

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | 2024 | 2025 | 2026 | 2027 | 2028 |
|---|-----------|------------|------------|------------|------------|
| Capital Expenditures | \$318,436 | _____ | _____ | _____ | _____ |
| Operating Costs | _____ | _____ | _____ | _____ | _____ |
| External Revenues | _____ | _____ | _____ | _____ | _____ |
| Program Income (County) | _____ | _____ | _____ | _____ | _____ |
| In-Kind Match (County) | _____ | _____ | _____ | _____ | _____ |
| NET FISCAL IMPACT | \$318,436 | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> |
| # ADDITIONAL FTE POSITIONS (Cumulative) | _____ | _____ | _____ | _____ | _____ |

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

Budget Account No: Fund 3950 Dept 581 Unit T176 Object 6505

| | |
|-----------------------|---------------------|
| PROFESSIONAL SERVICES | \$318,435.89 |
| STAFF COSTS | \$ 0.00 |
| CONTINGENCY | \$ 0.00 |
| TOTAL | \$318,435.89 |

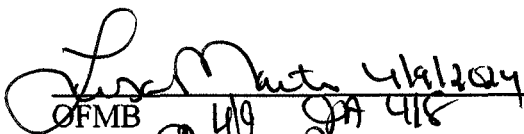
B. Recommended Sources of Funds/Summary of Fiscal Impact:

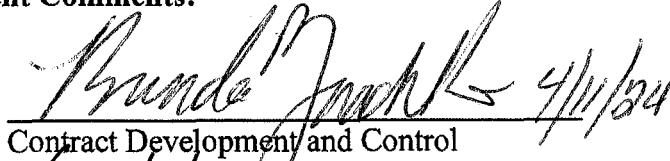
Funding for this project is from the Infrastructure Sales Tax Fund

C. Departmental Fiscal Review: 


III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

 4/11/24
 OFMB PA 418
 4/11/24

 4/11/24
 Contract Development and Control
 TMA 4/10/24

B. Legal Sufficiency:

 4/16/24
 Assistant County Attorney

C. Other Department Review:


 Department Director

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

LOCATION MAP

Project No: 2023-020733
Project Name: North County Aquatic Complex-Restrooms and Locker Rooms Renovations
Location: 861 Toney Penna Drive, Jupiter, Florida 33458



ATTACHMENT #2

BUDGET AVAILABILITY STATEMENT ()

REQUEST DATE: 03/08/2024 REQUESTED BY: Amr Salam PHONE: (561) 233-0705

PROJECT TITLE: North County Aquatic Complex - Restrooms & Locker Rooms Design
(Same as CIP or IST, if applicable)

ORIGINAL CONTRACT AMOUNT: \$213,849.19 IST PLANNING NO.: 2023-020733

REQUESTED AMOUNT: \$318,435.89 BCC RESOLUTION #: R2019-1898

eFDO #: 2023-020733 DATE: 12/17/2019

CSA NUMBER: N/A

LOCATION: 861 Toney Penna Drive, Jupiter, FL 33458

BUILDING NUMBER: 700

DESCRIPTION OF WORK: Restrooms & Locker Rooms Design Services

PROJECT NUMBER: 2023-020733

CONSULTANT: Architecture Green LLC

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT:
Professional services to include the design, permitting and construction administration for the men's and women's restrooms and locker rooms

| | |
|-----------------------|--------------|
| CONSTRUCTION | \$ |
| PROFESSIONAL SERVICES | \$318,435.89 |
| STAFF COSTS* | \$ |
| EQUIP. / SUPPLIES | \$ |
| CONTINGENCY | \$ |
| TOTAL | \$318,435.89 |

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

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

FUND: 3950 DEPT: 581 UNIT: T176 OBJ: 6505

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

| | |
|---------------------------------|---|
| Ad Valorem: (Amount \$) | Infrastructure Sales Tax (Amount \$ <u>318,435.89</u>) |
| State (source/type: Amount \$) | Federal (source/type: Amount \$) |
| Grant (source/type: Amount \$) | Impact Fees: (Amount \$) |
| Other (source/type: Amount \$) | |

Department: Parks and Recreation

BAS APPROVED BY: [Signature] DATE 3/8/2024

ENCUMBRANCE NUMBER: _____

SUPPLEMENT # 1 TO CONSULTANT SERVICES AUTHORIZATION #09

ARCHITECTURE GREEN LLC
Continuing Architectural Consultant

**NORTH COUNTY AQUATIC COMPLEX - RESTROOMS & LOCKER ROOMS
RENOVATIONS
PROJECT NO. 2023-020733**

THIS SUPPLEMENT NO. 1 CONSULTANT SERVICES AUTHORIZATION (CSA) NO. 09 to the Contract dated 12/17/2019 (R2019-1898) (the "Contract") between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners and the Consultant identified herein is for the consultant services described in Item 4 of this CSA.

1. CONSULTANT: Architecture Green LLC, whose Federal Tax ID# is 77-0714409.

| 2. History: | CSA # | Amount | Approval Date | Approved By |
|--------------------|--------------|---------------|----------------------|--------------------|
| | CSA #09 | \$ 213,849.19 | 02/16/2024 | BCC |

3. Services completed to date: CSA No. 09 authorized design, document preparation, permitting and construction administration services necessary for the renovations of the existing 50-meter pool/dive well and new children's splash pad area. This services is still in progress.

4. Description of Services to be provided by Consultant: Professional services shall include the design, document preparation, permitting and construction administration services necessary for the renovations of the existing men's and women's restrooms / locker rooms, as detailed on the attached proposal dated 12/18/2023. In the event of a conflict between the terms and conditions of the Contract and the terms and conditions of Consultant's proposal, the terms and conditions of the Contract shall control.

5. Compensation: The compensation to be paid to the Consultant for the requested services shall be: Lump Sum charge of \$ **318,435.89**.

6. This SUPPLEMENT may be terminated, in whole or in part, by the County with or without cause in accordance with the Contract terms. In the event of termination not the fault of the Consultant, the Consultant shall be compensated for all services performed to termination date, together with reimbursable expenses (if applicable) then due in accordance with the Contract terms.

Consultant agrees to waive any and all claims for lost profits or anticipated future profits in the event of a termination with or without cause under this Contract.

7. If not previously provided or for a new project, the Consultant shall provide County with an executed Conflict of Interest Disclosure Form, attached hereto and incorporated herein.

8. All terms, conditions, and obligations of the original Contract, as amended, shall remain in full

MSB
3/26/24

force and effect, unless specifically noted as follows:

E-VERIFY - EMPLOYMENT ELIGIBILITY

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

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.

9. Time of Commencement: Consultant shall begin work immediately on the requested services upon receipt of this executed document which shall constitute official "Notice to Proceed".

10. EBO Program:

The API established for this contract is a mandatory minimum of 20% SBE participation. The Consultant committed to an SBE participation of 100%. The SBE participation for this CSA is 92.30%. When added to the Consultant's participation to date, the resulting SBE participation is 87.72%.

MSB
3/26/24

THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

Form restricted 11/5/23 Non-Federal (EBO Program) CSA/Supplement

MSB³
3/26/24

**NORTH COUNTY AQUATIC COMPLEX RESTROOMS & LOCKER ROOMS RENOVATIONS
PROJECT NO. 2024 012749**

IN WITNESS WHEREOF, this SUPPLEMENT is accepted, subject to the terms and conditions of the aforementioned Contract.

**ATTEST:
JOSEPH ABRUZZO, CLERK &
COMPTROLLER**

**PALM BEACH COUNTY,
A Political Subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS**

By: _____
Deputy Clerk

By: _____
Maria Sachs, Mayor

Date: _____

**APPROVED AS TO
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS
AND CONDITIONS**

By: _____
Assistant County Attorney

By: _____
Director - FD&O

WITNESS:

CONSULTANT: ARCHITECTURE GREEN LLC

Signature

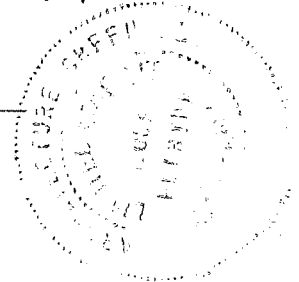
By: _____
Signature

DOUGLAS PERRIN
Name (type or print)

MARK S BEATTY
Name (type or print)

MGMB
Title

(Corporate Seal)



MSB
3/26/24



ARCHITECTURE GREEN LLC

Commerce pointe
1818 South Australian Ave
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561 398-2109
msb@architecturegreenLLC.com

Mark Steven Beatty AIA, LEED A.P.
Principal AA92184

Architecture
Interior Design
Planning
Sustainability Consulting

12/18/2023

Mr. Stuart Patterson, AIA, NCARB
Project Manager
Palm Beach County Facilities Development & Operations
Capital Improvements Division
2633 Vista Parkway
West Palm Beach, Florida 33411-5604

RE: REQUEST FOR PROPOSAL
PROFESSIONAL CONSULTING SERVICES
PBC NORTH COUNTY AQUATIC COMPLEX RENOVATIONS
AQUATIC AND RESTROOM / LOCKER ROOMS
PBC PROJECT # 2023-020733

Dear Mr. Patterson:

I would like to thank you for the opportunity to present our proposal for the renovation of The North County Aquatic Complex men and Women Restroom / Locker Room. Per our discussion, Architecture Green LLC will provide Design and Construction Permit Documents including assistance with the CM Contractor and Permitting assistance along with Construction Administration.

Architecture Green LLC will provide Architectural Services including limited interior design services, Structural, Mechanical, Electrical and Plumbing Engineers. Submittals will be based on the following submittal schedule. Schematic Design, Design Development 50% CD's and 95% Permit submittal.

The Scope is as follows:

ARCHITECTURE GREEN LLC.

DEDICATED TO THE SUSTAINABILITY OF OUR PLANET

AA26002116 – IB26001272



ARCHITECTURE GREEN LLC

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561 398-2109
msb@architecturegreenLLC.com

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Architecture
Interior Design
Planning
Sustainability Consulting

**MEN & WOMEN RESTROOM / LOCKER ROOM
RENOVATION SCOPE OF WORK:**

- Field measure Men and Women restroom / locker rooms and prepare CAD base of as-built.
- Demolition plans will be prepared in order to direct the Contractor to demolish the entire men and women existing interiors as required including Plumbing chase walls, plumbing, toilets, urinals, partition, lavatories, epoxy flooring, wall and tile, showers and associated plumbing. The Demolition plan will include a diagram indicating the areas to remove the existing slab in order to run underground plumbing to new locations.
- Redesign interior layout of Men and Women locker room, showers, and lavatory, toilet and urinal areas.
- Prepare a presentation of new finishes along with the schematic design for P&R approval.
- Layout will attempt to separate the locker room away from the toilet and urinal area.
- Layout will incorporate showers / changing stall combinations, ADA facilities and provide a Unisex / All gender facility including restroom, shower and changing area.
- Removal of existing electrical outlets, light fixtures and exhaust fan system as required.
- Concrete floors will be trenched to relocate plumbing per the new design layout.
- New interior layout will include new epoxy flooring, wall tile, plumbing chases, toilet, urinal and shower / changing partitions, all new toilet, urinal and lavatory fixtures and associated rough and finish plumbing. New wall tile including existing finish repairs for walls and ceiling,
- New LED lighting, electrical outlets, hand dryers.
- New mechanical exhaust duct work and grills as required.
- Additional and relocated fire alarm / ADA devices, exit

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signs and emergency lighting. Does not include a new fire alarm panel.

CONSULTANTS ARE AS FOLLOWS:

- Architecture Green LLC. Lead Architect / PBC SBE.

SUB-CONSULTANTS:

- In-Design Interior Designer / PBC SBE
- JLRD Consulting Engineers – Site Electrical
PBC NON SBE “GRADUATE”
ONM+J Structural Engineers / PBC SBE

Our lump sum fee is as follows:

Architectural / Engineering Services / Restroom / Locker Room Renovation

| | |
|--|---------------------|
| AGLLC..... | \$ 257,025.44 |
| In-Design Inc..... | \$ 7,500.00 |
| JLRD Engineers..... | \$ 24,523.89 |
| ONM+J Structural Engineers..... | \$ 9,165.12 |
| Field Discovery / As-Built / CAD Base..... | \$ 14,221.44 |
| Reimbursable..... | \$ 6000.00 |
| SUB-TOTAL..... | \$318,435.89 |

Attached, find our Schedule 1 and 2 forms and back up information. If PBC requires any further information, please don't hesitate to contact Architecture Green LLC.

ADDITIONAL TERMS AND CONDITIONS:

1. PBC will provide AGLLC with a CAD / PDF of the existing North County Aquatic Complex.
2. This proposal is based on PBC CM at Risk construction method. Cost estimates are not included.

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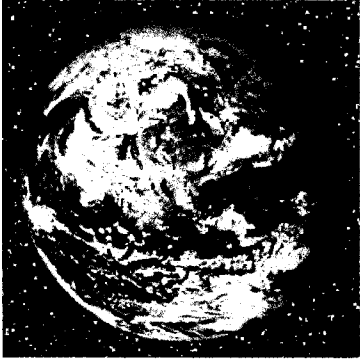
***Architecture
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AA26002116 – IB26001272

3. This proposal does not include Re-Zoning, DRO Site Plan Approvals, Phase I or II Environmental Site Assessment or a Natural Resource Assessment including gopher tortoise survey or relocation services.
4. It is understood that Architecture Green LLC and its Consultants are NOT responsible for Job Safety, Hazardous Material found on site or any unknown conditions.
5. It is assumed that the existing infrastructure will support the redevelopment of the Building area, therefore there are NO off-site infrastructure improvements including roadway, drainage, sewer, water, electric etc or building infrastructure HVAC, Fire Protection, Electrical, Plumbing etc service upgrades included.
6. This proposal does not include any LEED or other Sustainable Criteria Certification.
7. There is no WIFI systems included in this proposal.
8. Proposal includes 2 progress site meetings per month as specified in the scope of work above and in our hourly breakdown. Additional site observation meetings requested by owner will be considered an add service.
9. Architecture green LLC and its Consultants reserves the right to rely on Owner supplied information.
10. This proposal does not include any approvals or permitting (other than PBC agencies listed in the consultants proposal) with any entity including but not limited to Local, State and Federal Environmental Resource Management Agencies, Florida Inland Navigation District (FIND) and the Port of Palm Beach, Florida related to construction within the right-of-way of the ICW and or FIND controlled area.
11. All impact and permitting fees will be paid for by Palm Beach County.
12. A design intent report or renderings are not included.
13. PBC Art in public places program is not included in this proposal.
14. Palm Beach County will provide all Abstract title information as required by PBC permitting.

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15. Reimbursable expenses do not include printed material for contractor bidding purposes. Reimbursable expenses are an estimate only. If that number is exceeded, Client agrees to provide additional funds as required.

**PURSUANT TO SECTION 558.0035, FLORIDA
STATUTES, EFFECTIVE JULY 2013, THE PARTIES
UNDERSTAND AND AGREE THAT THE
ARCHITECTURAL AND ENGINEERING FIRMS,
EMPLOYEES OR AGENTS (DESIGN
PROFESSIONALS) MAY NOT BE SUED OR HELD
INDIVIDUALLY LIABLE FOR NEGLIGENT
PERFORMANCE OF THIS AGREEMENT**

We thank you for the opportunity be to be of service to Palm Beach County. We look forward to the completion of another successful project. If you have any questions or please don't hesitate to call.

Respectfully

Mark S. Beatty AIA, LEED A.P.

Principal
ARCHITECTURE GREEN LLC

ARCHITECTURE GREEN LLC.

DEDICATED TO THE SUSTAINABILITY OF OUR PLANET

AA26002116 – IB26001272

| AGLLC FEE NORTH COUNTY AQUATIC COMPLEX - RESTROOM / LOCKER ROOM RENOVATION - LABOR HOURS 10/31/2023 | | | | | | | | | | | |
|---|---------------------|-------------------|-----------------|---------------------|---------------------|--------------------|---------------|-------------------|---------------------|-----------------------|---------------------|
| Task Description | Principal Architect | | Project Manager | | Technical Cad / Bim | | Clerical | | Labor Total | Reproduction Expenses | Total |
| PBC Project No. | \$184.28 | | \$142.28 | | \$88.00 | | \$59.62 | | | | |
| Task Description Total | 44 | | 1238 | | 910 | | 116 | | \$271,246.88 | \$0.00 | |
| ADMINISTRATION | | | | | | | | | | | |
| AGLLC Prime Contract Coordination / SOW | 12 | \$2,211.36 | 0 | \$0.00 | 0 | \$0.00 | 2 | \$119.24 | \$2,330.60 | | \$2,330.60 |
| Consultant Contract Engagement (3X8) | 24 | \$4,422.72 | 0 | \$0.00 | 0 | \$0.00 | 4 | \$238.48 | \$4,661.20 | | \$4,661.20 |
| Project Admin (7 Months, 3 Consultants) | 0 | \$0.00 | 108 | \$15,366.24 | 0 | \$0.00 | 8 | \$476.96 | \$15,843.20 | | \$15,843.20 |
| Project Set Up | 0 | \$0.00 | 8 | \$1,138.24 | 6 | \$528.00 | 2 | \$119.24 | \$1,785.48 | | \$1,785.48 |
| Project Close Out | 0 | \$0.00 | 24 | \$3,414.72 | 8 | \$704.00 | 4 | \$238.48 | \$4,357.20 | | \$4,357.20 |
| Sub Total | 36 | \$6,634.08 | 140 | \$19,919.20 | 14 | \$1,232.00 | 20 | \$1,192.40 | \$28,977.68 | \$0.00 | \$28,977.68 |
| SCHEMATIC DESIGN | | | | | | | | | | | |
| Progress Meetings / Minutes / Coordination | 0 | \$0.00 | 24 | \$3,414.72 | 0 | \$0.00 | 6 | \$357.72 | \$3,772.44 | | \$3,772.44 |
| AGLLC Schematic Documents | 0 | \$0.00 | 72 | \$10,244.16 | 72 | \$6,336.00 | 0 | \$0.00 | \$16,580.16 | | \$16,580.16 |
| Consultant Collaboration / QAQC Review | 0 | \$0.00 | 12 | \$1,707.36 | 0 | \$0.00 | 0 | \$0.00 | \$1,707.36 | | \$1,707.36 |
| Field Discovery / As-Built interiors / CAD Base | 0 | \$0.00 | 48 | \$6,829.44 | 84 | \$7,392.00 | 0 | \$0.00 | \$14,221.44 | | \$14,221.44 |
| Schematic Submittal / PBC Review / Comments | 0 | \$0.00 | 4 | \$569.12 | 8 | \$704.00 | 0 | \$0.00 | \$1,273.12 | | \$1,273.12 |
| Sub Total | 0 | \$0.00 | 160 | \$22,764.80 | 164 | \$14,432.00 | 6 | \$357.72 | \$37,554.52 | \$0.00 | \$37,554.52 |
| DESIGN DEVELOPMENT | | | | | | | | | | | |
| Progress Meetings / Minutes / Coordination (3) | 0 | \$0.00 | 24 | \$3,414.72 | 0 | \$0.00 | 6 | \$357.72 | \$3,772.44 | | \$3,772.44 |
| AGLLC Design Documents | 0 | \$0.00 | 112 | \$15,935.36 | 144 | \$12,672.00 | 0 | \$0.00 | \$28,607.36 | | \$28,607.36 |
| Specifications | 0 | \$0.00 | 8 | \$1,138.24 | 0 | \$0.00 | 2 | \$119.24 | \$1,257.48 | | \$1,257.48 |
| Consultant Collaboration / QAQC Review | 0 | \$0.00 | 16 | \$2,276.48 | 0 | \$0.00 | 0 | \$0.00 | \$2,276.48 | | \$2,276.48 |
| DD Submittal / PBC Review / Comments | 0 | \$0.00 | 8 | \$1,138.24 | 8 | \$704.00 | 0 | \$0.00 | \$1,842.24 | | \$1,842.24 |
| Sub Total | 0 | \$0.00 | 168 | \$23,903.04 | 152 | \$13,376.00 | 8 | \$476.96 | \$37,756.00 | \$0.00 | \$37,756.00 |
| 50% & 95% CONSTRUCTION DOCUMENTS | | | | | | | | | | | |
| Progress Meetings / Minutes / Coordination (2) | 0 | \$0.00 | 48 | \$6,829.44 | 0 | \$0.00 | 12 | \$715.44 | \$7,544.88 | | \$7,544.88 |
| AGLLC Design Documents (50%-95%) | 0 | \$0.00 | 172 | \$24,472.16 | 416 | \$36,608.00 | 0 | \$0.00 | \$61,080.16 | | \$61,080.16 |
| Specifications | 0 | \$0.00 | 48 | \$6,829.44 | 36 | \$3,168.00 | 8 | \$476.96 | \$10,474.40 | | \$10,474.40 |
| Consultant Collaboration / QAQC Review | 0 | \$0.00 | 32 | \$4,552.96 | 8 | \$704.00 | 0 | \$0.00 | \$5,256.96 | | \$5,256.96 |
| Incorporate DD & 50% CD Comments | 0 | \$0.00 | 16 | \$2,276.48 | 16 | \$1,408.00 | 0 | \$0.00 | \$3,684.48 | | \$3,684.48 |
| Sub Total | 0 | \$0.00 | 316 | \$44,960.48 | 476 | \$41,888.00 | 20 | \$1,192.40 | \$88,040.88 | \$0.00 | \$88,040.88 |
| PERMITTING / BIDDING PROCESS | | | | | | | | | | | |
| Pre - Bid Meeting | 0 | \$0.00 | 8 | \$1,138.24 | 0 | \$0.00 | 2 | \$119.24 | \$1,257.48 | | \$1,257.48 |
| CM Collaboration / GMP / Estimates / RFI's | 0 | \$0.00 | 24 | \$3,414.72 | 0 | \$0.00 | 4 | \$238.48 | \$3,653.20 | | \$3,653.20 |
| Bldg. Permit / Prep Submittal for CM | 0 | \$0.00 | 16 | \$2,276.48 | 8 | \$704.00 | 0 | \$0.00 | \$2,980.48 | | \$2,980.48 |
| Consultant Permit Coordination / Review | 0 | \$0.00 | 24 | \$3,414.72 | 0 | \$0.00 | 0 | \$0.00 | \$3,414.72 | | \$3,414.72 |
| | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | \$0.00 | | \$0.00 |
| Sub total | 0 | \$0.00 | 72 | \$10,244.16 | 8 | \$704.00 | 6 | \$357.72 | \$11,305.88 | \$0.00 | \$11,305.88 |
| CONSTRUCTION ADMINISTRATION | | | | | | | | | | | |
| Construction Kick Off Meeting | 0 | \$0.00 | 8 | \$1,138.24 | 0 | \$0.00 | 2 | \$119.24 | \$1,257.48 | | \$1,257.48 |
| Bi-weekly Prog Mtg / Min / Site Visits / 8 month | 8 | \$1,474.24 | 256 | \$36,423.68 | 80 | \$7,040.00 | 32 | \$1,907.84 | \$46,845.76 | | \$46,845.76 |
| Shop Drawing Review (18X3) | 0 | \$0.00 | 54 | \$7,683.12 | 0 | \$0.00 | 8 | \$476.96 | \$8,160.08 | | \$8,160.08 |
| RFI's / Respond to Construction Issues | 0 | \$0.00 | 24 | \$3,414.72 | 8 | \$704.00 | 8 | \$476.96 | \$4,595.68 | | \$4,595.68 |
| Punch List / Closeout | 0 | \$0.00 | 40 | \$5,691.20 | 8 | \$704.00 | 6 | \$357.72 | \$6,752.92 | | \$6,752.92 |
| Sub Total | 8 | \$1,474.24 | 382 | \$54,350.96 | 96 | \$8,448.00 | 56 | \$3,338.72 | \$67,611.92 | \$0.00 | \$67,611.92 |
| CONSULTANTS / MISCELLANEOUS | | | | | | | | | | | |
| In-Design / Interior Designer | | | | | | | | | | | \$7,500.00 |
| JLRD Consulting Engineers / MEP | | | | | | | | | | | \$24,523.89 |
| ONM+J / Structural Engineers | | | | | | | | | | | \$9,165.12 |
| Printing / Reimbursable | | | | | | | | | | \$6,000.00 | \$6,000.00 |
| Sub Total | 44 | \$8,108.32 | 1238 | \$176,142.64 | 910 | \$80,080.00 | 116 | \$6,915.92 | \$271,246.88 | \$6,000.00 | \$47,189.01 |
| Grand Total | 44.00 | \$8,108.32 | 1238.00 | \$176,142.64 | 910.00 | \$80,080.00 | 116.00 | \$6,915.92 | \$271,246.88 | \$0.00 | \$318,435.89 |



JOHNSON, LEVINSON,
RAGAN, DAVILA, INC.
CONSULTING ENGINEERS

1450 Centrepark Boulevard, Suite 350
West Palm Beach, FL 33401
(561) 689-2303 • (561) 689-2302 Fax
www.jlrdinc.com

PROPOSAL

TO: Mark Beatty

FIRM: Architecture Green, LLC

PROJECT: PBC North County Aquatic Restroom Reno

RE: Engineering Services – MEP&FP

FROM: Charles Gableman, P.E.

DATE: October 24, 2023

Mark,

Our fee for providing Mechanical, Electrical, Plumbing, and Fire Protection engineering design services on the above referenced project will be **\$24,523.89 for Design and CA Only**. The scope as we understand it is based upon the meeting with the owner on 8-9-2023 and follow up emails with attachments and would include the following:

In an effort to enhance services at the above referenced facility, the existing mechanical, plumbing, and electrical systems shall be reconfigured. JLRD shall review the MEP&FP system infrastructure to accommodate the proposed construction.

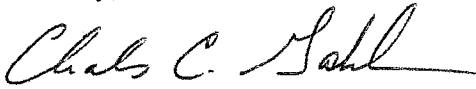
Phase 2: General –

- Provide construction package for complete renovation of existing restrooms.
- Mechanical –
 - Renovated Areas:
 - Replace existing exhaust fans and associated ductwork serving the men's and women's restrooms. Existing AHUs serving other areas such as offices, storage, etc. are to remain as is.
 - It is assumed the existing air handling units provide sufficient outside air to accommodate the proposed finishes revisions without having to be replaced.
- Electrical – It is anticipated the existing service entrance equipment, feeders, and panelboards are existing to remain and will not require replacement or upgrade as the building square footage remains the same.
 - Replace existing lighting fixtures with LED type fixtures. It is anticipated the existing lighting controls will require revision for code compliance.
 - Replace the fire alarm system in its entirety.
 - Convenience Receptacle locations to remain as is if possible, devices to be replaced in-kind, utilizing existing circuiting.
 - Add circuiting for hard wired plumbing fixture sensor valves for toilets and urinals.
 - Paging (public address) per PBC Master Specifications

- Plumbing – Renovation of the public restroom including fixtures and lavatories, reconnecting to existing plumbing piping where possible.
- Construction Administration (Responding to RFIs, Shop Drawing Review, ASIs, etc.) or recording in CAD format the contractor's as-built documents.
- Exclusions:
 - Fire Protection
 - Renovations in areas which are not specifically identified above.
 - AHU replacement and associated ductwork.
 - LEED or other Sustainable Criteria Certification.
- Project specifications will be provided in book format.
- The above proposal is based upon receipt of existing as-built drawings. If as-built drawings are not available or cannot be provided, the engineer may require the owner to provide selective demolition of concealed conditions for coordination of tying new work to existing infrastructure. The engineer shall not be held accountable for unforeseen conditions.

Should we be retained to do the work, I would provide a copy of our standard agreement for a contract between our firms. If you have any questions, please call me.

Sincerely,



Charles C. Gableman, P.E., LEED AP
President
JLRD, Inc.

Sent via Email

MARK BEATTY MSB@ARCHITECTUREGREENLLC.COM

https://jlrldinc-my.sharepoint.com/personal/cgableman_jlrldinc_com/Documents/Documents/Proposals/PB County/AG PBC North County Aquatic Restroom Renovation.doc

**Palm Beach County
North County Aquatic Center Restroom Renovation
Design and CA Rev 1**

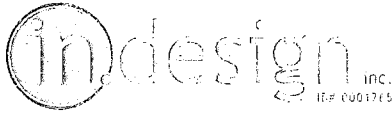
| LABOR BREAKDOWN | | | | | | | | | | | | | |
|---|------------|------------|-------------|------------|------------|-------------|-------------|-------------|------------|------------|-------------|-----|------------|
| TASK | HOURS | | | | | | | | | | | | |
| | Sr. ENGR | | PE | | ENGR | | Sr. DSN | | Designer | | CAD | SEC | |
| BASIC DESIGN | M | E | M | E | M | E | M | E | M | E | | | |
| General | | | | | | | | | | | | | |
| PROJECT ADMIN | | 4 | | | | | | | | | | | 4 |
| Field Work | | | | | | | | | | | | | |
| Site Visit | | | | | | | 3 | 3 | 3 | | | | |
| Analysis / Design | | | | | | | | | | | | | |
| Verification of Existing Elect Loads | | | | | | 2 | | | | | | 2 | |
| Load Calculations | | | | 2 | | | | | 2 | | | | |
| HVAC Load Calculations | | | 4 | | | | | | 2 | | | | |
| Drawings | | | | | | | | | | | | | |
| M-1 Schedules & Legend | | | | | | | | | 1 | | | | 2 |
| M-2 Demo Mech Plan | | | | 1 | | | | | 4 | | | | 6 |
| M-3 New Work Mech Plan | | | | 1 | | | | | 6 | | | | 8 |
| M-4 Mechanical Details | | | | | | | | | 2 | | | | 2 |
| P-1 Schedules & Legend | | | | | | | | | 0.5 | | | | 1 |
| P-2 Floor Plans-Demo Work | | | | 0.5 | | | | | 3 | | | | 6 |
| P-3 Floor Plans-New Work | | | | 1 | | | | | 4 | | | | 8 |
| P-4 Enlarged Plans | | | | 1 | | | | | 4 | | | | 6 |
| P-5 Floor Plans-Risers | | | | 1 | | | | | 3 | | | | 6 |
| E-1 Legend, Notes | | | | | | | | | | 1 | | | 1 |
| E-2 Partial Electrical Site Plan | | | | | 0.5 | | | | | 2 | | | 6 |
| E-3 Lighting Plan Demo Work | | | | | | | | | | 3 | | | 5 |
| E-4 Power / Sys Plans Demo Work | | | | | 0.5 | | | | | 4 | | | 6 |
| E-5 Lighting Plan New Work | | | | | | | | | | 4 | | | 6 |
| E-6 Power / Sys Plans New Work | | | | | 0.5 | | | | | 6 | | | 8 |
| E-7 Power One-Line and Risers | | | | | 0.5 | | 2 | | | 3 | | | 6 |
| E-8 Panel and Misc. Schedules | | | | | | | | | 2 | | 2 | | 4 |
| E-9 Details | | | | | | | | | 2 | | | | 2 |
| E-10 Details | | | | | | | | | 2 | | | | 2 |
| Coordination with other Disciplines/Owner | | | | | | | 1 | 1 | | | | | |
| Specifications | | | | 2 | 2 | | | | | | | | 2 |
| Checking | | 2 | 2 | | | | | | | | | | 6 |
| Incorporate Comments | | | | | | | | | 2 | 2 | 2 | | 4 |
| BASIC DESIGN SUBTOTAL (Sheet) | 2.0 | 6.0 | 11.5 | 6.0 | 1.0 | 11.0 | 34.5 | 32.0 | 5.0 | 0.0 | #### | | 6.0 |

**Palm Beach County
North County Aquatic Center Restroom Renovation
Design and CA Rev 1**

| LABOR BREAKDOWN | | | | | | | | | | | | | |
|--|----------|-----|------|-----|------|------|---------|------|----------|-----|-------|------|--|
| TASK | HOURS | | | | | | | | | | | | |
| | Sr. ENGR | | PE | | ENGR | | Sr. DSN | | Designer | | CAD | SEC | |
| BASIC DESIGN | M | E | M | E | M | E | M | E | M | E | | | |
| <i>Other Items:</i> | | | | | | | | | | | | | |
| DMS Curve - Non Basic Services | | | | | | | | | | | | | |
| Measured Drwgs of Existing Services | | | | | | | | | | | | | |
| LEED Consultation | | | | | | | | | | | | | |
| Life Cycle Costs | | | | | | | | | | | | | |
| Existing Site Utility Infrastr. Improvements | | | | | | | | | | | | | |
| Site Lighting Design w/ Cert. Letter | | | | | | | | | | | | | |
| Specialty Consultant/Services: | | | | | | | | | | | | | |
| - Voice/Data Comm | | | | | | | | | | | | | |
| - AV systems | | | | | | | | | | | | | |
| - Que / Numbering System | | | | | | | | | | | | | |
| - Public Address | | | | | | | | | | | | | |
| - CCTV Camera | | | | | | | | | | | | | |
| - Access Control | | | | | | | | | | | | | |
| - Intrusion Detection | | | | | | | | | | | | | |
| - Secured Parking - Gates | | | | | | | | | | | | | |
| Cost Estimating | | | | | | | | | | | | | |
| Alternate Bids/Multiple Constr. Contract | | | | | | | | | | | | | |
| Record Drawings | | | | | 2 | 2 | | | 2 | | 4 | | |
| Additional C/A Participation | | | | | | | | | | | | | |
| BASIC DESIGN SUBTOTAL | 2.0 | 6.0 | 11.5 | 6.0 | 3.0 | 13.0 | 34.5 | 32.0 | 7.0 | 0.0 | 107.0 | 6.0 | |
| CONSTRUCTION ADMIN | | | | | | | | | | | | | |
| SHOP DRAWINGS | | | | | 4 | 3 | 1 | | | | | 1 | |
| BIDDING / RFIS | | | | | 4 | 3 | 2 | | | | | | |
| FIELD OBSERVATIONS - 2 visits | | | | | | | 6 | 6 | | | | 2 | |
| SUBSTANTIAL | | | | | | | 2 | 2 | | | | 1 | |
| SUBTOTALS | | | | | | | | | | | | | |
| LABOR BASIC DESIGN | 2 | 6 | 11.5 | 6 | 3 | 13 | 34.5 | 32 | 7 | 0 | 107 | 6 | |
| LABOR CONSTRUCTION ADMIN | 0 | 0 | 0 | 0 | 8 | 6 | 11 | 8 | 0 | 0 | 0 | 4 | |
| JLRD DIRECT LABOR | 2.0 | 6.0 | 11.5 | 6.0 | 11.0 | 19.0 | 45.5 | 40.0 | 7.0 | 0.0 | 107.0 | 10.0 | |

**Palm Beach County
North County Aquatic Center Restroom Renovation
Design and CA Rev 1**

| LABOR BREAKDOWN | | | | | | |
|-------------------------------------|---------------|---------------|-------------------|--|---------------|---------------------|
| TASK | HOURS | | | | | |
| LABOR COST | | HRS | | | RATE * | COST |
| Sr. Mechanical Engineer (Principal) | | 2.0 | | | \$ 236.94 | \$ 473.88 |
| Sr. Electrical Engineer (Principal) | | 6.0 | | | \$ 236.94 | \$ 1,421.64 |
| Mechanical Engineer - PE | | 11.5 | | | \$ 147.22 | \$ 1,693.03 |
| Electrical Engineer - PE | | 6.0 | | | \$ 147.22 | \$ 883.32 |
| Mechanical Engineer | | 11.0 | | | \$ 75.30 | \$ 828.30 |
| Electrical Engineer | | 19.0 | | | \$ 75.30 | \$ 1,430.70 |
| Sr. Mechanical Designer | | 45.5 | | | \$ 113.10 | \$ 5,146.05 |
| Sr. Electrical Designer | | 40.0 | | | \$ 113.10 | \$ 4,524.00 |
| Mechanical Designer | | 7.0 | | | \$ 69.47 | \$ 486.29 |
| Electrical Designer | | 0.0 | | | \$ 69.47 | \$ - |
| | | | | | | \$ - |
| Cadd Draftsman | | 107.0 | | | \$ 57.54 | \$ 6,156.78 |
| Secretarial | | 10.0 | | | \$ 79.14 | \$ 791.40 |
| | | | | | | |
| * Fee Rates - R2020-1680 | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| JLRD LABOR COSTS | | | | | | \$23,835.39 |
| | | | | | | |
| SUBCONTRACT | | | | | | |
| | | | | | | |
| | | | | | | |
| EXPENSES | | | | | | |
| | <u>Sheets</u> | <u>Copies</u> | <u>Submittals</u> | | <u>\$/ea.</u> | |
| Reproduction - Dwgs (24" x 36") | 19 | 5 | 3 | | \$ 1.10 | \$ 313.50 |
| Reproduction - Specs (8.5" x 11") | 250 | 5 | 3 | | \$ 0.10 | \$ 375.00 |
| SUMMARY | | | | | | |
| JLRD DIRECT LABOR | | | | | | \$ 23,835.39 |
| SUBCONTRACT | | | | | | \$ - |
| EXPENSES | | | | | | \$ 688.50 |
| | | | | | | |
| TOTAL PROPOSAL | | | | | | \$ 24,523.89 |



Interior Design Contract

October 26, 2023

Page 1 of 4

This agreement (hereinafter “**Agreement**”) between **Architecture Green, LLC** (hereinafter “**Client**”), and **in·design, inc.** (hereinafter “**IDC**”- Interior Design Consultant), shall set forth the responsibilities for each party signing this Agreement.

1. **Job Description:**
Client is planning to renovate **Two Locker Rooms** and has asked IDC to provide design related services (hereinafter “**Project**”), which are more particularly described herein:
2. **Job Location:**
The location of the interior space for which design services shall be performed: **North County Aquatic Complex (hereinafter “Owner”)**, located in Jupiter, Florida (hereinafter “**Location**”).
3. **Start Date/ Completion Date:**
Said start date shall begin upon receipt of the executed Agreement.
4. **Scope of Work:**
IDC will provide the basic services listed below for each Project, as required. Work on each Phase will not begin until Client approval has been obtained on each preceding Phase.

Phase I- Programming

1. IDC will meet with Client via Teams to analyze functional, organizational, and budgetary needs for the Project (no initial site visit is required). IDC will discuss the desired image and guidelines for the Project.

Phase II- Design

1. IDC will prepare a digital presentation illustrating floor patterns, as required, wall features/ finishes, decorative lighting, toilet partitions, fixtures and accessories. IDC will present the proposed finishes, decorative lighting, restroom fixtures and accessories based on programming requirements, budget considerations and IDC’s recommendation for style and quality.
2. Project deliverables for this Phase include:
 - a. (1) Client/ Owner Zoom or in-person meeting to present digital design concept to include:
 - (1) color palette design direction for Women & Men’s Locker Rooms.
 - Key wall elevations rendered in Photoshop.
 - Restroom floor pattern rendered in Photoshop.
 - Physical samples of all finishes.
 - Digital copy of presentation for Client/ Owner use.
 - b. (1) Final Client/ Owner Zoom meeting to present final design, based on feedback from first presentation, as required.

Phase III- Documentation

1. IDC will prepare schematic plans showing floor patterns, wall tile layouts, fixture and decorative lighting locations for each locker room.
2. Project deliverables for this Phase include:
 - a. CAD drawings of wall/ flooring layout and key wall elevations.
 - b. Cut sheets for all specified lighting, fixtures and accessories (including soap dispenser, hand dryer, faucet fixtures and ADA grab bars).

commercial interior design

2080 N.W. BOCA RATON BOULEVARD SUITE 6, BOCA RATON, FLORIDA 33431

TEL: 561.620.8185 WWW.INDESIGNSTUDIO.NET

- c. Final material specifications for all finishes selected by IDC.
- d. Final Document Package for Client to create construction documents.
- e. (4) hours of design documentation time between IDC and Client to ensure proper design intent detailing.
- f. (4) hours of Contract Administration services to review shop drawings and RFI's.

5. **Cost/ Compensation:**

- a. Compensation for the basic services as described in the Agreement hereto shall be a fixed fee in the amount of:

Seven thousand five hundred dollars (\$7,500.00)

The fee shall be billable as follows:

| | | |
|---------------|---------------|---------------------|
| Phase I | Programming | \$300.00 |
| Phase II | Design | \$4,000.00 |
| Phase II | Documentation | \$3,200.00 |
| Total: | | * \$7,500.00 |

Fee Breakdown Per Discipline:

| | |
|--------------------------------------|-------------------|
| Principal- 12 hours @ \$200 | \$2,400.00 |
| Senior Designer- 10 hours @ \$185 | \$1,850.00 |
| Junior Designer- 26 hours @ \$125.00 | \$3,250.00 |
| Total: | \$7,500.00 |

***furniture, artwork, signage package and construction administration services- above the 4 hours noted in section 4f, are not included in the above fee.**

- b. Should the scope of Work be changed, or Client/ Owner makes a decision which involves extra services or expenses for changes in or additions to Work (including but not limited to value engineering changes affecting approved design and documentation phases. IDC shall be paid for such services over and above the total compensation as referred to herein, at the hourly rate of \$200.00 for Principals, \$185.00 for Senior Designers, \$165.00 for Project Designers, \$125.00 for Junior Designers and \$100.00 for Clerical. Client shall be informed of additional fees prior to Work being performed.

5. **Client Responsibilities:**

- a. Client shall provide full information regarding the requirements for the Project, as well as an Auto Cad file suitable for generating necessary schematic documents. Client shall designate **Mark Beatty** to act as its agent with respect to the Project.
- b. Client shall examine documents, samples and other submittals made by IDC and shall render all decisions pertaining thereto promptly to avoid delays in the progress of IDC's Work.

6. **Payment; Default:**

- a. Invoices for IDC's fees shall be submitted for Work accomplished. All invoices are due and payable upon receipt. Client shall mail/ postmark payment within five (5) business days from receipt of payment by Owner to Client. Client shall invoice Owner within (5) business days from receipt of IDC's invoice. Client shall request that payment by Owner to Client be made within (15) business days from receipt of invoice.

commercial interior design

2080 N.W. BOCA RATON BOULEVARD SUITE 6, BOCA RATON, FLORIDA 33431

TEL: 561.620.8185 WWW.INDESIGNSTUDIO.NET



Interior Design Contract

October 26, 2023

Page 3 of 4

- b. Failure to make payment within the specified time will be considered a default in this Agreement and shall cause IDC to cease all Work on the Project until payment has been received.
- c. Payments due to IDC under this Agreement shall bear interest at the highest rates allowable under Florida law.

7. **Additional Provisions:**

- a. **IDC shall receive full and appropriate credit on all publicity released and reproductions made.**
- b. This Agreement shall be construed under the laws of the State of Florida, and venue for any action arising out of this Agreement shall be Palm Beach County.
- c. All plans and specifications of IDC shall be the property of Client/ Owner. IDC will retain ownership of any progress plans and specifications, and any other Work product, which bears Owner's signature of acceptance.
- d. If any clause, paragraph, or condition, individually or in combination, is deemed by a court of law to be unenforceable, it is agreed that the remaining clauses, paragraphs, and/or conditions of this Agreement shall remain in full force and effect.
- e. The paragraph numbers and headings contained in this Agreement are for convenience only; the parties hereto agree that they do not restrict the subject matter of any labeled paragraph from appearing elsewhere in this Agreement.
- f. It is understood and agreed that either party can terminate this Agreement upon seven (7) days written notice to the other. IDC shall be entitled to payment for all Work completed as of the date of the receipt of the termination notice.
- g. In any claim or controversy arising out of or relating to this Agreement, the prevailing party, which for purposes of this provision shall include IDC, Client and any Contractors and/or Agents of Client, shall be entitled to and awarded reasonable attorney's fees, costs and expenses, including those fees, costs and expenses incurred on appeal.
- h. This Agreement represents the entire Agreement between the Client and IDC and may be amended only by written instrument signed by both parties.

in·design, inc.- IB #0001265
2080 N.W. Boca Raton Blvd., Suite 6
Boca Raton, Florida 33431

Architecture Green, LLC
1818 S. Australian Avenue, Suite 245
West Palm Beach, Florida 33409

By: Laura Rachlin
Laura Rachlin
Principal

By: _____
Mark S. Beatty AIA, LEED A.P.

Date: 10.26.23

Date: _____



October 24, 2023

Mark Beatty

Architecture Green LLC.
1818 S. Australian Ave., Suite 245
West Palm Beach, FL 33409

**Re: North County Aquatic Complex Renovation (NCAC)
Palm Beach County, FL
Project No.: 640.121**

We are pleased to submit the following proposal for Consulting Structural Engineering Services for the subject project. Our proposal is based on information supplied by your office. This project consists of the structural design and drafting to renovate the locker / restrooms at NCAC. We will provide structural requirements for cutting slabs, rerouting plumbing lines, infilling slab, building new masonry walls.

Our services during the construction document phase will include the following:

1. Preparation of structural drawings, which will be signed and sealed for building permit application.
2. Building Department review comment response to obtain the building permit.

Our base fee for these services will be broken down as follows:

| | |
|------------------------------|-------------------|
| Construction Documents | \$7,172.16 |
| Submittals / RFIs | \$1,992.96 |
| Total..... | \$9,165.12 |

If construction administration during construction is required, it will be billed on an hourly basis, plus expenses, but only if requested by the client.

Early release structural drawings require two (2) permitting processes and are not included in our base fee.

We assume the structure is located above the floodplain. Hydrostatic slab design is not included in our base fee.

We will invoice for the expense of all printing. Reimbursable expenses such as air travel, mileage to and from the job site and Federal Express unless the client or time restraints require a courier service, will be invoiced with a multiplier of 1.2.

This proposal is valid for six (6) months from the date issued. If work is stopped for more than three (3) months, additional fees will be required to restart the project. Additional services beyond the scope of this proposal may be provided on a flat fee basis or on an hourly basis.

Our hourly rates are as follows:

Our hourly rates are as follows:

RATE SCHEDULE

| | |
|------------------------|----------------|
| Principal | \$176.76/ hour |
| Project Manager | \$162.66/ hour |
| Senior Engineer | \$138.60/ hour |
| Project Engineer | \$123.60/ hour |
| CADD Operator | \$102.06/ hour |

The prevailing rates and contract amount shall be effective on January 1, 2023 and are expected to remain as stated through December 31, 2023. Should circumstances require an adjustment to these rates prior to December 31, 2023, 30 days written notification shall be submitted in advance of the effective date of the change.

Payment is due upon receipt of services.

Contract Terms:

1. A Geotechnical Engineer will be retained by others and we will coordinate our foundation design with his findings.
2. **A conventional spread footing foundation system will be used. If deep foundations, grade beams or structurally supported slabs are required, we will increase the fee accordingly.**
3. Design of sheathing, shoring, scaffolding, formwork and other means and methods of construction will be provided by engineers retained by the contractors.
4. Our fee will be increased for revisions of design or drawings to suit changes after work is released for pricing or permits.
5. Miscellaneous iron items such as stairs, ladders, catwalk and railings will be designed and signed and sealed by the fabricator's engineer and reviewed by O'Donnell, Naccarato, Mignogna & Jackson, Inc.
6. Services related to mold, asbestos materials, detection, modification or process scope of work is specifically excluded and not provided by ONM&J.
7. The scope of services for this project does not include any other structural work in the existing building **including engineering to repair unforeseen problems with the existing structure or to upgrade the existing structure to meet current building codes.**
8. The scope of services for this project does not include delegated shop drawings of specialty engineering items such as heavy timber, wood trusses, precast concrete, MEP roof top equipment attachments, light poles, or aluminum framing. We will provide performance specifications only for any cold-formed steel framing where required at the exterior walls and soffits. We will require signed and sealed delegated shop drawings and calculations from the cold-formed steel contractor's engineer. If the cold form designer requests additional structural steel for the purpose of reducing cost or complexity of exterior curtain wall system, this will be considered value engineering and will be treated as an additional service.

PURSUANT TO F. S. 558, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

Our base fee does not include reinforcing/changing existing walls, foundations, columns, beams, or roof structure for change of occupancy, or other code necessities that require upgrading the building to meet increased envelope wind pressures.

Structural elements are not water resistant. Water proofing, roofing and envelope water resistance scope of work is specifically excluded and not provided by ONM&J.

If the Client requests in writing that our firm provide any specific construction phase services and if our firm agrees in writing to provide such services, then we shall be compensated as Additional Services as provided for in this contract.

In the event of a claim of breach of contract or professional negligence the client agrees that the liability of O'Donnell, Naccarato, Mignogna & Jackson, Inc. and its professionals, employees, consultants and inspectors is limited to the amount of the fee or applicable limits of professional liability insurance, whichever is lesser.

The General Contractor is solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. O'Donnell, Naccarato, Mignogna & Jackson, Inc. and its professionals, inspectors and employees are not responsible for the means and methods of construction or for related safety precautions and programs.

Payment for services is your direct obligation and is not contingent upon any other payment schedules pursuant to other contracts or financial arrangements. If payment is not received within 30 days of your receiving our invoice, you agree to actively participate with us in our efforts to collect our fee directly from your client. Also, we have the option to cease providing services during that time and we cannot be held responsible for costs generated by our work stoppage.

Please call if you have any questions or if additional information is required. Kindly indicate your acceptance by signing and returning this document within ten (10) days. Should this document not be executed and returned to us, all parties acknowledge and agree that "authorization to proceed" through any other means constitutes formal acceptance of all terms and conditions contained herein.

O'DONNELL, NACCARATO, MIGNOGNA & JACKSON, INC.

Dwayne R. Jackson, P.E.
President

DRJ/avi

ACCEPTED BY _____ DATE _____

PRINT NAME _____ TITLE _____



North County Aquatic Complex Renovation (NCAC)

ONM&J Project No.: 640.121

| Fee Breakdown - Attachment "A" | CADD Operator | Project Engineer | Project Manager | Principal | Total |
|--------------------------------|---------------|------------------|-----------------|-------------|--------------------|
| | \$ 102.06 | \$ 123.60 | \$ 162.66 | \$ 176.76 | |
| Construction Documents | 20.0 | 20.0 | 12.0 | 4.0 | \$ 7,172.16 |
| Construction Administration | 0.0 | 8.0 | 4.0 | 2.0 | \$ 1,992.96 |
| | | | | | \$ - |
| Sub Total | \$ 2,041.20 | \$ 3,460.80 | \$ 2,602.56 | \$ 1,060.56 | \$ 9,165.12 |
| | | | | | |
| | | | | | |
| | | | | | |
| TOTAL PROJECT FEE | | | | | \$ 9,165.12 |

OEBO SCHEDULE 1

LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

SOLICITATION/PROJECT/BID NAME: PALM BEACH COUNTY NORTH COUNTY AQUATIC COMPLEX RENOVATION.
 NAME OF PRIME RESPONDENT/BIDDER: ARCHITECTURE GREEN LLC.
 CONTACT PERSON: MARK S. BEATTY AIA
 SOLICITATION OPENING/SUBMITTAL DATE: N/A

SOLICITATION/PROJECT/BID No.: 2023-020733
 ADDRESS: 1818 S. AUSTRALIAN AVE. SUITE #245
 PHONE NO.: 561-398-2109 E-MAIL: MSB@ARCHITECTUREGREENLLC.COM
 DEPARTMENT: N/A E-MAIL: MSB@ARCHITECTUREGREENLLC.COM

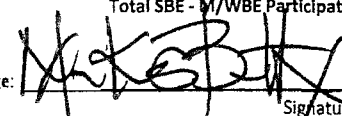
PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME CONTRACTOR/CONSULTANT ON THIS PROJECT. PLEASE ALSO LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SUBCONTRACTORS/SUBCONSULTANTS ON THE PROJECT.

| Name, Address and Phone Number | (Check all Applicable Categories) | | | DOLLAR AMOUNT OR PERCENTAGE OF WORK | | | | | |
|--|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|----------|-------|--------------|---------------------------|-------|
| | Non-SBE | M/WBE Minority/Women Business | SBE Small Business | Black | Hispanic | Women | Caucasian | Other (Please Specify) | |
| 1. ARCHITECTURE GREEN LLC. 1818 S. AUSTRALIAN AVE. SUITE #245 WEST PALM BEACH, FLORIDA 33409 561-398-2109 | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | _____ | _____ | _____ | \$277,246.88 | _____ | |
| 2. IN-DESIGN INC. 2680 N.W. BOCA RATON BOULEVARD, SUITE 6 BOCA RATON, FLORIDA 33431 561-620-8185 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | _____ | _____ | _____ | \$7,500.00 | _____ | |
| 3. JOHSON, LEVINSON, RAGAN, DIMLA INC. CONSULTING ENGINEERS 1450 CENTRE PARK BOULEVARD SUITE 350 WEST PALM BEACH, FLORIDA 33401 561-689-2303 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | _____ | _____ | _____ | \$24,523.89 | _____ | |
| 4. O'DONNELL, NACCARATO, MIGNOGNA & JACKSON INC. 1655 PALM BEACH LAKES BLVD. SUITE 204 WEST PALM BEACH, FLORIDA 33401 561-835-9994 | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | _____ | _____ | _____ | \$9,165.12 | _____ | |
| 5. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | _____ | _____ | _____ | _____ | _____ | |
| (Please use additional sheets if necessary) | | | | | | | Total | \$318,435.89 | _____ |

Total Bid Price \$ 318,435.89

Total SBE - M/WBE Participation \$293,912.00

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


 Signature

MGMB

Title

- Note:**
- The amount listed on this form for a Subcontractor/subconsultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.
 - Firms may be certified by Palm Beach County as an SBE and/or an M/WBE. If firms are certified as both an SBE and/or M/WBE, please indicate the dollar amount under the appropriate category.
 - Modification of this form is not permitted and will be rejected upon submittal.

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: 2023-020733 / RESTROOM / LOCKER ROOM RENOVATION

SOLICITATION/PROJECT NAME: PALM BEACH COUNTY NORTH COUNTY AQUATIC COMPLEX RENOVATION

Prime Contractor: ARCHITECTURE GREEN LLC Subcontractor: N/A

(Check box(s) that apply)

SBE WBE MBE M/WBE Non-S/M/WBE Date of Palm Beach County Certification (if applicable): DEC. 14, 2021

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

| | | |
|--|--|-----------------------------------|
| Column 1 | Column 2 | Column 3 |
| <input checked="" type="checkbox"/> Male <input type="checkbox"/> Female | <input type="checkbox"/> African-American/Black <input type="checkbox"/> Asian American <input checked="" type="checkbox"/> Caucasian American | <input type="checkbox"/> Supplier |
| | <input type="checkbox"/> Hispanic American <input type="checkbox"/> 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 |
|-----------|-------------------------------|------------|-----------------|---------------------------|------------------------|
| 1 | ARCHITECTURAL DESIGN SERVICES | | | | \$271,246.88 |
| 1 | REIMBURSABLE EXPENSES | | | | \$ 6,000.00 |
| | | | | | |
| | | | | | |
| | | | | | |

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

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: _____

ARCHITECTURE GREEN LLC

Print Name of Prime

By: 

Authorized Signature

MARK S. BEATTY AIA

Print Name

MGMB

Title

Date: 12/18/23

N/A

Print Name of Subcontractor/subconsultant

By: _____

Authorized Signature

Print Name

Title

Date: _____

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: 2023-020733

SOLICITATION/PROJECT NAME: PALM BEACH COUNTY NORTH COUNTY AQUATIC COMPLEX RENOVATION

Prime Contractor: ARCHITECTURE GREEN LLC. Subcontractor: IN-DESIGN INC.

(Check box(s) that apply)

SBE WBE MBE M/WBE Non-S/M/WBE Date of Palm Beach County Certification (if applicable): 6/18/2019-

11/5/2023

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

| | | |
|--|---|-----------------------------------|
| Column 1 | Column 2 | Column 3 |
| <input type="checkbox"/> Male <input checked="" type="checkbox"/> Female | <input type="checkbox"/> African-American/Black <input type="checkbox"/> Asian American <input type="checkbox"/> Caucasian American | <input type="checkbox"/> Supplier |
| | <input type="checkbox"/> Hispanic American <input type="checkbox"/> 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 |
|-----------|------------------|------------|-----------------|---------------------------|------------------------|
| 1 | Programming | \$300.00 | 1 | | \$300.00 |
| 2 | Design | \$4,000.00 | 1 | | \$4,000.00 |
| 3 | Documentation | \$3,200.00 | 1 | | \$3,200.00 |
| | | | | | |
| | | | | | |

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$7,500.00

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

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

ARCHITECTURE GREEN LLC
 Print Name of Prime
 By: [Signature]
 Authorized Signature
 MARK S. BEATTY AIA
 Print Name
 MGBB
 Title
 Date: 10/27/23

in.design, inc.
 Print Name of Subcontractor/subconsultant
 By: Laura Rachlin
 Authorized Signature
 Laura Rachlin
 Print Name
 Principal
 Title
 Date: 10/27/2023

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: N/A

SOLICITATION/PROJECT NAME: PBC North County Aquatic Center - Restroom Renovation

Prime Contractor: Johnson, Levinson, Ragan, Davila, Inc. Subcontractor: N/A

(Check box(s) that apply)

SBE WBE MBE M/WBE Non-S/M/WBE Date of Palm Beach County Certification (if applicable): _____

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

| | | |
|---|---|---|
| Column 1 | Column 2 | Column 3 |
| <input type="checkbox"/> Male <input type="checkbox"/> Female | <input type="checkbox"/> African-American/Black <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American | <input type="checkbox"/> Caucasian American <input type="checkbox"/> 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 |
|-----------|--------------------------------|------------|----------------|--------------------------|------------------------|
| | M,E,P - Design and CA Services | | | | \$24,523.89 |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

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

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

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

ARCHITECTURE GREEN LLC
 Print Name of Prime
 By: [Signature]
 Authorized Signature
MARK S. BEATTY
 Print Name
MANAGER
 Title
 Date: 10/31/2023

Johnson, Levinson, Ragan, Davila, Inc.
 Print Name of Subcontractor/subconsultant
 By: [Signature]
 Authorized Signature
Charles Gableman
 Print Name
President
 Title
 Date: 10-31-2022

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: _____

SOLICITATION/PROJECT NAME: North County Aquatic Complex Renovation (NCAC)

Prime Contractor: Architecture Green LLC 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): 7/17/2025

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

| | | |
|--|--|-----------------------------------|
| Column 1 | Column 2 | Column 3 |
| <input checked="" type="checkbox"/> Male <input type="checkbox"/> Female | <input type="checkbox"/> African-American/Black <input type="checkbox"/> Asian American <input checked="" type="checkbox"/> Caucasian American | <input type="checkbox"/> Supplier |
| | <input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American | |

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| Line Item | Item Description | Unit Price | Quantity/ Units | Contingencies/ Allowances | Total Price/Percentage |
|-----------|------------------------|------------|-----------------|---------------------------|------------------------|
| | STRUCTURAL ENGINEERING | | | | \$9,165.12 |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

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: \$9,165.12

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: _____

ARCHITECTURE GREEN LLC
Print Name of Prime

By: [Signature]
Authorized Signature

MARK S. BEATTY
Print Name

MGMB
Title

Date: 10/26/23

O'DONNELL, NACCARATO, MIGNOGNA & JACKSON INC.

Print Name of Subcontractor/ Subconsultant

By: [Signature]
Authorized Signature

Dwayne R. Jackson, P.E.
Print Name

President
Title

Date: 10-24-23



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/13/2023

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

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

| PRODUCER Hansen Insurance, LLC 4590 N. Meridian Avenue Miami Beach, FL 33140 License #:A307619 | CONTACT NAME: Rick Hansen PHONE (A/C, No, Ext): (305) 674-9998 FAX (A/C, No): (305) 674-9998 E-MAIL ADDRESS: rick@hanseninsurancefl.com | | | | | | | | | | | | | |
|--|---|-------------------------------|--------|-----------------|-------|-----------------|-------|-------------|--|-------------|--|-------------|--|-------------|
| | <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : RLI</td> <td>13056</td> </tr> <tr> <td>INSURER B : RLI</td> <td>13056</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : RLI | 13056 | INSURER B : RLI | 13056 | INSURER C : | | INSURER D : | | INSURER E : | | INSURER F : |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | |
| INSURER A : RLI | 13056 | | | | | | | | | | | | | |
| INSURER B : RLI | 13056 | | | | | | | | | | | | | |
| INSURER C : | | | | | | | | | | | | | | |
| INSURER D : | | | | | | | | | | | | | | |
| INSURER E : | | | | | | | | | | | | | | |
| INSURER F : | | | | | | | | | | | | | | |
| INSURED Architecture Green, LLC 1818 S. Australian Avenue, Suite 245 West Palm Beach, FL 33409 561 249-6371 | | | | | | | | | | | | | | |

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:


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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | Y | Y | PSB0003544 | 6/24/2023 | 6/24/2024 | EACH OCCURRENCE \$ 100000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000 MED EXP (Any one person) \$ 1000 PERSONAL & ADV INJURY \$ 100000 GENERAL AGGREGATE \$ 200000 PRODUCTS - COMPI/OP AGG \$ 200000 |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | Y | Y | PSB0003544 | 6/24/2023 | 6/24/2024 | COMBINED SINGLE LIMIT (Ea accident) \$ 100000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | | | | PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| B | Professional Liability | | Y | RDP0051184 | 6/24/2023 | 6/24/2026 | each claim annl. aggr. 100000 200000 |

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

CONTRACT FOR ARCHITECTURAL/PROFESSIONAL SERVICES Continuing Services on a Task Order Basis. Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents are Additional Insured with respect to the Commercial General Liability and Auto Liability insurance on a primary and non-contributory basis where required by written contract. Waiver of Subrogation applies to all policies. Minimum thirty (30) day to notify due to cancellation or non-renewal of coverage.
 Retroactive Date on the Professional Liability insurance policy is: 6/24/2013

CERTIFICATE HOLDER**CANCELLATION**

| | |
|--|---|
| Palm Beach County Insurance Compliance PO Box 100085 - DX Duluth, GA 30096 pbcounty@ebix.com | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |
|--|---|

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JIMMY PATRONIS
CHIEF FINANCIAL OFFICER

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION

**** CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW ****

NON-CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 8/10/2022

EXPIRATION DATE: 8/9/2024

PERSON: MARK S BEATTY

EMAIL: MSB@ARCHITECTUREGREENLLC.COM

FEIN: 770714409

BUSINESS NAME AND ADDRESS:

ARCHITECTURE GREEN LLC

2461 PALM HARBOR DRIVE

PALM BEACH GARDENS, FL 33410

SCOPE OF BUSINESS OR TRADE:

Architectural or Engineering
Firm-Clerical

IMPORTANT: Pursuant to subsection 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to subsection 440.05(12), F.S., Certificates of election to be exempt issued under subsection (3) shall apply only to the corporate officer named on the notice of election to be exempt and apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to subsection 440.05(13), F.S., notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

CONFLICT OF INTEREST DISCLOSURE FORM

PROJECT PBC NORTH COUNTY AQUATIC COMPLEX RENOVATION
PBC PROJECT # 2023-020733

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

N/A

(Attach additional sheets as needed.)

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

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

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

THIS DISCLOSURE is submitted by MARK S. BEATTY AIA _____, as
(Name of Individual)

MGMB _____, of ARCHITECTURE GREEN LLC. _____
(Title/Position) (Firm Name of Consultant)

who hereby certifies that the information stated above is true and correct. Further, it is hereby acknowledged that any misrepresentation by the Consultant on this Disclosure is considered an unethical business practice and is grounds for sanctions against future County business with the Consultant.



(Signature)

12/18/23 _____
(Date)

CONFLICT OF INTEREST DISCLOSURE FORM

PROJECT PBC NORTH COUNTY AQUATIC COMPLEX RENOVATION
PBC PROJECT # 2023-020733

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

(Attach additional sheets as needed.)

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

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

THIS DISCLOSURE is submitted by Laura Rachlin as
(Name of Individual)

Principal

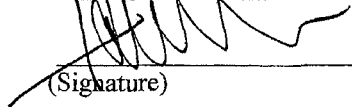
in.design, inc

, of

(Title/Position)

(Firm Name of Consultant)

who hereby certifies that the information stated above is true and correct. Further, it is hereby acknowledged that any misrepresentation by the Consultant on this Disclosure is considered an unethical business practice and is grounds for sanctions against future County business with the Consultant.


(Signature)

12.1.22
(Date)

CONFLICT OF INTEREST DISCLOSURE FORM

Project Name: North County Aquatic Complex Renovation (NCAC)

Project Number:

Contract/CSA/ Supplement Number: Contract No. --

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

NONE

(Attach additional sheets as needed.)

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

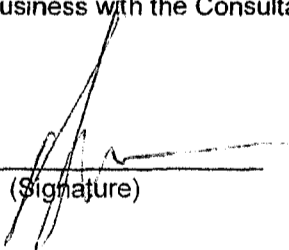
CONSULTANT shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest that may arise in the future through any prospective business association, interest or other circumstance which may influence or appear to influence CONSULTANT'S judgment or quality of services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

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

THIS DISCLOSURE is submitted by Dwayne R. Jackson, P.E., as
(Name of Individual)

President, of O'DONNELL, NACCARATO, MIGNOGNA & JACKSON INC.
(Title/Position) (Firm Name of Consultant)

who hereby certifies that the information stated above is true and correct. Further, it is hereby acknowledged that any misrepresentation by the Consultant on this Disclosure is considered an unethical business practice and is grounds for sanctions against future County business with the Consultant.



(Signature)

October 24, 2023
(Date)

CONFLICT OF INTEREST DISCLOSURE FORM

PROJECT Palm Beach County North County Aquatic – Restroom Renovation

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

N/A

(Attach additional sheets as needed.)

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

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

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

THIS DISCLOSURE is submitted by Charles Gableman, as
(Name of Individual)

President, of Johnson, Levinson, Ragan, Davila, Inc.
(Title/Position) (Firm Name of Consultant)

who hereby certifies that the information stated above is true and correct. Further, it is hereby acknowledged that any misrepresentation by the Consultant on this Disclosure is considered an unethical business practice and is grounds for sanctions against future County business with the Consultant.

Charles C. Gableman
(Signature)

10-24-2023
(Date)

| Consultant: Architecture Green | | Total: \$580,262.11 | | \$551,064.70 | | 87.72% | | | | | |
|---------------------------------|--------------|--|---------------------|-----------------------------|--------------|--------------------------------|---|--|------------------|----------------|---------------|
| Contract Award Date: 12/17/2019 | | API: 20% | | SBE Goal: 100% | | Monitored By: Fernando DelDago | | | | | |
| Resolution Number: R2019-1898 | | Annual Type: Annual Architectural Services | | Expiration Date: 12/16/2024 | | Renewal Options: None | | | | | |
| Prefix | CSA# | Amount | SBE Amount | Requested By | Request Date | Project# | Project Name | Services | Approved | Appr'd By | SBE % |
| | | | | | | | <i>Annual Contract</i> | <i>Annual Contract: R2019-1898</i> | <i>17-Dec-19</i> | <i>BCC</i> | |
| | 1 | 129,925.90 | 123,675.90 | Stuart Patterson | 31-Jan-20 | 19221 | Wellington Library Renovations & Chiller Replacement | Design services | 17-Mar-20 | DIR | 95.19% |
| | 2 | 122,040.40 | 116,190.40 | Stuart Patterson | 31-Jan-20 | 19222 | Lantana Library Renovations | Design services | 17-Mar-20 | DIR | 95.24% |
| 1 | 1 | 7,494.20 | 7,494.20 | Stuart Patterson | 2-Jun-20 | 19221 | Wellington Library Renovations & Chiller Replacement | Additional design services for access control | 30-Jun-20 | DIR | 100.00% |
| 1 | 2 | 3,874.30 | 3,874.30 | Stuart Patterson | 2-Jun-20 | 19222 | Lantana Library Renovations | Additional design services for access control | 30-Jun-20 | DIR | 100.00% |
| | 3 | 52,939.90 | 47,263.16 | Sunil Jagoo | 1-Sep-20 | 18234 | Bert Winters Park | Master Planning/Design concept services | 19-Dec-20 | CRC | 89.28% |
| 2 | 1 | 68,700.83 | 66,175.83 | Stuart Patterson | 29-Sep-20 | 19221 | Wellington Library Renovations & Chiller Replacement | CA Services | 21-Oct-20 | CRC | 96.32% |
| 2 | 2 | 67,357.81 | 64,982.81 | Stuart Patterson | 29-Sep-20 | 19222 | Lantana Library Renovations | CA Services | 21-Oct-20 | CRC | 96.47% |
| 3 | 2 | 37,177.73 | 37,177.73 | Stuart Patterson | 8-Dec-20 | 19222 | Lantana Library Renovations | Additional design services | 15-Jan-21 | DIR | 100.00% |
| | 4 | 2,196.04 | 2,196.04 | David Lavinsky | 6-Jan-21 | 2021-009046 | Morikami Park BIWA Pavilion Replacement | Develop estimate of probable cost and schematic layout for pricing | 19-Jan-21 | IAC | 100.00% |
| | 5 | 24,787.38 | 18,266.71 | Andy Gamble | 12-Jan-21 | 2020-052450 | MCCH 3rd Floor Conference Room | Permitting, Design and CA services | 12-Feb-21 | IAC | 73.89% |
| 4 | 2 | 17,107.42 | 17,107.42 | Stuart Patterson | 16-Apr-21 | 19222 | Lantana Library Renovations | Additional design services | 10-May-21 | DIR | 100.00% |
| | 6 | 27,945.68 | 27,945.68 | Ben Carroll | 7-May-21 | 2021-005626 | MCCH Security Partitions | Construction document preparation, permitting, bidding and CA services | 20-May-21 | DIR | 100.00% |
| 3 | 1 | 9,955.54 | 9,955.54 | Stuart Patterson | 28-May-21 | 19221 | Wellington Library Renovations & Chiller Replacement | Additional design services for existing fluorescent light fixtures replacement with LED fixtures | 08-Jun-21 | DIR | 100.00% |
| 5 | 2 | 8,758.98 | 8,758.98 | Stuart Patterson | 7-Jun-21 | 19222 | Lantana Library Renovations | Additional design services for existing fluorescent light fixtures replacement with LED fixtures | 28-Jun-21 | DIR | 100.00% |
| 6 | 2 | 13,522.08 | 13,522.08 | Stuart Patterson | 30-Jul-21 | 19222 | Lantana Library Renovations | Additional design and construction administration services due to time extension | 24-Aug-21 | DIR | 100.00% |
| 4 | 1 | 7,179.36 | 7,179.36 | Stuart Patterson | 20-Sep-21 | 19221 | Wellington Library Renovations & Chiller Replacement | Co-Space redesign and two (2) meeting rooms flooring redesign | 08-Oct-21 | DIR | 100.00% |
| | 7 | 572,600.50 | 515,799.53 | Rosalyn Acosta | 18-Feb-22 | 2021-033598 | Village of Windsor Park | DRO/Site Plan Approval, design, bidding and construction administration phase services for Phase 1 | 17-May-22 | BCC | 90.08% |
| 1 | 3 | 338,860.23 | 282,956.00 | Sunil Jagoo | 25-Feb-22 | 18234 | Bert Winters Park | Design, permitting/bidding, and construction administration services for Phase II | 17-May-22 | BCC | 83.50% |
| 2 | 3 | 11,880.72 | 11,078.70 | Sunil Jagoo | 15-Sep-22 | 18234 | Bert Winters Park Phase II | Additional services to add Wall Ball structure | 11-Oct-22 | DIR | 93.25% |
| 1 | 7 | 66,215.76 | 61,415.76 | Miradieu | 7-Dec-22 | 2021-33598 | Village of Windsor Park | Additional services to add median access cut | 5-Apr-23 | CRC | 92.75% |
| 3 | 3 | 1,960.70 | 1,960.70 | Sunil Jagoo | 11-Jan-23 | 18234 | Bert Winters Park Phase II | Additional survey work required for dock replacement | 27-Feb-23 | DIR | 100.00% |
| | 8 | 135,662.96 | 109,026.56 | Clark Woods | 0127/2023 | 2022-040566 | Convention Center 1st & 2nd Floor Public Restroom Renovations | Design, permitting/bidding, and construction administration services for 1st & 2nd floor public restrooms | 16-May-23 | BCC | 80.37% |
| 7 | 2 | (878.86) | (878.86) | Stuart Patterson | 19-Sep-23 | 19222 | Lantana Library Renovations | Unused Expenses Reconciliation | 3-Oct-23 | DIR | 100.00% |
| 1 | 8 | 49,975.42 | 41,620.42 | Clark Woods | 13-Dec-23 | 2022-040566 | Convention Center 1st & 2nd Floor Public Restroom Renovations | Interior Design, Construction Document preparation for 1st floor Admin. restroom, , second floor greenroom restrooms, second floor Board Room restroom and the conversion of the existing 1st & 2nd floor phone bank area in the new nursing areas | 2-Mar-24 | DIR | 83.28% |
| | 9 | 213,849.19 | 137,258.96 | Stuart Patterson | 22-Dec-23 | 2023-020733 | North County Aquatic Center | Pool and Splash Pad Renovations Design Services | 6-Feb-24 | BCC R2024-0153 | 64.18% |
| 1 | 9 | 318,435.89 | 293,912.00 | Amr Salam | 8-Mar-24 | 2023-020733 | North County Aquatic Center | Restrooms and Locker Rooms Renovations Design Services | | | 92.30% |
| | | | | | | | | | | | #DIV/0! |
| | Total | 2,309,526.06 | 2,025,915.91 | | | | | | | | 87.72% |