

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

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Meeting Date: August 21, 2007 [x] Consent [] Regular
[] Workshop [] Public Hearing

Department:

Submitted By: Department of Airports

Submitted For:

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Amendment No. 10 to the contract with PBS&J, Inc. for Consulting/Professional Services in the amount of \$602,852 for the Department of Airports.

Summary: On February 6, 2001 the County entered into a Consulting Agreement (R2001-0194) with PBS&J, Inc. for General Airport Planning and Design for the amount of \$985,730.50. The agreement was for 2 years with 2 one-year renewal options. Amendments 1-9 were approved for a net increase in the amount of \$9,898,535 as shown in the attached history. Approval of Amendment No. 10 in the amount of \$602,852 will provide funds to continue construction administration services for projects that were started under previous amendments that remain under construction. The Disadvantaged Business Enterprise (DBE) participation for this Amendment is 22%. The total DBE contract goal including all amendments is 34.7%. Countywide (JCM)

Background and Justification: This amendment includes tasks to provide continuing professional consultant services and construction administration costs for specific tasks including construction administration and resident inspection services for the Department of Airports' Administration and Communications Facility and for the Concourse C Gate Expansion project, and additional services for the Concourse A, B and C Security Checkpoints. The time period specified in the initial Consultant Service Agreement has lapsed. The services being approved by this agreement are continuing construction phase services for tasks approved in previous agreements related to the extension of construction time. As 'Designer of Record' for said projects, PBS&J, Inc. is the best party to provide construction phase services identified in this amendment. A detailed description of the tasks contained in Amendment No. 10 is outlined in Exhibit "A" Scope of Services. The fee for this amendment is \$602,852 and may be eligible for State and Federal funding based on availability. Therefore, the proposed fee was verified in accordance with FAA Advisory Circular 150/5100-14C by use of an independent Fee Analysis by a neutral third party firm (LPA Group, Inc.).

Attachments:

- 1. Amendment No. 10 with PBS&J, Inc. - (3 Originals)
- 2. Contract History

=====
Recommended By: [Signature] 7/26/07
Department Director Date
Approved By: [Signature] 8/20/07
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	\$ 602,852	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	\$602,852	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes X No _____

A243
A239

Budget Account No: Fund 4111 Department 121 Unit A240 Object 6502
Reporting Category _____

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

Funds are available in the accounts referenced above. Allocations as follows: (A243= \$308,454), (A239=\$228,410), and (A240=\$65,988). Grant funding is uncertain due to eligibility and availability, therefore, grant funds are not being budgeted at this time. However, the Department will continue to pursue grant funding for these projects.

C. Departmental Fiscal Review: CM Simms

III. REVIEW COMMENTS

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

John Dink 8.3.07
OFMB
8/3/07
CN 7/20/07

John Webster for J
Contract Dev. and Control
8/6/07

B. Legal Sufficiency:

James C. [Signature] 8/6/07
Assistant County Attorney

This amendment complies with our review requirements.

C. Other Department Review:

Department Director

AMENDMENT # 10 TO CONTRACT
BETWEEN PALM BEACH COUNTY
AND
PBS&J
FOR
AIRPORTS GENERAL CONSULTING SERVICES

This Amendment # 10 made and entered into the _____ day of _____, 2007 between Palm Beach County, Florida ("County") and PBS&J, a corporation authorized to do business in the State of Florida, having its office and principal place of business at 3230 Commerce Place, Suite A, West Palm Beach, Florida 33407 (CONSULTANT), with Federal Tax I.D. Number 59-0896138.

WITNESSETH

WHEREAS, on February 6, 2001, the County entered into an Agreement (R2001 0194) 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 26, 2002 the County approved Amendment # 1, on June 18, 2002 Amendment #2, on February 4, 2003 Amendment # 3, on July 15, 2003 Amendment # 4, on March 30, 2004 Amendment # 5, on January 11, 2005 Amendment # 6, on November 15, 2005 Amendment # 7, on August 15, 2006, Amendment # 8, on September 12, 2006 Amendment # 9 to Agreement (R2001 0194) 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, and

WHEREAS, the County has approved a contract for the Department of Airports Administration and Communication Facility, the Terminal Expansion at Security Checkpoints AB & C, and the Expansion of Concourse C gates and desires to utilize the continued services of the Consultant of Record and

WHEREAS, the above projects require additional services to meet the designated requirements and completion dates

NOW THEREFORE, in consideration 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 \$ 602,852.00 (Six Hundred Two Thousand Eight Hundred and Fifty-Two Dollars) for services included in this Amendment No.10 to the original Contract.
2. Except as specifically amended herein, all other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused the Tenth Amendment to the Contract to be signed by the Chairman 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, PBS&J, has caused these present to be signed in its corporate name by its duly authorized officer, Richard M. Grubel, 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:

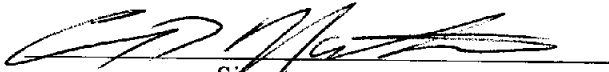
SHARON R. BOCK
Clerk & Comptroller

**PALM BEACH COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS**

By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

WITNESS:


Signature

Charles D. Nostra, Assistant Secretary

Name (Type or Print)

CONSULTANT:

By: _____
Company Name


Signature

Richard M. Grubel

Name (Type or Print)

Senior Vice President

Title

**APPROVED AS TO FORM
AND LEGALSUFFICIENCY**

By: _____
County Attorney

**APPROVED AS TO TERMS
AND CONDITIONS**

By: 
Department Director

(Corporate Seal)

AMENDMENT # 10
TO
CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES
(CONTRACT R2001 0194)

AMENDMENT # 10

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
09/25/06

NAME OF INSURED: Post, Buckley, Schuh & Jernigan, Inc.
d/b/a PBS&J

Additional Insured on the General Liability & Auto Liability on a Primary & Non-Contributory basis, including completed operations "Where Required by Contract" (GL ONLY). General Liability Aggregate limit applies per Project. Blanket Additional Insured Lessor/Loss Payee on the Auto Liability. Waiver of Subrogation on the General Liability, Auto Liability, and Workers Compensation "Where Required by Contract". Umbrella follows form to the Additional Insureds on the General Liability.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/03/2006

PRODUCER (305)822-7800 FAX (305)827-0585
Collinsworth, Alter, Fowler, Dowling
& French Group Inc.
P. O. Box 9315
i Lakes, FL 33014-9315

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

INSURER Post, Buckley, Schuh, & Jernigan, Inc.
d/b/a PBS&J
2001 NW 107 Avenue
Miami, FL 33172-2507

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Lloyds of London A XV	
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

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

INSR/ADD'L LTR/INSRD	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 <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$								
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$								
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<table border="1"> <tr> <td>WC STATU-TORY LIMITS</td> <td>OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATU-TORY LIMITS	OTH-ER												
E.L. EACH ACCIDENT	\$												
E.L. DISEASE - EA EMPLOYEE	\$												
E.L. DISEASE - POLICY LIMIT	\$												
A	OTHER Professional/ Pollution Liability	LDUSA0600811	09/30/2006	09/30/2007	\$2,000,000 Limits Ea Claim and Annual Aggregate 11/11/1961 Retrodate								

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
e: West Palm Beach Airport

CERTIFICATE HOLDER

CANCELLATION

PBC Department of Airports
846 Palm Beach Int'l Airports
West Palm Beach, FL 33406-1470

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

AUTHORIZED REPRESENTATIVE
Meade Collinsworth/FVM



CORD 25 (2001/08)

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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ATTACHMENT "A"

AMENDMENT # 10

This Amendment #10 is in accordance with the Contract for Consultant/Professional Services by and between Palm Beach County (COUNTY) and PBS&J (CONSULTANT) dated February 6, 2001, and Amendment # 1 dated February 26, 2002, and Amendment # 2 dated June 18, 2002, Amendment #3 dated February 4, 2003, Amendment #4 dated July 15, 2003, and Amendment #5 dated March 30, 2004, Amendment #6 dated January 11, 2005, Amendment 7 dated November 17, 2005, Amendment #8 dated August 15, 2006, and Amendment #9 dated September 12, 2006. The fees to be paid PBS&J 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-23 | TASK I-07-PBI-P-020 | (Department of Airports Administration Building and Communication Facility Additional Services) |
| EXHIBIT A-I-24 | TASK I-07-PBI-P-021 | (Concourse C Gate Expansion Additional Services) |
| EXHIBIT A-I-25 | TASK I-06-PBI-P-019 | (Concourse AB&C Security Checkpoints Additional Services) |
| EXHIBIT A-I-26 | TASK I-07-PBI-P-023 | (Concourse AB&C Security Checkpoints Roof Leak Report Services) |

**EXHIBIT A-I-23
SCOPE OF SERVICES**

AMENDMENT #10

**DEPARTMENT OF AIRPORTS
ADMINISTRATION BUILDING AND COMMUNICATION FACILITY ADDITIONAL SERVICES
FOR
PALM BEACH COUNTY DEPARTMENT OF AIRPORTS**

TASK I-07-PBI-P-020

(Department of Airports Administration Building and Communication Facility Additional Services)

Background:

The Department of Airports received only one bid on November 16, 2005 for the replacement of the existing Department of Airports Administration building 846 with a new Administration building and communications facility to be situated on airport property just west of Concourse A.

Due to the non competitive bid nature of this project (PB 05-1) and the fact that bids were submitted shortly after hurricane Wilma had struck West Palm Beach, the Department of Airports elected to reject all bids on November and rebid this project.

The project was re-advertised with bids due on May 2, 2006 per addendum No. 1 of the bidding documents. Per Addendum No. 1 the length of the construction schedule was extended from 10 to 12 months.

The rebid of the DOA Administration Building was protested by the second bidder. The protest was withdrawn after approximately 3 months and the award to David Brooks Enterprises was approved with a notice to proceed with construction issued on October 9, 2006.

During the permit acquisition process, which took place during the rebid process and up to the date of issuance of an n.t.p. to David Brooks Enterprises, an excessive amount of time was expended by PBS&J staff in efforts to obtain permit approval.

Subsequent to the commencement of construction, two time extensions totaling 86 calendar days have been granted to the Contractor, David Brooks Enterprises, involving the relocation of trees that were to have been performed by Airport maintenance personnel and the coordination efforts to relocate an underground gas line running through the building site by Florida Public Utilities Co.

Scope of Additional Services:

The DOA Administration and Communications Facility Project agreement with PBS&J was awarded via Amendment # 6 in 3 phases with Design thru completion of Construction Documents designated respectively as Phase 1 and Phase 2. These two phases of work have been completed.

Phase 3 services were set aside for Construction Administration. Phase 3 services were awarded in Amendment #6 on January 11, 2005 (Task I-05-PBI-P-012) for a period of seven months and did not anticipate the extension of time for construction awarded to the General Contractor.

Additional services provided during the bid protest period were requested by PBS&J and its sub consultants. The re-bid cost of \$65,262 was approved as a portion of Amendment # 8 (Task 1-06-PBI-P-017), however, a remaining unbilled cost of \$ 13,960 for labor and expenses is being requested in this Amendment # 10.

Brooks's construction contract has an adjusted completion date of January 2, 2008. The A/E's construction administration services were provided through April 9, 2007. This Amendment No. 10 will provide additional professional sub consultant services and on site staff administration necessary for completion of construction and receipt of a certificate of occupancy in January 2008. PBS&J's on site staff involvement includes an average of one day a week for the senior project manager and approximately 2 days a week involvement for remaining engineering and administrative personnel.

The Palm Beach Building Department approved Resident Inspector criteria but has since required a higher level 'Special Inspector' certification. This has caused a slight increase in the billing rates for this firm which is reflected in task assigned to Nodarse for continued 'Special Inspector' services.

**EXHIBIT A-I-24
SCOPE OF SERVICES**

AMENDMENT # 10

**CONCOURSE 'C' GATE EXPANSION
FOR
PALM BEACH COUNTY DEPARTMENT OF AIRPORTS**

TASK I-07-PBI-P-021

(Concourse C Gate Expansion Additional Services)

Background

The Department received one bid from AFCO Constructors, Inc on November 15, 2005 for the Concourse C Gate Expansion in the amount of \$18,039,000. Several value engineering items were negotiated with the Contractor that reduced the Contract awarded by the Owner on February 28, 2006 to a revised cost of \$17,334,167.

AFCO Constructors, Inc. was issued a Notice to Proceed with construction on April 24, 2006. The Concourse C Gate Expansion project has incurred delays during construction over the past several months. The Contractor has claimed delays due to several unforeseen conditions including a one week delay in issuing a building permit, whether delays due to tropical storm Ernesto, an existing underground non code compliant fire main at the concourse exterior that required relocation, longer timeframes than scheduled to remove airfield concrete, and delays when installing a relocated sanitary and water main.

Several scheduling meeting were held between the A/E and AFCO to discuss construction activity progress. The A/E maintained that while there were several concurrent unforeseen activities that did affect the schedule, there is an observed lack of man power and coordination to maintain the baseline schedule. The Contractor did agree to 'non compensable' time extensions for the above issues that has extended the Contract duration by 52 calendar days to a December 13, 2007 completion date.

Since the approval of Change Order No.5 the Contractor has submitted several additional requests for time extensions which would extend the completion date to January 8, 2008. The additional time extension requests received by the A/E are being evaluated.

The A/E and Contractor have been meeting to discuss ways to improve the end schedule date and the A/E has requested the Contractor to prepare a recovery schedule that would maintain the currently approved time extension. The A/E has observed resequencing of activities that may affect future critical path activities and the end completion date. AFCO's May 2007 updated baseline schedule is indicating a January 8, 2008 completion date.

Based on the A/E's field observations and review of the Contractor's scheduling information, an extension of the A/E's services are necessary for completion of the project through substantial completion and project close out requirements.

Additional Services:

Concourse C Gate Expansion Project:

The Concourse C Gate Expansion Agreement with PBS&J for Construction Administration Services was awarded via Amendment # 7 on December 13, 2005. The Agreement with PBS&J for construction administration basic services was based on an estimated construction cost of \$14,000,000 at a 9% fee of which 25% of that fee was allocated for construction administration basic services. On site project management services for PBS&J were awarded at 5.2% of the estimated construction cost.

AFCO's May 2007 updated schedule indicates a completion date of January 8, 2008. PBS&J's agreement for construction administration services per Amendment # 7 is for 18 months from issuance of a notice to proceed to the General Contractor. AFCO was issued a notice to proceed on April 24, 2006 with a completion date of October 9, 2007.

PBS&J is requesting approval of 3 months of additional lump sum labor and expenses for basic construction administration services to extend professional architectural/MEP sub consultant's services through January of 2008. The on-site PBS&J West Palm Beach staff estimates project close out and remaining requirements for services to be completed by the end of January 2008. On-site construction administration services are also estimated for an additional 3 months through the end of January 2008. PBS&J on site staff involvement includes an average of four days a week for the senior project manager and approximately 3 days a week involvement for remaining engineering and administrative personnel.

PBS&J recommended that Nodarse perform standard penetration tests for the new Concourse C passenger loading bridge drilled shaft caisson locations. This additional service is being included as a portion of Amendment #10. Nodarse is also providing a higher qualified threshold inspector than quoted in Amendment # 7. These revised labor rate costs are included per this Amendment # 10.

Passenger Loading Bridge Replacement:

The Concourse C Gate Expansion Project included basic construction administrative services for the procurement and installation 7 passenger loading bridges at gates C8, 10, 11, 12,14,15,16. PBS&J's consultant services for replacement of the remaining 21 passenger loading bridges under the County's separate Agreement with Thyssen Krupp was tied to the Concourse C Gate completion schedule.

Thyssen Krupp's currently approved Agreement has a completion date for the installation all 28 passenger loading bridges and related 400Hz/PC Air equipment as July 15, 2008. This date includes the 26 calendar day time extension awarded ThyssenKrupp in Change Order No. 1 related to a delayed notice to proceed by the County

The Department of Airports is investigating options to shorten the installation schedule which ThyssenKrupp can propose to accomplish if more than one active gate at a time is allowed to be closed. Per ThyssenKrupp's current schedule dated 02-01-2007, installation of passenger loading bridges will have been completed for 18 of the 28 gate positions by January 31, 2008.

Approval of Amendment #10 will provide on site construction administration services by PBS&J staff for the installation of passenger loading bridges and related equipment completed and accepted by January

31, 2008. Additional services, if any, required for the installation of remaining passenger loading bridges beyond January 31, 2008 will be discussed at a later date after options to improve ThyssenKrupps installation schedule have been determined.

**EXHIBIT A-I-25
SCOPE OF SERVICES**

AMENDMENT #10

**CONCOURSE 'AB&C' SECURITY CHECKPOINT
FOR
PALM BEACH COUNTY DEPARTMENT OF AIRPORTS**

TASK I-07-PBI-P-022

1. AS DESIGNED ELECTRONIC FILES

Background

The Department of Airports, in the A/E's opinion has not received an acceptable set of 'as-built' contract drawings from Centex Construction, LLC, as required by the GMP Agreement and Contract Specifications. Centex Corporation has taken exception to the A/E's interpretation and Department of Airports stance that they are responsible for incorporating changes into electronic format.

The Agreement with PBS&J for the design and construction administration of the Concourse AB&C Security Checkpoint project included provision of record drawings as an additional service.

Additional Services

PBS&J and its' sub consultants will incorporate architectural supplemental information in the form of field bulletins, field instructions, and applicable request for information issued during construction that produced a sketch drawing response, into as designed electronic AutoCAD files.

PBS&J and its' sub consultants electronic 'as designed' files will be forwarded to Centex Construction for their addition of any significant deviations made during construction to be noted on 'as built' black line prints.

**EXHIBIT A-I-26
SCOPE OF SERVICES**

AMENDMENT #10

**CONCOURSE 'AB&C' SECURITY CHECKPOINT
FOR
PALM BEACH COUNTY DEPARTMENT OF AIRPORTS**

TASK I-07-PBI-P-023

ROOF LEAK REPORT SERVICES

Background

The Department of Airports maintenance staff identified a recurring building leak during rainy periods that allowed for water intrusion into the terminal building at the point where the existing east face of the terminal was added onto last year as part of the Security Checkpoint Expansion Project. The leak appeared to occur at the terminals 4th. Level parking area where new and old construction was joined together.

The Department of Airports requested that the Architect who designed the new addition (PGAL) for the Security Checkpoint Expansion Project investigate the problem, meet with the Contractor and advise the Owner as to the source of the problem and a required remediation to repair the roof leak.

PGAL prepared a report, the result of which identified a 'cold joint' waterproofing membrane improperly installed during construction and an overflow scupper that was not installed per plans. The Contractor (Centex Constructors LLC recently acquired by Balfour Beatty Construction) is currently on site correcting the roofing issue.

Additional Services

This Amendment will reimburse PGAL for the investigative cost of identifying the source of the roof leak, determining responsibility, preparing a written/photographic report analysis, and providing construction administration services during the roof repair procedure.

The repair work by the Contractor is estimated to be complete by the end of June 2008.

EXHIBIT "B"

AMENDMENT # 10

**DETAILED FEES, EXPENSES
AND PAYMENTS**

EXHIBIT "B"
DETAILED FEES, EXPENSES, AND PAYMENTS
METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF CONSULTANT:

1. Task I - Specific 2007 Projects:

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

<u>Task</u>	<u>Lump Sum Labor Amount</u>	<u>T&M Labor Amount</u>	<u>Lump Sum Expense</u>	<u>Reimbursable Expense</u>	<u>Total Cost</u>
I-07-PBI-P-020 Department of Airports Admin. Bldg. and Communication Facility	\$300,104		\$8,350		\$308,454
I-07-PBI-P-021 Concourse C Gate Expansion	\$221,085		\$7,325		\$228,410
I-07-PBI-P-022 Security Checkpoint AB&C Electronic files	\$53,571				\$53,571
I-07-PBI-P-023 Security Checkpoint AB&C Terminal 4 roof leak services	12,417				\$12,417
TOTAL	\$587,177		\$15,675		\$602,852

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

2. Task II - Annual Projects in 2007

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

<u>Task</u>	<u>Lump Sum Labor Amount</u>	<u>T&M Labor Amount</u>	<u>Lump Sum Expense</u>	<u>Reimbursable Expense</u>	<u>Total Cost</u>
None this amendment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

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

3. Task III - Miscellaneous and Administrative Services for 2007

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

<u>Task</u>	
III-07-DOA-P-001 (Staff Extension)	Maximum Allowance \$ 0
III-07-DOA-P-002 (Misc. Planning/Eng. Services)	Maximum Allowance \$ 0
III-07-DOA-P-003 (Misc. Construction Admin Services)	Maximum Allowance \$ 0
III-07-DOA-P-004 (Construction Engineering & Inspection Services)	Maximum Allowance \$ 0
III-07-DOA-P-005 (Construction Survey and Geotechnical Services)	Maximum Allowance \$ 0

TOTALS

\$0

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

Staff Extension (Task III-07-DOA-P-001)

An Amendment #10 labor and expense allowance of (none this Amendment #10) is provided for additional services performed under Task III-07-DOA-P-001. Billing will be based on the hourly billing rates labor costs listed in Table I (Prime and Sub-Consultants) with reimbursable expenses listed, all charged against Task III-07-DOA-P-001 as established in this Contract. This task will not require a separate proposal.

Miscellaneous Planning and Engineering Services (III-07-DOA-P-002)

An Amendment #10 Not-To-Exceed labor and expense allowance (none this Amendment #10) is provided for additional services performed under Task III-07-DOA-P-002. A separate proposal or authorization is to be required for this Task. This is to serve as a record keeping arrangement for the performance of miscellaneous planning and engineering services not included under Tasks I or II. Billing will be on a lump sum or hourly basis as approved by the COUNTY with lump sum and/or reimbursable expenses listed, all charged against Task III-07-DOA-P-002 as established in this Contract.

Miscellaneous Construction Administration Services (III-07-DOA-P-003)

A Not-To-Exceed labor and expense allowance (none this Amendment # 10) is provided to additional services performed under Task III-07-DOA-P-003. A separate proposal or authorization is required for this task. This is to serve as a record keeping arrangement for the performance of miscellaneous construction administration services not included under Tasks I or II. Billing will be on a lump sum or hourly basis as approved by the COUNTY with lump sum and/or reimbursable expenses listed, all charged against Task III-07-DOA-P-003 as established in this Contract.

Construction Engineering & Inspection Services (III-07-DOA-P-004)

An Amendment #10 labor and expense allowance of (none this Amendment #10) is provided for additional services performed under Task III-06-DOA-P-004. Billing will be based on the hourly billing rates labor costs listed in Table I (Prime and Sub Consultants) with reimbursable expenses listed, all charged against Task III-07-DOA-P-004 as established in this Contract. This Task will not require a separate proposal.

Construction Survey and Geotechnical Services (III-07-DOA-P-005)

An Amendment #10 Not-To-Exceed labor and expense allowance of (none this Amendment # 10) is provided for additional services performed under Task III-07-DOA-P-005. A separate proposal or authorization is to be required for this Task. This is to serve as a record keeping arrangement for the performance of surveying and geotechnical services performed during construction and services not included under Tasks I or II. Billing will be on a lump sum or hourly basis as approved by the COUNTY with lump sum and/or reimbursable expenses listed, all charged against Task III-07-DOA-P-005 as established in this Contract.

**EXHIBIT B-I-23
SCOPE OF SERVICES**

AMENDMENT #10

**ADMINISTRATION BUILDING AND COMMUNICATION FACILITY ADDITIONAL SERVICES
FOR
PALM BEACH COUNTY DEPARTMENT OF AIRPORTS**

TASK I-07-PBI-P-020

(Department of Airports Administration Building and Communication Facility)

<u>Description</u>	<u>Fees</u>
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1. LABOR EXPENSES

ADDITIONAL SERVICES (LUMP SUM)

PHASE 3 – CONSTRUCTION ADMIN.	\$ 99,976
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PHASE 3- CONST'R ENGINEERING ADMINISTRATION SERVICES	\$ 174,128
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SPECIAL INSPECTOR	\$ 26,000
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2. LUMP SUM EXPENSES

PHASE 3 –CONSTRUCTION ADMIN.	\$ 8,350
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TOTAL FEE	\$ 308,454
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SUB-CONSULTANT DBE FEE ESTIMATES

Firm	Amount	Category	%DBE
NODARSE	\$ 26,000	HHE	8.43%
HILLERS	\$ 21,052	HHE	6.83%
CRJ	\$ 11,004	HHE	3.56%
DBE Sub Consultant Participation Estimate	\$ 58,056		18.82%

**EXHIBIT B-I-24
SCOPE OF SERVICES**

AMENDMENT # 10

**CONCOURSE 'C' GATE EXPANSION
FOR
PALM BEACH COUNTY DEPARTMENT OF AIRPORTS**

TASK I-07-PBI-P-021

(Concourse C Gate Expansion Additional Services)

1. LABOR EXPENSES

ADDITIONAL SERVICES (LUMP SUM)

CONST'R. ADMINISTRATION	\$ 49,315
CONST'R ENGINEERING ADMIN SERVICES	\$148,410
SPECIAL INSPECTOR	\$ 23,360

2. LUMP SUM EXPENSES

CONST'R ADMIN	\$ 7,325
TOTAL FEE	<u>\$ 228,410</u>

SUB-CONSULTANT DBE FEE ESTIMATES

Firm	Amount	Category	%DBE
RCT Engineering	\$ 5,867	BLK	2.57%
Nodarse	\$ 33,425	HHE	14.63%
Gartek	<u>\$ 12,200</u>	HHE	5.34%
DBE Sub Consultant Participation Estimate	\$ 51,492		22.54%

**EXHIBIT B-I-25
SCOPE OF SERVICES**

AMENDMENT #10

**CONCOURSE 'AB&C' SECURITY CHECKPOINT
FOR
PALM BEACH COUNTY DEPARTMENT OF AIRPORTS**

TASK I-07-PBI-P-022

(Concourse AB&C Security Checkpoints Additional Services)

<u>Description</u>	<u>Fees</u>
ADDITIONAL SERVICES	
1. LUMP SUM SERVICES	
AS DESIGNED ELECTRONIC FILES	\$ 53,571
TOTAL FEE	<u>\$53,571</u>

SUB-CONSULTANT DBE FEE ESTIMATES

Firm	Amount	Category	%DBE
Gartek Engineering	\$5,000	HHE	9.33%
RCT Engineering	\$4,600	BLK	8.59%
ONM&J	\$8,500	HHE	15.87%
Hillers	<u>\$3,200</u>	HHE	<u>5.97%</u>
DBE Sub Consultant Participation Estimate	\$21,300		39.76%

**EXHIBIT B-I-26
SCOPE OF SERVICES**

AMENDMENT #10

**CONCOURSE 'AB&C' SECURITY CHECKPOINT
FOR
PALM BEACH COUNTY DEPARTMENT OF AIRPORTS**

TASK I-07-PBI-P-023

(Concourse AB&C Security Checkpoints Additional Services)

<u>Description</u>	<u>Fees</u>
ADDITIONAL SERVICES	
1. LUMP SUM SERVICES	
ROOF LEAK REPORT SERVICES	\$ 12,417
TOTAL FEE	<u>\$12,417</u>

SUB-CONSULTANT DBE FEE ESTIMATES

Firm	Amount	Category	%DBE
Not Applicable			
DBE Sub Consultant Participation Estimate	\$0		0.00%

AMENDMENT # 10

TABLE I

SCHEDULE OF HOURLY LABOR BILLING RATES

The following hourly billing rates are **added** and or updated for use during FY2007 and apply to the Palm Beach County Department of Airports General Consulting Services Contract.

Overhead and profit is included in these billing rates for the CONSULTANT at a factor of 2.8 times weighted average salary rates. The man-hour salary costs by job title description associated with this project multiplier may be increased at the COUNTY'S discretion up to, but not exceeding, annual changes in the consumer price index.

Billing rates are included for personnel, survey and geotechnical tests as identified in the Base Agreement, Amendment #1 through Amendment #9 and as included herein for Amendment #10

Labor Rates: (Prime and Sub Consultants)

CONSULTANT: NODARSE

Position	Hourly Billing Rate
Threshold Inspector	\$ 145.00
Threshold Inspector Representative	\$ 65.00
Special Inspector	\$ 90.00

CONSULTANT: PBS&J

Position (WPB)	
Principal	\$ 190.00
Sr Project Manager	\$ 156.00
Proj Manager (Arch)	\$ 111.00
Engineer	\$ 96.00
Administrative	\$ 56.00
Sr Scheduler	\$ 105.00
Estimator	\$ 81.00
(TPA)	
Sr. Project Manager	\$130.00
Sr. Architect	\$106.00
Architect	\$ 86.00
(MIA)	
Proj Mgr. Structural	\$135.00
Sr Structural Eng'r.	\$110.00
Structural Eng'r CADD	\$ 70.00

CONSULTANT: TLC

Position	Hourly Billing Rate
Sr Project Manager	\$ 135.00
Sr. Engineer Mech	\$ 110.00
Sr. Engineer Plumbing	\$ 110.00
Engineer	\$ 75.00
CAAD	\$ 60.00
Admin	\$ 45.00

CONSULTANT: RCT

Position	
Project Principal	\$ 156.00
Sr. Proj Mgr.	\$ 120.00
Sr. Structural Engineer	\$ 128.00
Project Manager	\$ 106.00
CAAD	\$ 60.00
Admin	\$ 50.00

CONSULTANT: PGAL

Position	
Principal	\$ 150.00
Proj Mgr.	\$ 130.00
Sr. Architect	\$ 110.00
Architect	\$ 90.00
CAAD	\$ 60.00
Admin	\$ 45.00

CONSULTANT: GARTEK

Position	
Principal	\$ 150.00
Sr. Engineer	\$ 130.00
Engineer	\$ 120.00
Architect	\$ 90.00
CAAD	\$ 60.00
Admin	\$ 45.00

AMENDMENT # 10

TABLE II

SCHEDULE OF SUBSISTENCE AND REIMBURSABLE EXPENSES

The following unit prices are used in this Contract:

Air Travel	At Cost (most economical class)
Hotel/Lodging	\$119.00 per person per day
Subsistence	\$95.00 per diem / per day for food and lodging (no receipts required). If actual expenses exceed per diem, then actual expense for lodging at single occupancy rate substantiated by paid bills; plus an amount for meal allowances as follows: Dinner: \$22.00 Lunch: \$12.00 Breakfast: \$6.00
Rental Car	Intermediate rental car rate
Personal Auto	\$0.44.5 mile
Overnight Delivery	At Cost
Outside Reprographic Services Specifications	At cost
Tolls, Parking	Receipts

EXHIBIT "C"

AMENDMENT # 10

PROPOSED SCHEDULES

**EXHIBIT C-I-23
SCOPE OF SERVICES**

AMENDMENT #10

**ADMINISTRATION BUILDING AND COMMUNICATION FACILITY ADDITIONAL SERVICES
FOR
PALM BEACH COUNTY DEPARTMENT OF AIRPORTS**

TASK I-07-PBI-P-020

(Department of Airports Administration Building and Communication Facility)

TASK **DURATION (Calendar Days)**

Phase 3 Construction Administration to January 3,2008 (project completion)

**EXHIBIT C-I-24
SCOPE OF SERVICES**

AMENDMENT # 10

**CONCOURSE 'C' GATE EXPANSION
FOR
PALM BEACH COUNTY DEPARTMENT OF AIRPORTS**

TASK I-07-PBI-P-021

(Concourse C Gate Expansion Additional Services)

TASK **DURATION (Calendar Days)**

Construction Administration

to January 8, 2008

**EXHIBIT C-I-25
SCOPE OF SERVICES**

AMENDMENT #10

**CONCOURSE 'AB&C' SECURITY CHECKPOINT
FOR
PALM BEACH COUNTY DEPARTMENT OF AIRPORTS**

TASK I-07-PBI-P-022

(Concourse AB&C Security Checkpoints Additional Services)

AS DESIGNED ELECTRONIC FILES

TASK	DURATION (Calendar Days)
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Completion of as designed Security Checkpoint Project AB&C electronic files.
This task is estimated to be complete one month or less of n.t.p.

**EXHIBIT C-I-26
SCOPE OF SERVICES**

AMENDMENT #10

**CONCOURSE 'AB&C' SECURITY CHECKPOINT
FOR
PALM BEACH COUNTY DEPARTMENT OF AIRPORTS**

TASK I-07-PBI-P-023

(Concourse AB&C Security Checkpoints Additional Services)

ROOF LEAK REPORT SERVICES

TASK DURATION (Calendar Days)

Completion of roof repairs by the Contractor is estimated to be complete by the end of June, 2007 .

EXHIBIT "D"

AMENDMENT # 10

DBE

**SCHEDULE FOR PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISE CONSULTANTS
(FORM DBE SCHEDULE 1)**

PROJECT NAME: Airports General Consulting Services CONTRACT NO: R2001 0194

NAME OF PRIME: PBS&J

CONTACT PERSON: Kenneth Jacobsen

PHONE NO: 561-689-7275

SUBMITTAL DATE: April 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	Contract % Amount			
		Black	Hispanic	Women	Other (Please Specify)
1. Hillers Electrical 23257 State Road 7, Suite 100 Boca Raton, FL 33428 561-471-7412	Electrical Engineering	___ %	<u>4.02 %</u>	___ %	___ %
2. R.C.T. Engineering 701 North point Pkwy. West Palm Beach, FL 33407 561-684-7534	Mechanical, and Structural Design	<u>1.74%</u>	___ %	___ %	___ %
3. Gartek Engineering Corp. 7210 SW 39 Terrace Miami, FL 33155 305-235-2350	Mechanical Engineering	___ %	<u>2.86%</u>	___ %	___ %
4. Nodarse 2448 Metro Center Blvd West Palm Beach, Fl. 33407 561/616/0870	Engineers Survey	___ %	<u>9.85%</u>	___ %	___ %
5. ONM&J 321 15 th . St Suite 200 West Palm Beach, FL. 33401	Structural	___ %	<u>1.41%</u>	___ %	___ %
6. CRJ & Associates 7220 NW 36 th . St. Suite 408 Miami, FL. 33166	Civil	___ %	<u>1.82%</u>	___ %	___ %
Totals:		<u>1.74%</u>	<u>19.96%</u>	<u>0.00%</u>	<u>0.00%</u>

PRIME CONSULTANT TO COMPLETE:

Participation 21.70 % this Amendment # 10

**PALM BEACH INTERNATIONAL AIRPORT
GENERAL CONSULTANT AGREEMENT WITH PBS&J
CONTRACT HISTORY THROUGH AMENDMENT 9**

CONTRACT		ORIGINAL	CURRENT							
DATE APPROVED BY BCC		2/6/2001								
CONTRACT COMPLETION DATE		2/6/2003	2/6/2005 **							
CONTRACT AMOUNT =		\$985,730.50	\$10,884,265.50							
AMEND No.	DATE	AMEND YR	AMENDMENT AMOUNT	LEAD DEPT APPROVAL	ORC APPROVAL	CUMULATIVE APPROVAL	BCC APPROVAL	PERCENT OF ORIGINAL CONTRACT	NEW CONTRACT AMOUNT	STATUS
1	Board Meeting 2/26/2002.	1 Yr	\$397,000.00				\$397,000.00	40.27%	\$1,382,730.50	Approved by BCC on 2/26/02 (R2002-0238)
2	Board Meeting 6/18/2002	0	\$1,803,265.00				\$1,803,265.00	182.94%	\$3,185,995.50	Approved by BCC on 06/18/02 (R2002-0953)
3	Board Meeting 2/04/2003	0	\$650,000.00				\$650,000.00	65.94%	\$3,835,995.50	Approved by BCC on 2/04/03 (R2003-0168)
4	Board Meeting 7/15/2003	1 Yr	\$3,319,615.00				\$3,319,615.00	336.77%	\$7,155,610.50	Approved by BCC on 7/15/03 (R2003-1109)
5	Board Meeting 3/30/2004	0	\$333,415.00				\$333,415.00	33.82%	\$7,489,025.50	Approved by BCC on 3/30/04 (R2004-0557, 0558)
6	Board Meeting 1/11/2005	0	\$1,776,813.00				\$1,776,813.00	180.25%	\$9,265,838.50	Approved by BCC on 1/11/05 (R2005-0092)
7	Board Meeting 11/15/2005	0	\$1,252,100.00				\$1,252,100.00	127.02%	\$10,517,938.50	Approved by BCC on 11/15/2005 (R2005-2226)
8	Board Meeting 8/15/2006	0	\$366,327.00				\$366,327.00	37.16%	\$10,884,265.50	Approved by BCC on 8/15/06 (R2006-1407)
9	Board Meeting 9/12/2006	0	Added Language - no change in amount				\$0.00	0.00%	\$10,884,265.50	Approved by BCC on 9/12/06 (R2006-1905)
		2 Yr	\$9,898,535.00		\$0.00	\$0.00			\$10,884,265.50	

**Professional Services beyond this date are for continuing services for projects approved under the contract that are under construction

To be approved by the Dept
 To be approved by the CRC
 To be approved by the Board

Approval Authority

CO Value
 \$0-50,000
 \$50,001-100,000
 >\$100,001

Cummulative Value
 \$0-100,000
 \$100,101 - 200,000