

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

Meeting Date: June 9, 2026

Consent
 Workshop

Regular
 Public Hearing

Department: Facilities Development and Operations

I. EXECUTIVE BRIEF

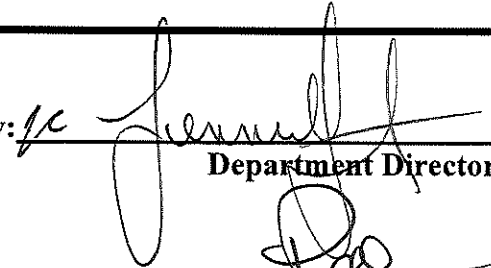
Motion and Title: Staff recommends motion to approve: a Contract with Chen Moore and Associates, Inc. (Consultant) in the amount of \$1,097,577.30 to provide professional architectural/engineering services for programming, design, permitting, and construction administration for the Ocean Inlet Park Coastal Resiliency project (Project).


Summary: Palm Beach County (County) intends to replace the existing seawall at Ocean Inlet Park located at 6990 N. Ocean Blvd in Boynton Beach. The existing seawall is at the end of its lifecycle, has difficulty controlling water, and has created challenges in maintaining proper drainage during and after heavy storm events. Planned improvements will include, but are not limited to, removing the existing seawall, replacing the seawall at a higher elevation, improving the upland park and restroom facilities, parking restriping, installing site-lighting, adding Electric Vehicle (EV) parking stalls, reinstalling fishing stations, replacing park pavilions, and ensuring ADA compliance. This Contract authorizes the professional architectural/engineering services necessary for programming, design, permitting, and construction administration for the Project. The Project was presented to the Goal Setting Committee (GSC) on November 6, 2024. The GSC established Affirmative Procurement Initiatives (APIs) of a minimum mandatory 20% Small Business Enterprise (SBE) subcontracting goal. The Consultant committed to 50.12% SBE participation for this contract. The Consultant is a local firm. Funding for this Project is from the Park Improvement Fund and the **County ARPA Response Replacement Funds, which do not require a local match.** (Capital Improvements Division) **District 4 (MWJ)**

Background and Justification: On July 1, 2025, the design professional was selected in accordance with the Board of County Commissioners (BCC) adopted procedures and pursuant to Section 287.055, Florida Statutes, the Consultants' Competitive Negotiation Act (CCNA). This contract authorizes the professional architectural/engineering services necessary for programming, design, permitting, and construction administration for the Project.

Attachments:

1. Location Map
2. Budget Availability Statement
3. Disclosure of Ownership Interests
4. Contract – Chen Moore and Associates, Inc.
5. CSA History

Recommended by:  May 9th 2026
Department Director Date

Approved by:  5/4/26
Chief Deputy County Administrator Date

LOCATION MAP

Project No: 2024-027761
Project Name: Ocean Inlet Park Coastal Resiliency Restoration
Location: 6990 N Ocean Blvd, Boynton Beach, FL 33435



ATTACHMENT #2

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 02/15/2026

REQUESTED BY: David Hawke

PHONE: 233-0707

PROJECT TITLE: Ocean Inlet Park Coastal Resiliency Project
(Same as CIP or IST, if applicable)

IST PLANNING NO.:

ORIGINAL CONTRACT AMOUNT:

BCC RESOLUTION#:

REQUESTED AMOUNT: \$ 1,160,000.00

DATE: 02/15/2026

eFDO #: 2024- 027761 P-2024-003867

CSA or CHANGE ORDER NUMBER:

LOCATION: 6990 N. Ocean Blvd., Boynton Beach, FL 33435

BUILDING NUMBER: NA

DESCRIPTION OF WORK/SERVICE LOCATION: Construct new Seawall & Upland Park at Ocean Inlet Park w/
Coastal Resiliency

PROJECT/W.O. NUMBER: 2024-027761

CONSULTANT/CONTRACTOR: Chen Moore and Associates

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE
CONSULTANT/CONTRACTOR:

CONSTRUCTION	\$
PROFESSIONAL SERVICES	\$ 1,097,577.30
STAFF COSTS*	\$ 62,422.70
EQUIP. / SUPPLIES	\$
CONTINGENCY	\$
TOTAL	\$ 1,160,000.00

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

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

FUND: 3600	DEPT: 581	UNIT: P935	OBJ: 6505 - \$812,000 (PARKS)
FUND: 1164	DEPT: 380	UNIT: 601D	OBJ: 3401 - \$348,000 (ERM)

IDENTIFY FUNDING SOURCE FOR EACH ACCOUNT: (check and provide detail for all that apply)

Ad Valorem (Amount \$ _____) Infrastructure Sales Tax (Amount \$ _____)

State (source/type: _____ Amount \$ _____) Federal (source/type: _____ Amount \$ _____)

Grant (source/type: _____ Amount \$ _____) Impact Fees: (Amount \$ _____)

Other (source/type: _____ Amount \$ _____)

Department: Parks and Recreation/Environmental Resources Management

BAS APPROVED BY: Jennifer E. Cault

DATE 3/24/26

ENCUMBRANCE NUMBER: _____

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 02/15/2026

REQUESTED BY: David Hawke

PHONE: 233-0707

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(Same as CIP or IST, if applicable)

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ORIGINAL CONTRACT AMOUNT:

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REQUESTED AMOUNT: \$ 1,160,000.00

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DEPT: 581

UNIT: P935

OBJ: 6505 - \$812,000 (PARKS)

FUND: 1164

DEPT: 380

UNIT: 601D

OBJ: 3401 - \$348,000 (ERM) → *Dunkin Fiscal Mgr ERM 3/25/26*

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Ad Valorem (Amount \$ _____) Infrastructure Sales Tax (Amount \$ _____)

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Grant (source/type: _____ Amount \$ _____) Impact Fees: (Amount \$ _____)

Other (source/type: _____ Amount \$ _____)

Department: Environmental Resources Management (ERM)

BAS APPROVED BY: Deborah Eum

DATE 3-25-2026

ENCUMBRANCE NUMBER: _____

ATTACHMENT #3

DISCLOSURE OF OWNERSHIP INTERESTS

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

**STATE OF FLORIDA
COUNTY OF PALM BEACH**

BEFORE ME, the undersigned authority, this day appeared JASON MCCLAIR, by means of physical presence OR _____ online notarization hereinafter referred to as "Affiant," who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant appears herein as:

an individual *or*

the VICE PRESIDENT of CHEN MOORE 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: 500 WEST CYPRESS CREEK ROAD #600 FORT LAUDERDALE FL 33309

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.

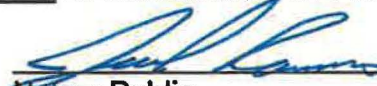
6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct and complete.

FURTHER AFFIANT SAYETH NAUGHT.



JASON MCCLAIR, Affiant
(Print Affiant Name)

The foregoing instrument was acknowledged before me by means of physical presence OR _____ online notarization this 28TH_ day of OCTOBER, 2025, by JASON McCLAIR, [] who is personally known to me or [] who has produced _____ as identification and who did take an oath.



Notary Public
JOEL RAMOS
(Print Notary Name)
State of Florida at Large
My Commission Expires: MAY 12, 2028



Owner	Home Address
Peter Moore	915 West Las Olas Blvd. Fort Lauderdale, FL 33312
Jose Acosta	6027 SW 14th Street. West Miami, FL 33144-5758
Jason McClair	524 Orton Ave #504. Fort Lauderdale, FL 33304
Sean Dannelly	4634 Rothschild Drive Coral Springs, FL 33067
Safiya Brea	4393 NW 42 Court. Coconut Creek, FL 33073
Suzanne Dombrowski	16672 130th Way North. Jupiter, FL 33478
Gregory Mendez	7250 SW 141st Terrace. Palmetto Bay, FL 33158
Daniel Davila	7506 SW 26th Court. Davie, FL 33314
Brent Whitfield	133 Duke Drive. Lake Worth, FL 33460
Jennifer Smith	5003 Pebblebrook Way. Coconut Creek, FL 33073
Eric Harrison	2865 SE Peru St. Port St Lucie, FL 34984
Patrick Kaimrajh	5732 SW 20th Street. Miami, FL 33155
Thomas Gardner	2170 Health Green PL North
Robert Best	1255 Wilkinson Street, Orlando, FL 32803
Ben Lehr	2238 Cypress Hollow Ct. Safety Harbor, FL 34695
Freeman Bass	331 19th Street Atlantic Beach FL 32233
Vincent Locigno	869 Periwinkle Street Boca Raton FL 33486
David Castro	8606 S Southgate Shores Cir Tamarac FL 33321
Jessica Diaz	7080 Nova Drive, #207B Davie FL 33317
John Franko	1629 Charon Rd Jacksonville, FL 32205
Osniel Leon	13871 Geranium Place Wellington, FL 34414
Lance Lilly	6156 Messana Ter lake worth FL 33463

ATTACHMENT #4

**CONTRACT FOR CONSULTING
SERVICES/DESIGN PROFESSIONAL
FOR**

**OCEAN INLET PARK COASTAL
RESILIENCY RESTORATION**

PROJECT #: 2024-027761

(Non-Federal - Project Specific)

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CONTRACT FOR CONSULTING SERVICES/DESIGN PROFESSIONAL

Project Name: Ocean Inlet Park Coastal Resiliency Restoration

Project No.: 2024-027761 (hereinafter the "Project")

This Contract (hereinafter "Contract") is made as of _____ by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the **COUNTY**, and **Chen Moore and Associates, Inc.**, a Florida Profit Corporation authorized to do business in the State of Florida, hereinafter referred to as **CONSULTANT**, whose Federal I.D. number is 59-2739866.

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

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

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

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

SECTION 1 - DEFINITIONS

Additional Services: services requested under this Contract that were not included in Basic Services. Additional Services may be authorized through the execution of a Consultant Services Authorization.

Approval/Acceptance/Authorization: when referring to **COUNTY**'s approval, acceptance or authorization, such shall not constitute acceptance or approval of the buildability or suitability of any documents nor the approval or acceptance of the condition, status or progress of the work, but only establishes that the **COUNTY** has verified such documents exist and that progress payments may be made. No liability shall flow to, be assumed by, or incurred by the **COUNTY** for its acceptance, approval or authorization of any documents or work hereunder.

Basic Services: all services described under Section 2 of this Contract and included in the Scope of Work attached hereto as **Exhibit B**.

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

Construction/Contract Documents: means the contract documents of the Contractor and shall include, but not be limited to the Advertisement for Bids, Instructions to Bidders, EBO Schedules, Bid Proposal, Bid Bond, Warranties, Notice of Intent to Award, Notice to Proceed, Certification

of Substantial Completion, General Conditions, Supplemental General Conditions, Special Conditions, Technical Specifications, Design Documents whether preliminary or final, Engineering Drawings, Contract Drawings, Plans, Shop Drawings, Addenda and Change Orders executed pursuant to the Construction Documents.

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

Consultant Contract or Contract: consists of this Contract, the OEBO forms when completed by the Consultant, the Request for Proposals, Consultant's proposal and presentation, any CSAs and Supplements to a CSA when executed and any notice to proceed under the Contract or a CSA or a Supplement; all of which are incorporated herein by reference.

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

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

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

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

1. This Contract and any amendments to this Contract;
2. The OEBO forms when completed by the Consultant;
3. CSAs and Supplements to a CSA;
4. Notices to Proceed;
5. Request for Proposals;
6. Consultant's proposal and presentation.

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

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

OEBO or Office of EBO: means the COUNTY's Office of Equal Business Opportunity.

Professional Services or Services of a Design Professional: has the meaning set forth in Florida Statutes Section 287.055, and means those services within the scope of the practice of architecture,

professional engineering, landscape architecture, or registered surveying and mapping as defined by the laws of the state of Florida.

SBE: A business located in Palm Beach County Florida which meets the criteria and eligibility requirements of the COUNTY's Equal Business Opportunity (EBO) Program pursuant to Palm Beach County Code Section 2-80.20 through 2-80.30, as may be amended, and which is certified by the COUNTY's Office of EBO.

Supplement: an amendment to a Consultant Services Authorization.

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

SECTION 2 - BASIC SERVICES OF CONSULTANT

2.1 GENERAL.

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

The project should use the most recent version of the Southeast Florida Regional Climate Change Compact's Unified Sea Level Rise Projection to plan for future sea level rise.

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

2.2 STUDY AND REPORT PHASE OR SCHEMATIC DESIGN PHASE.

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

- 2.2.1.1 Project Review. The CONSULTANT shall consult with COUNTY to clarify and define COUNTY'S requirements for the Project and review available data and shall arrive at a mutual understanding of such requirements with the COUNTY.

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

construction budget requirements, the CONSULTANT shall prepare for approval by the COUNTY, schematic design documents consisting of drawings and other documents illustrating the scale and relationship of Project components (“Schematic Design Documents”).

2.2.2.5 Number. The CONSULTANT shall furnish five (5) copies of the Schematic Design Documents (2 full size and 3 reduced size) and electronic files in pdf and review them in person with the COUNTY.

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

2.3 PRELIMINARY DESIGN PHASE OR DESIGN DEVELOPMENT PHASE.

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

2.3.1.1 Project Scope. In consultation with COUNTY and on the basis of the accepted Study and Report documents, the CONSULTANT shall assist in determining the general scope, extent and character of the Project.

2.3.1.2 Documents. The CONSULTANT shall prepare preliminary design documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of the Project (Preliminary Design Documents).

2.3.1.3 Resources. The CONSULTANT shall advise COUNTY, in writing, if additional data or services required for the completion of CONSULTANT’s services under this Contract are necessary and assist COUNTY in obtaining such data and services.

2.3.1.4 Construction Costs. Based on the information contained in the Preliminary Design Documents, the CONSULTANT shall submit a revised opinion of probable Construction Costs. See Section 7 for further requirements on Construction Costs.

2.3.1.5 Copies. The CONSULTANT shall furnish five (5) copies of the above Preliminary Design Documents (2 full size and 3 reduced size) and electronic files in pdf and review them in person with COUNTY.

2.3.1.6 Permit List. The CONSULTANT shall be responsible for assisting the COUNTY in securing approvals required to construct the Project described in this Contract.

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

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

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

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

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

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

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

2.4 CONSTRUCTION DOCUMENT PHASE.

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

- 2.4.1 Documents. Based on the approved Preliminary Design Documents or the approved Design Development Documents, as the case may be, and any further adjustments in the scope of the Project or in the construction budget authorized by the COUNTY, the CONSULTANT shall prepare, for approval by the COUNTY, Construction Documents consisting of drawings and specifications setting forth in detail the requirements for the construction of the Project. Drawings shall be prepared using AutoCAD. Specifications shall be organized and prepared in accordance with Construction Specifications (CSI) Institute's Manual of Practice.
- 2.4.2 Review. The CONSULTANT shall review the COUNTY furnished front-end documents, general conditions, and technical specifications and advise the COUNTY of any conflicts or inconsistencies with CONSULTANT's specifications.
- 2.4.3 Permit List. The CONSULTANT shall provide the COUNTY with a status report on all approvals and permits required to construct the Project which includes confirmation that all comments from the regulatory agencies have been incorporated into the bid documents prepared by the CONSULTANT.
- 2.4.4 Construction Cost Update. The CONSULTANT shall advise COUNTY of any adjustments to the latest opinion of probable Construction Costs caused by changes in general scope, extent or character or design requirements of the Project and furnish to COUNTY a revised opinion of probable Construction Costs based on the drawings and specifications, at the 95% CD submittal. The estimate shall be in CSI format. Refer to Section 7 for further information on Construction Costs.
- 2.4.5 Number. The CONSULTANT shall furnish five (5) copies (2 full size and 3 reduced size) and electronic files in pdf of the above Construction Documents and of the drawings and specifications and review them in person with the COUNTY at 50%, 95% and 100% completion status. The CONSULTANT shall respond in writing, to any comments given by the COUNTY in writing to the CONSULTANT. On the basis of the accepted 95% Construction Documents, the CONSULTANT shall prepare three (3) sets of signed and sealed Construction Documents, or electronically signed and sealed documents if acceptable to the authority having jurisdiction for permitting purposes. The CONSULTANT shall provide corrections and/or changes required by the permitting agency at no additional cost to the COUNTY (100% Construction Drawings).
- 2.4.6 Format. The CONSULTANT shall provide reproducibles and a digital copy of the approved construction plans (CAD and pdf files) and a master set of technical specifications (both hard copy and in pdf format) for the COUNTY's use to issue bidding documents. CONSULTANT shall deliver interim copies in electronic format if requested by the COUNTY.
- 2.4.7 Asbestos. CONSULTANT shall not specify any materials which contain asbestos.

CONSULTANT shall provide certification that no asbestos containing materials were specified or approved for installation to the extent that CONSULTANT should have reasonably known.

2.4.8 Delegation. CONSULTANT shall not delegate any design services to the construction Contractor unless specific approval is given by the COUNTY in advance, in writing. When design/build services are approved by COUNTY, CONSULTANT shall clearly state in the Construction Documents what performance and design criteria must be satisfied by the Contractor.

2.4.9 Competition. Construction Documents shall be prepared that enhance competitive bids. Unless authorized in writing by COUNTY, specifications for equipment shall be written in the descriptive style and be non-restrictive in product manufacturer selection. A minimum of three (3) manufacturers or vendors shall be included for each product specified and the Contractor shall be allowed to propose substitutions unless an exception is approved by the COUNTY.

2.4.10 Construction Schedule. Prior to the initiation of the bidding or negotiation phase with potential Contractors or applicable trades, CONSULTANT shall develop a Project Schedule setting forth the reasonably anticipated timing of completion of major Project milestones. The construction schedule shall set forth a description of the progress of the work that is adequate to inform potential Contractors and all trades of COUNTY's expectations for timely completion of the Project.

2.4.11 Preparation of Bid Packages. CONSULTANT shall organize the Construction Documents by customary divisions or to otherwise efficiently identify the work of respective trade to facilitate bids from each trade and class of suppliers required for the Project.

2.5 BIDDING OR NEGOTIATING PHASE.

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

2.5.1 Pre-Bid Meeting. The CONSULTANT shall attend the pre-bid meeting in order to answer questions with regard to design documents or specifications that the CONSULTANT has developed. If official written clarifications are necessary, the COUNTY will issue an addendum to the bidding documents, and the CONSULTANT will assist the COUNTY by recommending language for any addenda that clarifies the CONSULTANT's design.

2.5.2 Substitutions. The CONSULTANT shall consult with the COUNTY and advise on the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the bidding documents. However, it is the COUNTY's decision on whether or not a substitution will be allowed.

2.5.3 As-Bid Set. Within 20 days after bid opening, the CONSULTANT shall provide to COUNTY specification sections and drawings updated to reflect changes made by Addendum (“As-Bid Set”).

2.5.4 CM. The COUNTY may select a construction manager for this Project (the Construction Manager or CM), and the CONSULTANT shall coordinate its services (Basic and Additional) hereunder with the Construction Manager. Nothing in the CM contract will confer direct responsibility on the Construction Manager for the CONSULTANT’s services, nor shall anything contained therein diminish CONSULTANT’s responsibility for its services as set forth hereunder.

2.5.4.1 Guaranteed Maximum Price (GMP). At the completion of each phase of design, COUNTY will furnish CONSULTANT with either a cost estimate or a guaranteed maximum price proposal (GMP) prepared by the Construction Manager based upon the design prepared by the CONSULTANT. If the cost estimate is over the stated budget for the Project or if COUNTY does not accept the Construction Manager’s GMP proposal, the CONSULTANT shall participate with the COUNTY and Construction Manager in constructability reviews and shall revise the documents as necessary and as approved by the COUNTY in order to construct the Project within the budget. The CONSULTANT shall participate with the COUNTY in reviewing the final GMP proposal documents, together with its supporting assumptions, clarifications, and contingencies.

2.5.4.2 Revisions. After the GMP has been accepted by the COUNTY, the CONSULTANT shall incorporate into the Construction Documents any revisions which are necessary due to inaccurate assumptions and clarifications made in the development of the GMP.

2.6 CONSTRUCTION ADMINISTRATION PHASE.

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

2.6.1 General Administration of Construction Contract. CONSULTANT shall consult with and advise COUNTY during construction within the limits of the Construction Documents.

2.6.2 Visits to Site and Observation of Construction.

2.6.2.1 Meetings. CONSULTANT shall attend the pre-construction conference to answer questions on the CONSULTANT’s design and specifications, assist the COUNTY in conducting progress meetings, and record meeting minutes.

2.6.2.2 Site Visits. CONSULTANT and its subconsultants, as necessary, shall make periodic and regular, but no less than once every other week, visits to the site, at intervals appropriate to the various stages of construction as CONSULTANT

deems necessary in order to observe, as an experienced and qualified design professional, the progress, quality and timely performance of the various aspects of Contractor's work relative to the plans and specifications prepared by the CONSULTANT. Based on information obtained during such visits and on such observations, CONSULTANT shall verify and determine if such work is proceeding in accordance with the Construction/Contract Documents and Contractor's schedule and CONSULTANT shall keep COUNTY informed of the progress of the work. Written reports of CONSULTANT's visits shall be provided to COUNTY.

- 2.6.2.3 Purpose of Site Visits. The purpose of CONSULTANT's presence at the site will be to enable the CONSULTANT to better carry out the duties and responsibilities assigned to and undertaken by CONSULTANT during the Construction Administration Phase. In addition, as an experienced and qualified design professional, CONSULTANT will provide for COUNTY greater assurance that the completed work of the Contractor(s) will conform to the Construction/Contract Documents and that the design as reflected in the Construction/Contract Documents has been implemented and preserved by the Contractor(s).
- 2.6.3 Defective Work. On the basis of CONSULTANT's observations, CONSULTANT shall recommend to COUNTY to disapprove of or reject Contractor's work while it is in progress if CONSULTANT believes that such work will not produce a completed Project that conforms to the Construction/Contract Documents, or that it will prejudice the design concept of the Project as reflected in the Construction/Contract Documents. The CONSULTANT shall immediately notify the COUNTY and the Contractor of any defective work by the Contractor, and the COUNTY will determine what action is necessary.
- 2.6.4 Interpretations and Clarifications. CONSULTANT shall issue necessary interpretations and clarifications of the Construction/Contract Documents and in connection therewith prepare field bulletins and field instructions for review and approval by the COUNTY.
- 2.6.5 Shop Drawings. CONSULTANT shall review and approve (or take other appropriate action) shop drawings (as that term is defined in the COUNTY's Standard General Conditions), samples, schedules, and other data which Contractor(s) are required to submit for compliance with the Construction/Contract Documents in a timely manner which will not delay the Contractor(s) in completing its work and notify the COUNTY of such reviews.
- 2.6.6 Substitutes. CONSULTANT shall evaluate the acceptability of substitute materials and equipment proposed by Contractor(s) and review with and advise the COUNTY on such acceptability prior to the COUNTY making a determination.
- 2.6.7 Inspections and Tests. CONSULTANT shall have authority to require special

inspection or testing of the work after notifying the COUNTY. CONSULTANT shall receive and review all certificates of inspections, testing and approvals required by laws, rules, regulations, ordinances, codes, orders or the Construction/Contract Documents (to determine that their content complies with the requirements of, and the results certified indicate compliance with, the Construction/Contract Documents). COUNTY will pay for testing labs. If the CONSULTANT's testing indicates that the Contractor is not in compliance, the COUNTY will determine the actions that will be taken against the Contractor with regard to the testing results.

2.6.8 Disputes and Changes during Construction. CONSULTANT shall act as initial interpreter of the requirements of the Construction/Contract Documents and judge of the acceptability of the Contractor's work thereunder and notify the COUNTY and the Contractor of any variances, deviations and non-conforming work. The COUNTY will determine the course of action necessary after notification of non-conforming work. The CONSULTANT will assist the COUNTY in holding meetings and negotiations with the Contractor to resolve disputes or changes to the Construction/Contract Documents. CONSULTANT will review all change orders and Contractor's extra work proposals and advise COUNTY of the acceptability of the proposed change and the costs of such change. The COUNTY will review, approve and process change orders that the COUNTY determines are necessary.

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

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

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

compliance with the Construction/Contract Documents.

- 2.6.10 Contractor(s) Completion Documents. CONSULTANT shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor(s) in accordance with the Construction/Contract Documents. Such review by the CONSULTANT is to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests and approvals the results certified indicate compliance with the Construction/Contract Documents; and CONSULTANT shall transmit them to COUNTY with written comments.
- 2.6.11 Punch-list. When requested by the COUNTY, CONSULTANT shall review the Contractor's initial punchlist for Substantial Completion and shall prepare a comprehensive list of uncompleted or unacceptable items and deficiencies (punchlist) for review by the COUNTY.
- 2.6.12 Substantial Completion. CONSULTANT shall conduct with the COUNTY an inspection and conduct and/or observe any tests necessary to determine if the work is substantially complete and notify the COUNTY. A final inspection of the Project will be made with the COUNTY to determine if the completed work is acceptable so that the CONSULTANT may recommend, in writing, final payment to the Contractor(s) and may give written notice to the COUNTY and the Contractor(s) that the work is acceptable and in compliance with the Construction/Contract Documents.
- 2.6.13 Changes Documented. The CONSULTANT shall prepare and provide to COUNTY AutoCAD dwg files as well as pdf files in electronic format as built drawings that incorporate all changes made during the construction process, based on the marked-up prints, drawings and other data furnished by Contractor(s) to CONSULTANT and CONSULTANT's own observations and which CONSULTANT considers significant.

2.7 OPERATIONAL PHASE.

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

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

2.7.3 Training. In conjunction with Contractor, the CONSULTANT shall assist in training COUNTY's staff to operate and maintain the Project.

SECTION 3 – MODIFICATIONS OF WORK/ADDITIONAL SERVICES

3.1 NOTICE OF CHANGE.

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

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

3.2 AMENDMENT.

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

SECTION 4 - COUNTY'S RESPONSIBILITIES

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

4.1 COUNTY REPRESENTATIVE.

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

4.2 PROJECT REQUIREMENTS.

As requested, in writing by CONSULTANT, the COUNTY will provide all criteria and full information as to COUNTY's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any

budgetary limitations; and COUNTY will furnish copies of all design and construction standards which COUNTY will require to be included in the drawings and specifications.

4.3 ACCESS.

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

4.4 REVIEW.

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

4.5 MULTIPLE PRIMES.

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

4.6 COST DATA.

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

4.7 MEETINGS.

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

4.8 NOTICE.

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

SECTION 5 - PERIODS OF SERVICE

5.1 TERM.

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

5.2 TIME EXTENSIONS.

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

5.3 COUNTY DELAYS.

If CONSULTANT's services for design or during construction of the Project are delayed or suspended in whole or in part by COUNTY for more than nine (9) months for reasons beyond CONSULTANT's control, CONSULTANT may be entitled to an adjustment in compensation to the extent of any documented and verified costs actually, reasonably and necessarily incurred by CONSULTANT due to any such delay; but in no event shall COUNTY be liable for any lost profits, lost opportunity damage or consequential damages.

5.4 SEQUENCING.

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

5.5 MONITORING PROJECT SCHEDULE.

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

SECTION 6 – METHOD OF COMPENSATION AND PAYMENTS TO CONSULTANT

6.1 METHODS OF COMPENSATION

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

6.2 FEE.

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

6.3 FIXED PRICE/LUMP SUM PAYMENT METHOD.

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

6.4 TIME CHARGE/ "NOT TO EXCEED" METHOD.

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

6.5 SUBCONTRACTS.

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

6.6 LABOR RATES.

Labor rates of CONSULTANT and any subconsultants shall not exceed the actual hourly raw labor rates for services rendered by personnel directly engaged on COUNTY projects, multiplied by an overall overhead and profit factor. The labor rates and overhead and profit factors are to be provided upon request and are subject to audit.

6.7 EXPENSES.

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

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

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

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

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

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

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

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

6.7.2.4 Charges for specialized equipment shall be determined on an individual

basis subject to advance approval of the COUNTY;

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

6.7.3 All requests for payment of out-of-pocket expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the Palm Beach County Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in the Contract and as applicable in each Consultant Service Authorization.

6.8 SCHEDULE OF VALUES.

For either method of compensation, CONSULTANT and COUNTY shall agree on a Schedule of Values incorporating Scope of Work references, deliverables, and milestones. A pay application with percent complete of each activity shall be included with each billing. A schedule update of CONSULTANT's work shall be included with each billing.

6.9 PROGRESS PAYMENTS.

For either method of compensation, the CONSULTANT will bill the COUNTY at the amounts set forth for services rendered toward the completion of the Scope of Work. Payments will generally be made either after completion of scheduled milestones or after acceptance of specified deliverables. Where incremental billings for partially completed items are permitted, the total incremental billings shall not exceed the percentage of estimated completion of identifiable deliverables or accepted deliverables as of the billing date.

For either method of compensation, the CONSULTANT shall be required to invoice the County no later than sixty (60) days after completion of the scheduled milestone or after acceptance of specified deliverables. Time Charge/Not-To-Exceed progress payments shall be based on monthly milestones.

6.10 APPROVAL PROCESS.

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

extent there is an undisputed portion of the invoice that can be paid, the COUNTY shall proceed with prompt payment of that portion of the invoice. Invoices will be paid in accordance with the Local Government Prompt Payment Act.

6.11 FINAL PAYMENT.

In order for both parties to close their books and records, the CONSULTANT will clearly state Final on the CONSULTANT's final/last billing to the COUNTY. This shall constitute CONSULTANT's certification that all services have been properly performed and all charges and costs have been invoiced to COUNTY. Since this account will thereupon be closed, any and other further charges, if not properly included on this final invoice, are waived by the CONSULTANT.

6.12 RIGHT OF OFFSET.

Except for issues arising from contract indemnification provisions, the COUNTY will have the right to retain out of any payment due the CONSULTANT under this Contract an amount sufficient to satisfy any amount due and owing to the COUNTY by the CONSULTANT under this Contract. The COUNTY may withhold payment on any invoice in the event that the CONSULTANT is in default under any provision of this Contract as of the time of processing the invoice or as of the time payment is made available on the invoice. This right to withhold will continue until such time as the default has been cured, and, upon cure, the COUNTY will have the right to retain an amount equal to the damages suffered as a result of the default.

SECTION 7 - CONSTRUCTION COST AND OPINIONS OF COST

7.1 CONSTRUCTION COST.

7.1.1 Definition. The "Construction Cost" of the Project means the total cost to COUNTY of those portions of the entire Project designed and specified by CONSULTANT.

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

SECTION 8 - GENERAL CONSIDERATIONS

8.1 STANDARD OF CARE.

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

CONSULTANT further contracts with COUNTY to furnish its professional skill and judgment with due care in accordance with applicable Federal, State and local laws, codes and regulations as amended and supplemented which are in effect on the date of this Contract first written. It is specifically understood that the Florida Accessibility Code for Building Construction latest edition as enacted by the Florida Building Code shall be complied with and incorporated into the Project. Additionally, Title II requirements of the 2010 ADA Standards for Accessible Design (published by DOJ, September 15, 2010) shall be complied with and incorporated into the Project.

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

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

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

8.2 TERMINATION.

This Contract may be terminated by the CONSULTANT upon sixty (60) days prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also

be terminated, in whole or in part, by the COUNTY, with cause upon five (5) business days written notice to 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. In no event, whether termination is with or without cause, shall the COUNTY be liable for any lost profits, lost opportunity damage, or consequential damages. After receipt of a termination notice and except as otherwise directed by the COUNTY, the CONSULTANT shall:

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

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

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

8.3 TRUTH-IN-NEGOTIATIONS CERTIFICATE.

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

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

8.4 PERSONNEL

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

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

Any changes or substitutions in the CONSULTANT's key personnel or subconsultants as listed in CONSULTANT's proposal and/or presentation to the COUNTY's selection committee must be made known to the COUNTY's Representative and written approval must be granted by the COUNTY before said change or substitution can become effective.

The CONSULTANT represents and warrants that all services shall be performed by skilled and competent personnel to the professional standard of care set forth in Section 8.1 above.

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

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

8.5 CRIMINAL HISTORY RECORDS CHECK.

The CONSULTANT, CONSULTANT'S employees, subcontractors/subconsultants of CONSULTANT and employees of subcontractors/subconsultants shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolutions R2013-1470,

R2015-0572 and R2024-0549, as amended. The CONSULTANT is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the CONSULTANT acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Contract may include sites and/or buildings which have been designated as either “critical facilities” or “criminal justice information facilities” pursuant to the Ordinance and above referenced Resolutions, as amended. COUNTY staff representing the COUNTY department will contact the CONSULTANT and provide specific instructions for meeting the requirements of this Ordinance.

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

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

8.6 EQUAL BUSINESS OPPORTUNITY PROGRAM.

It is the policy of the Board of County Commissioners of Palm Beach County, Florida (the Board) that all segments of its business population including, but not limited to, small and locally owned businesses, have an equitable opportunity to participate in the County’s procurement process, prime contract and subcontract opportunities. In pursuance of that policy, the Board adopted an Equal Business Opportunity (EBO) Ordinance which is codified in Sections 2-80.20 through 2-80.30 (as may be amended) of the Palm Beach County Code. The EBO Ordinance sets forth the County’s requirements for the EBO program, and is incorporated herein and made part of this Contract. Non-compliance with the EBO Ordinance must be corrected within fifteen (15) days of notice of non-compliance. Failure to comply with the EBO Ordinance may result in any of the following penalties:

- Suspension of Contract;
- Withholding of funds;
- Termination of the Contract based upon a material breach of contract pertaining to the EBO Program compliance;

- Suspension or debarment of CONSULTANT from eligibility for providing goods or services to the COUNTY for a period not to exceed three (3) years; and
- Liquidated damages equal to the difference in dollar value of SBE participation as committed to in the Contract, and the dollar value of SBE participation as actually achieved.

The CONSULTANT must adhere to the Affirmative Procurement Initiatives (APIs) as set out in **Exhibit A** to this Contract, the RFP, and the CONSULTANT's proposal, which are incorporated herein by reference. Failure to comply with this section of the Contract is a material breach of this Contract.

CONSULTANT shall report all subcontractor payment information on EBO Schedules 3a and 4, or as otherwise required by the Office of EBO, and, when the EBO portal is available, input subcontractor payment information directly into the COUNTY's contract management system.

CONSULTANT shall pay subconsultants undisputed amounts within ten (10) days after County pays the CONSULTANT. In the event of a disputed invoice, the CONSULTANT shall send the subconsultant and COUNTY a written notice of the dispute within five (5) days after receipt of the subject invoice.

CONSULTANT must notify the Office of EBO of changes in SBE utilization and get prior approval for any substitutions.

The Office of EBO has the right to review CONSULTANT's records and interview Subcontractors in order to determine compliance with the County's EBO Program and contract requirements for up to four (4) years from contract completion or termination date.

8.7 NON-DISCRIMINATION.

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, the CONSULTANT warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

As a condition of entering into this Contract, the CONSULTANT represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution 2025-0748as amended. As part of such compliance, the CONSULTANT shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the CONSULTANT retaliate against any person for reporting instances of such discrimination. The CONSULTANT shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply

opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the COUNTY's relevant marketplace in Palm Beach County. The CONSULTANT understands and agrees that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification or debarment of the company from participating in COUNTY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. CONSULTANT shall include this language in its subcontracts.

8.8 INDEPENDENT CONTRACTOR RELATIONSHIP.

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

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

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

8.9 CONTINGENT FEES.

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

8.10 AUTHORITY TO PRACTICE.

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

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

8.11 TAXES.

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

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

8.12 AVAILABILITY OF FUNDS.

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

8.13 INSURANCE.

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

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

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

8.13.3 Reserved

8.13.4 Workers' Compensation Insurance & Employer's Liability. CONSULTANT shall maintain Workers' Compensation & Employer's Liability in accordance with

Chapter 440, Florida Statutes.

- 8.13.5 Professional Liability. CONSULTANT shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than \$1,000,000 each occurrence and \$2,000,000 per aggregate. When a self-insured retention (SIR) or deductible exceeds \$10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of CONSULTANT's most recent annual report or audited financial statement. For policies written on a "claims-made" basis, CONSULTANT warrants the Retroactive Date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the term of this Contract, CONSULTANT shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the contract term. **The requirement to purchase a SERP shall not relieve the CONSULTANT of the obligation to provide replacement coverage.** The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims-made" form. If coverage is provided on a "claims-made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.
- 8.13.6 Reserved
- 8.13.7 Waiver of Subrogation. Except where prohibited by law, CONSULTANT hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy, except Professional Liability. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONSULTANT shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy specifically prohibiting such an endorsement, or voids coverage should CONSULTANT enter into such an agreement on a pre-loss basis.
- 8.13.8 Certificate(s) of Insurance. On execution of this Contract, renewal of the Contract, within forty-eight (48) hours of a request by COUNTY, or upon expiration of any of the required coverages throughout the term of the Contract, CONSULTANT shall deliver to the COUNTY or to COUNTY's designated representative a signed a Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Contract have been obtained and are in force and effect.

Certificates for the COUNTY shall be addressed to:

Palm Beach County Board of County Commissioners,

c/o Capital Improvements Division,
2633 Vista Parkway,
West Palm Beach, FL 33411-5604

8.13.9 Reserved

8.13.10 Reserved

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

8.14 OWNERSHIP OF DOCUMENTS.

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

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

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

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

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

8.14A PHOTOGRAPHY OF FINAL PROJECT

If CONSULTANT photographs or videos the completed Project, CONSULTANT agrees to provide the COUNTY with a copy of such photos or video in a digital file uploaded to the

COUNTY's File Transfer Protocol (FTP) site or provided on a flash drive delivered to the County's Representative.

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

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

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

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

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

- Manuals for security or firesafety personnel, emergency equipment or security or firesafety training.

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

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

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

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

8.15.6 Notification of Improper Disclosure. COUNTY must be notified immediately if the Confidential Information is lost or stolen or of any improper disclosure or unauthorized use of the

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

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

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

IF THE CONTRACTOR/CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR/CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT: BUSINESS AND COMMUNITY AGREEMENTS MANAGER, FACILITIES DEVELOPMENT & OPERATIONS, 2633 VISTA PARKWAY, WEST PALM BEACH, FL 33411 OR BY EMAIL AT FDORECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-233-5252.

8.16 LAW AND VENUE; REMEDIES.

This Contract shall be governed by, construed and enforced in accordance with the laws of the State of Florida. The parties acknowledge that venue of all actions arising out of or related to the Contract shall be proper only in a state court of competent jurisdiction in Palm Beach County Florida.

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

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

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

8.17 INDEMNIFICATION.

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

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

This section shall survive termination or expiration of this Contract.

8.18 CONFLICT OF INTEREST.

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

The CONSULTANT shall promptly notify the COUNTY's Representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT's judgement or quality of services being provided hereunder. Such written notification shall identify the

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

8.19 EXCUSABLE DELAYS.

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

Upon the CONSULTANT's request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if in the opinion of the COUNTY the CONSULTANT's failure to perform was without it or its subcontractors fault or negligence, the Contract shall be revised accordingly; subject to the COUNTY's rights to change, terminate, or stop any or all of the work at any time.

8.20 ARREARS.

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

8.21 NOTICES.

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

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

with copy to:

Director
Facilities Development and Operations Department

Palm Beach County
2633 Vista Parkway
West Palm Beach, FL 33411-5603

AND

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

and if sent to the CONSULTANT shall be mailed to:

Brent Whitfield
Chen Moore and Associates, Inc.
500 Australian Avenue South, Suite 850
West Palm Beach, FL 33401

8.22 SEVERABILITY.

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

8.23 ENTIRETY OF CONTRACTUAL AGREEMENT.

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

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

- Exhibit A** - Affirmative Procurement Initiatives (APIs)
- Exhibit B** - Scope of Work and Fee
- Exhibit C** - EBO Schedules 1 and 2
- Exhibit D** - Insurance Certificates
- Exhibit E** - Conflict of Interest Disclosure Form
- Exhibit F** - Human Trafficking Affidavit

8.24 SUCCESSORS AND ASSIGNS.

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

8.25 PUBLIC ENTITY CRIMES.

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

8.26 OFFICE OF THE INSPECTOR GENERAL.

Palm Beach County has established the Office of the Inspector General, Palm Beach County Code, Section 2-421 – 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and audit, investigate, monitor, and inspect the activities of the CONSULTANT, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud.

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

8.27 SCRUTINIZED COMPANIES.

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

8.27.2 **When contract value is greater than \$1 million:** As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants

who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

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

8.28 COMPLIANCE WITH LAWS AND REGULATIONS.

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

8.29 NO THIRD PARTY BENEFICIARY.

Except as specifically and expressly provided for herein, no provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including any employees of the COUNTY and the CONSULTANT.

8.30 ACCESS AND AUDITS.

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work under this Contract for at least five (5) years after completion or termination of this Contract. Upon ten (10) business days' prior written notice to CONSULTANT, the COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT's place of business.

8.31 SECTION 179D RESPONSIBILITIES.

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

deduction when requested.

8.32 E-VERIFY - EMPLOYMENT ELIGIBILITY

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

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

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

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

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

8.33 INTERACTIONS WITH COUNTY STAFF

In all interactions with County staff, CONSULTANT and its employees will conduct themselves in a professional manner at all times and treat County staff with respect and dignity. Use of offensive and demeaning language will not be tolerated. Failure to comply with this requirement will be considered a default under this Contract and may result in termination of this Contract.

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

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

8.35 EFFECTIVE DATE.

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

8.36 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 F, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

8.37 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.

Project No.: 2024-027761

Project Name: Ocean Inlet Park Coastal Resiliency Restoration

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY; and an authorized official of the CONSULTANT has made and executed this Contract on behalf of the CONSULTANT.

ATTEST:

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

MICHAEL CARUSO, Clerk and Comptroller

BY: _____
Deputy Clerk

By: _____
Sara Baxter, Mayor

**APPROVED AS TO TERMS AND
AND CONDITIONS**

**APPROVED AS TO
LEGAL SUFFICIENCY**

By:  _____
Jennifer Ferriol, Director - FD&O

By: _____
Chief Assistant County Attorney

Project No.:
Project Name:

WITNESS:

Chen Moore and Associates, Inc. :
CONSULTANT



Signature



Signature

Justin Tagle

Name (type or print)

Jason McClair

Name (type or print)

Vice President

Title



Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Profit Corporation

CHEN MOORE AND ASSOCIATES, INC.

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Principal Address

500 WEST CYPRESS CREEK ROAD
SUITE 600
FORT LAUDERDALE, FL 33309

Changed: 08/23/2023

Mailing Address

500 WEST CYPRESS CREEK ROAD
SUITE 600
FORT LAUDERDALE, FL 33309

Changed: 08/23/2023

Registered Agent Name & Address

MOORE, PETER MDP
500 WEST CYPRESS CREEK ROAD
SUITE 600
FORT LAUDERDALE, FL 33309

Name Changed: 02/25/2010

Address Changed: 08/23/2023

Officer/Director Detail

Name & Address

Title DP

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Title DT

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SUITE 600
FORT LAUDERDALE, FL 33309

Title D

HARRISON, ERIC D
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SUITE 600
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Title SECRETARY

BREA, SAFIYA T
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Title CFO

DANNELLY, SEAN E
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Title VP

ACOSTA, JOSE L
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Title DO

LEHR, GREGORY BENJAMIN
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SUITE 600
FORT LAUDERDALE, FL 33309

Annual Reports

Report Year	Filed Date
2024	01/04/2024

2025 01/09/2025
2026 01/05/2026

Document Images

01/05/2026 -- ANNUAL REPORT	View image in PDF format
01/09/2025 -- ANNUAL REPORT	View image in PDF format
01/04/2024 -- ANNUAL REPORT	View image in PDF format
10/12/2023 -- AMENDED ANNUAL REPORT	View image in PDF format
09/18/2023 -- AMENDED ANNUAL REPORT	View image in PDF format
08/23/2023 -- AMENDED ANNUAL REPORT	View image in PDF format
01/08/2023 -- ANNUAL REPORT	View image in PDF format
01/25/2022 -- ANNUAL REPORT	View image in PDF format
01/07/2021 -- ANNUAL REPORT	View image in PDF format
03/10/2020 -- ANNUAL REPORT	View image in PDF format
01/15/2019 -- Amendment	View image in PDF format
01/14/2019 -- ANNUAL REPORT	View image in PDF format
08/09/2018 -- AMENDED ANNUAL REPORT	View image in PDF format
01/08/2018 -- ANNUAL REPORT	View image in PDF format
01/04/2017 -- ANNUAL REPORT	View image in PDF format
01/04/2016 -- ANNUAL REPORT	View image in PDF format
01/08/2015 -- ANNUAL REPORT	View image in PDF format
09/29/2014 -- AMENDED ANNUAL REPORT	View image in PDF format
01/23/2014 -- ANNUAL REPORT	View image in PDF format
07/02/2013 -- Name Change	View image in PDF format
01/16/2013 -- ANNUAL REPORT	View image in PDF format
01/05/2012 -- ANNUAL REPORT	View image in PDF format
02/23/2011 -- ANNUAL REPORT	View image in PDF format
01/14/2011 -- ANNUAL REPORT	View image in PDF format
02/25/2010 -- ANNUAL REPORT	View image in PDF format
01/14/2009 -- ANNUAL REPORT	View image in PDF format
04/25/2008 -- ANNUAL REPORT	View image in PDF format
04/09/2007 -- ANNUAL REPORT	View image in PDF format
01/04/2007 -- ANNUAL REPORT	View image in PDF format
03/12/2006 -- ANNUAL REPORT	View image in PDF format
03/25/2005 -- ANNUAL REPORT	View image in PDF format
04/26/2004 -- ANNUAL REPORT	View image in PDF format
02/21/2003 -- ANNUAL REPORT	View image in PDF format
05/14/2002 -- ANNUAL REPORT	View image in PDF format
01/20/2001 -- ANNUAL REPORT	View image in PDF format
01/18/2000 -- ANNUAL REPORT	View image in PDF format
01/20/1999 -- ANNUAL REPORT	View image in PDF format
01/21/1998 -- ANNUAL REPORT	View image in PDF format
02/10/1997 -- ANNUAL REPORT	View image in PDF format
03/06/1996 -- ANNUAL REPORT	View image in PDF format
04/04/1995 -- ANNUAL REPORT	View image in PDF format

CONTRACT EXHIBIT A

AFFIRMATIVE PROCUREMENT INITIATIVES (“APIs”) FOR CCNA PROFESSIONAL SERVICES CONTRACTS

The API(s) approved for this contract are selected below by . Capitalized terms are defined as set forth in the EBO Ordinance. Also, see the EBO Ordinance and Countywide PPM CW-O-043 for further information on APIs.

Waiver

The Office of EBO has granted a waiver of the EBO Program API(s) for this contract.

Evaluation Preference for New SBE Prime Respondents for RFPs

_____ Points (Up to 15 percent of total evaluation points) have been allocated for **NEW SBE Prime respondents for this Contract.**

Up to 15 percent (15%) of the total number of evaluation points allocated for selection of a Professional Services firm by the County shall be reserved for SBE prime respondents that have only received their first contract award with the County within the past year, or have not yet received a cumulative total of \$1,000,000 or more in payments from the County for Professional Services rendered (whichever period of time is longer).

SBE Evaluation Preference for SBE Prime Respondents (Contracts less than \$500,000)

_____ Points (up to 15% of the total evaluation points) are available to SBE prime respondents

An SBE Evaluation Preference of up to 15 percent (15%) of the total number of available evaluation points for scoring of proposals shall be reserved for SBE prime bidders on County Professional Services Contracts valued at less than \$500,000.

SBE Evaluation Preference for SBE Participation (Contracts \$500,000 or greater)

15 Points (0 to 15% of the total evaluation points) shall be awarded based on the level of SBE dollar participation committed to on the prime respondent/bidder’s team.

Evaluation Preference points shall be awarded on a sliding scale from zero up to 15 percent (15%) of the total available evaluation points for scoring of proposals to those firms responding to Professional Services Solicitations valued at \$500,000 or greater. The sliding scale shall be based upon the relative level of SBE dollar participation that has been committed to on the prime respondent/bidder’s team (e.g., zero SBE participation on a prime respondent/bidder’s team shall yield zero evaluation points, whereas the maximum SBE participation among all prime bidders, at the prime Contract and subcontract levels combined, shall yield award of fifteen Evaluation Preference points out of 100; and a prime respondent/bidder’s team that achieves only half as many dollars in SBE participation as the firm with the greatest SBE dollar participation at the prime Contract and subcontract levels combined shall be awarded 7.5 evaluation points out of 100.)

SBE Subcontracting Goals for Professional Services

A 20% SBE subcontracting participation goal is established for this Contract.

A minimum mandatory goal of 20% of the total estimated dollar value of the Contract shall be subcontracted to SBEs, however the Office of EBO shall reduce or waive this goal when there is inadequate availability of SBE prime and/or subcontractor firms.

Consultant committed to 54% SBE utilization in its proposal and attached Schedule 1 and 2s.

CONTRACT EXHIBIT B

SCOPE OF WORK & FEE



January 26, 2026
Revised February 27, 2026 & March 4, 2026

SENT VIA EMAIL
(DHawke@pbcgov.org)

David Hawke, RA, AIA, NCARB, LEED-FA, OSHA
Assistant Director
Palm Beach County – Capital Improvements Division
2633 Vista Parkway
West Palm Beach, FL 33411

Subject: **CONSULTING SERVICES FOR OCEAN INLET PARK COASTAL RESILIENCY PROJECT**
6990 NORTH OCEAN BOULEVARD, BOYNTON BEACH, FL, 33435
FDO PROJECT #2024-027761
CMA Proposal: P25.242.002

Dear Mr. Hawke:

Pursuant to our notice of selection letter dated July 9, 2025, Chen Moore and Associates (CMA) and our team of subconsultants is pleased to submit the attached proposal for professional services to provide design and construction oversight services for the Ocean Inlet Park Coastal Resiliency Project. The project has a construction cost budget at \$14,000,000.00 (USD).

CMA understands that the intent of this project is to provide the architectural, engineering, and related professional services necessary to replace the existing seawalls at a higher elevation, remove the existing seawall, improve the upland park and restroom facilities, re-align the existing parking as needed, provide site lighting, add EV Parking Stalls, re-install Fishing Stations, replace the Park Pavilions, and ensure ADA compliance, as construction budget allows. The seawall replacement work shall be the more urgent infrastructure need, and will be done as a priority with design and construction scope and performed within GMP #1. Design packages will be organized for separate building permit packages with construction work under the same CMAR Contractor. The seawall work is tied to expending PBC revenue replacement dollars in timely fashion. GMP #2 would comprise the up-lands improvement including all park elements, restrooms, pavilions, landscaping, surface parking, lighting, etc., which shall overlap sequencing for construction under same CMAR contractor. In order to provide this range of services, the CMA Team includes the following sub-consultants:

- Cummins Cederberg, Inc. – Coastal Engineering
- REG Architect, Inc. – Architecture
- Keshavarz & Associates, Inc. – Survey
- Tay B. Gaines & Associates, LLC – Constructability
- WIRX Engineering, LLC – Geotechnical Engineering and Cost Engineering

I. **SCOPE OF SERVICES**

The Scope of Services is comprised of the following tasks:

Task 1 – Schematic Design

- Task 2 – Design Development
- Task 3 – Contract Documents
- Task 4 – Permitting, Bidding, GMP Approval, and PBC Board Approval of GMP
- Task 5 – Construction Administration

Below is a description of the services included with each of these tasks:

Task 1 – Schematic Design

1.1. Project Coordination

Prepare and participate in monthly progress meetings with staff from Facilities Project Manager, Environmental Resources Management, and Parks and Recreation throughout the design process. Provide coordination support throughout the design process with County staff. It should be noted that ERM has applied and received preliminary FDEP and Army Corps of Engineers conditional approval.

1.2. Field Services

- 1.2.1. *Topographic Survey* – Prepare a topographic survey of the upland park and adjacent areas that were not captured in the original seawall replacement survey.
- 1.2.2. *Tree Survey* – Perform a survey of the existing trees and vegetation in the upland park and adjacent areas.
- 1.2.3. *Geotechnical Investigation* – Perform a geotechnical investigation of the upland park for determining the pavilion design and a deeper investigation along the seawall to evaluate the potential for using a cantilever design instead of a tie-back design for segments of the proposed wall.
- 1.2.4. *Existing Facilities Inspection* – Perform a site assessment of existing facilities including mechanical, electrical, and plumbing equipment.

1.3. Park Facilities Conceptual Planning

- 1.3.1. *Programming Meeting* – Coordination with County staff to discuss programming requirements and preferences for the Park facilities.
- 1.3.2. *Conceptual Plans* – Prepare up to three (3) conceptual site plans of the upland park including options at various budget levels and provide to County staff for comment.
- 1.3.3. *Review of Conceptual Plans* – Prepare presentation of revised concepts with County staff and finalize selection of preferred option.

1.4. Public Outreach

- 1.4.1. *Website Survey* – Prepare and share a website that surveys users of the park including beachgoers, anglers, and park users.
- 1.4.2. *Weekend Information Session* – Set-up and staff up to two (2) events with tables for in-person, one on one surveys with beachgoers, anglers, and park users.
- 1.4.3. *Stakeholder Meetings* – Coordinate and lead up to two (2) meetings with key stakeholders in the area, including but not limited to, City of Boynton Beach, Town of Manalapan, Town of Ocean Ridge, neighboring property owners, and Marine Industries Association.

1.5. Civil Engineering

1.5.1. *Site Plan Schematic Design* – Prepare base map for site plan and Basis of Design for site grading, site utilities, roadway, parking, and pedestrian access.

1.6. Architecture

1.6.1. *Park Facilities* – Prepare schematic level floor plans for park pavilion(s) and restroom facilities.

1.7. Landscape Architecture

1.7.1. *Site investigation to verify tree survey, assess health, viability and feasibility of existing vegetation for disposition plans.*

1.7.1.1. Canopy spread in feet.

1.7.1.2. Condition rating (per the Council of Tree and Landscape Appraisers Guide to Plant Appraisal, 10 Edition).

1.7.1.3. Health (Good/Bad)

1.7.1.4. Data collected from the tree inventory will be included in the Tree Disposition Plans.

1.7.1.5. Tree Disposition Plans will include tree protection measures and recommendations for corrective pruning in the event of tree damage during construction, calculations for tree replacement mitigation and/or relocation.

1.7.1.6. Preliminary landscape design and hardscape layout meeting the aesthetic goals/design intent of the Owner for the two or three (2-3) design concepts noted in section 1.3 (Park Facilities Conceptual Planning). Anticipated items to be included with the concept plans, but not limited are code requirements, proposed plant palette, hardscape design layout emphasizing pedestrian connections, materials and site amenities (seating, litter, landscaped islands, pavilions, water fountains, etc.).

1.8. Coastal Engineering

1.8.1. *Seawall Conceptual Design* – Prepare conceptual plans for seawall replacement in coordination with Palm Beach County Staff. The conceptual design will include considerations for how the seawall cap will interface with adjacent upland facilities including sidewalks, ADA access points, railings and other related features.

1.8.2. *Seawall Alignment and Configuration* – Coordinate with Palm Beach County Staff and Agencies Having Jurisdiction (AHJ) to finalize appropriate location of new seawall.

1.9. Site Electrical

1.9.1. *Electrical* - Prepare Basis of Design for exterior parking lot and pathway lighting design. Prepare Basis of Design for electrical service to lift station, gazebo receptacles, restroom. Work will also be done to determine the FPL easement and confirm the FPL transformer and feeder size for possible EV Chargers.

Task Time Frame: 60 Calendar Days

Task 2 – Design Development

2.1 Develop Approved Schematic Level Concept

- 2.1.1 Develop 30% level Civil Engineering documents;
 - 2.1.1.1 Preparation of preliminary site layout and grading plans reflecting the approved conceptual master plan, including proposed finished floor elevations, spot grades, and drainage flow patterns consistent with resiliency and sea level rise considerations.
 - 2.1.1.2 Preparation of preliminary roadway, parking, and pedestrian circulation plans illustrating parking layout, ADA-accessible routes, vehicular access points, and internal circulation within the park.
 - 2.1.1.3 Preparation of preliminary stormwater management concepts, including drainage basins, collection systems, and coordination with existing and proposed outfalls and County requirements.
 - 2.1.1.4 Preparation of preliminary utility plans identifying existing and proposed potable water, sanitary sewer, stormwater, and other site utilities, including coordination with architectural, landscape, coastal, and electrical disciplines.
- 2.1.2 Develop 30% level Landscape Architecture documents;
 - 2.1.2.1 Incorporation of Client/Owner comments for the two (2) concepts from the Schematic Design into the Design Development consolidated into one (1) conceptual master plan. This refined master plan shall be considered ‘approved’ by the Client and the basis of design.
 - 2.1.2.2 Preparation of tree disposition plans noting trees proposed for removal or relocation, tree protection measures, updated mitigation calculations for tree replacement and/or relocation. Condition rating (per the Council of Tree and Landscape Appraisers Guide to Plant Appraisal, 10 Edition).
 - 2.1.2.3 Preparation of landscape plans defining planting scheme, code requirements, plant palette and schedules, landscape calculations and appropriate details.
 - 2.1.2.4 Refine hardscape materials and connectivity, locations and desired amenities
 - 2.1.2.5 Preparation of irrigation plans to illustrate point of connection, mainline routing and anticipated sleeving locations.
- 2.1.3 Develop 30% level Coastal Engineering documents;
 - 2.1.3.1 Preparation of preliminary seawall alignment plans identifying proposed seawall limits, general configuration, and relationship to existing shoreline conditions and upland improvements.
 - 2.1.3.2 Development of preliminary seawall sections and conceptual structural elements illustrating anticipated wall type(s), embedment, cap configuration, tie-back systems, and interface with adjacent improvements.
 - 2.1.3.3 Coordination with previously obtained regulatory authorizations and design criteria to ensure consistency with permitting assumptions and coastal resiliency objectives.
 - 2.1.3.4 Preparation of a 30% level Opinion of Probable Construction Cost and outline technical specifications supporting the conceptual coastal engineering design.
- 2.1.4 Develop 30% level Architectural documents;
 - 2.1.4.1 Preparation of preliminary architectural floor plans, elevations, and building massing for park structures, including restroom facilities and pavilion(s), based on the approved conceptual master plan.

- 2.1.4.2 Identification of preliminary building materials, structural systems, and architectural character consistent with County standards and coastal environmental conditions.
- 2.1.4.3 Preliminary code analysis addressing applicable building codes, life safety, accessibility (ADA), and zoning requirements.
- 2.1.4.4 Coordination with civil, landscape, coastal, structural, and MEP disciplines to ensure architectural layouts are compatible with site grading, utilities, and coastal resiliency improvements.
- 2.1.5 Develop 30% level Site Electrical documents;
 - 2.1.5.1 Preparation of preliminary site electrical plans illustrating proposed lighting layouts for parking areas, pedestrian pathways, and site amenities in accordance with County standards and requirements.
 - 2.1.5.2 Identification of preliminary electrical service requirements, points of connection, transformer locations, and routing concepts for site electrical distribution.
 - 2.1.5.3 Coordination with civil, landscape, architectural, and utility plans to ensure compatibility of lighting, power distribution, EV charging infrastructure (if applicable), and other electrical components.
- 2.1.6 Develop Rough Order of Magnitude Estimate (ROME) construction cost estimate of 30% design to provide the CMAR for review and feedback;
- 2.1.7 Attend initiation meeting and coordinate CMAR participation in design and construction team;
- 2.1.8 Submit Peer Review Evaluation report to Palm Beach County Project Manager;
- 2.1.9 Attend required Design Development meetings with Palm Beach County; and
- 2.1.10 Submission of the following to Palm Beach County:
 - 2.1.10.1 One (1) full size hard copy set of Design Development plans;
 - 2.1.10.2 Three (3) half size hard copy sets of Design Development plans; and
 - 2.1.10.3 Electronic set of plans and Design Development level technical specifications.

Task Time Frame: 75 Calendar Days

Task 3 – Contract Documents

3.1 60% Level Contract Document Submission

- 3.1.1 Develop 60% level Civil Engineering documents;
 - 3.1.1.1 Preparation of 60% site plans refining horizontal layout, grading, drainage, and utility systems consistent with the approved master plan.
 - 3.1.1.2 Refinement of stormwater management concepts, utility layouts, and roadway/parking geometry suitable for cost estimating and coordination.
 - 3.1.1.3 Continued coordination with architectural, landscape, coastal, and electrical disciplines.
- 3.1.2 Develop 60% level Landscape Architecture documents;
 - 3.1.2.1 Preparation of landscape architecture plans to illustrate design intent and constructability of the approved master plan. The anticipated plans include;
 - 3.1.2.2 Tree disposition – Revised to incorporate refined master plan concept, tree inventory and mitigation calculations.

- 3.1.2.3 Landscape – Revised to incorporate refined master plan concept, organizing spaces, frame or screen views, defined plant palette, including sizes and quantities.
- 3.1.2.4 Hardscape – Revised to incorporate refined master plan concept illustrating circulation patterns and hierarchy, paving materials and types/locations/quantities of site amenities.
- 3.1.2.5 Irrigation plans – Revised to incorporate refined master plan concept illustrating adjustments to the point of connection, mainline routing and sleeving locations. Valve locations, head layout and her miscellaneous irrigation appurtenances will the provided.
- 3.1.2.6 The appropriate notes, details, and specifications will be included for items 3.1.2.1 through 3.1.2.5.
- 3.1.3 Develop 60% level Coastal Engineering documents;
 - 3.1.3.1 Refinement of seawall alignment, geometry, and typical sections.
 - 3.1.3.2 Development of additional structural details and material concepts suitable for cost estimating and constructability review.
 - 3.1.3.3 Preparation of a 60% level Opinion of Probable Construction Cost and supporting outline specifications.
- 3.1.4 Develop 60% level Architectural documents;
 - 3.1.4.1 Preparation of refined architectural plans, elevations, and sections illustrating building layouts, materials, and structural systems.
 - 3.1.4.2 Coordination with civil, landscape, coastal, and MEP disciplines.
- 3.1.5 Develop 60% level Site Electrical documents;
 - 3.1.5.1 Preparation of refined site lighting layouts, electrical service plans, and distribution concepts.
 - 3.1.5.2 Coordination with other disciplines to resolve conflicts and support cost estimating.
- 3.1.6 Prepare ROME for 60% plans to coordinate design development level budgetary construction cost with CMAR;
- 3.1.7 Submit Peer Review Evaluation report to Palm Beach County Project Manager;
- 3.1.8 Attend required Design Development meetings with Palm Beach County; and
- 3.1.9 Submission of the following to Palm Beach County:
 - 3.1.9.1 Two (2) full size hard copy sets of 60% progress plans;
 - 3.1.9.2 One (1) half size hard copy sets of 60% progress plans; and
 - 3.1.9.3 Electronic set of plans and 60% progress technical specifications; and
- 3.1.10 Attend required progress and coordination meetings with Palm Beach County
- 3.1.11 Resiliency Evaluation – Prepare an analysis of projected water levels and potential flooding concerns in consideration of sea level rise.

3.2 95% Level Contract Document Submission

- 3.2.1 Develop 95% level Civil Engineering documents;
 - 3.2.1.1 Preparation of permit-ready site plans, grading, drainage, and utility documents suitable for County review.
- 3.2.2 Develop 95% level Landscape Architecture documents;
 - 3.2.2.1 Preparation of Site Plan Level Documents (95% Contract Documents) suitable for permitting through the County, incorporating Client/Owner comments from the

- 60% Contract Drawing Submission. Landscape architectural plans are anticipated plans include;
- 3.2.2.2 Tree disposition – Preparation of permit level tree disposition plans and details noting trees proposed for removal or relocation, tree protection measures, updated mitigation calculations for tree replacement and/or relocation.
 - 3.2.2.3 Landscape – Preparation of permit level landscape plans and details defining planting scheme, code requirements, plant palette and schedules, landscape calculations and appropriate details.
 - 3.2.2.4 Hardscape – Preparation of permit level hardscape materials and connectivity, geometry layout plans and locations of desired amenities, preparation of construction details, applicable specifications & cut sheets.
 - 3.2.2.5 Irrigation plans – Preparation of permit level irrigation plans to include a point of connection, irrigation main line, valve layout, head layout, pipe sizing, irrigation appurtenances and appropriate notes, details and specifications.
 - 3.2.3 Develop 95% level Coastal Engineering documents;
 - 3.2.3.1 Preparation of detailed seawall plans, sections, and details suitable for final permitting.
 - 3.2.4 Develop 95% level Architectural documents;
 - 3.2.4.1 Preparation of permit-ready architectural drawings and coordination with engineering disciplines.
 - 3.2.5 Prepare ROME for 95% plans to coordinate contract document level construction cost with CMAR;
 - 3.2.6 Submit Peer Review Evaluation Report to Palm Beach County Project Manager;
 - 3.2.7 Attend required Design Development meetings with Palm Beach County; and
 - 3.2.8 Submission of the following to Palm Beach County:
 - 3.2.8.1 Two (2) full size hard copy sets of 95% progress plans;
 - 3.2.8.2 Two (2) half size hard copy sets of 95% progress plans; and
 - 3.2.8.3 Electronic set of plans and 95% progress technical specifications; and
 - 3.2.9 Attend required progress and coordination meetings with Palm Beach County
 - 3.2.10 Submit 95% Construction Drawings for building permit review.

3.3 100% Level Contract Document Submission

- 3.3.1 Incorporate final comments (including PBZ plan review comments) and submit the 100% level Contract Documents;
- 3.3.2 Develop 100% Level Landscape Architecture documents;
 - 3.3.2.1 Incorporation of final comments issued for the Tree Disposition, Landscape, Hardscape and Irrigation plans by the authorities having jurisdiction (AHJ). Issued permits/approvals of these plans, details, notes and specifications shall be considered 100% level contract documents suitable for construction.
- 3.3.3 Prepare ROME for 100% contract documents to coordinate final construction cost estimate with CMAR;
- 3.3.4 Provide electronic Contract Documents for Permit and Bidding (including signed and sealed drawing set for electronic submission per major discipline); and
- 3.3.5 Prepare Approved Product Lists;

Task Time Frame: 150 Calendar Days

Task 4 – Permitting, Bidding, GMP Approval, and PBC Board Approval of GMP

4.1 Permitting & Bidding

- 4.1.1 Attend Permitting and Bidding phase Kick-off meeting for each of the two GMP awards;
- 4.1.2 Respond to permit review comments, value engineering items, and Bidder RFIs;
- 4.1.3 Prepare Conformed Document set that incorporates Building Department comments, RFI responses, and minor construction cost reconciliation modifications.
- 4.1.4 Prepare Amendments | Addendums that document changes to the Contract Documents (if required);
- 4.1.5 Attend required meetings with Palm Beach County

Task Time Frame: 2 Bid Cycles

Task 5 – Construction Phase Services

5.1 Construction Administration

- 5.1.1 Construction Administration Services Pre-Construction - Consultant shall attend up to one (1) pre-construction conference meeting, review material shop drawings, and assist contractor prior to commencement of construction;
- 5.1.2 Respond to up to four (4) to six (6) Requests for Information (RFI) related to the Contract Documents;
- 5.1.3 Review sixteen (16) to twenty (20) submittals and approved products cut sheets;
- 5.1.4 Review CMAR submittals, substitutions (pass/fail), and pay applications;
- 5.1.5 Construction Observation:
Consultant (Civil Engineering - CMA) shall perform fourteen to sixteen (14-16) site visits with over an assumed fourteen to sixteen (14-16) month construction schedule. The timing will be facilitated on an as-needed basis depending on the sequence and schedule of work progress by the CMAR.
Consultant (Landscape Architecture) shall provide general observation of the work and confirmation that the design intent is met in the field. Field reports will be issued to Client for each field visit during the period of landscape construction. We estimate a total of four (4) site visits for the site construction period prior to substantial completion. These include a meetings with the landscape and irrigation contractor prior to the commencement of work; inspection of hardscape materials, layout, site amenities, trenches and installation of irrigation mainline; and delivery of landscape materials. After the budgeted site visits have been used, additional visits shall be provided upon written Client authorization and invoiced on an hourly basis. Consultant shall attend construction progress meetings as noted. It is assumed that meeting will be once every other month for fourteen to sixteen (14-16) months for a total of four to five (4-5) meetings. Additional meetings or hours beyond this assumption will be billed at CMA's hourly rates.

Consultant (Architecture- REG) shall attend monthly meetings on site to become general familiar with the progress and quality of the related scope of work and shall prepare monthly field reports to document the findings of site visits.

Consultant (Coastal – CCI) shall perform periodic site visits on a semi-weekly basis during demolition, a weekly basis during seawall installation and a semi-weekly basis during close-out. Full time inspection services are not included under the assumption the CMAR and Owner will facilitate daily coordination as needed.

- 5.1.6 Construction Coordination - Consultant shall attend construction progress meetings as requested. It is assumed that meetings will be monthly for fourteen to sixteen (14-16) months for a total of fourteen to sixteen (14-16) meetings. Bi-weekly meetings scoped as virtual meetings and anticipated at an hour each.
- 5.1.7 Construction Closeouts– Consultant shall prepare a statement of work completion, review “as-built” drawing submittals of the irrigation system and certify that the landscape meets local code and Florida Nursery Grade Standards. Consultant shall have one (1) site walk-through meetings to generate an initial punch list and provide inspections to verify that punch list items were completed.
- 5.1.8 Prepare a Record Set of As-Builts from CMAR red lines; and
- 5.1.9 Deliver two (2) copies and electronic files per discipline of the As-Built Documents and Close-Out Documents to Palm Beach County for record keeping.

Task Time Frame: 450 Calendar Days

II. II. COMPENSATION

The above outlined professional design services scope of work shall be compensated for a fee of **\$1,097,577.30** inclusive of reimbursable expenses.

See Exhibit S-1 for the Fee Breakdown

III. LIMITATIONS OF SERVICES

The services outlined below are not included as part of the scope of work, although additional service agreements can be executed to assist the County with these services if necessary:

1. Survey below the waterline of the inlet (Bathymetric surveys of the width and depth of the bottom of the inlet channel)
2. Geotechnical investigations within the inlet or waterway (outside of seawall, beyond those investigations that are needed to facilitate seawall design)
3. Environmental surveys for existing seagrass and/or coral resources (in consideration that there is no
4. Environmental testing of existing soils (No Phase 1 or Phase 2 environmental site assessment will be performed)
5. Additional permitting of seawall replacement with the US Army Corps of Engineers
6. Traffic analyses and/or parking studies beyond site plan options that maximize available parking inventory.

7. Environmental hazard identification survey or abatement monitoring (asbestos, lead based paint, moisture/mold, etc) for demolition of existing facilities
8. Electrical Engineering beyond exterior site lighting, turtle lighting, restrooms, lift station, pavilion, gazebo, convenience receptacles, EV charging stations (where applicable), and WIFI. Photometric analysis beyond the exterior parking lot and pathways.

Should you have any questions, I can be reached via email at bwhitfield@chenmoore.com.

Respectfully submitted,



Brent Whitfield, PE
Principal Engineer
Chen Moore and Associates

ATTACHMENTS:

1. Chen Moore and Associates – Hourly Rate Sheet and Reimbursement Rate Audit
2. Chen Moore and Associates – Civil Fee Breakdown
3. Chen Moore and Associates – Landscape Architecture Fee Breakdown
4. Chen Moore and Associates – Electrical Fee Breakdown
5. Chen Moore and Associates – Disclosure of Ownership Interests
6. Chen Moore and Associates – Non-Governmental Entity Human Trafficking Affidavit
7. Cummins and Cederberg – Fee Proposal
8. Cummins and Cederberg – Man Hours Tabulation and Multiplier Sheet
9. Conflict of Interest Disclosure Form – Cummins and Cederberg
10. Keshavarz and Associates – Fee Proposal
11. Keshavarz and Associates – Man Hours Tabulation and Multiplier Sheet
12. Conflict of Interest Disclosure Form – Keshavarz and Associates
13. REG Architects – Fee Proposal
14. REG Architects – Man Hours Tabulation and Multiplier Sheet
15. Conflict of Interest Disclosure Form – REG Architects
16. Tay B. Gaines and Associates – Fee Proposal
17. Tay B. Gaines and Associates – Man Hours Tabulation and Multiplier Sheet
18. Conflict of Interest Disclosure Form – Tay B. Gaines and Associates
19. WIRX Engineering – Geotechnical Fee Proposal
20. WIRX Engineering – OPCC Fee Proposal
21. WIRX Engineering – Man Hours Tabulation and Multiplier Sheet
22. Conflict of Interest Disclosure Form – WIRX Engineering

**CHEN MOORE AND ASSOCIATES
REIMBURSEMENT RATE AUDIT REPORT
FOR THE YEAR ENDED
DECEMBER 31, 2024**

**CHEN MOORE AND ASSOCIATES, INC
REIMBURSEMENT RATE AUDIT REPORT
FOR THE YEAR ENDED DECEMBER 31, 2024**

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**INDEPENDENT AUDITOR'S REPORT ON
STATEMENT OF DIRECT LABOR, FRINGE BENEFITS AND GENERAL OVERHEAD**

The Board of Directors
Chen Moore and Associates, Inc.

Opinion

We have audited the Statement of Direct Labor, Fringe Benefits and General Overhead (the "Schedule") of Chen Moore and Associates, Inc. (the "Company") for the year ended December 31, 2024 and the related notes to the schedule.

In our opinion, the Schedule referred to above presents fairly, in all material respects, the direct labor, fringe benefits and general overhead of Chen Moore and Associates, Inc. for the year ended December 31, 2024 on the basis of accounting described in Note 2.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities in accordance with the relevant ethical requirements related to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Basis of Accounting

We draw attention to Note 2 of the financial statements, which describes the basis of accounting. The schedule is prepared on the basis of accounting prescribed by subparts 9900 and part 31 of the Federal Acquisition Regulations (FAR), section 112.061 of the Florida Statutes. This is a basis of accounting other than accounting principles generally accepted in the United States of America, and it is used to comply with the requirements of the Florida Department of Transportation. As a result, the schedule may not be suitable for another purpose. Our opinion is not modified with respect to that matter.

Responsibilities of Management for the Schedule

Management is responsible for the preparation and fair presentation of the Schedule in accordance with accounting practices prescribed by Part 31 of the Federal Acquisition Regulations and certain other Federal and State regulations as discussed in Note 2; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the schedule, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date that the schedule is available to be issued.

Auditor's Responsibility for the Audit of the Schedule

Our objectives are to obtain reasonable assurance about whether the schedule as a whole is free of material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgement made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgement and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the schedule and footnotes.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the schedule.
- Conclude whether, in our judgement, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Restriction on Use

This report is intended for the information and use of the management of Chen Moore and Associates, Inc. and the State of Florida Department of Transportation and government agencies or other customers related to contracts employing the cost principles of the Federal Acquisition Regulation and are not intended to be and should not be used by anyone other than these specified parties.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated May 30, 2025, on our consideration of the Company's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters, including provisions of the applicable sections of Part 31 of the Federal Acquisition Regulation. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Company's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Company's internal control over financial reporting and compliance.

May 30, 2025

CHEN MOORE AND ASSOCIATES, INC.
STATEMENT OF DIRECT LABOR, FRINGE BENEFITS AND GENERAL OVERHEAD
FOR THE YEAR ENDED DECEMBER 31, 2024

<u>Description</u>	<u>Total Costs</u>	<u>Unallowable Costs</u>	<u>FAR Ref.</u>	<u>Allowable Costs</u>
Direct Labor	<u>\$ 8,104,121</u>	<u>\$ -</u>		<u>\$ 8,104,121</u>
Fringe Benefits				
Payroll taxes	\$ 1,043,309	\$ -		\$ 1,043,309
Health insurance	904,592	-		904,592
Worker's compensation	23,925	-		23,925
Retirement benefits	490,801	-		490,801
Other benefits	48,424	(20,759)	(10)	27,665
Total fringe benefits	<u>\$ 2,511,051</u>	<u>\$ (20,759)</u>		<u>\$ 2,490,292</u>
General Overhead				
Indirect labor	\$ 7,477,597	\$ (674,526)	(11)	\$ 6,803,071
Contract labor	565,900	(207,655)	(12)	358,245
Advertising	713,208	(460,950)	(1)	252,258
Auto expense	7,515	(268)	(9)	7,247
Copying expense	27,279	(1,351)	(1)	25,928
Depreciation	142,386	-		142,386
Dues and subscriptions	668,272	(35,348)	(3)	632,924
Freight and postage	20,549	(1,236)	(1)	19,313
Insurance	322,552	(8,771)	(4)	313,781
Interest	182,137	(182,137)	(4)	-
Maintenance and repairs	2,685	-		2,685
Meal and entertainment	42,723	(42,723)	(5)	-
Miscellaneous	327,451	(155,051)	(2)	172,400
Office	243,824	(7,442)	(6)	236,382
Professional fees	331,102	(10,523)	(13)	320,579
Rent expense	1,228,202	-		1,228,202
Contributions and donations	23,545	(23,545)	(2)	-
Taxes	485,324	(483,060)	(7)	2,264
Telephone	134,553	-		134,553
Travel - indirect	733,338	(138,856)	(8)	594,482
Utilities	18,595	-		18,595
Total general overhead	<u>\$ 13,698,737</u>	<u>\$ (2,433,442)</u>		<u>\$ 11,265,295</u>

See Notes to Statement of Direct Labor, Fringe Benefits and General Overhead

**CHEN MOORE AND ASSOCIATES, INC.
NOTES TO STATEMENT OF DIRECT LABOR, FRINGE BENEFITS AND GENERAL
OVERHEAD**

NOTE 1 - THE COMPANY

Chen Moore and Associates, Inc. (the "Company"), a Florida C Corporation, is a professional engineering consulting firm located in Miami-Dade, Broward, Palm Beach, Martin, Duval, Orange and Alachua Counties. The Company was incorporated in the State of Florida in November 1986. Revenues are derived from billings for services and reimbursement of expenses.

NOTE 2 - BASIS OF ACCOUNTING AND DESCRIPTION OF ACCOUNTING SYSTEMS

The Company's policy is to prepare its Statement of Direct Labor, Fringe Benefits and General Overhead (the "Schedule"), on the basis of accounting practices prescribed by Subparts 9900 and Part 31 of the Federal Acquisition Regulations (FAR), Section 112.061 of the Florida Statutes, and Florida Department of Management Services Rule 6OL-9. Accordingly, the above mentioned schedule is not intended to present the results of operation of the Company in conformity with accounting principles generally accepted in the United States of America. The Statement of Direct Labor, Fringe Benefits and General Overhead has been allocated based on Direct Labor cost.

The Company's policy is to report the Statement of Direct Labor, Fringe Benefits and General Overhead using the accrual basis of accounting.

The Company maintains a job-order cost accounting system for recording and accumulating of costs incurred under its contracts. Each project is assigned a job number so that costs may be segregated and accumulated in the Company's job-order cost accounting system. The Company normally bills their customers for subcontractor costs, travel expenses, printing, postage and delivery, permitting, and other miscellaneous costs associated with a project. These costs are recorded as direct expenses by the Company. The Company treats those costs that cannot be specifically identified with a particular project as indirect costs.

Labor is charged to direct and indirect labor accounts based on the actual amount incurred. Uncompensated overtime is accounted for using the salary variance method whereby the standard wage rate is multiplied by the uncompensated overtime hours during the pay period which then reduces the overhead cost pool. When circumstances require hourly employees work greater than forty hours per week, the employees are paid time and a half. In the current year the Company incurred \$40,924 in premium overtime costs which was included in direct cost pool. The Company utilizes contract labor for various services, including financial and accounting services, that are included in the indirect cost pool.

On an annual basis, the Company performs an analysis to evaluate the allowability of executive compensation using the National Compensation Matrix as the benchmark compensation amount. The Company paid compensation and bonuses in excess of the FAR 31.205-6(p) limits of \$580,812 in 2024, which was disallowed. Reasonable compensation limits were between \$294,739 and \$646,000.

The Company's method of estimating costs for pricing purposes during the proposal process is consistent with the accumulation and reporting of costs under its job-order cost accounting system.

Vacation time is accrued per pay period. Vacation balance may be paid upon employee departure from the Company.

The Company offers a 401(k) retirement plan to their employees, the retirement benefits amounted to \$490,801.

Assets purchased with a useful life greater than one year are capitalized and depreciated over the estimated useful life of the respective assets by the straight-line method. The amounts included on the Overhead Schedule are allowable under FAR 31.205-11(e).

For capital and operating leases, the Company follows Financial Accounting Standards Board guidance.

NOTE 3 - FACILITIES CAPITAL COST OF MONEY

The Company's audited facilities capital cost of money for the year ended December 31, 2024 is 0.40%. The cost-of money rate has been calculated in accordance with FAR 31.205-10, using the average net book values of equipment and facilities multiplied by the average treasury rate for the applicable period. Equipment and facilities include computer equipment and vehicles. The calculation was made as follows:

	<u>12/31/2024</u>
Net Book Value of Corporate Assets	\$ 671,793
Average Treasury Rate	4.88%
Computed Facilities Capital Cost of Money	<u>\$ 32,750</u>
Direct Labor	8,104,121
Cost-of-Money Rate	<u>0.40%</u>

NOTE 4 - UNALLOWABLE COSTS

Listed below are the unallowable indirect costs of the Company:

1. In accordance with FAR 31.205-1, advertising costs and marketing costs, in the amounts of \$460,950, \$1,351, and \$1,236 have been disallowed.
2. In accordance with FAR 31.205-22, FAR 31.205-8, FAR 31.205-1(e)(3), FAR 31.205-27, and FAR 31.201- 2(d), lobbying and political activity costs, contributions and other costs, the amount of \$155,051 and \$23,545 have been disallowed.
3. In accordance with FAR 31.205-1(f)(7) and FAR 31.205-14, membership in civic and community organization costs and entertainment costs in the amount of \$35,348, have been disallowed.
4. In accordance with FAR 31.205-20, interest expense and late fees, in the amounts of \$182,137 and \$8,771 have been disallowed.
5. In accordance with FAR 31.205-14, social activities, meals and entertainment costs, in the amount of \$42,723 have been disallowed.
6. In accordance with FAR 31.205-13(b) and FAR 31.205-14, employee gifts and recreation, social activities, and entertainment costs, in the amount of \$7,442, have been disallowed.
7. In accordance with FAR 31.205-41, federal and state income taxes in the amount of \$483,060 have been disallowed.
8. In accordance with FAR 31.205-46(a), FAR 31.205-13(b), FAR 31.201- 2(d), FAR 31.205-14, and FAR 31.205-1, excess travel costs, travel costs associated with public relations and marketing costs, social activities, and entertainment costs in the amount of \$138,856, have been disallowed.
9. In accordance with FAR 31.205-14 and FAR 31.205-15(a) expenses in the amount of \$268 have been disallowed.
10. In accordance with FAR 31.205-19(e)(2)(v) and FAR 31.205-20, insurance on the life of key employees in the amount of \$20,759 have been disallowed.
11. In accordance with FAR 31.205-6(p) and FAR 31.205-1, excess compensation and bonuses and indirect labor costs associated with public relations and marketing costs, in the amounts of \$369,924, and \$304,602 have been disallowed.
12. In accordance with FAR 31.205-6(p), excess compensation and bonuses in the amount of \$207,655, have been disallowed.

NOTE 4 - UNALLOWABLE COSTS (Continued)

13. In accordance with FAR 31.205-6(p) and FAR 31.205-27, excess compensation and bonuses organization/reorganization costs, in the amounts of \$3,233, and \$7,290 have been disallowed.

NOTE 5 - SUMMARY

The following summarizes the allowable overhead rates incurred by the Company for the year ended December 31, 2024.

<u>Description</u>	<u>Home Office</u>
Fringe Benefit Rate	30.73%
General Overhead Rate	139.01%
Combined Rate	<u>169.74%</u>

NOTE 6 - DIRECT EXPENSE RATE

The Company's direct expense rate was based on the direct costs accumulated in the job costs and recorded in the following accounts in the general ledger.

<u>Direct Expenses</u>	<u>Home Office</u>
Meals	\$ 7,368
Miscellaneous	19,355
Postage and delivery	1,015
Premium overtime	40,924
Printing	5,632
Travel	37,194
Total expenses	111,488
Unallowable expenses	(652)
Total allowable expenses	\$ 110,836
Direct labor	8,104,121
Direct expense rate	<u>1.37%</u>

The Company had subcontract fees of \$8,141,056 and reimbursable costs of \$52,927 that are not included in the direct expense rate. The Company does not job cost for vehicle expenses that cannot be directly charged to jobs, therefore depreciation, lease expenses, maintenance costs, and insurance associated with the use of vehicles is included in overhead.

For the direct travel expenses, no costs used to calculate the direct expense rate exceeded the \$150 per night limitation, per Chapter 2016-62, Laws of Florida. No permit costs are included in the direct expense rate calculation, and the travel related costs are in compliance with Florida Statute 112.061.

In accordance with FAR 31.205-46(a), excess travel related charges in the amount of \$126 have been disallowed.

In accordance with FAR 31.201- 2(d) and FAR 31.205-14, expenses in the amount of \$227 and \$299 have been disallowed.

NOTE 7 – MANAGEMENT’S EVALUATION OF SUBSEQUENT EVENTS

The Company has evaluated subsequent events through May 30, 2025, the date upon which the Statement of Direct Labor, Fringe Benefits, and General Overhead was available for issuance.



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INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF STATEMENT OF DIRECT LABOR, FRINGE BENEFITS AND GENERAL OVERHEAD PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

The Board of Directors
Chen Moore and Associates, Inc.

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the Statement of Direct Labor, Fringe Benefits and General Overhead (the "Schedule") of Chen Moore and Associates, Inc. (the "Company") for the year ended December 31, 2024, and the related notes to the Schedule and have issued our opinion thereon dated May 30, 2025, which included an emphasis of matter paragraph as the Schedule has been prepared on a basis of accounting practices prescribed by Part 31 of the Federal Acquisition Regulations and certain other federal and state regulations which is a comprehensive basis of accounting other than accounting principles generally accepted in the United States of America. Except as disclosed in the preceding sentence, we conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in the *Government Auditing Standards* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the Schedule is free of material misstatement.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the Schedule, we considered the Company's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the Schedule, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, we do not express an opinion on the effectiveness of the Company's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's Schedule in accordance with Part 31 of the Federal Acquisition Regulation will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Company's Schedule is free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and provision of the applicable section of Part 31 of the Federal Acquisition Regulations (FAR); noncompliance with which could have a direct and material effect on the determination of Schedule amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

This report is intended for the use and information of the management of Chen Moore and Associates, Inc. and the State of Florida Department of Transportation and government agencies or other customers related to contracts employing the cost principles of the Federal Acquisition Regulation and are not intended to be and should not be used by anyone other than these specified parties.

May 30, 2025



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

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MANAGEMENT LETTER

To the Board of Directors
Chen Moore and Associates, Inc.

Report on the Statement of Direct Labor, Fringe Benefits and General Overhead

We have audited the Statement of Direct Labor, Fringe Benefits and General Overhead (the "Schedule") of Chen Moore and Associates, Inc. (the "Company") for the year ended December 31, 2024, and have issued our report thereon dated May 30, 2025, which includes an emphasis of matter paragraph.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters based on an audit of the Schedule performed in accordance with Government Auditing Standards. Disclosures in that report, which is dated May 30, 2025, should be considered in conjunction with this management letter.

Purpose of this Letter

The purpose of this letter is to comment on those matters required by Chapter 10.550 of the Rules of the Auditor General for the State of Florida. Accordingly, in connection with our audit of the Schedule of the Company, as described in the first paragraph, we report the following:

- I. **Current year findings and recommendations.**
- II. **Status of prior year findings and recommendations.**

Our management letter is intended solely for the information and use of the management, the Board Directors of Chen Moore and Associates, Inc., the State of Florida Department of Transportation and government agencies or other customers related to contracts employing the cost principles of the Federal Acquisition Regulation and is not intended to be and should not be used by anyone other than these specified parties.

We wish to thank Chen Moore and Associates, Inc. and the personnel associated with it, for the opportunity to be of service to them in this endeavor as well as future engagements, and the courtesies extended to us.

May 30, 2025

REPORT TO MANAGEMENT

I. CURRENT YEAR FINDINGS AND RECOMMENDATIONS

None

II. PRIOR YEAR FINDINGS

None

Palm Beach County
Ocean Inlet Park Coastal Resiliency Project
Schedule A: Site Civil Fee Breakdown

Chen Moore and Associates Project #

P25.242.001

	Professional Staffing								Total
	Project Planner	Const. Specialist	Associate Engineer	Senior Const. Specialist	Senior Engineer	Senior Project Manager	Project Engineer	Principal	
Hourly Rate	\$110.00	\$120.00	\$135.00	\$150.00	\$215.00	\$260.00	\$190.00	\$330.00	
TASK 1 - SCHEMATIC DESIGN									
1.1 - Project Coordination			6		12			12	\$7,350.00
1.2 - Field Services			4		4			4	\$2,720.00
1.3 - Park Facilities Conceptual Planning			6		12			12	\$7,350.00
1.4 - Public Outreach	32		16		16			16	\$14,400.00
1.5 - Site Plan Schematic Design			32		24			12	\$13,440.00
Task 1 Total	\$3,520.00	\$0.00	\$8,640.00	\$0.00	\$14,620.00	\$0.00	\$0.00	\$18,480.00	\$45,260.00
TASK 2 - DESIGN DEVELOPMENT									
2.1.1 - Develop 30% Level Civil Engineering Documents			80		40			12	\$23,360.00
2.1.7 - Coordination with CMAR			12		8			4	\$4,660.00
2.1.8 - Submit Peer Review Evaluation			8		4			2	\$2,600.00
2.1.9 - Attend Design Development Meeting			8		4			4	\$3,260.00
2.1.10 - Prepare Hard Copy and Electronic Submittals			4		2			1	\$1,300.00
Task 2 Total	\$0.00	\$0.00	\$15,120.00	\$0.00	\$12,470.00	\$0.00	\$0.00	\$7,590.00	\$35,180.00
TASK 3 - CONTRACT DOCUMENTS									
3.1 - 60% LEVEL CONTRACT DOCUMENT SUBMISSION									
3.1.1 - Develop 60% Level Civil Engineering Documents			80		32			20	\$24,280.00
3.1.6 - Coordination with CMAR			16		8			8	\$6,520.00
3.1.7 - Submit Peer Review Evaluation			8		4			2	\$2,600.00
3.1.8 - Attend Design Development Meeting			8		4			4	\$3,260.00
3.1.9 - Prepare Hard Copy and Electronic Submittals			4		2			1	\$1,300.00
3.1.10 - Progress and Coordination Meetings			8		4			2	\$2,600.00
3.1.11 - Resiliency Evaluation			16		12			4	\$6,060.00
3.1 - 60% Submittal Total	\$0.00	\$0.00	\$18,900.00	\$0.00	\$14,190.00	\$0.00	\$0.00	\$13,530.00	\$46,620.00
3.2 - 95% LEVEL CONTRACT DOCUMENT SUBMISSION									
3.2.1 - Develop 95% Level Civil Engineering Documents			60		24			16	\$18,540.00
3.2.6 - Coordination with CMAR			16		8			8	\$6,520.00
3.2.7 - Submit Peer Review Evaluation			8		4			2	\$2,600.00
3.2.8 - Attend Design Development Meeting			8		4			4	\$3,260.00
3.2.9 - Prepare Hard Copy and Electronic Submittals			4		2			1	\$1,300.00
3.2.10 - Progress and Coordination Meetings			8		4			2	\$2,600.00
3.2 - 95% Submittal Total	\$0.00	\$0.00	\$14,040.00	\$0.00	\$9,890.00	\$0.00	\$0.00	\$10,890.00	\$34,820.00
3.3 - 100% LEVEL CONTRACT DOCUMENT SUBMISSION									
3.3.1 - Final plan revisions			40		16			8	\$11,480.00
3.3.4 - Prepare Electronic Submittals for Permit/Bidding			12		4			2	\$3,140.00
3.3.5 - Prepare Approved Products List			12		4			2	\$3,140.00
3.3 - 100% Submittal Total	\$0.00	\$0.00	\$8,640.00	\$0.00	\$5,160.00	\$0.00	\$0.00	\$3,960.00	\$17,760.00
Task 3 Total	\$0.00	\$0.00	\$41,580.00	\$0.00	\$29,240.00	\$0.00	\$0.00	\$28,380.00	\$99,200.00
TASK 4 - PERMITTING, BIDDING, GMP APPROVAL (2X), AND PBC BOARD APPROVAL OF GMP (2X)									
4.1.1 - Permitting and Bidding Kick-off Meetings			8		16			3	\$5,830.00
4.1.2 - Response to Permit Comments and Bid RFIs			16		32			6	\$13,380.00
4.1.3 - Prepare Conformed Documents (2X)			40		16			6	\$10,820.00
4.1.4 - Prepare Addenda (2X)			16		8			3	\$4,870.00
4.1.5 - Coordination Meetings (2X)			16		16			12	\$11,480.00
Task 4 Total	\$0.00	\$4,800.00	\$16,200.00	\$0.00	\$15,480.00	\$0.00	\$0.00	\$9,900.00	\$48,380.00
TASK 5 - CONSTRUCTION PHASE SERVICES									
5.1.1 - Pre-Construction Meeting			4		4			2	\$2,540.00
5.1.2 - Respond to RFIs			10		12			4	\$5,860.00
5.1.3 - Review Submittals and Approved Products			8		24			4	\$8,100.00
5.1.4 - Review CMAR Submittals and Substitutions			8		12			4	\$5,620.00
5.1.5 - Construction Observation			64		40			24	\$27,880.00
5.1.6 - Attend CMAR-led Progress Meetings			18		18			18	\$14,400.00
5.1.7 - Perform Punch List Inspections			8		8			2	\$3,660.00
5.1.8 - Prepare As-Built Drawings					12			2	\$4,000.00
5.1.9 - Deliver Final Record Drawings					4			1	\$1,300.00
Task 5 Total	\$0.00	\$14,400.00	\$18,090.00	\$0.00	\$20,640.00	\$0.00	\$0.00	\$20,130.00	\$73,260.00
TOTAL FEES	\$3,520.00	\$19,200.00	\$99,630.00	\$0.00	\$92,450.00	\$0.00	\$0.00	\$84,480.00	\$299,280.00

Palm Beach County
Ocean Inlet Park Coastal Resiliency Project
Schedule A: Landscape Architecture Fee Breakdown

Chen Moore and Associates Project #

P25.242.001

Hourly Rate	Professional Staffing								Total	
	Senior Designer	Const. Specialist	Landscape Designer	Senior Const. Specialist	Senior Enviro. Scientist	Enviro. Scientist	Project Director	Principal Landscape Architect		
	\$149.10	\$120.57	\$90.12	\$138.00	\$148.65	\$100.00	\$100.00	\$210.93		
TASK12 - SCHEMATIC DESIGN										
1.1 - Project Coordination		14							12	\$4,618.56
1.2 - Field Services										\$0.00
1.3 - Park Facilities Conceptual Planning		48	70						26	\$18,949.38
1.4 - Public Outreach		60			22				30	\$18,544.20
Task 12 Total	\$18,190.20	\$0.00	\$6,308.40	\$0.00	\$3,270.30	\$0.00	\$0.00	\$14,343.24		\$42,112.14
TASK 2 - DESIGN DEVELOPMENT										
2.1.2 - Develop 30% Level Landscape Architecture Documents		60	120						16	\$23,135.28
2.1.7 - Coordination with CMAR		4							12	\$3,127.56
2.1.8 - Submit Peer Review Evaluation		24							16	\$6,953.28
2.1.9 - Attend Design Development Meeting		8							8	\$2,880.24
2.1.10 - Prepare Hard Copy and Electronic Submittals			4						1	\$571.41
Task 2 Total	\$14,313.60	\$0.00	\$11,174.88	\$0.00	\$0.00	\$0.00	\$0.00	\$11,179.28		\$36,857.77
TASK 3 - CONTRACT DOCUMENTS										
3.1 - 60% LEVEL CONTRACT DOCUMENT SUBMISSION										
3.1.2 - Develop 60% Level Landscape Architecture Documents		60	150						20	\$26,682.60
3.1.6 - Coordination with CMAR		4							24	\$5,658.72
3.1.7 - Submit Peer Review Evaluation		24							16	\$6,953.28
3.1.8 - Attend Design Development Meeting		4							4	\$1,440.12
3.1.9 - Prepare Hard Copy and Electronic Submittals			4						1	\$571.41
3.1.10 - Progress and Coordination Meetings		6							2	\$1,316.46
3.1.11 - Resiliency Evaluation		8	8							\$1,913.76
3.1 - 60% Submittal Total	\$15,804.60	\$0.00	\$14,599.44	\$0.00	\$0.00	\$0.00	\$0.00	\$14,132.31		\$44,536
3.2 - 95% LEVEL CONTRACT DOCUMENT SUBMISSION										
3.2.2 - Develop 95% Level Landscape Architecture Documents		24	90						12	\$14,220.36
3.2.6 - Coordination with CMAR		4							8	\$2,283.84
3.2.7 - Submit Peer Review Evaluation		8							4	\$2,036.52
3.2.8 - Attend Design Development Meeting		4							4	\$1,440.12
3.2.9 - Prepare Hard Copy and Electronic Submittals			4						1	\$571.41
3.2.10 - Progress and Coordination Meetings		6							2	\$1,316.46
3.2 - 95% Submittal Total	\$6,858.60	\$0.00	\$8,471.28	\$0.00	\$0.00	\$0.00	\$0.00	\$6,538.83		\$21,868.71
3.3 - 100% LEVEL CONTRACT DOCUMENT SUBMISSION										
3.3.2 - Final plan revisions		40	60						22	\$16,011.66
3.3.4 - Prepare Electronic Submittals for Permit/Bidding		8							1	\$1,403.73
3.3.5 - Prepare Approved Products List		8	4						1	\$1,764.21
3.3 - 100% Submittal Total	\$8,349.60	\$0.00	\$5,767.68	\$0.00	\$0.00	\$0.00	\$0.00	\$5,062.32		\$19,179.60
Task 3 Total	\$31,012.80	\$0.00	\$28,838.40	\$0.00	\$0.00	\$0.00	\$0.00	\$25,733.46		\$85,584.66
TASK 4 - PERMITTING, BIDDING, GMP APPROVAL, AND PBC BOARD APPROVAL OF GMP										
4.1.1 - Permitting and Bidding Kick-off Meeting		4	8						4	\$2,161.08
4.1.2 - Response to Permit Comments and Bid RFIs		10	50						4	\$6,840.72
4.1.3 - Prepare Conformed Documents		8	24						8	\$5,043.12
4.1.4 - Prepare Addenda		2	16						2	\$2,161.98
4.1.5 - Coordination Meetings		8	8						8	\$3,601.20
Task 4 Total	\$4,771.20	\$0.00	\$9,552.72	\$0.00	\$0.00	\$0.00	\$0.00	\$5,484.18		\$19,808.10
TASK 5 - CONSTRUCTION PHASE SERVICES										
5.1.1 Pre-Construction Meeting		2							2	\$720.06
5.1.5 Construction Observation Meeting		18	18						10	\$8,415.26
5.1.6 Attend CMAR-led Progress Meeting		9							9	\$3,240.27
5.1.7 Perform Punch List Inspections		16							8	\$4,073.04
Task 5 Total	\$6,709.50	\$0.00	\$1,622.16	\$0.00	\$0.00	\$0.00	\$0.00	\$6,115.97		\$14,449.63
TOTAL FEES	\$74,997.30	\$0.00	\$57,496.56	\$0.00	\$3,270.30	\$0.00	\$0.00	\$62,857.14		\$198,621.30

Palm Beach County
Ocean Inlet Park Coastal Resiliency Project
Schedule A: Site Lighting Fee Breakdown

Chen Moore and Associates Project #

P25.242.001

Hourly Rate	Professional Staffing								Total
	Senior Designer	Const. Specialist	Associate Engineer	Senior Const. Specialist	Senior Engineer	Cad Tech	Project Engineer	Principal	
	\$160.00	\$120.00	\$95.00	\$150.00	\$215.00	\$120.00	\$190.00	\$330.00	
TASK 1 - SCHEMATIC DESIGN									
1.1 - Project Coordination					2			1	\$760.00
1.2 - Field Services							8		\$1,520.00
1.3 - Park Facilities Conceptual Planning					2	20	8		\$4,350.00
1.4 - Public Outreach									\$0.00
1.5 - Electrical Schematic Design					2	20	8	1	\$4,680.00
Task 1 Total	\$0.00	\$0.00	\$0.00	\$0.00	\$1,290.00	\$4,800.00	\$4,560.00	\$660.00	\$11,310.00
TASK 2 - DESIGN DEVELOPMENT									
2.1.3 - Incorporate Comments							8		\$1,520.00
2.1.6 - Develop 30% Electrical documents					2	20	8	1	\$4,680.00
2.1.9 - Prepare Hard Copy and Electronic Submittals							4		\$760.00
Task 2 Total	\$0.00	\$0.00	\$0.00	\$0.00	\$430.00	\$2,400.00	\$3,800.00	\$330.00	\$6,960.00
TASK 3 - CONTRACT DOCUMENTS									
3.1 - 60% LEVEL CONTRACT DOCUMENT SUBMISSION									
3.1.5 - Develop 60% Level Electrical Engineering Documents					2		20		\$4,230.00
3.1.9 - Prepare Hard Copy and Electronic Submittals							4		\$760.00
3.1.10 - Progress and Coordination Meetings							4		\$760.00
3.1 - 60% Submittal Total	\$0.00	\$0.00	\$0.00	\$0.00	\$430.00	\$0.00	\$5,320.00	\$0.00	\$5,750.00
3.2 - 90% LEVEL CONTRACT DOCUMENT SUBMISSION									
3.2.5 - Develop 90% Level Electrical Engineering Documents					2	20	10		\$4,730.00
3.2.9 - Prepare Hard Copy and Electronic Submittals							4		\$760.00
3.2.10 - Progress and Coordination Meetings							4		\$760.00
3.2 - 90% Submittal Total	\$0.00	\$0.00	\$0.00	\$0.00	\$430.00	\$2,400.00	\$3,420.00	\$0.00	\$6,250.00
3.3 - 100% LEVEL CONTRACT DOCUMENT SUBMISSION									
3.3.1 - Final plan revisions					2	20	10		\$4,730.00
3.3.4 - Prepare Electronic Submittals for Permit/Bidding							4		\$760.00
3.3.4 - Prepare Approved Products List							4		\$760.00
3.3 - 100% Submittal Total	\$0.00	\$0.00	\$0.00	\$0.00	\$430.00	\$2,400.00	\$3,420.00	\$0.00	\$6,250.00
Task 3 Total	\$0.00	\$0.00	\$0.00	\$0.00	\$1,290.00	\$4,800.00	\$12,160.00	\$0.00	\$18,250.00
TASK 4 - PERMITTING, BIDDING, GMP APPROVAL, AND PBC BOARD APPROVAL OF GMP									
4.1.1 - Permitting and Bidding Kick-off Meeting					1				\$215.00
4.1.2 - Response to Permit Comments and Bid RFIs					4				\$860.00
4.1.3 - Prepare Conformed Documents					2	20	10		\$4,730.00
4.1.4 - Prepare Addenda									\$0.00
4.1.5 - Coordination Meetings					4				\$860.00
Task 4 Total	\$0.00	\$0.00	\$0.00	\$0.00	\$2,365.00	\$2,400.00	\$1,900.00	\$0.00	\$6,665.00
TASK 5 - CONSTRUCTION PHASE SERVICES									
5.1.1 - Pre-Construction Meeting					1				\$215.00
5.1.2 - Respond to RFIs					4				\$860.00
5.1.3 - Review Submittals and Approved Products					8				\$1,720.00
5.1.8 - Prepare As-Built Drawings						10	8		\$2,720.00
5.1.9 - Deliver Final Record Drawings					4				\$860.00
Task 5 Total	\$0.00	\$0.00	\$0.00	\$0.00	\$3,655.00	\$1,200.00	\$1,520.00	\$0.00	\$6,375.00
TOTAL FEES	\$0.00	\$0.00	\$0.00	\$0.00	\$9,030.00	\$15,600.00	\$23,940.00	\$990.00	\$49,560.00



2025 / 2026 Rate Schedule

Labor Category	Raw Labor Rates	Multiplier	Hourly Rates
Principal Engineer	\$110.37	2.99	\$330.00
Senior Engineer	\$71.91	2.99	\$215.00
Project Engineer	\$63.55	2.99	\$190.00
Associate Engineer	\$45.15	2.99	\$135.00
Engineer	\$40.13	2.99	\$120.00
Principal Landscape Architect	\$76.92	2.99	\$230.00
Senior Landscape Architect	\$56.86	2.99	\$170.00
Project Landscape Architect	\$43.48	2.99	\$130.00
Associate Landscape Architect	\$38.46	2.99	\$115.00
Senior Landscape Designer	\$38.46	2.99	\$115.00
Landscape Designer	\$33.44	2.99	\$100.00
Principal Planner	\$80.27	2.99	\$240.00
Senior Planner	\$50.17	2.99	\$150.00
Project Planner	\$36.79	2.99	\$110.00
Associate Planner	\$31.77	2.99	\$95.00
Urban Designer	\$30.10	2.99	\$90.00
Senior Project Manager	\$86.96	2.99	\$260.00
Senior Environmental Scientist	\$53.51	2.99	\$160.00
Project Environmental Scientist	\$38.46	2.99	\$115.00
Senior Designer	\$53.51	2.99	\$160.00
Designer	\$40.13	2.99	\$120.00
Senior Technician	\$36.79	2.99	\$110.00
Technician	\$33.44	2.99	\$100.00
Senior Construction Specialist	\$50.17	2.99	\$150.00
Construction Specialist	\$40.13	2.99	\$120.00
Administrative Staff	\$40.13	2.99	\$120.00
Intern	\$23.41	2.99	\$70.00

Rates Effective until September 1, 2026.

Palm Beach County
Ocean Inlet Park Coastal Resiliency Project
Schedule A: Total Fee Breakdown

Chen Moore and Associates Project #	P25.242.001								
	CMA (Civil)	CMA (LA)	CMA (Electrical)	REG	TBG	WIRX	Keshavarz	Cummins	
TASK 1 - SCHEMATIC DESIGN									
Cost	\$45,260.00	\$42,112.14	\$11,310.00	\$18,000.00	\$0.00	\$46,470.00	\$50,388.00	\$0.00	\$213,540.14
Task 1 Total									\$213,540.14
TASK 2 - DESIGN DEVELOPMENT									
Cost	\$35,180.00	\$36,667.77	\$6,960.00	\$25,000.00	\$0.00	\$6,930.00	\$0.00	\$25,748.00	\$136,485.77
Task 2 Total									\$136,485.77
TASK 3 - CONTRACT DOCUMENTS									
Cost	\$99,200.00	\$85,584.66	\$18,250.00	\$40,000.00	\$8,950.00	\$11,160.00	\$0.00	\$97,884.00	\$361,028.66
Task 3 Total									\$361,028.66
TASK 4 - PERMITTING, BIDDING, GMP APPROVAL, AND PBC BOARD APPROVAL OF GMF									
Cost	\$46,380.00	\$19,808.10	\$6,665.00	\$2,000.00	\$0.00	\$0.00	\$0.00	\$7,734.00	\$82,587.10
Task 4 Total									\$82,587.10
TASK 5 - CONSTRUCTION PHASE SERVICES									
Cost	\$73,260.00	\$14,448.63	\$6,375.00	\$20,000.00	\$0.00	\$0.00	\$76,668.00	\$113,184.00	\$303,935.63
Task 5 Total									\$303,935.63
TOTAL FEES	\$299,280.00	\$198,621.30	\$49,560.00	\$105,000.00	\$8,950.00	\$64,560.00	\$127,056.00	\$244,550.00	\$1,097,577.30

March 4, 2026

72820

Chen Moore & Associates

Attn: Mr. Brent Whitfield

500 S Australian Ave, Suite 850

West Palm Beach, FL 33401

Sent via email: bwhitfield@chenmoore.com

RE: Proposal for Coastal and Marine Engineering Services

For the proposed Seawall Replacement at Ocean Inlet Park, located at 6990 N Ocean Blvd, Boynton Beach, Palm Beach County, Florida

Dear Mr. Whitfield:

Pursuant to our recent discussion, Cummins Cederberg, Inc. (Cummins Cederberg) is pleased to present this revised proposal for our coastal and marine engineering services for the proposed Seawall Replacement at Ocean Inlet Park, located at 6990 N Ocean Blvd, Boynton Beach, Palm Beach County, Florida (Project).

Project Introduction

It is our understanding Palm Beach County is looking to replace approximately 1,150 linear feet of deteriorated seawall (Figure 1) adjacent Ocean Inlet Park along Boynton Inlet. As part of upland improvements to the park to increase resiliency (e.g., raising the grade), a new seawall is proposed to complement the overall park upgrade. The work is being completed as part of RFQ #2024-027761 (Ocean Inlet Park Coastal Resiliency Restoration). The following tasks outline the scope of services to be provided by Cummins Cederberg for Chen Moore & Associates, Inc. (Client) to support the County project.

Scope of Services

The following section outlines the scope of services to be provided by Cummins Cederberg for Chen Moore & Associates, Inc. (Client).

Task 2 – Design Development

Task 2.1.4 30% Coastal Engineering Documents: Cummins Cederberg will design a replacement seawall along the approximately 1,150 linear feet of shoreline identified in Figure 1 to a 30% design level. This includes approximately 500 linear feet on the north parcel and 600 linear feet on the south parcel. The design will be consistent with the previously obtained regulatory authorizations obtained by ERM from the FDEP and Corps. Existing and newly collected geotechnical data collected by the County under a prior phase and separate task, respectively, will be evaluated for the design of the seawall, as along with lateral loads due to surcharges, and other identified loads. It is anticipated the new bulkhead will consist of sheet pile with upland anchors for lateral support along the inlet throat, and potentially a cantilevered sheet pile along the western portions of the park. The seawall design will likely include a dropped reinforced concrete cap and GFRP reinforcement to mitigate long-term corrosion and be installed landward of the existing seawall. The selected elements will be coordinated with the Client and County to maintain a consistent aesthetic for the park. Cummins Cederberg will participate in one (1) meeting with FDOT to discuss the proposed seawall replacement relative to the ROW.

Drawings will include a plan view and typical cross-sections. The 30% plans will depict established baseline control, existing conditions in plan and profile, surveyed utility locations and proposed improvements layout. A 30% level Opinion of Probable Construction Cost will be developed based on the design. An outline of technical specifications will be developed and incorporated into the drawings.

Deliverables: Schematic Design (30%) Drawings (PDF); 30% Opinion of Probable Construction Cost (PDF)

Fees for Task 2.1.4 are lump sum:..... **\$25,748.00**

Task 3 – Contract Documents

Task 3.1.3 – 60% Coastal Engineering Documents: Following input from the County, Cummins Cederberg will develop the Project design to be consistent with the previously issued environmental permit. The 60% design will include additional seawall design and layout, as applicable. Typical sections will be developed for the structural components illustrating the design layout and materials for the seawall replacement and connections/tie-ins with adjacent structures at the terminuses of adjacent seawalls. Technical specifications and details for materials, including specifications for cathodic protection, will be developed for various components as part of the design process for inclusion within the drawing set. A 60% level Opinion of Probable Construction Cost will be developed based on the design.

Deliverables: Design Development (60%) Drawings (PDF); 60% Opinion of Probable Construction Cost (PDF)

Fees for Task 3.1.3 are lump sum:..... **\$39,468.00**

Task 3.2.4 95% Coastal Engineering Documents: After addressing regulatory comments and County comments, Cummins Cederberg will prepare 95% construction drawings. The 95% design will include detailed seawall design. Engineering details will be finalized including terminations, connection hardware, aesthetic treatments, and similar details required to finalize the construction documents. Railings, ladders, ADA access, and similar safety components will be included in the design. Technical specifications and details for materials will be finalized for various components as part of the design process for inclusion within the drawing set. Environmental permits and utility coordination documentation will be incorporated into the construction documents, as applicable.

Deliverables: Construction (95%) Drawings (PDF); 95% Opinion of Probable Construction Cost (PDF)

Fees for Task 3.2.4 are lump sum:..... **\$40,292.00**

Task 3.3.3 100% Coastal Engineering Documents: Cummins Cederberg will incorporate final comments from the County’s review of the 95% construction documents into the final plans, which will be used for construction and bidding of the project. Construction quantities (i.e., bid schedule) and technical specifications will be finalized to support the bid package (Task 2.1). A final opinion of probable cost will also be prepared and shared with the County for bidding and construction purposes. The drawings, technical specifications, and calculations will be signed and sealed by a Florida registered Professional Engineer.

Deliverables: Final Construction Documents (100%) (PDF, CAD); Signed/sealed structural calculations (PDF); Final Opinion of Probable Construction Cost (PDF)

Fees for Task 3.3.3 are lump sum:..... **\$18,124.00**

Task 4 – Bid Phase Services

Task 4.1 Bidding Support: Cummins Cederberg will provide bidding assistance as part of the bid solicitation process for the proposed works. This will include supporting County’s procurement department by attending the pre-bid meeting and reviewing of contractor bids. A summary outlining potential variations in bids will be prepared to simplify comparison and a recommendation of the lowest, qualified bidder will be made. Responses to Contractor requests for information (RFI) during the bid solicitation period will be provided.

Deliverables: Bid Recommendation Letter (PDF), Pre-bid Meeting Minutes (PDF)

Fees for Task 4.1 are lump sum:..... **\$7,734.00**

Task 5 – Construction Phase Services

Task 5.1.5 Construction Administration: Cummins Cederberg will provide construction administration services for the Project as requested by the County. The scope may include pre-construction meetings, shop drawing review, site observations with reports, pile driving logs, responses to Requests for Information (RFIs), review of payment requests, and final inspection. Materials testing (if required) will be provided by the Contractor. Cummins Cederberg will also be available for periodic progress meetings with the Contractor, County, and Client (via phone/Zoom or on-site during periodic site visits).

As the final construction design and schedule/letting for each parcel is unknown at this time, the fee for these services has been estimated based on Cummins Cederberg's experience with similar waterfront projects, discussions with the County (including support by the County's inspectors), and an assumed 12-month construction period. Additional support, if required by the County, will be addressed under an addendum scope of work. Additional scope including a higher level of Cummins Cederberg's involvement can be provided once the proposed design is finalized as the scope, complexity, and level of effort may evolve as the design process progresses. **This scope assumes full time inspection of the pile installation is by a third party. The scope assumes the walls will not be replaced at the same time.** The following represents the minimum services required to certify the project as Engineer of Record.

- Submittal Review (up to 15 submittals)
- Periodic Site Visits – Approximately weekly during seawall installation phase and semi-weekly during demolition/closeout phase.(up to 40 total).
- Responses to Requests for Additional Information (up to 12 RFIs)
- Substantial Completion Inspection – 2x site visit (1 each parcel)
- Final Completion Inspection – 2x site visit (1 each parcel)

Deliverables: Field Observation Reports (PDF)

Fees for Task 5.1.5 are lump sum:..... **\$106,800.00**

Task 5.1.7 Construction Closeout: After completion of the Project and the Contractor has demobilized from the site, Cummins Cederberg will provide a written Project Completion Report to the Client, which will include a summary of the work performed along with a compilation of the pertinent correspondence and data. Cummins Cederberg will provide a written statement of completion and certification to satisfy permitting requirements noting any deviations from the permitted projects. This certification will state whether the project was constructed in substantial compliance with the plans and specifications. Our certification will be qualified and based on the extent of Cummins Cederberg's involvement in construction observation.

Deliverables: Project Completion Report (PDF); Project Certification Letter (PDF)

Fees for Task 5.1.7 are lump sum:..... **\$6,384.00**

Conditions/Assumptions

- Client shall notify Cummins Cederberg of any known conditions related to the Project that may affect the scope of services.
- Client shall provide safe access to the Project site as needed by Cummins Cederberg to complete the scope of services.
- Client shall provide any available background information, such as surveys, as-built drawings, historical photographs, permits or other documentation.
- Cummins Cederberg will utilize the proposed anchored wall design included in the Basis of Design Report prepared by APTIM, dated May 2022. Existing geotechnical information will be utilized for the design. A cantilevered wall design may be utilized, as feasible, along the interior portions of the site.
- Cummins Cederberg shall not be held responsible, if applicable, for contractor performance issues, construction installation tolerances, and/or construction material management. Additional consultant services due to these items may result in additional fees per our enclosed Rate Schedule.
- This scope of services does not include review of upland structures, local building department permits, or any encumbrances of the properties.
- Specialty design not included for work adjacent to existing bridge. These services can be provided under Task 3 or an addendum scope of work.
- Scope of work does not include utilities on the seawall, such as electric, potable water, fire hydrants, and fire water. These design services will be handled by the Civil Engineer.
- Scope of work does not include MOT design. This will be handled by the Contractor and reviewed by the Engineer as a submittal.
- It is assumed the new seawall will not extend into FDOT ROW.
- It is assumed there will be no legal encumbrance issues, and no historical or archaeological resource issues.
- Periodic progress meetings are not included in the scope of work. Cummins Cederberg will participate in the meetings specified herein.
- Scope of work assumes new seawall will be installed landward or no more than 18 inches waterward of existing seawall under the previously obtain FDEP exemption. No additional environmental permitting services are included.
- Scope of work assumes no marine resources impacts will result from project construction and no mitigation will be required,
- Client or marine contractor to secure Palm Beach County Building Department Permit.
- Legal, agency, or permit fees not included.

Fees

Fees for services are noted above. Cummins Cederberg shall invoice Chen Moore & Associates on a percent complete basis.

Task #	Description	Fee	Basis
2	Design Development	\$	
2.1.4	30% Coastal Engineering Documents	\$ 25,748.00	Lump Sum
3	Contract Documents		
3.1.3	60% Coastal Engineering Documents	\$ 39,468.00	Lump Sum
3.2.4	95% Coastal Engineering Documents	\$ 40,292.00	Lump Sum
3.3.3	100% Coastal Engineering Documents	\$ 18,124.00	Lump Sum
4	Bid Phase Services		
4.1	Bidding Support	\$ 7,734.00	Lump Sum
5	Construction Phase Services		
5.1.5	Construction Administration	\$ 106,800.00	Lump Sum
5.1.7	Construction Closeout	\$ 6,384.00	Lump Sum
	Total	\$ 244,550.00	Lump Sum

General

We appreciate the opportunity to prepare a proposal for our marine engineering and environmental consulting services and look forward to working together. This proposal is valid for 60 days and was prepared based on the information provided by the Client to date. If you wish us to provide the services detailed above, please sign this agreement, which includes the Cummins Cederberg’s General Terms & Conditions attached herein, and return a signed copy to us, which will serve as our Authorization to Proceed. Should you have any questions or require additional information, please do not hesitate to contact me at 561-658-1296 or jcheifet@CumminsCederberg.com.

Sincerely,
CUMMINS CEDERBERG, INC.



Jordon Cheifet, PE, CFM
 Director, Office Lead

Florida Professional Engineering No. 72876
 Florida Certificate of Authorization No. 29062

Ocean Inlet Park Coastal Resiliency Restoration
March 4, 2026

72820
Page 7 of 11

Read and Accepted by **Client**:

By: _____

Name: _____

Title: _____

Date: _____

Enclosures:

Project Limits

Fee Table

2025 Rate Schedule

General Terms & Conditions

Certificate of Insurance



Figure 1. Location Map. Seawalls to be replaced are shown in red. Base map from Google Earth.

CUMMINS | CEDERBERG
Coastal & Marine Engineering

Rate	Task/Description	Labor Rates	Principal	Senior Director	Project Director	Senior Project Manager	Project Manager	Chief Scientist	Senior Scientist	Project Scientist	Associate Scientist II	Associate Scientist I	Chief Engineer	Senior Engineer	Project Engineer	Associate Engineer II	Associate Engineer I	Senior Designer	Designer	Senior GIS Analyst	GIS Specialist	Technician	Office	Sub Contractors	Expense	Total Hours	Total Cost	
2	Design Development	\$ 260			231	\$ 189	\$ 171		\$ 141	\$ 110	\$ 90	\$ 84	\$ 209	\$ 167	\$ 172	\$ 122	\$ -	\$ 124	\$ 110	\$ 125	\$ 108	\$ 69	\$ 54					
2.1.4	30% Coastal Engineering Documents		4	12									16	32		72											172	\$25,748.00
3	Contract Documents																											
3.1.3	60% Coastal Engineering Documents		5	16									32	40		112											265	\$39,468.00
3.2.4	95% Coastal Engineering Documents		3	24									16	48		104											275	\$40,292.00
3.3.3	100% Coastal Engineering Documents		2	8									4	32		48											124	\$18,124.00
4	Bid Phase Services																											
4.1	Bidding Support			2									8	16		24											50	\$7,794.00
5	Construction Phase Services																											
5.1.5	Construction Administration		7	40						16			40	200		360											738	\$109,800.00
5.1.7	Construction Closeout		7	2						8			2	8		24											45	\$6,394.00
	Total hours		0	18	104	0	0	0	0	0	24	0	118	376	0	744	0	288	0	0	0	0	0	0	50.00	\$0.00	1870	\$244,350.00

TITLE	2025 Base Rate	Multiflier	2025 Billable Rate
Principal	\$ 86.96	2.99	\$ 260.00
Senior Director	\$ 86.96	2.99	\$ 260.00
Project Director	\$ 77.26	2.99	\$ 231.00
Senior Project Manager	\$ 63.21	2.99	\$ 189.00
Project Manager	\$ 57.19	2.99	\$ 171.00
Chief Scientist			
Senior Scientist	\$ 47.16	2.99	\$ 141.00
Project Scientist	\$ 40.13	2.99	\$ 120.00
Associate Scientist II	\$ 30.10	2.99	\$ 90.00
Associate Scientist I	\$ 28.09	2.99	\$ 84.00
Chief Engineer	\$ 69.90	2.99	\$ 209.00
Senior Engineer	\$ 55.85	2.99	\$ 167.00
Project Engineer	\$ 57.53	2.99	\$ 172.00
Associate Engineer II	\$ 40.80	2.99	\$ 122.00
Associate Engineer I			
Senior Designer	\$ 41.47	2.99	\$ 124.00
Designer	\$ 36.79	2.99	\$ 110.00
Senior GIS Analyst	\$ 41.81	2.99	\$ 125.00
GIS Specialist	\$ 36.12	2.99	\$ 108.00
Technician	\$ 23.08	2.99	\$ 69.00
Administrative Assistant	\$ 18.06	2.99	\$ 54.00

CUMMINS CEDERBERG, INC. RATE SCHEDULE^{1,2}

Title	Average Hourly Base Labor Rate	Hourly Rate
Principal	\$86.96	\$260.00
Senior Director	\$86.96	\$260.00
Project Director	\$77.26	\$231.00
Senior Project Manager	\$63.21	\$189.00
Project Manager	\$57.19	\$171.00
Senior Scientist	\$47.16	\$141.00
Project Scientist	\$40.13	\$120.00
Associate Scientist II	\$30.10	\$90.00
Associate Scientist I	\$28.09	\$84.00
Chief Engineer	\$69.90	\$209.00
Senior Engineer	\$55.85	\$167.00
Project Engineer	\$57.53	\$172.00
Associate Engineer II	\$40.80	\$122.00
Senior Designer	\$41.47	\$124.00
Designer	\$36.79	\$110.00
Senior GIS Analyst	\$41.81	\$125.00
GIS Specialist	\$36.12	\$108.00
Technician	\$23.08	\$69.00
Administrative Assistant	\$18.06	\$54.00


Reimbursable Expenses

Professional Supplies, Standard Expenses and Direct Reimbursable Expenses will be billed at cost plus 10 percent. Professional supplies and standard expenses include standard office supplies, plots and photocopies, mail and courier delivery services, domestic and international travel, and related travel expenses. Direct reimbursable expenses include field equipment rental, field supplies, research materials, permit fees, and other expenses not included in Professional Supplies and Standard Expenses.

¹ Rates are subject to change at one-year intervals from date of proposal execution.

² Rates adopted from recently negotiated Palm Beach County Coastal Engineering CSC using 2.99 multiplier

Certificate of Insurance

ACORD		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 9/30/2025			
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.							
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).							
PRODUCER Acoris Southeast Partners Insurance Services, LLC 1317 Citizens Blvd Leesburg FL 34748		CONTACT NAME: Patty Gianguzzi PHONE (Ext. No.): 800-845-8437 FAX (Ext. No.): E-MAIL ADDRESS: Pgianguzzi@acoris.com		INSURER(S) AFFORDING COVERAGE INSURER A: The Charter Oak Fire Insurance Company 25615 INSURER B: Benchmark Insurance Company 41394 INSURER C: Coalition Insurance Company 29530 INSURER D: St. Paul Protective Insurance Company 19224 INSURER E: Lloyd's INSURER F:			
INSURED Cummins Cederberg, Inc. 201 Alhambra Circle, Suite 801 Coral Gables FL 33134		License#: BR-179553 CUMMCEP-01					
COVERAGES CERTIFICATE NUMBER: 1039380807 REVISION NUMBER:							
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
LINE LTR	TYPE OF INSURANCE	ADDITIONAL INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			660-A0909919-COF-25	9/26/2025	9/26/2026	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/CP AGG \$2,000,000 \$
D	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAA0817213	9/26/2025	9/26/2026	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP Basic \$10,000 EACH OCCURRENCE \$ AGGREGATE \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/RETIRED/CLERGY (Members in NY) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	89-WC-0003052-01	9/26/2025	9/26/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER \$1,000,000 \$1,000,000 \$1,000,000
E	Prof/Liab/Poll Insd Cyber			FD9-MX155304-25 C4NLW126424CYBER2025	9/26/2025	9/26/2026	Each Claim \$1,000,000 Each Claim \$1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 991, Additional Remarks Schedule, may be attached if more space is required)							
CERTIFICATE HOLDER ~Evidence of Insurance c/o Cummins Cederberg, Inc. 201 Alhambra Circle, Suite 801 Coral Gables FL 33134 USA				CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 			
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KESHAVARZ
— & ASSOCIATES —
CIVIL ENGINEERING | SURVEYING | CONSULTING

Chen Moore and Associates (Client)
500 S Australian Avenue, Suite 850
Fort Lauderdale, FL 33309

September 24th, 2025
Revised January 23rd, 2026
Project No. 25-1535

Attention: Mr. Justin Tagle, PE, LEED AP

Reference: Consulting Services for Ocean Inlet Park Coastal Resiliency Project
6990 North Ocean Boulevard, Boynton Beach, FL, 33435
FDO Project 2024-027761

Dear Mr. Tagle,

Based upon your request and with utmost pleasure, we are presenting you with this proposal for the requested services associated with the subject project.

This proposal is intended to outline Keshavarz & Associates, Inc's. (Consultant's) contributions as a team member towards the Client's overall scope in connection with the above referenced project. Consultant's services throughout this project are performed under the auspices of the Client.

Consultant's point of contact is Client's designated Project Manager or its designee. Consultant's direct communication with the County can occur upon notification and approval by the Client except in the event of emergencies or force majeure. The County can directly communicate with Consultant if deemed necessary, however, Consultant will have the responsibility to inform the Client of such communication, its subject matter and content within a reasonable period of time.

BACKGROUND

Chen Moore and Associates assembled a team of consultants/sub-contractors and was selected by Palm Beach County Capital Improvements Division to provide professional services for design purposes towards the removal and replacement of the existing seawalls at a higher elevation, improve the upland park and restroom facilities, re-align the existing parking as needed, provide site lighting and ensure ADA compliance. Consultant was included on the team to provide Land Surveying, Civil Engineering and limited construction observation services as outlined within the following scope of services.

SCOPE OF SERVICES

Consultant shall perform the Scope of Services as described herein. The proposed services will include the following tasks:



Task 1: Design Support

1.2 Field Services

1.2.1. Topographic Survey - The Consultant shall prepare a topographic survey in accordance with the requirements for a survey classified as such in Chapter 5J-17, Florida Administrative Code to depict topographic features and existing conditions / improvements lying within the Municipal Park Areas lying adjacent to the north side and south side of the Boynton Beach Inlet to include the following:

- Establish Horizontal Control in the North American Datum of 1983, 1990 Adjustment (NAD 83, 1990 Adjustment) necessary for the acquisition of topographic survey data based on Ocean Inlet Park Boundary Survey, prepared by Palm Beach County Survey Division for Palm Beach County, a political subdivision of the State of Florida, having a Project No: 2022012-03 and a digital signature dated January 03, 2023.
- Establish Vertical Control on each of the above referenced Horizontal Control Points with an elevation in the North American Vertical Datum of 1988 (NAVD88) to be based on the Project Benchmark as shown on the above reference Palm Beach County Boundary Survey. The Project Benchmark being a found Florida Department of Transportation (FDOT) brass disk, stamped "Inlet 315" and having an elevation of 24.072 (NAVD88) as published and shown on said survey.
- Provide topographic spot elevations within the two parking lot areas at approximately fifty-foot (50') intervals to include intermittent apparent high and/or low points along the edges of existing pavement, curb, sidewalk, retaining walls and seawalls.
- Depict existing striping within the two parking areas to include parking space designation to include a parking count, stop bars, drive aisle or lane designations. This effort will be performed by a combination of field verification, alignment locations, parking space counts in conjunction with aerial photo imagery.
- Provide topographic spot elevations at approximate fifty-foot (50') intervals at the bottom of the seawall along the seaward side of the wall if obtainable and unobstructed by rock or rip-rap actuary barriers. Where rock or rip-rap barriers are encountered the limits and top elevation will be acquired.
- Provide topographic spot elevations within each of the two parking lot areas at twenty-five-foot (25') intervals along the inverted crown to include apparent high and/or low points.
- Provide topographic spot elevations along the ingress / egress driveways connecting North Ocean Boulevard to the two Public Parking and Recreation Areas located adjacent to the North and South Side of the Boynton Beach Inlet. Topographic data to be acquired from the west edge of pavement to the centerline of North Ocean Boulevard to include pavement markings within the ingress and egress access drive aisle.
- Acquire low member bridge elevation along the north and south side of the inlet at the pedestrian access crossing under the North Ocean Boulevard Bridge.



- Provide topographic spot elevations to detail the parking lot connector drive aisle along the south side of the park located on the south side of the Boynton Beach Inlet. This task includes topographic spot elevations at fifty-foot (50') intervals along the south property line to approximately twenty feet (20') south of the south property line.
- Provide topographic spot elevations to depict the sidewalk and dock edges located approximately twenty feet (20') south of the south property line for the park located south of the Boynton Beach Inlet.
- Location and depiction on the survey map all existing restroom and / or pavilion structures.
- Location and depiction of all above ground, visible and accessible utilities, utility poles, light poles, guy wire anchors, utility hand holes, utility risers, electrical switch cabinets / transformers, gas valves, gas meters etc.
- Location and depiction of visible and accessible on-site storm system structures to include catch basins, manholes and area drains to include pipe invert elevations, size and material. *Note: area drains may be fastened and inaccessible. Should an existing area drain that is fastened be required to obtain pipe invert, material and size information, assistance to open will be required.*
- Location and depiction of visible and accessible on-site sanitary system structures to include the existing Lift Station Wet Well / Grinder Station and sanitary clean-outs. Note: access to the lift station Wet Well / Grinder Station will need to be provided by the County as coordinated by the Client. Additionally, any clean-outs located and depicted will include an invert elevation for a “two-way” assembly clean-out and should a “Sweep” assembly clean-out be determined, the invert elevation will note the “Sweep” assembly, and the invert elevation will be labeled as approximate.
- Location and depiction of all visible and accessible water meters, water valves, back flow preventors, double detector check valves, fire hydrants, fire department connection service points etc.

1.2.2. Tree Survey – Existing trees, will be located and depicted on the topographic survey map per the following:

- Limits of existing hedging or landscape vegetation planting beds.

Note: the limits of the Seagrape stand lying between the west edge of pavement for North Ocean Boulevard and the east edge of existing parking lot areas will be depicted on the survey map as each Seagrape will not be located. However, Palm Trees or other Native Trees within the Seagrape stand will be located pursuant to the below.

- A tree Disposition Table (by others) that includes a unique tree number that corresponds with physical tags or flagging on trees will be provided to the Consultant by the appropriate sub-consultant performing Task 2.3.1.5. The Consultant will field-locate all trees on the tree disposition table based on the tree numbering provided by others and will modify the provided tree disposition table to include survey point data as required by the Client.



1.3. Park Facilities Conceptual Planning

1.3.1. Programming Meeting – Consultant shall attend the Programming Meeting.

1.3.2. Conceptual Plans – Consultant shall coordinate with and assist the Client with providing cursory review and recommendations associated with the three (3) conceptual site plans that are to be presented to Palm Beach County.

Task 5: Construction Phase Services

5.1 Construction Administration

The Consultant shall assist the Client throughout the Construction Phase associated with the Project. It is understood that the Client will act as the “Engineer of Record” (EOR) during construction and certification of the Project. The Consultant’s role during construction will be limited to engineering support services to the Client associated with limited pre-construction submittal reviews, assistance with review of pay applications and as-builts, attendance of meetings, and site observations lead by the Construction Manager at Risk (CMAR).

It is assumed that the construction will be in two (2) nonsimultaneous phases with a total duration of sixteen (16) months, or sixty-five (65) weeks.

5.1.1 Pre-construction meeting.

Consultant shall attend an in-person pre-construction meeting with the Client and team.

5.1.3 Review submittals and Approved Products.

Consultant shall familiarize itself with the Contract Documents and support the Client by assisting with submittal reviews associated with site grading, paving, drainage, potable water and sanitary sewer components only.

5.1.4 Review CMAR Submittals, Substitutions and Pay Applications.

Consultant shall assist Client in review of CMAR submitted pay applications associated with grading, paving, drainage, potable water and sanitary sewer components of the project. This scope includes up to ten (10) pay application review.

5.1.5 Attend on-site observations during construction.

Consultant shall attend construction site visits for periodic and milestone observations associated with site grading, paving, drainage, potable water and sanitary sewer components at the request of the EOR. This scope of services shall include up to a total of forty (40) site visits. Field reports and documentation of the items observed will be prepared by the Consultant and provided to the Client. The Client is assumed to be responsible for coordinating with the CMAR and scheduling the Consultant for necessary site visits, providing a minimum of two business days of advanced notice.



5.1.6 Attend CMAR-led progress meetings during construction.

Consultant shall attend monthly in-person construction coordination meetings throughout construction. This scope includes up to twelve (12) meetings at two hours in duration (on-site), along with any coordination and follow up as a result of the meeting.

5.1.7 Perform Punch List Inspections

Consultant shall attend up to two (2) semi-final walk throughs and one (1) final walk through and assist the Client with generating a punch list associated with grading, paving, drainage, potable water and sanitary sewer components of the project.

5.1.8 Prepare a Record Set of As-Builts from CMAR redlines.

Consultant shall assist Client in review of CMAR submitted as-built record drawings associated with grading, paving, drainage, potable water and sanitary sewer components of the project that the Consultant has observed on site. Consultant shall not prepare record drawings or as-builts. This scope includes up to twelve (12) as-built reviews.

ASSUMPTIONS

1. An Autodesk compatible CAD file of the boundary survey for Ocean Inlet Park, prepared by Palm Beach County Survey Division (Project No: 2022012-03), will be provided to the Consultant via the Client.
2. The Project Benchmark as shown on the boundary survey for Ocean Inlet Park, prepared by Palm Beach County Survey Division (Project No: 2022012-03) exists and can be utilized as the basis for the topographic survey.
3. Any required updates to the boundary survey for Ocean Inlet Park, prepared by Palm Beach County Survey Division (Project No: 2022012-03) will be performed by the County, not by the Consultant.
4. Access to the existing lift station wet well / grinder station will need to be provided by the County as coordinated by the Client.
5. Topographic survey shall be prepared on 24" by 36" plan sheets at a scale of 1" = 20'.
6. Sub-consultant performing Task 2.3.1.5 will perform their necessary site-visit and physically tag existing trees, then provide the Consultant with the Tree Disposition Table prior to the Consultant field-locating said trees. All measurements (diameter, heights, etc.), identifications, categorization, etc. required by the Client will be performed by the Sub-consultant under Task 2.3.1.5.
7. The Client is responsible for coordinating with the CMAR and scheduling the Consultant for necessary site visits, providing a minimum of two business days of advanced notice



EXCLUSIONS

1. The preparation of a boundary survey to include the review deeds, plats, right-of-way maps or a title review.
2. The preparation of sketch and legal descriptions associated with abandonment of existing utility easements or creation of new utility easement based on proposed future utility alignments and connections.
3. The preparation of a plat.
4. A bathymetric Survey of adjacent waterways
5. Acquisition and depiction of Subsurface Utility Engineering efforts
6. Construction Phase Observation or review Services related to landscaping, and Seawall modifications or replacements.
7. Reviews, comments, or observations related to the Contractor's Maintenance of Traffic plans or its implementation during the construction phase of the project.
8. Preparation of as-builts or record drawings.

COMPENSATION

Client agrees to pay Consultant a total lump sum compensation fee amount of One Hundred Twenty-Seven thousand and fifty-six dollars (\$127,056.00) for the above scope of services as outlined within the enclosed manhour summary, to be invoiced under the payment terms and conditions of the applicable subconsultant agreement.

PROJECT SCHEDULE

The Consultant commits to providing a completed Topographic Survey product within eight (8) weeks starting from Consultant's receipt of Notice-to-Proceed.

We certainly appreciate the opportunity to present you with this proposal. We will do our best to be an effective member of your team of professionals.

Respectfully,
KESHAVARZ & ASSOCIATES, INC.

Amir J. Keshavarz, P.E.
Managing Director

Palm Beach County
Ocean Inlet Park Coastal Resiliency Project
Schedule A: Fee Breakdown

Chen Moore and Associates Project #

P25.242.001

Hourly Rate	Professional Staffing								Total
	Project Director	Project Manager	Senior Surveyor	CADD Technician	Senior Constr. Rep	Survey Crew (3-person)	Contract Administrator	Clerical	
	\$300.00	\$258.00	\$204.00	\$114.00	\$150.00	\$201.00	\$129.00	\$84.00	
TASK 1 - DESIGN SUPPORT									
1.2.1 Topographic Survey	2		42	56		118	4	3	\$40,038.00
1.2.2 Tree Survey			5	8		18		2	\$5,718.00
1.3 Park Facilities Conceptual Planning	4	8			8			2	\$4,632.00
	6	8	47	64	8	136	4	7	280
Task 1 Total	\$1,800.00	\$2,064.00	\$9,588.00	\$7,296.00	\$1,200.00	\$27,336.00	\$516.00	\$588.00	\$50,388.00
TASK 5 - CONSTRUCTION PHASE SERVICES									
5.1.1 - Pre-Construction Meeting		4			4				\$1,632.00
5.1.2 - Respond to RFIs									\$0.00
5.1.3 - Review Submittals and Approved Products	2	12			24		2	2	\$7,722.00
5.1.4 - Review CMAR Submittals, Substitutions and Pay Applications		5			15			5	\$3,960.00
5.1.5 - Attend CMAR-led Inspections	8	36			180		10	22	\$41,826.00
5.1.6 - Attend CMAR-led Progress Meetings	4	18			36		2	4	\$11,838.00
5.1.7 - Perform Punch List Inspections	2	6			12		2		\$4,206.00
5.1.8 - Prepare As-Built Drawings		6			24			4	\$5,484.00
5.1.9 - Deliver Final Record Drawings									\$0.00
	16	87	0	0	295	0	16	37	451
Task 6 Total	\$4,800.00	\$22,446.00	\$0.00	\$0.00	\$44,250.00	\$0.00	\$2,064.00	\$3,108.00	\$77,119.00
TOTAL FEES	\$6,600.00	\$24,510.00	\$9,588.00	\$7,296.00	\$45,450.00	\$27,336.00	\$2,580.00	\$3,696.00	\$127,056.00

PBC Ocean Inlet Park			
Keshavarz & Associates, Inc.			
<u>PERSONNEL CLASSIFICATION</u>	DIRECT LABOR RATE	MULTIPLIER	<u>LOADED LABOR RATE</u>
PRINCIPAL	\$110.00	3.00	\$330.00
PROJECT DIRECTOR	\$100.00	3.00	\$300.00
PRINCIPAL SURVEYOR	\$70.00	3.00	\$210.00
SENIOR PROJECT MANAGER	\$92.00	3.00	\$276.00
PROJECT MANAGER	\$86.00	3.00	\$258.00
SENIOR PROJECT ENGINEER / SURVEYOR	\$68.00	3.00	\$204.00
PROJECT ENGINEER	\$60.00	3.00	\$180.00
PROJECT SURVEYOR	\$60.00	3.00	\$180.00
SENIOR DESIGNER	\$42.00	3.00	\$126.00
DESIGNER / CADD TECHNICIAN	\$38.00	3.00	\$114.00
SENIOR CONSTRUCTION REPRESENTATIVE	\$50.00	3.00	\$150.00
CONSTRUCTION REPRESENTATIVE	\$42.00	3.00	\$126.00
SURVEY CREW (3-PERSON)	\$67.00	3.00	\$201.00
SURVEY CREW (2-PERSON)	\$55.00	3.00	\$165.00
UTILITY / PERMIT COORDINATOR	\$36.00	3.00	\$108.00
PROJECT / CONTRACT ADMINISTRATOR	\$43.00	3.00	\$129.00
CLERICAL	\$28.00	3.00	\$84.00

MATTHEWS ACCOUNTING SERVICES, INC.

**13700 U.S. Highway One, Suite 101
Juno Beach, Florida 33408
Phone (561) 775-4575 Fax (561) 775-5771**

May 1, 2024

Maziar Keshavarz, P.E.
Keshavarz & Associates Inc.
711 N. Dixie Highway, Suite 201
West Palm Beach, Florida 33401

Dear Mr. Keshavarz:

This is to certify that, to the best of our knowledge and belief, historical cost information for 2023 is accurate, current and complete as of this date. This certification extends to any agreements between Keshavarz & Associates Inc. and any contracting entities.

Overhead Rate	Year 2023
Direct Labor	951,716
Overhead Expenses	1,399,781
Fringe Benefit Expenses	<u>284,226</u>
Total Engineering Overhead	<u>1,684,007</u>
Engineering Overhead Rate	<u>176.9%</u>
Rate Multiplier	
Direct Labor	1.00
Overhead & Fringes	<u>1.77</u>
Total Cost	<u>2.77</u>
Mark-Up @ 10%	<u>0.28</u>
Calculated Multiplier	<u>3.05</u>
Capped Multiplier	<u>3.00</u>

Sincerely,

Joseph Matthews

Joseph Matthews, President
Matthews Accounting Services, Inc.

FAR-audited rate, time-tracking and financial reporting systems are in place to support future verification. This provisional structure allows compliance with FAR Part 31 while recognizing TBG's current stage of operations.

Note: As a startup firm, certain roles (e.g., Principal, PM, and Reviewer) may be temporarily fulfilled by the same individual. To avoid double billing, TBG will track and invoice only for the actual hours worked per task, per role, and will not bill overlapping hours for simultaneous functions.

September 22, 2025 // Revised November 10, 2025 // Revised December 10, 2025

CLIENT:

Mr. Justin Tagle, PE, LEED AP, Project Civil Engineer
Chen Moore and Associates
500 S Australian Ave, Suite 850
West Palm Beach, FL 33401
561-295-1708
jtagle@chenmoore.com

PROJECT:

Ocean Inlet Park Upgrades
6990 N Ocean Blvd, Boynton Beach, FL 33435
FDO Project: 2024-027761
CMA Proposal: P25.242.002
REG Project No.: 25041

Dear Mr. Tagle:

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

PROJECT DESCRIPTION & SCOPE OF WORK:

The scope of work for this project includes the following items as outlined by the owner, Palm Beach County at Ocean Inlet Park in Boynton Beach, FL (**Exhibit C**):

- Based upon an approved site plan for the park, replacement of the existing restroom facility building of equal size to service same capacity. Facility is assumed to not have HVAC and will only be ventilated.
- A new large heavy timber shaded park pavilion and/or multiple small picnic pavilions.

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

- Structural Engineer
- Mechanical Engineer
- Electrical Engineer
- Plumbing Engineer

NOTE: REG ARCH'S & CHEN
MOORE ENGR'S TO
CONFIRM THAT NEW
PARK & REC RESTROOMS,
PAVILLIONS, & PICNIC
AMENITIES WILL BE DESIGNED
W/IN BASE A/E FEES.
DAVID H.

BASIC SERVICES:

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

A. Schematic Design/Planning & Zoning Assistance:

- Request written approval from Client to proceed with Schematic Design/Planning & Zoning Phase.
- Prepare Schematic Design Documents consisting of preliminary floor plans, elevations, and renderings, as required by local municipality, to be submitted for planning and zoning approval process.
- Obtain input from Architect's and Client's Consultants to coordinate information in the Schematic Design Documents.
- Attend meetings and municipal hearings as required.
- Review and address comments, pertaining to the Architect's and our Consultant's scope of work, provided by local municipality as part of the planning and zoning approval process.
- The Architect is not responsible for submittal, applications, or fees, for planning and zoning process.
- The Architect's drawings are limited and only part of a more comprehensive planning and zoning approval package that will be prepared and submitted by the Land Planning Consultant.

B. Design Development (DD):

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

C. Construction Documents (CD):

- Obtain written approval from Client of Design Development documents in order to proceed with Construction Document Phase.
- Prepare Construction Documents consisting of drawings that illustrate and describe further development of the approved design and set forth in detail the quality levels,

performance criteria of materials and systems, and other requirements for construction of the Project.

- Specifications will be in the form of notes and details incorporated into the drawing sets.
- Obtain input from Architect's and Client's Consultants to coordinate information in the Construction Document set.
- Attend meetings as required.
- Provide Client with one digital copy of Construction Documents package for review and approval.
- **Note: design changes requested in this phase shall be charged as supplemental services.**

D. Bidding and Permitting (BP):

- Attend one (1) pre-bid meeting at the Project site with prospective bidders (if applicable).
- Prepare responses to questions from prospective bidders in the form of addenda, clarifying and interpreting Bid Documents.
- Provide copies of signed and sealed Construction Documents (digital or print as required by municipality) to Client, Client Representative or selected General Contractor for submittal to the local building department for review.
- The Architect is not responsible for submittal, applications, or fees, for permit process.
- Prepare responses and revise Construction Documents as a result from comments issued by governmental authorities having jurisdiction over the Project.

E. Construction Administration (CA):

- Attend monthly meetings on site, with the Client and Contractor to become generally familiar with the progress and quality of the portion of the scope of work completed and determine, in general, if it is performed in accordance with Construction Documents.
- Prepare monthly field reports based on site visit observations.
- Review and prepare written responses to Requests for Information (RFI) from the Contractor and/or Client. Responses to be provided within three (3) business days of issuance of the RFI.
- Review Contractor's submittals, such as Shop Drawings, Product Data and Samples, for the limited purpose of checking their conformance with the design concept expressed in the Construction Documents and Specifications. Responses to be provided within ten (10) business days of the issuance of the submittal.
- Review project change orders submitted by the Contractor, if applicable, to provide a general opinion of reasonableness and fairness with scope of work begin presented in the change order.
- Review and sign monthly Contractor's Applications for Payment to evaluate the general progress of construction based on a percentage of completion for the project.



- Attend one (1) site visit to observe, perform, and issue the Project's Final Punch List outlining, in general, final work items remaining before the Project is considered substantially complete.
- Attend one (1) site visit to observe that items within issued Punch List have been satisfactorily completed and in accordance with Construction Documents, and provide Project's Certificate of Substantial Completion.
- The Architect shall attend meetings every two (2) months, for site visits and observations based on a total estimated Project construction duration of 14-16 months.

EXCLUSIONS:

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

1. Programming
2. Multiple Preliminary Designs
3. Measured Drawings (As-Builts)
4. Building Information Model (BIM) Management Responsibilities
5. Development of Building Information Models for Post Construction Use
6. Value Analysis
7. Detailed Cost Estimating
8. On-Site Project Representation
9. Conformed Documents for Construction
10. As-Designed Record Drawings
11. As-Constructed Record Drawings
12. Post Occupancy Evaluation
13. Facility Support Services
14. Tenant Related Services
15. Low Voltage or Telecommunications/Data Design
16. Security Evaluation, Planning, and Design
17. Commissioning
18. Sustainable Project Services (LEED or other "green" certification)
19. Fast Track Design Services
20. Multiple Bid Packages
21. Historic Preservation Services
22. Furniture, Furnishings, and Equipment Design and/or Procurement
23. Interior Design
24. Site Evaluation and Planning (Land Planner)
25. Fire Protection Engineering
26. Civil Engineering
27. Landscape/Hardscape Architecture
28. Surveyor and/or Existing Facilities Surveys
29. Geotechnical Engineering
30. Marketing or Promotional Material
31. Environmental Reports/Studies
32. Traffic Engineering
33. Product Notice of Acceptance (NOA) Testing or Engineering
34. Energy Modeling (Beyond That Required By Code)
35. Lighting Design (Theatrical or Specialty)
36. Acoustical Design or Engineering
37. Food Service Design
38. Water Feature (Pool/Fountain) Design
39. Laboratory or Field Testing
40. Special Inspections



- 41. Any Other Services, Phases or Disciplines Not Specifically Listed
- 42. Changes To The Approved Drawings or Program

- 43. Work Outside The Specified Project Area
- 44. Building Permit Processing or Expediting

BASIC SERVICES FEE:

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

A. Schematic Design/Planning & Zoning Assistance	\$ 16,000.00
B. Design Development	\$ 25,000.00
C. Construction Documents	\$ 40,000.00
D. Bidding & Permitting	\$ 2,000.00
E. Construction Administration	\$ 20,000.00
Reimbursable Expenses – Not to Exceed:	\$ 2,000.00
Total Fee:	\$ 105,000.00

If this outline proposal is acceptable to you, please sign below and return to our office, so we can schedule your work to begin upon receipt.

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

Sincerely,
REG Architects, Inc.



Rick Gonzalez, AIA
President

Approved By _____

Print Name _____

Title _____

Date _____

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

enclosures: **Exhibit A** – REG Hourly Rate Sheet
Exhibit B – Project Site Aerial

REG/rg



Exhibit "B"

Project Site Aerial



PALM BEACH COUNTY - OCEAN INLET PARK
REG JOB NO. 25041 - DECEMBER 2025
Architectural Fee Summary Matrix



	Principal Architect		Associate Architect		Senior Project Manager		Project Manager		Assistant Project Manager		CADD Technician		Administrative Assistant		Totals
Rate	\$275.00		\$250.00		\$185.00		\$175.00		\$160.00		\$120.00		\$85.00		
	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Fee
SCHEMATIC DESIGN															
Drawings		\$0.00	3.00	\$750.00	5.00	\$925.00	7.00	\$1,225.00	9.00	\$1,440.00	14.00	\$1,680.00		\$0.00	\$6,020.00
Coordination Meetings	2.00	\$550.00	3.00	\$750.00	4.00	\$740.00	4.00	\$700.00	3.00	\$480.00	1.00	\$120.00	3.00	\$255.00	\$3,595.00
PBC Review Comment	5.00	\$1,375.00	5.00	\$1,250.00	5.00	\$925.00	5.00	\$875.00	7.00	\$1,120.00	7.00	\$840.00		\$0.00	\$6,385.00
Subtotal	7.00	\$1,925.00	11.00	\$2,750.00	14.00	\$2,590.00	16.00	\$2,800.00	19.00	\$3,040.00	22.00	\$2,640.00	3.00	\$255.00	\$16,000.00
DESIGN DEVELOPMENT															
Drawings		\$0.00	15.00	\$3,750.00	7.00	\$1,295.00	8.00	\$1,400.00	12.00	\$1,920.00	22.00	\$2,640.00		\$0.00	\$11,005.00
Coordination Meetings	2.00	\$550.00	5.00	\$1,250.00	5.00	\$925.00	5.00	\$875.00	5.00	\$800.00	5.00	\$600.00	4.00	\$340.00	\$5,340.00
PBC Review Comment	5.00	\$1,375.00	5.00	\$1,250.00	8.00	\$1,480.00	10.00	\$1,750.00	10.00	\$1,600.00	10.00	\$1,200.00		\$0.00	\$8,655.00
Subtotal	7.00	\$1,925.00	25.00	\$6,250.00	20.00	\$3,700.00	23.00	\$4,025.00	27.00	\$4,320.00	37.00	\$4,440.00	4.00	\$340.00	\$25,000.00
CONSTRUCTION DOCUMENTS															
Drawings		\$0.00		\$0.00		\$0.00	28.00	\$4,900.00	20.00	\$3,200.00	40.00	\$4,800.00		\$0.00	\$12,900.00
Coordination Meetings	2.00	\$550.00	2.00	\$500.00	5.00	\$925.00	10.00	\$1,750.00	5.00	\$800.00	5.00	\$600.00	5.00	\$425.00	\$5,550.00
Quality Control Review	13.00	\$3,575.00	13.00	\$3,250.00	12.00	\$2,220.00	20.00	\$3,500.00	15.00	\$2,400.00	10.00	\$1,200.00		\$0.00	\$16,145.00
PBC Review Comment	2.00	\$550.00	2.00	\$500.00	8.00	\$1,480.00	5.00	\$875.00	5.00	\$800.00	10.00	\$1,200.00		\$0.00	\$5,405.00
Subtotal	17.00	\$4,675.00	17.00	\$4,250.00	25.00	\$4,625.00	63.00	\$11,025.00	45.00	\$7,700.00	65.00	\$7,800.00	5.00	\$425.00	\$40,000.00
BIDDING & PERMITTING															
Permit Comment Review and Response		\$0.00		\$0.00		\$0.00	1.00	\$175.00	2.00	\$320.00	3.50	\$420.00		\$0.00	\$915.00
Bid RFI Review and Response		\$0.00		\$0.00	1.00	\$185.00	1.00	\$175.00		\$0.00		\$0.00		\$0.00	\$360.00
Coordination Meetings		\$0.00		\$0.00	1.00	\$185.00	1.00	\$175.00	1.00	\$160.00	1.00	\$120.00	1.00	\$85.00	\$725.00
Subtotal	0.00	\$0.00	0.00	\$0.00	2.00	\$370.00	3.00	\$525.00	3.00	\$480.00	4.50	\$540.00	1.00	\$85.00	\$2,000.00
CONSTRUCTION ADMINISTRATION															
RFI Review and Responses	1.00	\$275.00	2.00	\$500.00		\$0.00	21.00	\$3,675.00	12.00	\$1,920.00	16.00	\$1,920.00		\$0.00	\$8,290.00
Shop Drawing Review and Responses		\$0.00	2.00	\$500.00		\$0.00	8.00	\$1,400.00	5.00	\$800.00	9.00	\$1,080.00		\$0.00	\$3,780.00
Site Visits/ Coordination Meetings	8.00	\$2,200.00	8.00	\$2,000.00		\$0.00	4.00	\$700.00	4.00	\$640.00		\$0.00		\$0.00	\$5,540.00
Punch List / Substantial Completion	2.00	\$550.00	2.00	\$500.00		\$0.00	4.00	\$700.00	4.00	\$640.00		\$0.00		\$0.00	\$2,390.00
Subtotal	11.00	\$3,025.00	14.00	\$3,500.00	0.00	\$0.00	37.00	\$6,475.00	25.00	\$4,000.00	25.00	\$3,000.00	0.00	\$0.00	\$20,000.00
REIMBURSABLE EXPENSES - Not to Exceed															\$2,000.00
REG Architects Total Design Fee:															\$105,000.00

Exhibit "A"

Ocean Inlet Park Upgrades

Palm Beach County Project Number 2024-027761

REG Rate Schedule

December 10, 2025

HOURLY RATES:

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

MULTIPLIER CALCULATIONS:

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

Constructability Review Services – Ocean Inlet Park Coastal Resiliency Restoration Project

Date: November 11, 2025

Scope of Services

TBG will provide constructability review services at each of the four project design milestones: 30%, 60%, 90%, and 100%. Our role will include reviewing design packages, identifying potential conflicts, flagging constructability and sequencing challenges, recommending alternatives, and providing commentary that supports timely and cost-effective construction delivery. We will also participate in relevant meetings and coordination sessions where constructability input is valuable.

Assumptions & Workload

This proposal assumes a base level of interaction across four design milestones. Should the number of meetings, design iterations, or overall scope of work expand, we respectfully request that compensation be revisited to reflect the actual level of effort required.

All work will be documented via detailed time-tracking and financial reporting in accordance with Palm Beach County standards.

Fee Proposal – Hourly Breakdown

Position Title	Billing Rate	Hours	Line Item Total
Principal & Strategic Lead	\$180/hr	10	\$1,800.00
Project Manager	\$125/hr	20	\$2,500.00
Constructability Reviewer	\$112.50/hr	30	\$3,375.00
Marine Advisor (Optional)	\$225/hr	3	\$675.00
Admin Support	\$75/hr	8	\$600.00

****Total:**** \$8,950.00

Note: The Marine Advisor role is optional, included for potential shoreline coordination between upland and marine scopes.

Conclusion

We appreciate the opportunity to support Chen Moore & Associates on this important coastal resiliency project. We believe our involvement will help ensure constructability is proactively addressed, minimizing change orders and field issues down the line.

Please let us know if any further adjustments are needed or if you would like to discuss the assumptions included. We are happy to revise if needed.

TBG Rate Table & FAR Explanation

Tay B. Gaines & Associates, LLC (“TBG”) is a certified small business and recent entrant into professional services. As of this engagement, TBG has not yet conducted project-based work requiring a FAR audit and currently has no full-time W-2 employees or historic payroll from which to derive an audited indirect cost rate. Accordingly, a full FAR audit is not feasible at this time.

We have selected a market-aligned 2.5x multiplier, which includes an estimated allocation for rent, administrative support, insurance, and anticipated business overhead in alignment with FAR Part 31 cost principles. The multiplier is within the Palm Beach County cap of 3.0x and consistent with similar firms providing constructability and project support services.

TBG will maintain time-tracking, cost allocation, and financial reporting tools moving forward to support future indirect rate verification. We respectfully request acceptance of the current rate structure based on this provisional justification.

This document outlines the standard hourly billing rates for Tay B. Gaines & Associates, LLC (TBG) associated with constructability review. These rates incorporate a fully burdened multiplier in accordance with FAR Part, capped at 3.0x. The base rate column reflects the estimated direct labor cost prior to application of the multiplier. The resulting rate represents the final hourly billing rate.

Position Title	Base Hourly Rate (\$)	Billing Rate @ 2.5x (\$)
Principal & Strategic Lead	\$72.00	\$180.00
Project Manager	\$50.00	\$125.00
Constructability Reviewer	\$45.00	\$112.50
Marine Advisor	\$90.00	\$225.00
Admin Support	\$30.00	\$75.00

TBG’s selected 2.5x multiplier reflects an estimated allocation for allowable indirect costs as defined under FAR 31.2. These include:

- Fringe benefits and statutory employment costs
- Office space and utilities
- General business insurance (e.g., liability, professional E&O)
- Administrative support services
- Time-tracking and financial reporting systems
- Professional memberships, training, and continuing education
- Business development and proposal preparation

The multiplier remains below the Palm Beach County 3.0x cap and consistent with conservative industry benchmarks. While TBG has not yet completed a project requiring a

FAR-audited rate, time-tracking and financial reporting systems are in place to support future verification. This provisional structure allows compliance with FAR Part 31 while recognizing TBG's current stage of operations.

Note: As a startup firm, certain roles (e.g., Principal, PM, and Reviewer) may be temporarily fulfilled by the same individual. To avoid double billing, TBG will track and invoice only for the actual hours worked per task, per role, and will not bill overlapping hours for simultaneous functions.

PROJECT SCOPE CLARIFICATION

David Hawke

From: Ricardo Gonzalez III <rgonzalez@regarchitects.com>
Sent: Tuesday, April 7, 2026 10:01 AM
To: David Hawke
Cc: Brent Whitfield; jtagle@chenmoore.com; Robert Lipscomb J.; Rick Gonzalez; Manuel Ayala
Subject: Re: Ocean Inlet Park Coastal Resiliency - BCC Board Agenda Item Documents - REG Design Language - REG Fee Proposal- Design Professional Scope - Project Specific - Scope Clarification - FDO # 2024 - 027761 - Reply Back

This Message Is From an External Sender

This message came from outside your organization.

Good morning David,

To confirm, yes, REG will be designing the new restroom facility inclusive of all necessary MEP, structural, and detailing requirements. This includes budget-friendly specifying of durable fixtures and finishes for this type of well-designed public restroom facility. Also, we do not anticipate any low-voltage design will be needed for this new building.

All necessary landscape and/or civil drawings will be completed by Chen Moore. As the prime, they have also included any necessary geo/environmental services under their scope.

We hope this provides you with sufficient clarification. Let us know if you have any additional questions, see you later today!

Thank you,

Ricardo E. Gonzalez III
Business Development/Marketing
561-659-2383 ext. 120
561-727-7942 cell
regarchitects.com



120 S Olive Ave Suite 210, West Palm Beach, FL 33401

From: Rick Gonzalez <Rick@regarchitects.com>
Sent: Monday, April 6, 2026 9:04 PM
To: David Hawke <DHawke@pbc.gov>; Ricardo Gonzalez III <rgonzalez@regarchitects.com>; Manuel Ayala <mayala@regarchitects.com>
Cc: Brent Whitfield <bwhitfield@chenmoore.com>; jtagle@chenmoore.com <jtagle@chenmoore.com>; Robert Lipscomb J. <V-RLipscomb@pbc.gov>
Subject: Re: Ocean Inlet Park Coastal Resiliency - BCC Board Agenda Item Documents - REG Design Language - REG Fee Proposal- Design Professional Scope - Project Specific - Scope Clarification - FDO # 2024 - 027761 - Reply Back

I believe our entire scope includes architecture interior built-in finishes Structural Engineering mechanical electrical and plumbing engineering. Ricardo and Manny wrote The Proposal I asked them to answer your request tomorrow please thank you as I am out of town.

Sent from my Verizon, Samsung Galaxy smartphone
Get [Outlook for Android \[aka.ms\]](#)

From: David Hawke <DHawke@pbc.gov>
Sent: Monday, April 6, 2026 7:16:34 PM
To: Rick Gonzalez <Rick@regarchitects.com>; Ricardo Gonzalez III <rgonzalez@regarchitects.com>; Manuel Ayala <mayala@regarchitects.com>
Cc: Brent Whitfield <bwhitfield@chenmoore.com>; jtagle@chenmoore.com <jtagle@chenmoore.com>; Robert Lipscomb J. <V-RLipscomb@pbc.gov>
Subject: Ocean Inlet Park Coastal Resiliency - BCC Board Agenda Item Documents - REG Design Language - REG Fee Proposal- Design Professional Scope - Project Specific - Scope Clarification - FDO # 2024 - 027761 - Reply Back

Rick, Manny, & Ricardo,

Good evening,

Clarification – Please confirm that the REG Architectural Team will be designing, MEP’ing, specifying durable fixtures/finishes, & detailing the required new Park’s restroom facilities on the Ocean Inlet Coastal Resiliency Park project which redeveloped & raises existing site as sub-consultant to Chen Moore Engineers.

Currently, the REG Arch’s scope of work language in REG Fee Proposal date December 10, 2025 (see attached highlighted page above ↑) leaves the uncertainty & a potential ‘Supplemental - Add Services’ for civil, fire protection, geo/environmental services, low-voltage, &/ other necessary disciplines (or non-listed) for well-designed public restroom facilities...

Thank you again for your clarification in-writing, so our FDO Team can approve & hold this BCC Agenda Item.

Warm regards,

David Hawke, RA, AIA, NCARB, LEED-FA, OSHA
Assistant Director
County Architect
AR -16510



Palm Beach County – Capital Improvement Division
Facilities Development, & Operations
2633 Vista Parkway
West Palm Beach, Florida 33411

Office - (561) 233-0707
Mobile – (561) 346-5393

“ Together, Always ready to Serve & Build ! Always the Best !
“ Watching our PBC Projects, ... Like a Hawke !”



October 6, 2025
Revised January 23, 2026

Chen Moore & Associates
500 S Australian Ave, Suite 850
West Palm Beach, FL 33401

Attention: Justin Tagle, PE, LEED AP
Mobile: (561) 358-6400
Email: jtagle@chenmoore.com

**Subject: Proposal for Geotechnical Engineering Services
Ocean Inlet Park Coastal Resiliency Restoration Project
Palm Beach County, Florida
WIRX Proposal No.: 25-P-045A
PBC Project #2024-027761**

Dear Mr. Justin Tagle,

WIRX Engineering, LLC (WIRX) is pleased to submit this proposal for the above-referenced project. We understand that the project will entail existing seawalls along the County's parcels west of A1A Bridge bounding South Lake Worth Inlet, raising portions of the parcels upland of the seawalls, and redevelopment of upland facilities. The scope of the project may include, but is not limited to, the following:

- Removing approximately 1,150 linear feet of the existing seawalls and replacing seawalls at higher cap elevations.
- Parking lot redesign, re-configure, re-stripe, and regrade.
- New drainage and rainwater retention system
- New or replacement restroom facilities, and changing stations.
- New shaded 30' x 60' Park Pavilion with associated tables.
- New gazebos or picnic shelters with associated tables.

This proposal presents our proposed scope of work and establishes our schedule and fee for performing the work.

SCOPE OF SERVICES

The proposed scope of work for the project consists of the following:

1. Contact Sunshine 811 to request field location and clearance of underground utilities in the areas of the tests as per Florida Statutes. A private underground utility locating service provider will be retained to locate private underground utilities in the vicinity of the boring locations using ground penetrating radar and electromagnetic technology. See below for further information.

2. Mobilize a truck-mounted drill rig and personnel.
3. For the seawall replacement, perform four (4) Standard Penetration Test (SPT) borings to depths of 60 feet in accordance with ASTM D-1586.
4. For recreational improvements, perform three (3) SPT borings to depths of 30 feet in accordance with ASTM D-1586.
5. For drainage improvements, perform two (2) field permeability test in general accordance with the usual open-hole exfiltration test method described in the South Florida Water Management District (SFWMD) Permit Information Manual, Volume IV.
6. Following completion of the drilling operations, the boreholes will be backfilled with grout and the asphalt patched, where appropriate.
7. Visually classify the collected soil samples in the field with laboratory confirmation/QC verification of classifications using the Unified Soil Classification System (USCS). Assign laboratory testing of selected soil samples for index property determinations limited to moisture content, fines content, and organic content tests to assist in classifying the soils for engineering purposes (ASTM 2487).
8. Perform appropriate geotechnical engineering analyses and prepare a geotechnical engineering report providing the results of the SPT borings, the soil laboratory testing, and site preparation and foundation recommendations.

Prior to the mobilization of the drilling equipment, WIRX will notify Sunshine State One-Call of Florida, Inc. (SSOCOF) of the planned exploration to allow affected utility companies the opportunity to mark the location of buried utility lines in the proposed exploration areas. The locating process will require a lead time of 3 to 5 business days. WIRX cannot take responsibility for damage to private underground lines or structures and/or underground services which do not subscribe to SSOCOF; their locations should be provided by the Client prior to commencement of the fieldwork.

SCHEDULE/DELIVERABLES

Weather conditions permitting, we will start the field exploration program within 6 weeks after receiving written authorization to proceed. We preliminarily estimate that our field work will have a duration of 1 week. Laboratory testing will require about 2 weeks to complete following completion of the field work. We expect to provide the final report signed and sealed by a registered professional engineer within 10 weeks; however, acceleration of this schedule may be facilitated, if needed.

COMPENSATION & TERMS

Based upon our understanding of the project and interpretation of your requirements, we propose to perform the scope of work outlined previously for a lump sum fee of **\$44,790.00**, as outlined in Attachment A - Fee Estimate. Our work will be performed in accordance with the Terms and Conditions of our Subconsultant Agreement with Chen Moore & Associates.



CLOSURE

WIRX appreciates the opportunity to provide our services for this project, and trusts that the scope of work and fee presented in this proposal are clear and understandable. Should the proposal contents require any clarification or amplification, please feel free to contact us.

Sincerely,
WIRX Engineering, LLC



Andrew Nixon, P.E.
AndrewNixon@wirxeng.com
Mobile: (561) 762-8918

Attachments: A – Fee Estimate





Attachment A
Fee Estimate: Geotechnical Engineering Services
Ocean Inlet Park Coastal Resiliency Restoration Project
WIRX Proposal No.: 25-P-045A
PBC Project #2024-027761

	Qty	Unit	Unit Price	Total
1.0 FIELD EXPLORATION				
1.1 <u>Field Work & Utility Coordination</u>				
1.1.1 Staff Engineer	12	Hour	\$ 135.00	\$ 1,620.00
1.1.2 Project Engineer	4	Hour	\$ 165.00	\$ 660.00
1.1.3 Ground Penetrating Radar	1	Day	\$ 2,500.00	\$ 2,500.00
1.2 <u>Equipment Mobilization</u>				
1.2.1 Mobilization - Truck Mounted Drill Rig	1	Mob	\$ 600.00	\$ 600.00
1.2.2 Drill Crew Support Vehicle	4	Day	\$ 250.00	\$ 1,000.00
1.3 <u>Exfiltration Tests (2 to 10')</u>				
1.3.1 Exfiltration Tests	2	Test	\$ 700.00	\$ 1,400.00
1.4 <u>SPT Boring (3 to 30', 4 to 60')</u>				
1.4.1 30' SPT Boring	3	Boring	\$ 1,170.00	\$ 3,510.00
1.4.2 60' SPT Boring	4	Boring	\$ 2,420.00	\$ 9,680.00
1.5 <u>Supervision & Logging (4 days)</u>				
1.5.1 Staff Engineer	40	Hour	\$ 135.00	\$ 5,400.00
			TOTAL FIELD WORK	\$ 26,370.00
2.0 LABORATORY TESTING SERVICES				
2.1 PE Review & Lab Assignment	4	Hour	\$ 185.00	\$ 740.00
2.2 Moisture Content	32	Test	\$ 25.00	\$ 800.00
2.3 Fines Content	14	Test	\$ 65.00	\$ 910.00
2.4 Organic Content	14	Test	\$ 65.00	\$ 910.00
2.5 Sieve Analysis	4	Test	\$ 105.00	\$ 420.00
			TOTAL LABORATORY SERVICES	\$ 3,780.00
3.0 PROFESSIONAL ENGINEERING AND REPORTING SERVICES				
3.1 Senior Engineer	16	Hour	\$ 195.00	\$ 3,120.00
3.2 Project Engineer	24	Hour	\$ 165.00	\$ 3,960.00
3.3 Staff Engineer	40	Hour	\$ 135.00	\$ 5,400.00
3.4 CAD Technician	16	Hour	\$ 114.00	\$ 1,824.00
3.5 Clerical	4	Hour	\$ 84.00	\$ 336.00
			TOTAL PROFESSIONAL SERVICES	\$ 14,640.00
			TOTAL AMOUNT	\$ 44,790.00



December 21, 2025

Chen Moore & Associates
500 S Australian Ave, Suite 850
West Palm Beach, FL 33401

Attention: Justin Tagle, PE, LEED AP
Mobile: (561) 358-6400
Email: jtagle@chenmoore.com

Subject: Proposal for Cost Estimating & Review (Rev01)
Ocean Inlet Park Coastal Resiliency Restoration Project
Palm Beach County, Florida
WIRX Proposal No.: 25-P-045B
PBC Project #2024-027761

Dear Mr. Justin Tagle,

WIRX Engineering, LLC (WIRX) is pleased to submit this proposal for the above-referenced Project. We understand that the project will entail existing seawalls along the County's parcels west of A1A Bridge bounding South Lake Worth Inlet, raising portions of the parcels upland of the seawalls, and redevelopment of upland facilities. The scope of the project may include, but is not limited to, the following:

- Removing approximately 1,150 linear feet of the existing seawalls and replacing seawalls at higher cap elevations.
- Parking lot redesign, re-configure, re-stripe, and regrade.
- New drainage and rainwater retention system
- New or replacement restroom facilities, and changing stations.
- New shaded 30' x 60' Park Pavilion with associated tables.
- New gazebos or picnic shelters with associated tables.

This proposal presents our proposed scope of work and establishes our estimated fee for performing the work.

GENERAL SCOPE OF WORK

WIRX will provide an Opinion of Probable Construction Cost Estimate including quantity takeoffs, cost estimating, and a report narrative. The OPCC will be based on industry standard Cost Estimating Procedure. Software utilized to prepare the OPCC includes Microsoft Excel, and RS Means. Quantity takeoffs will be performed based on project plans and specifications for the 30% Design. The cost estimate will be based on AACE International Recommended Practice No. 17R-97 based on the level of design. The report narrative will include detailed assumptions and methodology for estimating cost and quantities. The cost estimate deliverable will be in pdf and native file format.

Additionally, WIRX will assist with the review of the cost estimate provided by the Construction Manager At Risk (CMAR) for the assumed 60%, 95%, and 100% deliverables.

COMPENSATION & TERMS

Based upon our understanding of the project description received, schedule and interpretation of the project requirements, we propose to perform the scope of work for a Lump Sum fee of **\$19,770.00**, as outlined in Attachment A Fee Estimate. Our work will be performed in accordance with the terms and conditions of Chen Moore & Associates subconsultant agreement.

CLOSURE

WIRX appreciates the opportunity to provide our services for this project, and trust that the scope of work and fee presented in this proposal are clear and understandable. Should the proposal contents require any clarification or amplification, please feel free to contact us.

Sincerely,

WIRX Engineering, LLC



Clifford Hippolyte, PE, GC

Managing Partner

CliffordHippolyte@wirxeng.com

Attachments: A – Fee Estimate





Attachment A
Fee Estimate: Cost Estimating Services
Ocean Inlet Park Coastal Resiliency Restoration Project
PBC Project No. 2024-027761
WIRX Proposal No.: 25-P-045B_Rev01

No.	Task	Lead Controls Specialist	Program Control Specialist	Associate Controls Specialist	Total Labor Hours	Total Labor Costs
		\$210.00	\$150.00	\$105.00		
Lump Sum Total		48.0	24.0	58.0	130.0	\$ 19,770.00
Task 1 - Meetings		8.0	0.0	0.0	8.0	\$ 1,680.00
1.1	Kick-off & Progress Review Meetings	8	0	0	8	\$ 1,680.00
Task 2 - Cost Estimating		16.0	0.0	34.0	50.0	\$ 6,930.00
2.1	30% Design Cost Estimate	16	0	34	50	\$ 6,930.00
	Quantity Takeoffs	6	0	8	14	\$ 2,100.00
	Cost Estimating	8	0	18	26	\$ 3,570.00
	Report	2	0	8	10	\$ 1,260.00
Task 3 - CMAR Cost Estimate Review		24.0	24.0	24.0	72.0	\$ 11,160.00
	60% Deliverable Cost Estimate Review	8	8	8	24	\$ 3,720.00
	95% Deliverable Cost Estimate Review	8	8	8	24	\$ 3,720.00
	100% Deliverable Cost Estimate Review	8	8	8	24	\$ 3,720.00



**Ocean Inlet Park Coastal Resiliency Restoration Project
Palm Beach County Project #2024-027761**

WIRX Engineering, LLC

**Hourly Billing Rates
(Rate Multiplier = 3.0)**

EMPLOYEE TITLE	MAX RAW HOURLY RATE (\$/hr)	MULTIPLIER (3.0)	MAX BILLING RATE (\$/hr)
Geotechnical Engineering			
Senior Engineer	\$ 65.00	3.0	\$ 195.00
Project Engineer	\$ 55.00	3.0	\$ 165.00
Staff Engineer	\$ 45.00	3.0	\$ 135.00
CAD Technician	\$ 38.00	3.0	\$ 114.00
Clerical	\$ 28.00	3.0	\$ 84.00
Cost Estimating			
Lead Controls Specialist	\$ 70.00	3.0	\$ 210.00
Program Controls Specialist	\$ 50.00	3.0	\$ 150.00
Associate Controls Specialist	\$ 35.00	3.0	\$ 105.00

Geotechnical & Laboratory Testing Rates

DESCRIPTION	UNIT PRICE	UNIT
Ground Penetrating Radar	\$ 2,500.00	Day
Mobilization - Truck Mounted Drill Rig	\$ 600.00	Mobilization
Drill Crew Support Vehicle	\$ 250.00	Day
Mobilization - Coring Equipment	\$ 400.00	Mobilization
SPT Boring (0-50')	\$ 20.00	Foot
SPT Boring (51-100')	\$ 24.00	Foot
Temporary Casing (0-50')	\$ 12.00	Foot
Temporary Casing (51-100')	\$ 14.00	Foot
Borehole Grouting (0-50')	\$ 7.00	Foot
Borehole Grouting (51-100')	\$ 9.00	Foot
Pavement Cores & Patching	\$ 250.00	Each
Auger Borings	\$ 13.00	Foot
Exfiltration Test	\$ 500.00	Each
Moisture Content	\$ 25.00	Test
Fines Content (-200)	\$ 65.00	Test
Organic Content	\$ 65.00	Test
Sieve Analysis	\$ 105.00	Test

Certification:

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

Andrew Nixon, P.E. - Managing Partner

10/9/2025

Date

CONTRACT EXHIBIT C

EBO SCHEDULES 1 & 2
(Completed and executed)

OEBO SCHEDULE 1*

\$550,

SOLICITATION/PROJECT/BID NAME: Ocean Inlet Park Coastal Resiliency Restoration Project

SOLICITATION/PROJECT/BID NO.: 2024-027761

SOLICITATION OPENING/SUBMITTAL DATE: _____

COUNTY DEPARTMENT: Palm Beach County Water Facilities

Section A PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE **PRIME CONTRACTOR/CONSULTANT*** ON THE PROJECT:

NAME OF PRIME RESPONDENT/BIDDER: Chen Moore and Associates, Inc.

ADDRESS: 500 W. Cypress Creek Road, Suite 600, Fort Lauderdale, FL 33309

CONTACT PERSON: Jason McClair, P.E.

PHONE NO.: (954) 947-1762

E-MAIL: jmclair@chenmoore.com

PRIME'S DOLLAR AMOUNT OR PERCENTAGE OF WORK: \$547,461.30

SBE Prime's must include their percentage or dollar amount in the Total Participation line under section B.

Non-SBE

SBE

Section B PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY **ALL SUBCONTRACTORS/SUBCONSULTANTS** ON THE PROJECT BELOW:

Subcontractor/Sub consultant Name	(Check all Applicable Categories)		DOLLAR AMOUNT OR PERCENTAGE OF WORK
	Non-SBE	SBE	
1. Cummins Cederberg, Inc. 201 Alhambra Circle, Suite 601 Coral Gables, FL 33134	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	\$244,550.00
2. WIRX Engineering LLC 422 Meadowlark Drive Jupiter FL 33458	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$64,560.00
3. Keshavarz & Associates, Inc. 711 North Dixie Hwy, Suite 201 West Palm Beach, FL 33401	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$127,056.00
4. REG Architects, Inc. 1551 North Flagler Drive, Apt 1405 West Palm Beach, FL 33401	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$105,000.00
5. Tay B. Gaines & Associates, LLC 721 US Hwy 1, Suite 115 North Palm Beach, FL 33408	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$8,950.00

(Please use additional sheets if necessary)

Total \$550,116.00

Total Bid/Offer Price \$ \$1,097,577.30

Total Certified SBE Participation \$ \$305,566.00

I hereby certify that the above information is accurate to the best of my knowledge: Jason McClair Senior Vice President

Name & Authorized Signature

Title

- Note:**
- The amount listed on this form for a Subcontractor/sub consultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.
 - Only those firms certified by Palm Beach County at the time of solicitation due date are eligible to meet the established OEBO Affirmative Procurement Initiative (API). Please check the applicable box and list the dollar amount or percentage under the appropriate demographic category.
 - Modification of this form is not permitted and will be rejected upon submittal.
 - If a Mandatory API goal applies, failure to submit a properly executed Schedule 2 will result in a determination of non-responsiveness to the solicitation.

*Revised 6.5.2025 pursuant to Emergency Ordinance 2025-014, approved on June 3, 2025

OEBO LETTER OF INTENT – SCHEDULE 2*

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. All Subcontractors/subconsultants, including any tiered Subcontractors/ subconsultants, must properly execute this document. If a Mandatory API goal applies, failure to submit a properly executed Schedule 2 will result in a determination of non-responsiveness to the solicitation. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: 2024-027761

SOLICITATION/PROJECT NAME: Ocean Inlet Park Coastal Resiliency Restoration Project

Prime Contractor: Chen Moore and Associates, Inc. Subcontractor: Cummins Cederberg, Inc.

(Check box(s) that apply)

SBE Non-SBE Supplier Date of Palm Beach County Certification (if applicable): N/A


SBE PARTICIPATION – SBE Primes must document all work to be performed by their own work force on this form. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. When applicable, identify the line item(s) associated with the service/product being supplied. SBE credit will only be given for the areas in which the SBE is certified. A detailed quote/proposal may be attached to a properly executed Schedule 2 for additional information.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	Civil Engineering	\$		NONE	-\$244,500.00
					\$ 244,550.00

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$ _____

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

N/A Price or Percentage: N/A
 Name of 2nd/3rd tier Subcontractor/subconsultant

Chen Moore and Associates, Inc.
 Print Name of Prime
 By: 
 Authorized Signature
Jason McClair
 Print Name
Vice President
 Title
 Date: 03/24/26

Cummins Cederberg, Inc.
 Print Name of Subcontractor/subconsultant
 Digitally signed by Jason R Cummins
 By: 
 Authorized Signature Date: 2026-03-24 14:40:21
Jason Cummins
 Print Name
VP
 Title
 Date: 3/24/2026

*Revised 6.5.2025 pursuant to Emergency Ordinance 2025-014, approved on June 3, 2025

OEBO LETTER OF INTENT – SCHEDULE 2*

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. All Subcontractors/subconsultants, including any tiered Subcontractors/ subconsultants, must properly execute this document. If a Mandatory API goal applies, failure to submit a properly executed Schedule 2 will result in a determination of non-responsiveness to the solicitation. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: 2024-027761

SOLICITATION/PROJECT NAME: Ocean Inlet Park Coastal Resiliency Restoration Project

Prime Contractor: Chen Moore and Associates, Inc. Subcontractor: WIRX Engineering LLC

(Check box(s) that apply)

SBE Non-SBE Supplier Date of Palm Beach County Certification (if applicable): 04/17/23 to 04/16/26

SBE PARTICIPATION – SBE Primes must document all work to be performed by their own work force on this form. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. When applicable, identify the line item(s) associated with the service/product being supplied. SBE credit will only be given for the areas in which the SBE is certified. A detailed quote/proposal may be attached to a properly executed Schedule 2 for additional information.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	Geotechnical - Soils	\$		NONE	\$64,560.00

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$64,560.00

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

N/A Price or Percentage: N/A
 Name of 2nd/3rd tier Subcontractor/subconsultant

Chen Moore and Associates, Inc.
 Print Name of Prime
 By: 
 Authorized Signature

Jason McClair
 Print Name
Vice President
 Title
 Date: 02/27/26

WIRX Engineering LLC
 Print Name of Subcontractor/subconsultant
 By: 
 Authorized Signature

Andrew Nixon, P.E.
 Print Name
Managing Partner
 Title
 Date: February 27, 2026

*Revised 6.5.2025 pursuant to Emergency Ordinance 2025-014, approved on June 3, 2025

OEBO LETTER OF INTENT – SCHEDULE 2*

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. All Subcontractors/subconsultants, including any tiered Subcontractors/ subconsultants, must properly execute this document. If a Mandatory API goal applies, failure to submit a properly executed Schedule 2 will result in a determination of non-responsiveness to the solicitation. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: 2024-027761

SOLICITATION/PROJECT NAME: Ocean Inlet Park Coastal Resiliency Restoration Project

Prime Contractor: Chen Moore and Associates, Inc. Subcontractor: Tay B. Gaines & Associates, LLC
(Check box(s) that apply)

SBE Non-SBE Supplier Date of Palm Beach County Certification (if applicable): 08/19/24 to 08/18/27

SBE PARTICIPATION – SBE Primes must document all work to be performed by their own work force on this form. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. When applicable, identify the line item(s) associated with the service/product being supplied. SBE credit will only be given for the areas in which the SBE is certified. A detailed quote/proposal may be attached to a properly executed Schedule 2 for additional information.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	Constructibility Review	\$	1	NONE	\$8,950

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$ _____

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

N/A Price or Percentage: N/A
 Name of 2nd/3rd tier Subcontractor/subconsultant

Chen Moore and Associates, Inc.
 Print Name of Prime
 By: 
 Authorized Signature

Jason McClair
 Print Name
Vice President
 Title
 Date: 02/27/26

Tay B. Gaines & Associates, Inc.
 Print Name of Subcontractor/subconsultant
 By: 
 Authorized Signature

Tay B. Gaines
 Print Name
Manager
 Title
 Date: 2/27/2026

*Revised 6.5.2025 pursuant to Emergency Ordinance 2025-014, approved on June 3, 2025

OEBO LETTER OF INTENT – SCHEDULE 2*

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. All Subcontractors/subconsultants, including any tiered Subcontractors/ subconsultants, must properly execute this document. If a Mandatory API goal applies, failure to submit a properly executed Schedule 2 will result in a determination of non-responsiveness to the solicitation. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: Project No. 2024-027761

SOLICITATION/PROJECT NAME: Ocean Inlet Park Coastal Resiliency Restoration

Prime Contractor: Chen Moore and Associates, Inc. Subcontractor: REG Architects, Inc.

(Check box(s) that apply)

SBE Non-SBE Supplier Date of Palm Beach County Certification (if applicable): March 20, 2024

SBE PARTICIPATION – SBE Primes must document all work to be performed by their own work force on this form. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. When applicable, identify the line item(s) associated with the service/product being supplied. SBE credit will only be given for the areas in which the SBE is certified. A detailed quote/proposal may be attached to a properly executed Schedule 2 for additional information.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	Architectural Design Services				\$105,000.00

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$105,000.00

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

_____ Price or Percentage: _____
 Name of 2nd/3rd tier Subcontractor/subconsultant

Chen Moore and Associates

Print Name of Prime

By: 
 Authorized Signature

Jason McClair

Print Name

Vice President

Title

Date: 02/27/26

REG Architects, Inc.

Print Name of Subcontractor/subconsultant

By: 
 Authorized Signature

Rick Gonzalez, AIA

Print Name

President

Title

Date: 12/10/25

CONTRACT EXHIBIT D

INSURANCE CERTIFICATES

CONTRACT EXHIBIT E

CONFLICT OF INTEREST DISCLOSURE FORM

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

PALM BEACH COUNTY CONFLICT OF INTEREST DISCLOSURE FORM

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

None

(Attach additional sheets as needed.)

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

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

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

This DISCLOSURE is submitted by (Name of Individual:) Jason McClair, as
(Title/Position:) Senior Vice President/Chief Engineer of (Name of Firm:) ChenMoore
who hereby certifies that any misrepresentation by the CONSULTANT/SUBCONSULTANT on this Disclosure is considered an unethical business practice and is grounds for sanctions against future County business with the CONSULTANT/SUBCONSULTANT.


Signature

03/23/28

Date

CONFLICT OF INTEREST DISCLOSURE FORM
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PALM BEACH COUNTY CONFLICT OF INTEREST DISCLOSURE FORM

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

N/A


(Attach additional sheets as needed.)

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



Signature

8/21/2025

Date

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

PALM BEACH COUNTY CONFLICT OF INTEREST DISCLOSURE FORM

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

N/A

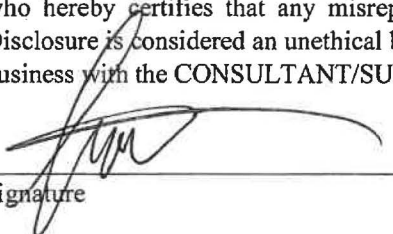
(Attach additional sheets as needed.)

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

This DISCLOSURE is submitted by (Name of Individual:) Amir J. Keshavarz, P.E., as (Title/Position:) Managing Director of (Name of Firm:) Keshavarz & Associates, Inc. who hereby certifies that any misrepresentation by the CONSULTANT/SUBCONSULTANT on this Disclosure is considered an unethical business practice and is grounds for sanctions against future County business with the CONSULTANT/SUBCONSULTANT.



Signature

8/25/2025

Date

CONFLICT OF INTEREST DISCLOSURE FORM
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PALM BEACH COUNTY CONFLICT OF INTEREST DISCLOSURE FORM

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None

(Attach additional sheets as needed.)

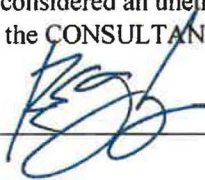
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This DISCLOSURE is submitted by (Name of Individual:) Rick Gonzalez, AIA, as
(Title/Position:) President of (Name of Firm:) REG Architects, Inc.
who hereby certifies that any misrepresentation by the CONSULTANT/SUBCONSULTANT on this Disclosure is considered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

Signature



8/27/25

Date

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

PALM BEACH COUNTY CONFLICT OF INTEREST DISCLOSURE FORM

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

N/A

(Attach additional sheets as needed.)

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

Troy B. Guines

Signature

August 22, 2025

Date

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

PALM BEACH COUNTY CONFLICT OF INTEREST DISCLOSURE FORM

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(Attach additional sheets as needed.)

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This DISCLOSURE is submitted by (Name of Individual:) Andrew Nixon, as
(Title/Position:) Managing Partner of (Name of Firm:) WIRX Engineering, LLC
who hereby certifies that any misrepresentation by the CONSULTANT/SUBCONSULTANT on this Disclosure is considered an unethical business practice and is grounds for sanctions against future County business with the CONSULTANT/SUBCONSULTANT.

Signature

10/22/2025

Date

CONTRACT EXHIBIT F

**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 **Chen Moore and Associates, Inc.** (ENTITY) and attest that the ENTITY does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

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



(signature of officer or representative)

Jason McClair, 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, 28TH day of OCTOBER, 2025, by JASON McClair.

Personally known OR produced identification .

Type of identification produced _____.



NOTARY PUBLIC
My Commission Expires: May 12, 2028
State of Florida at large

