

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

Meeting Date: July 2, 2024

☐ Consent ☒ Regular
☐ Workshop ☐ Public Hearing

Submitted By: Department of Airports

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

- (A) Amendment No. 12 to the Contract for Consulting/Professional Services (Consulting Agreement) with RS&H, Inc. (RS&H) in the amount of \$1,115,944.71 to provide additional services for a previously approved task related to the Concourse B Expansion Project; and
- (B) A Budget Transfer in the amount of \$1,115,945 in the Airport's Improvement and Development Fund to provide budget for the Amendment No. 12, including a transfer from Reserves in the amount of \$1,115,945.

Summary: The Consulting Agreement with RS&H was approved by the Board of County Commissioners (Board) on May 7, 2019 (R-2019-0612) in the amount of \$2,004,570.58. Amendment No. 1 (R-2020-0414) through Amendment No. 11 (R-2024-0345) increased the contract amount by \$13,853,792.67 and provided for various planning, design and construction phases services, including, but not limited to, services for the following projects at the Palm Beach International Airport: Escalator Replacement, Parking Revenue Control Building Replacement, Air Rescue and Fire Fighting (ARFF) Building Replacement, Concourse B Expansion, Switchgear Replacement, and Elevator Replacement. Approval of Amendment No. 12 will increase the amount of the Agreement by \$1,115,944.71 for a total contract value of \$16,974,307.96. A detailed Contract History is included in Attachment 1. While the term of the Consulting Agreement has expired, it authorized amendments to be issued after the expiration to include any additional services needed to complete a task authorized prior to the expiration of the Consulting Agreement. Amendment No. 4 approved on June 15, 2021 (R-2021-0844), authorized Task I-21-PBI-R-023: PBI Concourse B Expansion for the design and preparation of construction documents for the expansion of Concourse B. Amendment No. 12 provides for Construction Administration and Partial Resident Project Representative (RPR) Services for Concourse B Expansion Package 2A. RS&H is a Jacksonville, Florida based firm; however, the majority of the work will be managed through its Fort Lauderdale, Florida offices. A Disadvantaged Business Enterprise (DBE) goal of 18% was established for this Agreement. RS&H, Inc. committed to 23% DBE participation. The DBE participation for Amendment No. 12 is 1.9%. The cumulative DBE participation, including Amendment No. 12, is 30.12%. Pursuant to changes to Chapter 332, Florida Statutes, effective July 1, 2023, a governing body of a medium hub commercial service airport may not approve purchases of contractual services in excess of \$1,000,000 on a consent agenda. Amendment No. 12 exceeds the threshold amount and must be approved on the regular agenda.

Countywide (AH)

Background and Policy Issues: RS&H is the consultant responsible for the design of the Concourse B Expansion Project. Additional consulting services will be required during the course of construction of the Concourse B Expansion Project. Concourse B Expansion Package 2A is the second phase of the Concourse B Project and will include updates to the finishes in the existing concourse, installation of mechanical chilled water piping on the concourse roof and the relocation of a water main needed to complete the final phase of the Concourse B Expansion Project.

Attachments:

1. Amendment No. 12 with RS&H, Inc. – 2 Originals with Contract History
2. DBE Goal Information
3. Budget Transfer

Recommended By: *C. J. Laura Buber* *6/10/24*
Department Director Date

Approved By: *Donna C. Ayala Collopy* *6/12/24*
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>
Capital Expenditures	<u>\$1,115,945</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Operating Costs	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
External Revenues (Grants)	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Program Income (County)	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
In-Kind Match (County)	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
NET FISCAL IMPACT	<u>\$1,115,945</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

ADDITIONAL FTE
POSITIONS (Cumulative)

Is Item Included in the Current Budget?	Yes	<u> </u>	No	<u>X</u>
Does this item include the use of federal funds	Yes	<u> </u>	No	<u>X</u>
Does this item include the use of state funds?	Yes	<u>X</u>	No	<u> </u>

Budget Account No: Fund 4111 Department 121 Unit A 394 Object 6504/ 6505

Reporting Category

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

A Budget Transfer in the Airport's Improvement and Development fund in the amount of \$1,115,945; including a transfer from Reserves in the amount of \$1,115,945.

PFC and grant reimbursements will be determined as invoices are processed.

C. Departmental Fiscal Review:

Deborah Duncan
2/11

III. REVIEW COMMENTS

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

Lisa M. [Signature] 5/31/2024
165 5/31 OFMB QA 5/30

Brenda Brackley 6/12/24
Contract Dev. and Control
Trd 6/11/24

B. Legal Sufficiency:

Anne Delgado 6-12-24
Assistant County Attorney

C. Other Department Review:

Department Director

REVISED 11/17

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT)

AMENDMENT NO. 12 TO CONTRACT
BETWEEN
PALM BEACH COUNTY DEPARTMENT OF AIRPORTS
AND
RS&H, INC.
FOR
FOR CONSULTING / PROFESSIONAL SERVICES
AT
PALM BEACH COUNTY AIRPORTS

R2024 0824

JUL 02 2024

This Amendment No. 12 to the Contract is made as of the 2nd day of July, 2024, 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 **RS&H, Inc.**, [] an individual, [] partnership, [X] a corporation authorized to do business in the State of Florida, hereinafter referred to as the **CONSULTANT**, whose Federal Tax I.D. number is 59-2986466.

WITNESSETH

WHEREAS, on May 7, 2019, the COUNTY entered into an Agreement (R2019-0612) with the CONSULTANT for the CONSULTANT to provide Consulting / Professional Services for the Palm Beach County Department of Airports at Palm Beach County Airports (PBI, F45, LNA, & PHK); and

WHEREAS, on May 5, 2020, the COUNTY entered into an Amendment No. 1 (R-2020-0414) with the CONSULTANT to provide additional professional services for the Department of Airports, Palm Beach County, in accordance with Article 26 of the original Agreement; and

WHEREAS, on October 20, 2020, the COUNTY entered into an Amendment No. 2 (R-2020-1607) with the CONSULTANT to provide additional professional services for the Department of Airports, Palm Beach County, in accordance with Article 26 of the original Agreement; and

WHEREAS, on May 4, 2021, the COUNTY entered into an Amendment No. 3 (R-2021-0576) with the CONSULTANT to exercise the first one (1) year renewal option for the continuation of services; and

WHEREAS, on June 15, 2021, the COUNTY entered into an Amendment No. 4 (R-2021-0844) with the CONSULTANT to provide additional professional services for the Department of Airports, Palm Beach County, in accordance with Article 26 of the original Agreement; and

WHEREAS, on March 22, 2022, the COUNTY entered into an Amendment No. 5 (R-2022-0263) with the CONSULTANT to exercise the second and final one (1) year renewal option for the continuation of services and to provide additional professional services for the Department of Airports, Palm Beach County, in accordance with Article 26 of the original Agreement; and

RS&H, INC.
MAY 2024

WHEREAS, on January 24, 2023, the COUNTY entered into an Amendment No. 6 (R-2023-0103) with the CONSULTANT to provide additional professional services for the Department of Airports, Palm Beach County, in accordance with Article 26 of the original Agreement;

WHEREAS, on April 4, 2023, the COUNTY entered into an Amendment No. 7 (R-2023-0447) with the CONSULTANT to provide additional professional services for the Department of Airports, Palm Beach County, in accordance with Article 26 of the original Agreement;

WHEREAS, on April 18, 2023, the COUNTY entered into an Amendment No. 8 (R-2023-0532) with the CONSULTANT to provide additional professional services for the Department of Airports, Palm Beach County, in accordance with Article 26 of the original Agreement;

WHEREAS, on October 17, 2023, the COUNTY entered into an Amendment No. 9 (R-2023-1540) with the CONSULTANT to provide additional professional services for the Department of Airports, Palm Beach County, in accordance with Article 26 of the original Agreement;

WHEREAS, on November 7, 2023, the COUNTY entered into an Amendment No. 10 (R-2023-1595) with the CONSULTANT to provide additional professional services for the Department of Airports, Palm Beach County, in accordance with Article 26 of the original Agreement;

WHEREAS, on April 2, 2024, the COUNTY entered into an Amendment No. 11 (R-2024-0345) with the CONSULTANT to provide additional professional services for the Department of Airports, Palm Beach County, in accordance with Article 26 of the original Agreement;

WHEREAS, Article 26 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 A. The total amount to be paid by the COUNTY to the CONSULTANT for professional services, including any out of pocket expenses, shall not exceed One Million One-Hundred Fifteen Thousand Nine-Hundred Forty-Four Dollars and Seventy-One Cents (\$1,115,944.71) for the services in Amendment No. 12 to the original Contract.
2. Except as specifically amended herein, all other terms and conditions of the Contract shall remain in full force and effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused the Twelfth Amendment to the Contract to be signed by the Mayor 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, RS&H, Inc., has caused these presents to be signed in its corporate name by its duly authorized officer (Name) Andrew P. Wheeler , (Title) Executive Vice President acting on behalf of said CONSULTANT, and the Seal of said CONSULTANT to be affixed hereto and attested by the Secretary of said CONSULTANT, the day and year first written above.

R2024 0824 JUL 02 2024
PALM BEACH COUNTY, FLORIDA

ATTEST:

JOSEPH ABRUZZO
CLERK OF THE COUNTY COURT
AND COMPTROLLER

By: 
Deputy Clerk



BOARD OF COUNTY COMMISSIONERS

By: 
Maria Sachs, Mayor

WITNESS:

DocuSigned by:
Shelly McLane
E1F054861E02496
SIGNATURE

Shelly McLane
Name (type or print)

CONSULTANT:

RS&H, Inc.
COMPANY NAME

DocuSigned by:
ANDREW WHEELER
77B454D6815941B
Signature

Andrew P. Wheeler
Name (type or print)

Executive Vice President
Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY: 
County Attorney

(Corporate Seal)

APPROVED AS TO TERMS
AND CONDITIONS

By: 
Department Director

CERTIFICATION OF
AUTHORIZING SIGNATORY FOR
PALM BEACH COUNTY CONTRACTS

I, Marlon F. Starr, Executive Vice President, Chief Legal Officer, and Corporate Secretary of RS&H, Inc., a Florida Corporation (the "Corporation"), hereby certify that:

- (1) The Corporation is duly organized and existing under the laws of the State of Florida, and
- (2) Andrew P. Wheeler is an Executive Vice President of the Corporation and is authorized and empowered to execute in the name of the Corporation all proposals, agreements, supplements, contracts, and other documents he may deem necessary or appropriate, in connection with Palm Beach County, Florida.

I further certify that the foregoing authorization shall remain in full force and effect until written notice of amendment or rescission shall have been received by the County, and that receipt of such notice shall not affect any action taken by the authorized officer prior thereto.

IN WITNESS WHEREOF, I have hereto subscribed my name and affixed the Seal of the Company this 6th day of February, 2023.

DocuSigned by:

Marlon F. Starr
Corporate Secretary





3125 W Commercial Blvd, Suite 130
Fort Lauderdale, FL 33309

O 954-474-3005
F 954-474-3006
rsandh.com

May 9, 2024

Palm Beach County Department of Airports
ATTN: Mr. Michael Giambrone, Director of Airports Planning
846 Palm Beach International Airport
West Palm Beach, Florida 33406-1470

RE: Airport Facilities & Systems Planning, Design, Engineering and Construction
Management Professional Services for Palm Beach County Department of Airports
AMENDMENT NO. 12 TO CONTRACT

Dear Mr. Giambrone,

RS&H is pleased to submit for your review and approval the Amendment No. 12 for the *Airport Facilities & Systems Planning, Design, Engineering and Construction Management Professional Services* project at Palm Beach International Airport.

Amendment 12 is for additional services needed to continue performance of on-going services related to Tasks authorized prior to expiration of contract.

Please contact me if any questions regarding this transmittal. My direct phone is (904) 256-2437.

Respectfully submitted,

RS&H, Inc.

DocuSigned by:

A handwritten signature in black ink that reads 'Pat Hargrove'.

4C8126E58A4642F
Pat Hargrove, AIA NCARB
Vice President, Aviation

Cc: Andrew P. Wheeler

AMENDMENT NO 12 INDEX

CERTIFICATE OF INSURANCE

EXHIBIT A: AMENDMENT NO. 12

EXHIBIT A-1 – Task I-24-PBI-R-042: Concourse B Expansion: Package 2A –Construction Administration & Partial RPR Services

EXHIBIT A-2 – Task III Services

EXHIBIT B: DETAILED FEES, EXPENSESE AND PAYMENTS

EXHIBIT B-I: Summary of Fees

EXHIBIT B-II: Schedule of Payments

EXHIBIT C – PROPOSED SCHEDULES

EXHIBIT D – DISADVANTAGED BUISINESS ENTERPRISE COMPLIANCE

CERTIFICATE OF INSURANCE



Palm Beach County
Compliance Summary Report

Vendor Number	Vendor Name	AM Best Rating	Insurance Carrier	Policy #	Eff. Date	Exp. Date	Coverage	Contract Number	Contract Name
DX00000525	RS&H, Inc.	Modified	Compliant					DOA 18-2A	Consulting/Professional Services
		A+g , XV	Zurich American Insurance Company	BAP146956401	6/28/2023	6/28/2024	Auto Liability		
		A+g , XV	American Guarantee and Liability Insurance Company	AUC146955801	6/28/2023	6/28/2024	Excess Liability		
		Ag , XV	The Continental Insurance Company	7039681430	6/28/2023	6/28/2024	Excess Liability		
		A++g , XV	Travelers Property Casualty Company of America	EX6T35064A23NF	6/28/2023	6/28/2024	Excess Liability		
		A+g , XV	Zurich American Insurance Company	GLO146640901	6/28/2023	6/28/2024	General Liability		
		A , XV	Lloyds Underwriters (Canada Branch)	B0146LDUSA2304894	6/28/2023	6/28/2024	Professional Liability		
		A+g , XV	American Guarantee and Liability Insurance Company	WC041147101	6/28/2023	6/28/2024	Workers Comp		

Risk Profile : Standard - Professional Services
Required Additional Insured : Palm Beach County Board of County Commissioners
Ownership Entity :

EXHIBIT A: AMENDMENT NO. 12

This Amendment No 12 is in accordance with the Contract for Consulting/Professional Services (Agreement R-2019-0612) between Palm Beach County (COUNTY) and RS&H, Inc. (CONSULTANT) dated May 7, 2019. The Airport has requested that RS&H (Consultant), under the Agreement, provide a scope and fee for additional services needed to continue performance of on-going services related to tasks authorized prior to expiration of contract.

CERTIFICATE OF INSURANCE

EXHIBIT A: AMENDMENT NO. 12

EXHIBIT A-1 – Task I-24-PBI-R-042: Concourse B Expansion: Package 2A –Construction Administration & Partial RPR Services

EXHIBIT A-2 – Task III Services

EXHIBIT B: DETAILED FEES, EXPENSES AND PAYMENTS

EXHIBIT B-I: Summary of Fees

EXHIBIT B-II: Schedule of Payments

EXHIBIT C – PROPOSED SCHEDULES

EXHIBIT D – DISADVANTAGED BUSINESS ENTERPRISE COMPLIANCE

**EXHIBIT A-1 – Task I-24-PBI-R-042: Concourse B Expansion: Package 2A –
Construction Administration & Partial RPR Services**

**Concourse B Expansion:
Package 2A – Construction
Administration & Partial RPR
Services**

Version 1.0
May 9, 2024
Palm Beach County (PBC) Department of Airports (DOA)
West Palm Beach, FL

Task Authorization No. I-24-PBI-R-042
RS&H Project No.: 2006-3101-042

Prepared by RS&H, Inc. at the
direction of PBC DOA.



I PROJECT DESCRIPTION

The Airport has requested that RS&H (Consultant) under the Agreement with RS&H for Airport Facilities and System Consulting Services for Palm Beach County Department of Airports Project No. DOA 18-2A provide a scope and fee for Construction Administration (CA) and Resident Project Representative (RPR) Services for the Concourse B Expansion: Package 2A Construction Project at Palm Beach International Airport (Project).

The following professional disciplines/services/specialties are expected to play a significant role in the development of the Project:

- » Project Management
- » Civil Engineering (Airfield) CA
- » Civil Utility (Water and Sanitary) Engineering CA
- » Architecture/Life Safety CA
- » Mechanical Engineering CA
- » Material Testing
- » Partial Resident Project Representative (RPR) Services (Site & Building)

The Consultant design team is made up of the following professionals:

<u>Consultant/Subconsultant</u>	<u>Involvement</u>
RS&H, Inc.	Civil (Airfield), Architecture/Life Safety, RPR: Building, Project Management
Keith and Associates, Inc.	Civil Utility (Water and Sanitary), RPR: Site
JLRD	Mechanical
Tierra South Florida	Material Testing (Quality Assurance Testing)

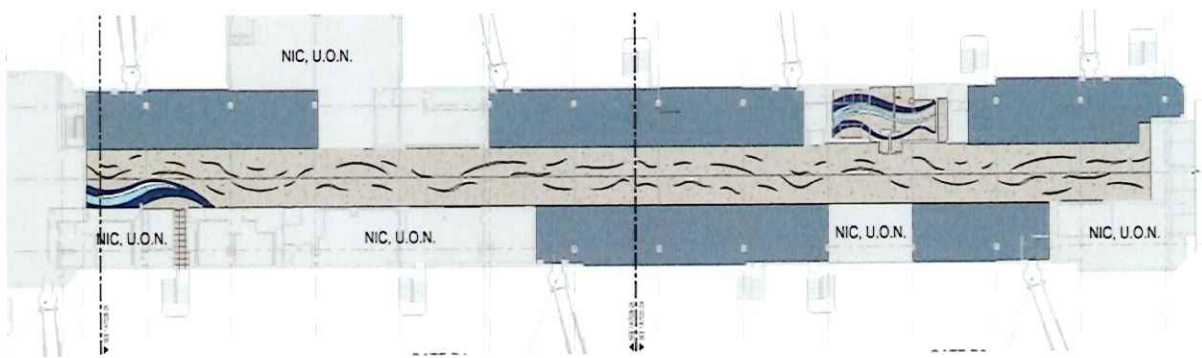


FIGURE 1: CONC B EXPANSION - INTERIOR RENOVATION

**“RESTRICTED” CONFIDENTIAL
DOCUMENTS**

DO NOT COPY/RECORD

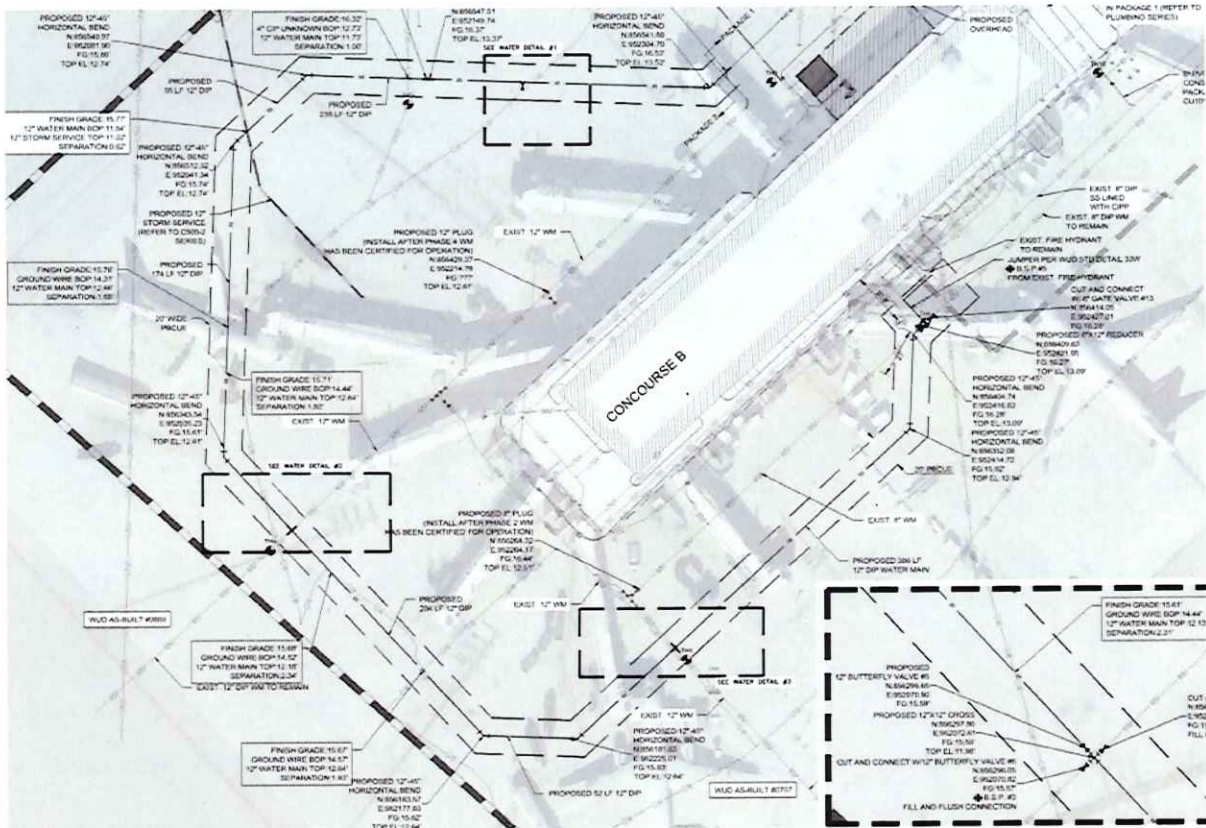


FIGURE 2: CONC B EXPANSION - WATERLINE

Project includes the following Tasks:

- » Task 1: Construction Administration Services
- » Task 2: Project Closeout
- » Task 3: Partial Resident Project Representative (RPR) Services (Building & Site)

This proposal is to provide construction administration services and partial RPR services to support the Construction phase of the Concourse B Package 2A project. The project includes, but not limited to, the following:

- Level 1 - Ramp
 - Gate B2 & B4 striping
 - Waterline installation
 - Partial VSR relocation
 - Temporary Pavement required by waterline installation
 - General Restriping required by waterline installation
- Level 2 – Concourse Level
 - Replacement of Holdroom B1, B3, B5, B7, B2, B4 carpet with the exception at existing vendor bar in B2-B4 holdroom space

- Replacement of main circulation flooring to terrazzo from Concourse B entrance ramp to Holdroom B7
- Roof
 - Chilled Water Pipe installation from Checkpoint A/B to near Gate B7

Funding Expectations – The Project’s estimate construction cost is approximately \$10,047,843.24 per the CMAR GMP dated May 2, 2024.

Project Duration – Per Attachment A (CMAR GMP Schedule), the Project time is approximately (22) twenty-two months from Notice to Proceed (NTP) to Substantial Completion (SC). The estimated construction time is approximately (21) twenty-one months. The actual construction schedule may vary as the Construction progresses. Changes to the construction schedule may require changes in the Consultant’s efforts and require adjustments to the compensation indicated in this proposal. Proposal includes an additional month after substantial completion for project closeout.

II PROJECT TASKS

TASK 1 CONSTRUCTION ADMINISTRATION SERVICES

Task 1.1 Pre-Construction Conference

The Consultant shall attend one (1) pre-construction conference meeting at the Airport or remotely via TEAMS or another virtual program from the Consultant team. The CMAR will prepare the Pre-Construction Meeting agenda and meeting minutes, and distribute the minutes to appropriate parties

The following disciplines/individuals will be available from the Consultant team:

- » Project Manager
- » Senior Project Architect
- » Civil Engineer – Airfield
- » Civil Engineer - Utility
- » Mechanical Engineer
- » RPR: Building (Captured in Task 3)
- » RPR: Site (Captured in Task 3)
- » Material Testing Representative

Task 1.2 RFI / Submittal Review

The Consultant shall review and respond to Request for Information (RFI's), substitution requests, shop drawings, samples, and other submissions furnished by the CMAR and submitted to the Consultant. The Consultant shall review and approve as required. The Consultant will utilize Newforma for tracking, reviewing, and responding to RFIs and submittals.

Proposal is based on an estimated maximum of (20) twenty site RFI's and (40) forty building RFI's.

- » Site RFIs – (10) ten RS&H / (10) ten Keith
- » Building RFI's – (30) thirty RS&H / (10) ten JLRD

Proposal is based on a maximum of (30) thirty site-submittals and (50) fifty building Submittals and (10) ten site re-submittals and (20) twenty building re-submittals. Submittal review will be limited to the initial review and a single resubmittal. Any submittal reviews beyond two is excluded.

- » Site Submittals – (15) fifteen RS&H / (15) fifteen Keith
- » Building Submittals – (40) forty RS&H / (10) ten JLRD

- » Site Re-Submittals – (5) five RS&H / (5) five Keith
- » Building Re-Submittals – (15) fifteen RS&H / (5) five JLRD

Task 1.3 Construction Progress Meetings

Members of the Consultant Team shall participate in weekly construction coordination meetings until the Contractor has mobilized, approximately (1) one month. Each meeting is anticipated to be (1) one hour.

- » Pre-Mobilization: (4) four meetings total
 - (4) four Meetings - The Consultant will participate via TEAMS or another virtual program.
 - The following individuals will be present from the Consultant team at each construction meeting:
 - Project Manager
 - Senior Project Architect
 - Civil Engineer – Airfield
 - Civil Engineer - Utility
 - Mechanical Engineer
 - RPR: Building (Captured in Task 3)
 - RPR: Site (Captured in Task 3)

Once the Contractor has mobilized and is on-site, members of the Consultant Team shall participate in weekly construction coordination meetings, approximately (21) twenty-one months. Each meeting is anticipated to be (1) one hour.

- » Post-Mobilization:
 - Remote: The following disciplines / individuals will participate via TEAMS or another virtual program from the Consultant for the number of meeting indicated.
 - Project Manager – (84) eighty-four meetings
 - Senior Project Architect – (32) thirty-two meetings
 - Civil Engineer – Airfield – (84) eighty-four meetings
 - Civil Engineer – Utility – (42) forty-two meetings
 - Mechanical Engineer – (16) sixteen meetings
 - RPR: Building – (32) thirty-two meetings (Task 3)
 - RPR: Site – (84) eighty-four meetings (Task 3)

The CMAR shall conduct the meetings, prepare agendas and provide the meeting minutes.

Task 1.4 Construction Progress Site Visits

The Consultant will conduct construction progress site visits as follows and a written observation report, documenting the findings of the site visit will be provided for each site visit. The number of trips averages to (1) one per month for the duration of the expected construction that each discipline will be actively involved.

- » Project Manager – (11) eleven meetings
- » Senior Project Architect – (8) eight meetings
- » Interior Design – (2) two meetings
- » Civil Engineer – Airfield – (21) twenty-one meetings
- » Civil Engineer – Utility – (31) thirty-one meetings
- » Mechanical Engineer – (14) fourteen meetings

Construction phase acceptance will be done during Task 1.4 and thus, site travel for this Task may be required by Construction Schedule to be completed more often than once a month.

- » Terrazzo: 4 Phases

- » Interior Renovation other than Terrazzo: 4 Phases
 - Holdroom B1
 - Holdroom B3-B5
 - Holdroom B7
 - Holdroom B2-B4

- » Rooftop Chilled Water Lines: 1 Phase
- » Waterline: 6 Phases

Task 1.5 Project Revisions

The Consultant will prepare documentation to issue Field Instructions and Field Bulletins (as required by unforeseen existing / field conditions or as required by responses to RFI's / submittal reviews) with the approval of the Airport.

Proposal is based on a maximum of (10) ten site and (26) twenty-six Field Instruction and/or Field Bulletin due to unforeseen conditions.

- » Site Field Instruction / Field Bulletins – (6) six RS&H / (4) four Keith
- » Building Field Instruction / Field Bulletins – (16) sixteen RS&H / (10) ten JLRD

Owner directed changes that require additional design and documentation effort from the Consultant will be handled through an amendment to the contract. No changes will be executed, and no work progressed associated with those changes without prior approval from the Airport.

Task 1.6 Request for Change Orders

The Consultant will review Change Order Requests generated from Field Instructions and Field Bulletins (required by unforeseen existing / field conditions) or generated by CMAR and provide recommendation of acceptance to DOA or provide requests for revisions and/or clarifications of submitted documentation to DOA / CMAR.

The Consultant shall 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 the contractor relating to the execution and progress of the work and other matters and questions related thereto.

Proposal is based on a maximum of (20) twenty building and (10) ten site RCO's.

- » Site Change Order Reviews – (5) five RS&H / (5) five Keith
- » Building Change Order Reviews – (14) fourteen RS&H / (6) six JLRD

Task 1.7 Change Order Preparation for DOA

Consultant will compile Change Orders for DOA which include approved Change Order Requests of Task 1.6. Task includes (2) two hours for PM for (21) twenty-one months. Assumes (1) change order compiled per month.

Task 1.8 Substantial Completion Observation and Punchlist

The Consultant shall perform, together with the Airport’s authorized representative(s), a substantial completion observation of the project at the end of the Project to determine if the project has been completed in accordance with the contract documents so that the Consultant may recommend approval to Airport if applicable, in writing, the issuance of a Certificate of Substantial Completion (ie Certificate of Substantial Completion). The Consultant shall prepare a punchlist of items that must be completed or that are deficient. The CMAR shall submit punchlist to the Consultant prior to observation. There are anticipated to be (2) two Substantial Completions for the Project (site and building).

The following disciplines/individuals will be present from the Consultant team at the Substantial Completion Observation:

- » Site
 - Civil Engineer – Airfield
 - Civil Engineer - Utility
 - RPR: Site
- » Building
 - Senior Project Architect
 - Mechanical Engineer
 - RPR: Building

Task 1.9 Final Observation

The Consultant shall perform, together with the Airport’s authorized representative(s), a final observation of the project. The Consultant confirm acceptable completion of punchlist of Task 1.8, and if the CMAR has fulfilled all obligations thereunder so that the Consultant may recommend approval to Airport final payment to the CMAR for each phase. There are anticipated to be (2) two phases to the project (site and building).

The following disciplines/individuals will be present from the Consultant team at the Final Observation:

- » Site
 - Project Manager
 - Civil Engineer – Airfield
 - Civil Engineer - Utility
- » Building
 - Project Manager
 - Senior Project Architect
 - Mechanical Engineer

Task 1.10 Material Testing - Site

The Consultant shall perform Quality Assurance (QA) material testing services in accordance with the Project Manual and be completed by Tierra South Florida. Reports will be provided to Owner and Contractor.

Task 1.11 Pay Application Reviews

The Consultant shall review CMAR applications for payment and supporting data, review the amount owed and recommend approval in writing all payments to CMAR in accordance with the contract documents for up to (22) twenty-two payment applications.

The following disciplines/individuals will review each Pay Application (as applicable) and base recommendation on most recent site visit:

- » Project Manager
- » RPR: Building (Captured under Task 3)
- » RPR: Site (Captured under Task 3)

Task 1.12 Phasing Coordination Efforts

Members of the Consultant Team shall participate in (8) eight construction phasing meetings. Each meeting is anticipated to be (1) one hour via TEAMS or another virtual program.

- » The following individuals will be present from the Consultant team at eight construction meetings:
 - Project Manager
 - Senior Project Architect
 - Civil – Site
 - Civil – Utilities
 - RPR: Building (Captured in Task 3)
 - RPR: Site (Captured in Task 3)

Task 1.13 Project Management

Consultant will oversee scheduling, resource allocation, monitoring, oversight, direction, and control for all aspects of the Consultant team’s efforts including assembly and coordination of all documentation.

The Consultant will issue monthly progress reports with each invoice to the Airport project manager during this portion of the project.

TASK 2 PROJECT CLOSEOUT

Project closeout includes the preparation of the record documents, final BIM models, and final invoicing.

Task 2.1 Record Documents

The Consultant shall obtain red-line as-built drawings from Construction Contractor and prepare "Record Drawings", which shall become the property of the Airport corrected to show significant changes made in the work during the construction of the project. Such corrections shall be the "as-built" prints, drawings, field sketches and other data furnished to the Consultant by the Airport and the contractor, and any amendments issued during construction.

- » Electronic updated drawings (.pdf)
- » Electronic updated specifications (.pdf)
- » Electronic updated drawings (CAD)
- » Revit model (L300)

Task 2.2 Project Management and Discipline Coordination

Consultant will oversee scheduling, resource allocation, monitoring, oversight, direction, and control for all aspects of the team's efforts including assembly and coordination of all documentation.

The Consultant will issue monthly progress reports with each invoice to the Airport project manager during this portion of the project.

TASK 3 PARTIAL RESIDENT PROJECT REPRESENTATIVE (RPR) SERVICES

Task 3.1 Partial RPR Services - Building

The Consultant shall provide part-time Building RPR services for the project that will consist of on-site presence and observation for (1) one day per week for (21) twenty-one months. The RPR will observe the on-site construction to confirm the work is in compliance with the contract documents and is progressing according to the construction schedule. The RPR will provide a weekly observation report identifying the progress of the construction and any deficiencies or discrepancies observed. The RPR will attend the construction progress meetings noted above as well as coordinate with other discipline team members for support during site visits. The Building RPR will be provided by RS&H, Inc. and assumes an effort of (12) twelve hours per week for (8) eight months for site inspection, reporting, and meetings. RPR is assumed to be Project Architect.

Task 3.2 Partial RPR Services - Site

The Consultant shall provide part-time Site RPR services for the project that will consist of on-site presence and observation for (3) three days per week for (21) twenty-one months. The RPR will observe the on-site construction to confirm the work is in compliance with the contract documents and is progressing according to the construction schedule. The RPR will provide a weekly observation report identifying the progress of the construction and any deficiencies or

discrepancies observed. The RPR will attend the construction progress meetings noted above as well as coordinate with other discipline team members for support during site visits. The Site RPR will be provided by Keith and assumes an effort of (28) twenty-eight hours per week for (21) twenty-one months for site inspection, reporting, and meetings.

III MEETINGS AND PRESENTATIONS

The following meetings and presentations will be attended as part of this proposal:

Task	Meetings / Site Visits	Total Meetings	Attendance In-Person	Remote Attendance
1.1	Pre-Construction Conference	1	X	X
1.3	Construction Progress Meetings: Pre-Mobilization	4	-	X
1.3	Construction Progress Meetings: Post Mobilization	96	X	X
1.4	Construction Progress Site Visits	See above	X	-
1.8	Substantial Completion Observation and Punchlist	See above	X	-
1.9	Final Observation	See above	X	-

IV DELIVERABLES

The following deliverables will be submitted as part of this proposal:

Task #	Title	Information Included	Format
1.4	Construction Progress Site Visits	Observation Report	TBD
1.5	Project Revisions	Recommendations / Comments on CAR's / COR's	TBD
1.8	Substantial Completion Observation and Punchlist	Punchlist	TBD
1.9	Final Observation	Recommendation of Phase	TBD
2.1	Record Documents	Drawings and Project Manual	.pdf, CAD, Revit
3.1/3.2	Partial RPR Services	Weekly Reports	TBD

V ASSUMPTIONS AND EXCLUSIONS

The following assumptions have been made for this Scope of Work:

- » CMAR will provide punchlist to Consultant at each phase prior to Substantial Completion site visit
- » The CMAR shall conduct the meetings, prepare agendas and provide the meeting minutes.
- » Contractor will provide field mark-ups in electronic format for the completion of Record Documents.

- » Site Observations and RPR on-site presence will occur during the following period:
Monday through Friday 8:00am to 5:00pm and while the contractor is on-site.
- » Task 1.11 limited to (1) one pay app review and (1) re-review per pay app. Task excludes traveling to non-airport property.

The following items are excluded from this Scope of Work unless otherwise noted:

- » Fees associated with permitting
- » Phase 4: Bidding and Award of Contract Services
 - Pre-Bid Preparation / Meeting Participation
- » Phase 5: Construction Administration Services
 - Submittal reviews beyond two (2)
 - Commissioning of fixtures and equipment
- » Development of striping plans for temporary relocation of parking
- » Modeling of gate fleet mix (or a partial gate fleet mixes) to determine proposed Contractor proposed construction barriers during construction.
- » Develop of alternate layouts of gate markings to facilitate Contractor proposed phasing.
- » Construction Progress Site Visits other than listed herein
- » RS&H will only perform services/work related in any way to PFAS chemicals or substances possibly containing PFAS chemicals (including but not limited to sampling, handling and remediating) to the extent the Palm Beach County Department of Airports specifically directs, in writing, RS&H to perform such services/work, and RS&H shall not be liable for the nonperformance of such services/work.

VI PROFESSIONAL SERVICES FEE AND FEE TYPE

The Consultant will provide the services as follows:

Total Fee as follows:

Lump Sum Fee	=	\$549,458.38
Maximum Fee, Not-to-Exceed	=	\$566,486.33
Total Project Fee (Not-To-Exceed)	=	\$1,115,944.71

Should scope items/activities/efforts/durations be modified at the request of the Airport or need to be adjusted based on construction scheduling, the Consultant Team will need to modify the fee to accommodate the changes. Such changes will be compensated through an amendment (through Additional Services requested by the Consultant) to the Task Order or similar vehicle. Effort, fee, and schedule adjustments resulting from a change in scope will be assessed and approved by the Airport prior to the execution of the change.

ATTACHMENT A: CMAR SCHEDULE

#	Activity ID	Activity Name	Remaining Duration	Start	Finish
1	[221140-013.06-CP] PBI - Concourse B Preliminary Schedule Package No. 2A		482	12/13/23 A	03/03/28
2	BOARD MEETINGS 2024		187	12/13/23 A	01/07/25
3	MILESTONE		430	06/13/24	03/03/26
4	NTP	Notice to Proceed	0	06/13/24	
5	A12840	Package 1A North Bumpout Complete	0		09/04/24*
6	A12830	Package 1A Bathroom Completion	0		10/09/24*
7	A8440	PC Air Project Completion	0		12/13/24*
8	A12870	Package 2A Project Completion	0		03/03/26
9	PRECONSTRUCTION		52	01/03/24 A	06/12/24
10	BIDDING & APPROVAL		43	01/03/24 A	06/12/24
11	BID-1000	RECEIVE 100% PACKAGE 2A DESIGN PACKAGE	0	01/03/24 A	01/03/24 A
12	BID-1010	DOA REVIEW & COMMENT ON DESIGN PACKAGE	0	01/04/24 A	01/08/24 A
13	BID-1020	DOA SIGN & SEAL DRAWINGS FOR PERMIT	0	01/09/24 A	01/09/24 A
14	BID-1030	SUFFOLK REVIEW & PREPARE BID PACKAGES	0	01/10/24 A	01/10/24 A
15	BID-1040	BID ADVERTISEMENT	0	03/04/24 A	04/08/24 A
16	BID-1050	BID PACKAGES OUT ON THE STREET	0	03/05/24 A	03/05/24 A
17	BID-1060	BID PERIOD	0	03/12/24 A	04/08/24 A
18	BID-1070	BIDS DUE	0	04/08/24 A	04/08/24 A
19	BID-1080	SUFFOLK REVIEW OF BID PACKAGES & PREPARE FOR RECOMMENDATION	0	04/09/24 A	04/11/24 A
20	BID-1090	SUFFOLK ISSUES RECOMMENDATION TO DOA	0		04/11/24 A
21	A12880	RESUBMIT PACKAGE 2A BID PACKAGES	6	04/12/24 A	04/19/24
22	BID-1100	DOA (CONSULTANT / DOA) REVIEW (7-10 DAYS TO REVIEW PRIOR TO BOARD MEETING)	5	04/22/24	04/26/24
23	BID-1130	BOARD MEETING	0	06/11/24*	
24	BID-1140	DOA ISSUES GMP AMENDMENT TO AGREEMENT "NTP"	2	06/11/24	06/11/24
25	PERMITTING		46	03/12/24 A	06/04/24
26	PR-2006	Building Permit	46	03/12/24 A	06/04/24
27	PROCUREMENT		142	03/13/24 A	10/21/24
28	DIVISION 6 - WOOD, PLASTICS, AND COMPOSITES		60	06/13/24	09/06/24
29	A9230	Procure Subcontract - Finish Carpentry	15	06/13/24	07/03/24
30	A9240	Award Subcontract - Finish Carpentry	5	07/05/24	07/11/24
31	062000 - FINISH CARPENTRY		40	07/11/24	09/06/24
32	A9280	Prep & Submit - Finish Carpentry	10	07/11/24	07/25/24
33	A9290	Review and Approve - Finish Carpentry	10	07/26/24	08/08/24
34	A9300	Fab/Deliver Materials - Finish Carpentry	20	08/09/24	09/06/24
35	DIVISION 7 - THERMAL & MOISTURE PROTECTION		60	06/13/24	09/06/24
36	A9310	Procure Subcontract - Roofing & Spray Fire Proofing	15	06/13/24	07/03/24
37	A9320	Award Subcontract - Roofing & Spray Fire Proofing	5	07/05/24	07/11/24
38	074000 - ROOFING		40	07/11/24	09/06/24
39	A9330	Prep & Submit - Roofing	10	07/11/24	07/25/24
40	A9340	Review and Approve - Roofing	10	07/26/24	08/08/24
41	A9350	Fab/Deliver Materials - Roofing	20	08/09/24	09/06/24

PROJECT ID: 221140-013.06-CP
DATA DATE: 04/01/24
PRINT DATE: 04/17/24
Page 1 of 10
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Remaining Level of Effort

Actual Level of Effort

Completed Work

Remaining Work

Critical Remaining Work

[221140-013.06-CP] PBI - Concourse B
Preliminary Schedule Package No. 2A

All Activities
04/01/24

SUFFOLK

AMERICA'S CONTRACTOR

ATTACHMENT B: FEE BREAKDOWN

Concourse B Expansion - Package 2A: Bidding and Award, Construction Administration and Partial RPR Services

Consultant (Lump Sum)				
Task	Description	Hours	Fee (Lump Sum)	Fee (NTE)
	1 Construction Administration Services	1,718	\$ 354,465.88	\$ -
	2 Project Closeout	102	\$ 14,548.17	\$ -
	3 Part Time RPR Services	496	\$ -	\$ 76,398.88
Subtotal RS&H Labor Hours		2,316		
Subtotal RS&H Labor Fee			\$ 369,014.05	\$ 76,398.88
Subconsultants				
	Keith - Task 1, 2 (Lump Sum)		\$ 168,533.81	\$ -
	Keith - Task 3 (NTE)		\$ -	\$ 443,308.50
	JLRD (Lump Sum)		\$ 11,910.52	\$ -
	Tierra South Florida (NTE)		\$ -	\$ 21,158.95
Subtotal Subconsultant Fee			\$ 180,444.33	\$ 464,467.45
Expenses (NTE)				
	RS&H			
	Travel (Task 1, 2)		\$ -	\$ 11,960.00
	Travel (Task 3)		\$ -	\$ 4,160.00
	Other		\$ -	\$ 3,000.00
	Subconsultants			
	Keith		\$ -	\$ 6,500.00
	JLRD		\$ -	\$ -
	Tierra South Florida		\$ -	\$ -
Subtotal Expenses			\$ -	\$ 25,620.00
Sub Total Project Fee			\$ 549,458.38	\$ 566,486.33
Total Project Fee			\$	1,115,944.71

		HOURS										HOURS	TOTAL COST (\$)
		Principal	Senior Project Manager	Senior Architect	Architect	Intern Architect	Senior Engineer	Engineer	Intern Engineer	Field Representative	Administrative Assistant		
		\$366.76	\$309.45	\$257.17	\$131.92	\$69.26	\$258.47	\$156.82	\$150.11	\$194.03	\$68.27		
Task 1 Construction Administration Services													
1.1	Pre-Construction Conference												
	PM		16									16	\$4,812.80
	Architecture			6								6	\$1,543.02
	Civil - Airfield						6					6	\$1,550.82
1.1	RFI Review												
	PM		12								24	36	\$5,128.08
	Architecture			8		28						36	\$4,556.36
	Interior Design			12	16							28	\$5,196.76
	Civil - Airfield						28		40			68	\$11,281.56
	Structural						8	28				36	\$6,515.00
	Submittal Review												
	PM		16								32	48	\$6,837.44
	Architecture			12		44						56	\$7,013.04
	Interior Design			4	8							12	\$2,084.04
	Civil - Airfield						16		40			56	\$8,179.92
	Structural						4	4				8	\$1,669.20
	Submittal Re-Review												
	PM		8								12	20	\$3,165.64
	Architecture			4		20						24	\$2,813.68
	Interior Design			4	4							8	\$1,556.36
	Civil - Airfield						4		8			12	\$1,842.76
1.3	Construction Progress Meetings												
	Pre-Mobilization												
	PM		4									4	\$1,203.20
	Architecture			4								4	\$1,028.68
	Civil - Airfield						4					4	\$1,033.88
	Post Mobilization												
	PM		84									84	\$25,267.20
	Architecture			32								32	\$8,229.44
	Civil - Airfield						32					32	\$8,271.04
1.4	Construction Progress Site Visits												
	PM		176									176	\$52,940.80
	Architecture			48								48	\$12,344.16
	Interior Design			32								32	\$8,229.44
	Civil - Airfield						126					126	\$32,567.22
1.5	Project Revisions												
	PM		12									12	\$3,609.60
	Architecture			16		68						84	\$10,183.72
	Interior Design			12	12							24	\$4,669.08
	Civil - Airfield						8		52			60	\$7,325.48
1.6	Request for Change Orders												
	PM		12									12	\$3,609.60
	Architecture			8								8	\$2,057.36
	Interior Design			4	4							8	\$1,556.36
	Civil - Airfield						12		12			24	\$4,314.96
1.7	Change Order Preparation for DOA												
	PM		42									42	\$12,633.60
1.8	Substantial Completion Observation and Punchlist												
	Architecture			8								8	\$2,057.36
	Civil - Airfield						8					8	\$2,067.76
1.9	Final Observation												
	Site												
	PM		16									16	\$4,812.80
	Civil - Airfield						8					8	\$2,067.76
	Building												
	PM		16									16	\$4,812.80
	Architecture			8								8	\$2,057.36
1.10	Material Testing - Site												
	Civil - Airfield						22				12	34	\$6,445.58
1.11	Pay Application Review												
	PM		16									16	\$4,812.80
1.12	Phasing Coordination Efforts												
	PM		8									8	\$2,406.40
	Architecture			8	44	44						96	\$11,788.84
	Civil - Airfield						24		120			144	\$18,336.48
1.13	Project Management and Project Coordination												
	PM	8	40								16	64	\$15,978.64
	Task Total	8	478	230	88	204	310	32	272	-	96	1,718	\$354,465.88
Task 2 Project Closeout													
2.1	Record Documents												
	PM		1									1	\$300.80
	Architecture			5		56						61	\$6,283.85
	Interior Design												
	Civil - Airfield						4		20			24	\$3,056.08
	BIM						4					4	\$1,033.88
	Project Management and Project Coordination												
	PM	4	8									12	\$3,873.56
	Task Total	4	9	5	-	56	8	-	20	-	-	102	\$14,548.17
Task 3 Part Time RPR Services													
	Partial RPR Services - Building												
1.1	Pre-Construction Conference												
	RPR: Building									7		7	\$1,078.21
1.3	Construction Progress Meetings												
	Pre-Mobilization												
	RPR: Building									4		4	\$616.12
	Post Mobilization												
	RPR: Building									32		32	\$4,928.96
1.8	Substantial Completion												
	RPR: Building									9		9	\$1,386.27
1.11	Pay Application Review												
	RPR: Building									44		44	\$6,777.32
1.12	Phasing Coordination Efforts												
	RPR: Building									16		16	\$2,464.48
3.1	On-Site Inspection												
	RPR: Building									384		384	\$59,147.52
	Task Total	-	-	-	-	-	-	-	-	496	-	496	\$76,398.88
TOTAL FOR ALL TASKS (RS&H)		12	487	235	88	280	318	32	292	496	96	2,316	\$445,412.93

Concourse B Expansion - Package 2A: Bidding and Award, Construction Administration and Partial RPR Services

Sub Consultant - Labor Effort by Major Task Item (Lump Sum)		Task 1	Task 2	Task 3	
Keith	Civil - Utilities	\$126,164.01	\$42,369.80	\$443,308.50	\$611,842.31
JLRD	Mechanical, Plumbing, Fire Protection	\$11,737.60	\$172.92	\$0.00	\$11,910.52
Tierra South Florida	Material Testing	\$21,158.95	\$0.00	\$0.00	\$21,158.95
SUB-TOTAL SUBCONSULTANTS (Labor)					\$644,911.78

Project Name

[illegible]

ATTACHMENT C: SUBCONSULTANT PROPOSALS

**“RESTRICTED” CONFIDENTIAL
DOCUMENTS**

DO NOT COPY/RECORD



AGREEMENT FOR PROFESSIONAL SERVICES

May 8, 2024

Aaron R Jackson, P.E.
RS&H, Inc.
3125 W. Commercial Blvd. Suite 130
Fort Lauderdale, FL 33309
Phone: (954) 236 - 7364
E-mail: Aaron.Jackson@rsandh.com

Project Name: PBI Concourse B Expansion –
Package 2A Construction Admin & RPR
KEITH Project Number: 10216.15

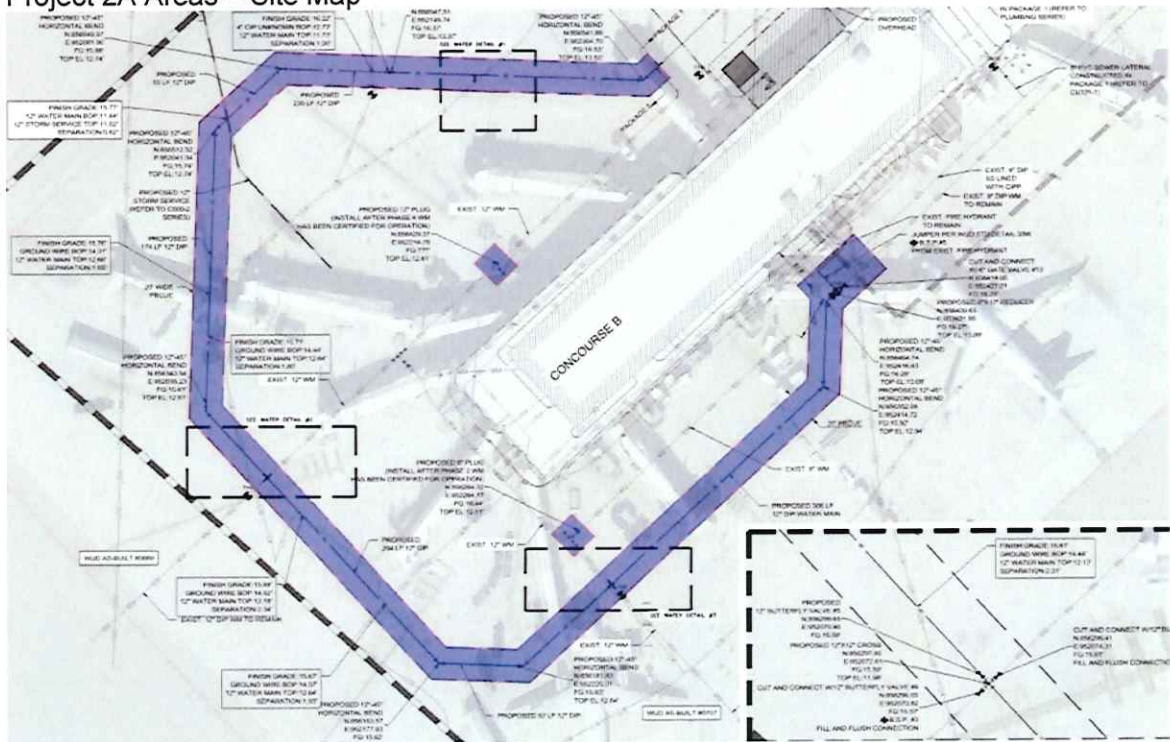
Dear Mr. Jackson:

In accordance with your request and subsequent discussions between members of our association and yourself, this agreement between Keith and Associates, Inc. dba KEITH (CONSULTANT) and RS&H ("CLIENT") for professional services is submitted for your consideration and approval. The purpose of this Agreement is to outline the scope of services recommended by KEITH and accepted by CLIENT, and to establish the contractual conditions between KEITH and CLIENT with respect to the proposed services.

PROJECT UNDERSTANDING

The CLIENT has requested that KEITH provide construction administration for KEITH's Civil (Water/Sewer) services, as well as RPR services for all Civil Site elements. KEITH will provide these services for Package 2A only under this proposal, which includes Civil Site limits highlighted below.

Project 2A Areas – Site Map



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10216.15 PBI Concourse B Expansion Package 2A – Construction Admin. & RPR
RS&H

DESCRIPTION OF SERVICES AND DELIVERABLES

CONSTRUCTION / PROJECT MANAGEMENT SERVICES

Task 801 Construction Observation for Engineering Certification

KEITH will provide construction engineering services in order to ensure the integrity of the design intent and certify to the CLIENT and other jurisdictional agencies that the construction work for the Civil (Water and Sewer) design has been completed in substantial compliance with the approved documents and permits. Any revisions or deviations to original construction documents, including but not limited to, substitutions and/or unforeseen conditions may impact schedule and may require additional fees. Services included are described as follows and are anticipated to take twenty-two (22) months from Notice to Proceed (NTP) to Substantial completion.

Shop Drawing Reviews

KEITH will review shop drawings, samples, and calculations, which the selected contractor is required to submit for review in reference to the Civil Water and Sewer design. This review will only be for conformance with the design concept of the project and compliance with the information provided on the KEITH design drawings and specifications. Such review will not extend to methods, means, techniques, construction sequence(s) or procedures, or to safety precautions and related programs. KEITH will also determine the acceptability, subject to CLIENT approval, of substitute materials and equipment proposed by contractors. This service includes up to five (5) substitution reviews and fifteen (15) submittal reviews, additional review(s) will be invoiced based on our Professional Service Fee schedule.

Periodic Site Visits and Construction Observation

KEITH will visit the Project at intervals appropriate to the various stages of construction, as KEITH deems necessary to observe as an experienced and qualified design professional to review the progress and quality of the various aspects of the contractor's work. KEITH will attend one (1) pre-construction meeting, four (4) pre-mobilization virtual meetings, eighty-four (84) post-mobilization virtual meetings for Utility Engineer, and thirty-one (31) construction progress site visits. Re-tests and failed inspections will be invoiced on a time and material basis in accordance with our Professional Service Fee schedule (attached).

As-builts Review

KEITH will review the record drawings (as-builts) to ensure substantial conformance to the approved plans. KEITH will only review and reject any particular as-built plans set a maximum of two (2) times, any additional review will be considered additional services. The contractor will be expected to have the as-builts revised in accordance with all comments.

Final Inspections

KEITH will participate, with the Jurisdictional Utility Agency, in a semi-final inspection for the purpose of determining if the project is substantially complete and participate in the preparation of a written "Punch List" of incomplete, defective or deficient items. Upon notice from the CLIENT, participate in a final inspection together with the Jurisdictional Utility Agency and contractor representatives to verify that "Punch List" items are complete, and the work is indeed completed in accordance with the contract documents. Upon completion of the final inspection, certify, in writing, that the work in-place is acceptable, subject to any conditions therein expressed. This service is anticipated to be two (2) inspections (1 substantial and 1 final), additional inspection(s) will be invoiced based on our Professional Service Fee schedule.



Engineering Inspired Design.

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10216.15 PBI Concourse B Expansion Package 2A – Construction Admin. & RPR
RS&H

Task 802 Construction Engineering

Issue Clarifications

KEITH will issue instructions and revisions of the CLIENT to Contractor(s); issue necessary interpretations and clarifications of the contract documents up to ten (10) RFIs, up to four (4) Field Instructions and/or Field Bulletins due to unforeseen conditions, and up to five (5) change orders reviews; have authority, as the CLIENT'S representative to require special inspection or testing of the work; act as initial interpreter of the requirements of the contract documents and judge of the acceptability of the work there under, and make decisions on claims of the CLIENT and contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the contract documents pertaining to the execution and progress of the work.

Meetings and Conference calls

KEITH will attend and or participate in project meetings and conference calls as previously noted. KEITH will review requests for information prepared by the Contractor and respond accordingly. KEITH will prepare drawings supplemental information needed to address the contractor's request for information.

Final Certification

KEITH will prepare final certification to all appropriate permitting agencies utilizing record drawings for the design from the survey information supplied by the contractor, or by other means agreed to by both KEITH and CLIENT.

Note: It is the Contractor's responsibility to coordinate through KEITH the scheduling of testing, including hydrostatic pressure tests, bacteriological samples, and density tests. KEITH will represent the CLIENT in performing periodic observation of construction as necessary to confirm construction is in accordance with the approved plans.

The Construction Engineering and Certification for the work is for an anticipated period of two (2) months beyond the construction completion date for certifications.

We anticipate the following items requiring as-built certification:

- Each of 6 phases for the Water System

Note: Construction-related surveying (stakeout, as-built plans, etc.) and testing (densities, concrete, LBR'S, etc.) services are not included in this Agreement.

Task 803 Civil Site RPR Construction Observation

Partial RPR Services - Site

KEITH will provide part-time Site RPR services for the project that will consist of on-site presence and observation for three (3) days per week for twenty-one (21) months. The RPR will observe the on-site construction to confirm the work is in compliance with the contract documents and is progressing according to the construction schedule. Consultant is not responsible for the means, methods, techniques, sequences or procedures of construction selected by the contractor(s) or the safety precautions and programs incident to the work of the contractor(s). The RPR will provide a weekly observation report identifying the progress of the construction and any deficiencies or discrepancies observed. The RPR will immediately make the contractor aware of any deficiencies observed and coordinate with the Contractor, and Engineer if need be, to resolve any deficient work. The RPR will coordinate with the QA testing company to layout testing locations, to ensure the required acceptance testing is performed and to verify that the testing results have met the requirements in the specifications.



Engineering Inspired Design.

May 8, 2024 / Page 5 of 5
10216.15 PBI Concourse B Expansion Package 2A – Construction Admin. & RPR
RS&H

The RPR will review all progress as-builts to ensure they are within specification limits to proceed with subsequent work. The RPR will measure and track all civil related construction quantities and confer with the contractor weekly to agree on measured quantities. The RPR will attend the construction progress meetings noted above as well as coordinate with other discipline team members for support during site visits. The RPR will review the final as-builts and provide comments/observations to Engineer for final approval. At project completion, the RPR shall provide a certification to the best of their observations and review, that the project was constructed in accordance with the construction documents. This task assumes an effort of twenty-eight (28) hours per week for twenty-one (21) months for site inspection, reporting, and meetings.

SCHEDULE

<u>CONSTRUCTION/PROGRAM MANAGEMENT SERVICES</u>	
Task 801 Construction Observation for Engineering Certification	24 months*
Task 802 Construction Engineering	(Concurrent with Task 801)
Task 803 Civil Site RPR Construction Observation	21 months

COMPENSATION


<u>CONSTRUCTION/PROGRAM MANAGEMENT SERVICES</u>	
Task 801 Construction Observation for Engineering Certification	\$68,616.00 (Lump-Sum)
Task 802 Construction Engineering	\$99,917.81 (Lump-Sum)
Task 803 Civil Site RPR Construction Observation	\$443,308.50 (Hourly)
Reimbursables (including Parking and Printing as needed)	\$6,500.00
Total Fee	\$618,342.31

**Services included are anticipated to take twenty-two (22) months for construction and two (2) months for certification.*

The CLIENT is required to execute this Addendum and return it to the CONSULTANT prior to commencement of the additional services described herein. All items, terms, and conditions of the original Agreement (as amended to include the scope defined herein) remain unchanged and in full force and effect.

IN WITNESS WHEREOF, CONSULTANT and CLIENT have executed this agreement the day and year indicated below.

As to CONSULTANT KEITH	As to CLIENT RS&H
_____	Signature: _____
Alex Lazowick	Print Name: _____
President	Title: _____
DATED: _____	DATED: _____

<div><div></div><div>KEITH</div><div>Burdened hourly rate</div></div>			HOURS					HOURS	TOTAL COST (\$)
			Senior Project Manager	Project Manager III	RPR Inspector III	Engineer III	Engineer II		
			\$308.81	\$231.60	\$169.85	\$138.97	\$108.10		
Task 801 Construction Observation for Engineering Certification									
801.1	Shop Drawing Submittal Review							-	\$0.00
	Civil - Utility	2	15			30		47	\$8,260.72
	Shop Drawing Submittal Re-Review							-	\$0.00
	Civil - Utility		5			10		15	\$2,547.70
801.2	Pre-Construction Conference							-	\$0.00
	Civil - Utility		4					4	\$926.40
801.3	Construction Progress Meetings							-	\$0.00
	Pre-Mobilization							-	\$0.00
	Civil - Utility		4					4	\$926.40
	Post Mobilization							-	\$0.00
	Remote							-	\$0.00
	Civil - Utility			84				84	\$19,454.40
801.4	Construction Progress Site Visits							-	\$0.00
	Civil - Utility			124		16		140	\$30,941.92
801.5	Substantial Completion Observation and Punchlist							-	\$0.00
	Site							-	\$0.00
	Civil - Utility	4	8					12	\$3,088.04
801.6	Final Observation							-	\$0.00
	Site							-	\$0.00
	Civil - Utility	2	8					10	\$2,470.42
Task Total			8	252	-	56	-	316	\$68,616.00
Task 802 Construction Engineering									
802.1	RFI Review							-	\$0.00
	Civil - Utility	4	32			40	16	92	\$15,934.84
802.2	Project Revisions							-	\$0.00
	Civil - Utility	8	16			64	32	120	\$18,529.36
802.3	Request for Change Orders							-	\$0.00
	Civil - Utility	4	10			25	16	55	\$8,755.09
802.4	Phasing Coordination Efforts							-	\$0.00
	Civil - Utility	8	32			32		72	\$14,328.72
802.5	Record Documents							-	\$0.00
	Civil - Utility	8	60			156	40	264	\$42,369.80
Task Total			32	150	-	317	104	603	\$99,917.81
Task 803 Civil Site RPR Construction Observation									
	Partial RPR Services - Site							-	\$0.00
803.1	Pre-Construction Conference							-	\$0.00
	RPR				4			4	\$679.40
803.2	Construction Progress Meetings							-	\$0.00
	Pre-Mobilization							-	\$0.00
	RPR				4			4	\$679.40
	Post Mobilization							-	\$0.00
	RPR				16			16	\$2,717.60
803.3	Substantial Completion							-	\$0.00
	RPR							-	\$0.00
803.4	Final Observation							-	\$0.00
	RPR				4			4	\$679.40
803.5	Pay Application Review							-	\$0.00
	RPR				24			24	\$4,076.40
803.6	Phasing Coordination Efforts							-	\$0.00
	RPR				8			8	\$1,358.80
803.7	On-Site Inspection							-	\$0.00
	RPR				2,550			2,550	\$433,117.50
Task Total			-	-	2,610	-	-	2,610	\$443,308.50
Task 804 Reimbursables									
	Reimbursables (including Parking, Printing as needed)							-	\$6,500.00
Task Total			-	-	-	-	-	-	\$6,500.00
TOTAL FOR ALL TASKS (Keith)			40	402	2,610	373	104	3,529	\$618,342.31



AUTHORIZATION FOR ENGINEERING SERVICES

CLIENT: Mr. Aaron Jackson, P. E.
RS&H, Inc.

PROJECT: PBI Concourse B Expansion - Task I-24-PBI-R-042
RE: Package 2A – Construction Administration

DATE: April 26, 2024

JLRD PROJECT NO.: 120135

In accordance with the contract for the above referenced project, JLRD, Inc. is hereby authorized to perform the Construction Administration Services requested by RS&H, Inc. (the Client) as outlined below at a duration of (22) twenty-two months:

Task I-24-PBI-R-042 Scope:

Task 1.1 Pre-Construction Conference

JLRD shall attend (1) pre-construction conference meeting at the Airport.

Task 1.2 RFIs / Substitutions / Submittal Review

JLRD will respond to RFIs, substitution requests, shop drawings, and other submissions furnished by the CMAR. Building RFIs, Building Submittals, and Building Re-Submittals are anticipated to be included in this Task. Estimate is for (10) ten building RFIs for HVAC. Building submittals are estimated at (10) ten and (5) five re-submittals.

Task 1.3 Construction Progress Meetings

JLRD shall participate in weekly construction coordination meetings until the Contractor has mobilized, approximately 1 months at 1 hour per meeting. Pre-Mobilization, up to 4 meetings. When the Contractor is mobilized, meetings shall remain weekly. Post-Mobilization, up to 16 meetings remotely, at 1 hour each.

Mr. Aaron Jackson, P.E.
RE: PBI Concourse B Expansion – Task I-24-PBI-R-042
Date: April, 26, 2024

Task 1.4 Construction Progress Site Visits

JLRD shall provide personnel, as required, to participate in monthly construction progress site visits to be accompanied by a field observation report. Maximum of (6) six site visits shall be included.

Task 1.5 Project Revisions

JLRD shall participate in the preparation of documentation for Field Instructions and Field Bulletins for unforeseen conditions, as approved by the Owner. Review Contingency Adjustment Requests and Change Order Requests and provide recommendation of acceptance to Owner. Maximum of (10) ten Field Instruction or Field Bulletin submissions covering the HVAC discipline.

Task 1.6 Request for Change Orders

JLRD shall participate in evaluation of Contractor request for change orders and provide recommendations for approval or disapproval to the Owner. Maximum of (6) six change order requests.

Task 1.8 Substantial Completion Observation and Punchlist

JLRD shall participate in observation of the project at each phase of project completion and provide punch list for resolution prior to recommended approval to the airport of substantial completion. A maximum of (1) one observation and punch list document is included.

Task 1.9 Final Observation

JLRD shall support the Project Manager and Project Architect as required for the final observation walk-through site visits. A maximum of (1) one site visit is included.

Task 1.11 Pay Application Reviews

JLRD shall support the Project Manager and Project Architect as required to review up to (6) six applications for payment and supporting documentation.

Task 2.1 Record Documents

JLRD shall obtain red-line as-builts drawings from Contractor and prepare "Record Drawings", which will become property of the Owner. Included are updated drawings (PDF and DWG), updated specifications (PDF), and Revit model (L300).

Mr. Aaron Jackson, P.E.
RE: PBI Concourse B Expansion – Task I-24-PBI-R-042
Date: April, 26, 2024

EXCLUSIONS:

- 1. Witness factory testing.
- 2. Owner directed design changes that require additional engineering and documentation.
- 3. Materials Testing – Site
- 4. Threshold Inspection
- 5. RPR (Resident Partial Representative) Services
- 6. Commissioning of Fixtures and HVAC Equipment

FEES:

- 1. The above-mentioned scope shall be provided based upon a lump-sum fee amount as follows:
 - *(\$11, 910.52) Eleven Thousand Nine Hundred Ten Dollars and Fifty-Two Cents*

TIME OF PERFORMANCE:

- 1. Design services will be completed with due and reasonable diligence after receipt of this executed authorization.

Accepted By:

Date:

		Burdened hourly rate	HOURS							TOTAL COST (\$)
			HOURS							
			Principal	Project Engineer	Engineer	Senior Designer	Construction Admin	Draftsperson	Clerical	
			\$209.60	\$136.24	\$89.08	\$125.76	\$110.04	\$57.64	\$68.12	
Task 1	Construction Administration Services									
1.1	Pre-Construction Conference									
	Mechanical				2				2	\$0.00
1.2	RFI Review									\$251.52
	Mechanical									\$0.00
	Submittal Review			2				10	5	\$1,713.48
	Mechanical									\$0.00
	Submittal Re-Review									\$0.00
	Mechanical			2				10	5	\$1,713.48
	Construction Progress Meetings									\$0.00
1.3	Pre-Mobilization							5	2	\$686.44
	Mechanical									\$0.00
	Post Mobilization							4		\$0.00
	Remote									\$0.00
	Mechanical							16		\$1,760.64
1.4	Construction Progress Site Visits									\$0.00
	Mechanical							14	4	\$1,813.04
1.5	Project Revisions									\$0.00
	Mechanical			2				10		\$1,372.88
1.6	Request for Change Orders									\$0.00
	Mechanical			6						\$817.44
1.8	Substantial Completion Observation and Punchlist									\$0.00
	Building									\$0.00
	Mechanical					2	2		1	\$539.72
1.9	Final Observation									\$0.00
	Building									\$0.00
	Mechanical							2		\$220.08
1.11	Pay Application Reviews									\$0.00
	Roof Piping									\$0.00
	Mechanical									\$0.00
				3						\$408.72
	Task Total	-	15	-	4	73	-	17	109	\$11,737.60
Task 2	Project Closeout									
2.1	Record Documents									\$0.00
	Mechanical								3	\$172.92
	Task Total	-	-	-	-	-	-	-	3	\$172.92
TOTAL FOR ALL TASKS (JLRD)		-	15	-	4	73	3	17	112	\$11,910.52



April 26, 2024

RS&H
10748 Deerwood Park Blvd South
Jacksonville, FL 32256

Attention: Aaron Jackson, PE, LEED AP
Project Manager

Subject: Proposal for Construction Material Testing
PBIA Concourse B Expansion, Pkg. 2A
Palm Beach County, Florida
TSFGeo Proposal: 2404-296

Dear Aaron:

As requested, TSFGeo is pleased to submit this revised proposal to include Construction Material Testing Services for the above referenced project. We have included a general discussion of services that we understand will be required for this project and present our Schedule of Fees for these services.

PROJECT DESCRIPTION

Based on the available information, we understand that the project will consist of constructing a new waterline around Concourse B. The proposal waterline will require a soils technician to perform densities during the backfilling process. A concrete technician will be required during placement of the temporary concrete apron over the new watermain.

PROPOSED SCOPE OF SERVICES

We recognize that construction projects are built in the "real world" and that proposed schedules do not always work out. Therefore, we appreciate the importance of being able to respond to requests for our services on short notice and of working hours other than the normal schedule, including nighttime work and weekend work.

Based on our understanding of the project requirements, we anticipate that the following testing services will be required during the design and construction phases of the project.

PBIA Concourse B Expansion Package 2A
TSFGeo Proposal No.: 2404-296

CONSTRUCTION MATERIAL TESTING SERVICES

Construction Materials Testing

- Perform In-Place-Density testing on subgrade, base and backfill material as needed;
- Conduct slump, and temperature testing on concrete;
- Mold compressive strength test cylinders (5 cylinders per set);
- Mold flexure beam specimens (2 beams per set);

Sampling and Laboratory Testing

- Provide Modified Proctor, sieve analysis, organic content tests results on backfill material, as required;
- Test flexure beams for the temporary apron over the proposed watermain.

PROFESSIONAL SERVICES

- Provide weekly reports documenting laboratory tests and field data to appropriate parties;
- Provide and maintain testing data summary log for concrete mixes and densities;
- Provide Senior Engineer to review daily reports, coordination and meetings.

Please note that our services do not include supervision or direction of the actual work. Job site safety will be the sole responsibility of the contractor. Construction defects not related to structural works, such as water penetration (in roofing, windows, doors, louvers), and building finishings (interior, exterior), stairs (railings, surface finish, tread/riser ratio) are not part of our scope of work. TSFGeo cannot be responsible for non-structural defects that could lead to structural elements failures down the road.

ESTIMATED FEE

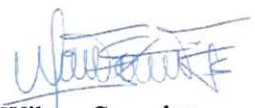
The actual fees for our services will be highly dependent on the construction schedule. We propose to provide our services on a unit rate basis; based on the actual services performed and the unit rates attached to this proposal. Invoices will be submitted monthly for the portion of work completed. An estimate for our services is indicated below:

- **Construction Material Testing** **\$ 21,158.95**

We appreciate the opportunity to offer our services for your project. Should you have any questions or need additional information, do not hesitate to contact me at (561) 687-8536.

Respectfully submitted,
TSFGEO


Stephen Hey
Construction Services Manager


Wilson Gonzalez
Construction Operations Manager

PBIA Concourse B Expansion Package 2A
TSFGeo Proposal No.: 2404-296

Fees Breakdown for
Construction Materials Testing Services

ITEM	Quantity	Rate	Units	Extended
Field and Laboratory Testing Services				
SOILS				
In-place density tests -Nuclear method (min 5 tests/trip)	80	\$ 30.00	test	\$ 2,400.00
Modified or Standard Proctor	4	\$ 105.00	test	\$ 420.00
LBR	2	\$ 300.00	test	\$ 600.00
Gradation	4	\$ 75.00	test	\$ 300.00
Organic Content	4	\$ 50.00	test	\$ 200.00
Subtotal				\$ 3,920.00
CONCRETE/GROUT/MORTAR:				
Engineering Technician (test plastic concrete/grout, sample pickup, standby	40	\$ 72.40	hour	\$ 2,896.00
Compression Testing of Concrete Cylinders-(set of 5)	20	\$ 150.00	set	\$ 3,000.00
Additional Cylinders/Prisms (each)			each	\$ -
Additional Beams (each)			each	\$ -
Concrete Compression Test, Prepare beams & slump test on site & deliver to lab, (Min two (2) beams per set)	16	\$ 150.00	set	\$ 2,400.00
Subtotal				\$ 8,296.00
Professional and Technical Services*				\$ -
Principal Engineer	15	\$ 191.13	hour	\$ 2,866.95
Project Engineer	15	\$ 157.00	hour	\$ 2,355.00
Engineering Techniciain - Perform density testing, Stand-By time	40	\$ 72.40	hour	\$ 2,896.00
Administrative Services	15	\$ 55.00	hour	\$ 825.00
Subtotal				\$ 8,942.95
Total Estimated Fees				\$ 21,158.95

PBIA Concourse B Expansion Package 2A
TSFGeo Proposal No.: 2404-296

General Notes:

Please note the following procedures will apply to our services:

- 1- Field work hours for inspectors are Monday thru Friday, 8:00AM to 5:00PM.
- 2- We need 24 hours notice by contacting our office (561) 687-8536 prior to any site visit.
- 3- We can accommodate weekend inspections if necessary with a minimum of 48 hours notice.
- 4- Field work beyond 8 hours/day, night time and weekends (OT) will be billed at the regular rate times 1.5
- 5- Stand-by time will be billed at hourly rate listed.

AUTHORIZATION	
AUTHORIZED BY:	INVOICE TO:
Firm:	Firm:
Name:	Name:
Title:	Address:
Date:	Phone #:
	Fax #:

PBIA Concourse B Expansion Package 2A
TSFGeo Proposal No.: 2404-296

TSFGeo's General Conditions

1. **SCOPE OF WORK** - Work means the specific geotechnical, analytical, testing or other service to be performed by TSFGeo as set forth in TSFGeo's proposal. Client's acceptance of the scope of work and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by TSFGeo. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of TSFGeo's work. TSFGeo shall have no duty or obligation to any third party greater than that set forth in TSFGeo's proposal. Client's acceptance of TSFGeo's proposal and these General Conditions. The ordering of work from TSFGeo, or the reliance on any of TSFGeo's work, shall represent acceptance of the terms of TSFGeo's proposal and these General Conditions, regardless of the terms of any subsequently issued document.
2. **RIGHT-OF-ENTRY** -The client will provide right-of-entry for TSFGeo and all necessary equipment in order to complete the work. While TSFGeo will take all reasonable precautions to minimize any damage to the property, it is understood by Client that in the normal course of work some damage may occur, the correction of which is not part of this agreement.
3. **DAMAGE TO EXISTING MAN-MADE OBJECTS** -The Client, will provide the location of all underground utilities or obstructions to TSFGeo who, in the prosecution of their work, will take all reasonable precautions to avoid damage or injury to any such subterranean structure or utility. The Owner agrees to hold TSFGeo harmless for any damages to subterranean structures which are not called to TSFGeo's attention and correctly shown on the plans furnished and will reimburse TSFGeo for any expenses in connection with any claims or suits including reasonable attorney fees at the trial and appellate levels.
4. **IN-PLACE MATERIALS TESTING** - TSFGeo will not be responsible for repair or damage to portions of structures designated for in-place materials testing. Repairs can be made for aesthetic reasons if requested in advance of the work to be performed. The cost for labor and materials would be charged.
5. **SAMPLE RETENTION** - TSFGeo will retain all soil and rock samples obtained for geotechnical explorations for 30 days. Samples subjected to Construction Materials and Laboratory testing are disposed of subsequent to testing. Further storage or transfer of samples can be made at Client's expense upon written authorization.
6. **DEFINITION OF RESPONSIBILITY (OBSERVATION SERVICES)** - The presence of our field representative will be for the purpose of providing observation and field testing. Our work does not include supervision or direction of the actual work of the contractor, his employees or agents. The contractor for this project should be so advised.
- 6.1 The Contractor should also be informed that neither the presence of our field representative or the observation and testing by our firm shall excuse him in any way for defects discovered in his work. It is understood that TSFGeo will not be responsible for the Contractor's job or site safety on his project. That will be the sole responsibility of the contractor.
7. **STANDARD OF CARE** -Service performed by TSFGeo under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, expressed or implied, is made.
- 7.1 Client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys or explorations are made by TSFGeo and that the data, interpretations and recommendations of TSFGeo are based solely on the information available to it. TSFGeo shall not be responsible for the interpretation by others of information developed.
8. **ORAL AGREEMENTS** -No oral agreement, guarantee, promise, representation or warranty shall be binding.
9. **OWNERSHIP OF DOCUMENTS** -All reports, boring logs, field data and notes, laboratory test data, calculations, estimates and other documents prepared by TSFGeo, as instruments of service, shall remain the property of TSFGeo until final payment is received and a letter of copyright transfer been executed.
10. **BASIS OF PAYMENT** -Payment is due within 30 days of date of invoice. Payments not made when due shall bear interest at eighteen (18) percent annum or at the maximum rate allowed by law from the date of the invoice until same is paid.
- 10.1 If the Client fails to make any payment due to TSFGeo for service and/or expenses within 60 days of date of invoice, TSFGeo may, after giving seven days' written notice to Client, suspend services until all outstanding amounts have been paid to TSFGeo in full. Further, TSFGeo may, in addition to withholding services, singularly, withhold reports, plans and other documents not paid in full by the Client. In the event that final payment for completed work is not made, TSFGeo shall request that all copyrighted documents which were submitted to client be returned and all information used in project plans be removed from project documents.
- 10.2 In the event it is necessary to take legal action to effect collection, whether or not litigation is commenced, the Client agrees to reimburse TSFGeo for expenses in connection with any claims or suits, including reasonable attorney's fees, including but not limited to the trial and appellate levels.
- 10.3 This contract shall be governed by the laws of the State of Florida.
11. **CONSTRUCTION REVIEW** - TSFGeo cannot accept responsibility for any design work unless the work includes services for construction review to determine whether or not the work performed is in substantial compliance with TSFGeo's conclusions and recommendations.
12. **INDEMNIFICATION** -TSFGeo agrees to hold harmless and indemnify Client from and against liability arising out of TSFGeo's negligent performance of the work. Client agrees to indemnify and hold TSFGeo harmless from all liability including all costs, attorneys fees and expenses of defense for any claims by any other person or corporation which may arise out of the performance or breach of this contract for which TSFGeo was not solely negligent.
13. **LIMITATION OF LIABILITY** -The Client/Owner agrees to limit TSFGeo's liability for negligent professional acts, errors or omissions, such that the total aggregate liability of TSFGeo shall not exceed \$50,000 or the total fee for the services rendered on this project, whichever is greater. The Owner further agrees to require the contractor and his subcontractors a similar limitation of liability suffered by the contractor or the subcontractors arising from TSFGeo's negligent professional acts, errors or omissions.
- 13.1 If Client prefers to have higher limits on professional liability, TSFGeo agrees to increase the limits up to a maximum of \$1,000,000 upon Client's written request at the time of accepting our proposal provided that Client agrees to pay an additional consideration of 5 percent of our total fee. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance.
14. **INSURANCE** -TSFGeo represents and warrants that it and its agents, staff and consultants employed by it are protected by Workers' Compensation insurance and Employers' Liability Insurance in conformance with applicable state laws. TSFGeo has such coverage under public liability and property damage insurance policies that TSFGeo deems to be adequate. A Certificate of Insurance can be supplied evidencing such coverage upon request.
- 14.1 Within the limits and conditions of such insurance, TSFGeo agrees to indemnify and save client harmless from and against any loss, damage or liability arising from any negligent acts by TSFGeo, its agents, staff and consultants employed by it. TSFGeo shall not be responsible for any loss, damage or liability beyond the amount, limits and considerations of such insurance. TSFGeo shall not be responsible for any loss, damage or liability arising from any acts by clients, its agents, staff and other consultants employed by it.
- 14.2 Cost of the above coverage is included in our quoted fees. If additional coverage or increased limits of liability are required, TSFGeo will endeavor to obtain the requested insurance and charge separately for costs associated with additional coverage or increased limits.
15. **TERMINATION** -This agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms thereof. Such termination shall not be effective if the substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, TSFGeo shall be paid for services performed to the termination notice date plus reasonable termination expenses.
- 15.1 In the event of termination or suspension for more than three months, prior to completion of all reports contemplated by this Agreement, TSFGeo may complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs for TSFGeo in completing such analyses, records and reports.
16. **CLIENT'S OBLIGATION TO NOTIFY TSFGeo** - Client represents and warrants that it has advised TSFGeo of any known or suspected hazardous materials or conditions, utility lines and pollutants at any site at which TSFGeo is to do work hereunder, and unless TSFGeo has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save TSFGeo harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to TSFGeo's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to TSFGeo by Client.
17. **HAZARDOUS MATERIALS** -This agreement shall not be interpreted as requiring TSFGeo to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants.

Initial _____

EXHIBIT A-2 – Task III Services

TASK III SERVICES

Level 3 Tasks – Miscellaneous Planning and Engineering Services: Work to be completed under Level 3 Tasks will be issued per the level of authority contained in PPW CW-F-050, by way of a separate proposal or task authorization, as described in the original Consulting Agreement (R-2019-0612).

TASK LEVEL / NO.	DESCRIPTION	BUDGET
Task III-19-DOA-R-001	Misc. AEP and Construction Consulting Services Amendment #12	\$ 0.00
Sub-total (Level 3)		\$ 0.00

EXHIBIT B: DETAILED FEES, EXPENSESE AND PAYMENTS

EXHIBIT B-I: Summary of Fees

This Amendment #12, as described herein, consists of multiple tasks. As summarized below, these initial efforts have an overall budget of: \$1,115,944.71

LEVEL 1 TASKS:

TASK Level / No.	DESCRIPTION	LUMP SUM	NOT-TO-EXCEED	REIMBURSABLE EXPENSES	TOTAL
I-24-PBI-R-042:	Concourse B Expansion: Package 2A –Construction Administration & Partial RPR Services	\$ 549,458.38	\$ 540,866.33	\$ 25,620.00	\$ 1,115,944.71

LEVEL 3 TASKS:

TASK LEVEL / NO.	DESCRIPTION	TOTAL
Task III-19-DOA-R-001	Misc. AEP and Construction Consulting Services Amendment #12	\$0.00

Grand Total (Amendment #12)	\$1,115,944.71
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EXHIBIT B-II: Schedule of Payments

The Scope of Work to be completed by CONSULTANT as defined in Exhibit “A” consist of specific completion phases which shall be clearly identified on phase-by-phase basis upon submission to the COUNTY of certain “deliverables”¹ as expressly indicated below. Compensation for the work tasks stated herein shall be in accordance with the following schedule of payment.

The following is a list of projects in the Work Program #2: Amendment #12:

LEVEL 1 TASKS:

Task I-24-PBI-R-042	<u>Concourse B Expansion: Package 2A –Construction</u>	
	<u>Administration & Partial RPR Services</u>	
	Compensation:	\$ 1,115,944.71

LEVEL 3 TASKS:	
Task III-19-DOA-R-001	Misc. AEP and Construction Consulting Services Amendment #12
Duration:	As required in accordance with specific Task Authorizations
Compensation:	\$0.00

TOTAL = \$1,115,944.71

1. "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.

EXHIBIT C – PROPOSED SCHEDULES

Task I-24-PBI-R-042	<u>Concourse B Expansion: Package 2A –Construction</u>	
	<u>Administration & Partial RPR Services</u>	
	Duration:	628 Working Days (~449 Calendar Days)

EXHIBIT D – DISADVANTAGED BUSINESS ENTERPRISE COMPLIANCE

Table D-1 summarizes the estimated fee for each of our team members that are certified DBE firms for Amendment 12.

Table D-1: DBE Firms, Scheduled Payment, Scheduled % of Fee

Firm	Amendment 12 Totals	% of Amendment 12
Tierra South Florida, Inc.	\$ 21,158.95	1.90%
TOTALS	\$ 21,158.95	1.90%

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Table D-2 summarizes the estimated fee for each of our team members that are certified DBE firms for the Total Contract.

Firm	Base (R2019-0612)	Amend #1 (R2020-0414)	Amend #2 (R2020-1607)	Amend #4 (R2021-0844)	Amend #5 (R2022-0263)	Amend #6 (R2023-0103)	Amend #7 (R2023-0447)	Amend #8 (R2023-0532)	Amend #9 (R2023-1540)	Amend #10 (R2023-1595)	Amend #11 (R2024-0345)	Amend #12 (R2024-)	Total Fees	% of Total Contract
	Totals	Totals	Totals	Totals	Totals	Totals	Totals	Totals	Total	Total	Total	Total		
Colome'	\$ 73,966.80	\$ 164,286.41	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 238,253.21	1.42%
Tierra South Florida	\$ 28,715.00	\$ 26,985.00	\$ 29,240.00	\$ -	\$ 3,165.00	\$ 4,359.00	\$ 17,175.00	\$ 1,750.00	\$ -	\$ -	\$ -	\$ 21,158.95	\$ 132,547.95	0.79%
Brown & Phillips	\$ 20,021.45	\$ 18,202.62	\$ 18,979.53	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 57,203.60	0.34%
CECOS	\$ -	\$ 5,403.70	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,403.70	0.03%
Mobio	\$ 155,531.18	\$ -	\$ 176,600.00	\$ 323,400.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 655,531.18	3.92%
Lakdas-Yohalem	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
Connico	\$ 87,100.00	\$ 9,300.00	\$ 68,100.00	\$ -	\$ 8,926.00	\$ 70,200.00	\$ -	\$ 64,200.00	\$ -	\$ -	\$ -	\$ -	\$ 307,826.00	1.84%
Digital Building Services	\$ -	\$ -	\$ 183,689.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 183,689.00	1.10%
Master Consulting Engineers	\$ -	\$ 83,865.96	\$ 3,317.93	\$ 32,078.44	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 55,950.30	\$ -	\$ -	\$ 175,212.63	1.05%
Quantum	\$ -	\$ 181,491.77	\$ 1,232,044.70	\$ 149,029.00	\$ 542,155.33	\$ 554,206.67	\$ 96,356.58	\$ 177,962.21	\$ 23,726.37	\$ 160,366.46	\$ 2,261.52	\$ -	\$ 3,119,600.61	18.66%
Air Projects	\$ -	\$ -	\$ 3,412.31	\$ -	\$ 11,207.68	\$ 17,735.01	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 32,355.00	0.19%
CRI	\$ -	\$ 117,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,087.04	\$ -	\$ -	\$ 127,587.04	0.76%
TOTALS	\$ 365,334.43	\$ 607,035.46	\$ 1,715,383.47	\$ 504,507.44	\$ 565,454.01	\$ 646,500.68	\$ 113,531.58	\$ 243,912.21	\$ 23,726.37	\$ 226,403.80	\$ 2,261.52	\$ 21,158.95	\$ 5,035,209.92	30.17%

- Notes:
- 1. Values in red differ from Amendment 11 Table D-2
 - 2. Base Revisions
 - Mobio value decreased by \$6,002.80 (Task I-19-R-001)
 - Connico value decreased by \$2,900.00 (Task I-19-R-001)
 - Total value varies as values creating the summation changed.
 - 3. Amendment 2 Revisions
 - Connico value decreased by \$900.00 (Task I-20-PBI-R-018)
 - Master Consulting Engineers value decreased by \$1,642.07 (Task I-20-PBI-R-018)
 - Total value varies as values creating the summation changed.
 - 4. Amendment 6 Revisions
 - Tierra South Florida value increased by \$4,359.00 (Task III-24-PBI-R-048)
 - Total value varies as values creating the summation changed.
 - 5. "Total Fees" revisions
 - Total value varies as values creating the summation changed.
 - 6. "% of Total Contract" revisions
 - Total value varies as values creating the %'s changed.

SCHEDULE 1(A)
LIST OF PROPOSED DBE FIRMS
(Professional Services)

Airport Facilities & Systems Planning, Design, Engineering and Construction Management Professional Services for
Palm Beach County Department of Airports

LOI/SOQ Project Description: RS&H, Inc.

Change Order/Task/Amendment No. (if applicable): Amendment No 12

Name of Respondent: Pat Hargrove

E-mail Address: pat.hargrove@rsandh.com

Contact Person: Pat Hargrove

Phone No.: 904-256-2437 Fax No: 800-464-4358

Address: 10748 Deerwood Park Blvd S, Jacksonville FL 32256

Name, Address & Phone No. of DBE Firm	Description of Type of Work	Classification (Check applicable box)	Percentage of DBE Participation			
			Black	Hispanic	Women	Other (Please Specify)
Tierra South Florida	Material Testing Services	<div><input type="checkbox"/> Prime Consultant</div> <div><input checked="" type="checkbox"/> Subcontractor</div> <div><input type="checkbox"/> Supplier</div> <div><input type="checkbox"/> Manufacturer</div>	%	%	%	1.90 % (Asian / Pacific)
		<div><input type="checkbox"/> Prime Consultant</div> <div><input type="checkbox"/> Subcontractor</div> <div><input type="checkbox"/> Supplier</div> <div><input type="checkbox"/> Manufacturer</div>	%	%	%	%
		<div><input type="checkbox"/> Prime Consultant</div> <div><input type="checkbox"/> Subcontractor</div> <div><input type="checkbox"/> Supplier</div> <div><input type="checkbox"/> Manufacturer</div>	%	%	%	%
		<div><input type="checkbox"/> Prime Consultant</div> <div><input type="checkbox"/> Subcontractor</div> <div><input type="checkbox"/> Supplier</div> <div><input type="checkbox"/> Manufacturer</div>	%	%	%	%

Total Percentage of DBE Participation: 1.90 %

Notes:

- The percentages listed on this form for each DBE Firm must be supported by the percentages included on Schedule 2(A), "Letter of Intent to Perform as a Disadvantaged Business Enterprise", in order to be counted toward attainment of the DBE goal.
- Firms identified on this form must be certified as a DBE by the State of Florida's Unified Certification Program. Certification status can be verified on the Florida Department of Transportation's Biznet website at <https://www3.dot.state.fl.us/EqualOpportunityOffice/biznet/mainmenu.asp>.
- If materials or supplies are proposed to be purchased from a DBE regular dealer, the undersigned acknowledges that only sixty percent (60%) of the proposed expenditure will be counted toward attainment of the DBE goal.

By signing this form the undersigned Respondent is committing to utilize the above referenced DBE Firms on the Project and that the Respondent will monitor the DBE Firms to ensure that the work is actually performed by the by the DBE Firms.

By: Pat Hargrove
Signature
Pat Hargrove, AIA NCARB, Vice President, Aviation
Print Name/Title of Person Executing on Behalf of the Respondent

Date: 5/9/2024

SCHEDULE 2(A)
LETTER OF INTENT TO PERFORM AS A DISADVANTAGED BUSINESS ENTERPRISE
(Professional Services)

LOI/SOQ Project Description: Airport Facilities & Systems Planning, Design, Engineering and Construction Management Professional Services for Palm Beach County Department of Airports

Change Order/Task /Amendment No. (if applicable): _____

Name of Prime Respondent: RS&H, Inc.

Name of DBE Firm: Tierra South Florida, Inc.

The undersigned is certified as a Disadvantaged Business Enterprise by the State of Florida's Unified Certification Program. Check one or more classifications as applicable:

☐ Black
 ☐ Hispanic
 ☐ Women
 ☒ Other (Please Specify) Asian / Pacific

☐ Prime Consultant
 ☒ Subcontractor
 ☐ Manufacturer
 ☐ Supplier

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

Material Testing Services

(Additional Sheets may be used as necessary.)

Total Percentage of Participation by DBE Firm for this Project: 1.90 %

and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If the undersigned intends to subcontract any portion of the work described above to another subcontractor, please complete the following:

Tierra South Florida, Inc _____ % ☐ DBE Certified
 (Name of Subcontractor) (Percentage of work to be subcontracted) ☐ Non-DBE

The undersigned affirms that it has the resources necessary to perform the work described above without subcontracting the work to another subcontractor, except as noted above.

Tierra South Florida, Inc.

Printed Name of DBE Subcontractor _____ Signed by _____

By: Morgan Dickinson
Signature

Date: 5/8/2024

Contract History



PALM BEACH COUNTY DEPARTMENT OF AIRPORTS
PROFESSIONAL SERVICES AGREEMENT WITH RS&H, INC. FOR AIRPORT FACILITIES & SYSTEMS CONSULTING SERVICES
CONTRACT HISTORY

CONTRACT NO. DOA 18-2A

CONTRACT NO. R2019-0812
DATE APPROVED BY BCC 6/7/2019
*EXPIRATION DATE 6/7/2023
ORIGINAL CONTRACT AMOUNT = \$2,004,570.58
DBE COMMITMENT 23.00%
ORIGINAL AGREEMENT SERVICES: Pursuant to Article 2 Performance Period continued performance of on-going services related to tasks authorized prior to the expiration of the contract shall extend the term presented to also completion of the task

The Professional Services Agreement with RS&H, Inc. for a term of two (2) years, with two one (1) year renewal options in the amount of \$2,004,570.58 for the performance of Airport Facilities and Systems Consulting Services related to the approved Palm Beach County Airports' Capital Improvement Program. Original agreement includes the following:
Palm Beach International Airport (PBI) Terminal Escalator Replacement; PBI 400th & Switchgear Replacement; PBI New Parking Revenue Center; PBI Aircraft Rescue and Fire Fighting (ARFF) Improvements; PBI Federal Inspection Services Facility Improvements; PBI Airline Ticket Counter Replacement; PBI Concourse B Expansion Planning & Programming; North Palm Beach County General Aviation Airport (F45) Hangar Design; Palm Beach County Glades Airport (PHK) Hangar Design.

AMEND NO.	BCC APPROVAL DATE	DBE COMMITMENT	AMEND TIME	AMENDMENT AMOUNT	NEW CONTRACT AMOUNT	STATUS	DESCRIPTION
1	5/5/2020	23.65%		\$2,304,608.30	\$4,309,178.88	Approved R2020-0414	Palm Beach International Airport (PBI) Escalator Replacement Additional Design Services; PBI New Parking Revenue Center Additional Design Services; PBI Electrical Distribution Assessment Report; PBI New Aircraft Rescue and Fire-Fighting (ARFF) Facility Design Services; PBI Terminal Connector Planning & Programming Study; PBI High-Mast Lighting Renovation Design Services;
2	10/20/2020	51.21%		\$3,195,990.03	\$7,506,168.91	Approved R2020-1607	Palm Beach International Airport (PBI) Switchgear Normal Power Distribution System (NPDS) Replacement; PBI Concourse B Expansion Conceptual and Schematic Design; PBI Terminal Public Address (PA) System Construction Engineering Inspection (CEI) Services - Phase 2; PBI Pre-Conditioned Air and Ground Power Unit Point of Use; PBI Federal Inspection Service Facility and Building 846 Storm Resiliency Modifications Package 3 Construction Documents & Bidding and Award; PBI Terminal Elevator Assessment Report; and Task III Services - Miscellaneous Planning and Engineering Services.
3	5/4/2021	0.00%	1 year	\$0.00	\$7,506,168.91	Approved R2021-0576	Exercise the first one-year renewal option for the continuation of services provided under this agreement.
4	6/15/2021	22.07%		\$2,644,110.87	\$10,150,279.78	Approved R2021-0844	Additional Services to go from conceptual to complete design effort for the Concourse B Expansion project at PBI.
5	3/22/2022	41.13%	1 year	\$1,325,943.87	\$11,476,223.65	Approved R2022-0263	Exercise the first one-year renewal option for the continuation of services provided under this agreement.
6	1/24/2023	46.63%		\$1,175,706.57	\$12,651,930.22	Approved R2023-0103	PBI Switchgear Replacement Phase 2; PBI Concourse B Expansion - Dual Package Development;
7	4/4/2023	10.23%		\$1,109,482.80	\$13,761,413.02	Approved R2023-0447	Construction Administration and Partial RPR Services

PALM BEACH COUNTY DEPARTMENT OF AIRPORTS
PROFESSIONAL SERVICES AGREEMENT WITH RS&H, INC. FOR AIRPORT FACILITIES & SYSTEMS CONSULTING SERVICES
CONTRACT HISTORY
CONTRACT NO. DOA 18-2A

CONTRACT NO. DATE APPROVED BY BCC *EXPIRATION DATE ORIGINAL CONTRACT AMOUNT = DBE COMMITMENT ORIGINAL AGREEMENT SERVICES:		R2019-0612 5/7/2019 5/7/2023 \$2,004,570.58 23.00%		*Pursuant to Article 2 Performance Period continued performance of on-going services related to tasks authorized prior to the expiration of the contract shall extend the term presented to allow completion of the task			
The Professional Services Agreement with RS&H, Inc. for a term of two (2) years, with two one (1) year renewal options in the amount of \$2,004,570.58 for the performance of Airport Facilities and Systems Consulting Services related to the approved Palm Beach County Airports' Capital Improvement Program. Original agreement includes the following: Palm Beach International Airport (PBI) Terminal Escalator Replacement; PBI 400Hz & Switchgear Replacement; PBI New Parking Revenue Center; PBI Aircraft Rescue and Fire Fighting (ARFF) Improvements; PBI Federal Inspection Services Facility Improvements; PBI Airline Ticket Counter Replacement; PBI Concourse B Expansion Planning & Programming; North Palm Beach County General Aviation Airport (F45) Hangar Design; Palm Beach County Glades Airport (PHK) Hangar Design;							
AMEND No.	BCC APPROVAL DATE	DBE COMMITMENT	AMEND TIME	AMENDMENT AMOUNT	NEW CONTRACT AMOUNT	STATUS	DESCRIPTION
8	4/18/2023	22.05%		\$1,106,284.38	\$14,867,697.40	Approved R2023-0532	Concourse B & C PC Air Construction Administration; Elevator Modernization – Design, Bidding, and Award Services; and FIS and Building 846 Storm Resiliency Modifications Package 3 – Bidding, Award, and Construction Administration Services.
9	10/17/2023	7.56%		\$313,808.36	\$15,181,505.76	Approved R2023-1540	Provide phasing services for the Concourse B Project at PBI. Approval of this item will allow remainder of the project to be completed in two phases. Phase 1 (Package 2A) will provide for relocation of utilities and completion of interior renovations to the existing concourse to match the finishes to be included in expansion area. Phase 2 (Package 2B) is for the remaining full build-out of the Concourse. Package 2A is currently anticipated to commence in the summer of 2024. Package 2B for the full build-out of the Concourse will commence at a future date when additional funding is received.
10	11/7/2023	57.26%		\$395,406.12	\$15,576,911.88	Approved R2023-1595	New ARFF Facility Phasing Services and additional 400 Hz GPU Replacement CA & RPR services at PBI. Approval of this item will allow the ARFF project to be completed in multiple phases. Additionally, the item will provide additional CA & RPR required to complete the 400 Hz GPU Replacement Project due to an extended project schedule.
11	4/2/2024	0.08%		\$281,451.37	\$15,858,363.25	Approved R2024-0345	Approval of this Amendment will increase the amount of the Agreement by \$281,451.37, resulting in a cumulative contract value of \$15,626,710.14. This Amendment includes the following tasks: Task I Services – Switchgear Phase 2 Additional Services – Substation A Design, Concourse B Expansion Additional Services – Duct Bank Conflict,
12	TBD	1.90%		\$1,115,944.71	\$16,974,307.96	TBD	Approval of this Amendment will increase the amount of the Agreement by \$1,115,944.71, resulting in a cumulative contract value of \$16,974,307.96. This Amendment includes the following tasks: Task I Services – Concourse B Expansion Pkg 2A CA & Partial RPR services,

*Committed DBE part per amendments 26.84%
* Does not include participation within Task III CSAs

Attachment No. 2
DBE Goal Information

Cynthia Portnoy

From: Martha K. LaVerghetta
Sent: Tuesday, November 29, 2022 8:17 PM
To: Cynthia Portnoy
Cc: Nancy Herrera; George Santos; Gary Sypek; Andrew Gamboa
Subject: RE: Emailing: DOA 22-13 GEC - DBE Goal - 2022_revised, DOA 22-14 Facilities Systems - DBE Goal - 2022 Revised
Attachments: PBI - FY 2023-25 DBE Goal 8-25-22 - final.pdf

Cindy,

As an alternative, we could use the FY 2023-25 Overall DBE Goal to set the % participation on these projects. That goal is 20.90% this number seems to be more in line with what you are hoping to see for DBE participation... it is also more consistent with our past goal setting and participation requirements.

The Overall DBE Goal report is attached for you, if needed. I thought you might like to see how the 20.90% was calculated.

If you still want to consider using past participation to adjust the goal(s), I would appreciate your help please to identify the best and most appropriate projects that should be used.

Please let me know your thoughts and/or what you decide.

Thank you so much,
Martha

From: Cynthia Portnoy
Sent: Monday, November 28, 2022 10:20 AM
To: Martha K. LaVerghetta
Cc: Nancy Herrera ; George Santos ; Gary Sypek ; Andrew Gamboa
Subject: RE: Emailing: DOA 22-13 GEC - DBE Goal - 2022_revised, DOA 22-14 Facilities Systems - DBE Goal - 2022 Revised

Martha since the goals are so much lower than the previous consultant contracts we will need to adjust for past participation (see attached pdfs). One difference I see is that in the previous 2018 calculations there was a line for Construction Management (NAICS 236220) which is a construction classification not a professional services so I did not include this in my breakdown. Construction Management that is referenced in the description would be provided by the Engineers under the 541330 NAICS. I think the reference below is more for the CMAR contracts.

236220 Commercial and Institutional Building Construction
This industry comprises establishments primarily responsible for the construction (including new work, additions, alterations, maintenance, and repairs) of commercial and institutional buildings and related structures, such as stadiums, grain elevators, and indoor swimming facilities. This industry includes establishments responsible for the on-site assembly of modular or prefabricated commercial and institutional buildings. Included in this industry are commercial and institutional building general contractors, commercial and institutional building for-sale builders, commercial and institutional building design-build firms, and commercial and institutional building project construction management firms.

Cynthia M. Portnoy, PE
Deputy Director Planning & Development

Palm Beach County Department of Airports
846 Palm Beach International Airport
West Palm Beach, FL 33406-1470
561-471-7411 Direct
954-242-5181 Mobile

Under Florida's public records law, e-mail communications to and from Palm Beach County, including e-mail addresses, are subject to public disclosure. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing. CONFIDENTIALITY NOTICE: This E-mail (including any attachments) is covered by the Electronic Communications Privacy Act, 18 U.S.C. 2510-2521, and is confidential, it may be legally privileged. If you are not the intended recipient, you are hereby notified that any retention, dissemination, distribution, or copying of this communication is strictly prohibited. Please reply to the sender that you have received the message in error and then delete it.

-----Original Message-----

From: Martha K. LaVerghetta <mklaverghetta@pbia.org>

Sent: Wednesday, November 23, 2022 4:03 PM

To: Cynthia Portnoy <cportnoy@pbia.org>; George Santos <gsantos@pbia.org>

Cc: Nancy Herrera <NHerrera@pbia.org>

Subject: Emailing: DOA 22-13 GEC - DBE Goal - 2022_revised, DOA 22-14 Facilities Systems - DBE Goal - 2022 Revised

Your message is ready to be sent with the following file or link attachments:

DOA 22-13 GEC - DBE Goal - 2022_revised

DOA 22-14 Facilities Systems - DBE Goal - 2022 Revised

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

Attachment No. 3

Budget Transfer



24-0773

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET TRANSFER

Advantage Document Numbers

BGRV:

BGEX: 121-051624*1398

FUND 4111 Airport Improvement & Development Fund

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL	CURRENT			ADJUSTED	EXPENDED/	REMAINING
		BUDGET	BUDGET	INCREASE	DECREASE	BUDGET	ENCUMBERED	BALANCE
							As of 5/16/24	

REVENUES/EXPENDITURES

121-A394-6504	Iotb Non Infrastructure	22,513,293	20,651,366	1,115,945	0	21,767,311	14,678,735	0	7,088,576
121-A900-9909	Reserves Improvement Program	17,216,760	19,284,926	0	1,115,945	18,168,981	0	0	18,168,981

Total Receipts and Balances

217,226,377	233,362,680	1,115,945	1,115,945	233,362,680
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Office of Financial Management & Budget
INITIATING DEPARTMENT/DIVISION
Administration/Budget Department Approval
OFMB Department - Posted

Signatures & Dates

Leggath. Platt 5/16/24
Jose M. ... 5/16/24
STATE OF FLORIDA, COUNTY OF PALM BEACH
I, JOSEPH ABRUZZO, Clerk of the Circuit Court,
Comptroller certify this to be a true and correct copy
of the original filed in my office on 5/16/24
dated at West Palm Beach, FL on 5/16/24
By: *Jose M. ...* Deputy Clerk

By Board of County Commissioners
At Meeting of
Tuesday, July 2, 2024

Deputy Clerk to the
Deputy Clerk
Board of County Commissioners

6A3.6