Agenda Item #: 5B-1

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: November 17, 2026 | **[ ] Consent** | **[X] Regular** | **[ ] Workshop** | **[ ] Public Hearing**

Department: Facilities Development and Operations

I. EXECUTIVE BRIEF

Motion and Title: **Staff recommends motion to ratify:** Emergency Contract with Archaeological and Historical Conservancy, Inc. (Vendor) in the not-to-exceed amount of $1,007,228.74 to complete a Phase III archaeological assessment for the Cam D. Milani Park project.

Summary: The Cam D. Milani Park property comprises two (2) parcels totaling approximately 5.29 acres at 4705 S. Ocean Boulevard in the Town of Highland Beach (Town). Design and permitting for a public access beach park are nearing completion. A Phase III archaeological assessment is required to satisfy the Town's conditions of approval and protect cultural resources in areas that would be disturbed by construction. Archaeological and Historical Conservancy, Inc. (Vendor) completed the preliminary investigations as a subconsultant to Urban Design Studio, LLC (Consultant), under the Palm Beach County's (County) continuing planning and property development assistance contract (R2022-0844). However, insurance limitations and financial exposure associated with the additional scope, including potential impacts to the Consultant's Small Business Enterprise (SBE) certification, prevented continuation of the work through that arrangement. Staff estimated that a separate competitive procurement would require approximately one year or more before work could begin, in addition to the estimated twelve (12) months needed to complete the assessment. With design and permitting nearing completion, this additional delay would postpone required work necessary to advance the park toward construction, increase the risk of permit expiration and additional costs, and potentially affect the timely expenditure of Park Impact Fees. Engaging a different provider could also require additional time and expense to review prior investigations and develop familiarity with the site. Section 2-52 of the County Code of Ordinances permits emergency procurement when the delay associated with standard procurement requirements would be detrimental to the County's interests, health, safety, or welfare. Staff determined that the combined consequences of delaying this required work met that standard and executed a direct Emergency Contract with the Vendor to preserve continuity, protect the County's investment, and allow the project to proceed. The Vendor is a Florida not-for-profit corporation with its principal address in Davie, Florida (Broward County). Funding is from Park Impact Fees and was encumbered in Fiscal Year (FY) 2026, resulting in no additional fiscal impact for FY 2027. **(Planning and Real Estate) District 4 (MWJ)**

Background and Policy Issues: The property has been the subject of archaeological investigations since the 1940s. Its archaeological significance was a factor in the County's decision to acquire and protect it in 1987 for public enjoyment and recreational use. The Phase III assessment builds upon prior investigations through comprehensive exploration of areas where proposed improvements would disturb the ground. Section 2-54(f)(4) of the County Code of Ordinances authorizes the Director of Facilities Development & Operations to approve an Emergency Purchase of $300,000 or more when approval by the Board of County Commissioners (BCC) cannot be obtained in a timely manner, provided that the purchase is presented to the BCC for ratification as soon as possible following signature. This item presents the Emergency Contract for ratification under that authority. Additional information concerning the emergency determination, archaeological requirements, Vendor qualifications, scope, schedule, and cost review is provided beginning on Page 3. **(Continued on Page 3)**

Attachments:
1. Location Map
2. Emergency Contract – Archaeological and Historical Conservancy, Inc.

Recommended by: _____ 11/02/2026
Department Director **Date**

Approved by: _____ 11/8/26
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					
Program Income (County)					
In-Kind Match (County					
NET FISCAL IMPACT	-0-	-0-	-0-	-0-	-0-
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget: Yes X No ____
Is this item using Federal Funds? Yes ____ No X
Is this item using State Funds? Yes ____ No X

Budget Account No:

Fund 3602 **Dept** 581 **Unit** P897 **Object** 6505

Fund 3603 **Dept** 581 **Unit** P897 **Object** 6505

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

Funding for this project in the amount of $1,007,228.74 is from the Park Impact Fees (Fund 3602 @ $950,000 and Fund 3603 @ $57,228.74). There is no fiscal impact for FY 2027, as the contract funding was encumbered in FY2026.

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

OFMB 11/5/2026 AH 11/4

Contract Development and Control 11/5/26 2G 11.5.26

B. Legal Sufficiency:

11/5/26
Chief Assistant County Attorney

C. Other Department Review:

Department Director

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

(Continued from Page 1)

Emergency Contract and Circumstance

Section 2-52 of the County Code of Ordinances defines an "Emergency Purchase" as "a procurement made in response to a need when the delay incident to complying with all governing rules, regulations, or procedures would be detrimental to the interests, health, safety or welfare of the County." Staff determined that emergency procurement was warranted because the existing contractual arrangement could not accommodate the required Phase III archaeological assessment, and a new competitive procurement would introduce a delay of approximately one year or more, with consequences for the project's schedule, costs, permits, and planned use of Park Impact Fees.

The Vendor had performed archaeological services as part of the project team for years through its subcontract with the Consultant. As the scope and cost of the Phase III assessment were established, the Consultant determined that it could not undertake the additional subcontracted services without assuming an unacceptable level of business risk. Its insurance provided limited coverage for subcontracted archaeological work, and the additional contract amount presented a risk of exceeding the professional service revenue limitations applicable to its SBE certification. These circumstances prevented the County from proceeding with this phase of work through the existing contractual arrangement.

Staff evaluated a separate competitive solicitation for professional archaeological services and estimated that preparing and advertising the solicitation, evaluating responses, selecting a provider, negotiating the scope and fees, and awarding a contract would require approximately one year or more before work could begin. This procurement period would be in addition to the estimated eight (8) months of field work and four (4) months of analysis and reporting needed to complete the assessment.

With design and permitting nearing completion, the County could not advance construction in the affected areas without first completing the archaeological work required by the Town's conditions of approval. The assessment addresses potential archaeological deposits and human remains in areas that would be disturbed by the proposed improvements. Delaying its commencement would therefore postpone work necessary to proceed toward construction and public use, increase the risk of permit expiration, and potentially affect the timely expenditure of Park Impact Fees, which are subject to time and use restrictions. Staff determined that accepting this additional delay would expose the County to further costs and jeopardize timely delivery of a project in which substantial public funds have already been invested.

Engaging a different provider could introduce further delay and expense as that provider reviewed prior investigations and developed familiarity with the property, proposed improvements, and archaeological constraints. Staff considered the potential for duplicated effort and additional costs, as well as the value of maintaining continuity in the archaeological investigations. Retaining the Vendor allowed the County to proceed with a qualified archaeologist already familiar with the site and build upon the work completed to date.

Proceeding with the assessment also supports the BCC's July 7, 2026 direction. During consideration of the Capital Improvement Program Projects Status Update and Board Direction item (6B-2), the BCC concurred with staff's recommendation to continue planning, design, and permitting for Cam D. Milani Park. The assessment is a necessary step in advancing that work toward construction.

The inability to proceed under the existing contractual arrangement, combined with the estimated procurement delay and its consequences for the County, formed the basis for staff's emergency determination. The direct Emergency Contract allowed the required archaeological work to proceed while preserving the benefit of prior investigations and protecting the County's investment.

Section 2-54(f)(4) of the County Code of Ordinances authorizes the Director of Facilities Development & Operations to approve an Emergency Purchase of $300,000 or more when BCC approval cannot be obtained in a timely manner, provided that the purchase is presented to the BCC for ratification as soon as possible following signature. The Emergency Contract was executed

under this authority and is presented through this item for BCC ratification.

Requirements

Protection of archaeological resources is not only a County objective for Cam D. Milani Park, but also a requirement imposed by Town conditions of approval and Florida Statutes. Specifically, Condition No. 6 of 43 of the Town approval requires a Registered Professional Archaeologist be retained by the County to support project planning, development and construction. Condition 16 of 43 of the Town approval requires hand excavation of improvements and facilities that may impact any archaeological deposits or human remains. The latter translates to underground electric, water, sewer and drainage infrastructure, as well as foundations and pilings for vertical construction elements. Equivalent protective measures and practices are also required under Chapter 267, Florida Statutes.

Inasmuch, the Phase III archaeological assessment services that are the subject of this item are not discretionary but necessary and timely to maintain regulatory compliance, demonstrate the County and State stewardship of the property and its cultural resources, and avoid disturbance of archaeological resources or human remains at time of construction. Improper excavation could cause permanent damage and jeopardize regulatory compliance, potentially leading to work stoppages, corrective measures, and additional costs in excess of the contract amount and project budget. None of those results would be in the interest of the County.

Vendor Qualifications and Experience

The Vendor's Executive Director, Robert "Bob" Carr, has studied and practiced archaeology in Florida since the 1970s. The Vendor has been a known entity to the County for decades, having provided professional assistance and demonstrated the highest level of skill and competence in developing County policies and codes on historic preservation, GIS data layers, and archaeological surveys. Other County-owned properties and projects for which the Vendor has performed professional archaeology services for the County include the following:

- Pond Hawk Natural Area
- Cypress Creek Natural Area
- Lake Park Scrub Natural Area
- Juno Dunes Natural Area
- Hypoluxo Scrub Natural Area
- High Ridge Scrub Natural Area
- Limestone Creek
- Riverbend Park (15+ contracts)
- Loxahatchee Battlefield (5+ contracts)
- DuBois Park (3+ contracts)
- Carlin Park
- Ocean Inlet Park

Accordingly, the Vendor has a proven track record of success in rendering service to the County and does not pose an experimental arrangement for award of this Emergency Contract.

Vendor Services, Fees and Contract Amount

The scope of work performed under this contract includes archaeological excavation, artifact collection, visual and radiocarbon dating assessments of artifacts, and report completion for submission to the County and State. Due to the hand excavation method of advancing work and the amount of subsurface area to be assessed, an estimated eight (8) month duration is anticipated for completion of all field work. Reporting is estimated to require an additional four (4) months for completion. All artifacts will be transferred to the County upon work completion.

Vendor is a not-for-profit corporation, and as such, is positioned to provide lower rates than for-profit competitors. This also results in greater economy of scale for projects with a sizeable work demand such as Milani Park. These points are demonstrated by the following comparison table for other recent County projects requiring professional archaeological services:

Personnel/Position	Milani Park (Vendor) hourly rate	DuBois Pioneer Residence (Vendor) hourly rate	Loxahatchee Battlefield (Chronicle Heritage) hourly rate	Milani rate difference
Principal / Project Lead Archaeologist	$100.00	$137.50	$160.34 - $188.40	27-47% lower
Field Director / Field Archaeologist	$65.00	$92.50	$128.27	30-49% lower
Field Technician / Archaeological Technician	$45.00	$62.50	$112.24	28-59% lower
Collections Specialist / Collections Manager	$45.00	$75.00	N/A	40% lower
Graphics Coordinator / Technician	$65.00	$75.00	$108.23	13-39% lower

The $1,007,228.74 contract amount includes up to $840,707.95 for labor services and up to $166,520.79 for expenses including mileage, lodging, per diem, supplies and radiocarbon dating. A team of four (4) to six (6) individuals are deployed to the property each weekday over the eight (8) months of field work. A team of four (4) will collaborate to complete the analysis and report phase of work. The expenses are a material part of the service provision due to the limited pool of local archaeology professionals to perform this work and resulting use of qualified professionals requiring travel accommodations.

Prior to execution of the Emergency Contract, representatives of the Facilities Development & Operations and Parks and Recreation Departments, as well as the County Archaeologist, reviewed the Vendor's proposal and pricing and collectively agreed that the scope and cost was necessary, reasonable and consistent with experience and expectations.

Need

Cam D. Milani Park is required to maintain compliance with the developed beach park acreage per population (Level of Service Standard, or LOS) established in the Recreation and Open Space Element (ROSE) of the County's Comprehensive Plan. The property was acquired due to its location remote from other County beach parks, and as a strategic long-range plan to account for future growth. After years of construction deferral and continuous population growth, the project is now timely and remains well positioned for advancement into public service consistent with the ROSE, BCC approved Parks Master Plan, Stipulated Settlement Agreement between the Town and County, and ongoing project planning efforts. Approval of this Emergency Contract preserves the timely delivery of Cam D. Milani Park for public use and benefit as intended.

Funding

Funding for this Emergency Contract and at least a majority share of the approaching construction is from Park Impact Fees. Impact Fees are governed by Article 13.A.10.A.2 and require timely encumbrance and expenditure to avoid potential refund obligations. Impact Fees are also restricted to use in eligible zones only, and only for new capital facilities adding capacity to serve new development (i.e. no funding of operations). The Parks and Recreation Department has strategically planned for use of Park Impact Fees to fund the timely delivery of Cam D. Milani Park. This Emergency Contract supports the planned use of funds within the time, benefit zone and use limitations for Park Impact Fees being applied to deliver Cam D. Milani Park.

Based on the circumstances described above, staff determined that delaying the required archaeological assessment would expose the County to additional schedule, cost, and permitting risks. The Emergency Contract allowed this work to proceed while protecting the County's prior investment and supporting delivery of Cam D. Milani Park for public use. The project has been nearly 40 years in the making and represents millions of dollars in public investment to date.

ATTACHMENT # 1

LOCATION MAP

Project No: 2023-044804
Project Name: Cam D. Milani Park
Location: 4705 South Ocean Boulevard, Highland Beach, Florida 33487



Attachment #2
Emergency Contract for Archaeological Services
28 Pages

EMERGENCY CONTRACT
FOR
Archaeological Services

This Emergency Contract (Contract) is made as of August 18, 2026, by and between Palm Beach County, a political subdivision of the State of Florida (County), and Archaeological and Historical Conservancy, Inc., a Florida not for profit corporation, whose Federal Employer Identification Number is 59-1987998 (Vendor).

In consideration of the mutual promises, terms and conditions stated herein, the County and Vendor agree as follows:

ARTICLE 1
SERVICES

1.1 Vendor Responsibility. Vendor's responsibility under this Contract is to provide the archeological excavations, assessments and services (the Work) necessary to complete a Phase III archaeological assessment of the Milani Park parcel in accordance with the Scope of Work detailed in **Exhibit "A"**, which is incorporated herein by reference.

1.2 Additional Services/Modification of Services. The County may desire to add additional services to this Contract or to modify or delete services. Such additional services may be added to this Contract by a written modification signed by both parties, if needed. The parties must mutually agree in writing before Vendor is required to perform any additional services outside the scope of the Services.

1.3 Representative/Liaison. The County's representative/liaison during the performance of this Contract shall be Facilities Development & Operations Assistant Director Eric McClellan, telephone no. 561-233-0253.

Vendor's representative/liaison during the performance of this Contract shall be Robert Carr, Executive Director, telephone no. 954-792-9776.

ARTICLE 2
TERM

The Contract term shall continue until completion of all services and tasks set forth in **Exhibit "A"**, or until the earlier termination of this Contract as provided for herein. In the County requests significant modifications or changes to the general scope of the project, the time of performance of Vendor's services shall be adjusted equitably.

ARTICLE 3
COMPENSATION

3.1 Vendor Registration. In order to do business with County, Vendor must create a Vendor Registration Account or activate an existing Vendor Registration Account through the

Purchasing Department's Vendor Self Service ("VSS") system, which can be accessed at: https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService.

3.2 Payment Terms/Pricing. Vendor shall invoice the County on a monthly basis for completed Work according to the lump sum pricing set forth in **Exhibit "A"**. Vendor shall prepare a schedule of values for the Work to show a breakdown of the Contract sum corresponding to the payment request breakdown. The schedule of values must also show dollar value for each unit of Work scheduled. Change Orders shall be added as separate line items. The schedule of values shall be submitted to the COUNTY for review and approval prior to commencement of the Work. Contractor shall submit a monthly invoice, a pay application in the same format as the form attached in **Exhibit "C"** and the approved schedule of values to COUNTY. County agrees to pay the entire amount of all statements received from Vendor in accordance with Florida's Local Government Prompt Payment Act, sections 218.70 – 218.80, Florida Statutes, as may be amended, following receipt of any such statement; provided that Vendor has provided County with all supporting documentation that may be required.

3.3 Final Invoice. In order for both parties herein to close their books and records, Vendor will clearly state "final invoice" on Vendor's final/last billing to the County. This shall constitute Vendor's certification that all services have been properly performed and all charges and costs have been invoiced to County. Any other charges not properly included on this final invoice are waived by Vendor.

3.4 Availability of Funds. The County's performance and obligation to pay under this Contract for subsequent fiscal years, including automatic extensions of this Contract at the end of the initial term, is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

ARTICLE 4
TERMINATION

This Contract may be terminated by the Vendor upon sixty (60) days' prior written notice to the County in the event of substantial failure by the County to perform in accordance with the terms of this Contract through no fault of the Vendor. It may also be terminated, in whole or in part, by the County, with cause upon ten (10) business days' written notice to the Vendor or without cause upon fifteen (15) business days' written notice to the Vendor.

Unless the Vendor is in breach of this Contract, the Vendor shall be paid for services rendered to the County's satisfaction through the date of termination. After receipt of a termination notice, except as otherwise directed by the County in writing, the Vendor shall:

A. Stop work on the date and to the extent specified.
B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
C. Transfer all work in process, completed work, and other materials related to the terminated work to the County.
D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 5
TIME IS OF THE ESSENCE

Time is of the essence in this Contract, and Vendor agrees to promptly perform its duties under the Contract and will give the Work as much priority as is necessary to cause the Work to be completed on a timely basis in accordance with the schedule and deadlines set forth in Article 2.

ARTICLE 6
PERSONNEL

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

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

Vendor warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of Vendor's personnel (and all subcontractors), while on County premises, will comply with all County requirements governing conduct, safety and security.

ARTICLE 7
TRENCH SAFETY

Vendor shall follow the Trench Safety Standards as set forth in Sections 553.60 – 553.64, Florida Statutes, as may be amended. See attached **Exhibit "C"**, Trench Safety Affidavit, which is incorporated herein by reference.

ARTICLE 8
CHANGES

The parties acknowledge that the County may need to make changes in the Scope of Work, or unforeseen site conditions may exist whereby changes in the Scope of Work become necessary, and agree that any such changes in the Scope of Work may be done by the County issuing a Change Order, detailing the additional Scope of Work to be done and the agreed upon cost of completing the additional Scope of Work.

ARTICLE 9
NOTICES

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

If to the County at:

Director, Facilities Development & Operations
2633 Vista Parkway
West Palm Beach, FL 33411

With a copy to:

County Attorney's Office
301 North Olive Avenue
West Palm Beach, FL 33401

If to Vendor at:

Archaeological and Historical Conservancy, Inc.
Attn: Robert S. Carr, Executive Director
4800 SW 64th Ave, #109
Davie, Fl. 33314
Phone: (954) 798-9776
Email: archigcl@bellsouth.net

ARTICLE 10
MISCELLANEOUS PROVISIONS

10.1 Indemnification

Vendor shall protect, defend, reimburse, indemnify and hold County, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of the Vendor's performance of the terms of this Contract or due to the acts or omissions of Vendor.

This article shall survive termination or expiration of this Contract.

10.2 Insurance Required

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

A. Commercial General Liability: Vendor shall maintain Commercial General Liability at a limit of liability not less than $500,000 combined single limit for bodily injury and property damage each occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.

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

B. Business Auto Liability: The Vendor shall maintain Business Auto Liability insurance at a limit of liability not less than $500,000 combined single limit for property damage and bodily injury each accident. This requirement may be satisfied by amendment to the Commercial General Liability policy.

C. Workers' Compensation Insurance & Employer's Liability: Vendor shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes.

D. Professional Liability/Errors and Omissions: Vendor shall maintain Errors & Omissions Liability, or equivalent Professional Liability insurance with coverage for cyber liability and security breach at a limit of liability not less than $1,000,000 each occurrence, and $2,000,000 per aggregate. When a self-insured retention (SIR) or deductible exceeds $10,000, County reserves the right, but not the obligation, to review and request a copy of Vendor's most recent annual report or audited financial statement. For policies written on a "claims-made" basis, Vendor warrants the Retroactive Date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the term of this Contract, Vendor shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the contract term. The requirement to purchase a SERP shall not relieve the Vendor of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims-made" form. If coverage is provided on a "claims-made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.

E. Waiver of Subrogation: Except where prohibited by law, Vendor hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Vendor shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should Vendor enter into such an agreement on a pre-loss basis.

F. Certificates of Insurance: Upon request by County, Vendor shall deliver to the County or County's designated representative a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Contract have been obtained and are in force and effect. Certificates shall be issued to:

Palm Beach County Board of County Commissioners

And may be addressed:

c/o Director, Facilities Development
& Operations Department
2633 Vista Parkway
West Palm Beach, Florida 34111

G. Right to Revise or Reject: County, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements.

10.3 Successor and Assigns; Assignment

The County and the Vendor each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract.

Except as above, neither the County nor the Vendor shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

10.4 Access & Audits; Office of the Inspector General

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

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

10.5 Law and Venue; Remedies; No Third Party Beneficiaries

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in a court of competent jurisdiction located in Palm Beach County, Florida.

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and

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

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

10.6 Nondiscrimination

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

As a condition of entering into this Contract, the Vendor represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution R2025-0748, as amended. As part of such compliance, the Vendor shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Vendor retaliate against any person for reporting instances of such discrimination. The Vendor 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 discrimination. The Vendor understands and agrees that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification or debarment of the company from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Vendor shall include this language in its subcontracts.

10.7 Scrutinized Companies

10.7.1 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 Vendor 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 Vendor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Contract may be terminated at the option of the County.

10.7.2 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 Vendor 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 Vendor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or been engaged in business operations in Cuba or Syria, or has been placed on a list created pursuant to section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, this Contract may be terminated at the option of the County.

10.7.3 If the County determines, using credible information available to the public, that a false certification has been submitted by Vendor, 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.

10.8 Public Entity Crime Information Statement

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

10.9 Criminal History Records Check

The Vendor, Vendor's employees, subcontractors of Vendor and employees of subcontractors shall comply with Palm Beach County Code, sections 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), as may be amended, for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolutions R2013-1470, R2015-0572 and R2024-0549, as may be amended. The Vendor is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the Vendor acknowledges that its contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the County. This Contract may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and above referenced Resolutions, as amended. County staff representing the County department will contact the Vendor(s) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The Vendor shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the Contract and return them to the County. If the Vendor or its subcontractor(s) terminates an employee who has been issued a badge, the Vendor must notify the County within two (2) hours. At the time of termination, the Vendor shall retrieve the badge and shall return it to the County in a timely manner. The County reserves the right to suspend the Vendor if the Vendor 1) does not comply with the requirements of County Code sections 2-371 - 2-377, as may be amended; 2) does not contact the County regarding a terminated

Vendor employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

10.10 Entire Agreement

The foregoing constitutes the entire agreement between the parties with respect to the subject matter contained herein.

10.11 Independent Contractor

The Vendor is, and shall be, in the performance of all work, services, and activities under this Contract, an independent contractor and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Vendor's sole direction, supervision, and control, and shall be paid directly by Vendor. The Vendor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Vendor's relationship, and the relationship of its employees, to the County shall be that of an independent contractor and not as employees or agents of the County. The Vendor does not have the power or authority to bind the County in any promise, agreement, or representation other than specifically provided for in this Contract.

10.12 Federal and State Tax

The County is exempt from payment of Florida State Sales and Use Taxes. The County will sign an exemption certificate submitted by the Vendor. The Vendor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Vendor authorized to use the County's Tax Exemption Number in securing such materials. The Vendor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

10.13 Waiver, Accord and Satisfaction

The consent or approval by County to or of any act by Vendor requiring County's consent or approval shall not be deemed to waive or render unnecessary County's consent to or approval of any subsequent similar act by Vendor.

10.14 Construction

No party shall be considered the author of this Contract since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final agreement. Thus, the terms of this Contract shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Contract and the same shall remain in full force and effect.

10.15 Survival

Notwithstanding any early termination of this Contract, Vendor shall remain obligated hereunder

to perform any duty, covenant or obligation imposed upon Vendor hereunder arising prior to the date of such termination.

10.16 Public Records

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Vendor: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the Vendor shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The Vendor is specifically required to:

A. Keep and maintain public records required by the County to perform services as provided under this Contract.

B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The Vendor further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.

C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract, if the Vendor does not transfer the records to the public agency.

D. Upon completion of the Contract, the Vendor shall transfer, at no cost to the County, all public records in possession of the Vendor unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the Vendor transfers all public records to the County upon completion of the Contract, the Vendor shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically by the Vendor must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

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

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

10.17 E-Verify - Employment Eligibility

Vendor warrants and represents that it is in compliance with Section 448.095, Florida Statutes, as may be amended, and that it: 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 Vendor's subcontractor performing any duties and obligations of this Contract are registered with the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

Vendor shall obtain from each of its subcontractor 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)(k), Florida Statutes, as may be amended. Vendor 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.

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

10.18 Compliance with All Laws

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

10.19 Effective Date of Contract

This Contract is expressly contingent upon the approval of the Board, and shall not become

effective before signed by all parties and approved by the Board .

10.20 Disclosure of Foreign Gifts and Contracts with Foreign Countries of Concern

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

10.21 Human Trafficking Affidavit

Vendor warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Vendor has executed **Exhibit "D"**, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

10.22 Digital Accessibility Compliance

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

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

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

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

(Remainder of this page left blank intentionally)

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date first written above.

PALM BEACH COUNTY, a Political Subdivision of the State of Florida, by its Board of County Commissioners

By: Jennifer Ferriol
Digitally signed by Jennifer Ferriol
DN: DC=org, DC=pbcgov, OU=Enterprise, OU=PBC, OU=Users, CN=Jennifer Ferriol, E=JFerriol@pbc.gov
Reason: I am the author of this document
Location:
Date: 2026.08.18 20:28:03-04'00'
Foxit PDF Reader Version: 12.1.0

Jennifer Ferriol
Director, Facilities Development & Operations

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: Michael W. Jones
Digitally signed by Michael W. Jones
DN: DC=org, DC=pbcgov, OU=Enterprise, OU=CATT, OU=Users, CN=Michael W. Jones, E=MJones@pbc.gov
Reason: I am the author of this document
Location:
Date: 2026.08.17 14:26:11-04'00'
Foxit PDF Editor Version: 12.1.0

Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: Mark Broderick

Mark Broderick
Director, Business Operations

VENDOR
Archaeological and Historical Conservancy, Inc.

By: Robert J Carr
Robert Carr, Executive Director

(Witness)

Ryan Franklin
(Print Witness Name)

(Witness)

Mia Widdis
(Print Witness Name)

(SEAL)

DEBORAH BROWNFIELD
Notary Public - State of Florida
Commission # HH 355736
My Comm. Expires May 14, 2027
Bonded through National Notary Assn.

EXHIBIT "A"

SCOPE OF WORK & PRICING

Vendor will perform the following duties and responsibilities to complete the Work. Vendor shall complete an assessment to meet the guidelines for a Phase III archaeological assessment as required by County and State reviewing agencies to mitigate adverse impacts on affected parts of the Milani Park parcel. The project will be conducted in accordance with State Modular Three Guidelines. Documentation will include field excavation of units across parts of the site affected by proposed development. The Scope of Work and lump sum pricing is attached as Exhibit "A-1".

Exhibit A-1

MILANI PARK PRICE COST TABLE

Milani Park Price Cost Table **7/23/2026**

Pilings Mitigation (months #1-3)		COMPLETION STATUS: 10%
Task	Amount	
Excavation	$128,860.00	
Collections	$747.95	
Expenses		Total (est.)
To include mileage, lodging, per diem and supplies		$8,820.79
Total		$138,428.74

AHC Archaeological Phase III Exfiltration/Sewer Excavations Mitigation (month #4)						STATUS: 20%
Task	Position	Team	Total Staff	Hourly Rate	Hours	Cost
Excavation	Principal Archaeologist	N/A	1	$100.00	24	$2,400.00
Excavation	Field Director	N/A	1	$65.00	160	$10,400.00
Excavation	Bioarchaeologist	N/A	1	$80.00	20	$1,600.00
Excavation	Field Technician	3	9	$45.00	160	$64,800.00
Collections	Collections Specialist	1	3	$45.00	160	$21,600.00
Office	Administrative Assistant	N/A	1	$45.00	32	$1,440.00
Expenses		Total (est.)				
To include mileage, lodging, per diem and supplies		$9,200				
Total						$111,440.00

AHC Archaeological Phase III Exfiltration/Sewer Excavations Mitigation (month #5)						STATUS: 40%
Task	Position	Team	Total Staff	Hourly Rate	Hours	Cost
Excavation	Principal Archaeologist	N/A	1	$100.00	24	$2,400.00
Excavation	Field Director	N/A	1	$65.00	160	$10,400.00
Excavation	Bioarchaeologist	N/A	1	$80.00	20	$1,600.00
Excavation	Field Technician	5	15	$45.00	160	$108,000.00
Collections	Collections Specialist	1	3	$45.00	160	$21,600.00
Office	Administrative Assistant	N/A	1	$45.00	32	$1,440.00
Expenses		Total (est.)				
To include mileage, lodging, per diem and supplies		$34,000				
Total						$179,440.00

AHC Archaeological Phase III Exfiltration/Sewer Excavations Mitigation (month #6)						STATUS: 60%
Task	Position	Team	Total Staff	Hourly Rate	Hours	Cost
Excavation	Principal Archaeologist	N/A	1	$100.00	24	$2,400.00
Excavation	Field Director	N/A	1	$65.00	160	$10,400.00
Excavation	Bioarchaeologist	N/A	1	$80.00	20	$1,600.00
Excavation	Field Technician	5	15	$45.00	160	$108,000.00
Collections	Collections Specialist	1	3	$45.00	160	$21,600.00
Office	Administrative Assistant	N/A	1	$45.00	32	$1,440.00
Expenses		Total (est.)				
To include mileage, lodging, per diem and supplies		$34,000				
Total						$179,440.00

AHC Archaeological Phase III Exfiltration/Sewer Excavations Mitigation (month #7)						STATUS: 80%
Task	Position	Team	Total Staff	Hourly Rate	Hours	Cost
Excavation	Principal Archaeologist	N/A	1	$100.00	24	$2,400.00
Excavation	Field Director	N/A	1	$65.00	160	$10,400.00
Excavation	Bioarchaeologist	N/A	1	$80.00	20	$1,600.00
Excavation	Field Technician	5	15	$45.00	160	$108,000.00
Collections	Collections Specialist	1	3	$45.00	160	$21,600.00
Office	Administrative Assistant	N/A	1	$45.00	32	$1,440.00
Expenses		Total (est.)				
To include mileage, lodging, per diem and supplies		$34,000				
Total						$179,440.00

AHC Archaeological Phase III Exfiltration/Sewer Excavations Mitigation (month #8)						STATUS: 100%
Task	Position	Team	Total Staff	Hourly Rate	Hours	Cost
Excavation	Principal Archaeologist	N/A	1	$100.00	40	$4,000.00
Excavation	Field Director	N/A	1	$65.00	160	$10,400.00
Excavation	Bioarchaeologist	N/A	1	$80.00	40	$3,200.00
Excavation	Field Technician	5	15	$45.00	160	$108,000.00
Collections	Collections Specialist	1	3	$45.00	160	$21,600.00
Office	Administrative Assistant	N/A	1	$45.00	32	$1,440.00
Expenses		Total (est.)				
To include mileage, lodging, per diem and supplies		$34,000				
Total						$182,640.00

AHC Archaeological Phase III Analysis and Report Completion (months #9-12)				STATUS: 120%
Task	Position	Hourly Rate	Hours	Cost
Report	Principal Archaeologist	$100.00	80	$8,000.00
Report	Bioarchaeologist	$80.00	100	$8,000.00
Report	Graphics Technician	$65.00	80	$5,200.00
Report	Administrative Assistant	$45.00	60	$2,700.00
Expenses		Total (est.)		
To include radiocarbon dating and artifact analysis		$12,500		
Total				$36,400.00

TOTAL:				$1,007,228.74

EXHIBIT "B"

TRENCH SAFETY AFFIDAVIT

Archaeological and Historical Conservancy, Inc., hereby provides written assurance that the Trench Safety Standards identified in the Occupational Safety & Health Administration's Excavation Safety Standards, (OSHA) 29 C.F.R. 1926.650 Subpart P will be adhered to during trench excavation in accordance with Florida Statute 553.60 through 553.64 inclusive (1990), "Trench Safety Act".

The undersigned acknowledges that included in the various items of the scope of work and the pricing of this project proposal are costs for complying with the Florida "Trench Safety Act" as summarized below: (Attach additional sheets as necessary)

Schedule Item	Trench Safety Measure (Slope, Trench Shield, etc.)	Cost (Per Linear ft of trench, or per sq. ft. of shoring)
MONTHS 4-8	SLOPE: 45°	$1.60 per sq. foot
	TRENCH SHIELD: BRACED	
	PLYWOOD WITH POST	
	HOLDERS AND CROSS	
	BEAMS (2"x4")	
	Total	est $10,000

Robert S Carr 07/29/2026

(Signature) (Date)

Print Name and Title: ROBERT S. CARR DIRECTOR

State of FLORIDA
County of BROWARD

Subscribed and Sworn to (or affirmed) before me by means of X physical presence OR ___online notarization on this 29th day of July, 2026 by Robert S. Carr who is personally known to me or has presented (type of identification) as identification.

Notary Public Signature and Seal

Deborah Brownfield HH 355736
Print Notary Name and Commission Number

DEBORAH BROWNFIELD
Notary Public - State of Florida
Commission # HH 355736
My Comm. Expires May 14, 2027
Bonded through National Notary Assn.

EXHIBIT "C"

PAYMENT APPLICATION

Application And Certificate For Payment

Project: Emergency Contract - Archeological Excavations, Assessments and Services – Milani Park

To: Capital Improvements Division
2633 Vista Parkway
West Palm Beach, FL 33411

Application #: _____
Application Date: _____

Period Ending: _____

From: Archaeological & Historical Conservancy, Inc.
4800 SW 64th Ave, Suite 107
Davie, FL 33314

Commencement Date: _____
Contract Completion Date: _____

Application is made for payment as shown below and in accordance with the schedule of values and the Emergency Contract.

1. ORIGINAL CONTRACT SUM $ _____
2. LESS PREVIOUS CERT. FOR PAYMENT $ _____
3. CURRENT PAYMENT DUE $ _____
4. BALANCE TO FINISH $ _____

Certification for Payment:
The undersigned certifies that the work covered by this Application for payment has been completed in accordance with the Contract and that the current payment shown here is now due.

By: _____ Date: _____
Name/Title: _____

EXHIBIT "D"

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT

Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of ARCHAEOLOGICAL & HISTORICAL CONSERVANCY (Lessor) and attest that Lessor 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.

Robert S Carr
(signature of officer or representative)

ROBERT S. CARR EXECUTIVE DIRECTOR
(printed name and title of officer or representative)

State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization this, 29th day of July 2026, by Robert S. Carr.

Personally known ☒ OR produced identification ☐.

Type of identification produced Personally Known.

NOTARY PUBLIC
My Commission Expires:
State of Florida at large

(Notary Seal)

DEBORAH BROWNFIELD
Notary Public - State of Florida
Commission # HH 355736
My Comm. Expires May 14, 2027
Bonded through National Notary Assn.

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 8/17/2026 REQUESTED BY: R. Eric McClellan PHONE: 233-0253
FAX: 233-0210

PROJECT TITLE: Milani Park PROJECT NO.:2023-044804

ORIGINAL CONTRACT AMOUNT: N/A BCC RESOLUTION#: N/A

REQUESTED AMOUNT: $1,007,228.74 DATE: N/A

CSA or CHANGE ORDER NUMBER: Emergency Contract

CONSULTANT/CONTRACTOR: Archaeological and Historical Conservancy, Inc.

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT/CONTRACTOR: Completion of a Phase III archaeological assessment of the property in support of the proposed public park development.

CONSTRUCTION	$0
VENDOR SERVICES	$1,007,228.74
STAFF COSTS**	$0
EQUIP. / SUPPLIES	$0
CONTINGENCY	$0
TOTAL	$1,007,228.74

** *By signing this BAS your department agrees to these staff costs and your account will be charged upon receipt of this BAS by FD&O. Unless there is a change in the scope of work, no additional staff charges will be billed.*

BUDGET ACCOUNT NUMBER:

FUND: 3602	DEPT: 581	UNIT: P897	OBJ: 6505 - $950,000.00
FUND: 3603	DEPT: 581	UNIT: P897	OBJ: 6505 - $57,228.74

IDENTIFY FUNDING SOURCE FOR EACH ACCOUNT: (check *all* that apply)

☐ Ad Valorem (source/type: $1,007,228.74)

☐ Non-Ad Valorem (source/type: _____)

☐ Grant (source/type: _____)

☐ Park Improvement Fund (source/type: _____)

☐ General Fund ☐ Operating Budget ☐ Federal/Davis Bacon

☐ _____ ☐ _____ ☐ _____

SUBJECT TO IG FEE? ☑ ***YES*** ☐ ***NO***

Department: Parks and Recreation

BAS APPROVED BY: Jenny E Cuille DATE 8/17/2026

ENCUMBRANCE NUMBER: _____

C:\Users\RRaymond\Desktop\BAS.docx

DISCLOSURE OF OWNERSHIP INTERESTS

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

STATE OF FLORIDA
COUNTY OF PALM BEACH

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

1. Affiant appears herein as:
[ ] an individual *or*
[ ] the Executive Director of Archaeological + Historical Conservancy *[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: 4800 SW 64th Ave Suite 109 Davie, FL 33314

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.

Robert S Carr
ROBERT S CARR, Affiant
(Print Affiant Name)

The foregoing instrument was acknowledged before me by means of X *physical presence OR _____ online notarization this* 7th *day of* August, 20 26, *by* Robert S. Carr, [ ] *who is personally known to me or* [X] *who has produced _____ as identification and who did take an oath.*

DEBORAH BROWNFIELD
Notary Public - State of Florida
Commission # HH 355736
My Comm. Expires May 14, 2027
Bonded through National Notary Assn.

Notary Public
Deborah Brownfield
(Print Notary Name)
State of Florida at Large
My Commission Expires: May 14, 2027

EXHIBIT "A"

DISCLOSURE OF OWNERSHIP INTERESTS IN AFFIANT

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

Name **Address**

Client#: 1251706 ARCHAHIS1

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/29/2026

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

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

PRODUCER	CONTACT NAME: Frannie Sawyer	
USI Insurance Services LLC 2502 N Rocky Point Dr. Suite 400 Tampa, FL 33607 855 874-1270	PHONE (A/C, No, Ext): 855 874-0777	FAX (A/C, No):
	E-MAIL ADDRESS: frannie.sawyer@usi.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Evanston Insurance Company	35378
INSURER B : Bridgefield Employers Insurance Company	10701
INSURER C : Hartford Underwriters Insurance Company	30104
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Archaeological & Historical Conservancy
4800 SW 64 Avenue, Suite 107
Davie, FL 33314

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			3AB005384	04/29/2026	04/29/2027	EACH OCCURRENCE	$5,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	X BI/PD Ded:1,000						MED EXP (Any one person)	$5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$5,000,000
	POLICY X PRO-JECT LOC						GENERAL AGGREGATE	$5,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$5,000,000
								$
C	AUTOMOBILE LIABILITY			21UECHZ8587	09/10/2025	09/10/2026	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			83049693	12/05/2025	12/05/2026	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: Y	N/A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$1,000,000
A	Prof Liab -			MKLV2PEO002129	10/01/2025	10/01/2026	$2,000,000 Each Claim $2,000,000 Aggregate $5,000 Deductible	

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

** Workers Comp Information **
Proprietors/Partners/Executive Officers/Members Excluded:
Jeffrey Sheppard, Treasurer
Brian Conesa, Vice President
Mary Ellen Carter Gray, Secretary
(See Attached Descriptions)

CERTIFICATE HOLDER

Palm Beach County Board of
County Commissioners
2633 Vista Parkway
West Palm Beach, FL 33411

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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DESCRIPTIONS (Continued from Page 1)

Dr E Carter Burrus, President
Holly Griffin, Director

Certificate Holder Name Continues: c/o Director, Facilities Development & Operations Department

The General Liability policy includes an automatic Additional Insured endorsement that provides Additional Insured status to Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents, only when there is a written contract that requires such status, and only with regard to work performed by or on behalf of the named Insured. The General Liability policy contains a special endorsement with Primary and Noncontributory wording, when required by written contract. The General Liability and Workers Compensation policies include a Waiver of Subrogation endorsement in favor of the Certificate Holder as referenced above. The General Liability policy includes an endorsement providing that 30 days notice of cancellation will be given to the Certificate Holder by the Insurance Carrier.

MARKEL®

EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

SCHEDULE

Additional Premium:	$Included (Check box if fully earned ☒)

Please refer to each Coverage Form to determine which terms are defined. Words shown in quotations on this endorsement may or may not be defined in all Coverage Forms.

A. Who Is An Insured is amended to include as an additional insured any person or entity to whom you are required by valid written contract or agreement to provide such coverage, but only with respect to "bodily injury", "property damage" (including "bodily injury" and "property damage" included in the "products-completed operations hazard"), and "personal and advertising injury" caused, in whole or in part, by the negligent acts or omissions of the Named Insured and only with respect to any coverage not otherwise excluded in the policy.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. The insurance afforded to such additional insured will not be broader than that which you are required by the valid written contract or agreement to provide for such additional insured.

Our agreement to accept an additional insured provision in a valid written contract or agreement is not an acceptance of any other provisions of such contract or agreement or the contract or agreement in total.

When coverage does not apply for the Named Insured, no coverage or defense will apply for the additional insured.

No coverage applies to such additional insured for injury or damage of any type to any "employee" of the Named Insured or to any obligation of the additional insured to indemnify another because of damages arising out of such injury or damage.

B. With respect to the insurance afforded to these additional insured, the following is added to limits of insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the valid written contract or agreement; or
2. Available under the applicable limits of insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable limits of insurance shown in the Declarations.

All other terms and conditions remain unchanged.

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MARKEL®

EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name Of Person Or Organization:
Any person(s) or organization(s) with whom the Named Insured agrees, in a written contract executed prior to the "occurrence", to waive rights of recovery
Additional Premium: $ Included

The following is added to Condition **8.** Transfer Of Rights Of Recovery Against Others To Us under Section **IV** – Commercial General Liability Conditions:

We waive any right of recovery we may have against any person or organization shown in the Schedule of this endorsement. This waiver applies only to the person or organization shown in the Schedule of this endorsement.

All other terms and conditions remain unchanged.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket Waiver of Subrogation Applies

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Date Prepared: October 9, 2025

Carrier: Bridgefield Employers Insurance Company

Effective Date of Endorsement: December 5, 2025

Policy Number: 830-49693 Countersigned by: _____

Insured: Archaeological and Historical Conservancy Inc

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Ratification of Emergency Contract with Archaeological and Historical Conservancy, Inc.



Agenda Item 5X-X

Project Status & Required Archaeological Work

- Design and permitting for Cam D. Milani Park are nearing completion, consistent with the Board's July 7, 2026 direction to advance the project.
- Two (2) conditions of approval imposed by the Town of Highland Beach require the County to retain a Registered Professional Archaeologist and conduct hand excavation in areas where proposed improvements may affect archaeological deposits or human remains.
- To satisfy these requirements, the Phase III archaeological assessment will include hand excavation in areas of proposed disturbance, collection and assessment of artifacts, and reporting to the County and State.
- Completion of the assessment is expected to require approximately eight months of field work, followed by four months of analysis and reporting.

Emergency Procurement

- Archaeological and Historical Conservancy, Inc. (AHC) performed the preliminary investigations as a subconsultant to Urban Design Studio.
- Urban Design Studio could not accommodate the additional scope because of limited insurance coverage for archaeological work and financial exposure associated with the contract amount, including potential impacts to its SBE certification.
- A separate competitive procurement was estimated to require one year or more before work could begin, in addition to the twelve months needed to complete the assessment.
- That delay would postpone advancement toward construction and public use, increase the risk of permit expiration, and potentially affect timely expenditure of Park Impact Fees. Changing providers could introduce additional costs and duplicated effort.
- Staff determined that these combined consequences warranted emergency procurement under Section 2-52 of the County's Code of Ordinances, which permits its use when procurement delays would be detrimental to the County's interests, health, safety, or welfare.

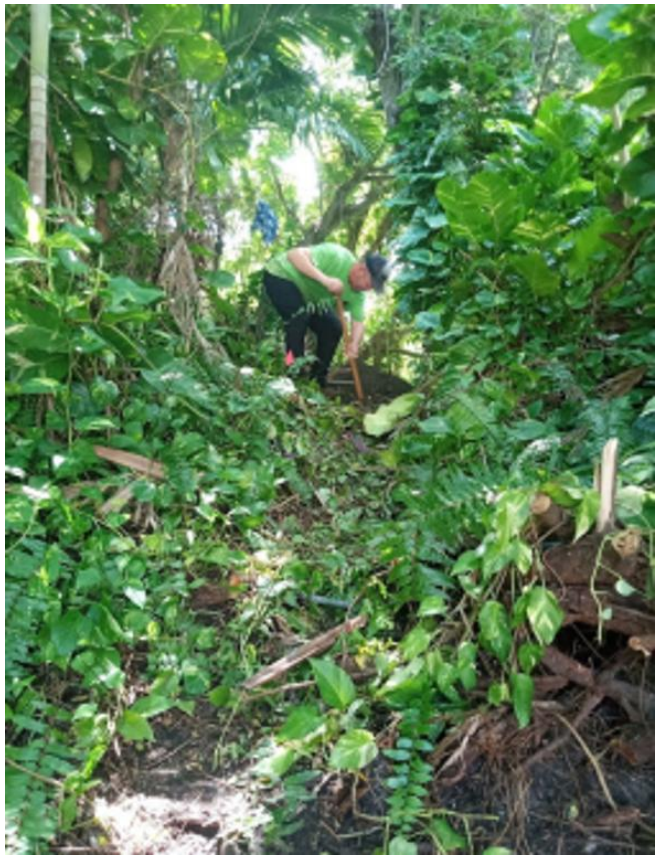
Cost Reasonableness

FDO, Parks and Recreation, and the County Archaeologist reviewed the scope, staffing, fees, and expenses and determined them to be necessary and reasonable.

AHC's proposed hourly rates are below those for comparable positions on the recent County archaeological projects.

Personnel/Position	Milani Park (Vendor) hourly rate	DuBois Pioneer Residence (Vendor) hourly rate	Loxahatchee Battlefield (Chronicle Heritage) hourly rate	Milani rate difference
Principal / Project Lead Archaeologist	$100.00	$137.50	$160.34 - $188.40	27-47% lower
Field Director / Field Archaeologist	$65.00	$92.50	$128.27	30-49% lower
Field Technician / Archaeological Technician	$45.00	$62.50	$112.24	28-59% lower
Collections Specialist / Collections Manager	$45.00	$75.00	N/A	40% lower
Graphics Coordinator / Technician	$65.00	$75.00	$108.23	13-39% lower

Staff Recommendation



- Staff respectfully requests that the Board ratify the Emergency Contract with Archaeological and Historical Conservancy, Inc., in an amount not to exceed $1,007,228.74, to complete the Phase III archaeological assessment for Cam D. Milani Park.

- Funding is from Park Impact Fees encumbered in FY 2026, with no additional fiscal impact in FY 2027.

- The contract is presented for ratification pursuant to Section 2-54(f)(4) of the County Code and supports the Board's direction to advance the project toward construction and public use.

THANK YOU

Questions/Comments