

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: December 5, 2023

Consent Regular
 Workshop Public Hearing

Submitted By: Department of Airports

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

- (A) The General Consultant Agreement with EXP U.S. Services, Inc. (EXP) for a term of two (2) years with three (3) one (1) year renewal options in the amount of \$1,308,859.55 for the performance of Airport Facilities and Systems Consulting Services related to the Palm Beach County Airports' Capital Improvement Program; and
- (B) A Budget Transfer in the amount of \$150,000 in the Airport's Improvement and Development Fund.

Summary: In order to carry out the Airports' Capital Improvement Program, the Department of Airports requires consultant services related to the various facilities and systems at the County's airports. In accordance with Florida Statutes 287.055 and PPM CW-O-048, EXP was competitively selected to provide these services. The initial agreement of a potential multi-year contract in the amount of \$1,308,859.55 will provide the Department of Airports with the necessary professional services to implement the Task I Palm Beach International Airport (PBI) General Aviation (GA) Federal Inspection Services (FIS) Facility Design Services and Task III Department of Airports (DOA) Miscellaneous Services for Projects in the Program Contract. Work to be completed under these Task III Services will be issued pursuant to PPM CW-F-050, by way of a separate proposal or task authorization. EXP is a Chicago, Illinois-based firm; however, all of the work to be completed in this agreement will be managed through their office in Fort Lauderdale. A Disadvantaged Business (DBE) goal of 20.9% was set for this contract. EXP has committed to 24% DBE participation for this contract. The initial tasks to be awarded under this agreement include a 21.24% DBE participation. 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. This agreement exceeds the threshold amount and must be approved on the regular agenda. Countywide (AH)

Background and Policy Issues: In order to procure professional services for Architecture, Mechanical, Electrical, Structural, and Landscape Design for various capital improvement projects for the County's airport system, the Department of Airports initiated a Request for Proposals for Airport Consultant Services for Airport Facilities and Systems (DOA 22-14). This multi-year Capital Improvement Program was advertised to include the following projects: General Aviation FIS; PBI Terminal FIS Improvement; PBI Terminal Elevator Rehabilitation/Replacement; Hangar & Infrastructure Development; Terminal & Concourse Modernization: Top Interior Loading Bridges Access Control; Cooling Tower Replacement; Consolidated Air Freight/Air Cargo Facility; Construction Administration/Construction Management/Construction Inspection Services. On May 25, 2023, the Countywide Selection Committee selected EXP to provide these services for the Department of Airports. The results of the Selection Committee Meeting were sent to the Board on May 31, 2023. The Department of Airports did not receive any requests to review the results and subsequently entered into negotiations with EXP.

Attachments:

- 1. Contract with EXP Technical Services, Inc. – 3 Originals
- 2. DBE Goal Information
- 3. Budget Transfer

Recommended By: [Signature] Department Director 11/7/23 Date

Approved By: [Signature] County Administrator 11/27/23 Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Capital Expenditures	\$1,308,860				
Operating Costs					
External Revenues (Grants)					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$1,308,860				
# ADDITIONAL FTE POSITIONS (Cumulative)					

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

Budget Account No: Fund 4111 Department 121 Unit A366 Object 6505
 Reporting Category _____

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

Partial amount of the total cost of \$1,308,860 [= \$1,158,860 (A366) + \$150,000 (A107)] is in the current budget in Unit A366 (FIS Facility). A Budget Transfer in the Airport's Improvement and Development fund in the amount of \$150,000 including a transfer from Reserves in the amount of \$150,000 is for Miscellaneous Services for Projects (Unit A107). Grant reimbursement will be determined as invoices come in.

C. Departmental Fiscal Review: William Wencerson

III. REVIEW COMMENTS

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

Lisa Mart 11/16/23
 OFMB
 11-16-23

John J. Gabel 11/21/23
 Contract Dev. and Control

B. Legal Sufficiency:

Anne DeFand 11-22-23
 Assistant County Attorney

C. Other Department Review:

 Department Director

REVISED 11/17

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

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

This Contract is made as of the 5th day of December 2023 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 **EXP U.S. Services Inc.** [] an individual, [] a partnership, [X] a corporation authorized to do business in the State of Florida, hereinafter referred to as the **CONSULTANT**, whose Federal I.D. is 46-0523964.

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

ARTICLE 1 - SERVICES

The CONSULTANT'S responsibility under this Contract is to provide professional/consultation services in the area of Facilities and Systems Planning, Design, Engineering and Construction Management Professional Services, as more specifically set forth in the Scope of Work detailed in Exhibit "A".

The COUNTY'S representative/liaison during the performance of this Contract shall be Mr. Michael Giambrone, telephone no. 561-471-7423.

The CONSULTANT'S representative/liaison during the performance of this Contract shall be Mr. Marcos Souza, telephone no. 954-999-8292.

ARTICLE 2 - PERFORMANCE PERIOD

The CONSULTANT shall commence services upon execution of this Contract and written Notice to Proceed from COUNTY. The term of this Contract shall be two (2) years, with three (3) one (1) year renewal options, the exercise of which are within COUNTY'S sole control and discretion. Continued performance of on-going services related to tasks authorized prior to the expiration of the Contract shall extend the term presented above to allow completion of the task. If required, an Amendment to the Contract may be issued to expand the scope of services to include any additional services needed to complete a task authorized prior to expiration of this Contract.

Reports and other items of work shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "C" and in individual Consultant Service Authorizations (CSA)s.

ARTICLE 3 - PAYMENTS TO CONSULTANT

- A. The total amount to be paid by the COUNTY under this Contract for all services and materials including, if applicable, "out of pocket" expenses (specified in paragraph C below) shall not exceed a total contract amount of One million Three Hundred Eight Thousand Eight Hundred Fifty-Nine Dollars and Fifty-Five Cents (\$1,308,859.55). The CONSULTANT shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONSULTANT will bill the COUNTY on a monthly basis, or as

otherwise provided, at the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

- B. COUNTY shall pay all undisputed portions of CONSULTANT's invoices within 45 days of receipt without holdback or retention in accordance with Local Government Prompt Payment Act. COUNTY shall notify CONSULTANT within ten (10) days of the receipt of the invoice of any disputed items. Such notice must be accompanied by a detailed description of any disputed items and include supporting documentation. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. All invoices shall be submitted to the COUNTY'S representative within six (6) months of providing the invoiced services.
- C. All requests for payment of "out-of-pocket" reimbursable expenses eligible for reimbursement under the terms of this Agreement shall include copies of said receipts, invoices, or other documentation acceptable to the Palm Beach County Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the scope of work described in this Agreement. Mileage charges shall identify the destination, number of miles, rate, and purpose of travel. Duplication charges shall describe the documents, purpose of duplicating, and rate charged. Any travel, per diem, mileage, meals, or lodging expenses, which may be reimbursable under the terms of this Agreement, will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes and Palm Beach County Policies and Procedures Manual Travel – PPM# CW-F-009. Requests for reimbursement of travel expenses shall include the use of Florida Department of Transportation Contractor Travel Form No. 300-000-06 to be submitted with the request for payment. CONSULTANT shall submit all portions of the travel-related reimbursable expenses at the same time in one request. The COUNTY has the right to disallow any travel-related expenses that a granting agency or the State of Florida has disallowed.
- D. Lump sum project phases will be invoiced on a monthly basis based on total percentage complete. For lump sum projects, DBE subcontractors will be tracked separately. Time & Material task orders will be invoiced monthly based on total labor hours plus reimbursable expenses in accordance with a not to exceed amount.
- E. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the COUNTY. This shall constitute CONSULTANT'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the CONSULTANT.
- F. In order to do business with Palm Beach County, CONSULTANTS are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If CONSULTANT intends

to use sub-consultants, CONSULTANT must also ensure that all sub-consultants are registered as consultants in VSS. All subcontractor agreements must include a contractual provision requiring that the sub-consultant register in VSS. COUNTY will not finalize a contract award until the COUNTY has verified that the CONSULTANT and all of its sub-consultants are registered in VSS.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

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

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

ARTICLE 5 - TERMINATION

This Contract may be terminated by the CONSULTANT upon sixty (60) days' prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also be terminated, in whole or in part, by the COUNTY, with cause upon fifteen (15) business days' written notice to the CONSULTANT or without cause upon ten (10) business days' written notice to the CONSULTANT. CONSULTANT shall be afforded a reasonable time to cure any alleged deficiencies. CONSULTANT shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. Compensation will not include anticipated profit on non-performed services. After receipt of a termination notice, except as otherwise directed by the COUNTY, in writing, the CONSULTANT shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY, including, but not limited to, all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the CONSULTANT under this Contract, whether complete or partially complete.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 - PERSONNEL

The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required under this Contract shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONSULTANT'S key personnel, as may be listed in Exhibit "A", must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY'S representative before said change or substitution can become effective.

The CONSULTANT warrants that all services shall be performed by skilled and competent personnel in accordance with the degree of professional skill, quality and care ordinarily exercised by members of the same profession currently practicing in the same locality under comparable circumstances.

All of the CONSULTANT'S personnel (and all Subcontractors), while on COUNTY premises, will comply with all COUNTY requirements governing conduct, safety and security.

ARTICLE 7 - SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONSULTANT is encouraged to seek Disadvantaged Business Enterprises ("DBE"), as defined in 49 CFR Part 26, for participation in subcontracting opportunities. For services rendered by subcontractors retained by the CONSULTANT in connection with all services, the COUNTY shall pay the actual subcontractor fees to be paid by the CONSULTANT for these services.

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

- **Brown & Phillips, Inc. (DBE)**
- **Cyriacks Environmental Consulting Services, Inc. (DBE)**
- **Colomé & Associates, Inc. (DBE)**
- **Digital Building Services, LLC (DBE)**
- **Introba, Inc.**
- **Johnson, Levinson, Ragan, Davila, Inc.**
- **JSM & Associates, LLC**
- **LVA Luis Vidal USA, Inc.**
- **Michael Baker International, LLC**
- **Quantum Electrical Engineering, Inc. (DBE)**
- **Tierra South Florida, Inc. (DBE)**

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY and the provisions of this Article related to termination or substitution of DBE subcontractors set forth in Article 8.

The CONSULTANT agrees to pay each subcontractor under this Contract for satisfactory performance of its contract no later than seven (7) days from the receipt of each payment the CONSULTANT receives from the COUNTY. Any delay or postponement of payment from the above referenced timeframe may occur only for good cause following written approval of the COUNTY. This clause applies to both DBE and non-DBE subcontractors.

The CONSULTANT shall certify in writing that all subcontractors and suppliers have been paid for accepted work and materials from previous progress payments received by the CONSULTANT prior to receipt of any further progress payments. The CONSULTANT shall provide documentation to COUNTY, in a form and substance acceptable to the Department, to certify payment has been made to its subcontractors or suppliers. This provision in no way creates any contractual relationship between any subcontractor or supplier and the COUNTY or any liability on the COUNTY for the CONSULTANT'S failure to make timely payment to the subcontractor or supplier.

ARTICLE 8 – DISADVANTAGED BUSINESS ENTERPRISES

- A. The CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this Contract, which may result in the termination of this contract or such other remedy as the COUNTY deems appropriate, which may include, but is not limited to:
- (1) Withholding monthly progress payments;
 - (2) Assessing sanctions;
 - (3) Liquidated damages; and/or
 - (4) Disqualifying the CONSULTANT from future bidding as non-responsible.

The CONSULTANT shall include the aforementioned provision in each subcontract that the CONSULTANT signs under this Contract and shall require subcontractors to include this provision in their subcontracts.

- B. It is the policy of the COUNTY that DBEs shall have the opportunity to participate in the performance of contracts under this Agreement. The DBE requirements of federal and state laws and regulations apply to this Contract. The CONSULTANT and its subcontractors agree to ensure that DBEs have the opportunity to participate in the performance of this Contract. In this regard, CONSULTANT shall take all necessary and reasonable steps in accordance with federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts under this Contract.

- C. CONSULTANT has committed to a minimum of minimum of 20.9% DBE participation in this Contract (“DBE goal”)
- D. Only those firms certified as DBEs by the Unified Certification Program for the State of Florida shall be counted toward the established DBE goal. It is the responsibility of the CONSULTANT to confirm the certification of any proposed DBE.

E. Reporting/Inspection Requirements

- (1) The CONSULTANT shall be required to submit regular progress reports, in a form and substance as required by the COUNTY, related to the DBE goal and other affirmative action efforts. Progress reports shall be completed and submitted with each payment request or application for payment. Failure to provide the required progress reports as instructed may result in a delay in processing payment or disapproval of the invoice until the progress report is submitted, as required.
- (2) Within ten (10) days of the COUNTY’s request, the CONSULTANT shall provide any additional information requested by the COUNTY to substantiate DBE participation, including, but not limited to, complete copies of the written subcontract or agreement between the CONSULTANT and any subcontractor or supplier, including DBE and non-DBE firms, for the work relative to this Contract. CONSULTANT shall provide complete copies of all DBE subcontracts to the COUNTY with the first payment request or application for payment and a complete list of the names of all non-DBE subcontractors and the dollar amount of each non-DBE subcontract.
- (3) It shall be the responsibility of the CONSULTANT to ensure that the DBE firms performing services under this Contract perform a Commercially Useful Function (as defined in 49 CFR Part 26). The CONSULTANT shall ensure that work committed to a DBE firm as a part of this Contract is actually performed by the DBE firm and shall notify the COUNTY in the event work committed to the DBE firm is actually performed by a non-DBE subcontractor.
- (4) The CONSULTANT shall maintain records and documents of payments to DBE firms performing under this Contract for a minimum of five (5) years from the termination date of this Contract. The records shall be made available to the COUNTY and/or the U.S Department of Transportation, the Florida Department of Transportation or any of their respective agencies, for inspection upon request. The CONSULTANT shall also require its DBE subcontractors and suppliers maintain their records and documents of payments from the CONSULTANT for a minimum of five (5) years from the termination date of this Contract and ensure that the records are made available to the COUNTY and/or the U.S Department of Transportation, the Florida Department of Transportation or any of their respective agencies, for inspection upon request.

F. DBE Substitution/Termination.

- (1) The CONSULTANT acknowledges and agrees that the Schedule 1A (List of Proposed Disadvantaged Business Enterprises) and Schedule 2A (Letter of Intent) forms, attached hereto and incorporated herein, are a material part of this Contract. By

entering this Contract, CONSULTANT is committing to utilize the DBE firms listed in Schedule 1A in the performance of this Contract for the services and at the percentages listed therein.

- (2) The CONSULTANT shall not be permitted to terminate a DBE subcontractor listed in Schedule 1A, List of Proposed DBE Firms, without the COUNTY's prior written consent, and unless the COUNTY's consent is provided, the CONSULTANT shall not be entitled to any payment for work or material unless it is performed by the DBE subcontractor originally designated to perform such work or supply such material. This includes, but is not limited to, instances in which the CONSULTANT seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm or with another DBE firm. The CONSULTANT may only replace a DBE subcontractor for good cause as set forth in 49 CFR §26.53, as now or hereafter amended, and shall not be permitted to terminate a DBE subcontractor for convenience. Such terminations or substitutions must be done with another certified DBE in order to maintain the DBE percentages established in this Contract. If CONSULTANT cannot find a certified DBE to replace the originally proposed DBE, the CONSULTANT must establish that it has exercised good faith efforts to do so.
- (3) Before transmitting a request to terminate and/or substitute a DBE subcontractor, the CONSULTANT will be required to give notice in writing to the DBE subcontractor, with a copy to the COUNTY, of its intent to request approval to terminate and/or substitute the DBE subcontractor, and the reason for the request. The CONSULTANT must give the DBE subcontractor five (5) days to: (i) respond to the notice; and (ii) advise the COUNTY and the CONSULTANT of the reasons, if any, why it objects to the proposed termination of its subcontract and why the COUNTY should not approve the CONSULTANT's action.

ARTICLE 9 - FEDERAL AND STATE TAX

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

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

ARTICLE 10 - AVAILABILITY OF FUNDS

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

ARTICLE 11 - INSURANCE

- A. CONSULTANT shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. CONSULTANT shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, to the insurance coverages. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by CONSULTANT are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONSULTANT under the contract.
- B. **Commercial General Liability** CONSULTANT shall maintain Commercial General Liability at a limit of **\$5,000,000** Each Occurrence and in the aggregate. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. CONSULTANT shall provide this coverage on a primary basis.
- B. **Business Automobile Liability** CONSULTANT shall maintain Business Automobile Liability at a limit of liability of **\$5,000,000** Each Accident for all owned, non-owned and hired automobiles. In the event CONSULTANT doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing CONSULTANT to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. CONSULTANT shall provide this coverage on a primary basis.
- C. **Worker's Compensation Insurance & Employers Liability** CONSULTANT shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. CONSULTANT shall provide this coverage on a primary basis.
- D. **Professional Liability** CONSULTANT shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability of **\$5,000,000** Each Claim. When a self-insured retention (SIR) or deductible exceeds **\$10,000**, COUNTY reserves the right, but not the obligation, to review and request a copy of CONSULTANT'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, CONSULTANT shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims - made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, CONSULTANT shall purchase a SERP with a minimum reporting period not less than 3 years. CONSULTANT shall provide this coverage on a primary basis.

Additional Insured CONSULTANT shall include the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the

State of Florida, its Officers, Employees and Agents.” CONSULTANT shall provide the Additional Insured endorsements coverage on a primary basis.

- E. **Waiver of Subrogation** CONSULTANT hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement to the policy, then CONSULTANT shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which specifically prohibits such an endorsement, or which voids coverage should CONSULTANT enter into such an agreement on a pre-loss basis.
- F. **Certificate(s) of Insurance** On execution of this Contract, renewal, within forty-eight hours of a request but COUNTY, and upon expiration of any of the required coverage throughout the term of this Agreement, the CONSULTANT shall deliver to the COUNTY or the COUNTY’s designated representative a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Contract have been obtained and are in full force and effect. Certificates shall be issued to:

Palm Beach County Board of County Commissioners
c/o Palm Beach County Department of Airports
846 Palm Beach International Airport
West Palm Beach, Florida 33406-1470

The required certificate(s) must be signed by the authorized representative of the Insurance Company shown on the certificate. The certificate(s) of Insurance shall reference the project name and contract number.

- G. **Umbrella or Excess Liability** If necessary, CONSULTANT may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, and Employer’s Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest “Each Occurrence” limit for either Commercial General Liability, Business Auto Liability, or Employer’s Liability. The COUNTY shall be specifically endorsed as an “Additional Insured” on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a “Follow-Form” basis.
- H. **Right to Review** COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any requirement including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

ARTICLE 12 - INDEMNIFICATION

CONSULTANT shall indemnify and hold COUNTY, its officers and employees from liabilities, damages, losses, and costs including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this Contract.

IN ACCORDANCE WITH SECTION 558 ET SEQ OF THE FLORIDA STATUTES AND TO THE FULLEST EXTENT PERMITTED BY LAW, OWNER ACKNOWLEDGES AND AGREES THAT NO INDIVIDUAL EMPLOYEE OR AGENT OF PROFESSIONAL SHALL BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE SCOPE AND COURSE OF THIS AGREEMENT

ARTICLE 13 - SUCCESSORS AND ASSIGNS

The COUNTY and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONSULTANT shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

ARTICLE 14 - REMEDIES

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

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the COUNTY and/or CONSULTANT.

ARTICLE 15 - CONFLICT OF INTEREST

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

The CONSULTANT shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgement or quality

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

ARTICLE 16 - EXCUSABLE DELAYS

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

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

ARTICLE 17 - ARREARS

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

ARTICLE 18 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONSULTANT shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared specifically and exclusively for the COUNTY under this Contract. Any reuse, misuse, modification or use of incomplete work product is at the sole risk of COUNTY or any other third party relying on the work product and without liability to CONSULTANT.

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

data developed, or purchased, under this Contract for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

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

Notwithstanding any other provision in this Contract, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Sections 2-421 - 2-440, as amended.

ARTICLE 19 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

The CONSULTANT does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

ARTICLE 20 - CONTINGENT FEES

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

ARTICLE 21 - ACCESS AND AUDITS

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

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed COUNTY contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the

activities of the CONSULTANT, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Notwithstanding anything in this Agreement to the contrary, any proprietary records of Subconsultant, which are not necessary to substantiate invoiced amounts hereunder, are not subject to audit.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 22 - NONDISCRIMINATION

A. Non-Discrimination in County Contracts. The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the CONSULTANT warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

As a condition of entering into this Agreement, CONSULTANT represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2017-1770 as amended. As part of such compliance, CONSULTANT shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the company retaliate against any person for reporting instances of such discrimination. CONSULTANT shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. CONSULTANT understands and agrees that a material violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification or debarment of the CONSULTANT from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. CONSULTANT shall include this language in its subcontracts.

B. Federal Nondiscrimination Covenants.

1. Civil Rights General. The CONSULTANT agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the CONSULTANT from the solicitation period through the

completion of this Contract. This provision is in addition to Title VI of the Civil Rights Act of 1964.

2. Title VI Clauses for Compliance with Nondiscrimination Requirements. During the performance of this Contract, the CONSULTANT, for itself and its assignees and successors in interest, agrees as follows:
 - a. Compliance with Regulations: The CONSULTANT will comply with the Title VI List of Pertinent Nondiscrimination Statutes and Authorities (“Acts and Regulations”) (as defined in Exhibit “E”), as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.
 - b. Nondiscrimination: The CONSULTANT, with regard to the work performed by it during the Contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT will not participate directly or indirectly in the discrimination prohibited by the Acts and Regulations, including employment practices when the Contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
 - c. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the CONSULTANT of the CONSULTANT’s obligations under this Contract and the Acts and Regulations relative to non-discrimination on the grounds of race, color, or national origin.
 - d. Information and Reports: The CONSULTANT will provide all information and reports required by the Acts and Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the COUNTY or the Federal Aviation Administration to be pertinent to ascertain compliance with the Acts and Regulations, and instructions. Where any information required of the CONSULTANT is in the exclusive possession of another who fails or refuses to furnish the information, the CONSULTANT will so certify to the COUNTY or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
 - e. Sanctions for Noncompliance: In the event of the CONSULTANT’s noncompliance with the non-discrimination provisions of this Contract, COUNTY will impose such Contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 1. Withholding payments to the CONSULTANT under this Contract until the CONSULTANT complies; and/or

2. Cancelling, terminating, or suspending this Contract, in whole or in part.
- f. Incorporation of Provisions: The CONSULTANT will include the provisions of this Article 22 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts and Regulations and directives issued pursuant thereto. The CONSULTANT will take action with respect to any subcontract or procurement as the COUNTY or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the CONSULTANT becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the CONSULTANT may request the COUNTY to enter into any litigation to protect the interests of the COUNTY. In addition, the CONSULTANT may request the United States to enter into the litigation to protect the interests of the United States.
 - g. For purposes of this Contract, the term "Title VI List of Pertinent Nondiscrimination Statutes and Authorities" includes the non-discrimination statutes, regulations and authorities listed in Exhibit "E", as may be amended.

ARTICLE 23 - AUTHORITY TO PRACTICE

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

ARTICLE 24 - SEVERABILITY

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

ARTICLE 25 - PUBLIC ENTITY CRIMES

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

ARTICLE 26 - MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the COUNTY'S notification of a contemplated change, the CONSULTANT shall, in writing: (1) provide a detailed estimate for the

increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

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

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

ARTICLE 27 - NOTICE

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

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

With copy to:

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

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

Marcos J Souza, PE, PMP
201 Alhambra Circle, Suite 800
Coral Gables, FL 33134

With copy to:

Kyle Henry
201 Alhambra Circle, Suite 800
Coral Gables, FL 33134

ARTICLE 28 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CONSULTANT agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein.

None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 26- Modifications of Work.

List of Attachments:

CERTIFICATE OF INSURANCE

EXHIBIT "A" – GENERAL SCOPE OF SERVICES

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

EXHIBIT "C" – PROPOSED SCHEDULES

EXHIBIT "D" – DBE

SCHEDULE 1A – LIST OF PROPOSED DBE FIRMS

SCHEDULE 2A – LETTERS OF INTENT

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

ARTICLE 29 - CRIMINAL HISTORY RECORDS CHECK

The CONSULTANT, CONSULTANT'S employees, subcontractors of CONSULTANT and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolutions R2013-1470 and R2015-0572, as amended. The CONSULTANT is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the CONSULTANT acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Contract may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and above referenced Resolutions, as amended. COUNTY staff representing the COUNTY department will contact the CONSULTANT(S) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The CONSULTANT shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the contract and return them to the COUNTY. If the CONSULTANT or its subcontractor(s) terminates an employee who has been issued a badge, the CONSULTANT must notify the COUNTY within two (2) hours. At the time of termination, the CONSULTANT shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the CONSULTANT if the CONSULTANT 1) does not comply with the requirements of County Code Section 2-371 - 2-377, as amended; 2) does not contact the COUNTY regarding a terminated CONSULTANT employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

ARTICLE 30 - REGULATIONS; LICENSING REQUIREMENTS

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

ARTICLE 31 - SCRUTINIZED COMPANIES

- A. As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.

- B. **When contract value is greater than \$1 million:** As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by CONSULTANT, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal, if applicable.

ARTICLE 32 - PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the CONSULTANT: (i) provides a service; and (ii) acts on behalf of the COUNTY as provided under Section 119.011(2) F.S., the CONSULTANT shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The CONSULTANT is specifically required to:

- A. Keep and maintain public records required by the COUNTY to perform services as provided under this Contract.

- B. Upon request from the COUNTY's Custodian of Public Records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The CONSULTANT further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract, if the CONSULTANT does not transfer the records to the public agency.
- D. Upon completion of the Contract the CONSULTANT shall transfer, at no cost to the COUNTY, all public records in possession of the CONSULTANT unless notified by COUNTY's representative/liaison, on behalf of the COUNTY's Custodian of Public Records, to keep and maintain public records required by the COUNTY to perform the service. If the CONSULTANT transfers all public records to the COUNTY upon completion of the Contract, the CONSULTANT shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the Contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically by the CONSULTANT must be provided to COUNTY, upon request of the COUNTY's Custodian of Public Records, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

Failure of the CONSULTANT to comply with the requirements of this Article shall be a material breach of this Contract. COUNTY shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. CONSULTANT acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

ARTICLE 32 – COUNTERPARTS

This Contract, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Contract. The COUNTY may execute the Contract through electronic or manual means. CONSULTANT shall execute by manual means only, unless the COUNTY provides otherwise.

ARTICLE 33 - E-VERIFICATION REQUIREMENTS

CONSULTANT warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and beginning January 1, 2021, uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of CONSULTANT's subconsultants performing the duties and obligations of this CONTRACT are registered with the E-Verify System, and beginning January 1, 2021, use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

CONSULTANT shall obtain from each of its subconsultants an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. CONSULTANT shall maintain a copy of any such affidavit from a subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this CONTRACT which requires a longer retention period.

COUNTY shall terminate this CONTRACT if it has a good faith belief that CONSULTANT has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that CONSULTANT's subconsultant has knowingly violated section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify CONSULTANT to terminate its contract with the subconsultant and CONSULTANT shall immediately terminate its contract with the subconsultant. If COUNTY terminates this CONTRACT pursuant to the above, CONSULTANT shall be barred from being awarded a future contract by COUNTY for a period of one (1) year from the date on which this CONTRACT was terminated. In the event of such contract termination, CONSULTANT shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

ARTICLE 34 - FAA/FDOT PROVISIONS

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

ARTICLE 35 – RESILIENCY AND SUSTAINABILITY

The design must meet the requirements of PPM CW-O-093, "Resiliency and Sustainability in County Capital Construction Projects," Attachment J. The design professional shall provide the County a complete resiliency and sustainability checklist for the project. Pursuant to Florida Statutes 255.2575, all County buildings shall be constructed to comply with a sustainable building rating system or national model green building code. The project should use the most recent version of the Southeast Florida Regional Climate Change Compact's Unified Sea Level Rise Projection to plan for future sea level rise.

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

ATTEST:
JOSEPH ABRUZZO
CLERK OF THE CIRCUIT COURT
& COMPTROLLER

PALM BEACH COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS:

By: _____
Deputy Clerk

By: _____
Maria Sachs, Mayor

WITNESS: 

SIGNATURE

CONSULTANT:

EXP U.S. Services Inc.
COMPANY NAME

Arturo Martinez

Name (type or print)



Signature

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

Marcos J Souza
Name (type or print)

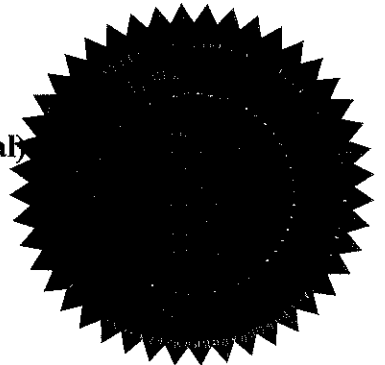
By: 
County Attorney

Director of Aviation
Title

APPROVED AS TO TERMS
AND CONDITIONS

By: 
Director of Airports

(Corporate Seal)



Signatory Authorization

EXP U.S. SERVICES INC.
(the « Corporation »)

CERTIFICATE OF INCUMBENCY

1. The following person is a duly authorized signing authority of the Corporation:

NAME OF OFFICER

TITLE

Marcos J. Souza

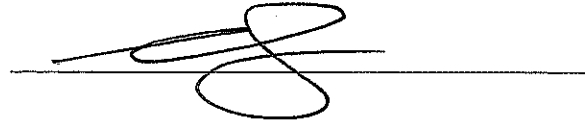
Vice President, Director of Aviation

2. The following is the genuine signature of the following duly authorized signing authority of the Corporation:

NAME OF OFFICER

SPECIMEN OF SIGNATURE

Marcos J. Souza



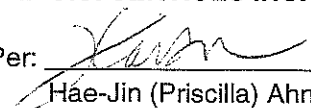
3. The aforementioned person is duly appointed, authorized and directed, for and on behalf of the Corporation, to discuss, propose, and negotiate services, sign all documents, including RFQ responses, disclosure certificates, work orders, purchase orders, subcontracts or contracts related to the **Palm Beach County Department of Airports (DOA), project 22-14** General Consultant Services for Airport Facilities and Systems (« the **Project** »).

The delivery of an executed copy of this certificate by facsimile, or by electronic transmission, shall be deemed to be the equivalent of the delivery of an original executed copy thereof.

The undersigned, being the Secretary of the Corporation, certifies the foregoing this 3rd day of October 2023.

EXP U.S. SERVICES INC.

Per: _____


Hae-Jin (Priscilla) Ahn,
SVP, General Counsel & Corporate Secretary

I have the authority to bind the Corporation

Insurance Compliance Document



**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
DX00002575	EXP U.S. Services, Inc.	Modified	Compliant					DOA 22-14	Consultant Services for Airport Facilities & Systems
		Ag , XV	National Fire Insurance Company of Hartford	6076413496	3/31/2023	3/31/2024	Auto Liability		
		A+g , XV	XL Specialty Insurance Company	CA00002682L123A	3/31/2023	3/31/2024	Excess Liability		
		A+g , XV	XL Insurance America, Inc.	US00057823L123A	3/31/2023	3/31/2024	General Liability		
		Ag , XV	AIG Insurance Company of Canada	061127095	3/31/2023	3/31/2024	Professional Liability		
		A , XV	Continental Casualty Company	6072004033	3/31/2023	3/31/2024	Workers Comp		

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

Table of Contents

EXHIBIT A – GENERAL SCOPE OF SERVICESA-1
 EXHIBIT A-1 – Task I-23-PBI-E-001: A-1-1

EXHIBIT B – Detailed Fees, Expenses, and PaymentsB-1
 EXHIBIT B-I – 2023 Hourly Billing Rates B-5
 EXHIBIT B-II – Schedule of Payments B-14

EXHIBIT C – Proposed Schedules.....C-1

EXHIBIT D – Disadvantaged Business Enterprise ComplianceD-2

EXHIBIT E – Additional Contract Requirements for Federally Funded ProjectsE-1

PALM BEACH COUNTY GENERAL CONSULTING SERVICES

EXHIBIT A

GENERAL SCOPE OF SERVICES

This document serves as a formal description of the scope of services for the initial efforts (Work Program #1) to be performed by the general consultant team (the CONSULTANT, or as specifically referred to by company name) led by EXP U.S. Services Inc. It includes well defined tasks for the program contract that will be provided to the Palm Beach County Department of Airports (DOA or the COUNTY).

GENERAL

The services to be provided will be on a general-consulting basis. Services will be divided into two general tasks. Task I shall be "Basic," which consists of all efforts relating to specific planning, design, and construction projects. Task III shall consist of "Miscellaneous Services for Projects within the Program Contract". Task II, "Annual Services" are not included for this program contract. Each task is further described below.

Specifically authorized projects will be described in Consultant Service Authorizations (CSA). The CONSULTANT will prepare CSA's and provide to the COUNTY representative for action and approval. Services on any assignment shall be undertaken only upon written acceptance and notice to proceed of the CSA by the COUNTY.

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

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

LEVEL I TASKS - PLANNING, DESIGN, CONSTRUCTION AND FINANCIAL

A. General

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

1. Planning Services
2. Vertical facility design, such as architectural, mechanical, electrical, structural, and landscaping design of airport-related and ancillary facilities, including security consulting services as needed
3. Investigative Services – survey and geotechnical analysis for Facilities Inspection
4. Stormwater and environmental planning, design, permitting and agency coordination in support of the design
5. Construction Administration (CA), Construction Management (CM), and Construction Engineering and Inspection (CEI) Services
6. Quality Assessment and Quality Assurance Reviews

The projects to be performed by the Airports Facilities and Systems Consultants will be in accordance with the approved Airport Master Plan(s) and those projects required to enhance the level of services, safety, capacity, and financial viability of the Palm Beach County Airport System at each of the County’s four (4) owned and operated airports including Palm Beach International Airport (PBI), Palm Beach County Park Airport (LNA), North Palm Beach County General Aviation Airport (F45) and Palm Beach County Glades Airport (PHK).

Specific tasks contemplated by the Department of Airports during the period of this agreement, may include the following:

1. General Aviation FIS
2. Terminal FIS Improvements
3. Terminal Elevator Rehabilitation/Replacement
4. Hangar & Infrastructure Development
5. Terminal & Concourse Modernization
6. Top Interior Loading Bridges Access Control
7. Cooling Tower Replacement
8. Consolidated Air Freight/Air Cargo Facility
9. Construction Administration/Construction Management/Construction Inspection Services

B. Planning Studies

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

C. Design Services

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

Basic Services

Typically basic services will follow five distinct phases. Phase 1 consists of Planning and Programming (Phase 1A) and Schematic Design (Phase 1B). Phase 2 is Design Development (Approximately 30% Completion). Phase 3 consists of sixty percent (60%) design completion of the Contract Documents (Phase 3A), ninety percent (90%) design completion (Phase 3B), and final design completion (100%) of Bid Documents (Phase 3C). Phase 4 consists of Bidding and Award of Contract requirements. Phase 5 consists of Construction Administration.

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

A brief definition follows for each of the Phases:

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

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

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

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

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

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

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

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

The following paragraphs synopsise the CONSULTANT'S typical requirements:

PHASE 1A – PLANNING AND PROGRAMMING

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

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

PHASE 1B - SCHEMATIC DESIGN

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

The CONSULTANT will review preliminary Project concepts with the COUNTY Representative, and other DOA Divisions as appropriate for the type of Project and with all Agencies and other approval authorities with respect to the Project. Those changes and/or modifications that were jointly agreed upon will be addressed by the CONSULTANT and the necessary inclusions made in subsequent phases to the Contract Documents. The purpose of the review and comment solicitation is to endeavor to

ensure that the Contract Documents and all facilities constructed in accordance therewith will meet all applicable requirements for later obtaining the necessary permits and approvals for the Project.

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

- A) **Construction Schedule**
A conceptual Project Construction Schedule will be submitted in an approved format and will consist of a preliminary schedule showing the proposed probable completion date of each Phase and Sub-Phase for the Project through Design Development, 60%, 90% and 100% Contract Documents, Bid Documents, Bidding of Work, performance of the Work by the Contractor and final acceptance of the Work by the COUNTY.
- B) **Schematic Design Studies**
These Schematic Design Studies should be preliminary in nature and scope, be further defined, and amplifying details will be developed by the CONSULTANT during subsequent phases of the Project design.
- C) **Grading, Paving, Drainage, and Utilities (if applicable)**
The CONSULTANT will prepare Plan(s) showing pavement and drainage layout(s) with direction of storm water flows to each ponding area and/or inlet. The Schematic Design Narrative Report will provide paving, grading, drainage, and utilities calculations in sufficient detail to give assurance that the Project can be used under the approved design aircraft/service vehicle loadings and design storm conditions.
- D) **Maintenance of Traffic (MOT) and Safety Plans (if applicable)**
The CONSULTANT will prepare conceptual construction MOT and Airside Operations Area (AOA) Security and Safety Plan(s) in sufficient detail to show how construction can be accomplished while meeting DOA Airside or Landside Operational Constraints. The Security and Safety Plan(s) will delineate the nature, extent and location(s) of site access and haul routes and depict all required barricading, signing, marking and safety lighting required for the Project. The Security and Safety Plans will meet FAA Advisory Circular AC 150/5370-2G, current edition criteria for "Operational Safety on Airports during Construction."
- E) **Work Staging**
The CONSULTANT will develop a conceptual Work Staging Plan, which minimizes and avoids adverse impacts to existing Airside Airline Operations. The CONSULTANT will advise the COUNTY Representative, in writing, of any potential adverse impacts and any estimated increase in Project costs and/or any time extension effect that would result from such a Work Staging Plan. If identified in the Scope of Services, a series of alternative Work Staging Plan(s) may be developed by the CONSULTANT with associated cost and time extension and also be submitted to the COUNTY Representative, along with an analysis of pertinent factors and relative merits of each Plan, even if such alternative Plan(s) would adversely impact Airside or Landside Airline Operations. The decision as to which Work Staging Plan to issue

will be made by the COUNTY, and the CONSULTANT will be informed of such decision in writing by the COUNTY Representative.

- F) Preliminary Outline Specifications
The CONSULTANT will prepare preliminary Outline Specifications, which will describe the technical requirements of all construction work being proposed for the Project, all of which will be considerations in developing the Project Budget Costs during the subsequent Design Development Phase.
- G) Phase Submittal Requirements
The CONSULTANT will submit four (4) copies of the Schematic Design Narrative Report required under this Phase for review and approval by the COUNTY. The CONSULTANT will not proceed with the following "Phase 2 - Design Development" until the Schematic Design has been reviewed and approved by the COUNTY Representative, the interested Department of Airports Divisions, the affected Airlines and other airport Users; and written approval with appropriate comments are received from the COUNTY and approval has been issued to the CONSULTANT by the COUNTY Representative.

PHASE 2 - DESIGN DEVELOPMENT (30% DESIGN)

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

- A) The Design Development Documents will consist of and further define:
1. All horizontal and critical elements of vertical geometry
 2. Limits of construction
 3. Clearing and demolition requirements
 4. Drainage systems
 5. Existing utilities
 6. Existing utility relocation
 7. Proposed utilities
 8. Typical grading, paving and drainage sections and details
 9. Schematic architectural layout
 10. Schematic floor plans and elevations
 11. Update construction schedule
 12. Outline specifications
 13. Other major engineering elements and architectural elements to the degree required to provide a complete understanding of the elements of the Design Project, the CONSULTANT's proposed design treatment of these elements and the development of probable Project Budget Costs for construction.
- B) The Plans to be provided for the Design Development review submittal will include, but are not limited to:
1. Cover Sheet
 2. Project Area Plan
 3. Project Key Sheet

4. Site Location Plan
5. Typical Sections
6. Preliminary Paving and Geometry Plans
7. Preliminary Grading and Drainage Plans
8. Preliminary Site Utility Plans (Existing, Relocated and Proposed)
9. Airfield Lighting, Roadway Lighting and Apron Lighting Plans, if applicable
10. Architectural Plans (Concept)
11. Landscape Concept(s)
12. Typical Details for Pavements, Pavement Markings, Signage, Drainage, Utilities and other Miscellaneous Details

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

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

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

The CONSULTANT will submit four (4) copies of all Documents required under this Phase 2 for review comments and approval by the COUNTY. The CONSULTANT will not proceed with the following Phase 3 - Contract Documents until the Design Development has been reviewed and approved by the COUNTY Representative; the interested Department of Airports Divisions; Air Transport Association (ATA.); the affected Airlines and other Airport Users; and written approval with appropriate comments is received from the COUNTY and approval has been issued to initiate the Contract Documents 60% Submittal Phase.

PHASE 3 - CONTRACT DOCUMENTS

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

PHASE 3A - 60% SUBMITTAL

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

1. Sections and Details
2. Survey Control Plan, including Horizontal Control Points and Vertical

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

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

The CONSULTANT will submit four (4) copies of all Contract Documents required under this Phase 3A for review comments and approval by the COUNTY. The CONSULTANT will not proceed with Phase 3B until the 60% Complete Contract Documents have been reviewed and approved by the COUNTY Representative, the interested Department of Airports Divisions, and written approval is received from the COUNTY.

PHASE 3B - 90% SUBMITTAL

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

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

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

The CONSULTANT will submit four (4) copies of all Contract Documents required under this Phase 3B for review comments and approval by the COUNTY. The CONSULTANT will not proceed with Phase 3C until the 90% Complete Contract Documents have been reviewed and approved by the COUNTY Representative, the interested Department of Airports Divisions, and written approval is received from the COUNTY.

PHASE 3C - 100% SUBMITTAL

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

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

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

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

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

PHASE 4 - BIDDING AND AWARD OF CONTRACT

After authorization to proceed with the Bidding Phase, CONSULTANT will assist the COUNTY in advertising for and obtaining bids for each separate prime contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, and receive and process deposits for Bidding Documents; assist the COUNTY in conducting a pre-bid conference for each separate prime contract to share pertinent bidding and technical information and requirements with prospective bidders; issue addenda as appropriate to interpret, clarify or expand the Bidding Documents; print and distribute sets of Bidding Documents to Prospective Bidders and plan offices (McGraw-Hill Dodge, Construction Journal, Reed Construction Data, and iSqFt Plan Room) during the Bidding phase; and attend the bid opening, prepare bid tabulation sheets and assist COUNTY in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.

PHASE 5 - CONSTRUCTION ADMINISTRATION

Construction Administration Services will generally be authorized by the Task Authorization, which included the design efforts for a particular project, although these services could be authorized in a

separate Task Authorization depending upon the specific project. The CONSULTANT will provide professional services during construction to assist in obtaining a complete project. Basic Services will consist of the following:

1. Participate in preconstruction conference and assist with the preparation of a contract between the COUNTY and the successful bidder; Prepare four (4) sets of conformed contract plans and documents for submittal to the successful bidder for Contract execution; Prepare four (4) sets of conformed contract plans and documents for construction use by the successful bidder;
2. The CONSULTANT will make periodic visits to the construction site to observe and familiarize themselves generally with the progress and quality of the work and to determine if the work is generally proceeding in accordance with the contract documents and the contractor's construction schedule. The CONSULTANT will make periodic written reports to the COUNTY representative to advise of any deviation from the contract documents or the contractor's construction schedule observed by or brought to the attention of the CONSULTANT. Such reports will be submitted in a timely manner so as not to cause delay in the progress of the work. In performing these services, the personnel provided by the CONSULTANT will be under the supervision of a registered professional engineer and/or architect. The CONSULTANT will provide personnel experienced in the administration of construction contracts. Supporting personnel will be provided from the project design team when specialized knowledge of the project design is required. On the basis of its on-site observations, the CONSULTANT will keep the COUNTY representative informed as to the progress and quality of the work and will endeavor to protect the COUNTY against defects and deficiencies in the work of the construction contractors, but the CONSULTANT will not have control or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures or for the safety precautions and programs in connection with the project construction, for the acts or omissions of the contractor, subcontractors, any of their agents or the subcontractor's employees, or any other person performing any of the work or for the failure of such persons to carry out the work in accordance with the contract documents; provided however, that the CONSULTANT will not be relieved from its obligation to notify the COUNTY representative of any such act, omission or failure on the part of the construction contractor observed by the CONSULTANT during on-site visits;
3. Review and approve or take other appropriate action upon the shop drawings, samples, and other submissions furnished by the contractor and submitted to the CONSULTANT. The CONSULTANT will determine if the shop drawings, samples and other submissions reasonably conform to the design concept of the project and the requirements of the contract documents. Such action(s) will be taken with reasonable promptness so that the progress of the construction of the project will not be delayed. The CONSULTANT will maintain a log of all contractor submittals which will include the submittal date, the action taken, and the date returned;
4. Prepare routine change orders as required; act as interpreter of the terms and conditions of the contract documents and judge of the performance thereunder by the parties thereto and make decisions on claims of COUNTY and contractor(s) relating to the execution and progress of the work and other matters and questions related thereto; but CONSULTANT will not be liable for the results of any such interpretation or decisions rendered by it in good faith,
5. Review laboratory, shop, and mill tests of material and equipment and report to the COUNTY representative, in writing, on such matters;

6. Provide design clarifications and recommendations to assist the COUNTY representative in resolving field problems relating to the construction;
7. Evaluate contractor change and cost proposals and substitutions and recommend to the COUNTY representative to either approve or disapprove the contractor's proposal or substitution;
8. Review contractor(s) monthly applications for payment and supporting data, review the amount owing to contractor(s) and approve in writing all payments to contractor(s) in accordance with the contract documents;
9. Perform, together with the COUNTY'S representative, inspections of the construction site to determine if the project is substantially complete and a final inspection to determine if the project has been completed in accordance with the contract documents and if each contractor has fulfilled all of its obligations thereunder so that CONSULTANT may approve if applicable in writing, final payment to each contractor;
10. The CONSULTANT will assist the COUNTY'S representative in receiving and forwarding to the COUNTY written warranties and related documents assembled by the contractors; and
11. Provide one set of reproducible drawings and CADD files "record drawings," which shall become the property of the COUNTY, corrected to show significant changes made in the work during the construction of the project. Such corrections shall be based upon "as-built" prints, drawings, field sketches and other data furnished to the CONSULTANT by the COUNTY and the contractor, upon change orders issued during construction.

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

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

Special Services

Special Services will be authorized in writing by the COUNTY Representative, describing the scope and fee for the services prior to beginning. Special Services cannot be included as Basic Services because their need or exact scope cannot be fully established until underway. Each Task Authorization will estimate the need and scope of Special Services and will authorize additional funding to be approved by the COUNTY Representative should additional services be required.

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

1. Perform or obtain the services of a Subcontractor to perform subsurface investigations, including performance of test borings, soil samples, and other foundation investigations, laboratory analyses of the samples, and engineering analyses not anticipated as Basic Services.

The CONSULTANT or the subcontractor will prepare a detailed report of all findings and the CONSULTANT will deliver to the COUNTY Representative two (2) copies of the report;

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

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

1. Consult with the COUNTY concerning replacement of any construction work damaged by fire or any other causes and furnish professional services as may be required in connection with the replacement of such work;
2. Assist the COUNTY in making arrangements for the work to proceed in the event that the construction contractor is declared in default by the COUNTY for any reason;

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

LEVEL III TASKS - MISCELLANEOUS SERVICES FOR PROJECTS IN THE PROGRAM CONTRACT

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

1. Staff Extension Services for Planning, Design, Construction and Administration.
2. Micro-Level Planning Studies including:
 - a. Environmental
 - b. Site Planning
 - c. Aviation Planning
 - d. NAVAID Studies
 - e. Aviation Business Development
 - f. Airside
 - g. Landside
 - h. Terminal
 - i. Conceptual Planning
 - j. Feasibility Studies

- k. Review and Analysis of Proposed Improvements
 - l. Miscellaneous Planning Studies
3. Design Services including:
 - a. Architectural
 - b. Structural
 - c. Mechanical
 - d. Electrical
 - e. Civil
 - f. Landscaping
 - g. Interiors
 - h. Miscellaneous
 4. Environmental services including:
 - Environmental Audits
 - Compliance Actions
 - Regulatory Review
 - Monitoring
 5. Technical Reviews
 6. Value Engineering
 7. Specific Grant Services including:
 - Preparation of FAA grant preapplications and applications
 - Preparation of FDOT Joint Participation Agreements
 - Assist COUNTY in negotiations with FAA or FDOT
 8. Financial Consultation, including:
 - Consult with COUNTY' fiscal agents and bond attorneys
 - Provide necessary engineering data
 - Provide financial analyses
 9. Property Procurement Assistance:
 - Determine land and easement requirements and provide consultation and assistance on property procurement as relates to professional engineering services being performed.
 10. Administrative Assistance:
 - Provide Contract and Project Administration Services to the COUNTY as authorized. These may include scope definitions, proposals for additional projects, scheduling, weekly coordination, including Tasks I and III.
 11. Obtaining Services for Others:
 - Provide subconsultant services to the COUNTY from approved subconsultants as authorized.
 12. Furnish renderings or models of projects, when requested and authorized, for the COUNTY'S use.
 13. Miscellaneous Studies:
 - Investigations involving detailed consideration of operations, maintenance and overhead expenses, and the preparation of rate schedules, earnings and expense statements; feasibility studies; appraisals and valuations; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with projects in the program contract construction performed by the COUNTY.

14. Extraordinary Construction-Related Services, including:
 - Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work on any contract, (3) prolongation of the construction contract time of any prime construction contract by more than 60 days, (4) acceleration of the work schedule involving services beyond normal working hours, and (5) default by Contractor under any prime construction contract.
 - Consultation or other services after completion of the Construction Phase, such as frequent inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any construction contract.
 - Preparing to serve or serving as a witness for the COUNTY in any litigation or other proceeding involving project.
15. Preparation of an operating manual for use by the COUNTY.
16. Extra Services:
 - Services not specifically defined heretofore that may be authorized by the COUNTY.
17. Resident Services During Construction.
 - If requested by the COUNTY or recommended by the CONSULTANT and agreed to in writing by the other party, a Resident Project Representative and assistants will be furnished and shall act as directed by CONSULTANT in order to provide more extensive representation at the Project site during the Construction Phase. The Resident Project Representative, through more extensive on-site observations of the work in progress, field checks of materials and equipment, and maintenance of job site records on conditions and activities, will assist the CONSULTANT in determining that the Project is proceeding in accordance with the Contract Documents, but the furnishings of such resident project representation shall not make the CONSULTANT responsible for construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or for Contractor's failure to perform the construction work in accordance with the Contract Documents.
18. Assist the COUNTY with Aviation Capital Improvements Program.
19. Assist the COUNTY with DBE program
 - DBE Training
20. Provide FAA-required "third-party review" of professional service contracts
21. Miscellaneous Services. Miscellaneous services to be provided shall include, but not be limited to, the following for projects in the program contract:
 - a. Certify compliance with financial covenants
 - b. Prepare scope of work packages including preliminary designs (35 percent complete) for preparation of final designs by others
 - c. Develop and implement Project Information Management Systems
 - d. Develop, implement and maintain Facilities Management Information Systems
 - e. Inventory existing facilities, update changes, maintain current computer program for use of facilities
 - f. Monitor and update lease exhibits as required
 - g. Prepare land acquisition engineering analyses, soils investigations, legal descriptions and surveys
 - h. Participate in compatible land-use planning in the vicinity of airports

- i. Develop forecasts of facilities requirements
- j. Participate in public information programs and/or public hearings relating to airport planning/development projects
- k. Evaluate reliever airport needs and commercial development plans
- l. Develop and monitor airport development schedules, budgets and cost estimates for the Capital Improvements Program
- m. Monitor project costs associated with bond programs/interim financing programs
- n. Coordinate interfaces between multiple contractors/designers work
- o. Maintain and update CADD-based Airport Layout Plans
- p. Maintain CADD-based Exhibit "A" Property Maps
- q. Review technical studies for compliance with COUNTY objectives and prepare technical studies upon request
- r. Coordinate land use development plans
- s. Ensure that FAA Form 7460, Notice of Intent to Construct, is submitted on timely basis for all proposed construction
- t. Monitor projects to assure compliance with "Assurances" relating to federal and state grant covenants
- u. Evaluate technical operations and maintenance problems with existing facilities
- v. Schedule cash-flow requirements and participate in economic analyses
- w. Assist in preparation of PFC applications
- x. Maintain and implement SIMMOD computer model and database
- y. Anticipate planning needs and initiate planning efforts in a timely manner, evaluate existing facility utilization and recommend changes for increased efficiencies
- z. Maintain and update utilities atlas
- aa. Monitor and maintain ground and aerial surveys
- bb. Monitor and maintain public information signage
- cc. Prepare videotape presentations
- dd. Other duties as requested by COUNTY and agreed to by CONSULTANT

22. Miscellaneous IT Support Services

This initial Work Program #1, as described herein, consists of nine tasks. As summarized below, these initial efforts have an overall budget of \$1,308,859.55.

LEVEL 1 TASKS:

TASK LEVEL / NO.	DESCRIPTION	BUDGET
Task I-23-PBI-E-001	PBI GA FIS	\$1,158,859.55
Sub-total (Level 1)		\$1,158,859.55

LEVEL 3 TASKS:

TASK LEVEL / NO.	DESCRIPTION	BUDGET
Task III-23-DOA-E-001	Misc. AEP and Construction Consulting Services	\$150,000.00
Sub-total (Level 3)		\$150,000.00

Grand Total (Work Program #1)	\$ 1,308,859.55
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Exhibit B contains a series of tables that provide more detail associated with the establishment of the fees prescribed above.

PALM BEACH DOA GENERAL CONSULTING SERVICES

EXHIBIT A-1

Palm Beach International Airport (PBI A) Task I-23-PBI-E-001: PBI GA FIS

Table of Contents

1.	Project Description.....	5
2.	General Administrative Effort & Project Management.....	5
2.1	Basic Service by Project Phase.....	5
2.1.1	Complete Professional Services.....	5
2.1.2	Project Meetings.....	5
2.1.3	Design Kickoff and Debriefing Meeting.....	6
2.1.4	FF&E Coordination.....	6
2.1.5	Artist Coordination.....	6
2.1.6	DOA Standard Specifications.....	6
2.1.7	LEED Certification.....	6
2.1.8	Quality Control.....	7
2.1.9	Project Management.....	7
3	Phase 1 Programing + Preliminary Design.....	7
3.1	Pre-design Phase.....	7
3.1.1	Stakeholder Register.....	7
3.1.2	Decision Making Process.....	7
3.1.3	Using Agency Surveys & Interviews.....	7
3.1.4	Preliminary Functions & Adjacency Development.....	7
3.1.5	Preliminary Budget Review.....	7
3.1.6	BIM Execution Plan.....	7
3.2	Site Identification.....	8
3.2.1	Utility Investigation.....	8
3.2.2	Survey and Geotechnical Investigation.....	8
3.2.3	Preliminary Site Visit & Photographic Site Documentation.....	8
3.3	Programming Option 1 – Develop New Program.....	8

3.3.1 Programming Objectives 8

3.3.2 Spatial Analysis..... 9

3.3.3 Flow Diagrams..... 9

3.3.4 Development Criteria 9

3.3.5 Preliminary Code Review 10

3.3.6 Preliminary Budget Review 10

3.3.7 Delivery Method Analysis 10

3.3.8 Program Report..... 10

3.4 Programming Option 2 – Owner Provide Program 10

3.4.1 Program Review and Analysis 10

3.4.2 Stakeholder Interviews..... 11

3.4.3 Program Update 11

3.4.4 Updated Development Criteria 11

3.4.5 Preliminary Code Review 11

3.4.6 Preliminary Budget Review 12

3.4.7 Delivery Method Analysis 12

3.4.8 Program Report..... 12

3.5 Phase 2 Schematic Design..... 12

3.5.1 Alternative Development..... 12

3.5.2 Design Concept / Schematics Report 12

4 Design Development Phase 15

4.1 Phase 3 Design Development / 30% Construction Documents 15

4.1.1 Civil Plans 15

4.1.2 Geotechnical Engineer’s Report..... 15

4.1.3 Floor Plans..... 15

4.1.4 Preliminary Room Finish Schedule 15

4.1.5 Preliminary Door Schedule 15

4.1.6 Life-safety Plans..... 15

4.1.7 ADA Plans 16

4.1.8 Plumbing 16

4.1.9 Exterior Elevations 16

4.1.10 Building Sections 16

4.1.11 Structural Drawings..... 16

- 4.1.12 Mechanical Drawings 16
- 4.1.13 Electrical Drawings 17
- 4.1.14 Landscape & Irrigation Drawings 17
- 4.1.15 Equipment and Furnishings..... 17
- 4.1.16 Outline Specifications..... 17
- 4.1.17 Color Boards..... 17
- 4.2 Phase 4 60% Construction Document Submittal 18
 - 4.2.1 Civil Plans 18
 - 4.2.2 Phasing Plans..... 19
 - 4.2.3 Landscape and Irrigation Drawings 19
 - 4.2.4 Floor Plans..... 19
 - 4.2.5 Demolition Plans 19
 - 4.2.6 Building elevations 20
 - 4.2.7 Building & Wall Sections 20
 - 4.2.8 Reflected Ceiling Plans 20
 - 4.2.9 Roof Plans..... 20
 - 4.2.10 Interior Elevations 20
 - 4.2.11 Casework Plans 20
 - 4.2.12 Detail Plans..... 20
 - 4.2.13 Room Finishes, Door & Window Schedules 21
 - 4.2.14 Structural Plans 21
 - 4.2.15 Mechanical Plans..... 21
 - 4.2.16 Electrical Plans 21
 - 4.2.17 Furniture & Equipment Plans..... 21
 - 4.2.18 Progress Construction Specifications 22
- 4.3 Phase 5 90% Construction Document Submittal 22
 - 4.3.1 Civil Plans 22
 - 4.3.2 Plans and Details 22
 - 4.3.3 Project Manual..... 23
 - 4.3.4 Statement of Probable Construction Cost 23
- 4.4 Phase 6 100% Construction Document Submittal 24
- 5 Post Design Phase (Not Applicable) 24
 - 5.1 Phase 7 Bid & Award (Not Applicable)..... 24

- 5.1.1 DOA Comment Reconciliation 24
- 5.1.2 Electronic Bid Set 24
- 5.1.3 Pre-Bid Meeting, Bid Request for Information, and Addendum Preparation 24
- 5.2 Phase 8 Administration of Construction Contract (Not Applicable) 24
 - 5.2.1 Site Visits 24
 - 5.2.2 Shop Drawings Review 24
 - 5.2.3 Interpretation of Plans & Specifications..... 24
 - 5.2.4 Punch List 25
 - 5.2.5 Record Documents 25
- 5.3 Phase 9 Warranty Administration & Post-Occupancy Services (Not Applicable)..... 25
 - 5.3.1 Warranty Inspections 25
- 6 Project Delivery Schedule 25
- 7 Professional Services Fee 25
- 8 Exclusions & Assumptions..... 26

1. Project Description

The Palm Beach County Department of Airports (DOA) is proposing to develop a new General Aviation Facility (GAF) for the U.S. Customs and Border Protection (CBP) at the Palm Beach International Airport (PBI or Airport). PBI is a Port of Entry (POE) and CBP’s existing GAF is located at the Southwest General Aviation Area. CBP indicated that the existing facility is insufficient to meet the demand & capacity of future needs. Generally located on the south side of the Airport, directly west of the 32-end of Runway 14-32, the proposed GAF will be accessed via Perimeter Road. The major GAF functional areas will include pre-processing waiting area, CBP processing area, post-processing passenger waiting area, CBP operational support area, detention suite, landside public lobby, and storage and building services area.

The proposed GAF will be carefully coordinated by our EXP Team:

Firm Name (CONSULTANT / SUBCONTRACTOR)	Type of Services
EXP US Services, Inc. (EXP/Consultant)	Prime, Architectural, Structural, Airfield Civil, Landside Civil, Mechanical, Plumbing, Fire Protection, QAQC
Brown & Phillips, Inc. (Subcontractor)	Survey and SUE
Cyriacks Environmental Consulting Services, Inc. (Subcontractor)	NEPA and Preliminary Wildlife Survey
Colomé & Associates, Inc. (Subcontractor)	Life Safety Plans and QAQC of Architectural
Quantum Electrical Engineering, Inc. (Subcontractor)	Electrical Engineering
Tierra South Florida (Subcontractor)	Geotechnical Investigation, Lead and Asbestos Screening

2. General Administrative Effort & Project Management

2.1 Basic Service by Project Phase

2.1.1 Complete Professional Services

EXP agrees to: (A) Provide complete professional architectural, engineering and/or other professional design services set forth in the Phases enumerated hereinafter and all necessary personnel, equipment and materials to perform services; (B) Complete those design services in accordance with the project schedule established herein (Section 6), (C) Participate in the DOA's programs of Value Engineering and Constructability Reviews throughout Phases I (Schematic Design), Phase II (Design Development) and Phase III (Contract Documents).

2.1.2 Project Meetings

EXP will schedule and attend a twenty-eight (28) bi-weekly project review and coordination meetings with representatives of the DOA throughout the Predesign Phase and Phases I through

IV of the Project. At each of these meetings, EXP and DOA will review the Project's budget, schedule, and scope along with EXP's development and progress to date on the respective phases of the Project and any special problems related to the continuing progress of the project. Meetings will also serve as a dedicated time for other relevant project stakeholders including internal DOA divisions and external stakeholders including Airlines, Customs & Border Protection, General Aviation, etc.

2.1.3 Design Kickoff and Debriefing Meeting

EXP will attend a Design Phase Kick-Off meeting and a Design Phase Debriefing meeting which will be scheduled by the DOA at the beginning and end of each of the Project's phases. The Design Phase Kick-Off meeting will provide a forum for the entire project team to review project goals, continuing project issues, and review performance expectations for the respective phase of the project. The Design Phase Debriefing Meeting will provide a forum in which the entire project team can provide feedback concerning team performance, communications, procedures, quality control and other related issues for current and future projects.

2.1.4 FF&E Coordination

As applicable EXP and its interior designer and/or interior architect will attend periodic furnishings and equipment coordination meetings as scheduled by the DOA during the Predesign, Schematic, Design Development and Construction Documents Phases of the Project. These meetings will be scheduled to address and coordinate the layout, selection, specification and documentation of furniture and equipment items for the project. *Members* of using agencies will attend these meetings to coordinate and communicate their functional requirements and preferences.

2.1.5 Artist Coordination (Not Applicable)

EXP, the DOA and the artist(s) selected by COUNTY will attend periodic coordination meetings throughout the project as scheduled by the DOA to address the incorporation of public art into the facility. These meetings will focus on the nature of the proposed artwork, the opportunities for integrating artwork into an efficient, economical building design, coordination of building systems and components with proposed artwork, coordination and documentation of artwork within the construction contract documents, and the artists' involvement and responsibilities during the construction process.

2.1.6 DOA Standard Specifications

EXP's services will conform to DOA's specifications (as they may be made available to EXP), including but not limited to, DOA's Design and Materials Standards Manuals, and DOA's Guidelines and Procedures Manual and Forms for capital projects, provided, however, that in the event of conflict the provisions of this agreement will govern and EXP will remain, as the Architect or Engineer of Record, responsible for the content and accuracy of EXP's documents generated for this project.

2.1.7 LEED Certification

EXP will pursue design principles and guidelines established by the United States Green Building Council (USGBC) for achieving a "green" LEED Certified Building as part of Basic Services.

Professional services required for the achievement of any level of LEED certification through the USGBC as may be elected by the DOA for the Project and will be provided under Basic Services.

2.1.8 Quality Control

EXP, as standard practice, will conduct a QA/QC session that will review the project deliverables in their entirety to ensure internal quality standards are met. Dedicated personnel from the design team will perform this task and setup proper stance for the upcoming stages of the project.

2.1.9 Project Management

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

2.1.10 Monthly Progress Reporting

EXP will issue monthly progress reports with each invoice to the Airport project manager during the duration of the project.

3 Phase 1 Programing + Preliminary Design

3.1 Pre-design Phase

3.1.1 Stakeholder Register

Establish a listing of DOA, Using Agency and other representatives who will be providing information or feedback to EXP during the programming process. Include in this listing the Representative's name, title, organization, address, phone, fax and e-mail address. EXP will periodically review, update and distribute this list throughout this and subsequent Project phases.

3.1.2 Decision Making Process

Establishing and verifying a chain of responsibility or decision making in DOA's project and functional organizations for use in later decision making during the programming process and subsequent design phases.

3.1.3 Using Agency Surveys & Interviews

Develop and implement user surveys, personal and group interviews, focus groups and other information gathering techniques necessary to establish and verify functional and spatial relationships, work flow and other related criteria.

3.1.4 Preliminary Functions & Adjacency Development

Obtaining, verifying and further developing the DOA's preliminary list of building functions and spaces. Obtaining DOA's and/or using party's applicable space standards for use on subsequent programming tasks.

3.1.5 Preliminary Budget Review

Obtain and review the DOA's building construction and operating cost estimates.

3.1.6 BIM Execution Plan

EXP will develop a project specific BIM execution plan. This BIM Execution Plan will serve as the modeling guideline for the project's base BIM and subsequent design phases.

3.2 Site Identification

3.2.1 Utility Investigation

EXP will evaluate the utility information provided by DOA to determine the existing utilities that will be impacted by the proposed project elements. Subsequent design phases will include the calculation of additional utility loads imposed by the Project and a determination of the modifications needed to the existing utilities to ensure adequacy to accommodate demand.

3.2.2 Survey and Geotechnical Investigation

EXP will review survey information provided by the DOA and furnish any survey information that is required for completion of the Project. During this phase, the EXP Team may perform 3D scans of Project areas to allow for the creation of a BIM Model of the Project areas. Geotechnical survey of select areas will be performed by EXP to determine soil characteristics required for proper design of the Project elements.

3.2.3 Environmental Testing Lead & Asbestos

An asbestos sampling survey will be conducted of the existing GA FIS building. The purpose of the asbestos sampling survey is to determine the presence of materials and surfaces that commonly contain asbestos. At the completion of the field and laboratory work, our subconsultant will prepare a report outlining the field procedures, findings and observations.

3.2.4 Environmental Field Review

CECOS biologists will perform one daytime field review to 1) conduct the necessary environmental survey required for CatEx documentation, 2) determine whether the project area is likely to provide suitable habitat for listed species, 3) determine whether listed species are detected within the project area at the time of survey, and 4) given that burrowing owl (*Athene cunicularia*) may be present within the project area, CECOS will also conduct a preliminary (presence/absence) burrowing owl survey. If listed species or burrowing owl burrows are observed on site, CECOS will document the number of individuals observed, their location, and any associated burrows/nests.

EXP will provide escorting services to CECOS for the 1-day duration of their field review.

3.2.5 Preliminary Site Visit & Photographic Site Documentation

EXP will conduct an in-person walkthrough with DOA staff to identify all visible and readily accessible areas included as part of the Project to ensure a comprehensive walkthrough. EXP will perform a visual inspection of the data received from DOA. Walkthrough and observations will be limited to accessible areas only.

3.3 Programming Option 1 – Develop New Program (Not Applicable)

3.3.1 Programming Objectives

EXP will develop and submit space requirements and program to establish the following detailed requirements for the Project: design objectives, limitations and criteria; spatial and functional

relationships; functional responsibilities of personnel; flexibility and expandability; and special equipment and systems.

3.3.2 Spatial Analysis

EXP will develop and submit the program's description of occupancy needs and spatial allocation by coordinating with DOA Staff (including building user groups and others as necessary) and:

- 3.3.2.1 Establishing criteria for importance of room functions and relationships.
- 3.3.2.2 Creating a Spatial Interaction Matrix (list of departments, divisions or offices or other suitable subdivision that shows their relationship to others).
- 3.3.2.3 Creating room by room spatial interaction diagrams showing all room relationships.
- 3.3.2.4 Identifying numerical ratings of the importance of relationships of each room to other rooms.
- 3.3.2.5 Making link and node diagrams to show departmental and room relationships identified in the interaction matrices.
- 3.3.2.6 Making bubble diagrams indicating spaces with relationships and their importance rankings.
- 3.3.2.7 Manipulating bubble diagrams until link crossovers (plan conflicts) are eliminated.
- 3.3.2.8 Creating horizontal and vertical diagrammatic block plans with relative spatial requirements with identification of all rooms, corridors, and vertical circulation and exit analysis.
- 3.3.2.9 Determine preliminary structural, mechanical, and other engineering systems.
- 3.3.2.10 Developing and documenting relative spatial areas for all departments, rooms; mechanical, vertical transportation; service, exit stairs and corridors; and horizontal circulation.

3.3.3 Flow Diagrams

EXP will develop and submit space and flow diagrams consisting of diagrammatic studies and pertinent descriptive text for: internal functions; human, vehicular and material flow patterns; site requirements; general space allocations; adjacency and material handling.

3.3.4 Development Criteria

EXP will develop and submit the program's description of site development criteria, building configuration, construction, and material standards by:

- 3.3.4.1 Listing required or optional provisions for phased construction and future additions.
- 3.3.4.2 Identifying property building line limitations to estimate ground level building areas.
- 3.3.4.3 Verifying and documenting site restrictions such as building heights, setbacks, etc.
- 3.3.4.4 Identifying orientation considerations for solar, views, street access, etc.
- 3.3.4.5 Identifying options of numbers of building stories and total height based on estimated floor plan areas and overall occupancy.
- 3.3.4.6 Estimating size(s) of core area(s) required for:
 - 3.3.4.6.1 Mechanical services.
 - 3.3.4.6.2 Electrical services.
 - 3.3.4.6.3 Vertical transportation.
 - 3.3.4.6.4 Egress Stair.
- 3.3.4.7 Estimating and documenting structural spans required to-suit room spatial needs.
- 3.3.4.8 Identifying options of building configuration based on functions, occupancies, site limitations, orientation, height, spans and structural system.

- 3.3.4.9 Identifying and documenting building cladding and fenestration suited to construction, structural, functional, and cost considerations.
 - 3.3.4.10 Identifying and documenting interior partitioning, flooring, and ceiling systems suited to construction, structural, functional, and cost considerations.
 - 3.3.4.11 Identifying and documenting any "DOA Preferences" for interior and exterior construction types, space planning, site planning, space functionalities, building systems and assemblies, room types, building envelopes, and maintenance and operational considerations.
 - 3.3.4.12 Identifying and documenting goals for integrating public art into the project.
- 3.3.5 Preliminary Code Review
EXP will research and document all codes, laws, rules, regulations and ordinances pertaining to the property, building type and probable building design established by other programming tasks.
- 3.3.6 Preliminary Budget Review
EXP will examine the estimated construction costs furnished by the DOA. EXP will notify the DOA if serious discrepancies and/or deficiencies which would impact the Project and its subsequent stages of development are found. EXP will advise the DOA if budget and program are not compatible.
- 3.3.7 Delivery Method Analysis
EXP will confer with the DOA and develop recommendations concerning the construction delivery methods (design-bid-build, construction management (CM), CM at Risk, fast-track, phased project, etc.) and the related bidding and/or selection processes necessary to select the construction delivery agent (Contractor, Construction Manager, etc.). These recommendations will include a discussion of how the future design documentation (including schematics, design development, construction document and bidding documents) must be developed to accurately and thoroughly communicate the construction process related to each of the optional construction delivery methods. Discussion will also include an analysis of project cost and schedule implications of selecting the respective alternative construction delivery methods.
- 3.3.8 Program Report
EXP will prepare a Program Verification Architecture/Engineering Report summarizing the results of Programming efforts for DOA review. The Report is anticipated to include documentation of visual examination of existing conditions, summary of discrepancies and deficiencies noted between documentation provided by DOA and existing conditions, EXP review and comments to Project Budget, preliminary outline of utilities that may be impacted during implementation of Project elements, and summary of surveying and geotechnical engineering performed during this Phase.
- 3.4 Programming Option 2 – Owner Provided Program
- 3.4.1 Program Review and Analysis
EXP will provide an in-depth review and confirmation of the preliminary architectural program attached to this Scope of Services as Attachment 4. EXP's services will culminate in EXP's submittal of a comprehensive programming document comprised of both electronic and hardcopy formats edited to include the design goals and criteria for both the building and the project's specific site.

3.4.2 Stakeholder Interviews

EXP will conduct a series of interviews, facilitated by the DOA, with the responsible using agency and other building users. Through these interviews, observations and other independent research, EXP will verify space requirements and program goals presented in the preliminary architectural program. EXP will refine the preliminary program to reflect the results of that verification and will provide a finalized, detailed set of goals and requirements for the Project including design objectives, limitations and criteria; spatial and functional relationships; functional responsibilities of personnel; flexibility and expandability; special equipment and systems; and specific criteria related to the project's specific site location.

3.4.3 Program Update

EXP will verify, confirm and modify (as needed) the preliminary program's description of occupancy needs and spatial allocation by coordinating with DOA Staff (including building user groups and others as necessary). Include all space and flow diagrams, diagrammatic studies and descriptive text for: internal functions; human, vehicular and material flow patterns; site requirements; general space allocations; adjacency and material handling.

3.4.4 Updated Development Criteria

EXP will develop the program's project specific description of site development criteria, building configuration, construction, and material standards by:

- 3.4.4.1 Listing required or optional provisions for phased construction and future additions.
- 3.4.4.2 Identifying property building line limitations to estimate ground level building areas.
- 3.4.4.3 Verifying and documenting site restrictions such as building heights, setbacks, etc.
- 3.4.4.4 Identifying orientation considerations for solar, views, street access, etc.
- 3.4.4.5 Identifying options of numbers of building stories and total height based on estimated floor plan areas and overall occupancy.
- 3.4.4.6 Estimating size(s) of core area(s) required for:
 - 3.4.4.6.1 Mechanical services.
 - 3.4.4.6.2 Electrical services.
 - 3.4.4.6.3 Vertical transportation.
 - 3.4.4.6.4 Egress Stair.
- 3.4.4.7 Estimating and documenting structural spans required to-suit room spatial needs.
- 3.4.4.8 Identifying options of building configuration based on functions, occupancies, site limitations, orientation, height, spans and structural system.
- 3.4.4.9 Identifying and documenting building cladding and fenestration suited to construction, structural, functional, and cost considerations.
- 3.4.4.10 Identifying and documenting interior partitioning, flooring, and ceiling systems suited to construction, structural, functional, and cost considerations.
- 3.4.4.11 Identifying and documenting any "DOA Preferences" for interior and exterior construction types, space planning, site planning, space functionalities, building systems and assemblies, room types, building envelopes, and maintenance and operational considerations.
- 3.4.4.12 Identifying and documenting goals for integrating public art into the project.

3.4.5 Preliminary Code Review

EXP will research and document all codes, laws, rules, regulations and ordinances pertaining to

the property, building type and probable building design established by other programming tasks.

3.4.6 Preliminary Budget Review

EXP will examine the estimated construction costs furnished by the DOA. EXP will notify the DOA if serious discrepancies and/or deficiencies which would impact the Project and its subsequent stages of development are found. EXP will advise the DOA if budget and program are not compatible.

3.4.7 Delivery Method Analysis

EXP will confer with the DOA and develop recommendations concerning the construction delivery methods (design-bid-build, construction management (CM), CM at Risk, fast-track, phased project, etc.) and the related bidding and/or selection processes necessary to select the construction delivery agent (Contractor, Construction Manager, etc.). These recommendations will include a discussion of how the future design documentation (including schematics, design development, construction document and bidding documents) must be developed to accurately and thoroughly communicate the construction process related to each of the optional construction delivery methods. Discussion will also include an analysis of project cost and schedule implications of selecting the respective alternative construction delivery methods.

3.4.8 Alternative Development

EXP will present two alternative design solutions to the DOA to illustrate optional creative responses to the architectural program. The DOA will convene a schematic design review conference at which EXP will review with the DOA (and using agency and other concerned parties) these alternative solutions. Alternative approaches should address both design and construction of the project; site use and improvements; selections of materials, building systems and equipment; potential construction methods and methods of project delivery; and EXP's recommendations concerning the presented alternatives. The DOA will identify a preferred design solution which will then form the basis of EXP's continuing work on the project and the primary content of the Design Concept and Schematics Report further described below.

3.4.9 Program Report

EXP will prepare a Program Verification Architecture/Engineering Report summarizing the results of Programming efforts for DOA review. The Report is anticipated to include documentation of visual examination of existing conditions, summary of discrepancies and deficiencies noted between documentation provided by DOA and existing conditions, EXP review and comments to Project Budget, preliminary outline of utilities that may be impacted during implementation of Project elements, and summary of surveying and geotechnical engineering performed during this Phase.

3.5 Phase 2 Schematic Design

3.5.1 Design Concept / Schematics Report

EXP will prepare, submit and present for approval by the DOA a Design Concept and Schematics Report, comprised of the Schematic Design Documents listed below including an identification of any special requirement(s) affecting the Project:

3.5.1.1 "Space Chart Form" formatted to list all spaces within the project by room number,

room title and net square foot area. The Space Chart Form must also include a listing of the project's total net square foot area, total gross square foot area, and an efficiency percentage derived from the ratio of total net to total gross square foot areas.

- 3.5.1.2 A copy of a site survey with the following information: the legal description of the site, acreage, points of the compass, contours, overall dimensions, vegetation, trees, hardscape elements, adjacent highways and roads, information about ownership and use of adjacent land, locations of on- and off-site utility connections, utility service point entry locations, parking areas, service areas, play areas, athletic fields, bus pick-up areas, parent pick-up areas, existing buildings with height, mechanical cooling towers and chillers, floor elevations.
- 3.5.1.3 Concept Drawings. These documents will be schematic drawings responding to the predesign documentation and architectural program requirements illustrating the general scope, scale, and relationship of project components. Documents will include, as a minimum, the following in addition to other graphic or descriptive materials EXP may deem necessary to adequately communicate the project:
 - 3.5.1.3.1 A site plan showing acreage, points of the compass, scale, contours and general topographical conditions, flood plain elevation and velocity zone, over-all dimensions, adjacent highways, roads, off-site improvements, emergency access, fire hydrants, power transmission lines, ownership and use of adjacent land, walks and paths, vehicle and bike parking areas, preliminary chiller plant/cooling tower/electrical vault locations, accessibility for the disabled, service areas, loading docks, play areas, athletic fields, bus and car loading zones, existing buildings and use, location of proposed building(s) and future additions, relocatable or temporary structures, preliminary soil borings.
 - 3.5.1.3.2 Floor plans showing points of the compass, over-all dimensions, identity of each space, proposed door locations, accessibility for the disabled, room numbers, occupant load of each space, proposed passive design and low energy usage features, possible community service/use areas, mechanical and electrical rooms, any existing buildings and use, future additions, and phased construction.
 - 3.5.2.2.1.1 Provide life-safety plan(s) delineating the necessity for and initial decisions concerning exits, provisions for accessibility for the physically challenged, fire walls, protected corridors, smoke partitions, fire alarm systems, fire sprinkler systems, room names and numbers, and any other life-safety features relevant to the facility. Indicate those facilities, or portions thereof, that will serve as emergency shelters or which have been designed to incorporate special emergency preparedness features or equipment including a brief notation of those design features and/or equipment.
 - 3.5.2.2.1.2 Provide ADA plan(s) delineating the necessity for and initial decisions concerning compliance with the Florida Accessibility Code for Building Construction. Include graphics and notations delineating accessible routes, parking, elevators/ramps/lifts, toilet facilities, tactile warnings, signage, telephones, assistive listening systems,

and other building equipment and features that will provide accessibility.

- 3.5.1.3.3 Provide elevations and sections of the building to fully illustrate and indicate the mass and character of the facility including fenestration, openings, walkways, vertical transportation (elevators, escalators, lifts, ramps and stairs), preliminary material selections, and other building features and spatial relationships.
- 3.5.1.3.4 Landscape Concept Drawings indicating preliminary locations and character of proposed landscaped areas that will conform to required zoning and development codes and other jurisdictional requirements of project's location.
- 3.5.1.3.5 Preliminary graphics, concept sketches and other supplementary materials suggesting proposed locations for integrated public art.
- 3.5.1.3.6 A Preliminary Project Description comprised of a narrative discussion of preliminary material selections, components, assemblies, and systems (including proposed landscape, civil, structural, mechanical, and electrical design elements, components and systems) to be used in the project. The Preliminary Project Description will incorporate and address Value Engineering and Constructability issues raised during this project phase.
- 3.5.1.3.7 Mechanical Requirements Specific to project: Provide a listing of capacities for existing HVAC equipment and the available tonnage for the new connected load. Provide a survey of the condition of the existing mechanical equipment.
- 3.5.1.3.8 Electrical Requirements Specific to project: Provide an electrical load analysis for the existing facility for existing and new loads. Provide a survey of the condition of the existing electrical equipment.
- 3.5.1.3.9 A Project Development Schedule: EXP will prepare a schedule of services (Project Development Schedule) for approval by the DOA. Such schedule will show activities including but not limited to EXP efforts and DOA (and other municipal/agency) reviews and approvals required to complete the design services.
- 3.5.1.3.10 The Statement of Probable Construction Cost: EXP will submit to DOA for review and approval a schematic design phase estimate of probable construction cost itemized by major categories and projected to the expected time of bid.

3.5.2 Presentation Meeting

Following the submission of this Phase 2 Schematic Design, EXP will hold a presentation meeting with the DOA and stakeholders outlining the submission's design choices, layout, content, and any other relevant information. Initial comments will be discussed with the DOA and stakeholders.

3.5.3 Design Comment Review Meeting

Following two (2) weeks after the Presentation Meeting, EXP will hold a design comment review meeting. This meeting will be used to collect input from the DOA and stakeholders that will further refine our design in future phases.

4 Design Development Phase

4.1 Phase 3 Design Development / 30% Construction Documents

After DOA approval of the Schematic Design Documents and any adjustments authorized by the DOA in the Project Scope or Project Budget, EXP will prepare and submit Design Development Phase documents, comprised of the following:

4.1.1 Civil Plans

Civil site plan(s) showing, in addition to Phase I site survey requirements, landscaping, drainage, water retention ponds, sewage disposal and water supply system, chilled water supply and return piping and such physical features that may adversely affect or enhance the safety, health, welfare, visual environment, or comfort of the occupants.

4.1.2 Geotechnical Engineer's Report

Soil testing results including a copy of the Geotechnical Engineer's report on the site including soil borings and other testing necessary to determine the subsurface conditions on site. When unusual soil conditions or special foundation problems are indicated, submit the proposed method of treatment and any recommendations for additional special testing.

4.1.3 Floor Plans

4.1.3.1 A floor plan drawn at an architectural scale that will allow the entire facility to be shown on one sheet, without breaklines and which indicates project phasing as applicable to the Project.

4.1.3.2 Floor plans drawn at 1/8 inch or larger scale showing occupied spaces or special rooms with dimensions, equipment and furnishing layouts, sanitary facilities, stairs, elevators, and identification of accessible areas for the disabled.

4.1.3.3 A furniture and equipment plan at an architectural scale that will allow the entire facility (or respective floor of a multi-story building) on a single drawing sheet.

4.1.3.4 Floor plans: Indicate all existing spaces, exits, plumbing fixtures and locations, and any proposed changes to existing conditions. Distinguish between new and existing areas for renovation, remodeling, or an addition.

4.1.3.5 Large scale plans (at a minimum of ¼ inch scale) for restrooms, kitchens, stairs, and other spaces that require detailed delineation of furniture, fixture and equipment. Provide detailed plans (at a minimum of ½ inch scale) for mechanical rooms, electrical rooms, PBX rooms, and elevator machine rooms.

4.1.3.6 Reflected ceiling plan(s) (corresponding to scale, orientation and layout of building floor plans) indicating light fixture layout, air diffusers and return grilles, other ceiling mounted mechanical/plumbing system components, ceiling mounted electrical system components, proposed soffits, ceiling height changes, ceiling material changes, access panels, and other principal ceiling design features.

4.1.4 Preliminary Room Finish Schedule

4.1.5 Preliminary Door Schedule

4.1.6 Life-safety Plans

4.1.6.1 Life-safety plans to show exit strategy, rated doors, rated walls and partitions,

emergency wall openings, ramps, vertical lifts and other life safety equipment applicable to the project such as working stage protection, range and fume hoods, eye wash, emergency showers, etc.

4.1.6.2 Indicate and provide information concerning occupancy type, construction type, building area(s) (in square feet), total building occupancy, fire zone, maximum travel distances allowed/provided, maximum dead end corridor allowed/provided, minimum exit corridor width allowed/provided, UL and/or other classification(s) of proposed finishes, determination that building has fire sprinklers, notations concerning installation of life safety equipment by certified specialty sub-contractors pursuant to Florida Administrative Code, Florida Statutes, and other applicable rules and regulations.

4.1.6.3 By symbol, indicate exits (required/provided), fire extinguishers, fire alarm equipment, annunciator panels, smoke vents, master valves and emergency disconnects, emergency exit lighting, emergency power equipment, fire sprinklers, fire valve cabinets, exit signs, smoke and fire dampers, generator(s) and other life-safety equipment relevant to the facility.

4.1.7 ADA Plans

Provide updated ADA Plan(s) indicating the further development of the facility's accessible features indicating the methods used to permanently define the means of egress, such as surface finish or color for open office and administrative spaces.

4.1.8 Plumbing

Plumbing fixture locations, fixture schedule and fixture unit calculations.

4.1.9 Exterior Elevations

All exterior building elevations and sufficient building sections as necessary to fully illustrate and indicate the scale, massing and spatial relationships of the facility.

4.1.10 Building Sections

Typical building sections to show vertical dimensions, proposed construction materials, and relationship of finished floor to finished grades.

4.1.11 Structural Drawings

Preliminary Structural Drawings including plans and sections indicating systems, connections and foundations. These drawings may be structural roughs.

4.1.12 Mechanical Drawings

Mechanical Drawings including floor plans, reflected ceiling plans and diagrams of the facility's air conditioning (HVAC), plumbing, fire sprinkler and other mechanical building systems required for distribution and disposal of solids, fluids and gases within the facility. Include duct layout, air handling equipment, return air systems, fresh air intakes, air handling equipment, plumbing lines, equipment and fixtures, location of grease trap(s), LP gas tank location, natural gas pipe lay out, and any tie in or connection to existing utilities. Enhance systems description to include a description of proposed HVAC system equipment including the chiller, pumps, AHU's, cooling

tower, electric duct heaters, etc. Ductwork may be presented as single line diagrams except for those areas in which ductwork or other air handling equipment is large, within tightly confined or unusually configured spaces, or within close proximity to other duct runs and/or equipment.

4.1.13 Electrical Drawings

Electrical Drawings including reflected ceiling plans, lighting layouts for the outdoors and interior spaces, and a one line diagram of the electrical distribution showing electrical outlets for all systems in all spaces. Indicate location of all the main components of the electrical system such as transformers, panels, and main switch board, and emergency generator, location of communications consoles, cable or closed circuit television head- ins, radio antennas, and satellite and short wave dish antennas and equipment, master clock, fire alarm panel. Include principal equipment and rack locations for computer networking, telecommunications and other communications/computer systems. Show locations of all primary building mechanical equipment such as chillers, air handler units, etc. and their respective electrical connections. Provide plans which indicate preliminary locations of telephone, power and computer networking connections necessary for each space within the facility. Delineate preliminary cable tray or floor duct distribution systems after consulting with DOA to determine DOA's preference.

4.1.14 Landscape & Irrigation Drawings

Landscape and Irrigation Drawings including preliminary designs for a code conforming landscape layout and supporting irrigation system. Landscape drawings should indicate preliminary locations of major planting areas (trees and planting beds), existing plant materials designated to remain and requiring protection, preliminary plant species selections, and any "special" landscape features. Irrigation system drawings should indicate preliminary system selections, water sources and schematic distribution concept.

4.1.15 Equipment and Furnishings

4.1.15.1 Equipment and Furnishing Schedules: Indicating equipment and furnishing items that will be provided by the Contractor and those that will be provided by the DOA or others. Provide documents in hardcopy or electronic media as developed on either spreadsheet or database software. Format schedule on a "by room" basis to include the room numbers and room names established for each space. Assign a unique identifying number to each piece of furniture and/or equipment scheduled.

4.1.15.2 Equipment and Furnishing Drawings: Provide floor plans indicating the locations, scale and proposed arrangement of all furniture and equipment items including those that will be provided by the Contractor and those that will be provided by the DOA or others

4.1.16 Outline Specifications

Organized according to the Specification Section numbering system specified in the Construction Specifications Institute's current edition of MasterFormat. Complete for Divisions 2 through 16 documenting project decisions and giving general description of all finishes, materials, and systems including civil, structural, HVAC, electrical, plumbing, and specialty items, including fire sprinklers, alarm systems, electronic controls and computer networking components.

4.1.17 Color Boards

Preliminary colorboards to communicate preliminary material types and color selections for all basic building finish materials with the DOA

4.1.18 Statement of Probable Construction Cost

An Updated Statement of Probable Construction Cost as indicated by time factor, changes in requirements, or general market conditions

4.1.19 Presentation Meeting

Following the submission of this phase's submission, EXP will hold a presentation meeting with the DOA and stakeholders outlining the submission's design choices, layout, content, and any other relevant information. Initial comments will be discussed with the DOA and stakeholders.

4.1.20 Design Comment Review Meeting

Following two (2) weeks after the Presentation Meeting, EXP will hold a design comment review meeting. This meeting will be used to collect input from the DOA and stakeholders that will further refine our design in future phases.

4.2 Phase 4 60% Construction Document Submittal

After DOA approval of the Design Development Phase documents and any adjustments in the scope or quality of the project by the DOA, EXP will prepare and submit Final Construction Documents setting forth in detail the requirements for the construction of the Project. EXP will make a 60% Construction Document Submittal, for approval by the DOA, which will include the following:

4.2.1 Civil Plans

Site Plan(s) and detailing which, in addition to the Phase II requirements, indicate:

- 4.2.1.1 Legal description, property lines, location of applicable easement lines, setback lines, other restrictive lines or limits, existing site features or amenities to remain, limits of Work area, locations of temporary structures, and staging areas and related Contractor facilities for use during execution of the Work.
- 4.2.1.2 Site Demolition plans.
- 4.2.1.3 Spot elevations, based on the civil grading plan, for the perimeter of the new additions, sidewalk, or any other areas pertinent to the drainage of rainwater.
- 4.2.1.4 Location of storm water and roof drainage systems, including catch basins, retention areas, piping, culverts, control devices and other system components.
- 4.2.1.5 Parking lot lighting poles location and type.
- 4.2.1.6 Final location for manholes, handholes, pull boxes.
- 4.2.1.7 Layout of underground distribution systems (normal power emergency power, fire alarm, master clock, intercommunication, computer networking, television, telephone, radio (or other communications systems, antennas, etc.), security, control and spares).
- 4.2.1.8 Details of all curbing, typical parking spaces (regular and accessible), accessibility ramps and curb cuts, light fixtures, flagpole and fence foundations, and any other site improvement or condition pertinent to the scope of work.
- 4.2.1.9 Plans and details of new site equipment or furnishings including site improvements and equipment, pavements, shelters, accessory structures, signage and kiosks, planters, seating areas, vehicular and parking equipment, landscape accessories, site

and security lighting, art work (and associated footings, supports, lighting and other accessories), security and pedestrian safety devices, traffic control devices, loading dock equipment, dumpster and recycling areas, and other equipment or improvements appropriate and necessary for the project as determined by the DOA.

4.2.2 Phasing Plans

A phasing plan to delineate the order of the construction and delineating staging and storage areas, temporary buildings or structures, temporary utilities, other temporary constructions, construction access (including parking and delivery locations), haul routes, site barriers, traffic control devices, and other area designations and protective measures to control and separate staff and the public from construction activities and traffic.

4.2.3 Landscape and Irrigation Drawings

Landscape plans and detailing including: a plant list clearly referenced and targeted, details for shrub and tree plantings, identification of plants and trees to remain (with associated plans and details of their protection, maintenance and care during the project), identification of plants to be removed or relocated (including details and specifications for their preparation, replanting, maintenance or disposal), and other necessary documentation to ensure healthy and vigorous plant growth. Irrigation plans and details delineating the entire area of the project, and addressing necessary connections, alteration, repair or replacement of any existing irrigation systems and irrigation requirements for plant materials provided or retained on site during the project.

4.2.4 Floor Plans

Floor Plans including:

- 4.2.4.1 All dimensions and any target notes explaining the extent of Work, wall types, or other component, assembly or direction regarding the Construction.
- 4.2.4.2 Note all chases and delineate all rainwater leaders.
- 4.2.4.3 Show structural tie columns and coordinate with the floor plan.
- 4.2.4.4 Target interior elevations.
- 4.2.4.5 Delineate and note all built-in cabinetry or equipment.
- 4.2.4.6 Identify room and door numbers with all spaces and doors having individual numbers.

4.2.5 Demolition Plans

Indicate required demolition activities:

- 4.2.5.1 Provide separate demolition plan(s) and other drawings (elevations, sections, etc.) if the scope of work includes demolition which is too excessive to indicate drawings depicting new construction.
- 4.2.5.2 Indicate notes on the extent of the demolition: address dimensions at locations where partial walls are being removed or altered, existing room names and numbers, existing partitions, equipment, plumbing, HVAC or electrical elements.
- 4.2.5.3 Include notes dealing with repair of existing areas as a result of demolition.
- 4.2.5.4 Delineate any modifications to existing buildings involving structural elements within the structural documents rather than on the architectural.
- 4.2.5.5 Provide detailing for protective barriers and safeguards (indoor and outdoor) to provide separation of construction activities and protection of DOA's existing facilities.

4.2.6 Building elevations

Building elevations developed further than at the Design Development Phase and including delineation of building joints (including dimensionally located stucco control joints), expansion joints, material locations, elevation heights, color scheme, special finishes, and other building features.

4.2.7 Building & Wall Sections

Building and wall sections to establish vertical controls and construction types for the Project. Include clear graphics, and notes on construction assemblies and systems to be used, dimensions, heights. Provide associated detailing to further delineate solutions for connections.

4.2.8 Reflected Ceiling Plans

Reflected ceiling plans indicating ceiling types, heights, light fixture types, speakers, outlets, alarms, mechanical diffuser locations, sprinkler heads (if area includes sprinklers) and any other ceiling mounted device, equipment, fixture and/or finish. Delineate and detail any dropped soffits or joint conditions between different materials. Ensure coordination with architectural, electrical, mechanical and plumbing disciplines and work of any applicable Subconsultants.

4.2.9 Roof Plans

Indicating all roof penetrations, including drains, scupper, mechanical exhaust fans, any other equipment on the roof, slopes of roof with elevations shown, type of roofing system to be used, expansion joints, curbs, and other roof accessories. Provide dimensions to locate the items noted previously, and show detail targets where necessary to reference detailed drawings elsewhere in the drawings.

4.2.10 Interior Elevations

Interior elevations of all room designs (where those rooms house casework, built-in furniture, variations in material finishes, wall mounted equipment or specialty items, graphics, artworks, plumbing, mechanical or electrical fittings, fixtures or equipment, or other improvement that cannot be shown as a standard detail for several similar rooms) including detail targets referencing cabinetry details, dimensions and heights, notes indicating type of equipment (and whether equipment is in or out of contract), wall materials, finishes, and accessories. the drawings.

4.2.11 Casework Plans

Details of casework as necessary to appropriately delineate custom or pre-manufactured casework. Provide appropriate schedules referencing manufacturer's numbers or catalogs, finishes, hardware and other construction characteristics.

4.2.12 Detail Plans

Detail drawings including:

4.2.12.1 Door jamb, head and sill conditions including delineation of required fire ratings for assemblies and components, electrical power requirements and connections to fire alarm, security and other building automation systems within the project or the existing facility.

4.2.12.2 Wall and partition types including identification of rated assemblies and product limitations and tolerances relative to those ratings.

- 4.2.12.3 Window head, sill and jamb conditions, and anchorage methods shown, in lieu of referencing to manufacturer's standards.
- 4.2.12.4 Interior signage to include room and building identification, directional signage, directories, emergency exiting and equipment signs, occupancy and other code mandated signage, and any other items pertinent to the identification of the project. Coordinate and delineate electrical connections and power requirements.
- 4.2.13 Room Finishes, Door & Window Schedules
Room finish, door and window schedules coordinated with the floor plans developed beyond the Design Development Phase.
- 4.2.14 Structural Plans
Structural foundation and framing plans, with associated diagrams, schedules, notes, detailing and section drawings completed sufficiently to communicate the design intent and coordination with other disciplines.
- 4.2.15 Mechanical Plans
Mechanical drawings including:
 - 4.2.15.1 Provide double line duct work layout and HVAC equipment layout drawings with related diagrams, schedules, notes, detailing and section drawings completed sufficiently to communicate the design intent and coordination with other disciplines.
 - 4.2.15.2 Provide plumbing equipment and fixture layout drawings with related diagrams, schedules, fixture schedules, notes, detailing and section drawings completed sufficiently to communicate the design intent and coordination with other disciplines.
 - 4.2.15.3 Provide 1/2 inch scale plans, elevations and sections of the mechanical rooms showing service clearance, room openings, nominal equipment size, ceiling height, duct clearance between bottom of joist and top of ceiling and any ceiling mounted lighting fixtures, electrical equipment or other building assembly or component, etc..
- 4.2.16 Electrical Plans
Electrical drawings including:
 - 4.2.16.1 Lighting including circuiting and luminaire identification and switching. Also provide illuminance computer printout for all indoor typical indoor spaces and parking lots.
 - 4.2.16.2 Convenience outlets and circuiting, special outlets and circuiting, television outlets, and power systems and equipment. Provide riser diagrams for all electrical systems including master clock, intercom, fire alarm, cable television, computer networking/telephone. Also, provide for emergency and normal power distribution. Provide luminaire schedule.
 - 4.2.16.3 Panel schedule may be in preliminary form but circuitry must be included.
 - 4.2.16.4 Applicable installation details.
 - 4.2.16.5 General legend and list of abbreviations.
 - 4.2.16.6 Voltage drop computation for all main feeders.
 - 4.2.16.7 Short circuit analysis.
 - 4.2.16.8 Provide 1/2" scale floor plan and wall elevations for all electrical rooms.
 - 4.2.16.9 Indicate surge protector for main switchboard and electrical panels.
- 4.2.17 Furniture & Equipment Plans

Updated Furniture and Equipment Plans and Furniture and Equipment Schedules indicating "In Contract" and "Not In Contract" furniture and equipment items, loose furniture and systems furniture and their location within facility.

4.2.18 Progress Construction Specifications

Organized according to the Specification Section numbering system specified in the Construction Specifications Institute's current edition of MasterFormat. An updated progress set of Divisions 2 through 16 with each section developed to include CSI's standard 3-part section and page formats with full paragraph numbering.

4.2.19 Statement of Probable Construction Cost

An Updated Statement of Probable Construction Cost as indicated by time factor, changes in requirements, or general market conditions

4.2.20 Presentation Meeting

Following the submission of this phase's submission, EXP will hold a presentation meeting with the DOA and stakeholders outlining the submission's design choices, layout, content, and any other relevant information. Initial comments will be discussed with the DOA and stakeholders.

4.2.21 Design Comment Review Meeting

Following two (2) weeks after the Presentation Meeting, EXP will hold a design comment review meeting. This meeting will be used to collect input from the DOA and stakeholders that will further refine our design in future phases.

4.3 Phase 5 90% Construction Document Submittal

After DOA approval of the 60% Construction Documents and any adjustments in the scope or quality of the project by the DOA, EXP will prepare and submit Final Construction Documents setting forth in detail the requirements for the construction of the Project. EXP will make a 90% Construction Document Submittal, for approval by the DOA, which will include the following:

4.3.1 Civil Plans

Site plans including, but not limited to, area location map, legal description of property, demolition, excavation, utilities, finish grading, landscaping, mechanical, electrical, civil/structural, and architectural site plans.

4.3.2 Plans and Details

Drawings including:

4.3.2.1 Title sheet utilizing DOA's standard cover sheet format including a table of contents and statement of compliance by the architect and engineer(s) of record.

4.3.2.2 Abbreviations and Symbols: Each discipline shall have a list of abbreviations, schedule of material indications, and schedule of notations and symbols at the beginning of their section of the plans.

4.3.2.3 Information Available to Bidders: Drawing sheets such as surveys, "as-built" drawings, and other graphic material provided and clearly marked as "Information Available to Bidders" shall be provided within the drawing set after coordination with DOA.

4.3.2.4 Architectural sheets including floor plans, door, window and finish schedules, roof plans, elevations, sections, and details

- 4.3.2.5 Civil/Structural sheets including paving; drainage; foundation plans; floor plans; roof plans; structural plans; sections; details; and, pipe, culvert, beam and column schedules.
 - 4.3.2.6 Mechanical sheets including floor plans; elevations, sections; details; riser and other diagrams; kitchen exhaust hoods; and, equipment, fan, fixture and other necessary schedules and drawing information with an indication that the mechanical/electrical systems from the Phase II FEEC/LCCA analysis have been incorporated into the documents.
 - 4.3.2.7 Electrical sheets including floor plans; sections; elevations; details; riser and other diagrams; fixture, panel and other schedules; and other drawing information with an indication that the mechanical/electrical systems from the Phase II FEEC/LCCA analysis have been incorporated into the documents.
 - 4.3.2.8 Landscape Architecture, Irrigation, Interior Design, and other Subconsultant prepared sheets including plans, sections, elevations, details, diagram, schedules and other drawing information necessary to communicate the complete and integrated scope of work related to that discipline.
- 4.3.3 Project Manual
- EXP will review and coordinate with the DOA regarding the inclusion of the following documents into the Construction Documents:
- 4.3.3.1 The necessary bidding information, the bidding forms, the conditions of the contract and Division 1 with respect to the foregoing documents and regarding any other agreements necessary for construction of the project, including documents made necessary by the Bidding Method chosen by the DOA.
 - 4.3.3.2 A project specific set of Division 1 specifications provided by the DOA, including all schedules, lists and inventories including Contractor's submittal schedules, warranty schedules, salvage schedules, etc.
 - 4.3.3.3 Final specification sections organized and formatted as required for the set of Phase III 90% progress specifications.
 - 4.3.3.4 Approved alternate bid items, if required and authorized by the DOA, to bring the project within budget which would permit DOA in its sole discretion to accept or reject portions of the construction of the Project.
- 4.3.4 Statement of Probable Construction Cost
- An Updated Statement of Probable Construction Cost as indicated by time factor, changes in requirements, or general market conditions
- 4.3.5 Presentation Meeting
- Following the submission of this phase's submission, EXP will hold a presentation meeting with the DOA and stakeholders outlining the submission's design choices, layout, content, and any other relevant information. Initial comments will be discussed with the DOA and stakeholders.
- 4.3.6 Design Comment Review Meeting
- Following two (2) weeks after the Presentation Meeting, EXP will hold a design comment review meeting. This meeting will be used to collect input from the DOA and stakeholders that will further refine our design in future phases.

4.4 Phase 6 100% Construction Document Submittal

The EXP Team will prepare the 100% Construction Documents from the approved 90% Construction Document. Deliverable will include architectural, structural, MEP, civil discipline drawings as required to define the size and character of the Project components. Specifications for CSI Divisions 1-16 (Division 1 provided by DOA) will be included with 100% Construction Documents.

4.4.1 Presentation Meeting

Following the submission of this phase's submission, EXP will hold a presentation meeting with the DOA and stakeholders outlining the final design choices, layout, content, and any other relevant information.

5 Post Design Phase (Not Applicable)

5.1 Phase 7 Bid & Award (Not Applicable)

5.1.1 DOA Comment Reconciliation

EXP will provide responses to comments provided by DOA to the 100% Construction Documents within seven days of receipt of comments. The EXP's responses will identify those comments that will be incorporated into the Contract Documents and those comments that are rejected and will not be incorporated into the Contract Documents for review by DOA.

5.1.2 Electronic Bid Set

EXP will provide a consolidated Bid Set of documents including the 100% Complete Contract Documents, Specifications, and other contract documents prepared by the DOA (i.e. Agreement, Division 0, etc.).

5.1.3 Pre-Bid Meeting, Bid Request for Information, and Addendum Preparation

EXP will attend the Pre-Bid meeting and site visit led by others. EXP will respond to Request for Information during the bid process that are related to technical interpretation of the Plans; non-technical questions and those related to the terms and conditions will be responded to by the DOA. EXP will prepare Bid Addendum for necessary modifications to the Plans and Specifications in response to Bid Request for Information. Upon closure of public procurement, EXP will assist the DOA in evaluation of Bids and Bidders

5.2 Phase 8 Administration of Construction Contract (Not Applicable)

5.2.1 Site Visits

EXP will participate in bi-weekly site visits, led by DOA's Field Representative. EXP will participate in site visits as required to respond to non-routine situations that call for the Architect / Engineer's expertise as vetted by the DOA.

5.2.2 Shop Drawings Review

EXP will review and approve shop drawings, samples, and other submissions of the Contractor for conformance with the design concept.

5.2.3 Interpretation of Plans & Specifications

EXP will review and respond to Request for Information (RFI) submitted by the Contractor that have been vetted by the DOA to verify if response is already included in Contract Documents.

EXP will revise plans and specifications as necessary to respond to submitted RFI.

5.2.4 Punch List

EXP will perform two site visits for development and closure of a Punch List upon the DOA’s determination that work is Substantially Complete. One site visit will be for development of the punch list items and the second site visit will be for confirmation that the previously noted items have been addressed.

5.2.5 Record Documents

Upon determination of Final Acceptance by the DOA EXP will provide an updated record set of documents in electronic format to DOA. Record documents will include a compilation of shop drawings and RFI provided during construction of the Project.

5.3 Phase 9 Warranty Administration & Post-Occupancy Services (Not Applicable)

5.3.1 Warranty Inspections

For one year following substantial completion of the Project, EXP will assist the DOA, in securing correction of defects, and will in the sixth and eleventh months make inspections of the project with the DOA and report observed discrepancies to DOA and Contractor. Assist DOA in preparing and distributing a Post-Occupancy Evaluation Report that presents the findings and recommendations generated during the Post-Occupancy Walkthrough and Evaluation.

6 Project Delivery Schedule

The estimated durations below establish a preliminary schedule that estimates each milestone. The actual schedule may vary significantly as the Project design progresses and the scope is further developed. Changes to the project schedule may require changes in the EXP’s efforts and require adjustments to the compensation indicated in this proposal.

Phase 1 Program Verification	60 Days after NTP
Phase 2 Schematic Design	30 Days
Phase 3 Design Development / 30% Construction Documents	90 Days
Phase 4 60% Construction Documents	120 Days
Phase 5 90% Construction Documents	90 Days
Phase 6 100% Construction Documents	30 Days
Phase 7 Bidding and Award of Contract	Not Applicable
Phase 8 Constructions Administration	Not Applicable
Phase 9 Warranty & Post Occupancy Services	Not Applicable

7 Professional Services Fee

Should scope items/activities/efforts/durations be modified at the request of DOA or need to be adjusted based on design/construction scheduling, EXP will need to modify the fee to accommodate the

changes. Effort, fee, and schedule adjustments resulting from a change in scope will be assessed and approved by DOA prior to the execution of the change.

The Fixed Lump Sum fee of \$1,109,068.11, Time and Material fee of \$48,337.44, and Reimbursable Fee of 1,454.00 (Total 1,158,859.55) is based on the scope outlined in the Agreement and that encompasses the Phases 1 through Phase 6. Please see the attached proposal fee spreadsheet.

8 Exclusions & Assumptions

- Design Permitting Services
- Post Design Phase Service (Bid & Award, Construction Administration)
- Soil contaminants and subsurface remediation
- Asbestos Abatement or Hazardous material mitigation
- Hydraulic/Hydrologic Modeling
- Property/Boundary Survey
- Destructive testing
- Design of upgrades to resolve capacity issues beyond the limits of the Project
- Preparation of Contractor Agreement, Division 0, and/or Division 1 Documents
- Any services/work related in any way to PFAS chemicals or substances possibly containing PFAS

Assumptions:

- Once started, efforts for each phase will continue, without pauses directed by DOA, to completion.
- DOA will be responsible for providing ownership information of all infrastructure and equipment within the Project limits.

Main project schedule table with columns for task ID, description, start/end dates, duration, and resource assignments.

Task Summary: List of tasks and their durations.

LABOR EXPENSE REPORT																				
DATE	DESCRIPTION	AMOUNT	CURR	ADJ	CHG	NET	PROJ	ACT	ORG	DEPT	CLASS	TIME	UNIT	REMARKS	CHECK	INITIALS	SIGNATURE	DATE	AMOUNT	TOTAL
LABOR EXPENSE REPORT																				
PREPARED BY: JIMMY L. SMITH																				

Prepared by: JIMMY L. SMITH

September 12, 2023

Mr. Arturo Martinez, P.E.
EXP
400 North Tampa Street, Suite 1015
Tampa, FL 33602

**Re: Palm Beach International Airport (PBI) General Aviation FIS Facility
Proposed CBP Designated Aircraft Parking Area, GAF Building, Proposed GAF
CBP Parking, and Proposed GAF Passenger Parking Lot - Topographic Survey**

Dear Arturo:

Thank you for the opportunity to provide you with the following services for the subject site. This proposal is based on documentation and information provided by your office. The scope of services is as follows:

SCOPE OF SERVICES

I. HORIZONTAL PROJECT NETWORK CONTROL

A traverse will be run through the site, and all found monumentation will be tied in. The survey will be oriented to Palm Beach County International Airport horizontal control (NAD 83/11 Adjustment). We will obtain the sectional and geodetic control information from the Palm Beach County Survey Department.

II. VERTICAL PROJECT NETWORK CONTROL

A level run will be performed onsite using the existing Palm Beach County International Airport benchmarks (NAVD 1988). At least two benchmarks will be set onsite.

III. TIE IN IMPROVEMENTS AND CROSS SECTIONS

A complete topographic survey will be done at the site, tying in all above ground features. This will include but not be limited to buildings, pavement, walks, utilities, trees, drainage structures, and the security fence. We will obtain elevations on the site on an approximate 50' grid. We will locate sufficient points to give an accurate representation of the lay of the land. The approximate limits of the survey are outlined in blue on Attachment 'B'.

IV. AS-BUILT

We will attempt to get as-built information on all the pipes leading out of any storm or sanitary sewer structures found. We will show invert elevations, pipe sizes and materials for all pipes located including outfall pipes.

1860 Old Okeechobee Road • Suite 509 • West Palm Beach, Florida 33409

(561) 615-3988 • Fax (561) 615-3991

M:\PROPOSALS\BY COMPANY\EXP\PBI GA FIS Facility\PBI Customs Border Protection New Building and Parking Topographic Survey.doc

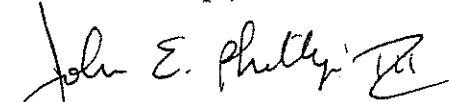
V. UTILITY TARGETING SERVICES

We will scan the area outlined in blue on Attachment 'B' and mark the underground utilities that service the site, including any utilities that are part of the existing CBP building. We will then locate the designated utilities and add them to the survey. This includes the GPR clearing for the 10 Standard Penetration Test (SPT) Borings. No test holes are proposed.

VI. CLOSURE

A drawing will be produced which will show all the features located. We propose to provide EXP with hard copies, a digitally signed PDF file, and an AutoCAD file in the version requested. We will perform the scope of services for **an hourly, not to exceed fee of \$26,604.00** (\$20,604.00 for the survey and \$6,000.00 for utility targeting), see Attachment 'A' for an hourly estimate. Please do not hesitate to call me with any questions you might have regarding this proposal. We look forward to working with you on this project.

Brown & Phillips, Inc.


John E. Phillips III, P.L.S.
Principal

Attachment

JEP/mb

This Proposal accepted this ____ day of _____, 2023

By: _____
EXP

Print Name: _____

Title: _____



BROWN & PHILLIPS, Inc.
PROFESSIONAL SURVEYING SERVICES

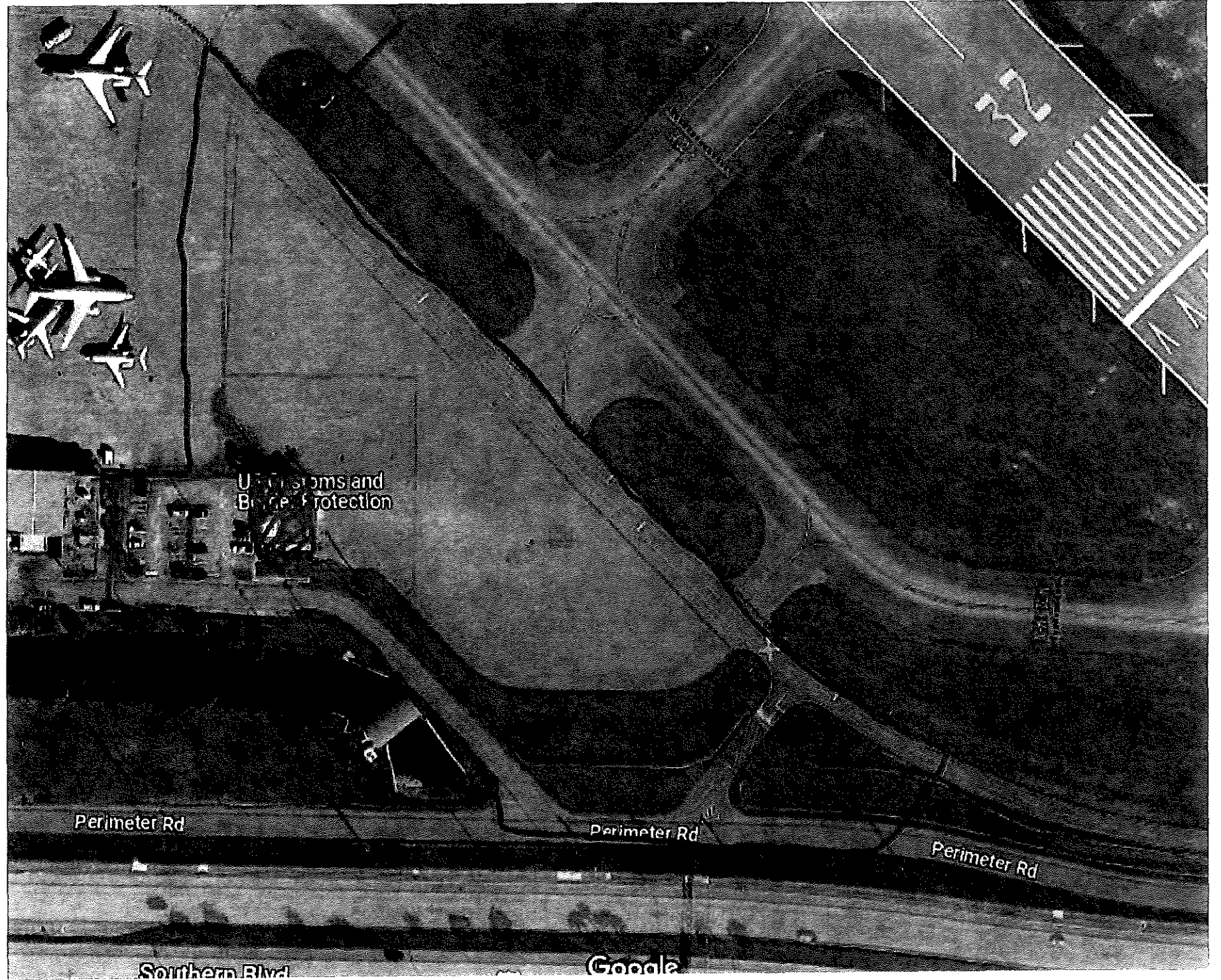
ATTACHMENT 'A'

Palm Beach International Airport (PBI) General Aviation FIS Facility
Proposed CBP Designated Aircraft Parking Area, GAF Building, Proposed GAF
CBP Parking, and Proposed GAF Passenger Parking Lot - Topographic Survey

Type of Survey: Topographic
Date: September 12, 2023

TASK	SURVEY CREW	CADD TECH	SURVEY TECH	PLS	COMMENTS
Meetings and Coordination				2	
Horizontal Project Network Control	10		3	1	Set control points
Vertical Project Network Control	6		0.5		Establish onsite benchmarks
Tie In Improvements, Cross Sections and As-builts	60		8	2	Locate above ground features, 50' cross sections and spot elevations, obtain asbuilt data, create surface
Underground Utilities	8	3	2	1	Locate marked utilities
Topographic Survey		40	6	4	Prepare topographic survey
Total Hours:	84	43	19.5	10	
Rate/Hour	\$156.00	\$96.00	\$96.00	\$150.00	
Subtotal:	\$13,104.00	\$4,128.00	\$1,872.00	\$1,500.00	
Total Labor Cost:					\$20,604.00

<u>S.U.E. Services:</u>	<u>quantity</u>	<u>unit</u>	<u>cost/unit</u>	<u>total</u>
Utility Targeting	3	days	\$2,000.00	\$6,000.00
Total S.U.E. Services:				\$6,000.00
TOTAL PRICE				\$26,604.00





July 28, 2023

Mr. Arturo Martinez, PE, ENV SP
Aviation Project Manager
400 North Tampa Street, Suite 1015
Tampa FL, 33602

Re: PBI GA FIS Facility Proposal
Palm Beach International Airport
Palm Beach County Department of Airports

Dear Mr. Martinez:

Cyriacks Environmental Consulting Services, Inc. (CECOS) is pleased to submit this fee proposal to EXP to provide professional environmental services for the Palm Beach International Airport (PBI) New GA FIS Facility Project. The proposed project aims to enhance PBI's infrastructure, services, and safety measures with the construction of a new GIS FIS Facility, passenger parking lot, GAF CBP parking, and paved roadways connecting new parking areas to the adjacent Perimeter Road. The new building facility and parking areas will be located within the airport property on the south side of the airfield. This project relates to Task Authorization 01 under the Palm Beach County Department of Airports (PBC DOA) Airport Facilities & Systems Planning, Design, and Engineering and Construction Management Professional Services contract. Per that specification scope of work, CECOS was contacted by EXP to provide a proposal to conduct an environmental survey and prepare a Documented Categorical Exclusion (DCE) to ensure the proposed project activity complies with the National Environmental Policy Act (NEPA) and FAA Guidelines.

Currently, CECOS does not anticipate that the proposed activity is likely to result in significant adverse environmental effects and we expect that the proposed project will qualify for a DCE. As described in the specific scope of services below, CECOS will collect the necessary information to fulfill the requirements for the anticipated Categorical Exclusion (CATEX) in accordance with the provisions of FAA Order 5050.4B, paragraph 302b and EPA 40 CFR 1500.4(p).

I. SCOPE OF SERVICES

Task 1 – Data Collection

CECOS will collect and review the information required to address each of the categories of the CATEX document (ARP SOP No. 5.1) including but not limited to NHPA resources, Section 4(f), listed species, wetlands, Community impacts, noise, air, water quality and hazardous materials.

Task 2 – Field Review

CECOS biologists will perform one daytime field review to 1) conduct the necessary environmental survey required for CatEx documentation, 2) determine whether the project area is likely to provide suitable habitat for listed species,

Cyriacks Environmental Consulting Services, Inc
3001 SW 15th Street, Suite B
Deerfield Beach, FL 33442
Phone: 954.571.0290

3) determine whether listed species are detected within the project area at the time of survey, and 4) given that burrowing owl (*Athene cunicularia*) may be present within the project area, CECOS will also conduct a preliminary (presence/absence) burrowing owl survey. If listed species or burrowing owl burrows are observed on site, CECOS will document the number of individuals observed, their location, and any associated burrows/nests.

Task 3 – Document Preparation

CECOS will prepare a summary technical memorandum documenting the results of the database search, wildlife survey, and environmental evaluation. This technical memorandum will be included as attachments to the CatEx. CECOS will also complete the Documented CatEx checklist including supporting documentation.

Task 4 – Meetings, Coordination and Project Management

CECOS will schedule and attend two virtual one-hour meetings at the request of EXP. CECOS will also communicate with EXP and DOA as necessary to coordinate site visits, information requests, or address miscellaneous project needs. Also includes scheduling and internal coordination. Attendance at in-person meetings is not included.

II. SCHEDULE

Upon receipt of project authorization, preparation of work activities will begin. We understand that our work effort will be coordinated with EXP and PBC DOA personnel.

III. FEES

The lump sum fee (labor) to conduct this work is \$12,083.40. Expenses, which shall be billed separately based on cost, are estimated not to exceed \$104.00.

Task	Description	Labor Fee	Expenses
1	Data Collection	\$3,353.52	-
2	Field Review	\$2,080.50	\$52.00
3	Document Preparation	\$4,024.20	-
4	Meetings, Coordination and Project Management	\$2,625.18	\$52.00
TOTAL		\$12,083.40	\$104.00

This proposal will be valid for 30 calendar days from the date of submittal. This estimate is subject to modification depending on additional information provided by EXP, and/or other pertinent information. If field work is stopped due to safety concerns, access limitations or inclement weather, additional fees may apply.

IV. ASSUMPTIONS

The scope of services described in this proposal are contingent upon the assumptions listed below.

- The proposed project will qualify for a documented categorical exclusion (DCE).
- Client will provide any needed project files (i.e., dwg files, etc), project description, traffic, etc.
- Client or PBC DOA staff will provide CECOS with airfield access and escorting services, as required.
- Survey effort will occur during daylight hours. A minimum of eight (8)-hour continuous time block during daylight hours should be available to complete the survey.

- No work will occur within the canal/surface water.
- Does not include conducting a noise or air quality analysis.
- Does not include detailed species surveys.
- Wetland delineation and permitting are expected to not be required and thus not included.
- The Client will be responsible for prompt review of any document submitted by CECOS in relation to this proposal.
- This scope of work is prepared per our coordination with EXP and may be adjusted according to the requirements and project's progress as well as any additional effort required.
- CECOS will not be responsible for any damage and/or negative impact that could be caused during construction and Best Management Practice (BMP) implementation by the Client and/or Subcontractors.

We wish to thank you for your consideration of this proposal. If you have any questions or need additional information, please do not hesitate to contact the undersigned at (954) 571-0290, or by email wc@cecosenvironmental.com.

Very truly yours,
Cyriacks Environmental Consulting Services, Inc.

Wendy Cyriacks
President

Cyriacks Environmental Consulting Services, Inc

Fee Estimate Work Sheet

Enter Project Information here -

Project Name:	PBI GA FIS Facility		
Date Prepared:	7/28/2023		
Date Revised:			
Client:	EXP		

Type of Project	NEPA
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Indirect Expenses (%)	0.0%
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Project Name: PBI GA FIS Facility
Prepared By: CECOS, Inc.
Date Prepared: 7/28/2023
Revised: 1/0/1900
Project Type: NEPA

ENVIRONMENTAL SERVICES SUMMARY			Environmental Hours Summary					EXPENSES SUMMARY	
			\$274.05	\$122.61	\$108.18	\$100.95	\$108.18		
			Chief Scientist	Sr Env Scientist	Env Scientist A	Env Scientist B	GIS Specialist		
Task	Description	Task Totals	11.5	17.5	32.5	19.0	12.5	Indirect & Direct Expenses	\$ 104.00
1. Data Collection		\$ 3,353.52	3.0	5.0	9.5	4.0	4.5	1. Data Collection	\$ -
2. Field Review		\$ 2,132.50	0.5	0.5	9.0	9.0	-	2. Field Review	\$ 52.00
3. Document Prep		\$ 4,024.20	2.0	4.0	14.0	6.0	8.0	3. Document Prep	\$ -
4. Meetings&Project Manag.		\$ 2,677.18	6.0	8.0	-	-	-	4. Meetings&Project Manag.	\$ 52.00
Cost Per Employee (\$\$)			\$3,151.58	\$2,145.68	\$3,515.85	\$1,918.05	\$1,352.25		

FEE TOTAL **\$12,187.40** Does not include Additional Services

Project Name: PBI GA FIS Facility
 Prepared By: CECOS, Inc.
 Date Prepared: 7/28/2023
 Revised: 1/0/1900
 Phase: NEPA

1. Data Collection		Environmental - Hours						DIRECT EXPENSES				
Task	Description	Chief Scientist	Sr Env Scientist	Env Scientist A	Env Scientist B	GIS Specialist	Sub Total	Expenses Item	Qty 1*	# of Units	Unit Cost	Totals
1	CATAX Review Form information & document	3.0	5.0	9.5	4.0	4.5	26.0					\$ -
1.1	NHPA	0	2	0	1	1	4.0					\$ -
1.2	DOT Act Sections 4(f) & 6(f) Resources	0	0	0	1	0	1.0					\$ -
1.3	Listed Species	0	1	1	0	1	3.0					\$ -
1.4	Fish & Wildlife Coord Act	0	0	0.5	0	0	0.5					\$ -
1.5	Wetlands & OSW	0	0	0	0	0.5	0.5					\$ -
1.6	Floodplains	0	0	0	0	1	1.0					\$ -
1.7	Energy Supply & Nat Resources	0	0	1	0	0	1.0					\$ -
1.8	5-2.b (5) Disruption of a Community	0	1	1	1	0	3.0					\$ -
1.9	5-2.b (6) Env Justice	0	0	1	0	0	1.0					\$ -
1.10	5-2.b (7) Surface Transportation	0	1	1	0	0	-					\$ -
1.11	5-2.b (8) Noise	2	0	0	0	0	2.0					\$ -
1.12	5-2.b (9) Air Quality	1	0	1	0	0	2.0					\$ -
1.13	5-2.b (10) Water Quality	0	0	1	1	0						\$ -
1.14	5-2.b (13) Hazardous Materials	0	0	2	0	1						\$ -
Cost by Employee		\$822.15	\$613.05	\$1,027.71	\$403.80	\$486.81	--					\$ -

Labor SubTotal	\$3,353.52
Indirect Expenses	\$0.00
Direct Expenses	\$0.00
Total	\$3,353.52

Notes:

Qty 1 = How many times this expense items is to be calculated. For example how many trips or days, at least one.
 # of Units = How many units will be used for each occurrence, for example number of miles, pieces of equipment or number of staff used for each occurrence, at least one.

Project Name: FBI GA FIS Facility
 Prepared By: CECOS, Inc.
 Date Prepared: 7/28/2023
 Revised: 1/0/1900
 Phase: NEPA

2. Field Review		Environmental - Hours						DIRECT EXPENSES				
		Chief Scientist	Sr Env Scientist	Env Scientist A	Env Scientist B	GIS Specialist	Sub Total					
Task	Description	0.5	0.5	9.0	9.0	-	19.0	Expenses Item	Qty 1*	# of Units	Unit Cost	Totals
2	Field Review						-	mileage (project site)	1	80	\$ 0.65	\$ 52.00
2.1	Field preparation & Coordination (internal & w client/DOA for access, escort)	0.5	0.5	1	1	0	3.0					\$ -
2.2	Conduct Field/Wildlife & Florida burrowing owl survey including travel	0	0	8	8	0	16.0					\$ -
							-					\$ -
							-					\$ -
Cost by Employee		\$137.03	\$61.31	\$973.62	\$908.55	\$0.00	-					\$ 52.00

Labor SubTotal	\$2,080.50
Indirect Expenses	\$0.00
Direct Expenses	\$52.00
Total	\$2,132.50

Notes:

Qty 1 = How many times this expense items is to be calculated. For example how many trips or days, at least one.
 # of Units = How many units will be used for each occurrence, for example number of miles, pieces of equipment or number of staff used for each occurrence, at least one.

Project Name: PBI GA FIS Facility
Prepared By: CECOS, Inc.
Date Prepared: 7/28/2023
Revised: 1/0/1900
Phase: NEPA

3. Document Prep		Environmental - Hours						DIRECT EXPENSES				
Task	Description	Chief Scientist	Sr. Env Scientist	Env Scientist A	Env Scientist B	GIS Specialist	Sub Total	Expenses Item	Qty 1*	# of Units	Unit Cost	Totals
		2.0	4.0	14.0	6.0	8.0	34.0					
3.1	CATAX document preparation & submission & QC	1	2	8	2	4	17.0					\$ -
3.2	Tech Memo and QC (Including graphics) (results od data & field)	1	2	6	4	4	-					\$ -
							-					\$ -
							-					\$ -
							-					\$ -
							-					\$ -
	Cost by Employee	\$548.10	\$490.44	\$1,514.52	\$605.70	\$865.44	\$4,024.20					\$ -

Labor SubTotal	\$4,024.20
Indirect Expenses	\$0.00
Direct Expenses	\$0.00
Total	\$4,024.20

Notes:

Qty 1 = How many times this expense items is to be calculated. For example how many trips or days, at least one.
of Units = How many units will be used for each occurrence, for example number of miles, pieces of equipment or number of staff used for each occurrence, at least one.

Project Name: PBI GA FIS Facility
Prepared By: CECOS, Inc.
Date Prepared: 7/28/2023
Revised: 1/0/1900
Phase: NEPA

4. Meetings&Project Manag.		Environmental - Hours						DIRECT EXPENSES				
		Chief Scientist	Sr Env Scientist	Env Scientist A	Env Scientist B	GIS Specialist	Sub Total					
Task	Description	6.0	8.0	-	-	-	14.0	Expenses Item	Qty 1*	# of Units	Unit Cost	Totals
4.1	Two one-hour virtual meetings, meeting coordination, prep & mtg min	2	4	0	0	0	6.0	mileage	1	80	\$ 0.65	\$ 52.00
4.2	Project management, coord, scheduling,	2	2	0	0	0	4.0					\$ -
4.3	Kickoff Mtg (in-person)	2	2	0	0	0	4.0					\$ -
							-					\$ -
							-					\$ -
	Cost by Employee	\$1,644.30	\$980.88	\$0.00	\$0.00	\$0.00	\$2,625.18					\$ 52.00

Labor SubTotal	\$2,625.18
Indirect Expenses	\$0.00
Direct Expenses	\$52.00
Total	\$2,677.18

Notes:

Qty 1 = How many times this expense items is to be calculated. For example how many trips or days, at least one.
 # of Units = How many units will be used for each occurrence, for example number of miles, pieces of equipment or number of staff used for each occurrence, at least one.

Revised - August 14, 2023

Mr. Arturo Martinez, P.E.
EXP, Inc. – Aviation Project Manager
400 North Tampa Street, Suite 1015
Tampa, Florida 33602

Re: **PBI General Aviation FIS Facility Project**
(Architectural Life Safety / Building Code Analysis, Architectural Document Reviews
& Architectural Cost Estimating)
PBI, West Palm Beach, Florida

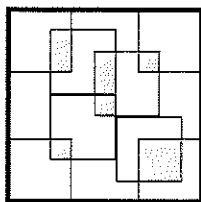
Dear Mr. Martinez:

Our Firm – Colomé & Associates, Inc. (Architect) – would like to thank you for the opportunity to provide EXP, Inc. with this proposal for professional services for the architectural life safety / building code analysis and architectural life safety plan for the proposed 1-story General Aviation FIS Facility expansion to the existing PALM Beach International Airport located in West Palm Beach, Florida.

- The Architectural Code Analysis scope of work includes the following professional service; architectural research and documentation of the 7th Edition Florida Building Code 2020 or latest edition for the proposed GA FIS building expansion, including preparation of an Architectural Life Safety Plan and Code Analysis limited to building egress, fire separations, and accessibility review. We will be provided a by EXP, Inc., with an AutoCAD file (provided by EXP, Inc.) of the proposed floor plan and our office shall prepare a draft life safety plan to review with EXP, Inc. prior to reviewing with DOA and Palm Beach County Fire Rescue and Building Department. Our office shall provide a final life safety and code summary on AutoCAD for EXP, Inc. and shall be sign and sealed for permit submission by our office and we shall assist prime consultant with responses to permit review comments related to life safety plan and code analysis. Included within this scope is refining the life safety plan, architectural design document reviews, and architectural cost estimating at the following construction document submittals Schematic Design, 30%, 60%, 90% and 100%. Fees are based on the information provided by EXP, Inc. to our office on July 19, 2023 and August 4, 2023.

Fees

- Architectural Code Analysis, Architectural Document Reviews, & Architectural Cost Estimating Phases: Fees for performing services as outlined above shall be based upon the stipulated lump sum of sixty-nine thousand three hundred thirty-one dollars and seventy-one (\$69,331.71) cents.
- Billings shall occur on a periodic basis as work progresses.



Colomé & Associates, Inc.

Florida Registration AA0003439

Architecture □ Planning □ Interiors

530 24th Street □ West Palm Beach, Florida 33407 □ Telephone: (561) 833-9147 □ Facsimile: (561) 833-9356 □ E-mail: colome@colome-arch.net



- Additional Services

- Additional Services as requested by the Owner shall be based on the Architectural Hourly Basis as set forth in the executed EXP, Inc., Contract Agreement for Architectural Services or stipulated lump sum.
- Items excluded from this professional services fee proposal:

The following items are not included as part of this professional services fee proposal: This proposal does not include the documentation or analysis of green or sustainable building components or measures incorporated into this design. If the documentation or analysis (including life cycle analysis) of this building is required to meet Florida Statutes 255.251-255.259, this service can be provided as an "Additional Services", LEED design services, CAD drafting, architectural signed and sealed permit documents other than Life Safety Plan, cost estimating of engineering disciplines, civil engineering, structural engineering, mechanical, electrical, plumbing engineering, landscape architecture, construction / permitting documents, selections of doors, selections of interior finishes, windows and finishes, construction administrative services, Fees related to project applications, registrations, and permitting, and re-design as a result of value engineering.

- Acceptance

If you are agreement with the terms and provisions of this proposal, please sign and return one (1) copy for our records, as it will serve as an agreement between the two parties and as a notice to proceed.

G24. FS558.0035. –PURSUANT TO FLORIDA STATUTE 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.


Sincerely,



Elizabeth A. G. Colome' – Architect

Accepted

Date

Labor/Fee Estimate Summary (Colome & Associates, Inc.) - DOA PBI ARFF BUILDING REPLACEMENT																										
Billing Rate:		\$ 169.04	\$ 138.65	\$ 85.96	\$ 43.68																					
<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;">  <p>Colome & Associates, Inc. ARCHITECTURE - PLANNING - INTERIORS Florida Registration - AA 0003499 535 24th Street West Palm Beach Florida 33407 Phone: (561) 833-8147 Fax: (561) 833-8356</p> </div> <div style="text-align: center;"> <p>Labor Estimate (Hours)</p> <table border="1"> <tr> <th>Task Description</th> <th>Principal</th> <th>Project Manager</th> <th>Architect Drafting</th> <th>Clerical</th> <th>Labor Total</th> <th>Expenses</th> <th>Total</th> </tr> <tr> <td></td> <td>111</td> <td>271</td> <td>145</td> <td>19</td> <td>\$69,631.71</td> <td>\$0.00</td> <td>\$69,631.71</td> </tr> </table> </div> </div>											Task Description	Principal	Project Manager	Architect Drafting	Clerical	Labor Total	Expenses	Total		111	271	145	19	\$69,631.71	\$0.00	\$69,631.71
Task Description	Principal	Project Manager	Architect Drafting	Clerical	Labor Total	Expenses	Total																			
	111	271	145	19	\$69,631.71	\$0.00	\$69,631.71																			
Task Description	Principal	Project Manager	Architect Drafting	Clerical	Labor Total	Expenses	Total																			
Task Description	Total																									
Architect Administration																										
Contract Management	2	\$338.08	2	\$277.30	\$0.00	2	\$87.36	\$ 702.74	\$ 702.74																	
Kick Off Meeting	2	\$338.08	2	\$277.30	\$0.00			\$ 615.38	\$ 615.38																	
Field Work	2	\$338.08	2	\$277.30	\$171.92			\$ 787.30	\$ 787.30																	
Design Coordination	4	\$676.16	16	\$2,216.40	\$1,031.52	2	\$87.36	\$ 4,013.44	\$ 4,013.44																	
								\$6,118.86																		
Life Safety / Building Code Analysis																										
Life Safety / Building Code Drawing & Summary	3	\$507.12	6	\$831.90	\$2,063.04	2	\$87.36	\$3,489.42	\$ 3,489.42																	
Review Life Safety Plan with EXP During Design Phase	4	\$676.16		\$0.00	\$0.00		\$0.00	\$676.16	\$ 676.16																	
Coordination of Subconsultants	1	\$169.04	4	\$554.60	\$343.84	4	\$0.00	\$1,067.48	\$ 1,067.48																	
QA/QC	4	\$676.16	1	\$138.65	\$0.00		\$0.00	\$814.81	\$ 814.81																	
DOA Meeting with PBC Building and Fire Rescue to Review	4	\$676.16		\$0.00	\$0.00		\$0.00	\$676.16	\$ 676.16																	
60% Review and Life Safety Plan Revisions	3	\$507.12		\$0.00	\$859.60	1	\$43.68	\$1,410.40	\$ 1,410.40																	
90% Review and Life Safety Plan Revisions	3	\$507.12		\$0.00	\$859.60	1	\$43.68	\$1,410.40	\$ 1,410.40																	
100% Review and Life Safety Plan Revisions	4	\$676.16		\$0.00	\$859.60	1	\$43.68	\$1,579.44	\$ 1,579.44																	
Incorporate PBC Building and Fire Rescue Permit Comments	2	\$338.08	4	\$554.60	\$1,203.44		\$0.00	\$2,096.12	\$ 2,096.12																	
								\$13,220.39																		
Schematic Design - (Coordination with EXP)																										
Architectural Drawing & Specification Review / Code / Design	16	\$2,704.64	48	\$6,655.20	\$1,031.52	1	\$43.68	\$10,435.04	\$ 10,435.04																	
Architectural Cost Estimating	1	\$169.04	6	\$831.90	343.84	1	\$43.68	\$1,388.46	\$ 1,388.46																	
DOA Review / Coordination Meetings	2	\$338.08	2	\$277.30	\$171.92		\$0.00	\$787.30	\$ 787.30																	
								\$12,610.80																		
30% Construction Documents - (Coordination with EXP)																										
Architectural Drawing & Specification Review / Code / Design	12	\$2,028.48	42	\$5,823.30	\$859.60	1	\$43.68	\$8,755.06	\$ 8,755.06																	
Architectural Cost Estimating	1	\$169.04	6	\$831.90	171.92	1	\$43.68	\$1,216.54	\$ 1,216.54																	
DOA Review / Coordination Meetings	2	\$338.08	2	\$277.30	\$171.92		\$0.00	\$787.30	\$ 787.30																	
								\$10,758.90																		
60% Construction Documents																										
Architectural Drawing & Specification Review / Code / Design	10	\$1,690.40	38	\$5,268.70	\$687.68	1	\$43.68	\$7,690.46	\$ 7,690.46																	
Architectural Cost Estimating	1	\$169.04	4	\$554.60	\$85.96	1	\$43.68	\$953.28	\$ 853.28																	
DOA Review / Coordination Meetings	2	\$338.08	2	\$277.30	\$171.92		\$0.00	\$787.30	\$ 787.30																	
								\$9,331.04																		
90% Construction Documents																										
Architectural Drawing & Specification Review / Code / Design	8	\$1,352.32	38	\$5,268.70	\$515.76	1	\$43.68	\$7,180.46	\$ 7,180.46																	
Architectural Cost Estimating	1	\$169.04	2	\$277.30	\$85.96	1	\$43.68	\$575.98	\$ 575.98																	
DOA Review / Coordination Meetings	2	\$338.08	2	\$277.30	\$171.92		\$0.00	\$787.30	\$ 787.30																	
								\$8,543.74																		
100% CD's / Permit Documents																										
Architectural Drawing & Specification Review / Code / Design	12	\$2,028.48	38	\$5,268.70	\$343.84	1	\$43.68	\$7,684.70	\$ 7,684.70																	
Architectural Cost Estimating	1	\$169.04	2	\$277.30	\$85.96	1	\$43.68	\$575.98	\$ 575.98																	
DOA Review / Coordination Meetings	2	\$338.08	2	\$277.30	\$171.92		\$0.00	\$787.30	\$ 787.30																	
								\$9,047.98																		
Grand Total	111.00	\$18,763.44	271.00	\$37,574.15	145.00	\$12,464.20	19.00	\$829.92	\$69,631.71	\$0.00	\$69,631.71															

Source: Colome & Associates, Inc.

QUANTUM

Electrical Engineering, Inc.

August 17, 2023

EXP US Services, Inc.
Mr. Arturo Martinez, P.E.
Aviation Project Manager
400 North Tampa Street, Suite 1015
Tampa, FL 33602

Subject: Electrical Services Design Fee Proposal for the Palm Beach County
Department of Airports (DOA) – PBI GA FIS Facility.

Dear Arturo:

Quantum Electrical Engineering, Inc. (QUANTUM) is pleased to provide EXP an electrical services design fee proposal for the Palm Beach County Department of Airports (DOA) – PBI GA FIS Facility. The proposal is based upon the Preliminary Concept Narrative Report for General Aviation Facility (GAF) for U.S. Customs and Border Protection dated July 2022. The following items are included in our scope:

- Includes coordination meetings with DOA Departments and EXP Design Team.
- Includes record drawings reviews & on-site electrical verifications of existing conditions with the assistance of DOA Electrical Maintenance Department.
- Design of electrical service for FIS Building. Includes FPL coordination, electrical one-lines/risers, schedules, plan layouts, details, preliminary short circuit analysis, electrical calculations and grounding system design.
- Design AT&T and Comcast site conduit routing for connection to FIS Building. Includes AT&T and Comcast coordination, plan layouts and details.
- Design electrical distribution systems for FIS Building. Includes electrical one-lines/risers, schedules, plan layouts, details, electrical calculations and grounding system design.
- Design a lighting system for FIS Building. Includes photometric calculations, lighting control system, plan layouts, details, schedules and riser diagrams. Luminaire selection shall be coordinated with the Architect and provided to QUANTUM for incorporation into plans.
- Design fire alarm system for FIS Building. Includes fire alarm riser diagrams, plan layouts, details and fire alarm calculations.
- Design a stand-by emergency generator system in a weatherproof high velocity impact rated enclosure for FIS Building. Includes design of automatic transfer switch, electrical one-lines/risers, schedules, plan layouts, details, electrical calculations and grounding system design.

Palm Beach County
2755 Vista Parkway, Suite I-12
West Palm Beach, FL 33411
561.210.9224

www.QuantumElectricalEngineering.com

Broward County
5571 N. University Drive, Suite 101
Coral Springs, FL 33067
954.369.5810

- Design an Uninterruptible Power Supply (UPS) System for FIS Building to supply power to the IT/Data Rooms and work stations. Includes electrical one-lines/risers, schedules, plan layouts, details and electrical calculations.
- Includes design of infrastructure (conduit and conductor systems only) for communication, data, security, access control and CCTV camera systems.
- Includes a lightning protection system design via a performance based specification.
- Design lighting system for FIS Building parking lot. Includes electrical calculations, point by point lighting calculations, plan layouts, details and riser diagrams. QUANTUM assumes parking lot lighting is to be powered from new FIS Building.
- Design apron lighting system comprised of (3) – 70' high mast lighting poles. Includes electrical calculations, point by point lighting calculations, plan layouts, details and riser diagrams. QUANTUM assumes apron lighting is to be powered from new FIS Building.
- Design electrical and communication infrastructure systems for (1) AOA security access gate system, (1) FIS parking gate system and corresponding CCTV cameras. Includes electrical calculations, plan layouts, details, riser diagrams and communication conduits (only) design. Gate/camera design and layout shall be provided to QUANTUM by EXP. QUANTUM assumes gate system will be powered from the new FIS Building.
- Includes design of airfield lighting and signage systems modifications along the apron impacted by this project.
- Includes all electrical calculations. Design shall be per all National Electrical Code, National Fire Alarm Code, Florida Building Code and all other applicable codes & standards.

Exclusions & Assumptions:

- EXP shall provide all base drawings to QUANTUM in Revit 2022 or higher for interior building and Autocad 2022 for exterior.
- Assumes that EXP shall provide to Quantum overall and area sheets and views (with view templates and libraries)
- EXP shall provide all printing of plans & specifications for reviews, bid phase, permits and construction phases.
- Quantum shall provide electrical and fire alarm design (plans, specifications, and estimates) to EXP of electronic files (1 set) for 30%, 60%, 90%, 100%, Bid
- EXP shall provide all printing of plans specifications for reviews, bid and permit phases to the DOA.
- EXP shall provide to Quantum the maximum height of the parking lot and apron light poles at the proposed pole locations to meet 14 CFR PART 77 height restrictions.

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- Does not include CCTV, cable tv, intercom, PA, access control, security and IT systems design.
- Does not include any kind of structural/foundation design, energy calculation, wind load calculations, mechanical design, plumbing design, gate design, and/or fuel system design.
- Does not include coordination power system study or arc flash analysis.
- Excludes Bid, Award and Permitting Services.
- Does not include construction services.

Phase 1: Pre-Design	\$3,760.00
Phase 2: Schematic Design	\$8,620.00
Phase 3: 30% Design	\$25,060.00
Phase 4: 60% Design	\$35,040.00
Phase 5: 90% Design	\$23,700.00
Phase 6: 100%/Bid Design	\$12,290.00
Our proposed total Lump-Sum fee is:	\$ 108,470.00

(See attachment breakdown)

Sincerely,



Amy L. Champagne-Baker, PE
President

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PALM BEACH COUNTY DEPARTMENT OF AIRPORTS- PBI GA FIS FACILITY									
QUANTUM ELECTRICAL ENGINEERING, INC.									
SCOPE FEE SUMMARY									
FEE PROPOSAL ELECTRICAL SERVICES to EXP 8/17/2023									
	Rate	\$170.00	\$150.00	\$145.00	\$85.00	\$140.00	\$50.00		
	Proj. Mgr.	Prof. Eng	Proj. Eng	CADD/Tech	Field Eng.	Clerical	Total	Expenses	TOTAL
PHASE OF WORK	Hours	Hours	Hours	Hours	Hours	Hours	Hours		TASK COST
Task 3 - Phase 1 Programming + Preliminary Design									
Phase 1: Pre-Design Phase									
Kickoff, Coordination and Design Mtgs with DOA & EXP		4					4		\$600.00
Programming Development & Options		12		16			28		\$3,160.00
Subtotal	0	16	0	16	0	0	32		\$3,760.00
Phase 2: Schematic Design Documents									
Coordination and Design Review Mtgs DOA/EXP		4					4		\$600.00
Schematic Design Plans		24		24			48		\$5,640.00
Engineering Report		8				4	12		\$1,400.00
QA/QC & Comment Incorporation		2		8			10		\$980.00
Subtotal	0	38	0	32	0	4	74		\$8,620.00
Phase 3: 30% Design Documents									
Coordination and Design Review Mtgs DOA/EXP		8					8		\$1,200.00
Discovery & Record Review		16					16		\$2,400.00
FPL, AT&T, Comcast Coordination		4	4				8		\$1,180.00
Electrical, Lighting and Fire Alarm Design Plans		32	40	60			132		\$15,700.00
Specifications, Engineering Report & Cost Estimate Review			8			8	16		\$1,560.00
QA/QC & Comment Incorporation		8	4	8	4		24		\$3,020.00
Subtotal	0	68	56	68	4	8	204		\$25,060.00
Phase 4: 60% Design Documents									
Coordination and Design Review Mtgs DOA/EXP		8	8				16		\$2,360.00
CBP Coordination		8	8				16		\$2,360.00
Electrical, Lighting and Fire Alarm Design Plans		60	60	80			200		\$24,500.00
Specifications, Engineering Report & Cost Estimate Review		8	8			16	32		\$3,160.00
QA/QC & Comment Incorporation		8	4	8		4	24		\$2,660.00
Subtotal	0	92	88	88	0	20	288		\$35,040.00
Phase 5: 90% Design Documents									
Coordination and Design Review Mtgs DOA/EXP		8					8		\$1,200.00
FPL, AT&T, Comcast Coordination		4					4		\$600.00
CBP Coordination		8	4				12		\$1,780.00
Electrical, Lighting and Fire Alarm Design Plans		40	40	60			140		\$16,900.00
Specifications, Engineering Report & Cost Estimate Review		8	2			8	18		\$1,890.00
QA/QC & Comment Incorporation		4	2	4		2	12		\$1,330.00
Subtotal	0	72	48	64	0	10	194		\$23,700.00
Phase 6: 100%/Bid Design Documents									
Coordination and Design Review Mtgs DOA/EXP		2					2		\$300.00
Electrical, Lighting and Fire Alarm Design Plans		16	20	32			68		\$8,020.00
Specifications, Engineering Report & Cost Estimate Review		8	4			8	20		\$2,180.00
QA/QC & Comment Incorporation		2	2	2			6		\$760.00
Final Bld Documents		2		8		1	11		\$1,030.00
Subtotal	0	30	26	42	0	9	107		\$12,290.00
Grand Total Hours	0	278	218	278	4	47	825		
Grand Total Labor Cost	\$0.00	\$41,700.00	\$31,610.00	\$23,630.00	\$560.00	\$2,350.00			\$108,470.00



August 14, 2023 (Revised)

July 24, 2023

EXP

400 North Tampa Street, Suite 1015

Tampa, FL 33602

Attn: Mr. Arturo Martinez, P.E., ENV SP, Aviation Project manager

**Re: Proposal for Geotechnical & Lead and Asbestos Services
Proposed GAF Building
Palm Beach International Airport
West Palm Beach, Florida
TSFGeo Proposal No.: 2307-488**

Dear Arturo:

As requested, **Tierra South Florida (TSFGeo)** is pleased to submit this proposal for the above-referenced project. The proposal is based on information provided by EXP on July 19, 2023.

We understand that the proposed construction will include a single-story GAF Building and associates parking space. The proposed building will have an overall area of 10,000 square feet. The building will be located on the south side of the airfield. Additionally, we propose 4 pavement cores within the vicinity of the existing building.

Prior to demolition, lead and asbestos testing will be performed on the existing building.

This proposal includes an outline of our proposed scope of services to be performed, an estimate of the total fees, and our anticipated schedule for completion of the services.

PROPOSED SCOPE OF WORK

The proposed Geotechnical Investigation Services are summarized below in Table 1

Table 1 – Proposed Field Testing	
Location	Proposed Services
GAF Building	Five (5) Standard Penetration Test (SPT) Borings to approximately 25 feet below grade.

Parking and Drainage	Five (5) SPT Borings to a depth of 10 feet Two (2) Borehole Permeability tests (BHP) Four (4) Pavement Cores

Upon completion of the field exploration, some laboratory testing and visual classifications will be performed on selected samples.

The results of all drilling and laboratory testing will be evaluated by a geotechnical engineer. A report will be issued that contains the exploration data and recommendation for foundation design and some construction considerations.

The Geotechnical Report will also include a summary of findings, laboratory results including Moisture Content %, Organic Content %, and Percent Finer than No. 200 Sieve, and will be signed and sealed by a registered professional geotechnical engineer in the State of Florida.

The geotechnical investigation will be performed in accordance with ASTM Standards (ASTM D 420, ASTM D 2487, ASTM D 2488, ASTM D 422, ASTM D 4318, ASTM D 1557, ASTM D 1883, ASTM D 3385, etc.), and AASHTO T-194.

Prior to drilling at the project site, TSF will notify the local utility companies and request that underground utilities be marked. Our experience, however, is that the utility companies will not mark privately owned or airside utilities. **All utilities will be cleared via GPR by a specialty utility locating company (By others).** We believe that significant coordination will likely be required to perform the field operations and it is our understanding that the **work will be conducted during the daytime. Fieldwork will be performed by TSF personnel, escorted by EXP personnel.**

RE: NESHAP Asbestos Demolition and Lead Based Paint Screening

TSFGEO is submitting this proposal to conduct a demolition asbestos survey and Lead Based Paint (LBP) waste characterization screening at the above referenced facility. This proposal includes background information, our proposed scope of services, schedule, and fee information.

Background

Our Sub DPS understands that EXP, Inc. is providing engineering services for Palm Beach International Airport (PIA). As part of the upcoming work an existing structure identified as the Central Aviation Facility requires a demolition and Lead Based Paint survey.

The State of Florida Department of Environmental Protection (FDEP) requires an asbestos demolition

survey prior to any removal activities. TSF understands that the building structure is a single story and approximately 4,500 square feet. EXP has requested this proposal to complete the asbestos demolition survey and LBP waste characterization screening.

ASBESTOS SAMPLING SURVEY

The purpose of the asbestos sampling survey is to determine the presence of materials and surfaces that commonly contain asbestos. The scope of services is described as follows.

FIELD SERVICES

- Review, utilize and reference information from previous asbestos sampling reports, if available, as-builts and blueprints made available to DPS.
- Provide descriptive location information, such as floor tile, dry wall, roof mastic, and ceiling covering in our report.
- Conduct a visual survey by an EPA-accredited building inspector as required by EPA 40 CFR 763 to determine the presence and approximate locations of exposed and/or accessible suspect asbestos-containing materials.
- DPS will adhere to all safety requirements as set forth in Occupational Safety and Health Administration (OSHA) Standard 29 CFR 1910.1001, 29 CFR 1926.1101, 29 CFR 1910.1025 and 29 CFR 1926.62.
- Bulk sampling will conform to current local and state requirements.

LABORATORY ANALYSES

- Bulk sample analyses by Polarized Light Microscopy (PLM) with dispersion staining.
- The laboratory will maintain (NIST/NVLAP) Accreditation for asbestos analysis.

LEAD BASED PAINT WASTE CHARACTERIZATION SCREENING

- Provide an X-ray Fluorescence (XRF) machine to screen painted surfaces for the presence of Lead Based Paint.
- Detailed field notes will be obtained for all areas screened. Surface coatings will be screened to determine if LBP is present, absent, or undetermined.
- The screening will determine whether lead-based paint is present in the structure including common areas and exterior surfaces; and If present, which building components contain lead-based paint.
- Areas identified to contain LBP will be sampled for laboratory analysis. Total Lead samples will be analyzed by a NELAP certified laboratory.

Report

At the completion of the field and laboratory work, DPS will prepare a report outlining the field procedures, findings and observations in the format shown below.

- Methodology
- Laboratory Results
- Recommendations

Schedule

TSFGeo can begin work within 15 workdays after receiving your written authorization and we anticipate all fieldwork will be completed within one week. Completion of the final report will be prepared within 30 workdays of completing the field inspection.

ESTIMATED FEES

Geotechnical Services

It is proposed that the fee for the performance of the services outlined above is determined on a unit price basis in accordance with the attached Fee Schedule and that the services be performed pursuant to TSFGeo's General Conditions enclosed herewith and incorporated into this proposal. On the basis of the proposed quantities, the estimated total fee is about **\$21,733.44**. **(Total for both services \$29,233.44)**

Our estimate covers the work needed to present our findings in a formal report. Not included are reviews of foundation drawings, preparation of construction specifications, special conferences and any other work requested after submittal of our report.

Boring, sampling, and testing requirements are functions of the subsurface conditions encountered. Therefore, the estimated fee previously indicated is approximate, and compensation for the exploration will be based on the actual work and tests performed. We will endeavor to keep the exploration cost at a minimum consistent with good engineering practice.

Lead and Asbestos Survey

Based upon the above outlined scope of work, the fee for providing the asbestos demolition survey and LBP waste characterization screening is **\$7,500.00 lump sum**. This includes a total of up to 40 asbestos samples and 15 LBP chip samples. Should TSF anticipate exceeding the base sample amount we will contact EXP to authorize additional samples.

SCHEDULE AND AUTHORIZATION

Geotechnical Services

TSFGeo will proceed with the work after receipt of a signed copy of this proposal. With our present schedule, we can commence work within several days of project approval (weather permitting) and fieldwork will take about 3 to 4 days to complete. The written report can be submitted in about three weeks after completion of the field exploration, depending on the extent of the laboratory-testing program. Verbal preliminary results can be provided to appropriate parties prior to submittal of the written report.

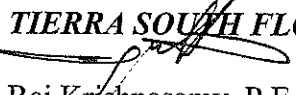
Lead & Asbestos Survey


TSFGeo can begin work within 15 workdays after receiving your written authorization and we anticipate all fieldwork will be completed within one week. Completion of the final report will be prepared within 30 workdays of completing the field inspection.

We at TSFGeo appreciate the opportunity to submit this proposal and look forward to working with you on this project. If you should have any questions concerning our proposal, please contact our office.

Respectfully submitted,

TIERRA SOUTH FLORIDA, INC.


Raj Krishnasamy, P.E.
President


Ramakumar Vedula, P.E.
Principal Engineer

Attachments:

General Conditions
Fee Estimate (Geotechnical Services)

Proposal for Geotechnical & Lead and Asbestos Services
GAF Building
Palm Beach International Airport
West Palm Beach, Florida
TSFGeo Proposal No.: 2307-488
Page 6

AUTHORIZED BY:	INVOICE TO:
Name:	Firm:
Title:	Name:
Date:	Address:
	Phone :

Proposal for Geotechnical & Lead and Asbestos Services

GAF Building

Palm Beach International Airport

West Palm Beach, Florida

TSGGeo Proposal No.: 2307-488

Page 7

TSGGeo's General Conditions

1. **SCOPE OF WORK** - Work means the specific geotechnical, analytical, testing or other service to be performed by Tierra South Florida, Inc. (TSGGeo) as set forth in TSGGeo'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 TSGGeo. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of TSGGeo's work. TSGGeo shall have no duty or obligation to any third party greater than that set forth in TSGGeo's proposal, Client's acceptance of TSGGeo's proposal and these General Conditions. The ordering of work from TSGGeo, or the reliance on any of TSGGeo's work, shall represent acceptance of the terms of TSGGeo'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 TSGGeo and all necessary equipment in order to complete the work. While TSGGeo 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 TSGGeo 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 TSGGeo harmless for any damages to subterranean structures which are not called to TSGGeo's attention and correctly shown on the plans furnished and will reimburse TSGGeo 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** - TSGGeo 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** - TSGGeo 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 TSGGeo 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 TSGGeo 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 TSGGeo and that the data, interpretations and recommendations of TSGGeo are based solely on the information available to it. TSGGeo 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 TSGGeo, as instruments of service, shall remain the property of TSGGeo 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 TSGGeo for service and/or expenses within 60 days of date of invoice, TSGGeo may, after giving seven days' written notice to Client, suspend services until all outstanding amounts have been paid to TSGGeo in full. Further, TSGGeo may, in addition to withholding services, or 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, TSGGeo 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 TSGGeo 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** - TSGGeo 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 TSGGeo's conclusions and recommendations.
12. **INDEMNIFICATION** -TSGGeo agrees to hold harmless and indemnify Client from and against liability arising out of TSGGeo's negligent performance of the work. Client agrees to indemnify and hold TSGGeo harmless from all liability including all costs, attorney's 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 TSGGeo was not solely negligent.
13. **LIMITATION OF LIABILITY** -The Client/Owner agrees to limit TSGGeo's liability for negligent professional acts, errors or omissions, such that the total aggregate liability of TSGGeo 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 TSGGeo's negligent professional acts, errors or omissions.
 - 13.1. If Client prefers to have higher limits on professional liability, TSGGeo 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** -TSGGeo represents that it and its agents, staff and consultants employed by it are protected by Worker's Compensation insurance and Employer's Liability Insurance in conformance with applicable state laws. TSGGeo has such coverage under public liability and property damage insurance policies that TSGGeo 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, TSGGeo agrees to indemnify and save client harmless from and against any loss, damage or liability arising from any negligent acts by TSGGeo, its agents, staff and consultants employed by it. TSGGeo shall not be responsible for any loss, damage or liability beyond the amounts, limits and considerations of such insurance. TSGGeo 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, TSGGeo 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, TSGGeo 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, TSGGeo 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 TSGGeo in completing such analyses, records and reports.
16. **CLIENT'S OBLIGATION TO NOTIFY TSGGeo** - Client represents and warrants that it has advised TSGGeo of any known or suspected hazardous materials or conditions, utility lines and pollutants at any site at which TSGGeo is to do work hereunder, and unless TSGGeo has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save TSGGeo 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 TSGGeo'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 TSGGeo by Client.
17. **HAZARDOUS MATERIALS** -This agreement shall not be interpreted as requiring TSGGeo 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 _____

Proposal for Geotechnical & Lead and Asbestos Services

GAF Building

Palm Beach International Airport

West Palm Beach, Florida

TSFGeo Proposal No.: 2307-488

Page 8

FIELD INVESTIGATION

Mobilization of Men and Equipment

Truck-Mounted Equipment	LS	3	\$	450.00	\$	1,350.00
Support Vehicle	DAY	3	\$	150.00	\$	450.00

Standard Penetration Test Borings

(By Truck-Mounted Equipment)

Land: 0 - 50 ft depth	L.F.	175	\$	15.00	\$	2,625.00
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Grout-Seal Boreholes

(By Truck-Mounted Equipment)

Land: 0 - 50 ft depth	L.F.	175	\$	7.00	\$	1,225.00
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Casing

(By Truck-Mounted Equipment)

Land: 0 - 50 ft depth	L.F.	125	\$	8.00	\$	1,000.00
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BHP	Each	2	\$	450.00	\$	900.00
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Pavement Cores	Each	4	\$	250.00	\$	1,000.00
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Generator Rental	LS	1	\$	450.00	\$	450.00
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LABORATORY TESTING

Natural Moisture Content Tests	Test	5	\$	15.00	\$	75.00
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Grain-Size Analysis - Full Gradation	Test	5	\$	65.00	\$	325.00
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Organic Content Tests	Test	5	\$	50.00	\$	250.00
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Atterberg Limit Tests	Test	0	\$	90.00	\$	0.00
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Laboratory CBR + Sampling	Test	0	\$	500.00	\$	0.00
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ENGINEERING/COORDINATION/MANAGEMENT

Project Manager	Hour	4	\$	253.06	\$	1,012.24
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Principal Engineer	Hour	10	\$	269.40	\$	2,694.00
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Project Engineer	Hour	24	\$	166.53	\$	3,996.72
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Senior Technician	Hour	30	\$	91.68	\$	2,750.40
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CADD	Hour	16	\$	101.88	\$	1,630.08
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\$ **21,733.44**

PALM BEACH COUNTY GENERAL CONSULTING SERVICES

EXHIBIT B

Detailed Fees, Expenses, and Payments

A. Methods of Payment for Services and Expenses of Consultant

1. Level I Tasks:

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

The total lump sum payment by the COUNTY to the CONSULTANT for rendering basic services for Task Level I projects as described in Exhibit "A-1", including labor costs, is **\$1,109,068.11**. Time and Material payments for Task Level I services, which include survey, geotechnical and specialty subconsultant fees, are **\$48,337.44**. Lump Sum Expenses for Task Level I services are **\$0**. Reimbursable expenses for Task Level I services are **\$1,454.00**. The total for labor and expenses for Task I services shall be **\$1,158,859.55**.

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

2. Level III Tasks - Miscellaneous and Administrative Services for projects in the program contract for 2023:

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

Miscellaneous Architectural, Planning, Financial, Environmental, Engineering and Construction Services (III-23-DOA-E-001)

A Not-To-Exceed labor and expense allowance of One Hundred Fifty Thousand Dollars (\$150,000) is provided to additional services performed under Task III-23-DOA-E-001. A separate proposal or authorization is to be required for this Task. This is to serve as a record keeping arrangement for the performance of miscellaneous planning, financial, environmental, engineering and construction services not included under Task I. Billing will be on a lump sum or hourly basis as approved by the COUNTY with lump sum and/or reimbursable expenses listed, all charged against Task III-23-DOA-E-001 as established in this Contract.

Miscellaneous:

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

3. Prime Subconsultants:

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

Prime Subconsultants are:

- A. Brown & Phillips, Inc. (DBE)
- B. Cyriacks Environmental Consulting Services, Inc (DBE)
- C. Colomé & Associates, Inc. (DBE)
- D. Digital Building Services, LLC (DBE)
- E. Introba
- F. Johnson, Levinson, Ragan, Davila, Inc.
- G. JSM & Associates, LLC
- H. Luis Vidal + Architects
- I. Michael Baker International Inc.
- J. Quantum Electrical Engineering, Inc. (DBE)
- K. Tierra South Florida (DBE)

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

4. Special Subconsultants and Subcontractors:

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

5. Reimbursable Expenses:

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

B. Time and Method of Payment

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

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

C. General

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

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

EXHIBIT "B"

SCHEDULE OF PAYMENTS

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

PHASE 1

Task(s) to be Completed:

Task I-23-PBI-E-001: PBI GA FIS

Completion Time: 420 Calendar Days

Compensation for Phase 1:

\$ 1,158,859.55

Deliverable(s) Required:

See Exhibit A for list of deliverables.

PHASE 3

Task(s) to be Completed:

III-23-DOA-E-001: Miscellaneous Architectural, Planning, Financial, Environmental, Engineering and Construction Services

Completion Time: TBD

Compensation for Phase 3:

\$150,000

Deliverable(s) Required: As required in accordance with specific Task Authorizations.

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

PALM BEACH COUNTY GENERAL CONSULTING SERVICES

EXHIBIT B-1

2023 Hourly Billing Rates¹

The following is a summary of the 2023 hourly billing rates by labor category for each of the primary team members associated with the EXP Team. The following hourly billing rates are for used during Calendar Year 2023 and apply to the Palm Beach County Department of Airports General Consulting Services Contract. Overhead and profit is included in these billing rates for the CONSULANT. The manhour salary costs by job title description may be increased at the COUNTY’S discretion.

SCHEDULE OF HOURLY LABOR BILLING RATES

CONSULTANT: EXP U.S. SERVICES INC. (PRIME)

DESCRIPTION	HOURLY BILLING RATES
Principal	\$319.00
Sr. Project Manager	\$232.00
Project Manager	\$174.00
QA/QC Manager	\$203.00
Sr. Architect Design Manager	\$290.00
Sr. Architectural Designer	\$203.00
Architectural Designer	\$159.50
Architectural Intern	\$101.50
GIS Technician	\$145.00
Sr. CADD Technician	\$116.00
Permit Expeditor	\$159.50
Senior Sustainability Manager	\$261.00
Environmental Project Manager	\$162.40
Sustainability Planner	\$130.50
Energy Modeler	\$185.60
MEP Engineering Manager	\$290.00
Sr. Mechanical Engineer	\$203.00
Mechanical Engineer	\$174.00
Jr. Mechanical Engineer	\$101.50

DESCRIPTION	HOURLY BILLING RATES
Sr. Electrical Engineer	\$203.00
Electrical Engineer	\$174.00
Jr. Electrical Engineer	\$101.50
Sr. Plumb. / FP Engineer	\$217.50
Plumb. / FP Engineer	\$116.00
Jr. Plumb. / FP Engineer	\$101.50
Sr. Structural Engineer	\$203.00
Structural Engineer	\$159.50
Jr Structural Engineer	\$130.50
Threshold Inspector	\$217.50
Sr. Airfield Engineer	\$290.00
Sr. Civil Engineer	\$208.80
Civil Engineer	\$188.50
Jr. Civil Engineer	\$159.50
Administrative Assistant	\$101.50
Construction Manager	\$194.21
Construction Contract Administrator	\$235.83
Sr. Construction Inspector	\$152.59
Construction Inspector	\$124.85
MEP Inspector	\$158.14

CONSULTANT: BROWN & PHILLIPS, INC.

DESCRIPTION	HOURLY BILLING RATES
Professional Land Surveyor	\$150.00
Survey Technician	\$96.00
CAD Technician	\$96.00
Survey Crew (3 person)	\$207.00
Survey Crew	\$156.00
Clerical	\$90.00

DESCRIPTION	UNIT	RATE
Underground Utility Targeting (SUE) Services	day	\$2,000.00
Preparation of Legal Descriptions & Sketches	each	\$600.00
Small All Terrain Vehicle Rental	day	\$100.00
Small Boat for soundings	day	\$60.00

CONSULTANT: CYRIACKS ENVIRONMENTAL CONSULTING SERVICES, INC.

DESCRIPTION	HOURLY BILLING RATES
Chief Scientist	\$274.05
Sr Environmental Scientist	\$122.61
Environmental Scientist A	\$108.18
Environmental Scientist B	\$100.95
GIS Specialist	\$108.18
Scientist	\$79.32
Administrative Assistant	\$84.09

CONSULTANT: COLOMÉ & ASSOCIATES, INC.

DESCRIPTION	HOURLY BILLING RATES
Principal / Project Architect	\$169.04
Senior Project Manager	\$138.65
Project Coordinator	\$116.88
Draftsperson	\$85.96
Administrative Assistant	\$69.33
Clerical	\$43.68

CONSULTANT: DIGITAL BUILDING SERVICES, LLC

DESCRIPTION	HOURLY BILLING RATES
Principal	\$116.09
Sr. Project Manager	\$73.15
Project Manager	\$67.62
BIM Manager	\$107.40
Sr. CADD Technician	\$60.38
Administrative Assistant	\$55.74

CONSULTANT: INTROBA

DESCRIPTION	HOURLY BILLING RATES
Project Director BHS	\$300.32
Senior BHS Project Manager	\$213.06
BHS Engineer Manager	\$203.76
BHS Sr. Designer	\$164.28
BHS Tech Analyst	\$183.16
BHS Designer	\$146.46
BHS Construction Manager	\$178.88
Principal Consultant - Technology	\$213.76
Senior Technical Consultant - Technology	\$193.54

CONSULTANT: JOHNSON, LEVINSON, RAGAN, DAVILA, INC.

DESCRIPTION	HOURLY BILLING RATES
Principal	\$231.75
Project Engineer	\$151.51
Engineer	\$91.64
Senior Designer	\$110.86
Designer	\$83.17
Construction Administration	\$137.39
CADD Technician	\$67.08
Secretarial	\$85.93

CONSULTANT: JSM & ASSOCIATES, LLC

DESCRIPTION	HOURLY BILLING RATES
Principal	\$288.45
Sr. PM	\$245.19
PM	\$201.90
Sr. CADD Technician	\$129.81
Administrative Assistant	\$75.00

CONSULTANT: LUIS VIDAL + ARCHITECTS

DESCRIPTION	HOURLY BILLING RATES
Principal	\$360.58
Sr. Project Manager	\$230.77
Project Manager	\$147.12
Sr. Architect Design Manager	\$122.60
Sr. Architectural Designer	\$129.81
Architectural Designer	\$115.38
Administrative Assistant	\$83.65

CONSULTANT: MICHAEL BAKER INTERNATIONAL INC.

DESCRIPTION	HOURLY BILLING RATES
Sr. Project Manager	\$289.57
Project Manager	\$214.69
Sr. CADD Technician	\$160.68
CADD Technician	\$97.90
Sr. Civil Engineer	\$217.12
Civil Engineer	\$147.42
Jr. Civil Engineer	\$110.19
Sr. Planner	\$250.08
Planner	\$133.70
Administrative Assistant	\$104.13

CONSULTANT: QUANTUM ELECTRICAL ENGINEERING, INC.

DESCRIPTION	HOURLY BILLING RATES
Project Manager	\$170.00
Professional Engineer	\$150.00
Project Engineer	\$145.00
CADD/Technician	\$85.00
Clerical	\$50.00
Field Engineer/RPR	\$140.00

CONSULTANT: TIERRA SOUTH FLORIDA

DESCRIPTION	HOURLY BILLING RATES
Project Manager	\$253.06
Principal Engineering	\$269.40
Senior Engineer	\$175.00
Project Engineer	\$166.53
Asphalt Plant Inspector	\$101.88
Asphalt Field Inspector	\$101.88
Threshold Inspector	\$101.88
Senior Technician	\$91.68
Technician	\$67.92
CADD	\$101.88

DESCRIPTION	UNIT	RATE
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SOILS TESTS

A. Compaction and Stabilization

1. Moisture-Density Relationship

a. Standard or Modified Proctor on Soil (AASHTO T-99 or T-180, 4" Mold) each \$120.00

b. Modified Proctor on Limerock (AASHTO T-180, 6" Mold) each \$150.00

B. Nuclear Density Test -up to five (5) test per trip trip \$140.00

1. Additional Density tests (beyond 5 tests) each \$28.00

C. Sand Cone Density Test- up to three (3) tests per trip trip \$180.00

1. Additional Sand Cone Tests (beyond 3 tests) each \$60.00

D. Florida Bearing Value Test each \$75.00

E. Limerock Bearing Ratio Test each \$350.00

F. Atterberg Limit Test each \$90.00

1. Liquid Limit Tests (only) each \$55.00

2. Plastic Limit Tests (only) each \$35.00

G. Carbonate Content Test each \$120.00

H. Organic Content Test each \$50.00

I. D.O.T. Corrosivity each \$210.00

J. Soil Observation (on Site) hour \$65.00

DESCRIPTION	UNIT	RATE
K. Natural Moisture Content	each	\$15.00
L. Unit Weight and Moisture Content (Undisturbed Sample)	each	\$50.00
M. Grain-Size Analysis - Full Gradation	test	\$65.00
N. Grain-Size Analysis - Single Sieve	test	\$35.00
O. Laboratory CBR + Sampling	test	\$500.00
P. Grain-Size with Hydrometer	test	\$115.00
P. Grain-Size with Hydrometer	test	\$115.00
CONCRETE & MASONRY MATERIALS		
A. Concrete Compression Test (Min four (4) cylinders per set)		
Prepare cylinders & slump test on site & deliver to lab	set	\$150.00
B. Additional Concrete Cylinders	each	\$20.00
C. Concrete Compression test only (deliver to lab)	each	\$20.00
D. Slump Test	each	\$15.00
E. Air Content Test	each	\$25.00
F. Stand-by	hour	\$65.00
G. Grout Prism (Four (4) per set)		
Includes preparation of Prism on site	set	\$150.00
H. 2 x 2" Mortar Cubes (Six (6) per set)		
Includes preparation of Cubes on site	set	\$150.00
I. Additional Mortar Cubes	each	\$20.00
J. Masonry Units		
1. Compressive Strength	unit	\$120.00
2. Absorption	unit	\$80.00
K. Concrete Cores (Min 3)		
1. Secure, Trim & Test	core	\$90.00
2. Testing of Core (deliver to lab (incl. trim))	core	\$55.00
L. Swiss Hammer Testing	hour	\$65.00
M. Windsor Probe Test (Min 3 shots)	test	\$175.00
N. Additional Windsor Probe Tests	test	\$125.00
AGGREGATE TESTING		
A.	Grain Size determination	test
1. Full grain size (8 sieves)		\$115.00
2. Wash Through (#200)	test	\$115.00
B. Sieve Analysis - Coarse Aggregate	test	\$115.00
C. Specific Gravity & Absorption of Fine or Coarse Aggregate	test	\$115.00

DESCRIPTION	UNIT	RATE
ASPHALT TESTING		
A. Asphalt Plant Facility Inspection	day	\$990.00
B. Asphalt Cores (Obtaining core samples)	each	\$250.00
C. Asphalt Extraction & Gradation	test	\$160.00
D. Asphalt Density & Thickness	test	\$28.00
E. Marshall Stability (incl. density, flow & stability of 3 specimens)(SO blows)	test	\$175.00
F. Coring Machine plus Generator Rental	trip	\$450.00
FIELD EXPLORATIONS		
A. Power Auger Borings	feet	\$13.00
B. Hand Augers	hour	\$140.00
C. Standard Penetration Tests - Truck		
1. 0' - 50'	feet	\$15.00 (day)
0'-50'	feet	\$20.00 (night)
2. 51' -100'	feet	\$17.00 (day)
51' -100'	feet	\$23.00 (night)
D. Grout Bore Holes		
1. 0' - 50'	feet	\$7.00 (day)
0'-50'	feet	\$8.00 (night)
2. 51' -100'	feet	\$8.00 (day)
51'-100'	feet	\$9.50 (night)
E. Casing		
1. 0' - 50'	feet	\$8.00 (day)
0'-50'	feet	\$9.50 (night)
2. 51' -100'	feet	\$10.00 (day)
51' -100'	feet	\$11.50 (night)
F. Visual Examination/Stratify	hour	\$130.00
G. Percolation Test	test	\$400.00
H. Muck Probing (4 hour min)	hour	\$140.00
I. Mobilization of drilling equipment to project (Min Charge)	Lump Sum	\$450.00
J. Support Vehicle	day	\$150.00
K. Double Ring Infiltration Test	test	\$850.00
L. Field Permeability Test	test	350
M. Field Permeability Test	test	450
N. Field CBR (Kessler Method)	each	\$450.00

PALM BEACH COUNTY GENERAL CONSULTING SERVICES

EXHIBIT B-II

Schedule of Payments

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

PHASE 1

- Tasks to be completed: All Level 1 and Level 2 tasks prescribed herein as Work Program #1.
- Completion Time: 14 Months from issuance of Notice to Proceed (NTP).
- Compensation for Phase 1: Total of \$1,158,859.55 (excludes Level 3 tasks) to be paid incrementally by the Palm Beach Department of Airports (DOA) on a monthly basis to reflect the actual level of effort performed to date.
- Deliverable(s) required: In addition to the final and interim deliverables prescribed in Exhibit A-1, monthly progress reports will be submitted by the CONSULTANT to the DOA.

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

Table B-3

Schedule of Subsistence and Reimbursable Expenses

The following unit prices are used in the Contract for work beginning in Calendar Year 2019. Adjustments for subsequent years will be based on Federal rates at the current time of future written authorization.

Air Travel ^{1/}	At Coach/Economy Cost <i>Based on appropriate City-Pair</i>
Per Diem	\$95/Day <i>Based on a quarter period (6 hours), no receipts.</i>
OR:	
Hotel Lodging	Based on most economical accommodations for purposes of travel
Subsistence	\$40.00 per person per day <ul style="list-style-type: none"> ➤ Breakfast: \$6.00 ➤ Lunch: \$12.00 ➤ Dinner: \$22.00 <i>Based on Palm Beach County Policies and Procedures Manual Travel – PPM# CW-F-009</i>
Rental Car	Based on most economical vehicle for purposes of travel
Personal Auto	Based on IRS Standard Rate at time of travel <i>Based on Palm Beach County Policies and Procedures Manual Travel PPM# CW-F-009</i>
Overnight Delivery	At Cost
Outside Reprographic Services	At Cost

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

Source: Palm Beach County Policies and Procedures Manual Travel – PPM # CW-F-009

PALM BEACH COUNTY GENERAL CONSULTING SERVICES

EXHIBIT C – Proposed Schedules

EXHIBIT A-1-1 – Task I-23-PBI-E-001 PBI GA FIS

Phase Description	Duration (Calendar Days)	Dates
Notice to Proceed (K.O. Meeting)	0	11/07/2023
Phase 1 Program Verification	60	01/06/2024
Phase 2 Schematic Design	30	02/05/2024
Phase 3 Design Development / 30% Construction Documents	90	05/05/2024
Phase 4 60% Construction Documents	120	09/02/2024
Phase 5 90% Construction Documents	90	12/01/2024
Phase 6 100% Construction Documents	30	12/31/2024
Total Duration from K.O. Meeting	420	12/31/2024

PALM BEACH COUNTY GENERAL CONSULTING SERVICES

EXHIBIT D

Disadvantaged Business Enterprise Compliance

Table D-1 summarizes the estimated fees for each of our team members that are a certified DBE firm, demonstrating that we will exceed the DBE goal of 20.9 percent during Work Program #1.

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

LOI/SOQ Project Description: Airport General Consulting
 Name of Respondent: EXP U.S. Services Inc. Change Order/Task/Amendment No. (if applicable): Original Contract
 Contact Person: Marcos Souza E-mail Address: Marcos.Souza@exp.com
 Address: 201 Alhambra Circle Suite 800, Coral Gables, FL 33134
 Phone No: (O) 786.774.5379 (C) 954.999.8292 Fax No: 786.774.5380

Name, Address & Phone No. of DBE Firm	Description of Type of Work	Classification (Check applicable box)	Dollar Amount			
			Black	Hispanic	Women	Other (Please Specify)
Brown & Phillips 1860 Old Okeechobee Rd, Suite 509 West Palm Beach, FL 561.615.3988	Land Surveying	<input type="checkbox"/> Prime Consultant <input checked="" type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier <input type="checkbox"/> Manufacturer	<u>2.30</u> %	_____ %	_____ %	_____ %
Cyriacks Environmental Consulting 3001 SW 15 th St. Suite B Deerfield Beach, FL 954.571.0290	Environmental	<input type="checkbox"/> Prime Consultant <input checked="" type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier <input type="checkbox"/> Manufacturer	_____ %	_____ %	<u>1.05</u> %	_____ %
Colome & Associates Inc. 530 24th ST, West Palm Beach, FL 561.833.9147	Architecture Support	<input type="checkbox"/> Prime Consultant <input checked="" type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier <input type="checkbox"/> Manufacturer	_____ %	_____ %	<u>6.01</u> %	_____ %
Quantum Electrical Engineering 2755 Vista Parkway Suite I-12, West Palm Beach, FL 561.210.9224	Electrical Engineering	<input type="checkbox"/> Prime Consultant <input checked="" type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier <input type="checkbox"/> Manufacturer	_____ %	_____ %	<u>9.36</u> %	_____ %
TSF Geo 2765 Vista Parkway Suite 10 West Palm Beach, FL 561.687.8536	Geotechnical Engineering	<input type="checkbox"/> Prime Consultant <input checked="" type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier <input type="checkbox"/> Manufacturer	_____ %	_____ %	_____ %	<u>2.52</u> % (Asian)

Total Percentage of DBE Participation: 21.24%

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: _____

Date: 09-27-2023

Signature
Marcos Souza, PE – Director of Aviation
Print Name/Title of Person Executing on Behalf of the Respondent

**EXHIBIT 5B - SCHEDULE 2(A)
LETTER OF INTENT TO PERFORM AS A DISADVANTAGED ENTERPRISE
(Professional Services)**

LOI/SQQ Project Description: General Consultant Services for Airports Facilities & Systems

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

Name of Prime Respondent: EXP U.S. Services Inc.

Name of DBE Firm: Brown & Phillips, Inc.

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

- | | | | |
|---|---|---------------------------------------|---|
| <input checked="" type="checkbox"/> Black | <input type="checkbox"/> Hispanic | <input type="checkbox"/> Women | <input type="checkbox"/> Other (Please Specify) _____ |
| <input type="checkbox"/> Prime Contractor | <input checked="" type="checkbox"/> Subcontractor | <input type="checkbox"/> Manufacturer | <input type="checkbox"/> 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):

Additional Sheets may be used as necessary.

(Additional Sheets may be used as necessary)

Total Percentage of Participation by DBE Firm for this Project: 2.30 %
(Subcontractor/Supplier's Quote)

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:

_____ %	<input type="checkbox"/> DBE Certified
<small>(Name of Subcontractor)</small>	<small>(Percentage of work to be subcontracted)</small>
	<input type="checkbox"/> 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. The undersigned subcontractor/supplier understands that the provision of this form to the Prime Respondent does not prevent the subcontractor from providing quotations to other Respondents.

Brown & Phillips, Inc.
John E. Phillips, III, President
Printed Name of DBE Subcontractor

By: John E. Phillips, III

Date: 09/12/2023

EXHIBIT 5B - SCHEDULE 2(A)
LETTER OF INTENT TO PERFORM AS A DISADVANTAGED ENTERPRISE
(Professional Services)

LOI/SQQ Project Description: General Consultant Services for Airports Facilities & Systems

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

Name of Prime Respondent: EXP U.S. Services Inc.

Name of DBE Firm: Cyriacks Environmental Consulting Services, Inc.

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

- Black Hispanic Women Other (Please Specify) _____
 Prime Contractor 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):

Additional Sheets may be used as necessary.

Environmental Consulting Services, Inc.

(Additional Sheets may be used as necessary)

Total Percentage of Participation by DBE Firm for this Project: 1.05 %
(Subcontractor/Supplier's Quote)

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:

_____% 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. The undersigned subcontractor/supplier understands that the provision of this form to the Prime Respondent does not prevent the subcontractor from providing quotations to other Respondents.

Cyriacks Environmental Consulting Services, Inc. (dba CECOS)
Printed Name of DBE Subcontractor

By: [Signature]
Signature

Date: 09/12/2023

Schedule 2 (A) (v.02-04-15)

EXHIBIT 5B - SCHEDULE 2(A)
LETTER OF INTENT TO PERFORM AS A DISADVANTAGED ENTERPRISE
(Professional Services)

LOI/SQQ Project Description: General Consultant Services for Airports Facilities & Systems

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

Name of Prime Respondent: EXP U.S. Services Inc.

Name of DBE Firm: Colomé & Associates, Inc.

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

- Black Hispanic Women Other (Please Specify) _____
 Prime Contractor 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):

Additional Sheets may be used as necessary.

(Additional Sheets may be used as necessary)

Total Percentage of Participation by DBE Firm for this Project: 6.01 %
(Subcontractor/Supplier's Quote)

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:

Colomé & Associates, 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. The undersigned subcontractor/supplier understands that the provision of this form to the Prime Respondent does not prevent the subcontractor from providing quotations to other Respondents.

Colomé & Associates, Inc.
Printed Name of DBE Subcontractor

By: _____
Signature

Date: 09/12/2023

**EXHIBIT 5B - SCHEDULE 2(A)
LETTER OF INTENT TO PERFORM AS A DISADVANTAGED ENTERPRISE
(Professional Services)**

LOI/SQQ Project Description: General Consultant Services for Airports Facilities & Systems

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

Name of Prime Respondent: EXP U.S. Services Inc.

Name of DBE Firm: Quantum Electrical Engineering, Inc.

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

- Black Hispanic Women Other (Please Specify) _____
 Prime Contractor 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):

Additional Sheets may be used as necessary.

(Additional Sheets may be used as necessary)

Total Percentage of Participation by DBE Firm for this Project: 9.36 %
(Subcontractor/Supplier's Quote)

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:

_____ %	<input type="checkbox"/> DBE Certified
(Name of Subcontractor) (Percentage of work to be subcontracted)	<input type="checkbox"/> 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. The undersigned subcontractor/supplier understands that the provision of this form to the Prime Respondent does not prevent the subcontractor from providing quotations to other Respondents.

Quantum Electrical Engineering, Inc.

Printed Name of DBE Subcontractor

By: 
Signature

Date: 09/2/2023

Schedule 2 (A) (v.02-04-15)

EXHIBIT 5B - SCHEDULE 2(A)
LETTER OF INTENT TO PERFORM AS A DISADVANTAGED ENTERPRISE
(Professional Services)

LOI/SQQ Project Description: General Engineering Consultant Services for Airport Facilities & Systems

Change Order/Task /Amendment No. (if applicable): Not applicable

Name of Prime Respondent: EXP U.S.Services INC.

Name of DBE Firm: Tierra South Florida, Inc. dba TSFGeo

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

- Black Hispanic Women Other (Please Specify) Asian
 Prime Contractor 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):

Additional Sheets may be used as necessary.

Geotechnical Engineering Services

(Additional Sheets may be used as necessary)

Total Percentage of Participation by DBE Firm for this Project: 2.52 %
(Subcontractor/Supplier's Quote)

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. d/b/a TSFGeo _____ % 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. The undersigned subcontractor/supplier understands that the provision of this form to the Prime Respondent does not prevent the subcontractor from providing quotations to other Respondents.

Tierra South Florida, Inc. dba TSFGeo
Printed Name of DBE Subcontractor

By: [Signature]
Signature

Date: 09/12/2023

PALM BEACH COUNTY GENERAL CONSULTING SERVICES

EXHIBIT E

Additional Contract Requirements for State and Federally Funded Projects

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

Access to Records and Reports (FAA A1.3)

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

Breach of Contract Terms (FAA A3.3)

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

Title VI List of Pertinent Nondiscrimination Acts and Authorities (FAA A6.4.5)

During the performance of this Contract, the Consultant, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities (“Acts and Regulations”), including, but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and

Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

Clean Air and Water Pollution Control (FAA A7.3)

Consultant agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Consultant agrees to report any violation to the County immediately upon discovery. The County assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration. Consultant must include this requirement in all subcontracts that exceeds \$150,000.

Contract Work Hours and Safety Standards Act (FAA A8.3)

(1) Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Consultant and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in

the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

(3) Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

(4) Subcontractors.

The Consultant or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

Certification Regarding Debarment and Suspension (FAA A11.3.1/A11.3.2)

By submitting a bid/proposal under this solicitation, the Consultant certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

The Consultant, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The Consultant will accomplish this by:

- a. Checking the System for Award Management at website: <http://www.sam.gov>.
- b. Collecting a certification statement similar to the Certification of Offerer /Bidder Regarding Debarment, above.
- c. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

Texting When Driving (FAA A13.3)

In accordance with Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving”, (10/1/2009) and DOT Order 3902.10, “Text Messaging While Driving”, (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the County encourages the Consultant to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Consultant must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

Energy Conservation Requirements (FAA A14.3)

Consultant and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201*et seq.*).

Equal Employment Opportunity (FAA A16.3.1)

During the performance of this Contract, the Consultant agrees as follows:

- (1) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Consultant will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers’ representatives of the Consultant’s commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant

thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

Fair Labor Standards Act (FAA A17.3)

All contracts and subcontracts that result from this Contract incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

Lobbying and Influencing Federal Employees (FAA A18.3)

Consultant certifies, to the best of its knowledge and belief:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall

complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Occupational Safety and Health Act of 1970 (FAA A20.2)

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

Procurement of Recovered Materials (FAA A21.3)

Consultant and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Consultant and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- 1) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
- 2) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

Rights to Inventions (FAA A22.3)

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the County in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR §401.14.

Consultant must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

Seismic Safety (FAA A23.3.1)

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the County a “certification of compliance” that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

Certification Regarding Tax Delinquency and Felony Convictions (FAA A24.3)

The Consultant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The Consultant that it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

3) The Consultant represents that it is () is not (✓) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

4) The Consultant represents that it is () is not (✓) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If Consultant responds in the affirmative to either of the above representations, the Consultant is ineligible to receive an award unless the County has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government’s interests. The Consultant therefore must provide information to the County about its tax liability or conviction to the County, who will then notify the FAA Airports District Office, which will then notify the agency’s SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not

being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Termination for Convenience/Default (FAA A25.3.1/A25.3.2)

See Article 5 – Termination of this Contract.

Trade Restriction Clause (FAA A26.3)

The Consultant certifies that with respect to this solicitation and any resultant contract, the Consultant

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

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

The Consultant must provide immediate written notice to the County if the Consultant learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Consultant must require subcontractors provide immediate written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Consultant or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

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

The Consultant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Consultant may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country

included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Consultant has knowledge that the certification is erroneous.

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

Veteran's Preference (FAA A27.3)

In the employment of labor (excluding executive, administrative, and supervisory positions), the Consultant and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

Consultant Affirmative Steps for Subcontracting (2 CFR 200.321(b)(6))

The Consultant must take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used as subcontractors when possible:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirements permit, which encourage participation by small and minority businesses, and women's business enterprises; and
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Compliance with Laws, Rules, and Regulations, Guidelines and Standards (FDOT PTGA S.11.f)

The Consultant shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Contract and all federal, state, and local laws and regulations applicable to this Contract.

Approval of Third Party Contracts (FDOT PTGA S.12.a)

The County specifically reserves the right to review and approve any and all third party contracts before the County executes or obligates itself in any manner requiring the disbursement of funds, including consultant and purchase of commodities contracts, or amendments thereto. If the County chooses to review and approve third party contracts under this Contract, and the Consultant fails to obtain such approval, that shall be sufficient cause for nonpayment by the County. The County specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same.

Convicted Vendor List (FDOT PTGA S.17.a)

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Discriminatory Vendor List (FDOT PTGA S.17.b)

In accordance with Section 287.134, Florida Statutes, as may be amended, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

Non-Responsible Contractors (FDOT PTGA S.17.c)

An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the County.

Prohibition on Using Funds for Lobbying (FDOT PTGA S.17.d)

No funds received pursuant to this Contract may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

Unauthorized Aliens. (FDOT PTGA S.17.g)

The Florida Department of Transportation shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Consultant knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Contract.

Indemnification (FDOT PTGA S.18)

To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the County and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Consultant and persons employed or utilized by the Consultant in the performance of this Contract. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the County's sovereign immunity.

Inspector General Cooperation. (FDOT PTGA S.19.i)

The Consultant agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

ATTACHMENT NO. 2

Project Name: General Engineering Consultant Services - Facilities
 PBC Project No: DOA 22-14
 DBE Goal: 20.0%

Proposer	DBE	Prime	Subcontractor	Supplier	Type	Location	DBE %	Exclusions	Classification	Schedule 2(A) Complete	Remarks	FDOT/UCP Verified
EXP U.S. Services Inc 201 Alhambra Circle, Suite 80 Coral Gables, FL 33134	Brown & Phillips, Inc.		x		Land Surveying & Mapping	West Palm Beach, FL	1.00%		Africa-American	x		x
	Cyrilack Environmental Consulting		x		Environmental Planning/ Permitting	Deerfield Beach, FL	2.00%		W	x		x
	Colome & Associates		x		Architectural	West Palm Beach, FL	10.00%		W	x		x
	Digital Building Services		x		Laser Scanning/ Modeling/ BIM	Miami, FL	2.00%		Hispanic	x	Mailing address is in Apopka	x
	Quantum Electrical Engineering		x		Electrical Engineering	West Palm Beach, FL	8.00%		W	x		x
	Tierra South Florida		x		Geotechnical Engineering Services	West Palm Beach, FL	1.00%		APM	x		x
							24.00%					

Schedule 3 (A) - EXP Engineering has committed to meet a minimum of 24% DBE participation.

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

FUND 4111 Airport Improvement & Development Fund

Advantage Document Numbers
BGRV:
BGEX: 121-110223*334

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED As of 11/02/23	REMAINING BALANCE
<u>REVENUES/EXPENDITURES</u>								
121-A107-6505	Design/Eng/Mgmt - CIP Adm	8,808,773	8,423,828	150,000	0	8,573,828	0	8,573,828
121-A900-9909	Reserves Improvement Program	17,216,760	12,160,420	0	150,000	12,010,420	0	12,010,420
Total Receipts and Balances		217,226,377	221,673,725	150,000	150,000	221,673,725		

Signatures & Dates

**By Board of County Commissioners
At Meeting of**

Office of Financial Management & Budget

INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval

OFMB Department - Posted

Kenneth Nash 11/2/23
[Signature] 11/16/23

Tuesday, December 5, 2023

Deputy Clerk to the

Board of County Commissioners