

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	\$1,347,841	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues (Grants)	(391,921)	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	\$ 955,920	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes X No _____

Budget Account No: Fund 4111 Department 121 Unit A107-98 Object 6505 150,000
 Fund 4111 Department 121 Unit A107-99 Object 6505 400,000
 Fund 4111 Department 121 Unit A233-77 Object 6504 405,920
 955,920

Reporting Category _____

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

Funds are available in the accounts referenced above. Funding sources are Airport Revenues and FDOT Grants.

C. Departmental Fiscal Review: Michael Simon

III. REVIEW COMMENTS

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

Shirley White 6-10-08
 OFMB 6/9/08 6/12/08

Contract Dev. and Control 6/11/08

This amendment complies with our review requirements.

B. Legal Sufficiency:

Assistant County Attorney 6/12/08

C. Other Department Review:

 Department Director

**AMENDMENT # 3 TO CONTRACT
BETWEEN PALM BEACH COUNTY
AND
THE LPA GROUP INCORPORATED
FOR
CONSULTING/PROFESSIONAL SERVICES**

This Amendment # 3 made and entered into the ____ day of _____, 2008 between Palm Beach County, Florida ("COUNTY") and THE LPA GROUP INCORPORATED, a corporation authorized to do business in the State of Florida, having its office and principal place of business at 700 Huger Street, Columbia, South Carolina 29201 ("CONSULTANT"), with Federal Tax I.D. Number 57-0716200.

WITNESSETH

WHEREAS, on November 21, 2006, the County entered into an Agreement (R2006-2418) with the CONSULTANT for the CONSULTANT to provide General Airport Consulting Services for the Palm Beach County Department of Airports, for a period of two (2) years, with two (2) one (1)-year renewal options, the exercise of which are within COUNTY'S sole control and discretion (the Contract); and

WHEREAS, on May 1, 2007, the COUNTY entered into an Amendment #1 (R2007 0635) with the CONSULTANT for the CONSULTANT to provide additional professional services for the Department of Airports, Palm Beach County, in accordance with Article 25 of the original Agreement; and

WHEREAS, on November 20, 2007, the COUNTY entered into an Amendment #2 (R2007 2072) with the CONSULTANT for the CONSULTANT to provide additional professional services for the Department of Airports, Palm Beach County, in accordance with Article 25 of the original Agreement; 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 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 Exhibit I. The total amount to be paid by the COUNTY to the CONSULTANT for professional services, including any out of pocket expenses, shall not exceed One Million Three Hundred Forty-seven Thousand Eight Hundred Forty-one Dollars and No Cents (\$1,347,841.00) for the services in Amendment No. 3 to the original Contract.
2. The parties hereby agree that continued performance of on-going services related to tasks authorized prior to the expiration of the Contract shall extend the term presented above to allow completion of the task. If required, an Amendment to the Contract may be issued to expand the scope of services to include any additional services needed to complete a task authorized prior to expiration of this Contract.
3. 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 Third 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, THE LPA GROUP INCORPORATED, has caused these present to be signed in its corporate name by its duly authorized officer, Mohsen Mohammadi, Vice President, 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 and Comptroller

PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida

BOARD OF COUNTY COMMISSIONERS:

By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

CONSULTANT:

BY: *[Signature]*
County Attorney

THE LPA GROUP INCORPORATED
Company Name

APPROVED AS TO TERMS AND
CONDITIONS:

A South Carolina Corporation
(Insert State of Incorporation)

By: *[Signature]*
Director of Airports

BY *[Signature]*
(Signature)

[Signature]
(Witness Signature)

Mark Friendly
(Print Signatory's Name)

Julie A. Lorenz
Witness Name (Type or Print)

Its Controller
(Print Title)

May 20, 2008
(Date of Execution)

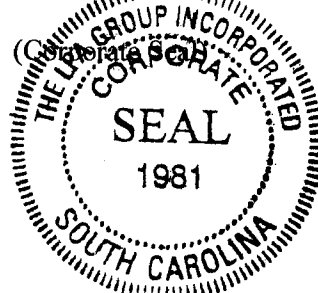


EXHIBIT "I"

SCOPE OF SERVICES AND FEES

A. The scopes of service for this Amendment #3 include Specific Projects (Task I), and Miscellaneous Planning and Engineering Services (Task III) as described in the Agreement dated November 21, 2006 (R2006-2418). Specifically these services will include:

Task I – Specific 2008 Projects:

- Task I-02-PBI-L-017 Palm Beach International Airport
Taxiway "L" Extension

Task III – Miscellaneous and Administrative Services for 2008:

- Task III-02-DOA-L-001 Staff Extension
- Task III-02-DOA-L-002 Misc. Planning, Engineering, and Construction Services

B. Method of Payment for Services and expenses of CONSULTANT

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

TASK	LUMP SUM LABOR AMOUNT	T & M AMOUNT	LUMP SUM EXPENSES	REIMB. EXPENSES	TOTAL COST
Task I-02-PBI-L-017 - PBI T/W L Ext.	\$631,622.00	\$139,053.00	\$27,166.00		\$797,841.00
<u>Total Task I:</u>					
III-02-DOA-L-001 Staff Extension		\$150,000.00			\$150,000.00
III-02-DOA-L-002 Misc. Planning, Engineering, and Construction Services		\$400,000.00			\$400,000.00
<u>Total Task III:</u>		\$550,000.00			\$550,000.00
<u>Total Fees (Not to Exceed):</u>					\$1,347,841.00

Attachments:

Schedule #1

Participation for DBE Consultants – AMENDMENT NO. 3

Exhibit “A”

Task I-02-PBI-L-017
Palm Beach International Airport
Taxiway “L” Extension
Scope of Work/Fee Schedule
Schedule #1 (Participation for DBE Consultants)

**SCHEDULE #1
PARTICIPATION FOR DBE CONSULTANTS**

PROJECT NAME: Amendment # 3 To Contract Between Palm Beach County and THE LPA GROUP INCORPORATED for Consulting/Professional Services **RESOLUTION NO:** 2006-2418

CONSULTANT: THE LPA GROUP INCORPORATED **PHONE NO.:** 813.889.3892

CONTACT: Mohsen Mohammadi **FAX NO:** 813.889.3893

DATE: DATE **DEPARTMENT:** Airports

Name, Address and Phone Number of DBE Subcontractor	Type of Work to be performed	DBE Subcontractor Amount			
		Black	Hispanic	S/WBE Women	Other (S/MBE)
Brown & Phillips, Inc. 901 Northpoint Parkway, Suite 305 West Palm Beach, Florida 33407 (561) 615-3988	Survey	\$29,660.00	\$	\$	\$
Hillers Electrical Engineering, Inc. 23257 State Road 7, Suite 100 Boca Raton, Florida 33428 (561) 451-9165	Airfield Electrical / NAVAIDS Engineering	\$	\$77,470.00	\$	\$
Nodarse & Associates, Inc. 2448 Metrocentre Boulevard West Palm Beach, Florida 33407 (561) 616-0870	Geotechnical Engineering/ Materials Testing	\$	\$	\$67,723.00	\$
	Total:	\$29,660.00	\$77,470.00	\$67,723.00	\$0.00

Total Fee:	\$1,347,841.00
Total % of DBE Participation:	12.97**

****NOTE:** With subconsultant services that will be performed for projects under Task III-02-DOA-L-001, Staff Extension and Task III-02-DOA-L-002, Miscellaneous Planning, Engineering, and Construction Services, the total DBE percentage under this Amendment No. 3 shall exceed 26%.

EXHIBIT A
SCOPE OF SERVICES

TASK I-02-PBI-L-017

Palm Beach County Department of Airports
Palm Beach International Airport
Taxiway L Extension (Design and Bidding)

Project Description

Palm Beach County (COUNTY) intends to extend Taxiway L from east of Taxiway F to the threshold of Runway 27R. THE LPA GROUP INCORPORATED (CONSULTANT) will provide professional engineering design and bidding services for the project. This taxiway will have a width of 75 feet and will be constructed of bituminous concrete pavement with unpaved shoulders as shown in Figure 1. Taxiway edge lighting and signage will be installed in the unpaved shoulders. Taxiway connectors are planned under the future two-runway scenario; however, on this project the COUNTY does not intend to construct any of these connectors; rather, the Taxiway L Extension will tie into the existing connectors using widened fillets as shown in Figure 1. The Taxiway L Extension will cross Runway 13-31 and Taxiways G, H, D, and K and will terminate at Taxiway J. Several factors will be considered during the design of this project, including:

A. Relocate Glideslope

The current ILS Glideslope for Runway 27R approach is located 400 feet south of the runway. This is the proposed separation for Taxiway L Extension. As part of this project, the Glideslope antenna and shelter will be relocated to the north to approximately 255' south of Runway 9L-27R centerline. The Federal Aviation Administration (FAA's) involvement will be required during the design and construction phase of this project. A Memorandum of Agreement between the COUNTY and the FAA for the design and construction phases will be required. It is anticipated that the existing Glideslope antenna, tower, shelter, and equipment will be re-used.

B. VOR

It is anticipated that this new taxiway will not have any impact on the operation of the VOR. However, coordination with the FAA will be required for the approval of the proposed alignment.

C. Geometric Design

The COUNTY has recently completed a System Plan for PBI and is currently preparing an Environmental Impact Statement (EIS) for a second commercial runway. The Taxiway L Extension will be designed to meet the ultimate Master Plan for the two-runway configuration with a middle taxiway. Factors that will be taken into account include vertical profile, lighting and signage, and pavement strength. The design of this taxiway will be such that demolition costs are minimized during the construction of this taxiway and during the expansion of the airfield to the two-runway configuration.

CONSULTANT will analyze and verify the preliminary geometric and vertical design that was accomplished during the system planning process.

D. Electrical Design

In addition to the ILS Glideslope relocation, the extension of Taxiway L will also require several other electrical modifications and design, including:

1. Modifications to edge lighting and signage system along Runway 13-31 and Taxiways G, H, D, and K.
2. Relocation of Runway 31 PAPI system.