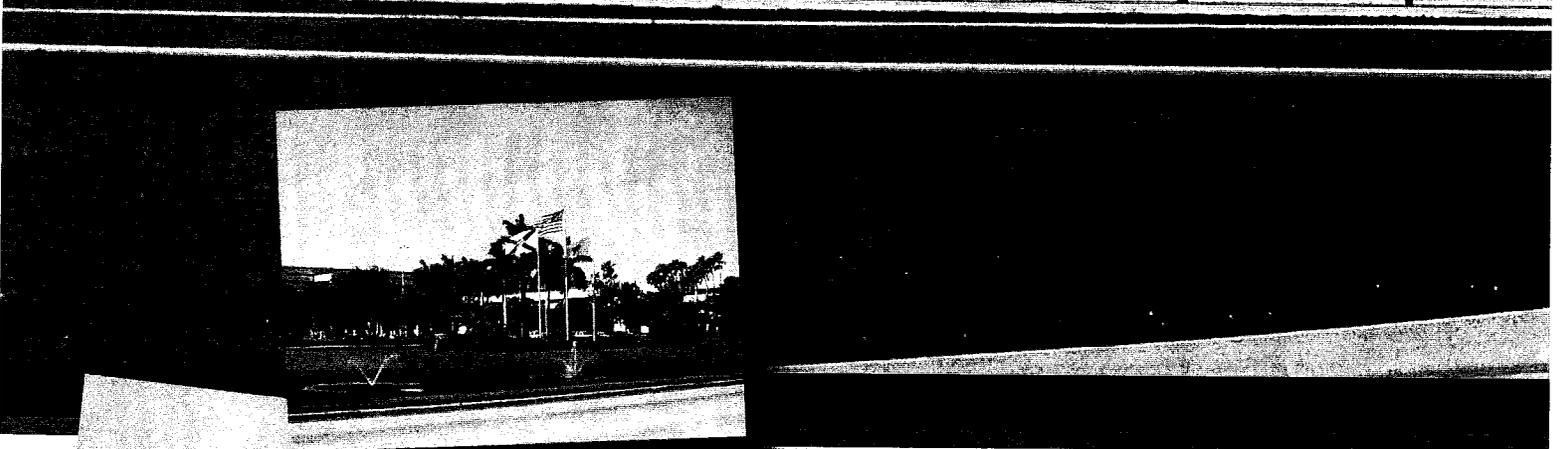
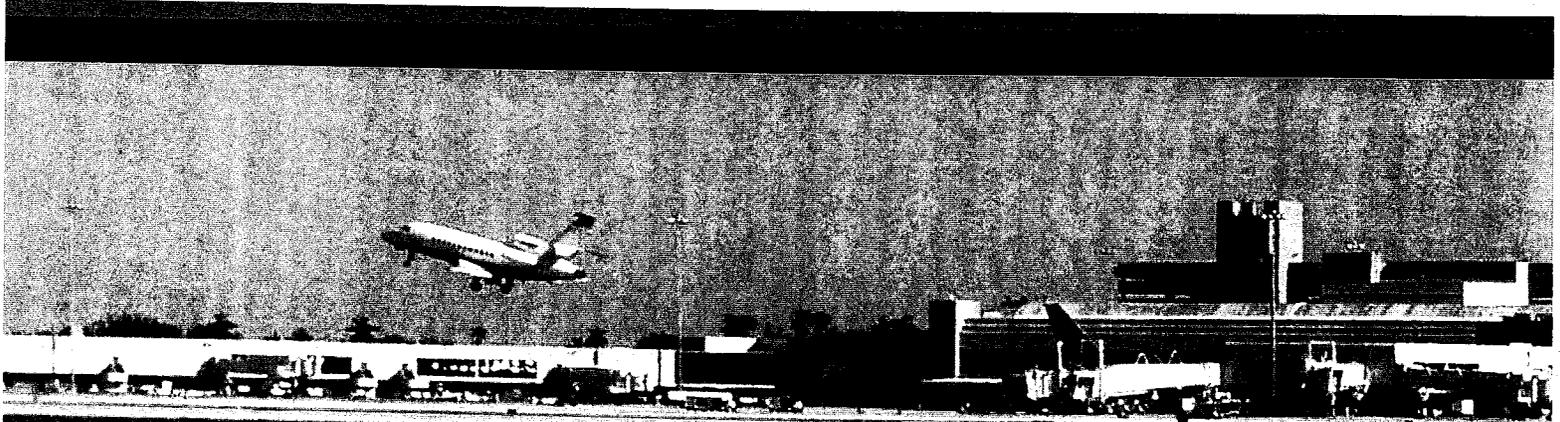
[Signature] 4/24/07
 Assistant County Attorney

C. Other Department Review:

 Department Director

AMENDMENT NO. 5

General Consulting Services *for Architectural/Engineering/Construction Management and Land Development*



Presented to:

**Palm Beach County
Department of Airports**

CH2MHILL
March 2007

AMENDMENT NO. 5 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. 5 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, on February 6, 2007, the County approved Amendment No. 4 (R2007 0138) to agreement (R2005 0319) with the CONSULTANT, and

WHEREAS, Article 25 of the Contract requires an amendment when the parties are able to define additional services and the parties have now defined those services.

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 scope of Services and Fees as outlined in Attachment "A". The total amount to be paid by the County to the CONSULTANT for professional services, including any out of pocket expenses shall not exceed \$1,282,053 (One Million Two Hundred Eighty Two Thousand Fifty Three Dollars) for services included in this Amendment No. 5 to the original Contract.
2. **EXHIBIT "A"**

General Scope of Services, Exhibit A:

Task I 06-PBI-C-014 PBIA Concourse B and C Panel Repairs

Delete the following sentences from the Construction Administration section of Task I 06-PBI-C-014. These services are being replaced in their entirety by the additional services described in Exhibit "A-I-25" (Task I-07-PBI-C-025, Concourse B & C Panel Repairs

Construction Administration). Fees shown in Exhibit B of this amendment are in addition to the currently contracted fees to reflect the change in scope and the additions to the scope.

CH2M HILL subconsultant (The Sun Group) will assign a local architect to attend weekly on-site construction reviews, and participate in construction meetings, run and documented by the contractor. A CH2M HILL Senior Architect will attend one meeting monthly to review progress. It is anticipated that construction will occur over three consecutive months.

CH2M HILL and/or subconsultant (The Sun Group) will review contractor submitted shop drawings, and provide responses to contractor initiated Requests for Information (RFI) during renovations.

CH2M HILL subconsultant (The Sun Group) will do a final "punchlist" inspection of the repair work when Substantial Completion is declared by the contractor. Needed work will be documented and released to the County and contractor prior to the County's release of final payment.

CH2M HILL and/or subconsultant (The Sun Group) will assist the County facilities personnel in reviewing contractor's monthly Applications for Payment and preparation of Change Orders, if required. Final acceptance of Payment Application is to be by the DOA. Final issuance of any Change Orders is to be completed by the DOA.

2. EXHIBIT "B"

The following descriptions and hourly billing rates are revisions to A.D.A. Engineering's Exhibit "B" Table I Schedule of Hourly Labor Billing Rates:

CONSULTANT: A.D.A. ENGINEERING

DESCRIPTION	HOURLY BILLING RATES
Program Manager/Principal/Senior Consultant	\$205.00
Project Manager/Design Manager/Task Leader	\$190.00
Project Engineer/Planner	\$167.00
Staff Engineer/Planner	\$115.00
Senior Technician	\$ 82.00
Design Technician	\$ 80.00
GIS Specialist	\$102.00
Technical Editor	\$ 91.00
Administrative Assistant	\$ 70.00

TABLE II SCHEDULE OF SUBSISTENCE AND REIMBURSABLE EXPENSES

Revise Personal Auto rate from \$0.445 per mile to \$0.485 per mile based on 2007 FAR travel costs principle FAR 31.205-46.

3. Reference Amendment No. 5 Index as attached hereto for the full and complete list of Task and Attachment documents which reflect and summarize all additions and revisions as incorporated hereto by this Amendment 5. All documents as included in the Amendment No. 5 Index are incorporated fully by reference into this Amendment.

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 Fifth 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, Jeffrey R. Mather, 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

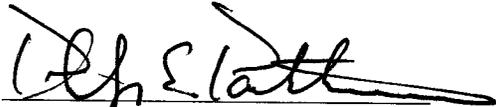
SHARON R. BOCK
CLERK AND COMPTROLLER

By: _____
Deputy Clerk

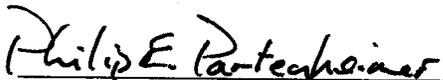
By: _____
Addie L. Greene, Chairperson

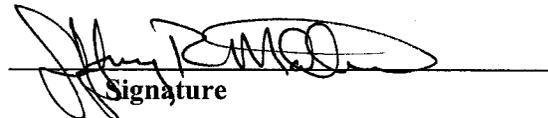
WITNESS:

CONSULTANT:


SIGNATURE

CH2M HILL


Name (type or print)


Signature

Jeffrey R. Mather
Name (type or print)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

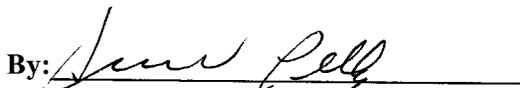
Sr. Vice President
Title

BY: _____

County Attorney

(Corporate Seal)

APPROVED AS TO TERMS
AND CONDITIONS

By: 
Department Director

AMENDMENT NO. 5

INDEX

CERTIFICATE OF INSURANCE

ATTACHMENT "A" AMENDMENT NO. 5

EXHIBIT "A" SCOPE OF WORK FOR TASK I SPECIFIC PROJECTS

EXHIBIT A-I-19	TASK I-06-PBI-C-019 (EIS Planning Support Supplement No. 1)	1-1
EXHIBIT A-I-22	TASK I-07-PBI-C-022 (Land Use Plan for Airport Master Plans (PBIA)).....	1-5
EXHIBIT A-I-23	TASK I-07-DOA-C-023 (Noise Report and Compatibility Overview)	1-3
EXHIBIT A-I-24	TASK I-07-DOA-C-024 (Property Acquisitions).....	1-1
EXHIBIT A-I-25	TASK I-07-PBI-C-025 (Concourse B and C Panel Repairs Construction Administration Services)	1-4
EXHIBIT A-I-26	TASK I-07-DOA-C-026 (Misc. Aviation Planning Support)	1-8
EXHIBIT A-I-27	TASK I-07-DOA-C-027 (Mass Appraisals).....	1-5

EXHIBIT "A" SCOPE OF WORK FOR TASK II ANNUAL SERVICES FOR 2007

EXHIBIT A-II-5	TASK II-07-DOA-C-005 (2007 Annual Environmental Services)	1-2
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EXHIBIT "B" – DETAILED FEES, EXPENSES, AND PAYMENTS

Task I	Specific Projects for 2007.....	1-1
Task II	Annual Services for 2007	1-1
Task III	Miscellaneous Planning and Engineering Services for 2007	1-1

EXHIBIT "C" – PROPOSED SCHEDULES – SEE EXHIBIT A SCOPE OF WORK FOR TASK I SPECIFIC PROJECT SCHEDULES

EXHIBIT "D" – DBE

SCHEDULE 1 – Participation by DBE

SCHEDULE 2 – Letter of Intent

CERTIFICATE OF INSURANCE

MARSH

CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER
SEA-000956102-03

PRODUCER

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

THIS 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.
3001 PGA BOULEVARD
SUITE 300
PALM BEACH GARDENS, FL 33410

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				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				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				WC STATUTORY LIMITS OTH-ER \$
	<input type="checkbox"/> THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				EL EACH ACCIDENT \$
	<input type="checkbox"/> OTHER				EL DISEASE-POLICY LIMIT \$
	<input type="checkbox"/> 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 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: 02/08/07

MARSH

CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER
SEA-000956099-02

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

15114-01234-ALL3- WPB 956099

THIS 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

INSURED
CH2M HILL, INC.
3001 PGA BOULEVARD
SUITE 300
PALM BEACH GARDENS, FL 33410

COVERAGES This certificate supersedes and replaces any previously issued certificate for the policy period noted below. 2

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	
					MED EXP (Any one person) \$	
A	AUTOMOBILE LIABILITY	BAP8378516-11	05/01/06	05/01/07	COMBINED SINGLE LIMIT \$ 2,000,000	
	<input checked="" 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				AUTO ONLY - EA ACCIDENT \$	
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:	
					EACH ACCIDENT \$	
					AGGREGATE \$	
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)	05/01/06	05/01/07	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE:	<input checked="" type="checkbox"/> INCL	WC8378565-11 (WI & MA)	05/01/06	05/01/07	EL EACH ACCIDENT \$ 1,000,000
		<input type="checkbox"/> EXCL	WC3784761-01 (HI & ID)	05/01/06	05/01/07	EL DISEASE-POLICY LIMIT \$ 1,000,000
	OTHER					EL DISEASE-EACH EMPLOYEE \$ 1,000,000

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 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: 02/08/07

ADDITIONAL INFORMATION

SEA-000956099-02 DATE (MM/DD/YY) 02/08/07

PRODUCER	COMPANIES AFFORDING COVERAGE
MARSH USA INC. 1225 17TH STREET, SUITE 2100 DENVER, CO 80202-5534 15114 -01234-ALL3- WPB 956099	COMPANY E
	COMPANY F
INSURED CH2M HILL, INC. 3001 PGA BOULEVARD SUITE 300 PALM BEACH GARDENS, FL 33410	COMPANY G
	COMPANY H

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 <i>Dorothy A. Stevens</i>

AMENDMENT NO. 5
TO
CONTRACT FOR CONSULTING/PROFESSIONAL
SERVICES
(CONTRACT R2005 0319)

ATTACHMENT "A"

AMENDMENT NO. 5

This Amendment No. 5 is in accordance with the Contract for Consultant/Professional Services by and between Palm Beach County (COUNTY) and CH2M HILL (CONSULTANT) dated February 15, 2005. The fees to be paid CH2M HILL are as estimated by the CONSULTANT and shown on Exhibit 'B'.

The following Exhibits outline the Scope of Services included within this Amendment for the following Services:

EXHIBIT A-I-19	TASK I-06-PBI-C-019	EIS Planning Support Supplement No. 1
EXHIBIT A-I-22	TASK I-07-PBI-C-022	Land Use Plan for Airport Master Plans (PBIA)
EXHIBIT A-I-23	TASK I-07-DOA-C-023	Noise Report and Compatibility Overview
EXHIBIT A-I-24	TASK I-07-DOA-C-024	Property Acquisitions
EXHIBIT A-I-25	TASK I-07-PBI-C-025	Concourse B & C Panel Repairs Construction Administration Services
EXHIBIT A-I-26	TASK I-07-DOA-C-026	Miscellaneous Aviation Planning Support
EXHIBIT A-I-27	TASK I-07-DOA-C-027	Mass Appraisals
EXHIBIT A-II-5	TASK II-07-DOA-C-005	2007 Annual Environmental Services

EXHIBIT "A-I-19"
SCOPE OF SERVICES

AMENDMENT NO. 5

Environmental Impact Statement (EIS) Planning Support Supplement No. 1 (Task I-06-PBI-C-019)

Continuing Planning Support

Under this on call Task Order, CH2M HILL will provide continued planning support, beyond that provided under Phase II of the System Wide Airport Master Planning Study (I-06-DOA-C-004).

To the extent the time and materials budget for this Task Order will allow, CH2M HILL will conduct new or refined planning needed throughout the EIS process to enable FAA and the EIS consultant team to address changing Department of Airports needs. This may range from site selection for ancillary and support facilities, detailed planning and programming of individual projects comprising the Proposed Action (or its alternatives), and investigation of best mitigation opportunities for unavoidable impacts of the Proposed Action. CH2M HILL will also assist the DOA in preparing formal inquiries of and responses to the EIS process to help meet the DOA's needs. Finally, CH2M HILL will assist with review of documents evolving from the EIS process for DOA's needs, NEPA sufficiency, cohesion with other planning and operations at PBI, and the associated coordination with the involved parties.

Permit Planning and Strategy

While the EIS will be an FAA project, permitting is the responsibility of the DOA. To the extent the time and material budget (Not-to-Exceed Amount) for this Task Order will allow, CH2M HILL will assist DOA with identification of wetland, land use and related environmental permits needed for the Proposed Action and with the development of a permitting strategy and timeline that will yield permit approvals shortly after FAA issues the Record of Decision for the EIS. To reach this goal, permit applications and requisite agency coordination will shadow the EIS process closely. This planning and strategy work will occur in conjunction with the EIS Scoping process. Development of permit applications, submission, processing and permit procurement would be scoped separately.

EXHIBIT "A-I-22"
SCOPE OF WORK
AMENDMENT NO. 5

TASK I-07-PBI-C-022
(Palm Beach County Department of Airports
Land Use Plan for Airport Master Plans- Phase I)

Introduction

The Palm Beach County Department of Airports (DOA) desires to prepare a Land Use Plan (not part of this scope) to describe the proposed land uses at each of the County's four airports consistent with each Airport Layout Plan (ALP) and with the rules for adoption of the Airport Master Plans Update and the relevant comprehensive plan and land development regulations. For those land uses that would be desirable and are not consistent with the current Palm Beach County (PBC) comprehensive plan or land development regulations, Future Land Use Atlas/or zoning map, amendments required to make proposed uses consistent will need to be prepared. Preparation of such amendments is not part of this Scope of Work.

Under the Land Use Plan for Airport Master Plans- Phase I, CH2M HILL will perform Task 1, "Land Use Assessment and Base Map". As a first step, CH2M HILL will help the DOA identify the process needed for Master Plan and future entitlement approvals. It is anticipated that the DOA will implement the process developed in this scope of work in a follow-on Phase or Phases at their discretion.

Scope of Services:

As part of this scope of work, CH2M HILL will:

1. Perform General Project Management and Administration.
2. Collateral Report/ Addendum Analysis
 - On a parcel by parcel basis, research and assess the Collateral Development Inventory of Existing Land Uses and Highest and Best Analysis Report and subsequent addendum, existing zoning designations, and future land use for consistency at PBIA only.
3. Land Use Assessment
 - Conduct review of Palm Beach County Comprehensive Plan and Zoning Text Amendments for the revised U/T and P/O land use and zoning designations.
 - Provide assessment of existing and proposed airport properties as identified on the Airport Layout Plans (ALP), Future Land Use Maps, and Zoning Maps at Palm Beach International Airport (PBIA) and Glades Airport (Pahokee) to determine Future Land Use and Zoning Designations and compatibility with existing and proposed airport property uses and text amendment for U/T and P/O designations within Palm Beach County (PBC).

- Identify inconsistent Future Land Use and Zoning on a Parcel by Parcel basis at PBIA and Pahokee.
 - Analyze subsequent parcel data provided by the DOA to locate and assess two newly acquired parcels, as identified on the ALP, at the Pahokee Airport. Assess Future Land Use Maps and Zoning Maps at Pahokee Airport to determine conflict with proposed future airport development.
 - Identify and assess City of West Palm Beach (WPB) zoning and future land use designations for parcel 18 at PBI. Parcel 18 is located within the municipality and is identified on Exhibit 1-1 of the October 2006 System Study Report, Addendum E, "Summarizing the market Assessment, Opportunity and Recommendations for PBC DOA's Collateral Land". A determination of WPB future land use and zoning designation consistency with the Palm Beach County DOA's proposed future land use and development goals will be made.
 - Provide an existing zoning and future land use conditions assessment for Lantana and North Palm Beach County Airports.
 - Develop a land use assessment Microsoft Excel Spreadsheet identifying inconsistencies and proposed zoning and land use changes for PBIA.
 - Prepare base line data for PBIA, including potential Floor Area Ratio (FAR) and highest and best use on a parcel by parcel land use basis (To be utilized by the Transportation Consultant in a future scope of work for the determination of Traffic Methodology and vested trips calculation).
 - Conduct preliminary research for land use direction in Florida Statute (F.S.) Chapters 163, 380, and 133 so that potential issues/ areas of further evaluation could be identified only and used to identify the process needed for Master Plan and future entitlement approvals. Performing the work necessary to address these issues/ areas of further evaluation is not included in this scope of work but can be presented to the DOA in a future follow-on scope of work.
 - Review Development of Regional Impact Development Order (PBIA), provided by the DOA, for preliminary implications upon Master Plan adoption and future development activity at PBIA.
 - Initiate coordination, conversations and analysis of F.S. Chapters 163, 380, and 133, to determine implications upon DRI/Development Order approvals and future development activities at PBIA with Lewis, Longman, and Walker PA. One meeting will be held with Lewis, Longman and Walker, PA to discuss CH2M HILL's preliminary F.S. research and obtain their input, which will be used in identification of the process needed for Master Plan and future entitlement approvals. Fee's for Lewis, Longman, and Walker PA are not included in this scope of work.
 - Determine schedules for adoption of Master Plan, FLUA and Zoning amendments, and DRI approval, if required, in consideration of timing for EIS approval and construction of runway improvement at PBIA.
4. Land Use Base Map
- Prepare a Land Use Base Map for PBIA and Pahokee identifying master plan parcels and proposed zoning and future land use revisions. Base Map to be used for the future development of the transportation planning methodology and concurrency evaluation (not part of this scope).

5. Meeting and Coordination with Traffic Consultant
 - Conduct one meeting with Transportation Consultant to discuss highest and best uses and potential FAR at PBIA for consideration in the preparation of a Traffic Methodology.
6. Internal Team Meeting and Coordination.
 - Conduct and attend CH2M HILL internal project team meetings to discuss the ALP at PBIA and Pahokee; the proposed uses/ future development activity at the airports; and determine compliance with the U/T and P/O designations.
 - Conduct CH2M HILL internal project team meetings and coordinate with County Planning Staff to ascertain processing and approval of the Airports Master Plan into the Palm Beach County Comprehensive Plan. Coordinate findings with Lewis, Longman and Walker PA.
7. Entitlement Memorandum
 - Develop entitlement memorandum for obtaining Master Plan approval and development entitlements through the Comprehensive Plan and Zoning processes.
8. Client/Team meetings
 - Attend one Project Definition meeting with DOA staff.
 - Conduct one meeting with the DOA to discuss findings and develop a future course of action for Master Plan adoption, Future Land Use Atlas (FLUA) and Zoning Map amendments.

Deliverables

Task 1. Land Use Assessment and Base Map

1. Memo summarizing methodology for amending the PBC Comprehensive Plan to incorporate the adopted Airports Master Plans (not part of this scope of work), zoning and future land use inconsistencies that will require revisions to the PBC Future Land Use Atlas and Zoning Map, and entitlement course of action.
2. One hard copy and one electronic copy of Land Use Assessment Excel Spreadsheet
3. One hard copy and one electronic copy of 24x36 Land Use base map of PBIA and Pahokee.

Scope of Work Assumptions

1. Assessment of existing and proposed airport properties, Future Land Use Maps, and Zoning Maps at North County Airport and Park Airport are not necessary.
2. All parcels at PBIA and Pahokee are in Palm Beach County unless identified in this scope.
3. All electronic copy documents will be in PDF format and will be delivered via e-mail.
4. CH2M HILL will review up to fifty (50) DOA owned parcels.

Not Included

1. Traffic Studies
2. Environmental Assessments
3. Wetland Delineation
4. Boundary Surveys
5. Preparation of Legal Descriptions
6. Meetings with community groups or special interest groups
7. Meetings with the FAA
8. Administrative Hearings relating to the comprehensive plan amendments
9. Expert testimony or preparation of any exhibits for any court hearings relating to the comprehensive plan amendments or zoning map amendments
10. Evaluation of required infrastructure improvements including design or preliminary cost estimates
11. DRI application preparation, Substantial Deviation preparation, or Development Order Amendments
12. Text Amendments
13. Master Plans
14. ORC Report Responses
15. Traffic Methodology

Schedule

CH2M HILL will perform the Task 1 services outlined in this scope of work within 8 weeks of receipt of written notice to proceed by the DOA.

EXHIBIT "A-I-23"
SCOPE OF SERVICES

AMENDMENT NO. 5

TASK I-07-DOA-C-023 (Noise Report and Compatibility Overview)

PROJECT DESCRIPTION

The CONSULTANT shall provide an Annual Noise Report for 2006 operations at Palm Beach International Airport (PBI) and provide an overview of PBI's Noise Compatibility Program. This work will be conducted by Harris Miller Miller and Hanson as subcontractor to CH2M HILL.

SCOPE OF WORK

2006 Annual Noise Report for PBI

HMMH has prepared annual contours for PBI operations since the completion of the FAR Part 150 Update in 1994. In light of FAA's development of 2006 noise contours for the EIS, the Department of Airports has decided not to prepare annual contours, but to provide a summary report describing airport operational activity, runway use, and flight tracks. The following scope of work and budget reflect our estimate to prepare this report.

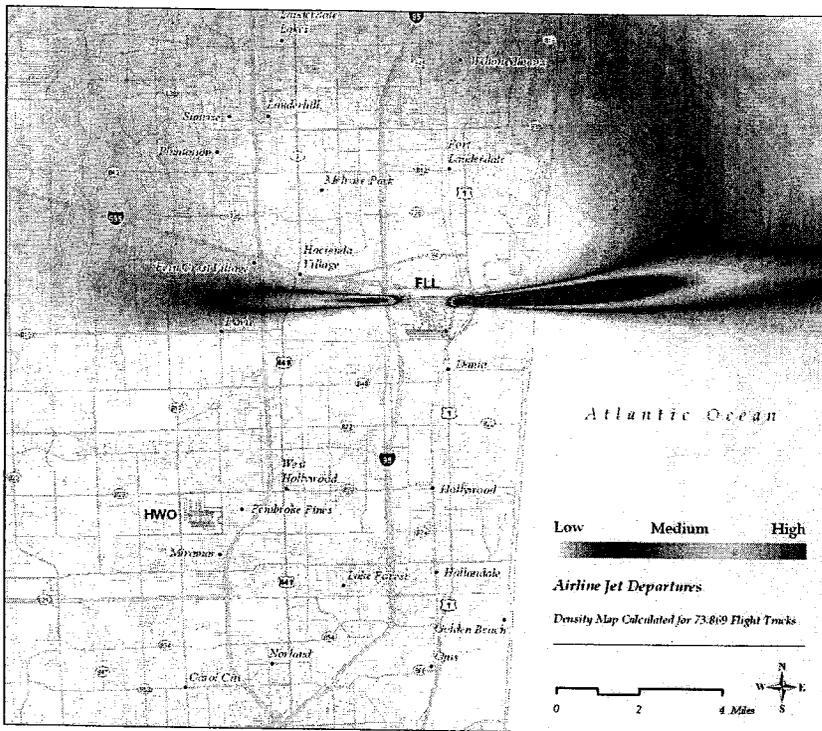
The CONSULTANT shall prepare an Annual Noise Report for 2006 operations under four tasks: operational analysis, flight track analysis, preparation of the annual Noise Report, and presentation to CCAN at its May 17th meeting. Each of these tasks is described in more detail below.

Task 1. Operational Analysis

HMMH will report on annual operations for 2006, using radar data, FAA tower counts, and data from PBI's Airport Noise and Operations Monitoring System (ANOMS). HMMH also will provide summary statistics on runway use, by aircraft category. These summary tables will be in the same format as tables prepared for previous annual reports.

Task 2. Flight Track/Airspace Density Analysis

HMMH will analyze flight track data using PBI's radar data for 2006, and our proprietary software tool, InFLIGHT™. HMMH will prepare airspace density plots that depict the distribution of flight tracks throughout the flight corridor. A similar graphic we prepared for Ft. Lauderdale International Airport (FLL) is shown below. We will prepare separate graphics for arrival and departure, for air carrier and general aviation operations (4 graphics, total).



Airspace Density Plot for FLL Operations

Task 3. Report

HMMH will prepare an annual noise report summarizing the methodology and results of the analysis, and presenting all of the graphics. The report will also summarize measured noise levels at noise monitoring locations around PBIA, and report on trends in measured levels. The report will be written in a format for a lay audience; we will make it as brief as possible, in anticipation of widespread distribution.

Task 4. Presentation

Ms. Eagan will present the results of the Annual Report at the May 17, 2007 CCAN Meeting. We anticipate that the material prepared for the CCAN meeting will be incorporated by DOA staff for upcoming briefings on PBIA activity.

Overview of PBIA Noise Compatibility Program

HMMH shall provide an overview of the status of PBIA's Noise Compatibility Program, conducted under FAR Part 150. The Department of Airports intends to use the overview as background for briefings on a range of projects.

We propose two tasks to prepare an Overview of PBIA's Noise Compatibility Program: Summary of NCP and Presentation to CCAN at its April 2007 meeting. Each of these tasks is described in more detail below.

Task 1. Summary of NCP

HMMH will prepare a review of PBIA's Noise Compatibility Program, and the status of each NCP Element. The report will be written in a format for a lay audience; we will make it as brief as possible, in anticipation of widespread distribution. The report will cover operational, land use, and

monitoring measures. . In preparing the report, HMMH will assist the DOA in reviewing and addressing questions that CCAN members and other interested parties have been raised regarding the NCP, its current implementation, and potential means to maximize future compliance with its objectives.

Task 2. Presentation

Ms. Eagan and Mr. Baldwin will present the results of the NCP Overview at the April 2007 CCAN Meeting. We anticipate that the material prepared for the CCAN meeting will be incorporated by DOA staff for upcoming briefings on PBIA activity.

PROJECT SCHEDULE

Annual Noise Report

HMMH anticipates completing the Annual Noise Report by April 30, 2007 and presenting the results at the May 17, 2007 CCAN Meeting.

Overview of PBIA Noise Compatibility Program

HMMH anticipates completing the report by April 15, 2007 and presenting the results at the April 2007 CCAN Meeting.

EXHIBIT "A-I-24"
SCOPE OF SERVICES

AMENDMENT NO. 5

TASK I-07-DOA-C-024 (Property Acquisitions)

PROJECT DESCRIPTION

The CONSULTANT shall provide services for the acquisition, relocation and associated services for all remaining active parcels of the Runway 9-L West Project and up to three new parcels identified by the Department of Airports for acquisition. The CONSULTANT will provide project management and administration services. The CONSULTANT's subcontractor, O.R. Colan Associates of Florida, LLC (ORC), will provide the below services. The budget for these services is based on a term of service of approximately four (4) months.

All of the services contained in this scope will be prepared in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended. Specifically, the work will be completed in accordance with the FAA ORDER 5100.37A.

Services will include:

1. Consultant shall conduct negotiations with property owners for the purchase of properties in accordance with the FAA ORDER 5100.37A and 49 CFR Part 24.
2. Consultant shall provide relocation services for families, individuals and businesses in accordance with the Uniform Relocation Assistance Act, FAA ORDER 5100.37A and 49CFR Part 24.
3. Consultant shall prepare payment packages for negotiated settlements, relocation claims and move cost payments.
4. Consultant shall submit to the Department all recommendations for settlement, monthly progress reports, and intermediate reports as required by the FAA.
5. Consultant shall provide closings for acquired properties. The issuance of title insurance will be charged in addition to the stated fees at the state mandated promulgated rate.
6. Consultant shall coordinate and assist the Department with grant preparations and close outs for the FAA.
7. Consultant shall be available for assistance when audits are performed or meetings are requested by the Department, the FAA, or any other agency involved with the funding of the acquisition of properties.
8. Consultant shall prepare title searches for properties to be acquired.
9. Consultant shall provide appraisal services for properties to be acquired.
10. Consultant shall provide review appraisal reports for all properties to be acquired.
11. Consultant shall conduct negotiations with property owners for the purchase of properties in accordance with the FAA ORDER 5100.37A and 49 CFR Part 24.

**EXHIBIT "A-I-25"
SCOPE OF WORK**

AMENDMENT NO. 5

**TASK I-07-PBI-C-025
(PBI Concourse B and C Panel Repairs Construction Administration)**

DESCRIPTION

This project involves the performance of construction administration services for the construction of Concourse B and C Exterior Panel Repairs at Palm Beach International Airport. This Task provides for construction administration services that generally include construction administration and inspection. CH2M HILL (CONSULTANT) will provide on site inspections as needed to meet the Palm Beach County Building Codes Enforcement Administration Code for a "Resident Building Inspector". CONSULTANT shall also provide project administration for project correspondence, submittal processing, weekly coordination/status meetings, requests for information, change orders, and general administration, as well as monitoring contractor schedules and pay requests.

Assumptions

Assumptions are those items assumed by the CONSULTANT for the purpose of preparing this Scope of Services, and are as follows:

1. The project duration is anticipated to be 120 calendar days for construction plus 30 calendar days for project start-up prior to the Contractor's Notice-to-Proceed and 30 calendar days for project close-out after Contractor's final inspection and acceptance. The total project construction budget is anticipated to be in the \$1.7 million range. The pricing of these construction administration services is based upon the total 180 calendar day schedule duration for the project. If the schedule for the project significantly changes, CH2M HILL will resubmit the fee estimate for this work to incorporate a change in the project schedule.
2. The man-hour budget was developed based on the need for up to 3 site visits per week for a senior construction observer and/or a Resident Building Inspector. Therefore the budget provides for one part-time construction observation staff working 20 hours per week, one part-time Resident Building Inspector working 20 hours per week, and one administrative assistant working 4 hours per week. The hours described are based on an average number of hours per week for a 17 week construction duration, some weeks may be slightly more or less.

3. Similarly a contingency is provided for contractor delays to the completion for 8 weeks beyond the 17 week construction schedule for the construction observation, the Resident Building Inspector, and administrative assistant staff.
4. This scope assumes 1 preconstruction meeting, 17 weekly construction meetings, Resident Building Inspection of each panel repaired, 1 pre-final inspection, 1 final inspection, record drawing preparation, and project close-out. The man-hour estimate includes up to 25 Requests for Information (RFI's) and 10 Change Orders, if needed. Additional RFI's and Change Order processing will be billed at the contract hourly rates.
5. It is assumed that receipt of the Notice to Proceed constitutes the COUNTY's authorization, as required in Contract section Exhibit "B", section "C" of this agreement, to proceed with overtime work as needed.
6. The combined involvement of the project manager and administrative assistant (for billing, invoices, contract issues etc) will be approximately 12 hours per month.
7. 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 the work done by the contractor, or to require special inspections and/or tests. The CONSULTANT, however, shall provide continuing counsel to the COUNTY's representative throughout the construction of the project.
8. Assistance with contract preparation and conformed document preparation are not included in this scope.
9. Invoicing will be on a monthly basis and will provide the labor categories, number of hours, contract per diem rates and reimbursable expense.

CONSTRUCTION ADMINISTRATION SERVICES

Construction Administration Services shall be authorized by the Notice-to-Proceed for this project. The CONSULTANT shall provide professional services during construction to assist the COUNTY in obtaining a complete project. Construction Administration Services shall consist of the following:

1. Participation in pre-construction conference.
2. Plan and Conduct coordination/status meetings, on a weekly basis (during active work on the site), pertaining to the construction project, to include chairing, participating, and recording and distributing minutes.
3. Maintain records and files of documents, correspondence, site conference reports and records relative to this project. Also, maintain copies of all submittals, requests for information (RFI's), change orders and supplementary drawings issued subsequent to project award. (Document Control)
4. Review, evaluate and make recommendations to the COUNTY for acceptance of the contractor's construction schedule, schedule of values and submittals schedule.
5. Perform a preliminary screening and process for approval of all shop drawings, product data, samples, etc. conforming to the construction documents.

6. Provide consultation and advice to interpret the plans and specifications and answer Requests for Information (RFI's) that may arise during the construction of the project fifteen (15) calendar days from receipt.
7. Assign qualified "part-time" representatives to perform "Resident Building Inspector" duties for the Palm Beach County Building Codes Enforcement Administrative Code, and to provide periodic verification that the work performed by the contractor is done in substantial compliance with the approved contract documents. (See Resident Building Inspector Services below.)
8. Review the contractor's requests for progress and final payments and make recommendations to the COUNTY for disposition.
9. Review periodic progress reports prepared by the contractor showing the progress of the construction work; report any deviation from the approved progress schedule and forward comments and recommendations to the COUNTY (or his representative).
10. Report significant construction deficiencies observed in equipment, materials, or workmanship. Recommend adjustments to the contract price, in accordance with the contract documents. Review contractor's as-built drawings on a monthly basis. Review of contractor's as-built mark-ups will not include verification of the accuracy and completeness of the information.
11. The site inspector will provide a written report of inspections and construction activities. Photographic documentation will be utilized whenever it is useful and feasible. Include observations of construction deficiencies in installed equipment, materials and workmanship. The field reports and photographic documentation will be maintained and a log will be kept to catalog the maintained reports.
12. Prior to completion and termination of the construction contract and before final payment, participate in pre-final and final inspections and prepare a construction deficiency (punch) list. Make recommendations to the COUNTY regarding acceptance.
13. Review and evaluate specified quality control testing to confirm compliance with specifications.
14. Verify that requirements for spare parts, extra finish materials and warranties are adhered to by the contractor.
15. Furnish to the COUNTY a full set of record drawings prepared by the Designer/Engineer of Record in electronic AutoCAD file format, and provide one (1) set of reproducible drawings based on marked-up prints, drawings and other data furnished by the Contractor. Record drawings will be prepared solely on information provided by the Contractor. CH2M HILL will not provide verification of the accuracy or completeness of the information provided by the Contractor. Record drawings will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the Project was finally constructed. CH2M HILL is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.
16. Invoicing will be on a monthly basis and will provide the labor categories, number of hours, contract per diem rates and reimbursable expenses.

Resident Building Inspection Services

Due to the time of day that Resident Building Inspections are needed and because time is of the essence, Resident Building Inspection Services are required for this facility per the Palm Beach County Building Code. A Resident Building Inspector is an engineer or architect certified by the state as meeting the requirements and criteria to be a Resident Building Inspector. The Resident Building Inspector will perform special inspections in accordance with a Resident Inspections Report authored by the design engineer. The Resident Inspection Report will need to be submitted and approved by the Building Department prior to issuing the building permit for this facility. We are basing the proposal for these services on previous experience in performing threshold inspections.

The scope of the Resident Building Inspector shall be as follows:

1. Provide site visits, as needed, by the Resident Building Inspector to observe the construction work. The purpose of these visits is to help confirm that the work is proceeding according to the terms of the Resident Inspection Report and project permits.
2. Provide weekly progress reports of the visual inspections of satisfactory construction completion to the Building Official with copy provided to COUNTY.

It is anticipated that the Resident Building Inspections will be required for approximately 17 weeks of construction. This will be from the removal of existing panels to replacement of the panels. It is anticipated that there will be efficiencies that can be exploited between the Resident Building Inspector's duties and that of onsite inspection staff. These efficiencies are reflected in a fee schedule.

Resident Building Inspection Rate Classification

A rate classification for Resident Building Inspector shall be included at a rate of \$157.50 per hour.

EXHIBIT "A-I-26"
SCOPE OF SERVICES

AMENDMENT NO. 5

TASK I-07-DOA-C-026 (Miscellaneous Aviation Planning Support)

DESCRIPTION

As Phase II of the System Study ends, the Palm Beach County Department of Airports (DOA) has requested that the CH2M HILL team continue to provide a wide range of aviation planning support services, described herein as Miscellaneous Aviation Planning Support. These support services will be used by the DOA to address tasks that develop as results of projects are identified in the System Study. Completion of these follow-on tasks, while not a part of the original System Study Scope of Work, is essential. Completion of these tasks and projects will allow the DOA to meet the future aviation demand that has been projected due to growth of Palm Beach County. The specific tasks identified for this initial scope will include:

Task 1 – Project Coordination Meetings

Task 2 – Defined Aviation Planning Tasks

Task 3 – Undefined Aviation Planning Tasks

TASK 1 PROJECT COORDINATION MEETINGS

This task includes support services for the DOA in its Airport and Airport Advisory Board (AAAB) and Airline meetings. A maximum of six meetings have been budgeted for this task. For estimating purposes, it is assumed that each meeting will be attended by the Program Manager and Senior Aviation Planner. CH2M HILL's subconsultant, Ricondo and Associates, will attend six AAAB and Airline meetings including preparation of presentation materials and assist CH2M HILL with response to questions and follow-up. It is assumed that these meetings with the Airport Advisory Board will occur within a one-day period. The planning (consultant) team will send out meeting materials and agendas, keep summary minutes for file documentation purposes, prepare presentation materials, make technical presentations, prepare animation clips for the Airfield Simulation Modeling completed in support of the Airfield Improvement Project, respond to comments and questions, and prepare technical memorandums and graphics in support of responses to AAAB and Airline questions.

In addition, up to four DOA and consultant team coordination meetings related to Palm Beach International and Palm Beach County Park (Lantana) Airports have been budgeted. For estimating purposes, it is assumed that each coordination meeting will take place prior to the AAAB/Airline meetings on the same day, or one day prior, of the scheduled meeting. It is assumed that each meeting will last approximately two hours and preparation of meeting agendas, meeting minutes, or presentation material will not be necessary.

CH2M HILL's subconsultant, Ricondo and Associates, will attend the four coordination meetings and prepare presentation materials and assist CH2M HILL with response to questions and follow-up.

TASK 2 DEFINED AVIATION PLANNING TASKS

This task includes support services for the DOA in its daily airport planning efforts, updates to planning work previously accomplished by the CH2M HILL team, and other planning support as needed.

Subtask 2A - Analysis of new regulations & requirements

This task is a follow-on to Task III-06-PBI-002-002 for the initial analysis included in CH2M HILL technical memorandum dated January 26, 2006. CH2M HILL will perform analysis and prepare CAD drawings and exhibits to determine effects of changes in FAA Orders and Advisory Circulars, including Order 8260.3B, related to Obstacle Clearance Surfaces (OCS), AC 150/5300-13, Change 10, *Airport Design*. This task is solely related to the existing Runway 9L/27R and its Precision Obstacle Free Zones (POFZ), previously evaluated. Both runway ends will be reviewed against the new regulations and orders affecting the current operating procedures for taxing operations. CAD-based exhibits will be prepared for each runway end with specific dimensions of the POFZ, distances to existing hold bars, etc. FAA Comments submitted to the DOA in review of the new regulations will be incorporated on the exhibits. Further, contours will be developed reflecting the OCS and will be overlaid on each exhibit. A technical memorandum will be prepared summarizing the analysis of each runway end.

Subtask 2B - Palm Beach County Park Airport - Preliminary Conceptual Storm Water Master Plan

The purpose of this scope of work is to create a Preliminary Conceptual Stormwater Master Plan for all proposed development shown on CH2M HILL's 2006 Master Plan Update Airport Layout Plan (ALP) for Palm Beach County Park Airport (LNA). The ALP identifies a new Fixed Based Operator (FBO) facility to be developed in the future on the Westside of the airport. In addition, new t-hangars and taxilanes are planned for the infield area north of the existing dry pond.

Currently, the storm water system at LNA directs runoff to a dry detention pond in the southern portion of the triangular infield area bounded by Runway 3/21 to the west, Runway 9/27 to the south and Taxiway B to the east. Some of the storm water runoff in this pond is released into Lake Osborne. South Florida Water Management District (SFWMD) has jurisdiction over the discharge into Lake Osborne and requires runoff be released into the lake at a controlled discharge rate. As a result, an on-site dry detention pond is required. Currently one dry detention pond serves all of LNA's needs. Due to the development identified on LNA's ALP, additional on-site dry detention ponds will most likely be needed.

The DOA has requested that CH2M HILL prepare a Preliminary Conceptual Stormwater Master Plan to compare the existing permitted storm water management facilities to those proposed at final build out of the airport.

Scope of Services:

As part of this scope of work, CH2M HILL will:

1. Perform General Project Management and Administration.
2. Gather Data: Readily available stormwater data for LNA will be collected. This will be done by researching DOA and SFWMD records. In addition, CH2M HILL will collect readily available electronic design files which detail the airport's drainage system and the planned widening of South Congress Avenue from other Consultants.
3. Prepare Entrance Road Preliminary Layout: Prepare preliminary layout of an entrance road for the new Westside FBO area, providing access to the FBO facility from South Congress Avenue. This effort includes the following tasks:
 - Create a left turn lane providing access for vehicles traveling south on South Congress Avenue into the FBO facility.
 - Realign the existing containment berm that separates the FBO facility from the Westside wetlands.
 - Layout an entrance road with sixteen foot paved lanes, a twenty foot median and curb and gutter between the edge of pavement and the median.
 - Layout the landside parking lot/ turn around area for the new Westside FBO facilities.
4. Realign the Airport Boundary and Identify Wetland Mitigation Opportunities: This effort includes the following tasks:
 - Realign the airport boundary as necessary to account for the inclusion/exclusion of existing wetland areas and changes in the existing berm alignment.
 - Identify wetland mitigation opportunities within the airport boundary.
 - Prepare a memo for the DOA describing recommendations for the realignment of the airport boundary and identifying wetland mitigation needs and potential sites. An AutoCAD electronic file with the realignment recommendations to existing property line will be submitted to the DOA along with this memo. Palm Beach County (PBC) Surveyors can use this AutoCAD electronic file in amending the official airport boundary. Coordination with PBC Surveyors is not included in this task.
5. Prepare Conceptual Stormwater Master Plan: This effort includes the following tasks:
 - Prepare a base file with existing and proposed pervious and impervious areas. This includes the entrance road and new Westside FBO development area including the t-hangar development.
 - Prepare conceptual storm sewer routes for the entrance road and new Westside FBO development. Drainage design to determine actual inlet location, number of inlets needed and pipe sizes are not included.

- Reconfigure the existing dry detention pond to account for impacts created by the Westside FBO infield t-hangar development.
 - Prepare preliminary engineering calculations to determine dry detention pond size needed utilizing the SFWMD criteria. If the calculations show that additional pond area is needed to meet SFWMD controlled discharge criteria, then the existing pond will be utilized to determine the characteristics of new ponds.
 - Determine new on site dry detention pond locations, if needed.
 - Prepare a preliminary pond-sizing memo that will discuss recommendations for reconfiguring the existing dry pond. In addition, this memo will discuss the location of new dry detention ponds on airport property, if needed. Preliminary engineering calculations to size a pond meeting the airports needs and exhibits to locate new dry detention ponds is included in this task.
 - Prepare exhibits detailing the Preliminary Conceptual Stormwater Master Plan at LNA.
5. Perform QA/QC and Revisions on the completed documents.
 6. Meet with DOA and Incorporate Comments: Includes attendance at one meeting to review the Preliminary Conceptual Stormwater Master Plan exhibits and associated memos. This task also includes incorporation of comments that the DOA may have during this meeting.

Meetings:

One meeting to review the draft Preliminary Conceptual Stormwater Master Plan will be held with the DOA and CH2M HILL to discuss any changes that need to be made to the document. One meeting is included to obtain all DOA comments.

Deliverables:

1. The Airport Boundary Realignment and Wetland Mitigation memo with AutoCAD electronic file attachment will be transmitted to the DOA via e-mail.
2. The Preliminary Pond-Sizing memo with calculations will be transmitted to the DOA via e-mail.
3. Six copies of the draft Preliminary Conceptual Stormwater Master Plan.
4. One electronic copy and ten hard copies of the final Preliminary Conceptual Stormwater Master Plan will be provided to the DOA upon their review and approval of the draft document.

Items not included in this scope:

- Permitting is not included in this scope, but may be added by amendment.
- Final grading design is not included in this scope, but may be added by amendment.
- Stormwater Modeling of the airport is not included in this scope but may be added by amendment.
- Topographic Survey of the site is not included in this scope, but may be added by amendment.
- Drainage system design for the entrance road and Westside FBO facility, landside and airside, is not included in this scope, but may be added by amendment.

Schedule:

CH2M HILL will perform the services outlined in this scope of work within 8 weeks of receipt of written notice to proceed by the DOA. This schedule assumes that CH2M HILL schedule time stops when plans are submitted to the DOA for review and starts when the DOA submits final comments.

Subtask 2C - South Side Facilities Part 77 Airspace Analysis

Perform an analysis of the different potential future runway 9R/27L approach instrumentation levels, types of instrumentation as well as approach weather minima and resulting impacts on allowable land uses and building heights, including the Palm Beach Hilton Hotel, Palm Beach County Complex, Palm Beach County Sheriff's Hangar, the south side FBO area, and non-aviation land uses. Prepare CAD drawings for each instrumentation scenario including visibility minimums of ½ mile, ¾ mile, greater than ¾ mile, and 1 mile for the precision and non-precision alternatives. Each drawing will include the disposition of each building whether impacted by the Runway Protection Zones (RPZ), Part 77, and/or approach/departure surfaces and future Building Restriction Lines (BRLs). TERPS analysis will be applied and analyzed in relation to the Hilton Hotel including one-engine inoperative Obstacle Identification Surface (OIS), the Glidepath Qualification Surface (GQS), and Threshold Siting Surface. Additionally, the Air Traffic Control Tower line of sight and effects on electronic/visual aids will be considered and reviewed. The implications of potential changes due to the FAA's Proposed Rule change for the FAR Part 77, *Objects Affecting Navigable Airspace*, will be determined and considered. A technical memorandum summarizing the findings of potential effects on Hilton Hotel will be prepared. Up to two meetings will be held with the Department of Airports to review the alternatives.

Subtask 2D - Respond to Requests for Planning Information

Assist the DOA in responding to requests for planning information, including press inquiries, surveys from universities, industry trade organizations, and requests from other consultants and contractors doing work on or near the airport. Requests may be related to the day-to-day aspects of the airport, or to the master plan or other Consultant team projects and projects by others. Up to two requests have been estimated for budgeting purposes. It is assumed that each request will include up to ten questions with an average of two hours estimated to respond to each question for a total of 20 hours per response. A written response or memorandum will be prepared for each response.

Subtask 2E - Golfview and Southside Facilities Alternatives

As a follow up to the master planning analyses completed in early 2007 for Palm Beach International Airport, and in support of the Airfield Improvement Program proposed for the Airport, detailed planning is needed. The areas identified for the relocation or reconfiguration of existing general aviation and fixed base operator facilities include the area bounded by Runway 13/31, Taxiway A, Military Trail, and Belvedere Road (the

property formerly known as the Town of Golfview). The property located west of the existing air traffic control tower, and south of the proposed relocation and extension of Runway 9R/27L is also included in this site planning analysis.

The site planning analysis will include alternate layouts and configuration of the facility requirements estimated for the year 2025 in the master plan study.

The purpose of this task is to assist the DOA in the development of additional conceptual layout alternatives for the relocation of three Fixed Base Operators (FBOs) to the former Golfview area necessary to accommodate the shift, upgrade, and extension of Runway 9R/27L at Palm Beach International Airport (PBI). The current conceptual layout, as depicted on the Year 2013/2025 Future Airport Layout Plan (ALP), developed under Tasks 5 and 7 Alternatives, and Task 10, Implementation Planning of the System Wide Airport Master Planning Study, includes the relocation of the Jet Aviation and Signature Flight Support FBOs, and Galaxy's FBO terminal and associated transient activity. Galaxy's proposed hangars and associated apron were assumed at the time to remain on the south side of the airport. The current layout was developed as a typical and efficient layout that accommodates the projected needs, but in full recognition that tenant negotiations could result in a different actual layout and leased amount of space.

The goal for developing the additional conceptual alternatives is to create a comprehensive layout that meets the future needs of the airport and tenants and can be utilized for establishing preliminary lease lines for the development of future contractual (amended) lease agreements between Palm Beach County Department of Airports and each FBO tenant (Jet Aviation, Signature, and Galaxy). The basis for development of these alternatives will be the 2006 PBIA Master Plan Update, Technical Report No. 3, Airport Demand/Capacity and Facility Requirements, Section 4, General Aviation/Fixed Base Operator Facilities.

The Department of Airports (DOA) would like to consider three additional conceptual layouts for the Golfview relocation area. These alternatives include the following:

1. Relocate Jet Aviation and Signature to Golfview only, and Galaxy's base and transient operations to remain on the Southside of the airport;
2. Relocate all three FBOs (hangars, terminals, and apron) entirely to the Golfview area including Galaxy's approved hangars from the southside;
3. Relocate Galaxy Aviation Transient operations and Terminal Building only, and both Jet Aviation and Signature Flight Support entirely to the Golfview area.

Iterations will be developed after each alternative concept is presented to the airport. For estimating purposes, it is assumed up to one basic iteration for each alternative concept will be developed for each site for a total of six alternative conceptual layouts.

The alternative layouts will consider the following:

- Egress and ingress for airfield operations from Taxiway F and A (aircraft operations);
- Public access (vehicle operations) from Military Trail and Belvedere Road;
- Vehicular parking requirements (employee and visitors);
- Hangar and Terminal building sizing to meet tenant needs and conceptual layout;
- Apron and taxiway configurations;

- Part 77 and design standards associated with the airfield and taxiways.

As part of this analysis, CH2M HILL will perform the following tasks:

1. CH2M HILL will attend up to two DOA coordination meetings including preparation of meeting agendas, minutes, presentation material, and exhibits;
2. CH2M HILL will develop three initial conceptual alternative layouts;
3. CH2M HILL will develop up to one basic iterative conceptual layout for each initial alternative for a total of six alternative conceptual layouts;

This task does not include lease boundary surveys, development of lease agreements and sublease agreements, development of preliminary sublease boundary lines, or obtaining site plan approval through the County Development Review Process. It is anticipated that once general agreement is reached about the specific layout, the tenants' designers will further refine the concepts.

Subtask 2F - Development of Lantana ALP Alternative

This task includes the development of a second alternative ALP for Palm Beach County Park Airport, to reflect changes such as current surrounding land uses, tenant facilities, alternative eventual runway closure of Runway 3/21 to provide potential hangar and aprons, and to reflect changes in future property acquisition areas. Undertake planning analysis in support of DOA tenant, FAA, or agency interaction, such as preparing CAD-based exhibits to analyze the feasibility of different LNA aircraft hangar locations and configurations considering FAA planning standards, and FAR Part 77 Imaginary Surfaces.

Subtask 2G - Debt Capacity Analysis

At the request of the FAA, and in support of the ongoing Environmental Impact Study for the Airfield Improvement Project at Palm Beach International Airport, a debt capacity analysis will be completed by CH2M HILL's subconsultant, Ricondo & Associates, to determine the debt-limit the Department of Airports (DOA) can undertake. This debt-limit will consider the financial commitment and requirement for the four-airport system operated by the DOA. This analysis is needed to support the elimination of alternate airfield configurations to the proposed Airfield Improvement Project from further consideration based on cost factors or financial non-affordability.

The financial consulting services proposed include the preparation of the debt capacity analysis necessary to determine the approximate level of capital development affordable for the County to undertake. This would primarily be measured at various costs per enplanement levels for the Palm Beach International Airport.

The debt capacity analysis will develop and present an approximate level of capital development that the County can afford based on the following assumptions:

- Reasonable range of airline cost per enplanement.
- Conservative projections of O&M expenses and non-airline revenues.
- Activity forecast determined by R&A in April 2006 and updated to reflect recent activity.
- PFC collection level.

- AIP funding levels.
- Current debt obligations.
- County funds available for capital projects.

The overall Airport debt capacity will be developed as a range based on levels of airline cost per enplanement level and will be presented in a letter report that summarizes the assumptions and the results and may be presented to the FAA. It is assumed that the county will perform a comprehensive review of the draft letter report and debt capacity assumptions will validate the data and identify any corrections or erroneous assumptions. Comments and corrections will be incorporated into the final document.

One review meeting is estimated for budgeting purposes.

A technical memorandum supported by applicable tables summarizing the assumptions, inputs, and results of the debt capacity analysis. The technical memorandum will be distributed in draft and final forms, via e-mail, on PDF-Adobe Acrobat format, to CH2M Hill and the DOA.

TASK 3 UNDEFINED AVIATION PLANNING TASKS

In addition to the tasks that are defined above, it is anticipated that planning support services will be required to support day-to-day planning activities as the DOA moves forward with the implementation of the PBI Airfield Improvement Program. Undefined but anticipated services, that are not part of the defined services, could include technical planning analyses, preparation of technical documentation such as technical memoranda, participation in phone conversations with the FAA, County agencies, or tenants.

EXHIBIT "A-I-27"
SCOPE OF SERVICES

AMENDMENT NO. 5

TASK I-07-DOA-C-027 (Mass Appraisals)

PROJECT DESCRIPTION

The Palm Beach County Department of Airports (DOA) requires appraisal services for the valuation of various vacant and improved aeronautical and non-aviation properties at the Palm Beach International Airport (PBIA), Pahokee Airport (PHK), Lantana Airport (LNA), and North County Airport (NCO). The CONSULTANT will provide project management and administration services. The CONSULTANT's subcontractor, Slack, Johnston & Magenheimer Inc., will provide appraisal services estimating the fair market annual rental value for various vacant and improved real property.

SCOPE OF WORK

The CONSULTANT will advise the appraiser of the aeronautical or non-aviation designation of each parcel. The appraisal of each parcel shall be limited to the real estate, unless notified otherwise by the DOA. The appraiser shall be responsible for the valuation of non-realty items (fixtures or equipment) identified by the DOA. The appraiser shall hire sub-consultants to assist in the valuation on the non-realty items and is responsible for payment of such sub-consultants. Attached is a summary of the properties to be appraised.

The purpose of the appraisal is to provide estimates of the current fair market annual rental value of the various properties, as of a current date of valuation. The intended use of the appraisal is for negotiating with future tenants and establishing the basis for rental adjustment for existing leases. The intended user of the appraisal is CH2M HILL and DOA.

The appraisal is to be prepared in a summary report format. The appraisal shall include a summary of the annual rentals that identify each parcel and estimated annual rent per square foot. The appraisal is to conform to the current edition of the Uniform Standards of Professional Appraisal Practice (USPAP). The appraiser must be state-certified by Florida and hold the MAI designation of the Appraisal Institute. The appraiser shall provide four (4) originals of the appraisal within the schedule provided.

The appraisal must include acceptable appraisal valuation methods based on the property type. The appraiser must familiarize themselves with the airport layout plan, minimum standards, rules and regulation of each airport. The appraisal must consider the impact on the use limitations in the analysis of the highest and best use of each parcel. The appraisal of the non-aviation properties shall include a review of sales and rentals of similar non-aviation properties proximate to the airport to the extent that said properties exist. The appraisal of the aeronautical properties shall be based on rentals of similar aeronautical properties at airports (e.g. commercial service, general aviation) in Florida; to the extent said properties exist.

The appraiser shall inspect each airport and each of the properties. The appraiser must meet with DOA staff to review relevant information concerning the properties and the airport. The DOA will make available to the appraisers, to the extent that such information exists, the leases, surveys and other relevant information concerning each parcel. The appraisal will be reviewed by DOA staff.

The appraiser is notified, once reviewed by DOA staff, the estimated fair market annual rental rates will be reviewed by the Palm Beach County Commissions. After completion of the appraisal, the appraiser shall be available to attend meetings and conferences with tenants or the PBCC concerning the appraisal. The appraiser will be compensated for such attendance based on their hourly rate.

Based on this scope of work, the appraiser is to provide a cost to prepare the appraisal, as well as an hourly rate for attendance at meetings and conferences subsequent to completion of the appraisal.

ASSUMPTIONS AND LIMITING CONDITIONS

The assignment is subject to the following assumptions and limiting conditions:

1. No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.
2. No legal opinion related to a title search was provided and all existing liens and encumbrances, including deed restrictions and developers agreements, have not been investigated unless otherwise stated. The property is appraised as though free and clear.
3. Responsible ownership and competent property management are assumed.
4. The information furnished by others has been gathered from sources deemed to be reliable, however, no warranty is given for its accuracy.
5. All engineering and surveying is assumed to be correct. Any sketches, plats, or drawings included in this report are included to assist the reader in visualizing the property. We have made no survey of the property, and assume no responsibility in connection with such matters.
6. It is assumed that there are no hidden or in apparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for unusual soil conditions and no opinion as to these matters is to be inferred or construed from the attached report other than those specifically stated in the report. Unless stated otherwise, the soil conditions of the subject property are assumed to be adequate to support development utilizing conventional construction techniques. We recommend the client obtain an opinion from a competent engineering firm.

7. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless noncompliance is stated, defined, and considered in the appraisal report.
8. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in the appraisal report.
9. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
10. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.
11. Any proposed or partially completed improvements included in this report are assumed to be completed in accordance with approved plans and specifications and in a workmanlike manner.
12. Our estimates of future values were formulated based upon market conditions as of the date of appraisal, considerate of future projections concerning supply and demand. The appraiser has no responsibility for significant events that alter market conditions subsequent to the effective date or dates of appraisal.
13. This study is to be used in whole and not in part. No part of it shall be used in conjunction with any other appraisal. Publication of this report or any portion thereof without the written consent of the appraiser is not permitted.
14. The appraiser, by reason of this report, is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.
15. Neither all, nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected), shall be disseminated to the public through advertising, public relations, news, sales, or other media without the written consent and approval of the appraiser. The use of this report in any public offering or syndication document is specifically prohibited.
16. Unless otherwise stated in this report, the existence of hazardous substances, including without limitation asbestos, polychlorinated biphenyls, petroleum leakage, or agricultural chemicals, which may or may not be present on the property, or other environmental conditions, were not called to the attention of, nor did the appraiser become aware of such during the appraiser's inspection. The appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraiser, however, is not qualified to test such substances or conditions. If the presence of such substances, such as asbestos, urea formaldehyde foam insulation, or other hazardous substances or environmental conditions, may affect the value of the property, the value estimated is predicated on the assumption that there is

no such condition on or in the property or in such proximity thereto that it would cause a loss in value. No responsibility is assumed for any such conditions, nor for any expertise or engineering knowledge required to discover them. It is recommended that the client retain an expert in this field, if needed.

17. Disclosure of the contents of this report by the appraiser is controlled by the Appraisal Institute of which one or more signatures of this report is an MAI member and by the Florida Department of Professional Regulation, Division of Appraisal State Certification. The analysis and value conclusions, as well as non-public information about the subject property, are confidential matters and cannot be divulged to any persons other than the party for whom the report is prepared. Exceptions to this confidentiality provision are requests by committees of the Appraisal Institute or the Florida Department of Professional Regulations for peer review, and subpoenas by any court having jurisdiction to request production of the report.
18. Acceptance or use of this report constitutes acceptance of the preceding conditions.

Property Summary						
Airport	#	Aeronautical		Non-Aviation		Reference
		Building	Land	Building	Land	
North County						
	11200	X				Exec Hangars
	11210	X				Exec Hangars
	11220	X				T-Hangars
	11230	X				T-Hangars
	11240	X				T-Hangars
	11300	X				T-Hangars
	11350	X				T/Shade Hangar
	11720	X				New T-Hangars
	11730	X				New T-Hangars
	11740	X				New T-Hangars
	11750	X				New T-Hangars
	11210	X				Exec Hangars
	11250	X				Exec Hangars
	Hyperion Farms		X			* Proposed Hangar Site
Pahokee						
	Pcls 67-72		X			Aero Land Pcls
	Propose T's	X				* Proposed T-Hangars
Lantana						
	Pcl 87				X	Fire Station Site
Palm Beach Int'l						
	1169	X				DOA Facilities
	1300	X				Old Cargo Bldg.
	1332	X				ASIG
	1334	X				ASIG
	1440	X				PBCCC
	1475	X				UPS (New Cargo Bldg.)
	1500	X				Signature
	1500A	X				Signature
	1500C	X				Signature
	1509	X				Jet Aviation
	1515	X				Jet Aviation
	1516	X				Jet Aviation
	1628	X				Galaxy
	1629	X				Galaxy
	Pcl N5	X				ASIG Fuel Fam
	Pcl N4-5-6-7		X			ASIG
	Pcl N8		X			DTG/Thrifty
	Pcl N9		X			Avis
	Pcl N10		X			DTG/Dollar
	Pcl S1A		X			PBC Sheriff Office
	Pcl S1B		X			Galaxy
	Pcl S4		X			PBC Healthcare Dist.
	Pcl S6		X			Flight Safety
	Pcl S7		X			Signature
	Pcl S9		X			Galaxy
	Pcl S11		X			Autec
	Pcl S 12		X			Vacant
	Pcl S14		X			Signature
	Pcl S15-15A		X			Jet Aviation
	Pcl 24-25		X			DOA Facilities
	Pcl 55		X			f/k/a Overflow Prkg
	Pcl 60		X			f/k/a Florida Mango
	Pcl 62-63-64		X			PBCCC
	Pcl 66		X			f/k/a Missionary Flights
	2125			X		Vanguard/National
	Pcl 22				X	Hertz
	Pcl 26-27-28				X	Vanguard
	Pcl 38				X	PBC Community Services
	Pcl 56				X	f/k/a Musicana
	Pcl 58				X	f/k/a Belvedere Rd.
	Pcl 59				X	f/k/a Cherry Rd.
	Pcl 61				X	f/k/a PBC boat ramp
	Pcl 65				X	f/k/a Southern Blvd/DOT

EXHIBIT "A-II-5"
SCOPE OF WORK

AMENDMENT NO. 5

TASK II-07-DOA-C-005(2007 Annual Environmental Monitoring Services)

PROJECT DESCRIPTION

The CONSULTANT shall provide environmental monitoring services on an annual basis for Palm Beach International Airport, North Palm Beach County Airport, Palm Beach County Park Airport, and Palm Beach Glades Airport for the following tasks as described below. Task shall consist of Environmental Monitoring, Tank Compliance Program, Stormwater Management Program, General Environmental Response Fund, and Subcontractor. This Task Authorization covers work performed retroactive to January 31, 2007 to provide 2007 quarterly monitoring as required per South Florida Water Management District (SFWMD).

TASK I ENVIRONMENTAL MONITORING

QUARTERLY:

The network of 14 ground water monitor wells will be sampled in February, May, August and November of each year. Additionally, one surface water sample will be collected in compliance with PBIA's consumptive use permit (CUP). Quality control samples are collected in accordance with ENTEL's Quality Manual. The samples will be sent to a certified laboratory for appropriate analysis. Field measurements are collected from each station including pH, temperature, conductivity & ground water level. Maintenance is conducted at each well as needed. Any concerns observed during the sampling event are reported to DOA within 24 hours.

ENTEL's QA officer evaluates laboratory data and any concerns are addressed with the laboratory initially. If the concern cannot be resolved, DOA is contacted and further sampling may be recommended.

A written report is generated including a written description of the sampling event, laboratory analysis, field data sheets, ground water contour maps and field measurements in both tabular and graphic format. The report is typically delivered to DOA within one month of the sampling event.

TASK II TANK COMPLIANCE PROGRAM

Tasks to be determined as necessary for tank compliance as needed.

TASK III STORMWATER MANAGEMENT PROGRAM

ENTEL has obtained both Federal and State stormwater permits, as regulations changed, for each of the four general aviation facilities operated by DOA including PBIA, North County, Park and Glades. In compliance with the initial NPDES permits, ENTEL developed the Stormwater Pollution Prevention Plans (SWPPP) for each of the four aviation facilities. Each tenant was provided with a generic SWPPP including BMPs. On an annual basis, ENTEL implements the SWPPPs at each of the four facilities. Annual facility inspections are conducted at every airport tenants' facility starting April. Every tenant is notified of the inspection schedule by mail. A multi page form is completed by the inspector at each tenants' facility to document the findings.

Each facility's SWPPP is amended to incorporate changes since the previous years inspection. The Master SWPPPs are maintained at DOA. Copies of the generic SWPPPs are kept at DOA for tenants' requests.

Annual training for DOA personnel and any tenants' staff is conducted at each facility on a yearly basis starting in October.

Throughout the year tenants have various needs as related to stormwater. ENTEL conducts miscellaneous tasks as needed to oversee program.

TASK IV GENERAL ENVIRONMENTAL RESPONSE FUND

Unexpected events can require ENTEL to conduct tasks not incorporated in the yearly categories. If the project is small in size it can be conducted under this Task item as needed on an hourly fee basis. If the project is of a larger scope of work, a separate amendment to contract is written. Examples of "response" tasks include ground water monitor well replacement, fuel systems upgrades, soil sampling of suspect spills, and supervision of large-scale fuel spill cleanup at main runway.

TASK V MISCELLANEOUS REIMBURSABLES

Direct expenses incurred while conducted Tasks I-IV are included in this Task item including field supplies, mileage, sampling disposable items.

TASK IV SUBCONTRACTOR

The environmental laboratory conducting the analysis of four quarterly sampling events is contracted directly to ENTEL under this Task item.

EXHIBIT "B"
AMENDMENT NO. 5
DETAILED FEES, EXPENSES AND PAYMENT

EXHIBIT "B"
TASK I, II, III
SUMMARY OF FEES
AMENDMENT NO. 5

TASK	BUDGET
TASK I-06-PBI-C-019 Supplement No.1 EIS Planning Support	\$118,000
TASK I-07-PBI-C-022 Land Use Plan for Airport Master Plans (PBIA)	\$50,000
TASK I-07-DOA-C-023 Noise Report and Compatibility Overview	\$109,370
TASK I-07-DOA-C-024 Property Acquisitions	\$104,000
TASK I-07-PBI-C-025 Concourse B and C Panel Repairs Construction Administration Services	\$168,274
TASK I-07-DOA-C-026 Misc. Aviation Planning Support	\$278,130
TASK I-07-DOA-C-027 Mass Appraisals	\$49,379
TOTAL - TASK I SERVICES	\$877,153
TASK II-07-DOA-C-005 2007 Annual Environmental Services	\$94,900
TOTAL - TASK II SERVICES	\$94,900
TASK III -001 Staff Extension	\$100,000
TASK III -002 Misc. Planning and Engineering Services	\$150,000
TASK III -003 Misc. Construction Administration Services	\$50,000
TASK III -005 Misc. County Permitting Reviews	\$10,000
TOTAL - TASK III SERVICES	\$310,000
TOTAL CONTRACT AMOUNT	\$1,282,053

EXHIBIT "B"
DETAILED FEES, EXPENSES, AND PAYMENTS

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

1. TASK I SPECIFIC PROJECTS FOR 2007:

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

Task	Lump Sum Labor Amount	T&M Labor Amount	Lump Sum Expense	Reimbursable Expense	Total Cost
I-06-PBI-C-019 EIS Planning Support Supplement No.1	\$10,000	\$103,000	-	\$5,000	\$118,000
I-07-PBI-C-022 Land Use Plan for Airport Master Plans (PBIA)	\$50,000		-		\$50,000
I-07-DOA-C-023 Noise Report & Compatibility Overview	\$109,370	-	-	-	\$109,370
I-07-DOA-C-024 Property Acquisitions	-	\$104,000	-	-	\$104,000
I-07-PBI-C-025 Concourse B and C Panel Repairs Construction Administration Services	\$165,874	-	-	\$2,400	\$168,274
I-07-DOA-C-026 Misc. Aviation Planning Support	\$278,130		-	-	\$278,130
I-07-DOA-C-027 Mass Appraisals	\$49,379	-	-	-	\$49,379
TOTALS	\$662,753	\$207,000	-	\$7,400	\$ 877,153
				T&M SUBTOTAL	\$ 214,400
				LUMP SUM SUBTOTAL	\$ 662,753
				TOTAL COST	\$ 877,153

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

The Time & Material payment by the COUNTY to the CONSULTANT for rendering basic services for Task I projects as described in Exhibit "A-I-19", and "A-I-24" including labor costs, is \$207,000.00. Reimbursable Expenses for Task I service is \$7,400.00. The Total Lump Sum payment for Task I projects as described in Exhibit "A-I-19", "A-I-22", "A-I-23", "A-I-25", "A-I-26", and "A-I-27", including labor costs is \$662,753.00. The Total for Labor and Expenses for Task I services shall be \$877,153.00.

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

2. TASK II ANNUAL SERVICES FOR 2007:

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

Task	Lump Sum Labor Amount	T&M Labor Amount	Lump Sum Expense	Reimbursable Expense	Total Cost
II-07-DOA-C-005 2007 Annual Environmental Services	-	\$94,900	-	-	\$94,900
TOTALS	-	\$94,900	-	-	\$94,900
				T&M SUBTOTAL	\$94,900
				LUMP SUM SUBTOTAL	-
				TOTAL COST	\$94,900

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

The Time and Material payment for Task II projects as described in Exhibit "A-II-5" including labor is \$94,900. Reimbursable Expenses for Task II service is \$0.00. The Total for Labor and Expenses for Task II services shall be \$94,900.

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

Task III Miscellaneous and Administrative Services for 2007:

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

Task	Annual Lump Sum Labor Amount	Annual T&M Amount	Annual Lump Sum Expense	Annual Reimbursable Expense	Annual Total Cost
III-07-DOA-C-001 Staff Extension	\$80,000	\$20,000			\$100,000
III-07-DOA-C-002 Misc. Planning and Engineering Services			Annual Maximum Allowance	\$150,000	
III-07-DOA-C-003 Misc. Construction Administrative Services			Annual Maximum Allowance	\$50,000	
III-07-DOA-C-005 Misc. County Permitting Reviews			Annual Maximum Allowance	\$10,000	
TOTALS					\$310,000

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

EXHIBIT "D"
AMENDMENT NO. 5
DBE

EXHIBIT "D"
SCHEDULE FOR PARTICIPATION BY DISADVANTAGE BUSINESS ENTERPRISE CONSULTANTS
 (FORM DBE SCHEDULE 1)

PROJECT NAME: Airports General Consulting Services PROJECT NO: 326417
 NAME OF PRIME: CH2M HILL, INC.
 CONTACT PERSON: Philip E. Partenheimer, P.E. PHONE NO: 561-515-6516
 SUBMITTAL DATE: March 7, 2007

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

Name, Address and Telephone Number of Minority Contractor	Type and Description of Work To Be Performed	Black	Hispanic	Women	Other (Please Specify)
1. Entel Environmental 270 Las Palmas Street Royal Palm Beach, FL 33411 (561) 798-3785	Environmental	8.49%			
	TOTAL	8.49%	0.00%	0.00%	0.00%
Total % Participation		<u>8.49%</u>			



Florida Department of Transportation

JEB BUSH
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JOSÉ ABREU
SECRETARY

August 23, 2004

Entel Environmental Companies, Inc.
Ms. Jacquelyn M. Larson, President
270 Las Palmas St.
Royal Palm Beach, FL 33411

RE: DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION

Dear Ms. Larson:

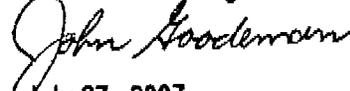
The Department is pleased to announce that your company has been certified as a Disadvantaged Business Enterprise (DBE) which is subject to continued eligibility and also subject to actions of any other governmental agencies which may affect the minority status of your firm. This agency's certification enables the company to compete for Department work as a minority owned and operated company. It is not a guarantee that the company will receive work.

DBE certification by the Department shall be for a period of three (3) years. On each anniversary date during the three (3) year certification period an Affidavit of Continuing Eligibility must be submitted. If at any time there is a change in the ownership for recertification at the end of the three (3) year period a new UCP Application must be submitted to the Department ninety (90) days prior to expiration of your current certification.

Your firm can participate in FDOT contracts for DBE credit in the following specialty code 950 Environmental Consulting Services.

Sincerely,

John Goodman
Certification Manager


July 27, 2007

JG:pb

CERTIFICATION EXPIRATION DATE:

BOARD OF COUNTY COMMISSIONERS
 PALM BEACH COUNTY, FLORIDA
 BUDGET TRANSFER

07

FUND 4111 - AIRPORTS IMPROVEMENT AND DEVELOPMENT FUND

Use this form to provide budget for items not anticipated in the budget.

ACCT. NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED as of 4/5/2007	REMAINING BALANCE
<u>EXPENDITURE</u> <u>AIRPORT EXPENDITURES</u>								
121-A107-6505	General Consultant	4,014,047	4,014,047	500,000		4,514,047	2,871,619	1,642,428
121-A900-9909	Reserves Imp Program	12,383,838	12,108,325	0	500,000	11,608,325		11,608,325
	TOTAL EXPENDITURES	<u>83,113,597</u>	<u>93,074,505</u>	<u>500,000</u>	<u>500,000</u>	<u>93,074,505</u>		

Department of Airports / Finance.....
 Initiating Department / Division
 Administration / Budget Department Approval..
 Finance Department - Posted.....

Signatures	Dates
	4/9/07
_____	_____
_____	_____

By Board of County Commissioners
 At Meeting of _____

 Deputy Clerk to the
 Board of County Commissioners