

AGENDA ITEM SUMMARY

☒ Consent ☐ Regular
☐ Workshop ☐ Public Hearing

Submitted By: Department of Airports

Motion and Title: Staff recommends motion to approve:

- (A) a Contract for Program Management Services (Contract) for various capital projects at Palm Beach International Airport (PBI) with EXP U.S. Services Inc. (EXP) in the amount not-to-exceed \$817,262.56 for an initial term of two (2) years with three (3), one (1) year renewal options; and
- (B) a Budget Transfer in the amount of \$817,263, in the Airport's Improvement and Development Fund.

Summary: The Contract provides for program management services for various capital improvement projects at PBI. EXP's responsibilities under the Contract will include project/program planning and coordination, document review, ensuring contract compliance, budget and schedule monitoring, and general project management for various airport facilities and systems capital improvement projects, including, but not limited to, the following projects: Concourse B Expansion, Pre-Conditioned Air Point of Service Replacement, Terminal Concourse and Modernization, Elevator Modernization, Switchgear Replacement Phase 2, Air Handler Replacement Phase 2, New Revenue Control Building, New Aircraft Rescue Fire Fighting Facility, and Access Control System. EXP is based in Fort Lauderdale, Florida; however, the work will be directly managed on-site by establishing a program management office at PBI. This item provides an initial budget in an amount not to exceed \$817,262.56 for program management services under the Contract. Although Disadvantaged Business Enterprise (DBE) participation was encouraged, a DBE goal was not established for this Contract. EXP has committed to 22.33% DBE participation for the initial work assigned under this Contract. **Countywide (AH)**

Background and Justification: Based on the significant number of complex capital projects being managed by the Department of Airports (Department) at PBI requiring daily oversight, the Department issued RFP 24-21 on October 28, 2024, for program management services to provide additional support for the management of various capital improvement projects. Two (2) submittals were received: Parsons and EXP. On February 6, 2025, the Selection Committee recommended the Contract be awarded to EXP.

1. Contracts with EXP U.S. Services Inc. three (3) originals
2. DBE Information
3. Budget Transfer

Recommended By: Lana Bube 6/2/25
Department Director Date

Approved By: *Ernest P. Gallegos* *6/17/25*
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>
Capital Expenditures	<u>\$817,263</u>	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues (Grants)	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$817,263</u>	=====	=====	=====	=====
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

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

Budget Account No: Fund 4111 Department 121 Unit A394-445 Object 6504/6505
Reporting Category _____

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

Approval of this item provide initial funding for the Contract in the amount of \$817,263.

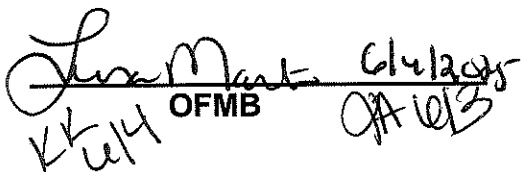
Grant and PFC reimbursements will be determined as invoices are received.

C. Departmental Fiscal Review:

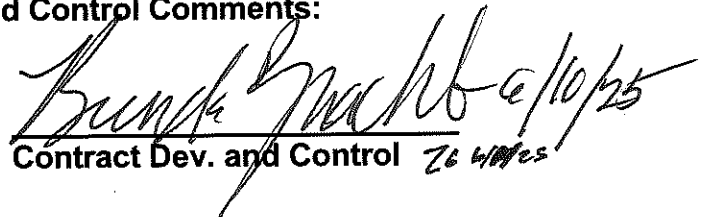


III. REVIEW COMMENTS

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



OFMB 6/4/25
KKh



Contract Dev. and Control 6/10/25
Z6

B. Legal Sufficiency:



Assistant County Attorney 6-12-25

C. Other Department Review:

Department Director

REVISED 11/17

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

25-0755

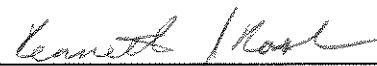
BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
EXPENDITURE BUDGET TRANSFER


BGEX 121-050125*1257

FUND FUND 4111 Airport Improvement & Development Fund

ACCOUNT NUMBER	ACCOUNT NAME	UNIT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED as of 5/1/25	REMAINING BALANCE
EXPENDITURES									
121-A394-6504	IoTb Non Infrastructure	PB, Concourse B Expansion	21,502,302	50,192,287	817,263	0	51,009,550	55,131,302	(4,121,752)
121-A900-9909	Reserves Improvement Program	Capital Reserves	22,469,851	19,524,180	0	817,263	18,706,917		18,706,917
Total Expenditures					817,263	817,263			

SIGNATURESDATES


Initiating Department/Division


Administration/Budget Department Approval

OFMB Department - Posted

5/1/25
6/4/2025

BY BOARD OF COUNTY COMMISSIONERS

At Meeting of: Tuesday, July 8, 2025

Deputy Clerk to the Board of County Commissioners

Updated by OFMB 06/18/2024

Attachment No. 1:
Contract with EXP U.S. Services Inc. (3) Originals



**PALM BEACH INTERNATIONAL AIRPORT
PALM BEACH COUNTY, FLORIDA**

Board of County Commissioners

Maria G. Marino	District 1
Gregg K. Weiss	District 2
Joel G. Flores	District 3
Marci Woodward	District 4
Maria Sachs	District 5
Sara Baxter	District 6
Bobby Powell Jr.	District 7

County Administrator

Verdenia C. Baker

Palm Beach County

Department of Airports

Laura Beebe, Director of Airports

Gary M. Sypek, Sr. Deputy Director of Airports

PB 24-21

Program Management Services

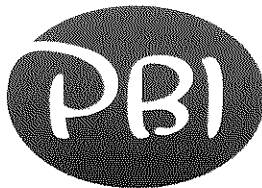
AT

PALM BEACH INTERNATIONAL AIRPORT

**PALM BEACH COUNTY
WEST PALM BEACH, FLORIDA**

"An Equal Opportunity - Affirmative Action Employer"

Palm Beach County Department of Airports
846 Palm Beach International Airport
West Palm Beach, Florida 33406-1470
(561) 471-7400
Fax: (561) 471-7427



Palm Beach
INTERNATIONAL AIRPORT

March 2025

TABLE OF CONTENTS

SECTION	TITLE
1	DEFINITIONS
2	BASIC SERVICES OF PROGRAM MANAGER
2.1	Basic Services
2.2	Assignment of Services
2.3	Additional Work
2.4	County Policies and Procedures
2.5	Conflict of Interest
2.6	Selection Committees
2.7	Fees
2.8	Disputes and Specific Performance
2.9	Limitation on Program Manager
3	ADDITIONAL SERVICES OF PROGRAM MANAGER
3.1	Additional Services
3.2	Notification
3.3	Timing
3.4	Change Authorization
4	COUNTY RESPONSIBILITIES
4.1	County Representative
4.2	Contract Requirements
4.3	Access
4.4	Review
4.5	Notice
5	PERIODS OF SERVICE
5.1	Term
5.2	Time Extensions
5.3	County Delays
6	FEES AND PAYMENTS TO PROGRAM MANAGER
6.1	Fee for Basic Services / Exhibit A
6.2	Labor Rates
6.3	Compensation for Additional Services
6.4	Subcontracts
6.5	Expenses
6.6	Schedule of Values
6.7	Progress Payments
6.8	Approval Process
6.9	Final Payment
6.10	Right of Offset
7	GENERAL CONSIDERATIONS
7.1	Standard of Care
7.2	Termination
7.3	Truth-in-Negotiations Certificate

7.4	Personnel
7.5	Criminal History Records Check
7.6	Non-Discrimination
7.7	Independent Contractor Relationship
7.8	Contingent Fees
7.9	Authority to Practice
7.10	Taxes
7.11	Availability of Funds
7.12	Insurance
7.13	Ownership of Documents
7.14	Compliance with Public Records Law and Confidentiality of Information
7.15	Law and Venue; Remedies
7.16	Indemnification
7.17	Conflict of Interest
7.18	Excusable Delays
7.19	Arrears
7.20	Notices
7.21	Severability
7.22	Entirety of Contractual Agreement
7.23	Successors and Assigns
7.24	Public Entity Crimes
7.25	Office of the Inspector General
7.26	Scrutinized Companies
7.27	Compliance with Laws and Regulations
7.28	No Third Party Beneficiary
7.29	Access and Audits
7.30	Federal Representations, Clauses and Certifications
7.31	Affirmative Steps
7.32	E-Verify
7.33	Effective Date
7.34	Disclosure of Foreign Gifts and Contracts with Countries of Concern
7.35	Human Trafficking Affidavit
7.36	Grant Obligations
EXHIBIT A	SCOPE OF WORK AND FEES
EXHIBIT B	FEDERAL REPRESENTATIONS, CLAUSES AND CERTIFICATIONS
EXHIBIT C	NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT
EXHIBIT D	INSURANCE CERTIFICATES
EXHIBIT E	CONFLICT OF INTEREST DISCLOSURE FORM
EXHIBIT F	DBE FORMS

CONTRACT FOR PROGRAM MANAGEMENT SERVICES

This Contract (hereinafter the "Contract") is made as of _____ by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and **EXP U.S Services Inc.**, a **Corporation** authorized to do business in the State of Florida, hereinafter referred to as PROGRAM MANAGER, whose Federal I.D. number is **46-0523964**.

WITNESSETH:

WHEREAS, the COUNTY desires to retain the services of a professional program manager to assist COUNTY in administering and managing the COUNTY's capital program for Palm Beach International Airport;

WHEREAS, the County issued a Notice and Request for Proposals ("RFP") for the provision of program management services; and the PROGRAM MANAGER's proposal ("Proposal"), in response thereto, was selected as the most qualified for the provision of said services;

WHEREAS, the RFP and the Proposal are by this reference, expressly incorporated into and made a part of this Agreement as if set forth in full;

WHEREAS, the COUNTY has selected the PROGRAM MANAGER pursuant to the requirements of the Brooks Act, 40 USC 1101 et. seq., Florida Statutes Sections 255.103 and 287.055 and related County policies and procedures;

WHEREAS, this Contract may be funded in whole or in part with federal funds, so the Federal Requirements will apply to the services provided hereunder;

WHEREAS, negotiations pertaining to the services to be performed by the PROGRAM MANAGER were undertaken with the PROGRAM MANAGER, and this Contract incorporates the results of such negotiations

NOW, THEREFORE, in consideration of the mutual promises contained herein, the COUNTY and the PROGRAM MANAGER agree as follows:

SECTION 1 - DEFINITIONS

Additional Services: services requested under this Contract that are not described as Basic Services. Additional Services may be authorized through the execution of a Consultant Services Authorization.

Approval/Acceptance/Authorization: when referring to COUNTY's approval, acceptance or authorization, such shall not constitute acceptance or approval of the buildability or suitability of any documents nor the approval or acceptance of the condition, status or progress of the work, but only establishes that the

Contract / Page 4

COUNTY has verified such documents exist and that progress payments may be made. No liability shall flow to, be assumed by, or incurred by the COUNTY for its acceptance, approval or authorization of any documents or work hereunder.

Basic Services: all services described under Section 1 of this Contract and the Scope of Work attached hereto as **Exhibit A**.

Board or BCC: means the Board of County Commissioners of Palm Beach County Florida which is the governing body of the COUNTY.

Construction/Contract Documents: shall include, but not be limited to the Advertisement for Bids, Instructions to Bidders, Bid Proposal, Bid Bond, Warranties, Notice of Intent to Award, Notice to Proceed, Certification of Substantial Completion, General Conditions, Supplemental General Conditions, Special Conditions, Technical Specifications, Design Documents whether preliminary or final, Architectural Drawings, Contract Drawings, Plans, Shop Drawings, Addenda and Change Orders executed pursuant to the Construction Documents.

Consultant Services Authorization or CSA: a document issued pursuant to this Contract to the PROGRAM MANAGER that requests Additional Services which includes an agreed upon scope of work, payment terms, schedule, deliverables and other requirements.

County Representative: The Deputy Director of the COUNTY's Airports Planning & Community Affairs Division.

Disadvantaged Business Enterprise or DBE: a business that meets the criteria and eligibility requirements of the federal DBE program.

Governing Order of the Contract: is defined to be as follows: The Contract includes various documents which are essential parts for the services to be provided by the Program Manager. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary. In case of discrepancy, the following precedence will govern the interpretation of the Contract:

1. This Contract and any amendments to this Contract;
2. The Federal Requirements;
3. CSAs and Supplements to a CSA;
4. Notices to Proceed;
5. Request for Proposals;
6. PROGRAM MANAGER's proposal and presentation.

In the event that any conflicts cannot be resolved by reference to this "Governing Order of the Contract" definition, then County shall resolve the conflict in any manner which is acceptable to County and which comports with the overall intent of the Contract.

Observe, Observation(s), Visit(s): site visits by the PROGRAM MANAGER to determine if construction is being performed in compliance with the Construction/Contract Documents and to determine if the contractor is progressing according to the project schedule.

Program Management Contract or Contract: consists of this Contract and any amendments to this Contract, the Federal Requirements, the Request for Proposals, Program Manager's proposal and presentation, any CSAs and Supplements to a CSA when executed and any notice to proceed under the Contract or a CSA or Supplement; all of which are incorporated herein by reference.

Program Manager: the firm selected to perform the services under this Contract.

Supplement: an amendment to an existing Consultant Services Authorization.

The Federal Requirements: shall mean the general federal representations, certifications and contract clauses which are attached to this Contract as **Exhibit B**.

Capitalized terms not defined in this Contract will have the meaning defined in the Construction/Contract Documents.

SECTION 2 - BASIC SERVICES OF PROGRAM MANAGER

- 2.1. BASIC SERVICES. The basic services to be provided by the PROGRAM MANAGER and the scope of work for this Contract are described in **Exhibit A** to this Contract which is incorporated herein.
- 2.2. ASSIGNMENT OF WORK. No minimum amount of services or compensation is guaranteed to the PROGRAM MANAGER. This is not an exclusive contract. The COUNTY may enter into similar contracts with other consultants to provide the same or similar services or use in-house staff during the term of this Contract. The COUNTY will assign work to the PROGRAM MANAGER on an as needed basis which will be requested through individual Consultant Services Authorizations. The PROGRAM MANAGER will provide the services in accordance with each executed and issued Consultant Service Authorization.
- 2.3. ADDITIONAL WORK. The types of individual services to be assigned to PROGRAM MANAGER under this Contract may include, but not necessarily limited to those listed in **Exhibit A**.
- 2.4. COUNTY POLICIES AND PROCEDURES. In the performance of this Contract, the PROGRAM MANAGER (and any employees of PROGRAM MANAGER, subconsultants hired by PROGRAM MANAGER and/or employees of subconsultants hired by PROGRAM MANAGER) shall become familiar with and perform such services in accordance with the policies, procedures and ordinances of the County, including but not limited to the County's Code of Ethics, Disclosure and Conflict of Interest Policies which includes the Conflict of Interest

Contract / Page 6

Policy as set forth in **Exhibit E** hereto and the confidentiality provision of Section 2.5 below, relevant County-wide PPMs, relevant PBCDOA departmental PPMs, and the Policy and Procedures Manual for Design Professionals, latest edition, prepared by COUNTY (collectively "County Policies and Procedures"). If PROGRAM MANAGER fails to comply with the County Policies and Procedures, it may be considered in material breach of this Contract and COUNTY shall have the right to exercise any and all remedies available to it, including but not limited to Contract termination pursuant to the provisions of Section 7.2 of this Contract, and requiring PROGRAM MANAGER to re-perform work at no additional cost to the COUNTY.

- 2.5. **CONFLICT OF INTEREST.** In addition to the PROGRAM MANAGER's continuing compliance with the County Policies and Procedures, the PROGRAM MANAGER acknowledges and agrees that conflict of interest or the appearance of conflict of interest are a continuing concern for the COUNTY regarding the PROGRAM MANAGER's performance of services under this Contract. All information and discussions concerning upcoming or active solicitations (not made public by the Deputy Director of Airports Planning & Community Affairs Division or otherwise publicly disseminated) that PROGRAM MANAGER and its employees obtain or become aware of as a result of services provided pursuant to this Contract, shall be held in strictest confidence and shall not be disclosed, discussed, or revealed to contractors, consultants or persons desiring to provide services to the COUNTY (or their employees, agents or representatives), and PROGRAM MANAGER shall direct all inquiries from entities or persons desiring to provide services to the COUNTY to the Deputy Director of Airports Planning & Community Affairs Division.
- 2.6. **SELECTION COMMITTEES.** No employee of the PROGRAM MANAGER, nor any employee of a subconsultant hired by the PROGRAM MANAGER, may serve or participate as a voting member on any COUNTY selection committee, unless specifically authorized in writing by the County Administrator.
- 2.7. **FEES.** The fees associated with the Basic Services are described in **Exhibit A** to this Contract. The fees associated with any Additional Services under this Contract will be authorized by a CSA.
- 2.8. **DISPUTES AND SPECIFIC PERFORMANCE.** All services will be performed by the PROGRAM MANAGER to the satisfaction of the Deputy Director of the Department of Airports Planning & Community Affairs Division of the COUNTY or his designee. The COUNTY will decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of the Contract, the prosecution and fulfillment of the services hereunder and the character, quality, amount and value thereof; and the decision upon all claims, questions and disputes will be final and binding upon the parties hereto. At all times the PROGRAM MANAGER shall continue to perform the services required under this Contract and maintain its schedule. In no event will the filing of a claim or the resolution or litigation thereof through administrative procedures or the courts relieve the PROGRAM MANAGER from the obligation to timely perform the services required hereunder.

- 2.9. LIMITATION ON PROGRAM MANAGER. The PROGRAM MANAGER and its subsidiaries or affiliates are precluded from responding to future RFPs or bids for any projects which are referenced in the RFP. This restriction may or may not apply to the PROGRAM MANAGER's subconsultants depending on their involvement in the management of the RFP projects and such subconsultants should contact the Deputy Director of Airports Planning & Community Affairs Division on a case by case basis to determine whether they are restricted from bidding or proposing. Subconsultants providing only ancillary services, as determined in the sole discretion of the COUNTY, are not excluded from future work associated with the RFP projects. If one of the COUNTY's other construction departments uses this contract for program management services, then a similar restriction will apply to the PROGRAM MANAGER, it will be precluded from responding to future RFPs or bids for any projects which are managed by such applicable COUNTY construction department.

SECTION 3 – MODIFICATIONS OR WORK/ADDITIONAL SERVICES

- 3.1. ADDITIONAL SERVICES. Additional Services must be authorized in writing in advance by COUNTY. Additional Services are services not included in Basic Services and not resulting from PROGRAM MANAGER error or omission. PROGRAM MANAGER may be eligible to receive additional compensation for furnishing or obtaining the types of services identified in this section (Additional Services) as follows:
- a. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances;
 - b. Preparation or review of environmental assessments and impact statements;
 - c. Preparing to serve or serving as a consultant or witness for COUNTY in any litigation; and/or
 - d. Services not otherwise provided for in this Contract under Basic Services.
- 3.2. NOTIFICATION. Changes to the Scope of Work, as set forth in **Exhibit A**, can be made only in writing with advance approval of the COUNTY. PROGRAM MANAGER shall notify COUNTY immediately in writing of all changes to the approved scope of work attached hereto as **Exhibit A** which may increase or decrease the PROGRAM MANAGER's cost or the duration of PROGRAM MANAGER's services.
- 3.3. TIMING. Notice of a request for additional compensation shall be given in writing to COUNTY within five (5) working days from the date on which PROGRAM MANAGER knows, or should reasonably know, of the event giving rise to such request. Failure to give such notice shall constitute a waiver of PROGRAM MANAGER's right to additional consideration.
- 3.4. CHANGE AUTHORIZATION. Before making any additions or deletions to the work or

Contract / Page 8

undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and shall enter into a change authorization covering such work and compensation.

SECTION 4 - COUNTY'S RESPONSIBILITIES

COUNTY shall do the following in a timely manner so as not to delay the services of the PROGRAM MANAGER:

- 4.1. COUNTY REPRESENTATIVE. The COUNTY has designated the Deputy Director of the Airports Planning & Community Affairs Division as the COUNTY's representative with respect to the services to be rendered under this Contract. The COUNTY's Representative has authority to transmit instructions, receive information, interpret and define COUNTY's policies and decisions with respect to PROGRAM MANAGER's services under this Contract.
- 4.2. CONTRACT REQUIREMENTS. As requested, in writing by PROGRAM MANAGER, the COUNTY will provide all criteria and full information as to COUNTY's requirements under this Contract.
- 4.3. ACCESS. The COUNTY will arrange for access to and make provisions where necessary for PROGRAM MANAGER to enter upon property or inspect COUNTY records as required for PROGRAM MANAGER to perform services under this Contract subject to County policies and procedures.
- 4.4. REVIEW. The COUNTY will examine all studies, reports, proposals and other documents presented by the PROGRAM MANAGER. If requested by PROGRAM MANAGER, the COUNTY will render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of PROGRAM MANAGER. However, said decisions shall create no liability on the part of COUNTY for approval or acceptance.
- 4.5. NOTICE. The COUNTY will give prompt written notice to PROGRAM MANAGER whenever COUNTY observes or otherwise becomes aware of any development that affects the scope or timing of PROGRAM MANAGER's services.

SECTION 5 - PERIODS OF SERVICE

- 5.1. TERM. The term of this Contract shall commence upon the Effective Date of this Contract and continue for a period of two (2) years, with three (3) renewal options of one (1) year at the sole discretion of the County (the "Term"), unless otherwise terminated as provided for in Section 7.2 of this Contract. Additionally, it shall continue until completion of all phases of the Work for each project assigned under this Contract, unless otherwise terminated as provided for in the Contract in Section 7.2.

Contract / Page 9

- 5.2. TIME EXTENSIONS. If the COUNTY has requested significant modifications or changes in the general scope services, the time of performance of PROGRAM MANAGER's services shall be adjusted equitably.
- 5.3. COUNTY DELAYS. If PROGRAM MANAGER's services are delayed or suspended in whole or in part by COUNTY for more than nine (9) months for reasons beyond PROGRAM MANAGER's control, PROGRAM MANAGER may be entitled to an equitable adjustment in compensation to the extent of any documented and verified costs actually, reasonably and necessarily incurred due to any such delay, but in no event shall the COUNTY be liable for any lost profits, lost opportunity damage, or consequential damages.

SECTION 6 – FEES AND PAYMENTS TO PROGRAM MANAGER

- 6.1. FEE FOR BASIC SERVICES / EXHIBIT A. The COUNTY agrees to pay the PROGRAM MANAGER compensation as set forth in **Exhibit A** for the Basic Services rendered.

The COUNTY shall not be obligated to reimburse the PROGRAM MANAGER for fees in excess of the total not to exceed amount (maximum amounts) as set forth on **Exhibit A**. The PROGRAM MANAGER shall notify the COUNTY in writing when 90% of the not to exceed amount has been reached.

- 6.2. LABOR RATES. The labor rates of PROGRAM MANAGER and any subconsultants shall not exceed the actual hourly raw labor rates for services rendered by personnel directly engaged on COUNTY projects, multiplied by an overall overhead/fringe factor and profit factor. The estimated labor hours, raw labor rates, overhead/fringe factor and profit factor for the Scope of Work for the Basic Services are attached as **Exhibit A** and are subject to audit, upon request.

6.2.1. General. Raw labor rates for the Senior Project Manager and the Project Managers shall be "field rates". The PROGRAM MANAGER's on-site personnel will be located in COUNTY offices at no charge to the PROJECT MANAGER and will be provided with the normal office amenities including supplies, office equipment, etc. Computer, cell phone, and vehicle shall be included in billing rate. Raw labor rates listed in **Exhibit A** are the maximum allowed but the rate billed to the COUNTY will be the actual payroll rate for each employee. Principal/Project Executive time (if needed) shall not exceed 5% of total billable hours per month.

6.2.2. Overhead/Fringe Rates. The overhead/fringe benefit rate provided shall be PROJECT MANAGER's most recent, undisputed and actual rates determined in accordance with the Federal Acquisition Regulations ("FAR") guidelines and audited by a cognizant Federal authority or the firm's independent Certified Public Accountant. For the purposes of this Contract, the rates must be audited for fiscal periods of PROGRAM MANAGER within

Contract / Page 10

thirty-six months preceding the execution date of this Contract.

6.2.2.1. Waiver. If PROGRAM MANAGER does not have an audited overhead/fringe benefit rate as required by Section 6.2.2 above, PROGRAM MANAGER may apply to COUNTY's Representative for a waiver of this requirement. If PROGRAM MANAGER is granted a waiver, then PROGRAM MANAGER shall submit a self-certification of PROGRAM MANAGER's overhead/fringe rate on County-provided forms ("Self-Certification"). PROGRAM MANAGER's Self-Certification will be valid for a period of three years (the "Self-Certification Period"). During this Self-Certification Period, PROGRAM MANAGER must obtain an audited overhead rate determined in accordance with FAR from an independent Certified Public Accountant. If at the end of the Self-Certification Period PROGRAM MANAGER has not provided to COUNTY an audited overhead/fringe rate, no more waivers will be granted to PROGRAM MANAGER, and the COUNTY may terminate this Contract as provided for in Section 6.2 below.

6.2.3. Cost of Living Increase. The raw labor rates listed in **Exhibit A** shall remain in effect for a period of two years from the date of Contract execution. At the end of each one-year period thereafter, if the consumer price index supports an increase, an increase of up to three percent (3%) may be allowed for each one-year term thereafter (Cost of Living Increase). The Cost of Living Increase, when applicable, will be calculated by comparing the CPI Index published for the month of the Contract execution anniversary date to the same date in the preceding year. Notwithstanding the foregoing, the Cost of Living Increase shall not exceed three (3) percent in any year. Any such increase will be effective after the PROGRAM MANAGER has submitted a written request for the Cost of Living Increase and obtained the COUNTY's written approval for the amount of the increase and the methodology by which such adjustment has been calculated. Any such increase will be supported by calculations using the Consumer Price Index – All Urban Consumers (CPI-U) U.S. City Average.

6.2.4. Audit. Salary costs for PROGRAM MANAGER as shown on **Exhibit A** and for any subconsultants are the maximum billing rates which are provisional, subject to audit of actual costs and if the audit discloses that the actual costs are less than the costs set forth in **Exhibit A** for the PROGRAM MANAGER or for any subconsultant, PROGRAM MANAGER shall reimburse the County based upon the actual costs determined by the audit.

6.3. COMPENSATION FOR ADDITIONAL SERVICES. PROGRAM MANAGER will be compensated for Additional Services requested under this Contract on either: 1) a fixed price/lump sum basis, or 2) a time charge/not-to-exceed basis, as identified on any applicable CSA.

6.3.1. When Additional Services are to be compensated on a fixed price/lump sum method of compensation, as identified on a CSA, then the COUNTY and PROGRAM MANAGER shall mutually agree to a fixed price/lump sum fee for the Additional Services along with a

detailed Scope of Work. Prior to execution of the fixed price/lump sum CSA, the PROGRAM MANAGER shall have submitted to the COUNTY's Representative a detailed cost proposal including the estimated labor hours, raw labor rates, overhead/fringe factor and profit factor, subcontractual services, out of pocket expenses and other related costs supporting the proposed Scope of Work. Labor Rates are subject to the requirements of Section 6.2 above. The fixed price/lump sum fee shall include all services required to complete the Scope of Work including labor, expenses, overhead/fringe and profit as part of the fixed price/lump sum.

6.3.2. When Additional Services are to be compensated on a time charge/not to exceed method of compensation in a CSA, then the PROGRAM MANAGER will submit a not to exceed budget to the COUNTY's Representative for prior approval based on estimated labor hours, raw labor rates overhead/fringe factor and profit factor, subcontractual services, out of pocket expenses and other related costs supporting the proposed Scope of Work. Labor Rates are subject to the requirements of Section 6.2 above. The COUNTY shall not be obligated to reimburse the PROGRAM MANAGER for costs incurred in excess of the total not to exceed amount. The PROGRAM MANAGER shall notify the COUNTY's Representative in writing when 90% of the not to exceed amount has been reached.

- 6.4. SUBCONTRACTS. Sub-contractual services shall be included at the actual fees proposed by the subconsultant and accepted by the COUNTY. Subcontractual services shall be approved by the COUNTY in writing prior to performance of the sub-contractual work.
- 6.5. EXPENSES. If out-of-pocket expenses are authorized, they will be reimbursed up to the not-to-exceed amount identified on the applicable CSA. Out-of-pocket expenses mean the actual expenses expected to be incurred by the PROGRAM MANAGER or PROGRAM MANAGER's subconsultants directly or indirectly in connection with the work subject to the limitations of the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31 and subject to the limitations of Florida Statutes Section 112.061. All reimbursable expenses will be estimated up front at the time of negotiating a CSA. All requests for payment of out-of-pocket expenses eligible for reimbursement under the terms of this Contract shall include copies of paid 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 a CSA and is allowable under the FAR and F. S. Section 112.061.
- 6.6. SCHEDULE OF VALUES. PROGRAM MANAGER and COUNTY shall agree on a Schedule of Values incorporating scope of work references, deliverables, and milestones. A pay application with percent complete of each activity shall be included with each billing.
- 6.7. PROGRESS PAYMENTS. The PROGRAM MANAGER will bill the COUNTY at the amounts set forth for services rendered toward the completion of the scope of work.

Payments will generally be made either after completion of scheduled milestones or after acceptance of specified deliverables. Where incremental billings for partially completed items are permitted, the total incremental billings shall not exceed the percentage of estimated completion of identifiable deliverables or accepted deliverables as of the billing date.

- 6.8. APPROVAL PROCESS. Pay applications received from the PROGRAM MANAGER pursuant to this Contract will be reviewed and approved by the COUNTY's Representative or his designee, indicating that services have been received, and then will 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. Invoices for services beyond six (6) months from date of pay application will not be approved. Invoices must reference the Contract and project numbers. Invoices will be paid in accordance with the Local Government Prompt Payment Act.
- 6.9. FINAL PAYMENT. In order for both parties to close their books and records, the PROGRAM MANAGER will clearly state Final on the PROGRAM MANAGER's final/last billing to the COUNTY. This shall constitute PROGRAM MANAGER's certification that all services have been properly performed and all charges and costs have been invoiced to COUNTY. Since this account will thereupon be closed, any and other further charges, if not properly included on this final invoice, are waived by the PROGRAM MANAGER.
- 6.10. RIGHT OF OFFSET. Except for issues arising from contract indemnification provisions, the COUNTY will have the right to retain out of any payment due the PROGRAM MANAGER under this Contract an amount sufficient to satisfy any amount due and owing to the COUNTY by the PROGRAM MANAGER under this Contract. The COUNTY may withhold payment on any invoice in the event that the PROGRAM MANAGER is in default under any provision of this Contract as of the time of processing the invoice or as of the time payment is made available on the invoice. This right to withhold will continue until such time as the default has been cured; and, upon cure, the COUNTY will have the right to retain an amount equal to the damages suffered as a result of the default.

SECTION 7 - GENERAL CONSIDERATIONS

7.1. STANDARD OF CARE.

7.1.1. The PROGRAM MANAGER has, during the selection and negotiation process which has preceded this Contract, represented to COUNTY that the PROGRAM MANAGER is possessed of that level of skill, knowledge, experience and expertise that is commensurate with firms of national repute in the areas of practice required for this Contract. PROGRAM MANAGER acknowledges that COUNTY has relied on PROGRAM MANAGER's representations of skill, knowledge, experience and expertise. By executing this Contract, PROGRAM MANAGER agrees that PROGRAM MANAGER will exercise that degree of

care, knowledge, skill, and ability as other professionals possessing the degree of skill, knowledge, experience and expertise which PROGRAM MANAGER has claimed. PROGRAM MANAGER shall perform such duties as may be assigned without neglect. PROGRAM MANAGER accepts the relationship of trust and confidence established by this Contract, and covenants with COUNTY to cooperate with COUNTY and to utilize PROGRAM MANAGER's skill, efforts and judgment commensurate with firms of national repute in the areas of practice required for this Contract. PROGRAM MANAGER agrees to perform each assignment in an efficient and economical manner consistent with the COUNTY's interests and consistent with the COUNTY's stated objectives and recognized professional standards.

PROGRAM MANAGER further contracts with COUNTY to furnish its professional skill and judgment with due care in accordance with applicable Federal, State and local laws, codes and regulations as amended and supplemented which are in effect on the date of this Contract first written.

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

7.1.2. The PROGRAM MANAGER's services shall be performed without thereby assuming any responsibility or liability for design errors, omissions or inconsistencies committed by the architects, engineers, contractors, or construction managers employed by the COUNTY all of which shall remain the sole responsibility of any such architects, engineers, contractors or construction managers. The PROGRAM MANAGER shall not be responsible for the means, methods, techniques, sequences and operations of any construction contractor or for the safety of persons or property during construction all of which shall remain the sole responsibility of any construction contractor. PROGRAM MANAGER is only responsible for the duties and obligations set forth in this Contract and does not warrant either express or implied any work of the architects, engineers, contractors, or construction managers hired by the COUNTY. Notwithstanding the foregoing, nothing in this paragraph shall relieve PROGRAM MANAGER of its responsibility to promptly report in writing to COUNTY any defect or deficiencies it becomes aware of, or should be aware of, based on the standard of care set forth in Section 7.1.1, with respect to the performance of any architect, engineer, construction manager or construction contractor associated with the Program Management.

7.1.3. Acceptance of the work by the COUNTY or Contract termination does not constitute COUNTY approval and will not relieve the PROGRAM MANAGER of the responsibility for subsequent corrections of any errors and/or omissions and the clarification of any ambiguities. The PROGRAM MANAGER shall make all necessary revisions or corrections

resulting from errors and/or omissions on the part of the PROGRAM MANAGER without additional compensation.

7.2. TERMINATION. This Contract may be canceled by the PROGRAM MANAGER 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 PROGRAM MANAGER. It may also be terminated, in whole or in part, by the COUNTY with cause upon five (5) business day's written notice to PROGRAM MANAGER or without cause upon ten (10) business day's written notice to the PROGRAM MANAGER. Unless the PROGRAM MANAGER is in breach of this Contract, the PROGRAM MANAGER shall be paid for services rendered to the COUNTY's satisfaction through the date of termination. In no event, whether termination is with or without cause, shall the COUNTY be liable for any lost profits, lost opportunity damage, or consequential damages. After receipt of a termination notice and except as otherwise directed by the COUNTY, the PROGRAM MANAGER shall:

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

Should a termination for breach later be declared wrongful, said termination shall be considered and treated as a termination without cause.

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

7.3. TRUTH-IN-NEGOTIATIONS CERTIFICATE. Signature of this Contract by the

Contract / Page 15

PROGRAM MANAGER shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and 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 PROGRAM MANAGER'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 Certificate within one (1) year following final payment. COUNTY has the authority and right to audit PROGRAM MANAGER's records under this provision.

7.4. PERSONNEL

7.4.1. Representations. The PROGRAM MANAGER 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 conflicting relationship with the COUNTY.

All of the services required herein shall be performed by the PROGRAM MANAGER 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 PROGRAM MANAGER's key personnel or subconsultants must be made known to the COUNTY's Representative and written approval must be granted by the COUNTY before said change or substitution can become effective.

The PROGRAM MANAGER represents and warrants that all services shall be performed by skilled and competent personnel to the professional standard of care set forth in Section 6.1 above.

All of the PROGRAM MANAGER's personnel (and all subcontractors) will comply with all COUNTY requirements covering conduct, safety, and security while on COUNTY premises.

7.4.2. PROGRAM MANAGER's Representative. Concurrent with its fee proposal, the PROGRAM MANAGER shall advise the COUNTY of the name of its proposed Senior Project Manager. The Senior Project Manager shall devote such time as may be necessary and as may be appropriate to and consistent with full and timely performance of this Contract. This individual shall be assigned to the Contract through final completion of the Contract. The Senior Project Manager shall not be removed from his/her responsibilities on

this Contract without the written consent of the COUNTY. The COUNTY shall retain reasonable right of approval of the PROGRAM MANAGER's designated Senior Project Manager and the right to require the PROGRAM MANAGER to replace its designated Senior Project Manager with another individual acceptable to the COUNTY.

- 7.5. CRIMINAL HISTORY RECORDS CHECK. The PROGRAM MANAGER, PROGRAM MANAGER'S employees, subcontractors/subconsultants of PROGRAM MANAGER and employees of subcontractors/subconsultants 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 PROGRAM MANAGER is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the PROGRAM MANAGER acknowledges that its price for any services authorized under this Contract 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 the above referenced Resolutions, as amended. COUNTY staff representing the COUNTY department will contact the PROGRAM MANAGER and provide specific instructions for meeting the requirements of this Ordinance.

Each individual undergoing a criminal justice background check is required to have his/her own unique email address in order to comply with security awareness training. If an employee of PROGRAM MANAGER does not have his/her own unique email address, PROGRAM MANAGER agrees to provide one to that employee.

Individuals passing the background check will be issued a badge. PROGRAM MANAGER shall make every effort to collect the badges of its employees and its subconsultants' employees upon conclusion of the contract work and return them to the COUNTY. If the PROGRAM MANAGER or its subconsultant terminates an employee who has been issued a badge, the PROGRAM MANAGER must notify the COUNTY within 2 hours. At the time of termination, the PROGRAM MANAGER shall retrieve the badge and return it to the COUNTY in a timely manner. The COUNTY reserves the right to suspend any consultant that; 1) is not in compliance with the requirements of County Code Section 2-371-2-377 as may be amended, 2) does not immediately contact the COUNTY regarding a terminated employee or subconsultant employee, or 3) fails to make a good faith effort to comply with the badge retrieval policy.

- 7.6. NON-DISCRIMINATION. 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 PROGRAM

MANAGER 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.

- 7.7. INDEPENDENT CONTRACTOR RELATIONSHIP. The PROGRAM MANAGER is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor, and not an employee, agent, representative 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 PROGRAM MANAGER's sole direction, supervision, and control. The PROGRAM MANAGER shall exercise control over the means and manner in which it and its employees, sub-consultants and suppliers perform the work, and in all respects the PROGRAM MANAGER'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 PROGRAM MANAGER does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

The PROGRAM MANAGER represents that all subconsultant agreements entered into shall incorporate by reference the terms and conditions of this Contract, and further warrants that the COUNTY is an intended express third party beneficiary of any such subcontract.

- 7.8. CONTINGENT FEES. The PROGRAM MANAGER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the PROGRAM MANAGER 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 PROGRAM MANAGER, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award of making of this Contract.
- 7.9. AUTHORITY TO PRACTICE. The PROGRAM MANAGER 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 upon request.

All final plans, documents, reports, studies and other data prepared by the PROGRAM MANAGER shall bear the professional's seal/signature, in accordance with the applicable Florida Statutes.

- 7.10. TAXES. The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the PROGRAM MANAGER. The

PROGRAM MANAGER shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY. The PROGRAM MANAGER is not authorized to use the COUNTY's Tax Exemption Number in securing such materials.

The PROGRAM MANAGER shall be responsible for payment of its own and its share of its employee's payroll, payroll taxes, and benefits with respect to this Contract.

7.11. AVAILABILITY OF FUNDS. The COUNTY's performance and obligation to pay under this Contract is contingent upon an annual appropriation for its purpose by the Board of County Commissioners.

7.12. INSURANCE.

7.12.1. Requirements. PROGRAM MANAGER shall maintain, at its sole expense, in full force and effect at all times during the term of this Contract, insurance coverage and limits (including endorsements) as described herein. Failure to maintain at least the required insurance shall be considered default of the Contract. The requirements contained herein, as well as COUNTY's review or acceptance of insurance maintained by PROGRAM MANAGER are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by PROGRAM MANAGER under this Contract. PROGRAM MANAGER agrees to notify the COUNTY at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where the policy allows, coverage shall apply on a primary and non-contributory basis.

7.12.2. Commercial General Liability. PROGRAM MANAGER shall maintain Commercial General Liability at a limit of liability 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.

7.12.3. Business Automobile Liability Program Manager 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.

7.12.4. Workers' Compensation Insurance & Employer's Liability. PROGRAM MANAGER shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes.

Contract / Page 19

7.12.5. Professional Liability. PROGRAM MANAGER shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than \$1,000,000 each occurrence and \$2,000,000 per aggregate. 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 PROGRAM MANAGER's most recent annual report or audited financial statement. For policies written on a "claims-made" basis, PROGRAM MANAGER warrants the Retroactive Date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the term of this Contract, PROGRAM MANAGER shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the contract term. **The requirement to purchase a SERP shall not relieve the PROGRAM MANAGER of the obligation to provide replacement coverage.** 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.

Additional Insured Endorsement: PROGRAM MANAGER 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.

7.12.6. Waiver of Subrogation. Except where prohibited by law, PROGRAM MANAGER hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy, except Professional Liability. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then PROGRAM MANAGER shall 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 that includes a condition to the policy specifically prohibiting such an endorsement, or voids coverage should PROGRAM MANAGER enter into such an agreement on a pre-loss basis.

7.12.7. Certificate(s) of Insurance. On execution of this Contract, renewal of the Contract, within forty-eight (48) hours of a request by COUNTY, or upon expiration of any of the required coverages throughout the term of the Contract, PROGRAM MANAGER shall deliver to the COUNTY or to 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 force and effect.

Certificates for the COUNTY shall be addressed to:

Palm Beach County Board of County Commissioners,
c/o Department of Airports Planning & Community Affairs Division,
2633 Vista Parkway,
West Palm Beach, FL 33411-5604,

7.12.8. Right to Revise or Reject. COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverage, or endorsements, herein from time to time throughout the term of this Contract.

- 7.13. OWNERSHIP OF DOCUMENTS. The PROGRAM MANAGER shall deliver to the COUNTY's Representative, for acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

All information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the PROGRAM MANAGER and will not be disclosed to any other party, directly or indirectly, without the COUNTY's prior written consent unless required by a lawful order.

All drawings, maps, sketches, programs, data base, reports and other data developed, utilized, or purchased under this Contract for a COUNTY project or at the COUNTY's expense shall be and remain the COUNTY's property and may be reproduced and reused at the discretion of the COUNTY. However, PROGRAM MANAGER will incur and assume no liabilities for reuse unless PROGRAM MANAGER agrees with said reuse and is compensated for any revisions necessary to update plans for Code compliance, site adaptations, or COUNTY requested changes.

If COUNTY requests in writing, the PROGRAM MANAGER shall return to COUNTY any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately.

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

- 7.14. COMPLIANCE WITH THE PUBLIC RECORDS LAW AND CONFIDENTIALITY OF INFORMATION.

7.14.1. Public Records. Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if a consultant: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., then the consultant shall comply with the requirements of Section 119.0701, F.S. as it may be amended from time to time. Therefore, the PROGRAM MANAGER is specifically required to:

- a. The PROGRAM MANAGER must keep and maintain the Public Records (as that term is defined under Chapter 119 of the Florida Statutes) required by the County to perform services as provided under this Contract.
- b. The PROGRAM MANAGER must, 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 PROGRAM MANAGER 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. The PROGRAM MANAGER must 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 PROGRAM MANAGER does not transfer the records to the County.
- d. Upon completion of the Contract, the PROGRAM MANAGER shall transfer, at no cost to the County, all Public Records in possession of the PROGRAM MANAGER unless notified by the County's Custodian of Public Records to keep and maintain the Public Records required by the County related to the performance of the contractual services. If the PROGRAM MANAGER transfers all Public Records to the County upon completion of the Contract, the PROGRAM MANAGER shall destroy any duplicative Public Records that are exempt, or confidential and exempt, from Public Records disclosure requirements. If the PROGRAM MANAGER keeps and maintains the Public Records upon completion of the Contract, the PROGRAM MANAGER shall meet all applicable requirements for retaining Public Records. All records stored electronically by the PROGRAM MANAGER must be provided to the County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County, at no cost to the County.

Failure of the PROGRAM MANAGER to comply with the requirements of this section 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.

PROGRAM MANAGER 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 PROGRAM MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROGRAM MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT: BUSINESS AND COMMUNITY AGREEMENTS MANAGER, FACILITIES DEVELOPMENT & OPERATIONS, 2633 VISTA PARKWAY, WEST PALM BEACH, FL 33411 OR BY EMAIL AT recordsrequest@pbc.gov

7.14.2. Records Exempt from the Public Records Laws. The Florida Public Records Law provides for certain exemptions to Florida's Public Records Law to protect the security of specific governmental facilities, employees and visitors. For the same security reasons, the COUNTY has the statutory obligation to protect such records from public disclosure and only disclose confidential and/or exempt information to a licensed engineer, architect or contractor. The purpose of this Section is to facilitate the PROGRAM MANAGER's work by making specific documents available to individuals/firms while implementing controls on the distribution of records or information which is confidential and/or exempt from the Florida Public Records Law.

7.14.3. Confidential Information. For purposes of this Section, "Confidential Information" shall include all information or material that is confidential and/or exempt according to the Florida Public Records Law. The exemptions most relevant to the PROGRAM MANAGER include, but are not limited to:

- Plans, blueprints, drawings and diagrams which depict the internal layout and structural elements of a building or other structure, including 911, E911 or Public Safety Radio communication system infrastructure, owned or operated by the COUNTY;
- Security or Firesafety system plans records, information, photographs, audio and visual representations, schematic diagrams, surveys, recommendations or consultations relating directly to the physical security or firesafety of the facility or revealing security or firesafety systems in whole or in part;
- Geographical maps indicating the actual or proposed locations of 911, E911 or Public Safety Radio communication system infrastructure, including towers, antennae, equipment or facilities used to provide 911, E911 or Public Safety Radio services, or 911, E911 or Public Safety Radio communication structures or facilities owned and operated by the County;
- Nationwide Public Safety Broadband Network (Network) information, where such information would reveal the design and operation of Network facilities; Network coverage, including geographical maps indicating actual or proposed locations of Network infrastructure or facilities; the capabilities of Network infrastructure and facilities; the

Contract / Page 23

functions of Network services; and the security, including cybersecurity, of the design and operation of the Network;

- Threat assessments;
- Emergency evacuation plans;
- Sheltering arrangements; and/or
- Manuals for security or firesafety personnel, emergency equipment or security or firesafety training.

The PROGRAM MANAGER has an obligation to maintain the confidential status of Confidential Information. The PROGRAM MANAGER shall hold and maintain the Confidential Information in the strictest confidence for the sole and exclusive benefit of the COUNTY. The PROGRAM MANAGER shall restrict access to Confidential Information to: 1) the PROGRAM MANAGER's employees, and/or 2) licensed architects, engineers, contractors, subcontractors (Third Parties) for the sole purpose of providing services related to this Contract. Prior to releasing any Confidential Information to a Third Party, the PROGRAM MANAGER shall require those Third Parties to execute nondisclosure restrictions at least as protective as those in this Contract, and maintain a list of any Third Party to which the PROGRAM MANAGER has distributed Confidential Information. Other than as authorized above, the PROGRAM MANAGER **shall not, without prior written approval of COUNTY, publish, copy, or otherwise disclose to others any Confidential Information.**

7.14.4. Disclosure Warning. If Confidential Information is in written form, the PROGRAM MANAGER shall label or stamp the materials as they are created with the Disclosure Warning described below on each and every sheet of plans, documents or reports that contains exempt information. If the PROGRAM MANAGER is distributing Confidential Information to authorized recipients, the materials and the correspondence related thereto should contain the following disclosure warning:

DISCLOSURE WARNING. THIS DOCUMENT IS EXEMPT AND/OR CONFIDENTIAL UNDER SEC. 119.071, FLORIDA STATUTES. ANY ENTITY OR PERSONS RECEIVING SUCH INFORMATION SHALL MAINTAIN THE EXEMPT AND CONFIDENTIAL STATUS OF THE INFORMATION UNLESS OTHERWISE AUTHORIZED BY THE COUNTY. THESE DOCUMENTS SHALL NOT BE DISTRIBUTED, LOANED OR COPIED WITHOUT THE WRITTEN PERMISSION OF THE COUNTY IN ACCORDANCE WITH THE RELEVANT PROVISIONS OF FLORIDA LAW. THE COUNTY MUST BE ADVISED IMMEDIATELY AS TO ANY CHANGES IN CUSTODIAN FROM THOSE PERSONS LISTED IN CORRESPONDENCE FOR ORIGINAL DISTRIBUTION. IF THE DOCUMENTS ARE LOST OR STOLEN, OR IF THERE IS IMPROPER DISCLOSURE OR UNAUTHORIZED USE OF THE INFORMATION IN THE DOCUMENT. UPON COMPLETION OF USE, WORK, PROJECT, OR CONTRACT, THE CONSULTANT/CONTRACTOR SHALL SHRED OR BURN ANY DUPLICATE RECORDS.

7.14.5. Identifying Correspondence that May Contain Exempt or Confidential Information. In order to assist in the identification of electronic records (email) which may be exempt from public records requests and protect information that is exempt from disclosure, the PROGRAM MANAGER (as either the writer or receiver of an electronic document which may contain confidential and/or exempt information) must use the letters "PREX" (in caps) as the first four letters of the subject line of the electronic document. The PREX identifier should be used if the email contains confidential and/or exempt information in the body and/or an attachment.

7.14.6. Notification of Improper Disclosure. COUNTY must be notified immediately if the Confidential Information is lost or stolen or of any improper disclosure or unauthorized use of the Confidential Information. The PROGRAM MANAGER shall make a report to the COUNTY not more than seven (7) business days after the PROGRAM MANAGER learns of such an improper disclosure or unauthorized use of the Confidential Information. The PROGRAM MANAGER's report shall identify, to the extent known, the nature of the improper disclosure or unauthorized use, the Confidential Information disclosed or used, who made the disclosure or used the information, what the PROGRAM MANAGER has done or shall do to mitigate any harmful effects of the improper disclosure or unauthorized use, and what corrective action the PROGRAM MANAGER has taken or shall take to prevent future similar unauthorized use or improper disclosure. The PROGRAM MANAGER shall provide any other such information about the unauthorized use or improper disclosure as reasonably requested by the COUNTY. The PROGRAM MANAGER shall take all steps the COUNTY deems advisable to mitigate, resolve and/or prevent the unauthorized use or improper disclosure of the Confidential Information.

7.14.7. Survival. The nondisclosure provisions of this Section shall survive the expiration or termination of this Contract. The PROGRAM MANAGER's duty to hold Confidential Information in confidence shall remain in effect until COUNTY sends the PROGRAM MANAGER written notice releasing the PROGRAM MANAGER from the provisions of this Section.

7.14.8. Enforcement. The PROGRAM MANAGER understands that non-compliance with the terms of this Section may result in debarment pursuant to the Palm Beach County Code as well as subject itself to any other remedies available to the COUNTY at law or in equity.

IF THE CONTRACTOR/CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR/CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT: BUSINESS AND COMMUNITY AGREEMENTS MANAGER, FACILITIES DEVELOPMENT & OPERATIONS, 2633 VISTA PARKWAY, WEST PALM BEACH, FL 33411 OR BY EMAIL AT recordsrequest@pbc.gov

- 7.15. LAW AND VENUE; REMEDIES. This Contract shall be governed by, construed and enforced in accordance with the laws of the State of Florida. The parties acknowledge that venue of all actions arising out of or related to the Contract shall be proper only in a state court of competent jurisdiction 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 or 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.

COUNTY and PROGRAM MANAGER agree that the notice and cure provisions of Florida Statute Chapter 558 shall not apply to this Contract.

Pursuant to Section 558.0035 Florida Statutes, the PROGRAM MANAGER is the responsible party for the professional services it agrees to provide under this Contract. No individual professional employee, agent, director, officer or principal may be individually liable for negligence arising out of this Contract, as long as the PROGRAM MANAGER maintains the professional liability insurance required under this Contract and as long as any damages are solely economic in nature and the damages do not extend to personal injuries or property not subject to this Contract.

- 7.16. INDEMNIFICATION. The PROGRAM MANAGER shall indemnify and hold harmless the COUNTY, and its officers and employees, from liabilities, damages, losses, and costs including, but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the PROGRAM MANAGER, and other persons employed or utilized by the PROGRAM MANAGER, in the performance of this Contract.

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, each party shall bear its own attorney's fees, court costs and all expenses (including taxes and, without limitation, all such fees, costs, and expenses incident to appeals) incurred in that action or proceeding.

This section shall survive termination or expiration of this Contract.

- 7.17. CONFLICT OF INTEREST. The PROGRAM MANAGER 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 of Florida Statutes, and the Palm Beach County Code of Ethics. The PROGRAM MANAGER further represents that no person having any such conflict of interest shall be employed for said performance of services. PROGRAM MANAGER shall provide COUNTY with an executed Conflict of Interest Disclosure Form, attached as **Exhibit D** and incorporated herein and shall comply with the requirements of **Exhibit D** during the Term of this Contract.

The PROGRAM MANAGER 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 PROGRAM MANAGER'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 PROGRAM MANAGER 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 PROGRAM MANAGER. The COUNTY agrees to notify the PROGRAM MANAGER of its opinion by certified mail within thirty (30) days of receipt of notification by the PROGRAM MANAGER. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the PROGRAM MANAGER, the COUNTY shall so state in the notification and the PROGRAM MANAGER 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 PROGRAM MANAGER under the terms of this Contract.

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

Upon the PROGRAM MANAGER's request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if in the opinion of the COUNTY the PROGRAM MANAGER's failure to perform was without it or its subcontractors fault or negligence, the 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.

- 7.19. ARREARS. The PROGRAM MANAGER shall not pledge the COUNTY's credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgment, lien, or any

form of indebtedness. The PROGRAM MANAGER further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

7.20. NOTICES. All notices required in this Contract if sent to the COUNTY shall be mailed to:

Deputy Director of Airports
Planning & Community Affairs Division
846 Palm Beach International Airport
West Palm Beach, FL 33406-1470

with copy to:

Airport Director
846 Palm Beach International Airport
West Palm Beach, FL 33406-1470
AND

County Attorney's Office
301 N. Olive Avenue, 6th Floor
West Palm Beach, FL 33401

and if sent to the PROGRAM MANAGER shall be mailed to:

7.21. SEVERABILITY. If any provision(s), or portion(s) of a provision(s) of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held to be invalid, illegal or unenforceable for any reason whatsoever, the validity, legality and enforceability of the remaining provision(s), or part of the provision(s), shall not in any way be affected or impaired thereby; and if possible the invalid, illegal, or unenforceable provision shall be interpreted to the fullest extent possible to be enforceable and to give effect to the intent manifested by the provision(s), or portion(s) thereof, held invalid, illegal or unenforceable.

7.22. ENTIRETY OF CONTRACTUAL AGREEMENT.

7.22.1. Entire Agreement. The COUNTY and the PROGRAM MANAGER 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.

7.22.2. Exhibits. This Contract includes the following exhibits, which are attached hereto and made a part hereof:

- Exhibit A** - Scope of Work and Fees
- Exhibit B** - Federal Representations, Clauses and Certifications
- Exhibit C** - Non-Governmental Human Trafficking
- Exhibit D** - Insurance Certificates
- Exhibit E** - Conflict of Interest Disclosure Form
- Exhibit F** - DBE Forms

7.23. SUCCESSORS AND ASSIGNS. The COUNTY and the PROGRAM MANAGER each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Neither the COUNTY nor the PROGRAM MANAGER shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the PROGRAM MANAGER.

7.24. PUBLIC ENTITY CRIMES. As provided in F.S. 287.132-133, by entering into this Contract or performing any work in furtherance hereof, the PROGRAM MANAGER 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).

7.25. OFFICE OF THE INSPECTOR GENERAL. Palm Beach County has established the Office of the Inspector General, 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 audit, investigate, monitor, and inspect the activities of the PROGRAM MANAGER, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. 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.

7.26. SCRUTINIZED COMPANIES.

7.26.1. As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the PROGRAM MANAGER 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. Pursuant to F.S. 287.135(3)(b), if PROGRAM MANAGER is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, the Contract may be terminated at the option of the COUNTY.

7.26.2. **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 PROGRAM MANAGER 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.

7.26.3. If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by PROGRAM MANAGER, 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.

- 7.27. COMPLIANCE WITH LAWS AND REGULATIONS. The PROGRAM MANAGER shall comply with all laws, policies and procedures, resolutions, ordinances and regulations in effect at the time of performance of services and applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. . PROGRAM MANAGER 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 under this Contract.
- 7.28. NO THIRD PARTY BENEFICIARY. Except as specifically and expressly provided for herein, 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 any employees of the COUNTY and the PROGRAM MANAGER.
- 7.29. ACCESS AND AUDITS. The PROGRAM MANAGER shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work under this Contract for at least five (5) years after completion or termination of this Contract. Upon ten (10) business days' prior written notice to PROGRAM MANAGER, 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 PROGRAM MANAGER's place of business.
- 7.30. FEDERAL REPRESENTATIONS AND CERTIFICATIONS. This Contract will be funded in whole or in part with federal funds. The federal requirements are attached hereto as

Exhibit B (the Federal Requirements). PROGRAM MANAGER hereby certifies, represents and warrants that it will comply with the Federal Requirements in effect at the time the services are performed under the Contract. To the extent there is a conflict between contractual provisions, the Federal Requirements shall control.

- 7.31. CONTRACTING WITH SMALL BUSINESSES, MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, VETERAN-OWNED BUSINESSES AND LABOR SURPLUS AREA FIRMS. The PROGRAM MANAGER should be aware that this is federally funded contract, so the COUNTY's local preferences and the COUNTY's Equal Business Opportunity Program do not apply to this Contract or any subconsultant contracts. However, the PROGRAM MANAGER, when possible, should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses and labor surplus area firms are considered as subconsultants as set forth below:
- (1) Small businesses, minority businesses, women's business enterprises, veteran-owned businesses and labor surplus area firms are included on solicitation lists;
 - (2) Small businesses, minority businesses, women's business enterprises, veteran-owned businesses and labor surplus area firms are solicited whenever they are deemed eligible as potential sources;
 - (3) Dividing procurement transactions into separate procurements to permit maximum participation by small businesses, minority businesses, women's business enterprises, veteran-owned businesses and labor surplus area firms;
 - (4) Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by small businesses, minority businesses, women's business enterprises, veteran-owned businesses and labor surplus area firms; and
 - (5) Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

7.32. E-VERIFY - EMPLOYMENT ELIGIBILITY

7.32.1. PROGRAM MANAGER 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 uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of the PROGRAM MANAGER's subconsultants performing any duties and obligations under this Contract are registered with the E-Verify System and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

7.32.2. PROGRAM MANAGER 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. PROGRAM MANAGER shall maintain a copy of any such affidavit from a subconsultant for, at a minimum, the duration of the subcontract and any extension thereof.

Contract / Page 31

This provision shall not supersede any provision of this Contract which requires a longer retention period.

7.32.3. COUNTY shall terminate this Contract if it has a good faith belief that PROGRAM MANAGER has knowingly violated Section 448.09(1), Florida Statutes as may be amended.

7.33.1. If COUNTY has a good faith belief that PROGRAM MANAGER's subconsultant has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify PROGRAM MANAGER to terminate its contract with the subconsultant and PROGRAM MANAGER shall immediately terminate its contract with the subconsultant.

7.32.4. If COUNTY terminates this Contract pursuant to the above, PROGRAM MANAGER 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, PROGRAM MANAGER shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

7.33. EFFECTIVE DATE. This Contract is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners. This Contract may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same contract.

7.34. DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN. Pursuant to F.S. 286.101, as may be amended, by entering into this Contract or performing any work in furtherance thereof, the Consultant certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

7.35. HUMAN TRAFFICKING AFFIDAVIT. Consultant warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Consultant has executed **Exhibit C**, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

7.36 GRANT OBLIGATIONS. Consultant acknowledges and agrees that this Agreement shall be subject, and subordinate, to the provisions of any existing or future agreement between County and the United States of America or State of Florida, and their respective agencies, the execution of which has been, or may be, required as a condition precedent to the expenditure of federal or state funds, including, without limitation, grant agreements and associated assurances (hereinafter collectively referred to as "Grant Obligations"). The Grant Obligations shall be considered incorporated into this Agreement by reference,

Contract / Page 32

including any amendments or modifications thereto.

Notwithstanding any provision of this Agreement to the contrary, Consultant agrees it shall comply with all Grant Obligations applicable to Consultant by virtue of this Agreement. County agrees to provide Consultant with written notice of any new or amended Grant Obligations, which modify Consultant obligations hereunder. In the event of conflict between any provision of this Agreement and the Grant Obligations, the parties acknowledge and agree the provisions of the Grant Obligations shall prevail.

THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

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 an authorized official of the PROGRAM MANAGER has made and executed this Contract on behalf of the PROGRAM MANAGER.

ATTEST:
JOSEPH ABRUZZO, Clerk and Comptroller

PALM BEACH COUNTY, a political
subdivision of the State of Florida,
BOARD OF COUNTY
COMMISSIONERS

BY: _____
Deputy Clerk

By: _____
Maria G. Marino, Mayor

APPROVED AS TO TERMS AND
AND CONDITIONS


APPROVED AS TO
LEGAL SUFFICIENCY

By: 
Director – Airports

By: 
Assistant County Attorney

WITNESS:

EXP U.S. Services Inc. :
PROGRAM MANAGER


Signature

By: 
Signature

Renata Souza
Name (type or print)

Marcos J Souza, PE, PMP
Name (type or print)

Vice President, Director of Aviation
Title

CONTRACT EXHIBIT A
SCOPE OF WORK & FEES

Contract Exhibit A

Scope of Work & Fees

As used in this Scope of Work, the term Consultant shall mean the Program Manager as that term is defined in the Contract. Capitalized terms not defined in this Scope of Work shall have the same meaning as defined in the Contract.

The Consultant shall provide program management services to assist the County with management of the projects assigned. The Consultant will act as an extension of PBCDOA Staff, acting as an owner's representative and will be assigned work on an as needed basis which may consist of program, project, and construction management responsibilities and associated ancillary services as included in this Scope of Work.

EXP U.S. Services Inc., a globally recognized leader in architecture, engineering, and program management with a proven track record at major airports, is pleased to present this Scope of Work (SOW) for Program Management Services for the Palm Beach County Department of Airports (PBCDOA). With over 50 years of experience managing complex airport capital improvement programs, including terminal expansions, infrastructure upgrades, and federally funded projects, we are uniquely positioned to serve as an extension of the PBCDOA staff. This SOW outlines our approach to delivering seamless, task-based program and construction management services that align with Federal Aviation Administration (FAA), Florida Department of Transportation (FDOT), and all applicable federal, state, and local regulations, as applicable.

Our team will integrate with PBCDOA to provide expert planning, coordination, design review, construction oversight, and project controls for a diverse portfolio of capital projects across PBCDOA's airports, as directed by the PBCDOA. The following list of scope items is not intended to be all encompassing, but offer a framework for delivery of Consultant's services and ensure cost effective delivery of services over the contract term:

Planning and Coordination

1. Develop a comprehensive Program Management Plan (PMP) that outline objectives, governance structures, communication protocols, risk management strategies, and performance metrics to guide the program.
2. Establish a Program Management Office (PMO) to provide centralized oversight, resource coordination, and decision-making support across multiple projects.
3. Prioritize projects considering factors such as urgency, operational impact, funding availability, and alignment with the Palm Beach County Department of Airports' strategic vision.

4. Create a high-level program schedule and budget, leveraging advanced scheduling tools to model scenarios, optimize timelines, and integrate funding sources and resource constraints.
5. Define the project scope, objectives, and deliverables in collaboration with stakeholders, developing detailed work breakdown structures (WBS) and key milestones.
6. Coordinate with regulatory agencies, including the Federal Aviation Administration (FAA), to secure permits and approvals, ensuring compliance with aviation standards.
7. Develop phasing plans, critical path schedules, and milestones to minimize operational impacts at PBI.
8. Create detailed project plans, including schedules, resource allocations, and risk assessments, using industry-standard tools.
9. Identify and mitigate project-specific risks, such as design changes or permitting delays, with tailored contingency plans
10. Set deadlines for funding applications, permitting, environmental reviews, design, and construction phases.
11. Advise PBCDOA on procurement strategies including Disadvantaged Business Enterprise (DBE) participation while optimizing cost and efficiency, incorporating industry feedback.
12. Create and maintaining a master schedule using Critical Path Method (CPM) analysis.
13. Prepare comprehensive program budgets and cash flow projections, supported by detailed cost estimates.
14. Assist with contract administration for design and construction contracts, ensuring compliance with County policies and federal/state guidelines.
15. Develop custom reporting tools to provide timely updates and proactive issue alerts to PBCDOA leadership.
16. Assist with public meetings, including presentation preparation and attendance.
17. Integrate stakeholder feedback into project planning and execution.
18. Preparing presentations, attending meetings, and submitting reports as directed by PBCDOA, with all documentation systematically archived and retrievable.
19. Implementing quality assurance protocols and project controls to uphold industry standards, supported by real-time document tracking and compliance verification.

Program & Project Document Control

1. Implement a centralized document management system, capable of handling plans, specifications, contracts, and correspondence across the program.
2. Establish document control procedures for creation, review, approval, distribution, and archiving, ensuring consistency.

3. Train program staff on protocols to maintain compliance and streamline document workflows
4. Maintain a project-specific repository within the centralized system, with proper versioning and access controls.
5. Track submittals, RFIs, and communications, ensuring timely responses and accurate records.
6. Facilitate collaboration by providing secure, shared access to documents for project teams.
7. Prepare complete documentation for handover to PBCDOA upon project completion.

Construction Management and Inspection Services

1. Provide construction management services, including coordination of contractors, oversight of schedules, and management of project budgets to ensure timely and cost-effective delivery.
2. Manage daily construction activities, overseeing scheduling, cost control, and contractor coordination.
3. Conduct regular inspections to verify compliance with plans, specifications, and safety standards.
4. Resolve on-site issues, in coordination with PBCDOA, Designer, and/or contractors
5. Conduct inspection of construction projects, deploying qualified Resident Project Representatives (RPRs) to perform on-site monitoring, verify compliance with plans and specifications, and document quality assurance findings.
6. Deliver detailed CPM analyses and tracking to maintain project timelines.
7. Reviewing and validating change orders and pay applications based on current market conditions.
8. Provide claims analysis and dispute resolution support, leveraging our technical and contractual expertise.
9. Facilitate stakeholder meetings, preparing minutes, and delivering actionable recommendations.
10. Interpret contract terms and coordinating with PBCDOA divisions/departments, contractors, and consultants.
11. Ensure compliance with federal requirements, including DBE monitoring and Davis-Bacon wage standards, as applicable.
12. Coordinate with airport security and operations to maintain safety and minimize disruptions during construction.
13. Manage design changes, controlling scope, cost, and schedule impacts through a formal change process.

Design Document Reviews and On-Call Peer Review Services

1. Coordinate with PBCDOA stakeholders and County agencies to align project planning and permitting.
2. Conduct thorough reviews of architectural/engineering reports, plans, and specifications for accuracy and constructability.
3. Provide on-call design peer review services, leveraging our in-house architects and engineers to perform independent assessments of design deliverables upon PBCDOA request, ensuring technical quality, code compliance, and alignment with project goals.
4. Conduct technical reviews at key milestones—conceptual, preliminary, and final design—verifying accuracy, completeness, and compliance.
5. Perform value engineering and constructability analyses to optimize cost and performance.
6. Assess constructability, identifying potential challenges like site access or utility conflicts early in the process.
7. Assessing energy efficiency and sustainability options, aligning with Palm Beach County's environmental policies.
8. Verifying compliance with federal (e.g., FAA), state (e.g., FDOT), and local procurement standards.
9. Ensure designs meet stakeholder requirements, such as operational efficiency for airlines or accessibility for passengers.

Budget and Schedule Management

1. Develop an overall program budget, including project estimates and contingencies, aligned with funding sources.
2. Create a program schedule, integrating project timelines and accounting for dependencies.
3. Implement financial management systems to track expenditures, forecast costs, and identify risks.
4. Monitor performance using KPIs and earned value management (EVM), ensuring alignment with goals.
5. Develop detailed budgets and schedules, breaking down costs and tasks for precision tracking.
6. Track actual performance against baselines, using variance analysis to address deviations.
7. Manage scope changes, evaluating impacts and securing approvals to maintain control.
8. Provide regular status reports, keeping stakeholders informed of budget and schedule health.

9. Monitor budgets and schedules across all assigned projects, from design through construction.
10. Coordinate funding activities with federal and state grant requirements.
11. Generate cash flow forecasts and financial reports for PBCDOA and funding agencies.
12. Document all budget changes in auditable detail, supporting internal and external reviews.

**Palm Beach County Program Management Services
2025 Hourly Billing Rates**

The following is a summary of the 2025 hourly billing unit rates by labor category for each of the primary team members associated with the EXP Team. The following unit rates are for used during 2025 Calendar Year and apply to the Palm Beach County Department of Airports Program Management Services Contract. Overhead and profit is included in these billing rates for the CONSULTANT. The manhour salary costs by job title description may be increased at the COUNTY'S discretion.

CONSULTANT: EXP U.S. Service Inc. (Prime)

Position Description	Hourly Unit Rate (\$)
Principal	316.63
Sr. Program Manager	303.52
Project Manager	247.60
Project Engineer/Architect	150.25
Construction Contract Administrator	291.22
Project Controls Manager	225.60
Construction Manager	200.00
Sr. Construction Inspector	187.40
Construction Inspector	113.70
Building Inspector	185.75
MEP Inspector	180.00
Threshold Inspector	189.81
Document Control Manager	103.93
Sr. Administrative Assistant	88.55
QA/QC Manager	189.81
Sr. Architect Design Manager	338.94
Sr. Architect	184.48
MEP Engineering Manager	300.25
Sr. Mechanical Engineer	201.32
Sr. Electrical Engineer	203.77
Sr. Plumb. / FP Engineer	217.51
Sr. Structural Engineer	189.81
Sr. Airfield Engineer	282.00
Sr. Civil Engineer	211.50

CONSULTANT: Program Controls Inc.

Position Description	Hourly Unit Rate (\$)
Estimating & VE Manager	256.50
Lead Estimator	229.50
Position Description	Hourly Unit Rate (\$)
Senior Estimator	175.50

Estimator	148.50
Scheduling & Claims Manager	256.50
Lead Scheduler	229.50
Senior Scheduler	175.50
Scheduler	148.50

CONSULTANT: CHA

Position Description	Hourly Unit Rate (\$)
Project Manager	244.64
Airfield Engineer	219.62
Airfield Inspector	169.58
Roadway Engineer	219.62
Roadway Inspector	133.44
Aviation Planner	214.06
Terminal Planner	244.64

Program Management Services – Initial Staffing Plan

PBI DOA Program Management												
Program Scope	Firm	Position	Billable Unit Rate							Hours Per	FTE	Cost Per Position
				Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Position		
Overall Program Management	EXP	Sr. Program Manager	303.52	0.5	0.5	0.25	0.25	0.25	0.25	303	0.25	\$91,966.56
	EXP	Construction Contract Administrator	291.22							0	0	\$ -
Document Control Support	EXP	Document Control Manager	103.93							0	0	\$ -
Concourse B Expansion Project Team	EXP	Project Manager	247.60	1	1	1	1	1	1	1040	0.86	\$257,504.00
	EXP	Sr. Administrative Assistant	88.55	1	1	1	1	1	1	1040	0.86	\$92,092.00
	PCI	Senior Estimator	175.50	0.5	0.5	0.5	0.5	0.5	0.5	520	0.43	\$91,260.00
	PCI	Senior Scheduler	175.50	0.5	0.5	0.5	0.5	0.5	0.5	530	0.43	\$91,260.00
	EXP	Building Inspector	185.75	1	1	1	1	1	1	1040	0.86	\$193,180.00
Design Peer Review (TBD)	EXP	QA/QC Manager	189.81							0	0.00	\$ -
	EXP	Sr. Architect	184.48							0	0.00	\$ -
	EXP	Sr. Mechanical Engineer	201.32							0	0.00	\$ -
	EXP	Sr. Electrical Engineer	203.77							0	0.00	\$ -
	EXP	Sr. Plumb. / FP Engineer	217.51							0	0.00	\$ -
	EXP	Sr. Structural Engineer	189.81							0	0.00	\$ -
	EXP	Sr. Civil Engineer	211.50							0	0.00	\$ -
AARF + Revenue Control (TBD)	TBD	TBD								0	0.00	\$ -
	TBD	TBD								0	0.00	\$ -

Maximum Not to Exceed Budget: \$817,262.56

CONTRACT EXHIBIT B
FEDERAL REPRESENTATIONS, CLAUSES AND CERTIFICATIONS
FEDERAL PROVISIONS AND CERTIFICATIONS
INCLUDING 2 CFR Part 200 Appendix II

1. Equal Opportunity.

Contractor shall at all times comply with the provisions of 41 CFR 60-1.4(b), the Equal Opportunity Clause, which is incorporated herein by reference.

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

(a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor 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 identity, 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 contractor 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.

(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(c) The contractor will not discharge or in any manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(d) The contractor will send to each labor union or representative of workers with which he 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 contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The contractor and all subcontractors of contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60) and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The contractor 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.

(g) In the event of the contractor'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 contractor 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.

(h) The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) 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 contractor 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 contractor may request the United States to enter into such litigation to protect the interests of the United States.

2. Contract Work Hours and Safety Act (40 U.S.C. § 3702 and 3704).

Contractor shall comply with the Contract Work Hours and Safety Act (for contracts in excess of \$100,000 that involve the employment of mechanics or laborers) in accordance to 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 and 29 C.F.R. Part 1926.

(a) 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 in any workweek in which he or she is employed on such work to work in excess of forty hours in such work week 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.

(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this section the contractor 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 (a) of this section, in the sum of \$27 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 (a) of this section.

(c) Withholding for unpaid wages and liquidated damages. 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 (b) of this section.

(d) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the subcontractors 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 (a) through (d) of this section.

3. Clean Air Act Clean Water Act (for contracts exceeding \$150,000).

(a) Clean Air Act (Contracts in excess of \$150,000)

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the U.S. Department of the Treasury and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the U.S. Department of the Treasury.

(b) Federal Water Pollution Control Act (Contracts in excess of \$150,000)

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the U.S. Department of the Treasury and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the U.S. Department of the Treasury.

4. Suspension and Debarment (Certification required).

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 31 C.F.R. pt. 19. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 31 C.F.R. pt. 19, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 31 C.F.R. pt. 19 subpart C, in addition to remedies available to County, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 31 C.F.R. pt. 19 subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

A completed Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Participation form (attached hereto and titled Certification Regarding Debarment) is required in Contractor's sealed bid or proposal or as otherwise required by the County. Upon request, successful Contractor agrees to provide the County with subsequent certification(s) for it and/or its suppliers, subcontractors and subconsultants after Contract award.

5. Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 and 31 CFR Part 21 (Certification required).

Contractors who apply or bid for or receive an award of \$100,000 or more at any tier under a federal grant shall file the required certification. Each tier certifies to the tier above that it will not

and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

A completed certificate (attached hereto and titled Certification Regarding Lobbying) is required in Contractor's sealed bid or proposal or as otherwise required by the County. Upon request, successful Contractor agrees to provide the County with subsequent certification(s) for it and/or its suppliers, subcontractors and subconsultants after Contract award.

6. Recovered Materials.

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:

- (a) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (b) Meeting contract performance requirements; or
- (c) At a reasonable price.

Information about this requirement along with a list of EPA-designated items is available at EPA's Comprehensive Procurement Guidelines web site:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

7. Prohibition on Contracting for Covered Telecommunications Equipment or Services

(a) Definitions.

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means the People's Republic of China.

Covered telecommunications equipment or services means:

- 1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);

2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

Telecommunications equipment or services means telecommunications or video surveillance equipment or services, such as, but not limited to, mobile phones, land lines, internet, video surveillance, and cloud servers.

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and

its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the U.S. Department of the Treasury to:

- (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing—

- (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

- (i) Covered telecommunications equipment or services that:
 - i. Are not used as a substantial or essential component of any system; and
 - ii. Are not used as critical technology of any system.
- (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) **Subcontracts.** The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

8. Domestic Preference for Procurements.

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of

non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

9. Not used

10. Records Requirements.

(a) Records Retention. Contractor's records retention time requirement is to maintain all books, records, accounts and reports required under this contract for a period of not less than five years after the date of final payment, or the date of termination or expiration of this contract whichever is longer, except that in the event of litigation or settlement of claims arising from the performance of this contract, Contractor agrees to maintain same until the County or the U.S. Department of the Treasury, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related to the litigation or settlement of claims.

(b) Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide the County, the U.S. Treasury's Office of Inspector General, the U.S. Government Accountability Office or any of their authorized representative's, access to any books, documents, papers, and records (electronic or otherwise) of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

11. Compliance with Federal Laws. This contract is being funded in whole or in part with federal funds awarded to the County by the U.S. Department of the Treasury. The Contractor shall comply with all applicable federal statutes, regulations, and executive orders. Contractor shall insert the substance of this clause in all subcontracts and other contractual instruments.

12. False Statements. The Contractor understands that making false statements or claims in connection with this contract is a violation of federal law which may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. No Obligation by the U.S. Government. The U.S. Government is not a party to this contract and is not subject any obligations or liabilities to the Contractor, the County or any third party resulting from the performance of this contract.

14. Increasing Seat Belt Use in the United States. County encourages the Contractor to adopt and enforce an on-the-job seat belt policy and program for its employees.

15. Reducing Text Messaging While Driving. County encourages the Contractor to adopt and enforce a policy that bans text messaging while driving.

16. Title VI of the Civil Rights Act of 1964. The Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract. Contractor shall insert the substance of this clause in all subcontracts and other contractual instruments.

17. Contracting with small businesses, minority businesses, women's business enterprises, veteran-owned businesses and labor surplus area firms. If subcontracts are to be let, the Contractor should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses and labor surplus area firms are considered when possible as set out in 2 CFR 200.321(b)(1)-(5).

EXHIBIT B-1

CERTIFICATION REGARDING DEBARMENT

The Contractor certifies that:

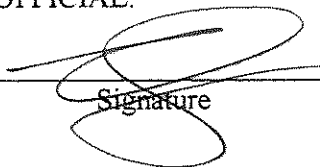
1. This Contract is a covered transaction for purposes of 2 CFR, Part 180 and 31 CFR Part 19 such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 CFR 180.995), or its affiliates (defined at 2 CFR 180.905) are excluded (defined at 2 CFR 180.940) or disqualified (defined at 2 CFR 180.935).
2. The Contractor must comply with 2 CFR Part 180, subpart C and 31 CFR Part 19, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 CFR Part 180, subpart C and 31 CFR Part 19, subpart C, in addition to remedies available to the County, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The Contractor agrees to comply with the requirements of 2 CFR Part 180, subpart C and 31 CFR Part 19, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions, including submission to Contractor of this Certification completed by its suppliers, subcontractors and subconsultants.

CONTRACTOR NAME: EXP U.S. Services Inc.

ADDRESS: 200 E Broward Blvd, Suite 1000, Fort Lauderdale, FL 33301

CONTRACTOR'S AUTHORIZED OFFICIAL:

VP, Director of Aviation
Name and Title


Signature

04/23/2025
Date

EXHIBIT B-2

CERTIFICATION REGARDING LOBBYING


Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid, proposal, or contract exceeding \$100,000)

The undersigned Contractor certifies, to the best of his or her knowledge, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

The Contractor, EXP U.S. Services Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Marcos J Souza, Vice President, Director of Aviation

Name and Title of Contractor's Authorized Official

04/23/2025


Date

CONTRACT EXHIBIT C
NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING
AFFIDAVIT

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of EXP U.S. Services Inc.
(CONTRACTOR) and attest that CONTRACTOR does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.



(signature of officer or representative)

Marcos J Souza


(printed name of officer or representative)

State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization this, 23rd
day of April 2025 by Marcos J Souza.

Personally known ☒ OR produced identification ☐.

Type of identification produced _____



NOTARY PUBLIC HH382169
My Commission Expires:
State of Florida at large



Veridiana Canizares
Comm.: HH 382169
Expires: April 3, 2027
Notary Public - State of Florida

CONTRACT EXHIBIT D

CERTIFICATES OF INSURANCE

BATCH: 3946006



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Midwest, Inc.		NAMED INSURED EXP Global, Inc. 205 N. Michigan Ave, Ste 3600 Chicago, IL 60601
POLICY NUMBER See Page 1		
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

General Liability and Auto Liability policies shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insureds.

Waiver of Subrogation applies in favor of Additional Insureds with respects to General Liability, Auto Liability, Umbrella Liability and Workers Compensation as permitted by law.

CONTRACT EXHIBIT E
CONFLICT OF INTEREST DISCLOSURE FORM
(Must be completed by Proposer and any subconsultants and returned with proposal)

PALM BEACH COUNTY CONFLICT OF INTEREST DISCLOSURE FORM

CONSULTANT/SUBCONSULTANT represents that it presently has no interest, either direct or indirect, which would or could conflict in any manner with the performance of services for the County, except as follows:

N/A

(Attach additional sheets as needed.)

CONSULTANT/SUBCONSULTANT further represents that no person having any interest shall be employed for said performance. By signing below, CONSULTANT/SUBCONSULTANT certifies that the information contained herein is true and correct and constitutes all current potential conflicts of interest which may influence or appear to influence CONSULTANT/SUBCONSULTANT'S judgment or quality of services being provided to the County.

CONSULTANT/SUBCONSULTANT shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest that may arise in the future through any prospective business association, interest or other circumstance which may influence or appear to influence CONSULTANT/SUBCONSULTANT'S judgment or quality of services being provided to the County. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that CONSULTANT/SUBCONSULTANT 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 an unacceptable conflict of interest if entered into by the CONSULTANT/SUBCONSULTANT.

If, in the sole opinion of the COUNTY, the prospective business association, interest or circumstance of CONSULTANT/SUBCONSULTANT would constitute an unacceptable conflict of interest to the COUNTY, the COUNTY shall so state in the notification and the CONSULTANT/SUBCONSULTANT shall not enter into said association, interest or circumstance.

This DISCLOSURE is submitted by (Name of Individual:) Marcos J Souza, as (Title/Position:) VP, Director of Aviation of (Name of Firm:) EXP U.S. Services Inc. who hereby certifies that any misrepresentation by the CONSULTANT/SUBCONSULTANT on this Disclosure is considered an unethical business practice and is grounds for sanctions against future County business with the CONSULTANT/SUBCONSULTANT.

Signature

04/23/2025

Date

Contract / Page 50

Rev. 8/23/21 Program Manager Contract

CONTRACT EXHIBIT F
DBE SCHEDULES

SCHEDULE 1A
LIST OF PROPOSED DBE FIRMS (USE ADDITIONAL SHEETS AS NECESSARY)

LOI/SOQ Project Description: Program Management Services
Name of Respondent: EXP U.S. Services Inc.
Contact Person: Marcos Souza
Address: 200 E Broward Blvd, Suite 1000, Fort Lauderdale, FL 33301
Phone No: 954.999.8292
E-mail Address: marcos.souza@exp.com

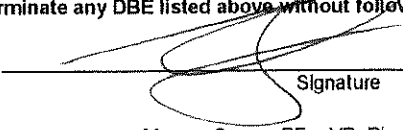
RFP Project No.: PB 24-21
CSA/Amend. No.: N/A

Name, Address & Phone No. of DBE Firm	Description of Type of Work	Race of Majority Owner (Mark applicable category X or ✓)	Gender of Majority Owner (Mark applicable category X or ✓)	Classification	Dollar Amount
TIERRA SOUTH FLORIDA, INC.	NAICS Code(s):	Black American	✓ Male	Prime Contractor	\$0.00
	Various	Hispanic American	Female	✓ Subcontractor	
	Description of Type of Work:	✓ Asian Pacific American	Other		
	Material Testing	Subcontinent Asian American			
		Native American			
		Other			
PROGRAM CONTROLS, INC.	NAICS Code(s):	Black American	✓ Male	Prime Contractor	\$182,520.00
	Various	Hispanic American	Female	✓ Subcontractor	
	Description of Type of Work:	✓ Asian Pacific American	Other		
	Estimating & Scheduling Support	Subcontinent Asian American			
		Native American			
		Other			
Total Dollar Amount					\$182,520.00

Notes:

- The amounts listed on this form for each DBE Firm must be supported by the price included on Schedule 2, "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 website at <https://fdotxwp02.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/CustomSearch.aspx>
- If materials or supplies are proposed to be purchased from a DBE regular dealer, sixty percent (60%) of the proposed expenditure is counted toward attainment of the DBE goal. Reduce dollar amount to 60% of supplier's quote for purposes of determining value of DBE participation. Amounts listed on Schedule "2" should reflect the full expenditure (i.e., do not reduce supplier's quote).

By signing this form the undersigned Respondent is committing to utilize the above referenced DBE Firms and that the Respondent will monitor the DBE Firms to ensure that the work is actually performed by the by the DBE Firms. The Respondent understands that if it is awarded a contract resulting from this procurement, it must enter into a subcontract with the DBE firm(s) identified above that is representative of the type and amount of work listed. The Respondent understands that upon submitting this form with its proposal, it may not substitute or terminate any DBE listed above without following the procedures of 49 CFR Part 26, §26.63.

By:  04/23/2025
Signature Date
Marcos Souza, PE – VP, Director of Aviation
Print Name/Title of Person Executing on Behalf of the Respondent

- 1 Regular Dealer/Distributors should complete the Regular Dealer/Distributor Affirmation Form and attach to this Schedule 2A. The Department
may request submission following proposal opening if omitted. Prime Respondents shall have two (2) business days to submit the required
form following the Department's request.
- 2 Do not reduce supplier's percentage on this Schedule. Adjustments for purposes of determining the value of a supplier's participation should
be reflected on Schedule 1 only. See "Note 3" on Schedule 1A. Amounts for materials and supplies should be broken out in the table above.
- 3 Total participation will be reduced for by non-DBE subcontracts, if any.

DISCLOSURE OF OWNERSHIP INTERESTS
CONTRACT NO. PB 24-21

TO: **PALM BEACH COUNTY CHIEF OFFICER,
OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE**

BEFORE ME, the undersigned authority, this day personally appeared **Marcos J Souza**, hereinafter referred to as "Affiant," who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant appears herein as:
- ☐ an individual *or*
☒ the Vice President, Director of Aviation of EXP U.S. Services Inc.
[position—e.g., sole proprietor, president, partner, etc.] [name & type of entity—e.g., ABC Corp., XYZ Ltd. Partnership, etc.]. The Affiant or the entity the Affiant represents herein seeks to do business with Palm Beach County through its Board of County Commissioners.
2. Affiant's address is: 200 E Broward Blvd, Suite 1000, Fort Lauderdale, FL 33301.
3. Attached hereto as Exhibit "A" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater interest in the Affiant's corporation, partnership, or other principal. Disclosure does not apply to nonprofit corporations, government agencies, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.
4. Affiant acknowledges that this Affidavit is given to comply with Palm Beach County policy, and will be relied upon by Palm Beach County and the Board of County Commissioners. Affiant further acknowledges that he or she is authorized to execute this document on behalf of the entity identified in paragraph one, if any.
5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.
6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct and complete.

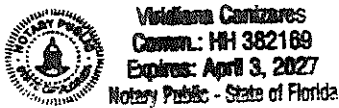
FURTHER AFFIANT SAYETH NAUGHT.

EXP U.S. Services Inc. , Affiant
(Print Affiant Name)

The foregoing instrument was acknowledged before me this 23rd day of April, 2025, by **Marcos J Souza**, ☒ who is personally known to me or ☐ who has produced _____ as identification and who did take an oath.



Notary Public



VIRIDIANA CANIZARES
(Print Notary Name) #H 382169
State of Florida at Large

My Commission Expires: April 3, 2027

EXHIBIT "A"

DISCLOSURE OF OWNERSHIP INTERESTS IN AFFIANT

Affiant must identify all entities and individuals owning five percent (5%) or more ownership interest in Affiant's corporation, partnership or other principal, if any. Affiant must identify individual owners. For example, if Affiant's principal is wholly or partially owned by another entity, such as a corporation, Affiant must identify the other entity, its address, and the individual owners of the other entity. Disclosure does not apply to any nonprofit corporation, government agency, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

[illegible]

Attachment No. 2
DBE Information

[REDACTED]

ATTACHMENT NO. 2

PB 24-21 Project Management Services
EXP US Services Inc
DBE Goal 0.00%

DBE	Prime	Subcontractor	Supplier	Type	Location	DBE %	Exclusions	Classification	Schedule (2)A Complete	Remarks	FDOT/UCP Verified
Program Controls Inc.				Engineering Services	Miami, FL	22.33%		APM	X		X

Signatory Information

[Redacted Signature Line]

[Redacted Signature Line]

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

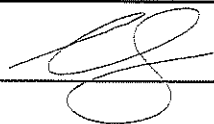
Vice President, Director of Aviation

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



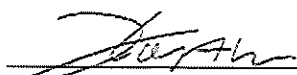
3. The aforementioned person is duly appointed, authorized and directed, for and on behalf of the Corporation, to discuss, propose, and negotiate services, sign all documents, including RFQ responses, disclosure certificates, work orders, purchase orders, subcontracts or contracts related to the **Palm Beach County Department of Airports (DOA), Project 24-21** Program Management Services at PBI (« 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 1st day of May 2025.

EXP U.S. SERVICES INC.

Per: _____



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

I have the authority to bind the Corporation

Attachment No. 3
Budget Transfer

