

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

Meeting Date: 9/9/08 [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:**


- (A) Amendment No. 9 to the General Consulting Agreement with CH2M Hill, Inc. for Consulting/Professional Services in the amount of \$640,160 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 \$640,160 in the Airports' Improvement and Development Fund to establish budget for Amendment No. 9 to the CH2M Hill, Inc. agreement, including a transfer from airport reserves in the amount of \$640,160.

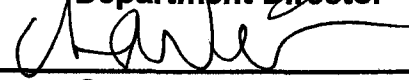
**Summary:** The Consulting Agreement (R-2005-0319) with CH2M Hill, Inc. for general airport planning and design was approved on February 15, 2005 in the amount of \$2,443,804 to carry out the approved Capital Improvement Programs for the County's Airports. The agreement is for 2 years with 2 one-year renewal options. Amendments 1-8 were approved for a net increase in the amount of \$10,423,585. Approval of Amendment No. 9 in the amount of \$640,160 will provide funds to complete the following tasks and services: Task I Services include: Cabin Air System Improvement-Supplement No. 1; Update Exhibit 'A' Property Map-Supplement No. 1; Update Noise Land Inventory Map and Disposal/Re-Use Plan; Stormwater Management Master Plan-Westgate CRA/SCTF Coordination and Additional Modeling; and Phase I Environmental Site Assessments. Task III Services include: Staff Extension; Miscellaneous Planning and Engineering Services and Construction Administration Services. The Disadvantaged Business Enterprise (DBE) participation for this Amendment is 11.05%. The total DBE contract goal including all amendments is 27.73%. **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. This agreement is for 2 years with 2 one-year renewal options, the first of which was exercised through Amendment No. 4 (R-2007-0138) on February 6, 2007 and the second through Amendment No. 7 (R-2008-0036) on January 15, 2008. This amendment allows for the initiation, continuation and completion of tasks and services necessary for the development and operation of the County's airport system.

**Attachments:**

- 1. Amendment No. 9 with CH2M Hill, Inc. - 3 Originals
- 2. Budget Transfer

Recommended By:  7/22/08  
 Department Director Date

Approved By:  9/9/08  
 County Administrator Date

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	\$640,160	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues (Grants)	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<b>\$640,160</b>	_____	_____	_____	_____
# 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 \$640,160, which includes a transfer from reserves in the amount of \$640,160.

C. Departmental Fiscal Review: *Michael S...*

**III. REVIEW COMMENTS**

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

*7-31-08* *Adrienne White* 7-31-08  
 OFMB *1/31/08* *VO* *01/30*  
*7/31/08* *John J. Jones* 8/11/08  
 Contract Dev. and Control

**B. Legal Sufficiency:**

This amendment complies with our review requirements.

*James C. ...* 8/4/08  
 Assistant County Attorney

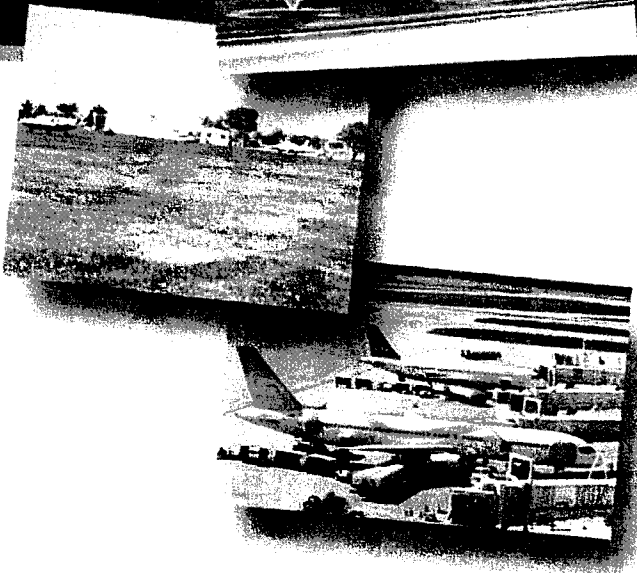
**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

AMENDMENT NO. 9

# General Consulting Services

*for Architectural/Engineering/Construction  
Management and Land Development*



Presented to:  
**Palm Beach County  
Department of Airports**

**CH2MHILL**  
June 2008

**AMENDMENT NO. 9 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. 9 to the Contract is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2008, 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, on May 1, 2007, the County approved Amendment No. 5 (R2007 0634) to agreement (R2005 0319) with the CONSULTANT, and

WHEREAS, on October 16, 2007, the County approved Amendment No. 6 (R2007 1797) to agreement (R2005 0319) with the CONSULTANT, and

WHEREAS, on January 15, 2008, the County approved Amendment No. 7 (R2008 0036) to agreement (R2005 0319) with the CONSULTANT, and

WHEREAS, on March 11, 2008, the County approved Amendment No. 8 (R2008 0344) 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 \$640,160 (Six Hundred Forty Thousand One Hundred Sixty Dollars) for services included in this Amendment No. 9 to the original Contract.
2. Reference Amendment No. 9 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 No. 9. All documents as included in the Amendment No. 9 Index are incorporated fully by reference into this Amendment.
3. **EXHIBIT "B"**  
**TABLE I SCHEDULE OF HOURLY LABOR BILLING RATES**  
Hourly Billing Rates and Descriptions revised as indicated in EXHIBIT "B" Table I Schedule of Hourly Labor Billing Rates.  
**TABLE II SCHEDULE OF SUBSISTENCE AND REIMBURSABLE EXPENSES**  
Revise Personal Auto rate from \$0.505 per mile to \$0.585 per mile effective July 1, 2008 based on Palm Beach County Policies and Procedures Manual – Travel PPM # CW-F-009.
4. **Task III – Miscellaneous and Administrative Services for 2008**  
The following task will have a retroactive NTP date of July 11, 2008.  
Task III-08-DOA-C-001 (Staff Extension)
5. 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 Ninth 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, CH2M HILL, has caused these present to be signed in its corporate name by its duly authorized officer Terry A. Ruhl, acting on behalf of said CONSULTANT, and the Seal of said CONSULTANT to be affixed hereto and attested by the Secretary of said CONSULTANT, the day and year first written above.

ATTEST:

PALM BEACH COUNTY, FLORIDA  
BOARD OF COUNTY COMMISSIONERS

SHARON R. BOCK  
CLERK AND COMPTROLLER

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Addie L. Greene, Chairperson

WITNESS:

CONSULTANT:

Paula W. Chase  
SIGNATURE

CH2M HILL  
\_\_\_\_\_  
COMPANY NAME

PAULA W. CHASE  
Name (type or print)

Terry A. Ruhl  
Signature

Terry A. Ruhl  
Name (type or print)

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

Vice President  
Title

BY: \_\_\_\_\_  
County Attorney

(Corporate Seal)

APPROVED AS TO TERMS  
AND CONDITIONS

By: [Signature]  
Department Director

# AMENDMENT NO. 9

## INDEX

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### CERTIFICATE OF INSURANCE

### ATTACHMENT "A" AMENDMENT NO. 9

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

EXHIBIT A-I-5	TASK I-05-PBI-C-005 (Palm Beach International Airport – Cabin Air System Improvement - Supplement No.1) .....	1-10
EXHIBIT A-I-28	TASK I-07-PBI-C-028 (Palm Beach International Airport - Update Exhibit A Property Map - Supplement No.1) .....	1-2
EXHIBIT A-I-33	TASK I-08-PBI-C-033 (Update Noise Land Inventory Map and Disposal / Re-use Plan – January 2008 Guidance).....	1-3
EXHIBIT A-I-34	TASK I-08-PBI-C-034 (Westgate CRA/SCTF Coordination and Additional Modeling)	1-3
EXHIBIT A-I-35	TASK I-08-DOA-C-035 (Phase I Environmental Site Assessments) .....	1-6

### EXHIBIT "B" DETAILED FEES, EXPENSES, AND PAYMENTS

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Task I Specific Projects for 2008.....	1-1
Task III Miscellaneous Planning and Engineering Services for 2008 .....	1-1
Table I Schedule of Hourly Labor Billing Rates .....	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 – Letters of Intent

# **CERTIFICATE OF INSURANCE**





**ADDITIONAL INFORMATION**

SEA-000820806-14 05/23/08

**PRODUCER**

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

**COMPANIES AFFORDING COVERAGE**

COMPANY  
E

COMPANY  
F

15114 -01234-ALL4-08/09 WPB PARTE

**INSURED**

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

COMPANY  
G

COMPANY  
H

**TEXT**

CONTINUED FROM DESCRIPTION SECTION:

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  
PLANNING AND DEVELOPMENT  
846 PALM BEACH INTERNATIONAL AIRPORT  
WEST PALM BEACH, FL 33406

Marsh USA Inc.  
Sharon A. Hammer

*Sharon A. Hammer*

# MARSH

# CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER  
SEA-000956102-08

**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 -00006-PL5MM-08/09 WPB PARTE 326417

**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								
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ PERSONAL & ADV INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$								
	<b>AUTOMOBILE LIABILITY</b> <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 \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$								
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$								
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$								
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				<table border="1"> <tr> <td>WC STATUTORY LIMITS</td> <td>OTHER</td> </tr> <tr> <td>EL EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>EL DISEASE-POLICY LIMIT</td> <td>\$</td> </tr> <tr> <td>EL DISEASE-EACH EMPLOYEE</td> <td>\$</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	EL EACH ACCIDENT	\$	EL DISEASE-POLICY LIMIT	\$	EL DISEASE-EACH EMPLOYEE	\$
WC STATUTORY LIMITS	OTHER												
EL EACH ACCIDENT	\$												
EL DISEASE-POLICY LIMIT	\$												
EL DISEASE-EACH EMPLOYEE	\$												
A	<b>OTHER</b> PROFESSIONAL LIABILITY*	EOC3829621-06	05/01/08	05/01/09	\$5,000,000 EACH CLAIM AND TOTAL FOR ALL CLAIMS								

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS**

RE: PROJECT #326417 - PALM BEACH COUNTY DOA GENERAL CONSULTING SERVICES; PM: P. PARTENHEIMER.  
 \*FOR PROFESSIONAL LIABILITY COVERAGE, THE AGGREGATE LIMIT IS THE TOTAL INSURANCE AVAILABLE FOR CLAIMS PRESENTED WITHIN THE POLICY PERIOD FOR ALL OPERATIONS OF THE INSURED. THE LIMIT WILL BE REDUCED BY PAYMENTS OF INDEMNITY AND EXPENSE.

**CERTIFICATE HOLDER**

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

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE  
 Marsh USA Inc.  
 BY: Sharon A. Hammer

*Sharon A. Hammer*

MM1(3/02)

VALID AS OF: 05/23/08

**AMENDMENT NO. 9**  
**TO**  
**CONTRACT FOR CONSULTING/PROFESSIONAL**  
**SERVICES**  
**(CONTRACT R2005 0319)**

## **ATTACHMENT "A"**

### **AMENDMENT NO. 9**

This Amendment No. 9 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-5	TASK I-05-PBI-C-005	Palm Beach International Airport – Cabin Air System Improvement - Supplement No.1
EXHIBIT A-I-28	TASK I-07-PBI-C-028	Palm Beach International Airport – Update Exhibit "A" Property Map – Supplement No.1
EXHIBIT A-I-33	TASK I-08-PBI-C-033	Update Noise Land Inventory Map and Disposal/Re-use Plan – January 2008 Guidance
EXHIBIT A-I-34	TASK I-08-PBI-C-034	Palm Beach International Airport Westgate CRA/SCTF Coordination and Additional Modeling
EXHIBIT A-I-35	TASK I-08-DOA-C-035	Phase I Environmental Site Assessment

**EXHIBIT "A-I-5"**  
**SCOPE OF SERVICES**

**AMENDMENT NO. 9**

**TASK I-05-PBI-C-005 (Cabin Air System Improvement - Supplement No. 1)**

**DESCRIPTION**

CH2M HILL (CONSULTANT) and Hillers Electrical Engineering, Inc. (SUBCONSULTANT), also herein referred to as the design team, were tasked under the original 2005 Cabin Air System Improvements project (Task I-05-PBI-C-005) to prepare contract documents, provide Bid & Award and Construction Administration services at Palm Beach International Airport (PBI).

During the course of preparing the contract documents under the original task, the design team was notified that the Jetway Bridge project was using the proprietary INET system for its cooling system controls. The use of INET was not revealed during initial coordination and programming of the CONSULTANT's original Cabin Air System Improvements task and the CONSULTANT's design, per the original scope, was based on the assumption of using the existing Honeywell Cabin Air Control System. The contract documents were progressed to a 90% completion level and was put on-hold for a period of one year due to the unforeseen INET coordination issues between the Cabin Air System Improvements, Concourse C 3-Gate Expansion and Jetway Bridge Replacement projects. The funding for the Cabin Air System Improvements project was subsequently extended to accommodate this delay.

The CONSULTANT was directed by the Department of Airports (COUNTY) to separate the Mechanical portion of the Cabin Air System Improvements project from the Controls portion and re-package the contract documents. Due to the one year delay, in addition to re-packaging the project, the design, technical specifications, and COUNTY Front End documents will be required to be updated to current standards. The project will be re-packaged for the Mechanical portion only and be progressed to a 100% completion level. Bid & Award and Construction Administration Phase Services for the re-packaged Mechanical portion of the project will utilize the original Cabin Air System Improvements project budgets under Task I-05-PBI-C-005 except for those additions and modifications made under this supplement.

The purpose of this scope of work is to re-package the Mechanical portion including electrical upgrades necessary to accommodate the mechanical improvements, provide coordination services associated with the INET system, and provide additional bid & award services.

**Contract Documents - Re-package Mechanical (Original Task I-05-PBI-C-005)**

The CONSULTANT will perform the following tasks items 1 through 2:

1. Re-package Mechanical and Electrical portion of original Cabin Air System Improvements project including plans, specifications, cost estimate, and front end contract documents (CONSULTANT and SUBCONSULTANT)
2. Attend 6 coordination meetings associated with INET systems (CONSULTANT and SUBCONSULTANT)

## **PHASE 2 BIDDING AND AWARD OF CONTRACT**

(ORIGINAL TASK 1-05-PBI-C-005)

The original Bid and Award Services under Task I-05-PBI-C-005 assumed the COUNTY would distribute bid documents to prospective contracts. The DOA has requested these services be provided by the Consultant and are included herein as an addition to the original bid and awards services. Additional fees have also been included for hourly rate increase from 2005 to 2008. Following the 100% Complete Contract Documents approval, the CONSULTANT will print thirty (30) sets of the Contract Documents for Bidding purposes, ready for advertising as required by the COUNTY. The Consultant will provide Prospective Bidders with Bid Documents and administer the process of the Bidding Phase. Prospective Bidders shall obtain Bid Documents from Consultant's Palm Beach Gardens Office.

These services will be performed in accordance with the original Task 1-05-PBI-C-005 durations.

## **PHASE 3 CONSTRUCTION ADMINISTRATION**

(ORIGINAL TASK 1-05-PBI-C-005)

The following tasks were included in the original construction administration services. The original construction administration fee shall remain unchanged. Additional fees have been included for hourly rate increase from 2005 to 2008. The following tasks 4, 7, 8, and 10 are removed as part of this Supplement No. 1 as indicated by strikethrough:

1. Participation in pre-construction conference and assist with the preparation of a contract between the COUNTY and the successful bidder; prepare six (6) sets of conformed contract plans and documents for submittal to the successful bidder for Contract Execution; prepare ten (10) sets of conformed contract plans and documents for construction use by the successful bidder.
2. The CONSULTANT shall make periodic site visits to the construction site to observe and familiarize themselves generally with the progress and quality of the work and to determine if the work is generally proceeding in accordance with the Contract Documents and the Contractor's construction schedule. The CONSULTANT shall make periodic written reports to the COUNTY'S representative to advise of any deviation from the Contract Documents of the Contractor's construction schedule observed by or brought to the attention of the CONSULTANT. Such reports shall be submitted in a timely manner so as not to cause delay in the progress of the work. In performing these services, the personnel provided by the CONSULTANT shall be under the supervision of a registered professional engineer and/or architect. The CONSULTANT shall provide personnel experienced in the administration of construction contracts. On the basis of its on-site observations, the CONSULTANT shall keep the COUNTY representative informed as to the progress and quality of the work and shall endeavor to help protect the COUNTY against defects and deficiencies in the work of the construction contractors, but the CONSULTANT shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures or for the safety precautions and programs in connection with the project construction, for the acts or omissions of the contractor, subcontractor, any of their agents or subcontractor's employees, or any other person performing any of the work or for the failure of such persons to carry out the work in accordance with the Contract Documents; provided however, that the CONSULTANT shall not be relieved from its obligation to notify the COUNTY representative of any such act, omission, or failure on the part of the construction contractor observed by the CONSULTANT

during on-site visits. The CONSULTANT shall perform one (1) periodic site visit per week at a maximum of three (3) hours per visit throughout the duration of construction for a maximum of twenty (20) total periodic site visits.

3. Review and approve shop drawings, samples, and other submissions furnished by the contractor and submitted to the CONSULTANT. The CONSULTANT shall determine if the shop drawings, samples, and other submissions reasonably conform to the design concept of the project and the requirements of the Contract Documents. Such action(s) shall be taken with reasonable promptness so that the progress of the construction of the project will not be delayed. The CONSULTANT shall maintain a log of all contractor submittals that shall include the submittal date, the action taken, and the date returned.
- ~~4. Assist the COUNTY Representative in the preparation of routine change orders; act as an interpreter of the terms and conditions of the Contract Documents and judgement of the performance thereunder by the parties thereto and make decisions on claims of the COUNTY and contractor(s) relating to the execution, progress of the work, and other matters and questions related thereto, but the CONSULTANT will not be liable for the results of any such interpretation or decisions rendered by it in good faith.~~
5. Review laboratory, shop, and mill tests of materials and equipment and report to the COUNTY representative, in writing, on such matters.
6. Provide design clarifications and recommendations to assist the COUNTY representative in resolving field issues relating to the construction.
- ~~7. Evaluate contractor change and cost proposals and substitutions and recommend to the COUNTY representative to either approve or disapprove the contractor's proposal or substitution.~~
- ~~8. Review contractor's monthly applications for payment and supporting data, review the amount owing to the contractor(s) and approve in writing all payments to the contractor(s) in accordance with the Contract Documents.~~
9. Perform, together with the COUNTY'S representative, inspections of the construction site to determine if the project is substantially complete and a final inspection to determine if the project has been completed in accordance with the Contract Documents and if each contractor has fulfilled all of its obligations thereunder so that the CONSULTANT may approve if applicable, in writing, final payment to each contractor.
- ~~10. The CONSULTANT will assist the COUNTY'S representative in receiving and forwarding to the COUNTY written warranties and related documents assembled by the contractor.~~



**EXHIBIT "A-I-28"**  
**SCOPE OF SERVICES**

**AMENDMENT NO. 9**

**TASK I-07-PBI-C-028 Supplement No. 1**

**(Palm Beach International Airport – Update Exhibit "A" Property Map- Supplement No. 1)**

**Background:**

The purpose of this scope of work is to update the Palm Beach International Airport (PBIA) property map, otherwise known as Exhibit "A".

**Scope of Services:**

CH2M HILL, in conjunction with O.R. Colan and Associates, was tasked under Task III-06 - PBI-C-002-022 to update the existing airport property map (Exhibit "A"). During the process of completing that task, it was determined that some of the Parcel and Property Disposal information was not readily available without a Title Search. In addition, 309 Sound Insulation Easements were discovered. These sound insulation easements were not shown on previous Exhibit "A" Property Maps and would take significant effort to gather the data required for Data Table as well as number and show these parcels in plan view.

As part of this scope of work, the Prestige Title Agency, Inc. will research historical ownership information for parcels and subdivisions of parcels owned or disposed of by Palm Beach County Department Of Airports. In particular, parcel control numbers, name of owner, date of sale, parcel acreage and easement type, if any, will be provided.

This title search information will be provided for a maximum of 100 parcels.

Prestige will provide CH2M HILL with Ownership Certification update in MS Excel format as deliverables. In addition, Prestige will provide two hard copies and 1 PDF format copy on CD of an Ownership and Encumbrances Report. The report will contain copies of all documents uncovered from the title search effort.

Prestige will deliver all deliverables to CH2M HILL in 12 weeks. In addition, Prestige will attend one kick off meeting with CH2M HILL and attend one meeting to review final deliverables.

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

1. Perform General Project Management and Administrative services.
2. Coordination with Prestige Title Agency, Inc.: The purpose of this task is to provide data tables, Exhibit "A" property Map sheets and additional blow up graphics as necessary to assist in location of parcels.
3. Provide Update Exhibit "A" Property Map which includes:
  - a. Update plan sheets with Data Tables provided by DOA and Prestige Title Agency, Inc.

- b. Prepare Expanded Easement Plan Sheets to include sound insulation, avigation, CASCO drainage and utility and FDOT Hillcrest easements
  - c. Incorporate Sound Insulation Easement Data tables provided by DOA
  - d. Show Cherry Road and 5<sup>th</sup> Street exchanged parcels
3. Perform QA/QC and Comment Implementation on the completed documents including Data Tables provided by DOA and Prestige Title Agency, Inc..

**Schedule:**

CH2M HILL will perform the services outlined in this scope of work within 16 weeks of receipt of written notice to proceed by the DOA.

**EXHIBIT "A-I-33"  
SCOPE OF WORK**

**AMENDMENT NO. 9**

**TASK I-08-PBI-C-033**

**(Update Noise Land Inventory Map and Disposal/Re-use Plan January 2008 Guidance)**

**Palm Beach International Airport**

**Background:**

The Palm Beach County Department of Airports (DOA) tasked CH2M HILL, under Task III-06-PBI-C-002-022, to prepare a Noise Land Inventory Map. The existing 2001 Palm Beach International Airport (PBIA) property map, prepared by Ricondo & Associates, otherwise known as Exhibit "A", was used as a base from which to prepare the Noise Land Inventory Map. In addition, this task included the initial preparation of a written procedure describing how the DOA intends to dispose/ reuse land purchased with Noise Grant Funds that are no longer needed for noise mitigation or airport development. The Noise Land Inventory Map and the Disposal/ Reuse Procedures Report are required based on the findings of the U.S. Department of Transportation, Office of Inspector Generals (OIG) report, "Audit of the Management of Land Acquired under Airport Noise Compatibility Programs."

The initial Noise Land Inventory Map was submitted to the Federal Aviation Administration (FAA) in April 2007. The Disposal Procedures/ Reuse Report was completed but not submitted as the FAA announced that it would release guidance by June 2007. A second task, Task III-07-PBI-C-002-038, was issued to CH2M HILL to update the Noise Land Inventory Map and the Disposal/ Reuse Procedures Report when the FAA issued its June 2007 guidance update.

The FAA issued new guidance for Noise Land Disposal/ Re-use Procedures on January 2008. This scope of work was prepared so that CH2M HILL and OR Colan and Associates could update the current versions of the Noise Land Inventory Map and the Disposal/ Reuse Procedures Report to address changes in the January 2008 guidance.

**Scope of Services:**

CH2M HILL, in conjunction with OR Colan and Associates, will update the DOA's Noise Land Inventory Map and Disposal/ Reuse Procedures Report per the new January 2008 FAA guidance.

The following tasks are anticipated:

1. Perform General Project Management and Administrative services. (CH2M HILL)
2. Update Noise Land Inventory Map and the Disposal/ Reuse Procedures Report to incorporate new FAA guidance:
  - Coordinate with FAA with regards interpretation of guidance to ensure consistency with FAA requirements (OR COLAN)

- Research additional required data per new guidance and compile in spreadsheets for inclusion in Noise Land Inventory Map and the Disposal/ Reuse Procedures Report. (OR COLAN)
  - Deliver updated electronic spread sheet files for inclusion in Noise Land Inventory Maps. (OR COLAN)
  - Deliver Disposal/ Reuse Procedures Report to CH2M HILL (OR COLAN)
  - Update Noise Land Inventory Maps with latest airport noise contours, spread sheet data from OR Colan and Associates and revise sheet notes as necessary. (CH2M HILL)
  - Internal Coordination meetings. (CH2M HILL and OR COLAN)
  - Continued Technical Coordination and Noise Land Inventory Map revisions. (CH2M HILL)
3. Update inventory of DOA recently purchased parcels. (OR COLAN and CH2M HILL )
  4. Update MALSR graphic for inclusion in Appendix of Disposal/ Reuse Procedures Report. (CH2M HILL)
  5. Address DOA Comments: The CH2M HILL team will address DOA comments on the Draft Final Noise Land Inventory Maps and Disposal Procedures Report. (CH2M HILL and OR COLAN)

The following meetings are anticipated:

1. Two meetings with the DOA are included to review and obtain all DOA comments on the Draft Disposal Procedures Report and updated Noise Land Inventory Maps, if any. The meetings will be held between the DOA, OR Colan and CH2M HILL. The first meeting will be a coordination meeting and the second will be to review the Draft Final Disposal Procedures Report and updated Noise Land Inventory Maps. This task includes preparation, attendance, and preparation of meeting minutes for each meeting.

Deliverables:

1. Draft Noise Land Inventory Map and the Disposal/ Reuse Procedures Report - The CH2M HILL team will prepare a Draft Disposal Procedures Report and Updated Noise Land Inventory Maps for review by the DOA (three copies).
2. Draft Final Disposal Procedures Report and updated Noise Land Inventory Maps - The CH2M HILL team will address and incorporate DOA comments obtained in the DOA Coordination meeting and submit the Draft Final Disposal Procedures Report and Updated Noise Land Inventory Maps to the DOA for review (three copies).
3. Final Disposal Procedures Report and updated Noise Land Inventory Maps - The CH2M HILL team will address and incorporate DOA comments obtained in the Draft Final Documents review meeting and submit the Final Disposal Procedures Report and Updated Noise Land Inventory Maps to the DOA for internal use and distribution to the FAA (six copies).

**Assumptions:**

1. The purpose of this scope of work and fee is to update the Noise Land Inventory Maps and Disposal Procedures Report with the new January 2008 FAA guidance. Updating the Exhibit "A" Property Map is not part of this scope of services.
2. In order to meet August 1, 2008 FAA submittal deadline, NTP will need to be on or before May 19, 2008.

**Schedule:**

CH2M HILL will perform the services outlined in this scope of work within 10 weeks of receipt of written notice to proceed by the DOA. Submittal of Final Noise Land Inventory Map and Disposal Procedures Report to the FAA will be on or before August 1, 2008.

**EXHIBIT "A-I-34"**  
**SCOPE OF WORK**

**AMENDMENT NO. 9**

**TASK I-08-PBI-C-034 (Westgate CRA/SCTF Coordination & Additional Modeling)**

**Palm Beach International Airport  
Stormwater Management Master Plan**

**DESCRIPTION**

The Department of Airports (DOA), as part of coordination efforts associated with the Stub Canal Task Force (SCTF), presented the Palm Beach International Airport's (PBI) Stormwater Management Master Plan (SMMP) to the Westgate CRA on March 10, 2008. The purpose of the meeting was to review the results of the PBI SMMP with Westgate CRA and Ken Todd, Chairman of the SCTF. The goals of the initial meeting were to: (1) demonstrate the PBI proposed improvements and alternative water management recommendations were consistent with the SCTF recommendations and would not adversely impact the Westgate CRA, and (2) determine the combined future discharge needs from the E-3 ½ Airport West Canal to the C-51 Canal, for both the PBI and Westgate CRA.

The scope of work presented herein describes the professional services to be provided associated with continued coordination efforts for the PBI SMMP with the Westgate CRA.

**SCOPE OF WORK**

CH2M HILL (CONSULTANT) and ADA ENGINEERING (SUBCONSULTANT) will perform the following Tasks 1 through 4:

- TASK 1 – GENERAL COORDINATION & PROJECT MANAGEMENT
- TASK 2 – ADDITIONAL MODELING ALTERNATIVES ANALYSIS
- TASK 3 – TWO (2) WESTGATE CRA TECHNICAL MEMORANDUMS
- TASK 4 – STUB CANAL TASK FORCE TECHNICAL MEMORANDUM NO. 4 REVIEW

**TASK 1 – GENERAL COORDINATION & PROJECT MANAGEMENT**

CONSULTANT and SUBCONSULTANT will provide general coordination with Westgate CRA's Consultants, Keshavarz & Associates and Serra Engineering.

CONSULTANT and SUBCONSULTANT will provide a copy of the PBI SMMP (Volume I and II) and Conceptual Environmental Resource Permit (ERP) Application, including the existing and future PBI ICPR models, to Westgate CRA for their review.

CONSULTANT will attend four coordination meetings with the Westgate CRA's consultants, Keshavarz & Associates and Serra Engineering and the Stub Canal Task Force (SCTF) Chairman. The purpose of each meeting is summarized below:

1. **Meeting No. 1** – Clarification of PBIA SMMP and Westgate CRA initial comments
2. **Meeting No. 2** – Review of Technical Memorandum No. 1 summarizing initial Modeling Alternative No. 1
3. **Meeting No. 3** – Review of Technical Memorandum No. 2 summarizing Additional Modeling Alternatives No. 2-4
4. **Meeting No. 4** – Review Westgate CRA future discharge for inclusion in the E-3 ½ Canal permitted discharge

#### **TASK 2 – ADDITIONAL MODELING ALTERNATIVES ANALYSIS**

CONSULTANT, with assistance from SUBCONSULTANT, will perform additional modeling alternatives analysis using the PBIA existing and future condition models prepared as part of the SMMP under Task I-06-PBI-C-016. Results of the additional modeling will be provided to Westgate CRA and reflected in the technical memorandum prepared as part of this task.

1. PBIA and Westgate CRA existing conditions (without Cherry Road culvert enhancement), "permitted" gated structure operations (1 gate open until upstream stage reaches 10.0 ft-NGVD) and time-variable stage (7 ft-NGVD to 10 ft-NGVD) for the C-51 boundary condition.
2. PBIA future conditions with Westgate CRA existing conditions (with Cherry Road enhancement), "permitted" gated structure operations (1 gate open until upstream stage reaches 10.0 ft-NGVD) and time-variable stage (7 ft-NGVD to 10 ft-NGVD) for the C-51 boundary condition.
3. PBIA future conditions with Westgate CRA existing conditions (without Cherry Road enhancement), "permitted" gated structure operations (1 gate open until upstream stage exceeds 10.0 ft-NGVD) and time-variable stage (7 ft-NGVD to 10 ft-NGVD) for the C-51 boundary condition.
4. A final alternative model analysis will be performed representing the previous three alternatives described above, but with the SCTF and PBIA "recommended" operations of the gated control structures (both gates open).

#### **TASK 3 – TECHNICAL MEMORANDUM**

CONSULTANT, with assistance from SUBCONSULTANT, will prepare two technical memorandums in response to comments received from Westgate CRA at the first and second meetings performed as part of this task.

#### **TASK 4 – REVIEW STUB CANAL TASK FORCE TECHNICAL MEMORANDUM NO. 4**

CONSULTANT will review the draft technical memorandum no. 4 prepared by the SCTF. A technical memorandum will be prepared summarizing CONSULTANTS review and provided to the DOA.

#### **DELIVERABLES**

1. Four (4) Coordination Meetings.
2. Four (4) Additional Modeling Alternatives in ICPR modeling format.
3. Two (2) Technical Memorandums (Westgate CRA Coordination) in PDF electronic format.
4. One (1) Technical Memorandum (SCTF TM#4 Review) in PDF electronic format.

#### **SCHEDULE**

The CONSULTANT will complete the services identified in this task within 2 months from issuance of Notice-to-Proceed.



**EXHIBIT "A-I-35"  
SCOPE OF WORK**

**AMENDMENT NO. 9**

**TASK I-08-DOA-C-035 (Phase I Environmental Site Assessments)**

**PROJECT DESCRIPTION**

The sites identified for these Environmental Site Assessment Services are located adjacent to the Palm Beach International Airport in Palm Beach County Florida in the area commonly referred to as 9L West. These sites consist of seven (7) properties in total which consist of two (2) commercial properties and five (5) small residential lot parcels of land with the approximate size and appearance of typical residential lots (less than 0.5 acres each), currently owned by private parties that may ultimately be purchased by or leased to the COUNTY. It is understood that the property owners are aware of the potential acquisition and are cooperating with the COUNTY. It is further understood that the COUNTY would like to conduct a Phase I Environmental Site Assessment (ESA) in general accordance with the AAI regulations in 40 CFR 312 Subparts A, B, and C and the requirements of the American Society for Testing and Materials (ASTM) Standard E-1527-05.

The environmental site assessment is designed to identify, to the extent feasible, recognized environmental conditions (RECs) including the presence or likely presence of any hazardous substances or petroleum products on the subject property under conditions that indicate ongoing disposal, or a release or threatened release of hazardous substances, wastes or products into structures, the groundwater, surface water, and/or soil of the subject site property.

The scope of the assessment includes a site visit, interviews with knowledgeable people, file reviews, and preparation of a Draft and Final Phase I ESA Report by SUBCONSULTANT with oversight by CH2M HILL. We anticipate the Phase I Environmental Assessments to be performed on the following properties. If this should change this scope of services will be adjusted accordingly.

Residential:

<u>Parcel #</u>	<u>Address</u>
W-138	190 Post Road
W-214, W-215	125 Sandra Lane
W-156	172 Pine Road
W-21	4695 Wallis road
S-2	205 Grace Drive South

Commercial Properties:

<u>Parcel #</u>	<u>Address</u>
W-290	150 North Military Trail
W-291	160 North Military Trail

## PHASE I ESA ACTIVITIES

- A. Obtain and review a report from an environmental data resource company (EDR, Inc. or approved equivalent) summarizing pertinent information from environmental database searches to determine if the property of interest and/or nearby properties are included on the standard database lists/reports.
- B. Obtain historical site information through EDR. A 50-year Chain-of Title Search can be conducted at COUNTY'S request, but is not currently included in this task order. In addition, Sanborn maps will be reviewed as available, and historical aerial photographs will be obtained and reviewed for the property.
- C. Contact the Florida Department of Environmental Protection and request access to review records for the property. Records to be reviewed will include, as available, permits, notice of violations/penalties, and major reports on investigations/remediation. Interviews with regulators responsible for overseeing the site will also be conducted, if possible. Agencies often require that a Freedom of Information Act Request be obtained prior to review of regulatory files. This can result in a delay in the project schedule. The CONSULTANT will inform the COUNTY of any potential delays.
- D. Conduct a one -day site visit and visual site inspection of the project area to identify potential sources of contamination on the property. Evidence of environmental contamination such as soil staining, water sheens, distressed vegetation, etc., will be recorded. In addition, we will perform a limited reconnaissance of properties adjacent to the subject property to visually assess if there is evidence of environmental contamination of the adjoining properties that has the potential to cause impairment to the subject site. Adjacent properties will not be entered unless required and permission is in place..
- E. Interviews with local government officials (fire department, health department, etc) and readily available on-site personnel that have direct knowledge of past and present environmental practices will be conducted.

## II. PHASE I ESA REPORT

- A. Prepare a Phase I ESA Report for the proposed property. The report will be prepared in accordance with ASTM Standard E 1527-05 *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process*. The proposed outline for the Phase I ESA Report is provided as Exhibit A. assumes:
  - The COUNTY will confirm the address and location of the site to be evaluated prior to commencement of work.
  - A survey for asbestos or lead-based paint is not included in this proposal.
  - The Phase I ESA Report will be prepared for the exclusive use of the COUNTY for specific application to the project area. There are no beneficiaries of the Phase I ESA other than the COUNTY, and no other person or entity is entitled to rely upon the Phase I ESA without the written consent of CH2M HILL.
  - The Phase I ESA Report will summarize the results of the Phase I ESA including a brief discussion of the site history and potential source areas, results of the existing environmental database search, site investigation methodology, a general site plan of the subject

property and adjacent properties, photographic documentation of the property and conclusions and recommendations for either no further action or additional environmental work based on the data collected.

- B. Meet with the COUNTY after Submittal of report to discuss COUNTY comments and potential impacts to surrounding areas. Assumes meeting will be at the Palm Beach Gardens office of CH2M HILL office. It is assumed all required travel is local (within 1 hour of Office) and no extended trips or air fare is required.
- C. Provide ongoing project management including subcontractor procurement, invoicing, reporting, and overall coordination. SUBCONSULTANT, the designated subcontractor, will be fully responsible for the preparation of the Phase 1 report.
- D. Based on COUNTY comments, finalize report and submit to COUNTY.

### III. DELIVERABLES

- A. Two (2) color copies of FINAL Phase I ESA Report to COUNTY.
- B. Electronic: two CDs will be provided: one CD of the Draft Report and a second CD of the Final Report

### IV. ADDITIONAL SERVICES

Additional Services (such as groundwater sampling, supplemental laboratory analysis, additional drafts of the Phase I ESA Report, or land surveying) can be provided as mutually agreed upon for each item added. Should additional services be needed, a cost proposal will be developed based on the Phase I recommendations. The proposal will be time and materials and the labor rates will be based on the Rate Sheet (Schedule A) included in the Master Services Agreement can be used for hourly services.

### V. EXCLUSIONS

The following includes but does not limit our exclusions for this project.

1. Travel beyond that which is identified in the Scope
2. Asbestos/ lead-based paint surveys
3. Review or examination of materials containing asbestos
4. Review or examination for the presence of radon
5. Review or examination for the presence of lead-based paint
6. Review or examination for lead in drinking water
7. Groundwater sampling or analysis
8. Analysis for pesticides in soil or groundwater
9. Drilling or land surveying services
10. Identification or delineation of jurisdictional wetlands
11. Issues associated with worker health and safety for others who may access the site
12. Issues pertaining to compliance with environmental regulations
13. Liabilities associated with the offsite management of solid or hazardous wastes.

### VI. TIME OF COMPLETION

Individual parcel notice to proceed (NTP) will be given to SUBCONSULTANT in writing by CH2M HILL.

Each of the Items identified above will be completed in the following time limits subject to exceptions for delays, which are beyond the control of CH2M HILL and SUBCONSULTANT.

- A. The new database search report will be acquired for each parcel. Aerial photographs (see Items I-A and I-B) will be ordered within one (1) week from the date of notice to proceed and signed agreement.
- B. A site visit and regulatory file review (see Items I-C and I-D) will be scheduled and conducted within three (3) weeks from the date of notice to proceed and signed agreement.
  - a. A Draft Phase I ESA Report will be delivered to the COUNTY within forty days (40) calendar days for residential parcels and fifty (50) calendar days for commercial parcels.
- C. Within one (1) week of submittal of the Draft Report the "DRAFT" reporting meeting will be scheduled. CH2M HILL will present the report and receive COUNTY comments. In addition, after this meeting the COUNTY will have one more week for additional comments.
- D. Upon receipt of the Draft Report review comments from COUNTY, a Final Phase I ESA Report will be submitted within two (2) weeks.
- E. Delivery of Draft and Final ESA reports may be impacted by site access coordination issues outside of CH2M Hill's and SUBCONSULTANT's control.

VII. OTHER:

Due to the nature of environmental site assessments, the following assumptions apply to this proposed scope of work and the estimated costs. In the event that the scope of work changes, the proposed work, cost, and schedule will need to be revised.

For the sole purpose of this project, the Assumptions and Limitations detailed below shall take precedence, where specified (\*) over the terms and conditions in the contract between CH2M HILL and COUNTY. In the event of a conflict, the specified Assumptions and Limitations listed in this proposal govern. Acceptance of this proposal shall serve as authorization that the Assumptions and Limitations are hereby incorporated by reference to the referenced Contract.

The following provides the CH2M HILL limitation on the scope of services to be provided:

1. Limitation of Liability \* -
  - a. CH2M HILL services shall be governed by the negligence standard for professional services, measured as of the time those services are performed.
  - b. To the maximum extent permitted by law, CH2M HILL liability for damages for any cause or combination of causes, which arise from CH2M HILL's services provided under this letter proposal, even if caused by breach of contract or warranty, tort including negligence, strict liability, statutory liability or any other cause of action will, in the aggregate, not exceed the price of this work as proposed for this project. This indemnity shall not apply to claims or damages caused by CH2M HILL intentional misconduct or sole negligence, and takes precedence over any conflicting articles of this contract.
  - c. As used herein, CH2M HILL includes any affiliated corporations, subcontractors, and any of its officers or employees.
  - d. COUNTY waives all claims against CH2M HILL, including those for latent defects that are not brought within two years of substantial completion of the work or final payment to CH2M HILL, whichever is later.

2. Third Party Beneficiary\* -
  - a. This proposed scope of services gives no rights or benefits to anyone other than COUNTY and CH2M HILL and has no third party beneficiaries. CH2M HILL's services are defined solely by this proposed scope of services, and not by any other contract or agreement that may be associated with the Project.
  - b. All work products will be prepared for the exclusive use of COUNTY for specific application to the property described in the proposed scope of services. No warranty, expressed or implied, is made. There are no beneficiaries of the work products other than COUNTY, and no other person or entity is entitled to rely upon the work products without the written consent of CH2M HILL. Any unauthorized assignment of related work product shall be void and unenforceable.
3. It is beyond CH2M HILL's scope of work to review or examine: (1) materials containing asbestos; (2) the presence of radon; (3) the presence of lead-based paint; (4) lead in drinking water; (5) identification or delineation of jurisdictional wetlands; (6) issues associated with worker health and safety; (7) issues pertaining to compliance with environmental regulations; regulations (8) liabilities associated with the offsite management of solid or hazardous wastes.
4. Unless specifically identified in the Scope of Work, cost estimates for clean up and identification of parties potentially responsible for the clean up of hazardous substance releases are not included.
5. CH2M HILL makes no representation regarding whether this investigation constitutes "all appropriate inquiry into the previous ownership and uses of the property consistent with good commercial or customary practice" as defined under Section 101(35)(B) of CERCLA.
6. The CH2M HILL staff and/or subconsultant staff who perform the site assessments are not attorneys; therefore, the final report is not a legal representation or interpretation of environmental laws, rules, regulations, or policies of local, state or federal government agencies. Because of the potentially great economic risk associated with the ownership of contaminated property, CH2M HILL recommends that CLIENT retain legal counsel to evaluate any issues of liability.
7. Any opinions or recommendations presented apply to site conditions existing when services were performed. CH2M HILL cannot report on, or accurately predict events that may change the site conditions after the described services are performed, whether occurring naturally or caused by external forces. The report will be based, in part, upon preliminary information supplied from several sources during the project; therefore, CH2M HILL cannot guarantee its completeness. CH2M HILL is not responsible for any claims, damages, or liabilities associated with the interpretation of reported findings or reuse of such analyses, associates site data, or recommendations without the express written authorization of CH2M HILL.
8. CH2M HILL assumes no responsibility for conditions we are not authorized to investigate, or which are not in our specific Scope of Work.
9. CH2M HILL's services shall not include directly or indirectly storing, arranging for or actually transporting, disposing, treating or monitoring hazardous substances, hazardous materials, hazardous waste or hazardous oils.

10. Consultant's services shall not include an independent verification of the quality of work conducted and information provided by independent laboratories or other independent contractors retained by CONSULTANT in connection with CONSULTANT's services provided to COUNTY

The Phase I ESA Report shall generally consist of the following Standard Format:

- 1 Introduction
  - 1.1 Background
  - 1.2 Scope
  - 1.3 Purpose
  - 1.4 Special Terms and Conditions
  - 1.5 Limitations and Exceptions of Assessment
  - 1.6 Limiting Conditions and Methodology Used
- 2 Phase I Environmental Site Assessment
  - 2.1 Site Description and History
    - 2.1.1 Site Location and Description
    - 2.1.2 Site Geology and Physical Characteristics
    - 2.1.3 Structures, Roads, and/or Other Improvements within the Site
    - 2.1.4 Current Property Use
    - 2.1.5 Past Property Use
    - 2.1.6 Current and Past Use of Adjoining Properties
  - 2.2 Regional Hydrogeology
  - 2.3 Site Reconnaissance and Interviews
    - 2.3.1 Environmental Condition of Areas
    - 2.3.2 Adjacent Areas
    - 2.3.3 Interviews with Knowledgeable Persons
  - 2.4 Records Review
    - 2.4.1 Standard Environmental Record Resources
    - 2.4.2 Physical Source Settings
    - 2.4.3 Historic Use Records
    - 2.4.4 Regulatory File Review
- 3 Conclusions and Recommendations
  - 3.1 Summary of Findings and Conclusions
  - 3.2 Recommendations
- 4 References
- 5 Signature page

#### Appendix

- A. Historical Aerial Photographs
- B. Historical Topographic Maps
- C. Site Inspection Photographs
- D. Database Search Results

**EXHIBIT "B"**  
**AMENDMENT NO. 9**  
**DETAILED FEES, EXPENSES AND PAYMENT**

**EXHIBIT "B"**  
**SUMMARY OF FEES**  
**AMENDMENT NO. 9**

<b>TASK</b>		<b>BUDGET</b>
Task I-05-PBI-C-005	Palm Beach International Airport - Cabin Air System Improvement Supplement No.1	\$ 23,320.00
Task I-07-PBI-C-028	Palm Beach International Airport - Update Exhibit A Property Map Supplement No.1	\$ 54,830.00
Task I-08-PBI-C-033	PBIA Update Noise Land Inventory Map and Disposal/Re-use Plan - January 2008 Guidance	\$ 35,000.00
Task I-08-PBI-C-034	PBIA SMMP - Westgate CRA/SCTF Coordination & Additional Modeling	\$ 23,080.00
Task I-08-DOA-C-035	Phase I Environmental Site Assessments	\$ 39,963.00
<b>TOTAL - TASK I SERVICES</b>		<b>\$ 176,193.00</b>
<b>TASK III -001 Staff Extension</b>		<b>\$ 100,000.00</b>
<b>TASK III -002 Misc. Planning and Engineering Services</b>		<b>\$ 209,967.00</b>
<b>TASK III -003 Misc. Construction Administration Services</b>		<b>\$ 154,000.00</b>
<b>TOTAL - TASK III SERVICES</b>		<b>\$ 463,967.00</b>
<b>TOTAL CONTRACT AMOUNT</b>		<b>\$ 640,160.00</b>



**EXHIBIT "B"**  
**DETAILED FEES, EXPENSES, AND PAYMENTS**

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

**1. TASK I SPECIFIC PROJECTS FOR 2008:**

For labor and expenses expended by CONSULTANT for Specific 2008 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-05-PBI-C-005 Palm Beach International Airport Cabin Air System Improvement Supplement No. 1	\$23,320	-	-		\$23,320
I-07-PBI-C-028 Palm Beach International Airport Update Exhibit "A" Property Map Supplement No. 1	\$17,070	\$37,760	-		\$54,830
I-08-PBI-C-033 Palm Beach International Airport – Noise Land Inventory Map and Disposal / Re-Use Plan – January 2008 Guidance	\$35,000	-	-	-	\$35,000
I-08-PBI-C-034 Palm Beach International Airport SMMP– Westgate CRA/SCTF Coordination and Additional Modeling	\$23,080		-	-	\$23,080
I-08-DOA-C-035 Phase I Environmental Site Assessments	\$39,963	-	-	-	\$39,963
<b>TOTALS</b>	<b>\$138,433</b>	<b>\$37,760</b>	<b>-</b>	<b>-</b>	<b>\$176,193</b>
				<b>T&amp;M SUBTOTAL</b>	<b>\$37,760</b>
				<b>LUMP SUM SUBTOTAL</b>	<b>\$138,433</b>
				<b>TOTAL COST</b>	<b>\$176,193</b>

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-28"**, including labor costs, is \$37,760. The Total Lump Sum payment for Task I projects as described in **Exhibit "A-I-05", "A-I-28", "A-I-33" "A-I-34", "A-I-35"** including labor costs is \$138,433. The Total for Labor and Expenses for Task I services shall be \$176,193.

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 2008:

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

<b>Task</b>	<b>Annual Lump Sum Labor Amount</b>	<b>Annual T&amp;M Amount</b>	<b>Annual Lump Sum Expense</b>	<b>Annual Reimbursable Expense</b>	<b>Annual Total Cost</b>
III-08-DOA-C-001 Staff Extension				\$100,000	
III-08-DOA-C-002 Misc. Planning and Engineering Services				\$155,000	
III-08-DOA-C-003 Misc. Construction Administrative Services				\$154,000	
<b>TOTALS</b>					<b>\$409,000</b>

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 "B"**  
**TABLE I**  
**SCHEDULE OF HOURLY LABOR BILLING RATES**

The following hourly billing rates are for use during 2008 and apply to the Palm Beach County Department of Airports General Engineering Services Contract.

The CONSULTANT'S key personnel include:

**CONSULTANT: PRESTIGE TITLE AGENCY INC.**

DESCRIPTION	BILLING RATES
Ownership Certification	\$100.00/each
Ownership and Encumbrance Report	\$100.00/each
Ownership and Encumbrance Report with Easements	\$350.00/each
Owner's Policy of Title Insurance	\$5.75/per thousand
Consulting Fee	\$90.00/hr
<b><u>Based Upon Purchase Price/Insured Amount</u></b>	
a. Closing Fee	\$300.00
b. Search Fee	\$150.00

**CONSULTANT: C&N ENVIRONMENTAL CONSULTANTS, INC.**

DESCRIPTION	BILLING RATES
Principal Biologist	\$200.00
Project Manager	\$110.00
Senior Biologist	\$90.00
Administrative Assistant	\$42.00
Environmental Specialist	\$85.00
Biologist I	\$75.00
Environmental Technician	\$65.00
AutoCAD Design Technician	\$65.00

**EXHIBIT "D"**  
**AMENDMENT NO. 9**  
**DBE**

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

PROJECT NAME: Airport General Consulting Services PROJECT NO. : 326417  
 NAME OF FIRM: CH2M HILL, Inc.  
 CONTACT FIRM: Eric Bain, P.E. PHONE NO: 561-904-7400  
 SUBMITTAL DATE : 25-Jun-08

**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. A.D.A. Engineering 1800 Old Okeechobee Rd., Suite 102 West Palm Beach, Fl 33409 (561) 615-8880	Stormwater and Environmental		3.69%		
2. C & N Environmental Consultants, Inc. 612 N. Orange Ave., A-B Jupiter, Florida 33458 (561) 744-7420	Environmental			15.03%	
3. Prestige Title Agency, Inc. 7360 Colorado Avenue Stuart, FL 34994 (772) 283-5590	Title Searches			21.43%	
	<b>TOTAL</b>	0.00%	3.69%	36.47%	0.00%
<b>Total % Participation</b>		<u>40.15%</u>			



### BizNet Profile: A D A ENGINEERING INC

<b>Name:</b> A D A ENGINEERING INC
<b>Business Description:</b> ENGINEERING FIRMS
<b>Street:</b> 8550 NW 33RD ST STE 101
<b>City:</b> DORAL <b>State:</b> FL <b>Zip:</b> 33122
<b>County:</b> DADE <b>District:</b> DISTRICT SIX
<b>Phone:</b> (305) 551-4608 <b>Fax:</b> (305) 551-8977
<b>E-mail:</b> <a href="mailto:aargudinjr@adaengineering.com">aargudinjr@adaengineering.com</a>
<b>Work Location:</b>
<b>County:</b> CNTY/ST-WIDE
<b>District:</b> DIST/ST WIDE
<b>Contact:</b> IVETTE O ARGUDIN
<b>UCP Cert. DBE</b> <b>State Cert.:</b> MBE <b>UCP Certifying Member:</b> FDOT
<b>First SC:</b> 950 <b>First NAICS:</b> 54162
<b>2nd SC:</b> 963 <b>3rd SC:</b> 947 <b>4th SC:</b> 5th SC: 6th SC: 7th SC: 8th SC: 9th SC: 10th SC:
<b>2nd NAICS:</b> 54169 <b>3rd NAICS:</b> 54134 <b>4th NAICS:</b> 5th NAICS: 6th NAICS: 7th NAICS: 8th NAICS: 9th NAICS: 10th NAICS:

**NOTE:**

OBE stands for Other Business Enterprise indicating that the firm is not certified.





PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
Addie L. Greene, Chairperson  
Jeff Koons, Vice Chair  
Karen T. Marcus  
Robert J. Kanjian  
Mary McCarty  
Burt Aaronson  
Jess R. Santamaria



COUNTY ADMINISTRATOR  
Robert Weisman

DEPARTMENT OF AIRPORTS

July 18, 2008

C & N Environmental Consulting, Inc.  
612 North Ocean Avenue, Ste. A 10  
Jupiter, Florida 33458  
Attn: Cheryl Carpenter

**Your Anniversary Date: 07/17/2009**

Dear Ms. Carpenter

Palm Beach County Department of Airports is pleased to announce that your firm has been certified as a Disadvantaged Business Enterprise (DBE) in Florida, under a Unified Certification Program (UCP) in accordance with 49 CFR, Part 26 or Part 23. Your firm is certified in the following areas:

**Environmental Consulting, Ecological Services, E/T Species, Natural Resources Permitting, Wetland Delineation, Mitigation, Exotic Vegetation Removal.**

Your firm shall be subject to the provisions of all applicable local, state, and federal laws related to the transaction of business

DBE certification is continuing from the Anniversary Date listed above, contingent upon your firm renewing its eligibility annually through this, your responsible certifying office. You will be notified in advance of your obligation to submit documentation in a timely fashion that is necessary to maintain eligibility.


Your firm is listed in Florida's 'UCP DBE Directory', which can be accessed via the internet at <http://www.bipincwebapps.com/biznetflorida/>. As long as your firm is listed in the 'Directory', you are considered DBE Certified by all Florida UCP members.

PALM BEACH COUNTY DEPARTMENT OF AIRPORTS  
846 Palm Beach International Airport  
West Palm Beach, FL 33406-1470  
(561) 471-7412 FAX: (561) 471-7427  
[www.pbia.org](http://www.pbia.org)

PALM BEACH COUNTY GLADES AIRPORT  
Pahokee

PALM BEACH COUNTY PARK AIRPORT  
Lantana

NORTH COUNTY GENERAL AVIATION AIRPORT  
Palm Beach Gardens

 printed on recycled paper

*"An Equal Opportunity Affirmative Action Employer"*


DBE Certification is NOT a guarantee of work, but enables the firm to compete for, and perform, contract work on all USDOT Federal AID (FAA, FTA and FHWA) projects in Florida as a DBE contractor, sub-contractor, sub-consultant, material supplier or Airport Concession DBE (ACDBE). DBE Certification is subject to actions by governmental agencies impacting the disadvantaged status of any firm

If at any time, there is a material change in the firm, including but not limited to ownership; officers; directors; scope of work being performed; daily operations; affiliations with other business or individuals; physical location of the firm; you must notify this office in writing without delay. Notification should include supporting documentation for the changes. You will receive timely instructions from this office as to how you should proceed, if necessary.

Questions or concerns should be directed to this office by mail or telephone. Our telephone number is: (561) 471-7447      Our FAX number is: (561) 471- 7427

Sincerely,

*For: Notye Brewington*

Notye Brewington, MCA   
S/DBE Manager

LETTER OF INTENT TO PERFORM AS DBE CONSULTANT

TO: CH2M HILL, INC. (NAME OF PRIME CONSULTANT)

ONE HARVARD CIRCLE, WEST PALM BEACH, FLORIDA 33409 (ADDRESS)

CONTACT PERSON AND TITLE: TERRY A. RUHL, P.E., PROGRAM MANAGER

FROM: Prestige Title Agency, Inc. (NAME OF SUBCONSULTANT)

7366 Colorado Avenue, Stuart, Fl 34994 (ADDRESS)

CONTACT PERSON AND TITLE: Karen Rae Hyche - President

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

- An individual (checked X) A corporation
A partnership A joint venture

The undersigned is certified by Palm Beach County Department of Airports as a WBE. Certification date:

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

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

Title Searches

Which is 21.43% of the total estimated dollar value of work to be performed on the named project.

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

PBC DEPARTEMNT OF AIRPORTS: GENERAL CONSULTING SERVICES

Prestige Title Agency, Inc. (772) 283-5590 (NAME OF DBE CONSULTANT FIRM) (TELEPHONE #)

BY: Karen Rae Hyche 6-30-08 (SIGNATURE OF PREREPRESENTATIVE) (DATE)

Karen Rae Hyche - President (NAME & TITLE OF SIGNATURE REPRESENTATIVE)

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
Addie L. Greene, Chairperson  
Jeff Koons, Vice Chair  
Karen T. Marcus  
Warren H. Newell  
Mary McCarty  
Burt Aaronson  
Jess R. Santamaria



COUNTY ADMINISTRATOR  
Robert Welsman  
DEPARTMENT OF AIRPORTS

May 29, 2008

Prestige Title Agency, Inc.  
736 Colorado Avenue  
Stuart, FL 34994  
Attn: Karen Rae Hyche

**Your Anniversary Date: 05/29/2009**

Dear Ms. Hyche

Palm Beach County Department of Airports is pleased to announce that your firm has been certified as a Disadvantaged Business Enterprise (DBE) in Florida, under a Unified Certification Program (UCP) in accordance with 49 CFR, Part 26 or Part 23. Your firm is certified in the following areas:

**Title Examination, Area Searches, Title Insurance Policies,  
Any Land Transaction.**

Your firm shall be subject to the provisions of all applicable local, state, and federal laws related to the transaction of business

DBE certification is continuing from the Anniversary Date listed above, contingent upon your firm renewing its eligibility annually through this, your responsible certifying office. You will be notified in advance of your obligation to submit documentation in a timely fashion that is necessary to maintain eligibility.

Your firm is listed in Florida's 'UCP DBE Directory', which can be accessed via the internet at <http://www.bipincwebapps.com/biznetflorida/>. As long as your firm is listed in the 'Directory', you are considered DBE Certified by all Florida UCP members.

PALM BEACH COUNTY DEPARTMENT OF AIRPORTS  
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PALM BEACH COUNTY GLADES AIRPORT  
Pahokee

PALM BEACH COUNTY PARK AIRPORT  
Lantana

NORTH COUNTY GENERAL AVIATION AIRPORT  
Palm Beach Gardens



*"An Equal Opportunity Affirmative Action Employer"*

No. 4679 P. 4

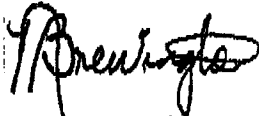
Jun. 9. 2008 10:31AM Prestige Title

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Questions or concerns should be directed to this office by mail or telephone. Our telephone number is: (561) 471-7447 Our FAX number is: (561) 471- 7427

Sincerely,



Noye Brewington, MCA  
S/DBE Manager

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA  
BUDGET TRANSFER

ADV DOC  
Bgex121072408/3161

08

FUND 4111 - AIRPORTS IMPROVEMENT DEVELOPEMENT 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 25-Jul	REMAINING BALANCE
<u>EXPENDITURE</u>	<u>AIRPORT EXPENDITURES</u>							
121-A107-6505	P-Design & Eng Services	2,000,000	5,984,725	640,160		6,624,885	5,197,039	1,427,846
121-A900-9909	RESERVES	7,213,611	8,529,170	0	640,160	7,889,010		7,889,010
	<b>TOTAL EXPENDITURES</b>	<u>51,352,473</u>	<u>84,521,948</u>	<u>640,160</u>	<u>640,160</u>	<u>84,521,948</u>		

	<u>Signatures</u>	<u>Dates</u>
Department of Airports / Finance.....	<i>(Handwritten Signature)</i>	7/25/08
Initiating Department / Division	_____	_____
Administration / Budget Department Approval..	_____	_____
Finance Department - Posted.....	_____	_____

By Board of County Commissioners  
At Meeting of \_\_\_\_\_

Deputy Clerk to the  
Board of County Commissioners