

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: August 19, 2025

☒ Consent

☐ Regular

☐ Workshop

☐ Public Hearing

Submitted By: Department of Airports

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Amendment No. 1 to the Contract for Construction Manager (CM) at Risk Services (Contract) with The Whiting-Turner Contracting Co. (WT) for Campus Wide Facility Improvements for Work Order WT 03: New Revenue Control Building (Project) at Palm Beach International Airport (PBI) in the amount of \$561,780 with a project duration of 366 calendar days.

Summary: On November 19, 2024, the Board of County Commissioners (BCC) approved the Contract (R2024-1554) with WT for CM at Risk Services for Campus Wide Facility Improvements at PBI. Task orders in the amount of \$107,996 were approved pursuant to delegated authority in accordance with PPM CW-F-050, providing pre-construction services for the New Revenue Control Building and General Aviation Federal Inspection Services Facility. Amendment No. 1 increases the contract amount by \$561,780 for a total contract amount of \$669,776 with a project duration of 366 calendar days. Amendment No. 1 provides for the procurement of the generator required to support the New Revenue Control Building during power disruptions. Due to the long lead times associated with the procurement of generators and other electrical components, Amendment No. 1 will ensure the delivery of the generator coincides with the construction of the facility. A detailed contract history is included in Attachment No. 1. A Disadvantaged Business Enterprise (DBE) goal of 11% was established for the Contract. The DBE participation for Amendment No. 1 is 0%. The DBE participation for the Contract to date is 0%. Countywide (AH)

Background and Justification: Originally constructed in 1987, the existing Revenue Control Building is nearly 40 years old and has reached the end of its useful life. This facility is the central location for the operation and management of the public parking facilities at PBI, which generated more than \$23 million in parking revenues in fiscal year 2024.

Attachments:

1. Amendment No. 1 to CM at Risk Contract with WT with Contract History – (2 originals)

18

Recommended By:



Department Director

7/22/25

Date

Approved By:



Assistant County Administrator

8/6/25

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>\$561,780</u>				
Operating Costs					
External Revenues (Grants)					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	<u>\$561,780</u>				
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget?

Yes X No

Does this item include the use of federal funds?

Yes **No**

Does this item include the use of state funds?

Yes **No** **X**

Budget Account No: Fund 4118 Department 121 Unit A362-408 Object 6211
Reporting Category _____

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

Approval of this item will provide funding for Amendment No. 1 in the amount of \$561,780.

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

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

Liza M. Martinez
 KK 7/24 OFMB 7/24

Frank Zach 8/4/25
Contract Dev. and Control 75784.25

B. Legal Sufficiency:

Approved for AH
Assistant County Attorney

C. Other Department Review:

Department Director

REVISÉD 11/17

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

Attachment No. 1

Amendment No. 1 with Whiting Turner Contracting Company. – 2 Originals with
Contract History



Exhibit A

GMP dated July 3, 2025

Including:

1. Performance and Payment Bonds
2. Insurance Compliance Document
3. Contract History

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Appendix B

State Contract Clauses



**AMENDMENT 1 TO CONTRACT FOR
CONSTRUCTION MANAGEMENT SERVICES
CAMPUS WIDE FACILITY IMPROVEMENTS
AT PALM BEACH INTERNATIONAL AIRPORT
PROJECT NO. PB 23-18**

This Amendment No. 1 to the Contract for Construction Management Services is made as of August 19, 2025, by and between Palm Beach County, a political subdivision of the State of Florida ("County" or "Owner") and Whiting-Turner Contracting Company, a corporation authorized to do business in the State of Florida ("Construction Manager" or "CM"), having its office and principal place of business at 110 East Broward Boulevard, Suite 2050, Fort Lauderdale, Florida 33301.

WHEREAS, the parties entered into that certain Contract for Construction Management Services for Campus Wide Facility Improvements at the Palm Beach International Airport ("Contract") dated November 19, 2024 (R2024-1554); and

WHEREAS, the parties hereto entered into a Contract between Owner and Construction Manager whereby the Construction Manager has rendered or will render pre-construction services as specified therein; and

WHEREAS, the parties have negotiated a Guaranteed Maximum Price (GMP), including Construction Manager's fees for construction and warranty services and other services as set forth herein and in the Contract; and

WHEREAS, the Construction Manager represents that the Construction Manager, Subcontractors, material and equipment suppliers have compared and reviewed all general and specific details on the Drawings and that all conflicts, discrepancies, errors and omissions, which are within the commonly accepted knowledge based of a licensed general contractor, subcontractor, trades persons, manufacturers or other parties required to carry out the Work involved in this Amendment No. 1, have been corrected or clarified prior to execution of this Amendment No. 1 to the Contract, and therefore Construction Manager warrants that the GMP (exclusive of contingency) includes the cost of correcting all conflicts, discrepancies, errors, or omissions which Construction Manager identifies, or should have identified through the exercise of reasonable skill and care, during the pre-construction phase of this Contract; and

WHEREAS, the Construction Manager's review and comparison of all Drawings has taken into consideration the total and complete functioning of all systems and therefore the Construction Manager represents that the GMP represents the total cost for complete and functional systems; and

WHEREAS, the parties desire to amend the Contract as provided for herein.

NOW THEREFORE, in exchange for the mutual covenants and promises set forth herein and the sums of money agreed to be paid by the Owner to the Construction Manager, the parties agree as follows:

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

1. GUARANTEED MAXIMUM PRICE

Pursuant to Article 2.2 and Article 6 of the Contract between Owner and Construction Manager, the parties have agreed to the establishment of a Guaranteed Maximum Price of

\$561,780.00 for the construction costs for **Work Order WT 03: New Revenue Control Building** (“Work Order”), as provided in the attached Exhibit A.

2. SCHEDULE OF TIME FOR COMPLETION

Pursuant to Article 5.3, Construction Manager shall complete the project within the milestones noted in the table below or Liquidated Damages for failure to complete within the contract time or approved extension thereof shall be assessed.

Description	Calendar Days from NTP	Liquidated Damages
Substantial Completion	336	\$400 per day
Final Completion	366	-

3. ATTACHMENTS: Exhibit A to this Amendment No. 1 is hereby incorporated into the Contract.
4. Section 90-07.f of the General Provisions shall not apply to this Work Order.
5. Except as modified herein, all terms and conditions of the Contract shall remain in full force and effect. In the event of any conflict or inconsistency between the provisions of the Contract and the provisions of this Amendment No. 1, the provisions of this Amendment No. 1 shall govern and control.
6. This Amendment No. 1 shall become effective when signed by both parties and approved by the Palm Beach County Board of County Commissioners.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment No. 1 as of the day and year first above written.

ATTEST:

PALM BEACH COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

CLERK OF THE CIRCUIT COURT
& COMPTROLLER

By: _____
Deputy Clerk

By: _____
Maria G. Marino, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: *[Signature]* for Att
County Attorney

By: *[Signature]*
Director of Airports

WITNESS:
FOR CONSTRUCTION MANAGER

CONSTRUCTION MANAGER:

DocuSigned by:
Mike Avni
Signature
Mike Avni
Name (type or print)

DocuSigned by:
Brent A Voyles
Signature
Brent A Voyles
Name (type or print)
Senior Vice President
Title

(Corporate Seal)

EXHIBIT A

The Whiting-Turner Contracting Co.
Project Owner: Palm Beach County Department of Airports
Project: PB 23-18 (Campus Wide Facility Improvements Project)
Revenue Control Building
July 3, 2025
Amendment 1 - Generator Procurement

Cost Summary			
DESCRIPTION		Cost	DBE Value Included
1	WT Staff - Submittal/Invoice Processing	\$41,193	\$0
2	Generator Fuel for Commissioning and Turnover	\$18,900	\$0
3	400kw Generator	\$424,700	\$0
4	400kw Generator Sales Tax	\$25,532	\$0
5	Witness Factory Acceptance Test	\$2,000	\$0
6	Cummins 1200 Amp ATS	excluded	\$0
7	5 Year Warranty	included	\$0
8	5 Year Maintenance Service	included	\$0
9	Start up and Commissioning	included	\$0
10	Training	included	\$0
11			\$0
12			\$0
13			\$0
SUB-TOTAL 1		\$512,325	\$0
Builder's Risk Insurance & Deductibles		excluded	\$0
General Liability Insurance (0.9% per Exhibit H)		\$4,611	\$0
Building & Sub Permit Fees		excluded	\$0
SUB-TOTAL 2		\$516,936	\$0
WT P&P Bond		excluded	\$0
W-T Overhead & Profit (3.5%) Per Exhibit H		\$18,092.76	\$0
SUB-TOTAL 3		\$535,029	\$0
Contingency (5%)		\$26,751	\$0
TOTAL PROPOSAL		\$561,780	\$0

Palm Beach International Airport
RCB Early Generator Procurement Proposal
General Conditions Summary

CMS CODE	Code Type	DESCRIPTION	5				BUDGET COMMENTS
			quantity	units	unit price	total	
CONSTRUCTION MANAGEMENT FEE							
WT Staff							
130003	L	Superintendent		Mnths		0	
130003	L	Assist Superintendent		Mnths		0	
130025	L	Senior Project Manager		Mnths		0	
130025	L	Project Manager	1.70	Mnths	24,264.00	41,193	
130025	L	Assist Project Manager		Mnths		0	
130025	L	BIM Coordinator		Mnths		0	
130025	L	Job Secretary		Mnths		0	
WT STAFF TOTALS			1.70			41,193	
CM FEE TOTAL			N/A	N/A	N/A	41,193	
GENERAL CONDITIONS (Per Article 8)							
110001	X	Small Tools & Equip				0	
120001	X	Drawings & Specs/As-builts				0	
140008	X	Project Signs (WT Signs)				0	
140030	X	Safety Incentive/Inspections				0	
140050	X	First Aid				0	
150001	X	Progress & Completion Photos				0	
160002	X	Conex Boxes				0	
160014	X	Job Fuel	4200.00	Gallons	\$ 4.50	18,900	1 tank for commissioning and full tank for turnover
170005	X	Punch list				0	
		Scope items (Allocable Work)					
TBD		Surveying				0	
TBD		Testing & Inspections /Threshold				0	
TBD		Equip Rental (Lifts, etc.)				0	
TBD		Carpenter				0	
TBD		Misc labor				0	
TBD		Temporary Fence (Laydown)				0	
TBD		Temp. Stairs & Ladders				0	
TBD		Safety Materials				0	

Palm Beach International Airport
RCB Early Generator Procurement Proposal
General Conditions Summary

CMS CODE	Code Type	DESCRIPTION	5				BUDGET COMMENTS
			quantity	units	unit price	total	
TBD		Electric Consumption Construction				0	
TBD		Port-o-lets - Sanitary Facilities				0	
TBD		Jobsite Fire Protection				0	
TBD		Final Clean Up				0	
TBD		Dumpsters - (20 Yard)				0	
TBD		Fire Alarm Shutdowns (Standby)				0	
TBD		Fire Watch Standby				0	
TBD		Permit Fee				0	
		Scope items (Non-Allocable Work)				0	
TBD		Surveying				0	
TBD		Testing & Inspections				0	
TBD		Equip Rental (Lifts, etc.)				0	
TBD		MOT - Barricades				0	
TBD		Carpenter				0	
TBD		Misc labor				0	
TBD		Dust Control / Barricades				0	
TBD		Temporary Fence				0	
TBD		Temp. Stairs & Ladders				0	
TBD		Safety Materials				0	
TBD		Electric Consumption Construction				0	
TBD		Port-o-lets - Sanitary Facilities				0	
TBD		Jobsite Fire Protection				0	
TBD		Final Clean Up				0	
TBD		Dumpsters - (20 Yard)				0	
TBD		Fire Alarm Shutdowns (Standby)				0	
TBD		Fire Watch Standby				0	
GENERAL CONDITIONS TOTALS			N/A	N/A	N/A	18,900	

[illegible]

Project Owner: Palm Beach County Department of Airports
Project: PB 23-18 (Campus Wide Facility Improvements Project)
Revenue Control Building

Proposal Clarifications
July 1, 2025

Proposal Notes, Clarifications, and Assumptions	
1	<p>The Price and Schedule included in this Proposal do not include any impacts for changes in taxes, tariffs or other similar changes in law that are enacted after the date of this Quotation (“Changes”). Contractor shall be entitled to an equitable adjustment in time and money for delays and costs that it can prove it actually incurred directly or indirectly that arise out of or relate to such Changes including, without limitation, escalation and/or delay damages, costs to reprocore, costs to change suppliers, costs of manufactured equipment or goods, or other costs of any kind resulting from the Changes.</p> <p>The following language is included in the purchase order with Cummins, as they required. Any impacts incurred by Whiting-Turner ("Buyer") shall be passed on to Palm Beach County ("Owner"), who shall become responsible for such claims.</p> <p>Tariff and Duty Surcharges. In addition to any adjustments otherwise provided for in this Agreement, in the event of any increase in the cost of purchased materials due to the impact of any tariffs, duties, levies, or similar government charges (“Tariffs”) in effect during the term of this Agreement, the parties agree that such increases shall be passed through directly to Buyer effective immediately upon Seller's notice to Buyer of such increases. Seller agrees to provide to Buyer such evidence of the cost increase due to Tariffs as is reasonably necessary to allow Buyer to verify the amount of such increase, which may include governmental notices, customs forms, or similar documentation reasonably available to Seller. Buyer shall pay Tariff-related increases within thirty (30) days of approval and funding from owner.</p>
2	This proposal will have 0% DBE participation. However, WT's overall contract value for this project (The Revenue Control Building) will be 11% or more.
4	A W-T P&P Bond is excluded.
5	We have excluded security personnel for delivery.
6	Builder's Risk insurance is excluded.
7	Building Permit fees, including sub permit fees, are excluded. Any gernator permit fees will be obtained during construction phase and permit fees bill be paid by Palm Beach County.
8	Fire watch and fire standby costs are excluded.
9	Testing & Inspections Fees (Including threshold inspections) are excluded and by Owner.
10	This proposal is based off the 6/17/25 Specication and Drawings.
11	Fire alarm testing and standby costs from PBIA's fire alarm vendor are excluded for startup, testing and commissioning. This will be included in construction phase GMP.
12	Sales tax is included in this proposal.
13	Subcontractor bids are valid for 30 days (7/26/25). We have not included escalation costs in this proposal.
14	Storage Costs are not included in this proposal. WT will deliver this generator to the site when Factory Acceptance Test is passed.
15	WT has excluded the Automatic Transfer Switch in this proposal. WT will need to confirm if the electrical room will have enough floor space for a separate ATS enclosure from the new Switchboard.
16	Duration for Generator Supplier to compile and submit generator submittal and EOR to review and approve is assumed to be 3 months.
17	Generator Procurement Duration is 40 weeks from date of Approval for EOR.
18	WT has included the cost for 2 Full Tanks of Fuel for generator. The tank holds 2100 gallons of diesel. One tank is assumed to be used for testing and comissioning and the 2nd full tank will be filled for Owner Turn Over.
19	WT assumes the cost of Fuel will be no more that \$4.50 a gallon. Any savings will go back to PBIA and WT reserves the right for a future change order if the cost of fuel increases more the \$4.50/gallon

Certificate of Insurance



Contract History



ORIGINAL CONTRACT R-2024-1554 DATE APPROVED 11/19/2024 DBE Goal 11.00% EXPIRATION 10/22/2026	REF DOC	DESCRIPTION	TIME(Cal Days) for Substantia	TIME(Cal Days) for Final	NTP	Substantia Completion Date	Final Completion Date	AMOUNT	CHANGE ORDER OR ADJUSTMENT	'CHANGE ORDER VALUE PLUS TIME	REVISED AMOUNT	LEAD DEPT APPROVAL	CRC APPROVAL	BCC APPROVAL	STATUS	TOWO CLOSED
	TO WT-001	Pre-Construction Services New Revenue Control Building			2/25/26			\$66,967.00				Approved by Lead on 02/25/25				
	TO WT-002	Pre-Construction Services GA FIS			4/1/25			\$61,038.00				Approved by Lead on 04/02/25			Pending	
	Amendment No. 1	Work Order No. 3	336	386				\$561,788.00								
	Total			336	386				\$669,776.00							

15. **Unauthorized Aliens (FDOT).** FDOT considers the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Contract.
16. **Procurement of Construction Services (FDOT).** If the project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project, fifty percent (50%) or more of the cost of the project is to be paid from state-appropriated funds, then the Contractor must comply with the requirements of Section 255.0991, Florida Statutes.
17. **Approval of Third Party Contracts (FDOT).** The Owner specifically reserves the right to review and approve any and all third party contracts with respect to any project before the Contractor executes or obligates itself in any manner requiring the disbursement of funds, including amendments to contracts. If the Owner chooses to review and approve third party contracts for a project and the Contractor fails to obtain such approval, which shall be sufficient cause for nonpayment by the Owner. The Owner specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same.
18. **Indemnification.** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and the State of Florida, Florida Department of Transportation, including their respective officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this Contract. This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Owner's sovereign immunity.

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

Project/Bid Name:	Revenue Control Building - Generator	Project/Bid No:	PB 23-18
Name of Prime Bidder:	The Whiting-Turner Contracting Co	Indicate Base Bid or Alternate No.:	
Contract Person:	Anthony Frederici	Change Order/CSA/Amend.No.:	Amendment 1
Address:	110 E Broward BLVD Suite 2050 Fort Lauderdale, FL 33301	Bid Opening Date:	
Phone No:	954-776-0800		
E-mail Address:	anthony.frederici@whiting-turner.com		

Name, Address & Phone No. of DBE Firm	Description of Type of Work	Race of Majority Owner (Mark applicable category (X or ✓))	Sex of Majority Owner (Mark applicable category (X or ✓))	Classification	Dollar Amount
None	NAICS Code(s):	<input type="checkbox"/> Black American	<input type="checkbox"/> Male	<input type="checkbox"/> Prime Contractor	\$ 0.00 -
		<input type="checkbox"/> Hispanic American	<input type="checkbox"/> Female	<input type="checkbox"/> Subcontractor	
	Description of Type of Work:	<input type="checkbox"/> Asian Pacific American		<input type="checkbox"/> Supplier	
		<input type="checkbox"/> Subcontinent Asian American		<input type="checkbox"/> Manufacturer	
		<input type="checkbox"/> Native American		<input type="checkbox"/> Distributor	
		<input type="checkbox"/> Other -			
	NAICS Code(s):	<input type="checkbox"/> Black American	<input type="checkbox"/> Male	<input type="checkbox"/> Prime Contractor	\$ -
		<input type="checkbox"/> Hispanic American	<input type="checkbox"/> Female	<input type="checkbox"/> Subcontractor	
	Description of Type of Work:	<input type="checkbox"/> Asian Pacific American		<input type="checkbox"/> Supplier	
		<input type="checkbox"/> Subcontinent Asian American		<input type="checkbox"/> Manufacturer	
		<input type="checkbox"/> Native American		<input type="checkbox"/> Distributor	
		<input type="checkbox"/> Other -			
	NAICS Code(s):	<input type="checkbox"/> Black American	<input type="checkbox"/> Male	<input type="checkbox"/> Prime Contractor	\$ -
		<input type="checkbox"/> Hispanic American	<input type="checkbox"/> Female	<input type="checkbox"/> Subcontractor	
	Description of Type of Work:	<input type="checkbox"/> Asian Pacific American		<input type="checkbox"/> Supplier	
		<input type="checkbox"/> Subcontinent Asian American		<input type="checkbox"/> Manufacturer	
		<input type="checkbox"/> Native American		<input type="checkbox"/> Distributor	
		<input type="checkbox"/> Other -			
	NAICS Code(s):	<input type="checkbox"/> Black American	<input type="checkbox"/> Male	<input type="checkbox"/> Prime Contractor	\$ -
		<input type="checkbox"/> Hispanic American	<input type="checkbox"/> Female	<input type="checkbox"/> Subcontractor	
	Description of Type of Work:	<input type="checkbox"/> Asian Pacific American		<input type="checkbox"/> Supplier	
		<input type="checkbox"/> Subcontinent Asian American		<input type="checkbox"/> Manufacturer	
		<input type="checkbox"/> Native American		<input type="checkbox"/> Distributor	
		<input type="checkbox"/> Other -			
TOTAL DOLLAR AMOUNT					\$ 0.00 -


Notes:

1. 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.

2. 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://fdot.vsp02.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/CustomSearch.aspx>

3. If materials or supplies are proposed to be purchased from a DBE regular dealer, participation should be adjusted in accordance with 49 CFR §26.53(c) and §26.55(e) (see DBE Regular Dealer/Distributor Form). Amounts listed on Schedule "2" should reflect the full expenditure (i.e., do not reduce supplier's quote).

By signing this form the undersigned Bidder is committing to utilize the above referenced DBE Firms and that the Bidder will monitor the DBE Firms to ensure that the work is actually performed by the by the DBE Firms. The Bidder 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 Bidder 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, §26.53.

By: Anthony Frederici	7/22/25
	
Signature	Date
Print Name/Title of Person Executing on Behalf of the Prime Bidder	

**APPENDIX B
STATE CONTRACT CLAUSES**

The Contractor acknowledges and agrees that the provisions of this Appendix B shall apply to any Task Orders/Work Orders/Amendments or projects awarded under this Contract when Florida Department of Transportation funds are used, in whole or in part, to fund or reimburse projects under this Contract. Contractor shall comply with all applicable state and/or federal grant assurance requirements in the performance of its obligations under this Contract, including, but not limited to, the requirements listed below. In the event of a conflict between this Appendix B and the requirements set forth in a specific funding agreement, which are expressly applicable to Contractors and its subcontractors, the terms of the funding agreement shall prevail. Furthermore, Contractor acknowledges and agrees that the Owner may amend or update this Appendix B as it deems necessary or appropriate to ensure compliance with applicable funding requirements.

1. General Civil Rights Provisions (FAA A5.3.2).

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the Contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

Contractor shall include the aforementioned provision in all subcontracts.

2. Title VI Solicitation Notice (FAA A1.1.1). Contractor shall include the following notice in all solicitations issued under this Contract:

Palm Beach County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

3. Title VI Clauses for Compliance with Nondiscrimination Requirements (FAA A.6.4.1).

During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

- A. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities (as hereinafter defined), as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.

- B. **Nondiscrimination:** The Contractor, with regard to the work performed by it during this Contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- C. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- D. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Owner or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Owner or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the non-discrimination provisions of this Contract, the Owner will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
- i. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - ii. Cancelling, terminating, or suspending a contract, in whole or in part.
- F. **Incorporation of Provisions:** The Contractor will include the provisions of section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Owner or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Owner to enter into any litigation to protect the interests of the Owner. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

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

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities (referred to herein as the "Title VI List of Pertinent Nondiscrimination Acts and Authorities" or "Nondiscrimination Acts and Authorities"), including, but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
 - 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
 - The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
 - The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
 - Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
 - The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
 - Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
 - The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 - Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
 - Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*).
5. **Federal Fair Labor Standards Act (FAA A17.3).** All contracts and subcontracts that result from this Contract must incorporate by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers. The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.
6. **Occupational Health and Safety Act of 1970 (FAA A20.3).** All contracts and subcontracts that result from this Contract must incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee.

Federal Front End Documents-CMAR

Appendix B v 5.10.18

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The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

7. Disadvantaged Business Enterprises (“DBE”) (JPA §10.30).

A. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the Contractor from future bidding as non-responsible.

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

B. Disadvantaged Business Enterprise Participation Goal.

1. DBE Requirements. It is the policy of the Owner that Disadvantaged Business Enterprises (DBE) shall have the maximum practicable opportunity to participate in the performance of contracts. Consequently, the DBE requirements of 49 CFR Part 26 shall apply to this Contract. The DBE participation goals for under this Contract for Task Orders/Work Orders/Amendments or project funded in whole or in part with Florida Department of Transportation funds is a minimum of **11% of the GMP**. The Contractor shall be required to achieve the DBE goal or demonstrate good faith efforts to achieve the DBE goal. The Contractor shall be required to submit the following DBE Schedules with the GMP Response:

- (a) Schedule 1 - List of Proposed DBE Firms. Schedule 1 shall contain the required information for all DBE firms participating in the Contract (including DBE firms acting as the prime contractor, subcontractors, manufacturers and suppliers).
- (b) Schedule 2 - Letter of Intent to Perform as a Disadvantaged Business Enterprise. A Schedule 2 must be submitted for each DBE firm listed on Schedule 1. Schedule 2 must be completely filled out and signed by the proposed DBE firm. The amounts listed on Schedule 1 for each DBE firm must be supported by the price included on Schedule 2 in order to be counted toward attainment of the DBE goal.

- (c) Schedule 3 - Demonstration of Good Faith Efforts to Achieve DBE Goal. The Contractor shall indicate how it intends to satisfy the requirements of the RFQ related to DBE participation on Schedule 3. If the DBE goal is not achieved, the Contractor shall submit written evidence of good faith efforts (as provided in Schedule 3) by showing that it took all necessary and reasonable steps to achieve the DBE goal even if the Contractor was not fully successful. Examples of good faith efforts can be found in Appendix A to 49 CFR Part 26.
 - (d) Schedule 6 - Bidders and Subcontractor's Information. Schedule 6 must include the required information for the prime contractor and all subcontractors.
- C. Rejection of GMP. The Contractor acknowledges and agrees that the GMP may be rejected by the Owner based upon the Contractor's failure to submit the required DBE Schedules or to demonstrate good faith efforts to achieve the DBE goal if the Contractor is unable to achieve the DBE goal. Copies of the DBE Schedules required to be submitted with the GMP are available upon request from the Owner.
- D. Verification of Certification. Only those firms certified as DBEs by the Unified Certification Program for the State of Florida shall be counted toward the established DBE goal. It is the responsibility of the Contractor to confirm the certification of any proposed DBE.
- E. Reporting/Inspection Requirements
- (1) The Contractor shall be required to submit regular progress reports, in a form and substance as required by the Owner, related to the DBE goal and other affirmative action efforts. Progress reports shall be completed and submitted with each payment request or application for payment. Failure to provide the required progress reports as instructed may result in a delay in processing payment or disapproval of the invoice until the progress report is submitted, as required.
 - (2) Within ten (10) days of the Owner's request, the Contractor shall provide any additional information requested by the Owner to substantiate DBE participation, including, but not limited to, complete copies of the written subcontract or agreement between the Contractor and any subcontractor or supplier, including DBE and non-DBE firms, for the work relative to this Contract. Contractor shall provide complete copies of all DBE subcontracts to the Owner with the first payment request or application for payment and a complete list of the names of all non-DBE subcontractors and the dollar amount of each non-DBE subcontract.
 - (3) It shall be the responsibility of the Contractor to ensure that the DBE firms performing services under this Contract perform a Commercially Useful Function (as defined in 49 CFR Part 26). The Contractor shall ensure that work committed to a DBE firm as a part of this Contract is actually performed by the DBE firm and shall notify the Owner in the event work committed to the DBE firm is actually performed by a non-DBE subcontractor.
 - (4) The Contractor shall maintain records and documents of payments to DBE firms performing under this Contract for a minimum of five (5) years from the termination date of this Contract. The records shall be made available to the Owner and/or the U.S

Department of Transportation, the Florida Department of Transportation or any of their respective agencies, for inspection upon request. The Contractor shall also require its DBE subcontractors and suppliers maintain their records and documents of payments from the Contractor for a minimum of five (5) years from the termination date of this Contract and ensure that the records are made available to the Owner and/or the U.S Department of Transportation, the Florida Department of Transportation or any of their respective agencies, for inspection upon request.

- (5) Failure of the Contractor to comply with the DBE requirements of this Appendix shall be considered a material default of this Contract, entitling the Owner to exercise all available remedies under this Contract or the law, including, but not limited to, termination of this Contract.

F. DBE Substitution/Termination.

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

8. **Equal Employment Opportunity (JPA §11.10).** In connection with the carrying out of any project, the Contractor shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex 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, age, creed, color, sex, 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 shall insert the foregoing provision modified only to show the particular contractual relationship in all its subcontracts in connection with the development or operation of , except contracts for standard commercial supplies or raw materials, and shall require all such subcontractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction,

demolition, removal, site improvement, or similar work, the Contractor shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by Owner setting forth the provisions of the nondiscrimination clause.

9. Federal Certification Regarding Lobbying (JPA §19.10). The Contractor certifies that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, 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.
- B. 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 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.
- C. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

10. State Prohibition on Using Funds for Lobbying (JPA §19.20). No funds received pursuant to this Contract may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

11. Restrictions, Prohibits, Controls, and Labor Provisions (JPA §21.00). During the performance of this Contract, the Contractor agrees as follows and shall require the following provisions to be included in each contract and subcontract entered into pursuant to this Contract:

- A. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of

the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

- B. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- C. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by FDOT to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Owner.
- D. Neither the Contractor nor any of its subcontractors shall enter into any contract, subcontract or arrangement in connection with the project or any property included or planned to be included in the project in which any member, officer or employee of the Owner has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires such interest, and if such interest is immediately disclosed to the Owner, the Owner, with prior approval of FDOT, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the contract relating to such contract, subcontract or arrangement. The Contractor shall insert in all contracts entered into in connection with the project or any property included or planned to be included in any project, and shall require its subcontractors to insert in each of their subcontracts, the following provision:

“No member, officer or employee of Palm Beach County during his tenure or for 2 years thereafter shall have any interest, direct or indirect in this Contract or the proceeds thereof.”

12. Employment Eligibility (JPA §23.00). Contractor shall:

- A. Utilize the U S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of this Contract; and
- B. Expressly require any contractors and subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor or subcontractor during the Contractor term.

13. Inspector General Cooperation (JPA §24.00). The Contractor agrees to comply with Section 20.055(5), Florida Statutes and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

14. Compliance with Laws, Rules, and Regulations, Guidelines and Standards (FDOT). The Contractor shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Contract and all federal, state, and local laws and regulations applicable to this project.