

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

Meeting Date: December 2, 2025

☒ **Consent** ☐ **Regular**
☐ **Workshop** ☐ **Public Hearing**

Department: Facilities Development and Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: A contract with REG Architects, Inc. (Consultant) in the amount of \$1,136,000 to provide professional architectural/engineering services for the Peanut Island Park Improvement project.

Summary: Peanut Island Park, located within the Intracoastal Waterway at 6500 Peanut Island Road in Riviera Beach, is in need of improvements/renovations to provide public access to certain existing structures. Professional services for this contract include, but are not limited to, structural assessment, design, site planning, permitting and construction administration for the planned improvements at Peanut Island Park, which includes approximately 9,000 square feet of renovation to the existing Coast Guard Station House, Coast Guard Boathouse, and the Kennedy Bunker. Built in 1937, both the Coast Guard Station House and the Coast Guard Boathouse have historical significance to Palm Beach County; however, they are both in poor condition due to age, visible water and termite damage and will likely need to be deconstructed to original basic structural components before being rehabilitated. The Kennedy Bunker, built in 1961, is also historically significant, in need of repair, and appears structurally sound with only select structural reinforcement required. This project has received partial funding and we anticipate future state funds and/or other non-ad valorem proceeds. Given the possibility of state funding, this contract is exempt from the Equal Business Opportunity (EBO) Ordinance pursuant to section 2-80.22 thereof. Funding for this contract is from the Park Improvement Fund and Florida Department of Commerce Grants. (**Capital Improvements Division**) **Districts 1 and 7 (MWJ)**

Background and Justification: On December 19, 2024, the final selection committee selected the Consultant in accordance with Board of Commissioners adopted procedures and pursuant to Section 287.055, Florida Statutes, the Consultants' Competitive Negotiation Act (CCNA). Professional services for this contract include structural assessment, design, site planning, permitting and construction administration for the planned improvements to Peanut Island Park.

- Attachments:**
- 1. Location Map
 - 2. Budget Availability Statement
 - 3. Disclosure of Ownership Interests
 - 4. Contract-REG Architects, Inc.
 - 5. CSA History

Recommended by:  **Department Director** 11/6/25
Date

Approved by:  **Deputy County Administrator** 11/10/25
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2026	2027	2028	2029	2030
Capital Expenditures	\$1,175,000				
Operating Costs					
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$1,175,000	-0-	-0-	-0-	-0-
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget:

Yes X No

Is this item using Federal Funds?

Yes No X

Is this item using State Funds?

Yes X No

Budget Account No:

<u>Fund</u> 3600	<u>Dept</u> 582	<u>Unit</u> P922	<u>Object</u> 6505-PI03-GY24 - \$568,000
<u>Fund</u> 3600	<u>Dept</u> 581	<u>Unit</u> P922	<u>Object</u> 6505-PI04-GY24 - \$568,000
<u>Fund</u> 3600	<u>Dept</u> 581	<u>Unit</u> P922	<u>Object</u> 6505 - \$39,000 – staff costs

Professional Services	\$1,136,000.00
Staff Cost	\$ 39,000.00
Contingency	\$ 00.00
Total	\$1,175,000.00

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

Funding for this project is from the Park Improvement Fund and Florida Department of Commerce Grants.

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

[Signature] 11/3/25
OFMB
11/3
11/3
11/3

[Signature] 11/4/25
Contract Development and Control
26 11.4.25
11-4-25 TW

B. Legal Sufficiency:

[Signature] 11/10/25
Assistant County Attorney

C. Other Department Review:

[Signature]
Department Director

This summary is not to be used as a basis for payment.

LOCATION MAP

Project No: 2023-028778
Project Name: Peanut Island Park Improvement
Location: 6500 Peanut Island Road, Riviera Beach, Florida 33404



Project Location



BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 5/30/2025 REQUESTED BY: David Hawks / Andy Gamble PHONE: 233.0707 / 233.2055

PROJECT TITLE: Peanut Island Park Improvement - County Regional Park
(Same as CIP or IST, if applicable)

IST PLANNING NO.: NA
BCC RESOLUTION#: R2020-0742
DATE: 4/08/2025

ORIGINAL CONTRACT AMOUNT: \$ Design Consultant Fee Contract
REQUESTED AMOUNT: \$ 1,136,000.00
CSA or CHANGE ORDER NUMBER: FDO# 2023-028778 / P-2024-002261

LOCATION: 6500 Peanut Island Rd, Riviera Beach, FL 33404
BUILDING NUMBER: 1344,1346, 1347, 1348, &1349
DESCRIPTION OF WORK/SERVICE LOCATION: Initial Design Consultant Fees - 6500 Peanut Island Rd, Riviera Beach, FL 33404
PROJECT/W.O. NUMBER: FDO # 2023-028778 / P-2024-002261
CONSULTANT/CONTRACTOR: REG Associates, Inc. - Design Consultants

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT/CONTRACTOR:
9,000 sq. ft. of renovation to the historic Coast Guard Station House, Coast Guard Boathouse, and Kennedy Bunker.

CONSTRUCTION	\$
PROFESSIONAL SERVICES	\$ 1,136,000.00
STAFF COSTS*	\$ 39,000.00
EQUIP. / SUPPLIES	\$
CONTINGENCY	\$
TOTAL	\$ 1,175,000.00

* By signing this BAS your department agrees to these CID staff charges and your account will be charged upon receipt of this BAS by FD&O. Unless there is a change in the scope of work, no additional staff charges will be billed. If this BAS is for construction costs of \$250,000 or greater, staff charges will be billed as actual and reconciled at the end of the project. If the project requires Facilities Management or ESS staff your department will be billed actual hours worked upon project completion.

BUDGET ACCOUNT NUMBER(S) (Specify distribution if more than one and order in which funds are to be used):

FUND: 3600	DEPT: 582	UNIT: P922	OBJ: 6505-PI03-GY24 - \$568,000
FUND: 3600	DEPT: 581	UNIT: P922	OBJ: 6505-PI04-GY04 - \$568,000
FUND: 3600	DEPT: 581	UNIT: P922	OBJ: 6505 - \$39,000 - staff costs

IDENTIFY FUNDING SOURCE FOR EACH ACCOUNT: (check and provide detail for all that apply)
☒ Ad Valorem (Amount \$ 607,000) ☐ Infrastructure Sales Tax (Amount \$)
☒ State (source/type: Amount \$) ☐ Federal (source/type: Amount \$)
☒ Grant (source/type: FDOC Amount \$568,000) ☐ Impact Fees: (Amount \$)
☐ Other (source/type: Amount \$)

Department: Parks and Recreation

BAS APPROVED BY: [Signature] DATE 6/12/25
ENCUMBRANCE NUMBER: [Signature] 9/19/25

DISCLOSURE OF OWNERSHIP INTERESTS

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

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day appeared
Rick Gonzalez, AIA, by means of physical presence
OR online notarization 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 President of REG Architects, 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:
120 S Olive Ave Suite 210, West Palm Beach, FL 33401

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.

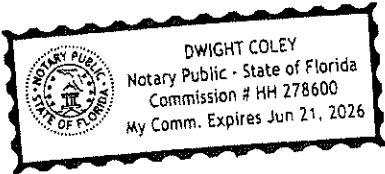
5. Affiant further states that Affiant is familiar with the nature of an oath and
with the penalties provided by the laws of the State of Florida for falsely swearing to
statements under oath.

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.

Rick Gonzalez, AIA
(Print Affiant Name)

The foregoing instrument was acknowledged before me by means of physical
presence OR online notarization this 10th day of February 2025, by
Rick Gonzalez, [] who is personally known to me or [] who
has produced FL Driver License as identification and who did
take an oath.



Dwight Coley
Notary Public
(Print Notary Name)
State of Florida at Large
My Commission Expires: 06-21-26

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.

Address

1551 N Flagler Drive, Apt 1405
West Palm Beach, FL 33401

[illegible]

ATTACHMENT #4

**CONTRACT FOR CONSULTING
SERVICES/DESIGN PROFESSIONAL**

(State Funds - Project Specific)

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Form Revised April 14, 2025

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Form Revised April 14, 2025

EXHIBIT A	SCOPE OF WORK AND FEE
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CONTRACT FOR CONSULTING SERVICES/DESIGN PROFESSIONAL

Project Name: Peanut Island Park Improvement

Project No.: 2023-028778 (hereinafter the "Project")

This Contract (hereinafter "Contract") is made as of December 2, 2025 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 **REG Architects, Inc.**, a Florida Profit Corporation authorized to do business in the State of Florida, hereinafter referred to as CONSULTANT, whose Federal I.D. number is 65-0130307.

WHEREAS, the COUNTY desires to hire CONSULTANT to provide professional services as described in this Contract;

WHEREAS, the COUNTY has selected CONSULTANT pursuant to the requirements of F.S. Section 287.055, the Consultants' Competitive Negotiation Act and related County policies and procedures;

WHEREAS, all or part of this Project will be funded with state funds;

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

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

SECTION 1 - DEFINITIONS

Additional Services: services requested under this Contract that were not included in 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 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 2 of this Contract and included in 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: means the contract documents of the Contractor and 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, Engineering Drawings, Contract Drawings, Plans, Shop Drawings, Addenda and Change Orders executed pursuant to the Construction Documents.

Consultant: the firm selected to perform the services under this Contract.

Consultant Contract or Contract: consists of this Contract, the State Representations and Requirements, the Request for Proposals, Consultant'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 a Supplement; all of which are incorporated herein by reference.

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

Contractor: the person, firm, corporation or other entity who enters into an agreement with the COUNTY to perform the construction work for the Project.

County Representative: The Director of the COUNTY's Capital Improvements Division.

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 Consultant. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete Project. In case of discrepancy, the following precedence will govern the interpretation of the Contract:

1. The State Representations and Requirements;
2. This Contract and any amendments to this Contract;
3. CSAs and Supplements to a CSA;
4. Notices to Proceed;
5. Request for Proposals;
6. Consultant'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 CONSULTANT 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.

Professional Services or Services of a Design Professional: has the meaning set forth in Florida Statutes Section 287.055, and means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping as defined by the laws of the

state of Florida.

Supplement: an amendment to a Consultant Services Authorization.

The State Representations and Requirements: shall mean the general state representations, certifications and contract clauses which are attached to this Contract as **Exhibit B** and incorporated herein by reference.

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

SECTION 2 - BASIC SERVICES OF CONSULTANT

2.1 GENERAL.

- 2.1.1 Basic Services. CONSULTANT shall provide to COUNTY professional services in all phases of the Project as hereinafter provided in this Section 2 (the Basic Services). These services will include providing professional engineering and/or architectural consultation and advice and furnishing customary civil, structural, mechanical, electrical, and plumbing engineering and/or architectural services, surveying, geotechnical services, and regulatory services incidental thereto, as well as any specialty subconsultant services necessary to complete the required Scope of Work.
- 2.1.2 Scope of Work and Fee. The scope of work (hereinafter the Scope of Work) describes the Basic Services required for this Project. The Scope of Work and fees for this Contract are described in **Exhibit A** which is attached hereto and incorporated herein by reference. In the event of a conflict between the terms and conditions of the Contract and the terms and conditions of CONSULTANT's proposal included in **Exhibit A**, the terms and conditions of the Contract shall control.
- 2.1.3 Design Manual. In the performance of this Contract, the CONSULTANT shall become familiar with and perform such services in accordance with the Policy and Procedures Manual (Manual) for Design Professionals, latest edition, prepared by COUNTY. If CONSULTANT fails to comply with the Manual, it shall redesign in compliance with the Manual at no additional cost to the COUNTY.
- 2.1.4 Resiliency and Sustainability – The design must meet the requirements of County's policy and procedures manual, PPM CW-O-093, "Resiliency and Sustainability in County Capital Construction Projects". The design professional shall provide the County a complete resiliency and sustainability checklist for the project. Pursuant to Florida Statutes 255.2575, all County buildings shall be constructed to comply with a sustainable building rating system or national model green building code. The project should use the most recent version of the Southeast Florida Regional Climate Change Compact's Unified Sea Level Rise Projection to plan for future sea level rise.

- 2.1.5 Progress Reports. The CONSULTANT shall provide progress reports in a format acceptable to the COUNTY during each phase of the Contract at intervals established by the COUNTY. However, the COUNTY is entitled at all times to be advised of the status of the CONSULTANT's work and the details thereof and may request a progress report at any time.
- 2.1.6 Disputes and Specific Performance. All services will be performed by the CONSULTANT to the satisfaction of the COUNTY's Representative or his designee. In accordance with the Governing Order of the Contract, 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. At all times the CONSULTANT shall continue to perform the services required under this Contract and maintain its Project Schedule. In no event will the filing of a claim or the resolution or litigation thereof through administrative procedures or the courts relieve the CONSULTANT from the obligation to timely perform the services required hereunder.
- 2.1.7 Multiple Projects. In the event the work covered by this Contract includes the preparation of construction plans, CONSULTANT understands that the work may be divided into two or more construction projects by the COUNTY's Representative and that, if this is done, the CONSULTANT will supply construction plans for each project.
- 2.1.8 VSS Registration Required. Prior to beginning work, CONSULTANT must register in the County's Vendor Self Service ("VSS") system at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If CONSULTANT intends to use subconsultants, CONSULTANT must also ensure that all subconsultant agreements must include a contractual provision requiring that the subconsultant register in VSS.
- 2.1.9 CONSULTANT must use project management software when and as requested by the COUNTY.

2.2 STUDY AND REPORT PHASE OR SCHEMATIC DESIGN PHASE.

2.2.1 Study and Report Phase. For Engineering Projects: If required as part of the Scope of Work and after written authorization to proceed:

- 2.2.1.1 Project Review. The CONSULTANT shall a consult with COUNTY to clarify and define COUNTY'S requirements for the Project and review available data and shall arrive at a mutual understanding of such requirements with the COUNTY.
- 2.2.1.2 Resources. The CONSULTANT shall advise COUNTY as to the necessity of COUNTY providing or obtaining from others data or services required for the completion of CONSULTANT's services under this Contract, and assist COUNTY in obtaining such data and services.

- 2.2.1.3 Alternatives. The CONSULTANT shall review with the COUNTY alternative approaches to design and construction of the Project.
 - 2.2.1.4 Approvals. The CONSULTANT shall identify and analyze requirements of governmental authorities having jurisdiction to approve the design of the Project and participate with COUNTY in consultations with such authorities.
 - 2.2.1.5 Needs Analysis. The CONSULTANT shall provide analyses of the COUNTY's needs, planning surveys, site evaluations and comparative studies of prospective sites and solutions.
 - 2.2.1.6 Economic Analysis. The CONSULTANT shall provide a general economic analysis of the COUNTY's requirements applicable to various alternatives.
 - 2.2.1.7 Report. The CONSULTANT shall prepare a report containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved (including applicable requirements of governmental authorities having jurisdiction as aforesaid) and the alternative solutions available to COUNTY, and setting forth CONSULTANT's findings and recommendations (the "Study and Report"). This Study and Report will be accompanied by CONSULTANT's opinion of probable construction costs for the Project.
 - 2.2.1.8 Copies. The CONSULTANT shall furnish five copies of the Study and Report documents and review them in person with COUNTY.
- 2.2.2 Schematic Design Phase. For Architectural Projects: If required as part of the Scope of Work and after written authorization to proceed:
- 2.2.2.1 Program Review. The CONSULTANT shall review the program (if one is provided by the COUNTY), to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the COUNTY.
 - 2.2.2.2 Evaluation. The CONSULTANT shall provide a preliminary evaluation of the COUNTY's program, schedule and construction budget requirements, each in terms of the other.
 - 2.2.2.3 Alternatives. The CONSULTANT shall review with the COUNTY alternative approaches to design and construction of the Project.
 - 2.2.2.4 Documents. Based on the mutually agreed upon program, schedule and construction budget requirements, the CONSULTANT shall prepare for approval by the COUNTY, schematic design documents consisting of drawings and other documents illustrating the scale and relationship of Project components ("Schematic Design Documents").
 - 2.2.2.5 Number. The CONSULTANT shall furnish five (5) copies of the Schematic Design Documents (2 full size and 3 reduced size) and electronic files in pdf and review them in

person with the COUNTY.

- 2.2.2.6 Permit List. Concurrent with the completion of the schematic design phase, the CONSULTANT shall provide the COUNTY with a list of all permits and approvals which are required and the date by which the CONSULTANT must submit applications for each in order to meet Project Schedule requirements. The CONSULTANT shall 1) have the COUNTY present at all meetings with representatives of regulatory agencies; 2) have the COUNTY's signature on all applications, and 3) not represent itself as an agent of the COUNTY. The COUNTY will pay directly all associated permit or regulatory fees within fifteen (15) days of notification of same by the CONSULTANT.

2.3 PRELIMINARY DESIGN PHASE OR DESIGN DEVELOPMENT PHASE.

2.3.1 Preliminary Design Phase. For Engineering Projects: If required as part of the Scope of Work, and after written authorization to proceed:

- 2.3.1.1 Project Scope. In consultation with COUNTY and on the basis of the accepted Study and Report documents, the CONSULTANT shall assist in determining the general scope, extent and character of the Project.
- 2.3.1.2 Documents. The CONSULTANT shall prepare preliminary design documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of the Project (Preliminary Design Documents).
- 2.3.1.3 Resources. The CONSULTANT shall advise COUNTY, in writing, if additional data or services required for the completion of CONSULTANT's services under this Contract are necessary and assist COUNTY in obtaining such data and services.
- 2.3.1.4 Construction Costs. Based on the information contained in the Preliminary Design Documents, the CONSULTANT shall submit a revised opinion of probable Construction Costs. See Section 7 for further requirements on Construction Costs.
- 2.3.1.5 Copies. The CONSULTANT shall furnish five (5) copies of the above Preliminary Design Documents (2 full size and 3 reduced size) and electronic files in pdf and review them in person with COUNTY.
- 2.3.1.6 Permit List. The CONSULTANT shall be responsible for assisting the COUNTY in securing approvals required to construct the Project described in this Contract. Prior to completion of the conceptual design phase, the CONSULTANT shall provide the COUNTY with a list of all permits and approvals which are required and the date by which the contractor must submit applications for each, in order to meet the Project Schedule requirements. The CONSULTANT shall: 1) have the COUNTY present at all meetings with representatives of regulatory agencies; 2) have the COUNTY's signature on all applications, and 3) not represent itself as an agent of the COUNTY. The COUNTY will pay directly all associated permit and regulatory fees within fifteen (15)

days of notification of same by the CONSULTANT.

2.3.2. Design Development Phase. For Architectural Projects: If required as part of the Scope of Work, and after written authorization to proceed:

2.3.2.1 Documents. Based on the approved Preliminary Design Documents or the approved Schematic Design Documents, as the case may be, and any adjustments authorized by the COUNTY in the program, schedule or construction budget, the CONSULTANT shall prepare for approval by the COUNTY design development documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, civil, structural, mechanical and electrical systems, materials and such other elements as may be appropriate ("Design Development Documents").

2.3.2.2 Number. The CONSULTANT shall furnish five (5) copies of the Design Development Documents (2 full size and 3 reduced size) and electronic files in pdf and present and review them in person with the COUNTY at 100% completion status.

2.3.3 Public Art and Design. If required as part of the Scope of Work and after written authorization to proceed:

2.3.3.1 AIPP. CONSULTANT acknowledges that the COUNTY has established an Art in Public Places Program (AIPP) in order to integrate art into capital projects and to integrate artist's design concepts into the overall project design. Artist(s) are selected by the COUNTY through an independent process.

2.3.3.2 Cooperation. CONSULTANT shall cooperate with the artist(s) and include the artist(s) in the preliminary design and design phases of the Project for the purpose of properly incorporating the artist's design(s) into the design of the Project. CONSULTANT shall notify the artist(s) in writing of all design meetings and shall provide the artist(s) with a schedule of milestone dates. The artist's design, as properly incorporated into the design of the Project, shall be permitted as part of the master site or facility plan. CONSULTANT shall ensure that subconsultants, if any, are made aware of the AIPP and the possible requirement of working with the artist(s).

2.4 CONSTRUCTION DOCUMENT PHASE.

If required as part of the Scope of Work, and after written authorization to proceed:

2.4.1 Documents. Based on the approved Preliminary Design Documents or the approved Design Development Documents, as the case may be, and any further adjustments in the scope of the Project or in the construction budget authorized by the COUNTY, the CONSULTANT shall prepare, for approval by the COUNTY, Construction Documents consisting of drawings and specifications setting forth in detail the requirements for the construction of the Project. Drawings shall be prepared using AutoCAD. Specifications shall be organized and prepared in accordance with Construction Specifications (CSI)

Institute's Manual of Practice.

- 2.4.2 Review. The CONSULTANT shall review the COUNTY furnished front-end documents, general conditions, and technical specifications and advise the COUNTY of any conflicts or inconsistencies with CONSULTANT's specifications.
- 2.4.3 Permit List. The CONSULTANT shall provide the COUNTY with a status report on all approvals and permits required to construct the Project which includes confirmation that all comments from the regulatory agencies have been incorporated into the bid documents prepared by the CONSULTANT.
- 2.4.4 Construction Cost Update. The CONSULTANT shall advise COUNTY of any adjustments to the latest opinion of probable Construction Costs caused by changes in general scope, extent or character or design requirements of the Project and furnish to COUNTY a revised opinion of probable Construction Costs based on the drawings and specifications, at the 95% CD submittal. The estimate shall be in CSI format. Refer to Section 7 for further information on Construction Costs.
- 2.4.5 Number. The CONSULTANT shall furnish five (5) copies (2 full size and 3 reduced size) and electronic files in pdf of the above Construction Documents and of the drawings and specifications and review them in person with the COUNTY at 50%, 95% and 100% completion status. The CONSULTANT shall respond in writing, to any comments given by the COUNTY in writing to the CONSULTANT. On the basis of the accepted 95% Construction Documents, the CONSULTANT shall prepare three (3) sets of signed and sealed Construction Documents, or electronically signed and sealed documents if acceptable to authority having jurisdiction, for permitting purposes. The CONSULTANT shall provide corrections and/or changes required by the permitting agency at no additional cost to the COUNTY (100% Construction Drawings).
- 2.4.6 Format. The CONSULTANT shall provide reproducibles and a digital copy of the approved construction plans (CAD and pdf files) and a master set of technical specifications (both hard copy and in pdf format) for the COUNTY's use to issue bidding documents. CONSULTANT shall deliver interim copies in electronic format if requested by the COUNTY.
- 2.4.7 Asbestos. CONSULTANT shall not specify any materials which contain asbestos. CONSULTANT shall provide certification that no asbestos containing materials were specified or approved for installation to the extent that CONSULTANT should have reasonably known.
- 2.4.8 Delegation. CONSULTANT shall not delegate any design services to the construction Contractor unless specific approval is given by the COUNTY in advance, in writing. When design/build services are approved by COUNTY, CONSULTANT shall clearly state in the Construction Documents what performance and design criteria must be satisfied by the Contractor.

- 2.4.9 Competition. Construction Documents shall be prepared that enhance competitive bids. Unless authorized in writing by COUNTY, specifications for equipment shall be written in the descriptive style and be non-restrictive in product manufacturer selection. A minimum of three (3) manufacturers or vendors shall be included for each product specified and the Contractor shall be allowed to propose substitutions unless an exception is approved by the COUNTY.
- 2.4.10 Construction Schedule. Prior to the initiation of the bidding or negotiation phase with potential Contractors or applicable trades, CONSULTANT shall develop a Project Schedule setting forth the reasonably anticipated timing of completion of major Project milestones. The construction schedule shall set forth a description of the progress of the work that is adequate to inform potential Contractors and all trades of COUNTY's expectations for timely completion of the Project.
- 2.4.11 Preparation of Bid Packages. CONSULTANT shall organize the Construction Documents by customary divisions or to otherwise efficiently identify the work of respective trade to facilitate bids from each trade and class of suppliers required for the Project.

2.5 BIDDING OR NEGOTIATING PHASE.

If required as part of the Scope of Work, and after written authorization to proceed:

- 2.5.1 Pre-Bid Meeting. The CONSULTANT shall attend the pre-bid meeting in order to answer questions with regard to design documents or specifications that the CONSULTANT has developed. If official written clarifications are necessary, the COUNTY will issue an addendum to the bidding documents, and the CONSULTANT will assist the COUNTY by recommending language for any addenda that clarifies the CONSULTANT's design.
- 2.5.2 Substitutions. The CONSULTANT shall consult with the COUNTY and advise on the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the bidding documents. However, it is the COUNTY's decision on whether or not a substitution will be allowed.
- 2.5.3 As-Bid Set. Within 20 days after bid opening, the CONSULTANT shall provide to COUNTY specification sections and drawings updated to reflect changes made by Addendum ("As-Bid Set").
- 2.5.4 CM. The COUNTY may select a construction manager for this Project (the Construction Manager or CM), and the CONSULTANT shall coordinate its services (Basic and Additional) hereunder with the Construction Manager. Nothing in the CM contract will confer direct responsibility on the Construction Manager for the CONSULTANT's services, nor shall anything contained therein diminish CONSULTANT's responsibility for its services as set forth hereunder.

- 2.5.4.1 Guaranteed Maximum Price (GMP). At the completion of each phase of design, COUNTY will furnish CONSULTANT with either a cost estimate or a guaranteed maximum price proposal (GMP) prepared by the Construction Manager based upon the design prepared by the CONSULTANT. If the cost estimate is over the stated budget for the Project or if COUNTY does not accept the Construction Manager's GMP proposal, the CONSULTANT shall participate with the COUNTY and Construction Manager in constructability reviews and shall revise the documents as necessary and as approved by the COUNTY in order to construct the Project within the budget. The CONSULTANT shall participate with the COUNTY in reviewing the final GMP proposal documents, together with its supporting assumptions, clarifications, and contingencies.
- 2.5.4.2 Revisions. After the GMP has been accepted by the COUNTY, the CONSULTANT shall incorporate into the Construction Documents any revisions which are necessary due to inaccurate assumptions and clarifications made in the development of the GMP.

2.6 CONSTRUCTION ADMINISTRATION PHASE.

If required as part of the Scope of Work, and after written authorization to proceed:

- 2.6.1 General Administration of Construction Contract. CONSULTANT shall consult with and advise COUNTY during construction within the limits of the Construction Documents.
- 2.6.2 Visits to Site and Observation of Construction.
 - 2.6.2.1 Meetings. CONSULTANT shall attend the pre-construction conference to answer questions on the CONSULTANT's design and specifications, assist the COUNTY in conducting progress meetings, and record meeting minutes.
 - 2.6.2.2 Site Visits. CONSULTANT and its subconsultants, as necessary, shall make periodic and regular, but no less than once every other week, visits to the site, at intervals appropriate to the various stages of construction as CONSULTANT deems necessary in order to observe, as an experienced and qualified design professional, the progress, quality and timely performance of the various aspects of Contractor's work relative to the plans and specifications prepared by the CONSULTANT. Based on information obtained during such visits and on such observations, CONSULTANT shall verify and determine if such work is proceeding in accordance with the Construction/Contract Documents and Contractor's schedule and CONSULTANT shall keep COUNTY informed of the progress of the work. Written reports of CONSULTANT's visits shall be provided to COUNTY.
 - 2.6.2.3 Purpose of Site Visits. The purpose of CONSULTANT's presence at the site will be

to enable the CONSULTANT to better carry out the duties and responsibilities assigned to and undertaken by CONSULTANT during the Construction Administration Phase. In addition, as an experienced and qualified design professional, CONSULTANT will provide for COUNTY greater assurance that the completed work of the Contractor(s) will conform to the Construction/Contract Documents and that the design as reflected in the Construction/Contract Documents has been implemented and preserved by the Contractor(s).

- 2.6.3 Defective Work. On the basis of CONSULTANT's observations, CONSULTANT shall recommend to COUNTY to disapprove of or reject Contractor's work while it is in progress if CONSULTANT believes that such work will not produce a completed Project that conforms to the Construction/Contract Documents, or that it will prejudice the design concept of the Project as reflected in the Construction/Contract Documents. The CONSULTANT shall immediately notify the COUNTY and the Contractor of any defective work by the Contractor, and the COUNTY will determine what action is necessary.
- 2.6.4 Interpretations and Clarifications. CONSULTANT shall issue necessary interpretations and clarifications of the Construction/Contract Documents and in connection therewith prepare field bulletins and field instructions for review and approval by the COUNTY.
- 2.6.5 Shop Drawings. CONSULTANT shall review and approve (or take other appropriate action) shop drawings (as that term is defined in the COUNTY's Standard General Conditions), samples, schedules, and other data which Contractor(s) are required to submit for compliance with the Construction/Contract Documents in a timely manner which will not delay the Contractor(s) in completing its work and notify the COUNTY of such reviews.
- 2.6.6 Substitutes. CONSULTANT shall evaluate the acceptability of substitute materials and equipment proposed by Contractor(s) and review with and advise the COUNTY on such acceptability prior to the COUNTY making a determination.
- 2.6.7 Inspections and Tests. CONSULTANT shall have authority to require special inspection or testing of the work after notifying the COUNTY. CONSULTANT shall receive and review all certificates of inspections, testing and approvals required by laws, rules, regulations, ordinances, codes, orders or the Construction/Contract Documents (to determine that their content complies with the requirements of, and the results certified indicate compliance with, the Construction/Contract Documents). COUNTY will pay for testing labs. If the CONSULTANT's testing indicates that the Contractor is not in compliance, the COUNTY will determine the actions that will be taken against the Contractor with regard to the testing results.
- 2.6.8 Disputes and Changes during Construction. CONSULTANT shall act as initial interpreter of the requirements of the Construction/Contract Documents and judge of the acceptability of the Contractor's work thereunder and notify the COUNTY and the Contractor of any variances, deviations and non-conforming work. The COUNTY will

determine the course of action necessary after notification of non-conforming work. The CONSULTANT will assist the COUNTY in holding meetings and negotiations with the Contractor to resolve disputes or changes to the Construction/Contract Documents. CONSULTANT will review all change orders and Contractor's extra work proposals and advise COUNTY of the acceptability of the proposed change and the costs of such change. The COUNTY will review, approve and process change orders that the COUNTY determines are necessary.

2.6.9 Contractor's Applications for Payment. Based on CONSULTANT's on-site observations as an experienced and qualified design professional and based on review of applications for payment and the accompanying data and schedules:

2.6.9.1 Review. CONSULTANT shall determine the amounts owing to Contractor(s) and recommend, in writing, payments to Contractor(s) in such amounts. COUNTY will review payment applications and CONSULTANT's recommendations and determine final approval of payment. Such recommendations of payment by the CONSULTANT will constitute a representation to COUNTY, based on CONSULTANT's observations and review, that the work has progressed to the point indicated, and that, in accordance with the standard of care referenced herein, the work is in compliance with the Construction/Contract Documents. This recommendation will be subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction/Contract Documents and to any other qualifications stated in the recommendation. In the case of unit price work, CONSULTANT's recommendations of payment will include final determinations of quantities and classifications of Contractor's work (subject to any subsequent adjustments allowed by the Construction/Contract Documents).

2.6.9.2 Recommendation. By recommending payment, CONSULTANT represents to COUNTY that to the best of the CONSULTANT's knowledge the quality and quantity of Contractor's work, as it has been furnished and performed is in compliance with the Construction/Contract Documents.

2.6.10 Contractor(s) Completion Documents. CONSULTANT shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor(s) in accordance with the Construction/Contract Documents. Such review by the CONSULTANT is to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests and approvals the results certified indicate compliance with the Construction/Contract Documents; and CONSULTANT shall transmit them to COUNTY with written comments.

2.6.11 Punch-list. When requested by the COUNTY, CONSULTANT shall review the Contractor's initial punchlist for Substantial Completion and shall prepare a comprehensive list of uncompleted or unacceptable items and deficiencies (punchlist) for review by the COUNTY.

- 2.6.12 Substantial Completion. CONSULTANT shall conduct with the COUNTY an inspection and conduct and/or observe any tests necessary to determine if the work is substantially complete and notify the COUNTY. A final inspection of the Project will be made with the COUNTY to determine if the completed work is acceptable so that the CONSULTANT may recommend, in writing, final payment to the Contractor(s) and may give written notice to the COUNTY and the Contractor(s) that the work is acceptable and in compliance with the Construction/Contract Documents.
- 2.6.13 Changes Documented. The CONSULTANT shall prepare and provide to COUNTY AutoCAD dwg files as well as pdf files in electronic format as built drawings that incorporate all changes made during the construction process, based on the marked-up prints, drawings and other data furnished by Contractor(s) to CONSULTANT and CONSULTANT's own observations and which CONSULTANT considers significant.

2.7 OPERATIONAL PHASE.

During the Operational Phase, CONSULTANT shall, when requested by the COUNTY:

- 2.7.1 Assistance. The CONSULTANT shall provide assistance, consistent with contractual services, in conjunction with the start-up, refining, and adjusting of any equipment or system.
- 2.7.2 Advice. In company with the COUNTY, the CONSULTANT shall visit the Project to observe and point out any apparent defects in the completed construction, assist COUNTY in consultations and discussions with Contractor(s) concerning correction of such deficiencies, and make recommendations as to replacement or correction of defective work, including assisting the COUNTY during warranty of the Project(s).
- 2.7.3 Training. In conjunction with Contractor, the CONSULTANT shall assist in training COUNTY's staff to operate and maintain the Project.

SECTION 3 – MODIFICATIONS OF WORK/ADDITIONAL SERVICES

3.1 NOTICE OF CHANGE.

The COUNTY reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the COUNTY's notification of a contemplated change, the CONSULTANT shall promptly, in writing; (1) provide a detailed estimate for the increase or decrease in cost, if any, due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY in writing if the contemplated change shall affect the CONSULTANT's ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the CONSULTANT shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY's decision regarding the proposed change.

3.2 AMENDMENT.

If the COUNTY elects to make the change, the COUNTY shall issue a Consultant Services Authorization or a Supplement to an existing Consultant Service Authorization; and the CONSULTANT shall not commence work on any such change until such CSA or Supplement has been signed by the CONSULTANT and approved and executed by the COUNTY.

SECTION 4 - COUNTY'S RESPONSIBILITIES

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

4.1 COUNTY REPRESENTATIVE.

The COUNTY's Representative with respect to the services to be rendered under this Contract is the Director of the County's Capital Improvements Division. Such person shall have complete authority to transmit instructions, receive information, interpret and define COUNTY's policies and decisions with respect to CONSULTANT's services for the Project.

4.2 PROJECT REQUIREMENTS.

As requested, in writing by CONSULTANT, the COUNTY will provide all criteria and full information as to COUNTY's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and COUNTY will furnish copies of all design and construction standards which COUNTY will require to be included in the drawings and specifications.

4.3 ACCESS.

The COUNTY will arrange for access to and make provisions where necessary for CONSULTANT to enter upon property or inspect COUNTY records as required for CONSULTANT to perform services under this Contract, subject to any applicable requirements regarding Confidential Information as described in Section 8.15 herein.

4.4 REVIEW.

The COUNTY will examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by CONSULTANT. If requested by CONSULTANT, the COUNTY will render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT. However, said decisions shall create no liability on the part of COUNTY for Approval or Acceptance.

4.5 MULTIPLE PRIMES.

If more than one prime contract is to be awarded for construction, materials, equipment and services for the entire Project, the COUNTY will designate a person or organization to have authority and responsibility for coordinating the activities among the various prime contractors.

4.6 COST DATA.

The COUNTY will furnish to the CONSULTANT data or estimated figures as to COUNTY's anticipated costs for services to be provided by others for COUNTY so that CONSULTANT may make the necessary findings to support opinions of probable Construction Costs.

4.7 MEETINGS.

The COUNTY will attend the pre-bid conference, preconstruction conference, construction progress and other job related meetings and substantial completion inspections and final payment inspections.

4.8 NOTICE.

The COUNTY will give prompt written notice to CONSULTANT whenever COUNTY observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services, or any defect or non-conformance in the work of any Contractor.

SECTION 5 - PERIODS OF SERVICE

5.1 TERM.

The period of service and the Contract term shall commence upon the approval and execution of this Contract by both parties and continue until completion of all project phases, including the completion of all Consultant Services Authorizations issued pursuant to this Contract, or until the earlier termination of this Contract as provided for herein.

5.2 TIME EXTENSIONS.

If the COUNTY has requested significant modifications or changes in the general scope, extent or character of the Project, the time of performance of CONSULTANT's services shall be adjusted equitably.

5.3 COUNTY DELAYS.

If CONSULTANT's services for design or during construction of the Project are delayed or suspended in whole or in part by COUNTY for more than nine (9) months for reasons beyond CONSULTANT's control, CONSULTANT may be entitled to an adjustment in compensation to the

extent of any documented and verified costs actually, reasonably and necessarily incurred by CONSULTANT due to any such delay; but in no event shall COUNTY be liable for any lost profits, lost opportunity damage or consequential damages.

5.4 SEQUENCING.

In the event that the work designed or specified by CONSULTANT is to be furnished or performed under more than one prime contract, or if CONSULTANT's services are to be separately sequenced with the work of one or more prime contractors (such as in the case of fast-tracking), COUNTY and CONSULTANT shall, prior to commencement of the Construction Document Phase, develop a schedule for performance of CONSULTANT's services during the Construction Document, Bidding or Negotiating and Construction Administration Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate contracts. This schedule is to be prepared whether or not the work under such contracts is to proceed concurrently and is to be included in the Scope of Work.

5.5 MONITORING PROJECT SCHEDULE.

The CONSULTANT is to provide and regularly update a detailed project schedule (the Project Schedule) with its Scope of Work and once accepted by the COUNTY, it will be the responsibility of the CONSULTANT to ensure at all times that sufficient time remains in the Project Schedule within which to complete the services required hereunder. In the event there have been delays which would affect the completion date of deliverables under the Project Schedule, the CONSULTANT will submit a written request to the COUNTY which identifies the reason(s) for the delay, the amount of time related to each reason and specific indication as to whether or not the delays were concurrent with one another. The COUNTY will review the request and make a determination as to granting all or part of the requested extension.

SECTION 6 – METHOD OF COMPENSATION AND PAYMENTS TO CONSULTANT

6.1 METHODS OF COMPENSATION

CONSULTANT will be compensated for services performed under this Contract on either: 1) a fixed price/lump sum basis, or 2) a time charge/not-to-exceed basis; as identified in **Exhibit A** hereto or any applicable CSA. The fixed price/lump sum method of compensation is described in Section 6.3 herein, and the time charge/not to exceed method of compensation is described in Section 6.4 herein.

6.2 FEE.

The COUNTY agrees to pay the CONSULTANT compensation for duly authorized services performed as set forth in **Exhibit A** or in an applicable CSA. **Exhibit A** or an applicable CSA shall establish both the amount of compensation and the method of compensation for services performed under this Contract (i.e. whether the fee is lump sum/fixed price or whether the fee is time charge/not to exceed). If the time charge/not to exceed method of compensation is used, **Exhibit A** or any applicable

CSA shall specifically state whether the reimbursement of expenses is authorized and set a separate not to exceed amount for authorized expenses, if any.

6.3 FIXED PRICE/LUMP SUM PAYMENT METHOD.

When the Consultant's services are to be compensated for on a fixed price/lump sum method of compensation, as identified on **Exhibit A** or on a CSA, then the COUNTY and CONSULTANT shall mutually agree to a fixed price/lump sum fee for all services required to complete the Project along with a detailed Scope of Work. Prior to execution of the fixed price/lump sum Contract or CSA, the CONSULTANT shall have submitted to the COUNTY's Representative a detailed cost proposal including the estimated labor hours, labor rates, subcontractual services, out of pocket expenses and other related costs supporting the proposed Scope of Work. The fixed price/lump sum fee shall include all services required to complete the Scope of Work including labor, expenses, overhead and profit as part of the fixed price/lump sum. CONSULTANT agrees that the fee is not tied to construction cost.

6.4 TIME CHARGE/ "NOT TO EXCEED" METHOD.

When the time charge/not to exceed basis is identified in **Exhibit A** or a CSA as the method of compensation, the CONSULTANT will submit a not to exceed budget to the COUNTY's Representative for prior approval based on estimated labor hours and labor rates plus subcontractual services, out of pocket expenses and other related costs supporting the proposed Scope of Work. The COUNTY shall not be obligated to reimburse the CONSULTANT for costs incurred in excess of the total not to exceed cost amount. The CONSULTANT shall notify the COUNTY's Representative in writing when 90% of the not to exceed amount has been reached. CONSULTANT agrees that the fee is not tied to construction cost.

6.5 SUBCONTRACTS.

Sub-contractual services shall be included at the actual fees proposed by the subconsultant and accepted by the COUNTY. Subcontractual services and fees shall be approved by the COUNTY in writing prior to performance of the sub-contractual work.

6.6 LABOR RATES.

Labor rates of CONSULTANT 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 and profit factor. The labor rates and overhead and profit factors are to be provided upon request and are subject to audit.

6.7 EXPENSES.

6.7.1 If out-of-pocket expenses are authorized in **Exhibit A** or a CSA:

6.7.1.1 All reimbursable expenses will be estimated up front at the time of negotiating **Exhibit A** or at the time of each Consultant Service Authorization or Supplement to a

CSA;

6.7.1.2 **Exhibit A**, a CSA, or Supplement to a CSA must include a separate not to exceed amount for expenses;

6.7.1.3 Expenses will only be reimbursed up to the separately stated not-to-exceed amount. All expenses exceeding the not- to-exceed amount are the responsibility of the CONSULTANT.

6.7.2 Out-of-pocket expenses means the actual expenses expected to be incurred by the CONSULTANT or CONSULTANT's subconsultants directly or indirectly in connection with the work subject to the following:

6.7.2.1 Reimbursement for travel expenses such as per diem, mileage, meals or lodging expenses shall be in accordance with F.S. 112.061;

6.7.2.2 Reimbursement will not be provided for items or expenses normally connected with the course of doing business such as office supplies, advertisements for hiring personnel, lease or purchase of office furniture or office space, local telephone service, taxes, entertainment expenses (including business lunches), computer time on the CONSULTANT's own equipment, and normal reproduction (copying) charges.

6.7.2.3 Special charges such as printing, duplicating, soil borings, aerial photography, etc. may be reimbursed if **Exhibit A** or a CSA identifies the quantity and unit cost maximum for each type of special charge required by the Contract and identifies the expense as subject to reimbursement;

6.7.2.4 Charges for specialized equipment shall be determined on an individual basis subject to advance approval of the COUNTY;

6.7.2.5 The COUNTY reserves the right to determine if an expense is reasonable and may reject expenses which are excessive or represent costs of a personal nature. The COUNTY will not reimburse the cost of tips, personal items, sundries, travel insurance, in-room movies, laundry or valet services, cable TV hookups or charges, first class airfare (unless no other service is available), alcoholic beverages, entertainment expenses, and meals or snacks (except meal allowance as authorized by F.S. 112.061).

6.7.2.6 All expenses must be allowable costs in accordance with the applicable cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31.

6.7.3 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 the Contract and as applicable in each Consultant Service

Authorization.

6.8 SCHEDULE OF VALUES.

For either method of compensation, CONSULTANT 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. A schedule update of CONSULTANT's work shall be included with each billing.

6.9 PROGRESS PAYMENTS.

For either method of compensation, the CONSULTANT 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.

6.10 APPROVAL PROCESS.

Pay applications received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the COUNTY's Representative or his/her designee, indicating that services have been received, and then will be sent to the Finance Department for payment. Invoices must reference the Contract and project number, and if applicable, the Consultant Service Authorization. COUNTY shall provide CONSULTANT with a written notice of disputed invoice within 10 days after receipt of such invoice which clearly states any and all deficiencies in CONSULTANT's invoice that will prevent prompt processing and issuance of payment. To the extent there is an undisputed portion of the invoice that can be paid, the COUNTY shall proceed with prompt payment of that portion of the invoice. Invoices will be paid in accordance with the Local Government Prompt Payment Act.

6.11 FINAL PAYMENT.

In order for both parties to close their books and records, the CONSULTANT will clearly state Final on the CONSULTANT's final/last billing to the COUNTY. This shall constitute CONSULTANT's certification that all services have been properly performed and all charges and costs have been invoiced to 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 CONSULTANT.

6.12 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 CONSULTANT under this Contract an amount sufficient to satisfy any amount due and owing to the COUNTY by the CONSULTANT under this Contract. The COUNTY may withhold payment on any invoice in the event that the CONSULTANT 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 - CONSTRUCTION COST AND OPINIONS OF COST

7.1 CONSTRUCTION COST.

- 7.1.1 Definition. The “Construction Cost” of the Project means the total cost to COUNTY of those portions of the entire Project designed and specified by CONSULTANT.
- 7.1.2 Fixed Construction Budget Cap. Upon completion of the Preliminary Design Phase for engineering projects or upon completion of the Design Development Phase for architectural projects, the COUNTY’s Representative will determine a fixed construction budget cap for this Project (Fixed Construction Budget Cap). The CONSULTANT agrees to maintain this amount or it shall redesign at no cost to the COUNTY until the Project can be achieved within this limit. The program shall not be lessened by design requirements to decrease costs without the express written approval of the COUNTY’s Representative. Similarly, “add alternates” for program requirements are not allowable in order for the CONSULTANT to lessen costs to meet the Fixed Construction Budget Cap.

SECTION 8 - GENERAL CONSIDERATIONS

8.1 STANDARD OF CARE.

The CONSULTANT has, during the selection and negotiation process which has preceded this Contract, represented to COUNTY that the CONSULTANT is possessed of that level of skill, knowledge, experience and expertise that is commensurate with design firms of national repute in the areas of practice required for this Project. CONSULTANT acknowledges that COUNTY has relied on CONSULTANT’s representations of skill, knowledge, experience and expertise. By executing this Contract, CONSULTANT agrees that CONSULTANT will exercise that degree of care, knowledge, skill, and ability as other design professionals possessing the degree of skill, knowledge, experience and expertise which CONSULTANT has claimed. CONSULTANT shall perform such duties as may be assigned without neglect. CONSULTANT accepts the relationship of trust and confidence established by this Contract, and covenants with COUNTY to cooperate with COUNTY and to utilize CONSULTANT’s skill, efforts and judgment commensurate with design firms of national repute in the areas of practice required for this Contract. CONSULTANT 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 design standards.

CONSULTANT 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. It is specifically understood that the Florida Accessibility Code for Building Construction latest edition as enacted by the Florida Building Code shall be complied with and incorporated into the Project. Additionally, Title II

requirements of the 2010 ADA Standards for Accessible Design (published by DOJ, September 15, 2010) shall be complied with and incorporated into the Project.

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.

The CONSULTANT shall not be responsible for the means, methods, techniques, sequences and operations of construction or safety precautions and programs except as provided in this Contract.

Acceptance of the work by the COUNTY or Contract termination does not constitute COUNTY approval and will not relieve the CONSULTANT of the responsibility for subsequent corrections of any errors and/or omissions and the clarification of any ambiguities. The CONSULTANT shall make all necessary revisions or corrections resulting from errors and/or omissions on the part of the CONSULTANT without additional compensation.

8.2 TERMINATION.

This Contract may be terminated by the CONSULTANT upon sixty (60) days prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also be terminated, in whole or in part, by the COUNTY, with cause upon five (5) business days written notice to CONSULTANT or without cause upon ten (10) business days written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT 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 CONSULTANT shall:

- a. Stop work on the date and to the extent specified.
- b. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- c. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- 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 CONSULTANT, 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 Project which have been created as a part of CONSULTANT's services or authorized by the COUNTY as a reimbursable expense, whether generated directly by the CONSULTANT, 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 CONSULTANT, and wherever located shall be the property of the COUNTY.

8.3 TRUTH-IN-NEGOTIATIONS CERTIFICATE.

Signature of this Contract by the CONSULTANT 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 CONSULTANT's most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The COUNTY shall exercise its rights under this Certificate within one (1) year following final payment. COUNTY has the authority and right to audit CONSULTANT's records under this provision.

8.4 PERSONNEL

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

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

Any changes or substitutions in the CONSULTANT's key personnel or subconsultants as listed in CONSULTANT's proposal and/or presentation to the COUNTY's selection committee 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 CONSULTANT represents and warrants that all services shall be performed by skilled and competent personnel to the professional standard of care set forth in Section 8.1 above.

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

premises.

- 8.4.2 CONSULTANT's Representative. Concurrent with its fee proposal, the CONSULTANT shall advise the COUNTY of the name of its proposed project manager (the Project Manager). The Project Manager shall devote such time as may be necessary to the Project and as may be appropriate to and consistent with full and timely performance of this Contract. This individual shall be assigned to the Project through final acceptance of construction. The Project Manager shall not be removed from his/her responsibilities on this Project without the written consent of the COUNTY. The COUNTY shall retain reasonable right of approval of the CONSULTANT's designated Project Manager and the right to require the CONSULTANT to replace its designated Project Manager with another individual acceptable to the COUNTY.

8.5 CRIMINAL HISTORY RECORDS CHECK.

The CONSULTANT, CONSULTANT'S employees, subcontractors/subconsultants of CONSULTANT 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, R2015-0572, and 2024-0549, as amended. The CONSULTANT is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the CONSULTANT acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Contract may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and the above referenced Resolutions, as amended. COUNTY staff representing the COUNTY department will contact the CONSULTANT 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 CONSULTANT does not have his/her own unique email address, CONSULTANT agrees to provide one to that employee.

Individuals passing the background check will be issued a badge. CONSULTANT 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 CONSULTANT or its subconsultant terminates an employee who has been issued a badge, the CONSULTANT must notify the COUNTY within 2 hours. At the time of termination, the CONSULTANT 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.

8.6 INTENTIONALLY DELETED.

8.7 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 R2025-0748, as may be amended, the CONSULTANT warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

As a condition of entering into this Contract, the CONSULTANT represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution 2025-0748, as amended. As part of such compliance, the CONSULTANT shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the CONSULTANT retaliate against any person for reporting instances of such discrimination. The CONSULTANT shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the COUNTY's relevant marketplace in Palm Beach County. The CONSULTANT understands and agrees that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification or debarment of the company from participating in COUNTY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. CONSULTANT shall include this language in its subcontracts.

8.8 INDEPENDENT CONTRACTOR RELATIONSHIP.

The CONSULTANT is, and shall be, in the performance of all work, services and activities under this Contract, an Independent Contractor, and not an employee, agent, 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 CONSULTANT's sole direction, supervision, and control. The CONSULTANT 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 CONSULTANT's relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

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

The CONSULTANT 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.

8.9 CONTINGENT FEES.

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

8.10 AUTHORITY TO PRACTICE.

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

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

8.11 TAXES.

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY. The CONSULTANT is not authorized to use the COUNTY's Tax Exemption Number in securing such materials.

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

8.12 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.

8.13 INSURANCE.

8.13.1 Requirements. CONSULTANT 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 CONSULTANT, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONSULTANT under this Contract. CONSULTANT 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.

- 8.13.2 Commercial General Liability. CONSULTANT shall maintain Commercial General Liability at a limit of liability not less than \$1,000,000 combined single limit for bodily injury and property damage each occurrence. Coverage shall not contain any endorsements excluding Contractual Liability or Cross Liability.

Additional Insured Endorsement: The Commercial General Liability policy shall be endorsed to include, "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents" as an Additional Insured. A copy of the endorsement shall be provided to COUNTY upon request.

- 8.13.3 Reserved

- 8.13.4 Workers' Compensation Insurance & Employer's Liability. CONSULTANT shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440, Florida Statutes.

- 8.13.5 Professional Liability. CONSULTANT 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 CONSULTANT's most recent annual report or audited financial statement. For policies written on a "claims-made" basis, CONSULTANT 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, CONSULTANT 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 CONSULTANT 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.

- 8.13.6 Reserved

- 8.13.7 Waiver of Subrogation. Except where prohibited by law, CONSULTANT 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 CONSULTANT 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 CONSULTANT enter into such an agreement on a pre-loss basis.

- 8.13.8 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, CONSULTANT shall deliver to the COUNTY or to COUNTY's designated representative a signed a 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 Capital Improvements Division,
2633 Vista Parkway,
West Palm Beach, FL 33411-5604

- 8.13.9 Reserved

- 8.13.10 Reserved

- 8.13.11 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.

8.14 OWNERSHIP OF DOCUMENTS.

The CONSULTANT 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 CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the COUNTY's prior written consent unless required by a lawful order.

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

If COUNTY requests in writing, the CONSULTANT 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.

8.14A PHOTOGRAPHY OF FINAL PROJECT

If CONSULTANT photographs or videos the completed Project, CONSULTANT agrees to provide the COUNTY with a copy of such photos or video in a digital file uploaded to the COUNTY's File Transfer Protocol (FTP) site or provided on a flash drive delivered to the County's Representative.

8.15 CONFIDENTIALITY OF INFORMATION AND COMPLIANCE WITH THE PUBLIC RECORDS LAW.

8.15.1 Public Records Requests. Under Chapter 119, Florida Statutes (the Florida Public Records Law), a request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency.

8.15.2 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 CONSULTANT'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.

8.15.3 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 CONSULTANT 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;
- 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 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 CONSULTANT has an obligation to maintain the confidential status of Confidential Information. The CONSULTANT shall hold and maintain the Confidential Information in the strictest confidence for the sole and exclusive benefit of the COUNTY. The CONSULTANT shall restrict access to Confidential Information to: 1) the CONSULTANT'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 CONSULTANT 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 CONSULTANT has distributed Confidential Information. Other than as authorized above, the CONSULTANT **shall not, without prior written approval of COUNTY, publish, copy, or otherwise disclose to others any Confidential Information.**

8.15.4 Disclosure Warning. If Confidential Information is in written form, the CONSULTANT 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 CONSULTANT 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.

8.15.5 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 CONSULTANT (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.

8.15.6 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 CONSULTANT shall make a report to the COUNTY not more than seven (7) business days after the CONSULTANT learns of such an improper disclosure or unauthorized use of the Confidential Information. The CONSULTANT'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 of or used the information, what the CONSULTANT has done or shall do to mitigate any harmful effects of the improper disclosure or unauthorized use, and what corrective action the CONSULTANT has taken or shall take to prevent future similar unauthorized use or improper disclosure. The CONSULTANT shall provide any other such information about the unauthorized use or improper disclosure as reasonably requested by the COUNTY. The CONSULTANT shall take all steps the COUNTY deems advisable to mitigate, resolve and/or prevent the unauthorized use or improper disclosure of the Confidential Information.

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

8.15.8 Enforcement. The CONSULTANT 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 FDORECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-233-5252.

8.16 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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.

8.17 INDEMNIFICATION.

The CONSULTANT 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 CONSULTANT, and other persons employed or utilized by the CONSULTANT, 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.

8.18 CONFLICT OF INTEREST.

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III of Florida Statutes, and the Palm Beach County Code of Ethics. The CONSULTANT further represents that no person having any such conflict of interest shall be employed for said performance of services. CONSULTANT shall provide COUNTY with an executed Conflict of Interest Disclosure Form, attached as **Exhibit D** and incorporated herein.

The CONSULTANT shall promptly notify the COUNTY's Representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or

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

8.19 EXCUSABLE DELAYS.

The CONSULTANT 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 CONSULTANT 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 CONSULTANT'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 CONSULTANT'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.

8.20 ARREARS.

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

8.21 NOTICES.

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

Director
Capital Improvements Division
2633 Vista Parkway
West Palm Beach, FL 33411-5604

with copy to:

Director

Facilities Development and Operations Department
Palm Beach County
2633 Vista Parkway
West Palm Beach, FL 33411-5603

AND

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

and if sent to the CONSULTANT shall be mailed to:

REG Architects, Inc.
120 South Olive Avenue, Suite 210
West Palm Beach, FL, 33401

8.22 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.

8.23 ENTIRETY OF CONTRACTUAL AGREEMENT.

8.23.1 Entire Agreement. The COUNTY and the CONSULTANT agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

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

- | | | |
|------------------|---|--|
| Exhibit A | - | Scope of Work and Fee |
| Exhibit B | - | State Representations and Requirements |
| Exhibit C | - | Insurance Certificates |
| Exhibit D | - | Conflict of Interest Disclosure Form |
| Exhibit E | - | Human Trafficking Affidavit |

8.24 SUCCESSORS AND ASSIGNS.

The COUNTY and the CONSULTANT 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 CONSULTANT 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 CONSULTANT.

8.25 PUBLIC ENTITY CRIMES.

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

8.26 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 CONSULTANT, 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.

8.27 SCRUTINIZED COMPANIES.

8.27.1 As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if CONSULTANT is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Contract may be terminated at the option of the COUNTY.

8.27.2 **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 CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

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

8.28 COMPLIANCE WITH LAWS AND REGULATIONS.

The CONSULTANT shall comply with all laws, policies and procedures, resolutions, ordinances and regulations in effect at the time of performance of services under this Contract and applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONSULTANT is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered under this Contract.

8.29 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 CONSULTANT.

8.30 ACCESS AND AUDITS.

The CONSULTANT 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 CONSULTANT, the COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT's place of business.

8.31 STATE REPRESENTATIONS AND REQUIREMENTS

This Contract is funded, in whole or in part, by a contract between Palm Beach County and Florida Department of Commerce. Therefore, all activities related to this Project are subject to the applicable State Representations and Requirements attached hereto and incorporated herein as **Exhibit B** (the State Requirements). CONSULTANT certifies, represents and warrants that it will comply with the State Requirements in effect at the time the services are performed. To the extent there is a conflict between contractual provisions, the State Requirements shall control.

8.32 COUNTY'S EQUAL BUSINESS OPPORTUNITY PROGRAM DOES NOT APPLY

The CONSULTANT should be aware that this is a state 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 CONSULTANT must follow the State's requirement for the minority and services-disabled veteran business enterprise report as set forth in **Exhibit B**.

8.33 SECTION 179D RESPONSIBILITIES.

Under 26 USC 179D (Section 179D), a building owner may take an income tax deduction for improvements meeting certain energy savings criteria. Section 179D allows the COUNTY to allocate this income tax deduction to the firm primarily responsible for designing the qualifying property or allocate the deduction among the firms who contributed to the creation of the technical specifications. If applicable, the CONSULTANT is responsible for applying to the COUNTY for the Section 179D deduction on behalf of all firms who created the technical specifications and recommending to the COUNTY the allocation of the deduction. The COUNTY's Representative will provide to CONSULTANT the Department's policy and forms related to the Section 179D deduction when requested.

8.34 E-VERIFY - EMPLOYMENT ELIGIBILITY

8.34.1 CONSULTANT warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov) and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of the CONSULTANT'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.

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

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

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

8.34.4 If COUNTY terminates this Contract pursuant to the above, CONSULTANT shall be barred from being awarded a future contract by COUNTY for a period of one (1) year from the date on which this Contract was terminated. In the event of such contract termination, CONSULTANT shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

8.35 INTERACTIONS WITH COUNTY STAFF

In all interactions with County staff, CONSULTANT and its employees will conduct themselves in a professional manner at all times and treat County staff with respect and dignity. Use of offensive and

demeaning language will not be tolerated. Failure to comply with this requirement will be considered a default under this Contract and may result in termination of this Contract.

8.36 DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN

Pursuant to F.S. 286.101, as may be amended, by entering into a 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.

8.37 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.

8.38 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 E**, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

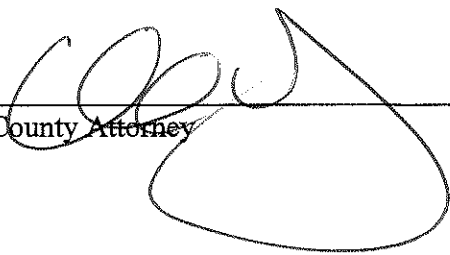
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Project No.: 2023-028778
Project Name: Peanut Island Park Improvement

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 CONSULTANT has made and executed this Contract on behalf of the CONSULTANT.

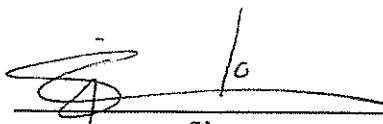
ATTEST:	PALM BEACH COUNTY, a political subdivision of the State of Florida,
MICHAEL A. CARUSO, Clerk and Comptroller	BOARD OF COUNTY COMMISSIONERS

BY: _____ Deputy Clerk	By: _____ Sara Baxter, Mayor
---------------------------	--

APPROVED AS TO TERMS AND AND CONDITIONS	APPROVED AS TO LEGAL SUFFICIENCY
By:  _____ Acting Director – FD&O	By:  _____ County Attorney

Project No.: 2023-028778
Project Name: Peanut Island Park Improvement

WITNESS:


Signature

Sandra Granda
Name (type or print)

REG Architects, Inc.:
CONSULTANT

Signature

Rick Gonzalez, AIA
Name (type or print)

President
Title



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation
REG ARCHITECTS, INC.

Filing Information

Document Number K95622
FEI/EIN Number 65-0130307
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State FL
Status ACTIVE
Last Event CANCEL ADM DISS/REV
Event Date Filed 12/14/2009
Event Effective Date NONE

Principal Address

120 S. OLIVE AVENUE
STE 210
WEST PALM BEACH, FL 33401

Changed: 11/18/2020

Mailing Address

120 S. OLIVE AVENUE
STE 210
WEST PALM BEACH, FL 33401

Changed: 11/18/2020

Registered Agent Name & Address

GONZALEZ, RICARDO E. JR
1551 NORTH FLAGLER DRIVE
APT. 1405
WEST PALM BEACH, FL 33401

Name Changed: 04/26/2017

Address Changed: 01/08/2025

Officer/Director Detail

Name & Address

Title P

GONZALEZ, RICARDO E. JR.
1551 NORTH FLAGLER DRIVE
APT. 1405
WEST PALM BEACH, FL 33401

Title VP

Ayala, Manuel, Mr.
418 MULBERRY GROVE ROAD
ROYAL PALM BEACH, FL 33411

Annual Reports

Report Year	Filed Date
2023	01/06/2023
2024	02/07/2024
2025	01/08/2025

Document Images

01/08/2025 -- ANNUAL REPORT	View image in PDF format
02/07/2024 -- ANNUAL REPORT	View image in PDF format
01/06/2023 -- ANNUAL REPORT	View image in PDF format
01/11/2022 -- ANNUAL REPORT	View image in PDF format
02/17/2021 -- ANNUAL REPORT	View image in PDF format
04/13/2020 -- ANNUAL REPORT	View image in PDF format
03/20/2019 -- ANNUAL REPORT	View image in PDF format
04/25/2018 -- ANNUAL REPORT	View image in PDF format
04/26/2017 -- ANNUAL REPORT	View image in PDF format
07/08/2016 -- ANNUAL REPORT	View image in PDF format
04/22/2015 -- ANNUAL REPORT	View image in PDF format
02/03/2014 -- ANNUAL REPORT	View image in PDF format
03/25/2013 -- ANNUAL REPORT	View image in PDF format
03/02/2012 -- ANNUAL REPORT	View image in PDF format
03/21/2011 -- ANNUAL REPORT	View image in PDF format
04/26/2010 -- ANNUAL REPORT	View image in PDF format
12/14/2009 -- REINSTATEMENT	View image in PDF format
04/24/2008 -- ANNUAL REPORT	View image in PDF format
04/17/2007 -- ANNUAL REPORT	View image in PDF format
01/23/2006 -- ANNUAL REPORT	View image in PDF format
02/08/2005 -- ANNUAL REPORT	View image in PDF format
07/22/2004 -- ANNUAL REPORT	View image in PDF format
03/22/2004 -- ANNUAL REPORT	View image in PDF format
02/17/2003 -- ANNUAL REPORT	View image in PDF format
04/18/2002 -- ANNUAL REPORT	View image in PDF format
05/02/2001 -- ANNUAL REPORT	View image in PDF format
04/07/2000 -- ANNUAL REPORT	View image in PDF format
04/27/1999 -- ANNUAL REPORT	View image in PDF format

04/08/1998 -- ANNUAL REPORT	View image in PDF format
03/14/1997 -- ANNUAL REPORT	View image in PDF format
05/01/1996 -- ANNUAL REPORT	View image in PDF format
04/24/1995 -- ANNUAL REPORT	View image in PDF format

CONTRACT EXHIBIT A

SCOPE OF WORK & FEE

February 5, 2025 (Revised March 26, 2025) (Revised August 28, 2025) (Revised September 12, 2025)
(Revised September 19, 2025)

CLIENT:

Mr. David Hawke, Assistant Director
Facilities Development, & Operations
Palm Beach County – Capital Improvement Division
2633 Vista Parkway
West Palm Beach, FL 33411
561-233-0707
dhawke@pbc.gov

PROJECT:

Peanut Island Park Improvements
6500 Peanut Island Rd, Riviera Beach, FL 33404
Client Project Number (FDO#): 2023-028778
REG PO/Project No.: 24050

Dear Mr. Hawke:

REG Architects, Inc. (ARCHITECT) is pleased to present this AGREEMENT for architectural and/or engineering services for the Project referenced above.

PROJECT DESCRIPTION & SCOPE OF WORK:

The scope of work for this project is based upon the attached “*Project Description*” as presented in the Client’s RFP for project number 2023-028778 for select improvements on Peanut Island Park (**Exhibit D**). This includes approx. 9,000 square feet of renovation to the historic Coast Guard Station House, Coast Guard Boathouse, and Kennedy Bunker. The Coast Guard Station House and Boathouse will undergo full interior and exterior restoration and upgrades. The Kennedy Bunker will also undergo full interior restoration. Construction hard costs budget for design effort shall be \$10.5M.

Consulting services listed below are included as part of this Agreement. Consulting services not listed below, but necessary for the development of the above-mentioned Project shall be provided by the Client at their own expense or can be included as a supplemental service to this Agreement:

- Interior Design
- Land Planner
- Civil Engineer
- Landscape Architect
- Structural Engineer
- Mechanical Engineer
- Electrical Engineer
- Plumbing Engineer
- Fire Protection Engineer
- Surveyor
- Geotechnical Engineer
- Historic Preservation Consulting
- Building Scanning

BASIC SERVICES:

The basic scope of services for the project referenced above will be executed in the following phases:

A. As-Built (AB):

- Visit the property to gather information on existing conditions and perform as-built field measurements using manual (staff) or digital scanning (consultant) methods based upon project requirements and complexity.
- Request any existing record drawings and surveys from either the client and/or local municipality.
- Translate all gathered information into digital format that will be used as the basis for all subsequent scope of work.

B. Preliminary/Conceptual Design:

- Attend one (1) programming session/kick-off meeting.
- Review the program and other information furnished by the Client and perform a preliminary review of codes, and regulations applicable to the Project.
- Notify Client of any inconsistencies or restrictions discovered in the information that may affect the Project's program.
- Prepare conceptual design consisting of drawings, sketches, diagrams, and/or renderings illustrating the general idea, scale, massing, and relationship of the project components, for initial review and approval by Client.
- Provide up to two (2) subsequent revisions to conceptual design based on Client review and input.

C. Schematic Design/Planning & Zoning/Historic Preservation Board Assistance:

- Request written approval from Client to proceed with Schematic Design/Planning & Zoning Phase.
- Prepare Schematic Design Documents consisting of preliminary floor plans, elevations, and renderings, as required by local municipality, to be submitted for planning and zoning approval process.
- Obtain input from Architect's and Client's Consultants to coordinate information in the Schematic Design Documents.
- Attend meetings and municipal hearings as required.
- Review and address comments, pertaining to the Architect's and our Consultant's scope of work, provided by local municipality as part of the planning and zoning approval process.
- The Architect and Architect's team is responsible for submittal and applications for planning, zoning, and historic preservation processes. The County shall cover fees for these applications.
- The Architect's drawings are limited and only part of a more comprehensive planning and zoning approval package that will be prepared and submitted by the Land Planning Consultant, to County (AJH) for review and approval.

D. Design Development (DD):

- Request approval from local municipality's planning and zoning process, or request written approval from Client to proceed with Design Development Phase, at risk, prior to approval from planning and zoning process, if necessary. Site Plan minor modification may be required.
- Prepare Design Development Documents consisting of plans, sections, elevations, preliminary construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project. Update prior renderings if necessary.
- Specifications will be in the form of notes and details incorporated into the drawing sets.
- Obtain input from Architect's and Client's Consultants to coordinate information in the Design Development documents.
- Attend meetings as required.
- Provide Client with one digital copy of Design Development package for review and approval (printed reproductions can be provided and will be charged as reimbursables)

E. Construction Documents (CD):

- Obtain written approval from Client of Design Development documents in order to proceed with Construction Document Phase.
- Prepare Construction Documents consisting of drawings that illustrate and describe further development of the approved design and set forth in detail the quality levels, performance criteria of materials and systems, and other requirements for construction of the Project.
- Specifications will be in the form of notes and details incorporated into the drawing sets.
- Obtain input from Architect's and Client's Consultants to coordinate information in the Construction Document set.
- Attend meetings as required.
- Provide Client with one digital copy of Construction Documents package for review and approval.
- **Note: design changes requested in this phase shall be charged as supplemental services, only if owner requested change.**

F. Bidding and Permitting (BP):

- Assist the Client in creating a list of prospective bidders (if applicable).
- Prepare Bid Document package which includes Instructions to Bidders and the Construction Document drawings, along with any additional information provided by the Client.
- Distribute Bid Documents to prospective bidders and/or Client or Client Representative.
- Attend one (1) pre-bid meeting at the Project site with prospective bidders (if applicable).

- Prepare responses to questions from prospective bidders in the form of addenda, clarifying and interpreting Bid Documents.
- Organizing and conducting opening of bids and subsequently documenting and distributing bidding results to the Client.
- Prepare a comparative analysis document of all responsive bids.
- Provide copies of signed and sealed Construction Documents (digital or print as required by municipality) to Client, Client Representative or selected General Contractor for submittal to the local building department for review.
- The Architect is not responsible for submittal, applications, or fees, for permit process.
- Prepare responses and revise Construction Documents as a result from comments issued by governmental authorities having jurisdiction over the Project.

G. Construction Administration (CA):

- Attend monthly meetings on site, with the Client and Contractor to become generally familiar with the progress and quality of the portion of the scope of work completed and determine, in general, if it is performed in accordance with Construction Documents.
- Prepare monthly field reports based on site visit observations.
- Review and prepare written responses to Requests for Information (RFI) from the Contractor and/or Client. Responses to be provided within five (5) business days of issuance of the RFI.
- Review Contractor's submittals, such as Shop Drawings, Product Data and Samples, for the limited purpose of checking their conformance with the design concept expressed in the Construction Documents and Specifications. Responses to be provided within ten (10) business days of the issuance of the submittal.
- Review project change orders submitted by the Contractor, if applicable, to provide a general opinion of reasonableness and fairness with scope of work begin presented in the change order.
- Review and sign monthly Contractor's Applications for Payment to evaluate the general progress of construction with requested payment amounts indicated in the application.
- Attend one (1) site visit to observe, perform, and issue the Project's Final Punch List outlining, in general, final work items remaining before the Project is considered substantially complete.
- Attend one (1) site visit, if required, to observe that items within issued Punch List have been satisfactorily completed and in accordance with Construction Documents, and provide Project's Certificate of Substantial Completion.
- The Architect shall attend a total of 16-18 meetings, for site visits and observations based on a total estimated Project construction duration of 13-15 months.

EXCLUSIONS:

The services listed below are not included in the Architect's Basic Services but may be required for the Project, unless otherwise specifically addressed in this Agreement. The Client and Architect agree that the services listed below are not being provided for the Project. The Client may elect to engage the Architect to provide any of the services listed below under the terms and conditions of the Supplemental Services section of this Agreement, or engage a third-party consultant, at his own expense, to provide such services.

- | | |
|---|---|
| 1. Programming | 19. Furniture, Furnishings, and Equipment Design and/or Procurement |
| 2. Multiple Preliminary Designs | 20. Marketing or Promotional Material |
| 3. Building Information Model (BIM) Management Responsibilities | 21. Environmental Reports/Studies |
| 4. Development of Building Information Models for Post Construction Use | 22. Traffic Engineering |
| 5. Value Analysis | 23. Product Notice of Acceptance (NOA) Testing or Engineering |
| 6. Detailed Cost Estimating | 24. Energy Modeling (Beyond That Required By Code) |
| 7. On-Site Project Representation | 25. Acoustical Design or Engineering |
| 8. Conformed Documents for Construction | 26. Food Service Design |
| 9. As-Designed Record Drawings | 27. Water Feature (Pool/Fountain) Design |
| 10. As-Constructed Record Drawings | 28. Laboratory or Field Testing |
| 11. Post Occupancy Evaluation | 29. Special Inspections |
| 12. Facility Support Services | 30. Any Other Services, Phases or Disciplines Not Specifically Listed |
| 13. Tenant Related Services | 31. Changes To The Approved Drawings or Program |
| 14. Security Evaluation, Planning, and Design | 32. Work Outside The Specified Project Area |
| 15. Commissioning | 33. Building Permit Processing or Expediting (sign/seal drawings -only) |
| 16. Sustainable Project Services (LEED or other "green" certification) | |
| 17. Fast Track Design Services | |
| 18. Multiple Bid Packages | |

BASIC SERVICES FEE:

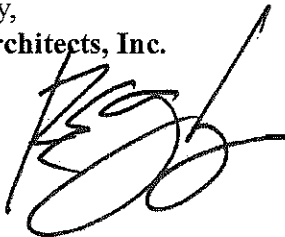
For these basic services outlined above, the fee is broken down as follows:

A. As-Built	\$ 36,000.00
B. Preliminary/Conceptual Design	\$ 119,999.98
C. Schematic Design/Planning & Zoning Assistance	\$ 166,000.00
D. Design Development	\$ 200,000.00
E. Construction Documents	\$ 420,000.00
F. Bidding & Permitting	\$ 26,000.00
G. Construction Administration (13-15 months)*	\$ 159,000.00
H. Reimbursable Expenses	\$ 9,000.02
Total Design Fee (A-H):	\$ 1,136,000.00
Add Alternate – Museum Planning & Exhibit Design <i>(Includes 1st Floor of Coast Guardhouse and Kennedy Bunker only)</i>	\$ 392,757.60

If this outline proposal and attached **Exhibit A** – Terms and Conditions are acceptable to you, please sign below and return to our office so we can schedule your work to begin upon receipt.

We thank you and your team for the opportunity to assist you with this great project.

Sincerely,
REG Architects, Inc.



Rick Gonzalez, AIA
President

Approved By _____

Print Name _____

Title _____

Date _____

cc: Manuel Ayala, AIA, Vice President/REG Architects, Inc.

- enclosures: **Exhibit A** – Project Fee Schedule Breakdown
 Exhibit B – REG Hourly Rate Sheet
 Exhibit C – REG Multiplier Calculations
 Exhibit D – Project Description Excerpt from RFP 2023-028778

REG/rg

Exhibit “A”

February 5, 2025 (Revised March 26, 2025) (Revised August 28, 2025)

Peanut Island Park Improvements
PBC NO. 2023-028778

Total Project Fee Breakdown

Architect:	\$ 620,933.00
Structural:	\$ 65,273.50
MEP:	\$ 216,355.00
Reimbursables:	\$ 7,500.02
TOTAL BASIC SERVICES FEE:	\$ 910,061.52

Civil:	\$ 61,650.00
Landscape & Land Planning	\$ 72,709.12
Geotechnical	\$ 8,450.00
Surveying	\$ 28,271.64
Building Scanning	\$ 9,057.72
Historic Preservation	\$ 45,800.00

TOTAL ADDITIONAL SERVICES FEE:	\$ 225,938.48
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<u>TOTAL PROJECT DESIGN FEE:</u>	<u>\$1,136,000.00</u>
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ADD ALTERNATE FEE – Museum Planning & Exhibit Design:	\$ 392,757.60
---	---------------

Exhibit “B”

2025 HOURLY RATE SHEET

SUBJECT: Hourly rates for professional services as may be required.

FROM: Rick Gonzalez, AIA, President, **REG Architects, Inc.**

A. HOURLY RATES:

Hourly rates for professional services shall be as follows:

	<u>GOVERNMENT AND NON-PROFIT RATES w/MULTIPLIER</u>
Principals	\$275.00
Associate Architect	\$250.00
Senior Designer	\$185.00
Project Manager	\$175.00
Assistant Project Manager	\$160.00
CADD Technician	\$120.00
Administrative Assistant	\$85.00

B. FIXED FEE RATES:

Can be quoted when project’s scope and budget are clearly defined and finalized.

Exhibit C

Peanut Island Park Improvement

Palm Beach County Project Number 2023-028778

REG Rate Schedule

September 12, 2025

HOURLY RATES:

	Job Title	Hourly Raw Rate	Multiplier	Hourly Rate
1	Principal Architect	\$ 140.31	1.96	\$ 275.00
2	Associate Architect	\$ 127.55	1.96	\$ 250.00
3	Senior Designer	\$ 94.39	1.96	\$ 185.00
4	Project Manager	\$ 89.29	1.96	\$ 175.00
5	Assistant Project Manager	\$ 81.63	1.96	\$ 160.00
6	CADD Technician	\$ 61.22	1.96	\$ 120.00
7	Administrative Assistant	\$ 43.37	1.96	\$ 85.00

MULTIPLIER CALCULATIONS:

Salary	1.00
Overhead	0.75
Subtotal	1.75
Profit - 12%	0.21
TOTAL	1.96

Exhibit "D"

SECTION 1. GENERAL

A. Project Description. Palm Beach County Capital Improvements Division (CID) is seeking proposals from qualified design firms to provide design, permitting and construction administration services for select improvements on Peanut Island Park located at 6500 Peanut Island Rd, Riviera Beach. The selected design firm is to provide programing, structural assessment, design, permitting and construction administration for approximately 9,000 sf of renovation to the Coast Guard Station House and renovations to both the Coast Guard Boathouse and Kennedy Bunker. A completed structural evaluation of the Coast Guard Station House, Boat House and Kennedy Bunker will be made available to the selected design team after award of the contract. In addition asbestos, lead paint and mold surveys will be made available to the awarded firm. Built in 1937, the Coast Guard House is a wood-framed structure that is 4-stories in height and has a footprint of approximately 2,184 square feet. The one story plus loft Boathouse is approximately 62 ft. x 46 ft. and was also constructed in 1937 with a railed marine launch way. The bunker, which was constructed in 1961, served as a bomb shelter for President John F. Kennedy during the Cuban Missile Crisis. The Coast Guard Station House and Boat House are in poor condition due to visible water and termite damage and will likely need to be stripped down to their structural elements in order to be rebuilt. The Bunker is also in need of repair, but appears structurally sound with select structural reinforcement required. The County is pursuing adding the three individual locations to the Historical Register or creating a Historical District on the island. As such, the selected project team will need to possess the qualifications needed to comply with the historical requirements and assist the County as needed in the submission of required documentation to meet the Historical Designation being pursued.

[illegible]

2023-028778; Peanut Island Park Improvements

Scope of Services and Fee Calculation dated January 30, 2025; Revised May 9, 2025

1. Programming/SD Phase Services.
 - 1.1. Project management and coordination activities.
 - 1.2. Attend team meetings to review concepts and provide input. Two (2) meetings are assumed.
 - 1.3. Research and review available asbuilts and permit files for the site and adjacent areas.
 - 1.4. Perform one site visit to confirm asbuilts and existing conditions.
 - 1.5. Prepare conceptual civil plans depicting existing and proposed water, sanitary sewer and drainage facilities. Two plan sheets are assumed for this task.
2. DD Phase Services. Consultant will provide services as follows:
 - 2.1. Project management and coordination activities.
 - 2.2. Attend team meetings to review concepts and provide input. Two (2) meetings are assumed.
 - 2.3. Prepare the DD civil documents plan set including:
 - 2.3.1. Civil cover page (1 sheet).
 - 2.3.2. Civil general notes and specifications (2 sheets).
 - 2.3.3. Site demolition and erosion control plan (1 sheet).
 - 2.3.4. Civil geometric and dimension plan (1 sheet).
 - 2.3.5. Paving grading and drainage plan (1 sheet).
 - 2.3.6. Paving, grading and drainage details (4 sheets).
 - 2.3.7. Water and sanitary sewer plan (1 sheet).
 - 2.3.8. Water and sanitary sewer detail sheets (6 sheets).
 - 2.4. Drainage computations.
 - 2.5. Review and respond to review comments relative to Consultant prepared documents.
3. CD Phase Services. Consultant will provide services as follows:
 - 3.1. Project management and coordination activities.
 - 3.2. Attend team meetings to review concepts and provide input. Two (2) meetings are assumed.
 - 3.3. Prepare the CD level civil documents plan set including:
 - 3.3.1. Civil cover page (1 sheet).
 - 3.3.2. Civil general notes and specifications (2 sheets).
 - 3.3.3. Site demolition and erosion control plan (1 sheet).
 - 3.3.4. Civil geometric and dimension plan (1 sheet).
 - 3.3.5. Paving grading and drainage plan (1 sheet).
 - 3.3.6. Paving, grading and drainage details (4 sheets).
 - 3.3.7. Water and sanitary sewer plan (1 sheet).
 - 3.3.8. Water and sanitary sewer detail sheets (6 sheets).
 - 3.3.9. Lift station plan (1 sheet).
 - 3.4. Drainage computations.
 - 3.5. Lift station computations.

- 3.6. Review and respond to review comments relative to Consultant prepared documents.
- 3.7. Civil permitting activities including preparation of permit applications and coordination of permit submittals as applicable. Permit agencies include:
 - 3.7.1. Fire rescue.
 - 3.7.2. Utilities.
 - 3.7.3. Water management district.
 - 3.7.4. Engineering department.
 - 3.7.5. Health department.
- 4. Bid & Construction Phase Services.
 - 4.1. Provide administrative services during construction (RFI review, shop drawing review, etc.).
 - 4.2. Preconstruction meeting.
 - 4.3. Provide periodic site inspections (8 total @ 6 hrs each plus 1 hr PE review). Inspections are anticipated to include:
 - 4.3.1. Water installation (2 visits).
 - 4.3.2. Sanitary sewer installation including lift station (2 visits).
 - 4.3.3. Pressure testing (1 visit).
 - 4.3.4. Drainage installation (1 visit).
 - 4.3.5. Substantial completion and creation of punch list (1 visit).
 - 4.3.6. Final visit and sign-off of punch list (1 visit).
 - 4.4. Review asbuilts and provide PBC required certification letter for permit close-out.
 - 4.5. Prepare PBC CID record drawings at completion of project.
- 5. Assumptions and Exclusions.
 - 5.1. Analysis of the overall existing drainage, water and sanitary sewer systems (outside the limits of construction) is excluded.
 - 5.2. Cost estimating is excluded from this scope of services.
 - 5.3. No separate civil specifications will be provided as notes and requirements will be included in the plans and details.
 - 5.4. As-builts shall be prepared by a licensed surveyor and are not included in Consultant's scope.
 - 5.5. Consultant is not responsible for delays associated with regulatory agency review and/or approval.
 - 5.6. Consultant is not obligated to balance site earthwork volumes.
 - 5.7. Any items associated with site landscaping, irrigation, lighting, electrical, docks, environmental and structural elements are to be performed by others, and are excluded from this Agreement.
 - 5.8. Any permit extensions, bond/surety reductions, cost estimating, permit modifications, phased construction releases, etc. will be considered an additional service to be billed hourly at the current rates or by lump sum amendment.
 - 5.9. Coordination with franchise utility providers (FPL, ATT, Comcast, etc.) is excluded from this scope of services and anticipated to be the responsibility of other consultants.

5.10. **FS558.0035.** PURSUANT TO THIS SECTION, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

6. **Fees.** The civil fees are calculated as follows:

 Service Driven Design ~ Engineered Results		Principal Engineer	Project Engineer	
Task		\$285.00	\$150.00	Summary
01 Programming/SD Phase Services				
1.1	Project management and coordination	2	4	1,170.00
1.2	Team meetings (2 at 3 hours each)	6	6	2,610.00
1.3	Research and review files	1	6	1,185.00
1.4	Site Visit (1 at 6 hours total)	6	6	2,610.00
1.5	Conceptual plans	4	12	2,940.00
	Subtotals	19	34	10,515.00
02 DD Phase Services				
2.1	Project management and coordination	2	4	1,170.00
2.2	Team meetings (2 at 3 hours each)	6	6	2,610.00
2.3	Prepare DD level plans	4	24	4,740.00
2.4	Drainage computations	2	8	1,770.00
2.5	Comment review and response	2	8	1,770.00
	Subtotals	16	50	12,060.00
03 CD Phase Services				
3.1	Project management and coordination	2	4	1,170.00
3.2	Team meetings (2 at 3 hours each)	6	6	2,610.00
3.3	Prepare CD level plans	8	40	8,280.00
3.4	Drainage computations	2	8	1,770.00
3.5	Lift station computations	2	4	1,170.00
3.6	Comment review and response	2	8	1,770.00
3.7	Civil permitting activities	8	40	8,280.00
	Subtotals	30	110	25,050.00
04 Bid & Construction Phase Services				
4.1	Admin services - Bid, RFIs, shop drawing review, etc.	2	8	1,770.00
4.2	Preconstruction meeting	3	3	1,305.00
4.3	Site inspections (8 total)	8	48	9,480.00
4.4	Certification letter & asbuilt review	1	4	885.00
4.5	Prepare record drawings		4	600.00
	Subtotals	14	67	14,040.00
	TOTALS	79	261	61,665.00
ROUNDED DOWN PER FEE NEGOTIATION:				\$61,650.00

Civil Engineering Annual Services On A Consultant Service Authorization (CSA) Basis
Project No. 2024055
Fee Schedule
October 3, 2024

Rates OK
HK

Hourly Rates:

Personnel Classification	Hourly Pay	Multiplier	Hourly Rate
1. Principal Engineer	\$95.00	3.00	\$285.00
2. Senior Engineer	\$75.00	3.00	\$225.00
3. Project Manager	\$70.00	3.00	\$210.00
4. Project Engineer	\$50.00	3.00	\$150.00
5. Engineer Intern	\$40.00	3.00	\$120.00

Multiplier Calculations:

Salary	1.00
Fringe Benefits	0.43
Overhead	1.31
Subtotal	2.74
Profit @ 12%	0.33
Total	3.07
Maximum Allowable Multiplier	3.00



September 3, 2025

Mr. Ricardo Gonzalez III
Business Development
Marketing Coordinator
REG Architects
120 South Olive Avenue, Suite 210
West Palm Beach, Florida 33401
Rgonzalez@regarchitects.com

REFERENCE: PEANUT ISLAND PARK IMPROVEMENTS
 Riveria Beach, Florida
 PROPOSAL FOR STRUCTURAL DESIGN SERVICES

Dear Mr. Gonzalez,

Thank you for inviting Jezerinac Group, PLLC to provide this proposal to REG Architects (the Client) for structural engineering services in relation to Peanut Island Park Improvements (the Project).

Jezerinac Group, PLLC (JG) is a firm that specializes in delivering sophisticated structural engineering services to Architects, Builders, Owners, and their Representatives. Since its inception in 2014, the firm has grown rapidly and currently serves a multitude of well-respected high-profile architects, owners, and contractors on a multitude of public and privately funded projects in the commercial, residential, hospitality, industrial, educational, religious, healthcare, and sports and entertainment markets.

The following paragraphs outline our understanding of the project, our proposed scope, and the proposed fee.

I. **Project Description**

Our fee proposal is based on information provided to us in a Client’s email dated January 20, 2025, which included a Notice and an RFP dated August 11, 2024.

To summarize in general terms, the project consists of the structural condition assessment, design and construction administration for the renovation and expansion of (3) buildings including the Coast Guard Station House, Coast Guard Boat House, and the Kennedy Bunker.

II. **Scope of Services**

Our scope of services will be as provided in Exhibit A Basic Scope of Services – Structural Design and Enhanced Structural Condition Assessment attached.

III. **Fees**

We propose to perform the above Scope of Services for the Lump Sum Fees listed below plus reimbursable expenses as defined by AIA B104.

• Schematic Design	\$6,751.75
• Design Development	\$11,629.00
• Construction Documents	\$17,473.50
• Construction Administration	\$8,573.00
• Structural Condition Assessment	\$20,846.25
	Total: \$65,273.50



Schematic Design				
Position	Raw Rate	Loaded Rate	hours	total
Senior Principal / President	\$97.64	\$290.00	7.6	\$2,204.00
Design Engineer II	\$40.40	\$120.00	15.5	\$1,860.00
Design Engineer	\$38.72	\$115.00	17	\$1,955.00
Building Information Modeler (BIM) Manager	\$55.56	\$165.00	2.55	\$420.75
Administrative Support Staff	\$26.94	\$80.00	3.9	\$312.00
Total:	\$6,751.75			

Design Development				
Position	Raw Rate	Loaded Rate	hours	Total
Senior Principal / President	\$97.64	\$290.00	10.5	\$3,045.00
Design Engineer II	\$40.40	\$120.00	30	\$3,600.00
Design Engineer	\$38.72	\$115.00	35	\$4,025.00
Building Information Modeler (BIM) Manager	\$55.56	\$165.00	3	\$495.00
Administrative Support Staff	\$26.94	\$80.00	5.8	\$464.00
Total:	\$11,629.00			

Construction Documents				
Position	Raw Rate	Loaded Rate	hours	total
Senior Principal / President	\$97.64	\$290.00	17	\$4,930.00
Project Manager/Project Engineer II	\$47.14	\$140.00	37	\$5,180.00
Assistant Project Manager/ Project Engineer I	\$42.09	\$125.00	42	\$5,250.00
Design Engineer II	\$40.40	\$120.00	7.3	\$876.00
Building Information Modeler (BIM) Manager	\$55.56	\$165.00	7.5	\$1,237.50
Total:	\$17,473.50			

Construction Administration				
Position	Raw Rate	Loaded Rate	hours	total
Senior Principal / President	\$97.64	\$290.00	9	\$2,610.00
Project Manager/Project Engineer II	\$47.14	\$140.00	17	\$2,380.00
Design Engineer II	\$40.40	\$120.00	22	\$2,640.00
Building Information Modeler (BIM) Manager	\$55.56	\$165.00	3	\$495.00
Administrative Support Staff	\$26.94	\$80.00	5.6	\$448.00
Total:	\$8,573.00			



Structural Condition Assessment				
Position	Raw Rate	Loaded Rate	hours	total
Senior Principal / President	\$97.64	\$290.00	7	\$2,030.00
Assistant Project Manager/ Project Engineer I	\$42.09	\$125.00	49	\$6,125.00
Design Engineer	\$38.72	\$115.00	93	\$10,695.00
Building Information Modeler (BIM) Manager	\$55.56	\$165.00	6	\$990.00
Administrative Support Staff	\$26.94	\$80.00	12.58	\$1,006.40
Total:	\$20,846.25			

IV. Payment

We will invoice the Client monthly for fees and expenses. Amounts due will be proportional to the completion of the phases described in Section III. Payment is due per the terms provided within Exhibit C, Standard Conditions. Jezerinac Group reserves the right to suspend or terminate services should payment fail to comply with these terms.

V. Additional Services

Should we be requested to perform services outside our Basic Scope of Services, as outlined in Exhibit A, we will make a request for additional fees in writing. We will proceed with the additional services only upon approval by the Client. Additional services will be rendered on an hourly basis per the rates that are shown within Exhibit B - Billing Rates unless a negotiated lump sum is mutually agreed upon.

VI. Standard Conditions

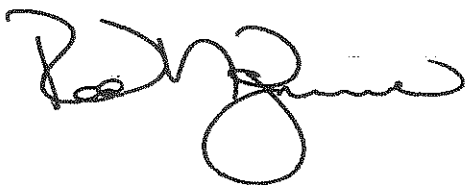
We will perform all services in accordance with Exhibit C, Standard Conditions. Should Client elect to enter into an AIA Architect/Consultant Agreement or other Agreement, we will expect that these mutually beneficial terms are included within. This Proposal Letter in combination with its Exhibits represents our entire agreement.

Again, we would like to thank you for this opportunity and look forward to your favorable response to our proposal and are ready to get started.

Very Truly Yours,

JEZERINAC GROUP, PLLC

Accepted by: REG Architects



Ronald M. Jezerinac, P.E., S.E.
President

(signature)

(printed)

(date)





EXHIBIT A

Basic Scope of Services - Structural Conditions Assessment

Our Basic Scope of Services includes the review of available documentation for the existing structure, observation of the building's primary structural frame and the structural aspects of the building enclosure, and the presentation of our observations and findings within a signed and sealed report. See sections below for further explanation of activities per phase. Note that the Consultant will not proceed into any subsequent phase without written direction to do so.

Document Review

- Review of all available permit documentation as obtained from City/County Records including the following:
 - Structural design documents.
 - Architectural design documents.
 - Shop drawing or other submittals that may pertain to the primary structural frame and/or the structural aspects of the building enclosure.
 - Maintenance Documentation that pertains to the building's structure.
 - Permit comment and inspection correspondence.

Limited Site Observation

Regarding all site observations, it is important to note that all observations can be made only to the extent that building finishes permit. Should a greater level of certainty be desired by the Client, a selective demolition program should be co-authored with the Building's Owner.

- Observe and document the following structural conditions:
 - Site Conditions adjacent to building structure noting signs of soil erosion, foundation settlement, or foundation heave.
 - Ground floor slab noting significant cracking or signs of settlement.
 - Building superstructure including columns, beams, and slabs noting signs of distress such as cracking or spalling of concrete and concrete masonry units (CMU); yielding, cracking, or fracture of structural steel members, bolts, or welds; excessive deflection or warping of any structural member.
 - Building finishes that may indicate structural distress noting items such as cracked paint on structural members and the substantial cracking of wall or floor finishes.
 - Building enclosure including walls, doors, windows, and roofing materials noting signs of water intrusion as intrusion can be cause for corrosion or deterioration of structural elements.

Representative Structural Analysis

- Perform representative structural analysis of the primary structural framing and the structural aspects of the building enclosure.
- Perform design checks of representative members.
- Determine if any "fatal" flaws exist in the original structural design or with the combination of the current existing conditions and the original design

Reporting

- Discuss with Client initial findings and determine report organization and emphasis.





EXHIBIT A

Basic Scope of Services – Structural Conditions Assessment

- Prepare a report which presents our findings. Specifically, the report will include the following:
 - Description of the structural systems present.
 - Summary of the observed conditions.
 - Summary of analysis results.
 - State conclusions based on observations and analysis and provide recommendations to the Client.
- Report will be inclusive of photos and/or graphics as required to describe the extent of observations, existing conditions, recommendations or to better illustrate complex structural behavior.

Further Clarifications to Scope

While most of these services can be performed by Jezerinac Group, the following items are specifically excluded from this particular Scope of Services:

- Physical attendance of meetings with client and owner to discuss report findings. We anticipate this will be done via telephone and/or screen share.
- Any required laboratory testing or subcontractor services. Rental fees of diagnostic equipment.
- Any selective demolition if required at any time.
- Opinions and estimates of Cost of Work. The owner shall retain a qualified Construction Professional to perform such services.
- Any work performed after issuance of our report inclusive of additional investigation and testing. Such services will be billed on an hourly basis per the rates shown in Exhibit B.
- Construction Document services.
- Construction Administrative services.





EXHIBIT A

Basic Scope of Services – Structural Design

In general, our Basic Scope of Services includes the analysis and design of the primary structural frame and the secondary framing that supports the building enclosure. Documentation will include general notes, plans, sections, details, and specifications. The documentation will be generated using the Revit Structure platform with a Level of Detail 300 Building Information Model. The design of select systems will be delegated to the general contractor or subcontractor's engineer. In these cases, our documents will include adequate performance criteria and we will review their work to ensure that all loads are delivered to the primary structural frame as intended. We will attend periodic design, coordination, and construction meetings in which the primary focus is the building structure. Meetings will be attended in person or via teleconference depending on the subject matter and availability of technology. During construction, we will review submittals and respond to inquiries related to the structure and will visit the site periodically to observe construction. See sections below for further explanation of activities per phase. Note that the Consultant will not proceed into any subsequent phase without written direction to do so.

Schematic Design

- Provide a Basis of Design or Structural Narrative. This will include a summary of the design to be executed including a code assessment, identification of gravity and lateral loads imposed on the structure, description of gravity and lateral load resisting systems, the material selection including design properties, and a description of major analysis assumptions.
- Present viable framing schema for Architect and Construction Professionals to evaluate. Depending on project size and complexity, this may include preliminary general notes, design load maps, complete or partial foundation, and framing plans, identification of lateral load resisting system, conceptual sections, special detailing integral to the system, and outline specifications.
- Building Information Modeling Level of Detail 100:
 - Provide locations of structural grids (but defer grid ownership to the architect), walls, and columns. Framing members may be shown as BIM elements (but not sized) or linework to indicate framing directions only.
- Assist the Owner in selecting a Geotechnical Engineer. This may include the issuance of a Soil Boring Plan and provide requirements of the Soils Investigation Report.
- If Construction Professionals are on board at this stage, provide estimates of structural quantities for pricing.

Design Development

- Further refine Basis of Design or Structural Narrative.
- Select and further develop the chosen structural scheme.
- Prepare Design Development level drawings. This includes defining member proportions of depth and width via plan notes, elevations, or schedules allowing the Architect, Construction Professionals, and other Design Consultants to coordinate with the structure. This includes further development of the General Notes, finalization of design loads, Foundation Plans, elevated Framing Plans, elevations of Lateral Load Resisting System, Building Sections, and Typical Details.
- Building Information Modeling Level of Detail 200:
 - Provide locations of structural grids (but defer grid ownership to the architect), walls, columns, foundations, and major framing elements. The approximate depths of structural members will be modeled. Exact member depths will not be finalized until the Construction Documents phase.
 - The model may be shared with the Client for preliminary clash detection.
 - Typical 2-D details will be used to depict the interaction between modeled elements.





EXHIBIT A

Basic Scope of Services – Structural Design

Construction Documents

- Issue drawings to the Building Department for Permit including General Notes, Wind Pressure Diagrams, full and partial Framing Plans, Framing Elevations, Building Sections, Member Schedules, and Details.
- Building Information Modeling Level of Detail 300:
 - Provide final location, elevation, and sizes of structural grids (but defer grid ownership to the architect), walls, columns, foundations, and major framing elements. Framing members shall be sloped as required, excluding floors.
 - Openings in structural walls and roofs will be modeled with a tolerance of (+/- 1/2") from the architectural locations. Final locations will not be defined in the structural model.
 - The structural model may be shared with the Client for clash detection.
 - Examples of minor framing elements include, but are not limited to: miscellaneous steel, joist bridging, curbs, sump pits, parapets, non-load-bearing partitions, pipe & sleeve penetrations, and any plan elements that are not visible at 1/8" scale. These elements will be depicted in 2-D details.
 - Elements of the building design which will be delegated to a specialty engineer will be modeled for general location purposes but shall be superseded by the specialty engineer's signed drawings. Delegate engineered roof trusses will not be modeled. They shall be depicted as line work in plan and in 2-D details.
 - Concrete reinforcing and structural steel connections will be depicted in schedules and details.
- Perform periodic in-house Quality Assurance Reviews.
- Provide up to three signed and sealed copies of the drawings to the Building Department.
- Respond to and revise documents as required for up to two rounds of comments by the Building Department.

Construction Administration

- Assist Construction Professionals in evaluating bids and proposals.
- Attend pre-construction conferences in person or via telephone before major structural sub-contractors commence work.
- Respond to written and verbal requests for clarification. When in writing, responses are to be transmitted electronically.
- Review submittals required by Construction Documents. All reviewed drawings are to be marked up and transmitted electronically.
- Review Testing and Special Inspection Reports. Testing and Inspection services to be procured by the Owner under a separate contract.
- Visit the site during the construction of the primary structural frame and the secondary framing that supports the building enclosure. The purpose of site visits is to observe construction progress and to assess general conformance with the design intent of the building. Site visits are not intended to be exhaustive and do not relieve Special Inspector of their sole responsibility to ensure that the building is being constructed per the Construction Documents.
- Provide Record Set of structural drawings. This includes compiling all changes and additions made to Construction Documents during construction.

Further Clarifications to Scope

The following items are specifically excluded from our Scope of Services:

- Attendance of meetings in which the building structure is not the primary focus of the meeting. This includes multi-disciplinary meetings where discussion of the structure is limited.
- Opinions and estimates of Cost of Work. the Owner shall retain a qualified Construction Professional to perform such services.
- Design of structural elements outside of the building footprint. This is including but not limited to site retaining walls, planter walls, spa and pool structures, signage walls, signage support, sidewalks, flag, and light poles and their supports.





EXHIBIT A

Basic Scope of Services – Structural Design

- Design and detailing of non-structural elements including waterproofing systems, ceiling framing, non-load-bearing partitions, and MEP supports including ceiling hangers and rooftop curbs.
- Surveying and documenting existing conditions.
- Revisions to work that has already been completed and approved.
- Services made necessary by deficient construction or by default of any contractor.
- Consultant promotes the inclusion of the Structural Engineer of Record on-site on a full or part-time basis to facilitate and expedite the flow of contractor-generated inquiries. While these services are not included in our Basic Scope, we look forward to discussing them with the Architect and Owner at the appropriate time.
- Issuance of drawing to the owner, architect, contractor, or building department in excess of the issuances described in the preceding sections.
- Requests for substitutions that were not directed by the Architect or Owner during the design phase or were initiated by the Contractor for their convenience or their economic or schedule benefit.
- Changes during the design phase that were initiated by the Contractor for their convenience or their economic or schedule benefit.





EXHIBIT B

Fee Schedule

Palm Beach County Project Number:

Project Name:

	Raw Rate	Loaded Rate
Senior Principal / President	\$ 97.64	\$ 290.00
Principal / Vice President	\$ 74.07	\$ 220.00
Associate Principal	\$ 72.39	\$ 215.00
Senior Associate	\$ 65.66	\$ 195.00
Associate	\$ 58.92	\$ 175.00
Senior Engineer	\$ 47.14	\$ 140.00
Project Engineer	\$ 42.09	\$ 125.00
Design Engineer	\$ 38.72	\$ 115.00
Certified Building Inspector	\$ 42.09	\$ 125.00
Building Information Modeler Manager	\$ 55.56	\$ 165.00
Senior Building Information Modeler	\$ 42.09	\$ 125.00
Building Information Modeler	\$ 30.30	\$ 90.00
Administrative Support Staff	\$ 26.94	\$ 80.00
Intern	\$ 23.57	\$ 70.00

*Rates are effective through December 31, 2025

Multiplier:

Salary	1.00
Overhead & Fringe	1.70
Subtotal	2.70
% Profit	0.27
Total Multiplier	2.97
*3.0 Maximum Allowable	





EXHIBIT C

Standard Conditions - Architect and Consultant

1. These Standard Conditions, along with the Proposal Letter and its referenced Exhibits, represent the entire and integrated agreement between the Architect and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Architect and Consultant (Jezerinac Group, PLLC).
2. The portion of the Project for which the Consultant shall provide services is defined in the Proposal Letter along with its referenced exhibits and is hereinafter called This Portion of the Project. Except as set forth herein, the Consultant shall not have any duties or responsibilities for any other portion of the Project.
3. To the extent that the provisions of the Prime Agreement apply to This Portion of the Project, the Architect shall assume toward the Consultant all obligations and responsibilities that the Owner assumes toward the Architect, and the Consultant shall assume toward the Architect all obligations and responsibilities that the Architect assumes toward the Owner. Where a provision of the Prime Agreement is inconsistent with a provision of this Agreement, this Agreement shall govern. To make this Article valid, Architect shall provide a fully executed copy of that agreement to Consultant prior to the execution of any Architect-Consultant Agreement.
4. Except as authorized by the Architect, all communications between the Consultant and the Owner, Contractor or other consultants for the Project shall be forwarded through the Architect. The Architect shall be the administrator of the professional services for the Project and shall facilitate the exchange of information among the Owner, Consultant and other consultants as necessary for the coordination of This Portion of the Project.
5. The Consultant shall perform its services consistent with the professional skill and care ordinarily provided by professionals practicing in the same or similar locality under the same or similar circumstances. The Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.
6. The Consultant shall not be responsible for the acts or omissions of the Architect, Architect's other consultants, Contractor, Subcontractors, their agents or employees, or other persons performing any of the Work. The Consultant shall provide prompt written notice to the Architect if the Consultant becomes aware of any errors, omissions or inconsistencies in the services or information provided by the Architect or other consultants.
7. The Consultant shall submit for the Architect's approval a schedule for the performance of the Consultant's services consistent with the requirements of the Prime Agreement, which may be adjusted as the Project proceeds. The Consultant's schedule shall allow reasonable time for the Architect and other consultants to review the Consultant's submittals. Once approved by the Architect, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Consultant or Architect. Should the project schedule be adjusted causing a material change to its staffing plan, through no fault of the Consultant, the Consultant shall be entitled to additional fees for services rendered per Article 8.
8. The Architect shall provide available information in a timely manner regarding requirements for and limitations on This Portion of the Project, including a copy of the Owner's program for the Project. The Architect shall identify a representative authorized to act on the Architect's behalf with respect to This Portion of the Project. The Architect or such identified representative shall render decisions in a timely manner pertaining to documents submitted by the Consultant in order to avoid unreasonable delay in the orderly and sequential progress of the Consultant's services. If the Consultant reasonably requests information from investigations, surveys, tests, analyses, and reports, or the services of other consultants not within the scope of the Consultant's services, the Architect shall request that the Owner furnish the information or services.
9. Additional Services may be provided after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services that may arise as the Project proceeds, the Consultant shall notify the Architect. The Consultant, however, shall not proceed to provide such services until the Consultant receives the Architect's written authorization.
10. The Architect shall confer with the Consultant before issuing interpretations or clarifications of documents prepared by the Consultant and shall request the recommendation of the Consultant before providing interpretations or clarifications of shop drawings, product data, samples or other submissions of the Contractor, or upon Change Orders and Construction Change Directives affecting This Portion of the Project.
11. For purposes of this Agreement, the Cost of the Work is defined as set forth in AIA B101. If at any time the estimate for the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Consultant shall make appropriate recommendations to the Architect to adjust the Project's size, quality or budget related to This Portion of the Project. Additionally, the Consultant shall cooperate with the Architect and the Architect's other consultants in redesigning the Work for This Portion of the Project to comply with the budget for the Cost of the Work. Should the project require redesign, through no fault of the Consultant, the Consultant shall be entitled to additional fees for services rendered per Article 9.
12. Consultant shall not have control or charge of, and shall not be responsible for, construction means, methods, techniques, sequences or procedures, for safety precautions and programs in connection with work or activities at the project site, for the acts or omissions of any contractor, subcontractors or any other persons performing any work or undertaking any activities at the project site, or for the failure of any of them to carry out any work or perform their activities in accordance with their contractual obligations, including, but not limited to, the requirements of any drawings, specifications or other documents prepared by Consultant.
13. The Architect and the Consultant shall not make changes in each other's Instruments of Service without the written permission of the other party.



Per Terms & Conditions of Prime Contract



EXHIBIT C

Standard Conditions – Architect and Consultant

14. The Consultant shall indemnify and hold the Architect and the Architect's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Consultant, its employees and its consultants in the performance of professional services under this Agreement.
15. The Architect shall indemnify and hold the Consultant and the Consultant's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its other consultants in the performance of professional services under this Agreement.
16. The Consultant shall, within time limits agreed upon or otherwise with reasonable promptness, render written recommendations on claims, disputes and other matters in question between the Owner and Contractor relating to the execution or progress of This Portion of the Project as provided by the Contract Documents. Should the Architect request these services, the Consultant shall be entitled to additional fees for services rendered per Article 9.
17. **CONSULTANT SHALL ONLY BE LIABLE TO PAY DAMAGES TO ARCHITECT ARISING OUT OF OR IN CONNECTION WITH THIS PORTION OF THE PROJECT, TO THE EXTENT THAT SUCH DAMAGES ARE CAUSED BY, AND ARE IN PROPORTION TO, THE NEGLIGENCE OF, OR BREACH OF THE STANDARD OF CARE BY, CONSULTANT. NOTHING CONTAINED IN THIS AGREEMENT SHALL CREATE A CONTRACTUAL RELATIONSHIP WITH OR A CAUSE OF ACTION IN FAVOR OF A THIRD PARTY, INCLUDING THE PROJECT OWNER AND ANY CONTRACTOR, SUBCONTRACTOR, VENDOR OR MATERIAL SUPPLIER, AGAINST EITHER THE ARCHITECT OR CONSULTANT. NOTWITHSTANDING ANYTHING TO THE CONTRARY PROVIDED FOR IN THIS AGREEMENT, TO THE EXTENT PERMITTED BY LAW, IT IS SPECIFICALLY UNDERSTOOD AND AGREED THAT THERE SHALL BE NO PERSONAL LIABILITY ON THE PART OF THE OWNERS, DIRECTORS, OFFICERS, MEMBERS, SHAREHOLDERS OR EMPLOYEES OF CONSULTANT OR ANY OF ITS AFFILIATES OR ITS SUCCESSORS AND ASSIGNS WITH RESPECT TO THE SERVICES OR ANY OF THE TERMS, COVENANTS, OBLIGATIONS, AND CONDITIONS OF THIS AGREEMENT.**
18. Any claim, dispute or matter in question shall be subject to mediation as a condition precedent to binding dispute resolution. Mediation shall be conducted as set forth in AIA Document B101. When applying those provisions to this Agreement, "Architect" shall be substituted for "Owner," and "Consultant" shall be substituted for "Architect." If the parties do not resolve a claim, dispute or matter in question through mediation, the method of binding dispute resolution shall be the following: Litigation in a court of competent jurisdiction.
19. It is expressly understood and agreed that, to the fullest extent permitted by law and notwithstanding any other provision of this Agreement, the aggregate total of Consultant's liability (and the liability of its owners, directors, officers and employees, if any such liability otherwise exists) arising from any and all claims, suits, demands, damages, losses, judgments, payments, awards, and expenses relating to the Project, Services and/or this Agreement shall be limited to and in no event exceed three times the fee actually received by Consultant for services rendered on the project and in no case greater than the proceeds of Consultant's Professional Liability Insurance Policy.
20. Except as otherwise provided below, the Architect or Consultant may terminate this Agreement with a 30-day notice. In the case of Consultant termination, Consultant shall be paid for its services rendered to date.
21. This Agreement shall be governed by the Florida Law unless the venue is otherwise provided in the Prime Agreement.
22. The Architect and Consultant, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither Architect nor Consultant shall assign this Agreement without the written consent of the other.
23. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Architect or Consultant.
24. Unless otherwise required in this Agreement, the Architect and Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.



Per Terms & Conditions of Prime Contract



JEZERINAC
GROUP

EXHIBIT C

Standard Conditions – Architect and Consultant

25. If the Consultant or Architect receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.
26. The Architect shall reimburse the Consultant for the Reimbursable Expenses necessarily incurred by the Consultant or the Consultant's employees directly relating to the Project.
27. The Consultant shall submit invoices for services and Reimbursable Expenses in accordance with the provisions of the Prime Agreement. The Architect shall review such invoices and, if they are considered incorrect or untimely, the Architect shall, within ten days from receipt of the Consultant's billing, review the matter with the Consultant and confirm in writing to the Consultant the Architect's understanding of the disposition of the issue.
28. Payments to the Consultant shall be made within 10 days after the Architect is paid by the Owner under the Prime Agreement. The Architect shall exert reasonable and diligent efforts to collect prompt payment from the Owner. The Architect shall pay the Consultant in proportion to amounts received from the Owner that are attributable to the Consultant's services rendered and Reimbursable Expenses incurred. Consultant reserves the right to stop work or withhold deliverables should Consultant be unable to collect prompt payment.

Per Terms & Conditions of Prime Contract





August 29, 2025

Mr. Manuel Ayala
REG Architects
120 South Olive Avenue, Suite 210
West Palm Beach, Florida
mayala@regarchitects.com

Re: PBC Peanut Island Historic Coast Guard – REV 1

Dear Mr. Ayala:

Based on the scope provided to our office, the fee for RGD Consulting Engineers to provide mechanical, electrical and plumbing engineering documents suitable for obtaining a building permit is as follows:

Phase	MEP/LV
Schematic Design	\$ 17,200.00
Design Development	\$ 43,270.00
Construction Documents	\$ 106,940.00
Bidding/Permitting	\$ 16,990.00
Construction Administration	\$ 30,455.00
Sub Total	\$ 214,855.00
Estimated Reimb Expenses	\$ 1,500.00
Total	\$ 216,355.00

SCOPE OF SERVICES

The project is located on Peanut Island Park at 6500 Peanut Island Rd., Riviera Beach, Florida. The scope involves the 9,000 SF renovation of the coast guard station house and renovations to the coast guard boathouse and Kennedy Bunker. The Coast Guard House is 4-story, 2,184 SF and the 1-story boathouse s approximately 62' x 46'. This proposal is based on the RFP Palm Beach County RFP "Peanut Island Park Improvements".

One (1) site visit to review existing conditions is included.

The project shall be designed in REVIT, LOD 200 as defined by AIA and BIM Forum 2020 Specifications.

The Engineer shall prepare construction drawings and specifications for the HVAC systems. The plans shall include a plan view of the air distribution systems and equipment specifications suitable for obtaining a building permit. The deliverable shall include the Energy Code and Cooling Load calculations as appropriate to the building official.

The Engineer shall prepare construction drawings and specifications for the electrical system. The drawings shall include power plans, lighting plans, panel schedules, calculations, and riser diagrams, as related to the scope, suitable for obtaining a building permit. Our firm's lighting design for public spaces will consist of engineering the power and control circuits serving the various lighting systems based on layouts (reflective ceiling plans complete with lighting layouts) in electronic format, provided to our firm by the Architect. Fixture selections for all public shall be provided to our firm by others. Our firm will design all back of house

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spaces based on input received from the Architects and the Owner. RGD will confirm lighting levels as it relates to Code requirements and industry wide accepted engineering practices and will submit recommendations based on those requirements. RGD shall coordinate with the lighting designer, theatrics, and low voltage consultant on powering and coordinating consultants' design.

The Engineer shall prepare construction drawings and specifications for the Drain, Waste, Vent (DWV), domestic water systems, and fuel gas systems. The construction documents shall include plan and risers for the DWV, domestic water systems, and fuel gas systems suitable for obtaining a building permit. Service shall terminate five feet beyond the building foot print.

The Engineer shall provide Fire Alarm and Fire Protection Engineering Documents in accordance with Florida Administrative Code 61G15-32 for permit. The licensed fire alarm and fire sprinkler contractor will be required to submit fully engineered shop drawings (Fire Protection System Layout Documents) and calculations for final review and approval. Area of refuge two-way communication systems design is included as part of the fire alarm system if required by the project.

The Engineer shall prepare construction drawings and specifications for the Low Voltage systems. This shall include the following technology infrastructure: Wired/Wireless LAN, Cable Termination Points, Computer / Server / Telecom Room, Data Systems, CATV, Access Control, CCTV, and Audio Visual systems.

Construction documents will be prepared for building permit application, signed and sealed by a licensed Florida engineer. Any changes to the construction documents required by the building department prior to issuing the permit would be made at no additional cost. All other changes would be considered additional services.

The engineer shall prepare MEP record drawings throughout the duration of the construction phase. Record drawing shall incorporate any design changes required by the Contractor during construction issued in the form of an RFI. Re-submission to the building department as part of a revision is included. The engineer shall provide ownership with a final record set of documents that includes all design changes at project completion. A design change would not be considered a change related to field conditions or typical coordination that would be reflected in a contractors as-built drawing.

DESIGN DELIVERABLES

Schematic Design Phase:

- A narrative describing the MEP work required for Owner approval and as required to commence cost estimating efforts.
- Coordination with the Architects, the interior designer, and structural engineer as required in defining preliminary space requirements for MEP systems.
- Meetings and workshops with Government Agencies and Utility Companies to establish initial MEP design parameters and requirements.

Design Development Phase:

- HVAC ductwork and piping layouts will be shown on drawings to the zone level.
- Locations of major equipment and preliminary capacities will be indicated.
- Front of house lighting locations as prepared by the Architect/ID/Lighting designer for all Amenity and common areas. RGD will check lighting levels as it relates to Code compliance and will submit recommendations for any adjustments. Lighting will not be shown on the electrical drawings until the design is approved by the Architect and the Owner.
- Back of House lighting.
- Review with the authorities having jurisdiction as required to ensure code compliance.
- Plumbing drawings will consist of piping mains shown to the zone level.
- Panelboards, disconnects, receptacles, and data outlets will be located, but not circuited. Those requirements (other than code mandated criteria) will be based on information received from others.
- All major MEP equipment will be located on the drawings.

Construction Document Phase:

- HVAC duct drawings will be double line, complete to the diffuser level.

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- Final selections and specifications for all MEP equipment and systems.
- Power plans, lighting plans, outlets and devices will be completely circuited.
- Riser diagrams, panel schedules, lighting schedules, and details will be provided.
- Complete bound specifications for work included in Divisions 21, 22, 23, 26 and 28.
- Review with the authorities having jurisdiction prior to permit submission.
- Documentation as required to obtain the general building permits, to depict all work and to bid all work required for Divisions 21, 22, 23, 26 and 28.

Construction Administration Phase:

- Construction Administration phase is assumed to be 18 months. CA services and site visits beyond 18 months shall be charged additionally.
- Bi-Weekly 1 Hour BIM coordination meetings are included in our proposal
- Bi-Weekly 1 Hour OAC meetings are included in our proposal
- Three (3) site visits during the vertical construction period of the project are included. Field Observation reports will be issued for each inspection.
- One (1) final punch list in addition to the above site visits. Punch List may require multiple site visits which is included.
- Shop drawing/submittal review is included in our proposal.
- Incidental engineering support (answering RFI's, answering questions, and making clarifications) is included in our proposal.

SERVICES PROVIDED BY CLIENT

The Client shall assist the Engineer by furnishing at no cost to the Engineer, all available pertinent information including previous reports, as built drawings, legal descriptions of the property, floor plans and elevations, building sections, recent survey and any other data relative to performance of the above services which may be relied upon to verify existing conditions and/or new design. It is stipulated that the available drawings provided shall be substantially like the existing conditions. In the event that the existing conditions are not in concurrence with the documentation, the Engineer's fee may be adjusted accordingly as agreed upon by both parties.

COMPENSATION/PAYMENT SCHEDULE

Invoices for services rendered during design shall be presented monthly based on the percentage of completion for fixed fee items in addition to applicable reimbursable expenses incurred.

Invoices for services rendered during construction shall be billed in equal increments over the course of the construction period in addition to applicable reimbursable expenses incurred.

The construction administration fee for this project is based upon 18-month construction schedule. Extension of construction administration services beyond the listed duration may be subjected to additional services as agreed upon by both parties.

Payment is due and payable at the date of invoice. Payments which are not received within thirty (30) days from the date of the invoice will be considered delinquent and will be considered sufficient cause for the Engineer to discontinue performing and providing services until payment in full is received. If the Engineer is required to take action to collect past due invoices, the Client shall be liable for all costs and fees, including attorney and/or collection agency fees and expenses, incurred in pursuit and/or collection of any amounts past due.

To expediate invoices and reduce paper waste, RGD submits invoices via email in a PDF. We can also provide a paper copy via regular mail if requested. Please include the invoice number and RGD project number with all payments. Please provide the following information:

_____ Please email all invoices to _____

_____ Please copy _____

To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on this project.

REIMBURSABLE EXPENSES

The Engineer shall be reimbursed for any applicable out of pocket expenses including mileage, printing reproduction, courier fees and shipping costs.

EXCLUSIONS, QUALIFICATIONS, and KEY ASSUMPTIONS:

- The project shall be designed in REVIT, LOD 200. BIM Coordination meetings are included, if required, to support the contractor's BIM process and shall commence after a permit set of drawings has been completed. BIM beyond LOD 200 is not included in this proposal.
- A conformed set of record drawings is included. As built drawings based on contractor shop information is excluded.
- Material take offs and cost estimating is not included in our proposal.
- RGD will design and engineer the power and controls to support all necessary lighting systems for all common areas and front of house areas. Lighting design within these areas shall be provided to RGD by the architect or a separate consultant. The lighting design shall be included in an architectural reflected ceiling plan within the model that is shared with RGD. Reflected ceilings plans in the model shall consist of light fixture locations with tags that correspond to a light fixture schedule with model numbers, mounting heights, mounting method, lumen output and wattage.
- The lighting designer shall include a photometric analysis that RGD will review as the Engineer of Record for path of egress lighting code compliance for all front of house areas or areas that the lighting designer is responsible for. The Photometric analysis shall include both normal and emergency fixture lighting levels.
- RGD will design all back of house space lighting and lighting controls including lighting for the parking garage. RGD will provide photometric analysis for stairwells, corridors, back of house areas, and parking garage lighting if requested by the authority having jurisdiction to receive a building permit.
- Landscape and hardscape engineering shall consist of engineering of power and control circuits for lighting fixture selection and layout provided to our firm by the landscape architect.
- Exterior building lighting design, site lighting design, and roadway lighting design is excluded. Design for infrastructure, power, and lighting controls is included.
- It is anticipated that a "design to budget" clause will be required by the Owner. In order to comply with this requirement, construction budgets will need to be confirmed or reconciled at proper intervals during the design phases. This will require the services of a Construction Manager providing preconstruction and cost estimating services, costs estimator, and/or program/cost estimator.
- Fire sprinkler/fire protection engineering will consist of all criteria required by Florida Administrative Code 61G15-32, "Fire Protection Engineering Drawings."
- We have based our proposal and fees on MEP submittals being processed electronically.
- RGD will incorporate sustainable design for the project. LEED or NGBS administration is excluded.
- Value engineering-revisions to our drawings which are received in a timely manner and before completion of 50% CDs are included. Any revision after 50% CDs shall be treated as additional services.
- Engineering for additive or deductive alternates is excluded from our proposal.
- MEP design work for the Construction Document Phase (other than adjustments to the MEP spaces and establishing ceiling space requirements) will not commence until the Owner has approved the architectural floor plans and architectural reflective ceiling plans and comments have been received for the project.
- Engineering for multiple permit packages (in addition to the general building permit) including but not limited to foundation packages is excluded from our proposal.
- Revisions after the building permit submission will be performed as an additional service.
- With the exception of grease traps, emergency generators, landscape/surface parking lighting and secondary service conductors between the utility transformers and buildings, all MEP systems design will stop 5'-0" outside each building. All other systems will be designed by the Civil Engineer.
- Cellular Distributed Antenna System (DAS) design excluded
- Commissioning services are excluded.
- Structural engineering is excluded.

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- Power for a generator for life safety purposes as required by code will be provided.
- Fitness equipment design layouts are excluded. RGD will coordinate with fitness consultant to provide power.
- RGD will provide specification for a UL96A and NFPA 780 compliant lightning protection system. Design/shop drawings will be provided by a firm presently engaged in installation of UL or LPI certified lightning protection systems.
- A certificate of insurance will be provided upon award of the Project.

LIABILITY

This contract shall be governed by the laws of the State of Florida, and the venue for any actions arising out of the agreement would be Palm Beach County, Florida.

PURSUANT TO SECTION 558.0035 F.S., AN INDIVIDUAL EMPLOYEE OR AGENT OF RGD CONSULTING ENGINEERS MAY NOT BE HELD LIABLE FOR NEGLIGENCE ARISING OUT OF OR RELATED TO THIS AGREEMENT AND THE SERVICES PROVIDED.

TERMINATION

Either party may terminate this agreement by giving fourteen (14) days advanced written notice. The Engineer shall be paid for services rendered to the date of termination on the basis of a reasonable estimate of the portion of services completed prior to termination and shall be paid for all reasonable expenses resulting from such termination and for any unpaid reimbursable expenses.

ACCEPTANCE

Acceptance of this proposal may be indicated by the signature of a duly authorized official of the Client in the space provided below. One signed copy of this proposal returned to the Engineer will serve as an agreement between the two parties and as a notice to proceed. Should this proposal not be accepted within thirty (30) days from the date of this proposal, it shall become null and void.

Authorized Agent
Client



Mike Bishop, PE
Vice President of Engineering | RGD Consulting Engineers

Date _____

Date: August 29, 2025

RGD Consulting Engineers

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County Project Number2023-028778
ProjectPeaut Island Park Improvement
Proposer CompanyRGD Consulting Engineers

Staff Classification	Hourly rate	Schematic Design		Design Development		Construction Documents		Bidding/Permitting		Construction Administration	
		Hours	Fee Subtotal	Hours	Fees Subtotal	Hours	Fees Subtotal	Hours	Fees Subtotal	Hours	Fees Subtotal
MEP Engineer											
Principal Engineer	\$ 275.00		\$ -		\$ -		\$ -		\$ -		\$ -
Senior Engineer III	\$ 275.00	10	\$ 2,750.00	10	\$ 2,750.00	20	\$ 5,500.00	5	\$ 1,375.00	20	\$ 5,500.00
Senior Engineer II	\$ 205.00	35	\$ 7,175.00	20	\$ 4,100.00	50	\$ 10,250.00	10	\$ 2,050.00	10	\$ 2,050.00
Senior Engineer I	\$ 185.00		\$ -		\$ -		\$ -		\$ -		\$ -
Project Manager III	\$ 205.00		\$ -		\$ -		\$ -		\$ -		\$ -
Project Manager II	\$ 165.00	25	\$ 4,125.00	70	\$ 11,550.00	186	\$ 30,690.00	40	\$ 6,600.00	75	\$ 12,375.00
Project Manager I	\$ 145.00		\$ -		\$ -		\$ -		\$ -		\$ -
Engineer II	\$ 165.00		\$ -		\$ -		\$ -		\$ -		\$ -
Engineer I	\$ 155.00		\$ -		\$ -		\$ -		\$ -		\$ -
Designer III	\$ 145.00		\$ -		\$ -		\$ -		\$ -		\$ -
Designer II	\$ 135.00	20	\$ 2,700.00	137	\$ 18,495.00	271	\$ 36,585.00	30	\$ 4,050.00	40	\$ 5,400.00
Designer I	\$ 125.00		\$ -	51	\$ 6,375.00	187	\$ 23,375.00	19	\$ 2,375.00		\$ -
Construction Coordinator II	\$ 165.00		\$ -		\$ -		\$ -		\$ -	30	\$ 4,950.00
Construction Coordinator I	\$ 145.00		\$ -		\$ -		\$ -		\$ -		\$ -
Administrative	\$ 90.00	5	\$ 450.00		\$ -	6	\$ 540.00	6	\$ 540.00	2	\$ 180.00
Total Hours & Fee (per phase)			\$ 17,200.00		\$ 43,270.00		\$ 106,940.00		\$ 16,990.00		\$ 30,455.00

Phase	MEP/LV
Schematic Design	\$ 17,200.00
Design Development	\$ 43,270.00
Construction Documents	\$ 106,940.00
Bidding/Permitting	\$ 16,990.00
Construction Administration	\$ 30,455.00
Sub Total	\$ 214,855.00
Estimated Reimb Expenses	\$ 1,500.00
Total	\$ 216,355.00

RGD

CONSULTING
ENGINEERS

Billing rates

	Hourly Pay	Multiplier	Hourly Rate
Principal Engineer	\$ 91.97	2.99	\$ 275.00
Senior Engineer III	\$ 91.97	2.99	\$ 275.00
Senior Engineer II	\$ 68.56	2.99	\$ 205.00
Senior Engineer I	\$ 61.87	2.99	\$ 185.00
Project Manager III	\$ 68.56	2.99	\$ 205.00
Project Manager II	\$ 55.18	2.99	\$ 165.00
Project Manager I	\$ 48.49	2.99	\$ 145.00
Engineer II	\$ 55.18	2.99	\$ 165.00
Engineer I	\$ 51.84	2.99	\$ 155.00
Designer III	\$ 48.49	2.99	\$ 145.00
Designer II	\$ 45.15	2.99	\$ 135.00
Designer I	\$ 41.81	2.99	\$ 125.00
Construction Coordinator II	\$ 55.18	2.99	\$ 165.00
Construction Coordinator I	\$ 48.49	2.99	\$ 145.00
Administrative	\$ 30.10	2.99	\$ 90.00

RGD Multiplier Calculation	
Element	Multiplier Range
Base Salary	1.02
Overheads	1.10
Non- Chargeable time	0.25
Marketing	0.20
E & O Risk Mitigation	0.11
Staffing	0.21
Profit and Dividends	0.10
Total	2.99

The above is true and correct to the best of my knowledge.



Michael Bishop, PE
VP of Engineering

Date: 1/22/2025

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Professional Services Agreement

Date: 9/3/2025
Name of Project: Peanut Island Improvements PBC Project# 2023-028778
Client Name: REG Architects
Client Address: 120 S. Olive
Suite 210
West Plam Beach, Florida 33401
Client Contact: 561- 659-2383
Email: rgonzalez@regarchitects.com
Type of Project: Government Services/ Institutional/Recreational Use
Property: Recreational
Lot Size: +- 4.33 Acres (Palm Beach County)

Brief Description:

Phase I - Initial Due Diligence

Task 1: Initial Due Diligence/Standards/ Schematic Design:
Analysis of existing site elements for siting of and designing recreational type campus located on Peanut Island, Palm Beach County. Including but not limited to existing Historic Buildings, Office, Training facilities, Storage, Pedestrian and Vehicular circulation, Green space, docking and loading calculations utilities, Analysis of Property Size, Access, Comprehensive Land Use and Zoning Designations and Development potential and or restrictions. Prepare written Planning & Zoning Development parameter's including standards for Development including but not limited to: Land use, Zoning, Permitted Uses, Setbacks, Building Coverage, Building Coverage, Floor to Area Ratios, required parking, etc. Schematic Design preparation. Coordination with owner and other consultants. Present options for further discussion and rate level of required amendments and timeframes if necessary.

Phase II- Design Development:

Task2: Site Plan Layouts, Meetings, Coordination and Presentations
Task3: Site Inventory, Tree Mitigation, Arborist report.
Task4: Hardscape, Planters, Furniture, Paver Surfaces.

Phase III- Construction Documents:

Task5: Landscape Plans and Irrigation Plans and Specifications
Task6: Construction Administration

Fee Estimate: The above services Tasks 1-6 will be completed on an Hourly basis with a not to exceed cap of \$ 72,709.12

Hourly Rates:	Principal	\$250.00	Landscape Architect	\$100.00
	Senior Planner	\$200.00	CAD Technician	\$ 75.00
	Planner	\$150.00	Administrative	\$ 55.00
	Sr. Landscape Architect	\$125.00		

1551 N Flagler Drive Suite 102, West Palm Beach, FL 33401 ■ T: 561.684.6141 | E: jschmidt@snlandplan.com

Reimbursable: Photography/ Reproduction/Printing/Mileage/Color Graphics

Payment:
Payment for all services rendered is required within thirty (30) days of receipt of billing statement. If the project described in this contract is for any reason terminated or delayed beyond a reasonable time. SchmidtNichols reserves the right to bill and be paid for that portion of the documents and services that have been completed.

Acceptance:
If the terms of this additional work agreement are acceptable and in order to proceed forward, please have and authorized representative of the client sign one (1) copy and return it along with a \$ 5,000.00 retainer which will be credited towards monthly invoicing.

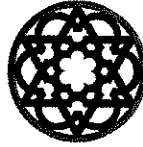
Accepted by: _____
Jon Schmidt
Date: _____

Accepted by: _____
Date: _____



Project # 2023-028778 Peanut Island Improvement Project -Palm Beach County, Florida
January 30, 2025 Rev. 5/09/25

SCOPE OF WORK ESTIMATE	Fee Estimate	Estimated Hours							Total Hours	Total Estimated Fee	Comments
		Principal	Sr. Planner	Planner	Sr. Landscape Architect	Landscape Architect	CAD Tech Drafter	Admin			
Phase I -Schematic Design											
Task 1 - Due Dillgence/Research/Standards/Schematic Design	\$ 8,169.32	4.0	4.0	0.0	30.0	12.0	16.0	4.0	70	\$8,169.32	ULDC Standards
Phase II- Design Development											
Task 2 - Site Plan Layouts, Meetings, Comments, Presentations	\$ 12,469.16	14.0	1.0	0.0	30.0	24.0	32.0	4.0	105	\$ 12,469.16	Layouts, Presentations
Task 3 - Site Inventory- Tree Mitigation - Arborist Report	\$ 8,419.29	4.0	0.0	0.0	24.0	24.0	24.0	4.00	80	\$ 8,419.29	Ext. Mat., Health, Dispo
Task 4 - Harscape, Planters, Furnature, Pavements	\$ 7,769.57	12.0	0.0	0.0	18.0	18.0	7.4	3.00	58	\$ 7,769.57	Mat. Selection & Spec
Subtotal Design Development	\$ 28,658.02									\$ 28,658.02	
Phase III - Construction Documents											
Task 5 - CD's Landscape and Irrigation	\$ 26,717.57	8.0	0.0	0.0	60.0	80.0	120.0	4.00	272	\$ 26,717.57	Design and Spec.
Task 6 - Construction Administraitoin	\$ 9,164.21	4.0	0.0	0.0	20.0	40.0	20.0	3.00	87	\$ 9,164.21	RFI., Inspect., Reports
Subtotal Construction Documents	\$ 35,881.78									\$ 35,881.78	
Total Hours:	672.4	46.0	5.0	0.0	182.0	198.0	219.4	22.0	672		
Raw Rate		90.91	72.72	54.54	45.45	36.36	27.27	20.00			
Mulpter		2.75	2.75	2.75	2.75	2.75	2.75	2.75			
Rate/Hour:		\$250	\$200	\$150	\$125	\$100	\$75	\$55			
										\$72,709.12	
Reimburseable Expenses										\$ -	
Grand Total										\$ 72,709.12	



KSK PRESERVATION
HISTORIC RESTORATIONS & CONSULTING

January 30, 2025

Mr. Rick Gonzalez, President
REG Architects
120 South Olive Avenue, Suite 210
West Palm Beach, FL 33401

RE: Historic Preservation Planning Services for Peanut Island,
Project #2023-028778

Dear Mr. Gonzalez:

KSK Preservation is pleased to submit this Fee Proposal for providing historic preservation consulting services to REG Architects (hereinafter "the Firm") in relation to the Peanut Island Project for Palm Beach County, which includes the repair and renovation of the Coast Guard Station House, Coast Guard Boat House, and Kennedy bunker. The project also intends to provide cultural and historical exhibits and interpretation of the island with the intent to increase recreational activities and tourism to the island.

SCOPE OF SERVICES

- Provide support as needed for restoration plans in conjunction with the Firm's architects, engineers, and development team as it relates to all historic structures and landscapes on the island
- Prepare a National Register of Historic Places nomination for the island, collaborating with staff from the Division of Historical Resources (SHPO)
- Provide technical assistance to the museum components/exhibits design team as needed
- Assist with grant application identification and preparation
- Collaborate with the Firm's team to ensure adherence to the "Resiliency and Sustainability in County Capital Construction Projects" pursuant to Florida Statutes 255.2575.

KATHLEEN SLESNICK KAUFFMAN
Principal

e: kathleen@kskpreservation.com
p: 305.761.8112
w: kskpreservation.com

2701 Ponce de Leon Blvd, Suite 200
Coral Gables, FL 33134

- In coordination with other team members, identify potential trails, markers and other site-specific improvements as they relate to the interpretation of the historic buildings and landscape
- Appear as needed with the Firm's team for presentations to County staff and/or Commission.

FEES

- Preparation of National Register nomination, including collaborating with County staff and state SHPO staff (inclusive of preparing the PSIQ, historic narratives, photo documentation, mapping, preparation or updating of Florida Master Site File forms, and all components of the nomination itself) - **\$25,000**
- Identify and prepare historic preservation grants, as directed by County Staff (inclusive of research, grant application preparation, correspondence with grant agencies, collection of letters of support and other additional materials as needed or required for submittal) - **\$2500 per grant application**
- Travel to Palm Beach County (including gas, meals, hotel, travel time *and* work time, so days spent in Palm Beach County I will not be billing you hourly also) - **\$700 per full day/night stay, \$400 for half days**. It is anticipated to have a total of up to 10 full days on site on the island or working with the team at REG offices.
- Providing support as needed by the Firm's team, including collaboration on building restoration, resiliency plans, site improvements for enhanced educational opportunities, potential trail identification, markers and text creation, and digital content – **billed at a rate of \$110 an hour**. The anticipated time to assist the development team is not expected to exceed 80 hours.

Assuming KSK Preservation provides grant services for up to ***two grants (\$5,000)***, logs 10 full days in travel (***\$7000***), completes a National Register nomination for multiple resources (***\$25,000***) and provides 80 additional hours of working with the Firm's team (***\$8,800***), the ***total Scope of Services should not exceed \$45,800***.

KSK Preservation would like to reserve the right to renegotiate billable hours in the event additional services are required, for example if the County wants us to prepare additional grant applications.
Fees will be billed monthly; invoices must be paid within 20 days of receipt.

Sincerely,

Kathleen Slesnick Kauffman, Principal
KSK Preservation, Inc.

Accepted and Authorized to Proceed
REG Architects

Date

**Ricardo Gonzalez
REG Architects Inc.
120 S Olive Avenue
West Palm Beach, Florida 33401
Phone: 561-659-5546 Ext. 30
Email: rgonzalez@regarchitects.com**

Proposal for Geotechnical Exploration

**PBC Peanut Island Historic Coast Guard Station Park Improvement
6500 Peanut Island Rd, Riviera Beach, Florida**

**Proposal No. 24-4510.00
Opportunity No. 3730.0125.00021**

January 22, 2025





January 21, 2025

Ricardo Gonzalez
REG Architects Inc.
120 S Olive Avenue
West Palm Beach, FL 33401
Phone: 561-659-5546 Ext. 30
Email: rgonzalez@regarchitects.com

RE: Proposal for Geotechnical Exploration
PBC Peanut Island Historic Coast Guard Station Park Improvement
6500 Peanut Island Rd, Riviera Beach, FL 33404
Proposal No. 24-4510.00
Opportunity No. 3730.0125.00021

Dear Mr. Gonzalez:

Universal Engineering Sciences (UES) appreciates the opportunity to become a part of your project team. Our team of professionals is dedicated to making this project a success, both on schedule and within budget. We are proud of our commitment to maintaining the highest levels of customer service and client satisfaction, and respectfully submit the following for your consideration.

PROJECT INFORMATION

It is UES's understanding that this project is to consist of approximately 9,000 sf of renovation to the Coast Guard Station House and renovations to both the Coast Guard Boathouse and Kennedy Bunker located within Peanut Island in Palm Beach County, Florida. UES understands that the Coast Guard House (built in 1937) is a wood-framed structure that is 4-stories in height and has a footprint of approximately 2,184 square feet. The one story plus loft Boathouse is approximately 62 ft. x 46 ft. and was also constructed in 1937 with a railed marine launch way. The bunker, which was constructed in 1961, served as a bomb shelter for President John F. Kennedy during the Cuban Missile Crisis.

GEOTECHNICAL EXPLORATION

Exploration is to consist of four (4) Standard Penetration Test (SPT) borings as close as possible to the structures for this geotechnical study. The borings will be completed with a tripod mounted drilling equipment. The depths are needed to evaluate the nature of the subsurface soils and general subsurface conditions for the proposed development. The borings will be performed to depths of 20 feet below grade.

Underground utility clearance will be required prior to commencing the drilling of the SPT borings. Therefore, UES will contact "Sunshine One-Call" Service to obtain underground public utility clearance. UES requests to be notified of the location of any existing private underground utilities and/or structures in the exploratory area prior to the field work. UES will not be responsible for private and/or public underground utilities and/or structures not identified to the field crews.

PURPOSE

The purpose of the services on this project is to explore the subsurface soil/rock conditions and provide foundation recommendations of soil engineering parameters to be used in evaluation of the site for the proposed construction.

PROPOSED SCOPE OF SERVICES

The geotechnical exploration and report shall include the following at a minimum:

- Perform four (4) standard penetration test (SPT) borings. The borings will be completed to depths of 20 feet below existing grade. The borings will be performed utilizing a tripod mounted drilling equipment. The SPT borings will be used as an investigative tool.
- A software-generated and plotted log of each boring will be prepared.
- Prepare a site plan showing the approximate test locations.
- Summarize the activities on this project in the form of a Geotechnical Report which will include test procedures used, data collected, evaluation of subsurface soil conditions, and engineering recommendations for the proposed construction.
- Provide recommended site preparation procedures and imported fill requirements.

An estimated LUMP SUM for the scope of services detailed above is \$8,450.00.

Please Note: This estimate is based on transport to the Island for our tripod equipment requiring a boat only. If permits or other constraints are required, they will be billed at cost + 15%. We have assumed that our fieldwork can be performed during normal business hours.

UES will not exceed the fee stated above unless the encountered soils are significantly different than those anticipated, the site is not accessible to truck mounted drilling equipment and/or if the report will require additional hours for engineering analysis due to the encountered soils being significantly different than those anticipated. The additional services and their cost shall be negotiated.

Our proposal does not include an allowance for horizontal and vertical survey control for the test boring locations. Our field crew will locate the test locations based on estimated distances and relationships to obvious landmarks. Therefore, the test locations and depths should be considered accurate to the degree of the methodologies used. UES strongly recommends horizontal and vertical survey control for the test boring locations to improve the usefulness of the soil and groundwater information during the civil engineering design of the site. UES will not be responsible for the performance of any site improvements designed and constructed based on the reported soil and groundwater depths without horizontal and vertical survey control.

HOURLY PAY RATE

Should other services be needed, the following rates may apply:

Geotechnical Engineer, per hour.....	\$250
Project Manager, per hour.....	\$110
Additional SPT Borings, per foot (minimum 20 ft.)	\$40
Administrative, per hour	\$65

- Notes:
- 1. Additional services, consultations, or meetings if requested, will be invoiced at the rates above.
 - 2. This fee proposal will remain effective for 60 days. If you should require more than 60 days to formally authorize us to proceed, we request that you permit us to update our proposal to account for any changes in costs.
 - 3. We have made a good faith effort to work with you to develop a work scope and fee estimate. Because of the possibility of unknown, discovered, underground conditions and/or the need for additional services that neither you nor we can currently foresee, we recommend that you budget a contingency equal to 15% of the total fee estimate. We will not use the contingency amount without first notifying you.

CONDITIONS AND QUALIFICATIONS

UES's terms are COD (credit cards are accepted) unless a credit application has been approved or credit has been previously established. If credit is established, our terms will be net-30 days. All UES services must be paid for in full, including final letter, prior to delivery of any Final Letters of Compliance. Reports will be distributed electronically. Hard copies of reports can be provided upon request and will be billed at \$75 per physical copy. The pricing contained herein is subject to change if this proposal is not authorized within 90 days of the date of this proposal. If more than 90 days have passed since the date of this proposal, please contact us for an updated proposal.

AUTHORIZATION

All services will be conducted in accordance with this proposal and attached Terms and Conditions. To initiate services, please complete and return the included Proposal Acceptance Agreement form. The Terms and Conditions are part of this agreement. **The signed proposal acceptance agreement form must be received by UES via fax or email prior to any work being performed, and an original copy must be received before completed reports can be distributed.**

CLOSING

UES appreciates the opportunity to submit this proposal and looks forward to working with you as a member of the project team. Please contact the undersigned at 561.347.0070 if you have any questions or comments.

From our team to yours,

UES
Florida Registry No. 4930

Estela León Aguilar

Estela G. León Aguilar, M.S., P.E.
Senior Geotechnical Engineer
Geotechnical Department Manager

Attachments: UES General Conditions



Description of Services: Geotechnical Exploration
Project Name: PBC Peanut Island Historic Coast Guard Station Park Improvement
Project Locations: 6500 Peanut Island Rd, Riviera Beach, FL 33404
UES Proposal No.: 24-4510.00
Proposal Date: January 22, 2025

APPROVAL & PAYMENT OF CHARGES

I CERTIFY THAT THE CLIENT BILLING INFORMATION LISTED ON PAGE 2 OF THIS DOCUMENT IS ACCURATE

CLIENT BILLING INFORMATION: (if different from page 2 of this document)

Company: _____
Attention: _____ Title: _____
Address: _____
City, State, Zip: _____
Phone: _____ Fax: _____
Email: _____
Permit No.: (please fill in) _____

PROPERTY OWNER IDENTIFICATION: (If other than above)

Name: _____
Address: _____
Telephone: _____ Fax: _____

PAYMENT METHOD: (Note: Credit card charges will include a 2.5% administrative fee)

☐ Net30 (only if credit has been established) ☐ Cash ☐ Check Number _____
Credit Card: ☐ Visa ☐ Master Card ☐ Discover ☐ American Express
Credit Card Number _____ CVV Code _____ Exp. Date _____
Card Holder Name _____ Card Holder Signature _____

Universal Engineering Sciences (UES) reserves the right to withhold all reports until such time as we receive a signed Proposal Acceptance Agreement or other written authorization referencing this in its entirety. This AGREEMENT, the proposal and terms and conditions constitute the entire agreement between the client and UES and supersede all prior written or oral understanding. Please note that pricing is valid for a period of ninety (90) days from proposal date.

The below signed, having full legal authority to bind the Client identified in the foregoing Proposal Agreement, has read the foregoing Proposal Agreement and hereby agrees to all of the terms and conditions contained in UES' Standard Terms and Conditions attached hereto as Exhibit "A" which are incorporated herein by reference as a fundamental and material part of the Proposal Agreement. The Client agrees and understands that UES' Standard Terms and Conditions have been established in a large measure to allocate certain risks between Client and UES and UES will not initiate services without Client's execution of agreement to the terms of the Proposal Agreement and the Standard Terms and Conditions and other terms and conditions set forth in this Agreement.

PURSUANT TO FLORIDA STATUTE 558.0035, A DESIGN PROFESSIONAL, AS DEFINED IN FLORIDA STATUTE 558.002, ACTING AS AN INDIVIDUAL EMPLOYEE OR AGENT OF UNIVERSAL ENGINEERING SCIENCES MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

AUTHORIZED SIGNATURE: _____
PRINTED NAME & TITLE: _____
DATE ACCEPTED: _____ (See below for service line acceptance)

SERVICES ACCEPTED: GEO _____
(Check accepted service line(s). If none are selected, UES assumes all services have been accepted.)

ADDITIONAL SERVICES OFFERED BY UES

GEOTECHNICAL ENGINEERING

- Foundation Design & Analysis
- SPT, CPT & Auger Drilling
- Pile Monitoring
- Vibration Monitoring
- Percolation Testing
- Groundwater Monitoring Wells

INSPECTIONS

- Special Inspections
- Threshold Inspections
- Private Provider Plan Review & Inspections
- Roof Testing & Pull Testing
- NPDES Inspections
- SWPPP (Storm water pollution prevention plan)
- SPCC (Spill prevention, control, and Countermeasure)
- Fireproofing Inspections
- Paint Thickness Inspections

ENVIRONMENTAL SERVICES

- Phase 1 & 2 Site Assessments
- Tank Closures
- Soil Management Plans
- Remedial Action Plans
- Site Remediation Oversight
- Site Assessment Reports
- Asbestos, Lead, Radon Testing
- Mold Testing
- Indoor Air Quality

BUILDING ENVELOPE & FACILITIES CONSULTING

- Residential/Commercial Waterproofing and Pre-Cladding Inspections
- Building Envelope Plan Review, Waterproof Inspections & Consulting
- ASTM Door & Window Chamber Testing
- Moisture Intrusion Assessments & Consulting
- Infrared Camera Inspections & Moisture Mapping
- Blower Door and Duct Leakage Testing
- HERS Ratings
- ENERGY STAR & 45L
- IECC Compliance
- Energy Calculations, Duct Layouts & Mechanical Consulting
- Pre & Post Construction Photo Surveys of Existing Conditions - Vibration Monitoring
- Property Management Support - Moisture, Indoor Air, Mold, Radon, Lead & Asbestos
- Safety Consulting and Inspections
- Property Condition Assessment (PCA)
- GPR (ground Penetrating Radar)

CONSTRUCTION MATERIAL TESTING

- Concrete Testing
 - Soil Testing
 - Floor Flatness & Levelness
 - Turbidity Monitoring
 - Asphalt Testing
- *CMEC, USACE, and FDOT Certified

LICENSED & CERTIFIED PROFESSIONALS

- Professional Engineers
- Thermographers
- Geologists
- Buildings Inspectors and Plans Examiners (Structural & MEP)
- Mold, Lead, Radon, Asbestos Technicians
- Certified Industrial Hygienists
- ACI and CTQP Certified Soils & Concrete Lab Technicians
- ACI and CTQP Certified Soils Technicians
- ACI and CTQP Certified Concrete Technicians
- CTQP Certified Asphalt Technicians
- Sealed Wall Cladding Technicians
- Blower Door/Duct Leakage Technicians

Per Terms & Conditions of Prime Contract

UES Professional Solutions, LLC GENERAL CONDITIONS

SECTION 1: RESPONSIBILITIES 1.1 UES Professional Solutions, LLC, and its affiliated companies ("UES"), is responsible for providing the services described under the Scope of Services. The term "UES" as used herein includes all of UES's agents, employees, professional staff, and subcontractors. 1.2 The Client or a duly authorized representative is responsible for providing UES with a clear understanding of the project nature and scope. The Client shall supply UES with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys, plans and specifications, and designs, to allow UES to properly complete the specified services. The Client shall also communicate changes in the nature and scope of the project as soon as possible during performance of the work so that the changes can be incorporated into the work product. 1.3 The Client acknowledges that UES's responsibilities in providing the services described under the Scope of Services section is limited to those services described therein, and the Client hereby assumes any collateral or affiliated duties necessitated by or for those services. Such duties may include, but are not limited to, reporting requirements imposed by any third party such as federal, state or local entities, the provision of any required notices to any third party, or the securing of necessary permits or permissions from any third parties required for UES's provision of the services so described, unless otherwise agreed upon by both parties in writing.

SECTION 2: STANDARD OF CARE 2.1 Services performed by UES under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of UES's profession practicing contemporaneously under similar conditions in the locality of the project. No other warranty, express or implied, is made. 2.2 Execution of this document by UES is not a representation that UES has visited the site, become generally familiar with local conditions under which the work is to be performed, or correlated personal observations with the requirements of the Scope of Services. It is the Client's responsibility to provide UES with all information necessary for UES to provide the services described under the Scope of Services, and the Client assumes all liability for information not provided to UES that may affect the quality or sufficiency of the services so described.

SECTION 3: SITE ACCESS AND SITE CONDITIONS 3.1 Client will grant or obtain free access to the site for all equipment and personnel necessary for UES to perform the work set forth in this Agreement. The Client will notify any possessors of the project site that Client has granted UES free access to the site. UES will take reasonable precautions to minimize damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur, and the correction of such damage is not part of this Agreement unless so specified in the Scope of Services. 3.2 The Client is responsible for the accuracy of locations for all subterranean structures and utilities. UES will take reasonable precautions to avoid known subterranean structures, and the Client waives any claim against UES, and agrees to defend, indemnify, and hold UES harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate UES for any time spent or expenses incurred by UES in defense of any such claim with compensation to be based upon UES's prevailing fee schedule and expense reimbursement policy.

SECTION 4: BILLING AND PAYMENT 4.1 UES will submit invoices to Client monthly or upon completion of services. Invoices will show charges for different personnel and expense classifications. 4.2 Payment is due 30 days after presentation of invoice and is past due 31 days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1 ½ %) per month, or the maximum rate allowed by law, on past due accounts. 4.3 If UES incurs any expenses to collect overdue billings on invoices, the sums paid by UES for reasonable attorneys' fees, court costs, UES's time, UES's expenses, and interest will be due and owing by the Client.

SECTION 5: OWNERSHIP AND USE OF DOCUMENTS 5.1 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, as instruments of service, shall remain the property of UES. Neither Client nor any other entity shall change or modify UES's instruments of service. 5.2 Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose. 5.3 UES will retain all pertinent records relating to the services performed for a period of five years following submission of the report or completion of the Scope of Services, during which period the records will be made available to the Client in a reasonable time and manner. 5.4 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, are prepared for the sole and exclusive use of Client, and may not be given to any other entity, or used or relied upon by any other entity, without the express written consent of UES. Client is the only entity to which UES owes any duty or duties, in contract or tort, pursuant to or under this Agreement.

SECTION 6: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS 6.1 Client represents that a reasonable effort has been made to inform UES of known or suspected hazardous materials on or near the project site. 6.2 Under this agreement, the term hazardous materials include hazardous materials, hazardous wastes, hazardous substances (40 CFR 261.31, 261.32, 261.33), petroleum products, polychlorinated biphenyls, asbestos, and any other material defined by the U.S. EPA as a hazardous material. 6.3 Hazardous materials may exist at a site where there is no reason to believe they are present. The discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. The discovery of unanticipated hazardous materials may make it necessary for UES to take immediate measures to protect health and safety. Client agrees to compensate UES for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials. 6.4 UES will notify Client when unanticipated hazardous materials or suspected hazardous materials are encountered. Client will make any disclosures required by law to the appropriate governing agencies. Client will hold UES harmless for all consequences of disclosures made by UES which are required by governing law. In the event the project site is not owned by Client, Client it is the Client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials. 6.5 Notwithstanding any other provision of the Agreement, Client waives any claim against UES, and to the maximum extent permitted by law, agrees to defend, indemnify, and save UES harmless from any claim, liability, and/or defense costs for injury or loss arising from UES's discovery of unanticipated hazardous materials or suspected hazardous materials including any costs created by delay of the project and any cost associated with possible reduction of the property's value. Client will be responsible for ultimate disposal of any samples secured by UES which are found to be contaminated.

SECTION 7: RISK ALLOCATION 7.1 Client agrees that UES's liability for any damage on account of any breach of contract, error, omission, or professional negligence will be limited to a sum not to exceed \$50,000 or UES's fee, whichever is greater. If Client prefers to have higher limits on contractual or professional liability, UES agrees to increase the limits up to a maximum of \$1,000,000.00 upon Client's written request at the time of accepting UES's proposal provided that Client agrees to pay an additional consideration of four percent of the total fee, or \$1,200.00, whichever is greater. If Client prefers a \$2,000,000.00 limit on contractual or professional liability, UES agrees to increase the limits up to a maximum of \$2,000,000.00 upon Client's written request at the time of accepting UES's proposal provided that Client agrees to pay an additional consideration of four percent of the total fee, or \$2,000.00, whichever is greater. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance. 7.2 Client shall not be liable to UES and UES shall not be liable to Client for any incidental, special, or consequential damages (including lost profits, loss of use, and lost savings) incurred by either party due to the fault of the other, regardless of the nature of the fault, or whether it was committed by Client or UES, their employees, agents, or subcontractors; or whether such liability arises in breach of contract or warranty, tort (including negligence), statutory, or any other cause of action. 7.3 As used in this Agreement, the terms "claim" or "claims" mean any claim in contract, tort, or statute alleging negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or any other act giving rise to liability.

SECTION 8: INSURANCE 8.1 UES represents it and its agents, staff and consultants employed by UES, is and are protected by worker's compensation insurance and that UES has such coverage under public liability and property damage insurance policies which UES deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, UES agrees to indemnify and save Client harmless from and against loss, damage, or liability arising from negligent acts by UES, its agents, staff, and consultants employed by it. UES shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance or the limits described in Section 7, whichever is less. The Client agrees to defend, indemnify, and save UES harmless for loss, damage or liability arising from acts by Client, Client's agents, staff, and others employed by Client. 8.2 Under no circumstances will UES indemnify Client from or for Client's own actions, negligence, or breaches of contract. 8.3 To the extent damages are covered by property insurance, Client and UES waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance.

Per Terms & Conditions of Time Contract

SECTION 9: DISPUTE RESOLUTION 9.1 All claims, disputes, and other matters in controversy between UES and Client arising out of or in any way related to this Agreement will be submitted to mediation or non-binding arbitration, before and as a condition precedent to other remedies provided by law. **9.2** If a dispute arises and that dispute is not resolved by mediation or non-binding arbitration, then: (a) the claim will be brought in the state or federal courts having jurisdiction where the UES office which provided the service is located; and (b) the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees, expert witness fees, and other claim related expenses.

SECTION 10: TERMINATION 10.1 This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or in the case of a force majeure event such as terrorism, act of war, public health or other emergency. Such termination shall not be effective if such substantial failure or force majeure has been remedied before expiration of the period specified in the written notice. In the event of termination, UES shall be paid for services performed to the termination notice date plus reasonable termination expenses. **10.2** In the event of termination, or suspension for more than three (3) months, prior to completion of all reports contemplated by the Agreement, UES may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expense of termination or suspension shall include all direct costs of UES in completing such analyses, records, and reports.

SECTION 11: REVIEWS, INSPECTIONS, TESTING, AND OBSERVATIONS 11.1 Plan review, private provider inspections, and building inspections are performed for the purpose of observing compliance with applicable building codes. Threshold inspections are performed for the purpose of observing compliance with an approved threshold inspection plan. Construction materials testing ("CMT") is performed to document compliance of certain materials or components with applicable testing standards. UES's performance of plan reviews, private provider inspections, building inspections, threshold inspections, or CMT, or UES's presence on the site of Client's project while performing any of the foregoing activities, is not a representation or warranty by UES that Client's project is free of errors in either design or construction. **11.2** If UES is retained to provide construction monitoring or observation, UES will report to Client any observed work which, in UES's opinion, does not conform to the plans and specifications provided to UES. UES shall have no authority to reject or terminate the work of any agent or contractor of Client. No action, statements, or communications of UES, or UES's site representative, can be construed as modifying any agreement between Client and others. UES's performance of construction monitoring or observation is not a representation or warranty by UES that Client's project is free of errors in either design or construction. **11.3** Neither the activities of UES pursuant to this Agreement, nor the presence of UES or its employees, representatives, or subcontractors on the project site, shall be construed to impose upon UES any responsibility for means or methods of work performance, superintendence, sequencing of construction, or safety conditions at the project site. Client acknowledges that Client or its contractor is solely responsible for project jobsite safety. **11.4** Client is responsible for scheduling all inspections and CMT activities of UES. All testing and inspection services will be performed on a will-call basis. UES will not be responsible for tests and inspections that are not performed due to Client's failure to schedule UES's services on the project, or for any claims or damages arising from tests and inspections that are not scheduled or performed.

SECTION 12: ENVIRONMENTAL ASSESSMENTS Client acknowledges that an Environmental Site Assessment ("ESA") is conducted solely to permit UES to render a professional opinion about the likelihood or extent of regulated contaminants being present on, in, or beneath the site in question at the time services were conducted. No matter how thorough an ESA study may be, findings derived from the study are limited and UES cannot know or state for a fact that a site is unaffected by reportable quantities of regulated contaminants as a result of conducting the ESA study. Even if UES states that reportable quantities of regulated contaminants are not present, Client still bears the risk that such contaminants may be present or may migrate to the site after the ESA study is complete.

SECTION 13: SUBSURFACE EXPLORATIONS 13.1 Client acknowledges that subsurface conditions may vary from those observed at locations where borings, surveys, samples, or other explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by UES will be based solely on information available to UES at the time of service. UES is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed or provided by UES. **13.2** Subsurface explorations may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated zone and links it to an aquifer, underground stream, or other hydrous body not previously contaminated. UES is unable to eliminate totally cross-contamination risk despite use of due care. Since subsurface explorations may be an essential element of UES's services indicated herein, Client shall, to the fullest extent permitted by law, waive any claim against UES, and indemnify, defend, and hold UES harmless from any claim or liability for injury or loss arising from cross-contamination allegedly caused by UES's subsurface explorations. In addition, Client agrees to compensate UES for any time spent or expenses incurred by UES in defense of any such claim with compensation to be based upon UES's prevailing fee schedule and expense reimbursement policy.

SECTION 14: SOLICITATION OF EMPLOYEES Client agrees not to hire UES's employees except through UES. In the event Client hires a UES employee within one year following any project through which Client had contact with said employee, Client shall pay UES an amount equal to one-half of the employee's annualized salary, as liquidated damages, without UES waiving other remedies it may have.

SECTION 15: ASSIGNS Neither Client nor UES may delegate, assign, sublet, or transfer its duties or interest in this Agreement without the written consent of the other party.

SECTION 16: GOVERNING LAW AND SURVIVAL 16.1 This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which the UES office performing the services hereunder is located. **16.2** In any of the provisions of this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired and will survive. Limitations of liability and indemnities will survive termination of this agreement for any cause.

SECTION 17: INTEGRATION CLAUSE 17.1 This Agreement represents and contains the entire and only agreement and understanding among the parties with respect to the subject matter of this Agreement and supersedes any and all prior and contemporaneous oral and written agreements, understandings, representations, inducements, promises, warranties, and conditions among the parties. No agreement, understanding, representation, inducement, promise, warranty, or condition of any kind with respect to the subject matter of this Agreement shall be relied upon by the parties unless expressly incorporated herein. **17.2** This Agreement may not be amended or modified except by an agreement in writing signed by the party against whom the enforcement of any modification or amendment is sought.

SECTION 18: WAIVER OF JURY TRIAL Both Client and UES waive trial by jury in any action arising out of or related to this Agreement.

SECTION 19: INDIVIDUAL LIABILITY PURSUANT TO FLORIDA STAT. 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF UES MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

Revised 11.5.24



REPORT DISTRIBUTION INFORMATION REQUEST FORM

Date _____
Attention _____
Project _____

UES Project # _____
Fax # _____
Permit # _____

The following Names, Addresses and Permit Numbers need to be supplied in order to assist in the distribution of reports for your project. Your cooperation in responding quickly will ensure no delay in the completion of your construction operations and the distribution of all your reports.

***Note:** Reports will be distributed electronically. Hard copies of reports can be provided upon request and will be billed at \$75 per physical copy. Hard copies of Blower Door Testing reports will not be distributed unless specifically requested. A field report will be provided upon completion of the test.*

CLIENT INFORMATION

Attention: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone #: _____
Please Choose from the Following Options
☐Electronic Copy (via email)
Email: _____

GENERAL CONTRACTOR

Attention: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone #: _____
Please Choose from the Following Options
☐Electronic Copy (via email)
Email: _____

ARCHITECT OF RECORD

Attention: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone #: _____
Please Choose from the Following Options
☐Electronic Copy (via email)
Email: _____

BUILDING DEPARTMENT

Attention: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone #: _____
Please Choose from the Following Options
☐Electronic Copy (via email)
Email: _____

ENGINEER OF RECORD

Attention: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone #: _____
Please Choose from the Following Options
☐Electronic Copy (via email)
Email: _____

OTHER

Attention: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone #: _____
Please Choose from the Following Options
☐Electronic Copy (via email)
Email: _____

Please remit the completed form to your local Team UES Representative.



Environmental & Earth Sciences
Sustainable Infrastructure Solutions
Geophysical Technologies

January 30, 2025

Mr. Ricardo Gonzalez
REG Architects Inc.
120 S Olive Avenue
West Palm Beach, Florida 33401

Clarification of Rates – PBC Peanut Island Historic Coast Guard Station

Dear Mr. Gonzalez,

Universal Engineering Sciences (UES) truly appreciates the opportunity to participate as a subconsultant on your team for Geotechnical support services in response to the PBC Peanut Island Historic Coast Guard Station

Classification	Unloaded Rate	Multiplier	Loaded Rate
Principal Engineer	\$72.15	3.0	\$216.45
Project Engineer	\$31.25	3.0	\$93.75
Sr. Geotechnical Engineer	\$60.00	3.0	\$180.00
Administrative Assistant	\$25.00	3.0	\$75.00
Geotechnical Engineer	\$83.33	3.0	\$250.00
Project Manager	\$36.67	3.0	\$110.00
SPT Borings (per foot min 20ft)	\$13.33	3.0	\$40.00
Administrative	\$21.67	3.0	\$65.00

Respectfully submitted,

Universal Engineering Sciences

Thomas Montano, PE
Branch Manager

Geotechnical Proposal Cost Schedule

PROJECT NAME:

Proposal No.:

DESCRIPTION		QTY	DEPTH	TOTAL COST	% billed
Mobilization	\$550.00	1	N/A	\$550.00	6.51%
SPT Borings 0-50'	\$17.25	0	15	\$0.00	0.00%
SPT Borings 0-50'	\$17.25	0	10	\$0.00	0.00%
SPT Borings 50-100'	\$20.00	0	65	\$0.00	0.00%
Tripod Borings	\$30.00	4	20	\$2,400.00	28.40%
Auger Borings	\$12.00	0	0	\$0.00	0.00%
Exfls (6'or 10')	\$500.00	0	N/A	\$0.00	0.00%
Exfls (15+)	\$600.00	0	10	\$0.00	0.00%
Lake Probes	\$250.00	0		\$0.00	0.00%
DCP	\$180.00	0		\$0.00	0.00%
Boat for Transport	\$2,000.00	1		\$2,000.00	23.67%
Casing	\$7.00	80		\$560.00	6.63%
Drilling Subtotal				\$5,510.00	65.21%
Site Layout	\$70.00	1	N/A	\$70.00	0.83%
Site Utility Clearance	\$70.00	1	N/A	\$70.00	0.83%
Data Reduction	\$60.00	4	N/A	\$240.00	2.84%
Project Engineer	\$115.00	8	N/A	\$920.00	10.89%
Professional Engineer	\$145.00	8	N/A	\$1,160.00	13.73%
Bearing Capacity letter/ soils certification	\$260.00	0	N/A	\$0.00	0.00%
private utilities		0		\$0.00	0.00%
Day of Test Pits	\$3,000.00	0	N/A	\$0.00	0.00%
MOT Plan				\$0.00	0.00%
MOT Implementation				\$0.00	0.00%
Engineering Subtotal				\$2,460.00	29.11%
Organics Content Test	\$80.00	2	N/A	\$160.00	1.89%
Moisture Content	\$80.00	2	N/A	\$160.00	1.89%
Wash -200 Test	\$80.00	2	N/A	\$160.00	1.89%
Laboratory Subtotal				\$480.00	5.68%

Assembled By:

TOTAL

\$8,450.00

100.00%

January 27, 2025

Richard Gonzalez III
REG Architects
120 South Olive Avenue, Ste. 210
West Palm Beach, FL 33401

Subject: Scan and Modeling Support – Peanut Island Historical Coast Guard Station

OVERVIEW:

Zeman Consulting Group to provide 3D laser scanning REVIT modeling support for the Peanut Island Historical Coast Guard Station Project in West Palm Beach, Florida. See Exhibit "A" of this proposal.

SCOPE OF SERVICES:

- Laser scan interior and exterior of the existing building structures and underground bunker as depicted in Exhibit "A" (approximately 9,000 square feet).
- Scanning will be performed to capture walls, floors, ceilings, roof, structural columns/piers and beams, windows, doors, ramps, interior staircases, balconies, and all accessible and readily visible infrastructure therein. Exterior scanning will be observed from ground level.
- Process, merge and optimize digital point files into a single RECAP file ready for direct import into Revit.
- Prepare 3D Revit models of the scanned areas of the project. The exterior building model will include the following elements: walls, window and door openings, balconies, and building details in a general fashion. The interior building model will be prepared at LOD 200 and will include architectural and structural elements including but not limited to: walls, floors, ceilings, structural columns, beams and trusses, curtain walls, door openings, doors, windows, and interior staircases. Any other architectural or structural items will not be modeled but will be shown in the point cloud.
- Deliverables will include a colorized RECAP file of the point cloud and the completed REVIT file of the three (3) models.

CLIENT RESPONSIBILITIES:

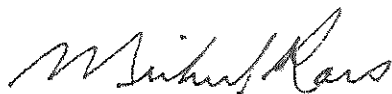
- Provide all relevant available data to ZCG that may assist in the performance of the above tasks

COMPENSATION:

- Total LUMP SUM fee for laser scanning and REVIT model preparation: **\$9,057.72**

Thank you for the opportunity to offer a proposal as outlined above and we look forward to working with you on this project.

Sincerely,



Michael Ross, PSM
Vice President - Zeman Consulting Group

Accepted By: _____

(Authorized Signature)

Print Name: _____ Title: _____

EXHIBIT "A"





3970 RCA Blvd, Suite #7750
Palm Beach Gardens, FL 33410
(561) 223-8035

January 27, 2025

Richard Gonzalez III
REG Architects
120 South Olive Avenue, Ste. 210
West Palm Beach, FL 33401

Subject: Scan and Modeling Support – Peanut Island Historical Coast Guard Station

Dear Richard,

Below is the Zeman Consulting Group, LLC pay rate schedule for the above project:

Job Classification	Hourly Pay	Multiplier	Burdened Rates
Senior Surveyor - Hour	\$69.71	3.00	\$209.13
Professional Surveyor - Hour	\$55.29	3.00	\$165.87
Revit Modeler - Hour	\$37.50	3.00	\$112.50
2-Person Survey Crew - Hour	\$62.50	3.00	\$187.50

Below is our Rate Multiplier Calculation based on our current FDOT-approved overhead rate:

Salary	1
Overhead Rate (205.36%)	2.054
SUBTOTAL	3.054
Operating Margin (12%)	0.366
Total Multiplier	3.42
Allowable Multiplier	3.00

Please review and let me know if you require any additional information at this time.

Sincerely,

Michael Ross, PSM
Vice President - Zeman Consulting Group

ESTIMATE WORKSHEET

CLIENT NAME : REG Architects
LOCATION : Peanut Island
SERVICES : Scan and Model
DATE: 1/27/2025

ESTIMATOR: ROME

[illegible]

February 4, 2025

Mr. Ricardo Gonzalez, III
REG Architects
120 South Olive Avenue, Suite 210
West Palm Beach, FL 33401

**Re: Peanut Island Historic Coast Guard Station – Boundary and Topographic Survey
Palm Beach County Project No. 2023-028778**

Dear Ricardo:

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

SCOPE OF SERVICES

I. HORIZONTAL PROJECT NETWORK CONTROL

The survey will be oriented to Palm Beach County horizontal control (NAD 83/11 Adjustment). We will obtain the sectional and geodetic control information from the Palm Beach County Survey Department.

II. VERTICAL PROJECT NETWORK CONTROL

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

III. BOUNDARY TIES AND MONUMENTATION

We will search for and tie in any existing boundary corners. These will be added to the drawing and will aid in controlling the survey. We will set a monument at all corners of the boundary, where missing, as required by law. We will then prepare a boundary survey in accordance with the Standards of Practice in Rule 5J-17.050 – 0.53, Florida Administrative Code, pursuant to Chapter 472.027 of the Florida Statutes. We will review any title work supplied by you.

IV. TIE IN IMPROVEMENTS AND CROSS SECTIONS

A topographic survey will be done for the area outlined in red on Attachment 'B', tying in all above ground features. This will include but not be limited to buildings, pavement, walks, utilities, lakes, and drainage structures. We will obtain elevations on the site on an approximate one hundred (100) foot grid. We will locate sufficient points to give an accurate representation of the lay of the land. Approximate limits of the topographic survey are shown outlined in red on Attachment 'B'.

V. AS-BUILT

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

VI. UNDERGROUND UTILITIES

We will scan and target the underground utilities that exist within the area outlined in red on Attachment 'B'. We will then locate the designated utilities and add them to the survey. We will do our best to locate the existing 6" water line and the 2" force main stub-out shown in blue and purple, respectively, on Attachment 'B'. No test holes are proposed.

VII. TREE SURVEY

We will locate and tag native trees 4 inches in diameter or larger. Trees will be measured at breast height, and palms will be measured at clear trunk height. Hedges and ground cover will not be located or shown on the survey. Exotic trees such as Melaleuca, Brazilian pepper and Australian pine will not be located or shown on the survey. We will identify the various types of trees located on this site based on common knowledge of tree species. A qualified landscape architect should be employed for positive identification of tree species. We will then produce a drawing showing all the trees located. We will provide you with signed and sealed hard copies and an AutoCAD file of the trees located.

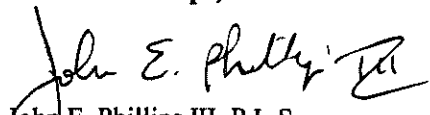
VIII. SOUNDINGS

We will perform soundings along the sides of the docks and approximately 15' intervals outside of the docks.

VIX. CLOSURE

A drawing will be produced which will show all the features located. We propose to provide REG Architects with hard copies, a digitally signed PDF file, and an AutoCAD file in the version requested. We will perform the scope of services for a lump sum fee of \$28,271.64 (\$25,601.64 for the survey, \$2,250.00 for utility targeting, and \$420.00 for boat expense), see Attachment 'A' for an hourly breakdown. Any additional work will be done on an hourly basis as approved by you. Please do not hesitate to call me with any questions you might have regarding this proposal. We look forward to working with you on this project.

Brown & Phillips, Inc.


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

Attachment

JEP/mb

This Proposal accepted this ____ day of ____, 2025

By: _____
REG Architects

Print Name: _____

Title: _____



Peanut Island Park Improvements
Palm Beach County Project Number 2023-028778
Labor Rates by Personnel Classification

Subconsultant Name: Brown & Phillips, Inc.
Date: January 29, 2025

Labor Classification	Direct Salary Cost (per hour)	3.0 Multiplier	Labor Billing Rate
Professional Land Surveyor	\$55.24	3.0	\$165.72
Survey Technician	\$38.00	3.0	\$114.00
CAD Technician	\$38.00	3.0	\$114.00
Survey Crew (3 person)	\$65.60	3.0	\$196.80
Survey Crew	\$54.62	3.0	\$163.86

Overhead & Profit Multiplier: 3.00

Preparation of Legal Descriptions & Sketches \$650.00 each
Small All Terrain Vehicle Rental \$100.00 per day
Small Boat for soundings \$60.00 per day

1860 Old Okeechobee Road • Suite 509 • West Palm Beach, Florida 33409
(561) 615-3988 • Fax (561) 615-3991

ATTACHMENT 'A'

Peanut Island Historic Coast Guard Station
Palm Beach County Project No. 2023-028778

Type of Survey: Boundary & Topographic

Size:

Date: February 4, 2025

TASK	SURVEY CREW (2 PERSON)	CADD TECHNICIAN	SURVEY TECHNICIAN	PROFESSIONAL LAND SURVEYOR	COMMENTS
Meetings and Coordination				2	
Horizontal Project Network Control	6		16	3	Review title package. Set control points, work up boundary
Vertical Project Network Control	6		1		Establish onsite benchmarks
Section/Boundary Ties	8		4	2	Find and locate existing monumentation
Boundary Monumentation	4		0.5		Set property corners
Tie In Improvements and Cross Sections	40		6	2	All above ground features, 100' cross sections & spot elevations for Coast Guard Station Area (outlined in red on Attachment 'B')
Soundings	10		2	1	Around docks
As-builts	2		0.5		Obtain as-built data on storm and sanitary structures
Trees	10		2	1	Locate and tag trees over 4" in diameter (not exotics)
Underground Utilities	4		0.5		Field locate flagged utilities
Drawing		26	6	4	Prepare boundary and limited topographic survey
Address Comments			6	2	
Total Hours:	90	26	44.5	17	
Rate/Hour	\$54.62	\$38.00	\$38.00	\$55.24	
Subtotal:	\$4,915.80	\$988.00	\$1,691.00	\$939.08	
Total Labor Cost (unloaded):					\$8,533.88
Multiplier:					3.00
Total Labor Cost (loaded):					\$25,601.64

S.U.E. Services	quantity	unit	cost/unit	total	
Utility Targeting	1	LS	\$2,250.00	\$2,250.00	
Other				\$0.00	
Total Other Direct Costs:					\$2,250.00
Other Direct Costs:	quantity	unit	cost/unit	total	
Boat	7	days	\$60.00	\$420.00	
Total Other Direct Costs:					\$420.00
TOTAL PRICE					\$28,271.64

February 4, 2025

Rick Gonzalez, AIA
President
REG Architects
120 South Olive Avenue, Ste 210
West Palm Beach, FL 33401

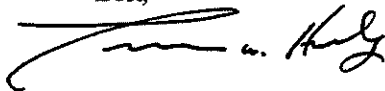
Dear Rick,

I am very pleased to submit my firm's revised proposal for the planning and concept design, development, and implementation of the improvements at Peanut Island Park, which includes the Coast Guard Station House and the Kennedy Bunker.

Our experience in creating experiences for federal, state, and county parks will be invaluable for collaborating with your team and the Palm Beach County Capital Improvements Division (CID) interpretive team as we create an engaging destination.

We are very excited about this opportunity to work with you and the CID team to create a memorable experience for the West Palm Beach community and all guests.

Best,



Terence Healy
301-466-1741
th@healykohler.com



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DESIGN APPROACH

The HealyKohler Design team would employ the following approach in providing design and development services for the improvements at Peanut Island Park.

The exhibit experience will match the aspirations of REG Architects and the Palm Beach County Capital Improvements Division (CID), be educational and thought-provoking, and encourage guests to discover and learn more. We will provide a comprehensive and layered design approach to the exhibit, combining collections, interpretive graphics, media and interactive experiences, and manipulative activities into the exhibition.

Our proposed services for REG Architects and CID include the design, development, and implementation of the new exhibition experience. The work will include:

- Coast Guard Station House (approximately 2,000 total square feet of exhibits)
- The Kennedy Bunker (approximately 2,000 total square feet of exhibits)

In each phase of the development, the design team will meet with REG Architects and the CID project team to show progress to date and discuss any changes to be made to complete each phase of development. Conference calls will be held regularly to present design updates and discuss any concerns the design or project teams may have.

This design approach and associated fees do not include content research and assets, image research and acquisition, collections research and acquisition, media design and production, and final digital artwork for graphic production.

Our design team will present the final phase submission at the end of each phase. REG Architects and the CID project team will review the final package and provide the design team with consolidated comments on the package. The design team will incorporate any requested changes into the next phase of design work.

PHASE I: PLANNING

PLANNING & CONCEPT DESIGN

To initiate the planning & conceptual design process for the Peanut Island Park exhibition experience, our design team will review existing materials, including:

- Pertinent architectural drawings of the exhibition space and the site
- Goals and objectives for the visitor experience
- Any preliminary interpretation documents
- List of potential partners and stakeholders
- Any issues of concern to the CID's project team

We will participate in an initial kick-off meeting to introduce our design team members to REG Architects and the CID's project team and review the exhibition's goals and each team member's responsibilities. We will also clarify expectations for reviews, presentations, and submissions. We will discuss:

- Purpose of the new exhibition
- Key audiences
- Key stakeholders
- Key research and collections that may be included in the exhibition
- Process and communication with team members

After this meeting, our project manager will prepare and submit a design and production schedule related to the overall project schedule. The schedule will identify meetings, reviews, presentations, and approvals that must take place to complete this phase and all phases of the development of the exhibition experience.

We will then participate in a content planning charrette with REG Architects, the CID project team, and our design team. This workshop will offer an opportunity to discuss in detail the exhibition's proposed interpretive themes, messages, storylines, and collections that the CID's project team wants to include in the experience.

We will then examine different interpretive techniques that will be useful in presenting the content for the exhibition experience. We will explore exhibit techniques, scenic displays, casework, media experiences, and hands-on activities that will help meet the exhibition's goals.

Preparation of the conceptual design package will begin. We will collaborate with REG Architects to integrate all exhibit requirements with the building systems and plan the space's possible use. We will coordinate all preliminary media system requirements, lighting and power plans, and associated audio and acoustic specifications with the architecture firm and their consultants.

We will create preliminary media productions and concepts for the media experiences throughout the exhibits. These will be discussed in scheduled meetings, and the team will create a brief narrative describing the goals of each piece and the messaging, design, and technical approach for each installation. We will create a media matrix that organizes each media concept into a spreadsheet containing a brief description of each media type and location within the exhibition.

Our design team will create an exhibition narrative describing the major exhibit areas and summarizing specific exhibit content. Our team will also provide a detailed storyline of the exhibit, highlighting key objects, images, media, and possible interactive experiences. We will review the imagery available from the CID's project team and consult with them about selections.

The concept design will include sketches, drawings, and presentation techniques. These materials will enable REG Architects and the CID's project team to visualize the physical space and provide a comprehensive view of the visitor experience. The conceptual plan will also identify proposed exhibit traffic flow, circulation, space allocations, and exhibit relationships.

Our design team will meet with REG Architects and the CID project team several times during this initial phase. Based on the comments received from the Park's project team during these meetings, we will present the final Concept Design deliverables. REG Architects and the CID project team will review the documents, and any comments will be incorporated into the next phase of design development.

Concept Design Deliverables:

- Floor plans with storylines
- Architectural space preparation plans
- Interpretive outline and research
- Exhibition renderings (4)
- Initial graphic design treatments (6)
- Concept design cost estimate
- Comprehensive project schedule

PHASE II: DEVELOPMENT

DESIGN DEVELOPMENT

Based on the work completed during the concept design phase, our team will begin preparation of the Design Development Package. Our work will be carefully coordinated with REG Architects to allow for visitor enjoyment, promote social engagement, and aid visitor circulation in the exhibition experience.

We will develop the exhibition plan and elevations, integrating the exhibition narrative, collections, specialty exhibits, graphics, media systems, and lighting design in coordination with REG Architects.

Our design team will prepare graphic concepts and treatments as loose elevations indicating type styles/text hierarchies, graphics, and colors. The treatments will include but are not limited to theme identification, main messages, sub-stories, orientation information, labeling, and other interpretive graphics or identification.

During this phase, close collaboration with the CID's project team is expected to complete a full draft script and design development package. The CID's project team will provide the design team with information about artifact collections to be integrated into the exhibit experience.

Our design team will meet with the REG team to integrate all exhibit requirements within the building system. Our team will provide space preparation drawings, incorporating the visitor experience requirements into the build-out documentation.

The project schedule will be updated, and regular meetings (virtual or in person) will be planned to document the progress of the design development. A budget document that qualifies the design parameters of each part of the exhibition program will be submitted with the final Design Development package.

A meeting will be scheduled to present the Design Development package to REG and the CID's project team. The team will review the documents and send any comments to our design team. The design team will make any suggested changes in the next phase of the documentation.

Design Development Deliverables:

- Exhibit floor plan, elevations, and sections
- Architectural space preparation plans
- Interpretive draft script and image research
- Graphic layouts and initial graphic design specifications
- Design development cost estimate
- Finishes and materials board

CONSTRUCTION DOCUMENTATION

Following review and comments to the Design Development Package, we will begin the design work required to fully detail the exhibit and create the final production documents that will be used to bid out the project for fabrication and graphic production.

During this phase of development, the drawings will be finalized, and all exhibit components will be detailed and presented with all related schedules, including power, lighting, and media distribution requirements. The design team will consider applicable life safety, building code, and ADA requirements as they relate to the production documents and coordinate with REG Architects.

All content will be finalized during this phase in coordination with the CID's project team, including the incorporation of any minor editorial changes into the final, copy-edited script document. The CID's project team will provide artifact schedules detailing key information about the selected collections.

Our design team will finalize the graphic design package, including graphics specifications and a schedule of graphic numbers, sizes, production methods, and other information. This package will include all artifact and specimen labels, text panels, murals, and photographs. All graphic elements will be keyed to the drawing package.

A meeting will be scheduled to present the 95% Construction Document deliverables to REG Architects and the CID's project team. After review of the package and receipt of comments, the design team will make all requested updates and deliver the 100% Final Construction Documents.

100% Construction Documentation Deliverables:

- Final floor plans, elevations, and reflected ceiling plans
- Final case layouts
- Final graphic layouts, specifications, and schedule
- Interpretive final script
- Final specifications and samples for all project materials
- Final specifications of media equipment
- Production schedule
- Final fabrication cost estimate

EXHIBIT FABRICATION CONTRACTOR BID/BUY

Throughout the bidding process, our team will be available to answer any questions that may arise from the bidders to qualify and negotiate a bid price from the construction documents. We will also assist the REG Architects and CID's project team with evaluating bids for fabrication and selecting the fabrication firm. If desired, a pre-qualified list of fabrication firms can be provided to CID if desired.

PHASE III: IMPEMENTATION

CONSTURCTION ADMINISTRATION

Our design team's role during the construction phase of the Peanut Island Park improvements to the exhibits and exterior experience is to ensure that the fabrication, production, and installation of the final exhibits are in accordance with the design intent and requirements of the final construction documents and the expectations of REG Architects and the CID's project team.

CA – Fabrication

Our design team will attend an initial kick-off meeting with the selected exhibit fabricator, REG Architects, and the CID's project to review the approved schedule and address any questions the Fabricator may have regarding the documents included in the bid package. The review of shop drawings, material samples, and graphic samples will be done in accordance with the approved schedule by HealyKohler Design. This review ensures that the exhibit fabricator adheres to the approved design intent. We will respond in writing to the Fabricator's requests for assistance in the resolution of issues arising in regard to design as it relates to fabrication and graphic production.

During this phase, our team will coordinate with REG Architects and the CID's project team to manage all contractors, including media producers, ensure the approved design intent is met, and maintain quality control.

Fabricator shop visits will be scheduled at intervals appropriate to the stage of the Fabricator's operations for the design team to review and approve work in progress. If desired, HealyKohler Design can review and approve requests for payment for the Fabricator based on our observations and evaluation of progress. We will render findings on behalf of CID's project team on any claims or disputes related to the execution and performance of the Fabricator's work.

CA – Installation

During the Installation Phase, HealyKohler Design will undertake periodic site visits to check work in progress. During these visits, meetings will be held to coordinate requirements between the design team and the exhibit installers. Following each visit, our team will furnish REG Architects and the Park's project team with a 'Field Observation Report' indicating on-site progress, any issues that may need to be addressed, and documentation of any field decisions and/or change order requests.

During the last month of installation, our design team will review and oversee artifact mounting, placement, graphics installation, and AV "burn-in" as required to complete the installation.

Upon substantial completion of the installation, HealyKohler Design will prepare a punch list of items needing further resolution. Once the work is complete, our design team, REG Architects, and the CID's project team will sign off on the correction of all punch list items.

Peanut Island Coast Guard Station (PBC)

NAME: HealyKohler Design Inc.
6501 Allegheny Ave
Takoma Park, Maryland 20912

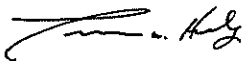
ADDRESS:

<u>Labor Category</u>	<u>Hourly Pay</u>	<u>Multiplier</u>	<u>Hourly Rate</u>
Principal, Design Lead	\$ 68.13	2.06	\$ 140.35
Project Manager	\$ 55.00	2.06	\$ 113.30
Senior Exhibit Designer	\$ 44.00	2.06	\$ 90.64
Senior Graphic Designer	\$ 44.00	2.06	\$ 90.64
Writer	\$ 45.00	2.06	\$ 92.70

Salary	1.00
Fringe benefits	0.00
overhead	0.87
Subtotal	1.87
<u>Profit (XX%)</u>	<u>0.19</u>
Total Multiplier	2.06

Contract Multiplier of
PBC Caps Multipliers at 3.0

Certification
The above is true and correct to the best of my knowledge

	1/28/25
Signature	Date

COAST GUARD STATION HOUSE DEVELOPMENT FEES AND COSTS

HealyKohler Design is providing REG Architects with a proposal relating to the planning and concept design, development, and implementation of the Peanut Island Park improvements for the new exhibition and exterior interpretive experience at the Coast Guard Station House.

The design fees below represent a scope of services and work for fabrication documentation, graphic production, media production, eight exterior waysides specifications.

Planning and Concept Design	\$ 42,862.56
Design Development	\$ 54,642.28
Construction Documentation	\$ 54,758.28
Exhibit Fabrication Contractor Bid/Buy/Award	\$ 7,374.16
Construction Administration	\$ 43,646.32
Total Design Services	\$ 203,283.60

Payment Terms:
HealyKohler Design will invoice REG Architects monthly on a percentage of the fee for each phase of the project.

Additional Services
For project representation beyond the scope of services outlined above, compensation shall be based on the following hourly rate schedule:

Principal-, Design Lead	\$ 140.00
Project Manager	\$ 113.30
Writer	\$ 92.70
Senior Exhibit Designer	\$ 90.64
Senior Graphic Designer	\$ 90.64



COAST GUARD STATION HOUSE DEVELOPMENT FEES AND COSTS BREAKDOWN

Planning & Concept Design						
<u>Labor Category</u>	<u>Unit</u>	<u># of Units</u>		<u>Rate</u>		<u>Amount</u>
Principal, Design Lead	Hours	24	\$	140.00	\$	3,360.00
Project Manager	Hours	84	\$	113.30	\$	9,517.20
Senior Exhibit Designer	Hours	156	\$	90.64	\$	14,139.84
Senior Graphic Designer	Hours	48	\$	90.64	\$	4,350.72
Writer	Hours	124	\$	92.70	\$	11,494.80
				Labor Subtotal=		\$42,863
						\$42,862.56
</						

Design Development						
<u>Labor Category</u>	<u>Unit</u>	<u># of Units</u>		<u>Rate</u>		<u>Amount</u>
Principal, Design Lead	Hours	16	\$	140.00	\$	2,240.00
Project Manager	Hours	82	\$	113.30	\$	9,290.60
Senior Exhibit Designer	Hours	180	\$	90.64	\$	16,315.20
Senior Graphic Designer	Hours	132	\$	90.64	\$	11,964.48
Writer	Hours	160	\$	92.70	\$	14,832.00
				Labor Subtotal=		\$54,642
						\$54,642.28
					Design Development Total =	\$54,642.28

Construction Documentation						
<u>Labor Category</u>	<u>Unit</u>	<u># of Units</u>		<u>Rate</u>		<u>Amount</u>
Principal, Design Lead	Hours	8	\$	140.00	\$	1,120.00
Project Manager	Hours	92	\$	113.30	\$	10,423.60
Senior Exhibit Designer	Hours	148	\$	90.64	\$	13,414.72
Senior Graphic Designer	Hours	114	\$	90.64	\$	10,332.96
Writer	Hours	210	\$	92.70	\$	19,467.00
				Labor Subtotal=		\$54,758
						\$54,758.28
				Construction Documentation Total =		\$54,758.28

Exhibit Fabrication Contractor Bid/Buy & Award						
<u>Labor Category</u>	<u>Unit</u>	<u># of Units</u>	<u>Rate</u>		<u>Amount</u>	
Principal, Design Lead	Hours	8	\$	140.00	\$	1,120.00
Project Manager	Hours	36	\$	113.30	\$	4,078.80
Senior Exhibit Designer	Hours	16	\$	90.64	\$	1,450.24
Senior Graphic Designer	Hours	8	\$	90.64	\$	725.12
Writer	Hours	0	\$	92.70	\$	-
Labor Subtotal=						\$7,374
						\$7,374.16
<u>Material Costs</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Cost</u>			
Copying/Printing	job	0		750		0
Miscellaneous	job					0
Material Subtotal=						\$0
<u>Shipping Costs</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Cost</u>			
Packaging	job					0
Shipping	job			120		0

Shipping Subtotal= \$0
Material Subtotal= \$0.00

Exhibit Fabrication Contractor Bid/Buy & Award Total = \$7,374.16

Construction Administration

<u>Labor Category</u>	<u>Unit</u>	<u># of Units</u>	<u>Rate</u>		<u>Amount</u>	
Principal, Design Lead	Hours	12	\$	140.00	\$	1,680.00
Project Manager	Hours	188	\$	113.30	\$	21,300.40
Senior Exhibit Designer	Hours	144	\$	90.64	\$	13,052.16
Senior Graphic Designer	Hours	84	\$	90.64	\$	7,613.76
Writer	Hours	0	\$	92.70	\$	-
Labor Subtotal=					\$43,646	\$43,646.32
Construction Administration Total =						\$43,646.32

PROJECT GRAND TOTAL= \$203,283.60

KENNEDY BUNKER DEVELOPMENT FEES AND COSTS

HealyKohler Design is providing REG Architects with a fee proposal relating to the planning and concept design, development, and implementation of the Peanut Island Park improvements for the Kennedy Bunker experience.

The design fees below represent a scope of services and work for fabrication documentation, graphic production, media production, eight exterior waysides specifications.

Planning and Concept Design	\$ 41,684.24
Design Development	\$ 55,421.64
Construction Documentation	\$ 43,766.12
Exhibit Fabrication Contractor Bid/Buy/Award	\$ 6,920.96
Construction Administration	\$ 41,681.04
Total Design Services	\$ 189,474.00

Payment Terms:
HealyKohler Design will invoice REG Architects monthly on a percentage of the fee for each phase of the project.

Additional Services
For project representation beyond the scope of services outlined above, compensation shall be based on the following hourly rate schedule:

Principal-, Design Lead	\$ 140.00
Project Manager	\$ 113.30
Writer	\$ 92.70
Senior Exhibit Designer	\$ 90.64
Senior Graphic Designer	\$ 90.64



PROJECT GRAND TOTAL= \$189,474.00
See summary on first page

Planning & Concept Design					
<u>Labor Category</u>	<u>Unit</u>	<u># of Units</u>	<u>Rate</u>		<u>Amount</u>
Principal, Design Lead	Hours	24	\$	140.00	\$ 3,360.00
Project Manager	Hours	64	\$	113.30	\$ 7,251.20
Senior Exhibit Designer	Hours	148	\$	90.64	\$ 13,414.72
Senior Graphic Designer	Hours	68	\$	90.64	\$ 6,163.52
Writer	Hours	124	\$	92.70	\$ 11,494.80
Labor Subtotal=					\$41,684 \$41,684.24
Planning & Concept Design Total =					\$41,684.24

Design Development					
<u>Labor Category</u>	<u>Unit</u>	<u># of Units</u>	<u>Rate</u>		<u>Amount</u>
Principal, Design Lead	Hours	18	\$	140.00	\$ 2,492.00
Project Manager	Hours	85	\$	113.30	\$ 9,630.50
Senior Exhibit Designer	Hours	179	\$	90.64	\$ 16,224.56
Senior Graphic Designer	Hours	132	\$	90.64	\$ 11,964.48
Writer	Hours	163	\$	92.70	\$ 15,110.10
Labor Subtotal=					\$55,422 \$55,421.64
Design Development Total =					\$55,421.64

Construction Documentation					
<u>Labor Category</u>	<u>Unit</u>	<u># of Units</u>	<u>Rate</u>		<u>Amount</u>
Principal, Design Lead	Hours	8	\$	140.00	\$ 1,120.00
Project Manager	Hours	88	\$	113.30	\$ 9,970.40
Senior Exhibit Designer	Hours	152	\$	90.64	\$ 13,777.28
Senior Graphic Designer	Hours	96	\$	90.64	\$ 8,701.44
Writer	Hours	110	\$	92.70	\$ 10,197.00
Labor Subtotal=					\$43,766 \$43,766.12
Construction Documentation Total =					\$43,766.12

Exhibit Fabrication Contractor Bid/Buy & Award					
<u>Labor Category</u>	<u>Unit</u>	<u># of Units</u>	<u>Rate</u>		<u>Amount</u>
Principal, Design Lead	Hours	8	\$	140.00	\$ 1,120.00
Project Manager	Hours	32	\$	113.30	\$ 3,625.60
Senior Exhibit Designer	Hours	16	\$	90.64	\$ 1,450.24
Senior Graphic Designer	Hours	8	\$	90.64	\$ 725.12
Writer	Hours	0	\$	92.70	\$ -
Labor Subtotal=					\$6,921 \$6,920.96

Exhibit Fabrication Contractor Bid/Buy & Award Total = \$6,920.96

Construction Administration					
<u>Labor Category</u>	<u>Unit</u>	<u># of Units</u>	<u>Rate</u>		<u>Amount</u>
Principal, Design Lead	Hours	64	\$	140.00	\$ 8,960.00
Project Manager	Hours	124	\$	113.30	\$ 14,049.20
Senior Exhibit Designer	Hours	144	\$	90.64	\$ 13,052.16
Senior Graphic Designer	Hours	62	\$	90.64	\$ 5,619.68
Writer	Hours	0	\$	92.70	\$ -
Labor Subtotal=					\$41,681 \$41,681.04
Construction Administration Total =					\$41,681.04
PROJECT GRAND TOTAL= \$189,474.00					

CONTRACT EXHIBIT B

STATE REPRESENTATIONS AND REQUIREMENTS

GRANT AGREEMENT
STATE OF FLORIDA
DEPARTMENT OF COMMERCE
R2024 0395 APR 09 2024

THIS GRANT AGREEMENT NUMBER HL241 ("Agreement") is made and entered into by and between the State of Florida, Department of Commerce ("Commerce"), and the Palm Beach County Board of County Commissioners ("Grantee"), a Florida municipality. Commerce and Grantee are sometimes referred to herein individually as a "Party" and collectively as "the Parties".

WHEREAS, Commerce has the authority to enter into this Agreement and distribute State of Florida funds ("Award Funds") in the amount and manner set forth in this Agreement and in the following Attachments incorporated herein as an integral part of this Agreement:

- Attachment 1: Scope of Work
- Attachment 2 and Exhibit 1 to Attachment 2: Audit Requirements
- Attachment 3: Audit Compliance Certification
- Attachment 4: Minority and Service-Disabled Veteran Business Enterprise Report
- Attachment 5: Total Compensation for Executive Leadership

WHEREAS, the Agreement and its aforementioned Attachments are hereinafter collectively referred to as the "Agreement", and if any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the Attachments shall control, but only to the extent of the conflict or inconsistency;

WHEREAS, Grantee hereby represents and warrants that Grantee's signatory to this Agreement has authority to bind Grantee to this Agreement as of the Effective Date and that Grantee, through its undersigned duly authorized representative in his or her official capacity, has the authority to request, accept, and expend Award Funds for Grantee's purposes in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, for and in consideration of the covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound hereby agree to perform the duties described herein in this Agreement as follows:

A. AGREEMENT PERIOD

This Agreement is effective as of July 1, 2023, (the "Effective Date") and shall continue until the earlier to occur of (a) June 30, 2025, (the "Expiration Date") or (b) the date on which either Party terminates this Agreement (the "Termination Date"). The period of time between the Effective Date and the Expiration Date or Termination Date is the "Agreement Period."

B. FUNDING

This Agreement is a cost reimbursement Agreement. Commerce shall pay Grantee up to Seven Hundred Fifty Thousand Dollars and Zero Cents (\$750,000.00) in consideration for Grantee's performance under this Agreement. Commerce shall not provide Grantee an advance of Award Funds under this Agreement. Travel expenses are not authorized under this Agreement. Commerce shall not pay Grantee's costs related to this Agreement incurred outside of the Agreement Period. In conformity with s. 287.0582, F.S., the State of Florida and Commerce's performance and obligation to pay any Award Funds under this Agreement is contingent upon an annual appropriation by the Legislature. Commerce shall have final unchallengeable

authority as to both the availability of funds and what constitutes an "annual appropriation" of funds. Grantee shall not expend Award Funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency. Grantee shall not expend Award Funds to pay any costs incurred in connection with any defense against any claim or appeal of the State of Florida or any agency or instrumentality thereof (including Commerce); or to pay any costs incurred in connection with the prosecution of any claim or appeal against the State of Florida or any agency or instrumentality thereof (including Commerce), which Grantee instituted or in which Grantee has joined as a claimant. Grantee shall either (i) maintain Award Funds in a separate bank account, or (ii) expressly designate in Grantee's business records and accounting system that the Award Funds originated from this Agreement. Grantee shall not commingle Award Funds with any other funds. Commerce may refuse to reimburse Grantee for purchases made with commingled funds. Grantee's costs must be in compliance with all laws, rules, and regulations applicable to expenditures of State funds, including the Reference Guide for State Expenditures (<https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>).

C. ELECTRONIC FUNDS TRANSFER

Within 30 calendar days of the date the last Party has signed this Agreement, Grantee shall enroll in Electronic Funds Transfer (EFT) from the State's Chief Financial Officer. A copy of the Authorization form can be found on the vendor instruction page at: <https://www.myfloridacfo.com/Division/AA/Vendors/>. Any questions should be directed to the Direct Deposit/EFT Section of the Division of Accounting and Auditing at (850) 413-5517. Once enrolled, invoice payments shall be made by EFT.

D. MODIFICATION

If, in Commerce's sole and absolute determination, changes to this Agreement are necessitated by law or otherwise, Commerce may at any time, with written notice of all such changes to Grantee, modify this Agreement within its original scope and purpose. Grantee shall be responsible for any due diligence necessary to determine the impact of the modification. Any modification of this Agreement requested by Grantee must be in writing and duly signed by all Parties in order to be enforceable.

E. AUDIT REQUIREMENTS AND COMPLIANCE

1. **Florida Single Audit Act - Section 215.97, Florida Statutes ("F.S."): Grantee shall comply with all applicable provisions of s. 215.97, F.S., s. 215.971, F.S., and Attachment 2 and Exhibit 1 to Attachment 2: Audit Requirements. Grantee shall perform the deliverables and tasks set forth in Attachment 1, Scope of Work. Grantee may only expend Award Funds for allowable costs resulting from obligations incurred during the Agreement Period. Grantee shall refund to Commerce any: (1) balance of unobligated Award Funds which have been advanced or paid to Grantee; or (2) Award Funds paid in excess of the amount to which Grantee is entitled under the terms and conditions of this Agreement and Attachments hereto, upon expiration or termination of this Agreement.**
2. **Audit Compliance. Grantee understands and shall comply with the requirements of s. 20.055(5), F.S. Grantee agrees to reimburse the State for the reasonable costs of investigation the Inspector General or other authorized State official incurs for investigations of Grantee's compliance with the terms of this or any other agreement between the Grantee and the State which results in the suspension or**

debarment of Grantee. Grantee shall not be responsible for any costs of investigations that do not result in Grantee's suspension or debarment.

F. RECORDS AND INFORMATION RELEASE

1. **Records Compliance.** Commerce is subject to the provisions of chapter 119, F.S., relating to public records. Any document Grantee submits to Commerce under this Agreement may constitute public records under the Florida Statutes. Grantee shall cooperate with Commerce regarding Commerce's efforts to comply with the requirements of chapter 119, F.S. Grantee shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S., for records made or received by Grantee in connection with this Agreement. Grantee shall immediately notify Commerce of the receipt and content of any records request by sending an e-mail to PRRequest@commerce.fl.gov within one (1) business day after receipt of such request. Grantee shall indemnify, defend, and hold Commerce harmless from any violation of Florida's public records laws wherein Commerce's disclosure or nondisclosure of any public record was predicated upon any act or omission of Grantee. As applicable, Grantee shall comply with s. 501.171, F.S. Commerce may terminate this Agreement if Grantee fails to comply with Florida's public records laws. Grantee shall allow public access to all records made or received by Grantee in connection with this Agreement, unless the records are exempt from s. 24(a) of Article I of the State Constitution or s. 119.07(1), F.S.
2. **Identification of Records.** Grantee shall clearly and conspicuously mark all records submitted to Commerce if such records are confidential and exempt from public disclosure. Grantee's failure to clearly mark each record and identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to delivery of the record to Commerce serves as Grantee's waiver of a claim of exemption. Grantee shall 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 as long as those records are confidential and exempt pursuant to Florida law. If Commerce's claim of exemption asserted in response to Grantee's assertion of confidentiality is challenged in any court of law, Grantee shall defend, assume, and be responsible for all fees, costs, and expenses in connection with such challenge.
3. **Keeping and Providing Records.** Commerce and the State have an absolute right to view, inspect, or make or request copies of any records arising out of or related to this Agreement. Grantee has an absolute duty to keep and maintain all records arising out of or related to this Agreement. Commerce may request copies of any records made or received in connection with this Agreement, or arising out of Grantee's use of Award Funds, and Grantee shall provide Commerce with copies of any records within 10 business days after Commerce's request at no cost to Commerce. Grantee shall maintain all books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of Award Funds. For avoidance of doubt, Grantee's duties to keep and provide records to Commerce includes all records generated in connection with or as a result of this Agreement. Upon expiration or termination of this Agreement, Grantee shall transfer, at no cost, to Commerce all public records in possession of Grantee or keep and maintain public records required by Commerce to perform the service. If Grantee keeps and maintains public records upon completion of this Agreement, Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Commerce, upon request from Commerce's custodian of records, in a format that is compatible with the information technology systems of Commerce.
4. **Audit Rights.** Representatives of the State of Florida, Commerce, the State Chief Financial Officer, the State Auditor General, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of Grantee's books, documents, papers, and records, including electronic

storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

5. **Single Audit Compliance Certification.** Annually, within 60 calendar days of the close of Grantee's fiscal year, Grantee shall electronically submit a completed Audit Compliance Certification (a version of this certification is attached hereto as Attachment 3) to audit@commerce.fl.gov. Grantee's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement for all agreements between Commerce and Grantee.
6. **Ensure Compliance.** Grantee shall ensure that any entity which is paid from, or for which Grantee's expenditures will be reimbursed by, Award Funds, is aware of and will comply with the aforementioned audit and record keeping requirements.
7. **Contact Custodian of Public Records for Questions.**

IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-7140, via e-mail at PRRequest@commerce.fl.gov, or by mail at Department of Commerce, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.

G. TERMINATION AND FORCE MAJEURE

1. **Termination due to Lack of Funds:** In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, Commerce may terminate this Agreement upon no less than 24 hour written notice to Grantee. Commerce shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement under this provision, Grantee will be paid for any work satisfactorily completed prior to notification of termination. The lack of funds shall not constitute Commerce's default under this Agreement.
2. **Termination for Cause:** Commerce may terminate the Agreement if Grantee fails to: (1) deliver the services within the time specified in the Agreement or any extension; (2) maintain adequate progress, thus endangering performance of the Agreement; (3) honor any term of the Agreement; or (4) abide by any statutory, regulatory, or licensing requirement. The rights and remedies of Commerce in this clause are in addition to any other rights and remedies provided by law or under the Agreement. Grantee shall not be entitled to recover any cancellation charges or lost profits.
3. **Termination for Convenience:** Commerce, by written notice to Grantee, may terminate this Agreement in whole or in part when Commerce determines in Commerce's sole and absolute discretion that it is in Commerce's interest to do so. Grantee shall not provide any deliverable pursuant to Attachment 1: Scope of Work after it receives the notice of termination, except as Commerce otherwise specifically instructs Grantee in writing. Grantee shall not be entitled to recover any cancellation charges or lost profits.
4. **Grantee's Responsibilities Upon Termination:** If Commerce issues a Notice of Termination to Grantee, except as Commerce otherwise specifies in that Notice, Grantee shall: (1) Stop work under this Agreement on the date and to the extent specified in the notice; (2) complete performance of such part of the work Commerce does not terminate; (3) take such action as may be necessary, or as Commerce may specify, to protect and preserve any property which is in the possession of Grantee

and in which Commerce has or may acquire an interest; and (4) upon the effective date of termination, Grantee shall transfer, assign, and make available to Commerce all property and materials belonging to Commerce pursuant to the terms of this Agreement and all Attachments hereto. Grantee shall not receive additional compensation for Grantee's services in connection with such transfers or assignments.

5. **Force Majeure and Notice of Delay from Force Majeure.** Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this **FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE** section, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Grantee believes is excusable under this **FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE** section, Grantee shall notify Commerce in writing of the delay or potential delay and describe the cause of the delay either: (1) within 10 calendar days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) within five calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this **FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE** section is a condition precedent to such remedy. Commerce, in its sole discretion, will determine if the delay is excusable under this **FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE** section and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against Commerce. Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Commerce for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this **FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE** section, after the causes have ceased to exist, Grantee shall perform at no increased cost, unless Commerce determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Commerce or the State, in which case, Commerce may terminate the Agreement in whole or in part.

H. BUSINESS WITH PUBLIC ENTITIES

Grantee is aware of and understands the provisions of s. 287.133(2)(a), F.S., and s. 287.134(2)(a), F.S. As required by s. 287.135(5), F.S., Grantee certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S.; (2) engaged in a boycott of Israel; (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, F.S.; or (4) engaged in business operations in Cuba or Syria. Commerce may immediately terminate this Agreement if Grantee submits a false certification as to the above, or if Grantee is placed on the Scrutinized Companies that Boycott Israel List, engages in a boycott of Israel, is placed on the Scrutinized Companies with Activities in Sudan List or

the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has engaged in business operations in Cuba or Syria.

I. CONTINUING DISCLOSURE OF LEGAL PROCEEDINGS

Prior to execution of this Agreement, Grantee must disclose in a written statement to Commerce's Agreement Manager all prior or on-going civil or criminal litigation, investigations, arbitration or administrative proceedings (collectively "Proceedings") involving this Agreement. Thereafter, Grantee has a continuing duty to promptly disclose all Proceedings upon occurrence. This duty of disclosure applies to Grantee's or subcontractor's officers and directors when any Proceeding relates to the officer or director's business or financial activities. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such. Grantee shall promptly notify Commerce's Agreement Manager of any Proceeding relating to or affecting the Grantee's or subcontractor's business. If the existence of such Proceeding causes the State concern about Grantee's ability or willingness to perform the Agreement, then upon Commerce's request, Grantee shall provide to Commerce's Agreement Manager all reasonable assurances that: (i) Grantee will be able to perform the Agreement in accordance with its terms and conditions; and (ii) Grantee and/or its employees, agents, or subcontractor(s) have not and will not engage in conduct in performing services for Commerce which is similar in nature to the conduct alleged in such Proceeding.

J. ADVERTISING AND SPONSORSHIP DISCLOSURE

1. **Limitations on Advertising of Agreement.** Commerce does not endorse any Grantee, commodity, or service. Subject to chapter 119, F.S., Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from Commerce, including, but not limited to mentioning this Agreement in a press release or other promotional material, identifying Commerce or the State as a reference, or otherwise linking Grantee's name and either a description of the Agreement or the name of Commerce or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual authorized distributors, dealers, resellers, or service representatives.
2. **Disclosure of Sponsorship.** As required by s. 286.25, F.S., if Grantee is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Commerce." If the sponsorship reference is in written material, the words "State of Florida, Department of Commerce" shall appear in the same size letters or type as the name of the organization.

K. RECOUPMENT OF FUNDS

1. **Recoupment.** Notwithstanding anything in this Agreement to the contrary, Commerce has an absolute right to recoup Award Funds. Commerce may refuse to reimburse Grantee for any cost if Commerce determines that such cost was not incurred in compliance with the terms of this Agreement. Commerce may demand a return of Award Funds if Commerce terminates this Agreement. The application of financial consequences as set forth in the Scope of Work is cumulative to any of Commerce's rights to recoup Award Funds. Notwithstanding anything in this Agreement to the contrary, in no event shall the application of any financial consequences or recoupment of Award Funds exceed the amount of Award Funds, plus interest.
2. **Overpayments.** If Grantee's (a) noncompliance with this Agreement or any applicable federal, state, or local law, rule, regulation or ordinance, or (b) performance or nonperformance of any term or condition of this Agreement results in (i) an unlawful use of Award Funds; (ii) a use of Award Funds

that doesn't comply with the terms of this Agreement; or (iii) a use which constitutes a receipt of Award Funds to which Grantee is not entitled (each such event an "Overpayment"), then Grantee shall return such Overpayment of Award Funds to Commerce.

3. **Discovery of Overpayments.** Grantee shall refund any Overpayment of Award Funds to Commerce within 30 days of Grantee's discovery of an Overpayment or receipt of notification from Commerce that an Overpayment has occurred. Commerce is the final authority as to what may constitute an Overpayment of Award Funds. Refunds should be sent to Commerce's Agreement Manager and made payable to the "Department of Commerce." Should repayment not be made in a timely manner, Commerce may charge interest at the lawful rate of interest on the outstanding balance beginning 30 days after the date of notification or discovery.
4. **Right of Set-Off.** Commerce and the State shall have all of its common law, equitable, and statutory rights of set-off, including, without limitation, the State's option to withhold for the purposes of set-off any moneys due to Grantee under this Agreement up to any amounts due and owing to Commerce with respect to this Agreement, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason. The State shall exercise its set-off rights in accordance with normal State practices, including, in cases of set-off pursuant to an audit, the finalization of such audits by the State or its representatives.

L. INSURANCE

Unless Grantee is a state agency or subdivision as defined in s. 768.28(2), F.S., Grantee shall provide and maintain at all times during this Agreement adequate commercial general liability insurance coverage. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

Grantee, at all times during the Agreement, at Grantee's sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with this Agreement, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with chapter 440, F.S., with minimum employer's liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any Agreement work.

Grantee shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with this Agreement, as required by law, and as otherwise necessary and prudent for the Grantee's performance of its operations in the regular course of business. The limits of coverage under each policy maintained by Grantee shall not be interpreted as limiting Grantee's liability and obligations under this Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in Florida, and such policies shall cover all employees engaged in any Agreement work. Grantee shall maintain any other insurance required in the Scope of Work. Upon request, Grantee shall produce evidence of insurance to Commerce.

Commerce shall not pay for any costs of any insurance or policy deductible, and payment of any insurance costs shall be Grantee's sole responsibility. Providing and maintaining adequate insurance coverage is a material obligation of Grantee, and failure to maintain such coverage may void the Agreement, at Commerce's sole and absolute discretion, after Commerce's review of Grantee's insurance coverage when Grantee is unable to comply with Commerce's requests concerning additional appropriate and necessary insurance coverage. Upon execution of this Agreement, Grantee shall provide Commerce written verification of the existence and amount for each type of applicable insurance coverage. Within 30 calendar days of the effective date of the Agreement, Grantee shall furnish Commerce proof of applicable insurance coverage by standard ACORD form certificates of insurance. In the event that an insurer cancels any

applicable coverage for any reason, Grantee shall immediately notify Commerce of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within 15 business days after the cancellation of coverage. Copies of new insurance certificates must be provided to Commerce's Agreement Manager with each insurance renewal.

M. CONFIDENTIALITY AND SAFEGUARDING INFORMATION

Each Party may have access to confidential information made available by the other. The provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and federal laws will govern disclosure of any confidential information received by the State of Florida.

Grantee must implement procedures to ensure the appropriate protection and confidentiality of all data, files, and records involved with this Agreement.

Except as necessary to fulfill the terms of this Agreement and with the permission of Commerce, Grantee shall not divulge to third parties any confidential information obtained by Grantee or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Agreement work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Commerce.

Grantee shall not use or disclose any information concerning a recipient of services under this Agreement for any purpose in conformity with state and federal law or regulations, except upon written consent of the recipient or the responsible parent or guardian of the recipient when authorized by law.

When Grantee has access to Commerce's network and/or applications, in order to fulfill Grantee's obligations under this Agreement, Grantee shall abide by all applicable Commerce Information Technology Security procedures and policies. Grantee (including its employees, subcontractors, agents, or any other individuals to whom Grantee exposes confidential information obtained under this Agreement), shall not store, or allow to be stored, any confidential information on any portable storage media (e.g., laptops, thumb drives, hard drives, etc.) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of Agreement.

Grantee shall immediately notify Commerce in writing when Grantee, its employees, agents, or representatives become aware of an inadvertent disclosure of Commerce's unsecured confidential information in violation of the terms of this Agreement. Grantee shall report to Commerce any Security Incidents of which it becomes aware, including incidents sub-contractors or agents reported to Grantee. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Commerce information in Grantee's possession or electronic interference with Commerce operations; provided, however, that random attempts at access shall not be considered a security incident. Grantee shall make a report to Commerce not more than seven business days after Grantee learns of such use or disclosure. Grantee's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Grantee has done or shall do to mitigate any detrimental effect of the unauthorized use or disclosure, and (v) what corrective action Grantee has taken or shall take to prevent future similar unauthorized use or disclosure. Grantee shall provide such other information, including a written report, as Commerce's Information Security Manager requests.

In the event of a breach of security concerning confidential personal information involved with this Agreement, Grantee shall comply with s. 501.171, F.S., as applicable. When notification to affected persons is required by statute, Grantee shall provide that notification, but only after receipt of Commerce's written approval of the contents of the notice. Defined statutorily, and for purposes of this Agreement, "breach

of security” or “breach” means the unauthorized access of data in electronic form containing personal data. Good faith acquisition of personal information by an employee or agent of Grantee is not a breach, provided the information is not used for a purpose unrelated to Grantee’s obligations under this Agreement or is not subject to further unauthorized use.

N. PATENTS, COPYRIGHTS, AND ROYALTIES

1. All legal title and every right, interest, claim or demand of any kind, in and to any patent, trademark or copyright, or application for the same, or any other intellectual property right to, the work developed or produced under or in connection with this Agreement, is the exclusive property of Commerce to be granted to and vested in the Florida Department of State for the use and benefit of the state; and no person, firm or corporation shall be entitled to use the same without the written consent of the Florida Department of State. Any contribution by Grantee or its employees, agents or contractors to the creation of such works shall be considered works made for hire by Grantee for Commerce and, upon creation, shall be owned exclusively by Commerce. To the extent that any such works may not be considered works made for hire for Commerce under applicable law, Grantee agrees, upon creation of such works, to automatically assign to Commerce ownership, including copyright interests and any other intellectual property rights therein, without the necessity of any further consideration.
2. If any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Agreement, Grantee shall refer the discovery or invention to Commerce who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida.
3. Where activities supported by this Agreement produce original writings, sound recordings, pictorial reproductions, drawings, or other graphic representations and works of any similar nature Commerce has the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to allow others acting on behalf of Commerce to do so. Grantee shall give Commerce written notice when any books, manuals, films, websites, web elements, electronic information, or other copyrightable materials are produced.
4. Notwithstanding any other provisions herein, in accordance with s. 1004.23, F.S., a State University is authorized in its own name to perform all things necessary to secure letters of patent, copyrights, and trademarks on any works it produces. Within 30 calendar days of same, the president of a State University shall report to the Department of State any such university’s action taken to secure or exploit such trademarks, copyrights, or patents in accordance with s. 1004.23(6), F.S.

O. INFORMATION TECHNOLOGY RESOURCE

Grantee shall obtain prior written approval from the appropriate Commerce authority before purchasing any Information Technology Resource (ITR) or conducting any activity that will impact Commerce’s electronic information technology equipment or software, in any way. ITR includes computer hardware, software, networks, devices, connections, applications, and data. Grantee shall contact the Commerce

Agreement Manager listed herein in writing for the contact information of the appropriate Commerce authority for any such ITR purchase approval.

P. NONEXPENDABLE PROPERTY

1. For the requirements of this Nonexpendable Property section of the Agreement, "nonexpendable property" is the same as "property" as defined in s. 273.02, F.S., (equipment, fixtures, and other tangible personal property of a nonconsumable and nonexpendable nature).
2. All nonexpendable property, purchased under this Agreement, shall be listed on the property records of Grantee. Grantee shall inventory annually and maintain accounting records for all nonexpendable property purchased and submit an inventory report to Commerce with the final expenditure report. The records shall include, at a minimum, the following information: property tag identification number, description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer's serial number(s), date of acquisition, and the current condition of the item.
3. At no time shall Grantee dispose of nonexpendable property purchased under this Agreement without the written permission of and in accordance with instructions from Commerce.
4. Immediately upon discovery, Grantee shall notify Commerce, in writing, of any property loss with the date and reason(s) for the loss.
5. Grantee shall be responsible for the correct use of all nonexpendable property Grantee purchases or Commerce furnishes under this Agreement.
6. A formal Agreement amendment is required prior to the purchase of any item of nonexpendable property not specifically listed in Attachment 1: Scope of Work.
7. Upon the Expiration Date of this Agreement, Grantee is authorized to retain ownership of any nonexpendable property purchased under this Agreement; however, Grantee hereby grants to Commerce a right of first refusal in all such property prior to disposition of any such property during its depreciable life, in accordance with the depreciation schedule in use by Grantee. Grantee shall provide written notice of any such planned disposition and await Commerce's response prior to disposing of the property. "Disposition" as used herein, shall include, but is not limited to, Grantee no longer using the nonexpendable property for the uses authorized herein, the sale, exchange, transfer, trade-in, or disposal of any such nonexpendable property. Commerce, in its sole discretion, may require Grantee to refund to Commerce the fair market value of the nonexpendable property at the time of disposition rather than taking possession of the nonexpendable property.

Q. REQUIREMENTS APPLICABLE TO THE PURCHASE OF OR IMPROVEMENTS TO REAL PROPERTY

In accordance with s. 287.05805, F.S., if funding provided under this Agreement is used for the purchase of or improvements to real property, Grantee shall grant Commerce a security interest in the property in the amount of the funding provided by this Agreement for the purchase of or improvements to the real property for five years from the date of purchase or the completion of the improvements or as further required by law.

Upon the Expiration Date of the Agreement, Grantee shall be authorized to retain ownership of the improvements to real property set forth in this Agreement in accordance with the following: Grantee is authorized to retain ownership of the improvements to real property so long as: (1) Grantee is not sold, merged or acquired; (2) the real property subject to the improvements is owned by Grantee; and (3) the

real property subject to the improvements is used for the purposes provided in this Agreement. If within five years of the termination of this Agreement, Grantee is unable to satisfy the requirements stated in the immediately preceding sentence, Grantee shall notify Commerce in writing of the circumstances that will result in the deficiency upon learning of it, but no later than 30 calendar days prior to the deficiency occurring. In such event, Commerce shall have the right, within its sole discretion, to demand reimbursement of part or all of the funding provided to Grantee under this Agreement.

R. CONSTRUCTION AND INTERPRETATION

The title, section, and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions of this Agreement. The term "Agreement" means this Agreement together with all attachments and exhibits hereto, as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms hereof. The use in this Agreement of the term "including" and other words of similar import mean "including, without limitation" and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word "or" is not exclusive and the words "herein," "hereof," "hereunder," and other words of similar import refer to this Agreement, including any Exhibits and Attachments, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Agreement. As appropriate, the use herein of terms importing the singular shall also include the plural, and vice versa. The reference to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and the reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. All references to "\$" shall mean United States dollars. The term "Grantee" includes any person or entity which has been duly authorized to and has the actual authority to act or perform on Grantee's behalf. The term "Commerce" includes the State of Florida and any successor office, department, or agency of Commerce, and any person or entity which has been duly authorized to and has the actual authority to act or perform on Commerce's behalf. The recitals of this Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Agreement and the Parties. Time is of the essence with respect to the performance of all obligations under this Agreement. Each Party has read and understands this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

S. CONFLICT OF INTEREST

This Agreement is subject to chapter 112, F.S. Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a 5% interest in Grantee or its affiliates.

T. GRANTEE AS INDEPENDENT CONTRACTOR

Grantee is at all times acting and performing as an independent contractor. Commerce has no ability to exercise any control or direction over the methods by which Grantee may perform its work and functions, except as provided herein. Nothing in this Agreement may be understood to constitute a partnership or joint venture between the Parties.

U. EMPLOYMENT ELIGIBILITY VERIFICATION – E-VERIFY

1. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new

employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at <https://www.e-verify.gov/>.

2. In accordance with section 448.095, F.S., the State of Florida expressly requires the following:
 - a) Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
 - b) An employer shall verify each new employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8 C.F.R. 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility.
3. If an entity does not use E-Verify, the entity shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

V. NOTIFICATION OF INSTANCES OF FRAUD

Upon discovery, Grantee shall report all known or suspected instances of Grantee, or Grantee's agents, contractors or employees, operational fraud or criminal activities to Commerce's Agreement Manager in writing within 24 chronological hours.

W. NON-DISCRIMINATION

Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. Grantee shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.

X. ASSIGNMENTS

Grantee shall not assign, subcontract, or otherwise transfer its rights, duties, or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of Commerce, which consent may be withheld in Commerce's sole and absolute discretion. Commerce is at all times entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida. Any attempted assignment of this Agreement or any of the rights hereunder by Grantee in violation of this provision shall be void *ab initio*.

Y. ENTIRE AGREEMENT; SEVERABILITY

This Agreement, and the attachments and exhibits hereto, embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. If a court of competent jurisdiction voids or holds unenforceable any provision of this Agreement, then that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions shall remain in full force and effect. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. If any

inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

Z. WAIVER; GOVERNING LAW; ATTORNEYS' FEES, DISPUTE RESOLUTION

1. **Waiver.** No waiver by Commerce of any of provision herein shall be effective unless explicitly set forth in writing and signed by Commerce. No waiver by Commerce may be construed as a waiver of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure by Commerce to exercise, or delay in exercising, any right, remedy, power or privilege under this Agreement may be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies set forth herein are cumulative and not exclusive.
2. **Governing Law.** The laws of the State of Florida shall govern the construction, enforcement, and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction. The Parties expressly consent to exclusive jurisdiction and venue in any state court located in Leon County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense. **IN ANY LEGAL OR EQUITABLE ACTION BETWEEN THE PARTIES, THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW.**
3. **Attorneys' Fees, Expenses.** Except as set forth otherwise herein, each of the Parties shall pay its own attorneys' fees and costs in connection with the execution and delivery of this Agreement and the transactions contemplated hereby.
4. **Dispute Resolution.** Commerce shall decide disputes concerning the performance of the Agreement, and Commerce shall serve written notice of same to Grantee. Commerce's decision shall be final and conclusive unless within 21 calendar days from the date of receipt, Grantee files with Commerce a petition for administrative hearing. Commerce's final order on the petition shall be final, subject to any right of Grantee to judicial review pursuant to chapter 120.68, F.S. Exhaustion of administrative remedies is an absolute condition precedent to Grantee's ability to pursue any other form of dispute resolution; provided however, that the Parties may employ the alternative dispute resolution procedures outlined in chapter 120, F.S.

AA. INDEMNIFICATION

If Grantee is a state agency or subdivision, as defined in s. 768.28(2), F.S., pursuant to s. 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.

1. Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees for that portion of any loss or damages the negligent act or omission of Commerce or the State proximately caused.
2. Further, Grantee shall fully indemnify, defend, and hold harmless the State and Commerce from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from

or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to Commerce's misuse or modification of Grantee's products or Commerce operation or use of Grantee's products in a manner not contemplated by this Agreement. If any product is the subject of an infringement suit, or in Grantee's opinion is likely to become the subject of such a suit, Grantee may, at Grantee's sole expense, procure for Commerce the right to continue using the product or to modify it to become non-infringing. If Grantee is not reasonably able to modify or otherwise secure for Commerce the right to continue using the product, Grantee shall remove the product and refund Commerce the amounts paid in excess of a reasonable fee, as determined by Commerce in its sole and absolute discretion, for past use. Commerce shall not be liable for any royalties.

3. Grantee's obligations under the two immediately preceding paragraphs above, with respect to any legal action are contingent upon the State or Commerce giving Grantee (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense, and (3) assistance in defending the action at Grantee's sole expense. Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or Commerce in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
4. The State and Commerce may, in addition to other remedies available to them at law or equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of Grantee or its affiliates to the State against any payments due Grantee under any Agreement with the State.

BB. CONTACT INFORMATION FOR GRANTEE AND COMMERCE CONTACTS

Grantee's Payee:	Grantee's Agreement Manager:
Board of County Commissioners Palm Beach County	Jennifer Cirillo
P.O. Box 4036	2700 6 th Avenue South
West Palm Beach, FL 33402	Lake Worth, FL 33461
Phone: 561-963-6712	Phone: 561-966-6613
Email: mszakacs@pbccgov.org	Email: jcirillo@pbccgov.org

Commerce's Agreement Manager:	Commerce's Secondary Agreement Manager:
Paige Proenza	Megan Brand
107 E Madison Street	107 E Madison Street
Tallahassee, Florida 32399	Tallahassee, Florida 32399
(850) 245-7459	(850) 245-7461
(850) 2445-7470	(850) 2445-7470
Paige.Proenza@Commerce.fl.gov	Megan.Brand@Commerce.fl.gov

CC. NOTICES

The Parties' respective contact information is set forth in the immediately preceding paragraph and may be subject to change at the Parties' discretion. If the contact information changes, the Party making such change will notify the other Party in writing. Where the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted via email, if the sender on the same day sends a confirming copy of such notice by certified or registered mail; (iii) the next business day following the day on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and in all attachments hereto, the Parties, through their duly authorized representatives, sign this Agreement and represent and warrant that they understand the Agreement and Attachments' terms and conditions as of the Effective Date.

R2024 0395 APR 09 2024

FLORIDA DEPARTMENT OF COMMERCE

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

By J. Alex Kelly
Signature
J. Alex Kelly
Title Secretary
Date 3/3/2024

By Maria Sachs
Signature
Maria Sachs
Title Mayor, Palm Beach County Board of County Commissioners
Date 2/27/24

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

OFFICE OF GENERAL COUNSEL
DEPARTMENT OF COMMERCE

By: Valerie Wright
Approved Date: 3/1/2024

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

Approved as to form and legal sufficiency

By: Anne Helfant
Anne Helfant, Senior County Attorney
Approved Date: 2-22-2024

Approved as to Terms and Conditions

By: Joseph Cicillo
Department Director

ATTACHMENT 1
SCOPE OF WORK

A. PROJECT DESCRIPTION: The 2023-2024 General Appropriations Act, Line 2341A, appropriated Seven Hundred Fifty Thousand Dollars and Zero Cents (\$750,000.00) to the Palm Beach County Board of County Commissioners/Parks & Recreation Department ("Grantee") to assist in the repair and renovation to the Coast Guard Station buildings, boathouse, and bunker located on Peanut Island.

The Peanut Island Project will revitalize Peanut Island's legacy of eco-tourism by renovating these historic facilities that played a significant coastal defense role in World War II, were involved in the Cuban Missile Crisis, and served as the fallout bunker for President John F. Kennedy. Facilities to be renovated with this funding include the docks associated with the Coast Guard facility, the Kennedy Bunker, the Coast Guard Station House, and the Coast Guard Boat House. Restoration/replacement of these facilities are expected to increase access to recreational activities and increase tourism to the Island by providing both local and out of state visitors the chance to visit a unique and important location in American history. Following restoration of the structures, Palm Beach County Parks and Recreation Department plans to operate the site as a cultural/historical museum with additional focus toward environmental education expected to increase annual tourism to the island park by several thousand people.

Funding for this agreement will be used for the professional engineering, planning, design, permitting and restoration services.

B. GRANTEE RESPONSIBILITIES:

1. **Pre-Construction:**
 - a. **Design Development:** Develop designs, drawings, and specifications for licensed general contractors to bid.
 - b. **Issuance of Permits:** The Grantee shall acquire and pay for all necessary permits as applicable.
 - c. A complete construction budget.
 - d. Completion of all required surveys signed off by the project architect.
 - e. Provide a minimum of \$750,000.00 in local funding as match for the Project, by the end of the Agreement period. Grantee shall provide a letter and supporting documentation to Commerce's Agreement Manager which demonstrates that the Grantee met its match requirements, including, but not necessarily limited to: the source of the contribution; the amount of each contribution and provide a summary of all match contributions. Commerce reserves the right to request any additional documentation Commerce deems necessary to support the Grantee's claim that it has met the match requirement. Commerce shall retain five percent (5%) of the total grant award as a financial consequence if Grantee fails to provide proof of match funds.
2. **Construction and Renovation:** Grantee shall complete renovation activities to the Coast Guard station building, boathouse, docks, and John F. Kennedy fallout bunker as follows:
 - a. Construction of a new dock system that will service the Coast Guard campus and Kennedy Bunker. New docks will replicate the design of the prior dock system. Specific project tasks include:

- 1. Demolition and material removal of the existing failed dock structures.
- 2. Construction of two new docks of the same design to replace the existing failed dock system.
- b. Design services associated with the renovation of the John F. Kennedy fallout bunker, Coast Guard Station House and Coast Guard Boat House.

C. **COMMERCE'S RESPONSIBILITIES:** Commerce shall monitor progress, review reports, conduct site visits, as Commerce determines necessary, at Commerce's sole and absolute discretion, and process payments to Grantee.

D. **DELIVERABLES:** Grantee agrees to provide the following services as specified:

Deliverable No. 1 – Pre-Construction & Construction		
Tasks	Minimum Level of Service	Financial Consequences
Task 1: Grantee shall complete the activities for pre-construction, as specified in Section B.1. of this Scope of Work.	At a minimum, Grantee shall complete one (1) task as specified in Section B.1. As evidence of completion, the Grantee shall submit to Commerce's Agreement Manager the following: a. Copies of all documents as required in B.1. b. A statement from a professional engineer and/ or architect certifying the work was performed as required, and c. Invoice package in accordance with Section F of this Scope of Work.	Failure to perform the Minimum Level of Service shall result in non-payment.
Task 2: Grantee shall complete the activities for construction, as detailed in Section B.2. of this Scope of Work.	Grantee may be reimbursed upon 10%, 20%, 30%, 40%, 50%, 60%, 70%, 80%, 90%, and 100% completion of this deliverable, as evidenced by	Failure to perform the Minimum Level of Service shall result in non-payment. Commerce shall withhold 10% of the total Agreement amount until Grantee provides proof

	submission of the following: a. Completed AIA Forms, G702 and G703, signed by a licensed professional, certifying to the percentage of project completion. b. Photographs of the project in progress; and c. Invoice package in accordance with Section F of this Scope of Work.	to Commerce, and Commerce accepts that the Project is 100% complete.
TOTAL AWARD NOT TO EXCEED: \$750,000.00		

E. REPORTING:

1. Quarterly: Grantee shall provide a quarterly report listing all progress relating to the Deliverables in Section D. Quarterly reports are due to Commerce within 30 calendar days after the end of each quarter, until submission of the final invoice package. The ending dates for each quarter of the program year are September 30, December 31, March 31, and June 30. The quarterly report shall include a summary of project progress, indicating percentage of completion of each Deliverable, and all additional reports which are required pursuant to this Agreement, including but not limited to, reports documenting the positive return on investment to the State that results from Grantee's project and its use of Award Funds. The summary shall also include any issues or events occurring which affect the ability of the Grantee to meet the terms of this Agreement. If all required reports and copies are not sent to Commerce or are not completed in a manner acceptable to Commerce, payments may be withheld until the reports are properly completed or otherwise allowable by law.
2. Minority and Service-Disabled Veteran Business Enterprise Report: Grantee shall provide a Minority and Service-Disabled Veteran Business Enterprise Report (Attachment 4) with each invoice summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors and material suppliers for that period and the project to date. Grantee shall include the names, addresses, and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant. Commerce's Minority Coordinator can be reached at (850) 245-7455 to answer concerns and questions.
3. Close-out Report: No later than 60 calendar days after the Agreement ends or is terminated, Grantee shall provide copies of all paid invoices to document completed work.
4. Annual Report: The Grantee shall submit an Annual Report (Attachment 5), including the most recent IRS Form 990, detailing the total compensation for the Grantee's executive leadership team(s). Total compensation shall include salary, bonuses, cash-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real property gifts and any other payout. All compensation reports must indicate what percent of compensation comes directly from the State and/or Federal allocations. The annual report will be due to Commerce 30 calendar days after the submittal of the 990 form to the IRS. The Grantee must inform Commerce of any changes in total executive compensation between annual reports within 60 calendar days of the change

- F. INVOICE SUBMITTAL AND PAYMENT SCHEDULE: Commerce shall pay Grantee in accordance with the following schedule in the amount identified per deliverable in Section D above. The deliverable amount specified does not establish the value of the deliverable. In

accordance with the requirements of s. 215.971(1), F.S., and the **Audit Requirements and Compliance** section of this Agreement, Grantee and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period.

1. Grantee shall provide one invoice per month for all services rendered during the applicable period. Grantee shall submit invoices as set forth below to be eligible to receive and retain payment for the performance of duties and completion of deliverables set forth above. Grantee shall submit all documentation necessary to support Grantee's expenditures. Commerce may request any information from Grantee that Commerce deems necessary to verify that Grantee has performed the services for which payment is requested. Grantee's submission of each invoice package is Grantee's certification that it has performed the services and incurred the costs in compliance with all applicable laws and the terms of this Agreement. Grantee will provide invoices in accordance with the requirements of the Reference Guide for State Expenditures available at: <https://www.myfloridacfo.com/docs/default-source/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>. Invoices must be legible and must clearly reflect the performance for which payment is sought. Payment does not become due under this Agreement until Commerce accepts and approves the invoiced deliverable(s) and any required report(s). At Commerce's option, Grantee may submit invoices electronically. Grantee shall submit its final invoice for payment to Commerce no later than 60 days after this Agreement ends and Commerce may, at Commerce's sole and absolute discretion, refuse to honor any requests for payment submitted after this deadline.
2. Invoices must contain Grantee's name, address, federal employer identification number or other applicable Grantee identification number, the Agreement number, the invoice number, and the invoice period. Grantee shall submit the following documents with the itemized invoice:
 - a. A cover letter signed by Grantee's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section D, Deliverables, of this Scope of Work; (3) have been paid or that professional services have been rendered in a rural community or rural area of opportunity as defined in section 288.065(2), F.S.; and (4) were incurred during the Agreement period;
 - b. Grantee's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date;
 - c. A certification by a licensed engineer using AIA forms G702 and G703, or their substantive equivalents, certifying that the project, or a quantifiable portion of the project, is complete;
 - d. Before and after photographs of the completed work;
 - e. A copy of all supporting documentation for vendor payments;
 - f. A copy of the cancelled check(s) specific to the project; and
 - g. A copy of the bank statement that includes the cancelled check.
3. The State may require any other information from Grantee that the State deems necessary to verify that the services have been rendered under the Agreement.
4. All documentation necessary to support payment requests must be submitted with Grantee's invoice for Commerce's review.
5. Grantee's invoice and all documentation necessary to support payment requests must be submitted into Commerce's Subrecipient Enterprise Resource Application (SERA). Further instruction on SERA invoicing and reporting, along with a copy of the invoice template, will be provided upon execution of the Agreement.

6. If the Grantee is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2), the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting either of the criteria set forth below, the Grantee may elect in writing to exercise this provision.
 - a. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., that demonstrates financial hardship; or
 - b. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2), F.S., and which is located in a fiscally constrained county, as defined in section 218.67(1), F.S. If the Grantee meets the criteria set forth in this paragraph, then the Grantee is deemed to have demonstrated a financial hardship.
- G. **RETURN ON INVESTMENT:** Grantee is required to provide, on or before October 31, 2023, an initial report identifying actual returns on investment by fiscal year for state funding previously received (if applicable), as well as projected positive returns the state will receive by providing Grantee funding through this Agreement.
 1. Beginning at the end of the first full quarter following execution of this Agreement, Grantee shall provide quarterly update reports directly to Commerce's Agreement Manager documenting the positive return on investment to the state that results from the Grantee's project and its use of monies provided under this Agreement.
 2. Quarterly update reports shall be provided to Commerce's Agreement Manager within 30 calendar days after the end of each quarter thereafter until Grantee is instructed that no further reports are needed.
- H. **FINANCIAL CONSEQUENCES FOR FAILURE TO TIMELY AND SATISFACTORILY PERFORM:** Failure to complete all deliverables in accordance with the requirements of this Agreement, and most particularly the deliverables specified above in Section D, Deliverables, will result in Commerce's assessment of the specified financial consequences. If appropriate, should the Parties agree to a corrective action plan, the plan shall specify additional financial consequences to be applied after the effective date of the corrective action plan. This provision for financial consequences shall in no manner affect Commerce's right to terminate the Agreement as provided elsewhere in the Agreement.

- End of Attachment 1 (Scope of Work) -

Attachment 2 AUDIT REQUIREMENTS

The administration of resources awarded by Commerce to the recipient (herein otherwise referred to as "Grantee") may be subject to audits and/or monitoring by Commerce as described in this Attachment 2.

MONITORING. In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Commerce staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by Commerce. In the event the Commerce determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Commerce staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS.

PART I: FEDERALLY FUNDED. This part is applicable if the recipient is a state or local government, or a nonprofit organization as defined in 2 CFR §200.1.

1. A recipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through Commerce by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from Commerce. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

PART II: STATE FUNDED. This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through Commerce by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from Commerce, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.
2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit

- complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

PART III: OTHER AUDIT REQUIREMENTS.

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

N/A

PART IV: REPORT SUBMISSION.

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR§200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.1 and §200.512. The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.
2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the recipient directly to each of the following:
- a. Commerce at each of the following addresses:
- | | | |
|--|----|-----------------------------|
| Electronic copies (preferred): | or | Paper (hard copy): |
| Audits@commerce.fl.gov | | Department of Commerce |
| | | MSC # 75, Caldwell Building |
| | | 107 East Madison Street |
| | | Tallahassee, FL 32399-4126 |
- b. The Auditor General's Office at the following address:
- Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450
- The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.
3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of the recipient directly to:

Electronic copies (preferred):
Auditor@commerce.fl.gov

or

Paper (hard copy):
Department of Commerce
MSC # 75, Caldwell Building
107 East Madison Street
Tallahassee, FL 32399-4126

4. Any reports, management letters, or other information required to be submitted to Commerce pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Recipients, when submitting financial reporting packages to Commerce for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION. The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow Commerce, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to Commerce, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by Commerce. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

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EXHIBIT 1 to Attachment 2

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT
CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project
STATE AWARDED AGENCY: FLORIDA DEPARTMENT OF COMMERCE
CSFA NUMBER: 40.038
CSFA TITLE: LOCAL ECONOMIC DEVELOPMENT INITIATIVES
TOTAL STATE AWARD AMOUNT: \$750,000.00

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED
PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

1. ACTIVITIES ARE LIMITED TO THOSE SPECIFIED IN ATTACHMENT 1, SCOPE OF WORK,
OF THIS AGREEMENT

NOTE: 2 CFR § 200.331, as revised, and s. 215.97(5), F.S., require that the information about Federal Programs
and State Projects included in Exhibit 1 be provided to the recipient.

- Remainder of Page Intentionally Left Blank -

Attachment 3

AUDIT COMPLIANCE CERTIFICATION

Grantee Name: _____
FEIN: _____
Grantee's Fiscal Year: _____
Contact Person Name and Phone Number: _____
Contact Person Email Address: _____

1. Did Grantee expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and the Department of Commerce (Commerce)? ____ Yes ____ No

If the above answer is yes, also answer the following before proceeding to item 2:

Did Grantee expend \$750,000 or more of state financial assistance (from Commerce and all other sources of state financial assistance combined) during its fiscal year? ____ Yes ____ No

If yes, Grantee certifies that it will timely comply with all applicable state single or project-specific audit requirements of s. 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did Grantee expend federal awards, during its fiscal year that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and Commerce? ____ Yes ____ No

If the above answer is yes, also answer the following before proceeding to execution of this certification:

Did Grantee expend \$750,000 or more in federal awards (from Commerce and all other sources of federal awards combined) during its fiscal year? ____ Yes ____ No

If yes, Grantee certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 CFR Part 200, Subpart F, as revised.

By signing below, I certify, on behalf of Grantee, that the above representations for items 1 and 2 are true and correct.

_____ Signature of Authorized Representative	_____ Date
_____ Printed Name of Authorized Representative	_____ Title of Authorized Representative

ATTACHMENT 4 - DEPARTMENT OF COMMERCE
Office of Procurement
CONTRACTOR MONTHLY MINORITY & VETERAN BUSINESS ENTERPRISE REPORT

(Company Name, Street Address, City & Zip Code)

Commerce Contract Number:

Commerce Project Name:

Contract Amount

\$0.00

MBE Participation Amount:

\$0.00

DV Participation Amount:

\$0.00

MBE Percentage

DV Percentage

Contract Vendor Invoice #

0

Date (mm dd, yyyy)

MINORITY BUSINESS ENTERPRISE (MBE)

** Include consultants, sub-contractors, travel agents, etc. who provided services on this project.

** Minority Business Enterprise	Description	** MBE Status	State Certified MBE (Yes or No)	MBE Contract \$ Amount	\$ Amount this Invoice	Total Paid	Balance Due	Project Type (Commodities or Contractual Services)
				\$ -	\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	\$ -	
TOTALS				\$ -	\$ -	\$ -	\$ -	

** Certified MBE: H - African American I - Hispanic J - Asian/Hawaiian K - Native American M - American Women

** Non-Certified MBE: N - African American O - Hispanic P - Asian/Hawaiian Q - Native American R - American Women

FLORIDA VETERAN BUSINESS ENTERPRISE (VBE)

* Include consultants, sub-contractors, travel agents, etc. who provided services on this project.

* Florida Veteran Business Enterprise	Description	* V Status	State Certified V Business (Yes or No)	V Contract \$ Amount	\$ Amount this Invoice	Total Paid	Balance Due	Project Type (Commodities or Contractual Services)
				\$ -	\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	\$ -	
TOTALS				\$ -	\$ -	\$ -	\$ -	

* Certified V: W - Veteran Business * Non-Certified V: Y - Veteran Business

INCLUDE THIS FORM WITH YOUR INVOICE

Attachment 5
Total Compensation for Executive Leadership

(Executive Order 20-44)

Entity Name:

Employee Name						
Title						
Salary						
Bonuses						
Cashed-In Leave						
Cash Equivalents						
Cash Equivalents Description						
Severance Pay						
Retirement Benefits						
Employer-Paid Insurance Benefits						
Deferred Compensation						
Real Property Gifts						
Real Property Gifts Description						
Other Payouts						
Other Payouts Description						
Employer-Paid Insurance Benefits						
Total Compensation						
Accrued Leave and Holiday Benefits						

Percentage of Total Compensation from Federal or State Funds						
--	--	--	--	--	--	--

Definitions:
Executive Leadership - Anyone who is included by name or title on the form 990, part VII, or Schedule J.
Cash Equivalents: Gift cards, vouchers, tickets, or other items of monetary value.
Other payouts: Cell phone allowances, tuition, gym memberships, and car allowances, etc.
Employer-Paid Insurance Benefits: Amount of insurance paid by the employer for health, vision, life, dental, disability, etc. (does not include taxes such as FICA, reemployment, etc.)
Accrued Leave and Holiday Benefits: Value of vacation, sick, and PTO accrued during the year and holiday available to the employee

**AMENDMENT ONE TO
GRANT AGREEMENT
BETWEEN
STATE OF FLORIDA, DEPARTMENT OF COMMERCE
AND
PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS**

JAN 07 2025

R 2025 0047

On March 3, 2024, the State of Florida, Department of Commerce ("Commerce") and the Palm Beach County Board of County Commissioners ("Grantee") entered into Grant Agreement HL241 ("Agreement"). Commerce and Grantee are sometimes referred to herein individually as a "Party" and collectively as "the Parties."

WHEREAS, Section D, Modification, of the Agreement provides that any amendment to the Agreement shall be in writing and executed by the Parties thereto; and

WHEREAS, Grantee received an additional appropriation of \$1,000,000.00 from line 2347A of the FY 2024-2025 General Appropriations Act, Chapter 2024-231, Laws of Florida; and

WHEREAS, the Parties wish to amend the Agreement as set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

- 1. Section A, Agreement Period, is hereby deleted in its entirety and replaced with the following:

This Agreement is effective as of July 1, 2023, (the "Effective Date") and shall continue until the earlier to occur of (a) June 30, 2026, (the "Expiration Date") or (b) the date on which either Party terminates this Agreement (the "Termination Date"). The period of time between the Effective Date and the Expiration Date or Termination Date is the "Agreement Period."

- 2. Section B, Funding, is hereby deleted in its entirety and replaced with the following:

This Agreement is a cost reimbursement Agreement. Commerce shall pay Grantee up to One Million Seven Hundred Fifty Thousand Dollars and Zero Cents (\$1,750,000.00), which includes Seven Hundred Fifty Thousand Dollars and Zero Cents (\$750,000.00) in Specific Appropriation line item 2341A from the FY 2023-2024 General Appropriations Act, and One Million Dollars and Zero Cents (\$1,000,000.00) in Specific Appropriation line item 2347A from the FY 2024-2025 General Appropriations Act. Commerce shall not pay Grantee's costs related to this Agreement incurred outside of the Agreement Period. In conformity with s. 287.0582, F.S., the State of Florida and Commerce's performance and obligation to pay any Award Funds under this Agreement is contingent upon an annual appropriation by the Legislature. Commerce shall have final unchallengeable authority as to both the availability of funds and what constitutes an "annual appropriation" of funds. Grantee shall not expend Award Funds to pay any costs incurred in connection with any defense against any claim or appeal of the State of Florida or any agency or instrumentality thereof (including Commerce); or to pay any costs incurred in connection with the prosecution of any claim or

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appeal against the State of Florida or any agency or instrumentality thereof (including Commerce), which Grantee instituted or in which Grantee has joined as a claimant. Grantee shall either (i) maintain Award Funds in a separate bank account, or (ii) expressly designate in Grantee's business records and accounting system that the Award Funds originated from this Agreement. Grantee shall not commingle Award Funds with any other funds. Commerce may refuse to reimburse Grantee for purchases made with commingled funds. Grantee's costs must be in compliance with all laws, rules, and regulations applicable to expenditures of State funds, including the Reference Guide for State Expenditures (https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2).

3. Attachment 1, Scope of Work, is hereby deleted in its entirety and replaced with the revised Attachment 1 attached hereto.
4. Exhibit 1 to Attachment 2 is hereby deleted in its entirety and replaced with the revised Exhibit 1 to Attachment 2 attached hereto.
5. All other terms and conditions of the Agreement remain in full force and effect.

~Remainder of this page left intentionally blank~

IN WITNESS THEREOF, by signature below, the Parties agree to abide by the terms, conditions, and provisions of Agreement # HL241 as amended. This Amendment is effective on the date the last Party signs this Amendment.

R 2025 0047

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS	FLORIDA DEPARTMENT OF COMMERCE
SIGNED: <u>Maria G. Marino</u>	SIGNED: <u>J. Alex Kelly</u>
Maria G. Marino	J. Alex Kelly
Mayor	Secretary
DATE: <u>JAN 07 2025</u>	DATE: <u>1/8/2025</u>

APPROVED AS TO TERMS AND CONDITIONS

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

By: [Signature]
Department Director Date

OFFICE OF GENERAL COUNSEL
FLORIDA DEPARTMENT OF COMMERCE
By: Valerie Wright
Approved Date: 1/8/2025

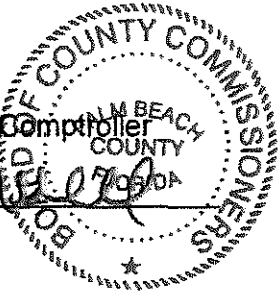
APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: [Signature] 12-16-24
Senior Assistant County Attorney Date

ATTEST:

Joseph Abruzzo
Clerk of the Circuit Court & Comptroller

By: [Signature]
Deputy Clerk



**ATTACHMENT 1
SCOPE OF WORK**

- A. PROJECT DESCRIPTION:** Palm Beach County, Florida, Board of County Commissioners ("Grantee") received appropriations totaling One Million Seven Hundred Fifty Thousand Dollars and Zero Cents (\$1,750,000.00), which includes Seven Hundred Fifty Thousand Dollars and Zero Cents (\$750,000.00) in Specific Appropriation line item 2341A from the FY 2023-2024 General Appropriations Act (Chapter 2023-239, Laws of Florida), and One Million Dollars and Zero Cents (\$1,000,000.00) in Specific Appropriation line item 2347A from the FY 2024-2025 General Appropriations Act (Chapter 2024-231, Laws of Florida). Funding was awarded to assist in the pre-construction activities for renovations to the John F. Kennedy Bunker, Coast Guard Station House, Coast Guard Boat House, and construction of the associated dock system for these facilities located on Peanut Island.

The Peanut Island Project will revitalize Peanut Island's legacy of eco-tourism by renovating these historic facilities that played a significant coastal defense role in World War II, were involved in the Cuban Missile Crisis, and served as the fallout bunker for President John F. Kennedy. Facilities to be renovated with this funding include the docks associated with the Coast Guard facility, the Kennedy Bunker, the Coast Guard Station House, and the Coast Guard Boat House. Restoration/replacement of these facilities are expected to increase access to recreational activities and increase tourism to the Island by providing both local and out of state visitors the chance to visit a unique and important location in American history. Following restoration of the structures, Palm Beach County Parks and Recreation Department plans to operate the site as a cultural/historical museum with additional focus toward environmental education expected to increase annual tourism to the island park by several thousand people.

Funding for this agreement will be used for the professional engineering, planning, design, surveys permitting, and construction.

B. GRANTEE RESPONSIBILITIES:

1. Design and construction of dock system to service the Coast Guard campus and Kennedy Bunker. Tasks to be completed include:
 - a. Pre-construction activities
 - Develop designs and construction drawings.
 - Obtain necessary permits as applicable.
 - Complete all required surveys.
 - b. Construction of dock system
 - Construct new dock system that will service the Coast Guard campus and Kennedy Bunker. New docks will replicate the design of the prior dock system. Specific project tasks include demolition and material removal of the existing failed dock structures and construction of two new docks of the same design to replace the existing failed dock system.
2. Pre-construction activities for renovations to the John F. Kennedy fallout bunker, Coast Guard Station House, and Coast Guard Boat House. Tasks to be completed include:
 - a. Develop designs and construction drawings.
 - b. Obtain necessary permits as applicable.
 - c. Complete all required surveys.

C. **COMMERCE’S RESPONSIBILITIES:** Commerce shall monitor progress, review reports, conduct site visits, as Commerce determines necessary, at Commerce’s sole and absolute discretion, and process payments to Grantee.

D. **DELIVERABLES:** Grantee agrees to provide the following services as specified:

Deliverable No. 1 – Pre-Construction/Construction of Docks		
Task	Minimum Level of Service	Financial Consequences
Task 1: Pre-Construction Complete dock system pre-construction tasks in accordance with Section B.1.a of this Scope of Work.	Complete dock pre-construction tasks in accordance with Section B.1.a of this Scope of Work. Grantee may request reimbursement upon completion of a minimum of one (1) task in accordance with Section B.1.a of this Scope of Work. Completion shall be evidenced by submission to Commerce’s Agreement Manager of the following, as applicable: 1. Copy of construction design drawings for dock system; 2. Copies of all required permits issued; 3. Copies of all surveys as applicable; and 4. Invoice package in accordance with Section F of this Scope of Work.	Failure to meet the Minimum Level of Service shall result in non-payment.
Task 2: Construction of dock system Complete construction in accordance with Section B.1.b of this Scope of Work.	Complete construction in accordance with Section B.1.b of this Scope of Work. Grantee may request reimbursement upon completion of construction in accordance with Section B.1.b of this Scope of Work in the following increments: 10%, 20%, 30%, 40%, 50%, 60%, 70%, 80%, 90% and 100%. Completion shall be	Failure to meet the Minimum Level of Service shall result in non-payment.

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	evidenced by submission to Commerce's Agreement Manager of the following:	
	1. Completed AIA Forms G702 and G703, or their substantive equivalent, certifying that the project, or a quantifiable portion of the project is complete; 2. Photographs of the project in progress or complete; and 3. Invoice package in accordance with Section F of this Scope of Work.	
Total for Deliverable No. 1 Not to Exceed \$750,000.00		
Deliverable No. 2 – Pre-Construction for Bunker, Station House, and Boat House		
Task	Minimum Level of Service	Financial Consequences
Complete pre-construction tasks in accordance with Section B.2 of this Scope of Work.	Complete pre-construction tasks in accordance with Section B.2 of this Scope of Work. Completion shall be evidenced by submission to Commerce's Agreement Manager of the following, as applicable: 1. Copy of construction design drawings for dock system; 2. Copies of all required permits issued; 3. Copies of all surveys as applicable; and 4. Invoice package in accordance with Section F of this Scope of Work.	Failure to meet the Minimum Level of Service shall result in non-payment.
Total for Deliverable No. 2 Not to Exceed \$1,000,000.00		
TOTAL AWARD NOT TO EXCEED \$1,750,000.00		

E. REPORTING:

1. Quarterly: Grantee shall provide a quarterly report listing all progress relating to the Deliverables in Section D. Quarterly reports are due to Commerce within 30 calendar days after the end of each quarter, until submission of the final invoice package. The ending dates for each quarter of the program year are September 30, December 31, March 31, and June 30. The quarterly report shall include a summary of project progress, indicating percentage of completion of each Deliverable, and all additional reports which are required pursuant to this Agreement, including but not limited to, reports documenting the positive return on investment to the State that results from

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Grantee's project and its use of Award Funds. The summary shall also include any issues or events occurring which affect the ability of the Grantee to meet the terms of this Agreement. **If all required reports and copies are not sent to Commerce or are not completed in a manner acceptable to Commerce, payments may be withheld until the reports are properly completed or otherwise allowable by law.**

2. **Minority and Service-Disabled Veteran Business Enterprise Report:** Grantee shall provide a Minority and Service-Disabled Veteran Business Enterprise Report (Attachment 4) with each invoice summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors and material suppliers for that period and the project to date. Grantee shall include the names, addresses, and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant. Commerce's Minority Coordinator can be reached at (850) 245-7455 to answer concerns and questions.
3. **Close-out Report:** No later than 60 calendar days after the Agreement ends or is terminated, Grantee shall provide copies of all paid invoices to document completed work.
4. **Annual Report:** The Grantee shall submit an Annual Report (Attachment 5), including the most recent IRS Form 990, detailing the total compensation for the Grantee's executive leadership team(s). Total compensation shall include salary, bonuses, cash-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real property gifts and any other payout. All compensation reports must indicate what percent of compensation comes directly from the State and/or Federal allocations. The annual report will be due to Commerce 30 calendar days after the submittal of the 990 form to the IRS. The Grantee must inform Commerce of any changes in total executive compensation between annual reports within 60 calendar days of the change.

F. INVOICE SUBMITTAL AND PAYMENT SCHEDULE: Commerce shall pay Grantee in accordance with the following schedule in the amount identified per deliverable in Section D above. The deliverable amount specified does not establish the value of the deliverable. In accordance with the requirements of s. 215.971(1), F.S., and the **Audit Requirements and Compliance** section of this Agreement, Grantee and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period.

1. Grantee shall provide one invoice per month for all services rendered during the applicable period. Grantee shall submit invoices as set forth below to be eligible to receive and retain payment for the performance of duties and completion of deliverables set forth above. Grantee shall submit all documentation necessary to support Grantee's expenditures. Commerce may request any information from Grantee that Commerce deems necessary to verify that Grantee has performed the services for which payment is requested. Grantee's submission of each invoice package is Grantee's certification that it has performed the services and incurred the costs in compliance with all applicable laws and the terms of this Agreement. Grantee will provide invoices in accordance with the requirements of the Reference Guide for State Expenditures available at: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>. Invoices must be legible and must clearly reflect the performance for which payment is sought. Payment does not become due under this Agreement until Commerce accepts and approves the invoiced deliverable(s) and any required report(s). At Commerce's option, Grantee may submit invoices electronically. Grantee shall submit its final invoice for payment to Commerce no later than 60 days after this Agreement ends and Commerce may, at

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Commerce's sole and absolute discretion, refuse to honor any requests for payment submitted after this deadline.

2. Invoices must contain Grantee's name, address, federal employer identification number or other applicable Grantee identification number, the Agreement number, the invoice number, and the invoice period. Grantee shall submit the following documents with the itemized invoice:
 - a. A cover letter signed by Grantee's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section D, Deliverables, of this Scope of Work; (3) have been paid or that professional services have been rendered in a rural community or rural area of opportunity as defined in section 288.065(2), F.S.; and (4) were incurred during the Agreement period;
 - b. Grantee's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date;
 - c. A certification by a licensed engineer using AIA forms G702 and G703, or their substantive equivalents, certifying that the project, or a quantifiable portion of the project, is complete;
 - d. Photographs of the completed work;
 - e. A copy of all supporting documentation for vendor payments;
 - f. A copy of the cancelled check(s) specific to the project and the bank statement that includes the cancelled check, or similar evidence of expenditure (e.g., wire transfer, credit card receipts, etc.).
3. The State may require any other information from Grantee that the State deems necessary to verify that the services have been rendered under the Agreement.
4. All documentation necessary to support payment requests must be submitted with Grantee's invoice for Commerce's review.
5. Grantee's invoice and all documentation necessary to support payment requests must be submitted into Commerce's Subrecipient Enterprise Resource Application (SERA). Further instruction on SERA invoicing and reporting, along with a copy of the invoice template, will be provided upon execution of the Agreement.
6. If the Grantee is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2), the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting either of the criteria set forth below, the Grantee may elect in writing to exercise this provision.
 - a. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., that demonstrates financial hardship; or
 - b. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2), F.S., and which is located in a fiscally constrained county, as defined in section 218.67(1), F.S. If the Grantee meets the criteria set forth in this paragraph, then the Grantee is deemed to have demonstrated a financial hardship.

Agreement # HL241

G. RETURN ON INVESTMENT: Grantee is required to provide, on or before October 31, 2024, an initial report identifying actual returns on investment by fiscal year for state funding previously received (if applicable), as well as projected positive returns the state will receive by providing Grantee funding through this Agreement.

Beginning at the end of the first full quarter following execution of this Agreement, Grantee shall provide with each quarterly report updates on the positive return on investment to the state that results from the Grantee's project and its use of monies provided under this Agreement.

H. FINANCIAL CONSEQUENCES FOR FAILURE TO TIMELY AND SATISFACTORILY PERFORM: Failure to complete all deliverables in accordance with the requirements of this Agreement, and most particularly the deliverables specified above in Section D, Deliverables, will result in Commerce's assessment of the specified financial consequences. If appropriate, should the Parties agree to a corrective action plan, the plan shall specify additional financial consequences to be applied after the effective date of the corrective action plan. This provision for financial consequences shall in no manner affect Commerce's right to terminate the Agreement as provided elsewhere in the Agreement.

- End of Attachment 1 (Scope of Work) -

EXHIBIT 1 to Attachment 2

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project

STATE AWARDING AGENCY: FLORIDA DEPARTMENT OF COMMERCE

CSFA NUMBER: 40.038

CSFA TITLE: LOCAL ECONOMIC DEVELOPMENT INITIATIVES

TOTAL STATE AWARD AMOUNT: \$1,750,000.00

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

1. ACTIVITIES ARE LIMITED TO THOSE SPECIFIED IN ATTACHMENT 1, SCOPE OF WORK, OF THIS AGREEMENT

NOTE: 2 CFR § 200.331, as revised, and s. 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

- Remainder of Page Intentionally Left Blank -

CONTRACT EXHIBIT C

INSURANCE CERTIFICATES



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/19/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Rick Hansen
Hansen Insurance, LLC	PHONE (A/C No. Ext): (305) 674-9998
4590 N. Meridian Avenue	FAX (A/C No.): (305) 674-9998
Miami Beach, FL 33140	E-MAIL ADDRESS: rick@hanseninsurancefl.com
License #:A307619	INSURER(S) AFFORDING COVERAGE
	INSURER A : Aspen American Insurance Co
	INSURER B : RLI
	INSURER C : RLI
	INSURER D : RLI
	INSURER E : RLI
	INSURER F :

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	☒ COMMERCIAL GENERAL LIABILITY	Y Y	PSB0007572	3/19/2025	3/19/2026	EACH OCCURRENCE \$ 1000000
	☐ CLAIMS-MADE ☒ OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1000000
						MED EXP (Any one person) \$ 10000
						PERSONAL & ADV INJURY \$ 1000000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2000000
	☐ POLICY ☒ PRO-JECT ☐ LOC					PRODUCTS - COMP/OP AGG \$ 2000000
	OTHER:					
B	AUTOMOBILE LIABILITY	Y Y	PSA0002520	3/19/2025	3/19/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000
	☐ ANY AUTO					BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS NON-OWNED AUTOS ONLY					BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
D	UMBRELLA LIAB ☒ EXCESS LIAB	Y Y	PSE0003776	3/19/2025	3/19/2026	EACH OCCURRENCE \$ 1000000
	☐ CLAIMS-MADE					AGGREGATE \$ 1000000
	DED RETENTION \$					
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A Y	PSW0004211	3/19/2025	3/19/2026	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$ 1000000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1000000
						E.L. DISEASE - POLICY LIMIT \$ 1000000
A	Professional Liability	Y	AAAE300382-04	3/19/2025	3/19/2026	each claim 3000000 annl. aggr. 3000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder, a political subdivision of the State of Florida, its Officers, Employees and Agents are isted as an Additional Insured with respect to the Commercial General Liability Insurance and Auto Liability insurance, where required by written contract. Subrogation provided where required by written contract. Professional Liability insurance is written on a claims-made and reported basis.

CERTIFICATE HOLDER	CANCELLATION
Palm Beach County Board of County Commissioners, c/o Facilities Development & Operations Department 2633 Vista Parkway West Palm Beach, FL 33411-5604	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

CONTRACT EXHIBIT D

CONFLICT OF INTEREST DISCLOSURE FORM

RFP ATTACHMENT C
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:

None

(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:) Manuel Ayala, as (Title/ Position:) Vice President of (Name of Firm:) REG Architects, 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

Date

07.19.24

RFP ATTACHMENT C
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

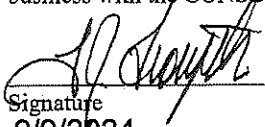
(Attach additional sheets as needed.)

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This DISCLOSURE is submitted by (Name of Individual:) T. Jeff Trompeter, as (Title/Position:) President of (Name of Firm:) Civil Design, 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
9/9/2024

Date

RFP ATTACHMENT C
CONFLICT OF INTEREST DISCLOSURE FORM
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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:

none

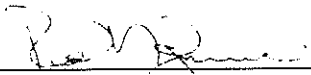
(Attach additional sheets as needed.)

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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:) Ron Jezerinac, PE, SE, as (Title/Position:) President of (Name of Firm:) Jezerinac Group, PLLC 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

9/12/24

Date

RFP ATTACHMENT C
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: None

(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.

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This DISCLOSURE is submitted by (Name of Individual:) Michael Bishop, PE, LEED AP, as (Title/Position:) VP of Engineering of (Name of Firm:) RGD & Associates, Inc. dba RGD Consulting Engineers 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
9/13/2024

Date

RFP ATTACHMENT C
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: Schmidt Nichols has no interest, either direct or indirect, which would or could conflict in any manner with the performance of services for the County.

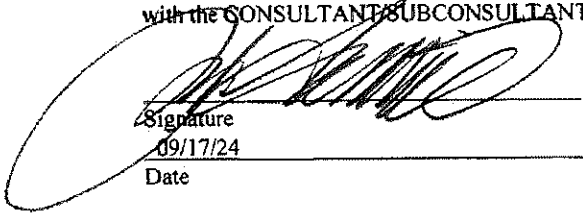
 (Attach additional sheets as needed.)

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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:) Jon E. Schmidt, as (Title/Position:) President (Name of Firm:) Schmidt Nichols 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

09/17/24

Date

RFP ATTACHMENT C
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.)

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This DISCLOSURE is submitted by (Name of Individual:) KATHLEEN KAUFFMAN
(Title/Position:) PRINCIPAL of (Name of Firm:) KSK PRESERVATION, LLC
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.

Kathleen Kauffman
Signature
9/16/24
Date

RFP ATTACHMENT C
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.)

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This DISCLOSURE is submitted by (Name of Individual:) Tom Montano, PE, as (Title/Position:) Branch Manager of (Name of Firm:) GFA International Inc dba Universal Engineering Sciences 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
8/29/2024

Date

RFP ATTACHMENT C
CONFLICT OF INTEREST DISCLOSURE FORM
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PALM BEACH COUNTY CONFLICT OF INTEREST DISCLOSURE FORM

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(Not Applicable)

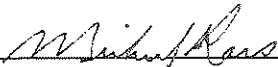
(Attach additional sheets as needed.)

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This DISCLOSURE is submitted by (Name of Individual:) Michael Ross, as (Title/Position:) Vice President of (Name of Firm:) Zeman Consulting Group, LLC 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

9/5/2024
Date

RFP ATTACHMENT C
CONFLICT OF INTEREST DISCLOSURE FORM
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PALM BEACH COUNTY CONFLICT OF INTEREST DISCLOSURE FORM

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none

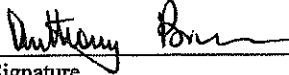
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This DISCLOSURE is submitted by (Name of Individual:) Anthony Brown, as (Title/Position:) CEO of (Name of Firm:) Brown & Phillips, Inc. who hereby certifies that any misrepresentation by the CONSULTANT/SUBCONSULTANT on this Disclosure is considered an unethical business practice and is grounds for sanctions against future County business with the CONSULTANT/SUBCONSULTANT.



Signature
September 17, 2024

Date

RFP ATTACHMENT C
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:

None

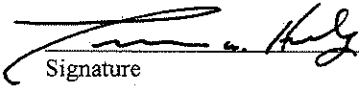
(Attach additional sheets as needed.)

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:) Terence Healy, as (Title/Position:) Vice Principal, Design Lead of (Name of Firm:) HealyKohler Design 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
September 11, 2024
Date

CONTRACT EXHIBIT E
HUMAN TRAFFICKING AFFIDAVIT

CONTRACT EXHIBIT E

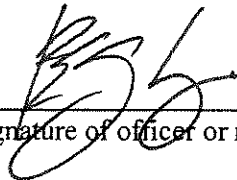
NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

REG Architects, Inc.

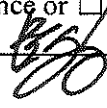
I, the undersigned, am an officer or representative of _____
(Consultant) and attest that Consultant does not use coercion for labor or services as defined in
section 787.06, Florida Statutes.

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


(signature of officer or representative)

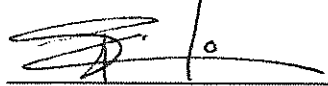
Rick Gonzalez, AIA, President
(printed name and title of officer or representative)

State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization
this, AUGUST day of 21, 2025, by 

Personally known ☒ OR produced identification ☐.

Type of identification produced FLORIDA DRIVERS LICENSE

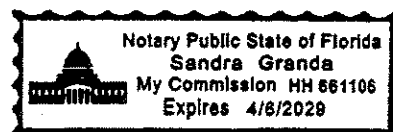
 4/6/2029

NOTARY PUBLIC

My Commission Expires:

State of Florida at large

(Notary Seal)



CSA History

[illegible]