Agenda Item: **3F6**

**PALM BEACH COUNTY**
**BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

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**Meeting Date: November 10, 2026** | **[X] Consent** | **[ ] Regular** | **[ ] Workshop** | **[ ] Public Hearing**

**Submitted By: Department of Airports**

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## I. EXECUTIVE BRIEF

**Motion and Title: Staff recommends motion to approve:** Amendment No. 3 to the Contract for Construction Manager (CM) at Risk Services (R2024-1554) (Contract) with The Whiting-Turner Contracting Company (WT), exercising the first one (1) year renewal option, extending the Contract term to November 18, 2027, for Campus Wide Facility Improvements at President Donald J. Trump International Airport (DJT) and updating various provisions to comply with applicable law and County policies.

**Summary:** The Contract with WT was approved by the Board of County Commissioners (BCC) on November 19, 2024, with an initial term of two (2) years with three (3) one (1) year renewal options. Task Orders in the amount of $207,847.60 were approved pursuant to delegated authority in accordance with PPM CW-F-050, providing pre-construction services for a new Revenue Control Building, General Aviation Federal Inspection Services Facility and Concourse C Roof Replacement. Amendment No. 1 established a Guaranteed Maximum Price (GMP) of $561,780 for the procurement of an emergency generator for the new Revenue Control Building due to long lead times for the delivery of the equipment, and Amendment No. 2 established a GMP for the construction of the new Revenue Control Building in the amount of 11,173,291. A detailed contract history is included in Attachment 1. Amendment No. 3 provides for the exercise of the first one (1) year renewal option for the continuation of CM at Risk Services under the Contract and updates various provisions to ensure compliance with applicable law and County policies. **Countywide (YBH)**

**Background and Justification:** Amendment No. 3 extends the term of the Contract to November 18, 2027, and updates various provisions to ensure compliance with applicable law and County policies.

**Attachments:**

1. Amendment No. 3 with The Whiting-Turner Construction Company - 2 originals with Contract History

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**Recommended By:** Laura Beebe 10/13/26
**Department Director** **Date**

**Approved By:** PCO 10/22/26
**Chief Deputy County Administrator** **Date**

## II. FISCAL IMPACT ANALYSIS

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

| Fiscal Years | 2027 | 2028 | 2029 | 2030 | 2031 |
|---|---|---|---|---|---|
| Capital Expenditures | | | | | |
| Operating Costs | | | | | |
| External Revenues (Grants) | | | | | |
| Program Income (County) | | | | | |
| In-Kind Match (County) | | | | | |
| NET FISCAL IMPACT | | | | | |
| # ADDITIONAL FTE POSITIONS (Cumulative) | | | | | |

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

**Budget Account No:** Fund 4111 Department 121 Unit A107 Object 6505

**Reporting Category** _____

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

This item has no fiscal impact.

**C. Departmental Fiscal Review:** Debbie Duncanson

## III. REVIEW COMMENTS

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

AB 10/15/26
KK 10/15 OFMB 10/17

Contract Dev. and Control 10/15/26
ZG 10.15.26

**B. Legal Sufficiency:**

10/16/26
Assistant County Attorney

**C. Other Department Review:**

Department Director

Attachment No. 1

Amendment No. 3 - The Whiting Turner Contracting Company, Inc. (includes Non-Governmental Human Trafficking Affidavit, with Contract History)

(2 Originals)

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# AMENDMENT NO. 3 TO CONTRACT FOR CONSTRUCTION MANAGER AT RISK SERVICES

This Amendment No. 3 to the Contract for Construction Manager at Risk Services (this "Amendment") is made as of the 10 day of November, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the **Owner,** and **THE WHITING-TURNER CONTRACTING COMPANY**, a corporation authorized to do business in the State of Florida, hereinafter referred to as **Construction Manager**, having its office and principal place of business at 110 East Broward Blvd., Suite 2050, Fort Lauderdale, FL 33301.

WHEREAS, on November 19, 2024, the Owner entered into a Contract for Construction Manager at Risk Services for Campus Wide Facility Improvements at the Palm Beach International Airport (R2024-1554) ("Contract") with the Construction Manager; and

WHEREAS, on August 19, 2025, the Owner entered into Amendment No. 1 (R2025-1078) with the Construction Manager for Work Order WT 03: New Revenue Control Building for the purchase of equipment associated with the construction of the Revenue Control Building; and

WHEREAS, on October 21, 2025, the Owner entered into Amendment No. 2 (R2025-1580) with the Construction Manager for WT04: New Revenue Control Building for the construction of the new Revenue Control Building; and

WHEREAS, Palm Beach International Airport was renamed President Donald J. Trump International Airport, effective July 9, 2026 ("Airport"); and

WHEREAS, the Airport is owned by the Owner and operated and managed by its Department of Airports ("Department"); and

WHEREAS, Article 12 of the Contract defines the Contract period of service and Contract term to be two (2) years, with three (3) one (1) year renewal options, the exercise of which are within the Owner's sole control and discretion; and

WHEREAS, the parties desire to exercise the first one (1) year renewal option for the continuation of services provided by the Construction Manager under the Contract; and

WHEREAS, the parties desire to amend the Contract to update various provisions to ensure compliance with applicable law and Owner's policies.

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

1. Recitals. The foregoing recitals are true and correct and incorporated herein by this reference. Terms not defined herein shall have the meaning ascribed to them in the Contract.

2. Renewal. In accordance with Article 12 of the Contract, the Contract, as amended, is hereby renewed for one (1) additional one (1) year term, commencing November 19, 2026, and expiring November 18, 2027.

3. Replacement of Article 2.1.13.3. Article 2.1.13.3 Federal Requirements – Wage Rates, of the Contract is hereby deleted in its entirety and replaced with the following:

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**2.1.13.3 Grant Obligations/ Required Contract Provisions.**

The Construction Manager acknowledges and agrees that this Contract may be funded in whole or in part with state or federal grants and shall be subject, and subordinate, to the provisions of any existing or future agreement between Palm Beach County and the United States of America or State of Florida, and their respective agencies, the execution of which has been, or may be, required as a condition precedent to the expenditure of federal or state funds, including, without limitation, grant agreements and associated assurances (hereinafter collectively referred to as "Grant Obligations"). The Grant Obligations shall be considered incorporated into this Contract by reference, including any amendments or modifications thereto. For Work funded, in whole or in part, by Federal Aviation Administration (FAA) Grants, Construction Manager shall comply with, and ensure all Trade Contractors comply with, all applicable procurement requirements and provisions of Appendix A, Federal Contract Provisions, as now or hereafter amended by the FAA, which is attached hereto and incorporated herein by reference.

Notwithstanding any provision of this Contract to the contrary, Construction Manager agrees it shall comply with all Grant Obligations applicable to the Construction Manager by virtue of this Contract. Owner agrees to provide Construction Manager with written notice of any new or amended Grant Obligations, which modify the Construction Manager obligations hereunder.

4. Deletion of Article 2.1.13.4. Article 2.1.13.4, Federal/State Requirements – Contact Clauses, of the Contract is hereby deleted in its entirety.

5. Replacement of Article 14. Article 14, Scrutinized Companies, of the Contract is hereby deleted in its entirety and replaced with the following:

**ARTICLE 14**
**SCRUTINIZED COMPANIES**

As provided in section 287.135, Florida Statutes, as may be amended, by entering into this Contract or performing any work in furtherance hereof, the Construction Manager certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to Section 215.4725, Florida Statutes, as may be amended. Pursuant to Section 287.135(3)(b), Florida Statutes, as may be amended, if the Construction Manager 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 Owner.

When contract value is greater than $1 million: As provided in Section 287.135, Florida Statutes, as may be amended, by entering into this Contract or performing any work in furtherance hereof, the Construction Manager certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Terrorism Sectors List created pursuant to section 215.473, Florida Statutes, as may be amended, or is engaged in business operations in Cuba or Syria. Pursuant to section 287.135(3)(a), Florida Statutes, as my be amended, if the Construction Manager is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or been engaged in business operations in Cuba or Syria, or has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, this Contract may be terminated at the option of the Owner.

If the Owner determines, using credible information available to the public, that a false certification has

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been submitted by the Construction Manager, this Contract may be terminated and a civil penalty equal to the greater of $2 million or twice the amount of this Contract shall be imposed, pursuant to Section 287.135, Florida Statutes, as may be amended. Said certification must also be submitted at the time of Contract renewal, if applicable.

6. Replacement of Article 15. Article 15, Non-Discrimination, of the Contract is hereby deleted in its entirety and replaced with the following:

**ARTICLE 15**
**NON-DISCRIMINATION**

The Owner 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 Construction Manager warrants and represents that throughout the term of this 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 this Contract.

As a condition of entering into this Contract, the Construction Manager represents and warrants that it will comply with the Owner's Commercial Nondiscrimination Policy as described in Resolution 2025-0748, as amended. As part of such compliance, the Construction Manager 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 sub- consultants, vendors, suppliers, or commercial customers, nor shall the company retaliate against any person for reporting instances of such discrimination. The Construction Manager 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 Owner's relevant marketplace in Palm Beach County. The Construction Manager understands and agrees that a material violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification or debarment of the Construction Manager from participating in Owner contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. The Construction Manager shall include this language in its subcontracts.

7. New Articles. The Contract is hereby amended to add the following:

**ARTICLE 21**
**DIGITAL ACCESSIBILITY COMPLIANCE**

The Construction Manager acknowledges that the Owner is a public entity subject to Title II of the Americans with Disabilities Act (ADA) and applicable federal accessibility regulations. The Construction Manager 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 Owner 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 Owner, including but not limited to PDFs, reports, forms,

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presentations, and public-facing materials, shall be provided in an accessible format compliant with the applicable accessibility standard at the time of delivery. The Construction Manager shall ensure that any updates, revisions, or modifications to such digital content remain compliant throughout the term of this Contract. Upon request, the Construction Manager shall provide documentation reasonably demonstrating accessibility compliance. If any deliverable is determined by the Owner to be noncompliant, the Construction Manager shall promptly remediate the noncompliance at no additional cost to the County and within a timeframe specified by the Owner. The Construction Manager 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 Owner is provided.

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

## ARTICLE 22
## E-VERIFY -EMPLOYMENT ELIGIBILITY

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

The Construction Manager shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in Section 448.095(1)(f), Florida Statutes, as may be amended. The Construction Manager shall maintain a copy of any such affidavit from a subcontractor 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.

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

## ARTICLE 23
## PROHIBITION AGAINST USING DIVERSITY, EQUITY AND INCLUSION MATERIAL – Sec. 287.139, Fla. Stat.

The Construction Manager hereby certifies to the Owner that the Construction Manager does not and will not use Owner funds in requiring its employees, contractors, volunteers, vendors, or agents to ascribe to, study, or be instructed using materials relating to diversity, equity, and inclusion as defined in Section 125.595, Florida Statutes, as amended.

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8. Replacement of Appendices. Appendix A and Appendix 1 to the Contract are hereby deleted in their entirety and replaced with Appendix A to this Amendment. The parties agree that Appendix A to this Amendment shall control in the event of any conflict with any other appendix or attachment to this Contract, including where similar or related provisions appear in such appendices or attachments.

9. Human Trafficking Affidavit. The Construction Manager warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. The Construction Manager has executed Attachment 1 to this Amendment, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

10. Incorporation by Reference. All Appendices and Attachments attached hereto are incorporated into this Amendment and the Contract by this reference.

11. Conflict. In the event of a conflict between the Contract and this Amendment, the terms of this Amendment shall control.

12. Remaining Terms in Force. Except as modified herein, all terms and conditions of the Contract shall remain in full force and effect.

13. Effective Date. This Amendment shall become effective when signed by both parties and approved by the Palm Beach County Board of County Commissioners.

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**IN WITNESS WHEREOF**, the parties have caused this Amendment to be signed by the Mayor of the Board of County Commissioners ("Board") and the Seal of the Board to be fixed hereto and attested by the Clerk of the Board, and Construction Manager, The Whiting-Turner Contracting Company, has caused these presents to be signed in its corporate the day and year first written above.

**ATTEST:**

**SHANNON RAMSEY-CHESSMAN CLERK**
**CLERK of the CIRCUIT COURT**
**& COMPTROLLER AD INTERIM**

By:_____
Deputy Clerk

**PALM BEACH COUNTY, FLORIDA**
**BOARD OF COUNTY COMMISSIONERS**

By:_____
**Sara Baxter, Mayor**

**APPROVED AS TO FORM**
**AND LEGAL SUFFICIENCY**

By:_____
County Attorney

**APPROVED AS TO TERMS**
**AND CONDITIONS**

By:_____
Director of Airports

**WITNESS:**
**FOR CONSTRUCTION MANAGER**

DocuSigned by:
Michael Avni
5EE11CE92511464...
Signature

Michael Avni
Name (type or print)

**CONSTRUCTION MANAGER:**

Initial

DocuSigned by:
Brent A Voyles
3F6DAB073D2F49A...
By:_____
Signature

DS

Brent A Voyles
Name (type or print)

Sr. Vice President
Title

(Corporate Seal)

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# APPENDIX A

# FEDERAL CONTRACT PROVISIONS

Docusign Envelope ID: FF16C02E-995D-8B6E-8045-B0ACC3E4660E

## A1 ACCESS TO RECORDS AND REPORTS

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

The Construction Manager shall ensure this provision is included in all subcontracts and lower-tier contracts for Work under this Contract.

## A2 BREACH OF CONTRACT TERMS

Construction Manager shall incorporate administrative, contractual or legal remedies in the event that a subcontractor violates or breaches contract terms, including appropriate sanctions and penalties. This provision applies to all subcontracts that exceed the simplified acquisition threshold as stated in 2 CFR Part 200, Appendix II (A). Construction Manager acknowledges that the threshold may be adjusted for inflation and is currently $350,000.

The following language shall satisfy the requirements of this provision If the Construction Manager uses different language, the language must fully satisfy the requirements of 2 CFR Part 200.

### A2.1 BREACH OF CONTRACT TERMS CLAUSE

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

Construction Manager will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Construction Manager's notice will identify a specific date by which the Contractor must correct the breach. Construction Manager may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the Construction Manager's notice.

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

## A3 BUY AMERICAN PREFERENCE

The Construction Manager acknowledges that all materials, iron, steel, manufactured products, and construction materials used in Federal Aviation Administration funded construction projects are subject to the Buy American Preference requirements set forth in 49 U.S.C. § 50101, Executive Order 14005, and

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the Build America, Buy America Act (BABA), as further described in the FAA Contract Provision Guidelines. All iron, steel, manufactured products, and construction materials incorporated into the Work must be produced in the United States unless an FAA-approved waiver has been issued, the product appears on the FAA Nationwide Buy American Waivers list, or it is listed as an Excepted Article, Material, or Supply under FAR 25.108.

**Construction Manager Obligations and Flow-Down**

The Construction Manager shall ensure full compliance with all Buy American and BABA requirements for materials furnished or installed by the Construction Manager or any subcontractor. The Construction Manager shall:

1. Include the FAA-required Buy American certification as set forth in Section A3.1 below in all construction solicitations issued under its Guaranteed Maximum Price (GMP) packages and all other procurement packages.
2. Flow down all applicable Buy American and BABA requirements into every solicitation and every subcontract, purchase order, supplier agreement, and lower-tier contract for materials, equipment, or construction work.
3. Require each subcontractor and supplier to provide evidence of domestic origin, including documentation necessary to demonstrate compliance with FAA requirements, such as Content Percentage Worksheets, Final Assembly Questionnaires, or other FAA-specified documentation.
4. Verify that subcontractors and suppliers understand that no non-domestic iron, steel, manufactured products, or construction materials may be incorporated into the project without a valid FAA waiver.

**Waiver Requests**

If the Construction Manager or any subcontractor intends to request a waiver, the Construction Manager shall:

- Notify the Owner immediately;
- Submit all documentation required by the FAA to Owner, including market research records, cost analyses, and domestic content calculations;
- Ensure that no procurement or installation of non-domestic products occurs until the FAA issues a determination and the waiver has completed the FAA Notice of Determination posting period.

**Responsibility for Compliance**

The Construction Manager is responsible for the compliance of all subcontractors, suppliers, and lower-tier entities. Failure of any tier to comply with Buy American or BABA requirements, including failure to provide documentation or improper installation of non-domestic materials, constitutes a breach of this Contract by the Construction Manager. The Owner may withhold payment, require removal and replacement of non-compliant materials, or pursue other remedies authorized by federal regulation.

Docusign Envelope ID: FF16C02E-995D-8B6E-8045-B0ACC3E4660E

**Certification**

The Construction Manager shall submit to the Sponsor the appropriate FAA Buy American Certification for Work at the time of GMP submission or other milestone required by the Owner. All subcontractors and suppliers must submit corresponding certifications as a condition of award and payment.

For purposes of this Appendix B, per Executive Order 14005 "Made in America Laws" means all statutes, regulations, rules, and Executive Orders relating to federal financial assistance awards or federal procurement, including those that refer to "Buy America" or "Buy American," that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States.

## A3.1 BUY AMERICAN PREFERENCE CLAUSES

### A3.1.1 Certification of Compliance with FAA Buy American Preference Statement

**FAA BUY AMERICAN PREFERENCE**

The Contractor certifies that its bid/offer is in compliance with 49 U.S.C. § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The bidder or offeror must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

The bidder or offeror certifies procurement of certain rolling stock using FAA grant funds will prohibit airports from using Federal financial assistance to procure buses or rail car vehicle rolling stock from covered entities.

Docusign Envelope ID: FF16C02E-995D-8B6E-8045-B0ACC3E4660E

### A3.1.2 Certification of Compliance with FAA Buy American Preference – Construction Projects

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 U.S.C. § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e., not both) by inserting a checkmark (ü) or the letter "X".

☐ Bidder or offeror hereby certifies that it will comply with 49 U.S.C. § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:

a) Only installing iron, steel and manufactured products produced in the United States;

b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.

c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or

d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

a) To provide to the Airport Sponsor or the FAA evidence that documents the source and origin of the iron, steel, and/or manufactured product.
b) To faithfully comply with providing U.S. domestic products.
c) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
d) Certify that all construction materials used in the project are manufactured in the U.S.

☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 U.S.C. § 50101(a) but may qualify for a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

a) To the submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.

Docusign Envelope ID: FF16C02E-995D-8B6E-8045-B0ACC3E4660E

b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

**Required Documentation**

**Type 2 Waiver (Nonavailability) -** The iron, steel, manufactured goods or construction materials or manufactured goods are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

**Type 3 Waiver** – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the "facility/project." The required documentation for a Type 3 waiver is:

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
b) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
d) Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

**Type 4 Waiver** (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

a) A completed Content Percentage Worksheet and Final Assembly Questionnaire from
b) At minimum two comparable equal bids and/or offers;
c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
d) Completed waiver applications for each comparable bid and/or offer.

Docusign Envelope ID: FF16C02E-995D-8B6E-8045-B0ACC3E4660E

**False Statements**: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

| | |
|---|---|
| Date | Signature |
| Company Name | Title |

### A3.1.3 Certification of Compliance with FAA Buy American Preference – Equipment/Building Projects

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 U.S.C. § 50101, and other Made in America Laws, U.S. statutes, guidance, and FAA policies by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (ü) or the letter "X".

☐ Bidder or offeror hereby certifies that it will comply with 49 U.S.C. § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:

a) Only installing steel and manufactured products produced in the United States;
b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.
c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

a) To provide to the Airport Sponsor or FAA evidence that documents the source and origin of the steel and manufactured product.
b) To faithfully comply with providing U.S. domestic product.
c) To furnish U.S. domestic product for any waiver request that the FAA rejects.

Docusign Envelope ID: FF16C02E-995D-8B6E-8045-B0ACC3E4660E

d) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 U.S.C. § 50101(a) but may qualify for a Type 3 waiver under 49 U.S.C. § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

a) To submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.

b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.

c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.

d) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

**Required Documentation**

**Type 2 Waiver (Nonavailability)** - The iron, steel, manufactured goods or construction materials are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is:

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire

b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;

c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

**Type 3 Waiver** – The cost of the item components and subcomponents produced in the United States is more that 60 percent of the cost of all components and subcomponents of the "item". The required documentation for a Type 3 waiver is:

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;

b) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108 (products of unknown origin must be considered as non-domestic products in their entirety).

c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.

d) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Docusign Envelope ID: FF16C02E-995D-8B6E-8045-B0ACC3E4660E

**Type 4 Waiver (Unreasonable Costs)** - Applying this provision for iron, steel, manufactured goods or construction materials, would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire from
b) At minimum two comparable equal bidders and/or offerors;
c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
d) Completed waiver applications for each comparable bid and/or offer.

**False Statements**: Per 49 U.S.C. § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

| | |
|---|---|
| Date | Signature |
| Company Name | Title |

## A4 CIVIL RIGHTS - GENERAL

### A4.1 GENERAL CIVIL RIGHTS PROVISION

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

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

The above provision binds the Construction Manager and subcontractors from the bid solicitation period through the completion of the Contract.

Construction Manager shall ensure this provision is incorporated in all subcontracts and lower-tier contracts for Work under this Contract.

## A5 CIVIL RIGHTS – TITLE VI ASSURANCE

### A5.1 MANDATORY SOLICITATION CLAUSE

The Construction Manager must include the Title VI Solicitation Notice set forth below in:

1) All bids, requests for proposals, or any work subject to Title VI regulations regardless of funding source; and
2) All proposals for negotiated agreements regardless of funding source.

Docusign Envelope ID: FF16C02E-995D-8B6E-8045-B0ACC3E4660E

### A5.1.1 Title VI Solicitation Notice

**Title VI Solicitation Notice:**

Palm Beach County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4), 28 CFR § 50.3, and 49 CFR Part 21, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all contractors will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of the owner's race, color, national origin, sex, creed, age, or disability in consideration for an award.

### A5.2 Title VI List of Pertinent Nondiscrimination Acts and Authorities

**Title VI List of Pertinent Nondiscrimination Acts and Authorities:**

During the performance of the Contract, the Construction Manager, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964) including amendments thereto;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 .U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (P.L. 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681, et seq).

Docusign Envelope ID: FF16C02E-995D-8B6E-8045-B0ACC3E4660E

The Construction Manager shall ensure incorporate the provisions of this Section in every subcontract and lower-tier contract for Work under this Contract.

### A5.2.1 Nondiscrimination Requirements/Title VI Clauses for Compliance

**Compliance with Nondiscrimination Requirements:**

During the performance of this contract, the Construction Manager, for itself, its assignees, and successors in interest, agrees as follows:

1. **Compliance with Regulations:** The Construction Manager (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Construction Manager, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin), creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Construction Manager will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including amendments thereto.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Construction Manager for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Construction Manager of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Construction Manager will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Construction Manager will so certify to the Owner or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance: In** the event of the Construction Manager's noncompliance with the non-discrimination provisions of the Contract, the Owner will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
    a. Withholding payments to the Construction Manager under the Contract until the Construction Manager complies; and/or
    b. Cancelling, terminating, or suspending the Contract, in whole or in part.

Docusign Envelope ID: FF16C02E-995D-8B6E-8045-B0ACC3E4660E

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

## A6 CLEAN AIR AND WATER POLLUTION CONTROL

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

The Construction Manager shall ensure this provision is in all subcontracts and lower-tier contracts that exceed $150,000.

## A7 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

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

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

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Construction Manager and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of $33 for each calendar day on which such individual was required or

Docusign Envelope ID: FF16C02E-995D-8B6E-8045-B0ACC3E4660E

permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

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

4. Subcontractors.

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

## A8 COPELAND "ANTI-KICKBACK" ACT

### A8.1 COPELAND "ANTI-KICKBACK" ACT

The Construction Manager must comply with the requirements of the Copeland "Anti-Kickback" Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Construction Manager and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Construction Manager and each subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

## A9 DAVIS-BACON REQUIREMENTS

*Construction* – Incorporate into all construction contracts and subcontracts that exceed $2,000 and include funding from the AIP.

*Equipment* – This provision applies to all equipment installation projects (e.g., electrical vault improvements) financed under the AIP that exceed $ 2,000. This provision does not apply to equipment acquisitions where the equipment is manufactured at the vendor's plant (e.g., SRE and ARFF vehicles)

Docusign Envelope ID: FF16C02E-995D-8B6E-8045-B0ACC3E4660E

## A9.1 DAVIS-BACON REQUIREMENTS

**Davis-Bacon Requirements**

The Construction Manager acknowledges that Federal Aviation Administration grant conditions require compliance with the Davis-Bacon Act for all construction, alteration, or repair work performed under this Contract exceeding $2,000. The Construction Manager shall incorporate the Mandatory Davis-Bacon Contract Clause, as set forth below, into every construction subcontract and every lower-tier subcontract.

**Applicability to Construction Manager**

The parties agree that the Construction Manager is generally engaged to provide professional construction management services and does not, by default, perform work classified as "laborers or mechanics." Accordingly, Davis-Bacon prevailing wage requirements apply to the Construction Manager only if the Construction Manager or its employees perform any portion of the Work that meets the definitions of "construction, alteration, or repair" under 29 CFR Part 5, as may be amended, and involves the employment of laborers or mechanics. If the Construction Manager elects to self-perform any such work or assigns its own personnel to perform tasks categorized as laborer or mechanic work including survey crew functions or other field activities, those employees shall be compensated in full compliance with Davis-Bacon requirements.

**Mandatory Flow-Down Requirements**

The Construction Manager shall ensure that all subcontractors and all lower-tier subcontractors performing construction work comply with the Davis-Bacon Act, its implementing regulations, and all reporting, certification, and recordkeeping obligations. The Construction Manager shall:

1. Include the complete Mandatory Davis-Bacon Clause, without modification, in every construction subcontract and lower-tier subcontract.
2. Require each subcontractor to submit certified weekly payrolls in accordance with 29 CFR Part 5, as may be amended.
3. Enforce compliance with wage determinations, classifications, fringe benefits, and posting requirements at the job site.
4. Monitor subcontractor performance to ensure that no laborer or mechanic is paid less than the prevailing wage.
5. Promptly notify the Owner of any violations or suspected violations.

**Responsibility for Compliance**

The Construction Manager is fully responsible for administering and enforcing Davis-Bacon compliance across all tiers of construction participants. Failure of a subcontractor or lower-tier subcontractor to comply with Davis-Bacon requirements constitutes a breach of this Contract by the Construction Manager. Nothing in this provision limits the Owner's right to withhold payments or impose remedies for noncompliance as permitted by federal regulations and this Contract.

Docusign Envelope ID: FF16C02E-995D-8B6E-8045-B0ACC3E4660E

**Mandatory Davis Bacon Contract Clause**

1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under regulations implementing the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor,

Docusign Envelope ID: FF16C02E-995D-8B6E-8045-B0ACC3E4660E

Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding. The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at

Docusign Envelope ID: FF16C02E-995D-8B6E-8045-B0ACC3E4660E

the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (*e.g.,* the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at *https://www.dol.gov/agencies/whd/government-contracts/construction/payroll-certification* or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

Docusign Envelope ID: FF16C02E-995D-8B6E-8045-B0ACC3E4660E

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) That each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage

Docusign Envelope ID: FF16C02E-995D-8B6E-8045-B0ACC3E4660E

rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at no less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

Docusign Envelope ID: FF16C02E-995D-8B6E-8045-B0ACC3E4660E

5. Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR §§ 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR § 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR § 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC § 1001.

## A10 DEBARMENT AND SUSPENSION

### A10.1 CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

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

Docusign Envelope ID: FF16C02E-995D-8B6E-8045-B0ACC3E4660E

### A10.1.1 CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

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

1. Checking the System for Award Management at website: http://www.sam.gov.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

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

## A11 DISADVANTAGED BUSINESS ENTERPRISE

The Construction Manager shall fully support and participate in the Owner's DBE Program and shall comply with all DBE requirements applicable to AIP-assisted construction contracts.

**Construction Manager Responsibilities**

The Construction Manager shall:

1. Incorporate all applicable DBE requirements into every subcontract, purchase order, supplier agreement, and lower-tier contract, including the mandatory DBE Contract Assurance clause required by 49 CFR § 26.13.
2. Ensure that all subcontract packages, bidding documents, GMP bid packages, and procurement solicitations issued by the Construction Manager clearly identify DBE requirements, including any project-specific DBE contract goals established by the Owner.
3. Require each subcontractor to comply with all DBE participation, documentation, reporting, prompt payment, and termination/replacement requirements described in 49 CFR Part 26 and the FAA Contract Provision Guidelines.
4. Collect all required DBE commitment forms, confirmations, good-faith effort documentation (if applicable), and any other DBE materials required under the Owner's DBE Program.
5. Provide regular DBE utilization updates to the Owner and promptly notify the Owner of any anticipated changes in DBE participation.

**Flow-Down Requirements**

Docusign Envelope ID: FF16C02E-995D-8B6E-8045-B0ACC3E4660E

The Construction Manager shall include a clause in all subcontracts and lower-tier agreements requiring each subcontractor and supplier to:

- Not discriminate on the basis of race, color, national origin, or sex in the performance of work on the project;
- Carry out all applicable requirements of 49 CFR Part 26;
- Report DBE participation accurately;
- Provide DBE certifications and documentation when requested; and
- Obtain written Owner approval before removing or replacing any committed DBE subcontractor, in accordance with 49 CFR § 26.53.

**Responsibility for Compliance**

The Construction Manager is responsible for ensuring DBE compliance at **all tiers**. Failure of any subcontractor or supplier to comply with DBE requirements constitutes a breach of this Contract by the Construction Manager. The Owner may impose any remedy available under federal regulations, including payment withholding, disqualification, or termination.

## A11.1 REQUIRED PROVISIONS

### A11.1.1 Solicitation Language (Solicitations with a DBE Contract Goal)

The decision on whether DBE information is a matter of responsiveness or responsibility is set forth in the Owner's approved DBE program, and the Construction Manager should incorporate the applicable solicitation language accordingly. Special procedures apply in the case of negotiated procurements. In all cases, the Construction Manager must include the applicable solicitation language from the examples below.

Bid Information Submitted as a matter of responsiveness:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
2) A description of the work that each DBE firm will perform;
3) The dollar amount of the participation of each DBE firm listed under (1);
4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal
5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and

Docusign Envelope ID: FF16C02E-995D-8B6E-8045-B0ACC3E4660E

6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26 including any amendments thereto. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

Bid Information submitted as a matter of responsibility:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsibility, every Bidder or Offeror must submit the following information on the forms provided herein within five days after bid opening.

1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
2) A description of the work that each DBE firm will perform;
3) The dollar amount of the participation of each DBE firm listed under (1);
4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR Part 26 including any amendments thereto. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

Bid Information requirements for negotiated procurements:
In a negotiated procurement, such as a procurement for professional services, the Construction Manager may allow the bidder/offeror to make a contractually binding commitment to meet the goal at the time of bid submission or the presentation of initial proposals but provide the information required under the above *responsiveness* or *responsibility* procedures before the final selection for the contract is made by the recipient.

### A11.1.2 Solicitation Language (Solicitations with No DBE Contract Goal)

The Construction Manager shall include the following language in all solicitations without a DBE goal:

**DBE Solicitation Language**

The requirements of 49 CFR Part 26 including any amendments thereto apply to this contract. It is the policy of Palm Beach County to practice nondiscrimination based on race, color, sex, or national origin

Docusign Envelope ID: FF16C02E-995D-8B6E-8045-B0ACC3E4660E

in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

### A11.1.3 Prime Contracts (Contracts Covered by a DBE Program)

The Construction Manager shall include the following contract assurance in all contracts entered into under this Contract:

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

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

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

**Prompt Payment (49 CFR § 26.29; Florida Statutes § 218.735)**

Prompt Payment. In accordance with Florida's prompt payment laws for local government construction contracts, including Florida Statutes § 218.735, as may be amended, the Construction Manager shall pay each subcontractor and supplier for satisfactory performance of labor, services, or materials within ten (10) days after the Construction Manager receives payment from the Owner for the corresponding portion of the Work. If a subcontractor receives payment from the Construction Manager for labor, services, or materials furnished by its own subcontractors or suppliers, that subcontractor must remit payment within seven (7) days after receipt of payment from the Construction Manager.

Disputes. This provision does not prohibit the Construction Manager or any subcontractor from disputing, pursuant to the terms of the applicable contract, any portion of a payment alleged to be due, provided that the disputing party provides written notice to the affected subcontractor or supplier identifying:

1. the amount in dispute, and
2. the actions required to cure the dispute.
3. All undisputed amounts must be paid within the time limits required by Florida law.

Retainage. The Construction Manager shall release retainage to each subcontractor within ten (10) days after:

Docusign Envelope ID: FF16C02E-995D-8B6E-8045-B0ACC3E4660E

1. the subcontractor's work is satisfactorily completed and accepted; and
2. the Owner has released the corresponding retainage to the Construction Manager.

DBE Compliance. This prompt-payment obligation applies to all subcontractors, including both DBE and non-DBE firms, in accordance with 49 CFR § 26.29 and the FAA Contract Provision Guidelines. The Construction Manager shall not impose conditions that diminish or restrict prompt payment obligations required under federal or state law.

Mandatory Flow-Down. The Construction Manager shall include this Prompt Payment clause, in full and without modification, in every subcontract, sub-subcontract, purchase order, supplier agreement, and all lower-tier contracts for the Work. Each subcontract and lower-tier agreement shall:

1. Require payment within ten (10) days after receipt of payment from the next higher tier.
2. Require payment to lower-tier subcontractors and suppliers within seven (7) days after receipt of payment.
3. Require release of retainage within ten (10) days of satisfactory completion and release of retainage from the upper tier.
4. Permit payment delays only for documented good cause, with written notice of the dispute and required cure actions.
5. Require payment of all undisputed amounts within the statutory timeframes.
6. Incorporate all applicable FAA prompt-payment obligations and DBE protections.

Noncompliance. Failure by the Construction Manager or any subcontractor to comply with this Prompt Payment provision constitutes a material breach of this Contract. The Owner may exercise any remedy available under Florida law, federal law, and this Contract, including withholding payment, suspending work, or declaring the Construction Manager in default.

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

The Construction Manager shall comply with all federal regulations governing the participation of Disadvantaged Business Enterprises (DBEs), specifically including 49 CFR § 26.53(f). Failure by the Construction Manager to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the Owner deems appropriate.

Prohibition on Arbitrary Termination. The Construction Manager shall not terminate, reduce the scope of, or substitute a DBE subcontractor listed in the approved DBE participation plan without the prior written consent of the Owner. This restriction applies equally to any post-award reductions, scope modifications, or terminations of DBE commitments.

Good Cause Required for Termination. The Owner will grant written consent to terminate or substitute a DBE subcontractor only if the Owner determines, in its sole discretion, that the Construction Manager has good cause to do so. Under 49 CFR § 26.53(f), "good cause" includes, but is not limited to, situations where the listed DBE subcontractor:

- Fails or refuses to execute a written contract without good cause.

Docusign Envelope ID: FF16C02E-995D-8B6E-8045-B0ACC3E4660E

- Fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards, provided that the failure is not due to the bad faith or discriminatory actions of the Construction Manager.
- Fails or refuses to meet the Construction Manager's reasonable, nondiscriminatory bond requirements.
- Becomes bankrupt, insolvent, or exhibits creditworthiness issues.
- Is ineligible to work on public works projects because of suspension and debarment proceedings.
- Is determined by the Owner to be a non-responsible contractor.
- Voluntarily withdraws from the project and provides written notice of its withdrawal to the Owner.
- Is ineligible to receive DBE credit for the type of work required.
- An owner of the DBE subcontractor dies or becomes disabled, resulting in the inability to perform the subcontract.

Required Notification Process. Prior to requesting the Owner's authorization to terminate or substitute a DBE subcontractor, the Construction Manager must execute the following sequential steps:

1. Five-Day Notice to DBE: The Construction Manager must give written notice to the DBE subcontractor of its intent to request termination and/or substitution, stating the specific "good cause" reason(s). The Construction Manager must concurrently deliver a copy of this notice to the Owner.

2. DBE Opportunity to Respond: The Construction Manager must allow the DBE subcontractor at least five (5) calendar days to respond to the Construction Manager's notice. The DBE may advise the Construction Manager and the Owner of the reasons, if any, why it objects to the proposed termination and why the Owner should not approve the Construction Manager's action. If required by public necessity (e.g., safety), the Owner may specify a response period shorter than five days.

Substitution and Good Faith Efforts. If a DBE subcontractor is terminated with the Owner's written consent, or fails to complete its work on the contract for any reason, the Construction Manager must make good faith efforts to find another DBE subcontractor to substitute for the original DBE.

- The replacement DBE must perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the established contract goal.
- The Construction Manager must submit its documentation of good faith efforts to the Owner within seven (7) calendar days of the termination, which period may be extended by the Owner for an additional seven (7) calendar days upon a showing of reasonable necessity by the Construction Manager.

Mandatory Flow-Down. The Construction Manager shall incorporate the entire substance of this Termination of DBE Subcontracts provision, including this flow-down requirement, into every subcontract executed for the Work under this Contract. The Construction Manager shall require all subcontractors (regardless of tier) to strictly adhere to these notification, approval, and substitution requirements before terminating or substituting any lower-tier DBE subcontractor or supplier.

Docusign Envelope ID: FF16C02E-995D-8B6E-8045-B0ACC3E4660E

## A12 DISTRACTED DRIVING

The Construction Manager shall implement and enforce a policy prohibiting its employees, agents, and subcontractors from text messaging while driving a motor vehicle when performing any work, travel, or duties associated with this Contract.

The Construction Manager shall include this Distracted Driving/Text Messaging Clause set forth in Section A12.1 below, without modification, in all subcontracts, sub-subcontracts, purchase orders, supplier agreements, and lower-tier contracts exceeding the micro-purchase threshold set forth in 2 CFR § 200.320 (currently $15,000). Each subcontract or lower-tier agreement must require the subcontractor to:

- Adopt and enforce a text-messaging-while-driving prohibition for all employees and agents performing Work under this Contract;
- Promote policies and initiatives that reduce distracted driving; and
- Flow this requirement down to all lower-tier subcontractors performing Work under this Contract.

## A12.1 DISTRACTED DRIVING/TEXTING WHEN DRIVING CLAUSE

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding $15,000 that involve driving a motor vehicle in performance of work activities associated with the project.

## A13 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

The Construction Manager shall not procure, obtain, install, use, or contract for any covered telecommunications or video surveillance equipment, services, or systems in the performance of this Contract, regardless of tier, if such procurement or use would violate 2 CFR § 200.216. The Construction Manager must ensure that no portion of the Work, materials, systems, or services furnished under this Contract includes or relies on any prohibited telecommunications equipment or services.

The Construction Manager certifies that no covered telecommunications equipment or services will be used or provided for Work under this Contract and agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act P.L. 115-232, § 889(f)(1)). The

Docusign Envelope ID: FF16C02E-995D-8B6E-8045-B0ACC3E4660E

Construction Manager shall include the Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment Clause set forth in Section A13.1 below in all subcontracts.

### A13.1 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT CLAUSE

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

## A14 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

The Construction Manager acknowledges that the U.S. Department of Labor (DOL), Wage and Hour Division, administers the Fair Labor Standards Act (FLSA), which establishes federal standards for minimum wage, overtime compensation, recordkeeping, and child labor.
Under the FLSA, employees of enterprises engaged in interstate commerce, employees producing goods for interstate commerce, and employees handling, selling, or otherwise working on goods or materials that have moved in interstate commerce are covered by FLSA. Accordingly, all consultants, sub-consultants, contractors, and subcontractors performing work under this Contract must comply with the FLSA, regardless of tier.
The Construction Manager must ensure that all subcontractors and lower-tier entities comply with FLSA requirements applicable to their employees.

The Construction Manager shall comply with all applicable provisions of the Fair Labor Standards Act (29 U.S.C. § 201 et seq.) and all implementing regulations. The Construction Manager is responsible for ensuring that all wages, overtime, recordkeeping, and child-labor requirements are met for any employees performing work under this Contract.

The Construction Manager shall include the Federal Fair Labor Standards Act Clause set forth in Section A14.1 below, without modification, in solicitations and all subcontracts, sub-subcontracts, supplier agreements, consultant agreements, and lower-tier contracts for Work under this Contract.

### A14.1 Federal Fair Labor Standards Act Clause

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

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

Docusign Envelope ID: FF16C02E-995D-8B6E-8045-B0ACC3E4660E

## A15 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

The Construction Manager acknowledges that, pursuant to 31 U.S.C. § 1352 and Appendix A to 49 CFR Part 20, any consultant or contractor that applies or bids for an award of $100,000 or more under a federally-assisted contract must certify that no Federal appropriated funds have been paid or will be paid to any person or organization for the purpose of influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with obtaining any Federal contract, grant, loan, or cooperative agreement.

The Construction Manager further acknowledges that each tier of subcontractor must disclose any lobbying activities financed with non-Federal funds that take place in connection with obtaining a Federal award.

**Certification of Construction Manager.**

The Construction Manager certifies by signing and submitting its bid or proposal for this Contract, to the best of his or her knowledge and belief, that:

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

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

**Flow-Down Requirements.**

The Construction Manager shall include the Certification Regarding Lobbying Clause set forth in Section A15.1 below, without modification, in every solicitation for Work and every subcontract, sub-subcontract,

Docusign Envelope ID: FF16C02E-995D-8B6E-8045-B0ACC3E4660E

purchase order, consultant agreement, and lower-tier contract exceeding $100,000. Each lower-tier agreement shall:

1. Require the subcontractor to execute the mandatory Certification Regarding Lobbying;
2. Require disclosure of any non-Federal funds used for lobbying in connection with obtaining a Federal award;
3. Include the requirement that all lower-tier subcontractors further flow down this clause to any subcontractors of their own tiers; and
   Require immediate written notice to the Construction Manager and the Owner if any certification or disclosure becomes erroneous or incomplete due to changed circumstances.

### A15.1 CERTIFICATION REGARDING LOBBYING CLAUSE

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

(4) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(5) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(6) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

## A16 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

Construction Manager acknowledges and agrees that all contracts and subcontracts that result from this Contract incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect

Docusign Envelope ID: FF16C02E-995D-8B6E-8045-B0ACC3E4660E

as if given in full text. Construction Manager must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Construction Manager retains full responsibility to monitor its compliance and its subcontractors' compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). Construction Manager must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

The Construction Manager shall include this clause, without modification, in all subcontracts, sub-subcontracts, supplier agreements, consultant agreements, and lower-tier contracts for Work under this Contract.

## A17 PROCUREMENT OF RECOVERED MATERIALS

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

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

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

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

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

The Construction Manager shall include this clause, without modification, in all subcontracts, sub-subcontracts, supplier agreements, consultant agreements, and lower-tier contracts for Work under this Contract.

## A18 SEISMIC SAFETY

The Construction Manager acknowledges that, pursuant to the FAA Contract Provision Guidelines, this Seismic Safety provision applies to any contract involving the construction of new buildings or structural additions to existing buildings.

The Construction Manger shall ensure that all Work associated with the construction of a new building or any structural addition under this Contract, including work performed by subcontractors, conforms to a

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building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.

The Construction Manager shall include this clause, without modification, in every subcontract, sub-subcontract, consultant agreement, supplier agreement, and lower-tier contract associated with the construction of new buildings or structural additions for Work under this Contract.

## A19 TAX DELINQUENCY AND FELONY CONVICTIONS

The Construction Manager represents that:

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

2) it is not a corporation that was convicted of a criminal violation under any Federal law within the preceding twenty four (24) months.

For purposes of this Section A19, the terms "Felony Conviction" and "Tax Delinquency" shall have the meanings set for the below:

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

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

The Construction Manager shall include the Certification Regarding Tax Delinquency and Felony Convictions ("Certification") set forth in Section A19.1 below, without modification, in every solicitation and subcontract, sub-subcontract, consultant agreement, supplier agreement, and lower-tier contract associated with the construction of new buildings or structural additions for Work under this Contract.

If a lower-tier contractor responds in the affirmative to either of the representations set forth in the Certification, the Construction Manager shall notify the Owner in writing and provide all information concerning the tax liability or felony conviction necessary for the Owner to notify the FAA Airports District Office. The lower-tier contractor shall be ineligible to receive an award unless the Owner has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the

Docusign Envelope ID: FF16C02E-995D-8B6E-8045-B0ACC3E4660E

Government's interests. The Construction Manager shall ensure that no work begins and no subcontract is awarded until such SDO notification is received when an affirmative response has been provided.

### A19.1 CERTIFICATION REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The Contractor/Bidder must complete the following two certification statements. The Contractor/Bidder must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark in the space following the applicable response. The Contractor/Bidder agrees that, if awarded a contract, it will incorporate this provision for certification in all lower-tier subcontracts.

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

2) The Contractor/Bidder represents that it is ( ) is not (**X**) a corporation that was convicted of a criminal violation under any Federal law within the preceding twenty four (24) months.

## A20 TERMINATION OF CONTRACT

**Termination Requirements Applicable to AIP-Funded Contracts.**

Consistent with Appendix II to 2 CFR § 200 and the FAA Contract Provision Guidelines, all contracts and subcontracts in excess of $10,000 funded in whole or in part with FAA funds must include provisions addressing both Termination for Convenience and Termination for Cause (Default), including requirements for notice, opportunity to cure, effective date, and the basis for settlement of allowable costs.

**Controlling Contract Provisions.**

For the Construction Manager, the parties expressly agree that the termination-related provisions controlling this Contract are not located in this Appendix A, but are instead found elsewhere in the Contract, including, but not limited to:

- Section 6.0 of the Special Provisions (Termination for Convenience),
- Section 80-09 of the General Provisions (Termination for Cause / Default), and
- Any other sections of this Contract that address termination, suspension, cancellation, default, remedies, cure rights, settlement, discontinuation of the Work, or the Owner's rights upon cessation or resumption of work.

These termination provisions, regardless of their location outside this Appendix A, control and govern the rights and obligations of the Owner and Construction Manager. They supersede FAA model language to the extent they comply with and meet the minimum requirements of Appendix II to 2 CFR § 200 and the

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FAA Contract Provision Guidelines. Nothing in this Appendix A limits, overrides, or replaces any termination provisions established in this Contract.

The Construction Manager shall include all termination-related provisions of this Contract in every subcontract, supplier agreement, consultant agreement, purchase order, and lower-tier contract for Work under this Contract.

## A21 TRADE RESTRICTION CERTIFICATION

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

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

2) has not knowingly entered into any contract or subcontract for a project under this Contract with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

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

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

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

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

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

Docusign Envelope ID: FF16C02E-995D-8B6E-8045-B0ACC3E4660E

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

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

## A22 VETERAN'S PREFERENCE

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

## A23 DOMESTIC PREFERENCES FOR PROCUREMENTS

By executing this Contract, the Construction Manager certifies that, to the greatest extent practicable, it has provided, and will continue to provide, a preference for the purchase, acquisition, and use of U.S.-produced goods, products, and materials in compliance with 2 CFR § 200.322. This certification applies to all materials, supplies, equipment, and manufactured products procured or installed under this Contract.

The Construction Manager shall provide the Owner with this certification upon Contract execution and shall update and resubmit the certification upon request or when material changes occur in procurement practices or subcontractor use.

The Construction Manager shall include the clause set forth below, along with a corresponding certification requirement, without modification, in every subcontract, purchase order, supplier agreement, consultant agreement, and lower-tier contract associated with this Contract.

### A23.1 CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS CLAUSE

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

Docusign Envelope ID: FF16C02E-995D-8B6E-8045-B0ACC3E4660E

## A24 PROHIBITION OF COVERED UNMANNED AIRCRAFT SYSTEMS (UAS)

Construction Manager and all subcontractors are prohibited from using AIP grant funds to enter into, extend, or renew a contract for:

1) The operation, procurement, or contracting action with respect to a covered unmanned aircraft system (UAS); or
2) To any entity that operates a covered unmanned aircraft system (UAS) in the performance of such contract.

The term "Covered UAS" means a small unmanned aircraft, an unmanned aircraft, and unmanned aircraft system, or the associated elements of such aircraft and aircraft systems related to the collection and transmission of sensitive information (consisting of communication links and the components that control the unmanned aircraft) that enable the operator to operate the aircraft in the National Airspace System which is manufactured or assembled by a covered foreign entity; and an unmanned aircraft detection system or counter- UAS system that is manufactured or assembled by a covered foreign entity. These covered foreign entities include:

(a) The People's Republic of China.

(b) The Russian Federation.

(c) The Islamic Republic of Iran.

(d) The Democratic People's Republic of Korea.

(e) The Bolivarian Republic of Venezuela.

(f) The Republic of Cuba.

(g) Any other country the Secretary determines necessary.

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

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

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

Docusign Envelope ID: FF16C02E-995D-8B6E-8045-B0ACC3E4660E

The Construction Manager shall include the clause set forth in Section A24.2 below in every solicitation and every subcontract, supplier agreement, consultant agreement, purchase order, and lower-tier contract for Work under this Contract.

## A24.1 PROHIBITION OF COVERED UNMANNED AIRCRAFT SYSTEMS (UAS) CLAUSE

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

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

Bidder/Offeror/Contractor acknowledges and agrees that it cannot use AIP grant funds to enter into, extend, or renew a contract related to covered unmanned aircraft systems (UAS). This includes both procurement and operational contracts, as well as contracts with entities that operate such systems.

Docusign Envelope ID: FF16C02E-995D-8B6E-8045-B0ACC3E4660E

# ATTACHMENT 1

## NON-GOVERNMENTAL HUMAN TRAFFICKING AFFIDAVIT

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**ATTACHMENT 1**

**NONGOVERNMENTAL ENTITY HUMAN**
**TRAFFICKING AFFIDAVIT (§ 787.06, *Fla. Stat.*)**
THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of The Whiting-Turner Contracting Company (Construction Manager) and attest that Construction Manager 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.**

BAVoyles
(signature of officer or representative)

Brent Voyles
(printed name of officer or representative)

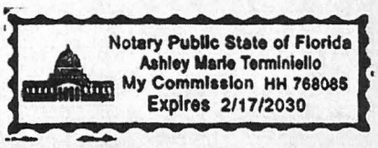
**State of Florida, County of Palm Beach**

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization this, 13th day of October 2026, by Brent Voyles.

Personally known ☒ OR produced identification ☐.

Type of identification produced _____.

Ashley Terminiello
NOTARY PUBLIC HH 768085
My Commission Expires: 2/17/2030
State of Florida at large




(Notary Seal)

# Contract History

[redacted]

DEPARTMENT OF AIRPORTS
CMAR PBI Campus Wide Facility Improvements
THE WHITING -TURNER CONTRACTING COMPANY
PB NO: PB 23-18
CONTRACT HISTORY

| | |
|---|---|
| ORIGINAL CONTRACT | Year 1-2 |
| RESOLUTION NO | R-2024-1554 |
| DATE APPROVED | 11/19/2024 |
| DBE Goal | 11.00% |
| EXPIRATION | 10/22/2026 |

| REF DOC | | DESCRIPTION | TIME (Cal Days) for Substantial | TIME (Cal Days) for Final | NTP | Substantial Completion Date | Final Completion Date | AMOUNT | CHANGE ORDER OR ADJUSTMENT | [1] CHANGE ORDER VALUE PLUS TIME | REVISED AMOUNT | LEAD DEPT APPROVAL | CRC APPROVAL | BCC APPROVAL | STATUS | TO/WO CLOSED |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| TO WT-001 | | Pre-Construction Services New Revenue Control Building | | | 2/25/25 | | | $56,957.00 | | | | $56,957.00 | | | Approved by Lead on 02/25/25 | |
| TO WT-002 | | Pre-Construction Services General Aviation FIS | | | 4/2/25 | | | $51,039.00 | | | | $51,039.00 | | | Approved by Lead on 04/02/25 | |
| Amendment No. 1 - Work Order WT-003 | | New Revenue Control Building - Generator Procurement | 336 | 366 | 8/19/25 | 7/21/26 | 8/20/26 | $561,780.00 | | | | | | $561,780.00 | August 19, 2025 Board Meeting (R2025-1078) | |
| | | | | | | | | | | | | | | | | |
| | | Total | 336 | 366 | | | | | | | $561,780.00 | | | | | |
| Amendment No. 2 - Work Order WT-004 | | New Revenue Control Building | 461 | 521 | 11/13/25 | 2/17/27 | 4/18/27 | $11,173,291.00 | | | | | | $11,173,291.00 | October 21, 2025 Board Meeting (R2025-1580) | |
| | | CO No. 1 - Relocation of Live Oak | 0 | 0 | | | | | $0.00 | $0.00 | | $0.00 | | | Approved by Lead on 04/9/26 | |
| | | CO No. 2 - Permit Revisions | 0 | 0 | | | | | $0.00 | $0.00 | | $0.00 | | | Pending Approval | |
| | | Total | 461 | 521 | | 2/17/27 | 4/18/27 | | | | $ 11,173,291.00 | | | | | |
| TO WT-005 | | Additional Pre-Construction Services General Aviation FIS | | | 3/16/2026 | | | $30,425.60 | | | | $30,425.60 | | | Approved by Lead on 03/13/26 | |
| TO WT-006 | | Pre-Construction Services Concourse C Roof Replacement | | | 4/14/2026 | | | $69,426.00 | | | | $69,426.00 | | | Approved by Lead on 04/14/26 | |
| Amendment No. 3 (PENDING) | | First One-Year Option | | | TBD | | | | | | | $0.00 | | | IN PROCESS | |
| | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | |
| | | Total | | | | | | $11,942,918.60 | $0.00 | | $11,735,071.00 | $207,847.60 | $0.00 | $11,735,071.00 | | |

**Approval Authority Project Specific Contracts**

| CO Value | Cumm CO Value | Authority | Days | Days | Authority |
|---|---|---|---|---|---|
| $0-100,000 | See Note 1 | Lead Dept | 180 | 180 | Lead Dept |
| $100,001-200,000 | See Note 1 | CRC | 180 | 180 | CRC |
| >$200,001 | See Note 1 | BCC | Over 180 | Over 180 | BCC |

**Approval Authority Annuals/Continuing Contracts/CM at Risk**

| CO Value | Authority | Days | Authority |
|---|---|---|---|
| $0-200,000 | Lead Dept | Time Extension of any Duration | Lead Dept |
| $200,001-299,999 | CRC | Time Extension of any Duration | CRC |
| >$300,000 | BCC | - | BCC |

**Special Rules - Revised as of 11/16/24**

***Special Rules Applicable only to Project Specific Construction Contracts:***

1 When the cumulative value of change orders to individual (project specific) construction contracts exceeds the greater of $375,000 or 10% of the original contract value, the Construction Department must submit a "receive and file" item to the BCC and the cumulative value is reset.

2 When time extensions to individual (project specific) construction contracts reach a cumulative limit of 180 days, the Construction Department must submit a "receive and file" item to the BCC and the cumulative value is reset.

3 For individual (project specific) construction contracts with a contract award exceeding $1,000,000, approval authority for time extensions is calculated by multiplying the number of days of the time extension by the liquidated damage amount in the executed contract, authority levels are then applied based on the formula value.

***Special Rules Applicable to Both Annual and Project Specific Construction Contracts:***

4 Construction Department Director or Committee may authorize deductive Change Orders based on dollar approval authority above of any amount (but decreases may not offset increases on the same Change Order for purposes of approval authority, unless directly related).

5 Construction Department Director may authorize Sales Tax Recovery Change Orders of any amount.

6 Construction Department Director may authorize $0 Contingency Use Directives (CUD Change Orders) (however a "receive and file" required when the CUD Change Order would have required BCC approval but for use of the contingency).

DEPARTMENT OF AIRPORTS
CMAR PBI Campus Wide Facility Improvements
THE WHITING -TURNER CONTRACTING COMPANY
PB NO: PB 23-18
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| | | | | | | | | | | | | | | | | |
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| | | CO No. 2 - Permit Revisions | 0 | 0 | | | | | $0.00 | $0.00 | | $0.00 | | | Pending Approval | |
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| | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | |
| | | Total | | | | | | $11,942,918.60 | $0.00 | | $11,735,071.00 | $207,847.60 | $0.00 | $11,735,071.00 | | |

**Approval Authority Project Specific Contracts**

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|---|---|---|---|---|---|
| $0-100,000 | See Note 1 | Lead Dept | 180 | 180 | Lead Dept |
| $100,001-200,000 | See Note 1 | CRC | 180 | 180 | CRC |
| >$200,001 | See Note 1 | BCC | Over 180 | Over 180 | BCC |

**Approval Authority Annuals/Continuing Contracts/CM at Risk**

| CO Value | Authority | Days | Authority |
|---|---|---|---|
| $0-200,000 | Lead Dept | Time Extension of any Duration | Lead Dept |
| $200,001-299,999 | CRC | Time Extension of any Duration | CRC |
| >$300,000 | BCC | - | BCC |

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2 When time extensions to individual (project specific) construction contracts reach a cumulative limit of 180 days, the Construction Department must submit a "receive and file" item to the BCC and the cumulative value is reset.

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***Special Rules Applicable to Both Annual and Project Specific Construction Contracts:***

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5 Construction Department Director may authorize Sales Tax Recovery Change Orders of any amount.

6 Construction Department Director may authorize $0 Contingency Use Directives (CUD Change Orders) (however a "receive and file" required when the CUD Change Order would have required BCC approval but for use of the contingency).

Backup Documents:

- Disclosure of Ownership Interests
- Signatory Information
- Certificate of Insurance

# DISCLOSURE OF OWNERSHIP INTERESTS

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

**STATE OF FLORIDA**
**COUNTY OF PALM BEACH**

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

1. Affiant appears herein as:
[ ] an individual ***or***
[ x ] the Senior Vice President of The Whiting-Turner Contracting Company.
*[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: 302 Knights Run Ave STE 930 Tampa Florida 33602.

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.*

BAVoyles
Brent Voyles, Affiant
*(Print Affiant Name)*

*The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this* 23rd *day of* September, 20 26, *by* Brent Voyles, *[X] who is personally known to me or [ ] who has produced* _____ *as identification and who did take an oath.*

Notary Public
Matthew Monnette
*(Print Notary Name)*
State of Florida County of Broward
My Commission Expires: December 13, 2027

MATTHEW M. MONNETTE
Commission # HH 472777
Expires December 13, 2027

## DISCLOSURE OF OWNERSHIP INTERESTS

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

| **Name** | **Address** |
| --- | --- |
| **None** | |
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# Detail by Entity Name

Foreign Profit Corporation
WHITING-TURNER CONTRACTING COMPANY THE

**Filing Information**

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Changed: 01/21/2000

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Changed: 01/21/2000

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CT CORPORATION SYSTEM
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PLANTATION, FL 33324

Name Changed: 03/06/1992

Address Changed: 11/06/1997

**Officer/Director Detail**

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**Annual Reports**

| Report Year | Filed Date |
|---|---|
| 2024 | 01/25/2024 |
| 2025 | 01/15/2025 |
| 2026 | 01/25/2026 |

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# Palm Beach County
## Compliance Summary Report

| Vendor Number | Vendor Name | AM Best Rating | Insurance Carrier | Policy # | Eff. Date | Exp. Date | Coverage | Contract Number | Contract Name |
|---|---|---|---|---|---|---|---|---|---|
| **DX00003050** | **The Whiting - Turner Contracting Company, Inc** | Modified | Compliant | | | | | PB 23-18 | CM at Risk for Campus Wide Facility Improvements |
| | | A++g , XV | The Travelers Indemnity Company of Connecticut | VTC2ECAP5788B223TCT26 | 8/1/2026 | 8/1/2027 | Auto Liability | | |
| | | A++g , XV | Travelers Property Casualty Company of America | cup8s99821a2625 | 8/1/2026 | 8/1/2027 | Excess Liability | | |
| | | A++g , XV | Travelers Property Casualty Company of America | vtc2jco5788b20atil26 | 8/1/2026 | 8/1/2027 | General Liability | | |
| | | A++g , XV | The Charter Oak Fire Insurance Company | UBB23133892625K | 8/1/2026 | 8/1/2027 | Workers Comp | | |
| | | A++g , XV | Travelers Casualty and Surety Company | UB6P9500382625R | 8/1/2026 | 8/1/2027 | Workers Comp | | |

**Risk Profile :** Standard - General Services

**Required Additional Insured :** Palm Beach County Board of County Commissioners

**Ownership Entity :**