

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: June 2, 2026

Consent       Regular  
 Workshop     Public Hearing

Submitted By: Department of Airports

I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to approve: a Contract for Consulting/Professional Services (Contract) with Kimley-Horn & Associates, Inc. (Kimley-Horn), in the amount of \$3,327,903.83 for the Runway 14/32 Extension and Related Improvements Project (F45 Runway Extension Project) at the North Palm Beach County General Aviation Airport (F45), commencing on the effective date of the Contract and expiring upon completion of the F45 Runway Extension Project.

**Summary:** The Department of Airports (Department) requires professional consulting/design services for the F45 Runway Extension Project. On June 17, 2025, Kimley-Horn was selected as the most qualified consultant to provide these services in accordance with Section 287.055, Florida Statutes, and PPM CW-O-048. The F45 Runway Extension Project will extend Runway 14/32 from 4,300 to 6,000 feet and implement related improvements, including the extension of parallel Taxiway F, relocation of impacted aircraft parking, realignment of Aviation Road, realignment of service roads, and associated modifications of the stormwater management system. **Countywide (AH)**

**Background and Policy Issues:** The Department issued a request for proposals for professional consulting services for the F45 Runway Extension Project on February 3, 2025. Four (4) submittals were received on March 17, 2025. The Selection Committee recommended the Contract be awarded to Kimley-Horn. The Contract provides for the design, permitting and bidding services needed for the F45 Runway Extension Project. Construction phase consulting services will be added through a future amendment to the Contract. The work to be performed by Kimley-Horn will be in accordance with the approved Airport Master Plan and the Final Environmental Assessment Finding of No Significant Impact for the Extension of Runway 14/32 and Related Improvements.

**Attachments:**

- 1. Contract w/Kimley-Horn (2 Originals)

Recommended By: Sam Bubi      4/16/26  
Department Director      Date

Approved By: Pa      5/5/26  
Chief Deputy County Administrator      Date

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>
Capital Expenditures	<u>\$3,327,904</u>	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues (Grants)	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u>\$3,327,904</u>	_____	_____	_____	_____

# ADDITIONAL FTE POSITIONS (Cumulative) \_\_\_\_\_

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

Budget Account No: Fund   4111   Department   121   Unit   A425-127   Object   6504/6505    
A385-127/

Reporting Category \_\_\_\_\_

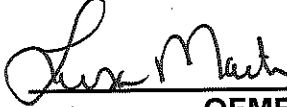
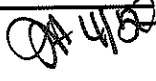
**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

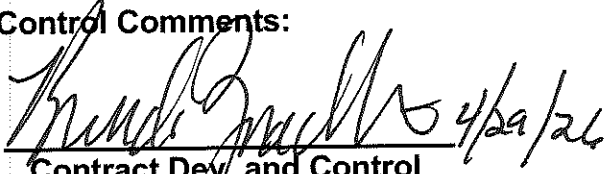
Approval of this item provides funding for the Contract in the amount of \$3,327,903.83.  
 Grant reimbursements will be determined as invoices are received.

C. Departmental Fiscal Review: 

**III. REVIEW COMMENTS**

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

 4/28/2026  
 OFMB  4/28

 4/29/26  
 Contract Dev. and Control 26 4.28.26

**B. Legal Sufficiency:**

 4/30/26  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

(Revised 2/27/26)

## CONTRACT FOR CONSULTING / PROFESSIONAL SERVICES

This Contract is made as of June 2, 2026, 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 **Kimley-Horn and Associates, Inc.**, a corporation authorized to do business in the State of Florida, hereinafter referred to as the **CONSULTANT**, whose Federal I.D. is 56-0885615.

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

### ARTICLE 1 - SERVICES

The CONSULTANT'S responsibility under this Contract is to provide professional consulting, design and engineering services to the COUNTY for the Runway 14/32 Extension and Related Improvements Project ("Project") at the North Palm Beach County General Aviation Airport (F45), which shall include, but shall not be limited to, planning, survey, engineering, design, construction inspection, testing, bidding, administration and management services. The CONSULTANT shall complete the initial services set forth in Exhibit "A" ("Scope of Work"), attached hereto and incorporation herein, in accordance with the Scope of Work. The parties acknowledge and agree this Contract may be amended to provide additional or supplemental services for the Project that are not specifically identified in Exhibit "A", including, but not limited to, any necessary construction phase services ("Supplemental Services").

The COUNTY'S representative / liaison during the performance of this Contract shall be Brittany Summerlot, Director of Planning, for the Palm Beach County Department of Airports ("Department") or such other representative as may be assigned by the Department in writing to the CONSULTANT.

The CONSULTANT'S representative / liaison during the performance of this Contract shall be Tom O'Donnell, telephone no. 561-840-0825.

### ARTICLE 2 - PERFORMANCE PERIOD

This Contract shall become effective on the date that this Contract is approved by the Palm Beach County Board of County Commissioners and signed by all parties hereto ("Effective Date"). The term of this Contract shall commence on the Effective Date and shall expire upon completion of the Project, unless terminated in accordance with Article 5 of this Contract. The CONSULTANT shall commence services set forth in the Scope of Work upon receipt of a written Notice to Proceed from the COUNTY. Deliverables shall be completed in accordance with the schedule and requirements set forth in the Scope of Work.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in **Exhibit "C"** and in individual Consultant Service/Task Authorizations.

### ARTICLE 3 - PAYMENTS TO CONSULTANT

- A. **Amount.** The total amount to be paid by the COUNTY under this Contract for all services and materials including, if applicable, "out of pocket" expenses (specified in paragraph C below) shall not exceed a total contract amount of Three Million Three Hundred Twenty Seven Thousand Nine Hundred Three Dollars and Eighty-three Cents (\$3,327,903.83). The Consultant shall notify the COUNTY'S representative in writing when ninety percent (90%) of the "not to exceed amount" has been reached. The CONSULTANT will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in **Exhibit "B"** for services rendered toward the completion of the Scope of Work. Lump sum project phases will be invoiced on a monthly basis based on total percentage complete. Time & Material task orders will be invoiced monthly based on total labor hours plus reimbursable expenses in accordance with a not to exceed amount. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date. Should this Contract have approved subconsultant(s), the CONSULTANT shall pay the subconsultant(s) within ten (10) business days of receipt of payment from the COUNTY.
- B. **Invoices.** Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the COUNTY'S representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within forty-five (45) days following the COUNTY representative's approval, in accordance with the Local Government Prompt Payment Act sections 218.70-218.80, as may be amended. All invoices shall be submitted to the COUNTY'S representative within six (6) months of providing the invoiced services. Invoices for services beyond six (6) months from date of invoice will not be approved. Invoices must reference the Contract and Task Order numbers.
- C. **Expenses.** 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 this Contract. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Contract will be paid in accordance with the rates and conditions set forth in section 112.061, Florida Statutes and Palm Beach County Policies and Procedures Manual Travel PPM# CW-F-009, as may be amended. Requests for reimbursement of travel expenses shall include the use of Florida Department of Transportation Contractor Travel Form No. 300-000-06 to be submitted with the request for payment. Consultant shall submit all portions of the travel-related reimbursable expenses at the same time in one request. The County has the right to disallow any travel-related expenses that a granting agency or the State of Florida has disallowed.
- D. **Contract Closeout Period.** CONSULTANT shall submit any pending invoice(s) and/or report(s), along with any required documents, to the COUNTY within forty-five (45) business days after the termination or expiration of the contract in order to close-out the contract ("Closeout Period"). These invoice(s) and/or report(s), including but not limited to vendor

performance report(s), shall reflect work required and completed during the contract term. The COUNTY shall deem invoices received during and prior to the expiration of the Closeout Period as final billing for goods and services provided under the contract. CONSULTANT'S failure to submit pending invoices during the Closeout Period shall serve as an admission that no pending invoices remain. Nothing herein shall limit the COUNTY'S discretion to make the final determination whether payment may be made to CONSULTANT after the expiration or termination of the contract.

- E. **Final Invoice.** In order for both parties herein to close their books and records, the Consultant will clearly state "final invoice" on the CONSULTANT'S final/last billing to the COUNTY. This shall constitute CONSULTANT'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the Consultant.
- F. **VSS Registration Required.** In order to do business with Palm Beach County, CONSULTANTS are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at <https://pbcvssp.pbc.gov>. If CONSULTANT intends to use sub-consultants, CONSULTANT must also ensure that all sub-consultants are registered as consultants in VSS. All subcontractor agreements must include a contractual provision requiring that the sub-consultant register in VSS. COUNTY will not finalize a contract award until the COUNTY has verified that the CONSULTANT and all of its subconsultants are registered in VSS.

#### **ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE**

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

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

#### **ARTICLE 5 - TERMINATION**

This Contract may be terminated by the CONSULTANT upon sixty (60) days' prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also be terminated, in whole or in part, by the COUNTY, with cause upon five (5) business days' written notice to the 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. After receipt of a termination notice, except as otherwise directed by the COUNTY in writing, the CONSULTANT shall:

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

#### **ARTICLE 6 - PERSONNEL**

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

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

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

The CONSULTANT warrants that all services shall be performed in accordance with the standard of care, degree of by skill and competence, ordinarily used by similarly licensed professionals in the field.

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

#### **ARTICLE 7 - SUBCONTRACTING**

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONSULTANT is encouraged to seek additional small business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

**ARTICLE 8 – DISADVANTAGED BUSINESS ENTERPRISES (DBE)**

**A. Policy.** The requirements of 49 CFR Part 26, as amended, regulations of the U.S. Department of Transportation (“DOT”), apply to this Contract. It is the policy of Palm Beach County as the Owner, to practice nondiscrimination based on race, color, sex or national origin in the award and/or performance of this Contract. The COUNTY encourages participation by all firms qualifying under this solicitation regardless of business size or ownership. All DBEs and Small Business Concerns qualifying under this solicitation are encouraged to submit proposals. Award of the contract will be conditioned upon satisfying the requirements of this proposal specification. These requirements apply to all firms, including those who qualify as DBEs and Small Business Concerns.

**B. Contract Assurance.** The CONSULTANT, sub-recipients and subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as the COUNTY deems appropriate, which may include, but is not limited to, (i) withholding monthly progress payments, (ii) assessing sanctions, (iii) liquidated damages, and/or (iv) disqualifying the CONSULTANT from future bidding as non-responsible. CONSULTANT shall include the aforementioned provision in each subcontract that the CONSULTANT signs under this Contract and shall require subcontractors to include this provision in their subcontracts.

**C. DBE Participation**

No DBE goal has been established for this contract. This contract is subject to the provisions of the Interim Final Rule, Docket No. DOT–OST–2025–0897, issued by the United States Department of Transportation (USDOT), amending the Disadvantaged Business Enterprise (DBE) Program effective October 3, 2025 (“IFR”). CONSULTANT should note that DBE firms are subject to recertification by the Unified Certification Program for the State of Florida as required by the IFR. Palm Beach County encourages participation by all firms qualifying under this contract, regardless of business size or ownership, including Small Business Concerns as defined in 49 CFR §26.5.

**D. Reporting/Inspection Requirements**

(1) The CONSULTANT shall be required to submit regular progress reports, in a form and substance as required by the COUNTY, related to participation by all subcontractors and suppliers participating in this Contract, including, but not limited to DBEs and Small Business Concerns. The form of required progress reports may be modified by COUNTY from time to time upon prior written notice to the CONSULTANT. Failure to submit accurate, complete progress reports shall be considered a material default of this Contract. Progress reports shall be completed and submitted with each payment request or application for payment. Failure to provide the required progress reports as

instructed may result in a delay in processing payment or disapproval of the invoice until a complete, accurate progress report is submitted, as required.

- (2) Within ten (10) days of COUNTY request, the CONSULTANT shall provide any additional information requested by County to substantiate participation by all subcontractors and suppliers, including, but not limited to, DBEs and Small Business Concerns. CONSULTANT shall provide complete copies of each written subcontract or agreement between CONSULTANT and all subcontractors and suppliers to COUNTY, including DBEs and Small Business Firms, for the work relative to this Contract with the first payment request or application for payment and a complete list of the names of all subcontractors and suppliers and the dollar amount of each subcontract or agreement. Failure to provide the information required by this subsection within ten (10) days of the COUNTY'S written request shall be considered a material default of this Contract.
- (3) It shall be the responsibility of the CONSULTANT to ensure that the DBE firms performing services under this Contract perform a Commercially Useful Function (as defined in 49 CFR Part 26). The CONSULTANT shall ensure that work committed to a DBE firm as a part of this Contract is actually performed by the DBE firm and shall notify COUNTY in the event work committed to the DBE firm is actually performed by a non-DBE subcontractor.
- (4) The CONSULTANT shall maintain records and documents of payments to DBE firms performing under this Contract for a minimum of five (5) years from the termination date of this Contract. The records shall be made available to County or the US Department of Transportation, or any agency thereof, for inspection upon request. The CONSULTANT shall also require its subcontractors and suppliers maintain their records and documents of payments from the CONSULTANT for a minimum of five (5) years from the termination date of this Contract and ensure that the records are made available to COUNTY or the U.S. Department of Transportation, or any agency thereof, for inspection upon request. The provisions of this Section shall survive the expiration or earlier termination of this Contract.

**E. DBE Substitution/Termination.**

- (1) The CONSULTANT must not terminate a DBE subcontractor listed in Schedule 1A, List of Proposed DBE Firms (or an approved substitute DBE firm) without prior written consent of the COUNTY. This includes, but is not limited to, instances in which the CONSULTANT seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.
- (2) The CONSULTANT shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent from the COUNTY. Unless the COUNTY'S consent is provided, the CONSULTANT shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. The COUNTY may provide such written consent only if the COUNTY agrees, for reasons stated in the concurrence document, that the CONSULTANT has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR § 26.53.

- (3) Before transmitting to the COUNTY its request to terminate and/or substitute a DBE subcontractor, the CONSULTANT must give notice in writing to the DBE subcontractor, with a copy to the COUNTY, of its intent to request to terminate and/or substitute, and the reason for the request. The CONSULTANT must give the DBE five days to respond to the CONSULTANT's notice and advise the COUNTY and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the COUNTY should not approve the CONSULTANT's action. If required in a particular case as a matter of public necessity (e.g., safety), the COUNTY may provide a response period shorter than five days.
- (4) In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

**F. Small Business Participation.** In order to facilitate competition by Small Business Concerns as defined 49 CFR §26.5, Bidders shall take all reasonable steps to eliminate obstacles to their participation in this Contract, including, providing subcontracting opportunities of a size that small businesses, including DBEs, can reasonably perform, rather than self-performing all work involved. COUNTY may require Contractor to provide evidence, reasonably satisfactory to COUNTY, that each Small Business Concern participating in this Contract satisfies the requirements established by 49 CFR §26.5. Contractor shall provide information requested pursuant to this Section within ten (10) days within of COUNTY'S written request.

#### **ARTICLE 9 - FEDERAL AND STATE TAX**

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

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

#### **ARTICLE 10 - AVAILABILITY OF FUNDS**

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

#### **ARTICLE 11 - INSURANCE**

A. The CONSULTANT shall maintain at its sole expense, in 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 the 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.

- A. **Commercial General Liability:** CONSULTANT shall maintain Commercial General Liability at a limit of liability of **\$5,000,000** Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. CONSULTANT shall provide this coverage on a primary basis.
- B. **Business Automobile Liability** CONSULTANT shall maintain Business Automobile Liability at a limit of liability of **\$5,000,000** Each Accident for all owned, non-owned and hired automobiles. In the event CONSULTANT doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing CONSULTANT to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. CONSULTANT shall provide this coverage on a primary basis.
- C. **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. CONSULTANT shall provide the Additional Insured endorsements coverage on a primary basis.
- D. **Workers' Compensation Insurance & Employer's Liability:** CONSULTANT shall maintain Workers' Compensation & Employer's Liability in accordance with chapter 440, Florida Statutes, as may be amended.
- E. **Professional Liability:** CONSULTANT shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than **\$5,000,000** each occurrence, and **\$10,000,000** 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. CONSULTANT shall provide this coverage on a primary basis.

- F. 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.
- G. Certificates of Insurance:** On execution of this Contract, renewal, within forty-eight (48) hours of a request by COUNTY, and upon expiration of any of the required coverage throughout the term of this Contract, the CONSULTANT shall deliver to the COUNTY or COUNTY'S designated representative a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Contract have been obtained and are in force and effect. Certificates shall be issued to:

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

- H. Umbrella or Excess Liability** If necessary, CONSULTANT may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- I. 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.

## **ARTICLE 12 - 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.

### **ARTICLE 13 - SUCCESSORS AND ASSIGNS; ASSIGNMENT**

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

### **ARTICLE 14 – LAW AND VENUE; REMEDIES; NO THIRD PARTY BENEFICIARIES**

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

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

### **ARTICLE 15 - CONFLICT OF INTEREST**

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

The CONSULTANT shall promptly notify the COUNTY'S representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgement or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONSULTANT. The COUNTY agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the COUNTY shall so state in the notification and the CONSULTANT shall, at

its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONSULTANT under the terms of this Contract.

#### **ARTICLE 16 - EXCUSABLE DELAYS**

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

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

#### **ARTICLE 17 - ARREARS**

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

#### **ARTICLE 18 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The CONSULTANT shall deliver to the COUNTY'S representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

To the extent allowed by chapter 119, Florida Statutes, as may be amended, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed or purchased under this Contract for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

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

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

**ARTICLE 19 - INDEPENDENT CONTRACTOR RELATIONSHIP**

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

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

**ARTICLE 20 - CONTINGENT FEES**

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

**ARTICLE 21 - ACCESS AND AUDITS; OFFICE OF THE INSPECTOR GENERAL**

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this article for the purpose of inspection or audit during normal business hours, at the CONSULTANT'S place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code sections 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed COUNTY contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the CONSULTANT, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, sections 2-421 - 2-440, as may be amended, and punished pursuant to section 125.69, Florida Statutes, as may be amended, in the same manner as a second degree misdemeanor.

**ARTICLE 22 - NONDISCRIMINATION**

- A. 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 R2025-0748, 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.

**B. Federal Nondiscrimination Covenants**

- (1) Civil Rights General. The CONSULTANT agrees that it will comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.
  
- (2) Title VI Clauses for Compliance with Nondiscrimination Requirements. During the performance of this Contract, the CONSULTANT, for itself and its assignees and successors in interest, agrees as follows:
  - a. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
  - b. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national), creed, sex, age, or disability in the selection and retention of subcontractors, including

procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including amendments thereto.

- c. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- d. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - i. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - ii. Cancelling, terminating, or suspending a contract, in whole or in part.
- f. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
- g. For purposes of this Contract, the term "Title VI List of Pertinent Nondiscrimination Statutes and Authorities" includes the non-discrimination statutes, regulations and authorities listed in Exhibit "E", as may be amended.

## **ARTICLE 23 - AUTHORITY TO PRACTICE**

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

#### **ARTICLE 24 - SEVERABILITY**

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

#### **ARTICLE 25 - PUBLIC ENTITY CRIMES**

As provided in sections 287.132-133, Florida Statutes, as may be amended, 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 section 287.133(3)(a), Florida Statutes.

#### **ARTICLE 26 - MODIFICATIONS OF WORK**

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

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

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

#### **ARTICLE 27 - NOTICE**

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

Director of Planning

Palm Beach County Department of Airports/Planning & Development  
846 Palm Beach International Airport  
West Palm Beach, Florida 33406-1470

With copy to:

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

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

Attn: Thomas J. O'Connell, P.E.  
Kimley-Horn and Associates, Inc.  
1920 Wickiwa Way Ste 200  
West Palm Beach, FL 33411

**ARTICLE 28 - ENTIRETY OF CONTRACTUAL AGREEMENT**

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

**ARTICLE 29 - CRIMINAL HISTORY RECORDS CHECK**

**A. Criminal History Records Check Ordinance.**

- (1) The CONSULTANT, its sub-consultants, and their respective employees shall comply with Palm Beach County Code, sections 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), as may be amended, for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolutions R2013-1470, R2015-0572 and R2024-0549, as may be 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.
- (2) The CONSULTANT acknowledges that this Contract may include access to sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and above-referenced Resolutions, as amended. The Department will provide the CONSULTANT with specific instructions regarding satisfaction of the requirements of this Ordinance to the extent applicable. Individuals passing the criminal history records check will be issued

a badge ("County Badge"). The CONSULTANT shall make every effort to collect the County Badges issued to its employees and its subcontractors' employees upon the expiration or earlier termination of this Contract and return them to the County. If the CONSULTANT or its subcontractor(s) terminates an employee who has been issued a County Badge, the County must notify the County within two (2) hours of termination. At the time of termination, the CONSULTANT shall retrieve the County Badge and shall return it to the County in a timely manner.

- (3) The County reserves the right to suspend the CONSULTANT if the CONSULTANT:  
(1) does not comply with the requirements of County Code sections 2-371 - 2-377, as may be amended; (2) does not contact the CONSULTANT regarding a terminated employee or sub-consultant employee within the stated time; or (3) fails to make a good faith effort in attempting to comply with the County Badge retrieval policy.

**B. Federal Criminal History Records Check.**

- (1) All individuals working at the Palm Beach International Airport (PBI) must pass a Criminal History Records Check (CHRC) required by 49 CFR §1542.209, as may be amended and any successor regulation. Individuals with a disqualifying criminal offense shall not be issued a PBI Identification Media ("PBI Badge") for unescorted access to the PBI Security Identification Display Area (SIDA), Sterile Area and the Air Operations Area (AOA).
- (2) The Consultant should contact the PBI Badging and Security Office at 561-471-7481 for information on fees and charges associated with CHRC requirements. The Consultant shall be responsible for all costs associated with CHRC, including, but not limited to, fingerprinting, annual PBI Badge fees, the fees for lost PBI Badges replacement and nonreturned Badges. All PBI Badges must be returned to the Department's Badging and Security Office upon termination of services or removal of any employees due to security violations. The Consultant acknowledges and agrees that the Transportation Security Administration shall have the right to take legal enforcement against any person (employees/employer) making any fraudulent or intentional false statements or entry on any security program, record application, report, access, or identification media, or any other document that is kept, made or used to show compliance. This applies to all "persons" meaning an individual, firm, partnership, corporation, company, association, jointstock association, or governmental entity.
- (3) The Consultant shall make every effort to collect the PBI Badges issued to its employees and its subcontractors' employees upon the expiration or earlier termination of this Contract and return them to the Department. If the Consultant or its subcontractor(s) terminates an employee who has been issued a PBI Badge, the County must immediately notify the Department so that unescorted access privileges can be removed. At the time of termination, the Consultant shall retrieve the PBI Badge and shall return it to the Department in a timely manner.

(4) In addition to any remedies provided under this Contract, the County shall have the right to assess liquidated damages in the amount of Two Hundred Fifty and 00/100 (\$250.00) per day for each day the Consultant fails to notify the Department that an employee of Consultant or its sub-consultant(s) with a PBI Badge providing unescorted access privileges at PBI has been terminated.

C. Notwithstanding any provision of this Contract to the contrary, the Consultant acknowledges and agrees that the Department may suspend or refuse to issue a PBI Badge to any employee or representative of the Consultant, including employees and representatives of sub-consultants, determined by the Department may pose a safety or security concern or risk, as determined by the Department in its sole discretion.

### **ARTICLE 30 - REGULATIONS; LICENSING REQUIREMENTS**

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

### **ARTICLE 31 - SCRUTINIZED COMPANIES**

A. As provided in section 287.135, Florida Statutes, as may be amended, 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 section 215.4725, Florida Statutes, as may be amended. Pursuant to section 287.135(3)(b), Florida Statutes, as may be amended, 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.

**B. When contract value is greater than \$1 million:** As provided in section 287.135, Florida Statutes, as may be amended, 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 Terrorism Sector List created pursuant to section 215.473, Florida Statutes, as may be amended, or is engaged in business operations in Cuba or Syria. Pursuant to section 287.135(3)(a), Florida Statutes, as my be amended, if Consultant is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or been engaged in business operations in Cuba or Syria, or has been placed on a list created pursuant to section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, this Contract may be terminated at the option of the County.

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 section

287.135, Florida Statutes, as may be amended. Said certification must also be submitted at the time of Contract renewal, if applicable.

### **ARTICLE 32 - PUBLIC RECORDS**

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

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

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

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

**ARTICLE 33 - COUNTERPARTS**

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

**ARTICLE 34 - E-VERIFY - EMPLOYMENT ELIGIBILITY**

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 CONSULTANT'S subconsultants performing the duties and obligations of 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.

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)(f), Florida Statutes, as may be amended. CONSULTANT shall maintain a copy of any such affidavit from a subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.

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

### **ARTICLE 35 - FAA/FDOT PROVISIONS**

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

### **ARTICLE 36 – RESILIENCY AND SUSTAINABILITY**

The design must meet the requirements of PPM CW-O-093, "Resiliency and Sustainability in County Capital Construction Projects." (Exhibit "F") 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.

### **ARTICLE 37 – 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 "G"**, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

### **ARTICLE 38 - DIGITAL ACCESSIBILITY COMPLIANCE**

Consultant acknowledges that the County is a public entity subject to Title II of the Americans with Disabilities Act (ADA) and applicable federal accessibility regulations. Consultant represents and warrants that all websites, web-based applications, digital services, electronic documents, multimedia, and other electronic content created, developed, provided, submitted, maintained, or delivered under this Contract that may be electronically displayed, accessed, distributed, or made available to the public by the County shall conform to the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA, or any successor standard adopted by the U.S. Department of Justice.

All electronic documents submitted to the County, including but not limited to PDFs, reports, forms, presentations, and public-facing materials, shall be provided in an accessible format compliant with the applicable accessibility standard at the time of delivery.

Consultant shall ensure that any updates, revisions, or modifications to such digital content remain compliant throughout the term of this Contract. Upon request, Consultant shall provide documentation reasonably demonstrating accessibility compliance. If any deliverable is determined by the County to be noncompliant, Consultant shall promptly remediate the noncompliance at no additional cost to the County and within a timeframe specified by the County. Consultant shall ensure that any third-party digital content or platforms used in performance of this Contract either comply with the requirements herein or that an accessible alternative acceptable to the County is provided.

Failure to comply with this subsection shall constitute a material breach of this Contract.

**ARTICLE 39 - DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN.**

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

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**(Remainder of Page Intentionally Left Blank)**

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:

MICHAEL A. CARUSO,  
CLERK & COMPTROLLER

PALM BEACH COUNTY, A  
POLITICAL SUBDIVISION OF THE  
STATE OF FLORIDA, BOARD OF  
COUNTY COMMISSIONERS

BY: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Sara Baxter, Mayor

APPROVED AS TO TERMS AND  
AND CONDITIONS

APPROVED AS TO  
LEGAL SUFFICIENCY

By: *Lan Busse*  
Department Director

By: *Anne Idelgait*  
County Attorney

WITNESS:

Thomas F. O'Donnell

Signature

THOMAS F. O'DONNELL

Name (type or print)

CONSULTANT:

Kimley-Horn and Associates, Inc.

Company Name

Jill Capelli

Signature

Jill Capelli

Name (type or print)

Senior Vice President

Title

**CONTRACT EXHIBIT A**

**SCOPE OF WORK**

**CONTRACT EXHIBIT B**  
**DETAILED FEES, EXPENSES, AND PAYMENTS**

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**CONTRACT EXHIBIT C**

**PROPOSED SCHEDULES**

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

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**CONTRACT EXHIBIT F**

**PPM CW-O-093 RESILIENCY AND SUSTAINABILITY IN COUNTY CAPITAL  
CONSTRUCTION PROJECTS**

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If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

**ARTICLE 8 – DISADVANTAGED BUSINESS ENTERPRISES (DBE)**

**A. Policy.** The requirements of 49 CFR Part 26, as amended, regulations of the U.S. Department of Transportation (“DOT”), apply to this Contract. It is the policy of Palm Beach County as the Owner, to practice nondiscrimination based on race, color, sex or national origin in the award and/or performance of this Contract. The COUNTY encourages participation by all firms qualifying under this solicitation regardless of business size or ownership. All DBEs and Small Business Concerns qualifying under this solicitation are encouraged to submit proposals. Award of the contract will be conditioned upon satisfying the requirements of this proposal specification. These requirements apply to all firms, including those who qualify as DBEs and Small Business Concerns.

**B. Contract Assurance.** The CONSULTANT, sub-recipients and subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as the COUNTY deems appropriate, which may include, but is not limited to, (i) withholding monthly progress payments, (ii) assessing sanctions, (iii) liquidated damages, and/or (iv) disqualifying the CONSULTANT from future bidding as non-responsible. CONSULTANT shall include the aforementioned provision in each subcontract that the CONSULTANT signs under this Contract and shall require subcontractors to include this provision in their subcontracts.

**C. DBE Participation**

No DBE goal has been established for this contract. This contract is subject to the provisions of the Interim Final Rule, Docket No. DOT–OST–2025–0897, issued by the United States Department of Transportation (USDOT), amending the Disadvantaged Business Enterprise (DBE) Program effective October 3, 2025 (“IFR”). CONSULTANT should note that DBE firms are subject to recertification by the Unified Certification Program for the State of Florida as required by the IFR. Palm Beach County encourages participation by all firms qualifying under this contract, regardless of business size or ownership, including Small Business Concerns as defined in 49 CFR §26.5.

**D. Reporting/Inspection Requirements**

(1) The CONSULTANT shall be required to submit regular progress reports, in a form and substance as required by the COUNTY, related to participation by all subcontractors and suppliers participating in this Contract, including, but not limited to DBEs and Small Business Concerns. The form of required progress reports may be modified by COUNTY from time to time upon prior written notice to the CONSULTANT. Failure to submit accurate, complete progress reports shall be considered a material default of this Contract. Progress reports shall be completed and submitted with each payment request or application for payment. Failure to provide the required progress reports as

instructed may result in a delay in processing payment or disapproval of the invoice until a complete, accurate progress report is submitted, as required.

- (2) Within ten (10) days of COUNTY request, the CONSULTANT shall provide any additional information requested by County to substantiate participation by all subcontractors and suppliers, including, but not limited to, DBEs and Small Business Concerns. CONSULTANT shall provide complete copies of each written subcontract or agreement between CONSULTANT and all subcontractors and suppliers to COUNTY, including DBEs and Small Business Firms, for the work relative to this Contract with the first payment request or application for payment and a complete list of the names of all subcontractors and suppliers and the dollar amount of each subcontract or agreement. Failure to provide the information required by this subsection within ten (10) days of the COUNTY'S written request shall be considered a material default of this Contract.
- (3) ~~It shall be the responsibility of the CONSULTANT to ensure that the DBE firms performing services under this Contract perform a Commercially Useful Function (as defined in 49 CFR Part 26). The CONSULTANT shall ensure that work committed to a DBE firm as a part of this Contract is actually performed by the DBE firm and shall notify COUNTY in the event work committed to the DBE firm is actually performed by a non-DBE subcontractor.~~
- (4) The CONSULTANT shall maintain records and documents of payments to DBE firms performing under this Contract for a minimum of five (5) years from the termination date of this Contract. The records shall be made available to County or the US Department of Transportation, or any agency thereof, for inspection upon request. The CONSULTANT shall also require its subcontractors and suppliers maintain their records and documents of payments from the CONSULTANT for a minimum of five (5) years from the termination date of this Contract and ensure that the records are made available to COUNTY or the U.S. Department of Transportation, or any agency thereof, for inspection upon request. The provisions of this Section shall survive the expiration or earlier termination of this Contract.

**E. DBE Substitution/Termination.**

- (1) The CONSULTANT must not terminate a DBE subcontractor listed in Schedule 1A, List of Proposed DBE Firms (or an approved substitute DBE firm) without prior written consent of the COUNTY. This includes, but is not limited to, instances in which the CONSULTANT seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.
- (2) The CONSULTANT shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent from the COUNTY. Unless the COUNTY'S consent is provided, the CONSULTANT shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. The COUNTY may provide such written consent only if the COUNTY agrees, for reasons stated in the concurrence document, that the CONSULTANT has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR § 26.53.

- (3) Before transmitting to the COUNTY y its request to terminate and/or substitute a DBE subcontractor, the CONSULTANT must give notice in writing to the DBE subcontractor, with a copy to the COUNTY, of its intent to request to terminate and/or substitute, and the reason for the request. The CONSULTANT must give the DBE five days to respond to the CONSULTANT's notice and advise the COUNTY and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the COUNTY should not approve the CONSULTANT's action. If required in a particular case as a matter of public necessity (e.g., safety), the COUNTY may provide a response period shorter than five days.
- (4) In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

**F. Small Business Participation.** In order to facilitate competition by Small Business Concerns as defined 49 CFR §26.5, Bidders shall take all reasonable steps to eliminate obstacles to their participation in this Contract, including, providing subcontracting opportunities of a size that small businesses, including DBEs, can reasonably perform, rather than self-performing all work involved. COUNTY may require Contractor to provide evidence, reasonably satisfactory to COUNTY, that each Small Business Concern participating in this Contract satisfies the requirements established by 49 CFR §26.5. Contractor shall provide information requested pursuant to this Section within ten (10) days within of COUNTY'S written request.

#### **ARTICLE 9 - FEDERAL AND STATE TAX**

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

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

#### **ARTICLE 10 - AVAILABILITY OF FUNDS**

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

#### **ARTICLE 11 - INSURANCE**

A. The CONSULTANT shall maintain at its sole expense, in 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 the 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.

- A. **Commercial General Liability:** CONSULTANT shall maintain Commercial General Liability at a limit of liability of **\$5,000,000** Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. CONSULTANT shall provide this coverage on a primary basis.
- B. **Business Automobile Liability** CONSULTANT shall maintain Business Automobile Liability at a limit of liability of **\$5,000,000** Each Accident for all owned, non-owned and hired automobiles. In the event CONSULTANT doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing CONSULTANT to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. CONSULTANT shall provide this coverage on a primary basis.
- C. **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. CONSULTANT shall provide the Additional Insured endorsements coverage on a primary basis.
- D. **Workers' Compensation Insurance & Employer's Liability:** CONSULTANT shall maintain Workers' Compensation & Employer's Liability in accordance with chapter 440, Florida Statutes, as may be amended.
- E. **Professional Liability:** CONSULTANT shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than **\$5,000,000** each occurrence, and **\$10,000,000** 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. CONSULTANT shall provide this coverage on a primary basis.

- F. 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.
- G. Certificates of Insurance:** On execution of this Contract, renewal, within forty-eight (48) hours of a request by COUNTY, and upon expiration of any of the required coverage throughout the term of this Contract, the CONSULTANT shall deliver to the COUNTY or COUNTY'S designated representative a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Contract have been obtained and are in force and effect. Certificates shall be issued to:

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

- H. Umbrella or Excess Liability** If necessary, CONSULTANT may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- I. 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.

## **ARTICLE 12 - 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.

### **ARTICLE 13 - SUCCESSORS AND ASSIGNS; ASSIGNMENT**

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

### **ARTICLE 14 – LAW AND VENUE; REMEDIES; NO THIRD PARTY BENEFICIARIES**

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

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

### **ARTICLE 15 - CONFLICT OF INTEREST**

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

The CONSULTANT shall promptly notify the COUNTY'S representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgement or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONSULTANT. The COUNTY agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the COUNTY shall so state in the notification and the CONSULTANT shall, at

its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONSULTANT under the terms of this Contract.

#### **ARTICLE 16 - EXCUSABLE DELAYS**

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

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

#### **ARTICLE 17 - ARREARS**

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

#### **ARTICLE 18 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The CONSULTANT shall deliver to the COUNTY'S representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

To the extent allowed by chapter 119, Florida Statutes, as may be amended, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed or purchased under this Contract for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

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

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

#### **ARTICLE 19 - INDEPENDENT CONTRACTOR RELATIONSHIP**

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

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

#### **ARTICLE 20 - CONTINGENT FEES**

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

#### **ARTICLE 21 - ACCESS AND AUDITS; OFFICE OF THE INSPECTOR GENERAL**

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this article for the purpose of inspection or audit during normal business hours, at the CONSULTANT'S place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code sections 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed COUNTY contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the CONSULTANT, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, sections 2-421 - 2-440, as may be amended, and punished pursuant to section 125.69, Florida Statutes, as may be amended, in the same manner as a second degree misdemeanor.

#### **ARTICLE 22 - NONDISCRIMINATION**

- A. 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 R2025-0748, 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.

**B. Federal Nondiscrimination Covenants**

- (1) Civil Rights General. The CONSULTANT agrees that it will comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.
- (2) Title VI Clauses for Compliance with Nondiscrimination Requirements. During the performance of this Contract, the CONSULTANT, for itself and its assignees and successors in interest, agrees as follows:
  - a. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
  - b. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national), creed, sex, age, or disability in the selection and retention of subcontractors, including

procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including amendments thereto.

- c. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- d. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - i. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - ii. Cancelling, terminating, or suspending a contract, in whole or in part.
- f. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
- g. For purposes of this Contract, the term "Title VI List of Pertinent Nondiscrimination Statutes and Authorities" includes the non-discrimination statutes, regulations and authorities listed in Exhibit "E", as may be amended.

## **ARTICLE 23 - AUTHORITY TO PRACTICE**

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

#### **ARTICLE 24 - SEVERABILITY**

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

#### **ARTICLE 25 - PUBLIC ENTITY CRIMES**

As provided in sections 287.132-133, Florida Statutes, as may be amended, 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 section 287.133(3)(a), Florida Statutes.

#### **ARTICLE 26 - MODIFICATIONS OF WORK**

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

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

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

#### **ARTICLE 27 - NOTICE**

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

Director of Planning

Palm Beach County Department of Airports/Planning & Development  
846 Palm Beach International Airport  
West Palm Beach, Florida 33406-1470

With copy to:

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ARTICLE 28 - ENTIRETY OF CONTRACTUAL AGREEMENT**

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

**ARTICLE 29 - CRIMINAL HISTORY RECORDS CHECK**

**A. Criminal History Records Check Ordinance.**

- (1) The CONSULTANT, its sub-consultants, and their respective employees shall comply with Palm Beach County Code, sections 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), as may be amended, for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolutions R2013-1470, R2015-0572 and R2024-0549, as may be 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.
- (2) The CONSULTANT acknowledges that this Contract may include access to sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and above-referenced Resolutions, as amended. The Department will provide the CONSULTANT with specific instructions regarding satisfaction of the requirements of this Ordinance to the extent applicable. Individuals passing the criminal history records check will be issued

a badge ("County Badge"). The CONSULTANT shall make every effort to collect the County Badges issued to its employees and its subcontractors' employees upon the expiration or earlier termination of this Contract and return them to the County. If the CONSULTANT or its subcontractor(s) terminates an employee who has been issued a County Badge, the County must notify the County within two (2) hours of termination. At the time of termination, the CONSULTANT shall retrieve the County Badge and shall return it to the County in a timely manner.

- (3) The County reserves the right to suspend the CONSULTANT if the CONSULTANT:  
(1) does not comply with the requirements of County Code sections 2-371 - 2-377, as may be amended; (2) does not contact the CONSULTANT regarding a terminated employee or sub-consultant employee within the stated time; or (3) fails to make a good faith effort in attempting to comply with the County Badge retrieval policy.

**B. Federal Criminal History Records Check.**

- (1) All individuals working at the Palm Beach International Airport (PBI) must pass a Criminal History Records Check (CHRC) required by 49 CFR §1542.209, as may be amended and any successor regulation. Individuals with a disqualifying criminal offense shall not be issued a PBI Identification Media ("PBI Badge") for unescorted access to the PBI Security Identification Display Area (SIDA), Sterile Area and the Air Operations Area (AOA).
- (2) The Consultant should contact the PBI Badging and Security Office at 561-471-7481 for information on fees and charges associated with CHRC requirements. The Consultant shall be responsible for all costs associated with CHRC, including, but not limited to, fingerprinting, annual PBI Badge fees, the fees for lost PBI Badges replacement and nonreturned Badges. All PBI Badges must be returned to the Department's Badging and Security Office upon termination of services or removal of any employees due to security violations. The Consultant acknowledges and agrees that the Transportation Security Administration shall have the right to take legal enforcement against any person (employees/employer) making any fraudulent or intentional false statements or entry on any security program, record application, report, access, or identification media, or any other document that is kept, made or used to show compliance. This applies to all "persons" meaning an individual, firm, partnership, corporation, company, association, jointstock association, or governmental entity.
- (3) The Consultant shall make every effort to collect the PBI Badges issued to its employees and its subcontractors' employees upon the expiration or earlier termination of this Contract and return them to the Department. If the Consultant or its subcontractor(s) terminates an employee who has been issued a PBI Badge, the County must immediately notify the Department so that unescorted access privileges can be removed. At the time of termination, the Consultant shall retrieve the PBI Badge and shall return it to the Department in a timely manner.

(4) In addition to any remedies provided under this Contract, the County shall have the right to assess liquidated damages in the amount of Two Hundred Fifty and 00/100 (\$250.00) per day for each day the Consultant fails to notify the Department that an employee of Consultant or its sub-consultant(s) with a PBI Badge providing unescorted access privileges at PBI has been terminated.

C. Notwithstanding any provision of this Contract to the contrary, the Consultant acknowledges and agrees that the Department may suspend or refuse to issue a PBI Badge to any employee or representative of the Consultant, including employees and representatives of sub-consultants, determined by the Department may pose a safety or security concern or risk, as determined by the Department in its sole discretion.

### **ARTICLE 30 - REGULATIONS; LICENSING REQUIREMENTS**

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

### **ARTICLE 31 - SCRUTINIZED COMPANIES**

A. As provided in section 287.135, Florida Statutes, as may be amended, 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 section 215.4725, Florida Statutes, as may be amended. Pursuant to section 287.135(3)(b), Florida Statutes, as may be amended, 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.

**B. When contract value is greater than \$1 million:** As provided in section 287.135, Florida Statutes, as may be amended, 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 Terrorism Sector List created pursuant to section 215.473, Florida Statutes, as may be amended, or is engaged in business operations in Cuba or Syria. Pursuant to section 287.135(3)(a), Florida Statutes, as may be amended, if Consultant is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or been engaged in business operations in Cuba or Syria, or has been placed on a list created pursuant to section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, this Contract may be terminated at the option of the County.

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 section

287.135, Florida Statutes, as may be amended. Said certification must also be submitted at the time of Contract renewal, if applicable.

## **ARTICLE 32 - PUBLIC RECORDS**

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

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

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

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

**ARTICLE 33 - COUNTERPARTS**

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

**ARTICLE 34 - E-VERIFY - EMPLOYMENT ELIGIBILITY**

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 CONSULTANT'S subconsultants performing the duties and obligations of 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.

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)(f), Florida Statutes, as may be amended. CONSULTANT shall maintain a copy of any such affidavit from a subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.

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

### **ARTICLE 35 - FAA/FDOT PROVISIONS**

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

### **ARTICLE 36 – RESILIENCY AND SUSTAINABILITY**

The design must meet the requirements of PPM CW-O-093, "Resiliency and Sustainability in County Capital Construction Projects." (Exhibit "F") 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.

### **ARTICLE 37 – 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 "G"**, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

### **ARTICLE 38 - DIGITAL ACCESSIBILITY COMPLIANCE**

Consultant acknowledges that the County is a public entity subject to Title II of the Americans with Disabilities Act (ADA) and applicable federal accessibility regulations. Consultant represents and warrants that all websites, web-based applications, digital services, electronic documents, multimedia, and other electronic content created, developed, provided, submitted, maintained, or delivered under this Contract that may be electronically displayed, accessed, distributed, or made available to the public by the County shall conform to the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA, or any successor standard adopted by the U.S. Department of Justice.

All electronic documents submitted to the County, including but not limited to PDFs, reports, forms, presentations, and public-facing materials, shall be provided in an accessible format compliant with the applicable accessibility standard at the time of delivery.

Consultant shall ensure that any updates, revisions, or modifications to such digital content remain compliant throughout the term of this Contract. Upon request, Consultant shall provide documentation reasonably demonstrating accessibility compliance. If any deliverable is determined by the County to be noncompliant, Consultant shall promptly remediate the noncompliance at no additional cost to the County and within a timeframe specified by the County. Consultant shall ensure that any third-party digital content or platforms used in performance of this Contract either comply with the requirements herein or that an accessible alternative acceptable to the County is provided.

Failure to comply with this subsection shall constitute a material breach of this Contract.

**ARTICLE 39 - DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN.**

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

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**(Remainder of Page Intentionally Left Blank)**

**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:**

**MICHAEL A. CARUSO,  
CLERK & COMPTROLLER**

**PALM BEACH COUNTY, A  
POLITICAL SUBDIVISION OF THE  
STATE OF FLORIDA, BOARD OF  
COUNTY COMMISSIONERS**

BY: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Sara Baxter, Mayor

**APPROVED AS TO TERMS AND  
AND CONDITIONS**

**APPROVED AS TO  
LEGAL SUFFICIENCY**

By: \_\_\_\_\_  
Department Director

By: \_\_\_\_\_  
County Attorney

**WITNESS:**

Photozulu  
Signature

Thomas F. O'Donnell  
Name (type or print)

**CONSULTANT:**

Kimley-Horn and Associates Inc.  
Company Name

Jill Capelli  
Signature

Jill Capelli  
Name (type or print)

Senior Vice President  
Title

**CONTRACT EXHIBIT A**

**SCOPE OF WORK**

## EXHIBIT "A"

### SCOPE OF SERVICES

**PALM BEACH COUNTY DEPARTMENT OF AIRPORTS  
NORTH PALM BEACH COUNTY GENERAL AVIATION AIRPORT (F45)  
RUNWAY 14/32 EXTENSION AND RELATED IMPROVEMENTS  
PROJECT NO.: NC 25-2**

2/6/2026

### PROJECT BACKGROUND

On November 26, 2024, the Federal Aviation Administration issued a Finding of No Significant Impact (FONSI) and Record of Decision (ROD) for the Environmental Assessment for the Extension of Runway 14-32 and Associated Improvements at F45 with Alternative 4 as the preferred alternative (See Attachment A). Alternative 4 consists of the following proposed and supporting actions:

#### **Proposed Actions:**

- Extend Runway 14 to the northwest, increasing the runway length by 1,700 feet to a total length of 6,000 feet. Widen the entire length of the runway by 25 feet to a total width of 100 feet.
- Extend parallel Taxiway F to the northwest, increasing the taxiway length by 1,700 feet to a total length of 6,000 feet and width of 35 feet. Construct a connector taxiway to the new Runway 14 threshold.
- Provide a runway-to-taxiway centerline separation of 300 feet by shifting the runway centerline by 60 feet.
- Clear objects, roads, and vegetation and compact and grade soils within the proposed Runway 14-32 and Taxiway F Safety Areas and Object Free Areas. Construct a new access road beyond the Runway 14 end to reconnect the dead end at Aviation Boulevard outside of the proposed Runway Safety Area (RSA), Runway Object Free Area (ROFA), and proposed Runway Protection Zone (RPZ).
- Trim trees, vegetation, and objects that penetrate 14 CFR Part 77 airspace surfaces (e.g., Threshold Siting Surface, Departure Surfaces, Approach/Transitional Surfaces, or ROFA).
- Culvert an existing drainage ditch and canal that runs through the RSA and RPZ beyond the end of Runway 32. Install new runway and taxiway edge lights and directional signs; install new Runway 14 threshold lights (existing lights will be salvaged as spares for maintenance), Precision Approach Path Indicator (PAPI) lights, and Runway End Identifier Lights (REIL); and re-mark Runway 14-32 and Taxiway F pavement.
- Coordinate with FAA Air Traffic Organization (ATO) to develop new non-precision instrument approach procedures to the extended Runway 14 end. Remove close-in obstructions (e.g., trees), as needed.

#### **Supporting Actions:**

- *Airport Access Road Relocation.* Relocate a section of Aviation Road outside the proposed Runway 14 RPZ. A section of existing roadway will remain in place and terminate in a cul-de-sac at the Sweetbay Natural Area public parking area. New fencing

and a gate will be installed, for security purposes, to control after-hours access to this area. Portions of the closed segment pavement will be removed as needed in clearing and grading activities associated with establishing the proposed RSA and ROFA.

- *Service Road Construction.* To meet Airport and Sweetbay Natural Area maintenance access requirements, a single-lane, gravel service road will be constructed to replace service roads removed from the proposed RSA, ROFA, and RPZ.
- *Stormwater Management.* Modify the existing on-Airport stormwater management system to accommodate the Proposed Project.

The Palm Beach County Department of Airports (DOA) has selected the Kimley-Horn and Associates, Inc. (Kimley-Horn or CONSULTANT) team to perform design, bid, and construction phase services to accomplish the proposed and supporting actions required under the FONSI and ROD for preferred Alternative 4. This proposal will be for design and bid services only. Upon the completion of the design and bid phases the CONSULTANT will prepare a proposal for the construction phase services.

The Specific Scope of Services and Fees are as follows:

### **SCOPE OF SERVICES**

**The Scope of Services to be provided by CONSULTANT shall be as follows:**

CONSULTANT, along with their subconsultants H.W. Lochner, Inc. (Lochner) [Deputy Project Management and Roadway Design Services], Quantum Electrical Engineering, Inc. (Quantum or QEE) [Airfield Electrical Engineering Services], Zeman Consulting Group, LLC (Zeman) [Field Survey and Mapping Services], Thomas Geotechnical Services, LLC (TGS) [Geotechnical Services], Environmental Sciences Associates Corporation (ESA) [Environmental Services], Cyriacks Environmental Consulting Services, Inc. (CECOS) [Environmental Services], Chen Moore and Associates, Inc. (CMA) [Drainage Design and Permitting Services], and Connico, LLC (Connico) [Opinion of Probable Cost and Scheduling Services] will provide the following services:

#### **Task 1.0 – Pre-design Services**

CONSULTANT shall develop a construction phasing plan for the project, coordinate with subconsultants to obtain field survey, and geotechnical investigation, initiate environmental services and permitting, establish weekly in-house design meetings, establish the project's quality control (QC) program, and establish communications with the parties and agencies known to CONSULTANT that will be involved or affected by the project. Specific tasks shall consist of the following:

1. Project Kickoff Meeting: Meet with the DOA, one (1) time, in-person, to fully define project elements, phasing requirements, and project issues.
2. Prepare detailed project design schedule.
3. Field review project site including electrical system and regulator testing (by Quantum).
4. Review existing plans and as-built data.
5. Coordinate and administer early subconsultant services. The intention of this task is to perform the following coordination and administrative services for the onboarding of subconsultants and to assist them with the performing of their early field activities:
  - a. Subconsultant project onboarding and purchase order setup and execution.

- b. Coordination with subconsultants regarding collecting certificates of insurance and endorsements.
  - c. Coordination with subconsultants to develop schedules for performing their field activities.
  - d. Coordinate with DOA staff to organize access to site for subconsultants.
  - e. Coordinating with subconsultant and DOA for completing the badging applications process.
  - f. Providing field escort for subconsultants while performing fieldwork within airfield
6. Define topographic survey limits and obtain those services (by Zeman Consulting Group, LLC).
  7. Define geotechnical testing requirements and obtain those services (by TGS).
  8. Develop preliminary horizontal geometry.
  9. Develop preliminary phasing plans.
- 
10. Provide administration for the duration of Task 1. These services consist of the following subtasks:
    - a. Monthly Reports: Kimley-Horn will prepare monthly progress reports to brief DOA regarding work progress. These reports will include the updating of the Project Design Schedule originally prepared under Task 1.2.
    - b. Preparation and maintenance of Project Work Plan and Project Controls.
    - c. Subconsultant Coordination.
    - d. Establishment and maintenance of project record keeping system.
    - e. Internal team Kickoff Meeting: Chairing up to one Project Kickoff Meeting with the entire project team. This task will be attended by up to 4 Kimley-Horn staff members and representatives from every subconsultant. Kimley-Horn will prepare the agenda and minutes for this meeting.
    - f. Weekly Production Meetings: Chair up to 13 weekly production meetings with whole project team. This task will be attended by up to 4 Kimley-Horn staff members and representatives from every subconsultant. Kimley-Horn will prepare agendas, minutes, and a list of action items for each meeting.
    - g. Badging: This task consists of the Kimley-Horn team preparation applications and procurement of badges. This task also includes attending any training associated with driving and escorting within the limits of the airfield.
    - h. Monthly Invoicing.
  11. Submit Pre-design documents (Horizontal Geometry Plan and Phasing Plans) to the DOA for review.
  12. Conduct one (1), in-person, Pre-design review and coordination meeting with DOA.

Kimley-Horn will prepare the following anticipated airfield design sheets to be included in the Pre-Design Drawing Set as follows:

**Pre-Design Drawing Set (anticipated)**

Preliminary Phasing Plans (4 Sheets)

Preliminary Horizontal Geometry Plan (13 Sheets)

**Deliverables:**

CONSULTANT shall provide the following deliverables for the DOA's review and written approval:

- Preliminary horizontal geometry.
- Preliminary phasing plans.
- Monthly reports
- Agenda and minutes of all meetings.

## **Task 2.0 – 30% Design**

CONSULTANT, in coordination with subconsultants, will develop conceptual documents necessary to achieve 30% design completion for the project, conduct weekly in-house design meetings, and QC review. Drawings will be in AutoCAD Civil 3D. The technical specifications, the Engineer's report, and other written documents will be in Microsoft Word and Adobe PDF format.

The airfield design will be in accordance with FAA Regulations and Advisory Circulars, and will conform to FDOT guidelines. The roadway design will be in accordance with County requirements. The Engineer's report will conform to the FAA format. Specific tasks shall consist of the following:

1. Incorporate comments received from Task 1.0.
2. Prepare base mapping for the project.
3. Review field survey data and geotechnical reports.
4. Identify conceptual construction access, maintenance of traffic (MOT), and staging options.
5. Prepare airfield and roadway (by Lochner) horizontal pavement geometry.
6. Prepare a preliminary pavement design and typical sections.
7. Prepare runway, taxiway, and roadway (by Lochner, Inc.) grading concept plans.
8. Refine project phasing plan, details, notes, and define construction project limits by phase.
9. Prepare construction drawings to 30% completion.
10. Prepare draft outline technical specifications.
11. Prepare draft outline of the Engineer's Report.
12. Prepare outline/draft Construction Safety and Phasing Plan (CSPP)
13. Prepare an opinion of probable construction cost based on the 30% Design Documents (by Connico).
14. Prepare construction schedule (by Connico).
15. Provide administration for the duration of Task 2. These services consist of the following subtasks:
  - a. Monthly Reports: Kimley-Horn will prepare monthly progress reports to brief DOA regarding work progress. These reports will include the updating of the Project Design Schedule originally prepared under Task 1.2.
  - b. Maintenance of Project Work Plan and Project Controls.
  - c. Subconsultant Coordination.
  - d. Record keeping.
  - e. Weekly Production Meetings: Chair up to 13 weekly production meetings with whole project team. This task will be attended by up to 4 Kimley-Horn staff members and representatives from every subconsultant. Kimley-Horn will prepare agendas, minutes, and a list of action items for each meeting.
  - f. Monthly Invoicing.
16. Submit 30% Design documents to DOA for review.
17. Conduct one (1), in-person, 30% design review and coordination meeting with DOA.

Kimley-Horn will prepare the following anticipated airfield design sheets to be included in the 30% Design Drawing Set are as follows:

**30% Design Drawing Set (anticipated)**

Cover Sheet / Location Plan / Vicinity Map (1 Sheet)  
Index of Drawings / General Notes (1 Sheet)  
Access and Safety Plan (1 Sheet)  
Key Map (1 Sheet)  
Safety Plan Notes and Details (1 Sheet)  
Project Phasing and Safety Plans (16 Sheets)  
Existing Conditions Plan (13 Sheets)  
Project Layout, Horizontal and Vertical Control Plan (1 Sheet)  
Typical Sections (3 Sheets)  
Horizontal Geometry Plans (13 Sheets)  
Demolition Plan (13 Sheets)  
Erosion Control (2 Sheets)  
Electrical Drawings, Notes, and Details  
Survey Sheets (13 Sheets)  
Geotechnical Exhibits (5 Sheets)

**Deliverables:**

CONSULTANT shall provide the following deliverables for DOA review and written approval:

- Conceptual design drawings.
- Outline of Technical Specifications.
- Outline of Engineer's Report.
- Outline/Draft CSPP
- Conceptual construction schedule.
- Conceptual opinion of probable construction cost.
- Monthly reports
- Agenda and minutes of all meetings.

**Task 3.0 – 60% Design**

CONSULTANT, in coordination with their subconsultants, shall continue designs and contract documents to 60% completion. Work shall consist of construction drawings, technical specifications, QC review, conducting weekly in-house design meetings, and Engineer's report. Specific tasks shall consist of the following:

1. Incorporate comments received from Task 2.0.
2. Prepare Design Development drawings consisting of phasing plan details and notes, airfield and roadway (by Lochner) pavement geometry, typical pavement sections, grading, cross sections, profile, pavement demolition, electrical demolition/ lighting/ signage/ circuitry plans (by QEE), and pavement markings.
3. Perform preliminary quantity take off.
4. Prepare opinion of probable construction cost (by Connico).

5. Prepare Engineer's Report.
6. Prepare Technical Specifications.
7. Prepare Construction Safety Phasing Plan (CSPP).
8. Prepare construction schedule (by Connico).
9. Provide administration the duration of Task 3. These services consist of the following subtasks:
  - a. Monthly Reports: Kimley-Horn will prepare monthly progress reports to brief DOA regarding work progress. These reports will include the updating of the Project Design Schedule originally prepared under Task 1.2.
  - b. Maintenance of Project Work Plan and Project Controls.
  - c. Subconsultant Coordination.
  - d. Record keeping.
  - e. Weekly Production Meetings: Chair up to 13 weekly production meetings with whole project team. This task will be attended by up to 4 Kimley-Horn staff members and representatives from every subconsultant. Kimley-Horn will prepare agendas, minutes, and a list of action items for each meeting.
  - f. Monthly Invoicing.
10. Submit 60% Design documents to DOA for review and comment.
11. Conduct one (1), in-person, 60% Design review meeting with DOA.

Kimley-Horn will prepare the following anticipated airfield design sheets to be included in the 60% Design Drawing Set are as follows:

**60% Design Drawing Set (anticipated)**

Cover Sheet / Location Plan / Vicinity Map (1 Sheet)  
Index of Drawings / General Notes (1 Sheet)  
Summary of Quantities (1 Sheet)  
Access and Safety Plan (1 Sheet)  
Safety Plan Notes and Details (1 Sheet)  
Project Phasing and Safety Plans (16 Sheets)  
Phasing Schedule (the Project Construction Schedule) (1 Sheet)  
Existing Conditions Plan (13 Sheets)  
Typical Sections (3 Sheets)  
Horizontal Geometry Plans (13 Sheets)  
Grading Plan (13 Sheets)  
Spot Elevation Plan (13 Sheets)  
Profile (5 Sheets)  
Cross Sections (10 Sheets)  
Demolition Plan (13 Sheets)  
Key Map (1 Sheet)  
Project Layout, Horizontal and Vertical Control Plan (1 Sheet)  
Erosion Control (2 Sheets)  
Marking plan (13 Sheets)  
Painting detail sheet (2 Sheets)  
Electrical Drawings, Notes, and Details  
Survey Sheets (13 Sheets)  
Geotechnical Exhibits (5 Sheets)

## **Deliverables:**

CONSULTANT shall provide the following deliverables for DOA review and written approval:

- Design Development Drawings.
- Design Development Engineer's Report.
- Design Development Technical Specifications.
- Design Development opinion of probable construction cost.
- Design Development CSPP
- Design Development construction schedule.
- Monthly reports
- Agenda and minutes of all meetings.

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## **Task 4.0 – 90% Design**

CONSULTANT, in coordination with their subconsultants, shall complete designs and contract documents, which shall consist of construction drawings, technical specifications, Engineer's report, and QC review. Tasks will consist of the following:

1. Incorporate comments received from Task 3.0.
2. Finalize design drawings to 90% completion.
3. Prepare a final quantity take-off and opinion of probable construction cost (by Connico).
4. Prepare a Bid Form
5. Conduct a plan-in-hand field review of the project.
6. Finalize the technical specifications [including roadway (by Lochner) and electrical (by QEE) specifications].
7. Finalize the Engineer's report.
8. Finalize CSPP and submit to FAA for review and approval.
9. Finalize construction schedule (by Connico).
10. Provide administration the duration of Task 4. These services consist of the following subtasks:
  - a. Monthly Reports: Kimley-Horn will prepare monthly progress reports to brief DOA regarding work progress. These reports will include the updating of the Project Design Schedule originally prepared under Task 1.2.
  - b. Maintenance of Project Work Plan and Project Controls.
  - c. Subconsultant Coordination.
  - d. Record keeping.
  - e. Weekly Production Meetings: Chair up to 13 weekly production meetings with whole project team. This task will be attended by up to 4 Kimley-Horn staff members and representatives from every subconsultant. Kimley-Horn will prepare agendas, minutes, and a list of action items for each meeting.
  - f. Monthly Invoicing.
- 11.
12. Submit 90% Design documents to DOA for review.
13. Conduct one (1), in-person, 90% design review and coordination meeting with DOA.

Kimley-Horn will prepare the following anticipated airfield design sheets to be included in the 90% Design Drawing Set are as follows:

**90% Design Drawing Set (anticipated)**

Cover Sheet / Location Plan / Vicinity Map (1 Sheet)  
Index of Drawings / General Notes (1 Sheet)  
Summary of Quantities (1 Sheet)  
Access and Safety Plan (1 Sheet)  
Safety Plan Notes and Details (1 Sheet)  
Project Phasing and Safety Plans (16 Sheets)  
Phasing Schedule (the Project Construction Schedule) (1 Sheet)  
Existing Conditions Plan (13 Sheets)  
Typical Sections (3 Sheets)  
Horizontal Geometry Plans (13 Sheets)  
Grading Plan (13 Sheets)  
Spot Elevation Plan (13 Sheets)  
Profile (5 Sheets)  
Cross Sections (10 Sheets)  
Demolition Plan (13 Sheets)  
Key Map (1 Sheet)  
Project Layout, Horizontal and Vertical Control Plan (1 Sheet)  
Erosion Control (2 Sheets)  
Marking plan (13 Sheets)  
Painting detail sheet (2 Sheets)  
Runway Grooving Plan (13 Sheets)  
Electrical Drawings, Notes, and Details  
Survey Sheets (13 Sheets)  
Geotechnical Exhibits (5 Sheets)

**Deliverables:**

CONSULTANT shall provide the following deliverables for DOA review and written approval:

- Plan set – One (1) copy, 22"x34", signed and sealed.
- Bid Documents (Word and pdf files).
- Technical Specifications – One (1) copy signed and sealed with Word and pdf files.
- Engineer's Report – One (1) copy signed and sealed with Word and pdf files.
- CSPP – One (1) copy signed and sealed with Word and pdf files.
- Opinion of probable construction cost and project schedule.
- Bid Form
- Monthly reports
- Agenda and minutes of all meetings.
- Electronic copies of CAD files of 90% plans and pdf files (22"x34").

**Task 5.0 – Subconsultant Services**

**5.1 AIRFIELD ELECTRICAL ENGINEERING SERVICES**

Quantum Electrical Engineering, Inc. (Quantum or QEE), as a subconsultant, will provide the following airfield electrical engineering services:

### 5.1.1 Design Documents

- Design coordination meetings with the DOA, FAA, and Kimley-Horn Design Team.
- Record drawing reviews, on-site electrical verifications and visual assessment of existing conditions with the assistance of DOA Maintenance staff.
- Preparation of demolition plans for the removal of lighting and signage systems associated with Runway 14-32, the complete demolition of Taxiway E, realignment of Taxiway R, reconfiguration of Taxiway F1, and new fillet connections up to edge of the RSA on Taxiway C, D, and K.
- Preparation of demolition plans for the removal of the lighting and signage of the connector taxiway (Taxiway J) between Taxiway F and the ramp.
- Design of demolition plans for the removal of ductbanks and manholes within the work limits.
- Design of new LED runway edge lighting and signage systems for the 1,700-foot extension and the realignment of the Runway 14-32. This includes modifications of the Runway 9R-27L edge lighting associated with the removal of Taxiway E and at the intersection of Runway 14-32 and 9-27.
- Design of the new taxiway edge lighting and signage for the Taxiway F extensions, new Taxiway R re-alignment, and new fillet lighting between the Runway edge and the RSA at the taxiway connectors (C,D and K).
- Design of new DOA-owned Runway End Identifier Lights (REIL) and Precision Approach Path Indicator (PAPI) lights for Runway 14 and Runway 32.
- Design of new supplemental windcones for Runway 14-32.
- Design of new runway and taxiway circuitry, conduit and ductbank systems. Also includes lighting load calculations for runway and taxiway systems impacted by the project.
- Design of new junction can plazas to replace existing manholes to provide circuit separation and isolation for enhanced system resilience and safety within the project limits.
- Design new constant current regulators for the existing airfield electrical vault. This includes riser diagrams, plan layouts and calculations.
- QEE shall provide all electrical FAA specifications, electrical bid line items, electrical quantities and electrical opinions of construction cost.
- QEE shall provide Engineering Report for electrical, lighting and signage systems.

### 5.1.2 Bid and Award Services

- Attendance at Pre-Bid meeting and site visit.
- Respond to bidder RFIs related to electrical and NAVAID systems and provide associated addenda/plan revisions.
- Review of bid pricing results and electrical recommendation.

## 5.2 FIELD SURVEY AND MAPPING SERVICES

Zeman Consulting Group, LLC (ZCG or Zeman), as a subconsultant, will perform field survey to develop topographic base mapping for the project.

The following services will be provided:

- Prepare a topographic survey of the areas identified in Attachment B of this proposal.
- Existing boundary survey (prepared by others) will be depicted on the survey plan.
- Vertical control (elevations) will be based on North American Vertical Datum of 1988 (NAVD88).
- Horizontal control will be based on the Florida State Plane Coordinates System, East Zone, North American Datum of 83/90.
- The survey limits are depicted in Attachment B of this proposal and Populate six areas.
- Elevations will be measured approximately as follows:
  - Area 1 – Existing Runway/Taxiways:
    - On a grid, longitudinally every 25 feet and transversely every 12.5 feet for the length of each runway and taxiway areas shown in the exhibit. Ensure that the edges of the runway and taxiway areas are surveyed and there is a maximum spacing of 25 feet longitudinally and 12.5 feet transversely between all points within those limits.
    - Any irregular changes in grade or topographic changes within the limits shown in the exhibit.
  - Area 2 – Green Areas (RPZ):
    - On a grid, every 100' feet longitudinally and transversely, for the designated areas shown in the exhibit.
    - Ground truthing will be performed at frequency recommended by the surveyor.
    - Survey will be collected using UAS, aircraft, or similar method to collect topographic data using LiDAR.
  - Area 3 – Green Area (Roadway)
    - One point on the centerline and a point offset 50 feet to either side of the centerline of the path shown in the attached exhibit, every 100 feet along that path.
    - Ground truthing will be performed at frequency recommended by the surveyor.
    - Survey will be collected using UAS, aircraft, or similar method to collect topographic data using LiDAR.
  - Area 4 – Existing Swale:
    - Top of bank and bottom of bank and a point offset 25' past each top of bank every 100 feet longitudinally along the centerline of the existing swale shown in the exhibit.
    - Any irregular changes in grade or topographic changes within the limits shown in the exhibit.
    - Soft surfaces to be surveyed with level or similar equipment.
  - Area 5 – Existing Aviation Road:
    - A set of points transverse to the existing roadway every 100 feet along the centerline of the existing Aviation Road in the limits shown in the attached exhibit. Each set of points is to include a point on the centerline of the existing roadway, a point on each edge of pavement, and a point on the top of bank, bottom of bank and top of bank of each swale adjacent to the sides of the roadway.
    - Ensure that both the edges of pavement areas and the adjacent edges of grass areas are surveyed in accordance with the aforementioned spacing.

- Any irregular changes in grade or topographic changes within the limits shown in the exhibit.
- Soft surfaces to be surveyed with level or similar equipment.
- Area 6 – Proposed Trail:
  - One point on the centerline and a point offset 25 feet to either side of the centerline of the path shown in the attached exhibit every 100 feet along that path.
  - Any irregular changes in grade or topographic changes within the limits shown in the exhibit.
  - Soft surfaces to be surveyed with level or similar equipment.
- Locate aboveground features within the survey limits, including but not limited to buildings, trees, fences, pavement, driveways, paved swales, slabs, curbs, walls, signage, navigational aids, lights, and other electrical features.
- Locate surface evidence of utilities within the survey limits, including but not limited to power and light poles, anchors, handrails, catch basins, wire pull boxes, signs, cabinets, risers, valve boxes, sanitary and storm sewer manholes, vaults, valves, meter boxes, backflow preventers, control panels, fire hydrants, overhead utilities, gas lines, and fuel lines.
- Measure the rim elevation of any sanitary and storm sewer structures or pipes that are unobstructed and safe to access. Determine pipe types, size, invert and flow direction, when possible. Structures located within active roadways will be as-built at the field crew's discretion, based on safety considerations.
- Locate pavement striping where applicable. Clearly differentiate between pavement edge and striping.
- Locate and mark sixty (60) geotechnical boring locations, thirty (30) pavement core locations, two (2) borehole permeability test and five (5) CBR test locations in field as per an exhibit to be delivered prior to site mobilization.
- Provide AutoCAD files of all information and six (6) copies of signed and sealed surveys upon completion of all work. Version 2024 is preferred, but any version 2020 and newer is acceptable. Provide a digital terrain model (DTM) in .xml format and provide point files in PNEZD format.
- Establish and monument baseline at 500' intervals.
- Plot existing wetland conservation easement and prepare sketch and legal description of less-out of proposed impacted area.
- Expected Accuracy is +/- 0.02' on hard surfaces, +/- 0.1' on soft shots in open areas, and +/- 0.25' in heavy vegetated and treed areas.

**Deliverables:**

Subconsultant shall provide the following deliverables for the COUNTY's review and written approval:

- Signed and sealed topographic survey

**5.3 GEOTECHNICAL SERVICES**

Thomas Geotechnical Services, LLC (TGS), as a subconsultant, will provide Geotechnical Review and Material Testing Services for the design phase of this project.

The following services will be provided:

1. Develop Boring Location Plan. The runway extension and related work will include sixty (60) Standard Penetration Test (SPT) Borings to 10 feet below grades, two (2) borehole permeability (BPT) percolation tests and thirty (30) pavement cores. Testing locations will be selected by Kimley-Horn (KH). TGS will provide borings, percolations and core locations on a location plan that will include center line of runway and proposed improvements. Elevations at boring locations can be interpreted from topographic plans if furnished by others.
2. Utility Clearance. Surveyor will mark the borings, percolations, and core locations with stakes and paint on the field (areas of proposed improvements). TGS will then call 811 Sunshine to clear utilities at boring locations. TGS will meet utility people in the field if necessary.

Prior to drilling at the project site, TGS will notify the local utility companies and request that underground utilities be marked. This scope assumes all private utility will be marked by others.

3. CBR (California Bearing Ratio) sampling. TGS will sample 5 CBR's in the field (27 inches below grade), bring to the laboratory for processing and testing.
4. Coordination of Field Work. All fieldwork will be coordinated via meetings with drilling staff, utility staff, and Kimley-Horn.
5. Soil and Rock Classification. All samples will be classified using ASTM Standards, the samples will be separated based on soil types for testing.
6. Laboratory Data. The samples that were previously selected will be tested for soil physical properties. Once results are available, the test data will be evaluated and incorporated into the report.
7. Seasonal High-Water Table. TGS will provide groundwater table and estimated SHGWT (Seasonal High Ground Water Table) based on soil characteristics, soil survey data, and historic data. The data will be presented in a table format.
8. Pavement Data. TGS will provide asphalt, base, and subgrade thicknesses in a table format. TGS will provide photos of asphalt cores with ruler or other tool for reference.
9. Preliminary Report. A preliminary report will be issued that contains all the field and laboratory data with exhibits and drawings.
10. Final Report. Once comments from preliminary report are received, TGS will start preparing changes or updates and issue final report.

A geotechnical engineer will review the results of the drilling and laboratory testing. A report will be issued that contains the exploration data, laboratory data, and discussion of the site and subsurface conditions.

**Deliverables:**

Subconsultant shall provide the following deliverables for the DOA's review and written approval:

- Geotechnical Services Report – Two (2) copies signed and sealed with pdf files.

## 5.4 ENVIRONMENTAL SERVICES

Chen Moore and Associates, Inc. (CMA), Cyriacks Environmental Consulting Services, Inc. (CECOS), and Environmental Science Associates Corporation (ESA), as subconsultants, will provide the following environmental services:

Environmental services are generally associated with the following actions:

- Extension and widening of Runway 14 and shifting the runway centerline by 60 feet.
- Modification of the airport's drainage / stormwater management system.
- Relocating a section of Aviation Road outside the proposed Runway 14 Runway Protection Zone (RPZ).
- Removing and trimming trees, vegetation, and objects that penetrate Title 14 of the Code of Federal Regulations (14 CFR) Part 77 airspace surfaces.
- Clearing vegetation within the Runway and Taxiway Object Free Areas (ROFA / TOFA)
- Clear, grade, and compact soils within the new Runway Safety Area (RSA) and Taxiway Safety Area.
- Construction of a new 2,167-foot section of unpaved trail within Sweetbay Natural Area.

### 5.4.1 State and Federal Wetland Permitting

This task involves providing the required environmental services to obtain a South Florida Water Management District (SFWMD) Individual Environmental Resource Permit (ERP) and a US Army Corps of Engineers (USACE) Section 404 Dredge/Fill Permit. ESA will serve as lead for permitting with CECOS providing support services including wetland delineation, updated listed species information, wetland functional analysis (UMAM) documentation, Waters of the US (WOTUS) review and supporting documentation, and other required information to support the permitting.

#### 5.4.1.1 Project Research & Field Surveys

CECOS shall perform project research updates as needed. The research shall include but should not be limited to a review of the project's NEPA (the National Environmental Policy Act) and support documents, existing conservation easements or other restrictions and review of available: US Fish and Wildlife Service (USFWS) and Florida Fish and Wildlife Conservation Commission (FFWCC) Species data and federal and state listed species to update the Endangered Species Biological Assessment (ESBA).

#### A. Establish Wetland Jurisdictional Lines and Assessments

CECOS shall be responsible for the following activities:

- Determining landward extent of wetlands and other surface waters as detailed in Rule Chapter 62-340, F.A.C., as ratified in Section 373.4211, F.S.; USACE Wetland Delineation Manual (Technical Report Y-871); Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Atlantic and Gulf Coastal Plain Region (ERD/EL TR-10-20).
- Collect all data and information necessary to determine the jurisdictional boundaries of wetlands and other surface waters as defined by the rules or regulations of each permitting agency.

- Set seasonal high-water levels in adjacent wetlands with biological indicators.
- Evaluate the connectivity of wetlands in support of a jurisdictional determination (JD) package for submittal to USACE. This will include a summary of potential jurisdiction under current WOTUS guidance and required graphics in support of the review.
- Prepare aerial maps showing the jurisdictional boundaries of wetlands and other surface waters. The maps shall show the jurisdictional boundaries of each agency.
- Prepare a written assessment of the current condition and functional value of the wetlands and other surface waters.
- Prepare data in tabular form which includes the ID number for each wetland (and other surface water, if necessary) impacted, size of wetland to be impacted, type of impact, and identify any wetland (by ID number and size) within the project limits that will not be impacted by the project.
- Prepare appropriate agency forms to obtain required permits. Forms may include but are not limited to the USACE "Wetland Determination Data Form – Atlantic and Gulf Coastal Plain Region"; the USACE "Request for Corps Jurisdictional Determination"
- Prepare Uniform Mitigation Assessment Method (UMAM) (or similar, i.e. WRAP) forms and/or project specific data forms.
- CECOS will prepare a Technical Memorandum documenting the results of the wetland delineations. This documentation will be used as supporting documentation for the permit application packages.

ESA will review the established wetland lines and UMAM analyses and receive all files in electronic (GIS or CAD) format for use in development of the jurisdictional determination package for the SFWMD and USACE permit applications.

#### **B. Conduct Updated Species Surveys**

CECOS will conduct required species surveys during design. It is anticipated that new/updated species surveys may be required for the following species:

- Florida bonneted bat – update may be required since the existing survey is greater than one-year old.
- Tricolored bat – proposed federal listing as endangered
- Eastern Black Rail – federally listed (survey protocol available in 2023)
- Gopher tortoise – state listed 15% survey required. If a 100% survey is required it is included under Optional Services.
- Burrowing owl – A burrowing owl survey will be conducted in accordance with the latest Florida Fish and Wildlife Conservation Commission (FWC) Burrowing Owl Survey Protocol.
- CECOS shall coordinate with USFWS/FWC as needed to finalize species updates requirements and survey protocol. CECOS shall review the existing Endangered Species Biological Assessment (ESBA) and update species effects determination.
- Conduct updated wildlife surveys as defined by rules or regulations of any permitting agency or commenting agency.

- CECOS shall collect data necessary to update the protected species and analyze the impacts to protected species and habitat resulting from changes to the project or changes in species listings.
- CECOS shall perform the necessary analysis to complete agency consultation in accordance with Section 7 or Section 10 of the Endangered Species Act.
- CECOS information will be incorporated into the Technical Memorandum discussed in Section 5.4.1.1

#### **5.4.1.2 Agency Verification of Wetland Data**

CECOS shall be responsible for verification of wetland and other surface water data and coordinating regulatory agency field reviews, including finalization of assessments and jurisdictional determinations with applicable agencies.

ESA will support/coordinate the required agency field reviews and jurisdictional determinations. ESA and CECOS will support the field reviews.

#### **5.4.1.3 Permit Applications**

##### **A. South Florida Water Management District (SFWMD)**

CMA will lead the ERP permitting with required environmental information supplied by ESA and CECOS. CMA will organize, prepare for, and attend, along with ESA and CECOS, a Pre-Application Meeting with the SFWMD. This task will require advanced coordination with the DOA, the consultant team members, and the SFWMD. The meeting may be held at the SFWMD office. CMA will prepare and distribute meeting notes that document items discussed at each meeting.

As authorized by the DOA, CMA and ESA will prepare the stormwater and environmental sections of the ERP Application, respectively. Tasks necessary to prepare the Application are outlined below.

1. CMA will complete Section A, *General Information for All Activities*, of the ERP application. CMA will coordinate with the Owner to obtain the required permit fee. Permit fees are not included and shall be the responsibility of the Owner.
2. CMA will compile all stormwater related information, calculations, and exhibits related to Section E, *Supplemental Information Required for Works or Other Activities Involving a Stormwater Management System*. This includes a nutrient analysis for water quality pursuant to the 2024 Statewide Stormwater Rule.
3. CMA will complete a comprehensive Operation and Maintenance Plan (O&M Plan), including routine maintenance intervals and associated inspection checklists, an opinion of cost for the perpetual operation and maintenance of the stormwater management system, and certification of financial capability to maintain the stormwater system over time.
4. CMA will coordinate with ESA throughout the preparation of the ERP application to ensure all relevant environmental information and supporting documentation is included in the application.

5. CMA will submit the ERP Application through the SFWMD RegPermitting portal and disseminate all Requests for Additional Information (RAI's) to the project team members. CMA will complete the Response to
6. CMA will attend one review meeting with the SFWMD for each RAI received during the permit process. CMA anticipates two (2) RAI's related to the stormwater design. Additional RAI's or specialized requests from the SFWMD not included in this scope of work shall be rendered as additional services.
7. CMA shall support meetings related to environmental RAI's. CMA anticipated two (2) additional meetings.
8. ESA will review the wetland and species Technical Memorandum and wetland functional assessments (by CECOS) and prepare and complete the environmental sections of the latest version of the ERP Application form. Information will include applicant/agent details; general project and site information; supplemental information and permit history; detailed project description; and figures depicting the location and extent of the project, wetland delineation and other required exhibits. ESA will consult with and review the DOA's permit files and develop additional information specific to the application.
9. ESA will incorporate the Environmental Assessment's (the EA's) alternatives analysis into the Application; however, additional discussion of alternatives and/or the development of an additional alternative may be necessary to address agency feedback or address specific permit-related requirements.
10. ESA will include the Environmental Considerations Report (by CECOS) that describes environmental impacts associated with the Proposed Project's regulated activities. The Report will be developed using information from the EA, as well as additional and supplemental information developed by CECOS specifically for the application.
11. The application will include a description of existing natural environmental features; document the location and type of wetlands and waterbodies at the project site; assess the potential effects of the Proposed Project on listed species; describe the direct and indirect environmental impacts associated with the project; avoidance and minimization measures, and describe mitigation proposed for unavoidable impacts.
12. ESA will further develop the recommended mitigation plan developed for the EA to a level suitable for the Application. Because mitigation is anticipated to be available through existing mitigation banks and / or a permitted County mitigation area, this task includes coordination with the mitigation provider(s) to confirm suitability, availability and cost of credits, as well as coordination with the COUNTY Environmental Resource Management (ERM) division and the SFWMD. This task does not include planning, technical studies, and preparation of construction plans and specifications necessary to construct and implement stand-alone mitigation that would create, restore, or enhance wetlands at an individual site.
13. ESA will prepare the proposed Modification of Conservation Easement documentation and coordinate with the SFWMD on replacement of the CE that falls within the project impact areas. This will include:
  - a. Development of graphics
  - b. Documentation of prior mitigation with a comprehensive discussion on the mitigation areas to be impacted (including functional assessments (by CECOS) for existing conditions) and development of comprehensive accounting of prior

impacts, impacted mitigation (in addition to the wetland impacts) and proposed replacement mitigation.

14. ESA will provide all required environmental information for the application to Kimley Horn for electronic submittal by the Engineer of Record (EOR).

#### **B. Department of the Army, Corps of Engineers JD and Permitting**

ESA will compile documentation (provided by CECOS) to coordinate with the USACE in support of a jurisdictional determination. If it is determined that the impacted wetlands are not jurisdictional under the current (as of 9-18-2025) Waters of the US (WOTUS) rule, ESA would seek a "No Permit Required" (NPR) determination from the USACE. If it is determined that wetlands are in whole, or in part, subject to USACE jurisdiction under section 404 ESA would prepare the appropriate USACE permit application documents. Tasks include:

- Compilation of Wetland / WOTUS delineation and GPS location of line(s) in accordance with the USACE Delineation Manual and Regional Supplements (by CECOS).
- Development of Jurisdictional Determination package consistent with USACE and EPA requirements.
- Development of application in support of NPR and / or permit to include:
  - Description of upland and wetland vegetative communities.
  - Description of wetland impacts including wetland delineation pursuant USACE criteria.
  - A review for the occurrence of listed wildlife and plant species.
  - Discussion of NPR criteria and supporting documentation.
  - Supporting graphics and mapping.

#### **C. Individual Permit (IP)**

If the jurisdictional determination identifies that the project will not qualify for a NPR, ESA will prepare documentation to coordinate with the USACE in support of an Individual Permit. If the impacts to jurisdictional WOTUS exceed 1/10 acre, it would require an IP. In addition to all of the tasks in the NPR and JD requirements, the following additional information will also be required and developed or compiled by ESA:

- Discussion of permit issuance criteria
- Required Alternatives Analysis and Least Environmentally Damaging Practicable Alternative (LEDPA) analysis
- Discussion of avoidance and minimization
- Supporting graphics and mapping (provided by CECOS)
- Mitigation plan in accordance with the USACE mitigation hierarchy in the 2018 rule

#### **D. Permit Application Assistance**

CECOS shall assist with the preparation of the permit applications (SFWMD ERP and USACE Section 404) including:

- Preparing an Environmental Consideration Report on wetlands and listed species including functional assessments, mitigation credits, photographs and mapping (i.e., FLUCCS, wetlands boundaries, soils).
- Attending pre-application meetings and other agency meetings.
- Providing environmental input for the application on wetland impacts, mitigation and species. Providing a QC review of each application (ERP and Section 404).
- Impacts to wetlands and wood stork foraging habitat is anticipated. CECOS shall support the identification of an appropriate mitigation bank (i.e., Pine Glades or other approved mitigation bank). It is anticipated that this mitigation will be part of the overall comprehensive mitigation strategy.

#### **E. Respond to Requests for Additional Information**

ESA anticipates responding to up to three (3) Requests for Additional Information (RAIs) from SFWMD and up to 2 Requests for Information (RFI) from the USACE during their application review processes. Should an RAI include a request for specialized studies and surveys, sampling or monitoring, or the evaluation of impacts not included in this overall Scope of Service, additional services may be required. It is anticipated that at least three (3) additional meetings with the SFWMD will be required during the permitting process to negotiate the mitigation replacement and conservation easement modification.

CECOS shall support meetings and responses to agency Requests for Additional Information (RAIs); two/agency.

### **5.4.2 Palm Beach County Environmental Resources Management (ERM)**

#### **5.4.2.1 Coordination During Permitting**

ERM was an active stakeholder throughout the EA process and has an interest in the proposed project. ESA will coordinate with ERM throughout the permitting phase to provide updates and identify any issues or concerns that arise. As one of the environmental commitments from the FONSI (Finding of no Significant Impact) requires development of a section of unpaved trail within Sweetbay and other measures, ESA will coordinate (anticipate up to six (6) calls or meetings) to assure commitments from the EA and FONSI are met.

#### **5.4.2.2 Native Vegetation Removal Permit**

- ESA will complete a preliminary remote-sensing analysis of vegetation within the project extent to support subsequent field survey validation. Services will consist of processing high-resolution LiDAR and 4-band multispectral imagery to generate a canopy height model (CHM), delineating individual tree crowns, and assigning draft species groups (e.g., pine, palm, cypress) to identified vegetation features. These species groups will be

considered preliminary classifications only, with final species identification and associated measurements to be confirmed during the field survey. For each tree, CONSULTANT will extract latitude, longitude, ground elevation, tree height, and top elevation, and will calculate penetration values relative to FAA Part 77 and TERPS surfaces.

- Specific tasks shall consist of preparing a GIS-ready point feature dataset with unique IDs for each tree, creating an obstruction table consistent with FAA documentation, and producing map products showing tree distribution, unique IDs, and potential penetrations. These products will provide a remote-sensing baseline to streamline and focus the field campaign, while acknowledging that draft species and metrics require field confirmation. All mapping will be prepared in ESRI file geodatabase format, with accompanying tabular and map deliverables. Maps, tables, and data will be updated following field work to incorporate validated tree species and refined measurements.
- CECOS will prepare an NDVI map in ESRI file geodatabase format using 4-band infrared imagery to assist in the classification of invasive versus native canopy cover. This information will be verified in the field to validate signatures of invasive species. The combined NDVI and point feature database will assist in minimizing environmental impacts from the final road and trail alignments and to assist in targeting field work. One field verification event will be conducted to confirm NDVI classifications.
- Utilizing the ESA compiled remote sensing data on tree locations, CECOS will conduct targeted field surveys along the final road and trail alignments to confirm species type, habitat type, tree conditions, dimensions (dbh), and the location of exotics. Native trees will be tagged with ID markers.
- Information will be provided to designers to prepare a Vegetation Plan that depicts the location and field tag number for each native individual to remain undisturbed on the parcel during construction and the natural life of the vegetation.
- CECOS will prepare a Tree Disposition Table of all native trees/palms surveyed. This table will include the tree's tag number, type of tree/palm (scientific name), the DBH or height of clear trunk if palm, health, the tree's proposed disposition (i.e. whether the tree/palm will remain in place, relocated, removed, or mitigate for its removal), and associated mitigation credits.
- CECOS will coordinate with Palm Beach County ERM to conduct an onsite field reviews/ pre-application meetings following the completion of the site plan and completed tree disposition table. It is anticipated that more than one field review/one site meeting is required.
- Parcel information including a location map, a recent aerial photograph with the parcel clearly delineated, and representative color photographs; Identification of the type and location of native vegetation in the vicinity of, and likely to be affected by the project.
- CECOS will coordinate with the design team to document potential adverse effects to fish, wildlife, and associated habitats, including wetlands and state-listed species. Where impacts cannot be avoided, measures to minimize and mitigate those effects will be identified and incorporated into the project design.
- Mitigation Plan – it is anticipated that this plan could include a combination of mitigation credits (monetary payment) and tree relocation. CECOS will coordinate with PBC ERM to determine which trees will be relocated and their ultimate locations. It is anticipated that PBC ERM will provide this information. This mitigation plan will be part of the

comprehensive mitigation strategy as discussed above in the ERP wetland mitigation South Florida Water Management District Permitting section.

## **5.5 DRAINAGE DESIGN AND PERMITTING SERVICES**

Chen Moore Associates, Inc. (CMA), as a subconsultant, will provide the following drainage design and permitting services:

### **5.5.1 Project Initiation, Information Gathering, and Site Review**

CMA shall collect and review copies of all available relevant data, including correspondence, plans or information provided by the DOA which may be beneficial to the work effort performed by CMA. This task shall include one on-site review to collect pertinent information about the present-day condition of the project site. This task shall also include preparation for, and attendance by CMA at the project kick-off meeting.

### **5.5.2 Engineering Design Services**

CMA shall include all relevant documentation required for 30%/60%/90%/BID Plans design phase submittals and shall provide Bidding Assistance as detailed below.

#### **5.5.2.1 30% Design**

- Attend weekly in-house design meetings for the purpose of coordination with other project disciplines as the 30% design is being developed.
- Provide conceptual level design input related to drainage and stormwater.
- Attend 30% Design Review Meeting with the DOA.

#### **5.5.2.2 60% Design**

- Prepare 60% civil engineering design and hydraulic analysis of the closed system drainage and stormwater best management practices (BMPs) for the purpose of DOA review and interdisciplinary coordination with other related disciplines. Electronic design files (digital CAD) of the system components related to the closed system drainage network will be provided for inclusion in the plan sheets (by Kimley-Horn), as required.
- Assist with the creation or modification of Drainage Plans, Demolition Plans, Stormwater Details, and Typical Section sheets, as needed. Electronic design files (digital CAD) will be provided for inclusion in the plan sheets (by Kimley-Horn), as required.
- Prepare 60% technical specifications pertaining to the project's stormwater elements.
- Prepare 60% stormwater management design report, including relevant narrative, exhibits, and figures, and hydraulics and hydrologic analyses.
- Provide a preliminary Opinion of Probable Cost for the project's stormwater elements.
- Attend weekly progress meetings with the design team for project coordination.
- Coordinate with other project disciplines throughout this design phase.
- Attend 60% Design Review meeting with the DOA.

### **5.5.2.3 90% Design**

- Review and respond to DOA comments from the previous submittal and update portions of the design, as appropriate, including written responses to provided comments pertaining to stormwater design.
- Provide 90% civil engineering design and hydraulic analysis of the closed system drainage and stormwater best management practices (BMPs) for the purpose of DOA review and interdisciplinary coordination with other related disciplines. Electronic design files (digital CAD) of the system components related to the closed system drainage network will be provided for inclusion in the plan sheets (by Kimley-Horn), as required.
- Review design team provided Drainage Plans, Demolition Plans, Stormwater Details, and Typical Section sheets, for consistency with hydraulic calculations and modeling. Electronic design files (digital CAD) will be provided for inclusion in the plan sheets (by Kimley-Horn), as required.
- Prepare 90% technical specifications pertaining to the project's stormwater elements.
- Revise stormwater management design report sufficient to submit for permit to the SFWMD.
- Provide an updated Opinion of Probable Cost for the project's stormwater elements.
- Attend weekly progress meetings with the design team for project coordination.
- Coordinate with other project disciplines throughout this design phase.
- Attend 90% Design Review meeting with the DOA.

### **5.5.2.4 Bid Plans**

- Review and respond to DOA comments from the previous submittal and update portions of the design, as appropriate, including written responses to provided comments pertaining to stormwater design.
- Prepare Bid level civil engineering design and hydraulic analysis of the closed system drainage and stormwater best management practices (BMPs) for the purpose of DOA review and interdisciplinary coordination with other related disciplines. Electronic design files (digital CAD) of the system components related to the closed system drainage network will be provided for inclusion in the plan sheets (by Kimley-Horn), as required.
- Review Drainage Plans, Demolition Plans, Stormwater Details, and Typical Section sheets, for consistency with hydraulic calculations and modeling. Electronic design files (digital CAD) will be provided for inclusion in the plan sheets (by Kimley-Horn), as required.
- Prepare Bid level technical specifications pertaining to the project's stormwater elements.
- Provide Final stormwater management report.
- Provide an updated Opinion of Probable Cost for the project's stormwater elements.
- Attend weekly progress meetings with the design team for project coordination.
- Coordinate with other project disciplines throughout this design phase.

### **5.5.2.5 Bidding Assistance**

- Attend one (1) pre-bid meeting and site walk.
- Participate in addendum preparation (up to three addenda).

### **5.5.3 Permitting Services**

CMA shall prepare and submit permit applications for the following regulatory authority:

- Stormwater Management - South Florida Water Management District (SFWMD)

Please refer to Section 5.4.1.3 Permitting Services for CMA's responsibilities associated with stormwater permitting efforts for this project.

## **5.6 AIRPORT ENTRANCE ROAD RELOCATION DESIGN**

H.W. Lochner, Inc. (Lochner), as a subconsultant, will provide the following airport entrance road relocation design services:

### **5.6.1 Pre-Design Services**

Lochner will perform the following tasks as a part of CONSULTANT'S Task 1.0 - Pre-Design Services:

#### **5.6.1.1 Mobilization / Project Kick-Off**

Lochner will assemble the roadway design, program management/controls, and independent technical/constructability review project team and perform the following activities as a part of the mobilization / project kick-off activities:

- Preparation of Lochner Project Execution Plan
- Preparation of Lochner Project Quality Control Plan
- Provide Assistance to Kimley-Horn for the Development and Establishment of the Project Stakeholder Engagement Plan including coordination with the design team to establish list of required authorities having jurisdiction (AHJs) including airport and county departments, Local, State, and Federal Agencies, required Approvals, and associated Permits.

#### **5.6.1.2 Data Collection / Records Research**

Lochner will collect the following as-built records for review and documentation:

- Available Aviation Boulevard and On-Airport Maintenance Access Roadway As-Built / Record Drawings, to be provided by DOA.
- Available Readily Available Topographic Survey Information, including, but not limited to, LIDAR, Aerial Imagery/Photography, and other as-built surveys completed by others within the project area as a part of previous studies, master plans, airport layout plans, and other projects, to be provided by DOA
- Readily Available Geotechnical Reports, Investigations, and Laboratory Testing completed by others within, or in the vicinity, of the project area, to be provided by DOA
- Project-Specific Design-Level Topographic Survey completed by Zeman Consulting Group, LLC
- Project-Specific Design Phase Geotechnical Investigations, Laboratory Testing, and Reporting completed by Thomas Geotechnical Services, LLC

- Wetland Delineation, Environmental Surveys including Trees, Vegetation, and Species completed by Environmental Sciences Associates Corporation and Cyriacks Environmental Consulting Services, Inc.
- Stormwater Modeling, including culvert sizing and associated stormwater improvements completed by Chen Moore and Associates, Inc.

#### **5.6.1.3 Basis of Design Criteria and Standards**

Lochner will Obtain and Review Applicable Design Standards and Guidance Documents associated with the Airport Entrance and Maintenance Access Roadway Design including the following basis of design criteria and standards:

- Palm Beach County Unified Land Development Code
- Palm Beach County Roadway Design Procedures
- Palm Beach County Land Development Design Standards Manual
- FDOT Criteria:
  - 2025 Florida Design Manual (FDM)
  - 2025-26 Standard Plans for Roadway Construction
  - 2025 Drainage Manual
  - 2025 Flexible Pavement Design Manual (FPDM)
  - 2023 Florida Greenbook
- A Policy on Geometric Design of Highways and Streets (AASHTO Green Book)
- Manual of Uniform Traffic Control Devices (MUTCD)

#### **5.6.1.4 Airport Entrance Roadway Alternatives Analysis**

Lochner will perform an alternatives analysis in support of demonstrating avoidance and minimization of impacts to existing wetlands. As a part of this task, Lochner will perform the following tasks:

- Evaluate a Maximum of Three (3) Geometric Alternative Preliminary Design Alignments for the proposed relocation of Aviation Boulevard
- Evaluate a Maximum of Three (3) Cross Section Alternative Preliminary Designs consisting of the following roadway typical section scenarios:
  - 2% Standard Cross Slope, Crown at Roadway Centerline, Grass Shoulders, Sheet Flow to Each Side of proposed Roadway Alignment
  - 2% Standard Cross Slope, Crown at Roadway Centerline, Profile Low Points Every 400-ft +/-, Curb & Gutter, Grass Shoulders, Runoff Directed to Drainage Culverts Each Side of proposed Roadway Alignment
  - 2% Constant Cross Slope, Grass Shoulders, Runoff Directed to Eastside of proposed Roadway Alignment
- Establish the Preliminary Design Profile Grade of the relocated Airport Entrance Road necessary to support identification of wetland impacts and support ROM preliminary design opinion of cost associated with unclassified excavation and select fill quantities
  - Minimum Roadway Centerline Elevation will be provided by Kimley-Horn through stormwater management modeling activities and will be utilized to establish the preliminary design profile grade of the proposed roadway centerline to support the alternatives analysis.

- Using readily available survey information of existing conditions and elevations including, but not limited to, LIDAR, prior surveys, and project-specific topographic survey data.
- Establish Approximate Preliminary Design Limits of Disturbance and calculate anticipated Wetland Impacts for each Alternative
- Calculate anticipated quantities to support cost comparison of each Alternative including:
  - Clearing & Grubbing
  - Unsuitable (Muck) Excavation
  - Unclassified Excavation
  - Select Fill Import, Placement, and Compaction
  - Drainage Improvements (Varies by Cross Section Alternative)
    - Culverts
    - Curb and Gutter
    - Swales/Ditches
  - Pavement Section (HMA, Base, Subgrade)
    - A consistent pavement layer structure will be assumed for each alternative as a part of the avoidance and minimization of wetland impact analysis.
    - Alternate pavement sections will be evaluated separately from the wetland avoidance and minimization analysis.
  - Site Restoration (Sod, Seeding, etc.)
- Establish the Basis of Pavement Design Criteria associated with the relocation of Aviation Boulevard including:
  - Development of Vehicle Traffic Mix (Type and Frequency)
  - Determination of Existing Soils Conditions based on Readily Available Geotechnical Records
- Evaluate a Maximum of Three (3) Pavement Design Alternatives for Roadway pavements including:
  - Traditional Construction Materials / Techniques (Hot Mix Asphalt, Base Course, Subgrade, Select Fill)
  - Re-Use/Recycling of Materials on Traditional Select Fill/Subgrade Preparation (Recycled Asphalt Pavement (RAP), Re-Use of Limerock Base, Subbase/Subgrade through mixing of Limerock base in Existing Soils, etc.)
  - Stabilized Subgrade / Geotextile Fabric/Material Bridging Loose/Organic Materials
- Prepare a Maximum of Three (3) ROM Preliminary Design Opinions of Cost, One for Each Geometric Alternative
- Prepare a Maximum of Three (3) ROM Preliminary Design Opinions of Cost, One for Each Pavement Design Alternative
- Prepare a Maximum of One (1) Technical Memorandum summarizing the alternatives analysis, preliminary pavement designs, and ROM opinion of cost

#### **5.6.1.5 Pre-Design Meetings**

Lochner will attend the following pre-design review and coordination meetings during Task 1.0 - Pre-Design Services:

- Lochner's internal Roadway Design Team Project Kick-Off Meeting (Virtual, 1 Max.)
- Internal Design Team Project Kick-Off Meeting (Virtual, 1 Max.)
- Project Kick-Off Meeting (In-Person, 1 Max.)
- Project Design Team Weekly Coordination Meetings (Virtual, 8 Max., 2 Months)

- Monthly Project/Program Coordination Meetings (Virtual, 2 Max., 2 Months)
- Internal Preliminary Roadway Design Alternatives Analysis Review Meeting (Virtual, 1 Max.)
- Preliminary Roadway Design Alternatives Analysis Review Meeting (In-Person, 1 Max.)

#### **5.6.1.6 Deliverables**

Lochner will provide the following deliverables as a part of Task 1.0 - Pre-Design Services:

- A Maximum of One (1) Alternative Analysis Technical Memorandum including:
  - A Maximum of Three (3) Geometric Plan, Grading Profile, and Wetland Impacts Exhibits
  - A Maximum of Three (3) ROM Preliminary Design Opinions of Cost
- A Maximum of Three (3) Pavement Design Alternatives
  - A Maximum of Three (3) Pavement Section Exhibits
  - A Maximum of Three (3) ROM Preliminary Pavement Design Opinions of Cost
- Lochner's Project Execution Plan
- Lochner's Project Quality Control Plan

#### **5.6.2 30% Design**

Lochner will develop the design documents necessary to achieve 30% design completion for the project following the completion and approval of Task 1.0 Pre-Design Services. The preferred selected alternative associated with the geometric, profile grade, cross section, and pavement design alternatives analysis completed in Task 5.6.1 - Pre-Design Services will serve as the basis of design for the relocation of Aviation Boulevard.

Lochner will perform the following activities associated with the roadway design services as a part of the CONSULTANT's Task 2.0 - 30% Design:

##### **5.6.2.1 Preparation of 30% Engineers Report**

Lochner will prepare the roadway design portions of the engineer's report for the project, including basis of design criteria, applicable standards, records research and as-built review, list of agency and permit approvals, demolition, geometry, pavement design, marking, and signage.

##### **5.6.2.2 Preparation of 30% Technical Specifications**

Lochner will prepare applicable technical specifications utilizing Palm Beach County and Florida Department of Transportation state construction requirements, associated with the roadway design including clearing and grubbing, earthwork, subgrade, base course, surface course, drainage pipe, culverts, and structures, pavement markings, and signage.

### **5.6.2.3 Preparation of 30% Design Plans**

Lochner will prepare the following roadway design drawings as a part of this task:

- Demolition Plans (6 Sheets)
- Maintenance of Traffic Plans (4 Sheets)
- Geometry Plans (6 Sheets)
- Grading Plan and Profiles (6 Sheets)
- Stormwater Pollution Prevention Plans (6 Sheets)
- Drainage Plans (6 Sheets)
- Pavement Marking and Signage Plans (6 Sheets)

### **5.6.2.4 Preparation of Payment Items and Quantity Calculations**

Lochner will prepare the payment items, descriptions, and estimated quantity calculations as a part of this task.

### **5.6.2.5 Independent Technical Review, QA/QC, and Coordination**

Lochner will assist in the review of Airfield and Roadway Construction Safety Phasing Plan development, perform Airfield and Roadway Constructability Reviews, and perform Independent Quantity Take-Off and 30% Opinion of Cost Review.

### **5.6.2.6 30% Design Meetings**

Lochner will attend the following design review and coordination meetings during Task 2.0 - 30% Design:

- Construction Safety Phasing Plan Coordination Meetings (Virtual, 3 Max.)
- Independent Technical Review, QA/QC, and Coordination Meetings (Virtual, 3 Max.)
- Project Design Team Weekly Coordination Meetings (Virtual, 12 Max., 3 Months)
- Monthly Project/Program Coordination Meetings (Virtual, 3 Max., 3 Months)
- Internal 30% Design Review Meeting (Virtual, 1 Max.)
- 30% Design Review Meeting (In-Person, 1 Max.)

### **5.6.2.7 Deliverables**

Lochner will provide the following deliverables as a part of Task 2.0 - 30% Designs:

- 30% Engineers Report
- 30% Technical Specifications
- 30% Design Plans
- 30% Payment Items and Quantities
- 30% Independent Technical/Constructability Review Comments in MS Excel, Bluebeam, and/or PDF Format

### **5.6.3 60% Design**

Lochner will develop the design documents necessary to achieve 60% design completion for the project following the completion and approval of Task 2.0 - 30% Design. Lochner will perform the following activities associated with the roadway design services as a part of the CONSULTANT'S Task 3.0 - 60% Design:

#### **5.6.3.1 Preparation of 60% Engineers Report**

Lochner will prepare the roadway design portions of the engineer's report for the project, including basis of design criteria, applicable standards, records research and as-built review, list of agency and permit approvals, demolition, geometry, pavement design, marking, and signage.

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#### **5.6.3.2 Preparation of 60% Technical Specifications**

Lochner will prepare applicable technical specifications utilizing Palm Beach County and Florida Department of Transportation state construction requirements, associated with the roadway design including clearing and grubbing, earthwork, subgrade, base course, surface course, drainage pipe, culverts, and structures, pavement markings, and signage.

#### **5.6.3.3 Preparation of 60% Design Plans**

Lochner will prepare the following roadway design drawings as a part of this task:

- General Construction Notes, Legends, and Abbreviations (2 Sheets)
- Demolition Plans (6 Sheets)
- Maintenance of Traffic Plans (4 Sheets)
- Maintenance of Traffic Details (2 Sheets)
- Typical Pavement Sections (2 Sheets)
- Geometry Plans (6 Sheets)
- Grading Plan and Profiles (6 Sheets)
- Stormwater Pollution Prevention Plans (6 Sheets)
- Stormwater Pollution Prevention Details (2 Sheets)
- Drainage Plans (6 Sheets)
- Drainage Details (2 Sheets)
- Pavement Marking and Signage Plans (6 Sheets)
- Pavement Marking and Signage Details (2 Sheets)

#### **5.6.3.4 Preparation of Payment Items and Quantity Calculations**

Lochner will prepare the payment items, descriptions, and estimated quantity calculations as a part of this task.

#### **5.6.3.5 Independent Technical Review, QA/QC, and Coordination**

Lochner will assist in the review of Airfield and Roadway Construction Safety Phasing Plan development, perform Airfield and Roadway Constructability Reviews, and perform Independent Quantity Take-Off and 60% Opinion of Cost Review.

#### **5.6.3.6 60% Design Meetings**

Lochner will attend the following design review and coordination meetings during Task 3.0 - 60% Design:

- Construction Safety Phasing Plan Coordination Meetings (Virtual, 3 Max.)
- Independent Technical Review, QA/QC, and Coordination Meetings (Virtual, 3 Max.)
- Project Design Team Weekly Coordination Meetings (Virtual, 12 Max., 3 Months)
- Monthly Project/Program Coordination Meetings (Virtual, 3 Max., 3 Months)
- Internal 60% Design Review Meeting (Virtual, 1 Max.)
- 60% Design Review Meeting (In-Person, 1 Max.)

#### **5.6.3.7 Deliverables**

Lochner will provide the following deliverables as a part of Task 3.0 - 60% Designs:

- 60% Engineers Report
- 60% Technical Specifications
- 60% Design Plans
- 60% Payment Items and Quantities
- 60% Independent Technical Review Comments in MS Excel, Bluebeam, and/or PDF Format

#### **5.6.4 90% Design**

Lochner will develop the design documents necessary to achieve 90% design completion for the project following completion and approval of Task 3.0 - 60% Design. Lochner will perform the following activities associated with the roadway design services as a part of the CONSULTANT'S Task 4.0 - 90% Design:

##### **5.6.4.1 Preparation of 90% Engineers Report**

Lochner will prepare the roadway design portions of the engineer's report for the project, including basis of design criteria, applicable standards, records research and as-built review, list of agency and permit approvals, demolition, geometry, pavement design, marking, and signage.

##### **5.6.4.2 Preparation of 90% Technical Specifications**

Lochner will prepare applicable technical specifications utilizing Palm Beach County and Florida Department of Transportation state construction requirements, associated with the roadway design including clearing and grubbing, earthwork, subgrade, base course, surface course, drainage pipe, culverts, and structures, pavement markings, and signage.

##### **5.6.4.3 Preparation of 90% Design Plans**

Lochner will prepare the following roadway design drawings as a part of this task:

- General Construction Notes, Legends, and Abbreviations (2 Sheets)
- Demolition Plans (6 Sheets)
- Maintenance of Traffic Plans (4 Sheets)
- Maintenance of Traffic Details (2 Sheets)
- Typical Pavement Sections (2 Sheets)
- Geometry Plans (6 Sheets)
- Grading Plan and Profiles (6 Sheets)
- Stormwater Pollution Prevention Plans (6 Sheets)
- Stormwater Pollution Prevention Details (2 Sheets)
- Drainage Plans (6 Sheets)
- Drainage Details (2 Sheets)
- Pavement Marking and Signage Plans (6 Sheets)
- Pavement Marking and Signage Details (2 Sheets)
- Cross Sections (12 Sheets)

#### **5.6.4.4 Preparation of Payment Items and Quantity Calculations**

Lochner will prepare the payment items, descriptions, and estimated quantity calculations as a part of this task.

#### **5.6.4.5 Independent Technical Review, QA/QC, and Coordination**

Lochner will assist in the review of Airfield and Roadway Construction Safety Phasing Plan development, perform Airfield and Roadway Constructability Reviews, and perform Independent Quantity Take-Off and 90% Opinion of Cost Review.

#### **5.6.4.6 90% Design Meetings**

Lochner will attend the following design review and coordination meetings during Task 4.0 - 90% Design:

- Construction Safety Phasing Plan Coordination Meetings (Virtual, 3 Max.)
- Independent Technical Review, QA/QC, and Coordination Meetings (Virtual, 3 Max.)
- Project Design Team Weekly Coordination Meetings (Virtual, 12 Max., 3 Months)
- Monthly Project/Program Coordination Meetings (Virtual, 3 Max., 3 Months)
- Internal 90% Design Review Meeting (Virtual, 1 Max.)
- 90% Design Review Meeting (In-Person, 1 Max.)

#### **5.6.4.7 Deliverables**

Lochner will provide the following deliverables as a part of Task 4.0 - 90% Designs:

- 90% Engineers Report
- 90% Technical Specifications
- 90% Design Plans
- 90% Payment Items and Quantities
- 90% Independent Technical Review Comments in MS Excel, Bluebeam, and/or PDF Format

### **5.6.5 Permitting**

Lochner will conduct pre-application and application submittal review meetings with the following Authorities Having Jurisdiction (AHJ) associated with the airport roadway design scope of work:

- Palm Beach County Engineering & Public Works
- Palm Beach County Land Development
- Palm Beach County Roadway Division

Lochner will prepare required forms and design permit applications for AHJ approval of the roadway design. Lochner will prepare signed and sealed design plans following the approval of Task 4.0 - 90% Design for issuance of the Permit Set to the AHJs for review. Lochner will address AHJ requests for additional information (RAIs), revise and resubmit signed and sealed plans for final review and approval.

The DOA will be responsible for payment of permit review fees which are specifically excluded from this scope of services. The Construction Contractor will be responsible for securing construction-related permits through Palm Beach County, as applicable, these services are specifically excluded from this scope of services.

### **5.6.6 Bidding Assistance**

Lochner will prepare the roadway documents for the Issued for Bid Documents (IFB), including plans and technical specifications, following approval of Task 4.0 - 90% Design, and authorization to proceed with Task 7.0 - Bidding Phase Services.

Lochner will advance the 90% approved engineers report, plans, and technical specifications, for the roadway, to 100% completion and submit the Issued for Bid (IFB) documents to Kimley-Horn. Lochner will finalize payment items and quantities.

Lochner will perform the following activities as a part of Task 7.0 - Bidding Phase Services:

1. Preparation of Roadway portion of Issued for Bid Documents (IFB) (Engineer's Report, Plans, Specs, and Payment Items/Quantities)
2. Preparation of Roadway portion of Pre-Bid Agenda/Presentation/Minutes
3. Pre-Bid Conference Attendance (Virtual, 1 Max.)
4. Responses to Contractor Roadway Design RFIs, Preparation of Addenda associated with Roadway Design RFIs (2 Max. Addenda)
5. Bid Evaluation of Roadway Design Bid Items
6. Letter of Recommendation to Award
7. Pre-Construction Services:

Lochner will prepare Issued for Construction Documents (IFC), for the Roadway documents, following the DOA's notice of intent to award the construction contract.

- Incorporate Addenda issued during Bidding Phase
- Issued for Construction Documents (IFC)

## 5.7 OPINION OF PROBABLE COST AND SCHEDULE SERVICES

Connico (Connico), as a subconsultant, will provide the following Opinion of Probable Cost and Schedule Services:

- 30% Design Opinion of Probable Cost
- 60% Design Opinion of Probable Cost
- 90% Design Opinion of Probable Cost
- 60% Design Schedule

### Deliverables

- 30%/60%/90% Design Milestone Opinion of Probable Cost Reports
- 60% Design Milestone Schedule Report

## Task 6.0 – Special Services

### 6.1 PRECISION APPROACH PATH INDICATOR (PAPI) SITING REVIEW

Kimley-Horn will perform the following services for the PAPI siting review:

The CONSULTANT will review existing planning drawings to assess the viability of future PAPI locations. The CONSULTANT will independently review the proposed location of each future PAPI, for each runway end, as part of this task (two PAPI systems). Upon 100% design, and identifying the PAPI locations which match that of the siting criteria established within FAA Order JO 6850.2C - Visual Guidance Lighting Systems, the CONSULTANT will draft the Visual Glide Slope Indicator (VGSI) forms that need to be submitted for FAA purposes of completing the FAA flight check for each set of PAPIs (two total forms are anticipated).

Two engineering sheets depicting the lateral and vertical position for the PAPI location(s), as well as showing the PAPI OCS described in FAA AC 150-5340-30J section 7.5.4.4, will be created in a plan and profile layout. The PAPI OCS is critical to evaluate as it will determine whether PAPI baffling is required. The obstacle data will be provided by the Airport, or the FAA's Obstacle Authoritative Source (OAS) will be utilized if no current obstacle data is available from the Airport. This task does not include AGIS data submittal or review.

As part of this effort, the CONSULTANT will:

- Attend up to two 1-hour virtual meetings with the DOA to verify and review the findings of this analysis, and coordinate future flight procedure flight checks.
- Create two plan profile sheets depicting future PAPI locations and the OCS surfaces associated (one per future PAPI system).

### 6.2 FLIGHT PROCEDURES COORDINATION

Kimley-Horn will perform the following services for flight procedures coordination:

FAA flight procedures coordination is required as part of this scope of services to establish tentative flight check scheduling, therefore mitigating disruption to existing Instrument Approach Procedures (IAPs) and NAVAID operability. As part of this effort, the CONSULTANT will assist in

drafting Letters of Agreement (LOAs) between the Airport and FAA, for establishing future IAP and PAPI implementations. Preliminary design data will be used to submit applicable data into the FAA's Instrument Flight Procedures Information Gateway to begin the process of adjusting IAP procedures.

Coordination with the FAA Flight Procedures team is assumed to be:

- Up to two 1-hour virtual meetings with FAA flight procedures to verify and review the findings of this analysis, and cord future flight procedure flight checks associated with the PAPI siting study and future locations (two future PAPIs)
- Up to six 1-hour virtual meetings with FAA flight procedures to coordinate future flight procedure flight checks associated with the adjustments needed to maintain the existing RNAV (GPS) RWY 14 IAP.

Further coordination is assumed to be required with FAA Flight Procedures once AGIS data and survey are done for the future runway, which is not included under this task. This task covers preliminary coordination efforts associated with the realignment and extension of Runway 14-32. This task does not include AGIS data submittal or review.

Coordination leading up to, and during, the flight check itself will be performed at a later time and is not included within this contract. This scope and fee does not include reimbursable agreement costs associated with flight checks.

### **6.3 SAFETY RISK MANAGEMENT PANEL**

Kimley-Horn and Lochner will participate in a Safety Risk Management Panel. Tasks will consist of the following:

1. Kimley-Horn will coordinate/develop a list of Safety Risk Management Panel (SRMP) members for use by the DOA. DOA will send invitations.
2. Kimley-Horn will coordinate with the design team regarding schedule, phasing, and SRMP materials.
3. Kimley-Horn will perform pre-meeting logistics such as coordination with SRMP members to schedule the SRMP and development/dissemination of pre-meeting materials. This includes developing the SRMP facilitators PowerPoint presentation to be used in the SRMP, SMS risk matrix, and preliminary hazard list.
4. Kimley-Horn and Lochner will participate in facilitation of SRMP (up to three [3] hours for the SRMP and up to two [2] travel days for the facilitator).
5. Kimley-Horn will perform post meeting activities include documenting the activities of the SRMP, completing the hazard list, and developing the Safety Risk Management Document (SRMD).
6. The SRMD will be routed for signatures as appropriate/needed after the SRMD is finalized based on feedback from the COUNTY and SRMP members.

#### **Deliverables:**

CONSULTANT shall provide the following deliverables for the COUNTY's review and written approval:

- SRMP Report

## **6.4 PROGRAM MANAGEMENT DASHBOARD**

H.W. Lochner, Inc. (Lochner), as a subconsultant, will provide a program management dashboard for the DOA's use. Services for preparing and administering the dashboard are as follows:

### **6.4.1 Pre-Design Services**

- Preparation and Establishment of Initial Program Management Dashboard Set-Up and Monthly Updates (1 Max. Original, 2 Max. Updates, 3 Months)

Utilizing the initial project design and construction schedules, budgets, funding sources, and other pertinent information, Lochner will develop the program management dashboard. In the event the DOA requires utilization of eBuilder, or other program/ project management software, that Lochner does not have licensing or readily available access for use at no cost, DOA will provide a minimum of one (1) license to Lochner for utilization of eBuilder, or other software requested, for use in development of the program management dashboard

#### **Deliverables**

Lochner shall provide the following deliverables for the COUNTY's review and written approval:

- A Maximum of One (1) Program Management Dashboard (Original)
- A Maximum of Two (2) Program Management Dashboard Updates (Monthly)

### **6.4.2 30% Design**

- Monthly Program Management Dashboard Updates (3 Max., 3 Months)

Lochner will prepare monthly updates to the Program Management Dashboard as a part of this task, using updated design and construction schedules, budgets, funding sources, and opinions of cost.

#### **Deliverables**

Lochner shall provide the following deliverables for the COUNTY's review and written approval:

- A Maximum of Three (3) Program Management Dashboard Updates (Monthly)

### **6.4.3 60% Design**

- Monthly Program Management Dashboard Updates (3 Max., 3 Months)

Lochner will prepare monthly updates to the Program Management Dashboard as a part of this task, using updated design and construction schedules, budgets, funding sources, and opinions of cost.

## **Deliverables**

Lochner shall provide the following deliverables for the COUNTY's review and written approval:

- A Maximum of Three (3) Program Management Dashboard Updates (Monthly)

### **6.4.4 90% Design**

- Monthly Program Management Dashboard Updates (3 Max., 3 Months)

Lochner will prepare monthly updates to the Program Management Dashboard as a part of this task, using updated design and construction schedules, budgets, funding sources, and opinions of cost.

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## **Deliverables**

Lochner shall provide the following deliverables for the COUNTY's review and written approval:

- A Maximum of Three (3) Program Management Dashboard Updates (Monthly)

### **6.5 RUNWAY EXIT ANALYSIS**

Kimley-Horn will perform an analysis to review the configuration and performance of the exit taxiways which serve Runway 14-32. This task intends to study the functionality and optimized location of Runway 14-32 exits at F45. The results of this analysis will inform future planning, and design decisions, related to the extension and relocation efforts for Runway 14-32.

The Consultant will conduct this analysis utilizing the FAA sponsored Runway Exit Design Interactive Model (REDIM) tool, to validate potential exit locations, exit functionality, and runway occupancy times for current and forecasted fleet mixes at F45. Up to one existing fleet mix, and up to one future fleet mix, will be assessed.

The Consultant will evaluate existing conditions to provide a baseline for the analysis. The Consultant will evaluate future conditions as shown on the FAA approved ALP and up to three unique future alternative concepts. The alternative concepts may include, but are not limited to, optimization of runway exit quantity, runway incursion mitigation (RIM), and optimization for specific fleet.

The above mentioned REDIM analysis will be presented to the DOA and other key stakeholders, such as the FAA and GA tenants, for their review and input. The Consultant will conduct up to three stakeholder engagement meetings (virtual). Based upon feedback received and results from the REDIM, a preferred concept will be developed to form the basis of design.

The Consultant will prepare initial schematic illustrations with exit taxiway locations and their corresponding REDIM metrics related to the preferred concept. The results of this analysis will be documented within a Technical Memorandum.

## **Deliverable**

CONSULTANT shall provide the following deliverables for the COUNTY's review and written approval:

- Runway Exit Analysis Technical Memorandum

## **Task 7.0 Bidding Phase Services**

CONSULTANT shall assist COUNTY in advertising and bidding the project. CONSULTANT shall perform the following tasks:

1. Advance documents to 100% and prepare the Issued for Bid set.
2. Attend and conduct one (1) pre-bid meeting with potential bidders and affected agencies. Prepare the agenda and minutes for this meeting.
3. Attend one (1) pre-bid project walkthrough with potential bidders, affected agencies, and the DOA.
4. Respond in writing to bidders questions in the form of written addenda as needed to interpret, clarify, or expand the Bid Documents.
5. Attend up to one (1) Bid Opening.
6. Prepare and review Bid Tabulations,
7. Attempt to contact the apparent low bidders references to review.
8. Prepare a Letter of Recommendation for Award based on review of Bid Tabulations and reference review.
9. Provide administration the duration of Task 7. These services consist of the following subtasks:
  - a. Monthly Reports: Kimley-Horn will prepare monthly progress reports to brief DOA regarding work progress. These reports will include the updating of the Project Design Schedule originally prepared under Task 1.2.
  - b. Maintenance of Project Work Plan and Project Controls.
  - c. Subconsultant Coordination.
  - d. Record keeping.
  - e. Weekly Production Meetings: Chair up to 4 weekly production meetings with whole project team. This task will be attended by up to 4 Kimley-Horn staff members and representatives from every subconsultant. Kimley-Horn will prepare agendas, minutes, and a list of action items for each meeting.
  - f. Monthly Invoicing.
- 15.

The CONSULTANT shall provide the following deliverables for COUNTY review and written approval:

- Issued for Bid Documents ("bid package")
- Bid Tabulations and review.
- Notes from reference review.
- Assist COUNTY in their selection and recommendation for award.
- Monthly reports
- Agenda and minutes of all meetings.
- Conformed Documents.

### **PROJECT ASSUMPTIONS**

1. This scope was prepared with the assumption that there will be one bid package for the whole project. It is our understanding that the project will not be subdivided into various packages that will be bid separately.
2. Plans will be prepared on CAD overlays of the survey and will be in conformance with CONSULTANT's AutoCAD Civil 3D 2024 CAD standards and in coordination with COUNTY current CAD standards. CONSULTANT shall work with COUNTY to provide modifications to CAD standards to be used.
3. Front-end documents, advertisement, general provisions and related documents will be provided by COUNTY. CONSULTANT will provide Plans, Bid Form, Technical Specifications, the Engineer's Report, and CSPP in Word format. CONSULTANT will compile the County's documents with the Issued for Bid documents. The design will be in accordance with FAA Regulations and Advisory Circulars and will conform to FDOT guidelines. Certification of the above will be provided by CONSULTANT.
4. The COUNTY will provide available existing plans, as-builts, geotechnical reports, engineering reports, technical specifications, data, etc... for existing infrastructure impacted by this project. This includes but is not limited to Runway 14-32, Runway 9L-27R, Runway 9R-27L, Taxiway F, Connecting Taxiways, and the airport access road. The COUNTY will also provide existing plans data and as-built drawings of utilities; fiber optic and previous construction plans as required for the project upon which CONSULTANT may rely. Plans will be in AutoCAD format as available.
5. Coordination with the FAA to identify the FAA underground facilities will be conducted by COUNTY.
6. Survey for FAA requirements per FAA Advisory Circular 150/5300 18B, Table 2-1 "for Pavement Design and Construction" are excluded from this agreement.
7. Obstacle data as needed for the Part 77 analysis and associated vegetation mitigation to ensure clear approach, departure, threshold siting, and airport design surfaces as well as the the PAPI siting analysis are to be provided by the COUNTY.
8. Preparation of and submission of Airports-GIS documents are excluded from this agreement.
9. Airspace review and coordination with the FAA is excluded from this agreement and will be addressed by COUNTY staff.
10. If requested by COUNTY, CONSULTANT shall provide COUNTY with a marked-up set of plans and/or specifications showing CONSULTANT's QC review corrections and comments.
11. CONSULTANT shall submit a final project schedule to COUNTY, for approval, within 10 business days after receiving the Notice-to-Proceed (NTP) and prior to beginning work. No work shall commence without an approved schedule. The final schedule shall include design, permitting activities, submittal review timeframes, and other project activities as required to complete the work. CONSULTANT shall submit updated project schedules as required in the specific scope of services.
12. Construction Phase Services or any other services during the construction phase of the project are not included in this scope of services.
13. The CONSULTANT has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to CONSULTANT at this time and represent only the CONSULTANT's judgment as a design professional familiar with the construction industry. The CONSULTANT cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

14. SRMP assumes that Kimley-Horn staff will be facilitating the panel. Should the FAA require an independent consultant to facilitate the SRMP, additional services may apply.
15. This Scope of Services assumes that the existing airfield vault electrical service and generator capacity are adequate (to be verified during design). If it is not adequate Additional Services may be required.
16. This Scope of Services excludes replacement of existing airfield lighting control system.
17. If updates are required to the Airport Layout Plan prior to construction to match the design project, they are to be performed by others. Alternatively, CONSULTANT can perform the updates as an amendment to this contract.
18. The kickoff, review, and phasing meetings will be in person. Select team members that require extensive travel may be virtual. All other meetings will be virtual.
19. The FAA's FONSI and ROD for the Runway 14-32 EA discussed aircraft parking relocation and a new ATCT, per discussions with the DOA these items will be addressed under a sperate contract and are expressly excluded from this Scope of Services.
20. Preparation of a boundary survey and title searches are excluded from this Scope of Services.
21. The following environmental services are excluded from this Scope:
  - 100% Gopher Tortoise Survey
  - Prepare Gopher Tortoise Relocation Permit Application
  - Gopher Tortoise Mitigation and Relocation
  - Cumulative Impact Assessment (CIA): A CIA will be required by SFWMD and USACE if mitigation occurs outside the basin.
22. Topographic data in heavily wooded areas will be collected by the project team. The County does not have data in these areas. The County will allow use of aerial LiDAR collection, either by UAS (unmanned aircraft system) or manned aircraft, for Survey Data Collection.

#### **INFORMATION PROVIDED BY DOA**

1. A signed and sealed boundary survey and associated digital CAD File as available for the parcels impacted by this project.
2. A letter from the property owner granting access to the site and giving approval for CONSULTANT to perform the services listed above.
3. Filing and permit application fees, review fees, impact fees or any other associated assessments by other governments/agencies.
4. Coordination for signatures and other documentation required by the Owner to submit permits.
5. Copies of all relevant data, including correspondence, reports, plans or information in the DOA's possession which may be beneficial to the work effort performed by CONSULTANT.
6. Previous reports and assessments.
7. Legal description of the sites impacted by this project.
8. Fleet mix, annual operations, and anticipated growth rate of aircraft which operate at F45.
9. Should the DOA like to use eBuilder as a project dashboard we request licenses to access this software.

#### **PERFORMANCE SCHEDULE**

See Exhibit C for the detailed Proposed Schedule. CONSULTANT shall perform the services identified in Tasks 1 through 6 inclusive within 365 calendar days of written Notice to Proceed, not inclusive of COUNTY and other agency review time. Task 7 Bid Services is anticipated to be 90 days, but may vary contingent on the COUNTY's bid schedule.

**METHOD OF COMPENSATION**

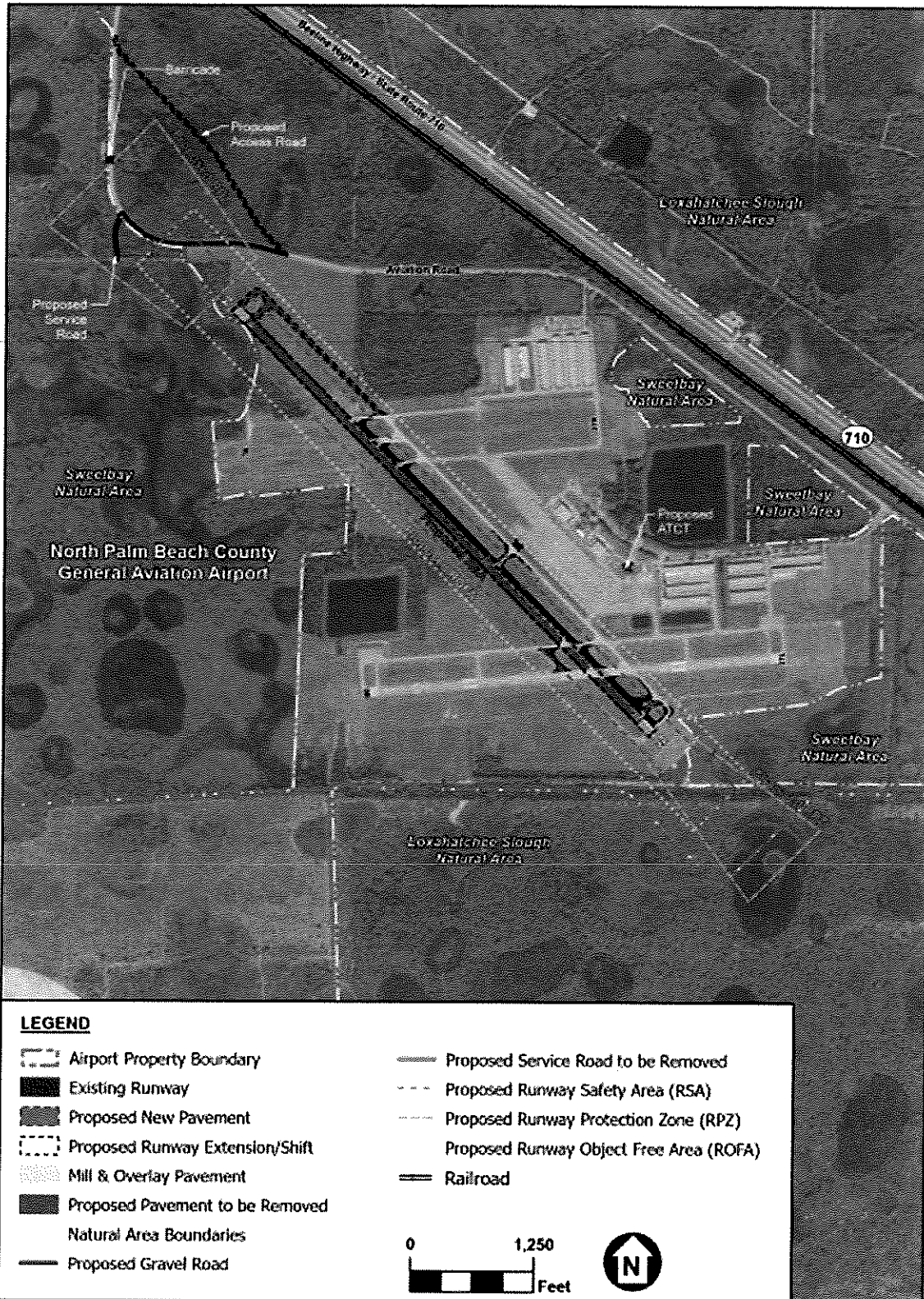
Kimley-Horn will perform the services in Tasks 1 – 7 for the total lump sum fee below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the COUNTY.

**TERMS OF COMPENSATION**

Services will be provided for the total lump sum amount:

Task No	Task Title	Labor Fees		Total
		CONSULTANT	Subconsultant	
1.0	Pre-Design Services	\$161,120.78		\$161,120.78
2.0	30% Design	\$275,418.04		\$275,418.04
3.0	60% Design	\$398,220.89		\$398,220.89
4.0	90% Design	\$483,824.70		\$483,824.70
5.0	Subconsultant Services:			
	Quantum Electrical Engineering		\$215,315.00	\$215,315.00
	Zeman Consulting Group		\$252,238.25	\$252,238.25
	Thomas Geotechnical Services		\$90,516.30	\$90,516.30
	CECOS		\$144,042.50	\$144,042.50
	ESA		\$197,969.21	\$197,969.21
	Chen Moore and Associates		\$396,500.00	\$396,500.00
	HW Lochner		\$455,825.18	\$455,825.18
	Connico		\$66,500.00	\$66,500.00
6.0	Special Services			
	PAPI Sitting Review	\$11,742.18		\$11,742.18
	Flight Procedures Coordination	\$7,206.81		\$7,206.81
	Safety Risk Management Panel	\$39,607.40		\$39,607.40
	Runway Exit Analysis	\$29,661.81		\$29,661.81
7.0	Bidding Phase Services	\$99,194.80		\$99,194.80
<b>SUB-TOTAL</b>				<b>\$3,324,903.83</b>
<b>REIMBURSABLE EXPENSES</b>				<b>\$3,000.00</b>
<b>TOTAL</b>				<b>\$3,327,903.83</b>

**Attachment A – Location Map / Environmental Assessment: Alternative 4**



Source: US Census Bureau, 2020; USGS, The National Map, 2020; ESA, 2024

North Palm Beach County General Aviation Airport Runway Extension EA

**FIGURE 2-2**

**ALTERNATIVE 4 – SHIFT RUNWAY CENTERLINE BY 60 FEET AND EXTEND RUNWAY 1,700 FEET (PROPOSED PROJECT)**

**Attachment B – Survey Limits**

**North Section:**



**South Section:**



**CONTRACT EXHIBIT B**

**DETAILED FEES, EXPENSES, AND PAYMENTS**

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**CONTRACT EXHIBIT C**  
**PROPOSED SCHEDULES**

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CONTRACT EXHIBIT D

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT

Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of Kimby Hoen and Associates, Inc. (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.

Jill Capelli  
(signature of officer or representative)

Jill Capelli  
(printed name and title of officer or representative)

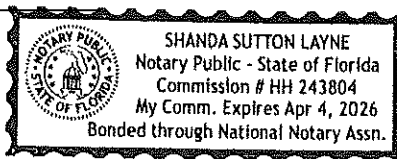
State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of  physical presence or  online notarization this, 2nd day of March, 2022, by Jill Capelli.

Personally known  OR produced identification .

Type of identification produced \_\_\_\_\_.

Shanda Sutton Layne  
NOTARY PUBLIC  
My Commission Expires:  
State of Florida at large  
Broward county



(Notary Seal)

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

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# **PALM BEACH COUNTY GENERAL CONSULTING SERVICES**

## **EXHIBIT E**

### **Additional Contract Requirements for State and Federally Funded Projects**

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

#### **Access to Records and Reports (FAA A1.3)**

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

#### **Breach of Contract Terms (FAA A2.3)**

Any violation or breach of terms of this Contract on the part of the Consultant or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this Contract.

Owner will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract.

Owner reserves the right to withhold payments to Consultant until such time the Consultant corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Consultant must correct the breach. Owner may proceed with termination of the contract if the Consultant fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

#### **General Civil Rights Provisions (FAA A4.3.1, 4.3.2)**

In all its activities within the scope of its airport program, the Consultant agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Consultant and subcontractors from the solicitation period through the completion of the contract.

**Title VI Solicitation Notice (A5.3.1)**

As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21) including amendments thereto, the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto.

This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

**Title VI List of Pertinent Nondiscrimination Acts and Authorities (A5.4.1)**

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964) including amendments thereto;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age);

- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (P.L. 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681, et seq).

#### **Nondiscrimination Requirements/Title VI Clauses for Compliance (A5.4.2)**

##### **Compliance with Nondiscrimination Requirements:**

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

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin), creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including amendments thereto.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its

facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or

- b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

#### **Clean Air and Water Pollution Control (FAA A6.3)**

Consultant agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). The Consultant agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Consultant must include this requirement in all subcontracts that exceed \$150,000.

#### **Contract Work Hours and Safety Standards Act (FAA A7.3)1. Overtime Requirements.**

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

## 2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Consultant and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

## 3. Withholding for Unpaid Wages and Liquidated Damages.

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

## 4. Subcontractors.

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

### **Certification Regarding Debarment and Suspension (FAA A10.3.1, A10.3.2)**

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

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

1. Checking the System for Award Management at website: <http://www.sam.gov>.

2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

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

### **Disadvantaged Business Enterprise (A11.3.3)**

#### **Contract Assurance (49 CFR § 26.13)**

The Consultant, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26, including any amendments thereto, in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

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

#### **Prompt Payment (49 CFR § 26.29)**

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

#### **Termination of DBE Subcontracts (49 CFR § 26.53(f))**

The prime Consultant must not terminate a DBE subcontractor listed in response to NC25-2 F45 Runway 14/32 Extension and Related Improvements (or an approved substitute DBE firm) without prior written consent of County. This includes, but is not limited to, instances in which the prime [https://www.faa.gov/airports/planning\\_capacity/non\\_federal/maintaining](https://www.faa.gov/airports/planning_capacity/non_federal/maintaining) seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime Consultant shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the Consultant obtains written consent County. Unless

County consent is provided, the prime Consultant shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

County may provide such written consent only if County agrees, for reasons stated in the concurrence document, that the prime Consultant has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR § 26.53.

Before transmitting to County its request to terminate and/or substitute a DBE subcontractor, the prime Consultant must give notice in writing to the DBE subcontractor, with a copy to County, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime Consultant must give the DBE five days to respond to the prime Consultant's notice and advise County and the Consultant of the reasons, if any, why it objects to the proposed termination of its subcontract and why County should not approve the prime Consultant's action. If required in a particular case as a matter of public necessity (e.g., safety), County may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

#### **Texting When Driving (FAA A12.3)**

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant. In support of this initiative, the Owner encourages the Consultant to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Consultant must include the substance of this clause in all sub-tier contracts exceeding \$15,000 that involve driving a motor vehicle in performance of work activities associated with the project.

#### **Prohibition On Certain Telecommunications and Video Surveillance Services or Equipment (FAA A13.3)**

Consultant and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act P.L. 115-232, § 889(f)(1)).

#### **Fair Labor Standards Act (FAA A15.3)**

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

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

**Lobbying and Influencing Federal Employees (FAA A16.3)**

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

**Occupational Safety and Health Act of 1970 (FAA A17.3)**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must

address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

**Procurement of Recovered Materials (FAA A18.3)**

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

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

The list of EPA-designated items is available at [www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products](http://www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products).

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

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

**Rights to Inventions (FAA A19.3)**

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

**Seismic Safety (FAA A20.3.1)**

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the

NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a “certification of compliance” that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

**Certification Regarding Tax Delinquency and Felony Convictions (FAA A21.3)**

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

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**Certifications**

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

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

**Note**

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

**Term Definitions**

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

**Tax Delinquency:** A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

## **Termination for Convenience/Default (FAA A22.3, 22.3.2)**

### **Termination For Convenience (Professional Services)**

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Consultant must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

### **Termination For Cause (Professional Services)**

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) **Termination by Owner:** The Owner may terminate this Agreement for cause in whole or in part, for the failure of the Consultant to:
1. Perform the services within the time specified in this contract or by Owner approved extension;
  2. Make adequate progress so as to endanger satisfactory performance of the Project; or
  3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications,

reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

- b) **Termination by Consultant:** The Consultant may terminate this Agreement for cause in whole or in part, if the Owner:
1. Defaults on its obligations under this Agreement;
  2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
  3. Suspends the project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Consultant is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

**Trade Restriction Clause (FAA A23.3)**

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

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

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

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

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

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

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

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Consultant may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

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

**Veteran’s Preference (FAA A24.3)**

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

**Certification Regarding Domestic Preferences For Procurements (FAA A25.3)**

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

**Prohibition Of Covered Unmanned Aircraft Systems (UAS) (FAA A26.3)**

The Bidder or Offeror certifies that they are aware of and comply with relevant Federal statutes and regulations, including those from the Federal Aviation Administration (FAA), for operating unmanned aircraft systems (UAS) in accordance, and in compliance with all related requirements in the FAA Reauthorization Act of 2024 (Public Law 118-63), section 936 (49 U.S.C. § 44801 note).

Consultant warrants that all UAS operations will be conducted in full compliance with all applicable Federal Aviation Administration (FAA) regulations, including but not limited to 14 CFR Part 107, and any other applicable local, state, or Federal laws and regulations.

Sponsors and subgrant recipients cannot use AIP grant funds to enter into, extend, or renew a contract related to covered unmanned aircraft systems (UAS). This includes both procurement and operational contracts, as well as contracts with entities that operate such systems.

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

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

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

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

specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same.

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

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

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

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

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

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

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

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

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

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

**Indemnification (FDOT PTGA S.18)**

To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the County and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Consultant and persons employed or utilized by the Consultant in the

performance of this Contract. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the County's sovereign immunity.

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

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

**CONTRACT EXHIBIT F**

**PPM CW-O-093 RESILIENCY AND SUSTAINABILITY IN COUNTY CAPITAL  
CONSTRUCTION PROJECTS**

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**TO: ALL COUNTY PERSONNEL**

**FROM: VERDENIA C. BAKER  
COUNTY ADMINISTRATOR**

**PREPARED BY: OFFICE OF RESILIENCE**

**SUBJECT: RESILIENCY AND SUSTAINABILITY IN COUNTY CAPITAL  
CONSTRUCTION PROJECTS**

**PPM #: CW-O-093**

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**ISSUE DATE**

**April 29, 2021**

**EFFECTIVE DATE**

**April 29, 2021**

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**PURPOSE:**

To provide guidance to reduce the County's exposure to the impacts of a changing climate by incorporating the Southeast Florida Regional Climate Change Compact's Unified Sea Level Rise Projection, other resilience principles, and sustainable practices into the siting, design, construction, renovation, remodeling, renewal, replacement, expansion, repurposing, demolition, and deconstruction of all applicable County capital construction projects (CCPs).

**UPDATES:**

Future updates to this PPM are the responsibility of the Director of the Office of Resilience in consultation with County departments having construction authority.

**AUTHORITY:**

- Palm Beach County Comprehensive Plan, 1989, including, but not limited to, the Future Land Use Element, as may be amended.
- Regional Climate Action Plan 2012, Southeast Florida Regional Climate Change Compact, as may be amended.
- *Unified Sea Level Rise Projection for Southeast Florida*. A document prepared for the Southeast Florida Regional Climate Change Compact Steering Committee, 2015, as may

be amended.

- Leadership in Energy and Environmental Design (LEED) building standards, as may be amended.
  - Palm Beach County Public Facilities Energy Best Practices, January 2016, as may be amended by Facilities Development and Operations Department (<http://pbcportal.pbcgov.org/fdo/facilitieservices/PBCEnergyCommittee/CommitteeDocuments/Energy%20Best%20Practices%202016.docx>)
  - Countywide PPM(s) CW-F-050 and CW-L-014, as may be amended.
  - Palm Beach County Code Chapter 7 Article IV § 7.52 Part 1 § 101.4.11; Unified Land Development Code Article 18.
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**DEFINITIONS:**

See attachment A

**BACKGROUND:**

The County has significant purchasing power in carrying out CCPs. The County recognizes its responsibility to minimize negative impacts of climate change and increase resiliency through incorporating sustainable and resilient policies and practices into County CCPs. This PPM ensures County departments provide leadership in resource conservation and climate change adaptation and mitigation while supporting a diverse, equitable, and vibrant community and economy with the intention to:

- Efficiently manage energy use, water use, waste generation, and stormwater, which will reduce waste, reduce GHG emissions, reduce flood impacts, and/or yield financial and nonmonetary savings;
- Increase the County’s resilience to climate change impacts;
- Continue the County’s commitment to hazard mitigation;
- Continue the County’s practice of motivating staff toward the conscious stewardship of County resources and empowering them to implement actions that improve financial, social, and environmental health; and
- Enhance the County’s employee, resident, business owner, and visitor experience.

Implementation of this PPM is intended to result in:

- Reduced energy and water consumption;
- Lower operation and maintenance costs;
- More resilient publicly-funded infrastructure;
- Creation of a local business environment that fosters opportunities for jobs that produce goods and services that benefit the environment and/or conserve natural resources, i.e., green jobs;
- Reduced GHG emissions and urban heat island effect;
- Reduced flooding and/or flooding impacts; and
- Resilience leadership.

This PPM does not mandate specific construction, design, or installation methods, products, or supply sources over others but, rather, facilitates the consideration of resilience and sustainability factors into the planning for, purchasing for, and implementation of County CCPs. The most effective way to integrate resilience and sustainability into CCPs is to review each project on a case-by-case basis. Nothing within this PPM shall be construed to impede the integrity and continuity of ongoing processes or operations; instead, the PPM should be construed to complement and improve the same.

**POLICY:**

1. County CCP planning and investment shall be guided by the following principles when practical and feasible.
  - a. Priority should be given to actions that build climate change impacts preparedness and reduce GHG emissions;
  - b. Flexible and adaptive approaches should be taken to prepare for uncertain climate impacts;
  - c. Energy use, water use, waste generation, and stormwater should be managed in a way to reduce waste, yield financial savings, yield nonmonetary benefits, reduce flooding and/or flooding impacts, and/or reduce GHG emissions;
  - d. Actions should protect the County's vulnerable populations; and

- e. Low-impact development infrastructure solutions including, but not limited to, blue, and natural/green infrastructure, should be incorporated into projects.
2. The County will use the most current and/or credible climate science available to monitor climate change impacts and projections for planning purposes, and have it available on the OOR intranet site. The most recent local analyses of climate change impacts conducted are the Compact's Regional Climate Action Plan and the SLR Projection (including associated guidance documents). Other reputable sources include the Intergovernmental Panel on Climate Change, the National Oceanic and Atmospheric Administration, and the U.S. Army Corps of Engineers.
3. CCPs can involve a complex legal framework. The recommendations contained herein are to be used in the best interest of the County, and are not intended to conflict with Federal and/or State rules, regulations, advisory circulars, grant assurances, bond covenants, lease agreements, and/or any other official authority. In addition, not all recommendations, principles, and procedures will be applicable to each project.

**PROCEDURE:**

1. No later than approximately one year after this PPM goes into effect, the Office of Resilience will conclude training and coordination with cross-departmental team representatives, including the Interdepartmental Resiliency and Sustainability Team, and in collaboration with other applicable department personnel, to:
  - a. Develop a simple resiliency and sustainability checklist, which will be available through the OOR intranet site, for departments to use for government-funded CCPs that demonstrates full compliance with this PPM, documents resiliency and sustainability successes, and provides resilient and sustainable investment metrics data; and
  - b. Determine an appropriate threshold or thresholds, such as by project value or project type, when completion of the checklist is applicable and required. This threshold or thresholds shall be provided on the OOR intranet site.

Project leads must complete the resiliency and sustainability checklist for each applicable County CCP that meets or exceeds the checklist threshold.

2. OOR will be available to offer optional technical assistance and/or participate in CCP pre-planning and scoping, subject to staff availability and demand.
3. County departments with construction authority must assess climate change and sea level rise implications during the planning and design stages of the department's applicable CCPs using best available climate resilience, adaptation, hazard mitigation, and sustainability principles. To the extent relevant, as determined by the Director of the Construction Department, and as applicable to each CCP, the assessment should consider:
  - The significance of, and impact on, continuity of operations and public service delivery;
  - Life expectancy of the CCP;
  - Cost of available project approaches;
  - Physical properties of the capital asset(s) and capability for modification;
  - Waste stream management and recycling of demolition materials to the greatest extent practical not precluding applicable Federal, State, and local laws and regulations governing special and hazardous waste materials;
  - Full life-cycle cost accounting to evaluate and compare capital improvement investments and alternatives;
  - Other practical considerations to determine the feasibility and extent to which long-term resilience shall be incorporated into capital improvements; and
  - Incorporation of sustainability measures geared toward minimizing the project's carbon footprint (GHG emissions, energy use, water use, etc.) to the greatest extent practical in an effort to mitigate future climate risk.
4. For each applicable County CCP, the lead County department shall ensure that a designated project lead (e.g., the project manager or consultant) submit relevant materials prepared pursuant to this PPM to the Office of Resilience during design development or other appropriate timeframe, but no later than the submission of a building permit application where applicable.
5. Any new or substantially improved County building must be built to LEED Certified or higher standard, the International Code Council's International Green Construction Code (IgCC), or other state and/or nationally recognized high performance green building rating system deemed acceptable to the County without obligation to apply for and/or obtain the

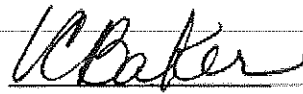
official certificate. Such buildings will be operated and managed with reasonable consideration given to concepts from *LEED for Existing Buildings: Operations and Maintenance Rating System* or similar green building standards deemed acceptable to the County. The designated project lead shall provide the Office of Resilience with a green building narrative of how the building meets the selected green building standard, including a list of prerequisites and credits and/or points for which the project could be expected to qualify, during design development. This green building narrative will be part of the simple checklist described in Procedure #1.

6. Departments involved in solicitations and contracts for government-funded CCPs will include requirements for incorporating sea level rise projections and climate change impacts into all applicable CCP solicitations and contracts.
  - a. As part of the selection qualification evaluation criteria, selection committee members shall more favorably consider firms that:
    - i. Have a minimum of one (1) completed project that has achieved a LEED certification or certification from another high performance green building rating system deemed acceptable by the County, or is in the process of completing a LEED or other high performance green building certification by date of submission of proposals for services similar to those being procured; and/or
    - ii. Have at least one (1) LEED AP credentialed staff or staff with a certificate in sustainable construction from an accredited college or university assigned to the project for which service is being procured.
  - b. For applicable projects, the project scope of work will include a requirement to describe how the following will be achieved:
    - i. Using the most recent Compact SLR Projection and associated guidance, incorporate sea level rise projections into building and/or infrastructure design and stormwater management considerations based upon the projected life expectancy.
    - ii. How the climate impacts of sea level rise and flood risk have been considered and addressed in the planning and design of the CCP for the duration of the maximum useful life of the investment, with specific

consideration of impacts on surface and groundwater elevations, and water supplies.

- iii. Provide specifics regarding project elevation (feet above base flood), future road access, drainage, emergency evacuation routes, and impacts to surrounding infrastructure. Address whether the asset could be modified or adapted over time to accommodate changes in climate impacts.
- iv. Address sustainability through environmentally conscious planning and design including, but not limited to, green roadway design, low impact development, integrated stormwater management principles, green parking design, sustainability principles, waste management, and other emerging sustainability practices. Address and plan for future maintenance requirements.
- v. Recommend green building products and construction practices that are best suited for the project and describe why. LEED, Florida Green Building Coalition (FGBC), and the IgCC are acceptable sources for products and practices, but others can be used as the County deems appropriate.
- vi. Describe how the project will contribute to improving energy efficiency, specifically reducing energy consumption and GHG emissions.
- vii. Identify sustainable standards, products, and technology being used including, but not limited to, LEED, FGBC, ENERGY STAR, smart grid technology, alternative fuels, water and energy conservation practices, and recycled materials.
- viii. Document any unique constraints or special considerations for CCPs that cannot conform to this policy, in whole or in part, on account of operations or service delivery. Facilities and infrastructure required for health and safety reasons (including, but not limited to, Airports, Fire-Rescue stations, Palm Beach Sheriff's Office buildings, water and wastewater treatment plants, lifeguard buildings, and traffic signalization), while not exempt from review, shall continue to be located and constructed in a manner directly supporting the purpose and public welfare mission of those specific improvements.

7. The Office of Resilience will provide ongoing training, technical assistance, and coordination for departments subject to capacity and demand.
8. This PPM will apply to projects for which neither design development nor procurement have commenced as of the PPM effective date. Requests for exemptions to this PPM during approximately the first year following the PPM's effective date shall be brought to and decided by the County Administrator.



**VERDENIA C. BAKER**  
**COUNTY ADMINISTRATOR**

**Supersession History**

## ATTACHMENT A

### DEFINITIONS

**Blue infrastructure:** urban infrastructure relating to water, commonly associated with natural or green infrastructure in the urban setting. Rivers, streams, ponds and lakes may pre-exist as natural features within cities or be added to an urban environment as an aspect of its design. Coastal urban developments may also have pre-existing features of the coastline specifically employed in their design. Harbors, quays, piers, and other extensions of the urban environment may also be added to capture benefits associated with the marine environment. There may be co-benefits to the health and wellbeing of populations with access to blue spaces in the urban context.

**Capital construction projects (CCPs):** the combination of human services, materials, real property, and financial resources to accomplish capital facilities and improvements that involve construction. Expenditures for renewal and replacement projects that extend the useful life of an asset beyond one year are considered CCPs. Examples include road resurfacing and roof replacement. Maintenance, repairs, and recurring expenditures that are included in the operating budget are not considered CCPs.

**Capital facilities:** any governmental CCP expenditure for the acquisition of land, or the construction, installation, or expansion of facilities, which are expected to be in service over a considerable period of time, usually more than one year.

**Capital improvements:** relatively large scale, nonrecurring CCP that may require multi-year financing. Examples of typical capital improvements are:

- Road construction and improvements;
- New and expanded physical facilities for the community;
- Large scale rehabilitation or replacement of existing facilities;
- Purchase of pieces of equipment which have a relatively long period of use;

- The cost of engineering or architectural studies and services relative to the improvement; and
- The acquisition of land for a community facility such as a park, road, library, airport, etc.

**Climate change impacts:** the natural and human consequences resulting from significant, long-lasting changes in climate. These changes may include changes in temperature, precipitation, and/or sea level.

**Construction Department(s):** The County's Department of Airports (DOA), Engineering and Public Works (EPW), Environmental Resources Management (ERM), Facilities Development & Operations (FDO), and Water Utilities (WUD) each of which has been delegated construction authority under Section 2-53(f) of the County Purchasing Code.

**Flood / flooding:** As defined by the National Flood Insurance Program, a "flood" is:

- A) A general and temporary condition of partial or complete inundation of 2 or more acres of normally dry land area or of 2 or more properties (at least 1 of which is the policyholder's property) from: (1) Overflow of inland or tidal waters; (2) Unusual and rapid accumulation or runoff of surface waters from any source; or (3) Mudflow; or
- B) The collapse or subsidence of land along the shore of a lake or similar body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels that result in a flood as defined above.

Flooding incidents associated with rain, tropical storms, and hurricanes generally produce the highest impacts in the County. The County's Local Mitigation Strategy ranks floods at the top of the list of identified hazards with impacts across the entire spectrum of community exposure.

**Greenhouse gas (GHG):** gases that trap heat in the lower atmosphere and influence global temperature. Reducing major GHG (i.e., carbon dioxide (CO<sub>2</sub>), methane (CH<sub>4</sub>), nitrous oxide (N<sub>2</sub>O), tropospheric ozone, and fluorinated gases) can help reduce local air pollution, conserve energy resources, contribute to the global effort of stabilizing GHG concentration in the atmosphere, and mitigate further temperature increases and other climate change impacts.

**Hazard Mitigation:** Any action taken to reduce or eliminate long-term risk to people and property from natural disasters.

**Interdepartmental Resilience and Sustainability Team:** a County team consisting of representatives from each County department empowered to plan, coordinate, and recommend actions supporting climate change resilience and sustainability initiatives, directives and programs to be implemented either countywide or internal to County operations.

**Leadership in Energy and Environmental Design (LEED):** an ecology-oriented building certification program run under the auspices of the U.S. Green Building Council. LEED concentrates its efforts on improving performance across six key areas of environmental and human health: location and transport; sustainable sites; water efficiency; energy and atmosphere; materials and resources; and indoor environmental quality.

**Low-impact development:** a land planning and engineering design approach to manage stormwater runoff as part of green or natural infrastructure and blue infrastructure. Low-impact development emphasizes conservation and use of on-site natural features to protect water quality. This approach implements engineered small-scale hydrologic controls to replicate the pre-development hydrologic regime watersheds through infiltrating, filtering, storing, evaporating, and detaining runoff close to its source. “Blue” or “Natural/Green” infrastructure investments are one approach that often yields multiple benefits and builds city/community resilience.

**Natural infrastructure:** also referred to as “green” infrastructure, a process that uses vegetation, soils, and other elements and practices to mimic some of the natural processes used to manage water, protect shorelines, and create healthier urban environments. At the city or county scale, green infrastructure is a patchwork of parks and natural areas that provides habitat, flood protection, cleaner air, and cleaner water. At the neighborhood or site scale, it is stormwater management systems that mimic soil and water storage and can be used alone or along with the following infrastructure options as part of a stormwater management system: conventional piped drainage, water treatment systems, pervious pavement, and shoreline protection such as seawalls. Natural infrastructure examples include bioswales, living shorelines, raingardens, and green roofs.

**Resilience (Climate resilience):** the ability to adapt to and rebound from physical/environmental, social, and economic challenges including climate change impacts and extreme weather events. Resilience includes planning and preparing for threats and risks to withstand stresses, shocks, and disasters and to continue to function during and after the adversity.<sup>1</sup>

**Southeast Florida Regional Climate Change Compact (Compact):** a coalition of local governments in Broward, Miami-Dade, Monroe, and Palm Beach Counties that coordinate climate change mitigation and adaptation activities.

**Substantially improved County building:** any expansion, alteration, renovation, addition, redevelopment, or similar improvement to an existing County building that exceeds 50 percent of the building's replacement value.

**Sustainability principles:** actions taken by individuals, businesses, organizations, departments, and nongovernmental entities to meet the needs of the present without compromising the needs of future generations. These principles intend to: a) maintain or improve quality of life, the environment, and the economy; b) conserve energy, resources, and raw materials; c) reduce the amount of hazardous substance exposure to humans and other organisms; and d) bring about predictability for the local and global ecosystem throughout the entire project life-cycle.

**Unified Sea Level Rise Projection for Southeast Florida (SLR Projection):** a sea level rise projection report released by the Compact in October 2015, adopted November 17, 2015 by the Board of County Commissioners, and updated periodically by the Compact. This SLR Projection is a resource for planning purposes by a variety of audiences and disciplines including elected officials, urban planners, architects, engineers, developers, resource managers, and public works professionals.

**Vulnerable populations:** people who are at a greater risk to economic, social, and environmental shocks and stresses than the rest of the population. Vulnerability factors include potential risk exposure, risk sensitivity, and adaptive capacity to cope with or respond to

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<sup>1</sup> Haris Alibasic, Sustainability and Resilience Planning for Local Governments (2018).

changing environments. Examples might include the economically disadvantaged, racial and ethnic minorities, the uninsured, the elderly, and those with chronic health conditions.

CONTRACT EXHIBIT G

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

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of Kimley-Horn and Associates Inc.  
(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.

Jill Capelli  
(signature of officer or representative)

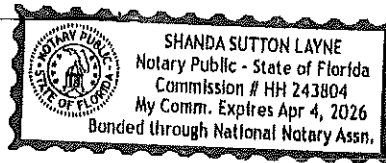
Jill Capelli, Sr. Vice President  
(printed name and title of officer or representative)

State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of  physical presence or  online notarization this,  
5<sup>th</sup> day of March, 2026, by Jill Capelli

Personally known  OR produced identification .

Type of identification produced \_\_\_\_\_  
[Signature]  
NOTARY PUBLIC  
My Commission Expires:  
State of Florida at large



(Notary Seal)

**City of Miami Beach  
Lobbyist Fee Expenditure and Compensation Statement  
City Code Section 2-485**

Expenditure report for the period of: 1/1/2024 through 12/31/2024

A statement shall be filed even if there have been no expenditures or compensation during the reporting period.

This statement is to be signed, notarized and returned to the City of Miami Beach, City Clerk's Office, 1700 Convention Center Drive, Miami Beach, FL 33139 by February 28th. A fine of \$50.00 per day, per issue, shall be assessed for statements filed after the due date. If you require any assistance, please contact this office at 305.673.7411 or at [cityclerk@miamibeachfl.gov](mailto:cityclerk@miamibeachfl.gov).

Lobbyist	Carlos Floran
Principal	Aton Office Holdings, II, LLC (Brian Murphy)
Issue	zoning land use, development issue; 1920 Aton Rd.

PLEASE COMPLETE THE SECTION BELOW

Detail Compensation Received: \$250<sup>hr</sup> an hour

**CATEGORIES OF EXPENDITURES**

- Food and Beverage: \_\_\_\_\_
- Entertainment: \_\_\_\_\_
- Research: \_\_\_\_\_
- Communication: n/a
- Media Advertising: \_\_\_\_\_
- Publications: \_\_\_\_\_
- Travel: \_\_\_\_\_
- Lodging: \_\_\_\_\_
- Special Events: \_\_\_\_\_

CHECK BOX IF YOU NO LONGER REPRESENT THE PRINCIPAL FOR THE ABOVE ISSUE  
DATE REPRESENTATION ENDED: 12/31/2024

**OATH**

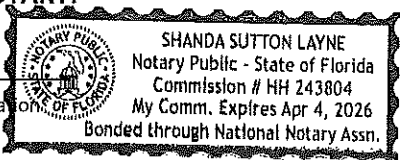
State of Florida,  
County of Miami-Dade

I, the undersigned lobbyist do hereby depose under oath and affirm that the information disclosed herein and any attachment hereto are true and correct.

*Carlos Floran*  
Lobbyist Signature

**SIGNATURE AND STAMP OF NOTARY:**

Produced ID  
 Personally known



*Shanda Sutton Layne*  
Signature of Public Notary – State of Florida  
Sworn to and subscribed before me  
This 20 day of Feb, 2024

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 personally appeared Jill Capelli, 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 [x] the Vice-President of Kimley-Horn and Associates, 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: 1920 WEKIVA WAY, Ste 200, WPB, FL 33411

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.

Jill Capelli (Signature) Jill Capelli, Affiant (Print Affiant Name)

The foregoing instrument was acknowledged before me by means of [x] physical presence or [ ] online notarization, this 3rd day of March, 2026, by Jill Capelli, [x] who is personally known to me or [ ] who has produced identification and who did take an oath.

Shanda Sutton Layne (Signature) Shanda Sutton Layne, Notary Public (Print Notary Name) State of FL, County of Broward, My Commission Expires: 4/4/26

