



**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2010	2011	2012	2013	2014
Capital Expenditures	\$1,723,324	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues (Grants)	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<b>\$1,723,324</b>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes \_\_\_\_\_ No X

Budget Account No: Fund \_\_\_\_\_ Department \_\_\_\_\_ Unit \_\_\_\_\_ Object \_\_\_\_\_  
Reporting Category \_\_\_\_\_

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

Approval of this item will authorize the expenditure of \$1,723,324. Certain tasks may be eligible for grant and PFC funding. Included is a transfer from Reserves of \$1,723,324.

C. Departmental Fiscal Review: CM Simms

**III. REVIEW COMMENTS**

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

The term of this agreement is from October 6, 2009 through October 5, 2011.

OFMB 9/15/09 9/10 VA 9/15/09

Dr. J. Powell 9/17/09  
Contract Dev. and Control  
E. Jones 9/17/09

**B. Legal Sufficiency:**

James C. [Signature] 9/21/09  
Assistant County Attorney

This Contract complies with our contract review requirements.

**C. Other Department Review:**

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

**CONTRACT FOR AIRPORT CONSULTING SERVICES**

**FOR**

**THE PALM BEACH COUNTY DEPARTMENT OF  
AIRPORTS**



**PALM BEACH COUNTY**

**Prepared by**

**RICONDO  
& ASSOCIATES**

**RICONDO & ASSOCIATES, INC.**

**August 12, 2009**

**ATTACHMENT A**  
**CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES**

**CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES**

This Contract is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between **Palm Beach County**, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the **COUNTY**, and **Ricondo & Associates, Inc.**, [ ] an individual, [ ] a partnership, [X] an Illinois corporation authorized to do business in the State of Florida, hereinafter referred to as the **CONSULTANT**, whose Federal I.D. is 36-3663903.

In consideration of the mutual promises contained herein, the COUNTY and the CONSULTANT agree as follows:

**ARTICLE 1 - SERVICES**

The CONSULTANT'S responsibility under this Contract is to provide professional/consultation services in the area of Airport General Consulting, including but not limited to architecture, engineering, planning, construction management and inspection, and financial planning and consulting, as more specifically set forth in the Scope of Work detailed in Exhibit "A".

The COUNTY'S representative/liaison during the performance of this Contract shall be Mr. Gary M. Sypek, telephone no. 561-471-7474.

The CONSULTANT'S representative/liaison during the performance of this Contract shall be Mr. Pete Ricondo, P.E., telephone no. 305-677-0370.

**ARTICLE 2 - SCHEDULE**

The CONSULTANT shall commence services upon execution of this Contract and written Notice To Proceed from COUNTY. The term of this Contract shall be two (2) years, with two (2) one (1)-year renewal options, the exercise of which are within COUNTY'S sole control and discretion. Continued performance of on-going services related to tasks authorized prior to the expiration of the Contract shall extend the term presented above to allow completion of the task. If required, an Amendment to the Contract may be issued to expand the scope of services to include any additional services needed to complete a task authorized prior to expiration of this Contract.

Reports and other items of work shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "C" and in individual Task Authorizations

**ARTICLE 3 - PAYMENTS TO CONSULTANT**

- A. The COUNTY agrees to compensate the CONSULTANT on a lump sum and time and materials basis as described for each Task and in accordance with the pricing set forth in Exhibit "B" attached hereto and incorporated by reference herein. The Total Not-to-Exceed amount to paid to CONSULTANT for this Contract shall be **\$1,723,324.00** (One Million Seven Hundred Twenty-Three Thousand Three Hundred Twenty-Four Dollars and no cents), as described in Exhibit B, attached. Expenses incurred during the course of performance of this contract, including, but not limited to, out-of-pocket expenses for travel, postage, express mail, and contracted reproduction services, shall be calculated as a lump sum percentage of the labor cost, or itemized and invoiced separately as described for each Task.

The Scope of Services, Prices and payments to CONSULTANT for year two (2) of the Contract shall be negotiated by the parties prior to the expiration of year one (1) and as the specific services needed for year two (2) can be better defined. The Scope of Services and payments for year two (2) shall be set forth in a

written amendment to this contract. This process shall be followed with regard to the one (1) year renewal options, if exercised.

CONSULTANT shall notify the COUNTY'S representative in writing when 90% of this amount has been reached. The CONSULTANT will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billing for partially completed items is permitted, the total billing shall not exceed the estimated percentage of completion as of the billing date.

- B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.
- C. All requests for payment of "out-of-pocket" reimbursable expenses (excluding Lump Sum Expenses) eligible for reimbursement under the terms of this Agreement shall include copies of said receipts, invoices, or other documentation acceptable to the Palm Beach County Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the scope of work described in this Agreement. Mileage charges shall identify the destination, number of miles, rate, and purpose of travel. Duplication charges shall describe the documents, purpose of duplicating, and rate charged. Any travel, per diem, mileage, meals, or lodging expenses, which may be reimbursable under the terms of this Agreement, will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.
- D. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the COUNTY. This shall constitute CONSULTANT'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the CONSULTANT.

#### **ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE**

Signature of this Contract by the CONSULTANT shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the CONSULTANT'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The COUNTY shall exercise its rights under this Article 4 within three (3) years following final payment.

#### **ARTICLE 5 - TERMINATION**

This Contract may be terminated by the CONSULTANT upon thirty (30) days prior written notice to the COUNTY'S representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the

COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the COUNTY the CONSULTANT shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

The CONSULTANT acknowledges that failure to comply with the conditions, specifications, or terms of this contract, or failure to timely and responsibly correct such non-compliance, will result in referral of the matter to the Director of Purchasing for consideration of suspension or debarment in accordance with the provisions of Palm Beach County Code Section.

Notwithstanding any breach of this Contract by either party nor the status of payment to the CONSULTANT, nor the COUNTY'S exercise of its rights of termination, it is hereby agreed between the parties that the copies of any and all property, work product, documentation, reports, computer systems and software, schedules, graphs, outlines, books, manuals, logs, files, deliverables, photographs, videos, tape recordings or data relating to this Contract which has been created as a part of CONSULTANT'S services, or authorized by the COUNTY as a reimbursable expense, whether generated directly by the CONSULTANT, or by or in conjunction or consultation with any other party whether or not a party to this Contract, whether or not in privity of contract with the COUNTY or CONSULTANT, and wherever located shall be the property of the COUNTY.

#### **ARTICLE 6 – STANDARD OF CARE**

The CONSULTANT has, during the selection and negotiation process which has preceded this agreement, represented to the COUNTY that the CONSULTANT is possessed of an equivalent or superior level of skill, knowledge, experience and expertise as compared to that of other engineers in CONSULTANT'S area of practice. The CONSULTANT acknowledges that the COUNTY has relied on the CONSULTANT'S representations of skill, knowledge, experience and expertise. By executing this Contract, the CONSULTANT agrees that the CONSULTANT will exercise the degree of skill, knowledge, experience and expertise, which the CONSULTANT has claimed. The CONSULTANT shall perform such duties as may be assigned without neglect. The CONSULTANT accepts the relationship of trust and confidence established by the Contract, and covenants with the COUNTY to cooperate with the COUNTY and to utilize the CONSULTANT'S best skill, efforts and judgment in furthering the interests of the COUNTY. The CONSULTANT agrees to perform each assignment in the best, most efficient and economical manner consistent with the COUNTY'S interests.

The CONSULTANT further contracts with the COUNTY to furnish its professional skill and judgment with due care in accordance with applicable Federal, State and local laws, codes and regulations as amended and supplemented which are in effect on the date of this Contract first written. It is specifically understood that the Accessibility provisions of the Americans With Disabilities Act (ADA) shall be complied with and incorporated into the Contract.

Although specific provisions of this Contract refer to some services with terms such as "complete", "accurate", "full extent", "highest", "in detail", "verify", "certify", "represent", "substantiate", "inspect", "monitor", "discover", "as often as necessary", "approve", "accept", "reject", and "enforce", such terms and similar terms shall be qualified by the standard of care stated in the preceding two paragraphs.

The CONSULTANT shall not be responsible for the means, methods, techniques, sequences and operations of construction and safety precautions and programs except as provided in the Construction Documents.

**ARTICLE 7 - SUBCONTRACTING**

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONSULTANT is encouraged to seek Disadvantaged Business Enterprises for participation in subcontracting opportunities. For services rendered by subcontractors retained by the CONSULTANT in connection with all services, the COUNTY shall pay the actual subcontractor fees to be paid by the CONSULTANT for these services.

The following SUBCONSULTANTS are anticipated to be utilized by the CONSULTANT, as necessary and approved by the COUNTY, to assist in the completion of various task authorizations:

- A.D.A Engineering, Inc. (MBE/DBE) – Construction Inspection and Administration
- BND Engineers, Inc (BBE/DBE) – Civil Engineering (utilities). Permitting and Agency Coordination
- Brown & Phillips, Inc. (MBE/DBE) – Surveying
- Cyriacks Environmental Consulting Services (MBE) – Environmental Services
- Hillers Electrical Engineering (HBE) – Airfield Electrical Engineering / NAVAIDS
- Nodarse & Associates, Inc. (WBE) – Geotechnical / Quality Assurance Testing

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

In accordance with the Department of Transportation Federal Regulations, CFR 49, Part 26 and Palm Beach COUNTY Disadvantaged Business Enterprise (DBE) Ordinance #91-34, the CONSULTANT agrees to the DBE participation for this contract as specified below:

{Defined By Task Authorization}	% Black Participation
“	% Hispanic Participation
“	% Women Participation
”	% Other (to be used in any category)

At Least 25% DBE Participation In Total Contract  
(based on dollar value of compensation)

The CONSULTANT agrees to abide by all provisions of the Department of Transportation Federal Regulations and Palm Beach County Code and understands that failure to comply with any of the requirements will be considered a breach of contract.

The CONSULTANT hereby warrants that Schedule 1 (Participation by Disadvantaged Business Enterprises) and Schedule 2 (Letter of Intent) attached hereto and made a part hereof, include the names, addresses, scope of work, and dollar value of the DBE participation signed by each of the listed DBE subconsultants on Schedule 1 agreeing to perform the contract at the listed dollar value.

The CONSULTANT understands that each DBE firm utilized on this contract must be certified by Palm Beach County Department of Airports in order to be counted toward the contract goal.



The CONSULTANT understands that it is the responsibility of the Department awarding the Contract and the Airport's Minority Affairs Office to monitor compliance with the DBE Ordinance requirements. The CONSULTANT shall furnish progress payment reports, with each billing, to the COUNTY Representative for use of both parties on the progress of the DBE participation for this contract.

The CONSULTANT shall provide the Airport's Minority Affairs Office a copy of the CONSULTANT'S contract with the DBE subconsultant or any other related documentation upon request.

CONSULTANT acknowledges and understands the requirements to comply with the tasks and proportionate dollar amounts throughout the term of the contract as it relates to the use of DBE firms. Any DBEs, which cease to remain associated with this Contract, shall be replaced with other certified DBEs, unless approval to the contrary is granted by the COUNTY. A detailed written request must be submitted to the COUNTY for approval for all substitutions of subconsultants.

The CONSULTANT understands the requirements to comply with the tasks and proportioned dollar amounts throughout the term of the contract as it relates to the use of DBE firms.

The CONSULTANT acknowledges and understands that it is prohibited from making any agreements with the DBE in which the DBE promises not to provide subconsultants quotations to other bidders or potential bidders.

CONSULTANT will only be permitted to replace a certified DBE subcontractor who is unwilling or unable to perform. Such substitutions must be done with another certified DBE in order to maintain the DBE percentages established in this contract. If CONSULTANT cannot find a certified DBE to replace the originally proposed DBE, the CONSULTANT must establish that it has exercised good faith efforts in an attempt to do so. Requests for substitutions of DBE must be submitted to the COUNTY'S representative, with a copy to the Airport's Minority Affairs Office.

The CONSULTANT shall maintain all relevant records and information necessary to document compliance with the Federal Regulations, CFR 49 - Part 26 and Airports' DBE Program and will allow the COUNTY to inspect such records.

The CONSULTANT shall certify in writing that all subcontractors, subconsultants and suppliers have been paid for accepted work and materials from previous progress payments received by the CONSULTANT prior to receipt of any further progress payments. During the Contract and upon completion of the Contract, the COUNTY may request documentation to certify payment to subcontractors, subconsultants or suppliers. This provision in no way creates any contractual relationship between any subcontractor, subconsultant or supplier and the COUNTY or any liability on the COUNTY for the CONSULTANT'S failure to make timely payment to the subcontractor, subconsultant or supplier.

#### **ARTICLE 8 - FEDERAL AND STATE TAX**

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONSULTANT authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The CONSULTANT shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this contract.

## **ARTICLE 9 - AVAILABILITY OF FUNDS**

The COUNTY'S performance and obligation to pay under this contract for subsequent fiscal year's is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

## **ARTICLE 10 - INSURANCE**

- A. **CONSULTANT** shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by **CONSULTANT** are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by **CONSULTANT** under the contract.
- B. **Commercial General Liability** **CONSULTANT** shall agree to maintain Commercial General Liability at a limit of liability not less than **\$1,000,000** Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. **CONSULTANT** shall provide this coverage on a primary basis.
- C. **Business Automobile Liability** **CONSULTANT** shall maintain Business Automobile Liability at a limit of liability not less than **\$1,000,000** Each Occurrence for all owned, non-owned and hired automobiles. In the event **CONSULTANT** doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing **CONSULTANT** to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. **CONSULTANT** shall provide this coverage on a primary basis.
- D. **Worker's Compensation Insurance & Employers Liability** **CONSULTANT** shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. **CONSULTANT** shall provide this coverage on a primary basis.
- E. **Professional Liability** **CONSULTANT** shall maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than **\$2,000,000** Per Occurrence. When a self-insured retention (SIR) or deductible exceeds **\$10,000**, COUNTY reserves the right, but not the obligation, to review and request a copy of **CONSULTANT'S** most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, **CONSULTANT** shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, **CONSULTANT** shall purchase a SERP with a minimum reporting period not less than 3 years. **CONSULTANT** shall provide this coverage on a primary basis.
- F. **Additional Insured** **CONSULTANT** shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." **CONSULTANT** shall provide the Additional Insured endorsements coverage on a primary basis.
- G. **Waiver of Subrogation** **CONSULTANT** hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then **CONSULTANT** shall agree to notify the insurer and request the policy be endorsed with a

Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should CONSULTANT enter into such an agreement on a pre-loss basis.

- H. **Certificate(s) of Insurance** Immediately following notification of the award of this Contract, CONSULTANT shall deliver to the COUNTY a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage.
- I. **Umbrella or Excess Liability** If necessary, CONSULTANT may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- J. **Right to Review** COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

#### **ARTICLE 11 - INDEMNIFICATION**

CONSULTANT shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of CONSULTANT.

#### **ARTICLE 12 - SUCCESSORS AND ASSIGNS**

The COUNTY and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONSULTANT shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONSULTANT.

#### **ARTICLE 13 - REMEDIES**

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

**ARTICLE 14 - CONFLICT OF INTEREST**

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes. The CONSULTANT further represents that no person having any such conflict of interest shall be employed for said performance of services.

The CONSULTANT shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONSULTANT. The COUNTY agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the COUNTY shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONSULTANT under the terms of this Contract.

**ARTICLE 15 - EXCUSABLE DELAYS**

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONSULTANT or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon the CONSULTANT'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT'S failure to perform was without it or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

**ARTICLE 16 - ARREARS**

The CONSULTANT shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

**ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The CONSULTANT shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the

discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

**ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP**

The CONSULTANT is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONSULTANT'S sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The CONSULTANT does not have the power or authority to bind the COUNTY in any promise, agreement or representation other than specifically provided for in this agreement.

**ARTICLE 19 - CONTINGENT FEES**

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

**ARTICLE 20 - ACCESS AND AUDITS**

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT'S place of business.

**ARTICLE 21 - NONDISCRIMINATION**

The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity and expression.

**ARTICLE 22 - AUTHORITY TO PRACTICE**

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

**ARTICLE 23 - SEVERABILITY**

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

**ARTICLE 24- PUBLIC ENTITY CRIMES**

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

**ARTICLE 25 - MODIFICATIONS OF WORK**

The COUNTY reserves the right to make changes in Scope of Services, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the COUNTY'S notification of a contemplated change, the CONSULTANT shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall effect the CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the CONSULTANT shall suspend services on that portion of the Scope of Services affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate a Contract Amendment and the CONSULTANT shall not commence services on any such change until such written amendment is signed by the CONSULTANT and approved and executed by the Board of COUNTY Commissioners for Palm Beach COUNTY.

**ARTICLE 26 - FEDERAL AVIATION ADMINISTRATION PROVISIONS**

The CONSULTANT shall comply with the FAA mandated provisions contained in Exhibit E.

**ARTICLE 27 - NOTICE**

All notices required in this Contract shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Mr. Gary M. Sypek, Director of Planning  
Palm Beach County Department of Airports/Planning & Development  
846 Palm Beach International Airport  
West Palm Beach, Florida 33406-1470

With copy to:

Palm Beach County Attorney's Office  
301 North Olive Ave.  
West Palm Beach, Florida 33401

If sent to the CONSULTANT, notices shall be addressed to:

Mr. Pete Ricondo, P.E.  
Senior Vice President  
Ricondo & Associates, Inc.  
6205 Blue Lagoon Drive, Suite 280  
Miami, Florida 33126

**ARTICLE 28 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The COUNTY and the CONSULTANT agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25- Modifications of Work.

List of Attachments:

**CERTIFICATE OF INSURANCE**

**EXHIBIT "A" – GENERAL SCOPE OF SERVICES**

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

**EXHIBIT "C" – PROPOSED SCHEDULES**

**EXHIBIT "D" – DBE**

SCHEDULE 1 – PARTICIPATION BY DBE

SCHEDULE 2 – LETTERS OF INTENT

**EXHIBIT "E" – ADDITIONAL CONTRACT REQUIREMENTS FOR FEDERALLY FUNDED PROJECTS**

**ARTICLE 29 - CRIMINAL HISTORY RECORDS CHECK**

The CONSULTANT shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance (“Ordinance”), if CONSULTANT’S employees or subcontractors are required under this contract to enter a “critical facility” as identified in Resolution R-2003-1274. The CONSULTANT acknowledges and agrees that all employees and subcontractors who are to enter a “critical facility” will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the CONSULTANT shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

**ARTICLE 30 - REGULATIONS; LICENSING REQUIREMENTS:**

The CONSULTANT shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONSULTANT is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.



IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and CONSULTANT has hereunto set its hand the day and year above written.

ATTEST:  
SHARON R. BOCK  
CLERK AND COMPTROLLER

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS:

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

By: \_\_\_\_\_  
Chairman **JOHN F. KOONS**  
**CHAIRMAN**

WITNESS:

CONSULTANT:

Jeff M. Leske  
Signature

Ricondo & Associates, Inc.  
Company Name

JEFF M. LESKE  
Name (type or print)

Pete Ricondo  
Signature

David Ramacorti  
Signature

Pete Ricondo, P.E.  
Typed Name

David Ramacorti  
Name (type or print)

Senior Vice President  
Title

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

(corp. seal)

By \_\_\_\_\_  
County Attorney

APPROVED AS TO TERMS  
AND CONDITIONS

By James Kelly  
Director of Airports

**ATTACHMENT B**  
**INSURANCE CERTIFICATE**

# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID MH  
RICON-1

DATE (MM/DD/YYYY)  
05/23/09

<b>PRODUCER</b>  Harris Insurance Agency, Inc. 617 W. Main Street West Dundee IL 60118 Phone: 847-836-1515 Fax: 847-836-8220	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b>  Ricondo & Associates, Inc. 20 N. Clark Street, Suite 1500 Chicago IL 60602	INSURER A: <b>Hanover Insurance Company</b>	22292
	INSURER B: <b>Essex Insurance Company</b>	
	INSURER C:	
	INSURER D:	
	INSURER E:	

## COVERAGES

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

INSR/ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	ZHC4271921	03/14/09	03/14/10	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300000 MED EXP (Any one person) \$ 10000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000
A		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	ZHC4271921	03/14/09	03/14/10	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
A		<b>EXCESS/UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$	UHC4410471	03/14/09	03/14/10	EACH OCCURRENCE \$ 500000 AGGREGATE \$ 500000 \$ \$
A		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WHC4272983	03/14/09	03/14/10	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000
B		<b>OTHER</b> Architects & Eng. Professional E&O	AE816980	03/14/09	03/14/10	Aggregate \$5,000,000 & Occ. \$25,000 ded

### DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Palm Beach County Department of Airports is included as additional insured;  
waiver of subrogation included for general liability

### CERTIFICATE HOLDER

Palm Beach County Dept of  
Airports/Planning & Development  
Gary M. Sypek  
846 Palm Beach Intl Airport  
West Palm Beach FL 33406-1470

### CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Marc W. Harris

**ATTACHMENT C**  
**WORK PROGRAM #1**  
**SCOPE OF WORK AND BUDGET PROPOSALS**

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## **PALM BEACH COUNTY GENERAL CONSULTING SERVICES**

### **EXHIBIT A**

#### **GENERAL SCOPE OF SERVICES**

This document serves as a formal description of the scope of services for the initial efforts (Work Program #1) to be performed by the general consultant team (the CONSULTANT, or as specifically referred to by company name) led by Ricondo & Associates, Inc. It includes a variety of well defined tasks, as well as on demand (on-call) consulting services that will be provided to the Palm Beach County Department of Airports (DOA or the COUNTY).

#### **GENERAL**

The services to be provided will be on a general-consulting basis. Services will be divided into three general tasks. Task I shall be "Basic," which consists of all efforts relating to specific planning, design and construction projects. Task II shall consist of "Annual Services." Task III shall consist of "Miscellaneous Planning and Engineering" services. Each task is further described below.

Specifically authorized projects will be described in Task Authorizations. The CONSULTANT will prepare Task Authorizations and provide to the COUNTY representative for action and approval. Services on any assignment shall be undertaken only upon written acceptance and notice to proceed of the Task Authorization by the COUNTY.

The CONSULTANT agrees to provide professional services in accordance with the project schedule and phasing established within each Task Authorization. Fees for the services are as shown in Exhibit B and will be included in each Task Authorization. If there are any inconsistencies between this Exhibit A and the Task Authorizations, it is agreed that the Task Authorizations are more exact for the specific project and will govern.

Most Professional Services will be divided into two categories of services: Basic Services and Special Services in accordance with industry standards. Basic Services shall be completely defined within the Task Authorization by a scope, fee and schedule. Special Services are services that can reasonably be anticipated but cannot be defined until further into the effort. Special Services shall be performed as approved by the COUNTY representative in writing and as funds are available. A preset maximum funding for Special Services will be included in the Task Authorization. If additional funding is required due to field conditions, COUNTY and CONSULTANT shall either modify the project or COUNTY will commit additional funding.

#### **LEVEL I TASKS - PLANNING, DESIGN, CONSTRUCTION AND FINANCIAL**

##### **A. General**

CONSULTANT shall perform professional planning, design and construction related services in connection with specifically authorized projects as described herein. Services shall consist of:

1. Airport Master Plans
2. Environmental Assessments
3. Environmental Impact Statements

4. FAR Part 150 Noise Studies
5. Financial Studies
6. Economic Impact Studies
7. Civil Engineering
8. Structural Engineering
9. Mechanical Engineering
10. Electrical Engineering
11. Transportation Engineering
12. Architectural Planning
13. Architectural Design
14. Architectural Interior Services
15. Other Planning, Design and Construction Related Services as requested by COUNTY and agreed to by CONSULTANT

**B. Planning Studies**

Planning studies are unique to each project and must be described in detail in a Task Authorization. In general, the CONSULTANT will prepare interim reports as the study progresses for COUNTY review and comment. A draft of all submittals will first be provided to the COUNTY'S representative for review prior to release elsewhere. The CONSULTANT and COUNTY will coordinate all of the services required.

**C. Design Services**

The CONSULTANT'S performance is divided into two categories of services: Basic Services and Special Services. Basic Services shall be performed as detailed in the Task Authorization. Special Services will be performed as authorized by the COUNTY'S representative.

Basic Services

Typically basic services will follow five distinct phases. Phase 1 consists of Program Verification (Phase 1A) and Schematic Design (Phase 1B). Phase 2 is Design Development. Phase 3 consists of substantial completion (60%) of the Contract Documents (Phase 3A) and the final completion (100%) of Bid Documents (Phase 3B). Phase 4 consists of Bidding and Award of Contract requirements. Phase 5 consists of Construction Administration.

For most projects, DOA will have prepared a Project Book prior to entering into negotiations with the A/E. This Project Book will include substantial information on the program, design criteria, as-built conditions, existing site conditions, etc.

A brief definition follows for each of the Phases:

PHASE 1A - Analyze and verify all Program information as furnished by DOA. Identify any deficiencies or conflicts.

PHASE 1B - Prepare a graphic and written response to the Program, including the conceptual development of all significant project elements and the projected costs for the project.

PHASE 2 - Develop the approved Schematic Design Document from Phase 1B to define all Project elements and solidify all major components prior to the start of the Contract Documents. Determine the Project budget for construction costs and develop preliminary schedule/phasing plans.

PHASE 3A - Develop the Contract Documents to a predetermined completion milestone (60% of completion). Determine the Project Preliminary Cost Estimate and prepare Schedule/Phasing Plans.

PHASE 3B - Complete the Contract Documents to 90% to allow the Project to be reviewed and preliminarily submitted for permitting. Determine the CONSULTANT'S Project Cost Estimate.

PHASE 3C - Complete the Contract Documents to 100% to allow the Project to be permitted, bid, and constructed. Determine the CONSULTANT'S Final Project Cost Estimate.

PHASE 4 - Assist the COUNTY in obtaining Bids and in the award of a Contract as required.

PHASE 5 - Assist the COUNTY in administration of the construction contract.

The following paragraphs synopsize the CONSULTANT'S typical requirements:

**PHASE 1A - PROGRAM VERIFICATION**

The CONSULTANT shall verify the accuracy and adequacy of all drawings, budget costs, and other data and information furnished by DOA with emphasis on the following areas:

1. Examine program reports and drawings and verify project physical spatial characteristics, user requirements, and program completeness.
2. Examine record drawings for completeness and accuracy and verify all as-built conditions as well as existing conditions in the field.
3. Examine in detail the DOA estimated project construction costs, and inform DOA in writing of any serious discrepancies and/or deficiencies that would require additional funds to construct and complete the Project.
4. Examine available site utilities information and verify that existing utilities are or are not in conflict with proposed construction and are or are not sufficient to provide the proposed additional facilities with an acceptable level of services.
5. Evaluate survey information provided (if any) and verify probable accuracy and adequacy for the project.
6. Examine available soils data provided (if any) and prepare soil boring location plan and specify other required soil tests and investigations.
7. Identify any apparent deficiencies in the available information and prepare specific requirements in writing depicting any further investigations required to develop that additional information. Verify and assume responsibility for the validity, interpretation, application and use of all such supplemental information and data obtained by others.
8. Identify and verify Federal and State funding for the project, if applicable.

**PHASE 1B - SCHEMATIC DESIGN**

The CONSULTANT shall only begin this sub-phase when satisfied that all program requirements have been identified, all budget costs verified, and the COUNTY Representative has issued a phase authorization to prepare the Schematic Design Documents.



The CONSULTANT shall review preliminary Project concepts with the COUNTY Representative, and other DOA Divisions as appropriate for the type of Project and with all Agencies and other approval authorities with respect to the Project. Those changes and/or modifications that were jointly agreed upon must be addressed by the CONSULTANT and the necessary inclusions made in subsequent phases to the Contract Documents. The purpose of the review and comment solicitation is to endeavor to ensure that the Contract Documents and all facilities constructed in accordance therewith will meet all applicable requirements for later obtaining the necessary permits and approvals for the Project.

The CONSULTANT shall prepare scaled planning stage schematic drawings that clearly depict the limits of construction, airport operations during and after Project completion, general utilities, drainage, environmental impact if any, required surveying and subsurface investigations and probable construction costs. The Schematic Design Concepts shall be presented in exhibit form to DOA and other interested Agencies and Authorities. A detailed Schematic Design Narrative Report documenting all of the Schematic Sub-Phase findings and recommendations shall be submitted to DOA for review and approval. As a part of this Sub-Phase, the CONSULTANT shall prepare the following:

A) Construction Schedule

A conceptual Project Construction Schedule shall be submitted in an approved format and shall consist of a preliminary schedule showing the proposed probable completion date of each Phase and Sub-Phase for the Project through Design Development, 60% and 100% Contract Documents, Bid Documents, Bidding of Work, performance of the Work by the Contractor and final acceptance of the Work by the COUNTY.

B) Schematic Design Studies

These Schematic Design Studies should be preliminary in nature and scope, and must be further defined and amplifying details shall be developed by the CONSULTANT during subsequent phases of the Project design.

C) Grading, Paving, Drainage, and Utilities (if applicable)

The CONSULTANT shall prepare Plan(s) showing pavement and drainage layout(s) with direction of storm water flows to each ponding area and/or inlet. The Schematic Design Narrative Report shall provide paving, grading, drainage, and utilities calculations in sufficient detail to give assurance that the Project can be used under the approved design aircraft/service vehicle loadings and design storm conditions.

D) Maintenance of Traffic (MOT) and Safety Plans (if applicable)

The CONSULTANT shall prepare conceptual construction MOT and Airside Operations Area (AOA) Security and Safety Plan(s) in sufficient detail to show how construction can be accomplished while meeting DOA Airside or Landside Operational Constraints. The Security and Safety Plan(s) shall delineate the nature, extent and location(s) of site access and haul routes and depict all required barricading, signing, marking and safety lighting required for the Project. The Security and Safety Plans shall meet FAA Advisory Circular criteria for Safety During Construction.

E) Work Staging

The CONSULTANT shall develop a conceptual Work Staging Plan, which minimizes and avoids adverse impacts to existing Airside Airline Operations. The CONSULTANT shall advise the

COUNTY Representative, in writing, of any potential adverse impacts and any estimated increase in Project costs and/or any time extension effect that would result from such a Work Staging Plan. If identified in the Scope of Services, a series of alternative Work Staging Plan(s) may be developed by the CONSULTANT with associated cost and time extension and also be submitted to the COUNTY Representative, along with an analysis of pertinent factors and relative merits of each Plan, even if such alternative Plan(s) would adversely impact Airside or Landside Airline Operations. The decision as to which Work Staging Plan to issue will be made by the COUNTY, and the CONSULTANT will be informed of such decision in writing by the COUNTY Representative.

**F) Preliminary Outline Specifications**

The CONSULTANT shall prepare preliminary Outline Specifications, which will describe the technical requirements of all construction work being proposed for the Project, all of which will be considerations in developing the Project Budget Costs during the subsequent Design Development Phase.

**G) Phase Submittal Requirements**

The CONSULTANT shall submit eight (8) copies of the Schematic Design Narrative Report required under this Phase for review and approval by the COUNTY. The CONSULTANT shall not proceed with the following "Phase 2 - Design Development" until the Schematic Design has been reviewed and approved by the COUNTY Representative, the interested Department of Airports Divisions, the affected Airlines and other airport Users; and written approval with appropriate comments are received from the COUNTY and approval has been issued to the CONSULTANT by the COUNTY Representative.

**PHASE 2 - DESIGN DEVELOPMENT (30% DESIGN)**

Following Schematic Design approval and upon receipt of the COUNTY Representative's written authorization to initiate Phase 2, the CONSULTANT shall prepare Design Development Documents from the approved Schematic Design Documents which clearly define the engineering and/or architectural elements of the Project. Design Development may proceed concurrently with exploratory subsurface investigations and an engineering survey, if required.

**A) The Design Development Documents shall consist of and further define:**

1. All horizontal and critical elements of vertical geometry
2. Limits of construction
3. Clearing and demolition requirements
4. Drainage systems
5. Existing utilities
6. Existing utility relocation
7. Proposed utilities
8. Typical grading, paving and drainage sections and details
9. Schematic architectural layout
10. Schematic floor plans and elevations
11. Update construction schedule
12. Outline specifications
13. Other major engineering elements and architectural elements to the degree required to provide a complete understanding of the elements of the Design Project, the CONSULTANT proposed design treatment of these elements and the development of probable Project Budget Costs for construction.

- B) The Plans to be provided for the Design Development review submittal shall include, but are not limited to:
1. Cover Sheet
  2. Project Area Plan
  3. Project Key Sheet
  4. Site Location Plan
  5. Typical Sections
  6. Preliminary Paving Plans
  7. Preliminary Grading and Drainage Plans
  8. Preliminary Site Utility Plans (Existing, Relocated and Proposed)
  9. Airfield Lighting, Roadway Lighting and Apron Lighting Plans, if applicable
  10. Architectural Plans (Concept)
  11. Landscape Concept(s)
  12. Typical Details for Pavements, Pavement Markings, Signage, Drainage, Utilities and other Miscellaneous Details

Design Development Layout and Location Plans should be the same scale as intended for the Construction Documents set. Plans should be sufficiently detailed to convey the CONSULTANT'S design intentions and to confirm the feasibility of space arrangements. Profiles, grading contours (initially only, show spot elevations), precise dimensioning and specific detailing may be omitted in this Phase.

The CONSULTANT shall prepare and submit an Engineer's Design Report covering all findings and recommendations developed throughout the Design Development Stage including an updated Construction Schedule and estimate of probable Project Budget Costs for Construction.

The CONSULTANT jointly with the COUNTY Representative, to the extent applicable based on changes and/or modifications affected during the Design Development Phase shall review pertinent Documents with the Agencies and Authorities previously consulted in Phase 1B having permitting or other approval Authority with respect to the Project, in order to obtain any changes in the comments and judgment of such agencies. Any further changes and/or modifications that were jointly agreed upon must be addressed by the CONSULTANT and the necessary inclusions made to the Contract Documents in Phase 2, as applicable.

The CONSULTANT shall submit eight (8) copies of all Documents required under this Phase 2 for review comments and approval by the COUNTY. The CONSULTANT shall not proceed with the following Phase 3 - Contract Documents until the Design Development has been reviewed and approved by the COUNTY Representative; the interested Department of Airports Divisions; Air Transport Association (ATA.); the affected Airlines and other Airport Users; and written approval with appropriate comments is received from the COUNTY and approval has been issued to initiate the Contract Documents 60% Submittal Phase.

### **PHASE 3 - CONTRACT DOCUMENTS**

Following Design Development approval and upon receipt from the COUNTY Representative of written authorization to initiate Phase 3A, the CONSULTANT shall develop 60% Complete Contract Documents from the approved Design Development Documents. The COUNTY and the CONSULTANT shall mutually agree upon the content to be provided in these documents.

**PHASE 3A - 60% SUBMITTAL**

The 60% Complete Contract Documents should include, but are not limited to:

1. Sections and Details
2. Survey Control Plan, including Horizontal Control Points and Vertical Benchmarks
1. Benchmarks
2. Layout Plan(s) with specific dimensions
3. Details and Sections of miscellaneous items
4. Grading, Paving, Drainage and Site Utilities Plans
5. Schedule/Phasing Plans
6. Lighting Plans (Airfield and/or Apron and Roadway)
7. Preliminary MOT and Safety Plans
8. Draft Engineer's Report (FAA-AIP Projects)
9. 60% Building Plans (Architectural, Structural, Mechanical & Electrical)
10. Draft Technical Specifications
11. Preliminary Project Construction Cost Estimate
12. Define Quality Assurance and Quality Control Procedures

This submittal shall include a Preliminary Cost Estimate for construction and an estimate of the probable Construction Schedule, and any changes in the size and scope of the Project, if such changes substantially alter the amount of previous Probable Project Construction Budget Cost Estimates.

The CONSULTANT shall submit eight (8) copies of all Contract Documents required under this Phase 3A for review comments and approval by the COUNTY. The CONSULTANT shall not proceed with Phase 3B until the 60% Complete Contract Documents have been reviewed and approved by the COUNTY Representative, the interested Department of Airports Divisions, and written approval is received from the COUNTY.

**PHASE 3B - 90% SUBMITTAL**

The 90% Complete Contract Documents should include, but are not limited to:

1. Pre-Final Plans from previous submittal(s), as applicable
2. Complete Sections and Details
3. Complete Plans and Details showing all dimensions and miscellaneous items
4. Pre-Final Grading, Paving, Drainage and Utilities Plans
5. Pre-Final Lighting Plans (Airfield and/or Apron and Roadway)
6. Pre-Final MOT and Safety Plans
7. Complete Documents ready for Bidding and Permitting
8. Complete Contract Specifications ready to be printed for issuance to Bidders
9. Pre-Final Project CONSULTANT'S Cost Estimate
10. Completed Construction Schedule
11. Pre-Final Engineer's Report (FAA -AIP Projects)

This submittal shall include a 90% Cost Estimate for construction and an estimate of the probable Construction Schedule, and any changes in the size and scope of the Project, if such changes substantially alter the amount of previous Probable Project Construction Budget Cost Estimates.

The CONSULTANT shall submit eight (8) copies of the Contract Documents required under this Phase 3B for final review and approval. After review by the COUNTY of these 90% Complete Contract Documents, the CONSULTANT shall make all revisions or additions to and resolve all questions on the Contract Documents required by the COUNTY.

The CONSULTANT shall submit eight (8) copies of all Contract Documents required under this Phase 3B for review comments and approval by the COUNTY. The CONSULTANT shall not proceed with Phase 3C until the 90% Complete Contract Documents have been reviewed and approved by the COUNTY Representative, the interested Department of Airports Divisions, and written approval is received from the COUNTY.

**PHASE 3C - 100% SUBMITTAL**

Following the 90% Complete Contract Documents approval the CONSULTANT shall develop "Final" 100% Complete Contract Documents from the approved 90% Complete Contract Documents. They shall consist of the information contained in the 90% documents, as well as incorporate any comments provided and by COUNTY, Permit Agencies, or other authorized reviewers, as directed by COUNTY.

If any further change(s) in the size and scope of the Project has occurred, which will substantially alter the amount of previous Construction Cost Estimates, then such changes should be addressed in a written report prepared by the CONSULTANT to the COUNTY Representative.

The CONSULTANT shall provide signed and sealed plans for the COUNTY to use to file for a building permit at the earliest practicable time during the performance of the Design Services, provide the necessary portions of the Contract Documents for approval by COUNTY, State and/or Federal Authorities having jurisdiction over the project by law or contract with the COUNTY, and assist in obtaining any such applicable certifications of "permit approval" by such authorities prior to approval by the COUNTY of the Phase 3C 100% Complete Review set submittal and printing of the Contract Documents. The CONSULTANT shall incorporate all dates into the Advertisement and Instructions to Bidders, DBE and BBE requirements, FAA labor provisions (on AIP Projects), etc. filled in and Contract Documents ready to be printed and issued to prospective Bidders.

The CONSULTANT shall recommend and justify to COUNTY any Allowance Account amounts to be incorporated into the Contract Documents.

In providing opinions of probable construction costs, the COUNTY understands that the CONSULTANT has no control over costs or 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 as compared to bid or actual costs.

**PHASE 4 - BIDDING AND AWARD OF CONTRACT**

After authorization to proceed with the Bidding Phase, CONSULTANT shall assist the COUNTY in advertising for and obtaining bids for each separate prime contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom

Bidding Documents have been issued, and receive and process deposits for Bidding Documents; assist the COUNTY in conducting a prebid conference for each separate prime contract to share pertinent bidding- and technical information and requirements with prospective bidders; issue addenda as appropriate to interpret, clarify or expand the Bidding Documents; print and distribute sets of Bidding Documents to Prospective Bidders and plan offices (Doge and AGC) during the Bidding phase; and attend the bid opening, prepare bid tabulation sheets and assist COUNTY in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.

#### **PHASE 5 - CONSTRUCTION ADMINISTRATION**

Construction Administration Services will generally be authorized by the Task Authorization, which included the design efforts for a particular project, although these services could be authorized in a separate Task Authorization depending upon the specific project. The CONSULTANT shall provide professional services during construction to assist in obtaining a complete project. Basic Services shall consist of the following:

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

reasonably conform to the design concept of the project and the requirements of the contract documents. Such action(s) shall be taken with reasonable promptness so that the progress of the construction of the project will not be delayed. The CONSULTANT shall maintain a log of all contractor submittals which shall include the submittal date, the action taken, and the date returned;

4. Prepare routine change orders as required; act as interpreter of the terms and conditions of the contract documents and judge of the performance thereunder by the parties thereto and make decisions on claims of COUNTY and contractor(s) relating to the execution and progress of the work and other matters and questions related thereto; but CONSULTANT shall not be liable for the results of any such interpretation or decisions rendered by it in good faith,
5. Review laboratory, shop, and mill tests of material 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 problems relating to the construction;
7. Evaluate contractor change and cost proposals and substitutions and recommend to the COUNTY representative to either approve or disapprove the contractor's proposal or substitution;
8. Review contractor(s) monthly applications for payment and supporting data, review the amount owing to contractor(s) and approve in writing all payments to contractor(s) in accordance with the contract documents;
9. Perform, together with the COUNTY'S representative, inspections of the construction site to determine if the project is substantially complete and a final inspection to determine if the project has been completed in accordance with the contract documents and if each contractor has fulfilled all of its obligations thereunder so that CONSULTANT may approve if applicable in writing, final payment to each contractor;
10. The CONSULTANT shall assist the COUNTY'S representative in receiving and forwarding to the COUNTY written warranties and related documents assembled by the contractors; and
11. Provide one set of reproducible drawings and CADD files "record drawings," which shall become the property of the COUNTY, corrected to show significant changes made in the work during the construction of the project. Such corrections shall 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.

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 work done by the contractor, or to require special inspections and/or tests. The CONSULTANT, however, shall provide continuing counsel to the COUNTY representative throughout the construction of the project.

**Special Services**

Special Services will be authorized in writing by the COUNTY Representative, 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. Each Task Authorization will estimate the need and scope of Special Services and will authorize additional funding to be approved by the COUNTY Representative should additional services be required.

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 Subcontractor to perform subsurface investigations, including performance of test borings, soil samples, and other foundation investigations, laboratory analyses of the samples, and engineering analyses not anticipated as Basic Services. The CONSULTANT or the subcontractor shall prepare a detailed report of all findings and the CONSULTANT shall deliver to the COUNTY Representative two (2) copies of the report;
2. Perform or obtain the services of a Registered Professional Surveyor subcontractor 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 directions of a Registered Professional Surveyor, and deliver to the COUNTY Representative a mylar of all final plats, with field notes, in bound standard-size filed books, 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 subcontractor to perform aerial photography and computer mapping;
5. Travel to points outside the COUNTY if such travel is reasonably necessary to accomplish a 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 subcontractor) 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 estimates 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 (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 will be paid by the COUNTY.



10. Reproduce plans, specifications, reports, and other materials other than those reproductions included in the Basic Services and excluding reproductions for the office use of the CONSULTANT and the CONSULTANT'S subconsultants;
11. Provide a scale model 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 or 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 may include, but are not limited to:

1. Consult with the COUNTY concerning replacement of any construction work damaged by fire or any 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 reproductions for the office use of the CONSULTANT and the CONSULTANT'S subconsultants;
7. Provide the services of an independent cost estimator (as a subcontractor) 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 estimates 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 done by the CONSULTANT during construction of the project;
10. Provide any other services related to the project not otherwise included in the Basic Services or other Special Services and not customarily furnished in accordance with generally accepted architectural and engineering practice.

**TASK II - ANNUAL SERVICES**

Annual Services are those that the COUNTY requires performed on a recurring annual basis. They shall be described in detail within each Task Authorization, but shall consist of:

1. Automated Project Management.
2. Land Acquisitions.
3. Annual airports facility inspections and reporting.
4. Airports pavement analysis.
5. Annual update of COUNTY'S Capital Improvement Program.
6. Annual update and negotiation of FAA and FDOT grant programs.
7. Annual preparation of FAA AIP grant preapplication and application forms.
8. Annual preparation of FDOT Joint Participation Agreements.
9. Participation in FAA Joint Planning Conferences.
10. Participation in CFASPP meetings.
11. Other duties as requested by the COUNTY and agreed to by the CONSULTANT:

**TASK III - MISCELLANEOUS SERVICES**

If authorized in writing by COUNTY and agreed to in writing by CONSULTANT, CONSULTANT shall furnish or obtain from subconsultant or subcontractor additional services of the service types below which are not defined as "Basic" Planning, Design and Construction (Task I), or "Annual Services" (Task II). Each Task Authorization shall describe the exact scope of services to be performed.

1. Staff Extension Services for Planning, Design, Construction and Administration.
2. Micro-Level Planning Studies including:
  - Environmental
  - Site Planning
  - Aviation Planning
  - NAVAID Studies
  - Aviation Business Development
  - Airside
  - Landside
  - Terminal
  - Conceptual Planning
  - Feasibility Studies
  - Review and Analysis of Proposed Improvements
  - Miscellaneous Planning Studies
3. Design Services including:
  - Architectural
  - Structural
  - Mechanical
  - Electrical
  - Civil
  - Landscaping
  - Interiors

- Miscellaneous
- 4. Environmental services including:
  - Environmental Audits
  - Compliance Actions
  - Regulatory Review
  - Monitoring
- 5. Technical Reviews
- 6. Value Engineering
- 7. Specific Grant Services including:
  - Preparation of FAA AIP grant preapplications and applications
  - Preparation of FDOT Joint Participation Agreements
  - Assist COUNTY in negotiations with FAA or FDOT
- 8. Financial Consultation, including:
  - Consult with COUNTY' fiscal agents and bond attorneys
  - Provide necessary engineering data
  - Provide financial analyses
- 9. Property Procurement Assistance:
  - Determine land and easement requirements and provide consultation and assistance on property procurement as relates to professional engineering services being performed.
- 10. Administrative Assistance:
  - Provide Contract and Project Administration Services to the COUNTY as authorized. These may include scope definitions, proposals for additional projects, scheduling, weekly coordination, including Tasks I, II, and III.
- 11. Obtaining Services for Others:
  - Provide subconsultant services to the COUNTY from approved subconsultants as authorized.
- 12. Furnish renderings or models of projects, when requested and authorized, for the COUNTY'S use.
- 13. Miscellaneous Studies:
  - Investigations involving detailed consideration of operations, maintenance and overhead expenses, and the preparation of rate schedules, earnings and expense statements; feasibility studies; appraisals and valuations; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by the COUNTY.
- 14. Extraordinary Construction-Related Services, including:
  - Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work on any contract, (3) prolongation of the construction contract time of any prime construction contract by more than 60 days, (4) acceleration of the work schedule involving services beyond normal working hours, and (5) default by Contractor under any prime construction contract.
  - Consultation or other services after completion of the Construction Phase, such as frequent inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any construction contract.

- Preparing to serve or serving as a witness for the COUNTY in any litigation or other proceeding involving project.
15. Preparation of an operating manual for use by the COUNTY.
  16. Extra Services:
    - Services not specifically defined heretofore that may be authorized by the COUNTY.
  17. Resident Services During Construction.
    - If requested by the COUNTY or recommended by the CONSULTANT and agreed to in writing by the other party, a Resident Project Representative and assistants shall be furnished and shall act as directed by CONSULTANT in order to provide more extensive representation at the Project site during the Construction Phase. The Resident Project Representative, through more extensive on-site observations of the work in progress, field checks of materials and equipment, and maintenance of job site records on conditions and activities, shall assist the CONSULTANT in determining that the Project is proceeding in accordance with the Contract Documents, but the furnishings of such resident project representation shall not make the CONSULTANT responsible for construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or for Contractor's failure to perform the construction work in accordance with the Contract Documents.
  18. Assist the COUNTY with Aviation Capital Improvements Program.
  19. Assist the COUNTY with DBE program.
    - DBE Training
  20. Provide FAA-required "third-party review" of professional service contracts.
  21. Miscellaneous Services. Miscellaneous services to be provided shall include, but not be limited to, the following:
    - Certify compliance with financial covenants
    - Prepare scope of work packages including preliminary designs (35 percent complete) for preparation of final designs by others
    - Develop and implement Project Information Management Systems
    - Develop, implement and maintain Facilities Management Information Systems
    - Inventory existing facilities, update changes, maintain current computer program for use of facilities
    - Monitor and update lease exhibits as required
    - Prepare land acquisition engineering analyses, soils investigations, legal descriptions and surveys
    - Participate in compatible land-use planning in the vicinity of airports
    - Develop forecasts of facilities requirements
    - Participate in public information programs and/or public hearings relating to airport planning/development projects
    - Evaluate reliever airport needs and commercial development plans
    - Develop and monitor airport development schedules, budgets and cost estimates for the Capital Improvements Program
    - Monitor project costs associated with bond programs/interim financing programs
    - Coordinate interfaces between multiple contractors/designers work
    - Maintain and update CADD-based Airport Layout Plans
    - Maintain CADD-based Exhibit "A" Property Maps

- Review technical studies for compliance with COUNTY objectives and prepare technical studies upon request
- Coordinate land use development plans
- Ensure that FAA Form 7460, Notice of Intent to Construct, is submitted on timely basis for all proposed construction
- Monitor projects to assure compliance with "Assurances" relating to federal and state grant covenants
- Evaluate technical operations and maintenance problems with existing facilities
- Schedule cash-flow requirements and participate in economic analyses
- Assist in preparation of PFC applications
- Maintain and implement SIMMOD computer model and database
- Anticipate planning needs and initiate planning efforts in a timely manner, evaluate existing facility utilization and recommend changes for increased efficiencies
- Maintain and update utilities atlas
- Monitor and maintain ground and aerial surveys
- Monitor and maintain public information signage
- Prepare videotape presentations
- Other duties as requested by COUNTY and agreed to by CONSULTANT

22. Miscellaneous IT Support Services

This initial Work Program #1, as described herein, consists of eleven tasks. As summarized below, these initial efforts have an overall budget of \$1.7 million.

Task Level / No.	Description	Budget
<b>Level 1 Tasks:</b>		
I-09-PBI-R-001	PBI PFC Application 09-10-C-00-PBI	\$ 30,610
I-09-PBI-R-002	PBI AIP Financial Analysis Update	\$ 15,950
I-09-PBI-R-003	PBI Construction Field Services - Taxiway L Extension	\$ 425,794
I-09-PBI-R-004	PBI Construction Field Services - Taxiway F Extension	\$ 555,990
I-09-PBI-R-005	PBI Solar Siting and Feasibility Study	\$ 33,000
I-09-PBI-R-006	EIS Planning Support – Design Day Schedules	\$ 97,600
I-09-NCO-R-007	NCO Concurrency Support Services	\$ 73,680
<b>Sub-total (Level 1)</b>		<b>\$1,232,624</b>
<b>Level 2 Tasks:</b>		
II-09-DOA-R-001	Annual Airports Facilities Inspections & Reporting	\$ 140,700
<b>Sub-total (Level 2)</b>		<b>\$ 140,700</b>
<b>Level 3 Tasks:</b>		
III-09-DOA-R-001	Misc. AEP and Construction Consulting Services	\$ 150,000
III-09-DOA-R-002	Misc. Financial Consulting and Capital Programming	\$ 50,000
III-09-DOA-R-003	Staff Extension – General Consulting Services	\$ 100,000
III-09-DOA-R-004	Misc. Environmental Consulting Services	\$ 50,000
<b>Sub-total (Level 3)</b>		<b>\$ 350,000</b>
<b>Grand Total (Work Program #1)</b>		<b>\$1,723,324</b>

Exhibit B contains a series of tables that provide more detail associated with the establishment of the fees prescribed above.

## **PALM BEACH COUNTY GENERAL CONSULTING SERVICES**

### **EXHIBIT A-I**

#### **R&A Work Program #1 - Level 1 Tasks**

Level 1 tasks include any work effort agreed to between the COUNTY and the CONSULTANT that has a fixed scope and fee. Work Program #1 includes six tasks assigned to Level 1, as follows.

<b><u>Task No.</u></b>	<b><u>Description</u></b>
Task I-09-PBI-R-001	PBI PFC Application 09-10-C-00-PBI
Task I-09- PBI-R-002	PBI AIP Financial Analysis Update
Task I-09- PBI-R-003	PBI Construction Field Services and Inspections – Taxiway L Extension
Task I-09- PBI-R-004	PBI Construction Field Services and Inspections – Taxiway F Extension
Task I-09- PBI-R-005	PBI Solar Siting and Feasibility Study
Task I-09-PBI-R-006	EIS Planning Support – Design Day Schedules
Task I-09-NCO-R-007	NCO Concurrency Support Services

## **PALM BEACH COUNTY GENERAL CONSULTING SERVICES**

### **EXHIBIT A-I-1**

#### **Task Scope Sheet**

Task I-09-PBI-R-001

PFC Application 09-10-C-00-PBI

#### **Scope**

The primary purpose of this assignment is to assist the County in the development of a Passenger Facility Charge (PFC) application and submittal to the Federal Aviation Administration (FAA). This task will include preparation for and participation in any required meetings with the FAA; development of the necessary documentation for the airline consultation meeting and public notice; participation in the airline consultation meeting; preparation of all documentation for the submittal of the PFC Application; any follow up required by the FAA; and preparation of the final notification to the airlines upon approval by the FAA.

The CONSULTANT will join County staff in a meeting with FAA-ADO staff to review the potential projects to be included in the PFC Application and obtain acknowledgement that all criteria and procedures are being met or are being planned for. The CONSULTANT will then prepare the required consultation notice for distribution to the airlines and the public notice required to be posted on the website. The CONSULTANT will assist the County in developing the project descriptions as well as the justification and significant contribution, where applicable.

The CONSULTANT will attend and direct a PFC airline consultation meeting at the Airport and ensure that the proper procedures are met and documentation obtained. The CONSULTANT will subsequently prepare and submit a draft of the PFC Application to the FAA for their preliminary and informal review while awaiting airline comments.

After waiting the required 30-day period to receive airline comments, the CONSULTANT will finalize the application and assist the County with required responses to airline disagreements, if any. The CONSULTANT will provide the County with a completed copy of the application for its signature and submittal to the FAA and will subsequently submit the required copies to the FAA for their consideration.

#### **Items of Work Not Included in Scope**

Cost estimating of projects included in the PFC Application

#### **Supporting Sub-Consultant**

None

#### **Data & Resources Required From Palm Beach DOA or Other Parties**

Estimated project costs, start and completion dates, current Airport Layout Plan (ALP), five-year capital program, and any required airspace and/or environmental review documents.

**Deliverables**

Copies of the PFC Application

**Estimated Duration / Completion Date**

Within six (6) months from the Notice to Proceed

**Fee Type and Amount**

Fixed Fee - \$30,610



## **PALM BEACH COUNTY GENERAL CONSULTING SERVICES**

### **EXHIBIT A-I-2**

#### **Task Scope Sheet**

Task I-09-PBI-R-002

PBI AIP Financial Analysis Update

#### **Scope**

The primary purpose of this assignment is to assist the County with an update to the financial plan included in the 2007 Master Plan to take into consideration the recent economic downturn and its impact on current activity and projected future activity. Because many projects identified for the Airport System in the original 2007 Master Plan were demand-driven, this update will re-evaluate the need for each capital project and determine the timeframe in which the project is needed. Subsequently, the financial feasibility of undertaking the projects when they are anticipated to be needed will be determined based on reasonable assumptions related to funding sources.

The CONSULTANT will first review all projects to determine if and when they are still anticipated to be needed. Those projects that are no longer determined to be necessary within the timeframe evaluated will be removed and the cost of those projects whose timing has shifted will be recalculated to account for cost escalation.

The revised capital program would then be evaluated from a financial standpoint, taking into consideration existing debt and realistic levels of available PFC (at the current maximum level of \$4.50 per enplanement), FDOT, FAA entitlement, and FAA discretionary funding, as well as the availability of third party funding, revenue bonds and local funds. The analyses will help establish whether adjustment to the phasing of the capital program is necessary to achieve financial feasibility.

The CONSULTANT will also develop a second scenario that assumes maximum PFC per enplanement increases to \$6.00 per enplanement in FY 2011.

The results of the two scenarios will be summarized in a letter to the FAA that will include a description of the assumptions incorporated in the analysis and the financial feasibility of both scenarios including the impact on the County's internal fund balances, airline rates and charges and debt service coverage.

#### **Items of Work Not Included in Scope**

New Benefit-Cost studies or updates to Benefit-Cost Analyses previously completed

#### **Supporting Sub-Consultant**

None

#### **Data & Resources Required From Palm Beach DOA or Other Parties**

Updated 10-year Capital Improvement Program; February 2008 Terminal Area Forecasts

**Deliverables**

Letter draft including tables to the County for submittal to the FAA

**Estimated Duration / Completion Date**

Within 30 days form the Notice to Proceed

**Fee Type and Amount**

Fixed Fee - \$15,950

## **PALM BEACH COUNTY GENERAL CONSULTING SERVICES**

### **EXHIBIT A-I-3-4**

#### **Task Scope Sheet (PBI Construction Field Service and Inspection)**

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Task I-09-PBI-R-003	Construction Field Service and Inspections - Taxiway L Extension
Task I-09-PBI-R-004	Construction Field Service and Inspections - Taxiway F Extension

#### **Scope**

The CONSULTANT shall provide Construction Management and Inspection Services for previously designed Palm Beach International Airport airfield projects. These projects were previously designed by either LPA or CH2MHill (Engineer-of-Record) and include:

Taxiway L Extension  
Taxiway F Extension

The specific services to be performed by the CONSULTANT will include the following:

- Check samples, catalog data, shop and mill tests of equipment and materials, and other data which the Contractor is required to submit, for general conformance and compliance with the information given in the Contract Documents.
- Review the construction schedule prepared and updated by the Contractor for compliance with the contract and give written advice to the Engineer-of-Record and DOA concerning its acceptability.
- Attend the pre-construction conference with the DOA, Engineer-of-Record, Contractor, and representatives of the Florida Department of Transportation and FAA.
- Schedule weekly progress meetings and other job meetings as required for the project and notify those expected to attend in advance. Maintain and circulate copies of records of the meetings.
- Serve as the DOA's liaison with the Contractor, working principally through the Contractor's project manager and/or field superintendent.
- Assist the DOA in coordination with various stakeholders for activities that will affect day to day airport operations.
- Cooperate with the Contractor on the DOA's behalf in dealings with the various local agencies having jurisdiction over the Project in order to complete permits and service connections to public utilities and facilities.
- Obtain field samples of materials delivered to the site and submit to the Engineer-of-Record and DOA, as required.
- Receive, distribute and retain submittals between the Contractor and the Engineer-of-Record for construction observation purposes.

- Alert the Contractor's field superintendent and the Engineer-of-Record when materials or equipment are being installed before approval of shop drawings or samples are submitted.
- Conduct on-site observations of the work-in-progress as a basis for determining that the project is proceeding in accordance with the Contract Documents.
- Receive and retain Contractor's Requests for Information (RFI's) to the Engineer-of-Record and review the Engineer-of-Record's responses for construction observation purposes.
- Receive and retain copies of project bulletins, letters and project change orders submitted to the Engineer-of-Record. Evaluate the proposed scope of work and cost of said change orders and make recommendations to the DOA, if requested.
- Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, and record the outcome of these inspections.
- Maintain at the job site orderly files for correspondence, reports of job meetings, shop drawings and other submittals, reproductions of original Contract Documents including all addenda, change orders and additional drawings issued subsequent to the award of the contract, construction progress reports and other Project related documents.
- Keep a diary or log book, recording hours on the job site, weather conditions, list of visiting officials, daily activities, decisions made, observations in general, and specific observations in more detail as in the case of test procedures.
- Maintain daily reports with project photos and monitor quantities installed for each project.
- If required in the front-end documents, maintain a set of red-lined drawings for each project on which authorized changes are noted.
- Furnish the DOA daily reports and monthly summaries of progress of each project and the Contractor's compliance with the approved construction schedules.
- Advise the DOA in advance of scheduled major tests or start of important phases of each project.
- Review applications for payment and certified payrolls with the Contractor for compliance with the established procedure for their submission and forward them with recommendations to the DOA, noting particularly their relation to the work completed and materials and equipment delivered at the site.
- Participate in the final inspection for each project. Document all punch list items and provide follow-up coordination to help ensure that all punch list items are completed within 30 calendar days of the final inspection
- Coordinate and oversee all Quality Assurance Testing on behalf of the DOA as required by the design specifications. This work will be performed by the team's Geotechnical subconsultant and includes asphalt batch plant quality assurance testing and material inspection/testing during construction.
- Upon completion of the project, prepare and submit to the DOA for project closeout, supporting documentation for FAA and FDOT grant closure including copies of the following:
  - a. Certified Payrolls
  - b. Daily Reports and Monthly Summaries
  - c. Final Inspection Meeting Minutes and Punch-List Items

- d. Project Summary Narrative
- e. Contract Completion Time Summary
- f. Engineers Certification of Construction
- g. Project Cost Summary showing all change orders
- h. Sponsor Certification of Plans and Specifications for DOA Signature
- i. Test Reports

**Items of Work Not Included in Scope**

Quality control (Responsibility of contractor for each project)  
FAA grant and payment services  
Review and approval of RFI's (Responsibility of Engineer-of-Record for each project)

**Supporting Sub-Consultants**

ADA Engineering - Inspection  
Nodarse - Materials Testing  
Brown & Phillips - Survey

**Data & Resources Required From Palm Beach DOA or Other Parties**

All Contract Documents for the projects listed above

**Deliverables**

Certified Payrolls  
Daily and Weekly Reports  
Final Inspection Meeting Minutes and Punch-List Items  
Project Summary Narrative  
Contract Completion Time Summary  
Engineers Certification of Construction  
Project Cost Summary showing all change orders  
Sponsor Certification of Plans and Specifications for DOA Signature  
Test Reports

**Estimated Duration / Completion Date**

Taxiway L Extension	12 months*
Taxiway F Extension	12 months**

\* Per PBIA Tentative Projects Schedule -Airside produced by LPA Group on April 26, 2009.

\*\* As directed by Palm Beach County Department of Airports staff, the duration of Taxiway F extension was reduced from 16 months to 12 months.

**Fee Type and Amount**

Time and Materials \$981,784\*

\* Budget Assumptions:

- Taxiway L Extension
  - Construction Management Team (budgeted at a total of 216 hours)
  - One Senior Inspector (budgeted here at a total of 2,700 hours)
  - One Senior Engineer (budgeted here at a total of 296 hours)
  - Testing Services (Approximately \$85,000)
  - Plus a 10% reimbursable expense allowance

Estimated Budget Allowance: \$425,794

Taxiway F Extension

- Construction Management Team (budgeted at a total of 216 hours)
  - One Senior Inspector (budgeted here at a total of 2,700 hours)
  - One Senior Engineer (budgeted here at a total of 296 hours)
  - Testing Services (Approximately \$100,500)
  - Plus a 10% reimbursable expense allowance
- Estimated Budget Allowance: \$555,990

## **PALM BEACH COUNTY GENERAL CONSULTING SERVICES**

### **EXHIBIT A-I-5**

#### **Task Scope Sheet**

Task I-09-PHK-R-005

PBI Solar Siting and Feasibility Study

#### **Scope**

The scope of work addresses a Solar Photovoltaic (PV) Siting and Feasibility Study for properties owned and managed by the Palm Beach County Department of Airports (DOA). The purpose of the study is to provide the DOA with a detailed assessment of the technical and financial opportunities of constructing a solar PV system. Based on similar projects elsewhere in the country, potential benefits of solar PV include revenue generation on underutilized airport property, cheaper long-term electricity costs, climate change mitigation, and broad community support.

The study will focus on three primary considerations:

- Siting study to screen and rank potential sites for a solar project
- Technical feasibility to assess various technical factors
- Financial feasibility to estimate project and electricity costs and business model options

#### **SCOPE OF WORK – TASKS**

##### **Subtask 5.1 Start-up & Coordination**

- Coordinate with DOA to initiate the project and discuss the proposed approach.
- Conduct a two-day visit to meet with staff and conduct site visits to locations at Palm Beach County and North County Airports.

##### **Subtask 5.2 Site Analysis and Selection**

Develop a matrix of potential sites for solar PV installations. For each site, we will assess the following:

- **Planning and Operations Constraints:** Review existing airport planning and operations information, including the Airport Master Plan, and the Airport Plans Package, and review the location of FAA imaginary surface areas and landside support facilities to determine the viability of potential sites. Examine closely the potential for reflectivity of the panels and any effects on aircraft operations.
- **Environmental Constraints:** Review available information associated with wetlands, habitats, rare species, environmental contamination, etc. that might affect the approval process for project construction. Assess permitting implications as a factor for ranking potential sites.

- **Geographic Issues:** Consider issues associated with extreme weather events (specifically hurricanes), and assess the potential engineering design and construction cost effects as part of the process of optimizing project siting.
- **Building-Mounted vs. Ground-Mounted Design:** Look at opportunities and obstacles specific to whether installations are located on buildings or on the ground. Associated issues might include required engineering support, length of interconnection to an on-site electric meter, and capacity vs. demand of one or more facilities at the Airport.

As a product of this task, the Project Team will present a table that prioritizes the potential siting locations based on those that have the least potential to interfere with existing and future airport operations, are likely to be most cost-effective from a materials and construction perspective, and are most easily constructed and permitted. Each site alternative will include distinguishing attributes that set it apart from others and justification of rank. The conclusions will be reviewed with the DOA to confirm a preferred project site for additional analysis.

#### **Subtask 5.3 Technical Analysis**

Conduct a technical analysis on the proposed solar project as identified in Task 2 including:

- describing the advantages and disadvantages associated with two appropriate design types: tracking and fixed;
- assessing panel efficiency options based on the site conditions, airport activities, and electricity use;
- preparing an assessment of the utility interconnection permitting process and producing a preliminary system design and electrical one-line drawing;
- producing a generic PV solar system design with an estimated nameplate electricity generating capacity appropriate to the proposed site location.

#### **Subtask 5.4 Financial Analysis**

Conduct a financial analysis of the proposed solar project based on the location identified in Task 2 and the generic system design described in Task 3, including:

- presenting the installed costs, operations and maintenance, and generating performance of the design alternatives;
- reviewing the two primary ownership models: Airport-owned vs. Public-Private Partnership, and providing an estimated cost of electricity and payback period for each option to accurately describe the short-term investment and long-term benefit;
- producing a financial analysis of the recommended option along with a sensitivity analysis to uncover the fundamental assumptions.

#### **Subtask 5.5 Sensitivity Analysis and Recommendations**

The final section of the study will review the risks and opportunities associated with the project alternatives and provide a development timeline for the recommended project. It will also describe



the next steps including bidding and procurement, funding, and outreach to key decision-makers and stakeholders.

**Subtask 5.6 Final Report**

HMMH will deliver a Solar Photovoltaic Siting and Feasibility Study which provides a systematic assessment of sites, designs, and financing options for installing a solar PV system on Palm Beach County Airport property.

**Items of Work Not Included in Scope**

Presentation of the results is not included in this scope.

**Supporting Sub-Consultant**

Harris Miller Miller & Hanson Inc. (HMMH)

**Data & Resources Required From Palm Beach DOA or Other Parties**

Utility bills or otherwise information on the facility's electricity demand and price; plans showing location of electrical meters; plans showing FAA and other regulatory areas, plans showing approximate property boundaries and infrastructure; and maps showing location of regulated natural resources.

**Deliverables**

HMMH will present the results of the siting, technical and financial feasibility as memoranda for tasks 2, 3, and 4 respectively. We will produce a final report as described under Task 6.

**Estimated Duration / Completion Date**

Estimated duration: 6-8 weeks. Completion date: 6-8 weeks from Notice to Proceed.

**Fee Type and Amount**

Fixed Fee: \$33,000.00

## PALM BEACH COUNTY GENERAL CONSULTING SERVICES

### EXHIBIT A-I-6

#### Task Scope Sheet

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Task I-09-DOA-R-006      EIS Planning Support – Design Day Schedules

#### Scope

This task includes ongoing coordination and planning support with the FAA and the EIS Consultant needed to proceed with the next phase of work, which generally includes revisions to the Draft Environmental Impact Statement (DEIS) given the forecast projections prepared by the FAA and published in February 2008 as the Terminal Area Forecasts (TAF) for Palm Beach International Airport (PBI). In particular, the EIS Consultant and the DOA have requested the R&A's support with developing (or updating previously prepared) airport planning and noise analysis-related information that will be needed for Phase 3 of the EIS per the proposed plan of continuing with the existing airfield development concept, but updating the phasing and target demand levels to reflect existing market conditions.

Some of the information specifically requested by the EIS Consultant which will be prepared and provided by R&A under this task includes the following:

- **Updated Forecast-Related Data** – design day levels of passengers and peak hour operations associated with the TAF activity projections for 2009, 2020, 2021, and 2025, as well as actual design day levels of passengers and peak hour operations for an average day in the peak month in 2008. Data would be provided for the various segments of demand (i.e., air carrier, commuter and general aviation).
- **Aircraft Fleet Mix** – aircraft fleet mix (design day – for capacity and delay modeling, and average annual day – for noise modeling) associated with design year referenced above (2008, 2009, 2020, 2021, and 2025). Data would be provided for the various segments of demand (i.e., air carrier, commuter and general aviation).

Using the annual passenger and aircraft operations forecasts included in the February 2008 TAF prepared by the FAA, as well as other derivative forecasts and forecasting assumptions utilized by the FAA in the development of these TAF's for PBI, Peak Month Average Day (PMAD), Peak Hour derivative forecasts, representative future airline activity flight schedules, and projected hourly distribution profiles for 2008, 2009, 2020, 2021, and 2025 will be developed. These schedules will be used for the airfield capacity analysis, noise modeling, and other EIS analyses. Information related to aircraft fleet/type by segment of demand and by scheduled arrival and departure time will be generated. Gating analysis will not be performed and is not included in this scope of services.

**Items of Work Not Included in Scope**

- Gating analysis or the preparation of ramp charts
- Development of annual forecasting assumptions associated with the TAF projections – it is assumed that the FAA-APO will provide a file containing the load factor, historical activity statistics, seats-per-operation metrics, and other relevant information used to generate the February 2008 TAF projections for PBI
- Aircraft delay analysis or airfield modeling

**Supporting Sub-Consultant**

None

**Data & Resources Required From Palm Beach DOA or Other Parties**

FAA TAF model and backup files for PBI (specifically the TAF published on February 2008)

OAG data relative to existing schedules by air carriers at PBI to be obtained through a request for data to OAG. T100 information relative to past and current fleet mix, operations and destinations served from PBI

Flight activity and fleet data from DOA's flight tracking system

**Deliverables**

Excel base spreadsheet of arrivals and departures and time of day, aircraft type, origination and destination markets.

**Estimated Duration / Completion Date**

75 calendar days from Notice to Proceed

**Fee Type and Amount**

Fixed Fee: \$97,600

## **PALM BEACH COUNTY GENERAL CONSULTING SERVICES**

### **EXHIBIT A-I-7**

#### **Task Scope Sheet**

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Task I-09-NCO-R-007	NCO – Support Services for Development Order Amendment/Abandonment and Concurrency Applications
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#### **Scope**

The Airport Master Plan for North Palm Beach County General Aviation Airport (NCO) was updated and approved by the Board of County Commissioners (BCC) on April 15, 2008. The updated Airport Master Plan was then included in the Comprehensive Plan Amendment Round 08-02, which was adopted by the BCC on December 3, 2008. Additionally, revisions to Article 3 of the Palm Beach County Unified Land Development Code (ULDC) have been adopted codifying the Airport Zoning Overlay (AZO) which applies to all properties within the Airport Master Plan that have a PO zoning designation and a U/T land use designation, including NCO. These provisions allow for the implementation of Airport and Non-Airport related uses on lands included in the Airport Master Plan. This task comprises professional consulting services needed to undertake the initial steps needed to obtain the approvals to remove the outdated use approvals and other restrictions, and to increase the intensity (building square footage) on the site to utilize these code provisions.

Additionally, changes to Section 380.06 FS allow for airports identified in an Airport Master Plan and adopted in a Comprehensive Plan to be exempt from the Development of Regional Impact (DRI) requirements. The original DRI Development Order for NCO was approved by the BCC on February 22, 1990. Concurrently, the Special Exemption to allow the Public Airport and Related Facilities was approved by the BCC on the same date. As the DRI may now be abandoned, pursuant to the aforementioned revisions to the Florida Statutes, the DOA may formally request that the BCC abandon the DRI approval. The abandonment application for the Special Exception can be submitted anticipating this taking place. Upon approval of the DOA's request to increase intensity and the abandonment of both the Special Exception and the DRI Development Order, the DOA can then process through the administrative development review officer process in the future as required in the AZO for any permitted Airport or Non-Airport Related Uses (this latter approval process is not part of this scope of work).

A detailed listing of work activities and services provided by the CONSULTANT under this task are outlined below.

#### **Support Services for Applications Preparation and Submission:**

1. Coordinate with Palm Beach County staff, including the DOA and other consultants as it relates to the details of the request and the information needed for the application submittals

2. Review previous approvals and research County files to determine specific requirements and conditions applicable to the NCO property and prepare a Status of Conditions of Approval Summary, which is required as part of the application.
3. Schedule and attend a pre-application meeting to review the proposed changes with Palm Beach County Zoning staff, Land Development, and Environmental Resource Management (ERM) and solicit pre-submittal comments.
4. Prepare a request letter and assist with the abandonment of the previously approved DRI.
5. Prepare an updated Future Airport Development Plan reflecting the proposed intensities for the subsidiary development areas. This will be included in the application for information purposes only.
6. Prepare the Development Order Amendment, Concurrency and Abandonment applications, the justification statement and assemble all documents, including those items prepared by other professionals, and submit complete applications to Palm Beach County.
7. Obtain from Palm Beach County Zoning staff all comments and conditions prior to the public hearings and staff reviews, and adjust the applications as required.
8. Closely monitor the progress of this petition and keep the DOA informed of Palm Beach County requests and requirements.
9. Meet with interested property owners and/or Homeowners' Associations to explain the petition, if needed. It is anticipated that a meeting with the City of Palm Beach Gardens will be scheduled and attended by the CONSULTANT. A maximum of ten Principal hours is allocated to this meeting and pre-work in advance of this meeting.
10. Prepare graphics for use the public hearing, if needed.
11. Attend each of the following meetings and public hearings as representatives for the DOA:
  - a. Pre-application meeting
  - b. Development Order Amendment/Abandonment Application submission
  - c. Certification Development Review Officer Meeting
  - d. Zoning Commission Public Hearing
  - e. Board of County Commissioners Public Hearing

Traffic Impact Study:

A traffic impact study will be prepared for compliance with Palm Beach County Traffic Performance Standards to support the expansion of NCO. The expansion, to be undertaken with the existing airport boundaries, includes 765,000 square feet of industrial development. The work activities and services to be provided include the following:

1. Review previous traffic studies.
2. Meet with Palm Beach County (PBC) Traffic Division staff to determine traffic methodology and gather existing traffic counts.
3. Prepare preliminary evaluation to determine traffic impacts in the year 2018. If there are roadways projected to fail during the buildout period, communicate the results to the DOA and reduce buildout date as necessary.
4. Prepare a traffic study in conformance with PBC traffic performance standards.
5. Summarize the study into a report.
6. Provide ten (10) copies and a PDF file of the report to the DOA.
7. Review comments provided by the PBC Traffic Division.

8. Meet with the DOA to discuss comments.
9. Meet with PBC Traffic Division staff to discuss comments.
10. Revise study and report, as needed, to address comments.
11. Provide ten (10) copies and a PDF file of the revised Report to the DOA.
12. Prepare a preliminary evaluation to determine the traffic impact of 800,000 square feet of office development.
13. Reduce intensity of development and/or buildout date to evaluate traffic impact.
14. Meet with the client to present the results and evaluate options.

**Items of Work Not Included in Scope**

Administrative Development Review Officer Process as required in the AZO  
Public Hearings for Conditional or Requested Uses

**Supporting Sub-Consultant**

Urban Design Kilday Studios  
MTP Group, Inc. (DBE)

**Data & Resources Required From Palm Beach DOA or Other Parties**

- Legal description and survey of the property parcel under consideration for development (to be provided by Palm Beach County Survey Division)
- Drainage Statement (to be provided by the LPA Group as part of its General Consulting Services contract)

**Deliverables**

As outlined throughout the scope presented above

**Estimated Duration / Completion Date**

Within nine (9) months from Notice to Proceed

**Fee Type and Amount**

Fixed Fee - \$73,680

## **PALM BEACH COUNTY GENERAL CONSULTING SERVICES**

### **EXHIBIT A-II**

#### **R&A Work Program #1 - Level 2 Tasks**

Level 2 tasks include Annual Services that the COUNTY requires performed on a reoccurring annual basis. This initial work efforts prescribed for Work Program #1 include one task assigned to Level 2.

<b><u>Task No.</u></b>	<b><u>Description</u></b>
Task II-09-PBI-R-001	Annual Airports Facilities Inspection and Reporting

## **PALM BEACH COUNTY GENERAL CONSULTING SERVICES**

### **EXHIBIT A-II-1**

#### **Task Scope Sheet**

Task II-09-DOA-R-001      Annual Airports Facilities Inspection and Reporting

#### **Scope**

The Consultant shall conduct an Annual Airports Facilities Inspection for the Palm Beach International Airport, Palm Beach County North County General Aviation Airport, Palm Beach County Park Airport (Lantana), Palm Beach County Glades Airport (Pahokee). Specific items to be addressed shall include inspection and reporting services for buildings and structures on the airport property. The report shall identify items which need to be repaired, upgraded or replaced. There shall be interviews completed with maintenance staff to verify items that need to be addressed and a visual inspection shall be made to determine the general condition of the buildings at the four airports. Visual inspection shall be limited to the identification of survey items that are readily accessible to the CONSULTANT. Inspection shall not include disturbance or removal of any structures. Recommend any repair work, and provide cost estimates of the deficiencies and recommended items. Provide photographs of deficiencies. All items shall be noted in the same format as the 2008 Annual Airport Facilities Inspection Report and the estimates shall be approximate costs for items that will be based on current available 2009 costs information provided by manufacturers and contractors.

Specific scope by discipline consists of the following for the four-airport facilities:

#### **I. Architectural/Structural**

Visual inspection of the facilities will be completed and based on the visual inspection, provide a summary of facility condition, and an inventory of components with deficiencies, and rate their condition. Life-safety building code violations found pursuant to the Building Code, and/or other applicable codes, should be identified as a deficiency. Should a code violation be found, identify code with section number, and include appropriate excerpt in the appendix of the report.

The Consultant shall also note the general condition of the building's appearance, i.e., cleanliness, untidiness, and if abuse of the facility is evident. The Consultant shall include a cost estimate reflecting any clean up operation required rectifying the conditions.

A list of facilities that will be included in the architectural/structural inspection include:

#### **Palm Beach International Airport**

- Building 846
- Terminal Building
- Short Term Parking Garage
- Long Term Parking Garages
- ARFF Building



- Air Freight Building
- Airfield Lighting Vault
- Airfield Lighting & NAVAID Systems

Lantana

- Buildings 1 thru 14

Pahokee

- Terminal Building
- Main Hangar & T-Hangars Buildings

North County General Aviation Airport

- Terminal Building
- Fire Pump, Waste/water Facilities
- All T-Hangar Facilities

**II. Civil**

- Conduct a visual inspection survey of the civil components within the premises as part of the Architectural/Structural/Electrical survey. These components generally include airside and landside pavements and drainage in the immediate area of the structures, service roads, fuel farm facilities, antenna towers, area lighting masts, fencing, gates and other civil related features.
- Based on the visual inspection, provide a summary of the condition of the civil related elements noting each deficiency and general condition.
- Recommend any general repair work and provide a probable construction cost estimate for the necessary civil work to correct the situation. Recommendations shall be provided in tabular form.
- Provide photographs of each deficiency with a location and a general description of the location on the airport.
- Assist the Architect with the collection of data and publication of the final report.

**III. Mechanical/ Plumbing/ Fire Protection**

Conduct a visual assessment of the facilities and prepare condition assessment for mechanical, plumbing, fire protection equipment/systems at the four Palm Beach County Airports. The work involves making field observations and documentation of accessible conditions, notation of issues/problems, recommendations, assignment of priority and an estimated cost for correction. The assessment will be made on observations only, no measurements, testing or removal of fixed building elements or equipment panels will be performed.

**IV. Electrical**

A visual inspection shall be made to determine the condition of all main electrical switchgear, secondary distribution systems, interior & exterior lighting systems, receptacle systems, airfield electrical systems, NAVAID systems and airfield electrical vaults. There shall be interviews

completed with all electrical maintenance groups to verify items that need to be addressed. All items shall be noted in the same format as the 2008 Annual Airport Facilities Inspection Reports. Included shall be observation condition notes for all items inspected, recommendations, photos and probable costs estimate for individual items identified to be replaced or repaired. The estimates shall be approximate costs for items that will be based on current available 2009 costs information provided by manufacturers and contractors.

Palm Beach International Airport- Electrical

- Building 846
- Terminal Building
- Short Term Parking Garage
- Long Term Parking Garages
- Long Term & Park & Ride, Employee Exterior Parking Lots
- ARFF Building
- Air Freight Building
- Airfield Lighting Vault
- Airfield Lighting & NAVAID Systems

Lantana- Electrical

- Buildings 1 thru 14 & Site Lighting
- Airfield Lighting Vault
- Airfield Lighting & NAVAID Systems

Pahokee- Electrical

- Site Lighting & Fuel Pumping System
- T-Hangars Buildings
- Airfield Lighting Vault
- Airfield Lighting Systems

North County General Aviation Airport- Electrical

- Terminal Building/Site Lighting
- Fire Pump, Waste/water Facilities
- Airfield Lighting Vault
- Airfield Lighting & NAVAID Systems
- All T-Hangar Facilities

**REPORT**

The report shall contain the following sections and information:

Table of Contents- including the following:

- Site Plan
- Location Plan
- Individual Report sections for each of the four airports

Narrative description of items of concern

Tabular punch lists (individual sections for each discipline) shall include the following information:

- Item of concern
- Action code noting relative urgency of repair work

- Item condition description
- Projected year for repair
- Item location/description
- Suggested action
- Professional discipline for directing repairs
- Photo reference (if any)
- Estimated repair cost
- Action taken (reserved for DOA use)
- Supplemental comment section (for items that do not conform to Tabular punch list)

Appendix- list of DOA documents and code excerpts used during the course of the Project or referenced in the report.

Color photographs of items of concern (color for final reports only; black and white photos acceptable for draft reports).

Schematic airport site plans shall locate and identify items of concern noted in the report.

In addition, provide an electronic version of the final report. The electronic version shall be submitted on CD-ROM for the DOA's use. Each copy of the electronic version of the report will contain a file that is an index of each of the files in the report and a description of what data the respective files contain. The DOA shall provide electronic files of the most recent facilities inspection report for the development of the report document.

**Items of Work Not Included in Scope**

- Additional Topographic Survey
- Geotechnical Services
- Non-destructive testing
- Identification or abatement design for hazardous materials
- Elevator inspection
- Field verification of existing concealed conditions
- Airside (taxiways/taxilanes, aircraft parking apron or GSE storage areas) and landside pavement areas (e.g. roadways, runways, taxiways, etc.) not directly serving (or adjacent to) any of the facilities included in this scope of work
- Assessment of conventional hangar and terminal/administrative offices currently under construction at PHK.

**Supporting Sub-Consultant**

Schenkel Shultz, Inc. - Architectural  
TKW, Inc- Structural  
RW Armstrong- Civil  
Hillers Electrical Engineering- Electrical  
Johnson Levinson Ragan Davila, Inc-(JLRD) - Mechanical/Plumbing/Fire Protection  
Cost Management, Inc. - Cost Estimating services

**Data & Resources Required From Palm Beach DOA or Other Parties**

DOA to provide electronic files of the most recent facilities inspection report.

**Deliverables**

Draft and Final Annual Facilities Inspection Reports

**Estimated Duration / Completion Date**

TBD

**Fee Type and Amount**

Fixed Fee - \$140,700

## **PALM BEACH COUNTY GENERAL CONSULTING SERVICES**

### **EXHIBIT B**

#### **Detailed Fees, Expenses, and Payments**

##### **A. Methods of Payment for Services and Expenses of Consultant**

###### **1. Level I and II Tasks – Specific 2009 and 2010 Projects:**

For labor and expenses expended by CONSULTANT for Specific 2009 and 2010 Projects, COUNTY shall pay CONSULTANT the amount as summarized in **Table B-1**. Paid vacations, holidays, sick leave and leaves of absence are included in the billing rates as CONSULTANT'S overhead and will not be billed separately.

The total lump sum payment by the COUNTY to the CONSULTANT for rendering basic services for Task Level I projects as described in Exhibits "A-I-1" through "A-I-7" and the Task Level II project described in Exhibit "A-II-1", including labor costs, is \$284,550.00. Time and Material payments for Task Level I and II services, which includes survey, geotechnical and specialty subconsultant fees, are \$884,768.00. Lump Sum Expenses for Task Level I and II services are \$106,990.00. Reimbursable expenses for Task Level I and II services are \$97,016.00. The total for labor and expenses for Task I services shall be \$1,373,324.00.

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

###### **2. Level II and III Tasks - Miscellaneous and Administrative Services for 2009 and 2010:**

For labor and expenses expended by CONSULTANT, COUNTY shall pay CONSULTANT the amounts as summarized in **Table B-2**. The labor and fee estimates for the primary subconsultants are summarized in **Tables B-3** through **B-8**. Paid vacations, holidays, sick leave and leaves of absence are included in the billing rates as CONSULTANT'S overhead and will not be billed separately.

###### **Miscellaneous Architectural, Planning, Engineering and Construction Services (III-09-DOA-R-001)**

A Not-To-Exceed labor and expense allowance of One Hundred Fifty Thousand Dollars (\$150,000) is provided to additional services performed under Task III-09-DOA-R-001. A separate proposal or authorization is to be required for this Task. This is to serve as a record keeping arrangement for the performance of miscellaneous planning, engineering and construction services not included under Task I or II. Billing will be on a lump sum or hourly basis as approved by the COUNTY with lump sum and/or reimbursable expenses listed, all charged against Task III-09-DOA-R-001 as established in this Contract.

**Table B-1**

Level I and Level II Task Fee Structure

<b>Task Description</b>	<b>Lump Sum Amount</b>	<b>T&amp;M Amount</b>	<b>Lump Sum Expenses</b>	<b>Reimbursable Expenses</b>	<b>Total Cost</b>
<b>Level 1 Tasks:</b>					
PBI:					
I-00-PBI-R-001 PFC Application	\$ 29,860	\$ -	\$ 750	\$ -	\$ 30,610
I-00-PBI-R-002 AIP Financial Analysis Update	\$ 15,700	\$ -	\$ 250	\$ -	\$ 15,950
I-00-PBI-R-003 PBI Const. Field Svcs. & Insp. - Taxiway L Extension	\$ -	\$ 382,830	\$ -	\$ 42,964	\$ 425,794
I-00-PBI-R-004 PBI Const. Field Svcs. & Insp. - Taxiway F Extension	\$ -	\$ 501,938	\$ -	\$ 54,052	\$ 555,990
I-09-PBI-R-005 PBI Solar Siting and Feasibility Study	\$ 31,350	\$ -	\$ 1,650	\$ -	\$ 33,000
I-09-PBI-R-006 EIS Planning Support - Design Day Schedules	\$ 91,060	\$ -	\$ 6,540	\$ -	\$ 97,600
NCO:					
I-00-NCO-R-007 Concurrency Support Services	\$ 5,380	\$ -	\$ 68,300	\$ -	\$ 73,680
<b>Subtotal - Level 1 Tasks</b>	<b>\$ 173,350</b>	<b>\$ 884,768</b>	<b>\$ 77,490</b>	<b>\$ 97,016</b>	<b>\$ 1,232,624</b>
<b>Level 2 Tasks:</b>					
II-00-DOA-R-001 Annual Facilities Inspections	\$ 111,200	\$ -	\$ 29,500	\$ -	\$ 140,700
<b>Subtotal - Level 2 Tasks</b>	<b>\$ 111,200</b>	<b>\$ -</b>	<b>\$ 29,500</b>	<b>\$ -</b>	<b>\$ 140,700</b>
<b>Grand Total - Level 1 and 2 Tasks</b>	<b>\$ 284,550</b>	<b>\$ 884,768</b>	<b>\$ 106,990</b>	<b>\$ 97,016</b>	<b>\$ 1,373,324</b>

Sources: R&amp;A Team

Prepared by: Ricondo &amp; Associates, Inc.

**Table B-2**

Labor/Fee Estimate Summary (Ricondo & Associates) - Work Program #1

Billing Rate:												
	\$	245	\$	225	\$	175	\$	155	\$	125	\$	75
Task Description	Labor Estimate (Hours)							Fee Estimate (\$)				
	Officer	Director / Project Manager	Managing Consultant	Senior Consultant	Consultant	Admin.	Total	Labor	Expenses	Sub-consultant Expense	Total	
<b>Level 1 Tasks (I-00-DOA-):</b>												
PBI:												
I-09-PBI-R-001 PFC Application	8	56		80	16	12	172	\$ 29,860	\$ 750	\$ -	\$ 30,610	
I-09-PBI-R-002 AIP Financial Analysis Update	4	24		24	40	8	100	\$ 15,700	\$ 250	\$ -	\$ 15,950	
I-09-PBI-R-003 PBI Const. Field Svcs. & Insp. - Taxiway L Extension	12	36		72		16	136	\$ 23,400	\$ 5,500	\$ 396,894	\$ 425,794	
I-09-PBI-R-004 PBI Const. Field Svcs. & Insp. - Taxiway F Extension	16	48		96		20	180	\$ 31,100	\$ 7,000	\$ 517,890	\$ 555,990	
I-09-PBI-R-004 PBI Solar Siting and Feasibility Study	2	8				2	12	\$ 2,440	\$ 60	\$ 30,500	\$ 33,000	
I-09-PBI-R-004 EIS Planning Support - Design Day Schedules	38	80	360			10	488	\$ 91,060	\$ 6,540	\$ -	\$ 97,600	
NCO:												
I-00-NCO-R-007 Concurrency Support Services	4	16			4	4	28	\$ 5,380	\$ 300	\$ 68,000	\$ 73,680	
<b>Subtotal - Level 1 Tasks</b>	<b>84</b>	<b>268</b>	<b>360</b>	<b>272</b>	<b>60</b>	<b>72</b>	<b>1,116</b>	<b>\$ 198,840</b>	<b>\$ 20,400</b>	<b>\$ 1,013,284</b>	<b>\$ 1,232,624</b>	
<b>Level 2 Tasks (II-00-DOA-):</b>												
II-09-DOA-R-001 Annual Facilities Inspections	4	16		24	8	8	60	\$ 9,900	\$ 250	\$ 130,550	\$ 140,700	
<b>Subtotal - Level 2 Tasks</b>	<b>4</b>	<b>16</b>	<b>0</b>	<b>24</b>	<b>8</b>	<b>8</b>	<b>60</b>	<b>\$ 9,900</b>	<b>\$ 250</b>	<b>\$ 130,550</b>	<b>\$ 140,700</b>	
<b>Level 3 Tasks (III-00-DOA-):</b>												
<b>Subtotal - Level 3 Tasks</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>Subtotal - Level 1, 2 and 3 Tasks (with Defined Scopes)</b>	<b>88</b>	<b>284</b>	<b>360</b>	<b>296</b>	<b>68</b>	<b>80</b>	<b>1,176</b>	<b>\$ 208,840</b>	<b>\$ 20,650</b>	<b>\$ 1,143,834</b>	<b>\$ 1,373,324</b>	
											Allowance Accounts: III-09-DOA-R-001 Miscellaneous AEP Services \$ 150,000 III-09-DOA-R-002 Miscellaneous Financial Services \$ 50,000 III-09-DOA-R-003 Staff Extension \$ 100,000 III-09-DOA-R-004 Miscellaneous Environmental Consultin \$ 50,000 Subtotal Allowances: \$ 350,000	
											Grand Total: \$ 1,723,324	

Source: Ricondo & Associates, Inc.  
 Prepared by: Ricondo & Associates, Inc.

**Table B-3**

Labor/Fee Estimate Summary (R.W. Armstrong) - Work Program #1

Task Description	Labor Estimate (Hours)					Fee Estimate (\$)		
	Director	Sr. Project Manager	Senior Engineer	Senior Inspector	Total	Labor	Expenses	Total
<b>Level 1 Tasks (I-00-DOA-):</b>								
PBI:								
I-09-PBI-R-003 PBI Const. Field Svcs. & Insp. - Taxiway L Extension	40	176	296		512	\$ 84,616	\$ 11,200	\$ 95,816
I-09-PBI-R-004 PBI Const. Field Svcs. & Insp. - Taxiway F Extension	40	176	296	2,700	3,212	\$ 376,216	\$ 41,200	\$ 417,416
<b>Subtotal - Level 1 Tasks</b>	<b>80</b>	<b>352</b>	<b>592</b>	<b>2,700</b>	<b>3,724</b>	<b>\$ 460,832</b>	<b>\$ 52,400</b>	<b>\$ 513,232</b>
<b>Level 2 Tasks (II-00-DOA-):</b>								
II-09-DOA-R-001 Annual Facilities Inspections		70	110		180	\$ 28,890	\$ 2,600	\$ 31,490
<b>Subtotal - Level 2 Tasks</b>	<b>0</b>	<b>70</b>	<b>110</b>	<b>0</b>	<b>180</b>	<b>\$ 28,890</b>	<b>\$ 2,600</b>	<b>\$ 31,490</b>
<b>Level 3 Tasks (III-00-DOA-):</b>								
<b>Subtotal - Level 3 Tasks</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Grand Total</b>	<b>80</b>	<b>422</b>	<b>702</b>	<b>2,700</b>	<b>\$ 3,904</b>	<b>\$ 489,722</b>	<b>\$ 55,000</b>	<b>\$ 544,722</b>

Source: R.W. Armstrong & Associates, Inc.  
 Prepared by: R.W. Armstrong & Associates, Inc.



**Table B-4**

Labor/Fee Estimate Summary (Schenkel-Shultz) - Work Program #1

Task Description	Labor Estimate (Hours)						Fee Estimate (\$)			
	Program Director I	Program Director II	Project Architect	Architect	Cadd Tech.	Job Site Inspector	Total	Labor	Expenses	Total
<b>Level 1 Tasks (I-00-DOA-):</b>										
PBI:										
<b>Subtotal - Level 1 Tasks</b>										
	0	0	0	0	0	0	0	\$ -	\$ -	\$ -
<b>Level 2 Tasks (II-00-DOA-):</b>										
II-09-DOA-R-001 Annual Facilities Inspections	4	80	168	24	16	96	388	\$ 52,160	\$ 26,650	\$ 78,810
<b>Subtotal - Level 2 Tasks</b>										
	4	80	168	24	16	96	388	\$ 52,160	\$ 26,650	\$ 78,810
<b>Level 3 Tasks (III-00-DOA-):</b>										
<b>Subtotal - Level 3 Tasks</b>										
	0	0	0	0	0	0	0	\$ -	\$ -	\$ -
<b>Grand Total</b>										
	4	80	168	24	16	96	388	\$ 52,160	\$ 26,650	\$ 78,810

Source: Schenkel-Shultz Architecture  
 Prepared by: Schenkel-Shultz Architecture

**Table B-5**

Labor/Fee Estimate Summary (ADA Engineering Std. Field) - Work Program #1

Task Description	Billing Rate:			Labor Estimate (Hours)				Fee Estimate (\$)			
	\$	72	\$	151	\$	45					
	Sr. Inspector	Threshold Inspector	Inspector	Total	Labor	Expenses	Total				
Level 1 Tasks (I-00-DOA-): PBI:											
I-09-PBI-R-003 PBI Const. Field Svcs. & Insp. - Taxiway L Extension	2,700			2,700	\$ 194,400	\$ 21,600	\$ 216,000				
<b>Subtotal - Level 1 Tasks</b>	<b>2,700</b>	<b>0</b>	<b>0</b>	<b>2,700</b>	<b>\$ 194,400</b>	<b>\$ 21,600</b>	<b>\$ 216,000</b>				
Level 2 Tasks (II-00-DOA-):											
<b>Subtotal - Level 2 Tasks</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>				
Level 3 Tasks (III-00-DOA-):											
<b>Subtotal - Level 3 Tasks</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>				
<b>Grand Total</b>	<b>2,700</b>	<b>0</b>	<b>0</b>	<b>2,700</b>	<b>\$ 194,400</b>	<b>\$ 21,600</b>	<b>\$ 216,000</b>				

Source: A.D.A. Engineering, Inc.  
Prepared by: A.D.A. Engineering, Inc.

**Table B-6**

Labor/Fee Estimate Summary (Nodarse) - Work Program #1

<b>Billing Rate:</b>		\$ 120	\$ 75	\$ 65	\$ 50	\$ 48				
<b>Task Description</b>	<b>Sr. Project Engineer / Manager</b>	<b>Staff Engineer</b>	<b>Labor Estimate (Hours)</b>			<b>Total</b>	<b>Fee Estimate (\$)</b>			
			<b>Sr. Eng. Tech. / Threshold Insp. Rep.</b>	<b>Engineering Tech. / Cadd Tech.</b>	<b>Admin.</b>		<b>Labor</b>	<b>Expenses</b>	<b>Total</b>	
<b>Level 1 Tasks (I-00-DOA-):</b>										
PBI:										
I-09-PBI-R-003 PBI Const. Field Svcs. & Insp. - Taxiway L Extension	18	528	528	55	33	1,162	\$ 80,414	\$ 4,664	\$ 85,078	
I-09-PBI-R-004 PBI Const. Field Svcs. & Insp. - Taxiway F Extension	22	704	528	55	44	1,353	\$ 94,622	\$ 5,852	\$ 100,474	
<b>Subtotal - Level 1 Tasks</b>		<b>40</b>	<b>1232</b>	<b>1056</b>	<b>110</b>	<b>77</b>	<b>2515</b>	<b>\$ 175,036</b>	<b>\$ 10,516</b>	<b>\$ 185,552</b>
<b>Level 2 Tasks (II-00-DOA-):</b>										
II-09-DOA-R-001 Annual Facilities Inspections										
<b>Subtotal - Level 2 Tasks</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Level 3 Tasks (III-00-DOA-):</b>										
<b>Subtotal - Level 3 Tasks</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Grand Total</b>		<b>40</b>	<b>1,232</b>	<b>1,056</b>	<b>110</b>	<b>77</b>	<b>2,515</b>	<b>\$ 175,036</b>	<b>\$ 10,516</b>	<b>\$ 185,552</b>

Source: Nodarse & Associates, Inc.  
 Prepared by: Nodarse & Associates, Inc.

**Table B-7**

Labor/Fee Estimate Summary (Hillers Electrical) - Work Program #1

Task Description	Billing Rate:			Labor Estimate (Hours)				Fee Estimate (\$)			
		\$ 95	\$ 90	\$ 40	Professional Engineer	Project Engineer	Clerical	Total	Labor	Expenses	Total
	<b>Level 1 Tasks (I-00-DOA-):</b> PBI:										
<b>Subtotal - Level 1 Tasks</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>Level 2 Tasks (II-00-DOA-):</b>											
II-09-DOA-R-001 Annual Facilities Inspections	40	165	40	245	\$ 20,250	\$ -	\$ 20,250				
<b>Subtotal - Level 2 Tasks</b>	<b>40</b>	<b>165</b>	<b>40</b>	<b>245</b>	<b>\$ 20,250</b>	<b>\$ -</b>	<b>\$ 20,250</b>				
<b>Level 3 Tasks (III-00-DOA-):</b>											
<b>Subtotal - Level 3 Tasks</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>				
<b>Grand Total</b>	<b>40</b>	<b>165</b>	<b>40</b>	<b>245</b>	<b>\$ 20,250</b>	<b>\$ -</b>	<b>\$ 20,250</b>				

Source: Hillers Electrical Engineering, Inc.  
 Prepared by: Hillers Electrical Engineering, Inc.

**Table B-8**

Labor/Fee Estimate Summary (HMMH) - Work Program #1

<b>Billing Rate:</b>		\$ 275	\$ 190	\$ 120	\$ 100					
						<b>Labor Estimate (Hours)</b>			<b>Fee Estimate (\$)</b>	
<b>Task Description</b>	<b>Supervisory Consultant I</b>	<b>Sr. Project Support</b>	<b>Consultant I</b>	<b>Project Support I / Consultant III</b>	<b>Total</b>	<b>Labor</b>	<b>Expenses</b>	<b>Total</b>		
<b>Level 1 Tasks (I-00-DOA-):</b>										
PBI:										
I-09-PBI-R-004 PBI Solar Siting and Feasibility Study	2	84	20	100	206	\$ 28,910	\$ 1,590	\$ 30,500		
<b>Subtotal - Level 1 Tasks</b>										
	2	84	20	100	206	\$ 28,910	\$ 1,590	\$ 30,500		
<b>Level 2 Tasks (II-00-DOA-):</b>										
<b>Subtotal - Level 2 Tasks</b>										
	0	0	0	0	0	\$ -	\$ -	\$ -		
<b>Level 3 Tasks (III-00-DOA-):</b>										
<b>Subtotal - Level 3 Tasks</b>										
	0	0	0	0	0	\$ -	\$ -	\$ -		
<b>Grand Total</b>										
	2	84	20	100	206	\$ 28,910	\$ 3,180	\$ 61,000		

Source: HMMH  
 Prepared by: HMMH

**Miscellaneous Financial Consulting and Capital Programming Services (III-09-DOA-R-002)**

In support of the DOA's ongoing monitoring of, updates to, and implementation of the Airport System's Capital Improvement Program (CIP), it may be necessary to conduct periodic financial planning tasks and/or scope-specific analyses. These financial planning tasks or analyses may focus on assessing the DOA's spending capacity resulting from increases or decreases in aviation activity, evaluating the airport's rates and charges, analyzing the benefit-cost or feasibility of undertaking a capital project, or evaluating impacts on O&M expenditures resulting from changes in demand or airport modifications.

In addition, these services may include re-defining funding strategies for the various capital improvement projects; grant management and consultation; PFC-collections and utilization monitoring, and general financial planning services relative to individual CIP projects. These services will also include, as necessary and as requested by the DOA, airline consultation meetings.

Lastly, this task will include bi-annual reviews and updates to the Airport System's Capital Improvement Program. It is anticipated that these bi-annual meetings will include a half-day to full-day working session with DOA staff, and coordination meetings (or conference calls) with the FAA Project Manager and FDOT representative responsible for the DOA airport system. Following the work session with the DOA and the agency coordination with the FAA and FDOT, the Joint Automated Capital Improvement Program (JACIP) modules for each of the four County-owned airports will be updated to reflect the revised CIP.

The services outlined above will be provided on an as-needed basis and as requested by the DOA. Services under this task will not be originated by the Consultant team without prior consent or approval from the DOA.

A Not-To-Exceed labor and expense allowance of Fifty Thousand Dollars (\$50,000) is provided to additional services performed under Task III-09-DOA-R-002. A separate proposal or authorization is to be required for this Task. This is to serve as a record keeping arrangement for the performance of miscellaneous planning, engineering and construction services not included under Task I or II. Billing will be on a lump sum or hourly basis as approved by the COUNTY with lump sum and/or reimbursable expenses listed, all charged against Task III-09-DOA-R-002 as established in this Contract.

**Staff Extension – General Consulting Services (Task III-09-DOA-R-003)**

A labor and expense allowance of One Hundred Thousand Dollars (\$100,000) is provided to additional services performed under Task III-09-DOA-R-003. Billing will be based on the hourly billing rates labor costs listed in Table I with reimbursable expenses listed, all charged against Task III-09-DOA-R-003 as established in the Contract. This task will not require a separate proposal and includes services performed by the CONSULTANT and its Subconsultants.

**Miscellaneous Environmental Consulting Services (Task III-09-DOA-R-004)**

These services will include advice and consultation regarding federal environmental regulatory and procedural requirements necessary for airport improvement projects. A labor and expense allowance

of One Hundred Thousand Dollars (\$50,000) is provided to additional services performed under Task III-09-DOA-R-004. Billing will be based on the hourly billing rates labor costs listed in Table I with reimbursable expenses listed, all charged against Task III-09-DOA-R-004 as established in the Contract. This task will not require a separate proposal and includes services performed by the CONSULTANT and its Subconsultants.

**Miscellaneous:**

If it is necessary to increase the compensation beyond the above labor and expense amount, prior written approval shall be obtained from the COUNTY authorizing said increase in compensation. It is understood and agreed that the CONSULTANT shall not be obligated to perform any services beyond the amounts specified above without additional compensation being paid. CONSULTANT shall give written notice to the COUNTY when the total compensation due the CONSULTANT reaches 90 percent of the total amount set forth herein.

**3. Prime Subconsultants:**

For services rendered by prime subconsultants employed by CONSULTANT, in connection with all basic and miscellaneous services, COUNTY shall pay the amount billed to CONSULTANT therefore. It is understood and agreed by COUNTY that as a minimum the following prime subconsultants shall be retained by CONSULTANT and their services shall be billed as follows:

Prime Subconsultants are:

- RW Armstrong – Design Services and Construction Field Services and Inspection
- Schenkel Shultz – Architecture, Facilities Inspection, and Disaster Response
- ADA Engineering – Stormwater Permitting and Construction Field Services and Inspection
- BND Engineers, Inc. – Utilities Design and Coordination
- Brown & Philips, Inc. (BBE) – Topographic Surveying and Mapping
- Fullerton and Friar – Financial Advisory Services
- Harris, Miller, Miller and Hanson (HMMH) - Noise Consultant
- Hillers Electrical Engineering (HBE) – Airfield Electrical Engineering / Navaids
- Kaplan, Kirsch & Rockwell, LLC. – Environmental Consulting Services
- Nodarse & Associates, Inc. (WBE) – Geotechnical / Quality Assurance Testing
- O.R. Colan Associates, LLC. - Land Acquisition Services
- Simat Helliesen & Eichner, Inc. – Airline Market Analysis
- Urban Design-Kilday Studios – Concurrency Planning

Billing will be on a lump sum or hourly basis as approved by the COUNTY with lump sum and/or reimbursable expenses listed. Billing Rates will be as set forth in **Exhibit B-1**.

**4. Special Subconsultants and Subcontractors:**

For services rendered by special subconsultants and subcontractors agreed to by COUNTY in advance in writing, and employed by CONSULTANT in connection with all services, COUNTY shall pay the amount billed to CONSULTANT for subconsultant's and/or subcontractor's personnel. All reimbursable expenses shall be billed in accordance with Article 3 and shall be paid the amount billed therefore.

**5. Reimbursable Expenses:**

In addition to payments provided for in Article 3, COUNTY shall pay CONSULTANT and its subconsultants and subcontractors the actual cost of reimbursable expenses incurred where goods or services are procured from commercial sources. For services furnished CONSULTANT or its subconsultant or subcontractor from sources within its own facilities, such as computer or reproduction services and the like, COUNTY shall pay CONSULTANT the amounts as determined from the CONSULTANT'S or subconsultant's schedule of rates in effect at the time services are provided. Reimbursable expense shall be understood to include authorized travel including air fare, hotel costs, meals, automobile lease and rental, reimbursed use of private automobiles, commercial services and reproduction, printing, long distance telephone, express mailing, testing apparatus, and incidental expenses. Authorized reimbursable expenses shall require prior written approval by COUNTY. Subsistence expenses when authorized in writing by COUNTY shall be paid at rates set forth in **Table B-3**.

**6. Lump Sum Expenses:**

Expenses included in Item 5, above, may be considered as Lump Sum Expenses, as identified in each Task. These expenses will not be itemized, and shall be included in each Task as Lump Sum Expenses. Additional expenses may be categorized as Lump-Sum with the COUNTY'S concurrence.

**B. Time and Method of Payment**

CONSULTANT shall submit monthly statements for basic and additional services rendered, and for reimbursable and subsistence expenses incurred. COUNTY shall make payments in response to CONSULTANT'S monthly statements within (30) days of the date of COUNTY'S receipt of said monthly statements. All disputed or unsupported items shall be returned to the CONSULTANT for correction.

Progress payments to CONSULTANT shall be due and payable monthly in proportion to the percentage of work accepted and approved by the COUNTY.

**C. General**

Hourly labor billing rates for all CONSULTANT and subconsultant personnel engaged indirectly on the project, including, but not limited to, officers, principals, engineers, architects, survey men, Junior Engineers, draftsmen, specification writers, estimators, other technical personnel, stenographers, typists and clerks, shall be as set forth in **Exhibit B-1**.

Labor Costs shall include, when authorized by COUNTY, overtime at higher than regular rates to the extent defined by U.S. Federal Wage and Hour Law, but services at said overtime rates shall be utilized only when given prior written approval of the COUNTY.



**Table B-3**

Schedule of Subsistence and Reimbursable Expenses

The following unite prices are used in the Contract for Calendar year 2009. Adjustments for subsequent years will be based on Federal rates at the current time of the written task and authorization.

Air Travel <sup>1/</sup>	At Coach/Economy Cost <i>Based on appropriate City-Pair</i>
Per Diem	\$95/Day <i>Based on a quarter period (6 hours), no receipts.</i>
OR:	
Hotel Lodging	\$163.00 per person per day <i>Based on 2009 Federal Per Diem</i>
Subsistence	\$40.00 per person per day Breakfast: \$6.00 Lunch: \$12.00 Dinner: \$22.00 <i>Based on 2009 Palm Beach County Policies and Procedures Manual Travel – PPM# CW-F-009</i>
Rental Car	\$56.75 per car per day <i>Based on 2009 Budget Rental Rates</i>
Personal Auto	\$0.55 per mile <i>Based on 2009 Palm Beach County Policies and Procedures Manual Travel – PPM# CW-F-009 (IRS Standard Rate Beginning 01/01/2009)</i>
Overnight Delivery	At Cost
Outside Reprographic Services	At Cost

1/ Persons must specify the most economical method of travel. All travel must be by a usually traded route. If a person travels by an indirect route for personal convenience, any extra cost(s) will be at the traveler's expense. Commercial air travel by the most economical class. Other carrier rates paid only if a statement is attached certifying that tourist or coach was not available at a reasonable flight time.

Source: 2009 Palm Beach County Policies and Procedures Manual Travel – PPM # CW-F-009  
Prepared by: Ricondo & Associates, Inc.

**PALM BEACH COUNTY GENERAL CONSULTING SERVICES**

**EXHIBIT B-I**

**2009 Hourly Billing Rates<sup>1</sup>**

The following is a summary of the 2009 hourly billing rates by labor category for each of the primary team members associated with the Ricondo & Associates, Inc. Team. The following hourly billing rates are for used during Calendars Years 2009 and 2010 and apply to the Palm Beach County Department of Airports General Consulting Services Contract. Overhead and profit is included in these billing rates for the CONSULANT. The manhour salary costs by job title description may be increased at the COUNTY'S discretion.

**Ricondo & Associates, Inc.**

<u>Labor Category</u>	<u>Billing Rates</u>
Officer	\$245.00
Director/Project Manager	\$225.00
Managing Consultant	\$175.00
Senior Consultant	\$155.00
Consultant	\$125.00
Technical Specialist	\$90.00
Administrative	\$75.00

**R.W. Armstrong**

<u>Labor Category</u>	<u>Billing Rates</u>
Director	\$230.00
Senior Project Manager	\$188.00
Project Manager	\$165.00
Senior Engineer	\$143.00
Design Manager	\$133.00
Engineer/Designer	\$122.00
Senior Inspector	\$108.00
Senior Cadd Tech	\$91.00
Cadd Tech	\$81.00

<sup>1</sup> Hourly billing rates subject to annual increases reflective of the Consumer Price Index as published by the U.S. Bureau of Labor Statistics.

**Schenkel-Shultz**

<u>Labor Category</u>	<u>Billing Rates</u>
Senior Program Director	\$275.00
Program Director I	\$220.00
Program Director II	\$200.00
Project Director	\$160.00
Project Architect	\$120.00
Job Site Inspector	\$120.00
Spec. Writer	\$115.00
Architect	\$100.00
Cadd Tech	\$75.00
Clerical	\$55.00

**ADA Engineering Std. Office**

<u>Labor Category</u>	<u>Billing Rates</u>
Principal/Sr. Constr. Manager	\$230.00
Program Manager/Sr. Consultant	\$215.00
Project/Design Manager	\$200.00
Project Engineer	\$175.00
Construction Manager/Senior Scheduler/Senior Estimator	\$160.00
Staff Engineer/Mid-Level Scheduler	\$142.00
GIS Specialist/Scheduler	\$110.00
Technical Editor	\$96.00
Senior/Design Technician/Scheduler	\$85.00
Estimator/Admin.	\$74.00

**ADA Engineering Std. Field**

<u>Labor Category</u>	<u>Billing Rates</u>
Senior Construction Manager	\$173.00
Threshold Inspector	\$151.00
Senior Scheduler	\$122.00
Senior Estimator	\$122.00
Constr. Manager	\$114.00
Mid-Level Scheduler	\$108.00
Scheduler	\$81.00
Senior Inspector	\$72.00
Estimator	\$56.00
Inspector	\$45.00

**BND Engineers**

<u>Labor Category</u>	<u>Billing Rates</u>
Principal	\$240.00
Senior Project Manager	\$149.00
Principal Engineer	\$179.00
Project Manager	\$137.00
Senior Engineer	\$132.00
Junior Engineer	\$100.00
Cadd Tech	\$69.00
Technical Specialist	\$69.00

**Brown & Phillips**

<u>Labor Category</u>	<u>Billing Rates</u>
Expert Witness	\$265.00
3-man Field Crew	\$132.00
Professional	\$125.00
2-man Field Crew	\$115.00
Survey Tech	\$85.00
Cadd Tech	\$80.00

**Nodarse**

<u>Labor Category</u>	<u>Billing Rates</u>
Expert Witness Testimony	\$270.00
Principal Engineer/Scientist	\$150.00
Threshold Inspector	\$145.00
Senior Project Engineer/Manager	\$120.00
Project Engineer	\$90.00
Staff Engineer	\$75.00
Senior Engineering Tech/Threshold Insp. Rep.	\$65.00
Engineering Tech/Cadd Tech	\$50.00
Admin.	\$48.00

**Hillers Electrical Engineering, Inc.**

<u>Labor Category</u>	<u>Billing Rates</u>
Project Manager	\$105.00
Senior Engineer	\$95.00
Professional Engineer	\$95.00
Project Engineer	\$90.00
Field Engineer	\$85.00
Cadd Tech	\$70.00
Clerical	\$40.00

**Simat, Helliesen, and Eichner, Inc.**

<u>Labor Category</u>	<u>Billing Rates</u>
Vice President	\$275
Principal	\$220
Senior Manager	\$210
Manager	\$176
Graphics Manager	\$162
Senior Associate	\$130
Graphics Specialist	\$115
Administrative	\$88
Staff Assistant	\$72

**Fullerton/Friar**

<u>Labor Category</u>	<u>Billing Rates</u>
Principal	\$350.00
Vice President	\$250.00

**Kaplan, Kirsch & Rockwell, LLC**

<u>Labor Category</u>	<u>Billing Rates</u>
Principal	\$310.00
Clerk	\$120.00

**HMMH**

<u>Labor Category</u>	<u>Billing Rates</u>
Supervisory/Consultant I	\$275.00
Supervisory Consultant/Senior Programmer/Software Support	\$255.00
Principal Consultant I	\$225.00
Principal Consultant II	\$200.00
Senior Project Support	\$190.00
Senior Consultant/Scientist I/Programmer/Software Support	\$175.00
Senior Consultant/Scientist II	\$150.00
Senior Consultant/Scientist III	\$130.00
Consultant I	\$120.00
Consultant II	\$110.00
Project Support I/Consultant III	\$100.00
Project Support II	\$90.00

**O.R. Colan**

<u>Labor Category</u>	<u>Billing Rates</u>
Principal	\$151.00
Agent	\$104.00
Agent	\$94.00

**Urban Design-Kilday Studios**

<u>Labor Category</u>	<u>Billing Rates</u>
Professional Testimont	\$260.00
Principal	\$145.00
Project Manager	\$120.00
Licensed Landscape Architect	\$110.00
Urban Planner	\$85.00
Landscape Designer	\$85.00
CADD Technician	\$60.00
Clerical	\$50.00

**PALM BEACH COUNTY GENERAL CONSULTING SERVICES**

**EXHIBIT B-II**

**Schedule of Payments**

The scope of work to be completed by CONSULTANT as defined in Exhibit "A" consists of specific completion phases which shall be clearly identified on a phase-by-phase basis upon submission to the COUNTY of certain "deliverables"\* as expressly indicated below. Compensation for the work tasks stated herein shall be in accordance with the following schedule of payments.

**PHASE 1**

Tasks to be completed: All Level 1 and Level 2 tasks prescribed herein as Work Program #1.

Completion Time: 12 Months from issuance of Notice to Proceed (NTP).

Compensation for Phase 1: Total of \$1,373,324 (excludes Level 3 tasks) to be paid incrementally by the Palm Beach Department of Airports (DOA) on a monthly basis to reflect the actual level of effort performed to date.

Deliverable(s) required: In addition to the final and interim deliverables prescribed in Exhibit A-1, monthly progress reports will be submitted by the CONSULTANT to the DOA.

\* "Deliverables" shall be defined as progress reports, prepared maps, bid documents, completed drawings, specific reports, work plans, documentation of meetings attended, assessment study reports, analysis reports, summary reports, recommendation reports and related draft reports and verifiable deliverables.



## **PALM BEACH COUNTY GENERAL CONSULTING SERVICES**

### **EXHIBIT C**

#### **Proposed Schedules**

**Task I-09- PBI-R-001 PBI PFC Application 09-10-C-00-PBI**

Within six (6) months from the NTP

**Task I-09- PBI-R-002 PBI AIP Financial Analysis Update**

Within 30 days form the NTP

**Task I-09-PBI-R-003 PBI Construction Field Services and Inspections – Taxiway L Extension**

12 months from NTP\*

\* Per PBIA Tentative Projects Schedule -Airside produced by LPA Group on April 26, 2009.

**Task I-09-PBI-R-004 PBI Construction Field Services and Inspections – Taxiway F Extension**

12 months from NTP\*

\* Per PBIA Tentative Projects Schedule -Airside produced by LPA Group on April 26, 2009.

\*\* As directed by Palm Beach County Department of Airports staff, the duration of Taxiway F extension was reduced from 16 months to 12 months.

**Task I-09- PBI-R-005 PBI Solar Siting and Feasibility Study**

Within three (3) months from the NTP

**Task I-09- PBI-R-006 EIS Planning Support – Design Day Schedules**

75 days from the NTP

**Task I-09-NCO-R-007 Concurrency Support Services**

Nine (9) months from the NTP

**Task II-09-PBI-R-001 Annual Airports Facilities Inspection and Reporting**

To be determined

**ATTACHMENT D**  
**EXHIBIT D**  
**DBE/MBE PARTICIPATION PLAN**

## **PALM BEACH COUNTY GENERAL CONSULTING SERVICES**

### **EXHIBIT D**

#### **Disadvantaged Business Enterprise Compliance**

**Table D-1** summarizes the estimated fees for each of our team members that are a certified DBE, MBE and/or WBE firm, demonstrating that we will exceed the DBE goal of 25 percent during Work Program #1.

**Table D-1**  
**DBE/MBE/WBE Budget Summary - Work Program #1**

Task Description	DBE/MBE/WBE Consultants							Total DBE	Program Total
	ADA	BND	B&P	Nodarse	HEE	Specialty			
<b>Level 1 Tasks:</b>									
PBI:									
I-09-PBI-R-001 PFC Application	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,610
I-09-PBI-R-002 AJP Financial Analysis Update	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,950
I-09-PBI-R-003 PBI Const. Field Svcs. & Insp. - Taxiway L Extension	\$ 216,000	\$ -	\$ -	\$ 85,078	\$ -	\$ -	\$ -	\$ 301,078	\$ 425,794
I-09-PBI-R-004 PBI Const. Field Svcs. & Insp. - Taxiway F Extension	\$ -	\$ -	\$ -	\$ 100,474	\$ -	\$ -	\$ -	\$ 100,474	\$ 555,990
I-09-PBI-R-004 PBI Solar Siting and Feasibility Study	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 33,000
I-09-PBI-R-004 EIS Planning Support - Design Day Schedules	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 97,600
NCO:									
I-00-NCO-R-007 Concurrency Support Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 38,000 <sup>11</sup>	\$ -	\$ 38,000	\$ 73,680
<b>Subtotal - Level 1 Tasks</b>	<b>\$ 216,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 185,552</b>	<b>\$ -</b>	<b>\$ 38,000</b>	<b>\$ -</b>	<b>\$ 439,552</b>	<b>\$ 1,232,624</b>
<b>Level 2 Tasks:</b>									
II-09-DOA-R-001 Annual Facilities Inspections	\$ -	\$ -	\$ -	\$ -	\$ 20,250	\$ 9,800 <sup>12</sup>	\$ -	\$ 30,050	\$ 140,700
<b>Subtotal - Level 2 Tasks</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 20,250</b>	<b>\$ 9,800</b>	<b>\$ -</b>	<b>\$ 30,050</b>	<b>\$ 140,700</b>
<b>Level 3 Tasks:</b>									
III-09-DOA-R-001 Miscellaneous AEP Services								\$ -	\$ 150,000
III-09-DOA-R-002 Miscellaneous Financial Services								\$ -	\$ 50,000
III-09-DOA-R-003 Staff Extension								\$ -	\$ 100,000
III-09-DOA-R-004 Miscellaneous Environmental Consulting								\$ -	\$ 50,000
<b>Subtotal - Level 3 Tasks</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 350,000</b>
<b>Grand Total</b>	<b>\$ 216,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 185,552</b>	<b>\$ 20,250</b>	<b>\$ 47,800</b>	<b>\$ -</b>	<b>\$ 469,602</b>	<b>\$ 1,723,324</b>
<b>Share</b>	<b>12.5%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>10.8%</b>	<b>1.2%</b>	<b>2.8%</b>	<b>-</b>	<b>27.3%</b>	<b>100%</b>

<sup>11</sup> Of the \$73,680 budget allocated to Ricondo & Associates, Inc. for the Concurrency Support Services, \$38,000 will be performed by MTP Group, Inc., a certified DBE consultant.

<sup>12</sup> Of the \$82,010 budget allocated to Schenkel-Shultz for the Annual Facilities Inspections, \$9,800 will be performed by TKW and CMI, both certified DBE consultants.

Sources: R&A Team  
 Prepared by: Ricondo & Associates, Inc.

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

PROJECT NAME: General Consulting Services for Palm Beach County Department of Airports PROJECT NUMBER:
NAME OF PRIME: Ricondo & Associates, Inc.
CONTACT PERSON: Pete Ricondo, P.E TELEPHONE NUMBER: 305-260-2727
SUBMITTAL DATE: July 10, 2009

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

Table with 5 columns: Name, Address and Telephone Number of DBE Consultant; Type and Description of Work To Be Performed; Black; Hispanic; Women; Other (Please Specify). Rows include Hillers Electrical Engineering, Inc., Nodarse & Associates, Inc., A.D.A. Engineering, Inc., and Cyriaks Environmental Consulting Services (CECOS).

PRIME CONSULTANT TO COMPLETE:
TOTAL % PARTICIPATION: 24.5% (See Notes Below)
DBE

2/23/94

Notes:

- 1. R&A will also secure the services of three specialty consultants (MTP Group, Inc. TKW and CMI) that are certified DBE firms that will represent 2.8 percent of the total Work Program #1 costs, thereby increasing the DBE participation to 27.3 percent.
2. Totals may not add due to rounding.



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

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

**NOTE:**

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

**Florida Department of Transportation 2008.**



State of Florida

*Certification*

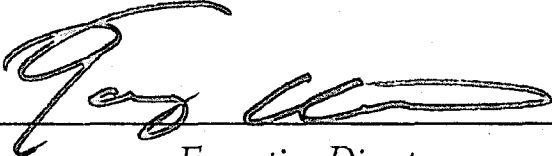
A.D.A Engineering, Inc.

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

May 14, 2008

to

May 14, 2009

  
Executive Director

*Florida Department of Management Services  
Office of Supplier Diversity*







State of Florida

*Certification*

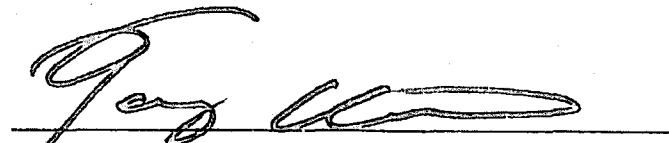
BND Engineers, Inc.

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

June 4, 2008

to

June 4, 2009

  
Executive Director

*Florida Department of Management Services  
Office of Supplier Diversity*



Carlos Alvarez, Mayor

Small Business Development  
111 NW 1st Street • 19th Floor  
Miami, Florida 33128-1906  
T 305-375-3111 F 305-375-3160

miamidade.gov

March 3, 2009

**CERT. NO:** 9609

Basil Williams  
BND ENGINEERS, INC.  
4090 NW 97th Ave, Suite 300  
Miami, FL 33178-0000

**APPROVAL DATE(s):** 02/28/2009 - DBE

**ANNIVERSARY DATE** 02/28/2010

Dear Basil Williams:

Small Business Development (SBD) has completed the review of your application and attachments submitted for certification. Your firm is officially certified as a Disadvantaged Business Enterprise (DBE) in the categories listed below.

While DBE certification qualifies your firm to bid and participate on projects with DBE participation requirements, please note that this certification does not allow you to participate on projects with Community Small Business Enterprise (CSBE), Small Business Enterprise (SBE) and/or Community Business Enterprise (CBE) requirements unless you are specifically certified for these programs.

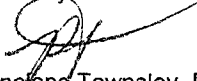
Your DBE certification requires you complete a Continuing Eligibility Form annually. To ensure timely processing, please complete the Continuing Eligibility Form available at <http://www.miamidade.gov/sba/forms.asp> and return it along with supporting documentation by the anniversary date. A hard copy is available upon request and may be sent to you via mail or facsimile. Failure to complete the required form subjects your firm to removal from the Florida DBE Unified Certification Directory.

If any changes occur within your company during the certified period (such as ownership, address, telephone number, trade category, licensing, technical certification, bonding capacity, or if the business ceases to exist) you are required to notify this department in writing, immediately. It is of critical importance that the current information regarding your company be updated. All inquiries or changes related to this certification should be directed to the SBD Certification Unit.

Should you have questions regarding your firm's certification, please contact the Certification Unit at [SBDcert@miamidade.gov](mailto:SBDcert@miamidade.gov) or call (305)375-3111.

We look forward to your participation and success in Miami-Dade County's small and/or disadvantaged business programs.

Sincerely,

  
Penelope Townsley, Director  
Small Business Development

**CATEGORIES:** (Your firm may bid or participate on contracts only under these categories)  
ENGINEERING SERVICES (DBE)

LETTER OF INTENT TO PERFORM AS A DBE SUBCONSULTANT

TO: Ricondo & Associates, Inc.  
(NAME OF PRIME CONSULTANT)

6205 Blue Lagoon Drive, Suite 280 Miami, FL 33126  
(ADDRESS)

CONTACT PERSON & TITLE: Dave Ramacorti

FROM: Brown & Phillips, Inc.  
(NAME OF SUBCONSULTANT)

901 Northpoint Parkway, Suite 119 West Palm Beach, FL 33407  
(ADDRESS)

CONTACT PERSON & TITLE: Anthony Brown, CEO

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

\_\_\_\_\_ an individual  a corporation

\_\_\_\_\_ a partnership \_\_\_\_\_ a joint venture

The undersigned is certified by Palm Beach County Department of Airport as a DBE.

Attach proof of DBE certification.

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 a 6.0 % of the total estimated dollar value of work to be performed on the named project.

The undersigned will enter into 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 PROJECT: General Consulting Services

Brown & Phillips, Inc. (561) 615-3988  
(NAME OF DBE SUBCONSULTANT FIRM) (TELEPHONE #)

BY: Anthony Brown 10/23/08  
(SIGNATURE OF REPRESENTATIVE) (DATE)

Anthony Brown, CEO  
(NAME & TITLE OF SIGNATURE REPRESENTATIVE)

PRINT/TYPE



## Florida Department of Transportation

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 <http://www.bipincwebapps.com/biznetflorida/> or through The Department' website at [www.dot.state.fl.us/equalopportunityoffice](http://www.dot.state.fl.us/equalopportunityoffice), 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.

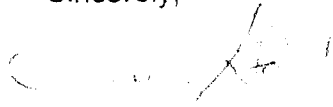
If, at any time, there is a material change in the firm, including, but not limited to, ownership, officers, Directors, scope of work being performed, daily operations, affiliations with other businesses or individuals or physical location of the firm, you must notify this office, in writing, within (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:

<b>NAICS:</b>	<b>FDOT Specialty Code &amp; Description</b>
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

**PALM BEACH COUNTY  
OFFICE OF SMALL BUSINESS ASSISTANCE**

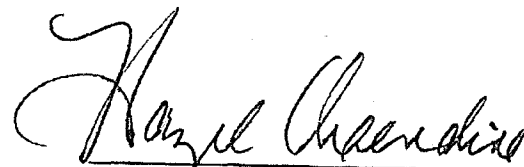
CERTIFIES THAT

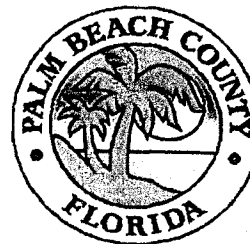
**BROWN & PHILLIPS, INC.  
VENDOR # BROW0082**

*is a Small/Minority Business Enterprise as prescribed by section 2-80.21 – 2-80.34 of the Palm Beach County Code for a three year period from January 5, 2007 to January 4, 2010.*

The following Services and/or Products are covered under this certification:

**Surveying and Mapping Services**

  
Hazel Oxendine, Director



**Palm Beach County Board of County Commissioners**

Addie L. Greene, Chairperson  
Jeff Koons, Vice Chair  
Karen T. Marcus  
Warren H. Newell  
Mary McCarty  
Burt Aaronson  
Jess R. Santamaria

**County Administrator**

Robert Weisman

**Deputy County Administrator**

Verdenia C. Baker

LETTER OF INTENT TO PERFORM AS A DBE SUBCONSULTANT

TO: RICONDO & ASSOCIATES  
(NAME OF PRIME CONSULTANT)

205 Blue Lagoon Drive, Suite 280  
(ADDRESS)

CONTACT PERSON & TITLE: Peter Ricondo, Esq., Vice President

FROM: Hillers Electrical Engineering, Inc.  
(NAME OF SUBCONSULTANT)

2325 State Rd 7, Suite 100, Boca Raton, Florida 33426  
(ADDRESS)

CONTACT PERSON & TITLE: Paul Hillers, President

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

an individual       a corporation  
 a partnership       a joint venture

The undersigned is certified by Palm Beach County Department of Airport as a DBE.

Attach proof of DBE certification.

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 Services

which is a 7 % of the total estimated dollar value of work to be performed on the named project.

The undersigned will enter into 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 PROJECT: General Consulting Services

Contract

Hillers Electrical Engineering, Inc. (561)451-9165  
(NAME OF DBE SUBCONSULTANT FIRM) (TELEPHONE #)

BY: *Paul Hillers* 11-01-08  
(SIGNATURE OF REPRESENTATIVE) (DATE)

Paul Hillers, President  
(NAME & TITLE OF SIGNATURE REPRESENTATIVE)

PRINT/TYPE





## Florida Department of Transportation

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 <http://www.bipincwebapps.com/biznetflorida/> or through The Department' website at [www.dot.state.fl.us/equalopportunityoffice](http://www.dot.state.fl.us/equalopportunityoffice), 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.

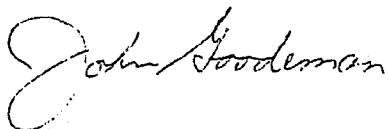
If, at any time, there is a material change in the firm, including, but not limited to, ownership, officers, Directors, scope of work being performed, daily operations, affiliations with other businesses or individuals or physical location of the firm, you must notify this office, in writing, within (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:

<u>NAICS:</u>	<u>FDOT Specialty Code &amp; Description</u>
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 Goodman  
DBE Certification Manager





# Florida Department of Transportation

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 <http://www.bipincwebapps.com/biznetflorida/> or through The Department' website at [www.dot.state.fl.us/equalopportunityoffice](http://www.dot.state.fl.us/equalopportunityoffice), 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.

[www.dot.state.fl.us](http://www.dot.state.fl.us)

 RECYCLED PAPER

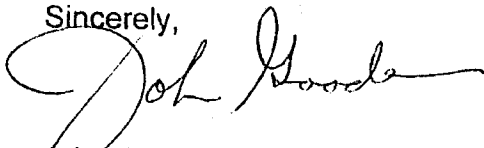
If, at any time, there is a material change in the firm, including, but not limited to, ownership, officers, Directors, scope of work being performed, daily operations, affiliations with other businesses or individuals or physical location of the firm, you must notify this office, in writing, within (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:

<b>NAICS:</b>	<b>FDOT Specialty Code &amp; Description</b>
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

**LETTER OF INTENT TO PERFORM AS A DBE SUBCONTRACTOR**

**TO:** Ricondo & Associates, Inc  
(NAME OF PRIME)

6205 Blue Lagoon Drive, Suite 280, Miami, Florida 33126  
(ADDRESS)

**CONTACT PERSON & TITLE:** Pete Ricondo, P.E., Senior Vice President

**FROM:** Cyriacks Environmental Consulting Services, Inc (d/b/a CECOS, Inc)  
(NAME OF SUBCONTRACTOR)

3001 SW 15th Street, Suite B, Deerfield Beach, Florida 33442  
(ADDRESS)

**CONTACT PERSON & TITLE:** Wendy Cyriacks, 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 Airport as a DBE OR the State of Florida UNIFIED CERTIFICATION PROGRAM.**

**Attach proof of DBE certification.**

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):

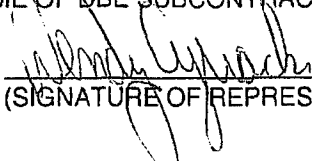
Environmental Consultation and other related services  
\_\_\_\_\_

which is a 0.5 % of the total estimated dollar value of work to be performed on the named project.

The undersigned will enter into 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 PROJECT:** General Consulting Services

Cyriacks Environmental Consulting Services, Inc (954) 571-0290  
(NAME OF DBE SUBCONTRACTOR FIRM) (TELEPHONE #)

**BY:**  7/13/09  
(SIGNATURE OF REPRESENTATIVE) (DATE)

Wendy Cyriacks, President  
(PRINTED OR TYPED NAME & TITLE OF REPRESENTATIVE)



State of Florida

# Certification

## Cyriacks Environmental Consulting Services

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

July 20, 2008

to

July 20, 2009

---

*Executive Director*

*Florida Department of Management Services  
Office of Supplier Diversity*

**BizNet Profile: CYRIACKS ENVIRONMENTAL CONSULTING SERVICES  
INC**

<b>Name:</b> CYRIACKS ENVIRONMENTAL CONSULTING SERVICES INC
<b>Business Description:</b> ENVIRONMENTAL CONSULTING SERVICES; MITIGATION SERVICES
<b>Street:</b> 3001 SW 15TH STREET SUITE B
<b>City:</b> DEERFIELD BEACH <b>State:</b> FL <b>Zip:</b> 33442
<b>County:</b> BROWARD <b>District:</b> DISTRICT FOUR
<b>Phone:</b> (954) 571-0290 <b>Fax:</b> (954) 480-9962
<b>E-mail:</b> <a href="mailto:wc@cecosenvironmental.com">wc@cecosenvironmental.com</a>
<b>Work Location:</b>
<b>County:</b>
<b>District:</b>
<b>Contact:</b> WENDY CYRIACKS
<b>UCP Cert. DBE State Cert.:</b> MBE <b>UCP Certifying Member:</b> FDOT
<b>First SC:</b> 950 <b>First NAICS:</b> 54162
<b>2nd SC:</b> 954 <b>3rd SC:</b> <b>4th SC:</b> <b>5th SC:</b> <b>6th SC:</b> <b>7th SC:</b> <b>8th SC:</b> <b>9th SC:</b> <b>10th SC:</b>
<b>2nd NAICS:</b> <b>3rd NAICS:</b> <b>4th NAICS:</b> <b>5th NAICS:</b> <b>6th NAICS:</b> <b>7th NAICS:</b> <b>8th NAICS:</b> <b>9th NAICS:</b> <b>10th NAICS:</b>

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

**Florida Department of Transportation 2008.**





## Florida Department of Transportation

CHARLIE CRIST  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

STEPHANIE C. KOPELOUSOS  
SECRETARY

August 7, 2007

### Certified Mail – Return Receipt Requested

Cyriacks Environmental Consulting  
Services, Inc.  
Ms. Wendy Cyriacks  
3001 SW 15<sup>th</sup> Street, Suite C  
Deerfield Beach FL 33442

### ANNIVERSARY DATE- Annually on March 8

Dear Ms. Cyriacks:

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 <http://www.bipincwebapps.com/biznetflorida/> or through The Department' website at [www.dot.state.fl.us/equalopportunityoffice](http://www.dot.state.fl.us/equalopportunityoffice), 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.

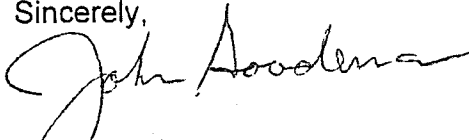
If, at any time, there is a material change in the firm, including, but not limited to, ownership, officers, Directors, scope of work being performed, daily operations, affiliations with other businesses or individuals or physical location of the firm, you must notify this office, in writing, within (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:

<b>NAICS:</b>	<b>FDOT Specialty Code &amp; Description</b>
541620	950-Environmental Consulting Services
562910	954-Mitigation Services

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

**ATTACHMENT E**  
**EXHIBIT E**  
**ADDITIONAL CONTRACT REQUIREMENTS**  
**FOR FEDERALLY FUNDED PROJECTS**

## **PALM BEACH COUNTY GENERAL CONSULTING SERVICES**

### **EXHIBIT E**

#### **Additional Contract Requirements for Federally Funded Projects**

The following terms and conditions are applicable to all contracts funded in whole or part by Federal funds including, but not limited to, AIP funds.

##### **Access to Records and Reports**

The Contractor shall maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period not less than three years after final payment is made and all pending matters are closed.

##### **Airports and Airway Improvement Act of 1982, section 520 – General Civil Rights Provisions**

The contractor assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport a program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

##### **Breach of Contract Terms**

Any violation or breach of terms of this contract on the part of the contractor or their subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

##### **Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion**

The bidder/offeror certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the

bidder/offeror/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

**Civil Rights Act of 1964, Title VI – Contractor Contractual Requirements**

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1.1 Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

1.2 Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

1.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

1.4 Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

1.5 Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

1.6 Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with

respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**Disadvantaged Business Enterprises**

Contract Assurance (§26.13) – The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

**Lobbying and Influencing Federal Employees**

(1) No Federal appropriated funds shall be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

**Rights to Inventions**

All rights to inventions and materials generated under this contract are subject to regulations issues by the FAA and the Sponsor of the Federal grant under which this contract is executed.

**Trade Restriction Clause**

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for the use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

**Termination of Contract**

- a. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether accomplished or in progress, delivered to the Sponsor.
- b. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
- c. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.

d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.

e. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.



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


Page 1 of 1 pages

Fund 4111      Airport Improvement & Development Fund

Advantage Document Numbers:  
 BGEX  
 BGRV

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

ACCT.NUMBER	ACCOUNT NAME	ADOPTED BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 9/01/09	REMAINING BALANCE
<u>Expenditures</u>								
121-A107-6505	P-Design/Engineering Services	500,000	500,000	1,723,324	0	2,223,324	0	2,223,324
121-A900-9909	Reserves Improvement Program	9,608,221	9,608,221		1,723,324	7,884,897	0	7,884,897
<b>Total Appropriations &amp; Expenditures</b>		<u>77,448,312</u>	<u>77,448,312</u>	<u>1,723,324</u>	<u>1,723,324</u>	<u>77,448,312</u>		

	<b>Signatures</b>	<b>Date</b>	<b>By Board of County Commissioners</b>
OFMB		9/3/09	At Meeting of
INITIATING DEPARTMENT/DIVISION	_____	_____	October 6, 2009
Administration/Budget Department Approval	_____	_____	Deputy Clerk to the Board of County Commissioners
OFMB Department - Posted	_____	_____	