Agenda Item: 3F6

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

Meeting Date: January 13, 2009  Department:	[x] [ ]	Consent Workshop	[]Regular []Public Hearing
Submitted By: Department of Airports			
Submitted For:			
#	ت د د د ت	<b></b>	

#### I. EXECUTIVE BRIEF

**Motion and Title: Staff recommends motion to approve:** Amendment No. 10 to the General Consulting Agreement with CH2M Hill, Inc. for Consulting/Professional Services in the amount of \$683,900 for the continued performance of professional planning and design services related to the approved Palm Beach County Airports Capital Improvement Program.

Summary: The Consulting Agreement (R-2005-0319) with CH2M Hill, Inc. for general airport planning and design was approved on February 15, 2005 in 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 1-9 were approved for a net increase in the amount of \$11,063,745. Approval of Amendment No. 10 in the amount of \$683,900 will provide funds to complete the following tasks and services: Task I Services - Palm Beach International Airport (PBIA) Environmental Impact Statement (EIS) Planning Support, PBIA Miscellaneous Airfield Pavement Repairs and Rehabilitation, PBIA Airport Surveillance Radar (ASR) Facilities Demolition, PBIA Taxiway F Extension Construction Administration Services, and PBIA Miscellaneous Taxiway and Apron Pavement Repairs and Rehabilitation; Services - Staff Extension and Miscellaneous Planning and Engineering Services. Staff Extension services will have a retroactive Notice-to-Proceed date of October 10, 2008. Certain tasks performed during the term of this Amendment will be eligible for State and/or Federal grant participation. The Disadvantaged Business Enterprise (DBE) participation for this Amendment is 34.82%. The total DBE contract goal including all amendments is 28.08%. 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. 10 with CH2M Hill, Inc. – 3 Originals

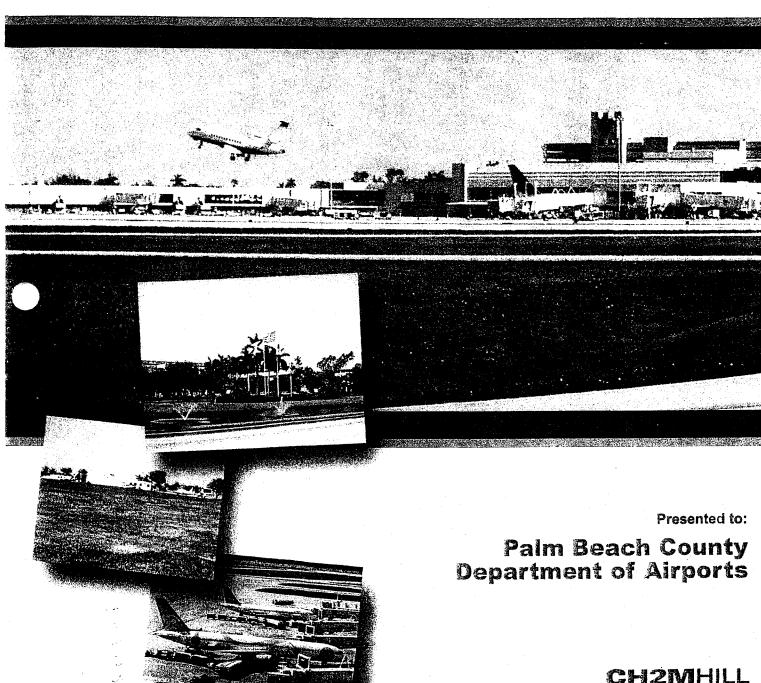
Recommended By	Thur Pelly	12/17/08
	Department Director	
Approved By:	Howard	1/8/09
	County Administrator	/ Date

#### **II. FISCAL IMPACT ANALYSIS**

A. Five Year Summary of Fisc	cal Impact:				
Fiscal Years	20 <u>09</u>	20 <u>10</u>	20 <u>11</u>	20 <u>12</u>	20 <u>13</u>
Capital Expenditures Operating Costs	\$ 683,900	·			
External Revenues (Grants) Program Income (County) In-Kind Match (County)	(264,450)				
NET FISCAL IMPACT	<u>\$ 419,450</u>				
# ADDITIONAL FTE POSITIONS (Cumulative)					· ·
Grant with Florida Department of T Grant with Florida Department of T B. Recommended Sources of	4111 Departs Reporting Farmsportation Fur fransportation Fur f Funds/Summ	tegory <sub>Dept 12</sub> d 4111 Dept 12 ary of Fisca	<del>21 Unit A272 R</del> SI 21 Unit A265 RSI		<b>:</b>
Funds are available in the A107-6505 (\$155,000), A26 Certain tasks are grant eli	5-6504 (\$280,0		2-6504 (\$248	,850).	
C. Departmental Fiscal Revie	w: Chil	.d Smi	<u></u>		
	III. REVIEW	COMMENTS			
A. OFMB Fiscal and/or Control Original agreement amount of \$2,443	,804 plus Amendmen	nts 1-9 in the	rol Comment amount of \$11,	<b>ts:</b> 063,745 plus Amer	ndmendment 10 in
the amount of 683,900 for a total as	The last amount of	£ \$14,191,449.	act Dev. and	acolot /	7/09
B \ \Legal Sufficiency:		11,1101		dment complies wit	h
Assistant County Aptorney	7/09		our review	requirements.	
C. Other Department Review	:				
			•		
Department Director	<del></del>				
REVISED 9/03 ADM FORM 01 (THIS SUMMARY IS NOT TO E	BE USED AS A	BASIS FOR	PAYMENT)		

## eneral Consulting Dervices

for Architectural/Engineering/Construction Management and Land Development



CH2MHILL December 2008

#### **AMENDMENT NO. 10 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. 10 to the Contract is made as of the \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 2009, 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, on September 9, 2008, the County approved Amendment No. 9 (R2008 1449) 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.

- 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 \$683,900 (Six
  Hundred Eighty Three Thousand Nine Hundred Dollars) for services included in this
  Amendment No. 10 to the original Contract.
- 2. Reference Amendment No. 10 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. 10. All documents as included in the Amendment No. 10 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.

#### 4. TASK III - MISCELLANEOUS AND ADMINISTRATIVE SERVICES

The following task will have a retroactive NTP date of October 10, 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 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, 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: By Deputy Clerk	y: John F. Koons, Chairman
WITNESS:	CONSULTANT:
Paulaw Chase signature	CHZM HILL COMPANY NAME
PAUAW CHASE  Name (type or print)	Terry A. Rull Signature
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	Name (type or print)  Sr. Vice President  Title
BY:	
County Attorney	(Corporate Seal)
APPROVED AS TO TERMS AND CONDITIONS  By Jun Jely	

#### **AMENDMENT NO. 10**

#### **INDEX**

CERTIFICATE OF IN	ISU	JRAN	ICE.
-------------------	-----	------	------

ATTA	CHMFN	r " A " /	MEND	MENT NO.	10
$\Delta$			*   V	VII. NI NI 1	

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

EXHIBIT A-I-19	TASK I-06-PBI-C-019
	(Palm Beach International Airport -Environmental Impact Statement (EIS) Planning Support Supplement No. 3)1-1
EXHIBIT A-I-29	TASK I-07-PBI-C-029
	(Palm Beach International Airport - Miscellaneous Airfield Pavement Repairs and Rehabilitation Supplement No. 1)1-5
EXHIBIT A-I-32	TASK I-08-PBI-C-032
	(Palm Beach International Airport - Taxiway F Extension Supplement No. 1)
EXHIBIT A-I-36	TASK I-08-PBI-C-036
	(Palm Beach International Airport - Taxiway F Extension Construction Administration Services)1-7
EXHIBIT A-I-37	TASK I-08-PBI-C-037
×	(Palm Beach International Airport - Miscellaneous Taxiway and Apron Pavement Repairs and Rehabilitation)
EXHIBIT "B" DE	TAILED FEES, EXPENSES AND PAYMENTS
Summary o	of Task I, II and III1-1
Task I	Specific Projects1-1
Task II	Specific Projects1-1
Task III	Miscellaneous Planning and Engineering Services 1-1
Table I	Schedule of Hourly Labor Billing Rates1-1
	PROPOSED SCHEDULES - SEE ATTACHED EXHIBIT A SCOPE OF WORK OR SPECIFIC PROJECT SCHEDULES

#### EXHIBIT "D" - DBE

SCHEDULE 1 – Participation by DBE

SCHEDULE 2 - Letters of Intent

## **CERTIFICATE OF INSURANCE**

#### **MARSH**

#### CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER SEA-000820806-14

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
5114 -01234-ALL4-08/09 WPB PARTE	COMPANY  A ZURICH AMERICAN INSURANCE COMPANY
NSURED  CH2M HILL, INC. 3001 PGA BOULEVARD	COMPANY  B NATIONAL UNION FIRE INS CO OF PA
SUITE 300 PALM BEACH GARDENS, FL 33410	C AMERICAN ZURICH INSURANCE CO.
	COMPANY

COVERAGES

VERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIN	IITS	
	GENERAL LIABILITY				GENERAL AGGREGATE	\$	5,000,000
Α	X COMMERCIAL GENERAL LIABILITY	GLO3784726-04	05/01/08	05/01/09	PRODUCTS - COMP/OP AGG	\$	5,000,000
	CLAIMS MADE X OCCUR				PERSONAL & ADV INJURY	\$	1,500,000
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE	\$	1,500,000
	X \$500,000 SIR				FIRE DAMAGE (Any one fire)	\$	1,500,000
				·	MED EXP (Any one person)	\$	
,	AUTOMOBILE LIABILITY  X ANY AUTO	BAP8378516-13	05/01/08	05/01/09	COMBINED SINGLE LIMIT	\$	2,000,000
	ALL OWNED AUTOS SCHEDULED AUTOS				BODILY INJURY (Per person)	\$	
	HIRED AUTOS NON-OWNED AUTOS				BODILY INJURY (Per accident)	\$	
					PROPERTY DAMAGE	\$	
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$	
	ANY AUTO				OTHER THAN AUTO ONLY:		
			*		EACH ACCIDENT	\$	
					AGGREGATE	\$	
	EXCESS LIABILITY				EACH OCCURRENCE	\$	4,000,000
3	X UMBRELLA FORM	BE7275044	05/01/08	05/01/09	AGGREGATE	\$	4,000,000
	OTHER THAN UMBRELLA FORM					\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				X WC STATU- OTH-		
;		WC8378566-14 (AOS)	05/01/08	05/01/09	EL EACH ACCIDENT	\$	1,000,000
;		WC8378565-13 (WI & MA)	05/01/08	05/01/09	EL DISEASE-POLICY LIMIT	\$	1,000,000
\	OFFICERS ARE: EXCL	WC3784761-03 (ID)	05/01/08	05/01/09	EL DISEASE-EACH EMPLOYEE	\$	1,000,000
	OTHER						

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

RE: PROJECT - GENERAL CONSULTING/PROFESSIONAL SERVICES; PM: PHIL PARTENHEIMER
PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, ITS OFFICERS,
EMPLOYEES AND AGENTS ARE NAMED AS ADDITIONAL INSURED AS THEIR INTEREST MAY APPEAR AS PER THE BLANKET ENDORSEMENT TO
THE GENERAL LIABILITY POLICY. COVERAGE PROVIDED BY THE ABOVE GENERAL LIABILITY AND AUTO POLICIES SHALL BE PRIMARY AND IS

#### 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

#### CANCELLATION

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF,
THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL
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

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

Sharen a. Hammer

MM1(3/02)

VALID AS OF:05/23/08

PRODUCER	SEA-000820806-14 05/23/0	- Allender State Control				
MARSH USA INC. 1225 17TH STREET, SUITE 2100 DENVER, CO 80202-5534	COMPANY E					
15114 -01234-ALL4-08/09 WPB PARTE	COMPANY F					
NSURED  CH2M HILL, INC. 3001 PGA BOULEVARD SUITE 300	COMPANY G					
PALM BEACH GARDENS, FL 33410	COMPANY H					
EXT		100				
CONTINUED FROM DESCRIPTION SECTION:  LIMITED TO THE LIABILITY RESULTING FROM THE NAMED INSURED	D'S OWNERSHIP AND/OR OPERATIONS. GENERAL LIABILITY, AUTO					
LIABILITY AND WORKERS' COMPENSATION POLICIES INCLUDE A WA	AIVER OF SUBROGATION.					
PALM BEACH COUNTY DEPARTMENT OF AIRPORTS ATTN: JERRY ALLEN, DIRECTOR OF						
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						

Sharen a. Hammer

#### **MARSH**

#### **CERTIFICATE OF INSURANCE**

CERTIFICATE NUMBER

VALID AS OF:05/23/08

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.

	22.11.21.4, 00 00202 000·1		70100000	11127 0210100 220011				
			COMPANIES AFFORDING COVERAGE					
511	4 -00006-PL5MM-08/09 WPE	B PARTE 32641	COMPANY 7 A Z					
NSU	RED		COMPANY					
	CH2M HILL, INC. 3001 PGA BOULEVARD		B					
	SUITE 300 PALM BEACH GARDENS, F	1 33410	COMPANY C					
	, rem berton oanbeito, r	2 30410	COMPANY					
			D					
CO	ERAGES This	certificate supersedes and replaces	any previously iss	sued certificate for	the policy period noted be	low. 2		
	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)	LIN	IITS		
	GENERAL LIABILITY		<del></del>		GENERAL AGGREGATE	\$		
	COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG	\$		
	SI AIMS MARS COOKE					\$		
	CLAIMS MADE OCCUR				PERSONAL & ADV INJURY	\$		
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE	\$		
					FIRE DAMAGE (Any one fire)			
	AUTOMOBILE LIABILITY				MED EXP (Any one person)	\$		
	ANY AUTO	-			COMBINED SINGLE LIMIT	\$		
	ALL OWNED AUTOS			:	BODILY INJURY (Per person)	\$		
	SCHEDULED AUTOS				(i or porcon)			
	HIRED AUTOS NON-OWNED AUTOS				BODILY INJURY (Per accident)	\$		
					PROPERTY DAMAGE	\$		
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$		
	ANY AUTO				OTHER THAN AUTO ONLY:			
	, , , , , , , , , , , , , , , , , , ,				EACH ACCIDENT	\$		
					AGGREGATE	\$		
	EXCESS LIABILITY				EACH OCCURRENCE	\$		
						\$		
	UMBRELLA FORM		·		AGGREGATE	\$		
	OTHER THAN UMBRELLA FORM WORKERS COMPENSATION AND	-			WC STATU-   OTH-	T		
	EMPLOYERS' LIABILITY				WC STATU- OTH- TORY LIMITS ER	\$		
	TUE 00000				EL EACH ACCIDENT	<u> </u>		
	THE PROPRIETOR/ PARTNERS/EXECUTIVE				EL DISEASE-POLICY LIMIT	\$		
	OFFICERS ARE: EXCL				EL DISEASE-EACH EMPLOYEE	\$		
Α	OTHER PROFESSIONAL LIABILITY*	EOC3829621-06	05/01/08	05/01/09	\$5,000,000 EACH CLAIN			
DES	CRIPTION OF OPERATIONS/LOCATIONS/VI	EHICLES/SPECIAL ITEMS	<del></del>	<del></del>				
*F(	OR PROFESSIONAL LIABILITY CO	CH COUNTY DOA GENERAL CONS OVERAGE, THE AGGREGATE LIMIT ERATIONS OF THE INSURED. THE I	IS THE TOTAL I	INSURANCE AVAI	LABLE FOR CLAIMS PRI	ESENTED WITHIN ND EXPENSE.		
CEI	RTIFICATE HOLDER	dana and an analysis and a second	CANCELLA	ATION				
				LD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF,				
				THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL				
PALM BEACH COUNTY DEPARTMENT OF AIRPORTS ATTN: JERRY ALLEN, DIRECTOR OF PANNING &			CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR					
	DEVELOPMENT			IND UPON THE INSURER AF	FFORDING COVERAGE, ITS AGENTS O	OR REPRESENTATIVES, OR THE		
	846 PALM BEACH INTERNATIONAL AIRPORT			ISSUER OF THIS CERTIFICATE.				
WEST PALM BEACH, FL 33406			AUTHORIZED REPR Marsh USA Inc.	ESENTATIVE	a. ada	omea)		
<b>;</b>				in the second of				

MM1(3/02)

# AMENDMENT NO. 10 TO CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES (CONTRACT R2005 0319)

## ATTACHMENT "A" AMENDMENT NO. 10

This Amendment No. 10 is in accordance with the Contract for Consultant/Professional Services by and between Palm Beach County (COUNTY) and CH2M HILL (CONSULTANT) dated February 15, 2005. The fees to be paid CH2M HILL are as estimated by the CONSULTANT and shown on Exhibit 'B'.

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

EXHIBIT A-I-19	TASK I-06-PBI-C-019	Palm Beach International Airport - Environmental Impact Statement (EIS) Planning Support - Supplement No.3
EXHIBIT A-I-29	TASK I-07-PBI-C-029	Palm Beach International Airport – Miscellaneous Airfield Pavement Repairs and Rehabilitation Supplement No.1
EXHIBIT A-I-32	TASK I-08-PBI-C-032	Palm Beach International Airport – Taxiway F Extension Supplement No.1
EXHIBIT A-I-36	TASK I-08-PBI-C-036	Palm Beach International Airport - Taxiway F Extension Construction Administration Services
EXHIBIT A-I-37	TASK I-08-PBI-C-037	Palm Beach International Airport - Miscellaneous Taxiway and Apron Pavement Repairs and Rehabilitation
EXHIBIT A-II-6	TASK II-08-PBI-C-006	Palm Beach International Airport – 2008 Annual Noise Report

#### EXHIBIT "A-I-19" SCOPE OF SERVICES

#### **AMENDMENT NO. 10**

Environmental Impact Statement (EIS) Planning Support Supplement No. 3

(Task I-06-PBI-C-019 Supplement No. 3)

#### **Continuing Planning Support**

Under this on call Task Order, CH2M HILL will provide continued planning support, beyond that provided under Phase II of the System Wide Airport Master Planning Study (I-06-DOA-C-004) through the issuance of the record of decision (ROD) which is expected in the last quarter of 2009.

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

#### **Permit Planning and Strategy**

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

#### EXHIBIT "A-I-29" SCOPE OF SERVICES

#### **AMENDMENT NO. 10**

## TASK I-07-PBI-C-029 Supplement No. 1 (Miscellaneous Airfield Pavement Repairs and Rehabilitation – Supplement No. 1)

#### **DESCRIPTION**

This scope of services involves Construction Quality Assurance Materials Testing Services for the maintenance, repair, and rehabilitation of various miscellaneous apron, runway, and taxiway systems at Palm Beach International Airport (PBIA). The improvements included in the construction documents prepared by CH2M HILL (CONSULTANT) and ADA Engineering (SUBCONULTANT) as part of the original Task 1-07-PBI-C-029 scope of services is as follows:

- Taxiway A Crack Sealing;
- Taxiway B Crack Sealing;
- Taxiway F Crack Sealing;
- Taxiway C5 Mill and Overlay;
- Terminal Apron Crack Sealing and Inlet Repairs;
- Taxiway R Patching and Crack Sealing;
- Runway 9L-27R Partial Depth Patch Repair;
- Taxilane to Concourse C from Taxiway D;
- HMA/PCC Interface Repair;
- Concourse B Asphalt Apron/Taxilane (Portion of Section 4110) Mill and Overlay.

#### PHASE 4 CONSTRUCTION ADMINISTRATION (SUPPLEMENT NO. 1)

Construction Administration Services are being provided as part of the original Task I-07-PBI-C-029 and are not part of this scope of services. CH2M HILL's subconsultant, Nodarse & Associates, will provide the Quality Assurance Materials Testing services as part of Supplement No. 1. The Consultant will complete the services identified under Phases 4 in accordance with the current schedule developed as part of the original Task I-07-PBI-C-029.

Basic Services will consist of the following:

- 1. Project Management;
- 2. Preparation of a Quality Assurance (QA) Testing Plan;
- 3. Review of Contractor's Quality Control (QC) Testing Plan;
- 4. Coordination, Review, and Monitoring Contractor's Schedule;
- 5. Scheduling QA Testing Services at critical milestones during construction;
- 6. Review of lab reports and assembly of testing reports;
- 7. Quality Assurance Materials Testing.

The following scope of services is based on the 100% project plans dated October 24, 2008 prepared as part of the original Task I-07-PBI-C-029. The Quality Assurance Materials Testing services for this project will include the following:

#### Site Subgrade Soils and/or Fill Soils

- Perform laboratory moisture-density relationship test (Proctors) on representative soils.
- Perform soil in-place field density tests at subgrade and fill soil locations, at the specified frequency to determine the percent compaction.

#### Paving Subgrade and Base Materials

- Perform soil in-place field density tests on the subbase to determine the percent compaction achieved by the contractor at the specified frequency.
- Perform density and thickness tests on base materials to verify that they are properly compacted and of sufficient thickness.
- Perform laboratory testing to determine the compaction characteristics, the maximum dry density, the optimum moisture content and the California Bearing Ratio (CBR).

#### **Asphaltic Concrete Paving**

- Observe the milling and resurfacing activities.
- Obtain field density and thickness measurements of in-place asphaltic concrete.
- Obtain asphaltic concrete cores for laboratory density testing.
- Obtain asphaltic concrete sample for laboratory bitumen content, stability and gradation.

#### Storm water Trap, Pipe and Structure Backfill

- Perform laboratory moisture-density relationship test (Proctors) on representative fill and backfill soils.
- Perform soil in-place field density tests at backfill locations, at the specified frequency to determine the percent compaction.

#### **Concrete Testing**

- Slump: Perform one test at point of discharge for each sample when test specimens are molded
- Concrete Temperature: Measure temperature for each sample when test specimens are molded.
- Concrete Test Specimens: Mold one set of four (4" x 8") concrete test cylinders at the specified frequency of one set every 50 cubic yards or fraction thereof.
- Transport cast cylinders to our laboratory for testing.
- Perform laboratory curing, and compressive strength testing of cylindrical concrete specimens. Tests will be performed: one specimen at 7-days, two specimens at 28-days, and one cylinder will be placed on hold for further testing, if required.
- Report compressive strength test results in writing. Failing tests will be reported within 24 hours of laboratory testing.

#### REPORT OF FINDINGS

A detailed field report of the findings of the inspection activities will be left on-site daily with the appropriate project representative. A weekly progress report will be submitted summarizing the inspection activities during construction.

#### SCHEDULE CONSIDERATIONS, ASSUMPTIONS, AND GENERAL CONDITIONS

The cost estimate is based on the following qualifying assumptions:

- 1. Construction Management Services are being provided by the DOA and are not part of this scope of services.
- 2. The Construction Management Plan is being prepared by others and is not included in this scope of services.
- 3. Overtime rate will apply for work conducted before 7:00 am or after 6:00 pm during business days, Saturday, Sunday or company holidays at 1.5 times the applicable normal unit hourly rate for the engineering technician.
- 4. Re-inspection of non-conforming issues is not included is this proposal. Requests for additional time spent beyond the initial testing services will be considered additional services.
- 5. Stand-by time, during re-compaction, due to late arrival of concrete, etc. and concrete monitoring on a full time basis will be invoiced at the engineering technician hourly rate.
- 6. Soil sample and concrete cylinder pick-up will be scheduled to coincide with other testing whenever possible; however, when not on site for other testing, pick-up will be invoiced at the engineering technician hourly rate.
- 7. Clear and safe access to inspect items, as well as cooperation; will be provided by the contractor and his subcontractors.
- 8. A field representative will be provided to observe the contractor's work and conduct field tests. The services do not include supervision or direction of the actual work of the contractor, his employees or agents, and the contractor should be so advised. The contractor should also be aware that neither the presence of the field representative, nor the observation and testing, shall excuse him in any way for defects discovered in his work. It is understood that we will not be responsible for job or site safety on this project. Job and site safety will be the sole responsibility of the contractor.
- 9. CONSULTANT shall not have control or charge of, and shall not be responsible for construction means, methods, techniques, sequences or procedures, nor for safety precautions and programs in connection with the contractor's work.
- 10. All testing and inspection services will be performed in accordance with the project plans and specifications unless otherwise noted. Test results apply only to those materials actually tested.
- 11. In this proposal, the words supervision, inspection, monitoring or "control" are used to mean observation of the work and the conducting of tests at appropriate times by CONSULTANT, or as required by your representative to confirm substantial compliance with plans and specifications.

#### Special Services

Special Services shall be authorized in writing by the COUNTY, describing the scope and fee for the services prior to beginning. Special Services cannot be included as Basic Services because their need or exact scope cannot be fully established until underway.

Special Services during Phase 4 may be, but are not limited to, a selection(s) from the following:

- 1. Perform or obtain the services of a subconsultant to perform subsurface investigations, including performance of test borings, soil samples, foundation investigations, testing during construction, laboratory analyses of the samples, and engineering analyses not anticipated as Basic Services. The CONSULTANT or the subconsultant will prepare a draft final and final report of all findings and the CONSULTANT will deliver to the COUNTY representative two (2) copies of the draft final and final report.
- 2. Perform or obtain the services of a registered professional land surveyor subconsultant to perform field surveys and investigations in order to establish or verify boundaries and monuments, perform topographic surveys, perform route surveys, prepare property or easement descriptions, perform associated office work under the direction of a registered professional surveyor, and deliver to the COUNTY representative a Mylar of all final plats with field notes in bound standard size field books and electronic format of said information, or in such other form as approved by the COUNTY.
- 3. Make revisions to drawings, specifications, or other documents when such revisions are inconsistent with approvals or instructions previously given by the COUNTY representative.
- 4. Perform or obtain the services of a specialized subconsultant to perform aerial photography and computer mapping.
- 5. Travel to points outside the COUNTY if such travel is reasonably necessary to accomplish the task.
- 6. Prepare special studies and reports, such as environmental documents including representation and testimony at hearings and community meetings, grant applications, etc.
- 7. Provide the services of an independent cost estimator, as a subconsultant, to make a comprehensive cost estimate for the project in a form satisfactory to the COUNTY, which independent cost estimate shall be in addition to the cost estimate prepared by the CONSULTANT.
- 8. Provide, in the event of termination, such services as are reasonable and necessary for preserving partially finished work products or for the recording of work products in a particular manner, including the making of record prints of drawings, etc.
- 9. Assist the COUNTY representative in securing any special licenses or permits, South Florida Water Management District, DER, etc., which may be required for the completion of the project, it being understood by the parties that the fees for said special licenses and permits shall be paid by the COUNTY.
- 10. Reproduce plans, specifications, reports, and other materials other than those reproductions included in the Basic Services and excluding reproduction for the office use of the CONSULTANT and the CONSULTANT'S subconsultants.
- 11. Provide a scale model or renderings of the project when requested by the COUNTY.
- 12. Provide any other additional services related to the project not otherwise included in the Basic Services of other Special Services and not customarily furnished in accordance with generally accepted architectural and engineering practice.

Special Services may also be requested for the Phase 4 construction phase. These services shall include, but not limited to, the following:

- 1. Consult with the COUNTY concerning replacement of any construction work damaged by fire or other causes and furnish professional services as may be required in connection with the replacement of such work.
- 2. Assist the COUNTY in making arrangements for the work to proceed in the event that the construction contractor is declared in default by the COUNTY for any reason.
- 3. Assist the COUNTY as expert witnesses and/or factual witnesses in any legal proceedings or litigation arising from the development, permitting, or construction of the project. The witnesses shall be designated by and at the sole discretion of the COUNTY Attorney.
- 4. Travel to points outside the COUNTY if such travel is reasonably necessary to accomplish a task.
- 5. Prepare special studies and reports, such as environmental documents, including representation and testimony at hearings and community meetings, grant applications, etc.
- 6. Reproduce plans, specifications, reports, and other materials other than those reproductions included in the Basic Services and excluding reproduction for the office use of the CONSULTANT and the CONSULTANT'S subconsultants.
- 7. Provide the services of an independent cost estimator, as a subconsultant, to make a comprehensive cost estimate for the project in a form satisfactory to the COUNTY, which independent cost estimate shall be in addition to the cost estimate prepared by the CONSULTANT.
- 8. Provide, in the event of termination, such services as are reasonable and necessary for preserving partially finished work products or for the recording of work products in a particular manner, including the making of record prints of drawings, etc.
- 9. Provide, in the event the project construction exceeds the time stated in the project contract documents, the continuing services required to be accomplished by the CONSULTANT during the construction of the project.
- 10. Provide any other additional services related to the project not otherwise included in the Basic Services of other Special Services and not customarily furnished in accordance with generally accepted architectural and engineering practice.

#### EXHIBIT "A-I-32"

#### **SCOPE OF SERVICES**

TASK I-08-PBI-C-032 Supplement No. 1 (Palm Beach International Airport - Taxiway F Extension Supplement No. 1)

#### Airport Surveillance Radar (ASR) Facilities Demolition and Burrowing Owl Permit Application

#### **DESCRIPTION**

The purpose of this scope of services is to provide professional engineering and environmental services for the demolition of the decommissioned Airport Surveillance Radar (ASR) facilities (base building, trailer, and tower), and prepare a permit application for the destruction of Burrowing Owl Nests within the limits of the Taxiway F Extension project at Palm Beach International Airport (PBIA).

An existing agreement between the Federal Aviation Administration (FAA) and the Department of Airports (DOA) summarizes the County's responsibility to maintain the decommissioned ASR tower adjacent to the Taxiway F Extension project limits. The DOA has requested the demolition of the abandoned ASR tower site be included under the Taxiway F Extension project to relieve the County of responsibility, liability, and provide for the planned future development to be performed by others as part of the Airport Improvement Project (AIP). The ASR demolition plans and specifications will be incorporated into the contract documents as a bid alternate for the Taxiway F Extension currently being prepared under the original Task I-08-PBI-C-032.

Based on a field investigation performed on May 22, 2008 by CH2M HILL (Consultant), ADA Engineering, and Hillers Electrical Engineering as part of Phase 1 Preliminary Design under the original Taxiway Extension project (Task I-08-PBI-C-032), it was observed that the exterior lights were on at the ASR base building and that the air conditioner unit was in operation. Based on the May 6, 2008 Kick-off meeting, it was assumed that the site had been abandoned, although an airport operations escort informed the CH2M HILL representative that it was believed the tower was still in use by Air Traffic Control (ATC) as a receiving antenna. Five test wells were observed in a one sided rectangle off of the north east corner of the pavement adjacent to an empty raised utility pad which indicated the presence of an underground storage tank. Use of the ASR site was later confirmed during a July 1, 2008 meeting with the DOA and FAA. During the July 1st meeting, FAA stated that the fuel tank was already demolished. Subsequent communication with the FAA and the Department of Environmental Protection (DEP) has further confirmed that the underground fuel storage tank was removed. The ASR facility DEP identification number is 508732353. Mr. Jeffery Bush of DEP confirmed the tank was removed after a leak was detected in 1993. On September 23, 1994 a No Further Action Proposal was incorporated by the DEP at the time the tank removal was completed.

The existing ASR trailer is thought to potentially contain asbestos. A hazardous baseline environmental survey of the base building and trailer will be performed by the DOA through Palm Beach County Risk Management. This scope of services does not include asbestos abatement or environmental assessments of the base building or trailer. The environmental study provided by the County will be used as the basis for the development of demolition plans and specifications for the base building and trailer in accordance with the baseline environmental survey report prepared by others.

EXHIBIT A-I-32-1

Additionally, as part of the May 22<sup>nd</sup> field investigation, burrowing owls and nests were observed to be present within the limits of the proposed taxiway extension and will be impacted during construction. These services include preparation of a permit application for the destruction of Burrowing Owl Nests in accordance with the Florida Fish and Wildlife Conservation Commission (FWC).

Burrowing Owls often nest on vacant lots, in this case airfield infields, in rapidly developing suburban areas and may respond to disturbed soil conditions associated with early construction activities. Construction subsequently is a major cause of burrow destruction in these areas. The Commission's policy is to issue permits to allow destruction of burrowing owl nest burrows only as a last resort and after all reasonable alternatives (such as realigning development to avoid the nest) have been considered and determined impractical.

According to the Burrowing Owl Nest Protection Guidelines and Procedures in Urban Areas, burrowing owl nest burrows can generally be considered inactive from July 10<sup>th</sup> to February 15<sup>th</sup>, although some nesting occurs as early as October each year. Construction of Taxiway F Extension is anticipated to commence in early 2010 through 2011 within the period which nest burrows are considered active.

Burrowing Owl Nests exist within several locations of the project limits. In order to construct the project, it will be necessary to destroy the nests within project construction limits. In order to accomplish this, a permit will be required from the FWC. This permit will only be active for up to one (1) year. Based on the migratory characteristics of the Burrowing Owls and the duration of construction, it is anticipated that the permit will not require a renewal. This scope does not include services for obtaining a permit renewal and a task authorization will be provided by CH2M HILL at the request of the DOA should such services be warranted.

Additionally, during the breeding season, approved mitigation and protective measures may be required by FWC should the nest be found to be active during the construction. Such techniques may include the placement of protective fencing around the nest during construction activities, installing owl perches, or providing new starter burrows within the proximity of a nest to be impacted. Provisions will be included in the contract documents requiring the contractor to protect active burrowing owl nest during construction in accordance with the permit. This scope does not include the installation of owl perches, new starter burrows, or approved nest protection measures and are assumed to be implemented by the contractor during construction. A task authorization will be provided by CH2M HILL at the request of the DOA should such services be warranted.

CH2M HILL (Consultant) will provide project management, attend meetings, and perform quality review and coordination of subconsultants. CH2M HILL's subconsultant, ADA Engineering, will provide professional engineering services for the building demolition of the ASR tower, existing base building and trailer, associated pavements, engineer's report, and preparation of cost estimate and technical specifications for the civil portions of the demolition. CH2M HILL's subconsultant, Hillers Electrical Engineering will be providing professional engineering services for the demolition, relocation, and construction of the utilities including Florida Power & Light (FPL), DOA, and FAA cable and ductbanks impacted by the demolition of the ASR facilities. CH2M HILL's subconsultant, C&N Environmental, will provide the professional environmental services to prepare a permit application for the destruction of Burrowing Owl Nests in accordance with the Florida Fish and Wildlife Conservation Commission (FWC).

#### SCOPE OF WORK

Phase 3B – The Consultant will develop the Contract Documents to 90% completion to allow the project to be permitted and reviewed by the appropriate agencies. The Consultant will update the project cost estimate.

Phase 3C – The Consultant will develop the Contract Documents to 100% completion to allow the project to be bid and constructed. The Consultant will prepare the final project cost estimate. The Consultant will prepare and file a permit application for the destruction of Burrowing Owl Nests in accordance with the Florida Fish and Wildlife Conservation Commission (FWC).

Phase 4 – Bid Services are not included in this scope of services. These services are being provided as part of the original Task I-08-PBI-C-032.

Phase 5 - Construction Services are not included in this scope of services.

This scope of services includes the following meetings:

- One (1) Coordination Meeting with the DOA (Phase 3B);
- One (1) Team Design Coordination Meeting (Phase 3B);
- Two (2) Coordination Meetings with FAA and DOA Electrical Maintenance (Phase 3B);
- One (1) Coordination Meeting with Florida Power & Light (FPL) (Phase 3B);
- One (1) Burrowing Owl Field Survey Inspection (Phase 3B);
- One (1) Pre-application meeting with FWC (Phase 3C);
- One (1) Post-construction meeting with FWC.

#### PHASE 3 CONTRACT DOCUMENTS

Upon receipt of Notice-to-Proceed from the DOA representative of written authorization to initiate Phase 3, the Consultant will develop 90% and 100% Complete Contract Documents for inclusion in the Taxiway F Extension drawings and technical specifications being developed as part of the original Task I-08-PBI-C-032.

#### PHASE 3B 90% SUBMITTAL

The 90% complete Contract Documents Deliverables will include the following items 1-5:

- 1. 90% Demolition and Site Restoration Plans;
- 2. 90% Electrical Utility Plans (Existing, Relocated, Demolished and Proposed);
- 3. 90% Typical Details for Electrical Utilities and other Miscellaneous Details;
- 4. 90% Engineer's Report;
- 5. 90% Technical Specifications;
- 6. 90% Cost Estimate.

#### PHASE 3C 100% SUBMITTAL

The 100% complete Contract Documents Deliverables will include the following items 1-6:

1. 100% Demolition and Site Restoration Plans;

EXHIBIT A-I-32-3

- 2. 100% Electrical Utility Plans (Existing, Relocated, Demolished and Proposed);
- 3. 100% Typical Details for Electrical Utilities and other Miscellaneous Details;
- 4. 100% Engineer's Report;
- 5. 100% Technical Specifications;
- 6. 100% Cost Estimate;
- 7. Burrowing Owl Permit Application.

#### **BURROWING OWL PERMIT APPLICATION**

#### **Permit Review**

CH2M HILL's subconsultant, C&N Environmental, will review available permits previously obtained for incorporation into the Migratory Bird Nest Removal Permit Application. CH2M HILL and C&N Environmental will attend a pre-application meeting with the FWC to coordinate permit requirements and review criteria.

#### **Conduct Survey Inspection**

CH2M HILL's subconsultant, C&N Environmental, will perform a field survey to assess the number of active and non-active burrowing owl nests within the proposed construction area in accordance with the Migratory Bird Nest Removal Permit Application. The survey will document the number of active and non-active nests, locations, number of eggs and/or flightless young present, if any, and the number of adult owls present, if any. Digital Photograph recording will be used to document the findings and will be included in the submittal to the client and FWC for their records.

C&N Environmental will scope the identified burrows with an approved camera to verify the presence of eggs, flightless young, and/or adults. Burrow status will be assigned to each burrow referencing the total number of owls. For estimating purposes and the size of the project scope, it is assumed up to ten (10) nests will require video recording.

C&N Environmental will follow proper methodology in accordance with the Florida Fish and Wildlife Conservation Commission's (FWC) F.A.C. 68A-27.005 guidelines for owl nest protection. Each burrow will be marked with a stake, numbered, and coordinates taken with a GPS. A map will be generated using AutoCAD 2004. CH2M HILL will provide coordination, project and subconsultant management, technical support, and airport base maps in AutoCAD 2004 format to C&N Environmental.

The DOA will provide escorting services to C&N Environmental to access the Aircraft Operations Area (AOA) to conduct the survey inspections.

#### Permit Application

CH2M HILL's subconsultant, C&N Environmental, will complete and submit the Migratory Bird Nest Removal Permit Application to the FWC including copies of previous permits, photographs of nests, nest status activity and locations, justification for removal of nests, and the proposed measures to protect and or mitigate for the loss of the nesting habitat for this species in accordance with the Burrowing Owl Nest Protection Guidelines and Procedures in Urban Areas.

#### **Post Construction**

The Consultant and Subconsultant, C&N Environmental, will attend a meeting with FWC and the DOA upon the completion of the work to assess the compliance with the permit and status of the Burrowing Owls.

#### PHASE 4 BID & AWARD

Bid and Award Services are being provided under the original Taxiway F Extension services (Task I-08-PBI-C-032). No additional services are included in this scope of services.

#### PHASE 5 CONSTRUCTION ADMINISTATION

Construction Administration Services are not included in this scope of services.

#### **SCHEDULE**

The Consultant will complete the services identified under Phases 3B through 3C in accordance with the current schedule developed as part of the original Task I-08-PBI-C-032.

#### EXHIBIT "A-I-36" SCOPE OF SERVICES

#### **AMENDMENT NO. 10**

## TASK I-08-PBI-C-036 (Taxiway F Extension Construction Administration Services)

#### **DESCRIPTION**

This scope of services involves Construction Administration Services for the Taxiway F Extension project at Palm Beach International Airport (PBIA). CH2M HILL (CONSULTANT), in conjunction with ADA Engineering and Hillers Electrical Engineering (SUBCONSULTANTS), are currently under contract to develop the Contract Documents for the Taxiway F Extension as part of Task I-08-PBI-C-032. Design is anticipated to be completed in July 2009 with construction commencing in November 2009. Construction Administration Services were not a part of the Contract Documents scope of services (Task I-08-PBI-C-032) for the Taxiway F Extension. This scope of services is being prepared in anticipation of Construction Notice-to-Proceed for Taxiway F Extension.

#### **Basic Construction Administration Services**

The CONSULTANT'S performance will be divided into two categories of services, Basic Services and Special Services. Basic Services will be performed as detailed in the Task Authorization. Special Services will be performed as authorized by the COUNTY'S representative. The CONSULTANT'S subcontractors include ADA Engineering (Civil/Drainage) and Hillers Electrical Engineering (Electrical).

The Basic Services for the Taxiway F Extension Contract Documents and Bid and Award Services (Task I-08-PBI-C-032) followed four distinct Phases (1-4). Basic Services for this task will follow one (1) distinct phase, Phase 5, in sequential numbering order with Task I-08-PBI-C-032. Phase 5 will consist of Construction Administration Services.

#### PHASE 5 CONSTRUCTION ADMINISTRATION

Construction Administration Services will be authorized by the Notice-to-Proceed for this project. The CONSULTANT will provide professional services during construction to assist the COUNTY. This project involves the performance of construction administration services for the construction of the Taxiway F Extension at Palm Beach International Airport. CONSULTANT's services will be limited to providing project administration for shop drawing submittals, requests for information (RFI), periodic site visits, record drawings, and general administration.

Basic Services will consist of the following items 1 through 7:

1. Participate 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. For budgeting purposes, the CONSULTANT's Project Manager and Project Engineer will attend the pre-construction conference. A representative from each of the CONSULTANT's subcontractors, ADA Engineering and Hillers Electrical Engineering, will attend the pre-

construction conference. CONSULTANT assumes the Construction Manager will prepare the pre-construction meeting agenda and meeting minutes.

- 2. The project construction duration is anticipated to be 370 calendar days for construction plus 30 calendar days for project start-up prior to the Contractor's Notice-to-Proceed, 30 calendar days for substantial completion, 30 calendar days for project close-out after Contractor's final inspection and acceptance, and 30 calendar days for preparation of record drawings, for a total of 490 calendar days. The total project construction budget is anticipated to be approximately \$12.0 million. The pricing of these construction administration services is based upon the total 490 calendar day schedule duration for the project. If the schedule for the project changes, CONSULTANT will resubmit the fee estimate for this work to incorporate a change in the project schedule.
- 3. The man-hour budget was developed based on the need for CONSULTANT to provide a maximum of fifteen (15) periodic site visits at six (6) hours per visit including preparation, travel time to and from the site, and documentation. Fifteen site visits averages to approximately one site visit per month. Some months will be more and some less. The site visits will be performed as requested by the COUNTY or as the CONSULTANT deems necessary to review field conditions to address Contractor RFIs.
- Review and approve or take other appropriate action upon the shop drawings, submittals, construction schedule, and phasing and maintenance of traffic plans furnished by the contractor and submitted to the CONSULTANT. The CONSULTANT will determine if the shop drawings and submittals generally conform to the design concept of the project and the requirements of the Contract Documents. Such action(s) will be taken within fifteen (15) calendar days from receipt of submittal by CH2M HILL's Palm Beach Gardens Office. For budgeting purposes, the CONSUTLANT assumes a maximum of one hundred and thirty (130) shop drawings and/or submittals will be reviewed and estimates at 2 hours each for processing, review, and approval. In accordance with the COUNTY's Front End Contract Documents, General Condition GC 46, CONSULTANT will review one (1) re-submittal of shop drawings, estimated at twenty-five percent (25%) of the original submittal budget. Review of shop drawings beyond one (1) resubmittal by the contractor due to non-conformance with the construction documents is not included in this scope of services. Review of shop drawings beyond one (1) re-submittal above the estimated twenty-five percent (25%) budgeted will constitute additional services and a separate task authorization will be prepared and negotiated and approved. The CONSULTANT will process shop drawings, perform quality checks for SUBCONSULTANT reviews, and maintain a log of contractor shop drawings and submittals included in this scope of services. The submittal log will include the submittal date, the action taken, and the date returned. An example list of shop drawings and submittals anticipated to be reviewed as part of the Construction Administration Services include, but not limited to, the following items:
  - FDOT Type II Barricades (01030)
  - Low-Profile Barricades (01030)
  - Red Barricade Lighting (01030)
  - Temporary Lighting, Signage and Pavement Marking Plans (01030)
  - Construction Phasing and MOT Plan (01030)
  - Crane and Equipment Heights (01035)
  - Equipment/Vehicle Orange/White Flags, Signage, and Lighting (01035)
  - Contractor Stormwater Pollution Prevention Plan (P-156)
  - Site Fence and Turbidity Barrier (P-156)
  - Inlet Protection and Soil Erosion Prevention (P-156)
  - Portland Cement Concrete Mix Design (Airfield Signage Base and Junction Can/Light Base) (P-501/P-610/L-126)

- Portland Cement Concrete Mix Design (Electrical Ductbank) (P-501/P-610/L-110)
- Non Excavatable Flowable Fill (Grout and Fill Abandoned Utilities/Culverts) (P-162)
- AOA Security Fence Posts (F-162)
- AOA Security Fence Chain Link/Fabric (F-162)
- AOR Security Fence Barbed Wire/Extension Arm (F-162)
- Vehicle Security Fence 24 foot Vehicular Access Gate (F-162)
- Paint Water Base FAA Spec 1952D (P-620)
- Glass Beads TT-B1325, Type I Grade A (P-620)
- Paint Certificate of Analysis and Certification Letter (P-620)
- Subbase Course Aggregate Gradation (P-154)
- Limerock Base Course Aggregate Gradation (P-211)
- Quarry Laboratories Soil Test Report/Limerock Base Course (P-211)
- Bituminous Prime Coat (P-602)
- Asphalt Mix Design 3/4" Max (P-401)
- Bituminous Tack Coat (P-603)
- Seeding (T-901)
- Fertilizer (T-901)
- Sodding (T-904)
- Topsoil (T-905)
- Mulching (T-908)
- Contractor Demolition and Disposal Procedure (ASR Demolition)
- Contractor Asbestos Abatement Procedure (ASR Demolition)
- Structure S-1 (D-751)
- Structure S-2 (D-751)
- Structure S-3 (D-751)
- Structure S-4 (D-751)
- Structure S-5 (D-751)
- Structure S-6 (D-751)
- Structure S-7 (D-751)
- Structure S-8 (D-751)
- Structure S-9 (D-751)
- Structure S-10 (D-751)
- Structure Outfall Weir (D-751)
- Energy Dissipaters Outfall Weir (D-751)
- USF Ditch Bottom Inlet Grate Set (FDOT Type E) (D-751)
- USF Ditch Bottom Inlet Grate Set (FDOT Type G) (D-751)
- USF Ditch Bottom Inlet Grate Set (FDOT Type H) (D-751)
- USF Ring and Cover (D-751)
- USF Frame (D-751)
- Burke Aqua Resin Cure (P-501/D-751)
- Integral Concrete Riser Materials (D-751)
- Isoprene Profile Gasket Certifications (D-701)
- 24" Class V RCP Rebar and Joint Detail (D-701)
- 24" RCP Hydrotile Standard Joints Profile Gasket (D-701)
- 36" Class V RCP Rebar and Joint Detail (D-701)
- 36" RCP Hydrotile Standard Joints Profile Gasket (D-701)
- 60" Class V RCP Rebar and Joint Detail (D-701)
- 60" RCP Hydrotile Standard Joints Profile Gasket (D-701)

- Portland Cement Concrete Mix Design (Drainage Structure) (P-501/P-610/D-751)
- Portland Cement Concrete Mix Design (Weir) (P-501/P-610/D-751)
- Temporary Wiring and Electrical Connections (L-108)
- Airfield Guidance Sign Legends (16 Total Sign Legends) (L-126)
- L-858Y, L-858R, L-858L, & L-858B Standard VA Load Taxiway Informational, Mandatory, Runway/Taxiway Location and Runway Distance Remaining Sign (L-126)
- Series Isolating Transformers
- L-823 Connectors
- Heat Shrink
- SCH 40 PVC Conduits and Fittings
- SCH 40 PVC Split Duct
- #6 Bare AWG Copper Cable
- Ground Rod and Clamps
- Lock Out/Tag Out Policy
- 5kv Cable
- 50 Pair FAA Cable
- 100 Pair FAA Cable
- Airfield Lighting Control Systems and Equipment
- 20 KW Ferroresant 480V Regulator
- L-850C Runway Edge Light
- L862E Runway Elevated Threshold/End Light
- L-861T LED Taxiway Edge Light
- L-867 Light Bases
- L-867 Adjustable Light Base
- L-867 16" Diameter Light Base for Junction Cans
- L-868 Top Section Base Cans
- L-868 Bottom Section Base Cans
- L-868 Mud Plate
- L-868 Spacer and Flange Rings
- L-867/868 Blank Cover
- L-867 Gaskets
- L-867 Base Plate
- 2400V Cable
- Electrical Manholes
- Electrical Duct Markers
- Precision Approach Path Indicator (PAPI) System
- L-852G, Uni-direction Runway Guard Lights
- FPL Manhole, Conduit, and Cable (ASR Demolition)
- RT Facility Manhole, Conduit, and Cable (ASR Demolition)
- 5. Provide design clarifications to assist the COUNTY representative in resolving field issues relating to the construction. For budgeting purposes, a maximum of one hundred (100) RFIs are estimated at 2 hours per each for processing, review, and response. One hundred (100) RFIs average approximately two (2) per week, some more and some less. RFIs are assumed to be divided between the construction administration team as follows: fifty (50) RFIs are budgeted for CH2M HILL and twenty five (25) RFIs are budgeted each for ADA Engineering and Hillers Electrical Engineering.

- 6. Perform, together with the COUNTY'S representative, observations of the construction site to assist in the determination by the Construction Manager if the project is substantially complete and a final inspection to determine if the project has been generally completed in accordance with the Contract Documents. A maximum of one (1) substantial completion site visit and one (1) final completion site visit is assumed for budgeting purposes at 12 hours per visit including preparation, documentation, and review of punch list generated by the Construction Manager.
- 7. Provide one (1) set of reproducible drawings and CAD file "record drawings," which will become the property of the COUNTY, corrected to show changes made in the work during construction of the project. Such corrections will be based upon "as-built" prints, drawings, field sketches, and other data furnished to the CONSULTANT by the COUNTY and the contractor, upon change orders issued during construction. The CONSULTANT will not verify the as-built information provided by the COUNTY or contractor. Record drawings will be prepared in part on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the Project was finally constructed. CH2M HILL is not responsible for any errors and omissions in the information from others which is incorporated into the record drawings.

In the event that the COUNTY and the CONSULTANT deem it advisable that all resident construction inspection services on the site, or additional services beyond those included in this scope of work, during the project construction, be provided by the CONSULTANT, a Task Authorization, which specifies the services, will be negotiated and approved.

To avoid misunderstandings or questions, the CONSULTANT understands and agrees that the COUNTY shall have the responsibility for the general administration of the construction contract. Accordingly, the CONSULTANT shall not have the authority or responsibility to issue direct instructions to the contractor, to reject the work done by the contractor, or to require special inspections and/or tests. The CONSULTANT, however, will provide continuing counsel to the COUNTY representative throughout the construction of the project. The anticipated duration of this phase is 490 calendar days.

#### **Assumptions:**

- 1. CONSULTANT will only perform services listed in this scope of services. It is assumed that the Construction Manager or COUNTY will perform all construction services NOT listed in this scope of services.
- 2. CONSULTANT assumes the Construction Manager or COUNTY will be responsible for the following:
  - A. Badging, ensuring contractor is in compliance with airport requirements, safety regulations, etc.
  - B. Verifying construction vehicles are properly marked, lighted, registered, and verifying contractor equipment/vehicles meet the technical specification requirements and are in good operating condition.
  - C. Filing proper Notices to Airmen (NOTAMS).
  - D. Verifying barricades are placed in accordance with the construction drawings or as approved by airport operations.
  - E. Performing project compliance and permit closeout activities such as construction progress notifications to permitting agencies, etc.
  - F. Performing project closeout activities such as processing final pay application requests, grant closeouts, etc.

- G. Performing weekly construction progress meetings, preparing agenda, and documenting and distributing minutes.
- H. Providing daily inspections and preparing punch list items.
- I. Preparing the Construction Management Plan.
- J. Processing, reviewing, and issuing requests for information, field instructions, field bulletins, construction change proposals, change orders, construction change directives, notice of non-conformance, contractor's daily reports, substitution requests, punch lists, and weekly/monthly progress meetings.
- K. Reviewing the Contractor's Quality Control Plan.
- L. Performing Quality Assurance Testing including monitoring, field and laboratory testing, and calculating Percent within Limit (PWL) for payment, etc.
- M. Responsibility for the general administration of the construction contract including reviewing and approving change orders, reviewing pay applications, issuing field directives, accepting work performed by the contractor, etc.
- N. Providing a consolidated redline as-built mark-up for preparation of record drawings.
- O. Providing Certifications of Construction.

#### **Special Services**

Special Services shall be authorized in writing by the COUNTY, describing the scope and fee for the services prior to beginning. Special Services cannot be included as Basic Services because their need or exact scope cannot be fully established until underway.

Special Services during Phases 1, 2, 3, and 4 may be, but are not limited to, a selection(s) from the following:

- 1. Perform or obtain the services of a subconsultant to perform subsurface investigations, including test borings, soil samples, foundation investigations, testing during construction, laboratory analyses of the samples, and engineering analyses not anticipated as Basic Services. The CONSULTANT or the subconsultant will prepare a draft final and final report of all findings and the CONSULTANT will deliver to the COUNTY representative two (2) copies of the draft final and final report.
- 2. Perform or obtain the services of a registered professional land surveyor subconsultant to perform field surveys and investigations to establish or verify boundaries and monuments, perform topographic surveys, perform route surveys, prepare property or easement descriptions, perform associated office work under the direction of a registered professional surveyor, and deliver to the COUNTY representative a Mylar of all final plats with field notes in bound standard size field books and electronic format of said information, or in such other form as approved by the COUNTY.
- 3. Make revisions to drawings, specifications, or other documents when such revisions are inconsistent with approvals or instructions previously given by the COUNTY representative.
- 4. Perform or obtain the services of a specialized subconsultant to perform aerial photography and computer mapping.
- 5. Travel to points outside the COUNTY if such travel is reasonably necessary to accomplish the task.
- 6. Prepare special studies and reports, such as environmental documents including representation and testimony at hearings and community meetings, grant applications, etc.
- 7. Provide the services of an independent cost estimator, as a subconsultant, to make a comprehensive cost estimate for the project in a form satisfactory to the COUNTY, which independent cost estimate shall be in addition to the cost estimate prepared by the CONSULTANT.

- 8. Provide, in the event of termination, such services as are reasonable and necessary for preserving partially finished work products or for the recording of work products in a particular manner, including the making of record prints of drawings, etc.
- 9. Assist the COUNTY representative in securing any special licenses or permits (South Florida Water Management District, DER, etc.), which may be required for the completion of the project, it being understood by the parties that the fees for said special licenses and permits shall be paid by the COUNTY.
- 10. Reproduce plans, specifications, reports, and other materials other than those reproductions included in the Basic Services and excluding reproduction for the office use of the CONSULTANT and the CONSULTANT'S subconsultants.
- 11. Provide a scale model or renderings of the project when requested by the COUNTY.
- 12. Provide any other additional services related to the project not otherwise included in the Basic Services of other Special Services and not customarily furnished in accordance with generally accepted architectural and engineering practice.

Special Services may also be requested for the Phase 5 construction phase. These services shall include, but not limited to, the following:

- 1. Consult with the COUNTY concerning replacement of any construction work damaged by fire or other causes and furnish professional services as may be required in connection with the replacement of such work.
- 2. Assist the COUNTY in making arrangements for the work to proceed in the event that the construction contractor is declared in default by the COUNTY for any reason.
- 3. Assist the COUNTY as expert witnesses and/or factual witnesses in any legal proceedings or litigation arising from the development, permitting, or construction of the project. The witnesses shall be designated by and at the sole discretion of the COUNTY Attorney.
- 4. Travel to points outside the COUNTY if such travel is reasonably necessary to accomplish a task.
- 5. Prepare special studies and reports, such as environmental documents, including representation and testimony at hearings and community meetings, grant applications, etc.
- 6. Reproduce plans, specifications, reports, and other materials other than those reproductions included in the Basic Services and excluding reproduction for the office use of the CONSULTANT and the CONSULTANT'S subconsultants.
- 7. Provide the services of an independent cost estimator, as a subconsultant, to make a comprehensive cost estimate for the project in a form satisfactory to the COUNTY, which independent cost estimate shall be in addition to the cost estimate prepared by the CONSULTANT.
- 8. Provide, in the event of termination, such services as are reasonable and necessary for preserving partially finished work products or for the recording of work products in a particular manner, including the making of record prints of drawings, etc.
- 9. Provide, in the event the project construction exceeds the time stated in the project contract documents, the continuing services required to be accomplished by the CONSULTANT during the construction of the project.
- 10. Provide any other additional services related to the project not otherwise included in the Basic Services of other Special Services and not customarily furnished in accordance with generally accepted architectural and engineering practice.

#### EXHIBIT "A-I-37" SCOPE OF SERVICES

#### AMENDMENT NO. 10

#### TASK I-08-PBI-C-037 (Miscellaneous Taxiway and Apron Pavement Repairs and Rehabilitation)

#### DESCRIPTION

This scope of services involves preparation of design drawings for the incorporation into the construction bid documents prepared as part of the Miscellaneous Airfield Pavement Repairs and Rehabilitation project (Task I-07-PBI-C-029) for the maintenance, repair, and rehabilitation of various runway, taxiway and apron systems at Palm Beach International Airport (PBIA). The improvements included in this scope of services to be incorporated in the construction bid documents of the Miscellaneous Airfield Pavement Repairs and Rehabilitation project (Task I-07-PBI-C-029) are as follows:

- Taxiway A Mill and Overlay (Terminal Apron to Taxiway B Section 120);
- Terminal Apron Taxiway B2 Mill and Overlay (Section 230);
- Concourse B to C Terminal Apron Mill and Overlay (Section 4120);
- Hardstand Apron Concrete Repairs (Section 4150);
- Taxiway M Patch Repairs and Crack Sealing (Sections 1352-1355).

The DOA has identified \$5,250,000 in available funding to complete the taxiway and apron repair and rehabilitation projects summarized above. This budget includes engineering design and construction services fees. The grant is funded though the Florida Department of Transportation (FDOT) Joint Participation Agreement with 50% State and 50% Local participation. The design drawings for this project will be incorporated into the November 13, 2008 Bid Documents for the Miscellaneous Airfield Pavement Repairs and Rehabilitation project (Task I-07-PBI-C-029) and will be advertised, bid, and constructed under a single contract as one project.

CH2M HILL, in conjunction with Applied Pavement Technology, Inc prepared the Palm Beach County Annual Airports Pavement Evaluation Report (Annual Report) dated July 2006 that prioritized short-term and long-term maintenance, repair, and rehabilitation projects for PBIA. As part of the Miscellaneous Airfield Pavement Repairs and Rehabilitation project (Task I-07-PBI-C-029) CH2M HILL provided programming services for the \$5,250,000 funding summarized in the Miscellaneous Runway/Taxiway/Apron Repairs and Rehabilitation Technical Memorandum (Tech Memo) dated June 9, 2006 (latest revision dated October 20, 2008). The basis for design will be the Annual Report and the Tech Memo.

The Hardstand Apron east of Concourse C is used as a remote overnight parking ramp. The pavement is significantly deteriorated and exhibits various pavement distresses at all severity levels. Due to the significant deterioration, Foreign Object Debris (FOD) is considered a major concern in this area. Future airport development plans for this area include the terminal expansion and Concourse D, although implementation is several years out (Year 2025+). Considering the condition, frequency of use, and FOD potential, the apron will be repaired as part of this project. The limits of the Hardstand Apron repairs will be extended during construction as the remaining budget will allow. Additional design services required for extending the limits of additional repairs types, beyond those

services described in this scope of services, will constitute additional services and a Task Authorization will be prepared and negotiated with the COUNTY prior to proceeding with additional services. The Apron/Taxilane system between Concourses B and C, and Taxiways A, B2, and M serve as major ingress/egress access points to the Terminal Apron and will be repaired and rehabilitated as part of this project.

The approximate location of the projects to be included in the construction bid documents is shown in Figure 1. Design will be in accordance with FAA Advisory Circulars AC 150/5300-13, "Airport Design," AC 150/5340-1J, "Pavement Markings," and AC 150/5320-6D, "Pavement Design," current editions.

The Consultant will provide basic services including updates to the construction bid documents, bid and award services, and construction administration services for projects included under the construction document preparation section of this scope of services. Additional projects other than the projects identified herein will constitute additional services and a Task Authorization will be prepared and negotiated with the COUNTY prior to proceeding with additional services.

The DOA shall provide the Consultant with hard copies of existing as-built information. The Consultant will develop base plans in AutoCAD format.

**Design Services** 

The CONSULTANT'S performance will be divided into two categories of services, Basic Services and Special Services. Basic Services will be performed as detailed in the Task Authorization. Special Services will be performed as authorized by the COUNTY'S representative. The CONSULTANT'S subcontractors include Brown & Philips (Surveying), Nodarse and Associates (Geotechnical), and F.R. Aleman (Utility Locates).

#### **Basic Services**

Basic Services will follow four (4) distinct phases. Phase 1 will consist of preliminary design including a preliminary construction phasing conceptual plan, project level pavement condition inspections, existing pavement condition distress plans, data collection, records research, geotechnical investigation, land surveying, and utility locations for projects included in the construction documents of this scope of services. Phase 2 will consist of progress submittals ninety percent (90%, Phase 2A), and one hundred percent (100%, Phase 2B) of the Construction Documents of this scope of services. Phase 3 will consist of Bidding and Award Services of the Contract Documents. Phase 4 will consist of Construction Administration Services. The Bid and Award and Construction Administration Services will supplement the Miscellaneous Airfield Pavement Repairs and Rehabilitation project (Task I-07-PBI-C-029) for the incorporation of this Taxiway & Apron project.

A brief definition follows for each of the Phases:

Phase 1 – The CONSULTANT will provide preliminary design including a preliminary construction phasing conceptual plan, data collection, records research, project level pavement condition inspections, utility locations, geotechnical investigation, and land surveying. The CONSULTANT will develop a preliminary construction phasing conceptual plan for discussion with airport stakeholders.

Phase 2A – The CONSULTANT will develop the Contract Documents to a ninety percent completion milestone (90% Completion) to allow the project to be reviewed by the appropriate agencies including the Federal Aviation Administration (FAA) and Florida Department of Transportation

(FDOT) as required. The CONSULTANT will update the project cost estimate, project schedule, and phasing plans.

Phase 2B – The CONSULTANT will complete the Contract Documents to a one hundred percent completion milestone (100% Completion) to allow the project to be bid and constructed. The CONSULTANT will prepare the final project cost estimate, project schedule, and phasing plans.

Phase 3 – The CONSULTANT will assist the COUNTY in obtaining Bids and in the Award of the Contract. The CONSULTNAT will incorporate the design of the Taxiway & Apron project into the Contract Bid Documents assembled as part of the Miscellaneous Airfield Pavement Repairs and Rehabilitation project (Task I-07-PBI-C-029).

*Phase 4* – The CONSULTANT will assist the COUNTY in the Administration of the Construction Contract.

#### PHASE 1-PRELIMINARY DESIGN

Phase 1 will consist of preliminary design including data collection, records research, geotechnical investigations, topographical surveys, utility locations, a preliminary construction phasing conceptual plan, project level pavement condition inspections, and existing pavement condition distress plans. The anticipated duration of this task is 60 calendar days. See Exhibit "C" for the complete project schedule.

The scope of services includes one (1) team design kick-off meeting, one (1) design kick-off meeting with the DOA, one (1) field coordination meeting with the DOA, and one (1) stakeholder coordination meeting regarding the preliminary project construction phasing conceptual plans and design with the airlines and airport tenants. The meeting with the stakeholders will discuss the project phasing, impacts to airline operations, and maintenance of traffic during construction of the proposed projects.

CONSULTANT will prepare minutes for the DOA and Stakeholder coordination meetings.

#### Preliminary Construction Phasing Conceptual Plan

CONSULTANT will develop a preliminary construction phasing conceptual plan to a thirty percent completion milestone (30% Completion) for DOA and stakeholder review. The preliminary construction phasing conceptual plan will delineate the limits of work, sequence of construction, impacts to airline and airport operations, and maintenance of traffic during construction. CONSULTANT will update the PowerPoint Presentation prepared as part of the Miscellaneous Airfield Pavement Repairs and Rehabilitation project (Task I-07-PBI-C-029) for use during the DOA and stakeholder coordination meetings.

#### **Data Collection and Records Research**

CONSULTANT will review existing DOA record drawings and information regarding the proposed construction project, and gather available information for use in the subsequent design phases.

#### **Geotechnical Investigation**

Nodarse and Associates will perform geotechnical investigation services as shown on Figure 2 for selected pavement repairs at Palm Beach International Airport. The purpose of the geotechnical investigations is to determine the subsurface soil conditions and pavement sections to be use as the basis of design of the repairs for the apron and taxiway/taxilane mill and overlay pavement areas.

Brown & Phillips will provide land surveying services to layout the proposed borings once the scope of the project is validated. CH2M HILL will provide AutoCAD base files, title block, and proposed location of soil borings in Florida state plane coordinates.

Geotechnical Services will include the following:

- A maximum of eight (8) soil borings and eight (8) pavement cores have been assumed for budgeting purposes. It is assumed the cores will be taken at the same location of the soil borings, at the following locations:
  - Taxiway A Mill and Overlay (Terminal Apron to Taxiway B Section 120) 1 Boring and 1
    Core;
  - Terminal Apron Taxiway B2 Mill and Overlay (Section 230) 1 Boring and 1 Core;
  - Concourse B to C Terminal Apron Mill and Overlay (Section 4120) 6 Borings and 6 Cores.
- Soil Boring and Coring Location Plan in AutoCAD format;
- Soil Boring Logs in AutoCAD format denoting boring number, Unified Soil Classification (USC), water table depth, and number of blows, standard penetration resistance in blows per foot, station and offset, date performed, and depth in feet;
- Coring Logs in AutoCAD format denoting coring number, depth of pavement section including surface course and base material in inches, and photographs of each core documented;
- Final Geotechnical Report;

The Geotechnical Report will include a summary of findings, USGS Quadrangle Map, USDA/SCS Soil Survey for Palm Beach County, Laboratory results including Water Content %, Organic Content %, Percent Finer than No. 200 Sieve, Apron embankment recommendations for backfill around inlet structures, including compaction requirements and California Bearing Ratio (CBR) of subgrade, subbase and limerock, Atterberg limits, and will be signed and sealed by a registered professional engineer in the State of Florida. The report will include exhibits and figures to illustrate the geotechnical investigation and findings. It is anticipated that as soil information becomes available during the boring operations, boring locations may be adjusted by Nodarse & Associates based on the actual field conditions.

The COUNTY shall provide CONSULTANT with airfield access and escorting services.

The geotechnical investigation will be performed in accordance with ASTM Standards (ASTM D 420, ASTM D 2487, ASTM D 4288, ASTM D 422, ASTM D 4318, ASTM D 1557, ASTM D 1883, etc.), location of groundwater table, and be in accordance with FAA Advisory Circular AC 150/5320-6D, "Pavement Design."

A copy of the FAA Advisory Circular may be obtained at:

http://www.airweb.faa.gov/Regulatory\_and\_Guidance\_Library/rgAdvisoryCircular.nsf/MainFrame?
OpenFrameSet

#### **Topographic Survey**

Brown and Philips, Inc. will perform topographic survey services for this project. The information to be gathered in topographic survey will include the following:

- Pavement shots on a minimum 25-foot grid for mill and overlay project areas identified on Figure
   2:
- At least one concrete slab to establish the concrete joint pattern in the existing Concourse B and C concrete apron adjacent to the bituminous apron for the HMA/PCC concrete interface (intervals of 20 feet along the HMA/PCC interface extending outward from the apron up to a maximum of 20 feet);
- Additional ground shots within the survey limits of proposed construction area as needed to define unique topographic features such as depressions;
- Taxiway, taxilane and/or apron centerlines and pavement markings;
- Water and sewer markers, valve boxes, hydrants and appurtenances;
- Electrical Manholes, number, size, and direction of conduit;
- Drainage Structures and Culverts including rim, invert, material, and direction of culverts;
- Miscellaneous Structures within the survey limits of the proposed construction area;
- Stakeout of eight (8) soil borings/pavement cores;
- 1 contingency day for additional surveying as required.

The following areas will be included in the topographic survey, as shown on Figure 2;

- Taxiway A Mill and Overlay (Terminal Apron to Taxiway B Section 120;
- Terminal Apron Taxiway B2 Mill and Overlay (Section 230);
- Concourse B to C Terminal Apron Mill and Overlay (Section 4120).

The topographic survey will be performed to Florida Minimum Technical Standards, survey tolerance, Horizontal and Vertical Datum (NAD 83/90 and NAVD 88), and will be performed under the direct supervision of a Florida Professional Land Surveyor and Mapper. The survey will be performed at two tenths of a foot contour interval, and the final drawings will be provided in AutoCAD format at 1"=50' scale. The COUNTY shall provide CONSULTANT with airfield access and escorting services.

## **Utility Locates**

The Consultant's subcontractor, F.R. Aleman & Associates, will perform utility location (sweeps) investigation services for this project. The purpose of the utility sweeps is to determine the horizontal location of subsurface utilities to be used for the adjustment of proposed soil borings prior to the stakeout and drilling.

Utility location services will be in accordance with ASCE/C-1 38-02, Quality Level B. A list of the subsurface utilities in the project area will be obtained through a review of data obtained during the data collection and records research task. As a result of the records review and design needs the application of reasonable surface geophysical methods to determine the existence and approximate horizontal locations of existing subsurface utilities will be employed.

Electromagnetic induction (EM) in conjunction with Ground Penetrating Radar (GPR) will be used to identify any detectable utilities within the location of the proposed soil borings. All marks will be reviewed with on site personnel/ surveyors in the field. A maximum of eight (8) utility sweeps will be performed. A utility location report will not be required as part of this scope of services.

The DOA will provide Consultant and subcontractors with airfield access and escorting services.

#### **Project Level Pavement Condition Inspections**

CONSULTANT will perform project-level pavement condition inspections on areas of the project included in the construction documents of the scope of services that will identify the extent and quantity of crack sealing, patch repairs, and milling required for the respective projects. The effort will include one project engineer and one staff engineer in the field for five (5) full days to complete the work necessary to document the distresses while accommodating Air Traffic Control and Airport Operations. The project level pavement inspections will be performed during daylight hours between sunrise and sunset. The information collected will be used as the basis of the design documents for the repairs of these areas. The CONSULTANT will prepare pavement distress plans to be used as the basis of the design documents. The inspections and existing pavement condition distress plans will quantify the lineal footage of pavement cracks to be repaired, full depth patch limits, mill and overlay limits, and other pavement distresses that are observed and included in the design within the project areas. The COUNTY shall provide CONSULTANT with airfield access and escorting services.

Project level pavement condition inspections will be limited to the following areas:

- Hardstand Apron Concrete Repairs (Section 4150);
- Taxiway M Patch Repairs and Crack Sealing (Sections 1352-1355).

The Phase 1 Preliminary Design Deliverables will include the following items 1-6:

- 1. PowerPoint Presentation;
- 2. DOA review meeting minutes;
- 3. Stakeholder review meeting minutes;
- 4. 30% Preliminary Construction Phasing Conceptual Plans;
- 5. Existing Pavement Condition Distress Plans;
- 6. Topographic Survey;
- 7. Geotechnical Report.

#### PHASE 2 CONTRACT DOCUMENTS

Following Phase 1 approval and upon receipt from the COUNTY representative of written authorization to initiate Phase 2A, the CONSULTANT will develop 90% Complete Design Drawings for incorporation into the Miscellaneous Airfield Pavement Repairs and Rehabilitation project (Task I-07-PBI-C-029) Contract Documents. The COUNTY and the CONSULTANT will mutually agree upon the content to be provided in these documents.

The basis for the Front End portion of the Contract Bid Documents will be the Local Front Ends prepared as part of the Miscellaneous Airfield Pavement Repairs and Rehabilitation project (Task I-07-PBI-C-029) provided and approved by COUNTY.

# PHASE 2A 90% SUBMITTAL

The 90% complete Contract Documents Deliverables will include the following items 1-24:

- 1. Updated Cover (Task I-07-PBI-C-029);
- 2. Updated Drawing Index (Task I-07-PBI-C-029);
- 3. Updated Summary of Quantities (Separate Bid Schedule for Taxiway & Apron);
- 4. Updated General, Safety, and Security Notes (Task I-07-PBI-C-029);
- 5. Updated Safety Plan (Task I-07-PBI-C-029);

- 6. 90% Existing Conditions Survey;
- 7. Updated Survey Control Plan (Task I-07-PBI-C-029);
- 8. 90% Pavement Typical Sections and Details;
- 9. 90% Demolition Plans;
- 10. 90% Geometry Plans;
- 11. 90% Details and Sections of miscellaneous items;
- 12. 90% Grading and Paving Plans;
- 13. 90% Pavement Marking Plans and Updated Details;
- 14. 90% Paving Profiles;
- 15. 90% Cross Sections;
- 16. Updated Schedule and Phasing Plans (Task I-07-PBI-C-029);
- 17. Updated Maintenance of Traffic (MOT) Plans (Task I-07-PBI-C-029);
- 18. Updated Engineer's Report (Task I-07-PBI-C-029);
- 19. Updated Front End Construction Contract Documents (Task I-07-PBI-C-029);
- 20. Updated Technical Specifications (Task I-07-PBI-C-029);
- 21. Updated Project Construction Cost Estimate (Task I-07-PBI-C-029);
- 22. Updated PowerPoint Presentation (Task I-07-PBI-C-029);
- 23. DOA review meeting minutes;
- 24. Stakeholder review meeting minutes.

The scope of services includes one (1) team design review meeting, one (1) design review meeting with the DOA, and one (1) stakeholder coordination meeting regarding the project design with the airlines and airport tenants. The meetings with the stakeholders will discuss the project phasing, impacts to airline operations, and maintenance of traffic during construction of the proposed projects. CONSULTANT will update the PowerPoint Presentation presented as part of the Miscellaneous Airfield Pavement Repairs and Rehabilitation project (Task I-07-PBI-C-029) for use during the DOA and stakeholder coordination review meetings. The revisions to the PowerPoint Presentation will reflect design updates and decisions made during the previous DOA and stakeholder meeting.

This submittal will include an updated construction cost estimate, probable construction schedule, and any changes in the parameters and scope of the project, if such changes substantially alter the amount of previous probable construction budget cost estimates. The anticipated duration for this phase is 45 calendar days. See Exhibit "C" for the complete project schedule.

The CONSULTANT will submit eight (8) half size and two (2) full size copies of all Contract Documents required under this Phase for review comments and approval by the COUNTY. The CONSULTANT will not proceed with Phase 2C, 100% Contract Documents, until the 90% Complete Contract Documents have been reviewed and approved by the COUNTY representative, the interested Department of Airports Division, and written Notice-to-Proceed from the COUNTY.

# PHASE 2B 100% SUBMITTAL

The 100% complete Contract Documents Deliverables will include the following items 1-24:

- 1. Final Cover;
- 2. Final Drawing Index;
- 3. Final Summary of Quantities;
- 4. Final General, Safety, and Security Notes;
- 5. Final Safety Plan;
- 6. Final Existing Conditions Survey;
- 7. Final Survey Control Plan;
- 8. Final Pavement Typical Sections and Details;

EXHIBIT A-I-37 - 7

- 9. Final Demolition Plans;
- 10. Final Geometry Plans;
- 11. Final Details and Sections of miscellaneous items;
- 12. Final Grading and Paving Plans;
- 13. Final Pavement Marking Plans and Details;
- 14. Final Paving Profiles;
- 15. Final Cross Sections;
- 16. Final Schedule and Phasing Plans;
- 17. Final Maintenance of Traffic (MOT) Plans;
- 18. Final Engineer's Report;
- 19. Final Front End Construction Contract Documents;
- 20. Final Technical Specifications;
- 21. Final Project Construction Cost Estimate;
- 22. Final PowerPoint Presentation;
- 23. DOA review meeting minutes;
- 24. Stakeholder review meeting minutes.

The scope of services includes one (1) team design review meeting, one (1) design review meeting with the DOA, and one (1) stakeholder coordination meeting regarding the project design with the airlines and airport tenants. The meetings with the stakeholders will discuss the project phasing, impacts to airline operations, and maintenance of traffic during construction of the proposed projects. CONSULTANT will update the PowerPoint Presentation presented under Phase 2A for use during the DOA and stakeholder coordination review meetings. The revisions to the PowerPoint Presentation will reflect design updates and decisions made during the previous DOA and stakeholder meetings.

If any further change(s) in the parameters and scope of the project has occurred, which would substantially alter the amount of previous construction cost estimates, then such change(s) will be addressed in a written memorandum prepared by the CONSULTANT to the COUNTY representative.

The CONSULTANT will submit eight (8) half size and two (2) full size copies of the Contract Documents required under this Phase for final review and approval by the COUNTY. The CONSULTANT will submit six (6) full size original drawings signed and sealed by a Registered Florida Professional Engineer. The CONSULTANT will incorporate all dates into the Advertisement and Instructions to Bidders, DBE requirements, etc. filled in and Contract Documents ready to be reproduced and issued to the prospective Bidders. The anticipated duration of this phase is 30 calendar days. See Exhibit "C" for the complete project schedule.

In providing opinions of probable construction costs, the COUNTY understands that the CONSULTANT has no control over costs of the price of labor, equipment or materials, or over the Contractor's method of pricing, and that the opinions of probable construction costs provided herein are to be made on the basis of the CONSULTANT'S qualifications and experience. The CONSULTANT makes no warranty, expressed or implied, as to the accuracy of such opinions to bid or actual costs.

## **Assumptions (Contract Documents):**

1. The Front Ends prepared for the Miscellaneous Airfield Pavement Repairs and Rehabilitation project (Task I-07-PBI-C-029) will be re-used as the basis for the Front Ends for this project.

- 2. The Technical Specifications prepared for the Miscellaneous Airfield Pavement Repairs and Rehabilitation project (Task I-07-PBI-C-029) will be re-used as the basis for the specifications for this project.
- 3. The General, Safety, and Security Notes prepared for the Miscellaneous Airfield Pavement Repairs and Rehabilitation project (Task I-07-PBI-C-029) will be re-used as the basis for the notes for this project.
- 4. The Safety Plan prepared for the Miscellaneous Airfield Pavement Repairs and Rehabilitation project (Task I-07-PBI-C-029) will be re-used as the basis for the plans for this project.
- 5. The Typical Sections and Pavement Repair Details prepared for the Miscellaneous Airfield Pavement Repairs and Rehabilitation project (Task I-07-PBI-C-029) will be re-used as the basis for the sections and details for this project.
- 6. The Pavement Marking Details prepared for the Miscellaneous Airfield Pavement Repairs and Rehabilitation project (Task I-07-PBI-C-029) will be re-used as the basis for the details for this project.

# PHASE 3 BIDDING AND AWARD OF CONTRACT

The Bid and Award Services being provided as part of the Miscellaneous Airfield Pavement Repairs and Rehabilitation project (Task I-07-PBI-C-029) will be supplemented under this task to cover the taxiway and apron repairs and rehabilitation projects. The CONSULTANT will attend one (1) Pre-Bid Conference and one (1) Pre-Bid Site Visit, if necessary, and will assist the COUNTY in obtaining Bids and in the Award of a Contract for all or a portion of the work that was bid pursuant to the Contract Documents. The CONSULTANT will address Bidders questions in an addendum to the Countract Documents, prepare pre-bid agenda and meeting minutes, evaluate bid tabs, and assist the COUNTY in recommending award of the contract. The CONSULTANT will evaluate the low bidders' insurance, licensing and qualifications and provide comments to the COUNTY for their consideration in awarding the project. The anticipated duration of this phase is 90 calendar days. See Exhibit "C" for the complete project schedule.

#### PHASE 4 CONSTRUCTION ADMINISTRATION

The Construction Administration Services being provided as part of the Miscellaneous Airfield Pavement Repairs and Rehabilitation project (Task I-07-PBI-C-029) will be supplemented under this task to cover the taxiway and apron repairs and rehabilitation projects. Construction Administration Services shall be authorized by the Notice-to-Proceed for this project. The CONSULTANT will provide professional services during construction to assist the COUNTY in obtaining a complete project. This project involves the performance of construction administration services for the construction of the Miscellaneous Taxiway and Apron Pavement Repairs and Rehabilitation at Palm Beach International Airport. CONSULTANT will provide project administration for project correspondence, submittal processing, requests for information, change orders, and general administration, as well as monitoring contractor schedules and pay requests. The following scope is for the construction of pavements repairs and rehabilitation on the airfield.

Basic Services will consist of the following:

1. Participation in pre-construction conference and assist with the preparation of pre-construction conference agenda and meeting minutes, 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 project duration is anticipated to be 120 calendar days for construction plus 30 calendar days for project start-up prior to the Contractor's Notice-to-Proceed, 30 calendar days for substantial completion, and 30 calendar days for project close-out after Contractor's final inspection and acceptance. The total project construction budget is anticipated to be in the \$4.0 million range. The pricing of these construction administration services is based upon the total 210 calendar day schedule duration for the project. If the schedule for the project significantly changes, CH2M HILL will resubmit the fee estimate for this work to incorporate a change in the project schedule.
- 3. The man-hour budget was developed based on the need for CONSULTANT to provide ten (10) periodic site visits at four (4) hours per visit. Ten site visits averages to one site visit per week, some weeks will be more and some less.
- 4. Review and approve or take other appropriate action upon the shop drawings, construction schedule, samples, and other submissions furnished by the contractor and submitted to the CONSULTANT. The CONSULTANT will 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) will be taken fifteen (15) calendar days from receipt of submittal by CH2M HILL's Palm Beach Gardens Office. The CONSULTANT will maintain a log of all contractor submittals that will include the submittal date, the action taken, and the date returned.
- 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. 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 generally completed in accordance with the Contract Documents and if each contractor has fulfilled all of its obligations thereunder so that the CONSULTANT may recommend, if applicable, in writing, final payment to each contractor. A maximum of one (1) substantial completion site visit and one (1) final completion site visit is assumed for budgeting purposes.
- 9. The CONSULTANT will assist the COUNTY'S representative in receiving and forwarding to the COUNTY written warranties and related documents assembled by the contractor.
- 10. Provide one (1) set of reproducible drawings and CAD file "record drawings," which will become the property of the COUNTY, corrected to show significant changes made in the work during construction of the project. Such corrections will be based upon "as-built" prints, drawings, field sketches, and other data furnished to the CONSULTANT by the COUNTY and the contractor, upon change orders issued during construction. The CONSULTANT will not provide any verification of the as-built information provided by the COUNTY or contractor. Record drawings will be prepared in part on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the Project was finally constructed. CH2M HILL is not responsible for any errors and omissions in the information from others which is incorporated into the record drawings.

In the event that the COUNTY and the CONSULTANT deem it advisable that all resident construction inspection services on the site, during the project construction, be provided by the CONSULTANT, a Task Authorization, which specifies the services, will be negotiated and approved.

To avoid misunderstandings or questions, the CONSULTANT understands and agrees that the COUNTY shall have the responsibility for the general administration of the construction contract. Accordingly, the CONSULTANT shall not have the authority or responsibility to issue direct

instructions to the contractor, to reject the work done by the contractor, or to require special inspections and/or tests. The CONSULTANT, however, will provide continuing counsel to the COUNTY representative throughout the construction of the project. The anticipated duration of this phase is 250 calendar days. See Exhibit "C" for the complete project schedule.

#### Special Services

Special Services shall be authorized in writing by the COUNTY, describing the scope and fee for the services prior to beginning. Special Services cannot be included as Basic Services because their need or exact scope cannot be fully established until underway.

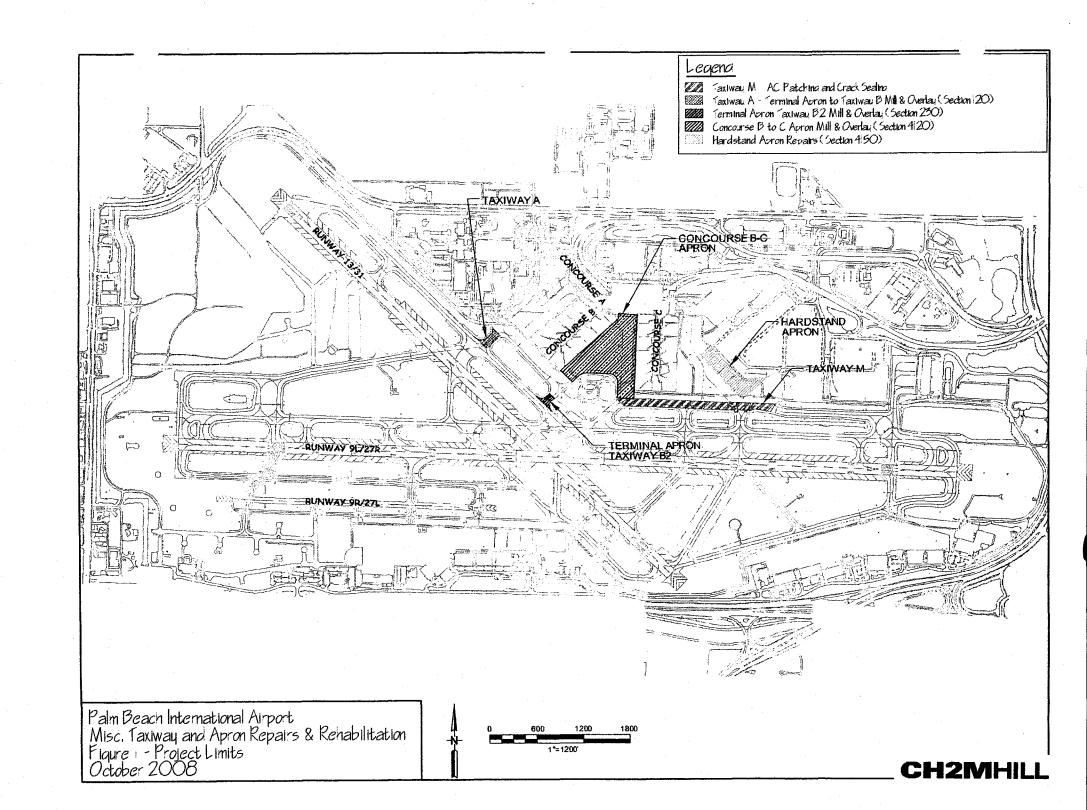
Special Services during Phases 1, 2, 3, and 4 may be, but are not limited to, a selection(s) from the following:

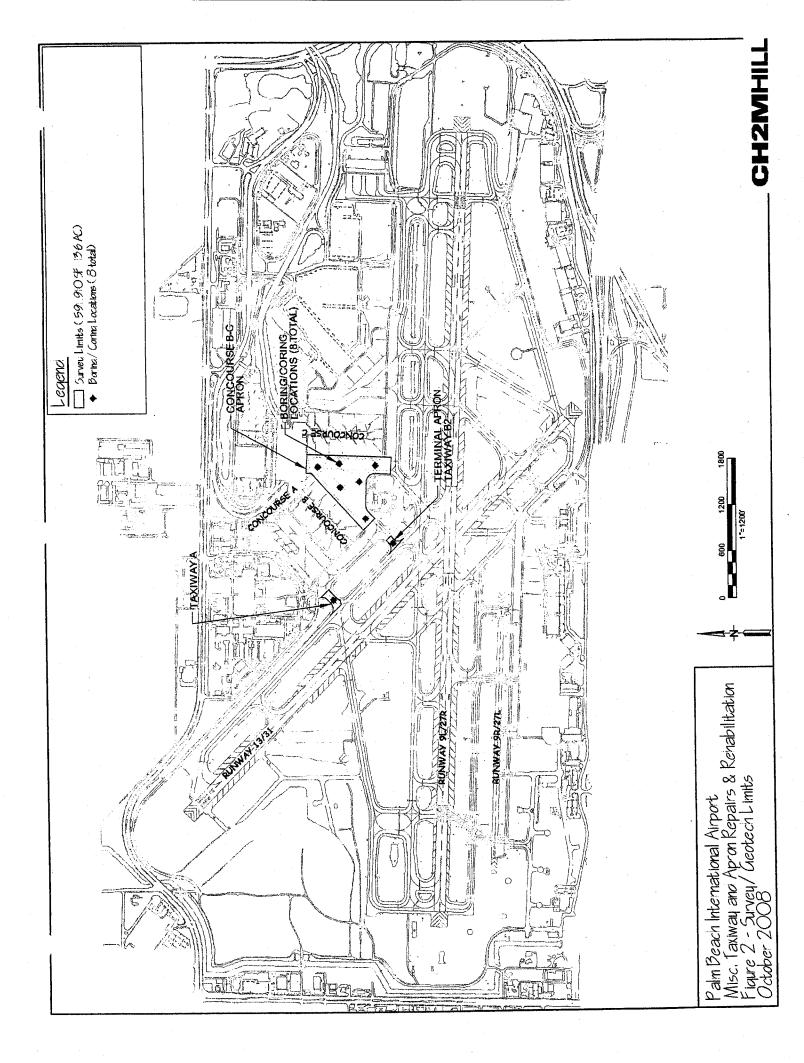
- Perform or obtain the services of a subconsultant to perform subsurface investigations, including
  performance of test borings, soil samples, foundation investigations, testing during construction,
  laboratory analyses of the samples, and engineering analyses not anticipated as Basic Services.
  The CONSULTANT or the subconsultant will prepare a draft final and final report of all findings
  and the CONSULTANT will deliver to the COUNTY representative two (2) copies of the draft
  final and final report.
- 2. Perform or obtain the services of a registered professional land surveyor subconsultant to perform field surveys and investigations in order to establish or verify boundaries and monuments, perform topographic surveys, perform route surveys, prepare property or easement descriptions, perform associated office work under the direction of a registered professional surveyor, and deliver to the COUNTY representative a Mylar of all final plats with field notes in bound standard size field books and electronic format of said information, or in such other form as approved by the COUNTY.
- 3. Make revisions to drawings, specifications, or other documents when such revisions are inconsistent with approvals or instructions previously given by the COUNTY representative.
- 4. Perform or obtain the services of a specialized subconsultant to perform aerial photography and computer mapping.
- 5. Travel to points outside the COUNTY if such travel is reasonably necessary to accomplish the task.
- 6. Prepare special studies and reports, such as environmental documents including representation and testimony at hearings and community meetings, grant applications, etc.
- 7. Provide the services of an independent cost estimator, as a subconsultant, to make a comprehensive cost estimate for the project in a form satisfactory to the COUNTY, which independent cost estimate shall be in addition to the cost estimate prepared by the CONSULTANT.
- 8. Provide, in the event of termination, such services as are reasonable and necessary for preserving partially finished work products or for the recording of work products in a particular manner, including the making of record prints of drawings, etc.
- 9. Assist the COUNTY representative in securing any special licenses or permits, South Florida Water Management District, DER, etc., which may be required for the completion of the project, it being understood by the parties that the fees for said special licenses and permits shall be paid by the COUNTY.
- 10. Reproduce plans, specifications, reports, and other materials other than those reproductions included in the Basic Services and excluding reproduction for the office use of the CONSULTANT and the CONSULTANT'S subconsultants.
- 11. Provide a scale model or renderings of the project when requested by the COUNTY.

12. Provide any other additional services related to the project not otherwise included in the Basic Services of other Special Services and not customarily furnished in accordance with generally accepted architectural and engineering practice.

Special Services may also be requested for the Phase 4 construction phase. These services shall include, but not limited to, the following:

- 1. Consult with the COUNTY concerning replacement of any construction work damaged by fire or other causes and furnish professional services as may be required in connection with the replacement of such work.
- 2. Assist the COUNTY in making arrangements for the work to proceed in the event that the construction contractor is declared in default by the COUNTY for any reason.
- 3. Assist the COUNTY as expert witnesses and/or factual witnesses in any legal proceedings or litigation arising from the development, permitting, or construction of the project. The witnesses shall be designated by and at the sole discretion of the COUNTY Attorney.
- 4. Travel to points outside the COUNTY if such travel is reasonably necessary to accomplish a task.
- 5. Prepare special studies and reports, such as environmental documents, including representation and testimony at hearings and community meetings, grant applications, etc.
- Reproduce plans, specifications, reports, and other materials other than those reproductions
  included in the Basic Services and excluding reproduction for the office use of the
  CONSULTANT and the CONSULTANT'S subconsultants.
- 7. Provide the services of an independent cost estimator, as a subconsultant, to make a comprehensive cost estimate for the project in a form satisfactory to the COUNTY, which independent cost estimate shall be in addition to the cost estimate prepared by the CONSULTANT.
- 8. Provide, in the event of termination, such services as are reasonable and necessary for preserving partially finished work products or for the recording of work products in a particular manner, including the making of record prints of drawings, etc.
- 9. Provide, in the event the project construction exceeds the time stated in the project contract documents, the continuing services required to be accomplished by the CONSULTANT during the construction of the project.
- 10. Provide any other additional services related to the project not otherwise included in the Basic Services of other Special Services and not customarily furnished in accordance with generally accepted architectural and engineering practice.





# EXHIBIT "B" AMENDMENT NO. 10 DETAILED FEES, EXPENSES AND PAYMENTS

# EXHIBIT "B" SUMMARY OF FEES AMENDMENT NO.10

	TASK	BUDGET
TASK I-06-PBI-C-019	Palm Beach International Airport -Environmental Impact Statement (EIS) Planning Support - Supplement No.3	\$ 40,000.00
TASK I-07-PBI-C-029	Palm Beach International Airport - Miscellaneous Airfield Pavement Repairs and Rehabilitation Supplement No. 1	\$ 45,130.00
TASK I-08-PBI-C-032	Palm Beach International Airport - Taxiway F Extension Supplement No. 1	\$ 43,560.00
TASK I-08-PBI-C-036	Palm Beach International Airport - Taxiway F Extension Construction Administration Services	\$ 205,290.00
TASK I-08-PBI-C-037	Palm Beach International Airport - Miscellaneous Taxiway and Apron Pavement Repairs and Rehabilitation	\$ 234,920.00
	TOTAL - TASK I SERVICES	\$ 568,900.00
TASK III -001 Staff Ext	ension	\$ 75,000.00
TASK III -002 Misc. PI	anning and Engineering Services	\$ 40,000.00
	TOTAL - TASK III SERVICES	\$ 115,000.00
	TOTAL CONTRACT AMOUNT	\$ 683,900.00

# 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-06-PBI-C-019 Supplement No. 3 (Environmental Impact Statement (EIS) Planning Support - Supplement No.3)	· <u>-</u>	\$35,000	\$5,000		\$40,000
I-07-PBI-C-029 Supplement No. 1 Palm Beach International Airport - Miscellaneous Airfield Pavement Repairs and Rehabilitation Supplement No.1	-	\$45,130			\$45,130
I-08-PBI-C-032 Supplement No. 1 Palm Beach International Airport - Taxiway F Extension Supplement No. 1	\$43,560				\$43,560
I-08-PBI-C-036 Palm Beach International Airport - Taxiway F Extension Construction Administration Services	-	\$200,160	\$5,130	-	\$205,290
I-08-PBI-C-037 Palm Beach International Airport - Miscellaneous Taxiway and Apron Pavement Repairs and Rehabilitation		\$228,920	\$6,000		\$234,920
TOTALS	\$43,560	\$509,210	\$16,130	-	\$568,900
			T&M SU	JBTOTAL	\$525,340
			LUMP SUM	SUBTOTAL	\$43,560
			TOTA	L COST	\$568,900

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

The Total Time and Materials payment for Task I projects as described in Exhibit "A-I-19", "A-I-29", "A-I-36" and "A-I-37" including labor costs is \$509,210. Reimbursable Expenses for Task I services is \$16,130. The Total Lump Sum payment for Task I projects as described in Exhibit "A-I-32 including labor costs is \$43,560. The Total for Labor and Expenses for Task I services shall be \$568,900.

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

# 2. 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:

Task	Annual Lump Sum Labor Amount	Annual T&M Amount	Annual Lump Sum Expense	Annual Reimbursable Expense	Annual Total Cost
III-08-DOA-C-001 Staff Extension	Annual Maximum Allo	owance		\$75,000	
III-08-DOA-C-002 Misc. Planning and Engineering Services					
	Annual Maximum Alle	owance		\$40,000	,

TOTALS \$115,000

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

# EXHIBIT "B" TABLE I SCHEDULE OF HOURLY LABOR BILLING RATES

The following hourly billing rates are for use during 2009 and apply to the Palm Beach County Department of Airports General Engineering Services Contract.

The CONSULTANT'S key personnel include:

# CONSULTANT: NODARSE & ASSOCIATES

DESCRIPTION	HOURLY BILLING RATES
Principal Engineering/Scientist	\$ 150.00
Threshold Inspector	\$ 145.00
Senior Project Manager	\$ 120.00
Senior Project Engineer	\$ 120.00
Project Engineer	\$ 90.00
Senior Environmental Technician	\$ 60.00
Senior Engineering Technician	\$ 60.00
Engineering Technician	\$ 55.00
Threshold Inspector Representative	\$ 65.00
CADD Operator/Draftsman	\$ 65.00
Secretarial/Word Processing	\$ 47.50
Expert Witness/Testimony	\$ 270.00

DESCRIPTION	UNIT	RATE
DESCRIPTION		

# SOILS TESTS

# A. Compaction and Stabilization

•	1.	Moisture-Density Relationship		
		<ul> <li>a. Standard or Modified Proctor on Soil (AASHTO T-99 or T-180, 4" Mold)</li> </ul>	each	\$ 90.00
		<ul><li>b. Modified Proctor on Limerock (AASHTO T-180, 6" Mold)</li></ul>	each	\$ 90.00
	2.	Laboratory LBR or CBR including Modified Proctor Test	each	\$350.00
	3.	Florida Bearing Value	each	\$ 35.00
B.	Co	mpaction Tests*		
	1.	Calibrated Drive Sleeve Method	each	\$ 25.00
	2.	Sand Cone Method	each	\$ 40.00
	3.	Nuclear Gauge Method *Minimum 4 Tests/Trip	each	\$ 25.00

EXHIBIT B - 5

per hou	• \$	55.00

# C. Sampling for Laboratory Tests

# CONCRETE QUALITY CONTROL, INSPECTION AND TESTING

A.	Inspections of ready mix plants, pre-stressed yards, concrete product plants, and concrete structures.	per hour	\$ 65.00
B.	Mold, transport, cure and test all cylinders or beams including one slump test.		
	4. Set of up to 4 cylinders	per hour & per set	\$ 55.00 \$100.00
	5. Additional cylinders	each	\$ 25.00
	6. Set of 3 beams	per set	\$150.00
	7. Additional Beams	each	\$ 50.00
	8. Waiting beyond one hour of arrival at site	per hour	\$ 55.00
	9. Extra slump test (ASTM C-143)	each	\$ 15.00
	10. Air content-Volumetric Method (ASTM C-231)	each	\$ 20.00
	11. Unit weight of fresh concrete	each	\$ 30.00
C.	Concrete cylinders molded and delivered to Nodarse & Associates laboratory by others, cured, tested and reported. (Up to 4 cylinders)	per set	\$ 75.00
	12. Additional Cylinders	each	\$ 25.00
D.	Concrete cylinders molded by others, picked up, cured, tested and reported by Nodarse & Associates		
	13. Concrete Cylinders	per set	\$ 80.00
	14. Additional Cylinders	each	\$ 20.00
	15. Pick-Up Charge for Travel	per hour	\$ 55.00
E.	Evaluation of In-Place Hardened Concrete		
	16. Obtaining and Testing Hardened-Concrete Cores		
	a. Set-Up Charge	each	\$200.00
	b. Coring (per man)	per hour .	\$ 55.00
	c. Compressive Strength Testing (ASTM C-42)	per core	\$ 65.00
	d. Length Evaluation (ASTM C-174)	per core	\$ 32.00
	17. Windsor Probe Testing	4.	¢ 55.00
	e. Set-Up Charge	each	\$ 55.00 \$ 60.00
	f. In-Place Testing	per hour	φ 00.00
	18. Swiss Hammer Testing		¢ 55.00
	g. Set-Up Charge	per hour	\$ 55.00 \$ 60.00
	h. Testing	each	Ψ 00.00
F.	Concrete Material Testing		
	<ol> <li>Sieve Analysis, Dry, ASTM C-136 Incl. finer than #200 Sieve ASTM C-177</li> </ol>	each	\$ 64.00
	FXHIRIT B - 6		

	20. Specific Gravity, A	STM C-127 or C-128		
	i. Coarse		each	\$ 53.00
	j. Fine		each	\$ 53.00
	21. Absorption, ASTM	C-127 or C-128		
	k. Coarse		each	\$ 60.00
	I. Fine		each	\$ 60.00
	22. Unit Weight, ASTN	/ C-29	each	\$ 26.00
	23. Organic Impurities	Colorimetric (ASTM C-40)	each	\$ 22.00
	24. Effects of Organic	Impurities ASTM C-87	each	\$ 160.00
	25. Clay Lumps in Ago	gregates (AASHTO T-112)	each	\$ 22.00
	26. Soft Particles, AST	ΓM C-142	each	\$ 53.00
	27. Friable Particles, A	ASTM C-142	each	\$ 53.00
	28. Los Angeles, Abra	sion ASTM C-131	each	\$267.00
G.		of Molded Masonry Mortar e Strength (ASTM C-780)		
	29. Set of 3 cubes		per hour	\$ 90.00
	30. Additional cubes		each	\$ 20.00
H.	Sampling and Testing (ASTM C-1019)	Grout for Compressive Strength	•	
	31. Set of 3 prisms		per hour	\$ 90.00
	32. Additional prisms		each	\$ 20.00
l.	Concrete Masonry Uni	ts		
	33. Compressive Stre	ngth (ASTM C-140)	each	\$ 75.00
	34. Absorption and M	oisture Content (ASTM C-150)	each	\$ 55.00
J.	Testing and Evaluatio	n of Lightweight Insulating Concrete		
		ting samples of lightweight insulating onstruction (ASTM C-495)		
	m. Set of 3 comp cylinders	pressive strength and dry unit weight	per set	\$100.00
	n. Wet unit weig	ht tests of plastic insulating concrete	each	\$ 30.00
		ting samples of hardened in-place ing concrete (ASTM C-153)*	Quoted on Project Requirements	

<sup>\*</sup>Roofing cuts and patching to be done by roofing contractor and this cost is not included in test and evaluation.

# SOIL-CEMENT DESIGN AND CONSTRUCTION

K. Laboratory determination of optimum cement content to produce a structurally sound soil-cement base for road construction. Standard Proctor Test (AASHTO T-134) and preparing, curing and testing two specimens each at 3 varying

EXHIBIT B - 7

	cement contents, in accordance with a Modified version of PCA's "Short Cut Procedures for Sandy Soils".	each	\$ 500.00
Ł.	Soil-Cement Design, using Wet/Dry-Freeze/Thaw Test Methods as described by Portland Cement Association.	each	\$2,000.00
М.	Construction monitoring including resident inspection during application and processing of soil-cement.  o. Laboratory Compressive Strength Tests (Set of up to 3)	per hour per set	\$ 55.00 \$ 65.00
N.	Evaluation of In-Place Soil Cement		
	37. Walk-Through Inspection	per hour	\$ 65.00
	<ul> <li>38. Obtaining and Testing In-Place Soil Cement Cores</li> <li>p. Set-Up Charge</li> <li>q. Coring (per man)</li> <li>r. Compressive Strength Testing</li> <li>s. Length Evaluation</li> </ul>	each per hour per core per core	\$ 125.00 \$ 55.00 \$ 65.00 \$ 32.00
ASPH	ALT MIXTURES		
О.	Bitumen Content	each	\$ 85.00
P.	Gradations of Extracted Aggregates	each	\$ 65.00
Q.	Marshall Stability (includes density, flow and stability of 3 specimens)	each	\$120.00
R.	Items A, B and C above	each	\$245.00
S.	Core Density and Thickness Determination t. Coring Equipment Mobilization u. Coring (per man) v. Density and Thickness Testing	each per hour per core	\$300.00 \$ 55.00 \$ 60.00
T.	Asphalt Plant/Paving Inspections	per hour	\$ 65.00
STRU	CTURAL STEEL INSPECTION AND TESTING		
U.	Visual inspection on structural steel weldments and monitoring of welding processes in accordance with A.W.S. D1.1.	per hour	\$ 75.00
V.	Mechanical testing of A-325 of A-490 high strength bolted connections in accordance with AISC standards.	per hour	\$ 75.00
W.	Magnetic particle, dye penetrant, and radiographic examination of weldments	Price Based or Of Requiremer Condition of ea	its and
. <b>X.</b>	Inspection and thickness checks of fire-proofing material applied to structural steel.	per hour	\$ 65.00
Y.	Special scaffolding, high lifts, etc., if required, will be furnished by us on a cost plus basis.	Cost +15%	
	EVENDIT D O		

EXHIBIT B - 8

Z.	Visual inspection of reinforcing steel to verify the size, number, spacing, securement, grade and placement conform to the project plans and specifications.	per hour	\$ 65.00
A	A. Observation of placement and securement of post-tension tendons and/or tensioning operations, including measurements of elongations and monitoring jacking force to each tendon.	per hour	\$ 65.00
В	<ol> <li>Threshold inspection services performed by threshold inspectors representative.</li> </ol>	per hour	\$ 65.00
GEO	TECHNICAL FIELD SERVICES		
Α	Mobilization (Truck Mounted Drill Rig)	each	\$350.00
В	Standard Penetration Test Borings (0-50 ft)	per I.ft.	\$12.00
	(50-100 ft)	per I.ft.	\$ 15.00
C	. Grout Boreholes (0-50 ft)	per I.ft.	\$ 5.00
	(50-100 ft)	per I.ft.	\$ 6.00
, [2	. Pavement Cores	each	\$ 350.00
LAB	ORATORY TESTING SERVICES		
Þ	. Natural Moisture Content	each	\$12.00
E	. Grain Size Analysis	each	\$75.00
C	c. Organic Content Tests	each	\$40.00
Ε	). Atterberg Limits Tests	each	\$75.00

# NOTES:

Hourly rates for technicians are portal to portal.

An overtime multiplier of 1.5 will be applied to the above rates for any work performed between 6:00 p.m. to 7:00 a.m., weekends, holidays and over 8 hours/day. Rates for services not listed will be provided, as requested. А. В.

C.

# EXHIBIT "D" AMENDMENT NO. 10 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 :	8-Dec-08				
THIS FORM MUST ACCO	MPANY "LETTER OF INTENT TO PERFO	DEM BY DDE SUBCO	NCIII ATANTO	H	
11101011111111001 2000	MI ANT CETTER OF MICENT TO PERF	JKW 61 DBC 30BCO	NOULATANTO		
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 Permiting		10.97%		
2. Brown & Phillips 901 Northpoint Parkway Suite 119 West Palm Beach, FL 33407 561-615-3988	Land Surveying	3.32%			
3. C & N Environmental Consultants, Inc. 612 N. Orange Ave., A-B Jupiter, Florida 33458 (561) 744-7420	Environmental			1.39%	
4. Hillers Electrical Engineering 23257 State Road 7 , Suite 100 Boca Raton, FL 33428 (561) 451-9165	Electrical Engineering		8.88%		
5. Nodarse & Associates, Inc. 2448 Metrocentre Blvd. West Palm Beach, FL 33407 (561) 616-0870	Geotechnical		10.27%		
	TOTAL	3.32%	30.11%	1.39%	0.00%
Total % Participation		34.82%			

# LETTER OF INTENT TO PERFORM AS DBE CONSULTANT

TO: CH2M HILL, INC.
(NAME OF RRIME CONSULTANT)
3001 PGA BOULEVARD, SUITE 300, PALM BEACH GARDENS, FLORIDA 33410
(ADDRESS)
THE PROCESS AND THE PROCESS AN
CONTACT PERSON AND TITLE: TERRY A. RUHL, P.E., PROGRAM MANAGER
FROM: A.D.A. Engineering, Inc. (NAME OF SUBCONSULTANT)
(NAME OF SUBCONSULTANT)
1800 Old Okeechobee Road, Suite 202, West Palm Beach, FL 33409
(ADDRESS)
CONTACT PERSON AND TITLE: Ivette O. Argudin, Vice President
The undersigned intend to perform work in connection with the above project as (check one):
An individual X A corporation
A partnership A joint venture
The undersigned is certified by Palm Beach County Department of Airports as a WBE. Certification date: <u>Expires 08/2009</u> .
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):
Stormwater and Environmental
Which is _10.97_% 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 DEPARTMENT OF AIRPORTS: GENERAL CONSULTING SERVICES
A.D.A. Engineering, Inc. (305) 551-4608
(NAME OF DBE CONSULTANT FIRM) (TELEPHONE #)
BY: Justa O. Christer 12/17/08
(SIGNATURE OF REPRESENTATIVE) (DATE)
Total O Ameridia Vias Provident
Ivette O. Argudin, Vice President

ADA\_ENG\_AMENDNO10,DOC

# **BizNet Profile: A D A ENGINEERING INC**

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

BizNet Copyright 1995-2005 Business Innovations Plus, Inc. All Rights Reserved.

6/9/2008

# LETTER OF INTENT TO PERFORM AS DBE CONSULTANT

TO: CH2M HILL, INC.
(NAME OF RRIME CONSULTANT)
3001 PGA BOULEVARD, SUITE 300, PALM BEACH GARDENS, FLORIDA 33410
(ADDRESS)
CONTACT PERSON AND TITLE: TERRY A. RUHL, P.E., PROGRAM MANAGER
FROM: Brown & Phillips
(NAME OF SUBCONSULTANT)
901 Northpoint Parkway, Suite 305, West Palm Beach, FL 33407
(ADDRESS)
CONTACT PERSON AND TITLE: Anthony Brown, CEO
The undersigned intend to perform work in connection with the above project as (check one):
An individual X A corporation
A partnership A joint venture
The undersigned is certified by Palm Beach County Department of Airports as a MBE. 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):
Land Surveying
Which is 3.32 % 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 DEPARTMENT OF AIRPORTS: GENERAL CONSULTING SERVICES
Brown & Phillips (561) 615-3988
(NAME OF DBE CONSULTANT FIRM) (TELEPHONE #)
BY: Unthony Bron 12/16/08
(SIGNATURE OF REPRESENTATIVE) (DATE)
Anthony Brown, CEO
(NAME & TITLE OF SIGNATURE REPRESENTATIVE)

BROWN\_PHILLIPS\_AMENDNO10



CHARLIE CRIST GOVERNOR 605 Suwannee Street Tallahassee, FL 32399-0450 STEPHANIE C. KOPELOUSOS SECRETARY

January 7, 2008

Anthony Brown, CEO BROWN & PHILLIPS, INC. 901 Northpoint Parkway, Suite 305 West Palm Beach, Florida 33407

Dear Mr. Brown:

The Florida Department of Transportation has reviewed your application for qualification package and determined that the data submitted is adequate to qualify your firm for the following types of work:

Group 8 - Survey and Mapping

8.2 - Design, Right of Way & Construction Surveying

8.4 - Right of Way Mapping

Your firm is now qualified to do work for the Department for minor projects only. This level of qualification allows consultants to compete for minor projects with fees estimated at below \$250,000.00.

Your Notice of Qualification shall be valid for one year from the date of this letter. We will automatically notify your firm 45 to 60 days prior to your update deadline.

Should you have any questions, please feel free to contact me at 850/414-4485.

Sincerely,

Lorraine E. Odom
Professional Services

maine & Colom

Qualification Administrator

LEO/smr

www.dot.state.fl.us



CHARLIE CRIST GOVERNOR 605 Suwannee Street Tallahassee, FL 32399-0450 STEPHANIE C. KOPELOUSOS SECRETARY

February 11, 2008

# Certified Mail - Return Receipt Requested

Brown & Phillips, Inc. Mr. Anthony(Tony) Brown 901 Northpoint Pkwy, Ste. 305 West Palm Beach FL 33407

# **ANIVERSARY DATE- Annually on October 28**

Dear Mr. Brown:

The Florida Department of Transportation [FDOT] is pleased to announce that your firm is certified under the Florida Unified Certification Program [UCP] as Disadvantaged Business Enterprise [DBE] in accordance with Part 49 Section 26, Code of Federal Regulations.

DBE certification is continuing, but is contingent upon the firm maintaining its eligibility annually through this office. You will be notified of your annual responsibilities in advance of the Anniversary Date. You must submit the annual AFFIDAVIT FOR CONTINUING ELIGIBILITY no later than the Anniversary Date. Failure to do so will result in immediate action to decertify the firm.

Only those firms listed in the UCP DBE Directory, are certified by Florida UCP Members. Prime contractors and consultants should verify your firms DBE certification status, and identify the only work area(s) for which the firm is DBE eligible, through this Directory.

Your firm will be listed in Florida's UCP DBE Directory which can be accessed via the internet, at <a href="http://www.bipincwebapps.com/biznetflorida/">http://www.bipincwebapps.com/biznetflorida/</a> or through The Department' website at <a href="http://www.dot.state.fl.us/equalopportunityoffice">www.dot.state.fl.us/equalopportunityoffice</a>, then select "DBE Directory."

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, consultant, sub-consultant or material supplier.

RECYCLED PAPER

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 businesses or individuals or physical location of the firm, you must notify this office, in writing, within (30) days. Notification should include supporting documentation. You will receive timely instruction from this office as to how you should proceed, if necessary.

Your firm is eligible to compete for, and perform, work on all USDOT Federal Aid projects throughout Florida, and may earn DBE credit for work performed in the following areas:

NAICS:

**FDOT Specialty Code & Description** 

541370

946-Land Surveying and Mapping Services

All questions or concerns should be directed to this office by mail or telephone. Our telephone number is (850) 414-4747. Our Fax number is (850) 414-4879.

Sincerely,

John Goodeman

DBE Certification Manager

# LETTER OF INTENT TO PERFORM AS DBE CONSULTANT

TO: CH2M HILL, INC.
(NAME OF RRIME CONSULTANT)
3001 PGA BOULEVARD, SUITE 300, PALM BEACH GARDENS, FLORIDA 33410
(ADDRESS)
CONTACT PERSON AND TITLE: TERRY A. RUHL, P.E., PROGRAM MANAGER
FROM: C&N Environmental Consultants Inc
(NAME OF SUBCONSULTANT)
612 N. Orange Avenue, A-B. Jupiter , Florida 33407
(ADDRESS)
CONTACT PERSON AND TITLE: Cheryl Carpenter - President
The undersigned intend to perform work in connection with the above project as (check one):
An individual X A corporation
A partnership A joint venture
The undersigned is certified by Palm Beach County Department of Airports as a DBE. Certification date: D7 117 2009  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):
Geotechnical Engineering
Which is _1.39_% 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 DEPARTMENT OF AIRPORTS: GENERAL CONSULTING SERVICES
C&N Environmental Consultants Inc. (561) 744-7420  (NIAME OF DRE CONSULTANT FIRM) (TELEPHONE #)
BY: (SIGNATURE OF REPRESENTATIVE) (TELEPHONE #)  (TELEPHONE #)  (DATE)
Cheryl Carpenter - President
(NAME & TITLE OF SIGNATURE REPRESENTATIVE)

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



COUNTY ADMINISTRATOR
Robert Welsman

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

**k** 

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 <a href="http://www.bipincwebapps.com/biznetflorida/">http://www.bipincwebapps.com/biznetflorida/</a>. 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 Paim Beach International Airport
West Paim Beach, FL 33406-1470
(581) 471-7412 FAX: (561) 471-7427
. www.pbla.org

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

Z00 🛭

printed on recycled paper

DEPARTMENT OF AIRPORTS

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,

Notye Brewington, MCA

S/DBE Manager

# LETTER OF INTENT TO PERFORM AS DBE CONSULTANT

TO: CH2M HILL, INC.	
(NAME OF RRIME CONSULTANT)	
3001 PGA BOULEVARD, SUITE 300, PALM BEACH GARDENS, FLORIDA 33410	
(ADDRESS)	
CONTACT PERSON AND TITLE: TERRY A. RUHL, P.E., PROGRAM MANAGER	
FROM: Hillers Electrical Engineering, Inc.	
(NAME OF SUBCONSULTANT)	
23257 State Road 7, Suite 100, Boca Raton, FL 33428	
(ADDRESS)	
CONTACT PERSON AND TITLE: Paul Hillers, President	
The undersigned intend to perform work in connection with the above project as (check one	) <b>:</b> .
An individual X A corporation	
A partnership A joint ventur	2
The undersigned is certified by Palm Beach County Department of Airports as a DBE. 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):  Electrical Engineering  Which is8.88_% 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 DEPARTEMENT OF AIRPORTS: GENERAL CONSULTING SERVICES	
Hillers Electrical Engineering, Inc. 561-451-9165	
(NAME OF DBE CONSULTANT FIRM) (TELEPHONE #	·)
BY: 12-08-08	
(SIGNATURE OF PRERESENTATIVE) (DATE)	,
Paul Hillers, President	
(NAME & TITLE OF SIGNATURE REPRESENTATIVE)	

HILLERS\_AMENDNO10.DOC



CHARLIE CRIST GOVERNOR

605 Suwannee Street Tallahassee, FL 32399-0450 STEPHANIE C. KOPELOUSOS SECRETARY

January 7, 2008

# Certified Mail - Return Receipt Requested

Hillers Electrical Engineering, Inc. Mr. Paul Hillers 23257 State Road 7, Suite 100 Boca Raton FL 33428

# **ANIVERSARY DATE- Annually on September 14**

Dear Mr. Hillers:

The Florida Department of Transportation [FDOT] is pleased to announce that your firm is certified under the Florida Unified Certification Program [UCP] as a Disadvantaged Business Enterprise [DBE] in accordance with Part 49 Section 26, Code of Federal Regulations.

DBE certification is continuing, but is contingent upon the firm maintaining its eligibility annually through this office. You will be notified of your annual responsibilities in advance of the Anniversary Date. You must submit the annual AFFIDAVIT FOR CONTINUING ELIGIBILITY no later than the Anniversary Date. Failure to do so will result in immediate action to decertify the firm.

Only those firms listed in the UCP DBE Directory, are certified by Florida UCP Members. Prime contractors and consultants should verify your firms DBE certification status, and identify the only work area(s) for which the firm is DBE eligible, through this Directory.

Your firm will be listed in Florida's UCP DBE Directory which can be accessed via the internet, at <a href="http://www.bipincwebapps.com/biznetflorida/">http://www.bipincwebapps.com/biznetflorida/</a> or through The Department' website at <a href="http://www.dot.state.fl.us/equalopportunityoffice">www.dot.state.fl.us/equalopportunityoffice</a>, then select "DBE Directory."

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, consultant, sub-consultant or material supplier.

RECYCLED PAPER

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 businesses or individuals or physical location of the firm, you must notify this office, in writing, within (30) days. Notification should include supporting documentation. You will receive timely instruction from this office as to how you should proceed, if necessary.

Your firm is eligible to compete for, and perform, work on all USDOT Federal Aid projects throughout Florida, and may earn DBE credit for work performed in the following areas:

NAICS: FDOT Specialty Code & Description
541330 942-Electrical Engineering Services

All questions or concerns should be directed to this office by mail or telephone. Our telephone number is (850) 414-4747. Our Fax number is (850) 414-4879.

Sincerely,

John Goodeman

**DBE** Certification Manager



# State of Florida Minority Business Enterprise Certification

Hillers Electrical Engineering, Inc.

is certified as a Minority Business Enterprise under the provisions of Chapter 287, Florida Statutes for a one year period from:

February 8, 2008 to

February 8, 2009

Police Director

Florida Department of Management Services
Office of Supplier Diversity

# LETTER OF INTENT TO PERFORM AS DBE CONSULTANT

TO: CH2M HILL, INC.
(NAME OF RRIME CONSULTANT)
3001 PGA BOULEVARD, SUITE 300, PALM BEACH GARDENS, FLORIDA 33410
(ADDRESS)
CONTACT PERSON AND TITLE: TERRY A. RUHL, P.E., PROGRAM MANAGER
FROM: Nodarse & Associates, Inc.
(NAME OF SUBCONSULTANT)
2448 Metrocentre Blvd., West Palm Beach, FL 33407
(ADDRESS)
CONTACT PERSON AND TITLE: Fouad S. Masri, Senior Vice President
The undersigned intend to perform work in connection with the above project as (check one):
A partnership A joint venture
The undersigned is certified by Palm Beach County Department of Airports as a WBE. Certification date: 02/28/09  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):  Geotechnical Engineering  Which is _10.27% 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 DEPARTMENT OF AIRPORTS: GENERAL CONSULTING SERVICES  Nodarse & Associates Inc. (561) 616-0870
Nodarse & Associates, Inc. (561) 616-0870  (NAME OF DBE CONSULTANT, FIRM) (TELEPHONE #)
(1222 130 12)
BY: December 16, 2008
(SIGNATURE OF REPRESENTATIVE) (DATE)
Fouad S. Masri, Senior Vice President  (NAME & TITLE OF SIGNATURE REPRESENTATIVE)
IN A ME AT LITTE OF TRANSFILMS INDICATED AND AND AND AND AND AND AND AND AND AN

NODARSE\_AMENDNO10 (3)



CHARLIE CRIST GOVERNOR 605 Suwannee Street Tallahassee, FL 32399-0450 STEPHANIE C. KOPELOUSOS SECRETARY

July 18, 2008

# Certified Mail - Return Receipt Requested

Nodarse & Associates, Inc. Ms. Leila Nodarse 1675 Lee Road Winter Park FL 32789

# ANNIVERSARY DATE - Annually on February 28

Dear Ms. Nodarse:

The Florida Department of Transportation [FDOT] is pleased to announce that your firm is certified under the Florida Unified Certification Program [UCP] as a Disadvantaged Business Enterprise [DBE] in accordance with Part 49 Section 26, Code of Federal Regulations.

DBE certification is continuing, but is contingent upon the firm maintaining its eligibility annually through this office. You will be notified of your annual responsibilities in advance of the Anniversary Date. You must submit the annual AFFIDAVIT FOR CONTINUING ELIGIBILITY no later than the Anniversary Date. Failure to do so will result in immediate action to decertify the firm.

Only those firms listed in the UCP DBE Directory, are certified by Florida UCP Members. Prime contractors and consultants are urged to verify your firm's current certification status of the firm through this Directory.

Your firm will be listed in Florida's UCP DBE Directory which can be accessed via the internet, at <a href="http://www.bipincwebapps.com/biznetflorida/">http://www.bipincwebapps.com/biznetflorida/</a> or through The Department' website at <a href="http://www.dot.state.fl.us/equalopportunityoffice">www.dot.state.fl.us/equalopportunityoffice</a>, then select "DBE Directory."

DBE certificationis 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's a DBE contractor, sub-contractor, consultant, sub-consultant or material supplier.

(S) RECYCLED PAPER

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 businesses or individuals or physical location of the firm, you must notify this office, in writing, within (30) days. Notification should include supporting documentation. You will receive timely instruction from this office as to how you should proceed, if necessary.

Your firm is eligible to compete for, and perform, work on all USDOT Federal Aid projects throughout Florida, and may earn DBE credit for work performed in the following areas:

NAICS:

FDOT Specialty Code & Description

237310

190-Miscellaneous Construction Services,
Drilling, Boring

Questions and concerns should be directed to this office by mail or telephone. Our telephone number is (850) 414-4747. Our Fax number is (850) 414-4879.

Sincerely,

John Goodeman

**DBE** Certification Manger