

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: April 20, 2010

Consent Regular
 Workshop Public Hearing

Department:

Submitted By: Department of Airports

Submitted For:

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Amendment No. 8 to the General Consulting Agreement with The LPA Group, Incorporated for Consulting/Professional Services in the amount of \$354,881.80 for the continued performance of professional planning and design services related to the approved Palm Beach County Airports Capital Improvement Program, and to include language regarding the Office of Inspector General Ordinance requirement and fee.

Summary: The Consulting Agreement (R-2006-2418) with The LPA Group, Incorporated for general airport planning and design was approved on November 21, 2006 in the amount of \$1,420,544 in order to carry out the approved Capital Improvement Programs for the County's Airports. The agreement is for 2 years with 2 one (1) year renewal options. Amendments 1-7 were approved for a net increase in the amount of \$7,675,145.30. Amendment No. 4 approved by the BCC on October 21, 2008 (R-2008-1847) exercised the first one (1) year renewal option. Amendment No. 7 approved by the BCC on November 3, 2009 (R-2009-1877) exercised the second one (1) year renewal option. Approval of Amendment No. 8 in the amount of \$354,881.80 will provide funds to complete the following tasks and services: Task I Services – Palm Beach International Airport (PBIA)–Fire Alarm System Improvements Additional Construction Administration (CA) Services, North Palm Beach County General Aviation Airport (F45) Corporate Hangars E & F Additional Services and PBIA Wildlife Hazard Assessment; Task III Services – Miscellaneous Planning, Engineering and Construction Services. Approval of Amendment No. 8 will also modify the agreement to include the mandatory requirements of Ordinance No. 2009-049, the Palm Beach County Office of Inspector General Ordinance for non-exempt projects. Certain tasks performed during the term of this Amendment may be eligible for State and Federal grant participation. The Disadvantaged Business Enterprise (DBE) Goal for this contract was established at 25%. The DBE participation for this Amendment is 7.55%. The total DBE contract participation to date including all amendments is 18.64%. Countywide (JCM)

Background and Justification: In order to carry out the approved Capital Improvement Program for the County, the Department of Airports requires professional planning and design engineering services. This agreement is for 2 years with 2 one (1) year renewal options. This amendment allows for the continuation of services necessary for the development and operation of the County's airport system. Additionally, the Palm Beach County Board of County Commissioners recently adopted Ordinance No. 2009-049, the Palm Beach County Office of Inspector General Ordinance. Approval of Amendment No. 8 will modify the Agreement to include the new language and the imposition of the Inspector General Fee.

Attachments:

- 1. Amendment No. 8 with The LPA Group, Incorporated – 3 Originals

Recommended By: JA [Signature] 4/7/10
Department Director Date

Approved By: [Signature] 4/16/10
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2010	2011	2012	2013	2014
Capital Expenditures	\$ 354,882				
Operating Costs					
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$ 354,882				
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes X No ____
Budget Account No: Fund 4111 Department 121 Unit A107 Object 6505
Reporting Category _____

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

Approval of this item will result in the expenditure of \$354,882.

C. Departmental Fiscal Review: *cm Simon*

III. REVIEW COMMENTS

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

M. Sims 4/2/2010
OFMB
3/31/10
3/31/10
3/30/10

Dr. J. Jacobson 4/5/10
Contract Dev. and Control
E. Jones 4/5/10

This amendment complies with our review requirements.

B. Legal Sufficiency:
James E. White 4/8/10
Assistant County Attorney

C. Other Department Review:

Department Director

**AMENDMENT NO. 8 TO CONTRACT
BETWEEN
PALM BEACH COUNTY DEPARTMENT OF AIRPORTS
AND
THE LPA GROUP INCORPORATED
FOR
CONSULTING/PROFESSIONAL SERVICES AT
PALM BEACH COUNTY AIRPORTS**

This Amendment No. 8 to the Contract is made as of the _____ day of _____, 2010, by and between Palm Beach County, Florida (COUNTY) and THE LPA GROUP INCORPORATED, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, having its office and principal place of business at 700 Huger Street, Columbia, South Carolina, 29201, whose Federal Tax I.D. number is 57-0716200.

WITNESSETH

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

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

WHEREAS, on November 20, 2007, the COUNTY entered into an Amendment #2 (R2007 2072) with the CONSULTANT for the CONSULTANT to provide additional professional services for the Department of Airports, Palm Beach County, in accordance with Article 25 of the original Agreement; and

WHEREAS, on June 17, 2008, the COUNTY entered into an Amendment #3 (R2008 1048) with the CONSULTANT for the CONSULTANT to provide additional professional services for the Department of Airports, Palm Beach County, in accordance with Article 25 of the original Agreement; and

WHEREAS, on October 21, 2008, the COUNTY entered into an Amendment #4 (R2008 1847) with the CONSULTANT for the CONSULTANT to provide additional professional services for the Department of Airports, Palm Beach County, in accordance with Article 25 of the original Agreement, and, further, amended the Agreement in order to exercise the first one (1) year renewal option, with an effective date for year three of November 21, 2008; and

WHEREAS, on February 24, 2009, the COUNTY entered into an Amendment #5 (R2009 0282) with the CONSULTANT for the CONSULTANT to provide additional professional services for the Department of Airports, Palm Beach County, in accordance with Article 25 of the original Agreement, and

WHEREAS, on May 19, 2009, the COUNTY entered into an Amendment #6 (R2009 0841) with the CONSULTANT for the CONSULTANT to provide additional professional services for the Department of Airports, Palm Beach County, in accordance with Article 25 of the original Agreement, and

WHEREAS, on November 3, 2009, the COUNTY entered into an Amendment #7 (R2009 1877) with the CONSULTANT for the CONSULTANT to provide additional professional services for the Department of Airports, Palm Beach County, in accordance with Article 25 of the original Agreement, and, further, amended the Agreement in order to exercise the 2nd one (1) year renewal option, with an effective date for year four of November 21, 2009, and

WHEREAS, Article 25 of the Contract requires an amendment when the parties are able to define additional services and the parties have now defined those services.

NOW THEREFORE, in consideration of the mutual covenants herein contained, and such other good and valuable consideration, the receipt of which the parties hereby acknowledge, the parties agree to the following terms and conditions.

1. The parties hereby agree to amend the Contract to include the Scope of Services and Fees as outlined in Exhibit I. The total amount to be paid by the COUNTY to the CONSULTANT for professional services, including any out of pocket expenses, shall not exceed **Three Hundred Fifty Four Thousand, Eight Hundred Eighty One Dollars and Eighty Cents (\$354,881.80)** for the services in Amendment No. 8 to the original Contract.

2. EXHIBIT B

TABLE II – SCHEDULE OF SUBSISTENCE AND REIMBURSABLE EXPENSES

Revise Personal Auto rate from \$0.445 per mile to \$0.50 per mile based on 2009 Palm Beach County Policies and Procedures Manual – PPM# CW-F-009 (Effective Date January 1, 2010)

3. Amend the agreement to include the following language:

Palm Beach County has established the Office of the Inspector General, Ordinance R2009-049 which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. All consultants and parties doing business with the County and receiving County funds shall fully cooperate with the Inspector General including receiving access to records relating to this RFP and any resulting contract. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and audit, investigate, monitor, and inspect the activities of the consultant, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. The cost of the Office of the Inspector General shall be incorporated into the contract price of all contracts and shall be one quarter (¼) of one (1) percent of the contract price.

Without changing the contract price, a fee of 0.25% will be deducted by the COUNTY from each Pay Application to defray costs of the Office of the Inspector General in accordance with Ordinance R2009-049.

4. Replace **ARTICLE 17** of the agreement with the following language:

ARTICLE 17 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONSULTANT shall deliver to the COUNTY, for 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.

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 order.

All drawings, maps, sketches, programs, data base, reports and other data developed, utilized, or purchased under this Contract for a COUNTY project 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. However, CONSULTANT will incur and assume no liabilities for reuse unless CONSULTANT agrees with said reuse and is compensated for any revisions necessary to update plans for Code compliance, site adaptations, or COUNTY requested changes.

The COUNTY and the CONSULTANT shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representation 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.

Notwithstanding any other provision in this Contract, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection audit, pursuant to the Palm Beach County Office of Inspector General Ordinance 2009-049, as may be amended.

5. Except as specifically amended herein, all other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused the Eighth Amendment to the Contract to be signed by the Chairperson of the Board of County Commissioners and the Seal of said Board to be fixed hereto and attested by the Clerk of said board, and the CONSULTANT, THE LPA GROUP INCORPORATED, has caused these present to be signed in its corporate name by its duly authorized officer Paul A. Holt, acting on behalf of said CONSULTANT, and the Seal of said CONSULTANT to be affixed hereto and attested by the Secretary of said CONSULTANT, the day and year first written above.

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

ATTEST:
SHARON R. BOCK,
Clerk and Comptroller

BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Burt Aaronson, Chair

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

CONSULTANT:

BY: _____
County Attorney

THE LPA GROUP INCORPORATED
Company Name

APPROVED AS TO TERMS AND
CONDITIONS:

A South Carolina Corporation
(Date of Incorporation: April 9, 1981)

By: [Signature]
Director of Airports

By: [Signature]
(Signature)

[Signature]
(Witness Signature - Consultant)

Paul A. Holt, P.E.
(Print Signatory's Name)

Jill S. Gilbert
Witness Name (Type or Print)

Senior Vice President
(Print Title)

3/22/10
(Date of Execution)

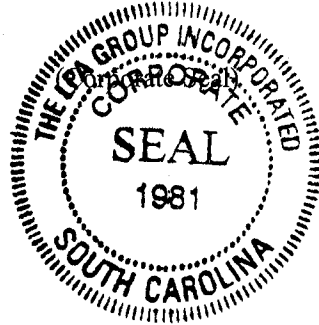


EXHIBIT "I"
SCOPES OF SERVICES AND FEES

A. The scopes of service for this Amendment #8 include Specific 2010-2011 Projects (Task I) and Specific Miscellaneous Planning and Engineering Services (Task III) as described in the Agreement dated November 21, 2006 (R2006-2418). Specifically these services will include:

Task I - Specific 2010-2011 Projects:

- Task I-04-PBI-L-042 Palm Beach International Airport
Fire Alarm System Improvements
Additional CA Services

- Task I-04-F45-L-043 North Palm Beach County General
Aviation Airport (F45)
Corporate Hangars 'E' & 'F' – Additional Services

- Task I-04-PBI-L-044 Palm Beach International Airport
Wildlife Hazard Assessment

Task III – Miscellaneous and Administrative Services for 2010-2011:

- Task III-04-DOA-L-001 Staff Extension
- Task III-04-DOA-L-002 Misc. Planning, Engineering, and Construction Services

B. Method of Payment for Services and Expenses of CONSULTANT

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

TASK	LUMP SUM LABOR AMOUNT	T & M AMOUNT	LUMP SUM EXPENSES	REIMB. EXPENSES	TOTAL COST
Task I-04-PBI-L-042 PBI-Fire Alarm System Improvements Additional CA Services	\$4,881.00	\$ - 0 -	\$244.00	\$ - 0 -	\$5,125.00
Task I-04-F45-L-043 F45 Corporate Hangars 'E' & 'F' Additional Services	\$47,430.00	\$ - 0 -	\$2,365.80	\$ - 0 -	\$49,795.80
Task I-04-PBI-L-044 PBI Wildlife Hazard Assessment	\$91,185.00	\$ - 0 -	\$8,776.00	\$ - 0 -	\$99,961.00
Total Task I:	\$143,496.00	\$ - 0 -	\$11,385.80	\$ - 0 -	\$154,881.80
III-04-DOA-L-001-Staff Extension					\$ - 0 -
III-04-DOA-L-002-Misc. Planning, Engineering, and Construction Services					\$ 200,000.00
Total Task III:	\$ - 0 -	\$ - 0 -	\$ - 0 -	\$ - 0 -	\$200,000.00
Total Fees (Not to Exceed):	\$354,881.80				

The remainder of this page has been intentionally left blank.

Attachments:

Schedule #1	Participation for DBE Consultants – AMENDMENT NO. 8
Exhibit “A”	Task I-04-PBI-L-042 PBI Fire Alarm System Improvements Additional CA Services Scope of Work/Fee Schedule Schedule #1 (Participation for DBE Consultants)
Exhibit “B”	Task I-04-F45-L-043 North Palm Beach County General Aviation Airport (F45) Corporate Hangars ‘E’ & ‘F’ – Additional Services Scope of Work/Fee Schedule Schedule #1 (Participation for DBE Consultants)
Exhibit “C”	Task I-04-PBI-L-044 Palm Beach International Airport Wildlife Hazard Assessment Scope of Work/Fee Schedule Schedule #1 (Participation for DBE Consultants)

SCHEDULE #1

PARTICIPATION FOR DBE CONSULTANTS

PROJECT NAME: Amendment # 8 To Contract Between Palm Beach County and THE LPA GROUP INCORPORATED For Consulting/Professional Services **RESOLUTION NO:** 2006-2418

CONSULTANT: THE LPA GROUP INCORPORATED **PHONE NO.** 813-889-3892

CONTACT: Mark Kistler **FAX NO.** 813-889-3893

DATE: January 2010 **DEPARTMENT:** Airports

Name, Address and Phone Number of DBE Subcontractor	Type of Work to be performed	DBE Subcontractor Amount			
		Black	Hispanic	S/WBE Women	Other (S/MBE)
Scheda Ecological Associates, Inc. 1486-A Skees Rd. West Palm Beach, Florida 33411 (561) 689-9198	Environmental Services/Natural Resources	\$	\$	\$24,500.00	\$
Bowen Engineering Corporation 1528 Vassar Street Orlando, Florida 32804 (407) 423-7585	Structural Engineering	\$	\$2,280.00	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
Total:		\$ - 0 -	\$2,280.00	\$24,500.00	\$ - 0 -

Total Fee:	\$354,881.80
Total % of DBE Participation:	7.546%

*NOTE: With subconsultant services that will be performed for projects under Task III-04-DOA-L-001/002, the total DBE percentage under this Amendment No. 8 shall exceed 26%.

**EXHIBIT A
SCOPE OF SERVICES**

Task No. I-04-PBI-L-042

**PALM BEACH COUNTY DEPARTMENT OF AIRPORTS
PALM BEACH INTERNATIONAL AIRPORT
FIRE ALARM SYSTEM IMPROVEMENTS – ADDITIONAL CA SERVICES**

Project Description

The LPA GROUP INCORPORATED (CONSULTANT) has been working on Task I-01-PBI-L-006, Fire Alarm System Improvements at Palm Beach International Airport (Project). At the direction of Palm Beach County (COUNTY) staff, Phase 5 of the project is being revised as follows:

1. The Construction Contract Time for the Project has been extended by 172 calendar days (Five and a half months) to March 2010, due to several unforeseen Programming/Compatibility time delays tying the new systems to the Existing Systems that remain. The original Task for Construction Administration was based on a Contract time of nine months.

In accordance with this revision, the CONSULTANT will perform the following Additional Services for this project:

Phase 5 – Construction Administration Service

CONSULTANT will provide construction administration services in accordance with the General Scope of Services (Exhibit A to Contract for Consulting/Professional Services dated 11/21/06) and as shown in the attached Exhibit A, Man Hour and Fee Estimate.

Compensation for this work will be based on the Hour and Fee Estimate provided in this Exhibit A – Man Hour & Fee Estimate.

Exhibit A : Hour and Fee Estimate
Palm Beach International Airport
PBI Fire Alarm System Improvements Add'l. CA Services
TASK NO.: I-04-PBI-L-042

Item/Task Description	Program Manager	Project Manager	Senior (Engineer / Arch / Planner / Scientist)	Engineer / Arch / Planner / Scientist	Junior (Engineer / Arch / Planner / Scientist)	Designer	Technician	Clerical	Total
Rate Schedule	\$201.00	\$171.00	\$171.00	\$144.00	\$125.00	\$108.00	\$82.00	\$76.00	
Phase 5: Additional Construction Administration (LS)									
Additional Const'n Contract Time of 5 1/2 months to Original 9 months (Add 172 Calendar Days):									
Additional General Coordination with the County, Subcontractor and CMR during extended Contract Time		1	2			12		1	16
Additional Meetings			2			12		2	16
Additional Site Visits			2			8			10
Labor Totals									
<i>Phase 5: Additional Construction Administration (LS) Hours</i>	<i>0</i>	<i>1</i>	<i>6</i>	<i>0</i>	<i>0</i>	<i>32</i>	<i>0</i>	<i>3</i>	<i>42</i>
<i>Phase 5: Additional Construction Administration (LS) Fee</i>	<i>\$0</i>	<i>\$171</i>	<i>\$1,026</i>	<i>\$0</i>	<i>\$0</i>	<i>\$3,456</i>	<i>\$0</i>	<i>\$228</i>	<i>\$4,881</i>
Subconsultants									
Expenses									
Estimated Reimbursable Expenses (LS)									\$244.00
TOTAL LUMP SUM AMOUNT:									\$5,125.00

**SCHEDULE #1
PARTICIPATION FOR DBE CONSULTANTS**

PROJECT NAME: Palm Beach International Airport
Fire Alarm System Improvements Additional
CA Services

PROJECT NO: Task I-04-PBI-L-042

CONSULTANT: THE LPA GROUP INCORPORATED

PHONE NO.: 813.889.3892

CONTACT: Fernando Prieto

FAX NO: 813.889.3893

DATE: February 2010

DEPARTMENT: Airports

Name, Address and Phone Number of DBE Subcontractor	Type of Work to be performed	DBE Subcontractor Amount			
		Black	Hispanic	S/WBE Women	Other (S/MBE)
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
	Total:	\$	\$	\$	\$

Total Fee:	<u>\$5,125.00</u>	Total % of DBE Participation:	<u>0%</u>
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**EXHIBIT B
SCOPE OF SERVICES**

Task No. I-04-F45-L-043

**PALM BEACH COUNTY DEPARTMENT OF AIRPORTS
North Palm Beach County General Aviation Airport (F45)
Corporate Hangars 'E' and 'F' – Additional Services**

Project Description

The Palm Beach County Department of Airports (COUNTY) intends to expand the aviation facilities at North Palm Beach County General Aviation Airport (F45) by constructing two new row Corporate Hangars, identified as Buildings E and F (Project).

The LPA GROUP INCORPORATED (CONSULTANT) will perform the following Additional Design and Construction Administration for this project. Compensation for this work will be based on the Hour and Fee Estimate provided in this Exhibit B.

Phase 3B: Additional Design-Revisions to Construction Documents

1. The CONSULTANT will assist the COUNTY in the Permitting process with the Palm Beach County Planning, Zoning and Building Department (PBCPZ&B) by acting as an Agent on behalf of the (COUNTY). As part of this process, revisions to the Construction Documents are required as a result of the review and issuance of the Building Permit. Revisions include the addition of Drinking Fountains and Utility Sinks to each Hangar Building and in obtaining an exception from the Palm Beach Building Official for a code required accessible exit at the Hydroswing Doors.
2. As an Agent for the COUNTY, the CONSULTANT will assist the General Contractor in the submittal to PBCPZ&B for a "Local Product Approval" of the "Hydroswing Doors".
3. In an effort to have the Construction Work start as quickly as possible, since the COUNTY had awarded the Contract but PBCPZ&B would not issue the Building Permit without the Approved Pre-engineered Metal Building Shop Drawings being submitted, the COUNTY directed the CONSULTANT to pursue the issuance of an advance "Foundation Permit" from PBCPZ&B. This Foundation Permit will allow the Project work to commence while the Pre-engineered Metal Building Shop Drawings are being prepared, approved by the Design Team and eventually submitted to the Building Department for full Building Permit.
4. As part of the Foundation Permit process, the 100% Construction Documents (100% CD's) which had met all of PBCPZ&B's comments, will need to be revised by the CONSULTANT and Structural SUB-CONSULTANT in order to incorporate the Contractor's proposed Metal Building Design presented in the

“Low-Bid” during the Bidding Phase. This redesign requires the 100% CDs to be revised from a conventional steel framed structure, with metal wall/roof panels on girts and hat-channels, to a complete Pre-engineered Metal Building system.

In addition to the Redesign of the Building’s Structural systems, the initial Design for the Pre-engineered Metal Building submitted by the Contractor for review did not meet the intent of the Construction Documents. This requires the CONSULTANT to provide additional design and coordination with the CONTRACTOR, SUB-CONSULTANT, COUNTY and Metal Building Manufacturer’s Engineer to develop the revised Design and subsequent Construction Documents that would meet the original building parameters. The CONTRACTOR was advised that the COUNTY will seek reimbursement for costs associated with any additional services. Changes to include revisions to the foundation drawings, to accommodate different design pressures, changes to the demising walls, to maintain the hangar door width and adding spandrel beams at each demising wall.

Phase 5: Additional Construction Administration

1. The Construction Contract Time for the Project was extended by eighty-five (85) calendar days during the Bidding Phase to allow additional time for the procurement of materials and the issuance of Permit. The original Task for Construction Administration was based on a Contract time of eight (8) months.
2. The CONSULTANT will assist the COUNTY in reviewing non-conforming work performed to date by the General Contractor. The concrete slabs were not in compliance with the Contract Documents and repairs are required to have the hangar bay floors meet the intent of the design. This additional assistance in reviews, meetings and site visits are beyond the original Construction Administration services.
3. The CONSULTANT will assist the COUNTY, the Special Inspector and General Contractor in coordinating with the Building Department in extending the Building Permit for an additional six (6) months and extend inspections of the progress of the erection of the Metal Building system.

The CONSULTANT will provide the Additional Design and Construction Administration services in accordance with the General Scope of Services (Exhibit A to Contract for Consulting/Professional Services dated 11/21/06) and as shown in this Exhibit B, Man Hour and Fee Estimate.

Exhibit B - Hour and Fee Estimate
 PALM BEACH COUNTY DEPARTMENT OF AIRPORTS
 North Palm Beach County General Aviation Airport (F45)
 Corporate Hangars E & F Additional Services
 Task No. I-04-F45-L-043

Item/Task Description	Program Manager	Project Manager	Senior (Engineer / Arch / Planner / Scientist)	Engineer / Arch / Planner / Scientist	Junior (Engineer / Arch / Planner / Scientist)	Designer	Technician	Clerical	Total
Rate Schedule	\$201.00	\$171.00	\$171.00	\$144.00	\$125.00	\$108.00	\$82.00	\$76.00	
Revision to Phase 3B: Construction Documents (100%) - Items added to CD's by PBCPZ&B and Metal Bldg Mfr Revisions to Building Design (The COUNTY has the option to retain the portion of the Metal Building Redesign Fees from the Construction Contract)									
Coordinate with the County - Addressing ADA Access comments and Plumbing comments by PBCPZ&B		1				4			5
Coordinate with the County and General Contractor- Revisions to adopt Metal Building Design		1	2			8			11
Coordinate with the Subconsultants- Revisions to adopt Metal Building Design			2			8			10
Revise 100% Construction Drawings and Specs - Add Plumbing Revisions by PBCPZ&B			1			8			9
Revise 100% Construction Drawings and Specs - Revisions to adopt Metal Building Design			4			20			24
Prepare Revised 100% Package to PBCPZ&B, resubmit to PBCPZ&B as agent for the County		1	1			8			10
Quality Review			2			2			4
									0
Revision to Phase 3B Hours:	0	3	12	0	0	58	0	0	73
Revision to Phase 3B Fee:	\$0	\$513	\$2,052	\$0	\$0	\$6,264	\$0	\$0	\$8,829
Phase 5: Additional Construction Administration									
General Coordination with the County and PBCPZ&B in obtain Foundation Permit, obtaining waiver from Building Official for ADA Threshold at Exiting thru Hydroswing doors		1	2			12			15
General Coordination with the County and Contractor for the Hydroswing Local Product Approval - Additional Reviews		1	2			8			11
Multiple Reviews of Metal Building Shop Drawings and Column Bolt Repairs			2			16			18
Additional Const'n Contract Time of 85 Days by the COUNTY (Expanded from 8 total months, 240 days, to 310 plus an additional 15 days for Close-out of BLDG F):									
Additional Meetings (From 8 Monthly to Weekly Visits)			2			16			18
Additional Site Visits (From 8 Monthly to Weekly Visits)			8			24			32
Additional Review of Pay Applications (From 8 to 11)			3			6			9
Special Services - Assisting the COUNTY with the Building E & F Slab Deficiencies and Repairs (Notices of Non-Compliance #1, #2 & #3):									
General Coordination and meetings with the County and Contractor			8			24			32
Review Slab Elevations and extent of Deficiencies			2			16			18
Additional Site Visits for observing water Testing			8			6			14
Additional Site Visits for observing progress of repairs			2			16			18
Review of Proposed Slab Repair(s) by Contractor and Preparation of Recommendations		1	8			32			41
Monitor Concrete Testing at possible low Compressive Testing at Bldg F, coordinate with the COUNTY, Engineer Subcontractor, General Contractor and their suppliers			4			16			20
Coordinate with Independent Engineer to perform Concrete Testing at possible low Compressive Testing at Bldg F, coordinate with COUNTY and General Contractor			8			4			12

Corporate Hangars E & F Additional Services
 Task No. I-04-F45-L-043

Item/Task Description	Program Manager	Project Manager	Senior (Engineer / Arch / Planner / Scientist)	Engineer / Arch / Planner / Scientist	Junior (Engineer / Arch / Planner / Scientist)	Designer	Technician	Clerical	Total
Rate Schedule	\$201.00	\$171.00	\$171.00	\$144.00	\$125.00	\$108.00	\$82.00	\$76.00	
Phase 5: Additional Construction Administration (Continued)									
Special Services - Assist the COUNTY with the Building F Low Conc Strength Test at the Rake Beams (Notice of Non-Compliance #4), Addressing the Metal Building erection work out of sequence and assist with the Building Permit extension:									
Coordinate with Special Inspector and Independent Engineer to perform Concrete Testing at possible low Compressive Testing at Bldg F, coordination with COUNTY and General Contractor, additional meetings		1	2			8			11
Additional Site Visits and coordination with the County General Contractor, Independent Erectors for documenting work metal building erection work out of sequence, insure building plum and leveled and monitor erection work		1	2			14			17
Coordination and meetings with the County, Building Department, Special Inspector and General Contractor to secure extending the Building Permit for an additional six months			1			8			9
Phase 5: Additional Construction Administration Hours	0	5	64	0	0	226	0	0	295
Phase 5: Additional Construction Administration Fee	\$0	\$855	\$10,944	\$0	\$0	\$24,408	\$0	\$0	\$36,207
Labor Totals									
Total Estimated Hours:	0	8	76	0	0	284	0	0	368
Total Estimated Labor Costs (Lump Sum):	\$0	\$1,368	\$12,996	\$0	\$0	\$30,672	\$0	\$0	\$45,036.00
Subconsultants									
Bowen - Structural Engineering (LS)									\$2,280.00
Subconsultant Procurement & Management Fees (LS)									\$114.00
Expenses									
Reimbursable Expenses (Lump Sum)									\$2,365.80
TOTAL LUMP SUM AMOUNT:									\$49,795.80

October 26, 2009

Attn: Mr. Juan Molina
THE LPA GROUP INC
2090 Palm Beach Lakes Blvd, Suite 503, West Palm Beach, FL 33409
PH 561 686 5130 FX 561 686 5131

Re: NORTH COUNTY CORPORATE HANGARS- BUILDINGS E & F
Additional Services during construction.

Dear Juan:

We are pleased to offer the following proposal for the provision of additional limited structural engineering services for the referenced project. These basic services shall be provided in accordance with the following fee schedules.
SCOPE OF WORK: Additional Structural Engineering Services as follows:

- 1- To find info Evaluation & testing of concrete - 1 hr
- 2- Concrete curb sketch around perimeter of buildings - 4 hrs
- 3- New Spandrel Beam rotated sketch - 6 hrs
- 4- Anchor bolts missed locations for steel plates, design & review sketches to find solution using epoxy grouted bolts - 8 hrs
- 5- Control joint issue NPB hangar - 1 hr
- 6- 1" straps tying the purlings on each side of the 4 hr fire walls, clarify issue do not attach anything to fire walls - 1 hr
- 7- Concrete slab flatness & levelness info - 2 hrs
- 8- Masonry walls bracing issue - 1 hr

Total = 24 hrs

FEES: 24 Hrs x \$ 95.00/hr \$ 2,280.00
(Changing doors from bi-fold to hydroswing)

Continuing structural inspections if required by the county shall be performed by a testing company.
Additional services and site visits on an hourly basis at Principal \$ 140.00 per hour; Engineering \$ 95.00 per hour and Drafting \$ 60.00 per hour.

Thank You for the opportunity to offer you this proposal and please do not hesitate to call if you have any questions.

Sincerely,
BOWEN ENGINEERING CORPORATION.



Fred J Bowen, P.E.
President

Accepted by _____, The LPA Group, Inc; Date _____

**SCHEDULE #1
PARTICIPATION FOR DBE CONSULTANTS**

PROJECT NAME: North Palm Beach County General Aviation Airport (F45) **PROJECT NO:** Task I-04-F45-L-043
 Corporate Hangars E & F-Additional Services
CONSULTANT: THE LPA GROUP INCORPORATED **PHONE NO.:** 813.889.3892
CONTACT: Fernando Prieto **FAX NO:** 813.889.3893
DATE: February 2010 **DEPARTMENT:** Airports

Name, Address and Phone Number of DBE Subcontractor	Type of Work to be performed	DBE Subcontractor Amount			
		Black	Hispanic	S/WBE Women	Other (S/MBE)
Bowen Engineering Corporation 1528 Vassar Street Orlando, Florida 32804 (407) 423-7585	Structural Engineering	\$	\$2,280.00	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
	Total:	\$	\$	\$	\$

Total Fee:	<u>\$49,795.80</u>	Total % of DBE Participation:	<u>4.578%</u>
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**EXHIBIT C
SCOPE OF SERVICES**

Task I-04-PBI-L-044

**PALM BEACH COUNTY DEPARTMENT OF AIRPORTS
PALM BEACH INTERNATIONAL AIRPORT
WILDLIFE HAZARD ASSESSMENT**

PROJECT DESCRIPTION

The **PALM BEACH COUNTY DEPARTMENT OF AIRPORTS (COUNTY)** has contracted **THE LPA GROUP INCORPORATED (LPA)** to perform a Wildlife Hazard Assessment for Palm Beach International Airport (**AIRPORT**) in order to comply with the requirements of Federal Aviation Regulation Part 139. The **AIRPORT** is a Part 139 certified airport. Part 139 certified airports are required to take immediate action to alleviate wildlife hazards whenever they are detected. Title 14 CFR 139.337 (b)(1-4) requires that, "in a manner authorized by the Administrator, each certificate holder must ensure that a Wildlife Hazard Assessment is conducted when any of the following events occurs on or near airports: (1) An air carrier experiences multiple wildlife strikes; (2) An air carrier aircraft experiences substantial damage from striking wildlife; (3) An air carrier aircraft experiences an engine ingestion of wildlife; or (4) wildlife of a size, or in numbers, capable of causing an event described in items 1 through 3 of this section is observed to have access to an airport flight pattern or aircraft movement area." The **AIRPORT**'s wildlife hazard assessment was completed more than five years ago, therefore a new wildlife hazard assessment needs to be conducted. Federal Aviation Administration (FAA) Advisory Circular (AC) 150/5200-33B "Hazardous Wildlife On or Near Airports" provides mandatory guidance related to hazardous wildlife for FAR Part 139 airport and airports that receive federal grant-in-aid funding.

The following tasks describe steps to be taken to identify wildlife movement on **AIRPORT** property and adjacent properties, assess the potential for aircraft/wildlife strikes and complies with FAA AC 150/5200-33B 6.2.c. – Duration of Wildlife Hazard Assessment and Basic Survey Techniques and FAA AC 150/5200-36 – Qualification for Wildlife Biologist Conducting Wildlife Hazard Assessments and Training Curriculums for Airport Personnel Involved in Controlling Wildlife Hazards on Airports.

TASK 1 – DATA COLLECTION AND REVIEW

1.1 Strike Data Review

Wildlife strike data for the **AIRPORT** will be reviewed to compile a preliminary list of animals that have been observed at the **AIRPORT**.

1.2 FLUCFCS Map Development

The most current aerial photograph and Florida Land Use, Cover, and Forms Classification System (FLUCFCS) mapping and data for the **AIRPORT** will be acquired and reviewed. The FLUCFCS data will be used to develop a preliminary map that will identify areas that contain potentially suitable wildlife habitat.

1.3 FNAI Data and Map Review

The most current Florida Natural Areas Inventory element occurrence mapping and data will be acquired, reviewed, and used in order to determine the location of recorded sightings of protected species at the **AIRPORT** and areas within the immediate vicinity of the **AIRPORT**.

1.4 FFWCC Data and Map Review

The most current Florida Fish and Wildlife Conservation Commission data and mapping depicting the location of wading bird nests and their colonies, wood stork nests and their colonies, bald eagles nest, and other documented sighting reports for state protected species will be acquired, reviewed, and utilized in order to identify the location of recorded protected species sightings at the **AIRPORT** and areas within the immediate vicinity of the **AIRPORT**.

1.5 Airport Data and Map Review

AIRPORT reports on wildlife observations and strikes will be reviewed along with available data from previous wildlife hazard studies, environmental assessments, or other environmental studies.

Mapping and information compiled in Tasks 1.1 through 1.5 will be used to develop a preliminary map identifying potential wildlife hazard areas at the **AIRPORT** and within the immediate vicinity of the **AIRPORT**.

*Assumptions: 1. The **AIRPORT** will provide copies of wildlife sightings and strikes, previous wildlife hazard studies, environmental assessments, and other environmental studies within fifteen (15) days from the Notice to Proceed.*

TASK 2 – WILDLIFE HAZARD ASSESSMENT

2.1 Grid Monitoring System Development

The preliminary map identifying potential wildlife hazard areas will be field verified and a grid system will be established on the **AIRPORT** property to determine wildlife sampling locations during the study.

2.2 Monthly Sampling Events

Monthly sampling events will be performed two (2) days each month for twelve (12) consecutive months to insure that seasonal resident and migratory bird activity patterns can be recorded.

Sampling Method

Monthly sampling events will occur at sample locations that are randomly chosen each month. There will be a minimum of ten (10) sampling locations and a maximum of fourteen (14). Each sampling location will be visited three (3) times daily, just after sunrise, at mid-day, and prior to sunset. Observations on the bird species, number of individuals, activity observed, direction of movement, and comments on any other significant observations for a period of five (5) minutes at each location. Other information, such as location, habitat type, and weather conditions will also be recorded.

Live Traps

As part of the monthly sampling events, live traps will be set at night in random locations within the grid system. Each trap will be visited the next day to determine what types of small mammals (i.e., rats, mice, moles, voles, rabbits, etc.) are present on the AIRPORT property that might have the potential to attract birds of prey. Based on the sampling results, areas of higher concentrations of small mammals will be identified; however, populations of small mammals will not be estimated.

Incidental Data

Additional data will be collected during the sampling events including visual observations of animal tracks, scat, scratching, bedding, burrows, and insect types (i.e., grasshoppers, crickets, flies, beetles) that might attract birds to the AIRPORT. This data will be collected at the bird observation points as well as small mammal trapping sites.

2.3 General Habitat Mapping at Airport

A general habitat map (i.e., ditches, ponds, canals, wetlands) will be compiled for the AIRPORT property using aerial photography and field observations that will be used to identify and evaluate potential on-site feeding and nesting habitats.

2.4 General Habitat Mapping Outside Airport

A general habitat map will be compiled for an area extending approximately two miles beyond the AIRPORT property boundary utilizing aerial photography, available resource maps, and field observations. The map will be used to identify adjacent habitats that might attract wildlife to the vicinity of the AIRPORT.

Assumptions: *1. If required, the AIRPORT will provide a two-way radio for the survey team during the sampling events.*

2. Wildlife sampling will be performed only on AIRPORT property.

3. The above described sampling techniques may be altered somewhat based on the site conditions to insure that the data collected is sufficient to prepare the wildlife assessment.

TASK 3 – WILDLIFE ASSESSMENT REPORT PREPARATION

3.1 Draft Wildlife Assessment Report

The report will consist of the following chapters:

- a. *Introduction* – This chapter will discuss the regulations governing wildlife hazards at airports and the agencies that administer these regulations.
- b. *Objectives* – This chapter will clearly state the objectives of the wildlife hazard study.
- c. *Airport Facilities and Activities* - This chapter will provide a brief description of the **AIRPORT** including its location, facilities and aircraft operations.
- d. *Legal Status of Wildlife Species* – This chapter will discuss the protection placed over specific species and special permits that are required to collect, impact, relocate, and/or take protected species.
- e. *Methods* – This chapter will include discussions of the methodology used to obtain and analyze the data including a map depicting the grid system and the location of sampling stations.
- f. *Sampling Results and Analysis* – This chapter will discuss the results of the survey and will include comprehensive lists of bird species observed, identification of seasonal migration patterns, numbers of individual birds observed each month, and identification of activities of the birds (i.e., feeding, swimming, flying, etc.). Maps and data tables will be included as needed to clearly convey the results of the survey.
- g. *Evaluation of Wildlife Attractants Potential* – This chapter will discuss **AIRPORT** property and off **AIRPORT** property attractants.

- h. *Recommendations* – This chapter will discuss the recommended wildlife management options for the **AIRPORT** in general terms and state if a wildlife management plan is deemed necessary by the FAA.
- i. *References* – This chapter will contain a list of reference materials and information sources used to complete the assessment.
- j. *Appendices* – The appendices will contain only pertinent information that supports findings of the study including photographic documentation.

Two (2) copies of the Wildlife Assessment “Draft” Report will be produced for review by the **AIRPORT**.

3.2 Final Report

Comments will be addressed and incorporated into the document, and five (5) copies of the final document will be produced.

Assumptions:

1. *The COUNTY will provide comments within fifteen (15) calendar days from receipt of the Draft Report.*
2. *Preparation of a wildlife management plan, if deemed necessary, will be provided under a separate agreement.*

Deliverables:

1. *Five (5) copies of the Final Wildlife Assessment Report and two (2) compact discs containing an Acrobat file of the Final Wildlife Assessment Report.*

TASK 4 – AGENCY COORDINATION

Local and state agencies will be contacted to inform them of the project and apply for a Special Scientific Collecting permit, if necessary.

Assumptions:

1. *Coordination with the U.S. Department of Agriculture will not be required.*

TASK 5 - PROJECT MANAGEMENT AND MEETINGS

Project Management and Client Coordination

Coordination with the **COUNTY** and oversight of the project will be performed over sixteen (16) months to acquire the data and produce the report. Monthly project status reports detailing activities completed for the month and activities scheduled for the following month will be provided to the **COUNTY**.

Web Meetings

Two (2) web-based project meetings will be conducted. The first will consist of a kick-off meeting at the start of the project and the second will consist of a project update meeting midway through the data collection period.

- Assumptions:**
- 1. Preparation of a Wildlife Management Plan is not included in this scope of services.*
 - 2. Development and implementation of a Wildlife Hazard Training Program will be provided for under a separate agreement. .*

SCHEDULE

LPA will initiate project activities immediately upon receipt of authorization to proceed. We anticipate completion of project activities and submittal of a Draft Wildlife Hazard Assessment Report for review and comment within fourteen (14) months of authorization to proceed. The anticipated duration of the project is sixteen (16) months.

Task Description	Estimated Date
Receive Notice to proceed	Day 1
Receive data from COUNTY	Day 14
Kick-Off web meeting	Day 21
Perform monthly sampling events	Day 38 to Day 400
Project web meeting	To be determined
Submit Draft Report	Day 430
Receive comments from COUNTY	Day 445
Submit Final Report	Day 480

COST ESTIMATE

Exhibit C, Man Hour and Fee Estimate, describes the manpower and expenses necessary to complete the outlined scope of work. Actual billing will be lump sum based upon a percent complete of the project in accordance with the Master Agreement between LPA and the COUNTY.

Exhibit C : Hour and Fee Estimate

PALM BEACH COUNTY DEPARTMENT OF AIRPORTS
 Palm Beach International Airport
 Wildlife Hazard Assessment
 Task I-04-PBI-L-044

Item/Task Description	Program Manager	Project Manager	Senior Engineer/Architect/Planner/Scientist	Engineer/Architect/Planner/Scientist	Designer	Technician	Clerical	Total
Rate Schedule	\$201.00	\$171.00	\$171.00	\$144.00	\$108.00	\$82.00	\$76.00	
Task 1. Data Collection and Review								
1.1 Review and compile bird strike data						4		4
1.2 FLUCFCS map						2		2
1.3 FNAI map and data						2		2
1.4 FFWCC wading bird colony, bald eagle, and wood stork colony maps						6		6
1.5 Floodplain map						1		1
Task 1. Data Collection and Review Hours	0	0	0	0	0	15	0	15
Task 1. Data Collection and Review Fee	\$0	\$0	\$0	\$0	\$0	\$1,230	\$0	\$1,230
Task 2. Wildlife Hazard Assessment								
2.1 Develop grid system and randomly select grids			1		4			5
2.2 Monthly sampling (12 events)				200				200
2.3 General habitat mapping within airport						8		8
2.4 General habitat mapping outside airport						8		8
Task 2. Wildlife Hazard Assessment Hours	0	0	1	200	4	16	0	221
Task 2. Wildlife Hazard Assessment Fee	\$0	\$0	\$171	\$28,800	\$432	\$1,312	\$0	\$30,715
Task 3. Wildlife Assessment Report Preparation								
3.1 Draft Report								
a. Introduction					2	1		3
b. Objectives						1		1
c. Airport Facilities and Activities			1		2	1		4
d. Legal Status of Wildlife Species						1		1
e. Methods			2		4	8		14
f. Sampling Results and Analysis (strike data, sampling, data analysis, seasonal trends, summary)			6		32	12		50
g. Evaluation of Wildlife Attractants (on & off airport)			4		18	4		26
h. Conclusions			1		4			5
i. Recommendations			1		4			5
j. References					1		2	3
k. Appendices - data sheets, photos, etc.						10		10
QC and Reproduction (2 copies)			4		8		4	16
3.2 Final Report								
Incorporate revisions and finalize report			2		8	4		14
QC and Reproduction (5 copies)			2		6		4	12
Task 3. Wildlife Assessment Report Preparation Hours	0	0	23	0	89	42	10	164
Task 3. Wildlife Assessment Report Preparation Fee	\$0	\$0	\$3,933	\$0	\$9,612	\$3,444	\$760	\$17,749
Task 4. Agency Coordination								
Agency Coordination			2		6			8
Task 4. Agency Coordination Hours	0	0	2	0	6	0	0	8
Task 4. Agency Coordination Fee	\$0	\$0	\$342	\$0	\$648	\$0	\$0	\$990
Task 5. Project Management and Meetings								
Client Coordination	3	6	14					23
Project management	8	14	20					42
Kick off meeting (1 Webex meeting & prep.)	1	1	2			2		6
Project meeting (1 Webex meeting & prep.)	1	1	2			2		6
Task 5. Project Management and Meetings Hours	13	22	38	0	0	4	0	77
Task 5. Project Management and Meetings Fee	\$2,613	\$3,762	\$6,498	\$0	\$0	\$328	\$0	\$13,201
Labor Totals								
Total Estimated Hours:	13	22	64	200	99	77	10	485
Total Estimated Labor Costs (Lump Sum):	\$2,613	\$3,762	\$10,944	\$28,800	\$10,692	\$6,314	\$760	\$83,885.00
Subconsultant:								
Washman L.L.C - Environmental Services (LS)								\$1,500.00
Scheda Ecological Associates - Environmental Services (LS)								\$24,500.00
Subconsultant Procurement and Management (LS)								\$1,300.00
Lump Sum Expenses								\$8,776.00
TOTAL LUMP SUM AMOUNT:								\$99,981.00



August 27, 2009

Ms. Mariben Andersen
The LPA Group, Inc.
4503 Woodland Corporate Boulevard
Suite 400
Tampa, Florida 33614

RE: SCOPE OF SERVICES AND ASSOCIATED FEE ESTIMATE
Palm Beach International Airport – Wildlife Hazard Assessment
Environmental Land Management Services
Palm Beach County, Florida
Scheda Proposal No. 001737.20.P

Dear Ms. Andersen:

Scheda Ecological Associates, Inc. (Scheda) is pleased to provide this scope of services and associated fee estimate for the above referenced project. We understand that the work will consist of assisting The LPA Group, Inc. (Client) with various bird and wildlife surveys, live traps or their equivalent, and spotlight surveys at night for 2 to 2.5 days/month for 12 consecutive months at the Palm Beach International Airport. The purpose of the surveys will be to conduct a wildlife hazard assessment.

SCOPE OF SERVICES

Task Description

1.0 DATA COLLECTION AND GENERAL ADMINISTRATION

Scheda will collect and review all pertinent data and regulatory agency permits (to be provided by the Client) prior to conducting wildlife survey activities.

2.0 PROJECT COORDINATION

Scheda will coordinate with the Client on data collection, scheduling, and conducting field efforts.

3.0 WILDLIFE HAZARD SURVEYS

Scheda will provide field assistance to the Client for up to 2.5 days per month for 12 consecutive months to ensure that seasonal resident and migratory bird activity patterns can be recorded. It is anticipated that the first month may take up to 2.5 days to establish the sampling locations and conduct the additional coordination normally involved with a first sampling event.

Monthly sampling events will occur at up to 14 sample locations that are randomly chosen each month by the Client. Each sampling location will be visited 3 times daily: just after sunrise, at

mid-day, and prior to sunset. Observations of the bird species, number of individuals, activity observed, direction of movement, and comments on any other significant observations will be performed for a period of 5 minutes at each location. Habitat types, weather conditions, and visual observations of animal tracks, scat, scratching, bedding, burrows, and insect types that might attract birds to the airport will also be recorded at each sample location.

Live traps will be set at night (following the sunset sampling event) in random locations within a grid system. Each trap will be visited the next day (during the sunrise sampling event) to determine what types of small mammals are present on the airport property that have the potential to attract birds of prey.

Scheda will geographically record all sampling locations with a sub-meter Trimble GPS unit and provide shapefiles of the sampling locations. Additionally, Scheda will provide any field notes/datasheets, and up to 200 pounds of sand for sand track stations (if necessary).

The fee estimate for the tasks listed above totals **\$24,500.00**. This will be considered a lump sum fee estimate, which will not be exceeded without prior written authorization from the Client. This project will be billed monthly in accordance with the percent complete of each task. Please note that the following assumptions were used for development of the fee estimate:

1. Scheda will collect, organize, and provide field data only.
2. Scheda will provide one field scientist for the survey effort.
3. Field inspection forms will be provided by the Client.
4. All regulatory permits will be provided by the Client for Scheda's review.
5. Any shape files and/or detailed transect maps will be provided to Scheda by the Client prior to conducting any fieldwork.
6. Scheda will not be responsible for supplying any equipment not mentioned in the above scope of services. Specifically, live traps will be provided by the Client.
7. Vehicular access, identification badges, and security coordination will be conducted by the Client.
8. This scope of services does not include the generation of memorandums, reports, permitting or permit modifications, including regulatory agency negotiations, or any required corrective actions.
9. Additional services will be billed at Scheda's standard hourly rates.

Ms. Mariben Andersen
August 27, 2009
Page 3 of 3

If additional work time is required due to the inaccuracy of these assumptions or future changes in scope, additional fees will be billed on an hourly basis in accordance with Scheda's standard hourly billing rates. Written authorization will be obtained from the Client prior to incurring additional fees.

Scheda scientists can begin work immediately upon receiving your authorization. If you have any questions regarding this scope of services and the associated fee estimate, please contact Mr. Brandon Gray, Scheda's project manager for this effort. I look forward to working with you on this project.

Sincerely,

SCHEDA ECOLOGICAL ASSOCIATES, INC.



Darrell Howton
Operations Manager

**Proposal for Review of the Wildlife Hazard Assessment for Palm
Beach International Airport (PBI), West Palm Beach FL.**

Presented by

WASHMan LLC

Mr. Edward C. Cleary

4395 E. 1200 S.

Brookston, IN 47923

765-563-0383

804-313-1941 (Cell)

WASHManEd@aol.com

CCR Registered

I would like to review the Draft Wildlife Hazard Assessment for Palm Beach International Airport.

A. General Procedures for review of Palm Beach International Airport's Wildlife Hazard Assessment

The Wildlife Hazard Assessment will be reviewed for compliance with FAA regulations Title 14 Code of Federal Regulations Part 139.337 and applicable FAA Advisory Circulars. The review will cover the following areas:

1. Credentials of wildlife biologist who did the assessment.

Because of the length of time since FAA published 5200-36, I assume the WHA was started after the AC was promulgated. If the person who did the assessment is not a Qualified Airport Wildlife Biologist, as defined by the FAA in AC 150/5200-36, the FAA will reject it, regardless of the quality of the report.

2. Survey methods and record keeping.

Were scientifically sound, and commonly accepted survey methods used. Are the record keeping procedures adequate and accurate?

3. Contents of the WHA. Does it follow 14 CFR 139.337 c (1-5), specifically:

- 1) An analysis of the events or circumstances that prompted the assessment.
- 2) Identification of the wildlife species observed and their numbers, locations, local movements, and daily and seasonal occurrences.
- 3) Identification and location of features on and near the airport that attract wildlife.
- 4) A description of wildlife hazards to air carrier operations.

5) Recommended actions for reducing identified wildlife hazards to air carrier operations.

4. Evaluate each area listed in 3 above for completeness and practicality.

1) Is the description of the triggering event(s) accurate and complete.

2) Is the occurrence, movements and seasonality of all identified hazardous species complete?

3) Are all hazardous wildlife attractants occurring on or near the airport accurately identified? Is effect of the various hazardous wildlife attractants on the seasonal occurrence and movements patterns of the hazardous wildlife discussed?

4) Discussion of the hazard to aviation safety

5) Are the wildlife hazard mitigation measures recommended practical and effective?

B. Project Report

Upon completion of the review, a written report will be provided. At your option, the report can be provided electronically, in PDF format, hard copy, or both.

C. Cost for conducting the review

My standard charges are \$125.00/hr, plus expenses.

I estimate the review should take approximately 8 hours and the subsequent write-up should take about 4 hours. The total charges will be \$1,500.

**SCHEDULE #1
PARTICIPATION FOR DBE CONSULTANTS**

PROJECT NAME: Palm Beach International Airport Wildlife Hazard Assessment	PROJECT NO: Task I-04-PBI-L-044
CONSULTANT: THE LPA GROUP INCORPORATED	PHONE NO.: 813.889.3892
CONTACT: Mariben Anderson	FAX NO: 813.889.3893
DATE: February 2010	DEPARTMENT: Airports

Name, Address and Phone Number of DBE Subcontractor	Type of Work to be performed	DBE Subcontractor Amount			
		Black	Hispanic	S/WBE Women	Other (S/MBE)
Scheda Ecological Associates, Inc. 1486-A Skees Road West Palm Beach, Florida 33411 (561) 689-9198	Environmental Services/Natural Resources	\$	\$	\$24,500.00	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
	Total:	\$	\$	\$24,500.00	\$

Total Fee:	<u>\$99,961.00</u>	Total % of DBE Participation:	<u>24.51%</u>
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/1/09

PRODUCER (703)827-2277 FAX: (703)827-2279 Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	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.												
INSURED THE LPA GROUP INCORPORATED PO Box 5805 Columbia SC 29250	<table border="1"> <tr> <th>INSURERS AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: CNA</td> <td>20443</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: CNA	20443	INSURER B:		INSURER C:		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #												
INSURER A: CNA	20443												
INSURER B:													
INSURER C:													
INSURER D:													
INSURER E:													

COVERAGES		THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.											
INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS								
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/POP AGG \$								
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$								
	EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				<table border="1"> <tr> <td>WC STATU-TORY LIMITS</td> <td>OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATU-TORY LIMITS	OTH-ER												
E.L. EACH ACCIDENT	\$												
E.L. DISEASE - EA EMPLOYEE	\$												
E.L. DISEASE - POLICY LIMIT	\$												
A	OTHER Professional Liability	AEH 00 301 02 94	7/1/2009	7/1/2010	\$5,000,000 per claim \$5,000,000 annual aggregate								

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Airport Consulting / Engineering Services This policy has full prior acts coverage.
 *Cancellation Notice: In the event the above policy is canceled, non-renewed or materially changed (materially changed defined as a reduction in the policy limit by endorsement during the policy period) prior to the expiration date thereof, the Company will provide 30 days written notice to the certificate holder named below.

CERTIFICATE HOLDER Palm Beach County Department of Airports Attn: Nancy Herrera Planning & Development Division 846 Palm Beach International Airport West Palm Beach, FL 33406	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL * 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 Barbara Sable/BHARRI <i>Barbara Sable</i>
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/30/2009

PRODUCER (803) 799-5533 FAX: (803) 771-0166
 Keenan Suggs
 700 Huger St.
 Suite 100
 Columbia SC 29201

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.

INSURED
 THE LPA GROUP INCORPORATED
 P O Box 5805
 Columbia SC 29250

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: The Phoenix Insurance Company	25623
INSURER B: Charter Oak Fire Insurance	25615
INSURER C: Travelers Property Casualty	25674
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/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY	P-630-7656N454-PHX-09	8/1/2009	8/1/2010	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG \$ 2,000,000
		<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC				
B		AUTOMOBILE LIABILITY	P-810-8281B884-COF-09	8/1/2009	8/1/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
		<input checked="" type="checkbox"/> HIRED AUTOS				
		<input checked="" type="checkbox"/> NON-OWNED AUTOS				
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
						AUTO ONLY: AGG \$
C		EXCESS / UMBRELLA LIABILITY	P-CUP-8281B896-TIL-09	8/1/2009	8/1/2010	EACH OCCURRENCE \$ 9,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 9,000,000
		<input type="checkbox"/> DEDUCTIBLE				\$
		<input checked="" type="checkbox"/> RETENTION \$ 10,000				\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	PN-UB-768905-09	8/1/2009	8/1/2010	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)				E.L. EACH ACCIDENT \$ 500,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 500,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000
A		OTHER Valuable Papers	P-630-7656N454-PHX-09	8/1/2009	8/1/2010	Limit \$750,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 RE: Airport Consulting/Engineering Services. Palm Beach County Board of Commissioners, a political subdivision of the State of Florida, its officers, employees and agents are additional insureds. Waiver of Subrogation provided.

CERTIFICATE HOLDER

Palm Beach County Dept of Airports
 Attn: Nancy Herrera
 Planning & Development Division
 846 Palm Beach Int'l Airport
 West Palm Beach, FL 33406

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
 Thomas Suggs/DRH

ACORD 25 (2009/01)
 INS025 (200901)

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IMPORTANT

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

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

DISCLAIMER

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