Agenda Item: 6A-1

PALM BEACH COUNTY GW/MS 7/0
BOARD OF COUNTY COMMISSIONERS R2022-1029

AGENDA ITEM SUMMARY

==========

Meeting Date: September 13, 2022 [ ] Consent [X] Regular [ ] Workshop [ ] Public Hearing

Submitted By: Department of Airports

==========

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

(A) The General Consulting Agreement with AVCON, Inc. (AVCON) for a term of two (2) years, with two one (1) year renewal options in the amount of $796,697.19 for the performance of Airport General Consulting Services related to the approved Palm Beach County Airports' Capital Improvement Program; and

(B) A Budget Transfer from Reserves in the amount of $796,698 to budget the AVCON contract.

Summary: In order to carry out the approved Capital Improvement Program for the County, the Department of Airports requires airport general consulting services. In accordance with Florida Statutes 287.055 and PPM CW-O-048, AVCON was competitively selected to provide these services. The initial agreement of a potential multi-year contract in the amount of $796,697.19 will provide the Department of Airports with the necessary continuing professional services to implement the following services: Level 1 Tasks – 2023 Annual Stormwater Pollution Prevention Plan (SWPPP) Compliance Monitoring, Inspection, and Training Services; 2022 Annual Airport Facilities Inspections and Level 3 Tasks – Miscellaneous Architectural, Engineering, Planning and Construction Consulting Services. Work to be completed under these Task III Services will be issued per the level of authority contained in PPM CW-F-050, by way of a separate proposal or task authorization. AVCON is an Orlando, Florida based firm; however, the majority of the work to be completed in this agreement will be completed and/or managed through their Boca Raton, Florida offices in conjunction with several Palm Beach County-based sub-consultants and firms. On September 1, 2021, the Goal Setting Committee established an Affirmative Procurement Initiatives (API) for this contract of a mandatory SBE subcontracting goal of 20%. The initial tasks to be awarded under the agreement contain SBE participation of 40.66%. AVCON is a State of Florida certified MBE firm and has committed to 37.75% SBE participation for this agreement. Pursuant to changes to Chapter 332, Florida Statutes, effective October 1, 2020, a governing body of a commercial service airport may not approve purchases of contractual services in excess of the Category Five threshold amount of $325,000 provided in Section 287.017, Florida Statutes, on a consent agenda. This agreement exceeds the threshold amount and must be approved on the regular agenda. **Countywide (AH)**

Background and Policy Issues: In order to procure professional services for planning, design/ engineering and construction-phase services for the County's airport system, the Department of Airports initiated a Request for Proposal on the following discipline – Airport General Engineering Consultant Services (DOA 21-12). On February 25, 2022, the Countywide Selection Committee selected AVCON to provide these services for the Department of Airports. The results of the referenced Selection Committee Meeting were sent to the BCC on March 1, 2022; the Department of Airports did not receive any requests to review the results and subsequently entered into negotiations with AVCON.

Attachments:

1. Contract with AVCON, Inc. – 3 Originals
2. Budget Transfer

==========

Recommended By: Gary M. Leyneh for Laura Beebe 8-16-2022
Department Director **Date**

Approved By: [signature] 8/30/22
County Administrator **Date**

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures	$796,698				
Operating Costs					
External Revenues (Grants)					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	$796,698				
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes ____ No X
Does this item include the use of federal 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:

A Budget Transfer of $796,698 in the Airport's Improvement and Development Fund to provide for the AVCON contract; including a transfer from Reserves in the amount of $796,698.

C. Departmental Fiscal Review: [signature]

III. REVIEW COMMENTS

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

[signature] 8/19/22
OFMB 8/18
8/19

[signature] 8/29/22
Contract Dev. and Control

B. Legal Sufficiency:

Anne Wehrend 8/30/22
Assistant County Attorney

C. Other Department Review:

Department Director

REVISED 11/17

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT)

22 0947

BUDGET TRANSFER

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA

Advantage Document Numbers:
BGEX 072522/1584

Fund 4111 Airport Passenger Improvement and Development Fund

Use this form to provide budget for items not anticipated in the budget.

ACCT.NUMBER	ACCOUNT NAME	ADOPTED BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 08/11/2022	REMAINING BALANCE
Expenditures								
121-A107-6505	Design Eng Mgmt	7,147,717	6,813,206	796,698		7,609,904	6,254,527	1,355,377
121-A900-9909	Reserves Improvement Program	19,773,212	9,634,244		796,698	8,837,546	0	8,837,546
	Total Appropriations & Expenditures	168,065,082	167,147,494	796,698	796,698	167,147,494	56,895,337	110,252,157

	Signatures	Date
OFMB		
INITIATING DEPARTMENT/DIVISION		8/12/22
Administration/Budget Department Approval		8/19/22
OFMB Department - Posted		

By Board of County Commissioners

At Meeting of

September 13, 2022

Deputy Clerk to the
Board of County Commissioners

STATE OF FLORIDA, COUNTY OF PALM BEACH
I, JOSEPH ABRUZZO, Clerk of the Circuit Court & Comptroller certify this to be a true and correct copy of the original filed in my office
on SEP 13 2022
dated at West Palm Beach, FL on SEP 16 2022
By: Deputy Clerk

Detail by Entity Name

Florida Profit Corporation
AVCON, INC.

Filing Information

Document Number	K22990
FEI/EIN Number	59-2890463
Date Filed	05/05/1988
State	FL
Status	ACTIVE

Principal Address

5555 EAST MICHIGAN STREET
SUITE 200
ORLANDO, FL 32822-2779

Changed: 11/21/2002

Mailing Address

5555 EAST MICHIGAN STREET
SUITE 200
ORLANDO, FL 32822-2779

Changed: 11/21/2002

Registered Agent Name & Address

SINGH, SANDEEP
5555 EAST MICHIGAN STREET
SUITE 200
ORLANDO, FL 32822

Name Changed: 03/26/1997

Address Changed: 02/06/2003

Officer/Director Detail

Name & Address

Title DCP

SINGH, SANDEEP
11138 BRIDGE HOUSE RD.
WINDERMERE, FL 34786

Title VP

BALDOCCHI, RICHARD V
750 ALBA DR.
ORLANDO, FL 32804

Title ST

KRISS, JAMES A
9348 THURLOE PLACE
ORLANDO, FL 32827-7003

Title Director

LEWIS, VIRGIL C
604 SAILBOAT DRIVE
NICEVILLE, FL 32578

Annual Reports

Report Year	Filed Date
2021	01/07/2021
2022	01/04/2022
2022	06/15/2022

Document Images

06/15/2022 -- AMENDED ANNUAL REPORT	View image in PDF format
01/04/2022 -- ANNUAL REPORT	View image in PDF format
01/07/2021 -- ANNUAL REPORT	View image in PDF format
01/07/2020 -- ANNUAL REPORT	View image in PDF format
01/08/2019 -- ANNUAL REPORT	View image in PDF format
01/16/2018 -- ANNUAL REPORT	View image in PDF format
01/04/2017 -- ANNUAL REPORT	View image in PDF format
01/06/2016 -- ANNUAL REPORT	View image in PDF format
01/07/2015 -- ANNUAL REPORT	View image in PDF format
01/22/2014 -- ANNUAL REPORT	View image in PDF format
01/10/2013 -- ANNUAL REPORT	View image in PDF format
01/23/2012 -- ANNUAL REPORT	View image in PDF format
01/04/2011 -- ANNUAL REPORT	View image in PDF format
01/28/2010 -- ANNUAL REPORT	View image in PDF format
01/15/2009 -- ANNUAL REPORT	View image in PDF format
01/04/2008 -- ANNUAL REPORT	View image in PDF format
01/04/2007 -- ANNUAL REPORT	View image in PDF format
01/07/2006 -- ANNUAL REPORT	View image in PDF format
01/10/2005 -- ANNUAL REPORT	View image in PDF format
01/05/2004 -- ANNUAL REPORT	View image in PDF format
02/06/2003 -- ANNUAL REPORT	View image in PDF format
01/14/2002 -- ANNUAL REPORT	View image in PDF format

04/04/2001 -- ANNUAL REPORT	View image in PDF format
05/31/2000 -- ANNUAL REPORT	View image in PDF format
02/26/1999 -- ANNUAL REPORT	View image in PDF format
01/27/1998 -- ANNUAL REPORT	View image in PDF format
03/26/1997 -- ANNUAL REPORT	View image in PDF format
04/23/1996 -- ANNUAL REPORT	View image in PDF format
02/06/1995 -- ANNUAL REPORT	View image in PDF format

R2022 1029

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

This Contract is made as of the _____ day of SEP 13 2022 2022, 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 **COUNTY**, and **AVCON, Inc.**, [ ] an individual, [ ] a partnership, [X] a corporation authorized to do business in the State of Florida, hereinafter referred to as the **CONSULTANT**, whose Federal I.D. is 59-2890463.

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

ARTICLE 1 - SERVICES

The CONSULTANT'S responsibility under this Contract is to provide professional/consultation services in the area of Airport General Consulting Services, as more specifically set forth in the Scope of Services detailed in Exhibit "A."

The COUNTY'S representative/liaison during the performance of this Contract shall be Mr. Gary M. Sypek, telephone no. 561-471-7474.

The CONSULTANT'S representative/liaison during the performance of this Contract shall be Mr. Mark Waller, telephone no. 803-530-2244.

ARTICLE 2 – PERFORMANCE PERIOD

The CONSULTANT shall commence services upon execution of this Contract and written Notice to Proceed from COUNTY. The term of this Contract shall be two (2) years, with two (2) one (1) year renewal options, the exercise of which are within COUNTY'S sole control and discretion. Continued performance of on-going services related to tasks authorized prior to the expiration of the Contract shall extend the term presented above to allow completion of the task. If required, an Amendment to the Contract may be issued to expand the scope of services to include any additional services needed to complete a task authorized prior to expiration of this Contract.

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

ARTICLE 3 - PAYMENTS TO CONSULTANT

a. The total amount to be paid by the COUNTY under this Contract for all services and materials including, if applicable, "out of pocket" expenses (specified in paragraph C below) shall not exceed a total contract amount of **Seven Hundred Ninety-Six Thousand Six Hundred Ninety-Seven Dollars and Nineteen Cents ($796,697.19)**. The CONSULTANT shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONSULTANT will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed

items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval. All invoices shall be submitted to the COUNTY'S representative within six (6) months of providing the invoiced services.

C. All requests for payment of "out-of-pocket" reimbursable expenses eligible for reimbursement under the terms of this Agreement shall include copies of said receipts, invoices, or other documentation acceptable to the Palm Beach County Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the scope of work described in this Agreement. Mileage charges shall identify the destination, number of miles, rate, and purpose of travel. Duplication charges shall describe the documents, purpose of duplicating, and rate charged. Any travel, per diem, mileage, meals, or lodging expenses, which may be reimbursable under the terms of this Agreement, will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes and Palm Beach County Policies and Procedures Manual Travel – PPM# CW-F-009. Requests for reimbursement of travel expenses shall include the use of Florida Department of Transportation Contractor Travel Form No. 300-000-06 to be submitted with the request for payment. CONSULTANT shall submit all portions of the travel-related reimbursable expenses at the same time in one request. The COUNTY has the right to disallow any travel-related expenses that a granting agency or the State of Florida has disallowed.

D. Lump sum project phases will be invoiced on a monthly basis based on total percentage complete. For lump sum projects, S/M/WBE subcontractors will be tracked separately. Time & Material task orders will be invoiced monthly based on total labor hours plus reimbursable expenses in accordance with a not to exceed amount.

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

F. In order to do business with Palm Beach County, CONSULTANTS are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService. If CONSULTANT intends to use sub-consultants, CONSULTANT must also ensure that all sub-consultants are registered as consultants in VSS. All subcontractor agreements must include a contractual provision requiring that the sub-consultant register in VSS. COUNTY will not finalize a contract award until the COUNTY has verified that the CONSULTANT and all of its sub-consultants are registered in VSS.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

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

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The COUNTY shall exercise its rights under this Article 4 within three (3) years following final payment.

ARTICLE 5 - TERMINATION

This Contract may be terminated by the CONSULTANT upon sixty (60) days' prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also be terminated, in whole or in part, by the COUNTY, with cause upon five (5) business days' written notice to the CONSULTANT or without cause upon ten (10) business days' written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. Compensation will not include anticipated profit on non-performed services. After receipt of a termination notice, except as otherwise directed by the COUNTY, in writing, the CONSULTANT shall:

A. Stop work on the date and to the extent specified.

B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY, including, but not limited to, all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the CONSULTANT under this Contract, whether complete or partially complete.

D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 - PERSONNEL

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

All of the services required under this Contract shall be performed by the CONSULTANT or under its

supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

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

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

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

ARTICLE 7 - SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONSULTANT is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. For services rendered by subcontractors retained by the CONSULTANT in connection with all services, the COUNTY shall pay the actual subcontractor fees to be paid by the CONSULTANT for these services.

The following subcontractors are anticipated to be utilized by the CONSULTANT, as necessary and approved by the COUNTY, to assist in the completion of various task authorizations:

- AECOM Technical Services, Inc.
- Apple Designs, Inc.
- Barnes Ferland & Associates, Inc.
- Brown & Phillips, Inc.
- Civil Design, Inc.
- Colomé & Associates, Inc.
- Earthology LLC
- Greywood Consulting Corporation
- JMorton Planning and Landscape Architecture, Inc.
- Johnson, Levinson, Ragan, Davila, Inc.
- O'Donnell, Nararotto, Mignogna & Jackson, Inc.
- Pacifica Engineering Services, LLC
- Quantum Electrical Engineering, Inc.
- Thompson Creative Collective
- Tierra South Florida, Inc.

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY and the provisions of this Article related to termination or substitution of S/M/WBE subcontractors.

EQUAL BUSINESS OPPORTUNITY PROGRAM

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

- Suspension of Contract;
- Withholding of funds;
- Termination of the Contract based upon a material breach of contract pertaining to the EBO Program compliance;
- Suspension or debarment of CONSULTANT from eligibility for providing goods or services to the COUNTY for a period not to exceed three (3) years; and
- Liquidated damages equal to the difference in dollar value of S/M/WBE participation as committed to in the Contract, and the dollar value of S/M/WBE participation as actually achieved.

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

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

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

E. CONSULTANT must notify the Office of EBO of changes in S/M/WBE utilization and get prior approval for any substitutions.

F. The Office of EBO has the right to review CONSULTANT's records and interview

Subcontractors in order to determine compliance with the County's EBO Program and contract requirements for up to four (4) years from contract completion or termination date.

The CONSULTANT agrees to pay its subconsultants in compliance with the Florida Prompt Payment Act. In the event CONSULTANT fails to comply with payments(s) to its subconsultants in accordance with the Florida Prompt Payment Act, CONSULTANT shall be subject to any and all penalties and sanctions available under the terms of the EBO Program, its contract with the COUNTY, or any other applicable law.

The Office of EBO has the right to review CONSULTANT's records and interview Subcontractors.

The CONSULTANT shall certify in writing that all subcontractors and suppliers have been paid for accepted work and materials from previous progress payments received by the CONSULTANT prior to receipt of any further progress payments. The CONSULTANT shall provide documentation to COUNTY, in a form and substance acceptable to the Department, to certify payment has been made to its subcontractors or suppliers. This provision in no way creates any contractual relationship between any subcontractor or supplier and the COUNTY or any liability on the COUNTY for the CONSULTANT'S failure to make timely payment to the subcontractor or supplier.

ARTICLE 8 - FEDERAL AND STATE TAX

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

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

ARTICLE 9 - AVAILABILITY OF FUNDS

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

ARTICLE 10 - INSURANCE

A. CONSULTANT shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. CONSULTANT shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by CONSULTANT are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONSULTANT under the contract.

B. **Commercial General Liability** CONSULTANT shall maintain Commercial General Liability at a limit of liability not less than **$5,000,000** Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. CONSULTANT shall provide this coverage on a primary basis.

C. **Business Automobile Liability** CONSULTANT shall maintain Business Automobile Liability at a limit of liability not less than **$5,000,000** Each Accident for all owned, non-owned and hired automobiles. In the event CONSULTANT doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing CONSULTANT to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. CONSULTANT shall provide this coverage on a primary basis.

D. **Worker's Compensation Insurance & Employers Liability** CONSULTANT shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. CONSULTANT shall provide this coverage on a primary basis.

E. **Professional Liability** CONSULTANT shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than **$5,000,000** Each Claim. When a self-insured retention (SIR) or deductible exceeds **$10,000**, COUNTY reserves the right, but not the obligation, to review and request a copy of CONSULTANT'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, CONSULTANT shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. 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. 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 life of this Contract, CONSULTANT shall purchase a SERP with a minimum reporting period not less than 3 years. CONSULTANT shall provide this coverage on a primary basis.

F. **Additional Insured** CONSULTANT shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." CONSULTANT shall provide the Additional Insured endorsements coverage on a primary basis.

G. **Waiver of Subrogation** CONSULTANT 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 to the policy, then CONSULTANT shall agree to 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, which specifically prohibits such an endorsement, or which voids coverage should CONSULTANT enter into such an agreement on a pre-loss basis.

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

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

The required certificate(s) must be signed by the authorized representative of the Insurance Company shown on the certificate. The certificate(s) of Insurance shall reference the project name and contract number.

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

J. **Right to Review:** 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, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

ARTICLE 12 - INDEMNIFICATION

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

ARTICLE 13 - SUCCESSORS AND ASSIGNS

The COUNTY and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators

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

ARTICLE 14 - REMEDIES

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

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

ARTICLE l5 - CONFLICT OF INTEREST

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

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

ARTICLE 16 - EXCUSABLE DELAYS

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONSULTANT or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force

majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

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

ARTICLE 17 - ARREARS

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

ARTICLE 18 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

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

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

ARTICLE 19 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONSULTANT is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONSULTANT'S sole direction, supervision, and control. The

CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

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

ARTICLE 20 - CONTINGENT FEES

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

ARTICLE 21 - ACCESS AND AUDITS

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

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

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

ARTICLE 22 - NONDISCRIMINATION

A. Non-Discrimination in County Contracts. 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 R2017-1770, as may be amended, the CONSULTANT warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

As a condition of entering into this Agreement, CONSULTANT represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2017-1770 as amended. As part of such compliance, CONSULTANT shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the company retaliate against any person for reporting instances of such discrimination. CONSULTANT shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. CONSULTANT 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 CONSULTANT from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. CONSULTANT shall include this language in its subcontracts.

B. Federal Nondiscrimination Covenants.

1. Civil Rights General. The CONSULTANT agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the CONSULTANT from the solicitation period through the completion of this Contract. This provision is in addition to Title VI of the Civil Rights Act of 1964.

2. Title VI Clauses for Compliance with Nondiscrimination Requirements. During the performance of this Contract, the CONSULTANT, for itself and its assignees and successors in interest, agrees as follows:

   a. Compliance with Regulations: The CONSULTANT will comply with the Title VI List of Pertinent Nondiscrimination Statutes and Authorities ("Acts and Regulations") (as defined in Exhibit "E"), as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.

   b. Nondiscrimination: The CONSULTANT, with regard to the work performed by it during the Contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT will not participate directly or indirectly in the discrimination prohibited by the Acts and Regulations, including employment practices when the Contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

   c. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the CONSULTANT 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 CONSULTANT of the CONSULTANT's obligations under this Contract and the Acts and Regulations relative to non-discrimination on the grounds of race, color, or national origin.

d. Information and Reports: The CONSULTANT will provide all information and reports required by the Acts and 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 COUNTY or the Federal Aviation Administration to be pertinent to ascertain compliance with the Acts and Regulations, and instructions. Where any information required of the CONSULTANT is in the exclusive possession of another who fails or refuses to furnish the information, the CONSULTANT will so certify to the COUNTY or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event of the CONSULTANT's noncompliance with the non-discrimination provisions of this Contract, COUNTY will impose such Contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

1. Withholding payments to the CONSULTANT under this Contract until the CONSULTANT complies; and/or

2. Cancelling, terminating, or suspending this Contract, in whole or in part.

f. Incorporation of Provisions: The CONSULTANT will include the provisions of this Article 22 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts and Regulations and directives issued pursuant thereto. The CONSULTANT will take action with respect to any subcontract or procurement as the COUNTY or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the CONSULTANT becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the CONSULTANT may request the COUNTY to enter into any litigation to protect the interests of the COUNTY. In addition, the CONSULTANT may request the United States to enter into the litigation to protect the interests of the United States.

g. For purposes of this Contract, the term "Title VI List of Pertinent Nondiscrimination Statutes and Authorities" includes the non-discrimination statutes, regulations and authorities listed in Exhibit "E", as may be amended.

ARTICLE 23 - AUTHORITY TO PRACTICE

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

ARTICLE 24 - SEVERABILITY

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

ARTICLE 25 - PUBLIC ENTITY CRIMES

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

ARTICLE 26 - MODIFICATIONS OF WORK

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

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

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

ARTICLE 27 - NOTICE

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

Mr. Gary M. Sypek, Senior Deputy Director
Palm Beach County Department of Airports/Planning & Development
846 Palm Beach International Airport
West Palm Beach, Florida 33406-1470

With copy to:

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

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

Mark A. Waller, P.E.
6853 SW 18th St., Suite 310
Boca Raton, Florida 33433

With copy to:

Sandeep Singh, P.E.
5555 E. Michigan St., Suite 200
Orlando, FL 32822

ARTICLE 28 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CONSULTANT agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 26- Modifications of Work.

List of Attachments:

EXHIBIT "A" – GENERAL SCOPE OF SERVICES
EXHIBIT "B-I" – 2022 HOURLY BILLING RATES
EXHIBIT "B-II" – SCHEDULE OF PAYMENTS
EXHIBIT "C" – PROPOSED SCHEDULES
EXHIBIT "D" – AFFIRMATIVE PROCUREMENT INITIATIVES ("API's")
EXHIBIT "E" –EBO SCHEDULES 1 AND 2
EXHIBIT "F" – ADDITIONAL FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT REQUIREMENTS
EXHIBIT "G" – CERTIFICATE OF INSURANCE

ARTICLE 29 - CRIMINAL HISTORY RECORDS CHECK

The CONSULTANT, CONSULTANT'S employees, subcontractors of CONSULTANT and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolutions R2013-1470 and R2015-0572, as amended. The CONSULTANT is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the CONSULTANT acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Contract may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and above referenced Resolutions, as amended. COUNTY staff representing the COUNTY department will contact the CONSULTANT(S) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The CONSULTANT 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 CONSULTANT or its subcontractor(s) terminates an employee who has been issued a badge, the CONSULTANT must notify the COUNTY within two (2) hours. At the time of termination, the CONSULTANT shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the CONSULTANT if the CONSULTANT 1) does not comply with the requirements of County Code Section 2-371 - 2-377, as amended; 2) does not contact the COUNTY regarding a terminated CONSULTANT 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.

ARTICLE 30 - REGULATIONS; LICENSING REQUIREMENTS

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

ARTICLE 31 - SCRUTINIZED COMPANIES

1. As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.

2. **When contract value is greater than $1 million:** As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

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

ARTICLE 32 - PUBLIC RECORDS

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

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

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

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

D. Upon completion of the Contract the CONSULTANT shall transfer, at no cost to the COUNTY, all public records in possession of the CONSULTANT unless notified by COUNTY's representative/liaison, on behalf of the COUNTY's Custodian of Public Records, to keep and maintain public records required by the COUNTY to perform the service. If the CONSULTANT transfers all public records to the COUNTY upon completion of the Contract, the CONSULTANT shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the Contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically by the

CONSULTANT must be provided to COUNTY, upon request of the COUNTY's Custodian of Public Records, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

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

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

ARTICLE 33 – COUNTERPARTS

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

ARTICLE 34 - E-VERIFICATION REQUIREMENTS

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

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

COUNTY shall terminate this CONTRACT if it has a good faith belief that CONSULTANT has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that CONSULTANT's subconsultant has knowingly violated section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify CONSULTANT to terminate its contract with the subconsultant and CONSULTANT shall immediately terminate its contract with the subconsultant. If COUNTY terminates this CONTRACT pursuant to the above, CONSULTANT shall be barred from

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

ARTICLE 35 - FAA PROVISIONS

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

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.)

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and CONSULTANT has hereunto set its hand the day and year above written.

R2022 1029

SEP 1 3 2022

ATTEST:
JOSEPH ABRUZZO
CLERK OF THE CIRCUIT COURT
& COMPTROLLER

By: _____
Deputy Clerk

PALM BEACH COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS:

By: _____
Robert S. Weinroth, Mayor

WITNESS:

Mark Waller
Digitally signed by Mark Waller
DN: cn=Mark Waller, o=AVCON, Inc., ou=AVCON, Inc., email=mwaller@avconinc.com, c=US
Date: 2022.08.12 09:22:29 -04'00'

SIGNATURE

Mark Waller
Name (type or print)

CONSULTANT:

AVCON, Inc.
COMPANY NAME

Sandeep Singh
Digitally signed by Sandeep Singh
DN: cn=Sandeep Singh, o=AVCON, Inc., ou=AVCON, Inc., email=ssingh@avconinc.com, c=US
Date: 2022.08.12 09:20:39 -04'00'

Signature

Sandeep Singh, P.E.
Name (type or print)

President

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Director of Airports

(Corporate Seal)

TABLE OF CONTENTS

EXHIBIT A- GENERAL SCOPE OF SERVICES **A-1**

EXHIBIT A-1 – Task I-22-DOA-A-001: 2023 Annual SWPPP Compliance Monitoring, Inspection, and Training Services A-1-1

EXHIBIT A-2 - Task I-22-DOA-A-002: Palm Beach Department of Airports (PBCDOA) 2022 Annual Airports Facilities Inspections A-2-1

EXHIBIT B – DETAILED FEES, EXPENSES, AND PAYMENTS **B-1**

EXHIBIT B-I – 2022 Hourly Billing Rates B-I-1

EXHIBIT B-II– Schedule of Payments B-II-1

EXHIBIT C – PROPOSED SCHEDULES **C-1**

EXHIBIT D – AFFIRMATIVE PROCUREMENT INITIATIVES **D-1**

EXHIBIT E – EBO SCHEDULES **E-1**

EXHIBIT F – ADDITIONAL FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT REQUIREMENTS **F-1**

EXHIBIT G – CERTIFICATE OF INSURANCE **G-1**

EXHIBIT "A"

GENERAL SCOPE OF SERVICES

PALM BEACH COUNTY GENERAL CONSULTING SERVICES

EXHIBIT A

GENERAL SCOPE OF SERVICES

This document serves as a formal description of the scope of services for the initial efforts (Work Program #1) to be performed by the general consultant team (the CONSULTANT, or as specifically referred to by company name) led by AVCON, Inc. It includes a variety of well-defined tasks, as well as on demand (on-call) consulting services that will be provided to the Palm Beach County Department of Airports (DOA or the COUNTY).

GENERAL

The services to be provided will be on a general-consulting basis. Services will be divided into three general tasks. Task I shall be "Basic," which consists of all efforts relating to specific planning, design and construction projects. Task II shall consist of "Annual Services." Task III shall consist of "Miscellaneous Planning and Engineering" services. Each task is further described below.

Specifically authorized projects will be described in Task Authorizations. The CONSULTANT will prepare Task Authorizations and provide to the COUNTY representative for action and approval. Services on any assignment shall be undertaken only upon written acceptance and notice to proceed of the Task Authorization by the COUNTY.

The CONSULTANT agrees to provide professional services in accordance with the project schedule and phasing established within each Task Authorization. Fees for the services are as shown in Exhibit B and will be included in each Task Authorization. If there are any inconsistencies between this Exhibit "A" General Scope of Services and the Task Authorizations, it is agreed that the Task Authorizations are more exact for the specific project and will govern.

Most Professional Services will be divided into two categories of services: Basic Services and Special Services in accordance with industry standards. Basic Services shall be completely defined within the Task Authorization by a scope, fee and schedule. Special Services are services that can reasonably be anticipated but cannot be defined until further into the effort. Special Services shall be performed as approved by the COUNTY representative in writing and as funds are available. A preset maximum funding for Special Services will be included in the Task Authorization. If additional funding is required due to field conditions, COUNTY and CONSULTANT will either modify the project or COUNTY will commit additional funding.

LEVEL I TASKS - PLANNING, DESIGN, CONSTRUCTION AND FINANCIAL

A. General

CONSULTANT will perform professional planning, design and construction related services in connection with specifically authorized projects as described herein. Services will consist of:

1. Development program administration and management (CIP programming, consulting and implementation)
2. Horizontal infrastructure design, such as general civil and airfield electrical design of

runways, taxiways and aircraft parking aprons, as well as site development and roadway facility planning and design
3. Vertical facility design, such as architectural, mechanical, electrical, structural, and landscaping design of airport-related and ancillary facilities
4. Facilities Inspection
5. Stormwater and environmental planning, design, permitting and agency coordination
6. Environmental permit compliance with the Environmental Protection Agency National Pollutant discharge Elimination System (NPDES)
7. Construction management, administration and coordination, as well as construction engineering and inspection (CEI) services
8. Quality assessment and quality assurance reviews
9. Pavement management system development and support
10. Aviation/airport information technology (IT) and Geographic Information System (GIS) services

Specific tasks contemplated by the Department of Airports during the period of this agreement, may include, but are not limited to the following:

1. Annual Facilities Inspection Report
2. Campus Wide Signage & Wayfinding Improvements
3. Terminal Elevator Replacement
4. Security Camera Improvements
5. Annual Airfield Pavement Repairs
6. Environmental Compliance – Stormwater Pollution Prevention Plan (SWPPP)
7. Landside Pavement Management System Development & Rehabilitation
8. PBI Air Handler Replacement – Phase 2
9. Airfield Drainage Structure Assessment
10. Construction Administration/Construction Management/Construction Engineering Inspection Services

B. Planning Studies

Planning studies are unique to each project and must be described in detail in a Task Authorization. In general, the CONSULTANT will prepare interim reports as the study progresses for COUNTY review and comment. A draft of all submittals will first be provided to the COUNTY'S representative for review prior to release elsewhere. The CONSULTANT and COUNTY will coordinate all of the services required.

C. Design Services

The CONSULTANT'S performance is divided into two categories of services: Basic Services and Special Services. Basic Services shall be performed as detailed in the Task Authorization. Special Services will be performed as authorized by the COUNTY'S representative.

Basic Services

Typically basic services will follow five distinct phases. Phase 1 consists of Planning and Programming (Phase 1A) and Schematic Design (Phase 1B). Phase 2 is Design Development (Approximately 30% Completion). Phase 3 consists of sixty percent (60%) design completion of the Contract Documents (Phase 3A), ninety percent (90%) design completion (Phase 3B), and final design completion (100%) of Bid Documents (Phase 3C). Phase 4 consists of Bidding and Award of Contract requirements. Phase 5 consists of Construction Administration.

For most projects, DOA will have prepared a Project Book prior to entering into negotiations with the A/E. This Project Book will include substantial information on the program, design criteria, as-built conditions, existing site conditions, etc.

A brief definition follows for each of the Phases:

PHASE 1A - Analyze and review all Program information as furnished by DOA. Identify any deficiencies or conflicts.

PHASE 1B - Prepare a graphic and written response to the Program, including the conceptual development of all significant project elements and the projected costs for the project.

PHASE 2 - Develop the approved Schematic Design Document from Phase 1B to define all Project elements and solidify all major components prior to the start of the Contract Documents. Determine the Project budget for construction costs and develop preliminary schedule/phasing plans.

PHASE 3A - Develop the Contract Documents to a predetermined completion milestone (60% of completion). Determine the Project Preliminary Cost Estimate and prepare Schedule/Phasing Plans.

PHASE 3B - Complete the Contract Documents to 90% to allow the Project to be reviewed and preliminarily submitted for permitting. Determine the CONSULTANT'S Project Cost Estimate.

PHASE 3C - Complete the Contract Documents to 100% to allow the Project to be permitted, bid, and constructed. Determine the CONSULTANT'S Final Project Cost Estimate.

PHASE 4 - Assist the COUNTY in obtaining Bids and in the award of a Contract as required.

PHASE 5 - Assist the COUNTY in administration of the construction contract.

The following paragraphs synopsize the CONSULTANT'S typical requirements:

PHASE 1A – PLANNING AND PROGRAMMING

The CONSULTANT will review the accuracy and adequacy of all drawings, budget costs, and other data and information furnished by DOA with emphasis on the following areas:

1. Examine program reports and drawings and review project physical spatial characteristics, user requirements, and program completeness.
2. Examine record drawings for completeness and accuracy and review all as-built conditions as well as existing conditions in the field.
3. Examine in detail the DOA estimated project construction costs and inform DOA in writing of any serious discrepancies and/or deficiencies that would require additional funds to

construct and complete the Project.

4. Examine available site utilities information and review that the existing utilities are or are not in conflict with proposed construction and are or are not sufficient to provide the proposed additional facilities with an acceptable level of services.
5. Evaluate survey information provided (if any) and review probable accuracy and adequacy for the project.
6. Examine available soils data provided (if any) and prepare soil boring location plan and specify other required soil tests and investigations.
7. Identify any apparent deficiencies in the available information and prepare specific requirements in writing depicting any further investigations required to develop that additional information. Review and assume responsibility for the validity, interpretation, application and use of all such supplemental information and data obtained by others.
8. Identify and review Federal and State funding for the project, if applicable.

PHASE 1B - SCHEMATIC DESIGN

The CONSULTANT will only begin this sub-phase when satisfied that all program requirements have been identified, all budget costs verified, and the COUNTY Representative has issued a phase authorization to prepare the Schematic Design Documents.

The CONSULTANT will review preliminary Project concepts with the COUNTY Representative, and other DOA Divisions as appropriate for the type of Project and with all Agencies and other approval authorities with respect to the Project. Those changes and/or modifications that were jointly agreed upon will be addressed by the CONSULTANT and the necessary inclusions made in subsequent phases to the Contract Documents. The purpose of the review and comment solicitation is to endeavor to ensure that the Contract Documents and all facilities constructed in accordance therewith will meet all applicable requirements for later obtaining the necessary permits and approvals for the Project.

The CONSULTANT will prepare scaled planning stage schematic drawings that clearly depict the limits of construction, airport operations during and after Project completion, general utilities, drainage, environmental impact if any, required surveying and subsurface investigations and probable construction costs. The Schematic Design Concepts will be presented in exhibit form to DOA and other interested Agencies and Authorities. A detailed Schematic Design Narrative Report documenting all of the Schematic Sub-Phase findings and recommendations will be submitted to DOA for review and approval. As a part of this Sub-Phase, the CONSULTANT will prepare the following:

A) Construction Schedule
A conceptual Project Construction Schedule will be submitted in an approved format and will consist of a preliminary schedule showing the proposed probable completion date of each Phase and Sub-Phase for the Project through Design Development, 60%, 90% and 100% Contract Documents, Bid Documents, Bidding of Work, performance of the Work by the Contractor and final acceptance of the Work by the COUNTY.

B) Schematic Design Studies
These Schematic Design Studies should be preliminary in nature and scope, be further defined, and amplifying details will be developed by the CONSULTANT during subsequent phases of the Project design.

C) Grading, Paving, Drainage, and Utilities (if applicable)
The CONSULTANT will prepare Plan(s) showing pavement and drainage layout(s) with direction of storm water flows to each ponding area and/or inlet. The Schematic Design Narrative Report will provide paving, grading, drainage, and utilities calculations in sufficient detail to give assurance that the Project can be used under the approved design aircraft/service vehicle loadings and design storm conditions.

D) Maintenance of Traffic (MOT) and Safety Plans (if applicable)
The CONSULTANT will prepare conceptual construction MOT and Airside Operations Area (AOA) Security and Safety Plan(s) in sufficient detail to show how construction can be accomplished while meeting DOA Airside or Landside Operational Constraints. The Security and Safety Plan(s) will delineate the nature, extent and location(s) of site access and haul routes and depict all required barricading, signing, marking and safety lighting required for the Project. The Security and Safety Plans will meet FAA Advisory Circular AC 150/5370-2G, current edition criteria for "Operational Safety on Airports during Construction."

E) Work Staging
The CONSULTANT will develop a conceptual Work Staging Plan, which minimizes and avoids adverse impacts to existing Airside Airline Operations. The CONSULTANT will advise the COUNTY Representative, in writing, of any potential adverse impacts and any estimated increase in Project costs and/or any time extension effect that would result from such a Work Staging Plan. If identified in the Scope of Services, a series of alternative Work Staging Plan(s) may be developed by the CONSULTANT with associated cost and time extension and also be submitted to the COUNTY Representative, along with an analysis of pertinent factors and relative merits of each Plan, even if such alternative Plan(s) would adversely impact Airside or Landside Airline Operations. The decision as to which Work Staging Plan to issue will be made by the COUNTY, and the CONSULTANT will be informed of such decision in writing by the COUNTY Representative.

F) Preliminary Outline Specifications
The CONSULTANT will prepare preliminary Outline Specifications, which will describe the technical requirements of all construction work being proposed for the Project, all of which will be considerations in developing the Project Budget Costs during the subsequent Design Development Phase.

G) Phase Submittal Requirements
The CONSULTANT will submit four (4) copies of the Schematic Design Narrative Report required under this Phase for review and approval by the COUNTY. The CONSULTANT will not proceed with the following "Phase 2 - Design Development" until the Schematic Design has been reviewed and approved by the COUNTY Representative, the interested Department of Airports Divisions, the affected Airlines and other airport Users; and written approval with appropriate comments are received from the COUNTY and approval has been issued to the CONSULTANT by the COUNTY Representative.

PHASE 2 - DESIGN DEVELOPMENT (30% DESIGN)

Following Schematic Design approval and upon receipt of the COUNTY Representative's written authorization to initiate Phase 2, the CONSULTANT will prepare Design Development Documents from the approved Schematic Design Documents which clearly define the engineering and/or

architectural elements of the Project. Design Development may proceed concurrently with exploratory subsurface investigations and an engineering survey, if required.

A) The Design Development Documents will consist of and further define:
1. All horizontal and critical elements of vertical geometry
2. Limits of construction
3. Clearing and demolition requirements
4. Drainage systems
5. Existing utilities
6. Existing utility relocation
7. Proposed utilities
8. Typical grading, paving and drainage sections and details
9. Schematic architectural layout
10. Schematic floor plans and elevations
11. Update construction schedule
12. Outline specifications
13. Other major engineering elements and architectural elements to the degree required to provide a complete understanding of the elements of the Design Project, the CONSULTANT's proposed design treatment of these elements and the development of probable Project Budget Costs for construction.

B) The Plans to be provided for the Design Development review submittal will include, but are not limited to:
1. Cover Sheet
2. Project Area Plan
3. Project Key Sheet
4. Site Location Plan
5. Typical Sections
6. Preliminary Paving and Geometry Plans
7. Preliminary Grading and Drainage Plans
8. Preliminary Site Utility Plans (Existing, Relocated and Proposed)
9. Airfield Lighting, Roadway Lighting and Apron Lighting Plans, if applicable
10. Architectural Plans (Concept)
11. Landscape Concept(s)
12. Typical Details for Pavements, Pavement Markings, Signage, Drainage, Utilities and other Miscellaneous Details

Design Development Layout and Location Plans should be the same scale as intended for the Construction Documents set. Plans should be sufficiently detailed to convey the CONSULTANT'S design intentions and to confirm the feasibility of space arrangements. Profiles, grading contours (initially only, show spot elevations), precise dimensioning and specific detailing may be omitted in this Phase.

The CONSULTANT will prepare and submit an Engineer's Design Report covering all findings and recommendations developed throughout the Design Development Phase including an updated Construction Schedule and estimate of probable Project Budget Costs for Construction.

The CONSULTANT jointly with the COUNTY Representative, to the extent applicable based on changes and/or modifications affected during the Design Development Phase will review pertinent

Documents with the Agencies and Authorities previously consulted in Phase 1B having permitting or other approval Authority with respect to the Project, in order to obtain any changes in the comments and judgment of such agencies. Any further changes and/or modifications that were jointly agreed upon must be addressed by the CONSULTANT and the necessary inclusions made to the Contract Documents in Phase 2, as applicable.

The CONSULTANT will submit four (4) copies of all Documents required under this Phase 2 for review comments and approval by the COUNTY. The CONSULTANT will not proceed with the following Phase 3 - Contract Documents until the Design Development has been reviewed and approved by the COUNTY Representative; the interested Department of Airports Divisions; Air Transport Association (ATA.); the affected Airlines and other Airport Users; and written approval with appropriate comments is received from the COUNTY and approval has been issued to initiate the Contract Documents 60% Submittal Phase.

PHASE 3 - CONTRACT DOCUMENTS

Following Design Development approval and upon receipt from the COUNTY Representative of written authorization to initiate Phase 3A, the CONSULTANT will develop 60% Complete Contract Documents from the approved Design Development Documents. The COUNTY and the CONSULTANT will mutually agree upon the content to be provided in these documents.

PHASE 3A - 60% SUBMITTAL

The 60% Complete Contract Documents should include, but are not limited to:

1. Sections and Details
2. Survey Control Plan, including Horizontal Control Points and Vertical
    1. Benchmarks
    2. Layout Plan(s) with specific dimensions
    3. Details and Sections of miscellaneous items
    4. Grading, Paving, Drainage and Site Utilities Plans
    5. Schedule/Phasing Plans
    6. Lighting Plans (Airfield and/or Apron and Roadway)
    7. Preliminary MOT and Safety Plans
    8. Draft Engineer's Report (FAA-AIP Projects)
    9. 60% Building Plans (Architectural, Structural, Mechanical & Electrical)
    10. Draft Technical Specifications
    11. Preliminary Project Construction Cost Estimate
    12. Define Quality Assurance and Quality Control Procedures

This submittal will include a Preliminary Cost Estimate for construction and an estimate of the probable Construction Schedule, and any changes in the size and scope of the Project, if such changes substantially alter the amount of previous Probable Project Construction Budget Cost Estimates.

The CONSULTANT will submit four (4) copies of all Contract Documents required under this Phase 3A for review comments and approval by the COUNTY. The CONSULTANT will not proceed with Phase 3B until the 60% Complete Contract Documents have been reviewed and approved by the COUNTY Representative, the interested Department of Airports Divisions, and written approval is received from the COUNTY.

PHASE 3B - 90% SUBMITTAL

The 90% Complete Contract Documents should include, but are not limited to:

1. Pre-Final Plans from previous submittal(s), as applicable
2. Complete Sections and Details
3. Complete Plans and Details showing all dimensions and miscellaneous items
4. Pre-Final Grading, Paving, Drainage and Utilities Plans
5. Pre-Final Lighting Plans (Airfield and/or Apron and Roadway)
6. Pre-Final MOT and Safety Plans
7. Complete Documents ready for Bidding and Permitting
8. Complete Contract Specifications ready to be printed for issuance to Bidders
9. Pre-Final Project CONSULTANT'S Cost Estimate
10. Completed Construction Schedule
11. Pre-Final Engineer's Report (FAA -AIP Projects)

This submittal will include a 90% Cost Estimate for construction and an estimate of the probable Construction Schedule, and any changes in the size and scope of the Project, if such changes substantially alter the amount of previous Probable Project Construction Budget Cost Estimates.

The CONSULTANT will submit four (4) copies of all Contract Documents required under this Phase 3B for review comments and approval by the COUNTY. The CONSULTANT will not proceed with Phase 3C until the 90% Complete Contract Documents have been reviewed and approved by the COUNTY Representative, the interested Department of Airports Divisions, and written approval is received from the COUNTY.

PHASE 3C - 100% SUBMITTAL

Following the 90% Complete Contract Documents approval the CONSULTANT will develop "Final" 100% Complete Contract Documents from the approved 90% Complete Contract Documents. They will consist of the information contained in the 90% documents, as well as incorporate any comments provided and by COUNTY, Permit Agencies, or other authorized reviewers, as directed by COUNTY.

If any further change(s) in the size and scope of the Project has occurred, which will substantially alter the amount of previous Construction Cost Estimates, then such changes should be addressed in a written report prepared by the CONSULTANT to the COUNTY Representative.

The CONSULTANT will provide signed and sealed plans for the COUNTY to use to file for a building permit at the earliest practicable time during the performance of the Design Services, provide the necessary portions of the Contract Documents for approval by COUNTY, State and/or Federal Authorities having jurisdiction over the project by law or contract with the COUNTY, and assist in obtaining any such applicable certifications of "permit approval" by such authorities prior to approval by the COUNTY of the Phase 3C 100% Complete Review set submittal and printing of the Contract Documents. The CONSULTANT will incorporate all dates into the Advertisement and Instructions to Bidders, DBE and SBE requirements, FAA labor provisions (on AIP Projects), etc. filled in and Contract Documents ready to be printed and issued to prospective Bidders.

The CONSULTANT will recommend and justify to COUNTY any Allowance Account amounts to be incorporated into the Contract Documents.

In providing opinions of probable construction costs, the COUNTY understands that the CONSULTANT has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that the opinions of probable construction costs provided herein are to be made on the basis of the CONSULTANT'S qualifications and experience. The CONSULTANT makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

PHASE 4 - BIDDING AND AWARD OF CONTRACT

After authorization to proceed with the Bidding Phase, CONSULTANT will assist the COUNTY in advertising for and obtaining bids for each separate prime contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, and receive and process deposits for Bidding Documents; assist the COUNTY in conducting a pre-bid conference for each separate prime contract to share pertinent bidding and technical information and requirements with prospective bidders; issue addenda as appropriate to interpret, clarify or expand the Bidding Documents; print and distribute sets of Bidding Documents to Prospective Bidders and plan offices (McGraw-Hill Dodge, Construction Journal, Reed Construction Data, and iSqFt Plan Room) during the Bidding phase; and attend the bid opening, prepare bid tabulation sheets and assist COUNTY in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.

PHASE 5 - CONSTRUCTION ADMINISTRATION

Construction Administration Services will generally be authorized by the Task Authorization, which included the design efforts for a particular project, although these services could be authorized in a separate Task Authorization depending upon the specific project. The CONSULTANT will provide professional services during construction to assist in obtaining a complete project. Basic Services will consist of the following:

1. Participate in preconstruction conference and assist with the preparation of a contract between the COUNTY and the successful bidder; Prepare four (4) sets of conformed contract plans and documents for submittal to the successful bidder for Contract execution; Prepare four (4) sets of conformed contract plans and documents for construction use by the successful bidder;

2. The CONSULTANT will make periodic visits to the construction site to observe and familiarize themselves generally with the progress and quality of the work and to determine if the work is generally proceeding in accordance with the contract documents and the contractor's construction schedule. The CONSULTANT will make periodic written reports to the COUNTY representative to advise of any deviation from the contract documents or the contractor's construction schedule observed by or brought to the attention of the CONSULTANT. Such reports will be submitted in a timely manner so as not to cause delay in the progress of the work. In performing these services, the personnel provided by the CONSULTANT will be under the supervision of a registered professional engineer and/or architect. The CONSULTANT will provide personnel experienced in the administration of construction contracts. Supporting personnel will be provided from the project design team when specialized knowledge of the project design is required. On the basis of its on-site observations, the CONSULTANT will keep the COUNTY representative informed as to the progress and quality of the work and will endeavor to protect the COUNTY against defects and deficiencies in the work of the construction contractors, but the CONSULTANT will not have

control or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures or for the safety precautions and programs in connection with the project construction, for the acts or omissions of the contractor, subcontractors, any of their agents or the subcontractor's employees, or any other person performing any of the work or for the failure of such persons to carry out the work in accordance with the contract documents; provided however, that the CONSULTANT will not be relieved from its obligation to notify the COUNTY representative of any such act, omission or failure on the part of the construction contractor observed by the CONSULTANT during on-site visits;

3. Review and approve or take other appropriate action upon the shop drawings, samples, and other submissions furnished by the contractor and submitted to the CONSULTANT. The CONSULTANT will determine if the shop drawings, samples and other submissions reasonably conform to the design concept of the project and the requirements of the contract documents. Such action(s) will be taken with reasonable promptness so that the progress of the construction of the project will not be delayed. The CONSULTANT will maintain a log of all contractor submittals which will include the submittal date, the action taken, and the date returned;

4. Prepare routine change orders as required; act as interpreter of the terms and conditions of the contract documents and judge of the performance thereunder by the parties thereto and make decisions on claims of COUNTY and contractor(s) relating to the execution and progress of the work and other matters and questions related thereto; but CONSULTANT will not be liable for the results of any such interpretation or decisions rendered by it in good faith,

5. Review laboratory, shop, and mill tests of material and equipment and report to the COUNTY representative, in writing, on such matters;

6. Provide design clarifications and recommendations to assist the COUNTY representative in resolving field problems relating to the construction;

7. Evaluate contractor change and cost proposals and substitutions and recommend to the COUNTY representative to either approve or disapprove the contractor's proposal or substitution;

8. Review contractor(s) monthly applications for payment and supporting data, review the amount owing to contractor(s) and approve in writing all payments to contractor(s) in accordance with the contract documents;

9. Perform, together with the COUNTY'S representative, inspections of the construction site to determine if the project is substantially complete and a final inspection to determine if the project has been completed in accordance with the contract documents and if each contractor has fulfilled all of its obligations thereunder so that CONSULTANT may approve if applicable in writing, final payment to each contractor;

10. The CONSULTANT will assist the COUNTY'S representative in receiving and forwarding to the COUNTY written warranties and related documents assembled by the contractors; and

11. Provide one set of reproducible drawings and CADD files "record drawings," which shall become the property of the COUNTY, corrected to show significant changes made in the work during the construction of the project. Such corrections shall be based upon "as-built" prints, drawings, field sketches and other data furnished to the CONSULTANT by the COUNTY and the contractor, upon change orders issued during construction.

In the event that the COUNTY and the CONSULTANT deem it advisable that all resident construction inspection services on the site, during the project construction, be provided by the CONSULTANT, a Task Authorization which specifies the services will be negotiated and approved.

To avoid misunderstandings or questions, the CONSULTANT understands and agrees that the COUNTY shall have the responsibility for the general administration of the construction contract. Accordingly, the CONSULTANT will not have the authority or responsibility to issue direct instructions to the contractor, to reject work done by the contractor, or to require special inspections and/or tests. The CONSULTANT, however, will provide continuing counsel to the COUNTY representative throughout the construction of the project.

Special Services

Special Services will be authorized in writing by the COUNTY Representative, describing the scope and fee for the services prior to beginning. Special Services cannot be included as Basic Services because their need or exact scope cannot be fully established until underway. Each Task Authorization will estimate the need and scope of Special Services and will authorize additional funding to be approved by the COUNTY Representative should additional services be required.

Special Services during Phases 1, 2, 3, and 4 may be, but are not limited to, a selection(s) from the following:

1. Perform or obtain the services of a Subcontractor to perform subsurface investigations, including performance of test borings, soil samples, and other foundation investigations, laboratory analyses of the samples, and engineering analyses not anticipated as Basic Services. The CONSULTANT or the subcontractor will prepare a detailed report of all findings and the CONSULTANT will deliver to the COUNTY Representative two (2) copies of the report;
2. Perform or obtain the services of a Registered Professional Surveyor subcontractor to perform field surveys and investigations in order to establish or verify boundaries and monuments, perform topographic surveys, perform route surveys, prepare property or easement descriptions, perform associated office work under the directions of a Registered Professional Surveyor, and deliver to the COUNTY Representative a mylar of all final plats, with field notes, in bound standard-size filed books, or in such other form as approved by the COUNTY;
3. Make revisions to drawings, specifications, or other documents when such revisions are inconsistent with approvals or instructions previously given by the COUNTY Representative;
4. Perform or obtain the services of a specialized subcontractor to perform aerial photography and computer mapping;
5. Travel to points outside the COUNTY if such travel is reasonably necessary to accomplish a task;
6. Prepare special studies and reports, such as environmental documents (including representation and testimony at hearings and community meetings), grant applications, etc.;
7. Provide the services of an independent cost estimator (as a subcontractor) to make a comprehensive cost estimate for the project in a form satisfactory to the COUNTY (which independent cost estimate will be in addition to the cost estimates prepared by the CONSULTANT);
8. Provide, in the event of termination, such services as are reasonable and necessary for preserving partially finished work products or for the recording of work products in a particular manner

(including the making of record prints of drawings, etc.);

9. Assist the COUNTY representative in securing any special licenses or permits (Water Management District, DER, etc.) which may be required for the completion of the project, it being understood by the parties that the fees for said special licenses and permits will be paid by the COUNTY.

10. Reproduce plans, specifications, reports, and other materials other than those reproductions included in the Basic Services and excluding reproductions for the office use of the CONSULTANT and the CONSULTANT'S subconsultants;

11. Provide a scale model of the project when requested by the COUNTY,

12. Provide any other additional services related to the project not otherwise included in the Basic Services or other Special Services and not customarily furnished in accordance with generally accepted architectural and engineering practice.

Special Services may also be requested for the Phase 5 construction phase. These services may include, but are not limited to:

1. Consult with the COUNTY concerning replacement of any construction work damaged by fire or any other causes and furnish professional services as may be required in connection with the replacement of such work;

2. Assist the COUNTY in making arrangements for the work to proceed in the event that the construction contractor is declared in default by the COUNTY for any reason;

3. Assist the COUNTY as expert witnesses and/or factual witnesses in any legal proceedings or litigation arising from the development, permitting or construction of the project. The witnesses will be designated by and at the sole discretion of the COUNTY Attorney;

4. Travel to points outside the COUNTY if such travel is reasonably necessary to accomplish a task;

5. Prepare special studies and reports, such as environmental documents (including representation and testimony at hearings and community meetings), grant applications, etc.;

6. Reproduce plans, specifications, reports, and other materials other than those reproductions included in the Basic Services and excluding reproductions for the office use of the CONSULTANT and the CONSULTANT'S subconsultants;

7. Provide the services of an independent cost estimator (as a subcontractor) to make a comprehensive cost estimate for the project in a form satisfactory to the COUNTY (which independent cost estimate will be in addition to the cost estimates prepared by the CONSULTANT);

8. Provide, in the event of termination, such services as are reasonable and necessary for preserving partially finished work products or for the recording of work products in a particular manner (including the making of record prints of drawings, etc.);

9. Provide, in the event the project construction exceeds the time stated in the project contract documents, the continuing services required to be done by the CONSULTANT during construction of the project;

10. Provide any other services related to the project not otherwise included in the Basic Services or other Special Services and not customarily furnished in accordance with generally accepted architectural and engineering practice.

LEVEL II TASKS - ANNUAL SERVICES

Annual Services are those that the COUNTY requires performed on a recurring annual basis. They shall be described in detail within each Task Authorization, but shall consist of:

1. Annual airports facility inspections and reporting.
2. Airports pavement analysis.
3. Annual SWPPP Compliance inspections and reporting;
4. Annual update of COUNTY'S Capital Improvement Program.
5. Other duties as requested by the COUNTY and agreed to by the CONSULTANT.

LEVEL III TASKS - MISCELLANEOUS SERVICES

If authorized in writing by COUNTY and agreed to in writing by CONSULTANT, CONSULTANT will furnish or obtain from subconsultant or subcontractor additional services of the service types below which are not defined as "Basic" Planning, Design and Construction (Task I), or "Annual Services" (Task II). Each Task Authorization shall describe the exact scope of services to be performed.

1. Staff Extension Services for Planning, Design, Construction and Administration.
2. Micro-Level Planning Studies including:
    a. Environmental
    b. Site Planning
    c. Airside
    d. Landside
    e. Terminal
    f. Conceptual Planning
    g. Feasibility Studies
    h. Review and Analysis of Proposed Improvements
    i. Miscellaneous Planning Studies
3. Design Services including:
    a. Architectural
    b. Structural
    c. Mechanical
    d. Electrical
    e. Civil
    f. Landscaping
    g. Interiors
    h. Miscellaneous
4. Environmental services including:
    - Environmental Audits
    - Compliance Actions
    - Regulatory Review
    - Monitoring
5. Technical Reviews
6. Value Engineering
7. Financial Consultation, including:

- Consult with COUNTY' fiscal agents and bond attorneys
- Provide necessary engineering data
- Provide financial analyses

8. Administrative Assistance:
   - Provide Contract and Project Administration Services to the COUNTY as authorized. These may include scope definitions, proposals for additional projects, scheduling, weekly coordination, including Tasks I, II, and III.

9. Obtaining Services for Others:
   - Provide subconsultant services to the COUNTY from approved subconsultants as authorized.

10. Furnish renderings or models of projects, when requested and authorized, for the COUNTY'S use.

11. Miscellaneous Studies:
    - Investigations involving detailed consideration of operations, maintenance and overhead expenses, and the preparation of rate schedules, earnings and expense statements; feasibility studies; appraisals and valuations; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by the COUNTY.

12. Extraordinary Construction-Related Services, including:
    - Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work on any contract, (3) prolongation of the construction contract time of any prime construction contract by more than 60 days, (4) acceleration of the work schedule involving services beyond normal working hours, and (5) default by Contractor under any prime construction contract.
    - Consultation or other services after completion of the Construction Phase, such as frequent inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any construction contract.
    - Preparing to serve or serving as a witness for the COUNTY in any litigation or other proceeding involving project.

13. Preparation of an operating manual for use by the COUNTY.

14. Extra Services:
    - Services not specifically defined heretofore that may be authorized by the COUNTY.

15. Resident Services During Construction.
    - If requested by the COUNTY or recommended by the CONSULTANT and agreed to in writing by the other party, a Resident Project Representative and assistants will be furnished and shall act as directed by CONSULTANT in order to provide more extensive representation at the Project site during the Construction Phase. The Resident Project Representative, through more extensive on-site observations of the work in progress, field checks of materials and equipment, and maintenance of job site records on conditions and activities, will assist the CONSULTANT in determining that the Project is proceeding in accordance with the Contract Documents, but the furnishings of such resident project representation shall not make the CONSULTANT responsible for construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or for Contractor's failure to perform the construction work in accordance with the Contract Documents.

16. Assist the COUNTY with Aviation Capital Improvements Program.

17. Provide FAA-required "third-party review" of professional service contracts.

18. Miscellaneous Services. Miscellaneous services to be provided shall include, but not be limited to, the following:
    a. Certify compliance with financial covenants
    b. Prepare scope of work packages including preliminary designs (35 percent complete) for preparation of final designs by others
    c. Develop and implement Project Information Management Systems
    d. Develop, implement and maintain Facilities Management Information Systems
    e. Inventory existing facilities, update changes, maintain current computer program for use of facilities
    f. Monitor and update lease exhibits as required
    g. Participate in compatible land-use planning in the vicinity of airports
    h. Develop forecasts of facilities requirements
    i. Participate in public information programs and/or public hearings relating to airport planning/development projects
    j. Evaluate reliever airport needs and commercial development plans
    k. Develop and monitor airport development schedules, budgets and cost estimates for the Capital Improvements Program
    l. Monitor project costs associated with bond programs/interim financing programs
    m. Coordinate interfaces between multiple contractors/designers work
    n. Maintain and update CADD-based Airport Layout Plans
    o. Maintain CADD-based Exhibit "A" Property Maps
    p. Review technical studies for compliance with COUNTY objectives and prepare technical studies upon request
    q. Coordinate land use development plans
    r. Ensure that FAA Form 7460, Notice of Intent to Construct, is submitted on timely basis for all proposed construction
    s. Evaluate technical operations and maintenance problems with existing facilities
    t. Schedule cash-flow requirements and participate in economic analyses
    u. Anticipate planning needs and initiate planning efforts in a timely manner, evaluate existing facility utilization and recommend changes for increased efficiencies
    v. Monitor and maintain ground and aerial surveys
    w. Other duties as requested by COUNTY and agreed to by CONSULTANT

19. Miscellaneous IT Support Services

This initial Work Program #1, as described herein, consists of three (3) tasks. As summarized below, these initial efforts have an overall budget of **$796,697.19**.

TASK LEVEL / NO.	DESCRIPTION	BUDGET
Task I-22-DOA-A-001	2023 Annual SWPPP Compliance Monitoring, Inspection, and Training Services	$150,844.51
Task I-22-DOA-A-002	2022 Annual Airports Facilities Inspections	$395,852.68
Sub-total (Level 1)		**$546,697.19**

LEVEL 2 TASKS:

TASK LEVEL / NO.	DESCRIPTION	BUDGET
Task II-22-DOA-A-001	Annual Services that the COUNTY requires to be performed on a recurring basis	$0.00
Sub-total (Level 2)		**$0.00**

LEVEL 3 TASKS: TBD

TASK LEVEL / NO.	DESCRIPTION	BUDGET
Task III-22-DOA-A-001	Misc. AEP and Construction Consulting Services	$250,000.00
Sub-total (Level 3)		**$250,000.00**

Grand Total (Work Program #1)	**$796,697.19**

Exhibit B contains a series of tables that provide more detail associated with the establishment of the fees prescribed above.

PALM BEACH COUNTY DOA GENERAL CONSULTING SERVICES

EXHIBIT A-1

Palm Beach International Airport (PBI)
North Palm Beach County General Aviation Airport (F45) Palm Beach County Park Airport (LNA)
Palm Beach County Glades Airport (PHK)
Task: Update Stormwater Pollution Prevention Plan (SWPPP) 2023

OVERVIEW

The Palm Beach County Department of Airports (DOA) has requested that AVCON, Inc. (AVCON) provide services associated with the Update Stormwater Pollution Prevention Plan (SWPPP) 2023 Project (Project) for the Palm Beach County Department of Airports (DOA).

PROJECT TEAM

The Project Team for this task includes:

Firm Name (CONSULTANT / SUBCONSULTANT)	Type of Services
AVCON, Inc. (CONSULTANT)	Project Management and Map Updates
Earthology, LLC	SWPPP Update, compliance inspections, meetings, reports, and SWPPP Training

PROJECT UNDERSTANDING

The National Pollutant Discharge Elimination System (NPDES) Program is administered by the U.S. Environmental Protection Agency (EPA) under the Authorization of the Clean Water Act (33 United States Code 1251) and is designed to regulate the discharge of point source pollution into Waters of the United States. Requirements of the program are stipulated in Title 40 of the Code of Federal Regulations, Parts 122 through 124. The State of Florida has obtained the approval to operate its own NPDES program through the Florida Department of Environmental Protection (FDEP), in lieu of a Federal program.

As a transportation facility that discharges stormwater to State surface waters, the four (4) airports managed by the DOA are required to obtain and operate under the conditions of an NPDES Sector S Multi-Sector Generic Permit (MSGP). The NPDES MSGP Permits for the four (4) Palm Beach County Airports were last renewed on January 9, 2021, and renewals of these permits are required every five (5) years in order to remain compliant with the FDEP's rules and regulations. As indicated in Part 3 of the Sector S Permit Language, a SWPPP that provides details about discharges associated with industrial activity from vehicle/aircraft maintenance areas and/or equipment cleaning areas must be developed as one of the MSGP permit requirements. In Accordance with F.A.C. 62-624.600, all MSGP permittees are mandated to conduct

annual monitoring and provide Annual Reports to the FDEP Department, within 6 months after the permit issuance date anniversary.

SECTION I - SCOPE OF WORK

AVCON's complete scope of work is presented below.

Task 1 – Inspections, Compliance Inspection Reports Revisions, and Training

The AVCON Team will conduct an annual permit compliance inspection of each industrial tenant and sub-tenants, fuel farms and DOA maintenance facilities (PBI, only) at the four (4) Palm Beach County Airports (PBI ~ 61 inspections; LNA ~29 inspections; F45 ~9 inspections; PHK – 2 inspections. [Note: many tenants have more than one facility/building]. This task includes conducting the 2023 annual compliance inspections, preparing the inspection forms, photographs, conducting the 2023 training workshop for employees and tenants, and preparing the Annual Compliance Inspection Reports for each airport. Each are detailed below.

1.1 In-House Data Collection

Upon receipt of the Notice to Proceed, Earthology will forward a Request for Information (RFI) letter to the DOA for the following information associated with each airport:

- Updated contact information for the members of the SWPPP Team.
- Updated list of tenants and their contact information.
- Preventive maintenance records.
- Procedural changes to spill response and containment.
- Spill Reports for additional spills occurring in 2022 and 2023.
- Facility Response Plan (if available).
- Update Spill Prevention, Control, and Countermeasure (SPCC) Plans.

1.2 Tenant Questionnaire and Notification

The AVCON Team will coordinate with PBCDOA to obtain the latest tenant list. Earthology will update and distribute a questionnaire to verify the tenant's information, identify the type of industrial activities that are currently being conducted in the leasehold, compile a preliminary list of the types of significant materials used and stored in the facility, and compile a preliminary list of Best Management Practices (BMPs) that are currently being employed by the new tenant. Tenants will also be requested to provide as-built connections, if needed.

Prior to the 2023 annual compliance inspections, AVCON will provide the DOA with the draft Tenant Notification of Inspection letter and NPDES Compliance Commitment Certificate. These documents will be reviewed and approved by DOA prior to distribution to the tenants and DOA Maintenance. The AVCON Team will distribute the letter via email on behalf of the DOA. Emails will be tracked and notification by US mail will occur if no indication of tenant acknowledgement is received.

Assumptions:

- DOA will provide Safety Data Sheets (SDS) of significant materials for Airport operated facilities. Significant materials are defined as raw materials, fuels, finished materials such as diesel, gasoline, petroleum products, hydraulic fluid, fertilizer, pesticide, herbicides, sealants, and paint; and waste products that have

the potential to be released with stormwater discharges;

- AVCON will review the available as-built plans of new facilities constructed at all airports since the last Airport Layout Plan (ALP) and Drainage Master Plan updates at DOA's file room.
- AVCON will provide updates to Drainage and Basin Delineation Maps for all airports, as needed and based on conditions observed in the field.

1.3 Annual Site Compliance Inspections

The AVCON Team will conduct the 2023 annual site compliance inspections to coincide with the NPDES outfall inspections, and airports facility and tenant inspections for each Airport. During the annual site compliance inspections, the AVCON Team will:

- Field verify identified potential pollutant sources.
- Identify new potential pollutant sources that resulted from recent development projects at the Airports, since the last SWPPP update.
- Request as-builts from tenants for stormwater connections, etc. and field verify as-built maps of structures and facilities that were constructed after the last SWPPP update, necessary for updating the Drainage and Basin Maps.
- Complete draft inspection checklist;
- Photograph and document the location of new and/or modified drainage patterns and structures;
- Visually Inspect vegetation/ wildlife around the outfalls, in compliance with FAA stormwater guidance.
- Review and photograph current conditions at each Airport; and
- Verify, photograph, and evaluate current stormwater controls.

1.4 Visual NPDES Permitted Drainage Structure Inspections

The AVCON team will perform a visual inspection for each NPDES permitted outfall at each airport. This inspection will document the condition of the structure and visually determine whether the discharge is stormwater runoff or from some other sources that may potentially be an illicit discharge. If an illicit or non-stormwater discharge is identified and further investigation is necessary, additional investigative services will be performed under a separate task authorization. As a part of this inspection, additional drainage structures that are located near buildings or facilities will be inspected at each of the airports to determine the condition of structure, whether it is functioning, blocked or flow is impeded; or if the structure requires maintenance and/or repair. The results of the drainage structure inspections will be documented in the Annual Compliance Inspection Report for each airport. Cost estimates for maintenance and repair activities are not included in this scope of services and if necessary, will be performed under a separate task authorization.

1.5 Tenant and DOA Facility Inspections

The AVCON team will perform industrial tenant and DOA Facility Inspections in conjunction with the annual compliance and NPDES permitted drainage structure inspections, which will consist of tenant leased hangars, buildings, and DOA Facilities. The inspections will be conducted to field verify the type of industrial activity being performed in the hangars or buildings, identify potential sources of stormwater pollution and BMPs being implemented, compile a list of general significant materials in hangars or buildings, and document the storage locations of these materials and waste disposal methods. As a part of this inspection, potential stormwater connections that are

located in or adjacent to the buildings/ facilities will be inspected to determine the condition of structure, whether it is functioning, blocked or flow is impeded; or if the structure requires maintenance and/or repair. As-built drawings will be requested from the tenants to assist in determining permitted connections. This information will be documented in the Annual Compliance Inspection Reports.

Assumptions:

- The Tenant and DOA Facility Inspections will be performed concurrently with the non- stormwater discharge and annual compliance inspections.
- Tenants are responsible for providing as-built drawings, when requested.
- Hangars or buildings that are inaccessible at the time of inspection will not be inspected and will be noted as "Inaccessible" in the Inspection Reports.

1.6 Annual Compliance Inspection Report

AVCON, INC. will update and conduct a detailed quality control review of the Annual Compliance Inspection Reports with the following:

- Date of Inspection;
- Update tenant list and tables;
- Finalize inspection checklist and BMP forms;
- Results of the visual Non-Stormwater Discharge Inspections including photographs and signed inspection forms from the non-stormwater discharge inspections;
- Results of the tenant inspections including photographs and signed completed industrial tenant inspection forms, tenant questionnaire, and NPDES compliance certificate for each tenant;
- Results of the DOA facility inspections, i.e. fences, waste management, parking areas, buildings, and aprons;
- Non-Compliance certification form for each airport detailing non-compliance issues observed during inspections.
- Summary of noncompliance issues by tenants.

Assumptions:

- The DOA will provide comments on the revised Inspection Reports to AVCON/Earthology within 15 calendar days of receiving the Reports;
- DOA will receive Draft reports in electric format;
- DOA will receive two (2) hard copies of each of the Final Inspection Reports; and,
- An electronic copy of final revised Inspection Reports in both Microsoft Word and Adobe Acrobat Portable Document Format (PDF) will be provided to the DOA. The drainage maps electronic portions of the deliverables shall be in both an AutoCAD drawing and PDF format.

1.7 Tenant Compliance Coordination

The AVCON Team will coordinate with the tenants at each airport to provide the results of the inspections. The results will be e-mailed to the tenants on behalf of DOA and the results will indicate the types of BMPs that were implemented or that are recommended for each facility necessary for compliance with the NPDES permits for each airport. In addition, tenants with coverage under the State's Multi-Sector General Permits (MSGPs) will use the result of the inspections to comply with their terms and conditions of the permit. The inspection result package will contain the following items:

1. Cover letter on DOA letterhead;
2. Industrial Tenant Inspection Checklist;
3. Applicable BMPs Checklist(s);
4. Identification of non-compliance issues and time frame to correct and notify DOA of corrections.

Deliverables:
A Tenant Correspondence Binder documenting correspondence with tenants will be prepared and submitted to the DOA (two (2) hard copies and electronically via the PBC Cloud Drive file access portal). The electronic format of the deliverables shall be in Adobe Acrobat Portable Document Format (PDF).

Task 2 - Training Workshop
The AVCON Team will conduct a total of two training workshops: one (1) virtual and one (1) in person training workshop to comply with SWPPP requirements. The purpose of the training workshop is to educate Airport staff and tenants regarding the Stormwater Management Pollution Prevention Program and comply with the training requirement of the DOA's MSGP for each Airport.

Assumptions:
- DOA will provide a meeting space at each of the Airports at no cost to AVCON;
- Two (2) training classes will be held after the annual compliance inspections are completed;
- The training classes will be approximately 1 - 1.5 hours in length including the test;
- One virtual training workshop will be held for all airports.
- One in person training workshop will be held at PBI Airport to adhere to the latest CDC Covid-19 guidelines.
- PowerPoint handouts will be reproduced for the in-person training workshop based upon the number of industrial use tenants. Electronic files will also be provided.

Deliverables:
- Fifty (50) training booklets, examination forms, and certificates of attendance for the Palm Beach International Airport (PBI);
- Ten (10) training booklets, examination forms, and certificates of attendance for the North Palm Beach County General Aviation Airport (F45);
- Twenty (20) training booklets, examination forms, and certificates of attendance for the Palm Beach County Park Airport (Lantana);
- One (1) training booklet, examination form, and certificate of attendance for the Palm Beach County Glades Airport (Pahokee).
- DOA will receive two (2) hard copies and an electronic copy of the Training materials (Microsoft PowerPoint presentation, a training handout, a class test questionnaire, and a certificate of attendance.)

Task 3 – Compliance Follow up
The AVCON Team will review the inspection results and in coordination with PBCDOA identified tenants/facilities that require follow up to ensure compliance. Follow ups

will include letters requesting documentation of the addressed non-compliance issues within 30 days of the initial inspection. Documentation must be provided as a detailed list stating how non-compliance issues have been addressed along, with photographic evidence of each correction. If the non- compliance issues have not been addressed, an action plan detailing how non-compliance issues will be addressed and an implementation schedule will be requested. Earthology will request all forms of documentation to be signed by the station/general manager or by a designee. In addition, Earthology will conduct follow up inspections to determine/verify if non-compliant issue(s) have been addressed.

Assumptions

- PBI - Up to 25 sites will require a re-inspection to determine compliance.
- LNA- Up to 16 sites will require a re-inspection to determine compliance.
- F45 - Up to 4 sites will require a re-inspection to determine compliance.
- PHK - One site will require a re-inspection to determine compliance.

Task 4 – Project Coordination

This task involves coordination between the AVCON team and the DOA throughout the duration of the contract (i.e., phone calls, emails, etc.). This task also includes preparing monthly progress reports of the status of task activities, scheduling, file management and project management activities.

PROJECT SCHEDULE

The AVCON Team is scheduled to complete this project within 270 Calendar Days following receipt of the Notice to Proceed.

PROJECT DELIVERABLES

Project Deliverables are as described in the above-mentioned Task 1 through 4.

PROJECT ASSUMPTIONS

1. In the event that the DOA and AVCON believe it to be in the best interests of the Project that additional inspection services, or additional services beyond what is provided in this scope of work be provided by AVCON a separate Task Authorization, which specifies the proposed scope of services to be performed, will be prepared.
2. The DOA will be responsible to provide all necessary information environmental documents preparation described in this proposal, and any other information that could be required.
3. DOA shall pay additional compensation associated with efforts not specified in this proposal, if required. AVCON will notify the DOA in advance if this situation arises.
4. The proposal, scope of work, schedule and cost estimate has been prepared according to the information provided by the DOA. These may be adjusted according to the requirements and progress of the project and any additional effort that may be required.
5. The cost of the proposal does not include any activity related to other permit applications/modifications not defined in this scope, amendments, mitigation, restoration, and laboratory analysis, permit or application fees, among others.
6. All environmental documents (reports) are subject to one round of revisions by the DOA.

ATTACHMENT 'A'

PROJECT DESCRIPTION: PBC DOA Stormwater Pollution Prevention Plan (SWPPP) 2023 Update — **DATE PREPARED: May 27, 2022**

PREPARED BY: Mark A. Waller — **Revised: July 20, 2022**

TASK NUMBER	TASK DESCRIPTION	Employee Classifications: Senior Project Manager	QC Reviewer	Senior Civil Engineer	Project Engineer	Contract Administrator	Hours	SUB-TOTAL - LABOR	EXPENSES	TOTALS
	Billing Rates Per Hour	$216.00	$252.00	$163.00	$102.00	$101.00				
	Inspections and Document Preparation									
1.1	In-House Data Collection	2			6		8	$1,044.00		$1,044.00
1.2	Tenant Questionnaire	2		2	2		6	$962.00		$962.00
1.3-1.5	Annual Compliance, Visual NPDES Permitted Drainage Structures, Tenant & DOA Facility Inspections, Drainage Map Updates	2	4	8	24	2	40	$5,394.00	$250.00	$5,644.00
1.6	Annual Compliance Inspection Report	4	10	12			26	$5,340.00		$5,340.00
1.7	Tenant Compliance Coordination	1		4			5	$868.00		$868.00
2.0	Training Workshop				4		4	$408.00		$408.00
3.0	Compliance Followup			4			4	$652.00		$652.00
Tasks 1 thru 3 Subtotals		**11**	**14**	**30**	**36**	**2**	**93**	**$ 14,668.00**	**$ 250.00**	**$14,918.00**
	Client and Project Coordination									
	Coordination Meeting	2		2	4	2	10	$1,368.00	$20.00	$1,400.00
	Task Management and Subconsultant Coordination	8		16	8	8	40	$5,960.00		$6,000.00
Client and Project Coordination Task Subtotal		**10**	**0**	**18**	**12**	**10**	**50**	**$ 7,328.00**	**$ 20.00**	**$7,400.00**
Total Hours and Fee - AVCON, Inc.		**21**	**14**	**48**	**48**	**12**	**143**	**$ 21,996.00**	**$ 270.00**	**$22,266.00**

Subconsultant Fees

1	*Total Subconsultant Fee - Earthology, LLC*	$ 124,978.51
	Total Subconsultant Expenses - Earthology, LLC	$ 3,600.00

GRAND TOTAL AVCON AND EARTHOLOGY FEE - BASIC ENGINEERING SERVICES *$150,844.51*

DOA 21-12 - SWPPP Compliance - Labor / Fee Estimate - Earthology

		Billing Rates	$223.06	$160.68	$103.97	$85.06	$75.68				
			Project Manager	Sr. Env Scientist III	Env Scientist Level II	GIS Analyst	Admin	Total Hrs	Labor	Expenses	Total
Task	Task Description										
	Palm Beach International Airport (PBI)		**28**	**121**	**214**	**8**	**84**	**455**	**$54,969.26**	**$1,250.00**	**$56,219.26**
1.1	In-House Data Collection		0	1	2	0	1	4	$444.23		$444.23
1.2	Tenant Questionnaire and Notification		2	0	4	0	14	20	$1,920.54	$150.00	$2,070.54
1.3-1.5	Annual Compliance, Visual NPDES Permitted Drainage Structure, Tenant and DOA Facility Inspections		1	52	60	2	0	115	$14,986.74	$400.00	$15,386.74
1.6	Annual Compliance Inspection Report		8	18	73	4	21	124	$14,194.58	$400.00	$14,594.58
1.7	Tenant Compliance Coordination		2	0	8	0	20	30	$2,790.08		$2,790.08
2	Training Workshop		8	16	19	2	20	65	$8,013.11	$300.00	$8,313.11
3	Compliance Follow-Up		7	34	48	0	8	97	$12,619.98		$12,619.98
	North County General Avaiaton Airport (F45)		**18**	**31**	**108**	**4**	**39**	**200**	**$23,516.68**	**$695.00**	**$24,211.68**
1.1	In-House Data Collection		0	1	1	0	1	3	$340.26		$340.26
1.2	Tenant Questionnaire and Notification		2	0	2	0	5	9	$1,032.11	$100.00	$1,132.11
1.3-1.5	Annual Compliance, Visual NPDES Permitted Drainage Structure, Tenant and DOA Facility Inspections		0	13	26	1	0	40	$4,877.12	$250.00	$5,127.12
1.6	Annual Compliance Inspection Report		4	7	42	2	12	67	$7,461.18	$220.00	$7,681.18
1.7	Tenant Compliance Coordination		1	0	2	0	8	11	$1,035.88		$1,035.88
2	Training Workshop		7	5	13	1	10	36	$4,557.59	$125.00	$4,682.59
3	Compliance Follow-Up		4	5	22	0	3	34	$4,209.81		$4,209.81
	Palm Beach County Park Airport (LNA)		**22**	**24**	**139**	**4**	**56**	**245**	**$27,793.79**	**$1,200.00**	**$28,993.79**
1.1	In-House Data Collection		0	1	1	0	10	12	$1,020.75		$1,020.75
1.2	Tenant Questionnaire and Notification		1	0	2	0	2	5	$582.22	$150.00	$732.22
1.3-1.5	Annual Compliance, Visual NPDES Permitted Drainage Structure, Tenant and DOA Facility Inspections		0	13	38	1	0	52	$6,124.76	$400.00	$6,524.76
1.6	Annual Compliance Inspection Report		6	6	55	2	9	78	$8,871.40	$425.00	$9,296.40
1.7	Tenant Compliance Coordination		2	0	5	0	21	28	$2,553.78		$2,553.78
2	Training Workshop		7	2	17	1	8	35	$4,340.21	$225.00	$4,565.21
3	Compliance Follow-Up		6	2	21	0	6	35	$4,296.75		$4,296.75
	Palm Beach County Glades Airport (PHK)		**7**	**11**	**52**	**3**	**18**	**91**	**$10,352.76**	**$355.00**	**$10,707.76**
1.1	In-House Data Collection		0	1	1	0	0	2	$264.65		$264.65
1.2	Tenant Questionnaire and Notification		1	0	2	0	2	5	$582.22	$50.00	$632.22
1.3-1.5	Annual Compliance, Visual NPDES Permitted Drainage Structure, Tenant and DOA Facility Inspections		0	3	12	1	0	16	$1,814.74	$150.00	$1,964.74
1.6	Annual Compliance Inspection Report		1	4	18	1	7	31	$3,351.57	$85.00	$3,436.57
1.7	Tenant Compliance Coordination		1	0	2	0	5	8	$809.05		$809.05
2	Training Workshop		2	2	4	1	4	13	$1,570.86	$70.00	$1,640.86
3	Compliance Follow-Up		2	1	13	0	0	16	$1,958.41		$1,958.41
3	**Project Coordination**		**20**	**9**	**22**	**0**	**2**	**53**	**$8,346.02**	**$100.00**	**$8,446.02**
	Coordination		8	4	8	0	0	20	$3,258.96		$3,258.96
	Project Status Report		8	2	6	0	2	18	$2,880.88		$2,880.88
	Security Trraining and Badging		0	3	3	0	0	6	$793.95		$793.95
	Agency Coordination		4	0	5	0	0	9	$1,412.09	$100.00	$1,512.09
	Total Quote		**95**	**196**	**535**	**19**	**199**	**1044**	**$124,978.51**	**$3,600.00**	**$128,578.51**

PALM BEACH DOA GENERAL CONSULTING SERVICES

EXHIBIT A-2

Task I-22-DOA-A-002: Annual Airports Facilities Inspections Report 2022

Palm Beach International Airport (PBIA);

North Palm Beach County General Aviation Airport (F45);

Palm Beach County Park Airport (LNA); and

Palm Beach County Glades Airport (PHK)

OVERVIEW

The Palm Beach Department of Airports (DOA) has requested AVCON, Inc. (AVCON) to develop this Task I-22-DOA-A-02: Annual Airports Facilities Inspections Report 2022 Project (Project) to visually document existing conditions at the four airports controlled by the DOA: Palm Beach International Airport (PBIA), North Palm Beach County General Aviation Airport (F45), Palm Beach County Park Airport (LNA), and Palm Beach County Glades Airport (PHK). The purpose is to identify conditions requiring maintenance or repair and to support capital expenditure budgets.

PROJECT TEAM

The Project Team for this task includes:

Firm Name (CONSULTANT / SUBCONSULTANT)	Type of Services
AVCON, Inc. (CONSULTANT)	Project Management, Building Mechanical and Fire Protection Inspections, Data Compilation and Report Preparation
AECOM Technical Services	Civil Facilities Inspections and Report
Colomé & Associates	Building Facilities Architectural Inspections and Report
O'Donnell, Nararotto, Mignogna & Jackson (ONM&J)	Building Facilities Structural Inspections and Report
Quantum Electrical Engineering	Building and Site Facilities Electrical Inspections and Report

PROJECT UNDERSTANDING

The previous Annual Airport Inspections Report, completed by a consultant under a different GEC contract, was finalized on October 19, 2018. This proposed Report will be in a final form and delivered to the DOA two hundred ten (210) days after receipt of a Notice-to-Proceed. The Report will consist of a photographic survey of the facility inspections (interior and exterior) that includes the observations documented by architectural, civil, electrical, mechanical and structural disciplines. These observations will be tagged on location maps and then summarized in an assessment matrix listing the locations, conditions, recommendations, and the approximate cost estimate for each item's remediation.

The proposed approach for this assignment includes the following tasks:

1. Conduct a Kick-off Meeting and an initial project team on-site visual survey of the airports.
2. Meet with airport maintenance staff to identify areas of concern and obtain history of corrective actions undertaken since the 2018 Report.
3. Revisit the conditions cited from the calendar year 2018 Report as part of the on-site visual survey.
4. Compare the earlier visual survey with observations on the current conditions and note any corrective action taken.
5. Identify new conditions based on observations via notes and photographs and location plans/maps.
6. Reformat and update the existing inspection Report to capture new assessment items and provide consistent organization of the findings.
7. In line with the current 2018 Annual Airport Inspections Report, update and compile the assessment matrix (Architectural, Civil, Electrical, Mechanical, and Structural), the inspection photographs, and the location maps into an updated 2022 Annual Airport Inspections Report including approximate cost estimates for the new identified items added to the matrix list.
8. After CONSULTANT and the Project Team complete this assignment, the DOA desires for CONSULTANT to conduct a second phase of work that consists of further analyzing, refining and sorting the new facilities inspection data into a new repair/replace Implementation Plan. The goal of the Phase 2 Implementation Plan is to prioritize and group the new facility immediate action and repair/replace items and their magnitude of costs into separate categories that would either be best suited to be completed by DOA Maintenance staff verses those items that should be completed as a capital project with those costs included in the DOA's Capital Improvement Plan. The Phase 2 Implementation Plan task scope and fee will be authorized under a future separate Task Authorization.

The 2022 Annual Airport Inspections Report/Deliverables will include:

A. Airport Site Plan
B. Location Plan/Maps (Showing specific locations of area reviewed).
C. Individual Report Sections with Narratives listing:
    I. Item(s) of concern
    II. Action code noting relative urgency of repair work
    III. Item condition
    IV. Projected year for repair
    V. Suggested action
    VI. Professional discipline
    VII. Photo reference (if any)

VIII. Estimated repair cost (if applicable)
IX. Action taken (reserved for DOA use)
X. Supplemental comment section (for items that do not conform to Tabular punch list)
XI. Color photographs of items of concern (black and white for draft report – color for final).

D. Hard copies of a draft and 3 hard copies of final report will be submitted to DOA
E. Electronic versions will be submitted to the DOA of the final report. The Excel file shall be sortable.

The proposed 2022 Report will include visual inspections of the existing DOA facilities described as follows:

Palm Beach International Airport

1. Main Terminal #1000 (Architecture, Civil, Electrical and Mechanical)
2. Concourses A, B and C (Architecture, Electrical and Mechanical)
3. Employee Parking Guard Shack #104 (Architecture, Electrical and Structural)
4. PBI Park n Ride Toll Plaza & Booths (Architecture, Electrical and Structural)
5. East Pump Station #150 (Civil and Electrical)
6. DOA Administration #846 (Electrical and Structural)
7. Parking Garage 1 #1000 Short Term (limited Architecture, Electrical and Mechanical)
8. Parking Garage 2 #1100 Long Term (limited Architecture, Electrical and Mechanical)
9. Parking Garage 3 Long Term (limited Architecture, Electrical and Mechanical)
10. Electrical Vault #1200 (Electrical)
11. Revenue Building #1250 & Electrical Sub-Station FPL Vault (Architecture, Electrical, Mechanical and Structural)
12. Air Freight #1300 (Architecture, Civil, Electrical, Mechanical and Structural)
13. ASIG Fuel Farm Buildings #1332 and 1334 (Architecture, Electrical, Mechanical and Structural)
14. Air Cargo #1475 (Architecture, Civil, Electrical and Structural)
15. South Pump Station #1610 (Civil and Electrical)
16. US Customs #1612 (Architecture, Civil, Electrical and Structural)
17. Dollar Car Rental #2401 (Architecture, Civil, Electrical, Mechanical and Structural)

18. Maintenance Building #A - #E (Electrical)

19. Chiller Plant (Mechanical)

20. Perimeter Roadway (Civil and Electrical)

21. General Civil:
    - Airfield Drainage Ponds and Canals (Specifically Fabriform, Eroded Areas, and Structures)
    - ASIG Fuel Farm
    - West Park and Ride
    - West Service Road
    - RotorTech Area
    - 2009 Fuel Spill Area (Galaxy Aviation)
    - Galaxy Aviation
    - Jet Aviation
    - Signature Aviation
    - Cell Phone Lot

22. General: Electrical/Lighting
    - Apron & Parking Lot
    - Lighting Systems – Roadway(s)
    - Lighting Vault – Airfield
    - Lighting / Signage & NAVAID Systems - Airfield

North Palm Beach County General Aviation Airport (F45)

1. Terminal Building (Architecture, Electrical and Structural)
2. Fire Pump Station / Water / Wastewater Facilities (Civil and Electrical)
3. T-Hangar #11200 - #11350 (Architecture, Civil and Structural)
4. T-Hangar #11720 - #11750 (Architecture, Civil, Electrical and Structural)
5. Maintenance Hangar #11550 (Architecture and Structural)
6. Main Hangar #11250 (Architecture and Structural)
7. Electrical Vault and Airfield / AWOS Tower 11500 (Architecture, Electrical and Structural)
8. Civil General (Landside, T-Hangar Parking Lot, Fuel Farm, Airfield Drainage Ponds and canals (Specifically Fabric-form, Eroded Areas, and Structures)
9. Mechanical General Terminal Building and Electrical Vault mechanical systems, T-Hangar and Maintenance Hangars mechanical systems
10. General: Electrical / Lighting
    - Apron & Parking Lot
    - Roadway(s)
    - Airfield Lighting
    - Airfield Lighting / Signage & NAVAID Systems

Palm Beach County Park Airport - Lantana (LNA)

1. Trailer # 950 (Architecture, Mechanical and Structural)
2. Civil Air Patrol #1001 / Landside (Civil and Electrical)
3. Airfield Electrical Vault (Architecture, Electrical and Structural)
4. Civil General (includes airfield drainage – excludes airfield pavement)
5. Lighting / Signage & NAVAID(S) Systems – Airfield (Electrical)
6. Apron Site Lighting (Electrical)

Palm Beach County Glades Airport - Pahokee (PHK)

1. General (Architecture, Civil, Electrical, Mechanical and Structural)
   Terminal Building
   Main Hangar & T-Hangar Buildings (Architectural, Electrical and Structural)
   Airfield Lighting, Signage and NAVAID Systems (Electrical)
   Fuel Farm Electrical Systems

AVCON will perform the required inspections, coordinating closely with the DOA, and submit the Draft Report within seven (7) months of the NTP. Based on input received from the Draft Report Review Meeting with the DOA, AVCON will submit the Final Report four (4) weeks after the Draft Report Review Meeting.

TASK ASSUMPTIONS AND EXCLUSIONS

13. Facilities that will be inspected are limited to those previously included in the November 2018 Annual Airport Inspections Report, excluding the PBIA Airport Aircraft Rescue & Firefighting Building (Building #1040), the Sky Chef Building #1169, the Electrical Vault #1200, Terminal 3, the 5th Street Buildings-(Building # 505, 506, 508, and 509) and the Military Trail Auto Shop. Additionally, no Structural inspections will be performed on the existing PBIA Terminal and Concourse Buildings, the PBIA short-term and long-term parking garage structures (Building #1000) or any existing bridge structure.
14. The Draft Report is subject to one round of revisions by the DOA.
15. Visual inspection shall be limited to the identification of items that are readily accessible to the inspection project team. Inspection shall not include disturbance or removal of any structures. Concealed conditions that would result in change or damage in appearance due to inspection will be noted.
16. Construction Materials Testing and Quantity Survey services will not be provided under this Contract.
17. Escort and security protocol will be coordinated by AVCON with the DOA.
18. Level of detail required for this inspection assessment will be consistent with year 2018 Report.
19. Roadways (unless specifically indicated) and utility infrastructure are excluded.
20. Airfield pavements are excluded as these are evaluated by the FDOT.

Labor Fee Estimate Summary Attached

Labor/Fee Estimate Summary - CONSULTANT (AVCON, INC.) - Task I-22-DOA-A-02: Annual Airports Facilities Inspections Report 2022

Billing Rate:	$ 252	$ 252	$ 216	$ 166	$ 163	$ 179	$ 102	$ 193	$ 101				
					Labor Estimate (Hours)							Fee Estimate ($)	
Task Description Task I-22-DOA-A-02	Principal	QC Reviewer	Sr. Project Manager	Project Manager	Senior Civil Engineer	Senior MEP Engineer	Project Engineer	Senior CADD Designer	Contract Administrator	Total Hours	Labor	Expenses	Total
Project Scoping, Kick Off Meeting and Coordination Total	0	0	56	0	20	0	8	0	20	104	$18,192	$400	$18,792
Project Scoping and Subconsultant Coordination			20						4	24	$ 4,724	$ -	$ 4,724
Kick-off Meeting, Maintenance Staff Meeting & Meeting Notes			8		4				4	12	$ 1,920	$ 100	$ 2,020
Coordination with DOA and Subconsultants			16				8		4	28	$ 4,676	$ -	$ 4,676
Overall Task Management			16		16				8	40	$ 6,872	$ 600	$ 7,472
Building Facility Mechanical and Fire Protection Inspections Total	0	0	28	28	0	146	92	28	40	367	$54,506	$6,800	$61,306
Project Coordination			8	8		8				24	$ 4,464	$ -	$ 4,464
Review FPC Parking Garage Rehabilitation Flood to determine M&FP Impact			1			2				3	$ 574	$ -	$ 574
Building facilities inspections						60	60			120	$ 18,660	$ 6,800	$ 25,460
Cost Estimating		2	4			8	8			22	$ 3,616	$ -	$ 3,616
Mechanical & Fire Protection Report Preparation				8		56	24	28	40	176	$ 20,724	$ -	$ 20,724
QA/QC		6	6	6		6				24	$ 4,878	$ -	$ 4,878
Meetings			6	6		6				18	$ 3,566	$ -	$ 3,566
Develop Facilities Inspection Report Total	0	16	52		48	0	92	64	112	412	$56,930	$2,100	$59,030
Data Compilation			8		16		24	12	32	92	$ 11,252	$ -	$ 11,252
Analysis Matrix Formatting			8		16		16	4	16	60	$ 7,596	$ -	$ 7,596
Location Plan Development			6				8	20		34	$ 4,172	$ -	$ 4,172
Photograph Exhibition and Noting			6				16	8	20	50	$ 5,772	$ -	$ 5,772
Develop Draft Report			8		8		12	12	24	64	$ 7,816	$ -	$ 7,816
QA/QC		8	2							10	$ 2,244	$ -	$ 2,244
Draft Report review with DOA Meeting			4		8				4	16	$ 2,676	$ 100	$ 2,776
Final Report			16				16	8	16	56	$ 7,528	$ -	$ 7,528
QA/QC		8	8							16	$ 3,744	$ -	$ 3,744
Task Management			4							4	$ 1,726	$ -	$ 1,726
Printing Costs										0	$ -	$ 2,000	$ 2,000
											$ -	$ -	$ -
Total Fee - AVCON, INC.	0	24	160	28	68	146	192	92	172	883	$123,228	$8,500	$130,728

Subconsultant Fees

1	Total Subconsultant Fee - ACCOM Technical Services - Civil (LS)	$ 61,256.00
	Total Subconsultant Fee - ACCOM Technical Services (T&M)	$ 600
2	Total Subconsultant Fee - Galardi & Associates - Architectural (LS)	$ 61,268.00
	Total Subconsultant Fee - Galardi & Associates (T&M)	$ -
3	Total Subconsultant Fee - O'Donnell, Naranjo, Mignano & Jackson - Structural (LS)	$ 94,808.68
	Total Subconsultant Fee - O'Donnell, Naranjo, Mignano & Jackson (T&M)	$ -
4	Total Subconsultant Fee -Quantum Electrical Engineering - Electrical (LS)	$ 39,292.00
	Total Subconsultant Fee - Quantum Electrical Engineering (T&M)	$ -

Lump Sum $ 393,652.68
Expenses $ 10,000.00

Total Fee - Subconsultants	$ 257,124.68
GRAND TOTAL AVCON AND SUBCONSULTANTS FEE - BASIC ENGINEERING SERVICES	$ 395,852.68

Prepared by: AVCON, INC.

August 8, 2022

PALM BEACH COUNTY GENERAL CONSULTING SERVICES

EXHIBIT B

Detailed Fees, Expenses, and Payments

A. Methods of Payment for Services and Expenses of Consultant

1. Level I and II Tasks:

For labor and expenses expended by CONSULTANT for Projects, COUNTY shall pay CONSULTANT the amount as summarized in **Table B-1**. Paid vacations, holidays, sick leave and leaves of absence are included in the billing rates as CONSULTANT'S overhead and will not be billed separately.

The total lump sum payment by the COUNTY to the CONSULTANT for rendering basic services for the Task Level I projects described in Exhibits "A-1" and "A-2" including labor and direct costs, is **Five Hundred Forty-Six Thousand Six Hundred Ninety-Seven Dollars and Nineteen Cents ($546,697.19).**

If it is necessary to increase the compensation beyond said allowances, prior written approval shall be obtained from the COUNTY authorizing said increase in compensation.

2. Level II and III Tasks - Miscellaneous and Administrative Services for 2022:

For labor and expenses expended by CONSULTANT, COUNTY shall pay CONSULTANT the amounts as summarized in **Table B-2**. Paid vacations, holidays, sick leave and leaves of absence are included in the billing rates as CONSULTANT'S overhead and will not be billed separately.

Miscellaneous Architectural, Planning, Financial, Environmental, Engineering and Construction Services (III-22-DOA-A-001)

A Not-To-Exceed labor and expense allowance of **Two Hundred Fifty Thousand Dollars and No Cents ($250,000)** is provided to additional services performed under Task III-22-DOA-A-001. A separate proposal or authorization is to be required for this Task. This is to serve as a record keeping arrangement for the performance of miscellaneous planning, financial, environmental, engineering and construction services not included under Task I or II. Billing will be on a lump sum or hourly basis as approved by the COUNTY with lump sum and/or reimbursable expenses listed, all charged against Task III-22-DOA-A-001 as established in this Contract.

Miscellaneous:

If it is necessary to increase the compensation beyond the above labor and expense amount, prior written approval shall be obtained from the COUNTY authorizing said increase in compensation. It is understood and agreed that the CONSULTANT shall not be obligated to perform any services beyond the amounts specified above without additional compensation being paid. CONSULANT shall give written notice to the COUNTY when the total compensation due the CONSULTANT reaches 90 percent of the total amount set forth herein.

3. Prime Subconsultants:

For services rendered by prime subconsultants employed by CONSULTANT, in connection with all basic and miscellaneous services, COUNTY shall pay the amount billed to CONSULANT therefore. It is understood and agreed by COUNTY that as a minimum the following prime subconsultants shall be retained by CONSULANT and their services shall be billed as follows:

Prime Subconsultants are:

A. AECOM Technical Services, Inc.
B. Apple Designs, Inc.
C. Barnes Ferland & Associates, Inc.
D. Brown & Phillips, Inc.
E. Civil Design, Inc.
F. Colomé & Associates, Inc.
G. Earthology LLC
H. Greywood Consulting Corporation
I. JMorton Planning and Landscape Architecture, Inc.
J. Johnson, Levinson, Ragan, Davila, Inc.
K. O'Donnell, Nararotto, Mignogna & Jackson, Inc.
L. Pacifica Engineering Services, LLC
M. Quantum Electrical Engineering, Inc.
N. Thompson Creative Collective
O. Tierra South Florida, Inc.

Billing will be on a lump sum or hourly basis as approved by the COUNTY with lump sum and/or reimbursable expenses listed. Billing Rates will be as set forth in **Exhibit B-1.**

4. Special Subconsultants and Subcontractors:

For services rendered by special subconsultants and subcontractors agreed to by COUNTY in advance in writing, and employed by CONSULTANT in connection with all services, COUNTY shall pay the amount billed to CONSULTANT for subconsultant's and/or subcontractor's personnel. All reimbursable expenses shall be billed in accordance with Article 3 and shall be paid the amount billed therefore.

5. Reimbursable Expenses:

In addition to payments provided for in Article 3, COUNTY shall pay CONSULTANT and its subconsultants and subcontractors the actual cost of reimbursable expenses incurred where goods or services are procured from commercial sources. For services furnished CONSULTANT or its subconsultant or subcontractor from sources within its own facilities, such as computer or reproduction services and the like, COUNTY shall pay CONSULTANT the amounts as determined from the CONSULANT'S or subconsultant's schedule of rates in effect at the time services are provided. Reimbursable expense shall be understood to included authorized travel including air fare, hotel costs, meals, automobile lease and rental, reimbursed use of private automobiles, commercial services and reproduction, printing, long distance telephone, express mailing, testing apparatus, and incidental expenses. Subsistence expenses when authorized in writing by COUNTY shall be paid at rates set forth in **Table B-3**.

B. Time and Method of Payment

CONSULANT shall submit monthly statements for basic and additional services rendered, and for reimbursable and subsistence expenses incurred. COUNTY shall make payments in response to CONSULTANT'S monthly statements within (30) days of the date of COUNTY'S receipt of said monthly statements. All disputed or unsupported items shall be returned to the CONSULTANT for correction.

Progress payments to CONSULTANT shall be due and payable monthly in proportion to the percentage of work accepted and approved by the COUNTY.

C. General

Hourly labor billing rates for all CONSULTANT and subconsultant personnel engaged indirectly on the project, including, but not limited to, officers, principals, engineers, architects, survey men, Junior Engineers, draftsmen, specification writers, estimators, other technical personnel, stenographers, typists and clerks, shall be as set forth in **Exhibit B-I**.

Labor Costs shall include, when authorized by COUNTY, overtime at higher than regular rates to the extent defined by U.S. Federal Wage and Hour Law, but services at said overtime rates shall be utilized only when given prior written approval of the COUNTY.

EXHIBIT "B-I"

2022 HOURLY BILLING RATES

PALM BEACH COUNTY GENERAL CONSULTING SERVICES

EXHIBIT B-I

2022 Hourly Billing Rates

The following is a summary of the 2022 hourly billing rates by labor category for each of the primary team members associated with the AVCON, Inc. Team. The following hourly billing rates are for used during Calendar Year 2022 and apply to the Palm Beach County Department of Airports General Consulting Services Contract. Overhead and profit is included in these billing rates for the CONSULANT. The manhour salary costs by job title description may be increased at the COUNTY'S discretion.

SCHEDULE OF HOURLY LABOR BILLING RATES

CONSULTANT: AVCON, INC. (PRIME)

DESCRIPTION	HOURLY BILLING RATES
DESCRIPTION	**HOURLY BILLING RATES**
Principal	$252.00
QC Reviewer	$252.00
Senior Project Manager	$216.00
Project Manager	$166.00
Senior Civil Engineer	$163.00
Senior Structural Engineer	$169.00
Senior MEP Engineer	$179.00
Senior Architect	$187.00
Project Engineer	$102.00
Engineer/Planner	$93.00
Senior Aviation Planner	$187.00
Senior CADD Designer	$103.00
CADD Designer	$75.00
Construction Inspector	$120.00
Senior Construction Manager	$216.00
Contract Administrator	$101.00
Clerical	$ 61.00

CONSULTANT: AECOM TECHNICAL SERVICES, INC.

DESCRIPTION	HOURLY BILLING RATES
Principal	$340.00
QC Reviewer	$166.00
Sr. Project Manager	$227.00
Project Manager/Senior Engineer	$170.00
Project Engineer	$110.00
Engineer	$92.00
Senior CADD Designer	$81.00
Design / Construction Manager	$167.00
Resident Project Representative / Inspector	$89.00
Senior Planner	$201.00
Planner	$98.00
Electrical Engineer	$156.00
Mechanical Engineer	$125.00
Senior Structural Engineer	$194.00
Structural Engineer	$106.00
Pavement Specialist	$126.00
Senior Architect	$257.00
Architect	$121.00
Graphic Artist	$90.00
Clerical	$82.00

CONSULTANT: APPLE DESIGNS, INC.

DESCRIPTION	HOURLY BILLING RATES
Design Director	$208.29
Program Manager	$178.53
Project Manager	$148.78
Associate Designer	$127.95
Senior Designer	$119.02
Designer II	$104.15
Designer I	$92.25
Clerical	$74.39

CONSULTANT: BARNES FERLAND AND ASSOCIATES

DESCRIPTION	HOURLY BILLING RATES
Principal Engineer	$213.00
Hydrogeologist V	$171.00
Hydrogeologist IV	$132.00
Hydrogeologist III	$117.00
Environmental Scientist IV	$117.00
Environmental Scientist III	99.00
Environmental Scientist II	$75.00
Environmental Scientist I	$60.00
Field Technician IV	$93.00
Field Technician III	$75.00
Field Technician II	$66.00
Field Technician I	$51.00
Sr. Surveyor and Mapper	$165.00
Surveyor and Mapper	$147.00
Survey Technician	$99.00
2 Person Survey Crew	$153.00
3 Person Survey Crew	$201.00
Utility Coordinator	$90.00
S.U.E. 2 Person Crew	$162.00
S.U.E. 3 Person Crew	$201.00

CONSULTANT: BROWN & PHILLIPS, INC.

DESCRIPTION	HOURLY BILLING RATES
Professional Land Surveyor	$ 138.00
Survey Technician	$93.00
CAD Technician	$93.00
Survey Crew (3 person)	$196.80
Survey Crew (2 person)	$151.80
Clerical	$75.00

CONSULTANT: CIVIL DESIGN, INC.

DESCRIPTION	HOURLY BILLING RATES
Principal Engineer	$225.00
Senior Engineer	$195.00
Project Manager	$180.00
Project Engineer	$135.00
Engineer Intern	$105.00
CADD Technician	$90.00
Administrative	$90.00

CONSULTANT: COLOMÉ & ASSOCIATES, INC.

DESCRIPTION	HOURLY BILLING RATES
Principal / Project Architect	$149.61
Project Manager	$129.36
Architect	$135.00
Draftsperson	$90.00

CONSULTANT: EARTHOLOGY, LLC

DESCRIPTION	HOURLY BILLING RATES
Project Manager	$ 223.06
QA/QC Manager	$122.87
Senior Civil / Environmental Engineer	$160.68
Civil Engineer	$103.97
Senior Environmental Scientist III	$ 160.68
Staff Environmental Scientist II	$ 103.97
Principal Ecologist	$179.58
Planner- Natural Resource Management	$103.97
Sr. GIS/CADD Technician	$85.06
GIS/CADD Technician	$66.16
Administrative Assistant/ Field Data Collector	$ 75.68

CONSULTANT: GREYWOOD CONSULTING CORPORATION

DESCRIPTION	HOURLY BILLING RATES
Principal IT Portfolio Manager	$185.00
Senior Program Manager	$165.00
Program Manager	$150.00
Project Manager	$120.00
Project Leader	$102.00
Cybersecurity Principal Consultant	$225.00
Cybersecurity Engineer	$144.00

CONSULTANT: JOHNSON, LEVINSON, RAGAN, DAVILA, INC.

DESCRIPTION	HOURLY BILLING RATES
Principal	$238.52
Project Engineer (P.E.)	$134.75
Engineer	$79.02
Senior Designer	$113.65
Designer	$75.53
Const. Admin	$121.74
CAD Tech	$55.27
Administrative	$73.97

CONSULTANT: JMORTON PLANNING AND LANDSCAPE ARCHITECTURE

DESCRIPTION	HOURLY BILLING RATES
Principal	$165.00
Project Manager	$107.00
Senior Landscape Architect	$114.00
Landscape Designer	$80.00
Senior Urban Planner	$117.00
Urban Planner	$85.00
Clerical	$81.00
CADD Technician	$61.00

CONSULTANT: O'DONNELL, NACAROTTO, MIGNOGNA& JACKSON, INC.

DESCRIPTION	HOURLY BILLING RATES
Principal	$196.35
Project Manager	$165.36
Senior Engineer	$134.34
Project Engineer	$124.02
CADD Operator	$90.00
Administration	$81.62

CONSULTANT: PACIFICA ENGINEERING SERVICES, LLC

DESCRIPTION	HOURLY BILLING RATES
Principal Engineer	$252.30
Threshold Inspector	$214.20
Senior Geotechnical Engineer	$207.90
Engineer, P.E.	$165.18
Project Administrator	$213.90
Senior Project Manager	$222.42
Project Manager	$193.89
Staff Engineer	$108.30
Senior Inspector	$103.32
Inspector	$88.80
Clerical	$64.50
Drafter / CADD	$94.05

CONSULTANT: QUANTUM ELECTRICAL ENGINEERING, INC.

DESCRIPTION	HOURLY BILLING RATES
Project Manager	$170.00
Professional Engineer	$150.00
Project Engineer	$145.00
Field Engineer/Resident Project Representative	$140.00
CADD/Technician	$85.00
Clerical	$48.00

CONSULTANT: THOMPSON CREATIVE COLLECTIVE

DESCRIPTION	HOURLY BILLING RATES
Principal	$133.18
Associate	$69.25

CONSULTANT: TIERRA SOUTH FLORIDA

DESCRIPTION	HOURLY BILLING RATES
Project Manager	$259.38
Principal Engineering	$232.07
Senior Engineer	$225.26
Project Engineer	$218.41
Engineering Intern	$89.81
Senior Technician	$132.40
Asphalt Plant Inspector	$70.98
Asphalt Field Inspector	$70.98
Threshold Inspector	$85.18
Technician	$99.38
CADD	$132.40

DESCRIPTION	UNIT	RATE
SOILS TESTS		
A. Compaction and Stabilization		
1. Moisture-Density Relationship		
a. Standard or Modified Proctor on Soil (AASHTO T-99 or T-180, 4" Mold)	each	$105.00
b. Modified Proctor on Lime rock (AASHTO T-180, 6" Mold)	each	$125.00
B. Nuclear Density Tests		
a) Nuclear Density Test -up to five (5) tests per trip	Trip	$150.00
1. Additional Density tests (beyond 5 tests) each	each	$30.00
2. Engineering Technician-Part time rate-(4 hours) includes stand-by	Trip	$260.00
3. Engineering Technician-Full time rate-(8 hours) includes stand-by	Trip	$520.00
4. Engineering Technician-Part time rate-beyond 4 hours	hour	$65.00
5. Engineering Technician-Full time rate-beyond 8 hours	hour	$97.50
b) Sand Cone Density Test- up to three (3) tests per trip	Trip	$150.00

1. Additional Sand Cone Tests (beyond 3 tests) each	each	$50.00
c) Florida Bearing Value Test	each	$45.00
d) Lime rock Bearing Ratio Test	each	$300.00
e) Atterberg Limit Test	each	$75.00
1. Liquid Limit Tests (only)	each	$52.00
2. Plastic Limit Tests (only)	each	$33.50
f) Carbonate Content Test	each	$100.00
g) Organic Content Test	each	$50.00
h) D.O.T. Corrosivity	each	$190.00
i) Soil Observation (on Site)	hour	$72.40
j) Natural Sample Moisture Content	each	$10.00
k) Unit Weight and Moisture Content (Undisturbed Sample)	each	$50.00
l) Grain-Size Analysis – Full Gradation	test	$75.00
m) Grain-Size Analysis – Single Sieve	test	$45.00
n) Laboratory CBR + Sampling	test	$500.00
o) Grain-Size with Hydrometer	test	$115.00

CONCRETE & MASONRY MATERIALS

A. Concrete Compression Test		
1-Prepare cylinders & slump test on site & deliver to lab		
(Min four (4) cylinders per set)	set	$150.00
2-Prepare beams & slump test on site & deliver to lab		
(Min four (4) beams per set)	set	$150.00
B. Additional Concrete Cylinders	each	$18.00
C. Concrete Compression test only (deliver to lab)	each	$18.00
D. Slump Test	each	$18.00
E. Air Content Test	each	$25.00
F. Stand-by	hour	$72.40
G. Grout Prism (Six (6) per set)		
Includes preparation of Prism on site	set	$80.00
H. 2" x 2" Mortar Cubes (Six (6) per set)		
Includes preparation of Cubes on site	set	$80.00
I. Additional Mortar Cubes	each	$18.00
J. Masonry Units		
1. Compressive Strength	unit	$80.00
2. Absorption	unit	$50.00
K. Concrete Cores (Min 3)		
1. Secure, Trim & Test	core	$80.00

	2. Testing of Core (deliver to lab (incl. trim))	core	$50.00
L.	Swiss Hammer Testing	hour	$72.40
M.	Windsor Probe Test (Min 3 shots)	test	$150.00
N.	Additional Windsor Probe Tests	test	$100.00

AGGREGATE TESTING

A.	Grain Size determination		
	1. Full grain size (8 sieves)	test	$75.00
	2. Wash Through (#200)	test	$45.00
B.	Sieve Analysis – Coarse Aggregate	test	$45.00
C.	Specific Gravity & Absorption of Fine or Coarse Aggregate	test	$70.00

ASPHALT TESTING

A.	Asphalt Plant Facility Inspection	day	$900.00
B.	Asphalt Cores (Obtaining core samples)	each	$225.00
C.	Asphalt Extraction & Gradation	test	$150.00
D.	Asphalt Density & Thickness	test	$25.00
E.	Marshall Stability (incl. density, flow & stability of 3 specimens)(50 blows)	test	$150.00
F.	Coring Machine plus Generator Rental	trip	$400.00

FIELD EXPLORATIONS

A.	Power Auger Borings	feet	$10.00
B.	Hand Augers	hour	$110.00
C.	Standard Penetration Tests – Truck		
	1. 0' – 50'	feet	$14.00 (day)
	0' – 50'	feet	$19.00 (night)
	2. 51' – 100'	feet	$16.00 (day)
	51' – 100'	feet	$22.00 (night)
D.	Grout Bore Holes		
	1. 0' – 50'	feet	$6.00 (day)
	0' – 50'	feet	$7.25 (night)
	2. 51' – 100'	feet	$8.00 (day)
	51' – 100'	feet	$8.75 (night)
E.	Casing		
	1. 0' – 50'	feet	$7.00 (day)
	0' – 50'	feet	$8.50 (night)
	2. 51' – 100'	feet	$9.00 (day)
	51' – 100'	feet	$10.50 (night)
F.	Visual Examination/Stratify	hour	$100.00
G.	Percolation Test	test	$350.00
H.	Muck Probing (4 hour min)	hour	$130.00

I.	Mobilization of drilling equipment to project (Min. Charge)	Lump Sum	$450.00
J.	Support Vehicle	day	$150.00
K.	Double Ring Infiltration Test	test	$500.00
L.	Field Permeability Test (day)	test	$350.00
M.	Field Permeability Test (night)	test	$450.00
N.	Field CBR (Kessler Method)	each	$400.00
Maintenance of Traffic (MOT)		each	$1800.00

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.)

EXHIBIT "B-II"

SCHEDULE OF PAYMENTS

PALM BEACH COUNTY GENERAL CONSULTING SERVICES

EXHIBIT B-II

Schedule of Payments

The scope of work to be completed by CONSULTANT as defined in Exhibit "A" consists of specific completion phases which shall be clearly identified on a phase-by-phase basis upon submission to the COUNTY of certain "deliverables"* as expressly indicated below. Compensation for the work tasks stated herein shall be in accordance with the following schedule of payments.

PHASE 1

TASK I
Tasks to be Completed:

Task I-22-DOA-A-001: Palm Beach Department of Airports (PBCDOA)
Update Stormwater Pollution Prevention Plan (SWPPP) 2023 Project
Completion Time: 270 Calendar Days
Compensation for Phase 1: $150,844.51
Deliverable(s) Required:
See Exhibit "A-1" for list of deliverables.

Task I-22-DOA-A-002: Palm Beach Department of Airports (PBCDOA)
2022 Annual Airport Facilities Inspections Project
Completion Time: 210 Calendar Days
Compensation for Phase 1: $395,852.68
Deliverable(s) Required:
See Exhibit "A-2" for list of deliverables.

PHASE 3

TASK III
Task(s) to be Completed:

Task III-22-DOA-A-001: Palm Beach Department of Airports (PBCDOA)
Miscellaneous Architectural, Planning, Environmental, Engineering and Construction Services
Completion Time: TBD
Compensation for Phase 3: $250,000.00
Deliverable(s) Required: As required in accordance with specific Task Authorizations

* "Deliverables" shall be defined as progress reports, prepared maps, bid documents, completed drawings, specific reports, work plans, documentation of meetings attended, assessment study reports, analysis reports, summary reports, recommendation reports and related draft reports and verifiable deliverables.

Table B-3

Schedule of Subsistence and Reimbursable Expenses

The following unit prices are used in the Contract for work beginning in Calendar Year 2019. Adjustments for subsequent years will be based on Federal rates at the current time of future written authorization.

Air Travel[1/]	At Coach/Economy Cost *Based on appropriate City-Pair*
Per Diem	$95/Day *Based on a quarter period (6 hours), no receipts.*
OR:	
Hotel Lodging	Based on most economical accommodations for purposes of travel
Subsistence	$40.00 per person per day ➢ Breakfast: $7.00 ➢ Lunch: $11.00 ➢ Dinner: $22.00 *Based on 2014 Palm Beach County Policies and Procedures Manual Travel – PPM# CW-F-009*
Rental Car	Based on most economical vehicle for purposes of travel
Personal Auto	Based on IRS Standard Rate at time of travel *Based on 2014 Palm Beach County Policies and Procedures Manual Travel PPM# CW-F-009 (July 11, 2014)*
Overnight Delivery	At Cost
Outside Reprographic Services	At Cost

1/ Persons must specify the most economical method of travel. All travel must be by a usually traveled route. If a person travels by an indirect route for personal convenience, any extra cost(s) will be at the traveler's expense. Commercial air travel by the most economical class. Other carrier rates paid only if a statement is attached certifying that tourist or coach was not available at a reasonable flight time.

Source: 2014 Palm Beach County Policies and Procedures Manual Travel – PPM # CW-F-009

EXHIBIT "C"

PROPOSED SCHEDULES

PALM BEACH COUNTY GENERAL CONSULTING SERVICES

EXHIBIT C

Proposed Schedules

Project	Duration
TASK I SERVICES	
Task I-22-DOA-A-001 Update Stormwater Pollution Prevention Plan (SWPPP) 2023 Project	270 Calendar Days
Task I-22-DOA-A-002 2022 Annual Airports Facilities Inspections Project	210 Calendar Days
TASK III SERVICES	
Task III: Deliverable(s) As required in accordance with specific Task Authorizations	TBD

EXHIBIT "D"

AFFIRMATIVE PROCURMENT ININITIATIVES

OEBO PARTICIPATION EVALUATION FORM

DATE SENT: 1-31-2022 Revised[Correction/Rescoring]	PROJECT MANAGER: Cynthia Portnoy
PROJECT #: DOA 21-12	PROJECT NAME: Airport General Consulting Services
USER DEPARTMENT: Airports	SOLICITATION OPENING DATE:
OEBO ESTABLISHED API: 1. SBE Subcontracting – mandatory minimum of 20% participation. 2. M/WBE Evaluation Preference - 15 points awarded to the level of M/WBE dollar participation that has been committed to the prime respondent's team.	

KEYS FOR DETERMINATIONS: (NOTED THROUGHOUT THIS DOCUMENT)

(1) YES
(2) NO
(3) N/A

BID EVALUATION INFORMATION

BIDDER	PRIME IS A CERTIFIED S/M/WBE	IS PRIME BIDDER RESPONSIVE	PERCENTAGE OF S/M/WBE UTILIZATION
AECOM	(2)	(1)	21 %
AID	(1)	(1)	72%
AVCON	(2)	(1)	37.75%
EXP	(2)	(1)	23.5%
Kimley-Horn	(2)	(1)	42%
Michael Baker Int'l	(2)	(1)	23%

REMARKS:

Tierra South does not receive SBE credit for CCNA related services because they exceed the four (4) million dollar cap. They only receive credit for Construction related projects and not Professional Services projects.

Signature:_____

Title: Small Business Development Specialist II

Date: 1/31/2022

Manager Signature:_____

Project No. DOA 21-12 – Airport General Consulting Services
OEBO Compliance Review: 11/23/2021
Affirmative Procurement Initiatives: SBE subcontracting – mandatory minimum of 20% participation and M/WBE Evaluation Preference - 15 points awarded to the level of M/WBE dollar participation that has been committed to the prime respondent's team.
KEYS FOR DETERMINATIONS: (NOTED THROUGHOUT THIS DOCUMENT)

1. **YES**
2. **NO**
3. **N/A**

Respondent:			AECOM Technical Services 3750 NW 87 Ave., Suite 300 Miami, FL 33409	Non-SBE Prime: 40% **Expiration: (3)**	
SBE	**M/WBE**	**NON-SBE**	**Subcontractor Name**	**Dollar Amount/ Percent**	**Expiration Date**
☐	☐	☒	AVCON	-	3
☐	☒	☐	Barnes, Farland, and Associates **(BFA)**	**7%**	8/6/2023
☒	☐	☐	Chandler Campbelle & Daschle **(CCD)**	-	2/24/2022
☒	☐	☐	Civil Design, Inc **(CDI)**	-	5/19/2022
☐	☒	☐	Colomé & Associates	**6%**	3/13/2022
☐	☐	☒	Cyriacks Environmental Consulting Services **(CECOS)**	-	6/6/2024
☐	☐	☒	Environmental Science Associates **(ESA)**	-	12/27/2021
☐	☐	☒	Harris Miller Miller & Hanson **(HMMH)**	-	3
☐	☐	☒	Johnson, Levinson, Ragan, & Davila **(JLRD)**	-	3
☐	☒	☐	Pacifica Engineering Services (Pacifica)	**2%**	10/24/2024
☐	☒	☐	Quantum Electrical Engineering	**6%**	11/4/2022
☐	☐	☒	Ricondo	-	3
☐	☐	☒	Ross & Baruzzini **(R&D)**	-	3
☒	☐	☐	Urban Design Studios **(UDS)**	-	3/11/2023
PARTICIPATION TOTAL				**100%**	
SBE PARTICIPATION TOTAL				**21%**	
SBE EVALUATION POINTS (EBO Certified M/WBE –African American)				**Points**	4
EVALUATION NOTES:			AECOM Technical Services is responsive to the API. They have proposed 21% MWBE-African American (AA) participation.		

Respondent:			American Infrastructure Development, Inc. (AID) 1645 Palm Beach Lakes Blvd West Palm Beach 33401-2214	SBE Prime: 62% **Expiration: (4/28/2023)**	
SBE	**M/WBE**	**NON-SBE**	**Subcontractor Name**	**Dollar Amount/ Percent**	**Expiration Date**
☐	☒	☐	Brown & Phillips, Inc.	2%	1/30/2022
☐	☐	☒	Cyriacks Environmental Consulting Services (CECOS)	-	3
☐	☐	☒	Jacobs Engineering Group, Inc.	-	3
☐	☒	☐	Quantum Electrical Engineering	**8%**	11/14/2022
☐	☒	☐	Tierra South Florida, Inc (TSF)		10/18/2024
☐	☐	☐			
☐	☐	☐			
☐	☐	☐			
PARTICIPATION TOTAL				**100%**	
SBE PARTICIPATION TOTAL				**72%**	
SBE EVALUATION POINTS (EBO Certified M/WBE –African American)				**Points**	15
EVALUATION NOTES:			AID is responsive to the API. They have proposed 72% MWBE-African American (AA) participation.		

Respondent:			AVCON 5555 East Michigan Street, Suite 200 Orlando, FL 32822	Non-SBE Prime: **45.25%** **Expiration: (3)**	
SBE	**M/WBE**	**NON-SBE**	**Subcontractor Name**	**Dollar Amount/ Percent**	**Expiration Date**
☐	☐	☒	AECOM	-	3
☐	☐	☒	Apple Designs, Inc.	-	3
☐	☒	☐	Barnes, Farland, and Associates **(BFA)**	**1%**	8/6/2023
☐	☒	☐	Brown & Phillips	**2%**	1/30/2022
☒	☐	☐	Civil Design, Inc **(CDI)**	-	5/19/2022
☐	☒	☐	Colomé & Associates	**11%**	3/13/2022
☐	☒	☐	Earthology Environmental Consulting	**6%**	1/17/202
☐	☐	☒	Greywood Consulting Corporation	-	11/4/2023
☐	☒	☐	JMorton Planning & Landscape Architecture	**1%**	7/19/2024
☐	☐	☒	Johnson, Levinson, Ragan & Davila (JLRD)	-	**3**
☒	☐	☐	O'Donnell, Naccarato, Mignogna & Jackson (ONM&J)	-	7/17/2023
☐	☒	☐	Pacifica Engineering Services, LLC	**10.75%**	10/24/2024
☐	☒	☐	Quantum Electrical Engineering	**5%**	11/14/2022
☐	☒	☐	Tierra South Florida, Inc (TSF)	-	10/18/2024
☐	☒	☐	Thompson Creative Collective (TCC)	**1%**	7/1/2022
PARTICIPATION TOTAL				**100%**	
SBE PARTICIPATION TOTAL				**37.75%**	
SBE EVALUATION POINTS (EBO Certified M/WBE –African American)				**Points**	8
EVALUATION NOTES:			AVCON Technical Services is responsive to the API. They have proposed 37.75% MWBE-African American (AA) participation.		

Respondent:			EXP U.S. Service Inc. 201 Alhambra Cir, Coral Gables, FL 33445	Non-SBE Prime: 59% **Expiration: (3)**	
SBE	**M/WBE**	**NON-SBE**	**Subcontractor Name**	**Dollar Amount/ Percent**	**Expiration Date**
☐	☒	☐	Brown & Phillips	2%	1/30/2022
☐	☐	☐	Cyriacks Environmental Consulting Services (CECOS)	-	3
☒	☐	☐	Civil Design, Inc **(CDI)**	-	5/19/2022
☐	☒	☐	Colomé & Associates	**8%**	
☐	☐	☐	Connico Incorporated	-	
☒	☐	☐	Crain Atlantis Engineering, Inc.	-	9/16/2022
☐	☐	☐	CRJ & Associates, Inc	-	
☐	☒	☐	Gartek Engineering	**4.5%**	
☐	☒	☐	JMorton Planning & Landscape Architecture	**1%**	
☐	☐	☐	Michael Baker Int'l	-	
☐	☒	☐	Quantum Electrical Engineering	**8%**	11/14/2022
☐	☐	☐	RDM Int'l	-	
☐	☐	☐	Ross & Baruzzini (R&D)	-	
☐	☒	☐	Tierra South Florida, Inc (TSF)	-	10/18/2024
☐	☐	☐	Vertical Transportation Excellence	-	
PARTICIPATION TOTAL				**100%**	
SBE PARTICIPATION TOTAL				**23.5%**	
SBE EVALUATION POINTS (EBO Certified M/WBE –African American)				**Points**	5
EVALUATION NOTES:			EXP U.S. Service Inc. is responsive to the API. They have proposed 23.5% MWBE-African American (AA) participation.		

Respondent:			Kimley-Horn PO Box 932520, Atlanta Ga. 31193	Non-SBE Prime: 40% Expiration: (3)	
SBE	**M/WBE**	**NON-SBE**	**Subcontractor Name**	**Dollar Amount/ Percent**	**Expiration Date**
☐	☐	☐	Airport Design Consultants (ADCI)	-	
☐	☒	☐	Barnes, Farland, and Associates (BFA)	**4%**	8/6/2023
☐	☒	☐	Brown & Phillips	**2%**	1/30/2022
☐	☐	☐	Chen Moore and Associates (CMA)	-	
☐	☒	☐	Colome & Associates	**11%**	3/13/2022
☐	☐	☐	Cyriacks Environmental Consulting Services (CECOS)	-	
☐	☐	☐	Dickey Consulting	-	
☐	☒	☐	Gartek Engineering	**4%**	11/17/2022
☐	☐	☐	Johnson, Levinson, Ragan, & Davila (JLRD)	-	
☐	☒	☐	Masse Consulting	**7%**	3/10/2024
☐	☒	☐	MCO Construction & Services	**1%**	4/16/2024
☒	☐	☐	O'Donnell, Naccarato, Mignogna & Jackson (ONM&J)	-	7/17/2023
☐	☒	☐	Pacifica Engineering Services (Pacifica)	**2%**	10/24/2024
☐	☒	☐	Quantum Electrical Engineering	**9%**	11/14/2022
☐	☒	☐	Spectrum Haven	**2%**	7/1/2024
PARTICIPATION TOTAL				**100%**	
SBE PARTICIPATION TOTAL				**42%**	
SBE EVALUATION POINTS (EBO Certified M/WBE –African American)				**Points**	9
EVALUATION NOTES:			Kimley-Horn is responsive to the API. They have proposed 42% MWBE-African American (AA) participation.		

Respondent:			Michael Baker Int'l	Non-SBE Prime: 49% Expiration: (3)	
SBE	M/WBE	NON-SBE	Subcontractor Name	Dollar Amount/ Percent	Expiration Date
☐	☐	☐	BSC Engineering	-	
☐	☒	☐	Barnes, Farland, and Associates (BFA)	5%	
☐	☐	☒	Carl Shephard and Associates, Inc (CSA)	-	
☐	☐	☒	CRJ & Associates	-	
☐	☐	☒	Dickey Consulting		
☐	☐	☒	EXP	-	
☐	☐	☒	Faith Group, LLC	-	
☐	☒	☐	Hammond & Associates	4%	8/10/2023
☐	☒	☐	JMorton Planning & Landscape Architecture	3%	
☐	☐	☒	Johnson, Levinson, Ragan, & Davila (JLRD)	-	
☐	☐	☒	Newhouse and Associates		
☐	☒	☐	Pacifica Engineering Services (Pacifica)	2%	10/24/2024
☐	☒	☐	Quantum Electrical Engineering	9%	11/14/2022
☐	☐	☒	W.D. Schock Company		
PARTICIPATION TOTAL				100%	
SBE PARTICIPATION TOTAL				23	
SBE EVALUATION POINTS (EBO Certified M/WBE –African American)				Points	5
EVALUATION NOTES:			Michael Baker Int'l is responsive to the API. They have proposed 23% MWBE-African American (AA) participation.		

EXHIBIT "E"

EBO SCHEDULES 1 & 2

OEBO SCHEDULE 1

SOLICITATION/PROJECT/BID NAME: Airport General Engineering Consultant Services

SOLICITATION/PROJECT/BID NO.: DOA 21-12

SOLICITATION OPENING/SUBMITTAL DATE: July 22, 2022

COUNTY DEPARTMENT: Department of Airports

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

NAME OF PRIME RESPONDENT/BIDDER: AVCON, INC.

ADDRESS: 5555 E. Michigan Street, Suite 200 Orlando, FL 32822

CONTACT PERSON: Sandeep Singh

PHONE NO.: 407.599.1122

E-MAIL: ssingh@avconinc.com

PRIME'S DOLLAR AMOUNT OR PERCENTAGE OF WORK: $160,994

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

Non-SBE	MBE	WBE	SBE
✓	✓	✓	✓

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

Subcontractor/Sub consultant Name	(Check all Applicable Categories) Non-SBE	MBE Minority Business	WBE Women Business	SBE Small Business	DOLLAR AMOUNT OR PERCENTAGE OF WORK Black	Hispanic	Women	Caucasian	Asian	Other
1. Colomé & Associates, Inc.	☐	☐	✓	✓			$61,268			
2. O'Donnell, Naccarato, Mignogna, & Jackson, Inc.	☐	☐	☐	✓				$94,808.68		
3. Quantum Electrical Engineering, Inc.	☐	☐	✓	✓			$39,282			
4. AECOM Technical Services, Inc.	✓	☐	☐	☐				$61,766		
5. Earthology, LLC	☐	✓	✓	✓			$128,578.51			
				Total			$229,128.51	$156,574.68		

(Please use additional sheets if necessary)

Total Bid/Offer Price $ $796,697.19

Total Certified S/M/WBE Participation $ $323,937.19

I hereby certify that the above information is accurate to the best of my knowledge: Sandeep Singh

Name & Authorized Signature

President

Title

Note:

1. The amount listed on this form for a Subcontractor/sub consultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.
2. Only those firms certified by Palm Beach County at the time of solicitation opening or due date are eligible to meet the established OEBO Affirmative Procurement Initiative (API). Please check the applicable box and list the dollar amount or percentage under the appropriate demographic category.
3. Modification of this form is not permitted and will be rejected upon submittal.

REVISED 05/23/2022

OEBO LETTER OF INTENT – SCHEDULE 2

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: Task I-22-DOA-A-002

SOLICITATION/PROJECT NAME: Annual Airports Facilities Inspections Report 2022

Prime Contractor: AVCON, INC. Subcontractor: Colomé & Associates, Inc.

(Check box(s) that apply)

☑SBE ☑WBE ☐MBE ☐M/WBE ☐Non-S/M/WBE Date of Palm Beach County Certification (if applicable): 3-14-2019.

The undersigned affirms they are the following (select one from each column **if applicable**):

Column 1

☐Male ☑Female

Column 2

☐African-American/Black ☐Asian American ☑Caucasian American ☐Hispanic American ☐Native American

Column 3

☐Supplier

S/M/WBE PARTICIPATION – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any **S/M/WBE** participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	Architectural Inspections				$61, 268 / 15.48%

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: $61, 268 / 15.48%

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

Name of 2nd/3rd tier Subcontractor/subconsultant

Price or Percentage:

AVCON, INC.
Print Name of Prime

By: Sandeep Singh
Authorized Signature

Sandeep Singh, P.E.
Print Name

President
Title

Date: 7/19/2022

Colomé & Associates, Inc.
Print Name of Subcontractor/subconsultant

By:
Authorized Signature

Elizabeth A. G. Colomé
Print Name

President
Title

Date: 8/9/2022

Revised 09/17/2019

OEBO LETTER OF INTENT – SCHEDULE 2

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: Task I-22-DOA-A-002

SOLICITATION/PROJECT NAME: Annual Airports Facilities Inspections Report 2022

Prime Contractor: AVCON, INC. Subcontractor: O'Donnell, Naccarato, Mignogna, & Jackson, Inc.

(Check box(s) that apply)

☑SBE ☐WBE ☐MBE ☐M/WBE ☐Non-S/M/WBE Date of Palm Beach County Certification (if applicable): 07/18/20.

The undersigned affirms they are the following (select one from each column **if applicable**):

Column 1	Column 2				Column 3
☑Male ☐Female	☐African-American/Black	☐Asian American	☑Caucasian American	☐Supplier	
	☐Hispanic American	☐Native American			

S/M/WBE PARTICIPATION – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any **S/M/WBE** participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	Structural Engineering Services				$94,808.68

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: $94,808.68

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

_____ **Price or Percentage:** _____

Name of 2nd/3rd tier Subcontractor/subconsultant

AVCON, INC.
Print Name of Prime

By: Sandeep Singh
Authorized Signature

Sandeep Singh, P.E.
Print Name

President
Title

Date: 7/19/2022

O'Donnell, Naccarato, Mignogna, & Jackson, Inc.
Print Name of Subcontractor/subconsultant

By: _____
Authorized Signature

Dwayne Jackson
Print Name

President
Title

Date: August 8, 2022

Revised 09/17/2019

OEBO LETTER OF INTENT – SCHEDULE 2

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: Task I-22-DOA-A-002

SOLICITATION/PROJECT NAME: Annual Airports Facilities Inspections Report 2022

Prime Contractor: AVCON, INC. Subcontractor: Quantum Electrical Engineering, Inc.

(Check box(s) that apply)

☑SBE ☑WBE ☐MBE ☐M/WBE ☐Non-S/M/WBE Date of Palm Beach County Certification (if applicable): 11/15/19.

The undersigned affirms they are the following (select one from each column if applicable):

Column 1	Column 2	Column 3
☐Male ☑Female	☐African-American/Black ☐Asian American ☑Caucasian American ☐Hispanic American ☐Native American	☐Supplier

S/M/WBE PARTICIPATION – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	Electrical Engineering				$39,282 / 9.92%

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: $39, 282 / 9.92%

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

_____ Price or Percentage: _____

Name of 2nd/3rd tier Subcontractor/subconsultant

AVCON, INC.

Print Name of Prime

By: Sandeep Singh

Authorized Signature

Sandeep Singh, P.E.

Print Name

President

Title

Date: 7/19/2022

Quantum Electrical Engineering, Inc.

Print Name of Subcontractor/subconsultant

By: _____

Authorized Signature

Amy L. Champagne-Baker, PE

Print Name

President

Title

Date: 08/09/2022

Revised 09/17/2019

OEBO LETTER OF INTENT – SCHEDULE 2

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: Task I-22-DOA-A-002

SOLICITATION/PROJECT NAME: Annual Airports Facilities Inspections Report 2022

Prime Contractor: AVCON, INC. Subcontractor: AECOM Technical Services, Inc.

(Check box(s) that apply)

☐SBE ☐WBE ☐MBE ☐M/WBE ☑Non-S/M/WBE Date of Palm Beach County Certification (if applicable): N/A.

The undersigned affirms they are the following (select one from each column **if applicable**):

Column 1

☐Male ☐Female

Column 2

☐African-American/Black ☐Asian American ☐Caucasian American ☐Hispanic American ☐Native American

Column 3

☐Supplier

S/M/WBE PARTICIPATION – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any **S/M/WBE** participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	Civil Facilities Inspections)				$61,766 / 15.6%

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: $61,766 / 15.6%

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

_____ **Price or Percentage:** _____

Name of 2nd/3rd tier Subcontractor/subconsultant

AVCON, INC.

Print Name of Prime

By: Sandeep Singh

Authorized Signature

Sandeep Singh, P.E.

Print Name

President

Title

Date: 7/19/2022

AECOM Technical Services, Inc.

Print Name of Subcontractor/subconsultant

By: Andrew Kacer Digitally signed by Andrew Kacer DN: C=US, E=andy.kacer@aecom.com, O=AECOM, CN=Andrew Kacer Date: 2022.08.09 15:18:23-04'00'

Authorized Signature

Andrew Kacer

Print Name

Authorized Signatory

Title

8-9-2022

Date:

Revised 09/17/2019

OEBO LETTER OF INTENT – SCHEDULE 2

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: Task I-22-DOA-A-001

SOLICITATION/PROJECT NAME: PBC DOA Stormwater Pollution Prevention Plan (SWPPP) 2023 Update

Prime Contractor: AVCON, INC. Subcontractor: Earthology, LLC

(Check box(s) that apply)

☑SBE ☐WBE ☐MBE ☑M/WBE ☐Non-S/M/WBE Date of Palm Beach County Certification (if applicable): 1/18/2021.

The undersigned affirms they are the following (select one from each column **if applicable**):

Column 1	**Column 2**				**Column 3**
☐Male ☑Female	☐African-American/Black	☑Asian American	☐Caucasian American		☐Supplier
	☐Hispanic American	☐Native American			

S/M/WBE PARTICIPATION – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any **S/M/WBE** participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	Environmental Services				$128,578.51 / 85.2%

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: $128,578.51 / 85.2%

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

_____ **Price or Percentage:** _____

Name of 2nd/3rd tier Subcontractor/subconsultant

AVCON, INC.
Print Name of Prime

By: Sandeep Singh
Authorized Signature

Sandeep Singh, PE
Print Name

President
Title

Date: 7/19/2022

Earthology, LLC
Print Name of Subcontractor/subconsultant

By: Prajakta Kamthe
Authorized Signature

Prajakta Kamthe
Print Name

President
Title

Date: 08/11/2022

Revised 09/17/2019

EXHIBIT "F"

ADDITIONAL FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT REQUIREMENTS

PALM BEACH COUNTY GENERAL CONSULTING SERVICES

EXHIBIT F

Additional Federal Aviation Administration (FAA) Contract Requirements

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

Access to Records and Reports (FAA A1.3)

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

Breach of Contract Terms (FAA A3.3)

Any violation or breach of terms of this Contract on the part of the Consultant or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this Contract. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

Title VI List of Pertinent Nondiscrimination Acts and Authorities (FAA A6.4.5)

During the performance of this Contract, the Consultant, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities ("Acts and Regulations"), including, but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 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);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 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 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (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, which 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 (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

Clean Air and Water Pollution Control (FAA A7.3)

Consultant agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Consultant agrees to report any violation to the County immediately upon discovery. The County assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration. Consultant must include this requirement in all subcontracts that exceeds $150,000.

Contract Work Hours and Safety Standards Act (FAA A8.3)

(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 Consultant and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such

liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

(3) Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the County 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 Consultant or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime 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.

Certification Regarding Debarment and Suspension (FAA A11.3.1/A11.3.2)

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

The Consultant, by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction", must verify 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 Consultant will accomplish this by:

a. Checking the System for Award Management at website: http://www.sam.gov.
b. Collecting a certification statement similar to the Certification of Offerer /Bidder Regarding Debarment, above.
c. 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.

Texting When Driving (FAA A13.3)

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

In support of this initiative, the County encourages the Consultant to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Consultant must include the substance of this clause in all sub-tier contracts exceeding $3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

Energy Conservation Requirements (FAA A14.3)

Consultant and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201*et seq*).

Equal Employment Opportunity (FAA A16.3.1)

During the performance of this Contract, the Consultant agrees as follows:

(1) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Consultant will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto,

and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

Fair Labor Standards Act (FAA A17.3)

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

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

Lobbying and Influencing Federal Employees (FAA A18.3)

Consultant certifies, to the best of its knowledge and belief:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, 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, sub-grants, 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 section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Occupational Safety and Health Act of 1970 (FAA A20.2)

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

Procurement of Recovered Materials (FAA A21.3)

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

The contract requires procurement of $10,000 or more of a designated item during the fiscal year; or

1) 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:

a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;

b) Fails to meet reasonable contract performance requirements; or

c) Is only available at an unreasonable price.

Rights to Inventions (FAA A22.3)

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

Seismic Safety (FAA A23.3.1)

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the County a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

Certification Regarding Tax Delinquency and Felony Convictions (FAA A24.3)

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

Certifications

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

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

Note

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

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense

defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

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

Termination for Convenience/Default (FAA A25.3.1/A25.3.2)

See Article 5 – Termination of this Contract.

Trade Restriction Clause (FAA A26.3)

The Consultant certifies that with respect to this solicitation and any resultant contract, the Consultant –

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

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

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

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

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

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Consultant 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.

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

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

Veteran's Preference (FAA A27.3)

In the employment of labor (excluding executive, administrative, and supervisory positions), the Consultant and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 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.

Consultant Affirmative Steps for Subcontracting (2 CFR 200.321(b)(6)

The Consultant must take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used as subcontractors when possible:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
(4) Establishing delivery schedules, where the requirements permit, which encourage participation by small and minority businesses, and women's business enterprises; and
(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

EXHIBIT "G"

Certificate of Insurance

EBIX

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
DX00001794	AVCON, INC.	Modified	Compliant					DOA 21-12	AVCON, INC.
		A++g , XV	Travelers Indemnity Company	7S607609BA	10/6/2021	10/6/2022	Auto Liability		
		A++g , XV	Travelers Indemnity Company of America	CUP007S607855	10/6/2021	10/6/2022	Excess Liability		
		A++g , XV	Travelers Indemnity Company	680007S607425	10/6/2021	10/6/2022	General Liability		
		A+r , XV	Admiral Insurance Company	EO00004746804	10/6/2021	10/6/2022	Professional Liability		
		A++g , XV	Travelers Indemnity Company of America	UB007S607763	10/6/2021	10/6/2022	Workers Comp		

Risk Profile : Standard - Professional Services

Required Additional Insured : Palm Beach County Board of County Commissioners

Ownership Entity :